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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ANDREW TASAKOS, on behalf of
himself, the general public, and those
similarly situated,

Plaintiff,

v.

AGA SERVICE COMPANY (d/b/a
ALLIANZ GLOBAL ASSISTANCE) and
JEFFERSON INSURANCE COMPANY,

Defendants.

CASE NO.

COMPLAINT—CLASS ACTION

JURY TRIAL DEMANDED

INTRODUCTION

1
2 1. Plaintiff Andrew Tasakos, by and through his counsel, brings this class action
3 against Defendants AGA Service Co. d/b/a Allianz Global Assistance (“AGA” or “Allianz”) and
4 Jefferson Insurance Company (“Jefferson”) (collectively, “Defendants”) to seek redress for
5 Defendants’ unlawful, unfair, and deceptive practices relating to their online marketing and sale
6 of insurance policies on the checkout pages of ticketing and travel websites.

7 2. This is a case about Defendants’ longstanding practice of charging consumers
8 with unlawful, and hidden, add-on fees. On major event and travel websites, including
9 ticketmaster.com and the websites of major airlines, Defendants purport to make a
10 straightforward offer to consumers: insurance for the event tickets and travel arrangements
11 consumers purchase on those websites. However, Defendants unfairly charge unsuspecting
12 consumers additional fees, *on top of the calculated premium*, without disclosing that they are
13 charging those fees. In places other than the checkout screens where the transactions occur,
14 Defendants try to justify those fees by representing that the fees are for a supposed assistance
15 service. That service purports to allow insureds to spend time on the telephone with AGA’s
16 customer service representatives to request information about various topics, such as directions,
17 weather, restaurants, hotels, new travel arrangements, and possibly medical needs. But
18 consumers are unaware of such service and they do not want to pay for it, and certainly not at the
19 price Defendants charge for it.

20 3. Under Washington law, Defendants must file their premium plans with the
21 insurance commissioner and cannot charge any rates or fees above their approved filings. In
22 addition, an insurance agent such as AGA is not permitted to collect a fee or compensation from
23 consumers in connection with the insurance unless, prior to the sale: (a) it provides written
24 disclosure of the compensation it receives from both the consumer and the insurer and (b) the
25 consumer provides written consent to the fees and commissions at issue.

26 4. Here, Defendants present an offer of insurance for a single price that,
27 unbeknownst to consumers, consists of both an insurance premium and a required fee for add-on

1 services. The bundled fee for assistance services was not filed with or approved by the insurance
2 commissioner. AGA does not provide written disclosure of its compensation to insureds and, of
3 course, insureds do not sign any such disclosures.

4 5. In sum, Defendants have devised a scheme to circumvent insurance laws, and the
5 assistance service is just a pretext to collect illegal fees at the expense of millions of consumers.

6 6. Plaintiff brings this action on behalf of himself, the general public, and similarly
7 situated individuals, seeking a judgment against Defendants that would, among other things:
8 (1) prohibit Defendants from charging mandatory and/or undisclosed fees (in addition to
9 premiums) for AGA’s role (whether purportedly for “assistance” services or otherwise) in
10 connection with the insurance purchases; (2) require Defendants to plainly and truthfully disclose
11 all premiums, fees, and charges to consumers prior to their online purchase of insurance and to
12 give consumers the option to accept or decline particular add-on fees; and (3) require Defendants
13 to pay damages to Plaintiff and class members.

14 **PARTIES**

15 7. Andrew Tasakos is, and at all times alleged herein was, an individual and a
16 resident of Shoreline, Washington.

17 8. Defendant AGA Services Co. d/b/a Allianz Global Assistance (“AGA”) is a
18 Virginia corporation headquartered in Richmond, Virginia. AGA maintains its principal place of
19 business at 9950 Mayland Drive, Richmond, VA 23233. AGA is an affiliate of Jefferson and
20 AGA is Jefferson’s appointed agent for insurance business transacted in or issued in Washington.
21 AGA has substantial contacts with and receives substantial benefits and income from
22 Washington and throughout the United States.

23 9. Defendant Jefferson Insurance Company is a New York corporation
24 headquartered in Richmond, Virginia. Jefferson maintains its principal place of business at 9950
25 Mayland Drive, Richmond, VA 23233. Jefferson underwrites some of the insurance policies at
26 issue in this lawsuit. Jefferson, directly and through its agents, has substantial contacts with and
27 receives substantial benefits and income from Washington and throughout the United States.

1 10. AGA and Jefferson are referred to collectively herein as “Defendants.”

2 11. With respect to the allegations herein, AGA acted as the agent of Jefferson and, in
3 doing the things herein alleged, was acting within the scope and course of its authority as such
4 agent.

5 12. With respect to the allegations herein concerning policies underwritten by
6 Jefferson: (a) the acts and omissions of each of AGA and Jefferson concurred and contributed to
7 the various acts and omissions of each other in proximately causing the injuries and damages as
8 herein alleged; (b) AGA and Jefferson each aided and abetted the acts and omissions of each
9 other in proximately causing the damages, and other injuries, as herein alleged; (c) AGA and
10 Jefferson each ratified each and every act or omission complained of herein; and (d) AGA and
11 Jefferson were each a member of, and engaged in, a joint venture, partnership and common
12 enterprise, and acting within the course and scope of, and in pursuance of, said joint venture,
13 partnership and common enterprise.

14 13. Jefferson is jointly and/or vicariously liable for Allianz’s wrongful conduct in
15 connection with the marketing and sale of Jefferson policies.

16 **JURISDICTION AND VENUE**

17 14. This Court has subject matter jurisdiction over this action pursuant to the Class
18 Action Fairness Act, 28 U.S.C. Section 1332(d)(2)(A) because: (i) there are 100 or more class
19 members, and (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive
20 of interest and costs.

21 15. This Court has supplemental jurisdiction over any state law claims pursuant to 28
22 U.S.C. Section 1367.

23 16. The injuries, damages and/or harm upon which this action is based, occurred or
24 arose out of activities engaged in by Defendants within, affecting, and emanating from, the State
25 of Washington. Defendants regularly conduct and/or solicit business in, engage in other
26 persistent courses of conduct in, and/or derive substantial revenue from services provided to
27 persons in the State of Washington. Defendants have engaged, and continue to engage, in

1 substantial and continuous business practices in the State of Washington. Defendants' wrongful
2 acts and omissions occurred in Washington.

3 17. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a
4 substantial part of the events or omissions giving rise to the claims occurred in the State of
5 Washington, including within this District.

6 18. Plaintiff accordingly alleges that jurisdiction and venue are proper in this Court.

