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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

KARA MCCULLOCH DMD MSD PLLC,  
individually and on behalf of all others similarly  
situated,  
  
Plaintiff,  
  
v.  
  
VALLEY FORGE INSURANCE COMPANY,  
  
Defendant.

No.  
  
COMPLAINT—CLASS ACTION  
  
JURY DEMAND

**I. INTRODUCTION**

Plaintiff, Kara McCulloch DMD MSD PLLC (“McCulloch” or “Plaintiff”), individually and on behalf of all other similarly situated members of the defined national class and Washington State sub-classes (collectively, the “Class Members”), by and through the undersigned attorneys, brings this class action against Defendant Valley Forge Insurance Company (“Valley Forge” 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

1 from Defendant, there are 100 or more Class members nationwide, and the aggregate amount in  
2 controversy exceeds \$5,000,000. The Court has supplemental jurisdiction over Plaintiff's state  
3 law claims under 28 U.S.C. § 1367.

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

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

14 4. Venue is proper in the Western District of Washington pursuant to 28 U.S.C.  
15 § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims at  
16 issue in this Complaint arose in this District. Plaintiff's business is located in Mercer Island,  
17 King County. This action is therefore appropriately filed in the Seattle Division because a  
18 substantial portion of the events giving rise to this lawsuit arose in King County.

### 22 III. PARTIES

23 5. Plaintiff McCulloch own and operates an orthodontics business located at 2817  
24 80<sup>th</sup> Ave. SE, Mercer Island, WA 60606.

25 6. Defendant Valley Forge Insurance Company is an insurance carrier incorporated  
26 in Pennsylvania, with its principal place of business in Bala Cynwyd, Pennsylvania.

1 7. Defendant is authorized to write, sell, and issue business insurance policies in the  
2 District of Columbia and forty-nine (49) states, including the state of Washington. Defendant  
3 conducted business in the state of Washington by selling and issuing business insurance policies  
4 to policyholders including Plaintiff.

5  
6 **IV. NATURE OF THE CASE**

7 8. Due to COVID-19 and a state-ordered mandated closure, Plaintiff's orthodontics  
8 business has been interrupted, curtailed, and suspended. Plaintiff intended to rely on its business  
9 insurance to maintain business income in case of an insured loss. This lawsuit is filed to ensure  
10 that Plaintiff and other similarly-situated policyholders receive the insurance benefits to which  
11 they are entitled and for which they paid.

12 9. Defendant issued one or more insurance policies to Plaintiff, a businessowners  
13 policy and related endorsements ("the Policy"), insuring Plaintiff's property and business  
14 practice and other coverages, with effective dates of August 12, 2019, to August 12, 2020.

15 10. Plaintiff's business property includes property owned and/or leased by Plaintiff  
16 and used for general business purposes for the specific purpose of orthodontics and related  
17 business activities.

18 11. Defendant insurance policy issued to Plaintiff promises to pay Plaintiff for "direct  
19 physical loss of or physical damage to" to covered property.  
20

21 12. The Policy includes coverage for risks of both damage to and loss of covered  
22 property.  
23

24 13. Defendant's insurance policy issued to Plaintiff includes Business Income  
25 Coverage, Extra Expense Coverage, Extended Business Income Coverage and Civil Authority  
26 Coverage.

1 14. Plaintiff paid all premiums for the coverage when due.

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

4 16. In light of this pandemic, Washington Governor Jay Inslee issued certain  
5 proclamations and orders affecting many persons and businesses in Washington, whether  
6 infected with COVID-19 or not, requiring certain public health precautions. Among other things,  
7 Governor Inslee's "Stay Home, Stay Healthy" orders required the closure of all non-essential  
8 businesses, including Plaintiff's business.  
9

10 17. Governor Inslee's "PROCLAMATION BY THE GOVERNOR AMENDING  
11 PROCLAMATION 20-05: 20-24 Restrictions on Non-Urgent Medical Procedures," dated March  
12 19, 2020, also provides, in part:  
13

14 WHEREAS, the health care person protective equipment supply chain in  
15 Washington State has been severely disrupted by the significant increased use of  
16 such equipment worldwide, such that there are now critical shortages of this  
17 equipment for health care workers. To curtail the spread of the COVID-19  
18 pandemic in Washington State and to protect our health care workers as they  
19 provide health care services, it is necessary to immediately prohibit all hospitals,  
ambulatory surgery centers, and dental, orthodontic, and endodontic offices in  
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.

20 18. By order of Governor Inslee, orthodontists including Plaintiff were prohibited  
21 from providing services but for urgent and emergency procedures.

22 19. No COVID-19 virus has been detected on Plaintiff's business premises.

23 20. Plaintiff's property sustained direct physical loss and/or damage related to  
24 COVID-19 and/or the proclamations and orders.  
25  
26

1 21. Plaintiff's property will continue to sustain direct physical loss or damage covered  
2 by the Valley Forge policy or policies, including but not limited to business interruption, extra  
3 expense, interruption by civil authority, and other expenses.

