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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NUE LLC d/b/a NUE SEATTLE, individually  
and on behalf of all others similarly situated,

Plaintiff,

v.

OREGON MUTUAL INSURANCE  
COMPANY,

Defendant.

No.

COMPLAINT—CLASS ACTION

JURY DEMAND

**I. INTRODUCTION**

Plaintiff NUE LLC d/b/a NUE SEATTLE (“NUE”) individually and on behalf of all other similarly situated members of the defined national class and the defined Washington subclasses (the “Class Members”), by and through the undersigned attorneys, brings this class action against Defendant Oregon Mutual Insurance Company (“Defendant” or “Oregon Mutual”) and alleges as follows based on personal knowledge and information and belief:

**II. JURISDICTION AND VENUE**

1. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because at least one member of the proposed Class and





1           13. Oregon Mutual Businessowners Property Coverage promises to pay Plaintiff for  
2 risks of “direct physical loss of or damage” to covered property and includes coverage for risks  
3 of “loss of or damage to” covered property.

4           14. Oregon Mutual’s Businessowners Property Coverage provides Plaintiff with  
5 Business Income Coverage, Extended Business Income Coverage, Extra Expense Coverage,  
6 Civil Authority Coverage, and Ingress Or Egress Coverage.

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

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

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

15           18. On March 16, 2020, Governor Inslee issued Proclamation 20-13, “Statewide  
16 Limits: Food and Beverage Services, Areas of Congregation.” The proclamation prohibits “any  
17 number of people from gathering in any public venue in which people congregate for purposes of  
18 . . . food and beverage service[.]” The proclamation prohibits “the onsite consumption of food  
19 and/or beverages in a public venue” from March 17, 2020, to March 31, 2020.

20           19. Proclamation 20-13 does not prohibit prepared food or beverages “legally  
21 delivered or taken out of the venue for consumption or the purchasing of groceries that are not  
22 consumed within the premises, more commonly known as drive-through, take-out, and delivery  
23 services.”  
24  
25  
26

1           20.     On March 23, 2020, Governor Inslee issued Proclamation 20-25, “Stay Home—  
2 State Healthy.” The proclamation, which amends Proclamation 20-13, requires that “[a]ll people  
3 in Washington State [ ] immediately cease leaving their home or place of residence except: (1) to  
4 conduct or participate in essential activities, and/or (2) for employment in essential business  
5 activities.” The proclamation prohibits “all non-essential businesses in Washington State from  
6 conducting business, within the limitations provided herein.”  
7

8           21.     Proclamation 20-25 allows for restaurants and food services to operate only to  
9 “provid[e] delivery or take-away services” and “so long as proper social distancing and  
10 sanitation measures are established and implemented.”

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

12           23.     By order of Governor Inslee, restaurants including Plaintiff were prohibited from  
13 operating their businesses except according to the terms of the proclamations and orders.  
14

15           24.     Since Governor Inslee’s order on March 17, Nue has been unable to have  
16 customers enter into its dining room or eat any meals on its premises.

17           25.     Nue has not been able to use its restaurant for its full insured purposed of sit-  
18 down dining and full-service bar.

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

20           27.     Plaintiff’s property has sustained direct physical loss and/or damages related to  
21 COVID-19 and/or the proclamations and orders.  
22

23           28.     Plaintiff’s property will continue to sustain direct physical loss or damage covered  
24 by the Oregon Mutual policy or policies, including but not limited to business interruption, extra  
25 expense, interruption by civil authority, and other expenses.

26           29.     Plaintiff’s property cannot be used for its intended purposes.

1 30. As a result of the above, Plaintiff has experienced and will experience loss  
2 covered by the Oregon Mutual policy or policies.

3 31. Plaintiff filed a claim on March 24, 2020 for losses covered by the Policy. Oregon  
4 Mutual denied coverage on April 10, 2020 by letter to Plaintiff.

5 32. Oregon Mutual’s April 10, 2020 denial letter to Nue states:

6  
7 Oregon Mutual Insurance has completed its investigation into your claimed loss. Please  
8 be advised that Oregon Mutual Insurance can find no coverage . . . for your loss resulting  
9 from the COVID-19 event.

10 . . .

11 Your loss appears to have been caused by the COVID-19 event. Our investigation  
12 determined that there was no direct physical loss of or damage to property. Because there  
13 is no direct physical loss or damage to property, there is no coverage[.]

14 33. Upon information and belief, Oregon Mutual has denied and will deny coverage  
15 to other similarly situated policyholders.

