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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

GLOW MEDISPA, LLC, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SENTINEL INSURANCE COMPANY,
LIMITED,

Defendant.

No.

COMPLAINT—CLASS ACTION

JURY DEMAND

I. INTRODUCTION

Plaintiff Glow Medispa, LLC (“Glow Medispa”), 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 Sentinel Insurance Company, Limited (“Sentinel or “Defendant”) and alleges as follows based on personal knowledge and information and belief:

II. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because at least one member of the proposed Class and Washington subclass is a citizen of a state different from that of Defendant, the proposed Class

1 and subclass each consist of more than 100 class members, and the aggregate amount in
2 controversy exceeds \$5,000,000. The Court has supplemental jurisdiction over Plaintiff's state
3 law claims under 28 U.S.C. § 1367.

4 2. This Court has personal jurisdiction over Defendant because Defendant registered
5 to do business in Washington, has sufficient minimum contacts in Washington, and otherwise
6 intentionally avails itself of the markets within Washington through its business activities, such
7 that the exercise of jurisdiction by this Court is proper. Moreover, the claims of Plaintiff and all
8 of the Washington subclass members in this case arise out of and directly relate to Defendant's
9 contacts with Washington.
10

11 3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(3) because the
12 Court has personal jurisdiction over Defendant, a substantial portion the alleged wrongdoing
13 occurred in this District and the state of Washington, and Defendant has sufficient contacts with
14 this District and the state of Washington.
15

16 4. Venue is proper in the Western District of Washington pursuant to 28 U.S.C.
17 § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims at
18 issue in this Complaint arose in this District. Plaintiff's place of business is located in Seattle and
19 Kirkland, King County. This action is therefore appropriately filed in the Seattle Division
20 because a substantial portion of the events giving rise to this lawsuit arose in King County.
21

22 **III. PARTIES**

23 5. Plaintiff Glow Medispa owns and operates a medical spa business located at 4409
24 California Ave. SW, Suite 100, Seattle, WA 98116.
25
26

1 6. Defendant Sentinel Insurance Company, Limited is an insurance carrier
2 incorporated and domiciled in Connecticut, with its principal place of business in Hartford,
3 Connecticut.

4 7. Sentinel is authorized to write, sell, and issue business insurance policies in
5 Washington, all other forty-nine states, and the District of Columbia. Sentinel conducted
6 business within Washington State and the other municipalities by selling and insuring business
7 insurance to policyholders, including Glow Medispa.
8

9 **IV. NATURE OF THE CASE**

10 8. Glow Medispa is a full-service medical spa that offers services such as laser hair
11 removal, microdermabrasion, dermaplaning, microneedling, temporomandibular joint (TMJ)
12 disorder and migraine relief, and non-invasive facelifts.
13

14 9. Due to COVID-19 and a state-ordered mandated closure, Plaintiff's medical spa
15 business has been interrupted, curtailed, and suspended.

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

19 11. Sentinel issued one or more insurance policies to Plaintiff, including Spectrum
20 Business Owner's Policy and related endorsements, insuring Plaintiff's property and business
21 and other coverages from December 10, 2019 to December 10, 2020.
22

23 12. Plaintiff's business property includes property owned and/or leased by Plaintiff
24 and used for general business purposes for the specific purpose of medical spa services and other
25 related business activities.
26

1 13. Sentinel’s insurance policy issued to Plaintiff promises to pay Plaintiff for “direct
2 physical loss of or physical damage to” covered property.

3 14. Sentinel’s insurance policy issued to Plaintiff includes Business Income
4 Coverage, Extra Expense Coverage, Extended Business Income Coverage and Civil Authority
5 Coverage.

6 15. Plaintiff paid all premiums for the coverage when due.

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

9 17. On February 29, 2020, Washington Governor Jay Inslee issued Proclamation 20-
10 5, declaring a State of Emergency for all counties in the state of Washington as the result of
11 COVID-19. Thereafter, he issued a series of certain proclamations and orders affecting many
12 persons and businesses in Washington, whether infected with COVID-19 or not, requiring
13 certain public health precautions.

14 18. On March 16, 2020, Governor Inslee issued Proclamation 20-14, “Reduction of
15 Statewide Limits on Gatherings.” The proclamation prohibits “[gathering] activities of less than
16 50 people . . . unless organizers of those activities comply with social distancing and sanitation
17 measures established by the United States Center for Disease Control and Prevention of the
18 Washington State Department of Health guidelines.”

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

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

4 21. Plaintiff was not designated to be an “essential business” by Governor Inslee.

5 22. By order of Governor Inslee, medical spas including Plaintiff were prohibited
6 from operating their businesses except according to the terms of the proclamations and orders.
7

8 23. Since March 17, 2020, Plaintiff’s business has suffered a suspension.

9 24. Plaintiff has not been able to use its business for its insured purpose of providing
10 medical spa and skin care services to the extent for which Sentinel has insured its premises.

11 25. No COVID-19 virus has been detected on Plaintiff’s business premises.

12 26. Plaintiff’s property has sustained direct physical loss and/or damage related to
13 COVID-19 and/or the proclamations and orders.
14

15 27. Plaintiff’s property will continue to sustain direct physical loss or damage covered
16 by the Sentinel policy or policies, including but not limited to business interruption, extra
17 expense, interruption by civil authority, and other expenses.

18 28. Plaintiff’s property cannot be fully used for its intended purposes.

19 29. As a result of the above, Plaintiff has experienced and will experience loss
20 covered by the Sentinel policy or policies.
21

22 30. Plaintiff submitted a claim to Sentinel for losses covered by the Policy. Sentinel
23 denied coverage.

24 31. Upon information and belief, Sentinel has denied and will deny all similar claims
25 for coverage.
26

V. CLASS ACTION ALLEGATIONS

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

33. The Classes and Subclasses that Plaintiff seeks to represent are defined as:

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

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

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

D. **Business Income Coverage Declaratory Relief Washington Subclass:** All persons and entities in the State of Washington insured under a Sentinel policy with 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, and/or other civil
2 authorities.

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

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

16
17 G. ***Extended Business Income Declaratory Relief Class:*** All persons and
18 entities in the United States insured under a Sentinel policy with Extended Business
19 Income coverage who suffered a suspension of their business at the covered premises due
20 to COVID-19 related to COVID-19 and/or orders issued by Governor Inslee, other
21 Governors, and/or other civil authorities.

22
23 H. ***Extended Business Income Declaratory Relief Washington Subclass:*** All
24 persons and entities in the State of Washington insured under a Sentinel policy with
25 Extended Business Income coverage who suffered a suspension of their business at the
26

1 covered premises due to COVID-19 related to COVID-19 and/or orders issued by
2 Governor Inslee, and/or other civil authorities.

3 I. ***Extra Expense Breach of Contract Class:*** All persons and entities in the
4 United States insured under a Sentinel policy with Extra Expense coverage who incurred
5 expenses while seeking to minimize losses from the suspension of business at the covered
6 premises in connection with COVID-19 and/or orders issued by Governor Inslee, other
7 Governors, and/or other civil authorities and whose Extra Expense claim has been denied
8 by Sentinel.

9
10 J. ***Extra Expense Breach of Contract Washington Subclass:*** All persons
11 and entities in the State of Washington insured under a Sentinel policy with Extra
12 Expense coverage who incurred expenses while seeking to minimize losses from the
13 suspension of business at the covered premises in connection with COVID-19 and/or
14 orders issued by Governor Inslee, and/or other civil authorities and whose Extra Expense
15 claim has been denied by Sentinel.

16
17 K. ***Extra Expense Declaratory Relief Class:*** All persons and entities in the
18 United States insured under a Sentinel policy with Extra Expense coverage who incurred
19 expenses while seeking to minimize losses from the suspension of their business at the
20 covered premises in connection with COVID-19 and/or orders issued by Governor Inslee,
21 other Governors, and/or other civil authorities.

22
23 L. ***Extra Expense Declaratory Relief Washington Subclass:*** All persons and
24 entities in the State of Washington insured under a Sentinel policy with Extra Expense
25 coverage who incurred expenses while seeking to minimize losses from the suspension of
26

1 their business at the covered premises in connection with COVID-19 and/or orders issued
2 by Governor Inslee, and/or other civil authorities.

3 M. ***Civil Authority Breach of Contract Class:*** All persons and entities in the
4 United States insured under a Sentinel policy with Civil Authority coverage who suffered
5 a loss of business income and/or extra expense related to the impact of COVID-19 and/or
6 orders issued by Governor Inslee, other Governors, and/or other civil authorities and
7 whose Civil Authority claim has been denied by Sentinel.
8

9 N. ***Civil Authority Breach of Contract Washington Subclass:*** All persons
10 and entities in the State of Washington insured under a Sentinel policy with Civil
11 Authority coverage who suffered a loss of business income and/or extra expense related
12 to the impact of COVID-19 and/or orders issued by Governor Inslee, and/or other civil
13 authorities and whose Civil Authority claim has been denied by Sentinel.
14

15 O. ***Civil Authority Declaratory Relief Class:*** All persons and entities in the
16 United States insured under a Sentinel policy with Civil Authority coverage who suffered
17 a loss of business income and/or extra expense related to COVID-19 and/or orders issued
18 by Governor Inslee, other Governors, and/or other civil authorities.

19 P. ***Civil Authority Declaratory Relief Washington Subclass:*** All persons and
20 entities in the State of Washington insured under a Sentinel policy with Civil Authority
21 coverage who suffered a loss of business income and/or extra expense related to the
22 impact of COVID-19 19 and/or orders issued by Governor Inslee, and/or other civil
23 authorities.
24

25 34. Excluded from the Classes and Subclasses are Defendant's officers, directors, and
26 employees; the judicial officers and associated court staff assigned to this case; and the

1 immediate family members of such officers and staff. Plaintiff reserves the right to amend the
2 Class definition based on information obtained in discovery.

3 35. This action may properly be maintained on behalf of each proposed Class under
4 the criteria of Rule 23 of the Federal Rules of Civil Procedure.

5 36. **Numerosity:** The members of the Class are so numerous that joinder of all
6 members would be impractical. Plaintiff is informed and believes that each proposed Class and
7 Subclass contains thousands of members. The precise number of class members can be
8 ascertained through discovery, which will include Defendant's records of policyholders.

9 37. **Commonality and Predominance:** Common questions of law and fact
10 predominate over any questions affecting only individual members of the Class. Common
11 questions include, but are not limited to, the following:
12

13 A. Whether the class members suffered covered losses based on common
14 policies issued to members of the Class and Subclass;

15 B. Whether Sentinel acted in a manner common to the Class and Subclass by
16 wrongfully denying claims for coverage relating to COVID-19 and/or orders issued by
17 Governor Inslee, other Governors, and/or other civil authorities;

18 C. Whether Business Income coverage in Sentinel's policies of insurance
19 applies to a suspension of practice relating to COVID-19 and/or orders issued by
20 Governor Inslee, other Governors, and/or other civil authorities;

21 D. Whether Extended Business Income coverage in Sentinel's policies of
22 insurance applies to a suspension of practice relating to COVID-19 and/or orders issued
23 by Governor Inslee, other Governors, and/or civil authorities;
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1 E. Whether Extra Expense coverage in Sentinel's policies of insurance
2 applies to efforts to minimize a loss relating to COVID-19 and/or orders issued by
3 Governor Inslee, other Governors, and/or other civil authorities;

4 F. Whether Civil Authority coverage in Sentinel's policies of insurance
5 applies to a suspension of practice relating to COVID-19 and/or orders issued by
6 Governor Inslee, other Governors, and/or civil authorities;

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

11 H. Whether, because of Defendant's conduct, Plaintiff and the class members
12 have suffered damages; and if so, the appropriate amount thereof; and
13

14 I. Whether, because of Defendant's conduct, Plaintiff and the class members
15 are entitled to equitable and declaratory relief, and if so, the nature of such relief.
16

17 38. **Typicality:** Plaintiff's claims are typical of the claims of the members of the
18 classes. Plaintiff and all the members of the classes have been injured by the same wrongful
19 practices of Sentinel. Plaintiff's claims arise from the same practices and course of conduct that
20 give rise to the claims of the members of the Class and Subclass and are based on the same legal
21 theories.
22

23 39. **Adequacy:** Plaintiff will fully and adequately assert and protect the interests of
24 the classes and has retained class counsel who are experienced and qualified in prosecuting class
25 actions. Neither Plaintiff nor its attorneys have any interests contrary to or in conflict with the
26 Class or Subclass.

1 40. **Federal Rule of Civil Procedure 23(b)(1), the Risk of Inconsistent or Varying**
2 **Adjudications and Impairment to Other Class Members’ Interests:** Plaintiff seeks
3 adjudication as to the interpretation, and resultant scope, of Defendant’s policies, which are
4 common to all members of the Class and Subclass. The prosecution of separate actions by
5 individual members of the classes would risk inconsistent or varying interpretations of those
6 policy terms and create inconsistent standards of conduct for Defendant. The policy
7 interpretations sought by Plaintiff could also impair the ability of absent class members to protect
8 their interests.
9

10 41. **Federal Rule of Civil Procedure 23(b)(2), Declaratory and Injunctive Relief:**
11 Defendant acted or refused to act on grounds generally applicable to Plaintiff and other members
12 of the proposed classes making injunctive relief and declaratory relief appropriate on a classwide
13 basis.
14

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

2 **Count One—Declaratory Judgment**

3 *(Brought on behalf of the Business Income Coverage Declaratory Relief Class,*
4 *Business Income Coverage Declaratory Relief Washington Subclass, Extended Business*
5 *Income Declaratory Relief Class, Extended Business Income Declaratory Relief Washington*
6 *Subclass, Extra Expense Declaratory Relief Class, Extra Expense Declaratory Relief*
7 *Washington Subclass, Civil Authority Declaratory Relief Class, and Civil Authority*
8 *Declaratory Relief Washington Subclass)*

9 43. Previous paragraphs alleged are incorporated herein.

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

12 45. Plaintiff brings this cause of action on behalf of the Business Income Coverage
13 Declaratory Relief Class, Business Income Coverage Declaratory Relief Washington Subclass,
14 Extended Business Income Declaratory Relief Class, Extended Business Income Declaratory
15 Relief Washington Subclass, Extra Expense Declaratory Relief Class, and Extra Expense
16 Declaratory Relief Washington Subclass, Civil Authority Declaratory Relief Class, and Civil
17 Authority Declaratory Relief Washington Subclass.

18 46. Plaintiff seeks a declaratory judgment declaring that Plaintiff's and class members
19 losses and expenses resulting from the interruption of their business are covered by the Policy.

20 47. Plaintiff seeks a declaratory judgment declaring that Sentinel is responsible for
21 timely and fully paying all such claims.

22 **Count Two—Breach of Contract**

23 *(Brought on behalf of the Business Income Coverage Breach of Contract Class,*
24 *Business Income Coverage Breach of Contract Washington Subclass, Extended Business*
25 *Income Breach of Contract Class, Extended Business Income Breach of Contract Washington*
26 *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)

1 48. Previous paragraphs alleged are incorporated herein.

2 49. Plaintiff brings this cause of action on behalf of the Business Income Coverage
3 Breach of Contract Class, Business Income Coverage Breach of Contract Washington Subclass,
4 Extended Business Income Breach of Contract Class, Extended Business Income Breach of
5 Contract Washington Subclass, Extra Expense Breach of Contract Class, Extra Expense Breach
6 of Contract Washington Subclass, Civil Authority Breach of Contract Class, and Civil Authority
7 Breach of Contract Washington Subclass.
8

9 50. The Policy is a contract under which Plaintiff and the class paid premiums to
10 Sentinel in exchange for Sentinel's promise to pay Plaintiff and the class for all claims covered
11 by the Policy.

12 51. Plaintiff has paid its insurance premiums.

13 52. Upon information and belief, Sentinel denied coverage for other similarly situated
14 policyholders.
15

16 53. Denying coverage for the claim is a breach of the insurance contract.

17 54. Plaintiff is harmed by the breach of the insurance contract by Sentinel.

18 **VII. PRAYER**

19 1. A declaratory judgment that the policy or policies cover Plaintiff's losses and
20 expenses resulting from the interruption of Plaintiff's business related to COVID-19 and/or
21 orders issued by Governor Inslee, other Governors, and/or other authorities.
22

23 2. A declaratory judgment that Defendant is responsible for timely and fully paying
24 all such losses.

25 3. Damages.
26

- 1 4. Pre- and post-judgment interest at the highest allowable rate.
2 5. Reasonable attorney fees and costs.
3 6. Such further and other relief as the Court shall deem appropriate.
4

5 **VIII. JURY DEMAND**

6 Plaintiff demands a jury trial on all claims so triable.

7 DATED this 12th day of May, 2020.

8 KELLER ROHRBACK L.L.P.

9 By: s/ Amy Williams-Derry

10 By: s/ Lynn L. Sarko

11 By: s/ Ian S. Birk

12 By: s/ Gretchen Freeman Cappio

13 By: s/ Irene M. Hecht

14 By: s/ Maureen Falecki

15 By: s/ Nathan L. Nanfelt

16 Amy Williams-Derry, WSBA #28711

17 Lynn L. Sarko, WSBA #16569

18 Ian S. Birk, WSBA #31431

19 Gretchen Freeman Cappio, WSBA #29576

20 Irene M. Hecht, WSBA #11063

21 Maureen Falecki, WSBA #18569

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By: s/ Alison Chase
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Attorneys for Plaintiff

4812-5686-0347, v. 2

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

GLOW MEDISPA, LLC, 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

SENTINEL INSURANCE COMPANY, LIMITED

County of Residence of First Listed Defendant Hartford County, CT (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 Property, 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 J. Richard Creatura

DOCKET NUMBER 2:20-cv-00627-JRC

DATE 05/12/2012 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

GLOW MEDISPA, LLC, individually and on behalf of
all others similarly situated,

Plaintiff(s)

v.

SENTINEL INSURANCE COMPANY, LIMITED

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) SENTINEL INSURANCE COMPANY LTD
ONE HARTFORD PLAZA
HARTFORD, CT 06115

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:

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

GLOW MEDISPA, LLC, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SENTINEL INSURANCE COMPANY,
LIMITED,

Defendant.

No.

NOTICE OF RELATED CASES

The below-listed cases against Hartford Casualty Insurance Company and Sentinel Insurance Company involve similar claims and arise out of similar policy forms used by Hartford-related insurers as the above captioned-action. All five actions are against an insurer within the same Hartford corporate family. On information and belief, the ultimate corporate parent of both Sentinel Insurance Company, Limited and Hartford Casualty Insurance Company is The Hartford Financial Services Group, Inc. In addition to similar claims against a similar or affiliated defendant, there is also a similar nature of relief requested by the plaintiff in the above-captioned action and the cases listed below. Accordingly, it appears likely that there could be an unduly burdensome duplication of labor and expense and potential for conflicting results if the cases listed below 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.
Mario D. Chorak, DMD, P.S. v. Hartford Casualty Insurance Company	J. Richard Creatura	W.D. WA 2:20-cv-000627-JRC
Arnell Prato, DDS, PLLC v. Sentinel Insurance Company, Limited	Robert J. Bryan	W.D. WA 3:20-cv-05402-RJB
Lina Kim, DDS, P.S. v. Sentinel Insurance Company, Limited	James L. Robart	W.D. WA 2:20-cv-000657-JLR
Andrew Lee, DDS v. Sentinel Insurance Company, Limited	David W. Christel	W.D. WA 3:20-cv-05422-DWC

DATED this 12th 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

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Email: nnanfelt@kellerrohrback.com

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By: s/ Alison Chase
Alison Chase, *pro hac vice forthcoming*
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Attorneys for Plaintiff

ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)
