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Attorneys for Plaintiff Leif Hansen

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

(Portland Division)

LEIF HANSEN, on behalf of himself and all others
similarly situated,

Plaintiff,

v.

GOVERNMENT EMPLOYEES INSURANCE
COMPANY, a Maryland corporation,

Defendant.

Civil No. 3:17-cv-1986

CLASS ACTION

**COMPLAINT (Breach of Contract;
Breach of the Implied Covenant of
Good Faith and Fair Dealing)**

DEMAND FOR JURY TRIAL

For his Complaint against Defendant Government Employees Insurance Company ("GEICO"), Plaintiff Leif Hansen ("Leif"), individually and on behalf of all similarly-situated members of the Class, alleges as follows:

INTRODUCTION

1. This case involves a nationwide policy and practice by GEICO under which GEICO has routinely refused to compensate GEICO car insurance policyholders for essential repairs, in particular for electronic scans of their vehicles after collision repairs. Automobile manufacturers currently require or recommend these scans before and after collision repairs.

2. As a result of GEICO's conduct, policyholders do not receive payment for the full extent of their losses and are denied complete and safe repairs.

3. Under its policies, GEICO is required to compensate policyholders the sum of money required to return their vehicles to pre-loss condition. By refusing to compensate policyholders for electronic scans, GEICO violates the terms of its car insurance policies, issued to each policyholder. Without the electronic scans, damage to the policyholders' vehicles goes undetected; system problems go unexplained; and GEICO puts unsafe cars back on the roads.

PARTIES

4. Leif is an individual who is a citizen of the state of Oregon. He is a GEICO policyholder.

5. GEICO is a foreign corporation with its principal place of business in Chevy Chase, Maryland. During all relevant time periods, it has been licensed by the Oregon Department of Consumer and Business Services to conduct business and sell insurance products in Oregon. GEICO sells and/or underwrites car insurance policies that provide collision repair coverage in the state of Oregon, as well as throughout the United States. GEICO is currently the second largest private passenger automobile insurance carrier in the country by market share.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over all claims under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2). The amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and diversity of citizenship exists between Leif and GEICO.

7. Venue is proper in this district under 28 U.S.C. § 1391(b) because a substantial part of the acts and events giving rise to Leif's claims occurred here.

FACTUAL ALLEGATIONS

A. Leif's Individual Factual Allegations

8. GEICO sells car insurance, including coverage for collision losses, to drivers in Portland, Oregon, and across the United States. GEICO holds itself out as a low-cost automobile insurer, but endeavors to decrease the sum GEICO must pay its policyholders by refusing to compensate policyholders for necessary and complete repairs.

9. Leif holds a GEICO car insurance policy, including coverage for collision losses, for his 2017 GMC Sierra 3500 pickup truck ("Sierra 3500").

10. GEICO's car insurance policy (the "Policy") uses standard language provided by Insurance Services Office, Inc. As part of that standardized language, the Policy specifies that GEICO "will pay for collision loss to the owned auto or non-owned car for the amount of each loss less the applicable deductible." In relevant part, the Policy defines loss as "direct and accidental loss of or damage to * * * an insured auto, including its equipment."

11. In or about November 2017, Leif's Sierra 3500 suffered damage to the rear bumper in a collision. On Saturday, November 4, 2017, he filed a claim with GEICO and received an appointment time for a repair estimate at Artistic Car Body ("Artistic").

12. During his appointment for a repair estimate at Artistic, Leif requested pre- and post-repair electronic scans to ensure that his vehicle was repaired safely and completely. Leif knew the scans were a necessary part of collision repairs from his experience as an owner of a group of Portland-area auto repair shops.

13. Pre- and post-repair electronic scans use software to test for diagnostic trouble codes that identify potential damage and help ensure safe and complete repairs. In cars with advanced driver assistance systems, electronic scans are necessary to ensure proper calibration after repairs.

14. Electronic scans cost roughly \$100 each.

15. Nissan, Honda, Toyota, and General Motors, among other manufacturers, have issued public statements requiring or recommending that auto collision repair shops use electronic scans before and after repairs.

16. General Motors, for example, has released a position statement

[t]hat all vehicles being assessed for collision damage repairs must be tested for Diagnostic Trouble Codes (DTCs) during the repair estimation in order to identify the required repairs. Additionally, the vehicle must be re-tested after all repairs are complete in order to verify that the faults have been repaired and new faults have not been introduced during the course of repairs. Even minor body damage or glass replacement may result in damage to one or more safety-related systems on the vehicle. Any action that results in loss of battery-supplied voltage and disconnection of electrical circuits requires that the vehicle is subsequently tested to ensure proper electrical function.

17. The Automotive Service Association, an independent organization dedicated to advancing the automotive repair industry, also released a public statement endorsing electronic system scanning as necessary for safe collision repairs.

18. Nissan, Honda, Toyota, General Motors, along with other vehicle manufacturers, and the Automotive Service Association require or recommend pre- and post-repair electronic scans whether or not maintenance lights are illuminated on a vehicle's dash.

19. When Leif requested the electronic scans on his General Motors vehicle, for which the manufacturer requires pre- and post-repair scans, GEICO's representative refused to authorize the scans because GEICO would not cover the scans unless there was a maintenance light illuminated on the Sierra 3500's dash.

20. On or about November 8, 2017, Leif again requested electronic scans to ensure that the Sierra 3500 had been safely and completely repaired. GEICO's representative again refused to authorize the scans.

21. GEICO continues to refuse to compensate Leif for pre- and post-repair electronic scans on the Sierra 3500. GEICO's conduct has prevented Leif from receiving the electronic scans mandated by General Motors, thereby disregarding the manufacturer's recommendations and putting the truck at risk for having undetected repairs and being unsafe to drive.

22. Leif has personal knowledge of other instances where GEICO refused to compensate a policyholder for pre- and post-repair electronic scans that are required or recommended by the vehicle manufacturer. Earlier in 2017, for example, a customer brought a car to one of Leif's auto repair shops. The car had airbag and steering system problems that could have been avoided had GEICO authorized pre- and post-repair electronic scans to detect unresolved damage. GEICO continues to refuse to cover the cost of electronic scans that could help resolve the airbag and steering system issues for this car.

23. Moreover, GEICO has stated in writing its practice of refusing to authorize electronic scans at any and all collision repair shops. GEICO Auto Damage Adjuster Timothy Lewis has clearly stated GEICO's policy that, "There will be no pre-approval of these scans before they are performed." GEICO also requires "[a]n *official document* from the manufacturer" stating that "the scan is *required* for the particular make, model and year of the vehicle." (Emphasis added.) But as GEICO well knows, this policy guarantees that no scan will be pre-approved because although automobile manufacturers have issued official statements requiring or recommending electronic scans, no manufacturer issues such official documents for particular vehicle makes, models, and years.

B. Putative Class Allegations

1. GEICO's Practices With Regard to Members of the Putative Class

24. Leif realleges paragraphs 1 through 23 of this Complaint.

25. GEICO has a nationwide practice of denying compensation for necessary pre- and post-repair electronic scans to policyholders' vehicles under the pretext that the Policy does not cover them.

26. GEICO's practice of denying payment for pre- and post-repair electronic scans results in GEICO denying its policyholders full compensation to pre-loss condition for their vehicles.

27. When GEICO underpays for its policyholder losses, GEICO pockets money that it otherwise would have to pay out in compensation for pre- and post-repair electronic scans, as well as any additional necessary repairs detected by such scans.

28. GEICO's conduct violates the express terms of the Policy, which obligates GEICO to pay for all collision losses, excepting only the applicable deductibles and other exclusions that do not apply here.

2. Rule 23 Allegations

29. Leif brings this action as a Class Action under Federal Rules of Civil Procedure 23(a), (b)(1), and (b)(3), on behalf of a nationwide class of current and former GEICO car insurance policyholders in the United States who suffered losses caused by collisions within six years of the date of the filing of this Complaint.

30. The exact number of Class members is not presently known to Leif, but can be determined readily by appropriate discovery. On information and belief, Leif alleges that in 2016, GEICO insured 11.92% of all drivers who carried car insurance in the United States, more drivers than any other private passenger auto insurance carrier other than State Farm. The Class is thus so numerous that joinder of all Class members is impracticable.

31. Leif can and will fairly and adequately protect the interests of the members of the Class and has retained counsel competent and experienced in Class Actions and breach of contract claims.

32. Leif's claims, as those of the representative party, are typical of those of the Class.

33. A Class Action is superior to other available methods for the fair and efficient adjudication of this controversy because:

- a. The damages suffered by many individual members of the Class may be relatively small, and thus the expense and burden of individual litigation

makes it virtually impossible for the members of the Class individually to seek redress for the wrongful conduct alleged herein;

- b. Class members do not have an overriding interest in individually controlling the prosecution of separate actions;
- c. No Class member has commenced litigation concerning this breach of contract controversy;
- d. Concentration of the litigation in this forum is desirable in order to have all claims resolved in one case; and
- e. The prosecution of separate actions by members of the Class would create a risk of inconsistent adjudications establishing incompatible standards of conduct for GEICO.

34. Common questions of law and fact exist as to all members of the Class and predominate over any questions solely affecting individual Class members. Among the questions of law and fact common to the Class are:

- a. Whether GEICO refused to pay policyholders for pre- and post-repair electronic scans that were required or recommended by vehicle manufacturers and independent industry authorities;
- b. Whether pre- and post-electronic scans and the diagnostic codes associated with them qualify as a "loss" or "repair" under the terms of the Policy;
- c. Whether GEICO's conduct breached the terms of the Policy, issued to each policyholder; and

d. Whether Leif and Class members have sustained injury by reason of GEICO's acts and omissions.

35. Leif envisions no difficulty in the management of this litigation as a Class Action.

FIRST CLAIM FOR RELIEF

(Breach of Contract)

36. Leif realleges paragraphs 1 through 35 of this Complaint.

37. The Policy specifies that GEICO will either pay for all "direct and accidental loss of or damage to * * * an insured auto, including its equipment" after collisions or make the necessary repairs itself, subject only to certain exclusions that are not applicable here.

38. All of GEICO's automobile insurance policies contain the language set forth in paragraph 37 above. The Policy uses the standard form language approved by Insurance Services Office, Inc.

39. GEICO policyholders pay insurance premiums in exchange for coverage under the Policy.

40. The Policy constitutes a valid and enforceable contract between GEICO and policyholders.

41. As a matter of policy and practice, GEICO does not compensate policyholders for pre- and post-repair electronic scans after collisions. This results in policyholders receiving incomplete compensation for their collision losses both for the scans themselves and for further necessary repairs that the scans would reveal.

42. GEICO's failure to compensate policyholders for the full extent of their losses following collisions violates the express terms of the Policy.

43. As a direct result of GEICO's breach of its insurance Policy, Leif and members of the Class have (a) been denied payment for electronic scans that should have been covered by their GEICO insurance policies; (b) been deprived of the use of their vehicles because of unsafe or incomplete repairs after collisions; and (c) driven vehicles that were unsafely or incompletely repaired after collisions.

44. Leif and members of the Class are entitled to recover actual damages in an amount to be proven at trial.

SECOND CLAIM FOR RELIEF

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

45. Leif realleges paragraphs 1 through 44 of this Complaint.

46. In every contract there is an implied covenant known as the covenant of good faith and fair dealing that neither party will do anything that will have the effect of destroying or injuring the right of the other party to receive the benefits of the contract.

47. GEICO's policyholders have a reasonable expectation, rooted in the plain language of the Policy, that GEICO will compensate them in an amount sufficient to obtain complete and safe repairs. However, GEICO's policy of denying pre- and post-repair scans, in direct opposition to manufacturer and industry recommendations, frustrates this reasonable expectation.

48. GEICO has breached the implied covenant of good faith and fair dealing inherent in the Policy by deliberately depriving policyholders of the benefits of the contract by failing to pay for repairs necessary to restore vehicles to pre-loss condition. GEICO has instead caused policyholders to accept vehicles that are unsafely or incompletely repaired after collisions and whose value has been diminished from their value before the collision. In cases where the

policyholder accepts payment in lieu of repair, GEICO regularly makes payments far below the actual amount of loss.

49. GEICO has used its superior knowledge and bargaining position to deprive unwitting policyholders of the benefit of the Policy.

RELIEF REQUESTED

WHEREFORE, Leif, on behalf of himself and members of the Class, demands judgment as follows:

1. Judgment in favor of Leif and the Class and an award of:
 - a. Actual damages for losses incurred by Leif and each member of the Class;
 - b. Costs incurred in bringing this action;
 - c. Pre- and post-judgment interest; and
2. Such other and further relief as this Court deems just and equitable.

DEMAND FOR JURY TRIAL

Leif, on behalf of himself and members of the Class, demands a jury trial.

DATED this 13th day of December, 2017.

TONKON TORP LLP

By: Steven D. Olson

Steven D. Olson, OSB No. 003410

Paul Conable, OSB No. 975368

Attorneys for Plaintiff Leif Hansen

097204/97204/8519989v1

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

LEIF HANSEN, on behalf of himself and all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Steven D. Olson, Paul Conable, Tonkon Torp LLP, 888 SW 5th Ave., Suite 1600, Portland, OR 97204 (503-221-1440)

DEFENDANTS

GOVERNMENT EMPLOYEES INSURANCE COMPANY, a Maryland corporation

County of Residence of First Listed Defendant _____
(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)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	FEDERAL TAX SUITS
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

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(d)(2)

Brief description of cause:

Breach of contract

VII. REQUESTED IN COMPLAINT:

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

DEMAND \$
5,000.00

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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

12/13/2017

s/ Steven D. Olson

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. When the petition for removal is granted, check this box.
 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

District of Oregon

LEIF HANSEN, on behalf of himself and all others
similarly situated,

Plaintiff(s)

v.

GOVERNMENT EMPLOYEES INSURANCE
COMPANY, a Maryland corporation,

Defendant(s)

Civil Action No. 3:17-cv-1986

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Government Employees Insurance Company, c/o CT Corporation System,
780 Commercial Street SE, Suite 100, Salem, OR 97301

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:

Steven D. Olson
Paul Conable
Tonkon Torp LLP
888 SW 5th Avenue, Suite 1600
Portland, OR 97204

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. 3:17-cv-1986

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:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Oregon Man Claims GEICO Refuses to Pay for Electronic Scans After Vehicle Repairs](#)