7 **DETAILED SUBSTANTIVE ALLEGATIONS**

8 19. For the protection of consumers, insurance is a highly regulated service in every
9 state, including Washington. Washington requires insurers and their agents to obtain approval for
10 insurance rates prior to offering those policies and rates to consumers, and to clearly identify the
11 approved insurance premium (inclusive of all fees and charges required for the procurement of
12 the insurance) to consumers. *See* RCW 48.19.040, 48.18.180.

13 20. There are also strict requirements if an insurance producer wishes to charge a fee
14 for its services. An insurance agent (or producer) such as AGA is not permitted to collect a fee or
15 compensation from consumers unless (a) it provides written disclosure of the compensation it
16 receives from both the consumer and the insurer and (b) the consumer provides written consent
17 to the fees and commissions at issue. *See* RCW 48.17.270. Insurance producers cannot charge
18 fees in connection with the procurement of insurance, above what they earn in regular
19 commissions, without having advised the prospective insured, in writing, the amount they will be
20 charged. *See* WAC 284-30-750. Accordingly, producers must identify any fees they charge
21 separately from the premium and in sufficient detail for consumers to understand the fees and for
22 there to be a determination that the fees are in compliance with the insurance laws and
23 regulations.

24 21. The Washington legislature has declared that it is unfair and against the public
25 interest to violate Washington insurance laws and regulations, and provided that such violations
26 are actionable under Washington's Consumer Protection Act. *See* RCW 19.86.170, 48.01.030,
27 48.30.010; WAC 284-30-750.

1 22. Reasonable consumers expect that insurers and their agents comply with all laws
2 and regulations, that insurance premiums will be clearly identified prior to purchase, and that any
3 separate, additional, producer, or non-insurance service or fee will also be clearly identified prior
4 to any agreement to pay for such fee. Reasonable consumers who are quoted a single price for
5 insurance reasonably assume that price is a lawful and approved premium and not a vehicle for
6 hidden fees added to the insurance premium. In any event, Washington law prohibits Defendants
7 from imposing hidden and/or mandatory add-on fees in their insurance offers to consumers.

8 23. AGA markets and sells the trip insurance policies and event ticket insurance
9 policies at issue. AGA is responsible for obtaining approval of the Jefferson policies and rates at
10 issue. AGA is responsible for charging and collecting the premiums and fees at issue. AGA
11 purports to provide a supposed “assistance service” for which it deceptively, unfairly, and
12 unlawfully charges consumers, and has been unjustly enriched by those unlawful, unfair, and
13 undisclosed fees.

14 **I. Defendants Charge Unsuspecting Consumers for Supposed**
15 **“Non-Insurance Assistance Services” in Conjunction with Trip Insurance**

16 24. When purchasing airfare and similar travel fares or accommodations from online
17 websites or mobile apps, consumers are often presented with the option to insure their purchase.
18 Defendants are the largest providers of trip/travel insurance in Washington and the United States.

19 25. When Defendants present an insurance offer, it is the only available option.
20 Recent examples of offers made by Defendants on the websites of Alaska Airlines and American
21 Airlines are below:

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Add travel insurance (highly recommended)

Protect your \$437.21 trip to Portland.

Highly Recommended

YES Add protection for \$27.33 total.

- **Compensation**
Up to 100% reimbursement for covered trip cancellation and interruption
- **Peace of mind**
Insurance for covered travel delay expenses and lost, stolen or damaged baggage
- **Help when you need it**
24/7 assistance in the event of a travel or medical emergency
- **COVID-19**
Provides reimbursement for certain expenses if you or a travel companion gets sick with COVID-19 (see links below)

NO No, thank you. I understand my \$437.21 trip will not be protected.

Read what another Alaska guest had to say about travel insurance:

"With the uncertainty of COVID-19, I think flight insurance is wise." — Olivia M., Rosalia, WA, Sept 2021

39,112 guests protected their trip in the last 7 days

[COVID: More about coverage, limitations, & exclusions](#)
Recommended/offered/sold by Allianz Global Assistance. Underwriter: Jefferson Insurance Company or BCS Insurance Company. Plan incl. insurance & assistance services. Terms & exclusions (incl. for pre-existing conditions) apply. [Plan & Pricing details, disclosures](#)

Trip Insurance

32,950 American Airlines customers protected their trip in the last 7 days



(• Required)

Add Trip Insurance? •

- Yes, protect my trip for a total of \$22.75. ✓ Recommended**
Provides up to 100% reimbursement for covered trip cancellation. Also includes benefits for trip interruption, travel delay, baggage protection, and 24/7 assistance.
- No, I choose not to protect my \$143.10 purchase. I understand by declining coverage I may be responsible for cancellation fees and expenses.

Review Period: If you're not completely satisfied, you have 10 days (or more, depending on your state of residence) to request a refund, provided you haven't started your trip or initiated a claim. Plans are non-refundable after this period.

IMPORTANT COVERAGE LIMITATIONS: COVID-19

Recommended, offered and sold by a third party, Allianz Global Assistance, not American Airlines. Underwritten by Jefferson Insurance Company or BCS Insurance Company. Terms and exclusions (incl. for pre-existing conditions) apply. [Plan details and disclosures](#)

26. As indicated above, a single total price is identified for the “insurance” or “protection” prior to purchase. The consumer may “add Trip Insurance” or “protect” the trip for that specific price.

1 27. Defendants do not always include a reference to any assistance service or
2 benefits, but when they do include a reference, it is briefly mentioned as one of the benefits of
3 the “insurance” and is typically characterized as related to a “travel or medical emergency.”
4 Within these point-of-sale offers, Defendants do not identify assistance benefits as separate, non-
5 insurance services and Defendants do not indicate that the assistance services come with an
6 additional charge, separate from the premium.

