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KEVIN STOCK
COUNTY CLERK
NO: 20-2-06534-5

**SUPERIOR COURT OF WASHINGTON
FOR PIERCE COUNTY**

**J BELLS, LLC DBA BISHOPS
CUTS AND COLORS**
Plaintiff ,

v.

**SENTINEL INSURANCE
COMPANY, LIMITED**

Defendant.

NO.

COMPLAINT

PLAINTIFF'S COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff, J BELLS, LLC DBA BISHOPS CUTS AND COLORS, and files this Complaint against SENTINEL INSURANCE COMPANY, LIMITED, ("Sentinel") and in support thereof, would show as follows:

I.
PARTIES AND SERVICE

Plaintiff is doing business in Pierce County, Washington.

Sentinel is in the business of insurance in the State of Washington. The insurance business done by Sentinel in Washington includes, but is not limited to, the following:

- The making and issuing of contracts of insurance with the Plaintiff;
- The taking or receiving of application for insurance, including the Plaintiff's application for insurance;
- The receiving or collection of premiums, commissions, membership fees, assessments, dues or other consideration for any insurance or any part thereof, including any such consideration or payments from the Plaintiff; and

- The issuance or delivery of contracts of insurance to residents of this state or a person authorized to do business in this state, including the Plaintiff.

Defendant **Sentinel Insurance Company, Limited**, is an insurance carrier incorporated and domiciled in Connecticut, with its principal place of business in Hartford, Connecticut.

II. **JURISDICTION AND VENUE**

Venue is appropriate in Pierce County, Washington because all or part of the conduct giving rise to the causes of action were committed in Pierce County, Washington and Plaintiff and Properties which are the subject of this suit are located in Pierce County, Washington.

III. **BACKGROUND FACTS**

Plaintiff is the owner of an Insurance Policy (hereinafter referred to as "the Policy"). Defendant provided the Plaintiff's business insurance for the business located at 3633 Market Place W., Suite 6, University Place, WA 98466 (hereinafter referred to as "the Property"). Sentinel sold the Policy insuring the Properties to Plaintiff.

During the terms of said Policy, Plaintiff has sustained and will sustain covered losses during the Covid-19 outbreak and subsequent Pierce County and State of Washington Orders and Plaintiff reported same to Sentinel pursuant to the terms of the Policy. Plaintiff asked that Sentinel cover the cost for business interruption to the Properties pursuant to the Policy. Sentinel assigned James Ferguson to adjust the claim and investigate the loss related to business interruption. The claim has been wrongfully denied. To date, Sentinel has mishandled Plaintiff's claim and caused and will continue to cause Plaintiff further and additional damages.

Sentinel made no request to Plaintiff for documents or information relating to the claim, and it denied Plaintiff's claims within days the claims were presented meaning it could not have done a proper or thorough investigation.

Sentinel made material misrepresentations about Policy provisions, coverage and the law in Washington applying thereto. Sentinel and its agents have kept and have in their possession a claim file which details the Plaintiff's claim and its investigation, adjustment and subsequent denial of the claim.

Sentinel wrongfully denied Plaintiff's claim for business interruption even though the Policy provides coverage for losses such as those suffered by Plaintiff, including Business Income and Civil Authority. Furthermore, by information and belief, Sentinel engaged its agents to misrepresent Policy provisions and coverage. To date, Sentinel continues to deny the payment for Plaintiff's loss of business.

IV. CAUSES OF ACTION

A. BREACH OF CONTRACT

Plaintiff re-alleges the foregoing paragraphs. Sentinel and its agents' conduct constitutes a breach of the insurance contract between it and Plaintiff. Sentinel's failure and/or refusal, as described above, to pay Plaintiff adequate compensation as it is obligated to do under the terms of the Policy in question, and under the laws of the State of Washington, constitutes a breach of the insurance contract with Plaintiff.

The Policy is a contract under which Plaintiff paid premiums to Sentinel in exchange for Sentinel's promise to pay Plaintiff for all claims covered by the Policy. Sentinel failed to perform its contractual duty to adequately compensate Plaintiff under the terms of the Policy. Specifically, Sentinel wrongfully denied coverage for Civil Authority and loss of Business Income and refused to offer the full proceeds of the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover Plaintiff's business loss, and all conditions precedent to recovery under the Policy have been carried out and accomplished by Plaintiff. Sentinel's conduct

constitutes a breach of the insurance contract between it and Plaintiff.

Sentinel's breach of the insurance policy was unreasonable, frivolous, and unfounded and thus constitutes bad faith.

B. NONCOMPLIANCE WITH WASHINGTON INSURANCE FAIR CONDUCT ACT (IFCA) AND CONSUMER PROTECTION ACT (CPA)

Plaintiff re-alleges the foregoing paragraphs. Washington law provides a private cause of action against an insurer for breaching the duty of good faith. Sentinel's breach of the duty of good faith caused Plaintiff damages in the form of unpaid policy benefits, together with attorneys' fees.

Sentinel unreasonably denied Plaintiff's claim and has violated the following regulations governing unfair claims settlement practices: 1) misrepresentation of policy provisions; 2) failure to acknowledge communications; and 3) failure to promptly and adequately investigate a claim.

Further, Sentinel's conduct (1) is unfair and deceptive, (2) occurred in the conduct of trade or commerce, (3) impacts the public interest, (4) caused injury to the plaintiff's business or property, and (5) caused the damage Plaintiff has suffered. Sentinel has also violated the CPA by one or more of the following:

- Misrepresenting pertinent facts or insurance policy provisions;
- Failing to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies;
- Failing to adopt and implement reasonable standards for the prompt investigation of claims arising under insurance policies;
- Refusing to pay claims without conducting a reasonable investigation;
- Not attempting in good faith to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.

For such violations, Plaintiff is entitled to actual damages, damages equal to three times the actual damages, as well as other costs, including attorneys' fees, court costs and statutory

litigation costs.

V.

In addition, as to any exclusion, condition, or defense pled by Defendant, Plaintiff would show that:

The clear and unambiguous language of the policy provides coverage for business interruption and other losses to the Property caused by losses made the basis of Plaintiff's claims;

In the alternative, any other construction of the language of the policy is void as against public policy;

Any other construction and its use by the Defendant violate the Washington law and is void as against public policy;

Any other construction is otherwise void as against public policy, illegal, and violates state law and administrative rule and regulation.

In the alternative, should the Court find any ambiguity in the policy, the rules of construction of such policies mandate the construction and interpretation urged by Plaintiff;

In the alternative, Defendant is judicially, administratively, or equitably estopped from denying Plaintiff's construction of the policy coverage at issue;

In the alternative, to the extent that the wording of such policy does not reflect the true intent of all parties thereto, Plaintiff pleads the doctrine of mutual mistake requiring reformation.

VIII.

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that Defendant be cited to appear and answer herein; that, on final hearing, Plaintiff have judgment against Defendant for an amount, deemed to be just and fair by the jury, which will be a sum within the jurisdictional limits of this Court. Plaintiff further pleads for costs of suit; for interest on the judgment; for pre-

judgment interest; and, for such other and further relief, in law or in equity, either general or special, including the non-monetary relief of declaratory judgment against Defendant, to which Plaintiff may be justly entitled.

Respectfully submitted,

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/s/ Lance Loyd

BY: _____
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ATTORNEY FOR PLAINTIFF

PLAINTIFF REQUESTS A TRIAL BY JURY