

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

CASCADIA DENTAL SPECIALISTS INC.,  
individually and on behalf of all others similarly  
situated,  
  
Plaintiff,  
  
v.  
  
AMERICAN FIRE AND CASUALTY  
COMPANY,  
  
Defendant.

No.  
  
COMPLAINT—CLASS ACTION  
  
JURY DEMAND

**I. INTRODUCTION**

Plaintiff Cascadia Dental Specialists Inc. (“Cascadia Dental” or “Plaintiff”), individually and on behalf of all other similarly situated members of the defined national class and Washington State sub-classes (the “Class Members”), by and through the undersigned attorneys, brings this class action against Defendant American Fire and Casualty Insurance Company (“American Fire” or “Defendant”) and alleges 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 Class member is of diverse citizenship  
4 from Defendant, there are 100 or more Class members nationwide, and the aggregate amount in  
5 controversy exceeds \$5,000,000. The Court has supplemental jurisdiction over Plaintiff’s state  
6 law claims under 28 U.S.C. § 1367.

7  
8 2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(3) because the  
9 Court has personal jurisdiction over Defendant, a substantial portion the alleged wrongdoing  
10 occurred in this District and the state of Washington, and Defendant has sufficient contacts with  
11 this District and the state of Washington.

12 3. Venue is proper in the Western District of Washington pursuant to 28 U.S.C.  
13 § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims at  
14 issue in this Complaint arose in this District. Plaintiff’s business is located in Bellevue, King  
15 County. This action is therefore appropriately filed in the Seattle Division because a substantial  
16 portion of the events giving rise to this lawsuit arose in King County.

17  
18 **III. PARTIES**

19 4. Plaintiff Cascadia Dental Specialists Inc. owns and operates a dental business  
20 located at 14700 NE 8<sup>th</sup> St. Ste. 205, Bellevue, WA 98007.

21 5. Defendant American Fire and Casualty Company is an insurance carrier  
22 incorporated and domiciled in New Hampshire, with its principal place of business in Boston,  
23 Massachusetts.

24 6. American Fire is authorized to write, sell, and issue business insurance policies in  
25 the District of Columbia and forty-nine (49) states, including Washington. American Fire  
26

1 conducted business in Washington by selling and issuing business insurance policies to  
2 policyholders including Plaintiff.

3 **IV. NATURE OF THE CASE**

4 7. Due to COVID-19 and a state-ordered mandated closure, Plaintiff's dental  
5 business has been interrupted, curtailed, and suspended.

6 8. Plaintiff intended to rely on its business insurance to maintain income in case of  
7 an insured loss. This lawsuit is filed to ensure that Plaintiff and other similarly-situated  
8 policyholders receive the insurance benefits to which they are entitled and for which they paid.

9 9. American Fire issued one or more insurance policies to Plaintiff, including the  
10 Commercial Protector Policy and related endorsements (collectively, "the Policy"), insuring  
11 Plaintiff's property and business and other coverages from July 1, 2019, to July 1, 2020.

12 10. Plaintiff's business property includes property owned and/or leased by Plaintiff  
13 and used for general business purposes for the specific purpose of operating a dental business  
14 and other business activities.

15 11. Defendant American Fire's insurance policy issued to Plaintiff promises to pay  
16 Plaintiff for "direct physical loss of or physical damage to" covered property.

17 12. The Policy includes coverage for risks of both damage to and loss of covered  
18 property.

19 13. Defendant American Fire's insurance policy issued to Plaintiff includes Business  
20 Income Coverage, Extra Expense Coverage, Extended Business Income Coverage and Civil  
21 Authority Coverage.

22 14. Plaintiff paid all premiums for the coverage when due.  
23  
24  
25  
26

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

3 16. In light of this pandemic, on February 29, 2020, Washington Governor Jay Inslee  
4 issued Proclamation 20-5, declaring a State of Emergency for all counties in the state of  
5 Washington as the result of COVID-19. Thereafter, Governor Inslee issued a series of certain  
6 proclamations and orders affecting many persons and businesses in Washington, whether  
7 infected with COVID-19 or not, requiring certain public health precautions.  
8

9 17. On March 19, 2020, Governor Inslee issued Proclamation 20-24, “Restrictions on  
10 Non Urgent Medical Procedures.” The proclamation provides, in part:

11 WHEREAS, the health care person protective equipment supply chain in Washington  
12 State has been severely disrupted by the significant increased use of such equipment  
13 worldwide, such that there are now critical shortages of this equipment for health care  
14 workers. To curtail the spread of the COVID-19 pandemic in Washington State and to  
15 protect our health care workers as they provide health care services, it is necessary to  
16 immediately prohibit all hospitals, ambulatory surgery centers, and dental, orthodontic,  
17 and endodontic offices in Washington State from providing health care services,  
18 procedures and surgeries that require personal protective equipment, which if delayed,  
19 are not anticipated to cause harm to the patient within the next three months[.]

