

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.
F.B.N. 288136

FOREVER YOUNG MED SPA LLC.,
a Florida Limited Liability Company,
Plaintiff,

-vs-

CRUM & FORSTER SPECIALTY INSURANCE
COMPANY, NATIONAL FIRE & MARINE
INSURANCE COMPANY and CERTAIN
UNDERWRITERS AT LLOYD'S, LONDON, a/k/a
LLOYD'S 4242 and LLOYD'S 1458,

Defendants.

COMPLAINT FOR DECLARATORY RELIEF AND BREACH OF CONTRACT

Plaintiff, **FOREVER YOUNG MED SPA LLC ("FOREVER YOUNG")** sues the
Defendants, **CRUM & FORSTER SPECIALTY INSURANCE COMPANY, NATIONAL
FIRE & MARINE INSURANCE COMPANY** and **CERTAIN UNDERWRITERS AT
LLOYD'S, LONDON a/k/a LLOYD'S 4242 and LLOYD'S 1458**, and alleges:

JURISDICTION AND VENUE

1. This is an action for equitable relief in the form of a declaratory proceeding to determine an insurance policy coverage issue, under Chapter 86 of the Florida Statutes and is within the jurisdiction of this Honorable Court.

2. This is also an action for breach of contract in excess of \$30,000.00 (Thirty Thousand dollars) and is within the jurisdiction of this Honorable Court.

3. Plaintiff **FOREVER YOUNG MED SPA LLC** is a Florida Limited Liability Company authorized to and doing business in Broward County, Florida at 8723 Stirling Road, Cooper City, FL 33328.

4. Defendant, **CRUM & FORSTER SPECIALTY INSURANCE COMPANY** ("**CRUM & FORSTER**") is and was an insurance company authorized to and doing business in the State of Florida.

5. Defendant, **CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, a/k/a LLOYD'S 4242 and LLOYD'S 1458**, ("**LLOYD'S OF LONDON**") is and was an insurance company with subscribing interests authorized to and doing business in the State of Florida through the following entities: Lloyd's 4242 and Lloyd's 1458.

APPLICABLE INSURANCE COVERAGE

6. At all times material, Defendants **CRUM & FORSTER SPECIALTY INSURANCE COMPANY, NATIONAL FIRE & MARINE INSURANCE COMPANY and CERTAIN UNDERWRITERS AT LLOYD'S, LONDON a/k/a LLOYD'S 4242 and LLOYD'S 1458**, were subscribers to a policy of insurance, No. XXXXXXXXXXXX8-S-01, which insures FOREVER YOUNG MED SPA, LLC., for the property at 8723 Stirling Road, Cooper City, FL 33328 under a "Special Cause of Loss" policy.¹

7. The aforementioned insurance policy insures the Plaintiff for the policy period of August 3, 2019, to August 3, 2020. A copy of the policy is attached hereto as **Exhibit "A."**

¹ The policy contains an "Insurer Participation Schedule Pro Rata Shares Applicable To This Policy" page, which sets forth the percent participation of each insurer. It states that Lloyd's 4242 has a 35 percent participation, National Fire & Marine Insurance Company has a 25 percent participation, Lloyd's 1458 has a 20 percent participation, and Crum and Forster Specialty Insurance Company has a 20 percent participation. The policy also states, "The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. The policy further provides, "In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer."

8. Plaintiff FOREVER YOUNG MED SPA LLC., is a Cosmetic Surgical & Medical Aesthetics Center which was started in 2005. The pre-COVID-19 Civil Authority orders business hours were Monday (10 am to 4 pm; Tuesday, Wednesday, and Thursday (10 am to 7 pm); Friday (10 am to 5 pm) and Saturday (9:30 am to 4:30 pm).

9. FOREVER YOUNG, at all times material, provided elective medical aesthetic procedures to the general public.

STATE, COUNTY AND MUNICIPAL ACTION OF CIVIL AUTHORITY ORDERS
STATE OF FLORIDA

10. On March 20, 2020, the Governor of the State of Florida issued **Executive Order Number 20-72, "Emergency Management-COVID-19-Non-essential Elective Medical Procedures."** A copy of that Executive Order is attached hereto as **Exhibit "B."**

11. Within Executive Order 20-72, the Governor ordered that all hospitals, ambulatory surgical centers, office surgery center and other health care practitioners' offices in the State of Florida were prohibited from providing any medically unnecessary, non-urgent or non-emergency procedure or surgery, which, if delayed, did not place a patient's immediate health, safety, or well-being at risk, or , if delayed, would contribute to the worsening of a serious or life-threatening medical condition. "Accordingly," the Order states, "all health care practitioners licensed in the State of Florida...shall immediately cease performing these elective services." The Order further and specifically stated that cosmetic procedures were to be delayed.