7 28. The hyperlink within the offer to “plan details and disclosures” does not provide
8 sufficient notice to consumers that they are being charged for supposed non-insurance services
9 on top of the calculated premium for the insurance product. First, there is no statement within the
10 offer that the price includes a fee for non-insurance services. Second, the hyperlink is in fine
11 print and follows the sentence “Terms and exclusions (incl. for pre-existing conditions) apply.”
12 That suggests that the plan details accessible by hyperlink concern the insurance terms, not that
13 there is a separate fee for a supposed non-insurance service. Third, even if a consumer follows
14 the hyperlink, the landing page has a table at the top of the page, which includes a prominent list
15 of benefits (such as “Trip Cancellation Coverage,” “Trip Interruption Coverage,” “Travel Delay
16 Coverage,” and “Baggage Loss Coverage”), and the benefit entitled “24 Hour Assistance” is
17 identified as “Included,” without any indication that there is a separate charge for that benefit.
18 This table provides no notice to a reasonable consumer that he or she will be charged both an
19 insurance premium *and a mandatory additional fee*, supposedly for assistance services

20 29. After purchasing the trip insurance, the customer is sent a confirmation email that
21 contains the policy number and the total cost of the insurance. The email confirmation includes a
22 hyperlink to the “policy documents.” The vast majority of insureds never follow the link to the
23 policy documents. The policy documents also include a cover letter, which, for the first time,
24 identifies a separate charge for “assistance.” Summaries of the types of information insureds may
25 request through Defendants’ assistance service appear in the policy documents under the
26 headings “Travel Services During Your Trip” and “Concierge Services,” the vast majority of
27 which are inapplicable to or not valued by purchasers of the policies. These services entitle

1 insureds to call a toll-free number to speak with customer service representatives to obtain
2 various types of information, including where to refill prescriptions, where to find child care
3 equipment, referrals to pet care services, destination information (including information
4 concerning nearby restaurants, hotels, events, and activities), information regarding business
5 services, information regarding gift deliveries, information related to replacing passports,
6 information regarding doctors and medical facilities, legal referrals, and finding translation
7 services. To access such informational assistance services, insureds must supply their policy
8 number and other information.

9 30. There is no significant demand in the market for the assistance benefits
10 purportedly offered by AGA, in the form in which they are offered and separate from actual
11 claim events. This is especially true of domestic travel. Reasonable consumers who purchase
12 domestic travel tickets or reservations online are not interested in paying AGA so that they have
13 the option to call AGA for information encompassed within AGA's travel assistance services.
14 Consumers who purchase airfare online and through mobile applications can readily find the
15 information encompassed within AGA's assistance services for *free*, and on demand, using the
16 internet and widely available applications (such as from Google, Apple, Yelp, and many other
17 service providers), or from more local or personalized sources than AGA can offer. Reasonable
18 consumers are not interested in paying money to have the option to call AGA's toll-free hotline,
19 after first searching for their insurance policy number and other information regarding their
20 event, then spending several (and likely many) minutes on hold and/or speaking to multiple
21 service representatives, having customer service agents note their inquiries, conduct searches
22 related to those inquiries, and then eventually (hours or days later) email or call the insureds back
23 with some of the requested information. That is an inefficient, slow, and belabored process for
24 obtaining information, especially as compared to the widely available means of obtaining such
25 information promptly and for free. Given that reality, and given that Defendants make no
26 mention of any separate charges for such services at the time they present their insurance offers
27 to consumers, consumers have no reason to suspect they are being charged for AGA's non-

1 insurance assistance service at the time they insure their travel purchases. Consumers would not
2 pay for such a service if given the choice whether to do so.

3 31. In any event, the vast majority of insureds are not aware of the availability of
4 those services or that they have been charged for them.

5 32. Neither the insurance offer nor any other portion of the checkout pages where
6 online travel purchases are completed disclose: (a) a specific breakdown of the components of
7 the price for the insurance; (b) the existence and amount of the fee for supposed non-insurance
8 assistance benefits; (c) any material facts about the nature of such “assistance” services or why
9 the assistance fee was included; (d) how much compensation AGA would receive from Jefferson
10 for the transaction and how much compensation it would receive for the mandatory assistance
11 fee it bundled into the transaction; or (e) that the price included an unlawful agent’s fee and/or
12 unlawful amount of premium. Defendants never seek or obtain a consumer’s informed consent to
13 the specific assistance fee charged, and consumers have no ability to obtain the travel insurance
14 while declining the embedded assistance fee.

15 33. AGA does post (on its website) pricings sheets for its supposed non-insurance
16 assistance service, but (a) those pricing sheets are difficult to find (requiring access through
17 multiple hyperlinks), (b) reasonable consumers do not actually find and visit those webpages
18 prior to purchasing the insurance on other websites, and (c) the pricing factors set forth in those
19 documents belie AGA’s characterization of the fees as merely for non-insurance assistance
20 services. Defendants AGA and Jefferson represent on pricing sheets that fees for assistance
21 services for travel depend on the cost of the trip and the age of the insured. But those factors are
22 also used to calculate premiums, and those factors bear no reasonable relation to the cost of the
23 supposed assistance services, which should not vary dramatically in price depending on the trip
24 cost and the age of the insured.

25 34. If AGA were genuinely attempting to market an informational assistance service,
26 it would likely offer it for free (using advertisements to cover costs) or it would charge a flat,
27 attractive fee and highlight some competitive edge over the alternative sources of information

1 available to consumers. Instead, AGA *hides* its agency fee and the assistance service from
2 consumers at the point of purchase, uses a formula that *increases* the fee according the purchase
3 and risk at issue, and does not actually invest in providing a convenient informational assistance
4 service. To minimize attention to the additional fees it charges, AGA sends contradictory
5 messages to two different audiences: (a) suggesting to consumers (during the solicitation) that
6 there is just a single insurance premium (to keep them ignorant of the additional charge), while
7 (b) suggesting to regulators that the fee for assistance services is distinct from the insurance
8 premium (to present a lower premium figure and to try to avoid further scrutiny of the “non-
9 insurance” fee).

10 35. Regardless of how Defendants’ “assistance” fees are ultimately characterized—
11 whether as an artifice to collect an unlawful agent’s fee or as genuinely for non-insurance
12 services (that hardly anyone would pay for if given the choice)—the result is the same:
13 Defendants collect more from consumers than they should. Defendants did not receive approval
14 from the Washington insurance commissioner to charge these mandatory, hidden fees on top of
15 the premium. If Defendants followed the laws and regulations, they would not be charging such
16 fees. And if Defendants disclosed the fees to consumers prior to purchase, consumers would not
17 pay for the fees. Defendants are continuing to charge and collect sums that they are not allowed
18 to collect by law and which are more than consumers would pay if they understood Defendants’
19 practices.

20 36. In sum, Defendants’ practice of charging consumers for supposed “assistance” in
21 connection with trip insurance is deceptive, unfair, and unlawful.

22 **II. Defendants Charge Unsuspecting Consumers for Supposed “Non-Insurance**
23 **Assistance Services” in Conjunction with Event Ticket Insurance**

24 37. When purchasing tickets to events from online websites or mobile apps,
25 consumers are often presented with the option to insure their purchase. Defendants are the
26 dominant providers of event ticket insurance in Washington and the United States, and the main
27 (if not only) provider of such insurance on the Ticketmaster.com website.

1 38. As shown in the example below, when consumers purchase event tickets on
 2 Ticketmaster.com and similar websites, Defendants present consumers with an offer of insurance
 3 during the checkout process. When such an offer is presented to a consumer, Defendants' offer is
 4 the only available option for protecting the event ticket purchases.