16 **V. CLASS ACTION ALLEGATIONS**

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

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

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

1           B.       ***Business Income Coverage Breach of Contract Washington Subclass:***

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

8           C.       ***Business Income Coverage Declaratory Relief Class:*** All persons and

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

14           D.       ***Business Income Coverage Declaratory Relief Washington Subclass:*** All

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

20           E.       ***Extended Business Income Breach of Contract Class:*** All persons and

21 entities in the United States insured under an Oregon Mutual policy with Extended  
22 Business Income coverage who suffered a suspension of their business at the covered  
23 premises related to COVID-19 and/or orders issued by Governor Inslee, other Governors,  
24 and/or other civil authorities and whose Extended Business Income claim has been  
25 denied by Oregon Mutual.  
26

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

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

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

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

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

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

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

21 United States insured under an Oregon Mutual policy with Extra Expense coverage who  
22 incurred expenses while seeking to minimize losses from the suspension of business at  
23 the covered premises in connection with COVID-19 and/or orders issued by Governor  
24 Inslee, other Governors, and/or other civil authorities and whose Extra Expense claim has  
25 been denied by Oregon Mutual.  
26

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

8           K.       ***Extra Expense Declaratory Relief Class:*** All persons and entities in the  
9 United States insured under an Oregon Mutual policy with Extra Expense coverage who  
10 incurred expenses while seeking to minimize losses from the suspension of their business  
11 at the covered premises in connection with COVID-19 and/or orders issued by Governor  
12 Inslee, other Governors, and/or other civil authorities.  
13

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

20           M.       ***Civil Authority Breach of Contract Class:*** All persons and entities in the  
21 United States insured under an Oregon Mutual policy with Civil Authority coverage who  
22 suffered a loss of business income and/or extra expense related to the impact of COVID-  
23 19 and/or orders issued by Governor Inslee, other Governors, and/or other civil  
24 authorities and whose Civil Authority claim has been denied by Oregon Mutual.  
25

26           N.       ***Civil Authority Breach of Contract Washington Subclass:*** All persons  
and entities in the State of Washington insured under an Oregon Mutual policy with Civil

1 Authority coverage who suffered a loss of business income and/or extra expense related  
2 to the impact of COVID-19 and/or orders issued by Governor Inslee, and/or other civil  
3 authorities and whose Civil Authority claim has been denied by Oregon Mutual.

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

8 P. ***Civil Authority Declaratory Relief Washington Subclass:*** All persons and  
9 entities in the State of Washington insured under an Oregon Mutual policy with Civil  
10 Authority coverage who suffered a loss of business income and/or extra expense related  
11 to the impact of COVID-19 19 and/or orders issued by Governor Inslee, and/or other civil  
12 authorities.

13 Q. ***Ingress Or Egress Coverage Breach of Contract Class:*** All persons and  
14 entities in the State of Washington insured under an Oregon Mutual policy with Ingress  
15 Or Egress coverage who suffered a loss of business income and/or extra expense related  
16 to the impact of COVID-19 19 and/or orders issued by Governor Inslee, and/or other civil  
17 authorities.

18 R. ***Ingress Or Egress Coverage Breach of Contract Washington Subclass:***  
19 All persons and entities in the State of Washington insured under an Oregon Mutual  
20 policy with Ingress Or Egress coverage who suffered a loss of business income and/or  
21 extra expense related to the impact of COVID-19 19 and/or orders issued by Governor  
22 Inslee, and/or other civil authorities.  
23  
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1           S.     ***Ingress Or Egress Coverage Declaratory Relief Class:*** All persons and  
2 entities in the State of Washington insured under an Oregon Mutual policy with Ingress  
3 Or Egress coverage who suffered a loss of business income and/or extra expense related  
4 to the impact of COVID-19 19 and/or orders issued by Governor Inslee, and/or other civil  
5 authorities.

6           T.     ***Ingress and Egress Coverage Declaratory Relief Washington Subclass:***  
7 All persons and entities in the State of Washington insured under an Oregon Mutual  
8 policy with Ingress Or Egress coverage who suffered a loss of business income and/or  
9 extra expense related to the impact of COVID-19 19 and/or orders issued by Governor  
10 Inslee, and/or other civil authorities.

11           36.    Excluded from the Classes and Subclasses are Defendant’s officers, directors, and  
12 employees; the judicial officers and associated court staff assigned to this case; and the  
13 immediate family members of such officers and staff. Plaintiff reserves the right to amend the  
14 Class definition based on information obtained in discovery.

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

17           38.    **Numerosity:** The members of the Class are so numerous that joinder of all  
18 members would be impractical. Plaintiff is informed and believes that each proposed Class and  
19 Subclass contains hundreds of members. The precise number of class members can be  
20 ascertained through discovery, which will include Defendant’s records of policyholders.

