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**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

DENNIS E. DAVIS, individually and on behalf of all others similarly situated,	)	CASE NO.
	)	
Plaintiff,	)	<b>CLASS ACTION COMPLAINT FOR</b>
	)	<b>BREACH OF CONTRACT,</b>
v.	)	<b>CONVERSION, VIOLATION OF THE</b>
	)	<b>WASHINGTON CONSUMER</b>
SYMETRA LIFE INSURANCE COMPANY, an	)	<b>PROTECTION ACT AND</b>
Iowa corporation,	)	<b>DECLARATORY AND INJUNCTIVE</b>
	)	<b>RELIEF</b>
Defendant.	)	
	)	JURY DEMAND
	)	
	)	

**CLASS ACTION COMPLAINT**

Plaintiff Dennis E. Davis (“Plaintiff”), individually and on behalf of all others similarly situated, for his Class Action Complaint against Defendant Symetra Life Insurance Company (“Symetra” or “Defendant”), states and alleges as follows:

**NATURE OF ACTION**

1. This is a class action for breach of contract and conversion to recover amounts that Defendant charged Plaintiff and the proposed class in excess of the amounts authorized by the express terms of their life insurance policies. Plaintiff’s breach of contract claim is supported exclusively by the written provisions of his policy, which are materially the same as those of

1 other policies held by the members of the proposed class, and not subject to individual  
2 negotiation.

3 2. The terms of Plaintiff's life insurance policy provide for a "Cash Value"  
4 consisting of monies held in trust by Defendant for Plaintiff, and Defendant is contractually  
5 bound to deduct from the Cash Value only those charges that are explicitly identified and  
6 authorized by the policy's terms.

7 3. Despite unambiguous language in the policy, which is a fully integrated insurance  
8 agreement, Defendant breaches the policy by deducting charges from Plaintiff's Cash Value in  
9 excess of the amounts specifically permitted by the policy, and those breaches are continuous  
10 and ongoing.

11 4. Defendant has caused material harm to Plaintiff and the proposed class by  
12 improperly draining monies they have accumulated in the Cash Values under their policies.  
13 Every unauthorized dollar taken from policy owners is one less dollar that can be used to: invest  
14 through the policy; pay future premiums; increase the death benefit; use as collateral for policy  
15 loans; or withdraw as cash. Class members face a "lose-lose" decision: continue to pay the  
16 overcharges to maintain their insurance or surrender the policy after having paid significant  
17 premiums for decades.

18 5. Plaintiff brings this case as a class action under Federal Rule of Civil Procedure  
19 23, individually and on behalf of the following persons (the "class"):

20 All persons who own or owned a life insurance policy issued or administered by  
21 Defendant, the terms of which provide or provided for: 1) an insurance or cost of  
22 insurance charge or deduction calculated using a rate that is determined based on  
23 Defendant's expectations as to future mortality experience; 2) additional but  
separate policy charges, deductions, or expenses; 3) an investment, interest-  
bearing, or savings component; and 4) a death benefit.

24 6. On behalf of himself and the class, Plaintiff seeks to recover compensatory and  
25 punitive damages, as well as declaratory and injunctive relief.

26

1 **PARTIES**

2 7. Plaintiff Dennis E. Davis resides in Des Moines, Iowa, and is a citizen of the State  
3 of Iowa.

4 8. Defendant is a corporation incorporated under the laws of the State of Iowa, with  
5 its principal place of business located in Bellevue, Washington.

6 **JURISDICTION AND VENUE**

7 9. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d)(2), because  
8 this is a class action in which at least one member of the class is a citizen of a state different from  
9 Defendant, the amount in controversy exceeds \$5 million exclusive of interest and costs, and the  
10 proposed class contains more than 100 members.

11 10. Venue is proper in this judicial district under 28 U.S.C. § 1391 because Defendant  
12 is a resident of this district and a substantial portion of the events giving rise to Plaintiff's causes  
13 of action occurred in this district.

14 **FACTUAL BACKGROUND**

15 11. Plaintiff purchased from American States Life Insurance Company an  
16 "Adjustable Life Policy" bearing policy number 00534812, with an effective date of September  
17 16, 1987, and an initial specified amount of \$100,000 (the "Policy"). A true and accurate copy  
18 of the Policy is attached hereto as Exhibit A and incorporated herein by reference.

