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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

ANDREW LEE, DDS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SENTINEL INSURANCE COMPANY,
LIMITED,

Defendant.

No.

COMPLAINT—CLASS ACTION

JURY DEMAND

I. INTRODUCTION

Plaintiff, ANDREW LEE, DDS, (“Lee”), individually and on behalf of all other similarly situated members of the defined national class and Washington State sub-classes (the “Class Members”), by and through the undersigned attorneys, brings this class action against Defendant Sentinel Insurance Company, Limited (“Sentinel or “Defendant”) and alleges as follows based on personal knowledge and information and belief:

II. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because at least one Class member is of diverse citizenship from Defendant, there are 100 or more Class members nationwide, and the aggregate amount in

1 controversy exceeds \$5,000,000. The Court has supplemental jurisdiction over Plaintiff's state
2 law claims under 28 U.S.C. § 1367.

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

7
8 3. Venue is proper in the Western District of Washington pursuant to 28 U.S.C.
9 § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims at
10 issue in this Complaint arose in this District. Plaintiff's business is located in Tacoma, Pierce
11 County. This action is therefore appropriately filed in the Tacoma Division because a substantial
12 portion of the events giving rise to this lawsuit arose in Pierce County.

13
14 **III. PARTIES**

15 4. Plaintiff, Andrew Lee, DDS, owns and operates a dental business located at 320
16 138th St., Tacoma, Washington 98444.

17 5. Defendant Sentinel Insurance Company, Limited is an insurance carrier
18 incorporated and domiciled in Connecticut, with its principal place of business in Hartford
19 Connecticut.

20 **IV. NATURE OF THE CASE**

21 6. Due to COVID-19 and a state-ordered mandated closure, Plaintiff cannot provide
22 dental services. Plaintiff intended to rely on its business insurance to keep its business as a going
23 concern. This lawsuit is filed to ensure that Plaintiff and other similarly-situated policyholders
24 receive the insurance benefits to which they are entitled and for which they paid.
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1 7. Defendant Sentinel issued one or more insurance policies to Plaintiff, including
2 Spectrum Business Owners Policy and related endorsements, insuring Plaintiff's property and
3 business and other coverages, with effective dates of January 2, 2020 to January 2, 2021.

4 8. Plaintiff's business property includes property owned and/or leased by Plaintiff
5 and used for general business purposes for the specific purpose of dental and other business
6 activities.

7 9. Defendant Sentinel's insurance policy issued to Plaintiff promises to pay Plaintiff
8 for "direct physical loss of or physical damage to" covered property.

9 10. Defendant Sentinel's insurance policy issued to Plaintiff includes Business
10 Income Coverage, Extra Expense Coverage, Extended Business Income Coverage and Civil
11 Authority Coverage.

12 11. Plaintiff paid all premiums for the coverage when due.

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

15 13. In light of this pandemic, Washington Governor Jay Inslee issued certain
16 proclamations and orders affecting many persons and businesses in Washington, whether
17 infected with COVID-19 or not, requiring certain public health precautions. Among other things,
18 Governor Inslee's "Stay Home, Stay Healthy" order required the closure of all non-essential
19 businesses, including Plaintiff's business.

20 14. By order of Governor Inslee, dentists including Plaintiff were prohibited from
21 practicing dental services but for urgent and emergency procedures.

1 15. Governor Inslee’s “PROCLAMATION BY THE GOVERNOR AMENDING
2 PROCLAMATION 20-05: 20-24 Restrictions on Non Urgent Medical Procedures,” dated March
3 19, 2020, also provides, in part:

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

14 16. No COVID-19 virus has been detected on Plaintiff’s business premises.

15 17. Plaintiff’s property has sustained direct physical loss and/or damage related to
16 COVID-19 and/or the proclamations and orders.

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

20 19. Plaintiff’s property cannot be used for its intended purposes.

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

23 21. Upon information and belief, Sentinel has denied or will deny all similar claims
24 for coverage.

25 **V. CLASS ACTION ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 United States insured under a Sentinel policy with Extra Expense Coverage who sought
22 to minimize losses from the suspension of their business at the covered premises in
23 connection with COVID-19 and/or orders issued by Governor Inslee, other Governors,
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1 and/or other civil authorities and whose Extra Expense claim has been denied by
2 Sentinel.

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

9
10 K. ***Extra Expense Declaratory Relief Class:*** All persons and entities in the
11 United States insured under a Sentinel policy with Extra Expense Coverage who sought
12 to minimize losses from the suspension of their business at the covered premises in
13 connection with COVID-19 and/or orders issued by Governor Inslee, other Governors,
14 and/or other civil authorities.

15
16 L. ***Extra Expense Declaratory Relief Washington Subclass:*** All persons and
17 entities in the State of Washington insured under a Sentinel policy with Extra Expense
18 coverage who sought to minimize losses from the suspension of their business at the
19 covered premises in connection with COVID-19 and/or orders issued by Governor Inslee,
20 and/or other civil authorities.

21
22 M. ***Civil Authority Breach of Contract Class:*** All persons and entities in the
23 United States insured under a Sentinel policy with Civil Authority Coverage who
24 suffered a suspension of their business and/or extra expense at the covered premises
25 related to COVID-19 and/or orders issued by Governor Inslee, other Governors, and/or
26 other civil authorities and whose Civil Authority claim has been denied by Sentinel.

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

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

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

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

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

24 26. **Numerosity:** The members of the Class are so numerous that joinder of all
25 members would be impractical. Plaintiff is informed and believes that the proposed Class
26

1 contains thousands of members. The precise number of class members can be ascertained
2 through discovery, which will include Defendant's records of policyholders.

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

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

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

12 C. Whether Business Income Coverage in Sentinel's policies of insurance
13 applies to a suspension of business relating to COVID-19 and/or orders issued by
14 Governor Inslee, other Governors, and/or other civil authorities;

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

18 E. Whether Extra Expense Coverage in Sentinel's policies of insurance
19 applies to efforts to minimize a loss at the covered premises relating to COVID-19 and/or
20 orders issued by Governor Inslee, other Governors, and/or other civil authorities;

21 F. Whether Civil Authority Coverage in Sentinel's policies of insurance
22 applies to a suspension of business relating to COVID-19 and/or orders issued by
23 Governor Inslee, other Governors, and/or civil authorities;
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1 G. Whether Sentinel has breached its contracts of insurance through a blanket
2 denial of all claims based on business interruption, income loss or closures related to
3 COVID-19 and/or orders issued by Governor Inslee, other Governors, and/or other civil
4 authorities;

5 H. Whether, because of Defendant's conduct, Plaintiff and the class members
6 have suffered damages; and if so, the appropriate amount thereof; and
7

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

10 28. **Typicality:** Plaintiff's claims are typical of the claims of the members of the
11 classes. Plaintiff and all the members of the classes have been injured by the same wrongful
12 practices of Defendant. Plaintiff's claims arise from the same practices and course of conduct
13 that give rise to the claims of the members of the Class and are based on the same legal theories.
14

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

19 30. **Federal Rule of Civil Procedure 23(b)(1), the Risk of Inconsistent or Varying**
20 **Adjudications and Impairment to Other Class Members' Interests:** Plaintiff seeks
21 adjudication as to the interpretation, and resultant scope, of Defendant's policies, which are
22 common to all members of the class. The prosecution of separate actions by individual members
23 of the classes would risk inconsistent or varying interpretations of those policy terms and create
24 inconsistent standards of conduct for Defendant. The policy interpretations sought by Plaintiff
25 could also impair the ability of absent class members to protect their interests.
26

1 31. **Federal Rule of Civil Procedure 23(b)(2), Declaratory and Injunctive Relief:**

2 Defendant acted or refused to act on grounds generally applicable to Plaintiff and other members
3 of the proposed classes making injunctive relief and declaratory relief appropriate on a classwide
4 basis.

5 32. **Federal Rule of Civil Procedure 23(b)(3), Superiority:** A class action is

6 superior to all other available methods of the fair and efficient adjudication of this lawsuit. While
7 the aggregate damages sustained by the classes are likely to be in the millions of dollars, the
8 individual damages incurred by each class member may be too small to warrant the expense of
9 individual suits. Individual litigation creates a risk of inconsistent and/or contradictory decisions
10 and the court system would be unduly burdened by individual litigation of such cases. A class
11 action would result in a unified adjudication, with the benefits of economies of scale and
12 supervision by a single court.
13
14

15 **VI. CAUSES OF ACTION**

16 **Count One—Declaratory Judgment**

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

21 33. Previous paragraphs alleged are incorporated herein.

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

24 35. Plaintiff Lee brings this cause of action on behalf of the Business Income
25 Coverage Declaratory Relief Class, Business Income Coverage Declaratory Relief Washington
26 Subclass, Extended Business Income Declaratory Relief Class, Extended Business Income

1 Declaratory Relief Washington Subclass, Extra Expense Declaratory Relief Class, Extra Expense
2 Declaratory Relief Washington Subclass, Civil Authority Declaratory Relief Class, and Civil
3 Authority Declaratory Relief Washington Subclass.

4 36. Plaintiff Lee seeks a declaratory judgment declaring that Plaintiff Lee and class
5 members' losses and expenses resulting from the interruption of their business are covered by the
6 Policy.

7
8 37. Plaintiff Lee seeks a declaratory judgment declaring that Sentinel is responsible
9 for timely and fully paying all such claims.

10 **Count Two—Breach of Contract**

11 *(Brought on behalf of the Business Income Coverage Breach of Contract Class,
12 Business Income Coverage Breach of Contract Washington Subclass, Extended
13 Business Income Breach of Contract Class, Extended Business Income Breach of
14 Contract Washington Subclass, Extra Expense Breach of Contract Class, Extra
Expense Breach of Contract Washington Subclass, Civil Authority Breach of Contract
Class, and Civil Authority Breach of Contract Washington Subclass)*

15 38. Previous paragraphs alleged are incorporated herein.

16
17 39. Plaintiff Lee brings this cause of action on behalf of the Business Income
18 Coverage Breach of Contract Class, Business Income Coverage Breach of Contract Washington
19 Subclass, Extended Business Income Breach of Contract Class, Extended Business Income
20 Breach of Contract Washington Subclass, Extra Expense Breach of Contract Class, Extra
21 Expense Breach of Contract Washington Subclass, Civil Authority Breach of Contract Class and
22 Civil Authority Breach of Contract Washington Subclass.

23 40. The Policy is a contract under which Plaintiff Lee and the class paid premiums to
24 Sentinel in exchange for Sentinel's promise to pay plaintiff and the class for all claims covered
25 by the Policy.
26

1 41. Plaintiff Lee has paid its insurance premiums.

2 42. Plaintiff Lee contacted his insurance agent in March to ask whether Sentinel
3 would provide coverage for his business interruption claim. Plaintiff was told that his claim
4 would not be covered.

5 43. On information and belief, Sentinel intends to deny Lee's claim, and Sentinel has
6 denied, and will continue to deny coverage for other similarly situated policyholders.
7

8 44. Denying coverage for the claim is a breach of the insurance contract.

9 45. Plaintiff Lee is harmed by the breach of the insurance contract by Sentinel.

10 **VII. PRAYER FOR RELIEF**

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

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

17 3. Damages.

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

19 5. Reasonable attorney fees and costs.

20 6. Such further and other relief as the Court shall deem appropriate.
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VIII. JURY DEMAND

Plaintiff demands a jury trial on all claims so triable.

DATED this 4th day of May, 2020.

KELLER ROHRBACK L.L.P.

By: s/ Amy Williams-Derry

By: s/ Lynn L. Sarko

By: s/ Ian S. Birk

By: s/ Gretchen Freeman Cappio

By: s/ Irene M. Hecht

By: s/ Maureen Falecki

By: s/ Nathan L. Nanfelt

Amy Williams-Derry, WSBA #28711

Lynn L. Sarko, WSBA #16569

Ian S. Birk, WSBA #31431

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By: s/ Alison Chase

Alison Chase, *pro hac vice forthcoming*

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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 LEE, DDS, individually and on behalf of all others similarly situated

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

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

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

DEFENDANTS

SENTINEL INSURANCE COMPANY LIMITED

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

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

Attorneys (If Known)

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

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

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

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

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

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

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

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

VI. CAUSE OF ACTION

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

Brief description of cause: Insurance bad faith

VII. REQUESTED IN COMPLAINT:

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

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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE J. Richard Creatura

DOCKET NUMBER 2:20-cv-00627-JRCC

DATE 05/04/2020 SIGNATURE OF ATTORNEY OF RECORD /s/ Amy Williams-Derry

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

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

UNITED STATES DISTRICT COURT

for the

Western District of Washington

ANDREW LEE, DDS, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

SENTINEL INSURANCE COMPANY, LIMITED

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

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

A lawsuit has been filed against you.

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

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

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

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

ANDREW LEE, DDS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SENTINEL INSURANCE COMPANY,
LIMITED,

Defendant.

No.
NOTICE OF RELATED CASES

The below-listed cases against Hartford Casualty Insurance Company and Sentinel Insurance Company involve similar claims and arise out of similar policy forms used by Hartford-related insurers as the above captioned-action. All four actions are against an insurer within the same Hartford corporate family. On information and belief, the ultimate corporate parent of both Sentinel Insurance Company, Limited and Hartford Casualty Insurance Company is The Hartford Financial Services Group, Inc. In addition to similar claims against a similar or affiliated defendant, there is also a similar nature of relief requested by the plaintiff in the above-captioned action and the cases listed below. Accordingly, it appears likely that there could be an unduly burdensome duplication of labor and expense and potential for conflicting results if the cases listed below are conducted before different judges.

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

| Case Name | Judge | Case No. |
|-------------------------------------------------------------------|---------------------|----------------------------|
| Mario D. Chorak, DMD, P.S. v. Hartford Casualty Insurance Company | J. Richard Creatura | W.D. WA 2:20-cv-000627-JRC |
| Arnell Prato, DDS, PLLC v. Sentinel Insurance Company, Limited | Robert J. Bryan | W.D. WA 3:20-cv-05402-RJB |
| Lina Kim, DDS, P.S. v. Sentinel Insurance Company, Limited | James L. Robart | W.D. WA 2:20-cv-000657-JLR |

DATED this 4th day of May, 2020.

KELLER ROHRBACK L.L.P.

By: s/ Amy Williams-Derry

By: s/ Lynn L. Sarko

By: s/ Ian S. Birk

By: s/ Gretchen Freeman Cappio

By: s/ Irene M. Hecht

By: s/ Maureen Falecki

By: s/ Nathan L. Nanfelt

Amy Williams-Derry, WSBA #28711

Lynn L. Sarko, WSBA #16569

Ian S. Birk, WSBA #31431

Gretchen Freeman Cappio, WSBA #29576

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4848-1329-7851, v. 1