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KING COUNTY
SUPERIOR COURT CLERK
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CASE #: 22-2-02639-1 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

NMG RESTAURANTS, INC., a Washington
Corporation, and NIMAXGAR, LLC, a
Washington Limited Liability Company,

Plaintiffs,

vs.

MUTUAL OF ENUMCLAW INSURANCE
COMPANY, formerly a Washington
Insurance Company and now an Oregon
Domestic Mutual Insurance Holding
Company,

Defendants.

Case No.

COMPLAINT

COME NOW Plaintiffs NMG RESTAURANTS, INC., a Washington Corporation, and
NIMAXGAR, LLC, a Washington Limited Liability Company, by and through the
undersigned attorneys, and bring this action against Defendant MUTUAL OF ENUMCLAW
INSURANCE COMPANY, formerly a Washington Insurance Company and now an Oregon
Domestic Mutual Insurance Holding Company, and allege as follows:

I. PARTIES

1 3.4 The world is currently suffering through the COVID-19 Pandemic.

2 3.5 King County and the State of Washington through Governor Jay Inslee issued
3 orders resulting in the shutdown of Plaintiffs' business. NMG owns the Woodman Lodge
4 restaurant and Nimaxgar leases space to NMG.

5 3.6 Plaintiffs submitted a claim for coverage for their losses resulting from the
6 COVID-19 Pandemic and the orders issued by King County and the State of Washington.

7 3.7 MOE denied coverage.

8 3.8 In addition, MOE sent a notice regarding COVID-19 and insurance coverage
9 that did not identify coverage was available.

10 3.9 Moreover, despite being provided additional coverage information, MOE did
11 not reconsider whether coverage was available.

12 3.10 Additionally, when an extension of the contractual filing period was requested
13 of MOE given that there is a lawsuit pending before the Washington State Supreme Court that
14 may produce a decision relevant to the coverage issues in this case, MOE refused without
15 providing due concern for Plaintiffs' interests.

16 3.11 Further, MOE's denial of coverage and handling of the matter constituted a
17 violation of the Insurance Fair Practices Act and regulations and amounts to bad faith.

18 3.12 Plaintiffs provided notice to the Insurance Commissioner as required by the
19 IFCA statute.

20 3.13 Plaintiffs have been compelled to file this action as a result of MOE's actions.

21 3.14 Declaratory Judgment and Injunction: Based on the forgoing, Plaintiffs are
22 entitled to a declaratory judgment declaring that Plaintiffs' losses are covered by their

1 insurance with MOE and that MOE is responsible for timely and fully paying Plaintiffs for all
2 amounts owed under their insurance and injunctive relief requiring MOE to comply with its
3 obligations.

4 3.15 Breach of Contract: Based on the forgoing, MOE breached its contract with and
5 harmed Plaintiffs by failing to provide coverage and pay for Plaintiffs' losses and, in fact,
6 denying there is coverage thereby damaging Plaintiffs.

7 3.16 Violation of the Insurance Fair Conduct Act, RCW 48.30. MOE has violated
8 the Insurance Fair Conduct Act and regulations through its bad faith denial of coverage and
9 handling of this matter which resulted in damage to Plaintiffs.

10 3.17 Violation of the Consumer Protection Act. Violation of RCW 48.30 is a per se
11 violation of RCW 19.86, the Washington Consumer Protection Act. Additionally, MOE's acts
12 and representations constitute unfair and deceptive acts or practices in the conduct of trade or
13 commerce which affect the public interest within the meaning of the Washington Consumer
14 Protection Act, RCW 19.86.090. The forgoing has resulted in damage to Plaintiffs.

15 IV. REQUEST FOR RELIEF

16 WHEREFORE, the Plaintiffs pray for the following relief:

- 17 A. A declaration that Plaintiffs' losses are covered by their insurance with MOE.
18 B. An injunction to require MOE to comply with its obligations.
19 C. An award of damages to the maximum extent allowed for by law.
20 D. An award of treble damages pursuant to the Insurance Fair Conduct Act and the
21 Consumer Protection Act.

1 E. An award of pre-judgment and post-judgment interest to the maximum extent
2 allowed for by law.

3 F. An award of attorneys' fees and expenses to the maximum extent allowed for
4 by law, including, without limitation, pursuant to *Olympic Steamship*, the Insurance Fair
5 Conduct Act, and the CPA.

6 G. Leave to amend this complaint to the maximum extent allowed for by law.

7 DATED this 22nd day of February, 2022.

8 INSLEE, BEST, DOEZIE & RYDER, P.S.

9 By /s/ Mark S. Leen

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