The screenshot shows the Ticketmaster checkout interface. At the top, the Ticketmaster logo is on the left, 'Checkout' is in the center, and 'Time Remaining 07:20' is on the right. The main content is divided into two columns. The left column is titled 'Ticket Insurance' with a green checkmark icon. Below the title, it states: 'Get reimbursed up to 100% with Event Ticket Insurance for an additional \$9.00 per ticket.' A paragraph of fine print follows, explaining that the insurance covers reimbursement for various reasons like illness or travel delays. Below this, there are two radio button options: 'YES, Protect my Ticket Purchase to Jacqueline Novak at Erickson Theatre Off Broadway on 04-Nov-20 (Highly Recommended)' which is selected, and 'No, do not protect my Jacqueline Novak ticket purchase.' At the bottom of this section, it says '9,196 people protected their tickets in the last 7 days'. The right column shows the 'Total' as '\$39.50' with a dropdown arrow. Below that, it says 'All Sales Final - No Refunds' and 'By continuing past this page and clicking "Place Order", you agree to our Terms of Use.' A large green 'Place Order' button is prominent. Below the button is a preview of the event: a blue square with a purple dot and the word 'STAGE' in a black box. At the bottom of the preview, it says 'Jacqueline Novak: Get on Your Knees' and 'Tue • Nov 3 • 8:00 PM'.

18 39. The offer is plainly described as “Ticket Insurance” and “Event Ticket Insurance
 19 for an additional \$[amount] per ticket.” Accordingly, reasonable consumers understand the
 20 insurance premium to equal the quoted price (here, \$9). Unbeknownst to the consumer, the \$9
 21 price quoted above consists of “\$7.53 for insurance and \$1.47 for assistance.” The “assistance”
 22 service is essentially a toll-free line to customer service representatives. The “Ticket Insurance”
 23 offer never mentions any agent’s fee or any charge (in addition to any calculated insurance
 24 premium) for a supposed non-insurance assistance service. Typically, a consumer will purchase
 25 the insurance without ever realizing that he or she paid AGA for access to a toll-free customer
 26 service line.

1 40. The “Ticket Insurance” offer includes a hyperlink for “Plan details and
2 disclosures,” but it does not provide sufficient notice to consumers that they are being charged
3 for supposed non-insurance services on top of the premium for the insurance product. First, there
4 is no statement within the offer that the price includes a fee for non-insurance services. Second,
5 the hyperlink is in fine print and follows the sentence “Terms and exclusions (incl. for pre-
6 existing conditions) apply.” That suggests that the plan details accessible by hyperlink concern
7 the insurance terms, not that there is a separate fee for a supposed non-insurance service. Third,
8 even if a consumer follows the hyperlink, the landing page includes a prominent list of three
9 benefits in a table at the top of the page: (1) “Ticket Cancellation Coverage,” for “Up to event
10 ticket cost” (subject to a maximum); (2) “Viewer Advantage,” characterized as “Included;” and
11 (3) “Pre-existing Medical Condition Exclusion Waiver,” described as “Available.” This table
12 again provides no notice to a reasonable consumer that he or she will be charged both an
13 insurance premium *and a mandatory additional fee*, supposedly for assistance services.

14 41. After purchasing the event ticket insurance, the customer is sent a confirmation
15 email containing the policy number and total cost of the insurance. The email confirmation
16 includes a hyperlink to the “policy documents.” The vast majority of insureds never follow the
17 link to the policy documents. The policy documents also include a cover letter, which, for the
18 first time, identifies a separate charge for “assistance” services, which AGA and Jefferson call
19 “Viewer Advantage Services” in their event ticket insurance policy documents. These
20 “assistance” or “Viewer Advantage Services” entitle insureds to call a toll-free number to speak
21 with customer service representatives to obtain various types of information, including
22 directions, information concerning nearby restaurants, hotels, and parking garages, weather
23 forecasts, destination information, information related to replacing passports, and information
24 regarding doctors and medical facilities. To access such informational assistance services,
25 insureds must supply their policy number and other information about the insured event (such as
26 the venue and date).

27

1 42. There is no significant demand in the market for the assistance benefits
2 purportedly offered by AGA, in the form in which they are offered. Reasonable consumers who
3 insure their event ticket purchases are not interested in paying AGA so that they have the option
4 to call AGA for information encompassed within AGA’s “Viewer Advantage Services.”
5 Consumers who purchase event tickets online and through mobile applications can readily and
6 promptly find the information encompassed within AGA’s “Viewer Advantage Services” for
7 *free*, and on demand, using the internet and widely available applications (such as from Google,
8 Apple, Yelp, and many other service providers). Reasonable consumers are not interested in
9 paying money to have the option to call AGA’s toll-free hotline, after first searching for their
10 insurance policy number and other information regarding their event, then spending several (and
11 likely many) minutes on hold and/or speaking to multiple service representatives, having
12 customer service agents note their inquiries, conduct searches related to those inquiries, and then
13 eventually (hours or days later) email or call the insureds back with some of the requested
14 information. That is an inefficient, slow, and belabored process for obtaining information,
15 especially as compared to the widely available means of obtaining such information promptly
16 and for free. Given that reality, and given that Defendants make no mention of any separate
17 charges for such services at the time they present their insurance offers to consumers, consumers
18 have no reason to suspect they are being charged for AGA’s non-insurance assistance service at
19 the time they insure their event ticket purchases. Consumers would not pay for such a service if
20 given the choice whether to do so.

21 43. Neither the insurance offer nor any other portion of the checkout pages where
22 event ticket purchases are completed disclose: (a) a specific breakdown of the components of the
23 price for the insurance; (b) the existence and amount of the fee for supposed non-insurance
24 assistance benefits; (c) any material facts about the nature of such “assistance” services or why
25 the assistance fee was included; (d) how much compensation AGA would receive from Jefferson
26 for the transaction and how much compensation it would receive for the mandatory assistance
27 fee it bundled into the transaction; or (e) that the price included an unlawful agent’s fee and/or

1 unlawful amount of premium. Defendants never seek or obtain a consumer’s informed consent to
2 the specific assistance fee charged, and consumers have no ability to obtain the event ticket
3 insurance while declining the embedded assistance fee.

4 44. AGA does post (on its website) pricings sheets for its supposed non-insurance
5 assistance service, but (a) those pricing sheets are difficult to find (requiring access through
6 multiple hyperlinks), (b) reasonable consumers do not actually find and visit those webpages
7 prior to purchasing the insurance on other websites, and (c) the pricing factors set forth in those
8 documents undermine AGA’s characterization of the fees as merely for non-insurance assistance
9 services. Defendants represent on the pricing sheets that fees for assistance services in
10 connection with events depend on the cost of the event tickets and the booking window (the time
11 between the purchase and the event date). But those factors are also used to calculate premiums,
12 and those factors bear no reasonable relation to the cost of the information service, which should
13 not vary in price depending on the cost of the event or on the consumer’s booking window.

14 45. If AGA were genuinely attempting to market an informational assistance service,
15 it would likely offer it for free (using advertisements to cover costs) or it would charge a flat, low
16 fee and highlight some competitive edge over the alternative free sources of information
17 available to consumers. Instead, AGA *hides* its agency fee and the assistance service from
18 consumers at the point of purchase, uses a formula that *increases* the fee according to the
19 purchase and risk at issue, and does not actually invest in providing a convenient informational
20 assistance service. To minimize attention to the additional fees it charges, AGA sends
21 contradictory messages to two different audiences: (a) suggesting to consumers (during the
22 solicitation) that there is just a single insurance premium (to keep them ignorant of the additional
23 charge), while (b) suggesting to regulators that the fee for assistance services is distinct from the
24 insurance premium (to present a lower premium figure and to try to avoid further scrutiny of the
25 “non-insurance” fee).

26 46. Regardless of how Defendants’ “assistance” fees are ultimately characterized—
27 whether as an artifice to collect an unlawful agent’s fee or as genuinely for non-insurance

1 services (that hardly anyone would pay for if given the choice)—the result is the same:
2 Defendants collect more from consumers than they should. Defendants did not receive approval
3 from the Washington insurance commissioner to charge these mandatory, hidden fees on top of
4 the premium. If Defendants followed the laws and regulations, they would not be charging such
5 fees. And if Defendants disclosed the fees to consumers prior to purchase, consumers would not
6 pay for the fees. Defendants are continuing to charge and collect sums that they are not allowed
7 to collect by law and which are more than consumers would pay if they understood Defendants’
8 practices.

9 47. In sum, Defendants’ practice of charging consumers for supposed “assistance” in
10 connection with event ticket insurance is deceptive, unfair, and unlawful.

11 **III. Plaintiff’s Experience**

12 48. On or about April 4, 2019, Plaintiff visited the website of Alaska Airlines
13 (www.alaskaair.com) to purchase roundtrip flight tickets. The cost of that fare was \$114.50.

14 49. After selecting his flight, he reached a checkout screen where he was presented
15 with an offer to purchase insurance for the trip. In particular, AGA “recommended” that Plaintiff
16 purchase “protection” for his trip for a single price of \$21.00. Plaintiff was required to either
17 accept or decline the insurance offer in order to proceed with his purchase of flight tickets. The
18 offer was presented in a manner similar to the example set forth in paragraph 25 herein, although
19 there were no references to COVID-19 at the time of his purchase and, on information and belief,
20 the fine print hyperlink did not include the word “pricing.” AGA designed, controlled, and
21 possesses the exact offer text presented to Plaintiff.

22 50. AGA and Jefferson’s offer was the only insurance option presented to Plaintiff.
23 There was no choice of plans or insurers during the checkout process. A single price of \$21 was
24 stated as the price of the insurance. There was no indication that any other fee other than an
25 insurance premium was included in that price. In particular, the insurance offer did not indicate
26 that Plaintiff would automatically be charged a separate fee for “assistance services” on top of
27 the regulated insurance premium, and there was no indication that any emergency assistance that

1 may have been included with the insurance benefits was an add-on service subject to a separate
2 charge. In any event, there was no option to purchase the trip insurance without paying the
3 additional assistance fee.

4 51. At the time he accepted the offer of insurance, Plaintiff did not know that the total
5 amount he was charged for the insurance included both an insurance premium and a mandatory
6 fee that Defendants contend was for assistance services but that was, in effect, an unlawful
7 agent's fee or unauthorized premium. At a minimum, it was an unfair charge and Defendants
8 have no justification for bundling it with the premiums in the way they did.

9 52. On or about April 4, 2019, AGA sent Plaintiff a confirmation email regarding his
10 purchase of trip insurance. The email receipt identified the amount paid for his "Trip Protector"
11 policy as \$21.00. It did not identify either the insurance premium or the cost of any purported
12 assistance benefits in the body of the email. The email confirmation included a hyperlink to his
13 "policy document."

14 53. The policy documents reached by way of that link include a cover letter (thanking
15 Plaintiff for his purchase of "Allianz Travel Insurance"), a "Letter of Confirmation," an
16 "Individual Travel Insurance Policy" underwritten by Jefferson, and the privacy policy of AGA
17 and Jefferson. These documents identify certain assistance benefits as included with Plaintiff's
18 purchase but do not disclose that Defendants charged Plaintiff a separate fee for those assistance
19 services, on top of the insurance premium. The policy documents identified the total cost of the
20 insurance plan as \$21.00, without indicating that the total cost had two distinct components: an
21 insurance premium and an extra fee for assistance services. The documents do not disclose that
22 the insurance premium Defendants were authorized to charge for the insurance was less than
23 \$21.00 and thus that they were not legally allowed to charge \$21.00 for the travel insurance they
24 sold to Plaintiff. Plaintiff had no reason to believe that the \$21 he paid included a hidden charge
25 for "assistance" services, on top of what Defendants were legally allowed to charge for their
26 insurance.

27

1 54. Defendants charged Plaintiff an unauthorized, unlawful, unfair, and undisclosed
2 amount for assistance services that can be determined through discovery, and that he would have
3 declined to pay for if given the choice.

4 55. Neither the insurance offer nor any other portion of the Alaska Airlines checkout
5 pages where the transaction was completed disclosed: (a) a specific breakdown of the
6 components of the price for the insurance; (b) the existence and amount of the fee for supposed
7 non-insurance assistance benefits; (c) any material facts about the nature of such “assistance”
8 services or why the assistance fee was included; (d) how much compensation AGA would
9 receive from Jefferson for the transaction and how much compensation it would receive for the
10 mandatory assistance fee it bundled into the transaction; or (e) that the price included an
11 unlawful agent’s fee and/or unlawful amount of premium. Defendants never sought or obtained
12 Plaintiff’s consent to the specific assistance fee charged, and Plaintiff had no ability to obtain the
13 travel insurance while declining the embedded assistance fee.

