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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

CLAIRE DOUGLAS, et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., U.S. BANK
NATIONAL ASSOCIATION, and
KEYCORP, national banking associations,

Defendants.

Case No.:

(King County Superior Court
Case No. 19-2-31028-6 SEA)

**DEFENDANT KEY CORP.’S NOTICE OF
REMOVAL TO FEDERAL COURT**

Pursuant to 28 U.S.C. §§ 1332, 1441, *et. seq.*, and Local Civil Rule 101 Defendant KeyCorp. hereby removes this action to the United States District Court for the Western District of Washington from the Superior Court for the State of Washington in and for the County of King, where the action is now pending, and in support thereof state as follows:

I. State Court Action Being Removed

1. KeyCorp. is named as a Defendant in a civil action filed in the Superior Court of Washington, in and for King County, styled as *Claire Douglas, et. al. v. Bank of America, N.A., U.S. Bank National Association, and KeyCorp., national banking associations*, Case No. 19-2-31028-6 SEA (“State Court Action”).

2. A Complaint was filed in the State Court Action on November 21, 2019 and a First Amended Complaint, which named KeyCorp. a defendant, was filed on or about December 20, 2019. The FAC names four individuals – Claire Douglas, Mary Joan Isabell, Heather Carlon, and Gina Pawolski – as plaintiffs (the “Plaintiffs”). A true and correct copy of

1 the operative First Amended Complaint is filed contemporaneously with this Notice of
2 Removal and is attached pursuant to Local Civil Rule 101(b)(1) as **Exhibit 1**.

3 **II. Diversity Jurisdiction**

4 3. The State Court Action may be removed to this Court in accordance with 28
5 U.S.C. §§ 1332 and 1441 because this Court has original jurisdiction over this action between
6 citizens of different states when the amount in controversy is over \$75,000 as presented in
7 Plaintiffs' First Amended Complaint.

8 4. Diversity jurisdiction under § 1332 requires complete diversity of citizenship,
9 each of the plaintiffs must be a citizen of a different state than each of the defendants. (*Morris*
10 *v. Princess Cruises, Inc.*, 236 F.3d 1061, 1067 (9th Cir.2001).)

11 5. Plaintiffs are all citizens of Washington State who alleged causes of action
12 against an Ohio national banking association (KeyCorp.), a North Carolina national banking
13 association (Bank of America), as well as a national banking association that is a citizen of the
14 state of Minnesota and Ohio for purposes of diversity jurisdiction (U.S. Bank). Each Plaintiff is
15 a citizen of a different state than each Defendant. Complete diversity exists between the parties.
16 (28 U.S.C. § 1332(c).)

17 6. As for the amount in controversy, Plaintiffs allege that Defendants are holding
18 funds once deposited with the non-party Rainier Bank and are wrongfully declining to release
19 those deposits, with interest, to Plaintiffs. According to their First Amended Complaint,
20 Plaintiffs seek damages for their alleged loss of principal, loss of interest, attorneys' fees, and
21 related costs of litigation as to 40 currently unidentified individuals.

22 7. Plaintiffs allege that interest has been accruing on each deposit for each Plaintiff
23 for more than 30 years in an amount that exceeds 9.40 percent. (Exhibit 1 at pp. 20-26.) Also,
24 Plaintiffs allege a cause of action under the Washington Consumer Protection Act, which
25 carries the possibility of treble damages up to \$25,000 per plaintiff. (RCW 19.86.090.)
26

1 Multiplied by each named Plaintiff, the amount in controversy is at least \$75,000 as to
2 Plaintiffs' claims. (28 U.S.C. § 1332.)

3 **III. Supplemental Jurisdiction of Other Plaintiffs**

4 8. Plaintiffs' First Amended Complaint purports to also allege claims on behalf of
5 40 currently unnamed individual citizens of the state of Washington. The First Amended
6 Complaint alleges that Defendants are also holding funds once deposited with the non-party
7 Rainier Bank but are declining to release those deposits to the currently unnamed Plaintiffs.
8 Those parties' alleged claims are each related to and arise out of the same common nucleus of
9 operative facts as the claims stated above by Plaintiffs. Therefore, these remaining parties are
10 subject to the supplemental jurisdiction of this Court pursuant to 28 U.S.C. § 1367(b), as being
11 part of the same case or controversy.

12 9. Supplemental jurisdiction over claims by parties joined under FRCP 20 for
13 convenience is allowed. (*Stromberg Metal Works v. Press Mechanical*, 77 F.3d 928, 932 (7th
14 Cr. 1996); *see also In re Abbott Lab.*, 51 F.3d 524 (5th Cir. 1995).)

15 **IV. Timeliness of Removal**

16 10. A notice of removal must be filed within thirty (30) days after receipt of service
17 of the complaint. (28 U.S.C. § 1446(b).) A defendant's window in which to file a Notice of
18 Removal opens, according to 28 U.S. Code § 1446, when the defendant receives the relevant
19 pleading "through service or otherwise." (*See Anderson v. State Farm Mutual Automobile*
20 *Insurance Company*, 917 F.3d 1126, 1129 (9th Cir.2019).)

21 11. KeyCorp. received Plaintiffs' First Amended Complaint via email on from
22 Plaintiffs' counsel on January 8, 2020. Accordingly, the removal is timely.

V. Consent

12. KeyCorp. has conferred with Defendants and confirms that no Defendants object to removal.

13. Pursuant to 28 U.S.C. § 1446(a), KeyCorp. files this Notice in the District Court of the United States for the district and division within which the State Court Action is pending. A copy of this Notice of Removal will be promptly served upon Plaintiffs and Defendants and filed with the Clerk of the Superior Court of the State of Washington, County of King. (28 U.S.C. § 1446(a) and (d).)

14. By this Notice of Removal and the associated attachments, KeyCorp. does not waive any objections they may have as to service, jurisdiction or venue, or any other defenses or objections they may have to this action. KeyCorp. intends no admission of fact, law, or liability by this Notice, and expressly reserves all defenses, motions, pleas, and challenges.

WHEREFORE, the State Court Action is removed from the State Court to this United States District Court, for the Western District of Washington, and removing Defendants pray that this District Court proceed, pursuant to 28 U.S.C. § 1441, as well as any other relevant and applicable law, as if this Action had been originally filed in this District Court, and that the proceedings in the State Court be stayed in all respects.

Dated this 7th day of February 2020.

MCDUGALD LAW GROUP P.S.

/s/Shannon L McDougald

/s/Trent M Latta

Shannon L. McDougald,

WSBA No. 24231

Trent M. Latta

WSBA No. 42360

Counsel to KeyCorp

CERTIFICATE OF SERVICE

I hereby certify under the penalty of perjury under the laws of the State of Washington that on the date below, I cause a true and correct copy of **KEY CORP.'S NOTICE OF REMOVAL TO FEDERAL COURT** to be transmitted to the following parties via email:

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DATED this 7th day of February, 2020.

Elena Grout

EXHIBIT 1

Notice of Removal to Federal Court

The Honorable Marshall Ferguson

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IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

CLAIRE DOUGLAS, MARY JOAN ISABELL,
HEATHER CARLON, and GINA PAWOLSKI
individually, on behalf of similarly situated
individuals,

Plaintiffs,

v.

