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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

KCJ STUDIOS, LLC, dba Barre3 Ballard
Exercise Studio, HUMBLE WARRIOR LLC,
dba Barre3 Roosevelt & Capitol Hill, and
ALELG, LLC, dba Barre3 Felida, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

SENTINEL INSURANCE COMPANY,
LIMITED,

Defendant.

No.

COMPLAINT—CLASS ACTION

JURY DEMAND

I. INTRODUCTION

Plaintiffs, KCJ STUDIOS, LLC, dba Barre3 Ballard Exercise Studio (“Barre3 Ballard”),
HUMBLE WARRIOR LLC, dba Barre3 Roosevelt & Capitol Hill, (“Barre3 Roosevelt”), and
ALELG, LLC, dba Barre3 Felida (“Barre3 Felida”), individually and on behalf of all other
similarly situated members of the defined national class (the “Class Members”), by and through
the undersigned attorneys, bring this class action against Defendant Sentinel Insurance
Company, Limited (“Defendant” or “Sentinel”) and allege as follows based on personal
knowledge and information and belief:

1 **II. JURISDICTION AND VENUE**

2 1. This Court has subject matter jurisdiction pursuant to the Class Action Fairness
3 Act of 2005, 28 U.S.C. § 1332(d), because at least one member of the proposed Class is a citizen
4 of a state different from that of Defendant, the proposed Class has more than 100 members, and
5 the aggregate amount in controversy exceeds \$5,000,000. The Court has supplemental
6 jurisdiction over Plaintiffs’ state law claims under 28 U.S.C. § 1367.
7

8 2. This Court has personal jurisdiction over Defendant because Defendant registered
9 to do business in Washington, has sufficient minimum contacts in Washington, and otherwise
10 intentionally avails itself of the markets within Washington through its business activities, such
11 that the exercise of personal jurisdiction by this Court is proper. Moreover, jurisdiction exists
12 because Plaintiffs’ claims arise out of and directly relate to Defendant’s contacts with
13 Washington. Plaintiffs have standing to bring each claim against Defendant as a class
14 representative whose claims are typical and common of the class under Fed. R. Civ. P. 23.
15

16 3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(3) because the
17 Court has personal jurisdiction over Defendant, a substantial portion of the alleged wrongdoing
18 occurred in this District and the state of Washington, and Defendant has sufficient contacts with
19 this District and the state of Washington.
20

21 4. Venue is proper in the Western District of Washington pursuant to 28 U.S.C.
22 § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims at
23 issue in this Complaint arose in this District. Three of Plaintiffs’ businesses at issue are in
24 Seattle, King County and one is in Vancouver, Clark County, Washington. This action is
25 therefore appropriately filed in the Seattle Division because a substantial portion of the events
26

1 giving rise to this lawsuit arose in King County, and three of the four physical locations at issue
2 are in King County.

3 **III. PARTIES**

4 5. Plaintiffs are Barre3 licensees and franchisees.

5 6. Barre3 Ballard owns and operates a barre exercise studio in Seattle's Ballard
6 neighborhood at 5711 24th Ave NW, Suite 150, Seattle, Washington 98107.

7 7. Barre3 Roosevelt owns and operates two barre exercise studios: one in Seattle's
8 Roosevelt neighborhood at 6408 Roosevelt Way NE, Seattle, Washington 98115; and one in
9 Seattle's Capitol Hill neighborhood at 1404 12th Avenue, Seattle, Washington 98122.

10 8. Barre3 Felida owns and operates a barre exercise studio in Vancouver's Felida
11 neighborhood at 3604 NW 119th Street, Vancouver, Washington 98685.

12 9. Defendant Sentinel Insurance Company, Limited is an insurance carrier
13 incorporated and domiciled in Connecticut, with its principal place of business in Hartford
14 Connecticut.

15 10. Defendant Sentinel is authorized to write, sell, and issue business insurance
16 policies in all 50 states. Defendant conducted business within these states by selling and issuing
17 business insurance policies to policyholders, including Plaintiffs.

18 **IV. NATURE OF THE CASE**

19 11. This lawsuit is filed to ensure that Plaintiffs and other similarly-situated
20 policyholders receive the insurance benefits to which they are entitled and for which they paid.

21 12. Plaintiffs' Barre3 facilities are exercise studios that provide live, instructor-led,
22 full-body workouts blending barre, yoga, cardio, and Pilates movements to improve
23 cardiovascular health, flexibility, and to tone and strengthen the body.
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1 13. Plaintiffs' Barre3 classes use physical equipment and facilities in the studio such
2 as mirrors, ballet barres, core balls, mats, sliders, and resistance bands, all of which facilitate the
3 workout.

