

**UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF COLUMBIA**

**PREFERRA INSURANCE COMPANY  
RISK RETENTION GROUP,**

Civil Action No. \_\_\_\_\_

**Plaintiff,**

**vs.**

**NATIONAL ASSOCIATION OF SOCIAL  
WORKERS, INC., NASW ASSURANCE SERVICES,  
INC., and NASW INSURANCE COMPANY, INC.,**

**Defendants.**

**COMPLAINT**

Plaintiff, Preferra Insurance Company Risk Retention Group (“Plaintiff” or “Preferra”), by and through their undersigned attorneys, Primmer Piper Eggleston & Cramer PC, make the following complaint against Defendants National Association of Social Workers, Inc. (“NASW”), NASW Assurance Services, Inc. (“ASI”), and NASW Insurance Company, Inc. (“NASWIC”) (collectively “Defendants”):

**PARTIES**

1. Preferra is a risk retention group (“RRG”) formed under the Liability Risk Retention Act, 15 U.S.C. § 3901 and the District of Columbia Captive Insurance Company Act of 2004 for the purposes of providing insurance coverage to social workers and other professionals. Preferra is incorporated in the District of Columbia.

2. NASW is a non-profit District of Columbia corporation with its principal place of business in the District of Columbia.

3. ASI, a services company, is a for-profit Delaware corporation, and is a wholly owned subsidiary of NASW. ASI’s principal place of business is Fredrick, Maryland.

4. NASWIC, a reinsurance company, is a for-profit District of Columbia corporation and is a wholly owned subsidiary of ASI. NASWIC's principal place of business is Fredrick, Maryland.

### **JURISDICTION AND VENUE**

5. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1367.
6. Venue in this Court is proper pursuant to 28 U.S.C. § 1391(b)(2).

### **FACTS**

#### **The Relationship Between The Parties**

7. Preferra, ASI, and NASWIC have a long and closely related history as part of a program to provide insurance products to social workers across the United States (the "Insurance Program"). The relationship between these entities is governed by various contracts as described below.

8. Preferra (formerly known as NASW Risk Retention Group, Inc.) was formed in 2012 and writes professional, general and cyber liability coverage for social workers and other professionals. Preferra, as an RRG is, pursuant to 15 U.S.C. § 3901(a)(4)(E)(i), owned and controlled by its members – i.e., the policyholders.

9. ASI was formed in 2007 as a for-profit subsidiary of NASW, which is the sole shareholder. ASI is not an insurance company. It exists to manage insurance programs. ASI does not provide insurance coverage of any type. Nor does it collect premiums, underwrite insurance plans, or discuss coverage with policyholders. Further, ASI has never acted in the capacity of a producer for Preferra insurance products.

10. NASWIC was formed in 2007 as a for-profit subsidiary of ASI, which is the sole shareholder. NASWIC is a captive reinsurance company domiciled in Washington, D.C.

11. Generally speaking, the roles of each entity in connection with the Insurance Program were as follows: Preferra provides the insurance coverage to the policyholder. As such, Preferra oversees underwriting, collects premiums, and covers claims made by insured. ASI, pursuant to an Administrative Services Agreement, as amended (described below), provided marketing and other services, such as office and administration support to Preferra in exchange for reimbursement of expenses and a fee. As described above, ASI is not an insurance carrier. NASWIC is a reinsurance company and was created to assume some of the risk through reinsurance contracts with Preferra.

12. Preferra and NASWIC are both regulated by the District of Columbia Department of Insurance, Securities and Banking (“DISB”).

13. While NASW did not have any active role in the Insurance Program, it received a financial benefit through its wholly owned subsidiary ASI (and indirectly through ASI’s ownership of NASWIC). Over the course of the Insurance Program, NASW has received over \$70,000,000 in economic benefits from its subsidiaries ASI and NASWIC. During this period, Preferra has paid approximately \$11,000,000 to ASI. For regulatory and tax reasons, NASW’s role in the Insurance Program is necessarily limited.

14. Each of these entities maintain separate boards of directors, though there has historically been some overlap with certain individuals sitting on the boards of more than one entity.

