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18 *Counsel for Plaintiffs William Tsiouvaras and*
19 *Ann Tsiouvaras and all others similarly situated*

20 UNITED STATES DISTRICT COURT
21 DISTRICT OF COLORADO

22 WILLIAM TSIIOUVARAS and ANN
23 TSIIOUVARAS on behalf of themselves
24 and all others similarly situated,

25 Plaintiffs,

26 v.

27 PROGRESSIVE DIRECT INSURANCE
28 COMPANY, an Ohio Corporation, and
DOES 1-10, inclusive,

Defendants

) Case No.

) **CLASS ACTION COMPLAINT**

) **1: Violation of Colorado Revised
Statutes (“C.R.S.”) § 10-3-1115, et seq.
(unreasonable delay/denial of payment
for benefits owed by insurer)**

) **2: Violation of Colorado Deceptive
Trade Practices Act, C.R.S. § 6-1-105,
et seq.**

) **3: Bad Faith Breach of Insurance
Contract**

) **JURY TRIAL DEMANDED**

1 Plaintiffs WILLIAM TSIIOUVARAS (“MR. TSIIOUVARAS”) and ANN
2 TSIIOUVARAS (“MRS. TSIIOUVARAS”), on behalf of themselves and all others
3 similarly situated, allege the following:

4 **JURISDICTION AND VENUE**

5 1. This Court has diversity jurisdiction over this class action pursuant to 28
6 U.S.C. § 1332 as amended by the Class Action Fairness Act of 2005 because the matter
7 in controversy exceeds \$5,000,000, exclusive of interest and costs, and is a class action in
8 which some members of the class are citizens of different states than the Defendants. *See*
9 28 U.S.C. § 1332(d)(2)(A).

10 2. This Court also has personal jurisdiction over Defendants because Defendants are
11 authorized to do business, and currently do business, in this state.

12 3. Venue is proper in this jurisdiction pursuant to 28 U.S.C. § 1391 because
13 Defendant PROGRESSIVE DIRECT INSURANCE COMPANY (“PROGRESSIVE”)
14 has conducted business in this District and is subject to personal jurisdiction and a
15 substantial portion of the conduct complained of herein occurred in this District.

16 **PARTIES**

17 4. Plaintiff, MR. TSIIOUVARAS, at all relevant times herein, was and is a citizen and
18 resident of the State of Colorado. MR. TSIIOUVARAS and MRS. TSIIOUVARAS jointly
19 obtained automobile insurance from PROGRESSIVE which covered the 2016 calendar
20 year, for a FORD FIESTA SE HATCHBACK personal automobile they owned.

21 5. Plaintiff, MRS. TSIIOUVARAS, at all relevant times herein, was and is a citizen
22 and resident of the State of Colorado. MRS. TSIIOUVARAS and MR. TSIIOUVARAS
23 jointly obtained automobile insurance from PROGRESSIVE which covered the 2016
24 calendar year, for a FORD FIESTA SE HATCHBACK personal automobile they owned.

25 6. Defendant PROGRESSIVE is an Ohio corporation, with its corporate
26 headquarters located in the State of Ohio. PROGRESSIVE also conducts a substantial
27 amount of business nationwide, including in Colorado.
28

1 7. Plaintiffs are unaware of the true names and capacity of the defendants sued as
2 DOES 1-10, and therefore sue these defendants by fictitious names. Plaintiffs will seek
3 leave to amend this Complaint when and if the true identities of these DOE defendants
4 are discovered. Plaintiffs are informed and believe and thereon allege that each of the
5 defendants designated as a DOE is responsible in some manner for the acts and
6 occurrences alleged herein, whether such acts or occurrences were committed
7 intentionally, negligently, recklessly or otherwise, and that each said DOE defendant
8 thereby proximately caused injuries and damages to Plaintiffs and the Class as herein
9 alleged, and is thus liable for Plaintiffs' and the Class's injuries.

10
11 8. At all times herein mentioned, Defendants, and each of them, were the agents,
12 principals, servants, employees, and subsidiaries of each of the remaining Defendants,
13 and were at all times acting within the purpose and scope of such agency, service, and
14 employment, and directed, consented, ratified, permitted, encouraged, and approved the
15 acts of each remaining defendant.

16 **PRELIMINARY ALLEGATIONS**

17 9. This action arises out of PROGRESSIVE's practice of unlawfully failing to pay its
18 insureds – specifically holders of PROGRESSIVE automobile insurance policies –
19 certain statutory mandated fees in the event an automobile accident or other event results
20 in a total loss determination by PROGRESSIVE for the insured's vehicle. The specific
21 statutory fees PROGRESSIVE uniformly fails to pay as part of its normal business
22 practices are mandated by Colorado Revised Statutes ("C.R.S.") § 10-4-639(1), and
23 include, without limitation, title and registration fees associated with a motor vehicle's
24 total loss.

25 10. MR. TSIIOUVARAS and MRS. TSIIOUVARAS obtained an automobile insurance
26 policy from PROGRESSIVE covering the 2016 calendar year for the FORD FIESTA SE
27 HATCHBACK automobile they owned during that time period. The policy provided for
28 coverage in the event of total loss of the motor vehicle.

1 11. On or about May 8, 2016, Plaintiffs' FORD FIESTA SE HATCHBACK was in an
2 accident. Subsequently, MR. TSIIOUVARAS submitted a claim to PROGRESSIVE
3 based on the insurance policy he had obtained from PROGRESSIVE for the FORD
4 FIESTA SE HATCHBACK.

5 12. Ultimately, in a "Settlement Summary" document, PROGRESSIVE provided MR.
6 TSIIOUVARAS with the total amount it would agree to pay for the claim.

7 PROGRESSIVE apparently determined during its investigation the FORD FIESTA SE
8 HATCHBACK was a total loss as a result of the accident, and provided MR.

9 TSIIOUVARAS with an accounting of the insurance benefits it would pay him in light of
10 the total loss. The "Settlement Summary" document related to the total loss of the FORD
11 FIESTA SE HATCHBACK is attached hereto as Exhibit "1".

12 13. As stated in the "Settlement Summary" document, PROGRESSIVE did not agree
13 to pay MR. TSIIOUVARAS the total amount of title and registration fees associated with
14 the total loss of the FORD FIESTA SE HATCHBACK. To date, PROGRESSIVE has
15 not paid the policy holders, MR. TSIIOUVARAS or MRS. TSIIOUVARAS, the total
16 amount of any such title and registration fees.

17 14. Upon information and belief, Plaintiffs allege PROGRESSIVE has denied
18 insurance benefits it owed to similarly situated PROGRESSIVE automobile policy
19 holders in violation of C.R.S. § 10-3-1115 (which requires that insurers not unreasonably
20 delay or deny payment of a claim for benefits owed), by failing to pay them title and
21 registration fees associated with the total loss of a motor vehicle, as mandated by C.R.S.
22 § 10-4-639(1).

23
24
25 **CLASS ACTION ALLEGATIONS**

26 15. Plaintiffs MR. TSIIOUVARAS and MRS. TSIIOUVARAS bring this action on
27 behalf of themselves and all others similarly situated, as members of the proposed
28 Colorado class (collectively hereafter the "Class") defined as follows:

1 **Colorado Class**: All persons who resided in Colorado and had
2 obtained an automobile insurance policy with PROGRESSIVE
3 providing for coverage in the event of a total loss of the vehicle,
4 and whose insured vehicle was involved in a motor vehicle
5 accident or other event which resulted in a determination by
6 PROGRESSIVE the vehicle was a total loss upon a claim being
7 made by the policy holder, and to whom PROGRESSIVE did not
8 pay the total amount of title and registration fees as part of the
9 claim made, within two years of the filing of the original
10 complaint to the present. Specifically excluded from the proposed
11 Class are Defendants, any entities in which Defendants have a
12 controlling interest, and the officers, directors, affiliates, legal
13 representatives, successors, subsidiaries and/or assigns of
14 Defendants, and any Judge who may be assigned to this matter.
15

16 16. This action is brought and may be properly maintained as a class action pursuant to
17 the provisions of Federal Rule of Civil Procedure 23(a)(1)-(4) and 23(b)(1)-(3). This
18 action satisfies the numerosity, typicality, adequacy, predominance and superiority
19 requirements of those provisions.

20 17. [Fed. R. Civ. P. 23(a)(1)] The Class is so numerous that the individual joinder of
21 all of its members is impractical. While the exact number and identities of Class
22 members are unknown to Plaintiffs at this time and can only be ascertained through
23 appropriate discovery, Plaintiffs are informed and believe the Class includes many
24 thousands of members.

25 18. [Fed. R. Civ. P. 23(a)(2)] Common questions of fact and law exist as to all
26 members of the Class which predominate over any questions affecting only individual
27 members of the Class. These common legal and factual questions, which do not vary
28 from class member to class member, and which may be determined without reference to

1 the individual circumstances of any class member, include, but are not limited to, the
2 following:

- 3 A. Whether Defendants provided automobile insurance coverage to Plaintiffs
4 and the putative class, which covered total vehicle loss in the event of a
5 motor vehicle accident or other event;
- 6 B. Whether Defendants failed to pay the total amount of title and registration
7 fees to Plaintiffs and the putative class after making a determination an
8 insured vehicle was a total loss as a result of a motor vehicle accident or
9 other event;
- 10 C. Whether Defendants misrepresented and/or failed to disclose material facts
11 about the automobile insurance policies at issue;
- 12 D. The nature and extent of damages and other remedies to which the
13 conduct of Defendants entitles the Class members.
14

15 19. [Fed. R. Civ. P. 23(a)(3)] Plaintiffs' claims are typical of the claims of the
16 members of the Class. Plaintiffs and all members of the Class have sustained injury and
17 are facing harm arising out of Defendants' common course of conduct as complained of
18 herein. The losses of each member of the Class were caused directly by Defendants'
19 wrongful conduct as alleged herein.

20 20. [Fed. R. Civ. P. 23(a)(4)] Plaintiffs will fairly and adequately protect the interests
21 of the members of the Class. Plaintiffs have retained attorneys experienced in the
22 prosecution of class actions, including complex consumer and mass tort litigation.

23 21. [Fed. R. Civ. P. 23(b)(3)] A class action is superior to other available methods of
24 fair and efficient adjudication of this controversy, since individual litigation of the claims
25 of all Class members is impracticable. Even if every Class member could afford
26 individual litigation, the court system could not. It would be unduly burdensome to the
27 courts in which individual litigation of numerous issues would proceed. Individualized
28 litigation would also present the potential for varying, inconsistent, or contradictory

1 judgments and would magnify the delay and expense to all parties and to the court system
2 resulting from multiple trials of the same complex factual issues. By contrast, the
3 conduct of this action as a class action, with respect to some or all of the issues presented
4 herein, presents fewer management difficulties, conserves the resources of the parties and
5 of the court system, and protects the rights of each Class member.

6 22. [Fed. R. Civ. P. 23(b)(1)(A)] The prosecution of separate actions by thousands of
7 individual Class members would create the risk of inconsistent or varying adjudications
8 with respect to, among other things, whether a policy provided for insurance coverage in
9 the event of the total loss of the vehicle.

10 23. [Fed. R. Civ. P. 23(b)(1)(B)] The prosecution of separate actions by individual
11 class members would create a risk of adjudications with respect to them that would, as a
12 practical matter, substantially impair or impede the ability of such non-party Class
13 members to protect their interests.

14 24. [Fed. R. Civ. P. 23(b)(2)] Defendants have acted or refused to act in respects
15 generally applicable to the Class, thereby making appropriate final and injunctive relief
16 with regard to the members of the Class as a whole.

17
18 **CLAIMS FOR RELIEF**

19 **FIRST CLAIM FOR RELIEF**

20 **(Violation of C.R.S. 10-3-1115, *et seq.*)**

21 **(By Plaintiffs and Putative Class Against All Defendants)**

22 25. Plaintiffs and the Class incorporate by reference each preceding paragraph as
23 though fully set forth herein.

24 26. Plaintiffs and the Class obtained automobile insurance policies from
25 PROGRESSIVE which provided for insurance coverage in the event of the total loss of
26 the vehicle.

27 27. Plaintiffs and the Class members submitted claims for automobile insurance
28 coverage to PROGRESSIVE after the insured vehicle was involved in a motor vehicle

1 accident or other event which resulted in a determination by PROGRESSIVE the vehicle
2 at issue was a total loss.

3 28. C.R.S. § 10-4-639(a) provides in relevant part that an insurer shall pay title
4 fees and any other registration fees associated with the total loss of a motor vehicle.

5 29. C.R.S. § 10-3-1115(1)(a) provides in relevant part that a person engaged in
6 the business of insurance shall not unreasonably delay or deny payment of a claim for
7 benefits owed to or on behalf of any first-party claimant.

8 30. Despite its own determination the insured vehicles of Plaintiffs and the Class
9 Members were total losses, when claims were submitted by Plaintiffs and the Class
10 Members after a motor vehicle accident or other event resulted in damage to their
11 property, PROGRESSIVE failed to pay the total amount of title and registration fees
12 required by C.R.S. § 10-4-639(a), and therefore violated the express language of that
13 statute.

14 31. Additionally, PROGRESSIVE's failure to make such payments were a violation of
15 C.R.S. § 10-3-1115(1)(a), as an unreasonable delay and/or denial of a claim for insurance
16 benefits PROGRESSIVE owed Plaintiffs and the Class Members. PROGRESSIVE had
17 no reasonable basis to deny making these payments.

18 32. Furthermore, PROGRESSIVE's violations of Colorado's insurance codes provide
19 for a private right of action under C.R.S. § 10-3-1116(a), the recovery of attorney's fees
20 and costs and two times the covered benefit.

21 33. Moreover, because Defendant acted wantonly, maliciously, oppressively,
22 recklessly, and deliberately, for the purpose of enriching themselves at Plaintiffs' and
23 Class members' detriment, Defendant's conduct warrants substantial punitive and
24 exemplary damages in an amount to be determined at trial

25 34. As a result of the foregoing, Plaintiffs and the Class members have been
26 damaged in an amount to be proven at trial.
27
28

1 **CLAIMS FOR RELIEF**

2 **SECOND CLAIM FOR RELIEF**

3 **(Violation of C.R.S. § 6-1-105, *et seq.*)**

4 **(By Plaintiffs and Putative Class Against All Defendants)**

5 35. Plaintiffs and the Class incorporate by reference each preceding paragraph as
6 though fully set forth herein.

7 36. Colorado’s Deceptive Trade Practices Act, C.R.S. § 6-1-105, *et seq.*
8 (“DTPA”), provides an individual may maintain a private civil action against a company
9 engaged in the sale of services for violations of the DTPA’s provisions.

10 37. Plaintiffs allege PROGRESSIVE violated the DTPA by, *inter alia*, failing to
11 disclose material information about the automobile insurance policies it provided to
12 Plaintiffs and the Class Members under C.R.S. § 6-1-105(1)(u) , i.e. by failing to disclose
13 PROGRESSIVE did not, as a uniform business practice, pay title and registration fees
14 associated with a total vehicle loss.

15 38. As a result of PROGRESSIVE’s deceptive business practices, Plaintiffs and the
16 Class Members have suffered damage and lost money in that they paid for insurance
17 services they otherwise would not have had the truth been disclosed, in an amount to be
18 proven at trial. Plaintiffs seek an order enjoining PROGRESSIVE from continuing to
19 engage in the deceptive practices alleged herein.

20 **CLAIMS FOR RELIEF**

21 **THIRD CLAIM FOR RELIEF**

22 **(Bad Faith Breach of Insurance Contract)**

23 **(By Plaintiffs and Putative Class Against All Defendants)**

24 39. Plaintiffs and the Class incorporate by reference each preceding paragraph as
25 though fully set forth herein.

26 40. PROGRESSIVE’s failure to pay the total amount of title and registration fees
27 associated with a total loss to its automobile insurance customers in Colorado, as
28

1 mandated by C.R.S. § 10-4-639(a), was not reasonable conduct for an established
2 automobile insurer such as PROGRESSIVE.

3 41. As an established automobile insurer offering policies in Colorado,
4 PROGRESSIVE knew of or recklessly disregarded the fact that its failure to pay the total
5 amount of title and registration fees associated with the total loss of an insured motor
6 vehicle in Colorado, based on C.R.S. § 10-4-639(a)'s mandate, was unreasonable.

7 42. As an established automobile insurer offering policies in Colorado,
8 PROGRESSIVE also knew of or recklessly disregarded the fact that its delay and/or
9 denial of payments owed to Plaintiffs and Class members, in violation of C.R.S. § 10-3-
10 1115(1)(a), was unreasonable.

11 43. Moreover, because Defendant acted wantonly, maliciously, oppressively,
12 recklessly, and deliberately, for the purpose of enriching themselves at Plaintiffs' and
13 Class members' detriment, Defendant's conduct warrants substantial punitive and
14 exemplary damages in an amount to be determined at trial

15 44. As a result of the foregoing, Plaintiffs and the Class members have been
16 damaged in an amount to be proven at trial.

17
18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs, individually and on behalf of all other persons similarly
20 situated, pray for judgment against PROGRESSIVE as follows:

- 21 1. An Order certifying the Class and any sub-classes thereof that the Court may
22 deem appropriate, and appointing Plaintiffs WILLIAM TSIIOUVARAS and ANN
23 TSIIOUVARAS, and their counsel, to represent the Class;
- 24 2. An award of general damages according to proof;
- 25 3. Injunctive relief;
- 26 4. Attorneys' fees;
- 27 5. Two times the covered benefit under C.R.S. § 10-3-1116(a);
- 28 6. Triple damages under C.R.S. § 6-1-105, *et seq.*;

- 1 7. Statutory damages;
- 2 8. Exemplary and punitive damages;
- 3 9. Costs of suit; and
- 4 10. Any other relief the Court deems proper.

5
6 DATED: September 20, 2017

Respectfully submitted,

7 KIRTLAND & PACKARD LLP
8 Michael Louis Kelly
9 Behram V. Parekh
10 Joshua A. Fields

Huff & Leslie, LLP
Brett N. Huff

11
12 By: /s/ Joshua A. Fields
13 JOSHUA A. FIELDS

14 *Counsel for Plaintiffs William Tsiouvaras and*
15 *Ann Tsiouvaras and all others similarly situated*

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury by jury as to all claims so triable.

DATED: September 20, 2017

Respectfully submitted,

KIRTLAND & PACKARD LLP
Michael Louis Kelly
Behram V. Parekh
Joshua A. Fields

Huff & Leslie, LLP
Brett N. Huff

By: /s/ Joshua A. Fields
JOSHUA A. FIELDS

*Counsel for Plaintiffs William Tsiouvaras and
Ann Tsiouvaras and all others similarly situated*

EXHIBIT 1

Progressive Group of Insurance Companies

Settlement Summary

Claim Information

Claim Number: 16-5223230-01

Coverage Type of Loss: Collision

Loss Date: 05/08/2016

Reported Date: 05/11/2016

Valuation Report ID: 1005911181

Policy Number:

Owner: TSIIOUVARAS, WILLIAM

Vehicle Information

Vehicle: 2015 Ford Fiesta SE 4 Door Hatchback 1.6L 4 Cyl
Gas M FWD

Location: CO [REDACTED]

Exterior Color: Tuxedo Black

License Plate: [REDACTED], Colorado

VIN: [REDACTED]

Mileage: 9,584 miles

Information

Lien Holder Payoff: \$0.00
Lease Payoff Coverage: \$0.00

Payment Information

Lien Holder Payment(s): \$0.00
Net to Owner: \$14,407.07

Settlement

Stated Amount:	\$0.00
Actual Cash Value:	\$13,977.78
Base Value:	\$13,982.72
Title History Adjustment:	-\$0.00
Refurbishment Adjustments:	\$0.00
After Market Parts Adjustment:	\$0.00
Condition Adjustment:	-\$4.94
Prior Damage Adjustment:	-\$0.00
Market Value:	\$ 13,977.78
Settlement Adjustment(Pre-Tax):	\$0.00
Fees:	\$13.75
Taxes:	\$915.54
Company Obtains:	\$0.00
Net Settlement:	\$14,907.07
Settlement Adjustment(Post-Tax):	\$0.00
Deductible:	-\$500.00
Other Adjustments:	\$ 0.00
Total Settlement:	\$14,407.07

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

WILLIAM TSIIOUVARAS and ANN TSIIOUVARAS on behalf of themselves and all others similarly situated,

(b) County of Residence of First Listed Plaintiff Larimer
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Kirtland & Packard LLP (310) 536-1000
2041 Rosecrans Avenue, Third Floor
El Segundo, CA 90245

DEFENDANTS

PROGRESSIVE DIRECT INSURANCE COMPANY, an Ohio Corporation, and DOES 1-10, inclusive,

County of Residence of First Listed Defendant Cuyahoga
(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)

- | | |
|--|---|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input checked="" type="checkbox"/> 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)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <hr/> PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <hr/> SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutional of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
		LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act		
		IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN (Place an "X" in One Box Only)

- | | | | | | | |
|---|---|--|---|--|--|---|
| <input checked="" type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from Another District (specify) | <input type="checkbox"/> 6 Multidistrict Litigation - Transfer | <input type="checkbox"/> 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):

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: 09/20/2017 SIGNATURE OF ATTORNEY OF RECORD: s/ Joshua A. Fields

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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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. When the petition for removal is granted, check this box.
 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.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [CO Husband, Wife Claim Progressive Insurance Balks at Paying Fees After Auto Accidents](#)
