

Insurance Commissioner
ACCEPTED SOP

NOV 03 2023

TIME: 1pm

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SPOKANE**

LISA ANDERSON, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

vs.

CONSUMER PROGRAM
ADMINISTRATORS, INC., an Illinois
corporation, and VIRGINIA SURETY
COMPANY, a Delaware corporation;

Defendants.

Case No. **232 04555-32**
CLASS COMPLAINT

COMES NOW the Plaintiff, LISA ANDERSON, on behalf of herself and all others
similarly situated, by and through her attorneys of record, *Cameron Sutherland, PLLC*, for
causes of action against the above-named Defendants, complains and alleges as follows:

I. INTRODUCTION

1.1 This action involves a vehicle service contract provider that issues, sells, or offers
for sale various service contracts (VSCs) and protection product guarantees (PPGs) without
providing or affirming important consumer disclosures as required by Washington law. RCW
48.110.075(2) mandates such disclosures as a prerequisite to issuing, selling, or offering for sale
any VSC or PPG in the state.

1 1.2 Ms. Anderson brings this action against the above-captioned Defendants on
2 behalf of herself and all others similarly situated to recover damages, costs, attorneys' fees, and
3 any other relief the court deems just and proper for the Defendants' violations of Washington's
4 Consumer Protection Act (CPA), RCW 19.86, *et seq.*, vis-à-vis their violations of Washington's

5 Service Contract Providers Act (SCPA), RCW 48.110, *et seq.* Ms. Anderson also seeks
6 injunctive relief to enjoin the Defendants from continuing, initiating, or re-initiating business
7 practices that violate Washington's consumer protection standards and statutory requirements.

8 **II. IDENTITY OF PARTIES**

9 2.1 Plaintiff LISA ANDERSON is a natural person residing in Spokane, Washington,
10 who purchased the VSC and PPG at issue in Spokane County in conjunction with a vehicle
11 purchase from an Autonation dealership in Spokane Valley, Washington.

12 2.2 Defendant CONSUMER PRODUCT ADMINISTRATORS, INC. (CPAI), is an
13 Illinois corporation that is engaged in the issue, sale, and servicing of VSCs and PPGs
14 throughout Washington, including those issued and sold to Ms. Anderson. CPAI is a "service
15 contract provider" as that term is defined under RCW 48.110.020(20) and/or a "service contract
16 seller" as that term is defined under RCW 48.110.020(21). Ms. Anderson is entitled to bring an
17 action against a VSC and/or PPG provider and/or seller pursuant to RCW 48.110.140.

18 2.3 Defendant VIRGINIA SURETY COMPANY, INC. (VA Surety), is an Illinois
19 corporation that issues reimbursement insurance policies for VSCs and PPGs issued and sold by
20 Defendant NPCC in Washington. Ms. Anderson is entitled to bring an action against an insurer
21 issuing the applicable VSC and/or PPG reimbursement insurance policy pursuant to RCW
22 48.110.140.

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III. STATEMENT OF JURISDICTION AND VENUE

3.1 This Court has jurisdiction over the parties to this action pursuant to RCW 4.28.080 and 4.28.185.

3.2 Venue is proper in this Court pursuant to RCW 4.12.020.

IV. FACTUAL BACKGROUND

4.1 The Plaintiff incorporates and realleges the allegations contained in Paragraphs 1.1 through 3.2, above.

4.2 On or about June 18, 2022, Ms. Anderson purchased a 2014 Land Rover Range Rover Evoque, identified by VIN SALVV2BG3EH947662, from a consumer retail dealership in Spokane Valley, Washington.

4.3 In conjunction with the sale of the Range Rover, the dealership issued, sold and/or offered to sell to Ms. Anderson a VSC branded as “AutoNation Vehicle Care Protection” on behalf of Defendant CPAI, which included various products and services priced at \$399.

4.4 At times relevant to this action, Defendant CPAI was insured by Defendant Virginia Surety Company, which issued the applicable VSC and/or PPG reimbursement insurance policy/ies required under RCW 48.110.055.

4.5 The VSC branded as “AutoNation Vehicle Care Protection” did not contain any statement initialed by the service contract holder disclosing material conditions that the service contract holder must meet to maintain coverage under the contract including, but not limited to, any maintenance schedule to which the service contract holder must adhere, any requirement placed on the service contract holder for documenting repair or maintenance work, any duty to protect against any further damage, and any procedure to which the service contract holder must adhere for filing claims.

1 4.6 RCW 48.110.075(2)(e)(i) states that VSCs, including PPGs, “shall not be issued,
2 sold, or offered for sale in this state or sold to consumers in this state” unless the VSC contains
3 such a statement as referenced in the preceding paragraph.

4 4.7 The VSC and PPG branded as “AutoNation Vehicle Care Protection” did not
5 contain any statement initialed by the service contract holder disclosing the work and parts
6 covered by the contract.

7 4.8 RCW 48.110.075(2)(e)(ii) states that VSCs, including PPGs, “shall not be issued,
8 sold, or offered for sale in this state or sold to consumers in this state” unless the VSC contains
9 such a statement as referenced in the preceding paragraph.

10 4.9 The VSC branded as “AutoNation Vehicle Care Protection” did not contain any
11 statement initialed by the service contract holder disclosing any time or mileage limitations.

12 4.10 RCW 48.110.075(2)(e)(iii) states that VSCs, including PPGs, “shall not be issued,
13 sold, or offered for sale in this state or sold to consumers in this state” unless the VSC contains
14 such a statement as referenced in the preceding paragraph.

15 4.11 The VSC branded as “AutoNation Vehicle Care Protection” did not contain any
16 statement initialed by the service contract holder disclosing that the implied warranty of
17 merchantability on the vehicle is not waived if the contract has been purchased within ninety
18 days of the purchase date of the vehicle from a provider or service contract seller who also sold
19 the vehicle covered by the contract.

20 4.12 RCW 48.110.075(2)(e)(iv) states that VSCs, including PPGs, “shall not be issued,
21 sold, or offered for sale in this state or sold to consumers in this state” unless the VSC contains
22 such a statement as referenced in the preceding paragraph.

23 4.13 The VSC branded as “AutoNation Vehicle Care Protection” did not contain any
24 statement initialed by the service contract holder disclosing any exclusions of coverage.

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1 4.14 RCW 48.110.075(2)(e)(v) states that VSCs, including PPGs, “shall not be issued,
2 sold, or offered for sale in this state or sold to consumers in this state” unless the VSC contains
3 such a statement as referenced in the preceding paragraph.

4 4.15 The VSC branded as “AutoNation Vehicle Care Protection” did not contain any
5 statement initialed by the service contract holder disclosing the contract holder's right to return
6 the contract for a refund.

7 4.16 RCW 48.110.075(2)(e)(vi) states that VSCs, including PPGs, “shall not be issued,
8 sold, or offered for sale in this state or sold to consumers in this state” unless the VSC contains
9 such a statement as referenced in the preceding paragraph.

10 4.17 The VSC branded as “AutoNation Vehicle Care Protection” did not contain any
11 statement disclosing that the obligations of the provider to the service contract holder are
12 guaranteed under a reimbursement insurance policy, the name and address of the issuer of the
13 reimbursement insurance policy, the applicable policy number, and the means by which a service
14 contract holder may file a claim under the policy.

15 4.18 RCW 48.110.075(2)(b) states that VSCs, including PPGs, “shall not be issued,
16 sold, or offered for sale in this state or sold to consumers in this state” unless the VSC contains
17 such a statement and content as referenced in the preceding paragraph.

18 4.19 “Services provided pursuant to a protection product guarantee” are included
19 within the statutory definition of “service contract” under RCW 48.110.030(18)(b)(v) and the
20 corresponding statutory provisions of RCW 48.110, *et seq.*

21 4.20 The statutory requirement that VSCs and PPGs contain initialed consumer
22 disclosures as a prerequisite to being “issued, sold, of offered for sale” to consumers in
23 Washington imposes an obligation on sellers, providers, issuers, and their insurers to ensure
24 meaningful disclosure of product limitations, consumer rights, and available remedies.

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1 5.2.2 who paid for a vehicle “Service Contract,” as that term is defined in RCW
2 48.110.020(18), and/or a “Protection Product Guarantee,” as that term is defined in RCW
3 48.110.020(11);

4 5.2.3 that was issued and/or sold by Defendant CPAI in Washington;

5 5.2.4 in which the “Service Contract” or “Protection Product Guarantee” did not
6 contain one or more of the mandatory consumer disclosures enumerated in RCW
7 48.110.075(2)(e)(i) – (vi);

8 5.2.5 within the four (4) years prior to the commencement of this lawsuit;

9 5.2.6 through the date the class is certified.

10 5.3 The Plaintiff has the same claims as the members of the class. All of the claims
11 are based on the same factual and legal theories.

12 5.4 The Plaintiff will fairly and adequately represent the interests of the class
13 members. She is committed to vigorously litigating this matter.

14 5.5 Neither the Plaintiff nor her counsel has any interests which might cause them not
15 to vigorously pursue this claim.

16 5.6 The identities of all class members are readily ascertainable from the transaction
17 records of the Defendants.

18 5.7 Excluded from the class are the Defendants and all officers, members, partners,
19 managers, directors, and employees of the Defendants and their respective immediate families,
20 as well as legal counsel for all parties and the judge assigned to this action and all members of
21 their immediate families.

22 5.8 A class action is a superior method for the fair and efficient adjudication of this
23 controversy.

24 5.9 Class-wide damages are essential to induce the Defendants to comply with the
25 law.

1 5.10 The interest of the class members in individually controlling the presentation of
2 separate claims against the Defendants is small, because the amounts of damages suffered by
3 each individual class member is relatively small.

4 5.11 Certification of a class pursuant to Rule 23(b)(3) of the Superior Court Civil
5 Rules is appropriate. A class action is the only appropriate means of resolving this controversy
6 because the class members are not aware of their rights, the class is comprised of a largely
7 vulnerable population, and the amounts of available damages for many of the class members
8 may be relatively small. In the absence of a class action, a failure of justice will result.

9 **VI. CLAIM FOR RELIEF**

10 **First Cause of Action:**
11 **Violation of Washington’s Consumer Protection Act (CPA), RCW 19.86, et seq.**

12 6.1 The Plaintiff incorporates and realleges the allegations contained in Paragraphs
13 1.1 through 5.11, above.

14 6.2 The Defendants, through their conduct, have engaged in unfair and/or deceptive
15 acts in trade or commerce in violation of Washington’s Consumer Protection Act (CPA), RCW
16 19.86, et seq.

17 6.3 Pursuant to RCW 48.110.140, the Defendants’ conduct in violation of RCW
18 48.110, et seq., constitutes unfair and/or deceptive acts and/or practices in trade or commerce
19 and/or an unfair method of competition, as specifically contemplated by RCW 19.86.020.

20 6.4 Pursuant to RCW 48.110.140, the Defendants’ conduct in violation of RCW
21 48.110, et seq., involves matters vitally affecting the public interest for the purpose of applying
22 the Consumer Protection Act, RCW 19.86, et seq.

23 6.5 Pursuant to RCW 48.110.140, the Defendants’ conduct in violation of RCW
24 48.110, et seq., is not reasonable in relation to the development and preservation of business.

1 6.6 Pursuant to RCW 48.110.140, the Defendants' actions in violation of that chapter
2 constitute violations of RCW 19.86, *et seq.*

3 6.7 The Defendants' conduct has caused injury to the Plaintiff in her business and/or
4 property.

5 6.8 The Defendants' actions, committed in violation of its legal obligations, warrant
6 exemplary damages as provided by RCW 19.86.090.

7 6.9 As a result of these violations and injuries, and pursuant to RCW 19.86.090, the
8 Plaintiff is entitled to an award of her costs and reasonably attorneys' fees incurred in vindicating
9 her claims before the court.

10 6.10 In addition to her request for an award of damages, the Plaintiff requests that the
11 court enjoin the continuation, initiation, or re-initiation of further violations by the Defendants.

12 **Second Cause of Action:**
13 **Unjust Enrichment**

14 6.11 The Defendants received cash benefits through their illegal sale and issue of
15 noncompliant VSCs to Washington consumers, including the Plaintiff.

16 6.12 The cash benefits received by the Defendants through their illegal sale and issue
17 of noncompliant VSCs were garnered at the expense of Washington consumers, including the
18 Plaintiff.

19 6.13 It would be manifestly unjust for the Defendants to retain the cash benefits
20 garnered through their illegal sale and issue of noncompliant VSCs.

21 6.14 As a result of the Defendants' unjust enrichment, the Plaintiff is entitled to
22 restitution of amounts paid or disgorgement of amounts garnered through the Defendants' illegal
23 sale and issue of noncompliant VSCs and PPGs to Washington consumers.

24 **VI. RELIEF REQUESTED**

25 WHEREFORE, the Plaintiff prays for relief as follows:

1 7.1 An order certifying class members' claims pursuant to CR 23(b)(3), appointing
2 the named Plaintiff as representative of the proposed class, or such other class as the Court may
3 deem appropriate, and appointing undersigned counsel as class counsel;

4 7.2 For a declaration that VSCs and PPGs issued, sold, or offered for sale in violation
5 of Washington law are void *ab initio*;

6 7.3 For disgorgement and/or refund of amounts received from consumers for VSC
7 and PPG products that were issued, sold, or offered for sale in violation of Washington law, for
8 each member of the putative class;

9 7.4 For exemplary damages pursuant to RCW 19.86.090;

10 7.5 For court costs and attorneys' fees incurred by the Plaintiff in this action as
11 provided by applicable statutes;

12 7.6 For an Order enjoining the Defendants from continuing, initiating, or re-initiating
13 further violations of RCW 48.110, *et seq.*

14 7.7 For restitution and/or disgorgement of monies garnered by the Defendants
15 through their prohibited conduct.

16 7.8 For such other relief as the Court may deem just and equitable.

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DATED this 27th day of October, 2023.

CAMERON SUTHERLAND, PLLC


SHAYNE SUTHERLAND, WSBA #44593
BRIAN CAMERON, WSBA #44905
Attorneys for Plaintiff

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Car Service Contract Provider Facing Class Action Over Contracts that Allegedly Violate Washington Law](#)