BANK OF AMERICA, N.A., U.S. BANK
NATIONAL ASSOCIATION, and KEYCORP,
national banking associations

Defendant.

NO. 19-2-31028-6 SEA

FIRST AMENDED COMPLAINT
(CLASS ACTION)

I. PARTIES

1. *Claire Douglas.* Plaintiff Claire Douglas, formerly known as Claire Asuncion, is the registered co-owner of a bank bond issued by Rainier National Bank. Ms. Douglas is a resident of Snohomish County, Washington.

2. *Mary Joan Isabell.* Plaintiff Mary Joan Isabell is the registered owner of a bank certificate issued by Seattle First National Bank. Ms. Isabell is a resident of King County, Washington.

3. *Heather Carlon.* Plaintiff Heather Carlon, formerly known as Heather Bruntlett, is the registered owner of a bank bond issued by Rainier National Bank. Ms. Carlon is a resident of Spokane County, Washington.

1 4. ***Gina Pawolski.*** Plaintiff Gina Pawolski, formerly known as Gina Mosley,
2 is the registered owner of a bond issued by Rainier National Bank. Ms. Pawolski is a
3 resident of Spokane County, Washington.

4 5. ***Bank of America.*** Defendant Bank of America, N.A. (“Bank of America”),
5 is a national banking association with its corporate headquarters in Charlotte, North
6 Carolina. Bank of America is regulated by the Office of the Comptroller of the Currency,
7 an independent bureau of the United States Department of the Treasury. Bank of
8 America holds a successor interest in Rainier National Bank (“Rainier Bank”), including
9 certain of its assets, liabilities and obligations. Bank of America also holds a successor
10 interest in Seattle-First National Bank (“Seattle-First”), including Seattle-First’s assets,
11 liabilities and obligations. Bank of America has, at all relevant times, maintained offices
12 and transacted business in Washington State, including King County.

13 6. ***U.S. Bank National Association.*** Defendant U.S. Bank National
14 Association (“U.S. Bank”), is a national banking association with its corporate
15 headquarters in Cincinnati, Ohio. U.S. Bank is regulated by the Office of the Comptroller
16 of the Currency, an independent bureau of the United States Department of the Treasury.
17 U.S. Bank holds a successor interest in Rainier National Bank (“Rainier Bank”), including
18 certain of its assets, liabilities and obligations. U.S. Bank also holds a successor interest
19 in Seattle-First National Bank (“Seattle-First”), including certain of its assets, liabilities
20 and obligations. U.S. Bank has, at all relevant times, maintained offices and transacted
21 business in Washington State, including King County.

22 7. ***KeyCorp.*** Defendant KeyCorp (“Key Bank”) is a national banking
23 association with its corporate headquarters in Cleveland, Ohio. Key Bank is regulated
24 by the Office of the Comptroller of the Currency, an independent bureau of the United
25 States Department of the Treasury. Key Bank holds a successor interest in Rainier
26 National Bank (“Rainier Bank”), including certain of its assets, liabilities and obligations.

1 Key Bank also holds a successor interest in Seattle-First National Bank (“Seattle-First”),
2 including certain of its assets, liabilities and obligations. Key Bank has, at all relevant
3 times, maintained offices and transacted business in Washington State, including King
4 County.

5 **II. JURISDICTION AND VENUE**

6 8. Jurisdiction of this Court arises pursuant to RCW 2.08.010.

7 9. Venue is proper under RCW 4.12.025, because Bank of America, U.S. Bank
8 and Key Bank (collectively “Defendant Banks”) all reside or may be found in this district,
9 transact business in this district, and a substantial part of the events giving rise to the
10 claim occurred in this district.

11 **III. NATURE OF THE CASE**

12 10. This case arises out of the failure of the Defendant Banks to honor time
13 deposit investments issued by their respective predecessor entities, Rainier Bank (all
14 Defendant Banks) and Seattle-First (Bank of America). Plaintiffs and members of the
15 class sought herein deposited money in exchange for bank bonds, bills, certificates, time
16 deposits, CDs, and multiple maturity non-negotiable time certificate of deposits
17 (together “Bond” or “Bonds”) issued by Seattle-First National Bank and Rainier National
18 Bank. The terms on the Bonds require the registered owner to surrender the original
19 Bond to redeem their principal and unpaid interest. Defendant Banks acquired certain
20 assets, liabilities and obligations of Rainier National Bank. Bank of America acquired the
21 assets, liabilities and obligations of Seattle-First National Bank. As part of these
22 acquisitions, Defendant Banks were required to honor the Bonds. Recently, Plaintiffs
23 went to the Defendant Banks to surrender their Bonds and withdraw their money, but
24 the Defendant Banks refused to honor the Bonds. Bank of America has previously been
25 sued multiple times for their failure to redeem Rainier National Bank Bonds. In one case,
26 *Poletti v. Bank of America*, King County Superior Court Judge Douglas A. North held that

1 Bank of America breached their contract and ordered Bank of America to pay the holder
 2 of the Bond. Nevertheless, Bank of America and the other bank defendants continue to
 3 tell Plaintiffs and other members of the class that their Bonds are worthless and that they
 4 have no value. Plaintiffs, and the class they seek to represent, seek remedies for the
 5 Defendant Banks' breaches of contract as well as remedies under the Washington State
 6 Consumer Protection Act.

7 **IV. CLASS ALLEGATIONS**

8 11. *Definition of Class.* Plaintiffs propose certification of the following class:

9 All individuals who acquired a bank bond, bill, certificate,
 10 time deposit, CD, and multiple maturity non-negotiable time
 11 certificate of deposit ("Bond") from Seattle-First or Rainer
 12 Bank where the following conditions are met: (i) the Bond
 13 automatically renews unless redeemed or a notice of
 14 nonrenewal is provided by the issuer under the terms of the
 15 Bond; (ii) the owner or legal beneficiary has not redeemed the
 16 Bond; and (iii) the owner or legal beneficiary received no
 17 notification that the Bond was not being renewed, was
 18 abandoned, and/or had escheated to the State of Washington.

19 12. *Size of Class.* The class is expected to exceed 40 individuals and is so large
 20 that joinder of all members is impracticable. Based on the serial numbers on the Bonds
 21 litigated to date, Rainer Bank and Seattle-First issued thousands of Bonds prior to their
 22 acquisition by Defendant Banks. It is not uncommon for Bonds to be lost or misplaced,
 23 or to have the owner of the Bond leave the instrument for heirs to redeem. Since 1998,
 24 Bank of America has been sued at least five times by 34 individuals for failing to honor
 25 similar Bonds. When presented with a demand for payment, and in litigation, the
 26 Defendant Banks have consistently and uniformly taken the position that they have no
 obligation on any of the Bonds issued to Plaintiffs or other holders of similar Bonds
 issued by Seattle-First or Rainer Bank. In addition, Defendant Banks have taken the
 additional step of knowingly misrepresenting to Plaintiffs, and other holders of similar

1 Bonds, that their money had escheated to Washington State's Unclaimed Property
2 Division and/or that their Bonds are worthless and that they have no value.

3 13. *Class Representative Douglas.* Named Plaintiff Douglas is a member the
4 proposed class. Plaintiff Douglas's claims are typical of the claims of the other members
5 of the class and she will fairly and adequately represent the interests of the class.
6 Specifically, she acquired a Bond from Rainer Bank that automatically renewed, never
7 redeemed the Bond, and never received notification that the Bond was not being
8 renewed, was abandoned, and/or had escheated to the State of Washington. When
9 Plaintiff Douglas attempted to redeem the Bond in the fall of 2018, Bank of America
10 refused to honor the instrument. In addition, Bank of America told Plaintiff Douglas that
11 her money had escheated to Washington State's Unclaimed Property Division.

12 14. *Class Representative Isabell.* Named Plaintiff Isabell is a member the
13 proposed class. Plaintiff Isabell's claims are typical of the claims of the other members of
14 the class and she will fairly and adequately represent the interests of the class.
15 Specifically, she acquired a Bond from Seattle-First that automatically renewed, never
16 redeemed the Bond, and never received notification that the Bond was not being
17 renewed, was abandoned, and/or had escheated to the State of Washington. When
18 Plaintiff Isabell attempted to redeem the Bond at the Bank of America branch office near
19 Seward Park, Bank of America refused to honor the instrument. In addition, Bank of
20 America told Plaintiff Isabell that her money had escheated to Washington State's
21 Unclaimed Property Division.

22 15. *Class Representative Carlon.* Named Plaintiff Carlon is a member the
23 proposed class. Plaintiff Carlon's claims are typical of the claims of the other members
24 of the class and she will fairly and adequately represent the interests of the class.
25 Specifically, she acquired a Bond from Rainier Bank that automatically renewed, never
26 redeemed the Bond, and never received notification that the Bond was not being

1 renewed, was abandoned, and/or had escheated to the State of Washington. When
2 Plaintiff Carlon attempted to redeem the Bond at the Key Bank branch office in Spokane,
3 Key Bank refused to honor the instrument.

4 16. *Class Representative Pawolski.* Named Plaintiff Pawolski is a member the
5 proposed class. Plaintiff Pawolski's claims are typical of the claims of the other members
6 of the class and she will fairly and adequately represent the interests of the class.
7 Specifically, she acquired a Bond from Rainier Bank that automatically renewed, never
8 redeemed the Bond, and never received notification that the Bond was not being
9 renewed, was abandoned, and/or had escheated to the State of Washington. When
10 Plaintiff Pawolski attempted to redeem the Bond at the U.S. Bank branch office in
11 Spokane, U.S. Bank refused to honor the instrument.

12 17. *Common Questions of Law and Fact.* This action requires a determination
13 of whether Defendant Banks' policies and practices with respect to honoring the Bonds
14 issued by Seattle-First and Rainer Bank violates the Bond, and/or are anticipatory
15 breaches of the terms of those contracts. Adjudication of this issue will in turn determine
16 whether the Defendant Banks are liable for their conduct.

17 18. *Separate suits would create a risk of varying conduct requirements.* The
18 prosecution of separate actions by class members against the Defendant Banks would
19 create a risk of inconsistent or varying adjudications with respect to individual class
20 members that would establish incompatible standards of conduct. Certification is
21 therefore proper under Civil Rule 23(b)(1).

22 19. *Defendants have acted on grounds generally applicable to the relevant*
23 *class.* By failing to provide notice to Plaintiffs and the class, failing to honor demands
24 for payment, failing to escheat funds to the State of Washington and by misrepresenting
25 to Plaintiffs and the class that their money had escheated to Washington State's
26 Unclaimed Property Division and/or that their Bonds are worthless and that they have

1 no value, Defendant Banks have acted on grounds generally applicable to all class
2 members. Declaratory and injunctive relief is appropriate to enforce the terms and
3 conditions of the Bonds, as well as the Defendant Banks' legal obligations under law.
4 Certification is therefore proper under Civil Rule 23(b)(2).

5 20. *Questions of law and fact common to the class predominate over*
6 *individual issues.* The claims of the individual class members are more efficiently
7 adjudicated on a class-wide basis. Many Bonds are less than \$1,000, rendering individual
8 actions uneconomical. Any interest that individual members of the classes may have in
9 individually controlling the prosecution of separate actions is outweighed by the
10 efficiency of the class action mechanism. Upon information and belief, there is no
11 pending class action suit filed against Bank of America, U.S. Bank or Key Bank for the
12 same relief requested in this action. Issues as to Defendant Banks' conduct in applying
13 standard policies and practices towards all members of each class predominate over
14 questions, if any, unique to members of the class. Certification is therefore additionally
15 proper Civil Rule 23(b)(3).

16 21. *Venue.* This action can be most efficiently prosecuted as a class action in
17 King County, Washington, where Defendant Banks do business, the Bonds were issued,
18 and where several Plaintiffs reside.

19 22. *Class Counsel.* Plaintiffs have retained experienced and competent class
20 counsel.

21 **V. FACTUAL BACKGROUND**

22 23. In 1983, BankAmerica acquired Seattle-First. The acquisition included
23 Seattle-First's deposits and obligations on Bonds and certificates issued by Seattle-First
24 branches, including the branches that issued Bonds to Plaintiff Isabell and certain
25 members of the class. BankAmerica would later be renamed Bank of America
26

1 24. In 1987, Security Pacific Corporation acquired Rainier Bank, including all
2 of Rainier Bank's deposits and obligations on Bonds issued by Rainier Bank branches. In
3 1992, Security Pacific Corporation merged with BankAmerica to create Bank of America.
4 The merger included Rainier Bank deposits and obligations on Bonds issued by certain
5 Rainier Bank branches, including the branches that issued Bonds to Plaintiff Douglas
6 and certain members of the class.

7 25. As part of the merger between Security Pacific Corporation and
8 BankAmerica, the United States Department of Justice required the newly-formed Bank
9 of America to divest to other banks several former Rainier Bank branches.

10 26. West One Bankcorp purchased several Rainier Bank branches from Bank
11 of America. West One Bankcorp's purchase included the branches' deposits and
12 obligations on Bonds issued by the branches it acquired. In 1995, West One Bankcorp
13 merged all its assets and liabilities with U.S. Bankcorp of Portland to create Defendant
14 U.S. Bank. The merger included the deposits and obligations on Bonds issued by the
15 certain Rainier Bank branches, including the branch that issued a Bond to Plaintiff
16 Pawolski and certain members of the class.

17 27. Key Bank purchased several Rainier Bank branches from Bank of America.
18 Key Bank's purchase included the branches' deposits and obligations on Bonds issued
19 by the Rainier Bank branches, including the branch that issued a Bond to Plaintiff Carlon
20 and certain members of the class.

21 28. Defendant Banks are successors in interest to the Rainier Bank Bonds held
22 by certain plaintiffs and members of the class. Bank of America is successor in interest to
23 the Seattle-First Bonds held by certain plaintiffs and member of the class.

24 29. Defendant Banks earned interest and received benefits from holding the
25 assets underlying the Rainier Bank-issued Bonds. Bank of America earned interest and
26 received benefits from holding the assets underlying the Seattle-First issued Bonds.

1 30. The terms for withdrawing the funds are stated on the face of the
2 instruments in a paragraph titled "Withdrawal." On many of the Rainier Bank Bonds, the
3 paragraph states that the principal amount and any accrued interest will be paid to the
4 owner "upon presentation and surrender of this Rainier BankBond." Likewise, on the
5 Seattle-First Bonds, it provides that "[t]he funds deposited and any unpaid interest will
6 be paid to the registered owner on withdrawal."

7 31. On December 30, 1982, Rainier Bank issued Rainier Bank Bond No. 232598
8 ("Bond No. 232598") to David or Claire Asuncion with right of survivorship ("registered
9 owners") for funds deposited with the bank in the principal amount of \$500.00. Bond
10 No. 232598 was issued by the Totem Lake Branch of Rainier Bank. Plaintiff Claire
11 Douglas's maiden name is Claire Asuncion. Bond No. 232598 is attached to this First
12 Amended Complaint as *Exhibit 1*. Bond 232598 has not been paid or redeemed. Plaintiff
13 Douglas's father David Asuncion, co-owner of the Bond, has continuously resided at the
14 address that appears on the face of the Bond. Plaintiff Douglas has the right to redeem
15 the Bond.

16 32. Rainier Bank never gave Plaintiff Douglas or her father David Asuncion
17 notice Bond No. 232598 was not being renewed. Rainier Bank never gave Plaintiff
18 Douglas or her father David Asuncion notice that it considered Bond No. 232598, or the
19 funds behind the Bond, to be abandoned. Rainier Bank never escheated Bond
20 No. 232598, or the funds behind the Bond, to the State of Washington.

21 33. Defendant Banks never gave Plaintiff Douglas or her father David
22 Asuncion notice that Bond No. 232598 was not being renewed. Defendant Banks never
23 gave Plaintiff Douglas or her father David Asuncion notice that they considered Bond
24 No. 232598, or the funds behind the Bond, to be abandoned. Defendant Banks never
25 escheated Bond No. 232598, or the funds behind the Bond, to the State of Washington.

1 Bank of America is still in possession of the principal and interest owed on Bond
2 No. 232598.

3 34. In the fall of 2018, Plaintiff Douglas made a demand upon Bank of America
4 to honor Bond No. 232598. Bank of America refused to honor the Bond. Bank of America
5 knowingly misrepresented to Plaintiff Douglas that the money was sent to unclaimed
6 property.

7 35. Plaintiff Douglas spent time and money investigating Bank of America's
8 misrepresentations that her money had been sent to unclaimed property.

9 36. On December 1, 1983, Seattle-First issued Seattle-First Certificate
10 No. 00076309 ("Certificate No. 00076309") to Mary Joan Isabell for funds deposited with
11 the bank in the principal amount of \$200.00. Certificate No. 00076309 was issued by
12 Seattle First's Head Office. Certificate No. 00076309 is attached to this First Amended
13 Complaint as *Exhibit 2*. The Bond has not been paid or redeemed. Plaintiff Isabell has
14 continuously resided at the address that appears on the face of the Bond. Plaintiff Isabell
15 has the right to redeem the Bond.

16 37. Seattle-First never gave Plaintiff Isabell notice that Certificate No. 00076309
17 was not being renewed. Seattle-First never gave Plaintiff Isabell notice that it considered
18 Certificate No. 00076309, or the funds behind the Bond, to be abandoned. Seattle-First
19 never escheated Certificate No. 00076309, or the funds behind the Bond, to the State of
20 Washington.

21 38. Bank of America never gave Plaintiff Isabell notice that Certificate
22 No. 00076309 was not being renewed. Bank of America never gave Plaintiff Isabell notice
23 that it considered Certificate No. 00076309, or the funds behind the Bond, to be
24 abandoned. Bank of America never escheated Certificate No. 00076309, or the funds
25 behind the Bond, to the State of Washington. Bank of America is still is possession of the
26 principal and interest owned on Certificate No. 00076309.

1 39. In the summer of 2017, Plaintiff Isabell made a demand upon Bank of
2 America to honor Certificate No. 00076309. Bank of America has refused to honor the
3 Bond. Bank of America knowingly misrepresented to Plaintiff Isabell that the money was
4 sent to unclaimed property.

5 40. Plaintiff Isabell spent time and money investigating Bank of America's
6 misrepresentations that her money had been sent to unclaimed property.

7 41. Bank of America knew, or should have known, about Bonds issued by
8 Rainier Bank and Seattle-First bank. Since 1998, it has been sued at least four times for
9 their failure to redeem Bonds issued by Rainier Bank and/or Seattle-First bank. In one
10 case, King County Superior Court Judge Douglas A. North held that the Rainier Bank
11 Bond was valid and ordered Bank of America to pay the beneficiary. Defendant Bank of
12 America knew, or should have known, about the validity of Rainier Bank Bonds and
13 Seattle-First Bonds. After being made aware of their obligation on Bonds issued by
14 Rainier Bank and Seattle-First, Defendant Bank of America continued a policy of
15 misinforming holders that the Bonds had escheated to unclaimed properties and/or
16 were worthless.

17 42. On September 12, 1980, Rainier Bank issued Rainier Bank Bond No. 12886
18 ("Bond No. 12886") to Heather Bruntlett with right of survivorship ("registered
19 owners") for funds deposited with the bank in the principal amount of \$138.56. Bond
20 No. 12886 was issued by the Medical Lake Branch of Rainier Bank. Plaintiff Heather
21 Carlon's maiden name is Heather Bruntlett. Bond No. 12886 is attached to this First
22 Amended Complaint as *Exhibit 3*. Bond 12886 has not been paid or redeemed. Plaintiff
23 Carlon's father has continuously resided at the address that appears on the face of the
24 Bond. Plaintiff Carlon has the right to redeem the Bond.

25 43. Rainier Bank never gave Plaintiff Carlon or her father notice Bond
26 No. 232598 was not being renewed. Rainier Bank never gave Plaintiff Carlon or her

1 father notice that it considered Bond No. 12886, or the funds behind the Bond, to be
2 abandoned. Rainier Bank never escheated Bond No. 12886, or the funds behind the Bond,
3 to the State of Washington.

4 44. Defendant Banks never gave Plaintiff Carlon or her father notice that Bond
5 No. 12886 was not being renewed. Defendant Banks never gave Plaintiff Carlon or her
6 father notice that they considered Bond No. 12886, or the funds behind the Bond, to be
7 abandoned. Defendant Banks never escheated Bond No. 12886, or the funds behind the
8 Bond, to the State of Washington. One of the Defendant Banks is still in possession of the
9 principal and interest owed on Bond No. 12886.

10 45. In September of 2019, Plaintiff Carlon made a demand upon Key Bank to
11 honor Bond No. 12886. Key Bank refused to honor the Bond. Key Bank knowingly
12 misrepresented to Plaintiff Douglas it was not responsible for payment of the Bond.

13 46. Plaintiff Carlon spent time and money investigating Key Bank's
14 misrepresentations.

15 47. Key Bank knew, or should have known, about Bonds issued by Rainier
16 Bank. In 2018, it was sued by three different bond holders for Key Bank's failure to
17 redeem Bonds issued by Rainier Bank. Defendant Key Bank knew, or should have
18 known, about the validity of Rainier Bank Bonds. After being made aware of their
19 obligation on Bonds issued by Rainier Bank, Defendant Key Bank continued a policy of
20 misinforming holders that the Bonds had escheated to unclaimed properties and/or
21 were worthless.

22 48. On July 14, 1982, Rainier Bank issued Rainier Bank Bond No. 233102
23 ("Bond No. 233102") to Gina Mosley with right of survivorship ("registered owner") for
24 funds deposited with the bank in the principal amount of \$1,252.94. Bond No. 233102
25 was issued by the Redmond Branch of Rainier Bank. Plaintiff Gina Pawolski's maiden
26 name is Gina Mosley. Bond No. 233102 is attached to this First Amended Complaint as

1 *Exhibit 4.* Bond 233102 has not been paid or redeemed. Plaintiff Pawolski has the right to
2 redeem the Bond.

3 49. Rainier Bank never gave Plaintiff Pawolski notice that Bond No. 233102
4 was not being renewed. Rainier Bank never gave Plaintiff Pawolski notice that it
5 considered Bond No. 233102, or the funds behind the Bond, to be abandoned. Rainier
6 Bank never escheated Bond No. 233102, or the funds behind the Bond, to the State of
7 Washington.

8 50. Defendant Banks never gave Plaintiff Pawolski notice that Bond
9 No. 233102 was not being renewed. Defendant Banks never gave Plaintiff Pawolski
10 notice that it considered Bond No. 233102, or the funds behind the Bond, to be
11 abandoned. Defendant Banks never escheated Bond No. 233102, or the funds behind the
12 Bond, to the State of Washington. One of the Defendant Banks is still in possession of the
13 principal and interest owed on Bond No. 233102.

14 51. In the August of 2018, Plaintiff Pawolski made a demand upon U.S. Bank
15 to honor Bond No. 233102. U.S. Bank refused to honor the Bond. U.S. Bank knowingly
16 misrepresented to Plaintiff Pawolski that it was not responsible for payment of the Bond.

17 52. Plaintiff Pawolski spent time and money investigating U.S. Banks'
18 misrepresentations.

19 53. U.S. Bank knew, or should have known, about Bonds issued by Rainier
20 Bank. In January of 2019, it was sued by three different bond holders for U.S. Bank's
21 failure to redeem Bonds issued by Rainier Bank. Defendant U.S. Bank knew, or should
22 have known, about the validity of Rainier Bank Bonds. After being made aware of their
23 obligation on Bonds issued by Rainier Bank, Defendant U.S. Bank continued a policy of
24 misinforming holders that the Bonds had escheated to unclaimed properties and/or
25 were worthless. Defendant Banks hold the money deposited by Plaintiffs and the
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1 members of the class by way of merger and purchase of Seattle-First and/or Rainier
2 Bank.

3 **VI. CLAIMS FOR RELIEF**

4 **FIRST CLAIM:**
5 **BREACH OF CONTRACT**

6 54. Plaintiffs re-allege all paragraphs above.

7 55. Seattle-First and Rainier Bank entered into valid written contracts with the
8 registered owners of Bonds. As part of those written contracts, Seattle-First and Rainier
9 Bank accepted cash deposits from the registered owners in exchange for instruments
10 issued to the registered owners.

11 56. Defendant Banks acquired the liability on certain Bonds, including those
12 of Plaintiffs and the class.

13 57. Defendant Banks breached the contracts with Plaintiffs and the class by
14 refusing to redeem and pay the balance of the Bonds, plus interest. Defendant Banks and
15 their predecessors have not provided any notices to the registered owners, transferees
16 or their beneficiaries that the Bonds would not be renewed, that they were dormant, or
17 that any funds were being escheated to the State of Washington.

18 58. In breaching the contracts with Plaintiffs and the class, Defendant Banks
19 also breached the contractual covenants of good faith and fair dealing that they owed
20 Plaintiffs and the class as a party to the contracts.

21 59. Defendant Banks are liable to Plaintiffs and the class for the principal
22 amounts of the Bonds as well as all interest accrued since their issuances.

23 60. Defendant Banks' breach of the contracts caused Plaintiffs and the class to
24 suffer foreseeable damages. From the outset of the contracts, it was foreseeable that
25 breaches would cause direct and consequential damages to Plaintiffs and the class,
26

1 including, but not limited to, loss of principal, loss of interest, attorneys' fees, and related
2 costs of litigation, all in amounts to be proven at trial.

3 **SECOND CLAIM:**
4 **VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT**

5 61. Plaintiffs re-allege all the paragraphs above.

6 62. The actions, practices, and omissions of Defendant Banks constitutes unfair
7 and deceptive acts and/or practices in the conduct of trade and commerce that affects
8 the public interest within the meaning of the Washington Consumer Protection Act,
9 RCW 19.86.

10 63. Many of the Rainer Bank Bonds state on their face that the funds shall be
11 withdrawn "upon presentation and surrender of this Rainier BankBond." No other
12 terms are stated as an alternative procedure for withdrawing the funds. Likewise, the
13 Seattle-First Bonds provide that "[t]hese funds may be withdrawn by the registered
14 owner by presenting and surrendering this Certificate to the issuing branch...."

15 64. Plaintiffs have fully complied with all the steps necessary to redeem the
16 Bonds. Defendant Banks have refused to redeem the Bonds of Plaintiffs and the class by
17 making up erroneous theories in the absence of any evidence that one of its predecessors
18 may have followed unwritten and unpublished rules unknown to Plaintiffs by
19 redeeming the Bonds without requiring the surrender of the original certificate.

20 65. Defendant Banks' adoption of policies and practices to refuse redemption
21 by Washington State holders without investigation into their individual instruments is
22 an unfair business practice.

23 66. Defendant Banks' conduct of telling Plaintiffs and the class that their
24 instruments have no value is an unfair business practice. Defendant Banks' conduct of
25 telling Plaintiffs and the class that their money from the instruments was sent to
26 Washington State's unclaimed property division is an unfair business practice.

1 67. Defendant Banks' position that they do not have to fulfill the terms of the
2 contracts with Plaintiffs solely because they speculate, without any evidence, that they
3 may have followed procedures contrary to the terms printed on the face of the
4 instruments certificate is an unfair business practice.

5 68. Defendant Banks have uniformly refused to pay other substantially similar
6 bond holders in Washington State. Defendant Banks have no evidence to support their
7 non-payment position. Their refusal to redeem the instruments based upon an
8 unpublicized change in the rules from those printed on the face of the instruments is an
9 unfair business practice. The instruments were purposely structured to renew
10 automatically, with no termination date so that consumers could leave their money on
11 deposit with the bank indefinitely.

12 69. When a consumer has kept their bond funds at a bank for an extended
13 period, just as the terms of the bank bonds and certificates encouraged, but is denied
14 redemption because a bank has not retained the records for that account, the burden for
15 the costs of enforcing the contract should fall on the bank. It would have been a simple
16 and inexpensive matter for the Defendant Banks to have retained the records for any
17 bond accounts for which the original bond certificates were not surrendered. For its own
18 reasons Defendant Banks, or their predecessors, apparently chose not to retain those
19 records, or any other records regarding the registered owner's account. The Defendant
20 Banks cannot use their own business decision not to retain records as the basis for
21 denying a valid consumer claim supported by the customers' records that the bank
22 pledged to rely upon. To do so is an unfair business practice.

23 70. Defendant Banks' responses to Plaintiffs' attempts to redeem their Bonds
24 are per se misrepresentations. The Bonds and/or certificates state the rules and process
25 for redemption. When Plaintiffs, and other persons similar to them in Washington State,
26 complied with those rules, Defendant Banks refused to pay and deceptively and

1 wrongfully informed the Plaintiffs and other class members that their instruments had
2 escheated to unclaimed properties and/or had no value. This type of unfair business
3 practice toward consumers is exactly what the Washington Consumer Protection Act
4 was designed to prevent.

5 71. As a direct and proximate result of Defendant Banks' violations of the
6 Consumer Protection Act, Plaintiffs and the class have suffered damages, including but
7 not limited to loss of principal and interest, attorneys' fees, and related costs of litigation,
8 all in amounts to be proven at trial.

9 72. These actions by Defendant Banks have affected the public interest. Seattle-
10 First and Rainier Bank issued thousands of similar other bonds to other people.
11 Defendant Banks have adopted a uniform policy of refusing to redeem those instruments
12 when presented with the original bond certificate.

13 **VII. DEMAND FOR RELIEF**

14 WHEREFORE, Plaintiffs requests that this Court:

15 1. Certify this case as a class action, designate named Plaintiffs Douglas,
16 Isabell, Carlon and Pawolski as class representatives, and designate SIRIANNI YOUTZ
17 SPOONEMORE HAMBURGER PLLC, Richard E. Spoonemore and Chris R. Youtz, and
18 ATTORNEY WEST SEATTLE, Eric J. Harrison as class counsel;

19 2. Enter judgment in favor of Plaintiffs and the class and against Defendant
20 Banks for their failure to comply with the terms of the bonds or certificates issued by its
21 predecessors, Rainer Bank and Seattle-First;

22 3. Enter judgment in favor of Plaintiffs and the class and against Defendant
23 Banks for their violation of the Washington Consumer Protection Act;

24 4. Enjoin Defendant Banks from refusing to honor bonds and/or certificates
25 issued by their predecessors;

26 5. Award Plaintiffs and the class their attorneys' fees and costs; and

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6. Award such other relief as is just and proper.

DATED: December 20, 2019.

SIRIANNI YOUTZ
SPOONEMORE HAMBURGER PLLC

By: /s/ Richard E. Spoonemore

By: /s/ Chris R. Youtz

Richard E. Spoonemore (WSBA #21833)

Chris R. Youtz (WSBA #7786)

3101 Western Avenue, Suite 350

Seattle, WA 98121

Tel. (206) 223-0303; Fax (206) 223-0246

Email: cyoutz@sylaw.com

r Spoonemore@sylaw.com

ATTORNEY WEST SEATTLE

By: /s/ Eric J. Harrison

Eric J. Harrison (WSBA #46129)

5400 California Ave. SW

Seattle, WA 98136

Tel. (206) 388-8092

Email: eric@attorneywestseattle.com

Counsel for Plaintiffs

Exhibit 1

RAINIER BANK

Serial No. **232598**

There has been deposited with RAINIER NATIONAL BANK (Bank)

Five Hundred and no/100

Payable to the Registered Owner(s):

David or Claire Asuncion***

Address 17449 NE 156th

City Woodinville

State Wa. Zip Code 98072

Issuing Office Totem Lake

Date of Deposit December 30, 1982

Date of Maturity June 30, 1985

Dollars \$ ***500.00***

Personal Account Ownership Designation

- Single Account
- Joint With Right of Survivorship
- Joint Without Right of Survivorship
- P.O.D. (Right of Survivorship between Depositors)
- Beneficiary (ies) _____

(Right of Survivorship between Beneficiaries)

- Registered Owner above is the Custodian under the Washington State Uniform Gifts to Minors Act For _____

(Minor)

Interest rate *9.45** % per annum

Interest Option

- Added to Principal
- Paid by Check
- Paid to an Account

Type _____ Number _____

Interest Payment Frequency

- Monthly Semi-Annually
- Quarterly Annually

Rainier BankBond

Guaranteed

—0465

TERMS AND CONDITIONS. This is a multiple maturity non-negotiable time certificate of deposit. The amount shown above has been deposited by the Owner with the Issuing Office of Rainier National Bank subject to these terms in addition to all present and future applicable rules and regulations issued by governmental agencies regulating such deposit, banks and the Bank.

OWNERSHIP. This Rainier BankBond is transferable only if the Owner endorses it and the transfer is entered on the books of the Bank. Any Owner may transfer his Rainier BankBond on behalf of all Owners except when it is registered in form requiring action by more than one Owner. The legal effect of any form of registration of this Rainier BankBond is the responsibility of the Owner.

WITHDRAWAL. The principal amount and any accrued but unpaid interest will be paid to an Owner on or within ten days following any maturity date upon presentation and surrender of this Rainier BankBond to the Issuing Office.

EARLY WITHDRAWAL. The Owner has agreed to keep the funds on deposit for the stated maturity except when the funds are approved by the Issuing Office for the purpose of a penalty of an Owner of the funds. If withdrawal of any portion or all of the funds occurs prior to a maturity date current federal regulations require a penalty as follows:

If the original maturity was one year or less there shall be forfeited an amount at least equal to three months of interest earned, or that could have been earned, on the amount withdrawn at the time of withdrawal. If the original maturity was more than one year, there shall be forfeited an amount at least equal to six months of interest earned, or that could have been earned, on the amount withdrawn at the time of withdrawal. If the original maturity was more than one year, there shall be forfeited an amount at least equal to six months of interest earned, or that could have been earned, on the amount withdrawn at the time of withdrawal. If the original maturity was more than one year, there shall be forfeited an amount at least equal to six months of interest earned, or that could have been earned, on the amount withdrawn at the time of withdrawal.

RENEWAL. This Rainier BankBond will automatically renew for subsequent maturities equal in length to the original maturity period (unless, at the time of payment with ten days after the end of the original period or any successive renewal period or b) the Bank at its option gives notice prior to any maturity date that it will not be renewed. The interest rate to be paid during any renewal period shall be the maximum rate then paid by the Bank as of the first day of such renewal period for time deposits of like maturity

and principal amount. Provided, that if the Bank is, as of the first day of any subsequent renewal period, offering time deposits with interest rates which vary during the term of such time deposit, the Bank at its option may, if the rate then paid on such varying rate time deposits is higher than the rate then being paid on fixed rate time deposits (for like maturities and amounts) convert this Rainier BankBond to a time deposit with a varying rate which is the maximum then offered for time deposits of like maturity and principal amount.

INTEREST. No interest will accrue after any maturity period on a withdrawal during the ten day period following such maturity period. Methods of calculating interest (for example, whether interest is compounded) shall be as determined by the Bank as of the first day of any maturity period.

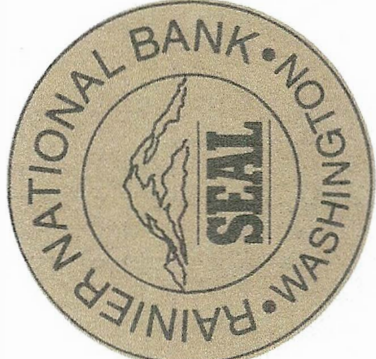
DORMANCY. This Rainier BankBond will be classified as dormant and will no longer earn interest at the end of the renewal period which is at least three (3) years following any maturity period in which the Bank loses contact with the Owner. State law requires that dormant BankBonds be escheated to the State five (5) years after loss of contact.