12. On March 30, 2020, Governor DeSantis signed **Executive Order Number 20-89, "Emergency Management-COVID-19-Miami-Dade County, Broward County, Palm**

Beach County, Monroe County Public Access Restrictions.” A copy of that Order is attached hereto as **Exhibit “C.”**

13. Executive Order Number 20-89 restricts public access to businesses and facilities deemed nonessential under guidelines established by Miami-Dade pursuant to its March 19, 2020 Emergency Order 07-20, and as modified by subsequent amendments and orders prior to March 30, 2020.

14. On April 1, 2020, the Governor of the State of Florida signed **Executive Order Number 20-91, “Essential Services and Activities During COVID-19 Emergency)**. A copy of that Executive Order is attached hereto as **Exhibit “D.”**

15. Within Executive Order No. 20-91, the Governor instituted the “Safe At Home” directive for the public to stay at home and “take all measures to limit the risk of exposure to COVID-19.” All persons in the State of Florida were ordered to “limit their movements and personal interactions outside of their home to only those necessary to obtain or provide essential services or conduct essential activities.”

BROWARD COUNTY CIVIL ORDERS

16. On March 22, 2020, at 4:51 p.m. Eastern Time, the County Administrator of Broward County, Florida, signed “**Broward County Administrator’s Emergency Order 20-01,**” which became effective at 12:01 a.m. on Monday, March 23, 2020. A copy of that Order is attached as **Exhibit “E.”**

17. Within Broward County Emergency Order 20-01, the County Administrator ordered that all “nonessential retail and commercial business locations...are ordered closed except to the extent necessary to perform Minimum Basic Operations.” The type

of business in which Plaintiff engages is not designated as a retail and commercial business which is deemed essential, and therefore, as a "nonessential" business, was ordered closed.

18. On March 26, 2020, at 1:30 p.m. the County Administrator of Broward County signed **Emergency Order 20-03, entitled "Directing Shelter-in-Place: Safer at Home Policy,"** a copy of which is attached hereto as **Exhibit "F."**

19. Within Emergency Order 20-03, the following is stated:

WHEREAS, this Emergency Order is necessary because of the propensity of the virus to spread person to person and also because the virus is physically causing property damage due to its proclivity to attach to surfaces for prolonged periods of time;

20. Emergency Order 20-03 also provides, "All nonessential retail, nonprofit, and commercial business locations...are ordered closed except to the extent necessary to perform Minimum Basic Operations." Once again, the type of business engaged in by the Plaintiff was not deemed "essential" by the Order.

21. On April 9, 2020 at 4:45 p.m., Eastern Time, the County Administrator of Broward County, Florida, signed **"Broward County Administrator's Emergency Order 20-06,"** which became effective at 12:01 a.m. on Friday, April 10, 2020. A copy of that Order is attached as **Exhibit "G."**

22. Section 2 of that Order refers to Governor's Executive Order 20-89, which requires Broward County to restrict public access to business and facilities deemed nonessential under Miami-Dade Emergency Order 07-20. Further, Broward County Administrator's Emergency Order 20-06 states, "The Governor's subsequent Executive Order 20-91 orders that all persons in Florida limit their movements and personal

interactions outside of their homes to only those necessary to obtain or provide essential services or conduct essential activities. Pursuant to the requirements of the Governor's Executive Order 20-89, Broward County is hereby restricting all public access to businesses and facilities deemed nonessential under Miami-Dade Emergency Order 07-20. This order is in addition to, and subject to, the provisions of the Governor's Executive Order 20-91."

23. Section 3 of Order 20-06 adopted the list of essential services established by the Governor and ordered closed all nonprofit, retail, and commercial establishments that are not essential services or businesses. Plaintiff's business operations were not considered as an essential service or business.