4 14. Defendant Sentinel issued one or more insurance policies to Barre3 Ballard,
5 including a Spectrum Business Owners Policy and related endorsements (bearing ISO form
6 number SS 00 01 03 14), and a Special Property Coverage Form (bearing ISO form number SS
7 00 07 07 05) insuring Barre3 Ballard's property and business and other coverages, with effective
8 dates of December 1, 2019 to December 1, 2020.

9 15. Defendant Sentinel issued one or more insurance policies to Barre3 Roosevelt,
10 including a Spectrum Business Owners Policy and related endorsements (bearing ISO form SS
11 00 01 03 14), and a Special Property Coverage Form (bearing ISO form number SS 00 07 07 05),
12 insuring Barre3 Roosevelt's property and business and other coverages, with effective dates of:
13 (1) June 2, 2019 to June 2, 2020, and (2) June 2, 2020 to June 2, 2021.

14 16. Defendant Sentinel issued one or more insurance policies to Barre3 Felida,
15 including a Spectrum Business Owners Policy and related endorsements (bearing ISO form SS
16 00 01 03 14), and a Special Property Coverage Form (bearing ISO form number SS 00 07 07 05),
17 insuring Barre3 Felida's property and business and other coverages, with effective dates of
18 August 22, 2019 to August 22, 2020.

19 17. Plaintiffs' business interruption coverage policies are materially identical.

20 18. Plaintiffs' business interruption coverage policies are based on and materially
21 identical to an insurance industry standardized form. On information and belief, Defendant
22 issues this business interruption coverage form to policyholders in all fifty states, including
23 Washington.

1 19. Plaintiffs’ business properties include property owned and/or leased by Plaintiffs
2 and used for the specific purpose of in-person studio exercise classes and related business.

3 20. Defendant’s policies issued to Plaintiffs are “all-risk” policies that provide broad
4 property and business interruption coverage except where excluded.

5 21. Defendant’s insurance policies issued to Plaintiffs promise to pay Plaintiffs for
6 “direct physical loss of or physical damage to” covered property.
7

8 22. Defendant Sentinel’s insurance policy issued to Plaintiffs includes Business
9 Income Coverage, Extra Expense Coverage, Extended Business Income Coverage, and Civil
10 Authority Coverage.

11 23. Plaintiffs paid all premiums for the coverage when due.

12 24. On or about January 2020, the United States of America saw its first cases of
13 persons infected by COVID-19, which has been designated a worldwide pandemic.
14

15 25. COVID-19 remains stable and transmittable in aerosols for up to three hours and
16 up to two or three days on certain surfaces. Persons infected with COVID-19 can be
17 asymptomatic. COVID-19 is spread by breathing, talking, and touching shared or common
18 objects or surfaces. Guidance issued by the United States Centers for Disease Control &
19 Prevention recommends avoiding indoor activities, maintaining social distance of at least six feet
20 between people, and not sharing exercise items such as resistance bands, to slow or stop the
21 spread of COVID-19.¹
22

23 26. On February 29, 2020, Washington Governor Jay Inslee issued Proclamation 20-
24 05, declaring a State of Emergency for all counties in the State of Washington as the result of the
25

26 ¹ *Coronavirus Disease 2019 (COVID-19): Personal and Social Activities*, Centers for Disease Control & Prevention
(updated July 30, 2020), <https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/personal-social-activities.html>.

1 COVID-19 outbreak. Thereafter, he issued a series of certain proclamations and orders affecting
2 many persons and businesses in Washington, whether infected with COVID-19 or not, requiring
3 certain public health precautions.

4 27. On March 16, 2020, Governor Inslee issued Proclamation 20-13.

5 28. Proclamation 20-13 states that “the COVID-19 disease has and continues to
6 spread quickly across the state of Washington, beyond the original community outbreaks in
7 King, Pierce, and Snohomish counties... .”

8 29. Proclamation 20-13 prohibits “any number of people from gathering in any public
9 venue in which people congregate for purposes of . . . fitness and other similar activities[.]” The
10 proclamation further prohibits “the operation of public venues in which people congregate for
11 entertainment, social or recreational purposes, including but not limited to . . . gyms, fitness
12 centers . . . and other similar venues, which prohibition shall remain in effect until midnight on
13 March 31, 2020, unless extended beyond that date.”

14 30. Proclamation 20-13 states that one of the reasons for its restrictions is that “the
15 worldwide COVID-19 pandemic and its progression in Washington State continues to threaten
16 the life and health of our people as well as the economy of Washington State, and remains a
17 public disaster affecting life, health, property, or the public peace.”

18 31. On information and belief, Proclamation 20-13 refers to property damage
19 throughout Washington State, including in King County and Clark County where Plaintiffs’
20 businesses are located.

21 32. On March 23, 2020, Governor Inslee issued Proclamation 20-25, “Stay Home-
22 Stay Healthy.” The proclamation, which amends Proclamation 20-13, requires that “[a]ll people
23 in Washington State [] immediately cease leaving their home or place of residence except: (1) to
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1 conduct or participate in essential activities, and/or (2) for employment in essential business
2 activities.” The proclamation prohibits “all non-essential businesses in Washington State from
3 conducting business, within the limitations provided herein.”

4 33. Governor Inslee’s Proclamations and Orders related to COVID-19 have been
5 extended and modified from time to time.

6 34. On August 3, 2020, Governor Inslee issued additional restrictions on the
7 operation of indoor fitness gyms and studios, effective as of August 10, 2020.

8 35. By order of Governor Inslee, exercise studios, gyms, and workout facilities,
9 including Plaintiffs’ studios, were prohibited from operating their businesses except according to
10 the terms of the proclamation and orders.

11 36. Due to Governor Inslee’s order, beginning on or about March 19, 2020, Plaintiffs
12 were unable to use their physical business properties and other insured business property for their
13 intended purpose.

14 37. Governors and civil authorities in other states have issued similar orders and
15 proclamations, for similar reasons.

16 38. Plaintiffs’ properties have sustained direct physical loss and/or damage related to
17 COVID-19, property damage related to COVID-19, and/or the proclamations and orders.

18 39. Plaintiffs’ properties will continue to sustain direct physical loss or damage
19 covered by the Sentinel policies, including but not limited to business interruption, extra
20 expense, interruption by civil authority, and other expenses.

21 40. As a result of the above, Plaintiffs have experienced and will experience loss
22 covered by the Sentinel policies.
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1 41. Each Plaintiff filed a claim with Defendant in March 2020 for its losses covered
2 by the Policy.

3 42. Defendant denied coverage to each Plaintiff by letters dated March 26 and March
4 30, 2020.

5 43. Defendant's denial letters to Plaintiffs were materially identical.

6 44. Defendant's letters denying coverage to each Plaintiff, state in part:

7
8 We have completed a review of your loss and have determined that since the
9 coronavirus did not cause property damage at your place of business or in the
immediate area, this loss is not covered.

10 45. Upon information and belief, Defendant has denied and will deny coverage to
11 other similarly situated policyholders.

12 **V. CLASS ACTION ALLEGATIONS**

13 46. This matter is brought by Plaintiffs on behalf of themselves and those similarly
14 situated, under Federal Rules of Civil Procedure 23(b)(1), 23(b)(2), and 23(b)(3).

15 47. The Classes that Plaintiffs seek to represent are defined as:

16
17 A. ***Business Income Breach of Contract Class:*** All persons and entities in
18 the United States issued a Sentinel policy with Business Income Coverage who suffered a
19 suspension of their business at the covered premises related to COVID-19 and/or orders
20 issued by Governor Inslee, other Governors, and/or other civil authorities and whose
21 Business Income claim has been denied by Sentinel.

22
23 B. ***Business Income Declaratory Relief Class:*** All persons and entities in the
24 United States issued a Sentinel policy with Business Income Coverage who suffered a
25 suspension of their business at the covered premises related to COVID-19 and/or orders
26 issued by Governor Inslee, other Governors, and/or other civil authorities.

1 C. ***Extended Business Income Breach of Contract Class:*** All persons and
2 entities in the United States issued a Sentinel policy with Extended Business Income
3 Coverage who suffered a suspension of their business at the covered premises related to
4 COVID-19 and/or orders issued by Governor Inslee, other Governors, and/or other civil
5 authorities and whose Extended Business Income claim has been denied by Sentinel.
6

7 D. ***Extended Business Income Declaratory Relief Class:*** All persons and
8 entities in the United States issued a Sentinel policy with Extended Business Income
9 Coverage who suffered a suspension of their business at the covered premises related to
10 COVID-19 and/or orders issued by Governor Inslee, other Governors, and/or other civil
11 authorities.
12

13 E. ***Extra Expense Breach of Contract Class:*** All persons and entities in the
14 United States issued a Sentinel policy with Extra Expense Coverage who sought to
15 minimize losses from the suspension of their business at the covered premises in
16 connection with COVID-19 and/or orders issued by Governor Inslee, other Governors,
17 and/or other civil authorities and whose Extra Expense claim has been denied by
18 Sentinel.
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20 F. ***Extra Expense Declaratory Relief Class:*** All persons and entities in the
21 United States issued a Sentinel policy with Extra Expense Coverage who sought to
22 minimize losses from the suspension of their business at the covered premises in
23 connection with COVID-19 and/or orders issued by Governor Inslee, other Governors,
24 and/or other civil authorities.
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26 G. ***Civil Authority Breach of Contract Class:*** All persons and entities in the
United States issued a Sentinel policy with Civil Authority Coverage who suffered a

1 suspension of their business and/or extra expense at the covered premises related to
2 COVID-19 and/or orders issued by Governor Inslee, other Governors, and/or other civil
3 authorities and whose Civil Authority claim has been denied by Sentinel.

4 H. **Civil Authority Declaratory Relief Class:** All persons and entities in the
5 United States issued a Sentinel policy with Civil Authority Coverage who suffered a
6 suspension of their business at the covered premises related to COVID-19 and/or orders
7 issued by Governor Inslee, other Governors, and/or other civil authorities.
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9 48. Excluded from the Classes are Defendant's officers, directors, and employees; the
10 judicial officers and associated court staff assigned to this case; and the immediate family
11 members of such officers and staff. Plaintiffs reserve the right to amend the Class definitions
12 based on information obtained in discovery.
13

14 49. This action may properly be maintained on behalf of each proposed Class under
15 the criteria of Rule 23 of the Federal Rules of Civil Procedure.

16 50. **Numerosity:** The members of the Class are so numerous that joinder of all
17 members would be impractical. Plaintiffs are informed and believe that each proposed Class has
18 hundreds of members. The precise number of class members can be ascertained through
19 discovery, which will include Defendant's records of policyholders.
20

21 51. **Commonality and Predominance:** Common questions of law and fact
22 predominate over any questions affecting only individual members of the Class. Common
23 questions include, but are not limited to, the following:

24 A. Whether the class members suffered covered losses based on common
25 policies issued to members of the Class;
26

1 B. Whether Sentinel acted in a manner common to the Class by wrongfully
2 and uniformly denying claims for coverage relating to COVID-19 and/or orders issued by
3 Governor Inslee, other Governors, and/or other civil authorities on the same grounds
4 and/or otherwise in breach of the law of contracts;

5 C. Whether Business Income Coverage in Sentinel’s policies of insurance
6 applies to a suspension of business relating to COVID-19 and/or orders issued by
7 Governor Inslee, other Governors, and/or other civil authorities;

8 D. Whether Extended Business Income Coverage in Sentinel’s policies of
9 insurance applies to a suspension of business relating to COVID-19 and/or orders issued
10 by Governor Inslee, other Governors, and/or other civil authorities;

11 E. Whether Extra Expense Coverage in Sentinel’s policies of insurance
12 applies to efforts to minimize a loss at the covered premises relating to COVID-19 and/or
13 orders issued by Governor Inslee, other Governors, and/or other civil authorities;

14 F. Whether Civil Authority Coverage in Sentinel’s policies of insurance
15 applies to a suspension of business relating to COVID-19 and/or orders issued by
16 Governor Inslee, other Governors, and/or civil authorities;

17 G. Whether Sentinel has breached its contracts of insurance through a blanket
18 denial of all claims based on business interruption, income loss or closures related to
19 COVID-19 and/or orders issued by Governor Inslee, other Governors, and/or other civil
20 authorities;

21 H. Whether, because of Defendant’s conduct, Plaintiffs and the class
22 members have suffered damages; and if so, the appropriate amount thereof; and
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1 I. Whether, because of Defendant's conduct, Plaintiffs and the class
2 members are entitled to equitable and declaratory relief, and if so, the nature of such
3 relief.

4 52. **Typicality:** Plaintiffs' claims are typical of the claims of the members of the
5 classes. Plaintiffs and all the members of the classes have been injured by the same wrongful
6 practices of Defendant. Plaintiffs' claims arise from the same practices and course of conduct
7 that give rise to the claims of the members of the Class and are based on the same legal theories.

8 53. **Adequacy:** Plaintiffs will fully and adequately assert and protect the interests of
9 the classes and has retained class counsel who are experienced and qualified in prosecuting class
10 actions. Neither Plaintiffs nor their attorneys have any interests contrary to or in conflict with the
11 Class.
12

13 54. **Federal Rule of Civil Procedure 23(b)(1), the Risk of Inconsistent or Varying**
14 **Adjudications and Impairment to Other Class Members' Interests:** Plaintiffs seek
15 adjudication as to the interpretation, and resultant scope, of Defendant's policies, which are
16 common to all members of the class. The prosecution of separate actions by individual members
17 of the classes would risk inconsistent or varying interpretations of those policy terms and create
18 inconsistent standards of conduct for Defendant. The policy interpretations sought by Plaintiffs
19 could also impair the ability of absent class members to protect their interests.
20

21 55. **Federal Rule of Civil Procedure 23(b)(2), Declaratory and Injunctive Relief:**
22 Defendant acted or refused to act on grounds generally applicable to Plaintiffs and other
23 members of the proposed class making injunctive relief and declaratory relief appropriate on a
24 classwide basis.
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