WASHINGTON INSURANCE LAW LETTER™

A SURVEY OF CURRENT INSURANCE LAW AND TORT LAW DECISIONS

EDITED BY WILLIAM R. HICKMAN

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COMPROMISING OFFERS

FACTS:

Mary sued Charles after a fender-bender. The case was transferred to mandatory arbitration. The arbitrator awarded Mary $22,719 for economic loss and pain and suffering.

Charles requested a trial de novo. Mary Ann made an offer of compromise of $16,000. Charles declined. The jury came back at $15,661. Because Mary was the prevailing party, she received $1,790 in costs. She added those costs to the jury verdict and claimed that Charles had not improved his position relative to the offer of compromise. The trial court agreed with Mary, and awarded her $22,500 in attorney fees pursuant to MAR 7.3.

Charles appealed. The Court of Appeals reversed the award of attorney fees because costs were not specifically mentioned in the offer of compromise.

HOLDINGS:

1. When determining whether a party improved his position from arbitration to trial, the court must compare comparables. If the arbitrator awarded only compensatory damages, the court must compare those amounts to the compensatory damages awarded at trial.

2. An offer of compromise that makes no mention of statutory fees or costs cannot implicitly include those items for purposes of determining what "comparables" must be compared to the ultimate award at trial. If a party intends to replace the arbitrator's award with an offer of compromise that also includes costs, that must be specified.

COMMENT:

There are numerous "offer of compromise" cases working their way through the appellate system. This issue will remain unsettled until the Supreme Court issues its decision in *Niccum v. Enquist*, 152 Wn. App. 496, 215 P.3d 987 (2009), *rev. granted*, 168 Wn.2d 1022, 228 P.3d 18 (2010). *Niccum* was argued in February of 2011.

The current uncertainty surrounding offers of compromise encourages parties to insert vague language about costs in their offers so that the numbers can be manipulated after trial. Use caution when assessing offers of compromise.

This case and this write-up were handled by Reed McClure attorney Michael Budelsky.

Greenwood v. Monnastes, ___ Wn. App. ___, 283 P.3d 603 (2012).

STOP THE PRESS!!! STOP THE PRESS!!!

This just in. On September 20, 2012, the Washington State Supreme Court issued its long awaited (i.e., 19 months) opinion in the *Niccum* case. Based on an opinion written by former Chief Justice Gerry Alexander, a 5-person majority held that $16,650 is $700 less than $17,350. Alexander attributed this result to his view that that is the way an "ordinary person" would see it.

We have enlisted the assistance of Reed McClure attorney Michael Budelsky who successfully argued this case in the Washington Supreme Court to provide more details about what this remarkable ruling means.

IN THE "NIC" OF TIME

FACTS:

Crash! Jeffery sued Ryan after a car accident. He then moved the case to mandatory arbitration. The arbitrator awarded Jeffery $24,496 for medical expenses, lost wages, and pain and suffering. Ryan requested a trial de novo.

Before trial, Jeffery made an offer of compromise for "$17,350.00 including costs and statutory attorney fees." Ryan declined the offer. The case went to trial. A jury awarded Jeffery $16,650.00 for past medical expenses and general damages. Jeffery then moved for $1,016.28 in costs. He also sought attorney fees, arguing that his earlier offer had included costs. The trial court subtracted the costs it awarded from the jury award and determined that Ryan had not improved his position. It awarded attorney fees under MAR 7.3.

Ryan appealed. The Court of Appeals, Division III, affirmed the attorney fee award, reasoning that "any segregated amount of an offer must replace an amount in the same category granted under the arbitrator's award."

The Washington Supreme Court accepted review of the case. It reversed the Court of Appeals and determined that Jeffery was not entitled to attorney fees.

HOLDINGS:

1. The applicable statute governing offers of compromise (RWC 7.06.050) must be interpreted by its plain language. The "amount" of the offer of compromise replaces the "amount" of the arbitrator's award for purposes of comparison to the jury award.

2. A party making an offer of compromise is not a "prevailing party" (one who would be entitled to costs or fees under the statute), and thus does not have the right to include costs in the offer.

3. Unspecified costs in an offer of compromise do not further the purposes of mandatory arbitration because the uncertainty frustrates the ability of parties to make a reasoned determination of whether to accept the offer.