COOPER CITY MUNICIPAL CIVIL ORDERS

24. On March 14, 2020, the City Manager of the City of Cooper City declared a state of emergency due to the COVID-19 crisis, pursuant to Chapter 13, Article V of the City's Code of Ordinances.

25. On March 26, 2020, Joseph Napoli, City Manager for Cooper City, Florida, signed "**State of Emergency-Emergency Order #3.**" A copy of that Order is attached hereto as **Exhibit "H."**

26. Emergency Order #3 provides that subject to exceptions, all persons living within the City of Cooper City are ordered to remain in their homes, and all public and private gatherings of any number of people occurring outside a residence are prohibited, except for exempt activities. Certain travel activities were also prohibited. Essential businesses were defined as those set forth in Broward County Emergency Order 20-01.

CLOSURE AND REOPENING OF FOREVER YOUNG MED SPA

27. FOREVER YOUNG MED SPA LLC, under Civil Authority Orders and the public health threat posed by the COVID-19 pandemic, was forced to close its business operations on March 18, 2020. Prior to that date, an immense upswing in patient cancellations took place, significantly and materially affecting the business operations of the Plaintiff.

28. On Monday, May 11, 2020, based upon revised Civil Authority rules, the Plaintiff's business operations began to implement a phased-reopening for patients.

COUNT I- DECLARATORY RELIEF

29. The allegations of paragraphs 1 through and including 28 are restated and incorporated herein as if fully set forth.

30. Section 86.011 of the Florida Statutes provides:

86.011 Jurisdiction of trial court.—The circuit and county courts have jurisdiction within their respective jurisdictional amounts to declare rights, status, and other equitable or legal relations whether or not further relief is or could be claimed. No action or procedure is open to objection on the ground that a declaratory judgment is demanded. The court's declaration may be either affirmative or negative in form and effect and such declaration has the force and effect of a final judgment. The court may render declaratory judgments on the existence, or nonexistence:

1(1) Of any immunity, power, privilege, or right; or

(2) Of any fact upon which the existence or nonexistence of such immunity, power, privilege, or right does or may depend, whether such immunity, power, privilege, or right now exists or will arise in the future. Any person seeking a declaratory judgment may also demand additional, alternative, coercive, subsequent, or supplemental relief in the same action.

31. Section 86.021 of the Florida Statutes provides:

86.021 Power to construe.—Any person claiming to be interested or who may be in doubt about his or her rights under a deed, will, contract, or other article, memorandum, or instrument in writing or whose rights, status, or other equitable or legal relations are affected by a statute, or any regulation made under statutory authority, or by municipal ordinance, contract, deed, will, franchise, or other article, memorandum, or instrument in writing may have determined any question of construction or validity arising under such statute, regulation, municipal ordinance, contract, deed, will, franchise, or other article, memorandum, or instrument in writing, or any part thereof, and obtain a declaration of rights, status, or other equitable or legal relations thereunder.

32. Section 86.111 of the Florida Statutes states:

86.111 Existence of another adequate remedy; effect.—The existence of another adequate remedy does not preclude a judgment for declaratory relief. The court may order a speedy hearing of an action for a declaratory judgment and may advance it on the calendar. The court has power to give as full and complete equitable relief as it would have had if such proceeding had been instituted as an action in chancery.

33. The Special Cause of Loss Policy of insurance issued by Defendants to **FOREVER YOUNG MED SPA LLC** provides Business Income with Extra Expense coverage for the covered property located at 8723 Stirling Road, in Cooper City, Florida. The coverage also provides a Building and Personal Property Coverage Form, which states:

"A. Coverage. We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss."

Included within the "Covered Property" is "Your Business Personal Property" which is located in or on the building described in the Declarations page or in the open within 100 feet of the described premises.

34. Covered property under the policy includes furniture and fixtures, machinery and equipment, and all other personal property owned by Plaintiff and used in Plaintiff's business.

35. The subject policy contains "Business Income And Extra Expense Coverage," and defines "Business Income" as the net income (net profit or loss before income taxes) that would have been earned or incurred; and continuing normal operating expenses incurred, including payroll.

36. The Business Income and Extra Expense Coverage also states:

"We will pay for the actual loss of Business income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at the premises which are described in the Declarations and for which a Business Income Limit of insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss."