MAILING ADDRESS. Any notices or payments of principal or interest mailed by the Bank to the Owner will be mailed to the last address shown on the Issuing Office's records and shall be deemed binding when so sent. Any change of address or other correspondence concerning this Rainier BankBond must be given personally or mailed to the Issuing Office.

Rainier National Bank

J. R. Truex, Jr., Chairman and Chief Executive Officer

Authorized Signature - Issuing Office



MEMBER F.D.I.C.

Exhibit 2

Seattle-First Certificate

Type of Fixed Rate Investment L 1 Year Investment Certificate

Group 03 Type 52 No. 00076309

Seattle-First National Bank accepts for deposit the sum of \$ 200.00 as evidenced by this

Certificate issued by the Head Office Branch:

The Bank will hold this deposit and pay it to the registered owner, subject to the terms set below.

Date of Issue December 1, 1983

Registered Owner:

Maturity Date December 1, 1984

MARY JOAN ISABELL
5526 SEWARD PARK AVENUE S
SEATTLE, WA 98118

Interest Rate 9.65 % Per Annum



SEATTLE-FIRST NATIONAL BANK
MEMBER FDIC

Authorized Signature

Mary Joan Isabella

1. WITHDRAWAL. The funds deposited and any unpaid interest will be paid to the registered owner on withdrawal. These funds may be withdrawn by the registered owner by presenting and surrendering this Certificate to the issuing branch on the maturity date or within 10 days after that date.
 2. EARLY WITHDRAWAL. The registered owner has contracted to keep his/her funds on deposit until maturity. The funds on deposit may not be withdrawn prior to maturity except that the Bank may, at its option, allow a withdrawal prior to maturity at some other time subject to a penalty on the amount withdrawn as required by federal regulation or Bank policy. The following penalty or penalties are applicable:
 - Maturity of one year or less. If withdrawal takes place prior to the maturity date, three months of interest will be forfeited, (regardless of how much interest has been earned).
 - Maturity of more than one year. If withdrawal takes place prior to the maturity date, six months of interest will be forfeited, (regardless of how much interest has been earned).
 - Other penalty: _____
- A deduction for the required penalty may be made from any principal due on early withdrawal.
3. INTEREST. While on deposit, interest will be earned at the rate stated above. Interest will be computed and paid or credited as follows:
 - Simple interest. Interest will *not* be compounded.
 - Paid at maturity.
 - Credited to a checking or savings account at this Bank. Quarterly or Monthly
 - Paid by cashiers check. Quarterly or Monthly
 - Compounded daily.
 - Added to balance quarterly and paid at maturity.
 - Credited to a checking or savings account at this Bank. Quarterly or Monthly
 - Paid by cashiers check. Quarterly or Monthly

No interest will be paid after maturity unless this Investment Certificate is automatically renewed according to the provisions found in item 7, below.
 4. CALCULATIONS
 - All calculations on the computation of interest will be done using a 360-day year.
 - Other rate calculations: _____
 5. GOVERNMENT AND BANK RULES AND REGULATIONS. This Certificate is a time certificate of deposit and is subject to all present and future applicable rules and regulations issued by the Bank and by the government agencies regulating the Bank. The Bank's rules and regulations are available at the issuing Branch.
 6. NON-NEGOTIABLE. This Certificate is non-negotiable. Change of ownership is only effective when the registered owner personally or in writing requests the change from the issuing Branch and the change is reflected on the records of that Branch.
 7. AUTOMATIC RENEWAL. This Certificate will be renewed for successive maturity periods of the minimum term then in effect for this type Certificate unless (1) the funds on deposit are withdrawn at any maturity date or within ten days thereafter, or (2) the Bank at its option gives notice prior to any maturity date that it will not renew. The rate of interest paid for each renewal period will be the rate being paid by the Bank on the maturity date of the immediately preceding maturity period for this type Certificate. However, the Bank may change the terms and conditions for any renewal period by notifying the registered owner prior to renewal.
 8. MAILING ADDRESS AND CORRESPONDENCE. Any notices or payments of principal or interest which the Bank mails to the registered owner will be mailed to the last address shown on the records of the issuing Branch of the Bank. Any change of address or other correspondence concerning this Certificate must be mailed to the issuing Branch.
 9. AMOUNT OF DEPOSIT. The amount shown above does not reflect any withdrawals which are recorded on the records of the issuing Branch.
 10. ADDITIONAL CONDITIONS:

NON-NEGOTIABLE • NON-TRANSFERABLE

Exhibit 3

RAINIER BANK

Serial N^o 128886

There has been deposited with RAINIER NATIONAL BANK (Bank)

Issuing Office Medical Lake
Date of Deposit September 12, 1980
Date of Maturity March 12, 1983

One Hundred Thrity Eight and 56/100

Dollars \$ ****138.56****

Payable to the Registered Owner(s):

Heather Anne Bruntlett or John Bruntlett*Joint With Right of Survivorship

Address 499 Annie Place City Cheney State Washington Zip Code 99022

Interest rate ****11.25%**** % per annum.

Interest Payment to be: Added to Principal Quarterly

Credited to

Paid by Cashier's Check Monthly Quarterly Semi-Annually Annually.

Account No. _____

Guaranteed

Rainier BankBond

TERMS AND CONDITIONS. This Rainier BankBond is a multiple maturity non-negotiable time certificate of deposit evidencing that the amount indicated above has been deposited by the Registered Owner with the Issuing Office of Rainier National Bank subject to these terms in addition to all present and future applicable rules and regulations issued by governmental agencies regulating such deposit, banks and the Bank.

OWNERSHIP. Except for instances in which this Rainier BankBond is registered in form requiring action by more than one Registered Owner, any Registered Owner may on behalf of all Registered Owners transfer or assign this Rainier BankBond, however such transfer or assignment is not binding upon the Bank until the Registered Owner properly endorses this Rainier BankBond and such change is entered upon the records of the Issuing Office. The Bank makes no representation or warranty as to the legal effect of any designation of an estate or of interest among multiple payees thereof.

WITHDRAWAL. The principal amount and any accrued but unpaid interest will be paid to a Registered Owner on or within ten days following any maturity date upon presentation and surrender of this Rainier BankBond to the Issuing Office.

ten days after the end of the original period or any successive renewal period or b) the Bank at its option gives notice prior to any maturity date that it will not be renewed. The interest to be paid during any renewal period shall be the maximum rate then paid by the Bank as of the first day of such renewal period for time deposits of like maturity and principal amount. Provided, that if the Bank is, as of the first day of any subsequent renewal period, offering time deposits with interest rates which vary during the term of such time deposit, the Bank at its option may, if the rate then paid on such varying rate time deposits is higher than the rate then being paid on fixed rate time deposits (for like maturities and amounts) convert this Rainier BankBond to a time deposit with a varying interest rate which is the maximum then offered for time deposits of like maturity and principal amount.

INTEREST. Interest at the rate per annum indicated will be paid to the Registered Owner at each interest payment date in the manner and frequency specified above. Interest will be paid to the Registered Owner on the maturity date. No interest will accrue after any maturity period on a withdrawal during the ten day period following such maturity period. Methods of calculating interest (for example, whether interest is compounded) shall be as determined by the Bank as of the first day of any maturity period.

EARLY WITHDRAWAL. The Registered Owner has agreed to keep the funds on deposit for the stated maturity except when the funds are withdrawn upon the death or judgment of incompetency of an owner of the funds. If withdrawal of any portion or all of the funds occurs prior to a maturity date current federal regulations require a penalty as follows:

If the original maturity was one year or less there shall be forfeited an amount at least equal to three months of interest earned, or that could have been earned, on the amount withdrawn at the rate being paid on the deposit, computed on a simple interest basis, regardless of the length of time the funds withdrawn have remained on deposit. If the original maturity was more than one year, there shall be forfeited an amount at least equal to six months of interest earned, or that could have been earned, on the amount withdrawn at the rate being paid on the deposit, computed on a simple interest basis, regardless of the length of time the funds withdrawn have remained on deposit. The Bank permits the Registered Owner to withdraw the funds prior to the maturity date at the rate of interest paid or to reduce its maturity the withdrawal penalty shall be applied.

RENEWAL. This Rainier BankBond will automatically renew for subsequent maturities equal in length to the original maturity period unless a) it is presented for payment within



Rainier National Bank

J. R. Truex, Jr.
Robert Truex, Jr., Chairman and Chief Executive Officer
Edward J. Peterson
Authorized Signature - Issuing Office

MEMBER F.D.I.C.

Exhibit 4

RAINIER BANK

Serial No. **233102**

There has been deposited with RAINIER NATIONAL BANK (Bank)

One Thousand Two Hundred Fifty Two and 94/100

Payable to the Registered Owner(s):

Gina Mosley or Lloyd Mosley

Address 201 Union Ave. SE City Renton State Wa. Zip Code 98056

Issuing Office Redmond
Date of Deposit July 14, 1982
Date of Maturity January 14, 1985

Dollars \$ *1,252.94*

Interest rate 13.50 % per annum

Personal Account Ownership Designation

- Single Account
- Joint With Right of Survivorship
- Joint Without Right of Survivorship
- P.O.D. (Right of Survivorship between Depositors) Pamela Sgrist
Beneficiary(ies) _____

(Right of Survivorship between Beneficiaries)

- Registered Owner above is the Custodian under the Washington State Uniform Gifts to Minors Act For _____
(Minor)

Interest Option

- Added to Principal
- Paid by Check
- Paid to an Account

Type _____ Number _____

Interest Payment Frequency

- Monthly Semi-Annually
- Quarterly Annually

Rainier BankBond

Guaranteed



MEMBER F.D.I.C.

TERMS AND CONDITIONS. This is a multiple maturity non-negotiable time certificate of deposit. The amount shown above has been deposited by the Owner with the Issuing Office of Rainier National Bank subject to these terms in addition to all present and future applicable rules and regulations issued by governmental agencies regulating such deposit, banks and the Bank.

OWNERSHIP. This Rainier BankBond is transferable only if the Owner endorses and the transfer is entered on the books of the Bank. Any Owner may transfer this Rainier BankBond on behalf of all Owners except when it is registered in form requiring action by more than one Owner. The legal effect of any form of registration of this Rainier BankBond is the responsibility of the Owner.

WITHDRAWAL. The principal amount and any accrued but unpaid interest will be paid to an Owner on or within ten days following any maturity date upon presentation and surrender of this Rainier BankBond to the Issuing Office.

EARLY WITHDRAWAL. The Owner has agreed to keep the funds on deposit for the stated maturity except when the funds are withdrawn upon the death or judgment of incompetency of an Owner of the funds. If withdrawal of any portion or all of the funds occurs prior to a maturity date current federal regulations require a penalty as follows:

If the original maturity was one year or less there shall be forfeited an amount at least equal to the amount withdrawn at the rate being paid or that could have been earned on a simple interest basis, regardless of the length of time the funds withdrawn have remained on deposit. If the original maturity was more than one year, there shall be forfeited an amount at least equal to six months of interest earned, or that could have been earned, on the amount withdrawn at the rate being paid on the funds withdrawn on a simple interest basis, regardless of the length of time the funds withdrawn have remained on deposit.

RENEWAL. This Rainier BankBond will automatically renew for subsequent maturities equal in length to the original maturity period unless a) it is presented for payment within ten days after the end of the original period or any successive renewal period or b) the Bank at its option gives notice prior to any maturity date that it will not be renewed. The interest rate to be paid during any renewal period shall be the maximum rate then paid by the Bank as of the first day of such renewal period for time deposits of like maturity

and principal amount. Provided, that if the Bank is, as of the first day of any subsequent renewal period, offering time deposits with interest rates which vary during the term of such time deposit, the Bank at its option may, if the rate then paid on such varying rate time deposits is higher than the rate then being paid on fixed rate time deposits (for like maturities and amounts) convert this Rainier BankBond to a time deposit with a varying interest rate which is the maximum then offered for time deposits of like maturity and principal amount.

INTEREST. No interest will accrue after any maturity period on a withdrawal during the ten day period following such maturity period. Methods of calculating interest (for example, whether interest is compounded) shall be as determined by the Bank as of the first day of any maturity period.

DORMANCY. This Rainier BankBond will be classified as dormant and will no longer earn interest if this bond has not been renewed or if the Bank loses contact with the Owner. State law requires that dormant BankBonds be escheated to the State five (5) years after loss of contact.

MAILING ADDRESS. Any notices or payments of principal or interest mailed by the Bank to the Owner will be mailed to the address last sent to the Issuing Office's records and correspondence concerning this Rainier BankBond must be given personally or mailed to the Issuing Office.

Rainier National Bank

J. R. S. [Signature]
Robert S. [Name], Jr., Chairman and Chief Executive Officer

[Signature]
Authorized Signature - Issuing Office

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

CLAIRE DOUGLAS, MARY JOAN ISABELL, HEATHER CARLON, and GINA PAWOLSKI, individually, on behalf of similarly situated individuals,

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Sirianni Youtz Spoonmore Hamburger PLLC; 3101 Western Avenue, Suite 350, Seattle, WA 98121; (206) 223-0303; Attorney West Seattle; 5400 California Ave SW, Suite E, Seattle, WA 98136; (206) 745-3738

DEFENDANTS

BANK OF AMERICA, N.A., U.S. BANK NATIONAL ASSOCIATION, and KEYCORP, national banking associations,

County of Residence of First Listed Defendant USA (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known) Kelly D. Folger; Garrett Williams; Alexandra P Johnston; Shawn J Larsen-Bright; Shannon McDougald; Trent Latta

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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location. Includes options for Citizen of This State, Citizen of Another State, and Citizen or Subject of a Foreign Country.

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

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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. 1332

Brief description of cause: Diversity - Breach of Contract

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 DOCKET NUMBER

DATE 02/07/2020 SIGNATURE OF ATTORNEY OF RECORD /s/Shannon L. McDougald

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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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.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Bank of America, U.S. Bank, Key Bank Hit with Lawsuit Over Alleged Refusal to Honor Bonds](#)