COMMENT:

This decision finally provides clarity to parties entertaining an offer of compromise after an arbitration but before trial de novo. It closes a loophole that the plaintiff's bar has been exploiting for the last three years.

Five justices joined the decision, authored by Justice Alexander (pro tem), and four justices joined a dissent authored by Justice Chambers.

Niccum v. Enquist, 2012 WL 4122907 (Wash. Sep. 20, 2012).

MICHAEL N. BUDELSKY

PRACTICE

Mr. Budelsky focuses his civil litigation practice on the areas of insurance defense, employment law, professional liability defense, and general civil litigation. He also devotes a portion of his practice to appellate work, and he has argued cases before all three divisions of the Washington Court of Appeals and the Washington Supreme Court.

EDUCATION

University of Cincinnati College of Law, Cincinnati, OH, J.D., 1998

Dartmouth College, Hanover, NH, B.A., 1994

BACKGROUND

Mr. Budelsky grew up in Cincinnati, Ohio, and went on to graduate from Dartmouth College with a degree in Government. He then worked for a year in Washington, D.C., for U.S. Representative Robert Portman. While in law school, Mr. Budelsky was a member of the Law Review and participated in a judicial externship with Federal District Court Judge Bertelsman.

Mr. Budelsky practiced in Cincinnati for five years, focusing primarily on employment law, civil rights law, and general civil litigation. In addition, he litigated administrative proceedings including matters before the EEOC and Ohio Civil Rights Commission. Mr. Budelsky also handled and argued numerous appeals before the Sixth Circuit and the Ohio Court of Appeals.

Mr. Budelsky moved to Seattle in 2004 and became a member of the Washington Bar. Since then, he has concentrated his practice on insurance defense, employment law, professional liability defense, general civil litigation, and appellate work.

THE LAST POLLUTION COVERAGE OPINION

Years and years ago, the first pollution coverage opinion came out of a court in New Jersey. Because of some anomaly in the West system, the opinion by a trial level judge got printed in the regional reporter. The judge said the pollution exclusion in the CGL policy was ambiguous because it had too many words. Therefore, the pollution was covered. That was the first shot in a dispute which raged for years.

Some courts realized that the insurance industry had never volunteered to pick up the bill for the clean up of the mess left by the industrialization of the United States. Others, a little closer to home, disagreed, adopting the "You all are liable for everything" approach.

Drifting, seemingly above the fray, was the California Supreme Court. It issued a couple of opinions which many other states followed. In 1995, it issued the *Montrose* opinion which set out the "continuous injury trigger of coverage." Then in 1997, it issued the *Aerojet* opinion, which adopted the "all sums" rule. Lurking in the background all the time was the Stringfellow Acid Pits waste site, and its $700,000,000.00 cleanup price tag.

So last month (i.e., August), the California Supreme Court finally came down from the mountain and declared that the insurance companies have to pay "all sums" up to their policy limits and stack all years of applicable coverage. A very polite, scholarly way of saying "you all are liable for everything."

Can't say we were too surprised. After all, no judge ever got booted off the bench for ruling against an insurance company.

What did surprise us was finding this on p. 8 of the opinion:

> Hickman & DeYoung, *Allocation of Environmental Cleanup Liability Between Successive Insurers* 17 N. Ky. L. Rev. 291, 292 (1990).

Yes, that's right. That's a law review article your editor was involved in writing 22 years go. And here it is being cited (twice even) in what is probably the last word on pollution coverage. The co-author was former Reed McClure coverage attorney Mary DeYoung.

State v. Continental Ins. Co., 55 Cal. 4th 186, 281 P.3d 1000 (2012).

FRAUDULENT DEAD CAT

FACTS:

Yevgeniy was rear-ended in March 2009 while stopped at a traffic light. The following car's driver's insurer (PEMCO) paid Yevgeniy nearly $3,500 to settle his claim for soft tissue injury and chiropractic treatments.

More than two years later, Yevgeniy was back. He wanted more money from PEMCO. He said that his beloved cat Tom had been in the car, and was killed in the accident.

PEMCO sent him $50.00. He told PEMCO he had paid $1,000 for Tom, that Tom had been like a son to him, that Tom had "intense sentimental value." He wanted $20,000.00

PEMCO asked for a picture of Tom. Yevgeniy submitted two he said he had taken. A PEMCO employee did a Google search and turned up the very images which had been submitted. The pictures were of two different cats. Neither belonged to Yevgeniy.

When PEMCO refused to pay the $20,000, Yevgeniy contacted the state insurance commissioner's office asking the agency to advocate for him.

One thing led to another and in July 2012, Yevgeniy was charged with first degree attempted theft and felony insurance fraud in Pierce County Superior Court.

COMMENT:

This delightful ironic twist came to our attention because of a July 5, 2012 article in the online edition of The Seattle Times, and a July 5, 2012 online news release from the Office of the Insurance Commissioner.

FELONY TORT IMMUNITY

Back when tort reform was still a viable concept, the Legislature passed what was called the "felony tort statute", RCW 4.24.420. It came about because a burglar, who was in the process of breaking and entering, stepped through an unprotected skylight and fell to the floor below. The burglar sued the property owner.

In an effort to stop such silliness, we have RCW 4.24.420:

> It is a complete defense to any action for damages for personal injury or wrongful death that the person injured or killed was engaged in the commission of a felony at the time of the occurrence causing the injury or death and the felony was a proximate cause of the injury or death.

FACTS:

Dave and Larry got into a physical dispute. Larry was an RV salesman. Dave was an RV customer. While in one of the motor homes, Dave hit Larry with a tire iron. Larry defended himself with a fire extinguisher. Dave was found guilty of second degree assault, a felony, by a jury.

Larry filed a civil action against Dave. In his answer, Dave counterclaimed against Larry alleging several torts. The trial court dismissed the counterclaim because the jury verdict in the criminal case precluded Dave from alleging that he was not the aggressor. And the felony tort statute barred Dave's claim for injuries suffered during his commission of second-degree assault. The Court of Appeals affirmed.

HOLDINGS:

1. The jury in the criminal trial concluded that Dave did not act in self-defense.

2. Injuries suffered after Dave began his assault of Larry were incurred while he was engaged in the commission of a felony.

3. RCW 4.24.420 bars all actions for damages that resulted during his commission of second-degree assault.

COMMENT:

There is very little case law explaining and applying RCW 4.24.420. It would have been good if this opinion had been published.

White v. Pletcher, 2012 WL 3574051 (Wash. Aug. 21, 2012).

RECREATIONAL IMMUNITY

Some years back, the legislature sought to limit the exposure of landowners who allowed the public to come on their land for outdoor recreation. It said that any landowner who allowed members of the public to use their land for purposes of outdoor recreation without charging a fee of any kind would not be liable for unintentional injuries. The purpose was to encourage landowners to open their lands to the public for outdoor recreational use by limiting their exposure to a tort claim.

FACTS:

Riverview Bible Camp is privately owned by Fourth Memorial Church. The camp offers a wide range of activities, including a high rope course, a 40-foot climbing wall, "zip-lining", archery, paintball, and a multi-lane slide. Generally, only secular or Christian groups are permitted to rent Riverview. Individuals and walk-ins are not allowed.

In 2008, Riverview allowed a group called 'B&R" to use the facility at no charge under a rental and indemnity agreement. On the first day of the program, B&R's volunteer nurse Gavin rode on burlap bags down the "Giant Slide". He rode the slide two or three times. On his last trip, he got his feet, legs, and bag mixed up. He sustained personal injury.

Gavin appears to have missed the class when they studied *1 Corinthians* 6:67 where St. Paul indicates it is better to be wronged and cheated rather than take one brother to court. Gavin filed suit against Fourth Memorial. Fourth raised as an affirmative defense the recreational use immunity statute, RCW 4.24.200-.210.

The trial judge threw out the immunity defense, saying immunity was not available because Fourth charged fees for the precise same use that B&R and

Gavin were afforded. She also ruled that it was a very close question. So the case landed in the Temple of Justice.

The Supreme Court ruled that under the facts of this case, recreational use immunity is not available because this property is not open to the general public.

HOLDINGS:

1. The purpose of the statute is to encourage landowners to open their lands to the public for recreational use by limiting their liability toward persons entering thereon.

2. To be immune under RCW 4.24.210(1), the landowner must establish that the use (1) was open to members of the public, (2) for recreational purposes, and (3) no fee of any kind was charged.

3. Key to resolving this case is whether Riverview was open to the public. If the property is not open to the public, then immunity does not attach.

4. To qualify for immunity, a landowner cannot restrict access by discriminating against the user based on personal traits.

5. The facts establish that the camp is not open to the public. The rental policy restricts the users based on their religious affiliation. It is undisputed that Fourth allowed only secular or Christian groups onto Riverview. All other members of the public are excluded.

6. Fourth allows only select groups to privately use its camp. Recreational use immunity does not apply.

COMMENT:

A statute which limits a common law tort recovery is not going to receive much of a welcome in Olympia. However, we may note that the reception here was nowhere near as hostile as some other examples of Tort Reform. *See, for example, Sofie v. Fibreboard Corp.*, 112 Wn.2d 636 (1989) (holding that the statutory limit on pain and suffering awards violated a constitutional provision from 1889). Actually, this analysis was quite even-handed.

We do note that an outfit called the "Washington State Association for Justice Foundation," filed an amicus brief in support of Gavin. Don't get too concerned. This is just the 21st Century name for the plaintiffs' bar, i.e., WSTLA. What can we say? A rose by any other name; a leopard does not change his spots. New package; same old content.

Cregan v. Fourth Memorial Church, 2012 WL 4010496 (Wash. Sep. 13, 2012).

FLOOD INSURANCE COVERAGE 101

Last year, Division I issued a dandy insurance coverage opinion. It was able to review the conduct of the parties, review and analyze the terms of the policies, and apply the accepted rules of insurance policy construction to reach the correct result. Oddly enough, neither the insured nor a damaged third party was a party to the litigation. This was a dispute between two excess insurers over which policy must respond to losses suffered by a nursing facility severely damaged by flood. The amount at issue was $10 million. The players were Lloyd's and Travelers. Lloyd's argued that Travelers had to pay $11 million before the Lloyd's policy attached. Travelers argued that it had to pay $1 million and Lloyd's should pay the rest.

The trial court ruled in favor of Lloyd's. But the Court of Appeals said that the Lloyd's policy unambiguously provided that it attached when Travelers admitted liability for $1 million. The opinion is a virtual cornucopia of insurance definitions and insurance rules of construction.

HOLDINGS:

1. A "follow form" policy is an excess policy that insures the same risks as, but in excess to, the coverage provided by a lower level policy. "Following form" coverage follows the same terms and conditions as the underlying policy.

2. An all-risk policy covers any peril that is not specifically excluded in the policy.

3. "Blanket coverage" insures property collectively without providing for a distribution of insurance to each item. In contrast, "specific" insurance provides a specific amount of insurance for each item or each property.

4. An endorsement is a "written modification of the coverage of an insurance policy, usually [a] liability or property policy."

5. An excess insurer is "an insurer whose coverage of a given loss is activated only after the magnitude of the loss exceeds the limits of applicable 'primary' insurance. Many policies (especially umbrella/catastrophe policies) are explicitly written to be excess insurance for most or all coverages under the policy, and make specific reference to 'underlying' coverages that must be exhausted before the excess policy will provide coverage. In other circumstances, a policy written as 'primary' insurance may become excess by virtue of the fact that more than one 'primary' policy applies under circumstances where coverage is not prorated between them."

6. "'Primary insurance' is defined as '[i]nsurance that attached immediately on the happening of a loss.'"

7. The interpretation of an insurance contract is a question of law, unless contract terms are ambiguous and contradictory evidence is introduced to clarify the ambiguity. The meaning and validity of parties' respective insurance policies is resolved as a matter of law.

8. "Every insurance contract shall be construed according to the entirety of its terms and conditions as set forth in the policy, and as amplified, extended, or modified by any rider, endorsement, or application attached to and made a part of the policy." RCW 48.18.520

9. If there are two insurance policies, the court will preserve the integrity of each if they can be read together without conflict.

10. An insurance policy is construed as a whole, with the policy being given a fair, reasonable, and sensible construction as would be given to the contract by the average person purchasing insurance.

11. The touchstone of contract interpretation is the parties' intent. Washington courts follow the objective manifestation theory of contracts, looking for the parties' intent as objectively manifested rather than their unexpressed subjective intent.

12. Insurance limitations require clear and unequivocal language. Courts construe ambiguities in favor of coverage.

13. Because contracts are interpreted according to the intent of the parties, which is discerned from the language of the contract and circumstances in which it is formed, we also consider the parties' purchasing history here regardless of whether the language is ambiguous.

14. A contract provision is not ambiguous merely because the parties suggest opposite meanings.

COMMENT:

An absolutely great example of how to write an insurance coverage opinion. Note holding #8 and its citation to RCW 48.18.520. That is in the Insurance Code. That is the rule where all analyses should start. But hardly anyone knows it exists. But this time the author of the opinion found it.

FURTHER COMMENT:

Appellant Travelers was represented by Reed McClure coverage attorney Pam Okano.

Certain Underwriters at Lloyd's London v. Travelers Property Casualty Co., 161 Wn. App. 265, 256 P.3d 368 (2011).

JASON E. VACHA

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PRACTICE

Mr. Vacha practices in the areas of insurance coverage (including litigation of bad faith and extra-contractual claims), insurance defense, general civil litigation, and appellate litigation.

EDUCATION

University of Washington School of Law, J.D., 2003

Gonzaga University, B.A., History, cum laude, 1999

BACKGROUND

Mr. Vacha was raised in Spokane, Washington. He is admitted to practice in the State of Washington, the United States District Court for the Western District of Washington, and the United States District Court for the Eastern District of Washington.

Mr. Vacha has experience representing insurance carriers in complex insurance coverage, underinsured motorist, and alleged bad faith matters. He also has experience representing corporations, companies, and individuals in personal injury, premises liability, construction defect, and breach of contract claims.

Mr. Vacha is a regular contributor to the Insurance Litigation Reporter, a semi-monthly publication, reviewing recent developments of national significance in insurance law.

CLERKSHIP

Law Clerk to the Honorable Elaine Houghton, Chief Judge, Washington State Court of Appeals, Division II, Tacoma, WA 2003-2004.

THE NINE LIVES OF CHUCKLES THE CAT

FACTS:

Don had a cat named Chuckles. Don fed him cat food from Menu Foods. The cat died.

Don had the cat food analyzed. The lab said the sample contained acetaminophen and cyanuric acid. Don sued Menu alleging a product liability claim. Among the damages claimed were $520.00 for the vet and $180,000.00 for creating a genetic clone of Chuckles.

Menu moved for summary judgment asserting: (1) Don could not prove a defect; (2) even if the cat food was contaminated, Don could not prove that the food killed the cat; (3) the damages were at most Chuckle's fair market value, i.e., $100.

Menu had an affidavit from Dr. Bob which stated that the cat food tested negative for acetaminophen and cyanuric acid. Dr. Jeff opined that the levels of contaminate reported by the lab were way too low to kill a cat. Moreover, these chemicals do not accumulate in a cat's body.

The trial court ruled that Don had produced no admissible evidence that Menu's cat food killed Chuckles. Alternatively, he ruled that damages could not exceed the fair market value of Chuckles, i.e., $100 or less.

Don appealed. The Court of Appeals affirmed.

HOLDINGS:

1. In reviewing a summary judgment, the court considers all facts in the light most favorable to the nonmoving party. The moving party bears the burden of demonstrating that there is no genuine issue of material fact. If the moving party satisfies its burden, the nonmoving party must present evidence that demonstrates that material facts are in dispute. The nonmoving party may not rely on speculation, argumentative assertions of unresolved factual issues, or having its affidavits considered at face value.

2. Generally, affidavits from an expert witness may contain opinions on the ultimate issue of fact. The expert's affidavit must be factually based and must affirmatively show competency to testify to the matters stated thereon.

3. A product *seller* is liable for harm to the claimant proximately caused by the seller's negligence, the seller's breach of express warranty, or the seller's intentional misrepresentations. Menu would also be liable as the seller because "[t]he product was marketed under a trade name or brand name of the product seller."

4. Don must prove that Menu's cat food proximately caused Chuckles's death. Proximate cause has two components: "cause in fact and legal causation." Courts have defined "cause in fact" as the "but for" connection between an act and an injury."

5. Dr. Jeff stated, "There is no scientifically credible evidence that . . . [the pet foods] were causative in the death of . . . Chuckles."

6. Dr. Jeff's opinion that Menu's cat food could not have caused Chuckles's death shifted the burden to Don to submit *admissible* evidence that the food did cause Chuckles's death.

7. Don offered no admissible evidence to support a finding that Menu's cat food killed Chuckles. Don failed to create a genuine issue of material fact on the dispositive element of causation.