14 56. When accepting Defendants’ insurance offer, Plaintiff was not aware of the
15 existence of any assistance fee in addition to the insurance premium and was not aware of any of
16 the foregoing facts at the time he purchased the insurance. As a result of Defendants’ material
17 misrepresentations and omissions, and Defendants’ unlawful and unfair practices, Plaintiff
18 agreed to pay Defendants to insure his airfare purchase and believed that the amount he paid
19 AGA and Jefferson was for the travel insurance only and that the amount charged was
20 determined by a regulated, lawful process. Plaintiff was seeking only lawful and proper
21 insurance; he was not seeking “non-insurance” informational “assistance” services and would
22 not have paid the price charged for such services by Defendants if given the choice. He was not
23 aware of and did not agree to pay for any additional or unlawful agent’s fee or any additional
24 “assistance” service that Defendants purport to offer to their insureds.

25 57. Plaintiff would have paid less than he did if Defendants had complied with
26 Washington law and charged him only an approved premium, rather than unfairly, unlawfully,
27

1 and deceptively including an undisclosed, additional fee in the cost of the insurance. Plaintiff
2 would have declined the fee for Defendants' supposed "assistance" service if given the choice.

3 **IV. Because Defendants Intend to Continue Their Unfair Conduct,**
4 **an Injunction Is Needed to Protect the Public from Future Harm.**

5 58. An injunction is necessary to stop Defendants from violating Washington law and
6 from continuing their unfair and unlawful conduct in charging add-on fees for travel insurance
7 and event ticket insurance. Defendants should be prohibited from charging supposedly separate
8 fees for "assistance" services as a mandatory fee in connection with the sale of insurance policies
9 and from charging fees and/or premiums that have not been approved in Washington. Among
10 other things, Defendants should be required to plainly and truthfully disclose, within their offers
11 of travel insurance and event ticket insurance: (a) the specific, authorized premiums and all
12 distinct fees and charges to consumers, including the existence and amount of the fee for
13 supposed non-insurance assistance benefits; (b) material facts about the nature of such
14 "assistance" services; and (c) how much compensation AGA would receive from Jefferson for
15 the transaction and how much compensation it would receive for the mandatory assistance fee.
16 Consumers must be given the option to accept or decline the assistance fee or any other add-on
17 fee, and must give informed consent to any such fee before they are charged.

18 59. Plaintiff will make online travel purchases (including airfare) and event ticket
19 purchases in the future and will be presented with the option to insure those purchases through
20 Defendants. Plaintiff generally desires to insure such purchases but, absent the injunctive relief
21 sought, he will be forced either to pay an unlawful/unfair fee or to forgo the insurance he desires.
22 Moreover, Plaintiff will not be able to determine whether he will be charged a hidden fee or an
23 unlawful mandatory agent's fee, or in what amount. Plaintiff is unable, and will continue to be
24 unable, to rely on Defendants' representations regarding the price of their insurance products,
25 unless the injunctive relief requested in this Complaint is awarded. That present and continuing
26 uncertainty is an ongoing harm to him as a consumer.

1 law and fact predominate over individual questions, as proof of a common or single set of facts
2 will establish the right of each member of the Class to recover. The questions of law and fact
3 common to the Class include, but are not limited to, the following:

- 4 a. whether Defendants had a common, automated practice of charging consumers
5 mandatory assistance fees on top of insurance premiums for travel insurance and
6 event ticket insurance, without an option to decline or avoid those fees;
- 7 b. whether Defendants had a common, automated practice of charging consumers
8 mandatory assistance fees on top of insurance premiums for travel insurance and
9 event ticket insurance, without disclosing the amount, nature, and bases of those
10 fees;
- 11 c. whether Defendants' conduct is *per se* unlawful, unfair, or deceptive in violation
12 of the Washington Consumer Protection Act;
- 13 d. whether Defendants' conduct is otherwise unlawful, unfair, or deceptive in
14 violation of the Washington Consumer Protection Act;
- 15 e. whether Defendants' conduct violates their duty of good faith and fair dealing;
- 16 f. whether the fees Defendants' charged for their supposed assistance services
17 constitute unlawful agent's fees in violation of RCW 48.17.270 and/or WAC 284-
18 30-750;
- 19 g. whether the fees Defendants' charged for their supposed assistance services
20 constitute unlawful premium in violation of RCW 48.19.040 and/or 48.18.180;
- 21 h. whether Defendants have engaged, and continue to engage, in unfair practices by
22 circumventing regulatory scrutiny and charging unlawful and excessive agent fees
23 and/or premium charges, and thus charging consumers more than they are legally
24 allowed to charge;
- 25 i. whether Defendants have engaged, and continue to engage, in unfair or fraudulent
26 practices by failing to disclose that the amounts charged to Plaintiff and class
27

1 members included mandatory assistance fees and by misrepresenting in insurance
2 offers that the prices charged were solely for the insurance premium;

3 j. whether Defendants knew or should have known that reasonable consumers did
4 not value the assistance services offered by AGA;

5 k. whether Defendants knew or should have known that reasonable consumers
6 interpreted Defendants' insurance offers as a single premium and were unaware
7 of any additional fee for AGA;

8 l. whether Defendants knowingly engaged in the alleged conduct;

9 m. the total amount of profits and revenues earned by Defendants and/or the total
10 amount of monies or other obligations lost by class members as a result of the
11 misconduct;

12 n. whether class members are entitled to payment of damages, plus interest thereon;

13 o. whether class members are entitled to payment of treble, exemplary and/or
14 statutory damages plus interest thereon; and

15 p. whether class members are entitled to injunctive and other equitable relief and, if
16 so, what is the nature (and amount) of such relief.

17 67. Typicality: Plaintiff's claims are typical of the claims of other members of the
18 Class because, among other things, all such claims arise out of the same wrongful course of
19 conduct in which the Defendants engaged in violation of law as described herein. Further, the
20 damages of each member of the Class were caused directly by Defendants' wrongful conduct in
21 violation of the law as alleged herein. Plaintiff and members of the Class have suffered injury in
22 fact as a result of Defendants' misleading, deceptive, unfair, and unlawful conduct. Plaintiff and
23 members of the Class would not have paid the assistance fees but for Defendants' misconduct.

24 68. Adequacy of Representation: Plaintiff will fairly and adequately protect the
25 interests of all class members because it is in their best interests to prosecute the claims alleged
26 herein to obtain full compensation due to them for the unfair and illegal conduct of which they
27 complain. Plaintiff also has no interests that are in conflict with, or antagonistic to, the interests

1 of class members. Plaintiff has retained highly competent and experienced class action attorneys
2 to represent their interests and that of the Class. By prevailing on his own claims, Plaintiff will
3 establish Defendants' liability to all class members. Plaintiff and his counsel have the necessary
4 financial resources to adequately and vigorously litigate this class action, and Plaintiff and
5 counsel are aware of their fiduciary responsibilities to the class members and are determined to
6 diligently discharge those duties by vigorously seeking the maximum possible recovery for class
7 members.

8 69. Superiority: There is no plain, speedy, or adequate remedy other than by
9 maintenance of this class action. The prosecution of individual remedies by members of the
10 Class will tend to establish inconsistent standards of conduct for Defendants and result in the
11 impairment of class members' rights and the disposition of their interests through actions to
12 which they were not parties. Class action treatment will permit a large number of similarly
13 situated persons to prosecute their common claims in a single forum simultaneously, efficiently,
14 and without the unnecessary duplication of effort and expense that numerous individual actions
15 would engender. Furthermore, as the damages suffered by each individual member of the class
16 may be relatively small, the expenses and burden of individual litigation would make it difficult
17 or impossible for individual members of the class to redress the wrongs done to them, while an
18 important public interest will be served by addressing the matter as a class action.

19 70. Plaintiff is unaware of any difficulties that are likely to be encountered in the
20 management of this action that would preclude its maintenance as a class action.

21 **CAUSES OF ACTION**

22 **PLAINTIFF'S FIRST CAUSE OF ACTION**

23 **(Violations of Washington's Consumer Protection Act ("CPA") (RCW 19.86.010 et seq.))**

24 71. Plaintiff realleges and incorporates by reference the paragraphs of this Class
25 Action Complaint as if set forth herein.
26
27

1 72. For more than four years preceding the filing of this lawsuit, and at all times
2 mentioned herein, Defendants have engaged, and continue to engage, in unlawful, unfair, and
3 deceptive trade practices in Washington as outlined in this Complaint.

4 73. Among other things, Defendants: (a) do not clearly distinguish assistance fees
5 from the insurance premiums in their insurance offers; (b) do not identify, within their offers, the
6 amount of the assistance fee and the nature of the assistance services offered; (c) do not provide
7 consumers the option to accept or decline the assistance fee; (d) do not provide consumers with
8 full disclosure of AGA's compensation arrangements for the insurance transaction; (e) do not
9 obtain written consent from insureds, after full disclosure of all relevant facts, to charge fees in
10 excess of the premium and beyond what AGA is paid in regular commission from the sale of the
11 insurance; (f) charge consumers total amounts for Defendants' insurance plans above what
12 Defendants are legally entitled to charge (as Defendants did not get approval to sell insurance for
13 the total prices they charge consumers); and (g) mislead consumers to believe that they are
14 paying only a lawful insurance premium that has not been increased (at Defendants' discretion)
15 with hidden add-on fees.

16 74. The misconduct alleged herein has been declared a per se unfair practice by
17 Washington statutes and regulations.

18 75. The misconduct alleged herein is unfair because it is contrary to the public
19 interest in reasonable, regulator-approved, transparent, affordable, and non-discriminatory
20 insurance rates, free from hidden, excessive, or otherwise unfair charges or fees.

21 76. Moreover, the misconduct alleged herein causes substantial injury to consumers
22 (requiring the payment of millions of dollars in fees, each year, that consumers would refuse to
23 pay if given the choice) that consumers cannot reasonably avoid, as they cannot decline the
24 assistance fees Defendants charge and are generally unaware of the fees. This substantial
25 cumulative harm to consumers is not outweighed by any countervailing benefits. There is no
26 benefit in forcing consumers to pay fees that they do not want to pay. If Defendants' assistance
27 service has any value and if there is any demand for it in the market, Defendants could easily

1 provide consumers the option to accept or decline the assistance fee in the same manner (with a
2 simple click) and the same location (the offer box presented on checkout screens) Defendants use
3 for their insurance offers. Defendants already have automated processes to immediately calculate
4 an insurance premium and assistance fee in connection with each offer and sale; there is no
5 utility in Defendants' refusal to simply state those prices separately and to provide consumers the
6 option to decline the assistance fee.

7 77. Defendants' acts and omissions have the capacity to and are likely to deceive a
8 substantial portion of the general public.

9 78. The misconduct alleged herein occurred, and continues to occur, in trade or
10 commerce, as it concerns the sale of insurance and the imposition of fees in consumer
11 transactions.

12 79. The misconduct alleged herein affects the public interest because the vast
13 majority of consumers who make travel purchases online are presented with Defendants offers
14 during the checkout process. Moreover, the Washington legislature has declared that the business
15 of insurance affects the public interest. See RCW 48.01.030.

16 80. As a direct and proximate result of Defendants' misconduct, Plaintiff and the
17 Class Members have suffered, and continue to suffer, injury in fact and have lost money and/or
18 property as a result of such unfair conduct in an amount which will be proven at trial, but which
19 is in excess of the jurisdictional minimum of this Court. Defendants' unfair conduct caused
20 Plaintiff and those similarly situated to pay money that they otherwise would not have paid. Had
21 Defendants dealt fairly and honestly with their insureds, including by clearly distinguishing the
22 assistance fee from the premium in the insurance offer, identifying the amount of the assistance
23 fee and the nature of the services, and providing consumers the option to accept or decline the
24 assistance fee, Plaintiff and those similarly situated would have declined and/or avoided the fee
25 for assistance services.

26 81. Plaintiff and those similarly situated relied to their detriment on Defendants'
27 unlawful, unfair, and fraudulent business practices. Had Plaintiff and those similarly situated

1 been adequately informed and not deceived by Defendants, they would not have paid the
2 assistance or agent fees charged by Defendants.

3 82. Defendants engaged in these unfair, deceptive, and unlawful practices to increase
4 their own profits at the expense of their insureds.

5 83. As a direct and proximate result of such actions, Plaintiff and the other class
6 members, have suffered and continue to suffer injury in fact and have lost money and/or property
7 as a result of such deceptive and/or unlawful trade practices and unfair competition in an amount
8 which will be proven at trial, but which is in excess of the jurisdictional minimum of this Court.
9 Among other things, Plaintiff and the class members lost the amounts they paid for the supposed
10 assistance services.

11 84. As a direct and proximate result of such actions, Defendants have enjoyed, and
12 continue to enjoy, significant financial gain in an amount which will be proven at trial, but which
13 is in excess of the jurisdictional minimum of this Court.

14 85. Plaintiff seeks, on behalf of himself and those similarly situated, a declaration that
15 the above-described trade practices are fraudulent, unfair, and/or unlawful; an award of damages;
16 an award of enhanced or treble damages; and the reasonable fees and costs incurred in
17 connection with these claims.

