

COVID Business Interruption Litigation  
Current Scorecard

Case Name	Court	Date	On Premises Alleged?	Virus X'n	Movant	Motion Type	Motion Outcome	Basis(es)/Key Quotes	Prevailing Party
<a href="#">Diesel Barbershop, LLC et al. v. State Farm Lloyds</a>	WDTX	2020-08-13	No	Yes	Insurer	Dismiss	GRANTED	"There was no direct physical loss, and even if there were direct physical loss, the virus exclusion applies to bar plaintiffs' claims."	Insurer
<a href="#">Studio 417, Inc. et al. v. Cincinnati Ins. Co.</a>	WDMO	2020-08-06	"Likely"	No	Insurer	Dismiss	DENIED	"But the present case is not about whether COVID-19 damages lungs, the presence of COVID-19 on premises, as is alleged here, is not a benign condition. Regardless of the allegations in <i>Social Life</i> or other cases, Plaintiffs here have plausibly alleged that COVID-19 particles attached to and damaged their property, which made their premises unsafe and unusable. This is enough to survive a motion to dismiss."	PH
<a href="#">Rose's 1, LLC et al. v. Erie Ins. Exchange</a>	DC	2020-08-05	Unknown	No	Both	Summary Judgment	DENIED & GRANTED	"While the Court is sympathetic to the plight of Plaintiffs, it must grant summary judgment to Defendant as a matter of law." "[E]ven in the absence of such a [pandemic-related] exclusion, Plaintiffs would still be required to show a "direct physical loss." Because they cannot do so, the Court grants summary judgment to Defendant.	Insurer

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<a href="#">Gavrilides Management Co. v. Michigan Ins. Co.</a>	M	2020-07-01	No	No	Insurer	Summary Disposition	GRANTED	No direct physical loss. Direct physical loss "has to be something with material existence. Something that is tangible. Something...that alters the physical integrity of property."	Insurer
<a href="#">Social Life Magazine, Inc. v. Sentinel Ins. Co. Ltd.</a>	SDNY	2020-05-14	Unknown	No	PH	Preliminary injunction	DENIED	No direct physical loss. "New York law is clear that this kind of business interruption needs some damage to the property to prohibit you from going. You get an A for effort, you get a gold star for creativity, but this is not what's covered under these insurance policies."	Insurer