19 12. American States Life Insurance Company merged into Defendant, effective  
20 October 1, 2005, making Defendant the effective and liable insurer of the Policy.

21 13. Plaintiff has always been both the "owner" and the "insured" under the Policy,  
22 which was surrendered on October 9, 2020.

23 14. Defendant was the effective and liable insurer of the Policy and policies meeting  
24 the class definition (the "Class Policies").

25 15. The Policy was "a legal contract" between Plaintiff and Defendant. Ex. A at 1.  
26

1           16.     The entire contract between Plaintiff and Defendant consists of the Policy, the  
2 application, and any supplemental application. Ex. A at 11 & Waiver of Cost of Insurance Rider  
3 (General Provisions) (“This rider is made a part of the policy to which it is attached.”).

4           17.     The terms of the Policy are not subject to individual negotiation and are materially  
5 the same for all policyholders.

6           18.     Only the President, a Vice President, or the Secretary of Defendant has authority  
7 to change, modify or waive any policy provisions. Ex. A at 11.

8           19.     Defendant has issued and administered, and currently administers, all aspects of  
9 the Policy and Class Policies, including collecting premiums, and setting, assessing, and  
10 deducting policy charges.

11           20.     In addition to a death benefit, the Policy and Class Policies provide policyholders  
12 an investment, savings, or interest-bearing component, that accumulates value over time.  
13 Although the savings component in certain of the Class Policies may be identified by a different  
14 name, it is identified in the Policy and throughout this Complaint as the “Cash Value.”

15           21.     Generally, like Plaintiff and class members, universal life insurance  
16 policyholders contribute premiums, the net amount of which, after a “Percentage of  
17 Premium Expense Charge” is deducted, are deposited into the Cash Value of a policy,  
18 from which the insurer deducts monthly charges as authorized by the policy.

19           22.     The Policy and Class Policies expressly define the components of the Cash Value,  
20 and how it is calculated:

21           On each Monthly Anniversary Day, the Cash Value is equal to (a), plus (b), minus  
22 (c), plus (d), where:

23           (a) is the cash value on the preceding Monthly Anniversary Day.

24           (b) is all net premiums received since the preceding Monthly Anniversary Day.

25           (c) is the cost of insurance for the month preceding the Monthly Anniversary Day.  
26

1 (d) is one month's interest on the result of item (a) less item (c).

2 On any day other than a Monthly Anniversary Day, the cash value shall be  
3 calculated as (e), plus (f), minus (g), where:

4 (e) is the cash value as of the preceding Monthly Anniversary Day.

5 (f) is all net premiums received since the preceding Monthly Anniversary Day.

6 (g) is the monthly deduction for the month following the preceding Monthly  
Anniversary Day.

7 Ex. A at 14.

8 23. The Policy expressly defines the specific charges that Defendant may assess and  
9 deduct from Plaintiff's premium payments and the Policy's Cash Value. Defendant may assess  
10 charges and take deductions only as allowed by the Policy.

11 24. The Policy authorizes Defendant to deduct the Cost of Insurance from the Cash  
12 Value, and expressly defines how the Cost of Insurance is calculated:

13 The cost of insurance is determined on a monthly basis. It is the cost for this Policy  
14 plus the cost for any riders. The cost of insurance for the Insured is calculated as  
(a) multiplied by the result of (b) minus (c), where:

15 (a) is the cost of insurance rate as described in the Cost of Insurance rates section;

16 (b) is the Insured's Death Benefit at the beginning of the policy month divided by  
1.0032737;

17 (c) is the cash value at the beginning of the policy month.

18 Ex. A at 14-15.

19 25. Under the explicit terms of the Policy, Defendant is authorized to use only the  
20 insured's age, sex, rate class, and the Defendant's expectations as to future mortality experience  
21 when determining the Policy's Cost of Insurance Rates:

22 The monthly cost of insurance rate is based on the sex, attained age, and rating class  
23 of the person insured. ... Monthly cost of insurance rates will be determined by us  
24 from time to time based on our expectations as to future mortality experience. ...  
[T]he cost of insurance rates will not be greater than those shown in the Table of  
Guaranteed Maximum Insurance Rates.

25 Ex. A at 15.

26

1           26.    Age, sex, and rate class are factors commonly used within the life insurance  
2 industry to determine the mortality expectations of an insured or group or class of insureds.

3           27.    Because the Policy specifically identifies age, sex, and rate class as the defining  
4 components of the Cost of Insurance Rates, and expressly states that current Cost of Insurance  
5 Rates are based on Defendant’s expectations as to future mortality experience, the parties agree  
6 that mortality expectations are what determine Cost of Insurance Rates under the Policy.

7           28.    Like the Policy, the Class Policies disclose similar periodic deductions that  
8 Defendant is authorized to take from policyholders’ Cash Values, including specifically, the Cost  
9 of Insurance that is calculated using Cost of Insurance Rates that Defendant must determine  
10 based on its expectations as to future mortality experience, and separate premium expense  
11 charges in fixed amounts.

12           29.    Although the Policy and Class Policies authorize Defendant to use only its  
13 “expectations as to future mortality experience” when determining Cost of Insurance Rates,  
14 Defendant uses other factors, not authorized by the Policy, when determining such rates,  
15 including without limitation, expense experience.

16           30.    By including other factors when determining Cost of Insurance Rates, Defendant  
17 knowingly causes those rates to be greater than what is explicitly authorized by the Policy and  
18 Class Policies.

19           31.    By loading Cost of Insurance Rates with unauthorized factors, Defendant  
20 repeatedly and continuously breaches the Policy and Class Policies by impermissibly inflating  
21 those rates such that they substantially exceed Defendant’s “expectations as to future mortality  
22 experience.”

23           32.    The inflated Cost of Insurance Rates used by Defendant cause the monthly Cost  
24 of Insurance to be deducted in amounts greater than those explicitly authorized by the Policy and  
25 Class Policies. Consequently, Defendant deducts from the Cash Value an amount for the Cost of  
26 Insurance that is greater than that authorized under the Policy and Class Policies. On information

1 and belief, during several years he owned the Policy, Defendant's expectations as to future  
2 mortality experience accounted for less than half of the amounts deducted from Plaintiff's Cash  
3 Value for the Cost of Insurance, meaning that more than 50% of the Cost of Insurance deducted  
4 consisted of other factors not authorized by the Policy.

5 33. Each of Defendant's past and future Cost of Insurance deductions from the Cash  
6 Values of Plaintiff and the class constitutes a separate breach of contract.

7 34. As a direct and proximate result of Defendant's breaches, therefore, Plaintiff and  
8 the class have been damaged, and those damages are continuing in nature in that Defendant has  
9 taken and will continue to take Cost of Insurance deductions in unauthorized amounts from  
10 policyholders' Cash Values.

11 35. The nature of Defendant's conduct is such that Plaintiff and each member of the  
12 class would be unaware that Defendant was engaging in wrongdoing by taking Cost of Insurance  
13 deductions in inflated charges and improper amounts from Cash Values. Defendant possesses  
14 the actuarial information and equations underlying the computation of rates and charges for the  
15 Policy. The Cost of Insurance Rates used to calculate Cost of Insurance deductions are not  
16 disclosed to policy owners, nor are the components or factors that comprise those rates. And  
17 even if they were, members of the class would lack the knowledge, experience, or training to  
18 reasonably ascertain how Defendant calculated the rates and deductions included in the Policy.

19 36. Because of its superior knowledge of the computations, Defendant was aware that  
20 Plaintiff and each member of the class did not know about the improper deductions. Defendant  
21 sent Plaintiff and the class annual statements each year that identified each month's Cost of  
22 Insurance deduction while affirmatively concealing the factors Defendant used to determine the  
23 Cost of Insurance Rates. Concealment of its conduct and failure to disclose its conduct to  
24 Plaintiff and the class constitutes fraudulent concealment and therefore tolls the statute of  
25 limitations for Plaintiff and proposed class members. Plaintiff did not learn of Defendant's  
26 breaches until after he had engaged counsel and consulted an actuarial expert in October 2020.

1 37. Plaintiff did not discover nor, through reasonable diligence, could he have  
2 discovered the facts establishing Defendant's breaches or the harm caused thereby.