37. The "Extra Expense" coverage includes necessary expenses incurred by Plaintiff during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss. The policy states the insurers will pay Extra Expenses, other than to repair or replace property, to avoid or minimize the "suspension" of business and to continue operations at the described premises and to minimize the "suspension" of business if the Plaintiff cannot continue operations.

38. The policy also provides additional coverage in the form of "Civil Authority."

The policy states:

"When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply: (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that areas but not more than one mile from the damaged property; and (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the damage is taken to enable a civil authority to have unimpeded access to the damaged property."

39. The Civil Authority Coverage provides that coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises "and will apply for a period of up to four consecutive weeks from the date on which such coverage began."

40. The policy also provides Civil Authority Coverage for Extra Expense will begin "immediately after the time of the first action of civil authority that prohibits access to the described premises and will end: (1) Four consecutive weeks after the date of the action; or (2) When your Civil Authority Coverage for Business Income ends; whichever is later."

41. Additionally, the insurance contract provides "Extended Business Income," by stating:

"If the necessary "suspension" of your operations " produces a Business income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that: (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed and (b) Ends on the earlier of : (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or (ii) 30 consecutive days after the date determined in 1(a) above."

42. According to the policy, Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

43. The policy includes an endorsement entitled "Nuclear, Biological, Chemical and Radiological Hazards Exclusion." The "Biological Hazard" portion of that exclusion states:

"Biological Hazard-Including, but not limited to, any biological and/or poisonous or pathogenic agent, material, product or substance, whether engineered or naturally occurring that induces or is capable of inducing physical distress, illness or disease."

44. The "Biological Hazard" portion of the exclusion does not mention the word "pandemic" or the phrase "global pandemic."

45. The "Biological Hazard" portion of the exclusion does not mention the word "virus," or the phrase "Corona Virus."

46. The "Biological Hazard" portion of the exclusion does not mention "fear" in the context of psychological or mental stress caused by a pandemic or COVID-19.

47. Plaintiff maintains that direct physical loss has taken place in and about its property and that it is entitled to benefits under the aforementioned policy of insurance under the aforementioned portions of the insurance policy.

DEFENDANT'S RESERVATION OF RIGHTS LETTER

48. After the issuance of the Civil Authority orders set forth above, Plaintiff complied in all respects, including the closure of business operations, and after being allowed to open partially, by making significant modifications to the daily operations of the FOREVER YOUNG MED SPA LLC to prevent further losses, all of which has and will

substantially affect business operations and revenues. Those losses are on-going for an indeterminate period.

49. As a result of the COVID-19 crisis, and the aforementioned civil orders issued by the Governor of the State of Florida, the Broward County Administrator and the City Manager of Cooper City, the Plaintiff made a claim for insurance benefits against the Defendants, for monetary losses suffered due to lost business income and closures, extra expense damages and civil authority damages, during periods of closure and partial closure and any applicable coverage for damages which accrued thereafter.

50. On April 25, 2020, the Plaintiff was advised by ICAT Boulder Claims (International Catastrophe Insurance Managers, LLC), acting on behalf of the Defendants, that with respect to the submitted claim, a Reservation of Rights was made. A copy of the denial letter is attached hereto as **Exhibit "I."**

51. Within the Reservation of Rights letter, the aforementioned policy of insurance was referred to as an "All Risk" policy.

RESERVATION OF RIGHTS DISPUTE: THE PRESENCE OF COVID-19 ON PLAINTIFF'S PREMISES

52. The April 25, 2020 correspondence from Defendants to Plaintiff, ICAT Boulder Claims stated, with respect to the Business Income and Extra Expense coverage: a) It is still investigating Plaintiff's claim and that coverage has not yet been determined; b) That Plaintiff had not presented any information that "confirmed the actual existence of Covid-19 anywhere on the covered property"; and c) the letter states Plaintiff's claim was "premised on the possible, and not the actual, presence of the virus on covered property,

and the actual presence of the virus on covered property must be established with respect to any coverage consideration."

53. Defendants assert, through ICAT Boulder Claims:

"At this juncture, the facts do not establish direct physical loss or damage to Covered Property at the insured premises by a Covered Loss under the Policy. As outlined above, direct physical loss of or damage to Covered Property is a condition to coverage."

54. Plaintiff disagrees with the Defendants' assertions as there has been "direct physical loss" to Plaintiff's covered property. The Defendant's position that there has been no direct physical loss to insured property is incorrect. Plaintiff maintains that COVID-19 is a cause of real physical loss and damage to Plaintiff's property (as declared and supported by the Broward County Administrator). COVID-19 is physically impacting public and private property and physical spaces around the world, including in Broward County and Cooper City, Florida. COVID-19 stays for certain periods on surfaces of fixtures, furniture, equipment, and materials at the Plaintiff's business, which is the property covered by the subject insurance policy. These areas and objects also require remediation to repeatedly clean the surfaces of the Plaintiff's business property because there has been direct and continued physical loss to the Plaintiff's business establishment, business income and the property therein. Therefore, a controversy has arisen between the parties which requires equitable declaratory relief.

RESERVATION OF RIGHTS DISPUTE: THE CIVIL AUTHORITY COVERAGE

55. The Reservation of Rights letter also contends the Civil Authority coverage does not apply to Plaintiff's claim.

56. The Reservation of Rights letter states the Defendants will not pay for loss or damage caused by or resulting from "acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body." This language is contained within the "Causes of Loss-Special Form (Form CP 10 30 06 07).

57. Plaintiff maintains the "acts or decisions" language directly conflicts with the Civil Authority coverage expressly provided by the policy of insurance. Therefore, a controversy has arisen between the parties which requires equitable declaratory relief.

RESERVATION OF RIGHTS DISPUTE: THE BIOLOGICAL EXCLUSION LANGUAGE

58. The Reservation of Rights letter refers to and invokes the "Nuclear, Biological, Chemical and Radiological Hazards Exclusion" of the policy, and states the Defendants will not pay for any loss, damage, cost or expense, whether real or alleged, that is caused by, results from, is exacerbated or otherwise impacted by, either directly or indirectly and whether threatened or actual, any biological hazard, "including, but not limited to any biological and/or poisonous or pathogenic agent, material, product or substance, whether engineered or naturally occurring, that induces or is capable of inducing physical distress, illness, or disease."

59. Plaintiff disagrees with the defense contention regarding the Biological Exclusion in that the policy language does not: A) exclude coverage due to a pandemic or global pandemic, and B) the language of the policy exclusion does not apply to a pandemic and is also vague and ambiguous. Therefore, a controversy has arisen between the parties which requires equitable declaratory relief.

**RESERVATION OF RIGHTS DISPUTE THE SEEPAGE AND POLLUTION
EXCLUSION ENDORSEMENT**

60. In the Reservation of Rights correspondence, ICAT Boulder Claims, on behalf of the Defendants, states that the "Seepage and Pollution Exclusion Endorsement applies. The reservation of rights letter states and refers to the word "contamination." The Plaintiff disagrees that the word "contamination," as used in that exclusion, applies, and maintains it has nothing to do with the COVID-19 pandemic. Therefore, a controversy has arisen between the parties which requires equitable declaratory relief.

APPLICATION OF CHAPTER 86 OF THE FLORIDA STATUTES

61. Plaintiff FOREVER YOUNG disagrees with the aforementioned Reservation of Rights letter and its conclusions denying coverage to Plaintiff.

62. In addition to the above disagreements, Plaintiff maintains the insurance policy language does not provide any exclusion due to mental harm and psychological fear of a virus and pandemic causing business interruption and the implementation of Civil Authority orders.

63. Plaintiff has performed all conditions precedent to permit it to bring and maintain this cause of action, including, but not limited to, cooperating at all times material with the Defendants and paying all required premiums for the policy to apply to Plaintiff's losses and damages.

64. Plaintiff maintains that under the terms of the aforementioned insurance policy issued by Defendants, that Defendants are obligated to provide business interruption

coverage, extra expense coverage, and civil authority coverage to it due to the COVID-19 emergency.

65. All parties herein have or claim an interest which will be affected by the declaration of rights in this cause and are named herein due to their interests and claims pursuant to Section 86.091 of the Florida Statutes.

66. There is therefore a present and actual insurance coverage dispute between the Plaintiff and Defendants and the parties to this action disagree over their respective rights and responsibilities under the contract of insurance and the facts of this loss, and there is a practical and actual need for the resolution of this dispute. The Plaintiff is therefore entitled to a declaration of its rights in this controversy.

67. There is a bona fide adverse interest between the parties concerning powers, privileges, immunities, status, and rights of each party.

68. Given the above, Plaintiff is seeking a determination from the Court about the existence or non-existence of its rights or privileges and is entitled to have those doubts removed. All parties to this Petition have an actual, present, and adverse interest in the subject matter of this controversy.

69. Plaintiff, given the issues in this matter, has retained the undersigned attorneys to represent it, and is entitled to the award of reasonable attorney's fees under Section 627.428 of the Florida Statutes and reasonable Legal Assistant fees under Section 57.104 of the Florida Statutes.

WHEREFORE, the Plaintiff, **FOREVER YOUNG MED SPA LLC**, respectfully requests this Honorable Court:

(A). Accept jurisdiction of the parties and the subject matter of this insurance coverage controversy pursuant to Sections 86.011, 86.021 and 86.111 of the Florida Statutes.

(B). Determine that Defendants, **CRUM & FORSTER SPECIALTY INSURANCE COMPANY, NATIONAL FIRE & MARINE INSURANCE COMPANY** and **CERTAIN UNDERWRITERS AT LLOYD'S, LONDON a/k/a LLOYD'S 4242 and LLOYD'S 1458**, owe the Plaintiff coverage for Business Interruption Insurance, Extra Expense and Civil Authority coverage under the subject policy and declare Plaintiff's rights as raised by this Complaint between the parties hereto under the terms of the contract of insurance and the facts of the losses;

(C). Determine there is insurance coverage in effect for Plaintiff's COVID-19 related Business Interruption losses, under the policy issued by Defendants, since there has been direct physical loss to covered property suffered by the Plaintiff;

(D). Determine the applicable policy of insurance does not exclude coverage for a global pandemic and COVID-19;

(E). Determine Plaintiff is entitled to Extra Expense insurance coverage under the policy of insurance;

(F). Determine Plaintiff is entitled to Civil Authority insurance coverage under the policy of insurance; and

(G). Take any other action the Court deems necessary and proper, including but not limited to, the award of supplemental relief under Section 86.061 of the Florida Statutes, reasonable attorney's fees under Section 627.428 of the Florida Statutes, reasonable Legal Assistant fees under Section 57.104 of the Florida Statutes, pre-

judgment damages from the date of the breach of the policy to the present, post-judgment interest as provided by Section 55.03 of the Florida Statutes, and the taxable costs of this action under Section 57.041, 57.071 and 86.081 of the Florida Statutes.

COUNT II-BREACH OF CONTRACT

70. The allegations of paragraphs 2 through and including 28 above are incorporated herein as if fully set forth.

71. At all times material, Plaintiff performed all of its duties, responsibilities, and conditions precedent under the aforementioned contract of insurance.

72. Defendants have failed to perform their part of the contract of insurance and have materially breached their obligations to the Plaintiff under the insurance policy. Those breached obligations go to the essence of the insurance contract and are material to the obligation between the parties.

73. As a direct result of the Defendants' failure to materially perform under the insurance policy, Plaintiff has suffered monetary business interruption, extra expense damages, and Civil Authority damages, which should have been paid by Defendants pursuant to the aforementioned policy of insurance.

WHEREFORE, the Plaintiff, **FOREVER YOUNG MED SPA LLC**, respectfully demands judgment against Defendants, **CRUM & FORSTER SPECIALTY INSURANCE COMPANY, NATIONAL FIRE & MARINE INSURANCE COMPANY** and **CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, a/k/a LLOYD'S 4242 and LLOYD'S 1458**, for compensatory, consequential and special damages, including, but not limited to loss of business income and extra expense damages as defined by the aforementioned policy of insurance, attorney's fees under Section 627.428 of the Florida Statutes, Legal

Assistant fees pursuant to Section 57.104 of the Florida Statutes, pre-judgment damages from the date of the breach of the policy to the present, post-judgment interest as provided by Section 55.03 of the Florida Statutes, and the taxable costs of this action under Sections 57.041 and 57.071 of the Florida Statutes.

Dated this 13th day of July 2020.

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