4 22. Plaintiff's property could not be used for its intended purposes.

5 23. As a result of the above, Plaintiff has experienced and will experience loss  
6 covered by the Valley Forge policy or policies.

7 24. After its business was shut down in March 2020, Plaintiff filed a claim for its loss  
8 of income. After an investigation, Defendant denied coverage on May 15, 2020.

9 25. In a letter to Plaintiff dated May 15, 2020, Defendant acknowledged that:

10 The [March 19, 2020] Order [20-24] reflects that, as of March 19, 2020 . . . dental,  
11 orthodontic and endodontic offices are prohibited from providing health care services,  
12 procedures, and surgeries that, if delayed, are not anticipated to cause harm to patient  
13 within the next three months.

14 Yet Defendant denied coverage because there was "no indication that [Plaintiff's] operations  
15 were suspended as a result of direct physical loss or damage[.]"

16 26. Upon information and belief, Valley Forge has denied or will deny all similar  
17 claims for coverage.

18  
19 **V. CLASS ACTION ALLEGATIONS**

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

22 28. The Classes that Plaintiff seeks to represent are defined at this time as:

23 A. ***Business Income Breach of Contract Class:*** All persons and entities in  
24 the United States insured under a Valley Forge policy with Business Income Coverage  
25 who suffered a suspension of their practice at the covered premises related to COVID-19  
26

1 and/or orders issued by Governor Inslee, other Governors, and/or other civil authorities  
2 and whose Business Income claim has been denied by Valley Forge.

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

9           C.     ***Business Income Declaratory Relief Class:*** All persons and entities in the  
10 United States insured under a Valley Forge policy with Business Income Coverage who  
11 suffered a suspension of their practice at the covered premises related to COVID-19  
12 and/or orders issued by Governor Inslee, other Governors, and/or other civil authorities.  
13

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

20           E.     ***Extended Business Income Breach of Contract Class:*** All persons and  
21 entities in the United States insured under a Valley Forge policy with Extended 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 Extended Business Income claim has been denied by  
25 Valley Forge.  
26

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

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

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

9 entities in the United States insured under a Valley Forge policy with Extended 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           H.       ***Extended Business Income Declaratory Relief Washington Subclass:*** All

15 persons and entities in the State of Washington insured under a Valley Forge policy with  
16 Extended 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           I.       ***Extra Expense Breach of Contract Class:*** All persons and entities in the

21 United States insured under a Valley Forge policy with Extra Expense Coverage who  
22 sought to minimize losses from the suspension of their business at the covered premises  
23 in connection with COVID-19 and/or orders issued by Governor Inslee, other Governors,  
24 and/or other civil authorities and whose Extra Expense claim has been denied by Valley  
25 Forge.  
26

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

8 K. ***Extra Expense Declaratory Relief Class:*** All persons and entities in the  
9 United States insured under a Valley Forge policy with Extra Expense Coverage who  
10 sought to minimize losses from the suspension of their business at the covered premises  
11 in connection with COVID-19 and/or orders issued by Governor Inslee, other Governors,  
12 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 a. Valley Forge policy with Extra  
16 Expense Coverage who sought to minimize losses from the suspension of their business  
17 at the covered premises in connection with COVID-19 and/or orders issued by Governor  
18 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 a Valley Forge policy with Civil Authority Coverage who  
22 suffered a suspension of their practice and/or extra expense 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 Civil Authority claim has been denied by Valley Forge.  
25

26 N. ***Civil Authority Breach of Contract Washington Subclass:*** All persons  
and entities in the State of Washington insured under a Valley Forge policy with Civil



1 Authority coverage who suffered a suspension of their business and/or extra expense at  
2 the covered premises related to COVID-19 and/or orders issued by Governor Inslee,  
3 and/or other civil authorities and whose Civil Authority claim has been denied by Valley  
4 Forge.

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

9 P. **Civil Authority Declaratory Relief Washington Subclass:** All persons and  
10 entities in the State of Washington insured under a Valley Forge policy with Civil  
11 Authority Coverage who suffered a suspension of their business at the covered premises  
12 related to COVID-19 and/or orders issued by Governor Inslee, and/or other civil  
13 authorities.

14  
15  
16 29. Excluded from the Classes are Defendant's officers, directors, and employees; the  
17 judicial officers and associated court staff assigned to this case; and the immediate family  
18 members of such officers and staff. Plaintiff reserves the right to amend the Class definitions  
19 based on information obtained in discovery.

20  
21 30. This action may properly be maintained on behalf of each proposed Class under  
22 the criteria of Rule 23 of the Federal Rules of Civil Procedure.

23 31. **Numerosity:** The members of the Class are so numerous that joinder of all  
24 members would be impractical. Plaintiff is informed and believes that the proposed Class  
25 contains hundreds of members. The precise number of class members can be ascertained through  
26 discovery, which will include Defendant's records of policyholders.