21           39.    **Commonality and Predominance:** Common questions of law and fact  
22 predominate over any questions affecting only individual members of the Class. Common  
23 questions include, but are not limited to, the following:

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

3           B.     Whether Oregon Mutual acted in a manner common to the Class and  
4 Subclass by wrongfully denying claims for coverage relating to COVID-19 and/or orders  
5 issued by Governor Inslee, other Governors, and/or other civil authorities;

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

9           D.     Whether Extended Business Income coverage in Oregon Mutual's policies  
10 of insurance applies to a suspension of practice relating to COVID-19 and/or orders  
11 issued by Governor Inslee, other Governors, and/or civil authorities;

12           E.     Whether Extra Expense coverage in Oregon Mutual's policies of  
13 insurance applies to efforts to minimize a loss relating to COVID-19 and/or orders issued  
14 by Governor Inslee, other Governors, and/or other civil authorities;

15           F.     Whether Civil Authority coverage in Oregon Mutual's policies of  
16 insurance applies to a suspension of practice relating to COVID-19 and/or orders issued  
17 by Governor Inslee, other Governors, and/or civil authorities;

18           G.     Whether Ingress Or Egress coverage in Oregon Mutual's policies of  
19 insurance applies to a suspension of practice relating to COVID-19 and/or orders issued  
20 by Governor Inslee, other Governors, and/or civil authorities;

21           H.     Whether Oregon Mutual has breached its contracts of insurance through a  
22 blanket denial of all claims based on business interruption, income loss or closures  
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1 related to COVID-19 and/or orders issued by Governor Inslee, other Governors, and/or  
2 other civil authorities;

3 I. Whether, because of Defendant's conduct, Plaintiff and the class members  
4 have suffered damages; and if so, the appropriate amount thereof; and

5 J. Whether, because of Defendant's conduct, Plaintiff and the class members  
6 are entitled to equitable and declaratory relief, and if so, the nature of such relief.  
7

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

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

19 42. **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           43.     **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           44.     **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*  
21                                   *Washington Subclass, Civil Authority Declaratory Relief Class, Civil Authority Declaratory*  
22                                   *Relief Washington Subclass, Ingress Or Egress Declaratory Relief Class, and Ingress Or*  
23                                   *Egress Declaratory Relief Washington Subclass)*

24           45.     Previous paragraphs alleged are incorporated herein.

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

          47.     Plaintiff brings this cause of action on behalf of the Business Income Coverage  
Declaratory Relief Class, Business Income Coverage Declaratory Relief Washington Subclass,

1 Extended Business Income Declaratory Relief Class, Extended Business Income Declaratory  
2 Relief Washington Subclass, Extra Expense Declaratory Relief Class, and Extra Expense  
3 Declaratory Relief Washington Subclass, Civil Authority Declaratory Relief Class, Civil  
4 Authority Declaratory Relief Washington Subclass, Ingress Or Egress Declaratory Relief Class,  
5 and Ingress Or Egress Declaratory Relief Washington Subclass.

6  
7 48. Plaintiff seeks a declaratory judgment declaring that Plaintiff's and class members  
8 losses and expenses resulting from the interruption of their business are covered by the Policy.

9 49. Plaintiff seeks a declaratory judgment declaring that Oregon Mutual is responsible  
10 for timely and fully paying all such claims.

11 **Count Two—Breach of Contract**

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

17 50. Previous paragraphs alleged are incorporated herein.

18 51. Plaintiff brings this cause of action on behalf of the Business Income Coverage  
19 Breach of Contract Class, Business Income Coverage Breach of Contract Washington Subclass,  
20 Extended Business Income Breach of Contract Class, Extended Business Income Breach of  
21 Contract Washington Subclass, Extra Expense Breach of Contract Class, Extra Expense Breach  
22 of Contract Washington Subclass, Civil Authority Breach of Contract Class, Civil Authority  
23 Breach of Contract Washington Subclass, Ingress Or Egress Breach of Contract Class, and  
24 Ingress Or Egress Breach of Contract Washington Subclass.  
25  
26



1 DATED this 5th day of May, 2020.

2 KELLER ROHRBACK L.L.P.

3 By: s/ Amy Williams-Derry

4 By: s/ Lynn L. Sarko

5 By: s/ Gretchen Freeman Cappio

6 By: s/ Irene M. Hecht

7 By: s/ Ian S. Birk

8 By: s/ Maureen Falecki

9 By: s/ Nathan Nanfelt

10 Amy Williams-Derry, WSBA #28711

11 Lynn L. Sarko, WSBA #16569

12 Gretchen Freeman Cappio, WSBA #29576

13 Irene M. Hecht, WSBA #11063

14 Ian S. Birk, WSBA #31431

15 Maureen Falecki, WSBA #18569

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By: s/ Alison Chase (Pro hac applic. to be filed)

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*Attorneys for Plaintiff*

4818-9051-6411, v. 2

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

NUE LLC d/b/a NUE SEATTLE, individually and on behalf of all others similarly situated

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

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

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

DEFENDANTS

OREGON MUTUAL INSURANCE COMPANY

County of Residence of First Listed Defendant Yamhill County, OR (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, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Property, etc.

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

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

VI. CAUSE OF ACTION

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

Brief description of cause: Insurance bad faith

VII. REQUESTED IN COMPLAINT:

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

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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE 05/05/2020 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

NUE LLC d/b/a NUE SEATTLE, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

OREGON MUTUAL INSURANCE COMPANY,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) OREGON MUTUAL INSURANCE COMPANY
400 NE Baker
McMinnville, OR 97128

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, Gretchen Freeman Cappio, Irene M. Hecht,
Ian S. Birk, 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: