



1 decision will provide redress). Plaintiff's allegations in this regard are sufficient: he alleges that  
2 he has suffered a loss of \$6,908.88 as a result of a scheme or fraud in which Assurant  
3 participated and for which he seeks an award of damages.

4 Assurant challenges the veracity of plaintiff's allegations, however, essentially denying  
5 that it had any role in the events that caused plaintiff's loss. Assurant has submitted declarations  
6 asserting that it is merely a holding company, it is not an insurance company, it did not issue the  
7 policy purchased on plaintiff's behalf, it has never contracted with Capital One to provide  
8 services related to lender-placed insurance, it does not set policy terms for policies issued by  
9 Voyager, it does not participate in, direct, or control Voyager's issuance of insurance policies,  
10 and it has never paid Capital One a commission in connection with force-placed insurance. The  
11 evidence also shows, however, that Assurant is the great-grandparent corporation of defendant  
12 Voyager and indirectly owns 100% of its shares. More importantly, Assurant owns the trade  
13 name "Assurant Specialty Property" and allows other companies, including Voyager, to conduct  
14 business using that name. "Assurant Specialty Property" apparently has employees whose duties  
15 include managing lender-placed insurance and monitoring insurance policies for Capital One as  
16 a means of ensuring that borrowers comply with the lender's insurance requirements. The  
17 evidence produced by Assurant suggests, in keeping with plaintiff's allegations, that "Assurant  
18 Specialty Property" evaluated plaintiff's compliance with the insurance requirements imposed  
19 by Capital One and handled the communications with plaintiff regarding the perceived  
20 inadequacies. Given the seemingly captive relationship between Assurant and "Assurant  
21 Specialty Property," the latter's active participation in the events giving rise to plaintiff's claims,  
22 and plaintiff's allegations, it appears at this juncture that there is an actual case or controversy  
23 between the parties and plaintiff has standing to sue.

1 **B. PERSONAL JURISDICTION**

2 Plaintiff has the burden of demonstrating that the Court may exercise personal jurisdiction  
3 over Assurant. In re W. States Wholesale Natural Gas Antitrust Litig., 715 F.3d 716, 741 (9th  
4 Cir. 2013). In evaluating defendant’s jurisdictional contacts, the Court accepts uncontroverted  
5 allegations in the complaint as true. Menken v. Emm, 503 F.3d 1050, 1056 (9th Cir. 2007). If a  
6 jurisdictional fact is disputed, however, plaintiffs cannot rely on the bare allegations of the  
7 complaint and must come forward with additional evidence. Marvix Photo, Inc. v. Brand Techs.,  
8 Inc., 647 F.3d 1218, 1223 (9th Cir. 2011). Conflicts in the evidence provided by the parties must  
9 be resolved in plaintiff’s favor. Schwarzenegger v. Fred Martin Motor Co., 374 F.3d 797, 800  
10 (9th Cir. 2004). Because the Court did not hear testimony or make findings of fact, plaintiff  
11 “need only make a prima facie showing of jurisdiction to withstand a motion to dismiss.” Wash.  
12 Shoe Co. v. A-Z Sporting Goods, Inc., 704 F.3d 668, 671-72 (9th Cir. 2012) (internal quotation  
13 marks omitted).

14 Pursuant to Fed. R. Civ. P. 4(k)(1)(A), federal courts ordinarily follow state law when  
15 determining the extent to which they can exercise jurisdiction over a person. Daimler AG v.  
16 Bauman, \_\_ U.S. \_\_, 134 S. Ct. 746, 753 (2014). The Washington Supreme Court has held that,  
17 despite the rather narrow language used in Washington’s long-arm statute, RCW 4.28.185, the  
18 statute “extends jurisdiction to the limit of federal due process.” Shute v. Carnival Cruise Lines,  
19 113 Wn.2d 763, 771 (1989). The Court therefore need determine only whether the exercise of  
20 jurisdiction comports with federal constitutional requirements. Easter v. Am. W. Fin., 381 F.3d  
21 948, 960 (9th Cir. 2004).

22 In order to justify the exercise of jurisdiction over a non-resident under the federal  
23 constitution, plaintiff must show that Assurant had “certain minimum contacts with [the forum]  
24 such that the maintenance of the suit does not offend traditional notions of fair play and  
25 substantial justice.” Int’l Shoe Co v. Washington, 326 U.S. 310, 316 (1945) (internal quotation  
26

1 marks omitted). Two different categories of personal jurisdiction have developed, namely  
2 “general jurisdiction” and “specific jurisdiction.” “A court may assert general jurisdiction over  
3 foreign (sister-state or foreign-country) corporations to hear any and all claims against them  
4 when their affiliations with the State are so ‘continuous and systematic’ as to render them  
5 essentially at home in the forum State.” Goodyear Dunlop Tires Operations, S.A. v. Brown, \_\_\_  
6 U.S. \_\_\_, 131 S. Ct. 2846, 2851 (2011) (quoting Int’l Shoe, 326 U.S. at 317). Specific  
7 jurisdiction, on the other hand, “focuses on the relationship among the defendant, the forum, and  
8 the litigation” and exists when “the defendant’s suit-related conduct [creates] a substantial  
9 connection with the forum State.” Walden v. Fiore, \_\_\_ U.S. \_\_\_, 134 S. Ct. 1115, 1121 (2014)  
10 (internal quotation marks and citations omitted). Plaintiff argues that Assurant is subject to  
11 specific jurisdiction in the State of Washington because it issued the policy of insurance out of  
12 which plaintiff’s claims arose. Assurant has submitted evidence that it is not authorized to, and  
13 does not, sell insurance in this state, however. In this context, the Court need not accept  
14 plaintiff’s unsupported allegations. Marvix Photo, 647 F.3d at 1223. In the absence of any  
15 evidence that Assurant (or “Assurant Specialty Property,” for that matter) issued the force-  
16 placed hurricane policy that led to this lawsuit or otherwise created continuing contacts with or  
17 obligations toward a resident of this state, plaintiff has failed to show that the Court can  
18 reasonably exercise jurisdiction over Assurant.

### 19 **C. SERVICE OF PROCESS**

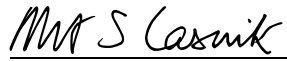
20 Assurant asserts that plaintiff’s attempted service at an office in Florence, South Carolina,  
21 was ineffective because Voyager, not Assurant, operates out of that site. Plaintiff failed to  
22 respond to this argument and has offered no evidence suggesting that service was effective.  
23 Dismissal is therefore appropriate under Fed. R. Civ. P. 12(b)(5).  
24  
25  
26

1 **D. FAILURE TO STATE A CLAIM**

2 In the alternative, Assurant requests dismissal under Fed. R. Civ. P. 12(b)(6) for the  
3 reasons set forth in Voyager's motion (Dkt. # 15). Plaintiff has withdrawn his RICO and fraud  
4 claims, and the unjust enrichment claim fails because there are no allegations that give rise to a  
5 plausible inference that Assurant was unfairly benefited.

6  
7 For all of the foregoing reasons, Assurant's motion to dismiss (Dkt. # 16) is GRANTED.  
8 Plaintiff's RICO, fraud, and unjust enrichment claims are hereby DISMISSED with prejudice.

9  
10 Dated this 30th day of June, 2016.

11   
12 \_\_\_\_\_  
13 Robert S. Lasnik  
14 United States District Judge  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26