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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

HIRBOD H. ROWSHAN DDS, P.S.,  
individually and on behalf of all others similarly  
situated,  
  
Plaintiff,  
  
v.  
  
OHIO SECURITY INSURANCE COMPANY,  
  
Defendant.

No.  
  
COMPLAINT—CLASS ACTION  
  
JURY DEMAND

**I. INTRODUCTION**

Plaintiff, Hirbod H. Rowshan, DDS, P.S., d/b/a Center for Oral and Maxillofacial Surgery and Implantology (“Plaintiff” or “Rowshan”), individually and on behalf of all other similarly situated members of the defined national class and Washington State subclasses (the “Class Members”), by and through the undersigned attorneys, brings this class action against Defendant Ohio Security Insurance Company (“Defendant” or “Ohio Security”) and alleges as follows based on personal knowledge and information and belief:

1 **II. JURISDICTION AND VENUE**

2 1. This Court has subject matter jurisdiction pursuant to the Class Action Fairness  
3 Act of 2005, 28 U.S.C. § 1332(d), because at least one member of the proposed Class and  
4 Washington subclass is a citizen of a state different from that of Defendant, the proposed Class  
5 and subclass each consist of more than 100 class members, and the aggregate amount in  
6 controversy exceeds \$5,000,000. The Court has supplemental jurisdiction over Plaintiff’s state  
7 law claims under 28 U.S.C. § 1367.  
8

9 2. This Court has personal jurisdiction over Defendant because Defendant is  
10 registered to do business in Washington, has sufficient minimum contacts in Washington, and  
11 otherwise intentionally avails itself of the markets within Washington through its business  
12 activities, such that the exercise of jurisdiction by this Court is proper. Moreover, the claims of  
13 Plaintiff and all of the Washington subclass members in this case arise out of and directly relate  
14 to Defendant’s contacts with Washington.  
15

16 3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(3) because the  
17 Court has personal jurisdiction over Defendant, a substantial portion the alleged wrongdoing  
18 occurred in this District and the state of Washington, and Defendant has sufficient contacts with  
19 this District and the state of Washington.  
20

21 4. Venue is proper in the Western District of Washington pursuant to 28 U.S.C.  
22 § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims at  
23 issue in this Complaint arose in this District. Plaintiff’s business is located in Bellevue, King  
24 County. This action is therefore appropriately filed in the Seattle Division because a substantial  
25 portion of the events giving rise to this lawsuit arose in King County.  
26

1 **III. PARTIES**

2 5. Plaintiff, Hirbod H. Rowshan, DDS P.S., owns and operates a dental business,  
3 offering services of oral and maxillofacial surgery and implantology. Dr. Rowshan’s business is  
4 located at 12715 Bel-Red Road, Suite 130, Bellevue, Washington 98005.

5 6. Defendant Ohio Security Insurance Company is an insurance carrier incorporated  
6 and domiciled in New Hampshire, with its principal place of business in Massachusetts.

7 7. Defendant Ohio Security is authorized to write, sell, and issue business insurance  
8 policies in 49 states. Defendant conducted business within Washington and these states by  
9 selling and issuing business insurance policies to policyholders, including Plaintiff.  
10

11 **IV. NATURE OF THE CASE**

12 8. Due to COVID-19 and a state-ordered mandated closure, Plaintiff cannot provide  
13 dental services. Plaintiff intended to rely on its business insurance to maintain business income  
14 in case of an insured loss. This lawsuit is filed to ensure that Plaintiff and other similarly-situated  
15 policyholders receive the insurance benefits to which they are entitled and for which they paid.  
16

17 9. Defendant Ohio Security issued one or more insurance policies to Plaintiff,  
18 including Commercial Protector Policy with Business Owners Coverage Form and related  
19 endorsements, insuring Plaintiff’s property and business and other coverages, with effective  
20 dates of October 1, 2019 to October 1, 2020.

21 10. Plaintiff’s business property includes property owned and/or leased by Plaintiff  
22 and used for general business purposes for the specific purpose of dental and other business  
23 activities.  
24

25 11. Defendant Ohio Security’s insurance policy issued to Plaintiff promises to pay  
26 Plaintiff for “direct physical loss of or physical damage to” covered property.

1           12. Defendant Ohio Security’s insurance policy issued to Plaintiff includes Business  
2 Income Coverage, Extra Expense Coverage, Extended Business Income Coverage and Civil  
3 Authority Coverage.

4           13. Plaintiff paid all premiums for the coverage when due.

5           14. On or about January 2020, the United States of America saw its first cases of  
6 persons infected by COVID-19, which has been designated a worldwide pandemic.  
7

8           15. On February 29, 2020, Washington Governor Jay Inslee issued Proclamation 20-  
9 05, declaring a State of Emergency for all counties in the State of Washington as the result of the  
10 COVID-19 outbreak. Thereafter, he issued a series of certain proclamations and orders affecting  
11 many persons and businesses in Washington, whether infected with COVID-19 or not, requiring  
12 certain public health precautions.

13           16. By order of Governor Inslee, dentists including Plaintiff were prohibited from  
14 practicing dental services but for urgent and emergency procedures.  
15

16           17. Governor Inslee’s “PROCLAMATION BY THE GOVERNOR AMENDING  
17 PROCLAMATION 20-05: 20-24 Restrictions on Non-Urgent Medical Procedures,” dated March  
18 19, 2020, also provides, in part:

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

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

8           19.     Governor Inslee has extended Proclamation 20-25 until May 31, 2020.

9           20.     By order of Governor Inslee, dentists including Plaintiff have been prohibited  
10 from providing services but for urgent and emergency procedures.

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

12           22.     Plaintiff’s property has sustained direct physical loss and/or damage related to  
13 COVID-19 and/or the proclamations and orders.  
14

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

18           24.     Plaintiff’s property cannot be used for its intended purposes.

19           25.     As a result of the above, Plaintiff has experienced and will experience loss  
20 covered by the Ohio Security policy or policies.  
21

22           26.     By letter dated April 6, 2020, Defendant sent a letter to Plaintiff advising that its  
23 loss would not likely be covered under the Ohio Security policy. Upon information and belief,  
24 Defendant intends to deny, has denied and/or will deny coverage to Plaintiff and to other  
25 similarly situated policyholders.  
26

V. CLASS ACTION ALLEGATIONS

27. 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).

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

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

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

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

D. Business Income Coverage Declaratory Relief Washington Subclass: All persons and entities in the State of Washington insured under an Ohio Security policy with Business Income Coverage who suffered a suspension of their business at the

1 covered premises related to COVID-19 and/or orders issued by Governor Inslee, and/or  
2 other civil authorities.

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

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

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

22  
23 H. ***Extended Business Income Declaratory Relief Washington Subclass:*** All  
24 persons and entities in the State of Washington insured under an Ohio Security policy  
25 with Extended Business Income coverage who suffered a suspension of their business at  
26

1 the covered premises related to COVID-19 and/or orders issued by Governor Inslee,  
2 and/or other civil authorities.

3 I. ***Extra Expense Breach of Contract Class:*** All persons and entities in the  
4 United States insured under an Ohio Security policy with Extra Expense Coverage who  
5 sought to minimize losses from the suspension of their business at the covered premises  
6 in connection with COVID-19 and/or orders issued by Governor Inslee, other Governors,  
7 and/or other civil authorities and whose Extra Expense claim has been denied by Ohio  
8 Security.

9  
10 J. ***Extra Expense Breach of Contract Washington Subclass:*** All persons  
11 and entities in the State of Washington insured under an Ohio Security policy with Extra  
12 Expense Coverage who sought to minimize losses from the suspension of their business  
13 at the covered premises in connection with COVID-19 and/or orders issued by Governor  
14 Inslee, and/or other civil authorities and whose Extra Expense claim has been denied by  
15 Ohio Security.

16  
17 K. ***Extra Expense Declaratory Relief Class:*** All persons and entities in the  
18 United States insured under an Ohio Security policy with Extra Expense Coverage who  
19 sought to minimize losses from the suspension of their business at the covered premises  
20 in connection with COVID-19 and/or orders issued by Governor Inslee, other Governors,  
21 and/or other civil authorities.

22  
23 L. ***Extra Expense Declaratory Relief Washington Subclass:*** All persons and  
24 entities in the State of Washington insured under an Ohio Security policy with Extra  
25 Expense Coverage who sought to minimize losses from the suspension of their business  
26



1 at the covered premises in connection with COVID-19 and/or orders issued by Governor  
2 Inslee, and/or other civil authorities.

3 M. ***Civil Authority Breach of Contract Class:*** All persons and entities in the  
4 United States insured under an Ohio Security policy with Civil Authority Coverage who  
5 suffered a suspension of their business and/or extra expense at the covered premises  
6 related to COVID-19 and/or orders issued by Governor Inslee, other Governors, and/or  
7 other civil authorities and whose Civil Authority claim has been denied by Ohio Security.  
8

9 N. ***Civil Authority Breach of Contract Washington Subclass:*** All persons  
10 and entities in the State of Washington insured under an Ohio Security policy with Civil  
11 Authority coverage who suffered a suspension of their business and/or extra expense at  
12 the covered premises related to COVID-19 and/or orders issued by Governor Inslee,  
13 and/or other civil authorities and whose Civil Authority claim has been denied by Ohio  
14 Security.  
15

16 O. ***Civil Authority Declaratory Relief Class:*** All persons and entities in the  
17 United States insured under an Ohio Security policy with Civil Authority Coverage who  
18 suffered a suspension of their business at the covered premises related to COVID-19  
19 and/or orders issued by Governor Inslee, other Governors, and/or other civil authorities.  
20

21 P. ***Civil Authority Declaratory Relief Washington Subclass:*** All persons and  
22 entities in the State of Washington insured under an Ohio Security policy with Civil  
23 Authority Coverage who suffered a suspension of their business at the covered premises  
24 related to COVID-19 and/or orders issued by Governor Inslee, and/or other civil  
25 authorities.  
26

1           29. Excluded from the Classes and Subclasses are Defendant’s officers, directors, and  
2 employees; the judicial officers and associated court staff assigned to this case; and the  
3 immediate family members of such officers and staff. Plaintiff reserves the right to amend the  
4 Class definitions based on information obtained in discovery.

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

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

11           32. **Commonality and Predominance:** Common questions of law and fact  
12 predominate over any questions affecting only individual members of the Class. Common  
13 questions include, but are not limited to, the following:  
14

15           A. Whether the class members suffered covered losses based on common  
16 policies issued to members of the Class and Subclass;  
17

18           B. Whether Ohio Security acted in a manner common to the Class and  
19 Subclass by wrongfully denying claims for coverage relating to COVID-19 and/or orders  
20 issued by Governor Inslee, other Governors, and/or other civil authorities;  
21

22           C. Whether Business Income Coverage in Ohio Security’s policies of  
23 insurance applies to a suspension of business relating to COVID-19 and/or orders issued  
24 by Governor Inslee, other Governors, and/or other civil authorities;  
25  
26

1 D. Whether Extended Business Income Coverage in Ohio Security’s policies  
2 of insurance applies to a suspension of business relating to COVID-19 and/or orders  
3 issued by Governor Inslee, other Governors, and/or other civil authorities;

4 E. Whether Extra Expense Coverage in Ohio Security’s policies of insurance  
5 applies to efforts to minimize a loss at the covered premises relating to COVID-19 and/or  
6 orders issued by Governor Inslee, other Governors, and/or other civil authorities;

7 F. Whether Civil Authority Coverage in Ohio Security’s policies of  
8 insurance applies to a suspension of business relating to COVID-19 and/or orders issued  
9 by Governor Inslee, other Governors, and/or civil authorities;

10 G. Whether Ohio Security has breached its contracts of insurance through a  
11 blanket denial of all claims based on business interruption, income loss or closures  
12 related to COVID-19 and/or orders issued by Governor Inslee, other Governors, and/or  
13 other civil authorities;

14 H. Whether, because of Defendant’s conduct, Plaintiff and the class members  
15 have suffered damages; and if so, the appropriate amount thereof; and

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

18  
19  
20 33. **Typicality:** Plaintiff’s claims are typical of the claims of the members of the  
21 classes. Plaintiff and all the members of the classes have been injured by the same wrongful  
22 practices of Defendant. Plaintiff’s claims arise from the same practices and course of conduct  
23 that give rise to the claims of the members of the Class and are based on the same legal theories.

24  
25 34. **Adequacy:** Plaintiff will fully and adequately assert and protect the interests of  
26 the classes and has retained class counsel who are experienced and qualified in prosecuting class

1 actions. Neither Plaintiff nor its attorneys have any interests contrary to or in conflict with the  
2 Class.

3           **35. Federal Rule of Civil Procedure 23(b)(1), the Risk of Inconsistent or Varying**  
4 **Adjudications and Impairment to Other Class Members' Interests:** Plaintiff seeks  
5 adjudication as to the interpretation, and resultant scope, of Defendant's policies, which are  
6 common to all members of the class. The prosecution of separate actions by individual members  
7 of the classes would risk inconsistent or varying interpretations of those policy terms and create  
8 inconsistent standards of conduct for Defendant. The policy interpretations sought by Plaintiff  
9 could also impair the ability of absent class members to protect their interests.  
10

11           **36. Federal Rule of Civil Procedure 23(b)(2), Declaratory and Injunctive Relief:**  
12 Defendant acted or refused to act on grounds generally applicable to Plaintiff and other members  
13 of the proposed class making injunctive relief and declaratory relief appropriate on a classwide  
14 basis.  
15

16           **37. Federal Rule of Civil Procedure 23(b)(3), Superiority:** A class action is  
17 superior to all other available methods of the fair and efficient adjudication of this lawsuit. While  
18 the aggregate damages sustained by the classes are likely to be in the millions of dollars, the  
19 individual damages incurred by each class member may be too small to warrant the expense of  
20 individual suits. Individual litigation creates a risk of inconsistent and/or contradictory decisions  
21 and the court system would be unduly burdened by individual litigation of such cases. A class  
22 action would result in a unified adjudication, with the benefits of economies of scale and  
23 supervision by a single court.  
24  
25  
26

1 VI. CAUSES OF ACTION

2 Count One—Declaratory Judgment

3 *(Brought on behalf of the Business Income Coverage Declaratory Relief Class,*  
4 *Business Income Coverage Declaratory Relief Washington Subclass, Extended Business*  
5 *Income Declaratory Relief Class, Extended Business Income Declaratory Relief Washington*  
6 *Subclass, Extra Expense Declaratory Relief Class, Extra Expense Declaratory Relief*  
7 *Washington Subclass, Civil Authority Declaratory Relief Class, and Civil Authority*  
8 *Declaratory Relief Washington Subclass)*

9 38. Previous paragraphs alleged are incorporated herein.

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

12 40. Plaintiff brings this cause of action on behalf of the Business Income Coverage  
13 Declaratory Relief Class, Business Income Coverage Declaratory Relief Washington Subclass,  
14 Extended Business Income Declaratory Relief Class, Extended Business Income Declaratory  
15 Relief Washington Subclass, Extra Expense Declaratory Relief Class, Extra Expense Declaratory  
16 Relief Washington Subclass, Civil Authority Declaratory Relief Class, and Civil Authority  
17 Declaratory Relief Washington Subclass.

18 41. Plaintiff seeks a declaratory judgment declaring that Plaintiff and class members’  
19 losses and expenses resulting from the interruption of their business are covered by the Policy.

20 42. Plaintiff seeks a declaratory judgment declaring that Ohio Security is responsible  
21 for timely and fully paying all such claims.

22 Count Two—Breach of Contract

23 *(Brought on behalf of the Business Income Coverage Breach of Contract Class,*  
24 *Business Income Coverage Breach of Contract Washington Subclass, Extended*  
25 *Business Income Breach of Contract Class, Extended Business Income Breach of*  
26 *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)*

1 43. Previous paragraphs alleged are incorporated herein.

2 44. Plaintiff brings this cause of action on behalf of the Business Income Coverage  
3 Breach of Contract Class, Business Income Coverage Breach of Contract Washington Subclass,  
4 Extended Business Income Breach of Contract Class, Extended Business Income Breach of  
5 Contract Washington Subclass, Extra Expense Breach of Contract Class, Extra Expense Breach  
6 of Contract Washington Subclass, Civil Authority Breach of Contract Class and Civil Authority  
7 Breach of Contract Washington Subclass.  
8

9 45. The Policy is a contract under which Plaintiff and the class paid premiums to  
10 Ohio Security in exchange for Ohio Security's promise to pay plaintiff and the class for all  
11 claims covered by the Policy.