15. There has also been overlap with respect to officers and other employees. For example, for several years, Anthony Benedetto served simultaneously as CEO of Preferra, ASI, and NASWIC. Preferra and ASI also shared other employees.

**The Relevant Contracts**

*Preferra and ASI*

16. Until May 4, 2024, the relationship between Preferra and ASI was governed by an Administrative Service Agreement, effective June 1, 2022 as amended on January 1, 2023 and October 1, 2023 (“ASI Agreement”).

17. Pursuant to the ASI Agreement, ASI provided Preferra with administrative staff and support services, including marketing and other administrative services as directed by Preferra. In exchange, Preferra reimbursed ASI for certain expenses and paid a fee to ASI.

18. Preferra’s agreement with ASI also governs the ownership of the Insurance Program book of business. Specifically, it provides as follows::

a. “All information and records relating to the professional liability insurance program, whether created by [Preferra] or ASI or other parties, including member information and data, policy data, renewals, expirations, and all other data pertinent to the professional liability insurance book of business belongs to [Preferra], which shall have exclusive ownership of the book of business.” Section 3.

b. “The parties agree that ASI shall have exclusive ownership of the book of business comprised of policies of insurance bound by ASI during the term of this Agreement (“ASI Policies”). . . . For the avoidance of doubt, the parties understand and agree that nothing in this section 14 shall limit or restrict [Preferra’s] exclusive ownership , as provided by Section 3 of this Agreement, of the book of business and related expirations and data for policies of insurance bound on behalf of [Preferra] by producers other than ASI.” Amendment No. 2, Section 14.

19. There are no ASI Policies pursuant to the above provisions because ASI did not bind any insurance policies during the term of the Agreement. Accordingly, Preferra is the exclusive owner of the book of business and ASI does not have any relationship whatsoever with the Preferra policyholders.

20. During this relationship, and pursuant to the ASI Agreement, ASI was compensated to provide physical space, phones, computers, email and network files, and computer systems to Preferra, and managed services for Preferra employees, including health care and retirement plans.

21. For reasons described in more detail below, significant conflicts arose in connection with actions taken by Defendants in 2023, which left Preferra no choice but to terminate the ASI Agreement. Accordingly, notice of termination was provided on January 5, 2024, and termination was effective May 6, 2024.

#### *Preferra and NASWIC*

22. Until May 6, 2024, Preferra contracted with NASWIC for reinsurance in connection with the risks associated with the Preferra issued policies. In addition, Preferra provided NASWIC with certain administrative services pursuant to a separate administrative services agreement.

23. Prior to January 1, 2024, Preferra contracted with NASWIC for reinsurance through a quota share reinsurance agreement (“Quota Share Agreement”), in which a certain percentage of risk was ceded to NASWIC. In exchange, NASWIC received a percentage of the premiums paid by the policyholders and were obligated to pay a percentage of the claims incurred.

24. Effective January 1, 2024, the Quota Share Agreement was replaced with an excess of loss policy (“XOL Policy”), whereby NASWIC assumes less risk, which is triggered by a loss exceeding a certain threshold.

25. The transition to the XOL policy was appropriate in light of Preferra’s maturation as an RRG and its increased capacity to take on risk. The corresponding savings in reinsurance premiums would be passed to Preferra’s policyholders, the owners of the RRG.

26. The XOL Policy was terminated by Preferra effective May 6, 2024 for the same reasons the ASI Agreement was terminated.

*Anthony Benedetto and Preferra, ASI and NASWIC*

27. Until January 5, 2024, Anthony Benedetto was employed as the CEO of all three entities pursuant to employment agreements with each company, dated September 1, 2018, and amended on April 1, 2023. His total compensation was paid in equal shares by the three entities pursuant to these agreements.

28. Each of the three entities controlled its relationship with Mr. Benedetto, including setting performance benchmarks and evaluating his performance for the entity.

29. In addition, Mr. Benedetto served as a director of all three companies.

30. In relevant part, each employment agreement provides as follows:

- a. ASI, NASWIC, and Preferra “contemplate that the same individual – Anthony Benedetto designates as the Executive above – will be employed by each of them as Chief Executive Officer;”
- b. Mr. Benedetto’s salary is “prorated equally among the Companies”;
- c. “In the event (x) either party terminates the Agreement without Cause, (y) the Company elects to not renew this agreement, or (z) the Executive terminates his employment for Good Reason pursuant to Section 7.5, the Company shall . . . continue to pay to the Executive the pro rata share of the Executive’s Base Salary for a period of twelve (12) months following the date of termination. . . .”

- d. “If fewer than all three of the Companies terminates its Executive Employment Agreement with Executive, (a) the non-terminating Company(ies) will assume responsibility to Executive’s full compensation and benefits due under this Agreement (each on an equal pro rata basis if there is more than one non-terminating Company); and (b) if this Agreement is terminated or non-renewed on a basis giving rise to Severance under Section 7[.6](e) with respect to any Company, that Company shall pay the value of its pro rata share of the Severance to the non-terminating Company(ies) (each on an equal pro rata basis if there is more than one non-terminating Company).

31. As described in more detail below, because of the actions of NASW, ASI, and NASWIC, the significant changes to his role at ASI and NASWIC, and the significant conflicts that were created by these actions, Mr. Benedetto had no choice but to resign his positions as CEO of ASI and NASWIC effective January 5, 2024.

#### **The Disruption of the Insurance Program**

32. In January 2023, NASW came under new leadership with the hiring of Dr. Anthony Estreet as CEO, and Sekou Murphy as CFO. It quickly became clear to Preferra that Dr. Estreet and Mr. Murphy appeared dissatisfied with the financial benefit flowing to NASW through the Insurance Program, and made efforts to shift more profit to ASI from the premiums paid by policyholders to Preferra.

33. It also became clear that Dr. Estreet and Mr. Murphy did not understand the legal and regulatory environment in which the Insurance Program operated. In particular, they did not appreciate the fact that, as an RRG, Preferra is owned by its policyholders and that Preferra’s Board of Directors have a fiduciary obligation to provide the owners with quality insurance programs in

the most cost efficient manner, and to utilize Preferra's surplus assets in a manner that benefits its owners, including the issuance of policyholder dividends or premium refunds.

34. In early 2023, Mr. Murphy attempted to pressure Preferra and ASI to accept a retroactive calculation of the fees paid to ASI using a calculation that had never been used or agreed to, and to restate the financial records for Preferra and ASI for the prior five years in order to artificially inflate the profits of ASI by retroactively shifting more of Preferra's surplus profit to ASI. Mr. Murphy's actions demonstrate a lack of understanding and disregard for the tax regulatory environment that governs the non-profit status of NASW and the appropriate relationship between NASW and its for-profit subsidiary, that the subsidiary not be a mere instrumentality of the parent.

35. These efforts were rejected for numerous reasons, including the fact that such an action would almost assuredly created significant audit and regulatory risks for all entities, including NASW, which is a non-profit entity.

36. In July 2023, the Preferra and NASWIC Boards voted to replace the Quota Share Policy with the Excess Loss Policy, which required the approval of DISB.

37. The transition from the Quota Share to Excess Loss shifted more of the risk to Preferra, which was appropriate in light of the fact that Preferra, as an RRG, was matured to the point that it was in a position to take on more risk. This is ultimately a benefit to the policyholders because Preferra will pay less in reinsurance premiums and thus have more money to return to the policyholders.

38. Subsequent to his hiring as CEO of NASW, Dr. Estreet was named to the Preferra Board of Directors pending approval by DISB. In August 2023, DISB notified Preferra that Dr. Estreet was not approved to be a director of Preferra and was removed from the Preferra Board.



39. Preferra subsequently learned that Dr. Estreet has a criminal conviction for burglary as well as licensing issues that he did not disclose to Preferra and thus were not included in the application to DISB, which requires such information to be disclosed.

40. The relationship between Preferra and NASW (through ASI and NASWIC) became further strained and adversarial following Dr. Estreet's removal from the Board.

41. In October 2023, Mr. Murphy attempted to convince DISB to block approval of the change from the Quota Share Policy to the XOL Policy, and thus prevent NASWIC from performing the contract because it would ultimately result in less money going to NASW. Mr. Murphy made this attempt as an officer of NASW, a nonparty to the contract, and without any authority to speak on behalf of Preferra or NASWIC.

42. DISB subsequently approved the XOL Policy on December 6, 2023.

43. Less than a week later, NASW management inexplicably and without notice or justification, terminated and replaced most of ASI's very experienced and knowledgeable Board members, including Mr. Benedetto.

44. Out of protest, the remaining ASI Board members resigned.

45. Only a few short days later, the newly appointed Board of ASI terminated most all of the NASWIC Board of Directors, including Mr. Benedetto. Again, the remaining Board members resigned out of protest.

46. Each of these actions were taken by NASW in a manner inconsistent with the by-laws of ASI and NASWIC, and in a manner that was unprofessional and unethical. These actions left ASI and NASWIC, a regulated insurance entity, under the management of inexperienced board members who lack the necessary knowledge and experience to oversee the operations of these entities.

47. On January 5, 2024, knowing that it could no longer operate as partners with ASI and NASWIC, Preferra terminated its agreements with these entities pursuant to the options under the contracts. The ASI Agreement termination was effective on May 4, 2024, and the XOL Policy termination was effective on May 6, 2024.

48. In addition, Mr. Benedetto (and other senior members of management employed by all three entities) had no choice but to resign from ASI and NASWIC, effective immediately, and for Good Cause pursuant to Section 7.5(b)(iii) of his employment agreements.

49. Mr. Benedetto continues to be employed by Preferra only.

50. On February 2, 2024, ASI and NASWIC responded to Mr. Benedetto's resignation by purporting to terminate Mr. Benedetto's employment agreement for cause.

51. ASI and NASWIC have refused to honor their respective obligations to pay severance in the form of reimbursement to Preferra for their respective share of Mr. Benedetto's base salary. The amount owed by each is to be determined at trial.

**ASI and NASWIC Breaches and Other Wrongful Acts**

52. Following the notice of termination and resignations, ASI and NASWIC (under the control of NASW) have breached numerous contractual obligations and have acted in violation of the covenant of good faith and fair dealing that is implied in each contract.

53. For its part, prior to the effective termination of the ASI Agreement, ASI immediately breached its obligations by, among other things:

- a. failing to provide services that were paid for by Preferra;
- b. failing to pay severance for Mr. Benedetto as required under his employment agreement;

c. locking Preferra employees out of physical space ASI was obligated to provide;

d. refusing access to electronic data and systems, files and documents, including historical claims files and other confidential information, which is necessary for Preferra to perform its functions; and

e. interfering with employee benefits for employees who were dually employed by ASI and Preferra.

54. In addition, ASI has engaged in a campaign of providing false and misleading communications with Preferra's policyholders which are designed to interfere with the relationship between Preferra and its policyholders, and to mislead these policyholders to wrongly believe that ASI and not Preferra is the entity that provides their insurance coverage, and to contact ASI and not Preferra to renew their policies.

55. On April 25, 2024, ASI, using Preferra's proprietary list of policyholder contact information, sent an email to all policyholders and urged them not to give their standing proxy to vote on various matters to Dr. Richard Jones, Chairman of Preferra's Board of Directors, suggesting that Dr. Jones and Preferra as a whole, were not acting in their best interest.

56. In doing so, ASI made numerous false and misleading statements that were intended to confuse policyholders. For example, ASI stated that Preferra "has no connection to the social work field", which is knowingly false. ASI further attempted to confuse policyholders by stating, "ASI's dedication to serving you remains unwavering" while knowing that ASI has no relationship with the policyholders.

57. On or about July 3, Stacy Hammond, Interim CEO of ASI, again using Preferra's proprietary list of policyholder contact information, sent a letter to Preferra policyholders, and

addressing the letter “[t]o our loyal customers” and discussing the dispute between Preferra and ASI. In closing, the letter tells policyholders that “if you have any questions about your existing professional liability insurance policy, please contact us. . . .” The clearly false implication is that ASI is telling policyholders that it is the provider of their policy and that ASI and not Preferra is the entity to contact with questions regarding their policy.

58. The ASI website also currently includes an FAQ section related to ASI and Preferra. The following questions and answers are provided to answer questions regarding Preferra policies:

Question: “Is my PLI coverage still in effect?”

Answer: “Yes. If you have a current policy with Preferra, your coverage is intact.”

Question: “if I am ready to renew my [Preferra] policy, what should I do?”

Answer: “Call us at 855-385-2160 or [asi@naswasi.org](mailto:asi@naswasi.org). You may also contact us on our chat form at [www.naswassurance.org](http://www.naswassurance.org).”

Question: “Who do I contact if I have specific [Preferra] policy Questions?”

Answer: “Contact our Customer Care Unit at 855-385-2160 or [asi@naswasi.org](mailto:asi@naswasi.org). You may also contact us on our chat form at [www.naswassurance.org](http://www.naswassurance.org).”

Question: “Should I delegate my standing proxy vote?”

Answer: “If you provide your standing proxy, you will be agreeing to have Preferra’s President, Richard Jones, vote on your behalf. As a policyholder, this is your choice to make, but in an election year like this one, we are reminded how important voting is. We encourage you to give this decision thoughtful consideration. Entrusting your vote to another person means relinquishing control

over your own vote. We urge you to think carefully before giving anyone your proxy.”

59. ASI does not have any authority to communicate with Preferra policyholders to renew policies, answer questions about policies, or for any other reasons. ASI is clearly aware of this fact and its communications are all designed to misinform and mislead Preferra policyholders into believing that ASI is the provider of their policy.

60. In sum, ASI continues to take the inexplicable position that Preferra policyholders are ASI “customers” despite the fact that ASI has no business relationship with the policyholders and the Agreement between ASI and Preferra makes clear that this relationship, and all of the corresponding information and data, is owned by Preferra.

61. These actions by ASI are all designed to interfere with and disrupt Preferra’s ability to communicate with over 100,000 policyholders and to mislead these policyholders into believing that their insurer is ASI and not Preferra.

62. NASWIC – also under the direction of NASW – has likewise breached its contractual obligations. In addition to its failure to pay severance due, NASWIC also has impaired Preferra’s ability to comply with its regulatory obligations by refusing to communicate with Preferra and blocking access to data, emails and other information.

63. NASWIC has also failed to meet its financial obligations pursuant to the Quota Share Policy, which survive its termination. These breaches include the failure to provide \$3,100,000 in security in connection with potential losses through December 31, 2023 for which the Quota Share applies.

64. NASWIC has also failed to pay reinsurance amounts due and owing to Preferra under the Quota Share Policy in connection with losses that NASWIC is obligated to cover.

65. Despite having received all of the premiums in connection with the Quota Share Policy, NASWIC has refused to pay over is currently obligated to pay approximately \$180,000 in claims covered by the policy. NASWIC's refusal to pay these claims is not only a breach of its obligations to Preferra; it is a denial of benefits to the members of its parent company – NASW.

**COUNT ONE – UNFAIR COMPETITION/FALSE ADVERTISING UNDER THE  
LANHAM ACT – 11 U.S.C. § 1125 - AGAINST ASI**

66. Plaintiff realleges each of the prior paragraphs as if fully set forth herein.

67. The Lanham Act prohibits ASI from engaging in false and misleading representations of fact in connection with advertising or promotion of its services in interstate commerce.

68. ASI has, and continues to violate these prohibitions by its false and misleading statements to Preferra policyholders as described above. Specifically, for example, telling Preferra Policy holders that Preferra “has no connection to the social work field”, and misrepresenting ASI's relationship with policyholders (which is nonexistent) and directing them to contact ASI when they are ready to renew their Preferra policy.

69. These and other material falsehoods and misrepresentations are designed to, and likely to, mislead the Preferra policyholders to wrongly believe that their Preferra policies are provided by ASI in order to induce policyholders to contact ASI in an attempt to convert these policyholders to other carriers that ASI presumably has a relationship with.

70. These material falsehoods and misrepresentations have caused harm to Preferra in its commercial reputation with its policyholders.

71. As a direct result of ASI's actions, Preferra has and is likely to lose more policyholders due to ASI's false and misleading statements and thus will suffer harm.

**COUNT TWO – BREACH OF CONTRACT AGAINST ASI**

72. Plaintiff realleges each of the prior paragraphs as if fully set forth herein.

73. ASI has breached numerous contractual obligations as discussed above, which breaches have resulted in damages to Preferra.

74. Further, ASI is contractually obligated not to compete with Preferra as it pertains to current policyholders and is contractually obligated not to use proprietary information, such as policyholder lists.

75. ASI has breached these contractual obligations as well.

76. As a result, Preferra has been irreparably harmed and is entitled to compensatory damages and injunctive relief.

**COUNT THREE – BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING AGAINST ASI**

77. Plaintiff realleges each of the prior paragraphs as if fully set forth herein.

78. ASI owes Preferra the duty of good faith and fair dealing in connection with the ASI Agreement.

79. ASI has breached that covenant by, among other things, taking actions to disrupt Preferra's ability to conduct business and by misleading Preferra policyholders with false communications that are designed to induce policyholders to contact ASI with matters relating to their Preferra policies by falsely asserting that policyholders are ASI customers.

80. As a result, Preferra has been irreparably harmed and is entitled to compensatory damages and injunctive relief

**COUNT FOUR – TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS AGAINST ASI**

81. Plaintiff realleges each of the prior paragraphs as if fully set forth herein.

82. Preferra has an existing and valid contractual relationship with its policyholders.

83. ASI is aware of the contractual relationship between Preferra and its policyholders.

84. ASI has intentionally interfered with this relationship by, among other things, falsely asserting that ASI provides insurance and that policyholders have a “customer” relationship with ASI and not Preferra.

85. As a direct result of ASI’s wrongful acts, Preferra has been damaged.

**COUNT FIVE – DECLARATORY JUDGMENT**

86. Plaintiff realleges each of the prior paragraphs as if fully set forth herein.

87. There is a substantial controversy between Preferra and ASI, who have adverse legal interests as it relates to their respective relationships with Preferra policyholders.

88. The controversy is a justiciable claim and warrants the issuance of a declaratory judgment.

89. Accordingly, the Court should declare that ASI has no relationship and no rights to communicate with Preferra policyholders regarding their policies of insurance.

**COUNT SIX – BREACH OF CONTRACT AGAINST NASWIC**

90. Plaintiff realleges each of the prior paragraphs as if fully set forth herein.

91. NASWIC has breached numerous contractual obligations as discussed above, which breaches have resulted in damages to Preferra.

92. As a result, Preferra has been harmed and is entitled to compensatory damages.

**COUNT SEVEN – BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING AGAINST NASWIC**

93. Plaintiff realleges each of the prior paragraphs as if fully set forth herein.

94. NASWIC owes Preferra the duty of good faith and fair dealing in connection with the Quota Share Policy and the XOL Policy.



95. NASWIC has breached that covenant by, among other things, taking actions to disrupt Preferra's ability to conduct its business and meet its regulatory compliance obligations by failing to communicate and provide necessary information to Preferra.

96. As a result, Preferra has been harmed and is entitled to compensatory damages.

**COUNT EIGHT – TORTIOUS INTERFERENCE WITH  
BUSINESS RELATIONS AGAINST NASW**

97. Plaintiff realleges each of the prior paragraphs as if fully set forth herein.

98. Prior to the termination of the agreements with ASI and NASWIC, Preferra had an existing and valid contractual relationship with those entities.

99. NASW was aware of the contractual relationship between Preferra and ASI and NASWIC.

100. NASW has intentionally interfered with these relationships by, among other things, causing ASI and NASWIC not to perform their contractual obligations.

101. As a direct result of NASW's wrongful acts, Preferra has been damaged.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff requests judgment against Defendants as follows:

1. A declaration that ASI has no relationship and no rights to communicate with Preferra policyholders regarding their policies of insurance;
2. Injunctive relief prohibiting ASI from: (a) further use of Preferra proprietary information, (b) further communications with Preferra policyholders;
3. Monetary damages according to proof at the time of trial;
4. Punitive damages;
5. Attorney's fees and cost of litigation; and,
6. Such other and further relief deemed just.

**JURY DEMAND**

Plaintiff hereby demands trial by jury on all claims so triable.

Dated: September 20, 2024

PRIMMER PIPER EGGLESTON & CRAMER PC

By: /s/ Kevin M. Henry  
Kevin M. Henry  
DC Bar No. 472167  
Primmer Piper Eggleston & Cramer PC  
30 Main Street, Suite 500  
P.O. Box 1489  
Burlington, VT 05402-1489  
khenry@primmer.com  
(802) 864-0880

*Attorneys for Plaintiff*

CIVIL COVER SHEET

JS-44 (Rev. 11/2020 DC)

<b>I. (a) PLAINTIFFS</b> PREFERRA INSURANCE COMPANY RISK RETENTION GROUP  (b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF <u>District of Col</u> (EXCEPT IN U.S. PLAINTIFF CASES)	<b>DEFENDANTS</b> NATIONAL ASSOCIATION OF SOCIAL WORKERS, INC., NASW ASSURANCE SERVICES, and NASW INSURANCE COMPANY, INC.  COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT <u>District of Col</u> (IN U.S. PLAINTIFF CASES ONLY) <small>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</small>																								
(c) ATTORNEYS (FIRMNAME, ADDRESS, AND TELEPHONE NUMBER) Kevin M. Henry Primmer Piper Eggleston & Cramer PC 30 Main Street, Suite 500 PO Box 1489 Burlington, VT 05402-1489 802-864-0880	ATTORNEYS (IF KNOWN)																								
<b>II. BASIS OF JURISDICTION</b> (PLACE AN x IN ONE BOX ONLY)  <input type="radio"/> 1 U.S. Government Plaintiff <input type="radio"/> 2 U.S. Government Defendant <input checked="" type="radio"/> 3 Federal Question (U.S. Government Not a Party) <input type="radio"/> 4 Diversity (Indicate Citizenship of Parties in item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (PLACE AN x IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) <b>FOR DIVERSITY CASES ONLY!</b> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DFT</th> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DFT</th> </tr> </thead> <tbody> <tr> <td>Citizen of this State</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td style="text-align: center;"><input type="radio"/> 4</td> <td style="text-align: center;"><input type="radio"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="radio"/> 5</td> <td style="text-align: center;"><input type="radio"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="radio"/> 6</td> <td style="text-align: center;"><input type="radio"/> 6</td> </tr> </tbody> </table>		PTF	DFT		PTF	DFT	Citizen of this State	<input type="radio"/> 1	<input type="radio"/> 1	Incorporated or Principal Place of Business in This State	<input type="radio"/> 4	<input type="radio"/> 4	Citizen of Another State	<input type="radio"/> 2	<input type="radio"/> 2	Incorporated and Principal Place of Business in Another State	<input type="radio"/> 5	<input type="radio"/> 5	Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input type="radio"/> 6
	PTF	DFT		PTF	DFT																				
Citizen of this State	<input type="radio"/> 1	<input type="radio"/> 1	Incorporated or Principal Place of Business in This State	<input type="radio"/> 4	<input type="radio"/> 4																				
Citizen of Another State	<input type="radio"/> 2	<input type="radio"/> 2	Incorporated and Principal Place of Business in Another State	<input type="radio"/> 5	<input type="radio"/> 5																				
Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input type="radio"/> 6																				

IV. CASE ASSIGNMENT AND NATURE OF SUIT

(Place an X in one category, A-N, that best represents your Cause of Action and one in a corresponding Nature of Suit)

<input type="radio"/> <b>A. Antitrust</b>  <input type="checkbox"/> 410 Antitrust	<input type="radio"/> <b>B. Personal Injury/Malpractice</b>  <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 Medical Malpractice <input type="checkbox"/> 365 Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Product Liability	<input type="radio"/> <b>C. Administrative Agency Review</b>  <input type="checkbox"/> 151 Medicare Act  <u>Social Security</u> <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)) <u>Other Statutes</u> <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 890 Other Statutory Actions (If Administrative Agency is Involved)	<input type="radio"/> <b>D. Temporary Restraining Order/Preliminary Injunction</b>  Any nature of suit from any category may be selected for this category of case assignment.  *(If Antitrust, then A governs)*
---	--	--	--

**E. General Civil (Other)** OR  **F. Pro Se General Civil**

<u>Real Property</u> <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  <u>Personal Property</u> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<u>Bankruptcy</u> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <u>Prisoner Petitions</u> <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Conditions <input type="checkbox"/> 560 Civil Detainee – Conditions of Confinement  <u>Property Rights</u> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent – Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA)	<u>Federal Tax Suits</u> <input type="checkbox"/> 870 Taxes (US plaintiff or defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609  <u>Forfeiture/Penalty</u> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other  <u>Other Statutes</u> <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"/> 430 Banks & Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 465 Other Immigration Actions <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organization <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act (TCPA) <input type="checkbox"/> 490 Cable/Satellite TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions (if not administrative agency review or Privacy Act)
---	---	--	--

<input type="radio"/> <b>G. Habeas Corpus/ 2255</b>  <input type="checkbox"/> 530 Habeas Corpus – General <input type="checkbox"/> 510 Motion/Vacate Sentence <input type="checkbox"/> 463 Habeas Corpus – Alien Detainee	<input type="radio"/> <b>H. Employment Discrimination</b>  <input type="checkbox"/> 442 Civil Rights – Employment (criteria: race, gender/sex, national origin, discrimination, disability, age, religion, retaliation)  *(If pro se, select this deck)*	<input type="radio"/> <b>I. FOIA/Privacy Act</b>  <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 890 Other Statutory Actions (if Privacy Act)  *(If pro se, select this deck)*	<input type="radio"/> <b>J. Student Loan</b>  <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (excluding veterans)
<input type="radio"/> <b>K. Labor/ERISA (non-employment)</b>  <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Labor Railway Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="radio"/> <b>L. Other Civil Rights (non-employment)</b>  <input type="checkbox"/> 441 Voting (if not Voting Rights Act) <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 Americans w/Disabilities – Employment <input type="checkbox"/> 446 Americans w/Disabilities – Other <input type="checkbox"/> 448 Education	<input type="radio"/> <b>M. Contract</b>  <input 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"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholder's Suits <input checked="" type="checkbox"/> 190 Other Contracts <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="radio"/> <b>N. Three-Judge Court</b>  <input type="checkbox"/> 441 Civil Rights – Voting (if Voting Rights Act)

**V. ORIGIN**  
 1 Original Proceeding  
  2 Removed from State Court  
  3 Remanded from Appellate Court  
  4 Reinstated or Reopened  
  5 Transferred from another district (specify)  
  6 Multi-district Litigation  
  7 Appeal to District Judge from Mag. Judge  
  8 Multi-district Litigation – Direct File

**VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)**  
 15 U.S.C. Sect 1125 Unfair competition via false advertising and related state common law claims

<b>VII. REQUESTED IN COMPLAINT</b>	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	<b>DEMAND \$</b>	Check YES only if demanded in complaint <b>JURY DEMAND:</b> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
------------------------------------	--	------------------	--

<b>VIII. RELATED CASE(S) IF ANY</b>	(See instruction)	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If yes, please complete related case form
-------------------------------------	-------------------	------------------------------	--	---

DATE: September 20, 2024	SIGNATURE OF ATTORNEY OF RECORD:
--------------------------	----------------------------------

**INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET 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 services 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil coversheet. These tips coincide with the Roman Numerals on the cover sheet.

- I. COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: Use 11001 to indicate plaintiff if resident of Washington, DC, 88888 if plaintiff is resident of United States but not Washington, DC, and 99999 if plaintiff is outside the United States.
- III. CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.
- IV. CASE ASSIGNMENT AND NATURE OF SUIT: The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of the case.
- VI. CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing and write a brief statement of the primary cause.
- VIII. RELATED CASE(S), IF ANY: If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk's Office.

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.