18 86. Plaintiff seeks, on behalf of himself and those similarly situated, an injunction to
19 prohibit Defendants from continuing to engage in the deceptive, unfair, and/or unlawful trade
20 practices complained of herein. Such misconduct by Defendants, unless and until enjoined and
21 restrained by order of this Court, will continue to cause injury in fact to the general public and
22 the loss of money and property in that Defendants will continue to violate the laws of
23 Washington, unless specifically ordered to comply with the same. This expectation of future
24 violations will require current and future consumers to repeatedly and continuously seek legal
25 redress in order to recover monies paid to Defendants to which they were not entitled. Plaintiff,
26 those similarly situated, and the general public, have no other adequate remedy at law to ensure
27 future compliance with the laws alleged to have been violated herein.

PLAINTIFF'S SECOND CAUSE OF ACTION
(Breach of the Duty of Good Faith)

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3 87. Plaintiff realleges and incorporates by reference the paragraphs of this Class
4 Action Complaint as if set forth herein.

5 88. The business of insurance is one affected by the public interest, requiring that all
6 persons be actuated by good faith, abstain from deception, and practice honesty and equity in all
7 insurance matters. Accordingly, Defendants had a broad duty to deal fairly and in good faith with
8 their insureds, including Plaintiff.

9 89. Defendants breached their duty to act fairly and in good faith by imposing fees on
10 Plaintiff above what Defendants were legally authorized to charge in premium, without giving
11 Plaintiff the option to decline the add-on fees and without giving Plaintiff sufficient information
12 about the amount of the assistance fee and the nature of the services at issue.

13 90. Instead, Defendants offered insurance for a single price and made misleading
14 representations and omissions in their offer that led Plaintiff to believe that he was being charged
15 a simple, lawful insurance premium, without hidden, unapproved fees being included.

16 91. Defendants knew or should have known that consumers, including Plaintiff,
17 would not pay Defendants' assistance fees if given the choice, and that consumers did not know
18 Defendants were charging those assistance fees.

19 92. Defendants deliberate refusal to identify the charge for their assistance service
20 also made it less likely that insureds would use the service for which they had been charged.

21 93. In doing the things alleged above, Defendants considered only their own interests
22 and profits, and they disregarded the interests of Plaintiff and their other insureds. Defendants'
23 conduct was unreasonable, frivolous, and/or unfounded.

24 94. As a direct and proximate result of such actions, Plaintiff and the Class Members
25 have suffered, and continue to suffer, injury in fact and have lost money and/or property as a
26 result of such unfair conduct in an amount which will be proven at trial, but which is in excess of
27 the jurisdictional minimum of this Court. Defendants' bad faith conduct caused Plaintiff and

1 those similarly situated to pay money that they otherwise would not have paid. Had Defendants
2 dealt fairly and honestly with their insureds, including by clearly distinguishing the assistance fee
3 from the premium in the insurance offer, identifying the amount of the assistance fee and the
4 nature of the services, and providing consumers the option to accept or decline the assistance fee,
5 Plaintiff and those similarly situated would have declined and/or avoided the fee for assistance
6 services.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, on behalf of himself, those similarly situated, and the general
9 public, respectfully requests that the Court enter judgment against Defendants as follows:

- 10 A. Certification of the proposed Class, including appointment of Plaintiff's counsel as
11 class counsel;
- 12 B. An order temporarily and permanently enjoining Defendants from continuing the
13 unlawful, deceptive, fraudulent, and unfair business practices alleged in this
14 Complaint;
- 15 C. An award of damages in favor of Plaintiff and class members, in an amount to be
16 determined at trial;
- 17 D. An award of enhanced or treble damages, also in an amount to be determined at trial;
- 18 E. An order requiring Defendants to pay both pre- and post-judgment interest on any
19 amounts awarded;
- 20 F. For reasonable attorney's fees and the costs of suit incurred; and
- 21 G. For such further relief as this Court may deem just and proper.
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JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury.

Dated: April 4, 2022

Respectfully submitted,

GUTRIDE SAFIER LLP

By: /s/Stephen M. Raab/

Stephen M. Raab, Esq., WSBA No. 53004
stephen@gutridesafier.com
(415) 639-9090 x109
113 Cherry Street, #55150, Seattle, WA 98140
305 Broadway, 7th Floor, New York, NY 10007

Attorneys for Plaintiff

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

ANDREW TASAKOS, on behalf of himself, the general public, and those 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) Gutride Safier LLP 113 Cherry Street, #55150, Seattle, WA 98140 Tel: 415-639-9090

DEFENDANTS

AGA SERVICE COMPANY (d/b/a ALLIANZ GLOBAL ASSISTANCE) and JEFFERSON INSURANCE COMPANY

County of Residence of First Listed Defendant Richmond, VA (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, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

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

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Contract, Labor, 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, 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 USC 1332. Brief description of cause: Violation of Washington Consumer Protection Act and violation of duty of good faith and fair dealing

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ >\$5M; injunction. CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE: Apr 4, 2022 SIGNATURE OF ATTORNEY OF RECORD: s/Stephen M. Raab

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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

UNITED STATES DISTRICT COURT

for the

Western District of Washington

ANDREW TASAKOS, on behalf of himself, the
general public, and those similarly situated,

Plaintiff(s)

v.

AGA SERVICE COMPANY (d/b/a ALLIANZ
GLOBAL ASSISTANCE) and JEFFERSON
INSURANCE COMPANY,

Defendant(s)

Civil Action No. 2:22-cv-00433

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

AGA SERVICE COMPANY (d/b/a ALLIANZ GLOBAL ASSISTANCE)
CORPORATION SERVICE COMPANY
300 Deschutes Way SW, Ste 208 MC-CSC1, Tumwater, WA 98501

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:

Stephen M. Raab, Esq., WSBA No. 53004
stephen@gutridesafier.com; (415) 639-9090 x109
113 Cherry Street, #55150, Seattle, WA 98140
305 Broadway, 7th Floor, New York, NY 10007

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 \$ _____ .

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:

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

UNITED STATES DISTRICT COURT

for the

Western District of Washington

ANDREW TASAKOS, on behalf of himself, the
general public, and those similarly situated,

Plaintiff(s)

v.

AGA SERVICE COMPANY (d/b/a ALLIANZ
GLOBAL ASSISTANCE) and JEFFERSON
INSURANCE COMPANY,

Defendant(s)

Civil Action No. 2:22-cv-00433

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

JEFFERSON INSURANCE COMPANY
1633 BROADWAY 42ND FL, NEW YORK, NY 10019
and/or
9950 MAYLAND DR, RICHMOND, VA 23233

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:

Stephen M. Raab, Esq., WSBA No. 53004
stephen@gutridesafier.com; (415) 639-9090 x109
113 Cherry Street, #55150, Seattle, WA 98140
305 Broadway, 7th Floor, New York, NY 10007

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 \$ _____ .

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: [Travel, Event Insurance Provider Allianz Sued Over Allegedly Hidden Charges](#)