3 **CLASS ACTION ALLEGATIONS**

4 38. Pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(1), 23(b)(2), 23(b)(3)  
5 and/or 23(c)(4), Plaintiff brings this action on behalf of himself and all others similarly situated,  
6 and seeks to represent the following class:

7 All persons who own or owned a life insurance policy issued or administered by  
8 Defendant, the terms of which provide or provided for: 1) an insurance or cost of  
9 insurance charge or deduction calculated using a rate that is determined based on  
10 Defendant's expectations as to future mortality experience; 2) additional but  
separate policy charges, deductions, or expenses; 3) an investment, interest-  
bearing, or savings component; and 4) a death benefit.

11 39. Excluded from the class is Defendant, any entity in which Defendant has a  
12 controlling interest, any of the officers, directors, or employees of the Defendant, the legal  
13 representatives, heirs, successors, and assigns of the Defendant, anyone employed with  
14 Plaintiff's counsels' firms, any Judge to whom this case is assigned, and his or her immediate  
15 family. Also excluded from the class is any policy that explicitly discloses all the factors  
16 Defendant used to calculate its rates and charges.

17 40. Plaintiff's claims satisfy the numerosity, typicality, adequacy, commonality, and  
18 superiority requirements under Federal Rule of Civil Procedure 23, as set forth more fully herein.

19 41. The persons who fall within the class number in at least the hundreds and most  
20 likely thousands, and thus the numerosity standard is satisfied. Because class members are  
21 geographically dispersed across the country, joinder of all class members in a single action is  
22 impracticable.

23 42. There are questions of law and fact common to the claims of Plaintiff and the  
24 class that predominate over any questions affecting only individual class members. The  
25 questions of law and fact arising from Defendant's actions that are common to the class include,  
26 without limitation:



- a. Whether Defendant is permitted by the Class Policies to use factors other than those disclosed in the Class Policies to determine the monthly Cost of Insurance Rates used to calculate insurance policy deductions;
- b. Whether Defendant added, included, or relied on factors not specified in the Class Policies when determining the monthly Cost of Insurance Rates used to calculate Cost of Insurance deductions;
- c. Whether Defendant added, included, or relied on factors unrelated to mortality expectations in setting and determining Cost of Insurance Rates, despite the policy provisions providing that Cost of Insurance Rates will be based on expectation as to future mortality experience;
- d. Whether Defendant breached the terms of the Class Policies;
- e. Whether the class sustained damages as a result of Defendant's breaches of contract;
- f. Whether the class is entitled to damages, restitution, and/or other equitable relief requiring Defendant to make deductions from Cash Values in accordance with the terms of the Class Policies in the future; and
- g. Whether the class, or a subset of the class, is entitled to declaratory relief stating the proper construction and/or interpretation of the Class Policies.

43. The questions set forth above predominate over any questions affecting only individual persons, and a class action is superior with respect to considerations of consistency, economy, efficiency, fairness, and equity to other available methods for the fair and efficient adjudication of the claims asserted herein.

44. Plaintiff's claims are typical of the claims of the class in that Plaintiff and the class members all purchased policies containing the same or similar limitations on the amounts that Defendant could charge its policyholders or deduct from their Cash Values under the express terms of the Policy and Class Policies.

45. Plaintiff will fairly and adequately protect and represent the interests of the proposed class, because his interests are aligned with, and not antagonistic to, those of the proposed class, and he is represented by counsel who are experienced and competent in the prosecution of class action litigation and have particular expertise with class action litigation on behalf of owners of universal life insurance policies.

1 46. Maintenance of this action as a class action is a fair and efficient method for  
2 adjudicating this controversy. It would be impracticable and undesirable for each member of the  
3 class to bring a separate action. Because of the relatively small size of individual class member's  
4 claims, absent a class action, most class members would likely find the cost of litigating their  
5 claims prohibitively high and would have no effective remedy. In addition, the maintenance of  
6 separate actions would place a substantial and unnecessary burden on the courts and could result  
7 in inconsistent adjudications, while a single class action can determine, with judicial economy,  
8 the rights of all class members.

9 **COUNT I: BREACH OF CONTRACT**

10 **(Cost of Insurance)**

11 47. The preceding paragraphs are incorporated by reference as if fully alleged herein.

12 48. Plaintiff and the class purchased life insurance policies—the Policy and Class  
13 Policies—from Defendant.

14 49. The Policy and Class Policies are valid and enforceable contracts between the  
15 Defendant and Plaintiff and class members.

16 50. Plaintiff and the class substantially performed their obligations under the terms  
17 of the Policy and Class Policies.

18 51. By including unauthorized and undisclosed factors in the monthly Cost of  
19 Insurance Rates, Defendant impermissibly causes those rates to be greater than those authorized  
20 by the Policy and the Class Policies.

21 52. Because Defendant calculates the amount to be deducted from the Cash Values  
22 of Plaintiff and the class for the Cost of Insurance using monthly Cost of Insurance Rates that  
23 are greater than those authorized by the Policy and Class Policies, Defendant has taken and will  
24 take Cost of Insurance deductions from the Cash Values of Plaintiff and the class in amounts  
25 greater than those authorized by their policies.  
26

1 53. Defendant's practice of taking Cost of Insurance deductions in amounts not  
2 authorized by the Policy and Class Policies constitutes a breach of the policies.

3 54. As a direct and proximate result of Defendant's breach, Plaintiff and the class  
4 have sustained damages that are continuing in nature in an amount to be determined at trial.

5 **COUNT II: BREACH OF CONTRACT**

6 **(Improving Expectations as to Future Mortality Experience)**

7 55. The preceding paragraphs are incorporated by reference as if fully alleged herein.

8 56. When setting monthly Cost of Insurance Rates, the Policy and Class Policies  
9 authorize Defendant to consider only its expectations as to future mortality experience.

10 57. Although mortality expectations have generally improved because people are  
11 living longer today than when the Policy and Class Policies were initially priced, Defendant has,  
12 on information and belief, failed to reduce monthly Cost of Insurance Rates for the Policy and  
13 Class Policies.

14 58. Defendant's failure to reduce these rates even though its expectations of future  
15 mortality experience improved constitutes a breach of the Policy and Class Policies.

16 59. As a direct and proximate result of Defendant's breach, Plaintiff and the class  
17 have sustained damages that are continuing in nature in an amount to be determined at trial.

18 **COUNT III: CONVERSION**

19 60. The preceding paragraphs are incorporated by reference as if fully alleged herein.

20 61. Plaintiff and the class had a property interest in the funds Defendant deducted  
21 from their Cash Values in excess of the amounts permitted by the terms of the Policy and Class  
22 Policies.

23 62. Defendant intentionally and substantially interfered with that property interest.  
24 By taking Cost of Insurance deductions in unauthorized amounts from the Cash Values of  
25 Plaintiff and the class, Defendant assumed and exercised ownership over, and misappropriated  
26

1 or misapplied, specific funds held in trust for the benefit of Plaintiff and the class, without  
2 authorization or consent and in hostility to the rights of Plaintiff and class members.

3 63. Defendant continues to retain these funds unlawfully. At no time did Plaintiff or  
4 any class member consent to such wrongful retention of funds by Defendant.

5 64. Defendant's wrongful exercise of control over the personal property of Plaintiff  
6 and class members constitutes conversion.

7 65. As a direct and proximate result of Defendant's conduct, Plaintiff and the class  
8 have been damaged, and these damages are continuing in nature.

9 66. Although requiring expert testimony, the amounts of unauthorized Cost of  
10 Insurance deductions Defendant took from Plaintiff and the class are capable of determination,  
11 to an identified sum, by comparing Plaintiff's actual Cost of Insurance deduction each month to  
12 a Cost of Insurance deduction calculated using a monthly Cost of Insurance Rate determined  
13 using Defendant's expectations as to future mortality experience.

14 67. Defendant intended to cause damage to Plaintiff and the class by deducting more  
15 from their Cash Value than was authorized by the Policy and Class Policies

16 68. By reason of the foregoing, Plaintiff and class members are entitled to recover  
17 from Defendant all damages and costs permitted by law, including all amounts Defendant  
18 wrongfully converted.

19 **COUNT IV: VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT**

20 69. The preceding paragraphs are incorporated by reference as if fully alleged herein.

21 70. Defendant engaged in unfair or deceptive acts or practices by materially failing  
22 to disclose and concealing from Plaintiff and class members the factors used to calculate monthly  
23 Cost of Insurance Rates and the basis for the amounts deducted from their Cash Values for the  
24 Cost of Insurance. Defendant alone, and not Plaintiff and class members, possesses the actuarial  
25 information and equations underlying the determination and computation of rates and charges  
26 for the Policies, such that Plaintiff and class members were unaware of Defendant's unfair and

1 deceptive acts and practices.

2 71. Defendant provides life insurance in Washington. Defendant's unfair and  
3 deceptive acts or practices therefore occurred in trade or commerce as part of its business  
4 operations.

5 72. Defendant's unfair and deceptive acts and practices impact the public interest.  
6 Washington regulates the insurance industry and deems misconduct by licensed insurers to affect  
7 the public interest. Moreover, Defendant's conduct applies uniformly to individuals obtaining  
8 life insurance policies from Defendant and if action is not taken, Defendant will continue to  
9 commit such wrongful acts against present and future insureds.

10 73. Plaintiff and class members have been injured by Defendant's unfair and  
11 deceptive acts or practices. Plaintiff and class members have a property interest in their Cash  
12 Values and the funds wrongfully deducted by Defendant. Defendant's wrongful conduct injured  
13 that property by reducing its value and depriving Plaintiff and class members of interest  
14 payments that would otherwise have accrued. This injury was caused by Defendant's Cost of  
15 Insurance deductions in unauthorized amounts and material omissions regarding the calculation  
16 of these deductions.

17 74. Plaintiff and class members are entitled to recover from Defendant their actual  
18 damages, treble damages, costs, and attorneys' fees.

19 **COUNT V: DECLARATORY AND INJUNCTIVE RELIEF**

20 75. The preceding paragraphs are incorporated by reference as if fully alleged herein.

21 76. An actual controversy has arisen and now exists between Plaintiff and the class,  
22 on the one hand, and Defendant, on the other, concerning the respective rights and duties of the  
23 parties under the Policy and Class Policies.

24 77. Plaintiff contends that Defendant has breached the Policy and Class Policies in  
25 the following respects:  
26

1 a. By using unauthorized and undisclosed factors to compute the monthly Cost of  
2 Insurance Rates under the Policy and Class Policies, Defendant impermissibly  
3 increased monthly Cost of Insurance Rates for the Policy and Class Policies and,  
4 as a result, made Cost of Insurance deductions from the Cash Values of Plaintiff  
5 and the class in amounts greater than those authorized by the Policy and Class  
6 Policies.

7 b. By failing to reduce Cost of Insurance Rates to reflect Defendant's improving  
8 expectations as to future mortality experience.

9 78. Plaintiff therefore seeks a declaration of the parties' respective rights and duties  
10 under the Policy and Class Policies and requests the Court to declare the aforementioned conduct  
11 of Defendant as unlawful and in material breach of the Policy and Class Policies so that future  
12 controversies may be avoided.

13 79. Pursuant to a declaration of the parties' respective rights and duties under the  
14 Policy and Class Policies, Plaintiff further seeks an injunction temporarily, preliminarily, and  
15 permanently enjoining Defendant (1) from continuing to engage in conduct in breach of the  
16 Policy and Class Policies, and from continuing to deduct unlawfully inflated amounts for the  
17 Cost of Insurance in violation of the Policy and Class Policies; and (2) ordering Defendant to  
18 comply with terms of the Policy and Class Policies in regards to its Cost of Insurance deductions  
19 from Plaintiff and class members' Cash Values.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,  
22 requests relief and judgment against Defendant as follows:

23 a. That the Court enter an order certifying the class, appointing Plaintiff as a  
24 representative of the class, appointing Plaintiff's counsel as class counsel, and  
25 directing that reasonable notice of this action, as provided by Federal Rule of  
26 Civil Procedure 23(c)(2), be given to the class;

- 1 b. For a judgment against Defendant for the causes of action alleged against it;  
2 c. For compensatory damages in an amount to be proven at trial;  
3 d. For exemplary damages;  
4 e. For a declaration that Defendant's conduct as alleged herein is unlawful and in  
5 material breach of the Policy and Class Policies;  
6 f. For appropriate injunctive relief, enjoining Defendant from continuing to engage  
7 in conduct related to the breach of the Policy and Class Policies;  
8 g. For pre-judgment and post-judgment interest at the maximum rate permitted by  
9 law;  
10 h. For Plaintiff's costs incurred; and  
11 i. For such other relief in law or equity as the Court deems just and proper.

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands a trial by jury on all issues so triable.

14 DATED this 20th day of April, 2021.

15 TOUSLEY BRAIN STEPHENS PLLC

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