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

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

6           B.    Whether Valley Forge acted in a manner common to the class and  
7 wrongfully denied claims for coverage relating to COVID-19 and/or orders issued by  
8 Governor Inslee, other Governors, and/or other civil authorities;

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

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

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

18           F.    Whether Civil Authority Coverage in Valley Forge's policies of insurance  
19 applies to a suspension of practice relating to COVID-19 and/or orders issued by  
20 Governor Inslee, other Governors, and/or civil authorities;

21           G.    Whether Valley Forge has breached its contracts of insurance through a  
22 blanket denial of all claims based on business interruption, income loss or closures  
23  
24  
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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 H. Whether, because of Defendant's conduct, Plaintiff and the class members  
4 have suffered damages; and if so, the appropriate amount thereof; and

5 I. 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 33. **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 Defendant. Plaintiff's claims arise from the same practices and course of conduct  
11 that give rise to the claims of the members of the Class and are based on the same legal theories.

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

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

25 36. **Federal Rule of Civil Procedure 23(b)(2), Declaratory and Injunctive Relief:**  
26 Defendant acted or refused to act on grounds generally applicable to Plaintiff and other members

1 of the proposed classes making injunctive relief and declaratory relief appropriate on a classwide  
2 basis.

3         **37. Federal Rule of Civil Procedure 23(b)(3), Superiority:** A class action is  
4 superior to all other available methods of the fair and efficient adjudication of this lawsuit. While  
5 the aggregate damages sustained by the classes are likely to be in the millions of dollars, the  
6 individual damages incurred by each class member may be too small to warrant the expense of  
7 individual suits. Individual litigation creates a risk of inconsistent and/or contradictory decisions  
8 and the court system would be unduly burdened by individual litigation of such cases. A class  
9 action would result in a unified adjudication, with the benefits of economies of scale and  
10 supervision by a single court.  
11

12                             **VI. CAUSES OF ACTION**

13                             **Count One—Declaratory Judgment**

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

19         **38.** Previous paragraphs alleged are incorporated herein.

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

22         **40.** Plaintiff brings this cause of action on behalf of the Business Income Declaratory  
23 Relief Class, Business Income Declaratory Relief Washington Subclass, Extended Business  
24 Income Declaratory Relief Class, Extended Business Income Declaratory Relief Washington  
25 Subclass, Extra Expense Declaratory Relief Class, Extra Expense Declaratory Relief Washington  
26

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

3 41. Plaintiff seeks a declaratory judgment declaring that Plaintiff and Class Members'  
4 losses and expenses resulting from the interruption of their business are covered by the Policy.  
5 Plaintiff seeks a declaratory judgment declaring that Valley Forge is responsible for timely and  
6 fully paying all such claims.  
7

8 **Count Two—Breach of Contract**

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

15 42. Previous paragraphs alleged are incorporated herein.

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

22 44. The Policy is a contract under which Plaintiff and the class paid premiums to  
23 Valley Forge in exchange for Valley Forge's promise to pay plaintiff and the class for all claims  
24 covered by the Policy.

25 45. Plaintiff has paid its insurance premiums.  
26

1 46. Plaintiff submitted a claim to Valley Forge for its covered loss, and Valley Forge  
2 denied coverage.

3 47. On information and belief, Valley Forge has denied coverage for other similarly  
4 situated policyholders.

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

6 49. Plaintiff is harmed by the breach of the insurance contract by Valley Forge.

7  
8 **VII. PRAYER FOR RELIEF**

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

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

14 3. Damages.

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

16 5. Reasonable attorney fees and costs.

17 6. Such further and other relief as the Court shall deem appropriate.

18  
19 **VIII. JURY TRIAL DEMANDED**

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

21  
22  
23  
24 //

25 //

26 //

1 DATED this 29th day of May, 2020.

2 KELLER ROHRBACK L.L.P.

3  
4 By: s/ Amy Williams-Derry

5 By: s/ Lynn L. Sarko

6 By: s/ Ian S. Birk

7 By: s/ Gretchen Freeman Cappio

8 By: s/ Irene M. Hecht

9 By: s/ Maureen Falecki

10 By: s/ Nathan Nanfelt

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17 By: s/ Alison Chase

Alison Chase, *pro hac vice* forthcoming

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*Attorneys for Plaintiff*

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20  
21  
22  
23 4849-2132-8829, 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

KARA MCCULLOCH DMD MSD PLLC

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

DEFENDANTS

VALLEY FORGE INSURANCE COMPANY

County of Residence of First Listed Defendant Delaware County, PA (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 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 05/29/2020 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

KARA MCCULLOCH DMD MSD PLLC, individually
and on behalf of all others similarly situated

Plaintiff(s)

v.

VALLEY FORGE INSURANCE COMPANY

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Valley Forge Insurance Company
100 Matsonford Road, Suite 200
Radnor, PA 19087

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, Gretch Freeman Cappio, Irene M. Hecht
Ian S. Birk, Maureen Falecki, Alison Chase and Nathan L. 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: