

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

JULIA BROWN, on behalf of herself and other individuals  
similarly situated,

Plaintiffs,

against

SARA INTONATO; SARA YOGA D/B/A SARA  
INTONATO; and other affiliated entities,

Defendants.

**Index No.:**

**SUMMONS**

Date Filed: November 10, 2020

Plaintiffs designate the  
**COUNTY OF NASSAU**  
as the place of trial.

Venue is based on:  
*Lex loci actus.*

TO THE ABOVE NAMED DEFENDANT(S):

**YOU ARE HEREBY SUMMONED** to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance, on Plaintiffs' attorney within twenty (20) days after the service of this Summons, exclusive of the day of service (or within thirty [30] days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of failure to appear or answer, judgment will be taken against you by default of the relief demanded in the Complaint.

Dated: November 10, 2020  
Carle Place, New York



**LEEDS BROWN LAW, P.C.**

Michael A. Tompkins, Esq.

Jeffrey K. Brown

One Old Country Road, Suite 347

Carle Place, New York 11514

Tel: (516) 873-9550

*Counsel for Named Plaintiff & Putative Class*

TO:

SARA INTONATO  
8 Saint Andrews Dr.  
Huntington NY 11743

SARA YOGA D/B/A SARA INTONATO  
8 Saint Andrews Dr.  
Huntington NY 11743

NEW YORK STATE SUPREME COURT  
COUNTY OF NASSAUJULIA BROWN, on behalf of herself and other individuals  
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**CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

Named Plaintiff JULIA BROWN (hereinafter “Named Plaintiff”, “Plaintiff Brown” or “Plaintiff”), individually and on behalf of all others similarly situated, by her attorneys, alleges the following upon information and belief, except for those allegations pertaining to Plaintiff, which are based on personal knowledge:

**NATURE OF THE ACTION**

1. This action seeks to remedy the deceptive and misleading business practices of SARA INTONATO, SARA YOGA D/B/A SARA INTONATO, and any other affiliated entities (hereinafter “Defendants” or “Sara Yoga”) with respect to the marketing, sale, and non-essential, non-medical yoga and mentorship services provided customers throughout the state of New York.

2. During the Novel Coronavirus 2019 pandemic (“Covid-19”), Defendants were unable to provide services to its customers.

3. In accordance with executive orders and other laws and regulations effective during Covid-19, it was illegal to provide non-essential, non-medical yoga and mentorship services in person.

4. Defendants' services were covered by executive orders, laws, and regulations in effective during Covid-19.

5. It was illegal for Defendants to provide its services to Plaintiff and other customers given the safety and health issues that were associated with Covid-19.

6. Despite being unable to provide those services, Defendants continued to collect and retain monies from its customers.

7. Defendants have illegally and unjustly profited from Covid-19.

8. Defendants have refused to offer refunds, discounts, and/or rebates for services that they were unable to provide as a result of the Novel Coronavirus 2019 ("Covid-19").

9. Rather than extend memberships or extend health services to account for the period of time in which services could not be provided, Defendants elected to retain this money.

10. In fact, when Plaintiff Brown requested an extension of membership or a return of the proceeds from the period of time in which the services were unavailable, Defendants refused.

11. As such, Defendants have violated contract law within New York State, as well as consumer protection statutes that protect customers like Plaintiff from deceptive and unfair business practices.

12. Defendants' conduct violated and continues to violate, *inter alia*, New York General Business Law §§ 349 and 350.

13. Defendants have been and continue to be unjustly enriched.

14. Accordingly, Plaintiff brings this action against Defendants on behalf of herself and Class Members who paid for the services during Covid-19 and failed to receive the services.

### **FACTS**

15. Defendants market, sell, and provides in-person yoga and mentorship services,

including “in-the-moment skills training.”

16. Plaintiff and Defendants entered into a contractual agreement on November 20, 2019 for Defendants to provide those services to Plaintiff in exchange for the payment of \$750 per month for a period of six months.

17. The expiration of that agreement was to occur on May 20, 2020.

18. During March 2020 and as a result of Covid-19, Governor Andrew Cuomo issued several executive orders that were aimed at preventing the spread of the virus and protecting the public at large.

19. In Executive Order No. 202 et seq., Gov. Cuomo made it illegal for individuals to congregate indoors for non-essential, non-medical services.

20. This order included a quarantine requirement for services provided by Defendants.

21. Defendants were unable to provide its specialized services in-person to Plaintiff.

22. Plaintiff Brown requested that Defendants “extend the balance of the unused package so [Plaintiff Brown] can continue to work with [Sara Yoga] and get all the benefits associated with your teachings and classes.”

23. Defendants refused and instead offered one class as a conciliation.

24. Defendants then referred the matter to their attorney, Mr. Richard Dubi.

25. On July 13, 2020, Plaintiff initiated arbitration with the American Arbitration Association (“AAA”).

26. On Sept. 3, 2020, Defendants abandoned the arbitration including by refusing to make timely payment of administration fees owed under AAA’s rules and by refusing to waive portions of the contract that AAA believed violated due process.

27. AAA declined to administer the dispute and noted that “either party may choose

to submit its dispute to the appropriate court for resolution.”

28. Plaintiff hereby submits this dispute to this Court for resolution on behalf of herself and other similarly situated individuals, including customers that contracted with Defendants and paid Defendants for services that were not provided during the quarantine associated with the Covid-19 pandemic.

### **JURISDICTION AND VENUE**

29. This Court has personal jurisdiction over Defendants because Defendants conduct and transact business in the State of New York, contract to supply services within the State of New York, and supply services within the State of New York.

30. This venue is proper because Plaintiff resides in Nassau County, and a substantial part of the events or omissions giving rise to the Plaintiff and class’s claims occurred in Nassau County.

31. Upon information and belief, the sale of Defendants’ products in the state of New York to New York residents exceeds \$30,000.

### **PARTIES**

32. Plaintiff Julia Brown is an individual customer who, at all times material hereto, was a citizen of Nassau County and purchased services from Defendants in or around September 2019.

33. Defendant Sara Intonato is a resident of Suffolk County and is the principal in charge of the business that does business as “Sara Yoga”.

34. Sara Intonato promotes herself as an “Authorized Level 2 Ashtanga Yoga Teacher”

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