12 46. Plaintiff has paid its insurance premiums.

13 47. Defendant sent a letter to Plaintiff advising that its loss would not likely be  
14 covered under the Ohio Security policy. On information and belief, Ohio Security intends to  
15 deny, has denied, and will continue to deny coverage for Plaintiff and other similarly situated  
16 policyholders.  
17

18 48. Denying coverage for the claim is a breach of the insurance contract.

19 49. Plaintiff is harmed by the breach of the insurance contract by Ohio Security.  
20

## 21 **VII. PRAYER FOR RELIEF**

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

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

- 1 3. Damages.
- 2 4. Pre- and post-judgment interest at the highest allowable rate.
- 3 5. Reasonable attorney fees and costs.
- 4 6. Such further and other relief as the Court shall deem appropriate.

5 **VIII. JURY DEMAND**

6 Plaintiff demands a jury trial on all claims so triable.

7 DATED this 14th day of May, 2020.

8 **KELLER ROHRBACK L.L.P.**

9 By: s/ Amy Williams-Derry

10 By: s/ Lynn L. Sarko

11 By: s/ Ian S. Birk

12 By: s/ Gretchen Freeman Cappio

13 By: s/ Irene M. Hecht

14 By: s/ Maureen Falecki

15 By: s/ Nathan L. Nanfelt

16 Amy Williams-Derry, WSBA #28711

17 Lynn L. Sarko, WSBA #16569

18 Ian S. Birk, WSBA #31431

19 Gretchen Freeman Cappio, WSBA #29576

20 Irene M. Hecht, WSBA #11063

21 Maureen Falecki, WSBA #18569

22 Nathan Nanfelt, WSBA #45273

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24 Seattle, WA 98101

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By: s/ Alison Chase  
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*Attorneys for Plaintiff*

4810-9168-0956, v. 1



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

HIRBOD H. ROWSHAN DDS, P.S., 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

OHIO SECURITY INSURANCE COMPANY

County of Residence of First Listed Defendant Cheshire County, NH (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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, 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)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, FEDERAL TAX SUITS, OTHER STATUTES. Includes sub-sections like PERSONAL INJURY, LABOR, SOCIAL SECURITY, FEDERAL TAX SUITS.

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 Ricardo S. Martinez DOCKET NUMBER 2:20-cv-00620-RSM

DATE 05/14/2020 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

HIRBOD H. ROWSHAN DDS, P.S., individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

OHIO SECURITY INSURANCE COMPANY,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) OHIO SECURITY INSURANCE COMPANY
62 MAPLE AVENUE
KEENE, NH 03431

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*

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*Server's address*

Additional information regarding attempted service, etc:

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

<p>HIRBOD H. ROWSHAN DDS, P.S., individually and on behalf of all others similarly situated,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>OHIO SECURITY INSURANCE COMPANY,  Defendant.</p>
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No.  
NOTICE OF RELATED CASE

The below-listed case against Ohio Casualty Insurance Company involves similar claims against a similar or affiliated defendant as the above-captioned action. There is also a similar nature of relief requested by the plaintiff in the above-captioned action and the case listed below. Both actions are against an insurer within the Liberty Mutual corporate family. Accordingly, it appears likely that there could be an unduly burdensome duplication of labor and expense and potential for conflicting results if the two cases are conducted before different judges.

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

Case Name	Judge	Case No.
Pacific Endodontics, P.S. v. Ohio Casualty Insurance Company	Ricardo S. Martinez	W.D. WA 2:20-cv-00620-RSM

DATED this 14th 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

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By: s/ Alison Chase

Alison Chase, *pro hac vice forthcoming*

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Email: [achase@kellerrohrback.com](mailto:achase@kellerrohrback.com)

***Attorneys for Plaintiff***

1 4844-3330-7580, v. 1

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NOTICE OF RELATED CASE - 3

**KELLER ROHRBACK L.L.P.**

1201 Third Avenue, Suite 3200  
Seattle, WA 98101-3052  
TELEPHONE: (206) 623-1900  
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