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

24 19. Governor Inslee has extended Proclamation 20-25 until May 31, 2020.

25 20. By order of Governor Inslee, dentists including Plaintiff were prohibited from  
26 providing dental services but for urgent and emergency procedures.

1 21. No COVID-19 virus has been detected on Plaintiff's business premises.

2 22. Plaintiff's property has sustained direct physical loss and/or damage related to  
3 COVID-19 and/or the proclamations and orders.

4 23. Plaintiff's property will continue to sustain direct physical loss or damage covered  
5 by the American Fire policy or policies, including but not limited to business interruption, extra  
6 expense, interruption by civil authority, and other expenses.  
7

8 24. Plaintiff's property cannot be used for its intended purposes.

9 25. As a result of the above, Plaintiff has experienced and will experience loss  
10 covered by the American Fire policy or policies.

11 26. On March 26, 2020, Plaintiff submitted a claim for its losses covered by the  
12 Policy.  
13

14 27. On April 6, 2020, American Fire denied coverage. In a letter to Plaintiff,  
15 American Fire stated:

16 This letter is to inform you that we have conducted an investigation for your claim for the  
17 reported loss of income due to a declaration of emergency from the American Dental  
18 Association and a subsequent, [*sic*] "stay at home" order from the governor of  
19 Washington requiring the closure of some businesses for a period of time beginning  
20 March 23, 2020 for a time of "at least two weeks." This order directly affected your  
21 dental practice forcing a closure of the business until the order has been lifted.

22 28. Upon information and belief, American Fire has denied and will deny all similar  
23 claims for coverage.

## 24 V. CLASS ACTION ALLEGATIONS

25 29. This matter is brought by Plaintiff on behalf of itself and those similarly situated,  
26 under Federal Rules of Civil Procedure 23(b)(1), 23(b)(2), and 23(b)(3).

30. The Classes that Plaintiff seeks to represent are defined as:

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

7           B.     ***Business Income Coverage Breach of Contract Washington Subclass:***  
8 All persons and entities in the State of Washington insured under an American Fire  
9 policy with Business Income Coverage who suffered a suspension of their business at the  
10 covered premises related to COVID-19 and/or orders issued by Governor Inslee, and/or  
11 other civil authorities and whose Business Income claim has been denied by American  
12 Fire.  
13

14           C.     ***Business Income Declaratory Relief Class:*** All persons and entities in the  
15 United States insured under an American Fire policy with Business Income Coverage  
16 who suffered a suspension of their business at the covered premises related to COVID-19  
17 and/or orders issued by Governor Inslee, other Governors, and/or other civil authorities.  
18

19           D.     ***Business Income Coverage Declaratory Relief Washington Subclass:*** All  
20 persons and entities in the State of Washington insured under an American Fire policy  
21 with Business Income Coverage who suffered a suspension of their business at the  
22 covered premises related to COVID-19 and/or orders issued by Governor Inslee, and/or  
23 other civil authorities.  
24

25           E.     ***Extended Business Income Breach of Contract Class:*** All persons and  
26 entities in the United States insured under an American Fire policy with Extended  
Business Income Coverage who suffered a suspension of their business at the covered

1 premises related to COVID-19 and/or orders issued by Governor Inslee, other Governors,  
2 and/or other civil authorities and whose Extended Business Income claim has been  
3 denied by American Fire.

4 F. ***Extended Business Income Breach of Contract Washington Subclass:***

5 All persons and entities in the State of Washington insured under an American Fire  
6 policy with Extended Business Income coverage who suffered a suspension of their  
7 business at the covered premises related to COVID-19 and/or orders issued by Governor  
8 Inslee, and/or other civil authorities and whose Extended Business Income claim has  
9 been denied by American Fire.

10 G. ***Extended Business Income Declaratory Relief Class:*** All persons and

11 entities in the United States insured under an American Fire policy with Extended  
12 Business Income Coverage who suffered a suspension of their business at the covered  
13 premises related to COVID-19 and/or orders issued by Governor Inslee, other Governors,  
14 and/or other civil authorities.

15 H. ***Extended Business Income Declaratory Relief Washington Subclass:*** All

16 persons and entities in the State of Washington insured under an American Fire policy  
17 with Extended Business Income coverage who suffered a suspension of their business at  
18 the covered premises related to COVID-19 and/or orders issued by Governor Inslee,  
19 and/or other civil authorities.

20 I. ***Extra Expense Breach of Contract Class:*** All persons and entities in the

21 United States insured under an American Fire policy with Extra Expense Coverage who  
22 sought to minimize losses from the suspension of their business at the covered premises  
23 in connection with COVID-19 and/or orders issued by Governor Inslee, other Governors,  
24  
25  
26

1 and/or other civil authorities and whose Extra Expense claim has been denied by  
2 American Fire.

3 J. ***Extra Expense Breach of Contract Washington Subclass:*** All persons  
4 and entities in the State of Washington insured under an American Fire policy with Extra  
5 Expense coverage who sought to minimize losses from the suspension of their business at  
6 the covered premises in connection with COVID-19 and/or orders issued by Governor  
7 Inslee, and/or other civil authorities and whose Extra Expense claim has been denied by  
8 American Fire.  
9

10 K. ***Extra Expense Declaratory Relief Class:*** All persons and entities in the  
11 United States insured under an American Fire policy with Extra Expense Coverage who  
12 sought to minimize losses from the suspension of their business at the covered premises  
13 in connection with COVID-19 and/or orders issued by Governor Inslee, other Governors,  
14 and/or other civil authorities.  
15

16 L. ***Extra Expense Declaratory Relief Washington Subclass:*** All persons and  
17 entities in the State of Washington insured under an American Fire policy with Extra  
18 Expense coverage who sought to minimize losses from the suspension of their business at  
19 the covered premises in connection with COVID-19 and/or orders issued by Governor  
20 Inslee, and/or other civil authorities.  
21

22 M. ***Civil Authority Breach of Contract Class:*** All persons and entities in the  
23 United States insured under an American Fire policy with Civil Authority Coverage who  
24 suffered a suspension of their business and/or extra expense at the covered premises  
25 related to COVID-19 and/or orders issued by Governor Inslee, other Governors, and/or  
26



1 other civil authorities and whose Civil Authority claim has been denied by American  
2 Fire.

3 N. ***Civil Authority Breach of Contract Washington Subclass:*** All persons  
4 and entities in the State of Washington insured under an American Fire policy with Civil  
5 Authority coverage who suffered a suspension of their business and/or extra expense at  
6 the covered premises related to COVID-19 and/or orders issued by Governor Inslee,  
7 and/or other civil authorities and whose Civil Authority claim has been denied by  
8 American Fire.

10 O. ***Civil Authority Declaratory Relief Class:*** All persons and entities in the  
11 United States insured under an American Fire policy with Civil Authority Coverage who  
12 suffered a suspension of their business at the covered premises related to COVID-19  
13 and/or orders issued by Governor Inslee, other Governors, and/or other civil authorities.

15 P. ***Civil Authority Declaratory Relief Washington Subclass:*** All persons and  
16 entities in the State of Washington insured under an American Fire policy with Civil  
17 Authority coverage who suffered a suspension of their business at the covered premises  
18 related to COVID-19 and/or orders issued by Governor Inslee, and/or other civil  
19 authorities.

20 31. Excluded from the Classes are Defendant's officers, directors, and employees; the  
21 judicial officers and associated court staff assigned to this case; and the immediate family  
22 members of such officers and staff. Plaintiff reserves the right to amend the Class definitions  
23 based on information obtained in discovery.

25 32. This action may properly be maintained on behalf of each proposed Class under  
26 the criteria of Rule 23 of the Federal Rules of Civil Procedure.

1           33.     **Numerosity:** The members of the Class are so numerous that joinder of all  
2 members would be impractical. Plaintiff is informed and believes that the proposed Class  
3 contains thousands of members. The precise number of class members can be ascertained  
4 through discovery, which will include Defendant’s records of policyholders.  
5

6           34.     **Commonality and Predominance:** Common questions of law and fact  
7 predominate over any questions affecting only individual members of the Class. Common  
8 questions include, but are not limited to, the following:

9           A.     Whether the class members suffered covered losses based on common  
10 policies issued to members of the Class;

11           B.     Whether American Fire acted in a manner common to the class and  
12 wrongfully denied claims for coverage relating to COVID-19 and/or orders issued by  
13 Governor Inslee, other Governors, and/or other civil authorities;  
14

15           C.     Whether Business Income Coverage in American Fire’s policies of  
16 insurance applies to a suspension of business relating to COVID-19 and/or orders issued  
17 by Governor Inslee, other Governors, and/or other civil authorities;

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

21           E.     Whether Extra Expense Coverage in American Fire’s policies of insurance  
22 applies to efforts to minimize a loss at the covered premises relating to COVID-19 and/or  
23 orders issued by Governor Inslee, other Governors, and/or other civil authorities;  
24  
25  
26

1 F. Whether Civil Authority Coverage in American Fire’s policies of  
2 insurance applies to a suspension of business relating to COVID-19 and/or orders issued  
3 by Governor Inslee, other Governors, and/or civil authorities;

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

8 H. Whether, because of Defendant’s conduct, Plaintiff and the class members  
9 have suffered damages; and if so, the appropriate amount thereof; and  
10

11 I. Whether, because of Defendant’s conduct, Plaintiff and the class members  
12 are entitled to equitable and declaratory relief, and if so, the nature of such relief.  
13

14 35. **Typicality:** Plaintiff’s claims are typical of the claims of the members of the  
15 classes. Plaintiff and all the members of the classes have been injured by the same wrongful  
16 practices of Defendant. Plaintiff’s claims arise from the same practices and course of conduct  
17 that give rise to the claims of the members of the Class and are based on the same legal theories.

18 36. **Adequacy:** Plaintiff will fully and adequately assert and protect the interests of  
19 the classes and has retained class counsel who are experienced and qualified in prosecuting class  
20 actions. Neither Plaintiff nor its attorneys have any interests contrary to or in conflict with the  
21 Class.  
22

23 37. **Federal Rule of Civil Procedure 23(b)(1), the Risk of Inconsistent or Varying**  
24 **Adjudications and Impairment to Other Class Members’ Interests:** Plaintiff seeks  
25 adjudication as to the interpretation, and resultant scope, of Defendant’s policies, which are  
26 common to all members of the class. The prosecution of separate actions by individual members

1 of the classes would risk inconsistent or varying interpretations of those policy terms and create  
2 inconsistent standards of conduct for Defendant. The policy interpretations sought by Plaintiff  
3 could also impair the ability of absent class members to protect their interests.

4           38.     **Federal Rule of Civil Procedure 23(b)(2), Declaratory and Injunctive Relief:**  
5 Defendant acted or refused to act on grounds generally applicable to Plaintiff and other members  
6 of the proposed classes making injunctive relief and declaratory relief appropriate on a classwide  
7 basis.  
8

9           39.     **Federal Rule of Civil Procedure 23(b)(3), Superiority:** A class action is  
10 superior to all other available methods of the fair and efficient adjudication of this lawsuit. While  
11 the aggregate damages sustained by the classes are likely to be in the millions of dollars, the  
12 individual damages incurred by each class member may be too small to warrant the expense of  
13 individual suits. Individual litigation creates a risk of inconsistent and/or contradictory decisions  
14 and the court system would be unduly burdened by individual litigation of such cases. A class  
15 action would result in a unified adjudication, with the benefits of economies of scale and  
16 supervision by a single court.  
17

18                                   **VI. CAUSES OF ACTION**

19                                   **Count One—Declaratory Judgment**

20                                   ***(Brought on behalf of the Business Income Coverage Declaratory Relief Class,  
21 Business Income Coverage Declaratory Relief Washington Subclass, Extended Business  
22 Income Declaratory Relief Class, Extended Business Income Declaratory Relief Washington  
23 Subclass, Extra Expense Declaratory Relief Class, Extra Expense Declaratory Relief  
24 Washington Subclass, Civil Authority Declaratory Relief Class, and Civil Authority  
25 Declaratory Relief Washington Subclass)***

26           40.     Previous paragraphs alleged are incorporated herein.

1 41. This is a cause of action for declaratory judgment pursuant to the Declaratory  
2 Judgment Act, codified at 28 U.S.C. § 2201.

3 42. Plaintiff brings this cause of action on behalf of the Business Income Coverage  
4 Declaratory Relief Class, Business Income Coverage Declaratory Relief Washington Subclass,  
5 Extended Business Income Declaratory Relief Class, Extended Business Income Declaratory  
6 Relief Washington Subclass, Extra Expense Declaratory Relief Class, Extra Expense Declaratory  
7 Relief Washington Subclass, Civil Authority Declaratory Relief Class, and Civil Authority  
8 Declaratory Relief Washington Subclass.  
9

10 43. Plaintiff seeks a declaratory judgment declaring that Plaintiff and class members'  
11 losses and expenses resulting from the interruption of their business are covered by the Policy.  
12

13 44. Plaintiff seeks a declaratory judgment declaring that American Fire is responsible  
14 for timely and fully paying all such claims.

15 **Count Two—Breach of Contract**

16 *(Brought on behalf of the Business Income Coverage Breach of Contract Class,  
17 Business Income Coverage Breach of Contract Washington Subclass, Extended  
18 Business Income Breach of Contract Class, Extended Business Income Breach of  
19 Contract Washington Subclass, Extra Expense Breach of Contract Class, Extra  
Expense Breach of Contract Washington Subclass, Civil Authority Breach of Contract  
Class, and Civil Authority Breach of Contract Washington Subclass)*

20 45. Previous paragraphs alleged are incorporated herein.

21 46. Plaintiff brings this cause of action on behalf of the Business Income Coverage  
22 Breach of Contract Class, Business Income Coverage Breach of Contract Washington Subclass,  
23 Extended Business Income Breach of Contract Class, Extended Business Income Breach of  
24 Contract Washington Subclass, Extra Expense Breach of Contract Class, Extra Expense Breach  
25  
26

1 of Contract Washington Subclass, Civil Authority Breach of Contract Class and Civil Authority  
2 Breach of Contract Washington Subclass.

3 47. The Policy is a contract under which Plaintiff and the class paid premiums to  
4 American Fire in exchange for American Fire's promise to pay plaintiff and the class for all  
5 claims covered by the Policy.

6 48. Plaintiff has paid its insurance premiums.

7 49. American Fire denied coverage for Plaintiff's claim.

8 50. Upon information and belief, American Fire has denied, and will continue to deny  
9 coverage for other similarly situated policyholders.

10 51. Denying coverage for the claim is a breach of the insurance contract.

11 52. Plaintiff is harmed by the breach of the insurance contract by American Fire.

## 12 **VII. PRAYER FOR RELIEF**

13 1. A declaratory judgment that the policy or policies cover Plaintiff's losses and  
14 expenses resulting from the interruption of the Plaintiff's business related to COVID-19 and/or  
15 orders issued by Governor Inslee, other Governors, and/or other authorities.

16 2. A declaratory judgment that the defendant is responsible for timely and fully  
17 paying all such losses.

18 3. Damages.

19 4. Pre- and post-judgment interest at the highest allowable rate.

20 5. Reasonable attorney fees and costs.

21 6. Such further and other relief as the Court shall deem appropriate.

**VIII. JURY DEMAND**

Plaintiff demands a jury trial on all claims so triable.

DATED this 14th day of May, 2020.

KELLER ROHRBACK L.L.P.

By: s/ Amy Williams-Derry

By: s/ Lynn L. Sarko

By: s/ Ian S. Birk

By: s/ Gretchen Freeman Cappio

By: s/ Irene M. Hecht

By: s/ Maureen Falecki

By: s/ Nathan L. Nanfelt

Amy Williams-Derry, WSBA #28711

Lynn L. Sarko, WSBA #16569

Ian S. Birk, WSBA #31431

Gretchen Freeman Cappio, WSBA #29576

Irene M. Hecht, WSBA #11063

Maureen Falecki, WSBA #18569

Nathan Nanfelt, WSBA #45273

1201 Third Avenue, Suite 3200

Seattle, WA 98101

Telephone: (206) 623-1900

Fax: (206) 623-3384

Email: [awilliams-derry@kellerrohrback.com](mailto:awilliams-derry@kellerrohrback.com)

Email: [lsarko@kellerrohrback.com](mailto:lsarko@kellerrohrback.com)

Email: [ibirk@kellerrohrback.com](mailto:ibirk@kellerrohrback.com)

Email: [gcappio@kellerrohrback.com](mailto:gcappio@kellerrohrback.com)

Email: [ihecht@kellerrohrback.com](mailto:ihecht@kellerrohrback.com)

Email: [mfalecki@kellerrohrback.com](mailto:mfalecki@kellerrohrback.com)

Email: [nnanfelt@kellerrohrback.com](mailto:nnanfelt@kellerrohrback.com)

By: s/ Alison Chase

Alison Chase, *pro hac vice* forthcoming

801 Garden Street, Suite 301

Santa Barbara, CA 93101

Telephone: (805) 456-1496

Fax: (805) 456-1497

Email: [achase@kellerrohrback.com](mailto:achase@kellerrohrback.com)

*Attorneys for Plaintiff*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

CASCADIA DENTAL SPECIALISTS INC., individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff King County, WA (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

KELLER ROHRBACK L.L.P. 1201 Third Avenue, Suite 3200, Seattle, WA 98101 (206) 623-1900

DEFENDANTS

AMERICAN FIRE AND CASUALTY

County of Residence of First Listed Defendant Cheshire County, NH (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1391(b)

Brief description of cause: Insurance bad faith

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Ricardo S. Martinez

DOCKET NUMBER 2:20-cv-00620-RSM

DATE 05/14/2020 SIGNATURE OF ATTORNEY OF RECORD /s/ Amy Williams-Derry

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE



## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Washington

CASCADIA DENTAL SPECIALISTS INC.,
individually and on behalf of all others similarly
situated,

Plaintiff(s)

v.

AMERICAN FIRE AND CASUALTY,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) AMERICAN FIRE AND CASUALTY
62 MAPLE AVENUE
KEENE, NH 03431

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Amy Williams-Derry, Lynn L. Sarko, Ian S. Birk, Gretchen Freeman Cappio,
Irene M. Hecht, Maureen Falecki, Nathan Nanfelt
KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3200
Seattle, WA 98101

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

CASCADIA DENTAL SPECIALISTS INC.  
individually and on behalf of all others similarly  
situated,  
  
Plaintiff,  
  
v.  
  
AMERICAN FIRE AND CASUALTY  
COMPANY,  
  
Defendant.

No.  
  
NOTICE OF RELATED CASE

The below-listed cases against Ohio Casualty Insurance Company and Ohio Security Insurance Company involve similar claims against similar or affiliated defendants as the above-captioned action. There is also a similar nature of relief requested by the plaintiff in the above-captioned action and the cases listed below. These three actions are against an insurer within the Liberty Mutual corporate family. Accordingly, it appears likely that there could be an undue burdensome duplication of labor and expense and potential for conflicting results if these cases are conducted before different judges.

Pursuant to LCR 3(g), the undersigned counsel therefore notifies the Clerk of Court of the following potentially related cases:

Case Name	Judge	Case No.
Pacific Endodontics, P.S. v. Ohio Casualty Insurance Company	Ricardo S. Martinez	W.D. WA 2:20-cv-00620-RSM
Hirbord H. Rowshan DDS, P.S. v. Ohio Security Insurance Company	not yet assigned	W.D. WA 2:20-cv-00730

DATED this 14th day of May, 2020.

KELLER ROHRBACK L.L.P.

By: s/ Amy Williams-Derry

By: s/ Lynn L. Sarko

By: s/ Ian S. Birk

By: s/ Gretchen Freeman Cappio

By: s/ Irene M. Hecht

By: s/ Maureen Falecki

By: s/ Nathan L. Nanfelt

Amy Williams-Derry, WSBA #28711

Lynn L. Sarko, WSBA #16569

Ian S. Birk, WSBA #31431

Gretchen Freeman Cappio, WSBA #29576

Irene M. Hecht, WSBA #11063

Maureen Falecki, WSBA #18569

Nathan Nanfelt, WSBA #45273

1201 Third Avenue, Suite 3200

Seattle, WA 98101

Telephone: (206) 623-1900

Fax: (206) 623-3384

Email: [awilliams-derry@kellerrohrback.com](mailto:awilliams-derry@kellerrohrback.com)

Email: [lsarko@kellerrohrback.com](mailto:lsarko@kellerrohrback.com)

Email: [ibirk@kellerrohrback.com](mailto:ibirk@kellerrohrback.com)

Email: [gcappio@kellerrohrback.com](mailto:gcappio@kellerrohrback.com)

Email: [ihecht@kellerrohrback.com](mailto:ihecht@kellerrohrback.com)

Email: [mfalecki@kellerrohrback.com](mailto:mfalecki@kellerrohrback.com)

Email: [nnanfelt@kellerrohrback.com](mailto:nnanfelt@kellerrohrback.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

By: s/ Alison Chase  
Alison Chase, *pro hac vice forthcoming*  
801 Garden Street, Suite 301  
Santa Barbara, CA 93101  
Telephone: (805) 456-1496  
Fax: (805) 456-1497  
Email: achase@kellerrohrback.com

*Attorneys for Plaintiff*

4850-8814-4572, v. 1

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action: American Fire and Casualty Company Wrongly Denied Dentist's Damage Claim](#)

---