COMMENT:

Aside from a cat named Chuckles who used up his 9 lives, the most interesting aspect of the opinion was the deference the court showed to the multitude of questionable issues raised by Don. While the resolution of the single legal issue of causation ended the case, the court went on to review several more discretionary rulings by the trial court, including a summary of the law relating to recusal:

> The trial court is presumed to perform its functions without bias or prejudice. The party seeking to overcome that presumption must provide specific facts establishing bias. The party seeking recusal must present evidence of a judge's "actual or potential bias" for us to overturn the judge's decision not to recuse. Judicial rulings alone almost never constitute a valid showing of bias. A judge's comments during a legal proceeding that are critical or disapproving of, or even hostile to, counsel, the parties, or their cases, ordinarily do not support a bias or partiality challenge.

Earl v. Menu Foods Income Fund, 2012 WL 250107 (Wash. App. June 29, 2012).

STILL WITH THE ASBESTOS

In *Macias v. Mine Safety Appliances Co.*, 158 Wn. App. 931 (2010), the Court of A ppeals held that a respirator manufacturer did not owe a duty to warn a respirator cleaner of the dangers of exposure to asbestos when cleaning the respirators. The Supreme Court granted review (171 Wn.2d 1012 (2011)). The case was argued in October 2011.

In August 2012, the Supreme Court, by a 5-4 vote, reversed the Court of Appeals and held that plaintiff's failure to warn claims were not barred because the respirator manufacturers did not manufacture the products that were the source of the asbestos that collected on and in the respirators.

Most of the 21-page majority opinion is spent discussing issues the court said it was not deciding, and distinguishing a couple of 2008 Supreme Court opinions which hold that generally a manufacturer does not have a duty to warn of the dangers inherent in a product that it does not manufacture, sell, or supply.

In the 10-page dissent, the author pointed out that the majority was acting "contrary to precedent," contrary to public policy, was recognizing "false distinctions," and was providing "a strong disincentive to continue making safety products, such as protective respirators."

COMMENT:

We had believed that with the 2008 opinions (*Simonetta v. Viad Corp.*, 165 Wn.2d 341 (2008); *Braaten v. Saberhagen Holdings*, 165 Wn.2d 373 (2008)), we had finally hit the outer limit on potential asbestos liability. But with a little change in court personnel, we are right back in the ever expanding web of asbestos liability.

Macias v. Saberhagen Holdings, Inc., ___ Wn.2d ___, 282 P.3d 1069 (2012).

PEER REVIEW: UPDATED -- LIMITED

Way back in 1971, the Legislature passed one of the first pieces of tort reform. RCW 4.24.250 was enacted to prohibit discovery of records of internal proceedings when one health care professional presented evidence of

negligence against another. The purpose was to allow a quality assurance program to function without handing plaintiff's attorney his case on a silver platter.

In 1986, the Legislature enacted a "new scheme", RCW 70.41.200. Under this, hospitals are required to establish a quality improvement program, a quality improvement committee, and to monitor and review performance. To encourage compliance, information, and documents collected by the quality improvement committee were not subject to discovery or introduction into evidence in any civil action. The purpose of the statutes is to allow hospitals to "candidly evaluate" information concerning staff expertise so as to improve the quality of services; to allow constructive criticism; so that quality improvement committee members may candidly do their jobs.

So that is the public policy underlying the privilege. But that public policy got turned upside down, recently, when a case involving the privilege landed in the Supreme Court. There, the court said that a legislatively created privilege which restricts discovery "must be strictly construed." A court will have the final say on how much or even whether the Legislature can limit discovery.

HOLDINGS:

1. We hold that the peer review privilege and quality improvement privilege do not apply to records documenting a hospital's initial credentialing and privileging of a staff member.

2. We hold that the quality improvement privilege must be narrowly applied only to documents that were created specifically for, and collected and maintained by, a quality improvement committee.

3. We hold that the quality improvement privilege does not protect a hospital's reasons for terminating or restricting a staff member's privileges.

COMMENT:

Take a close look at #3. It means that after an internal quality improvement committee has bounced some incompetent, all those candid reports which were supposed to be privileged, are now discoverable.

Fellows v. Moynihan, 2012 WL 4123003 (Wash. Sep. 20, 2012).

WILLIAM R. HICKMAN

William R. Hickman is "Of Counsel" with the firm. After 43 years with Reed McClure, Mr. Hickman limits his practice to consulting on civil appeals, conducting arbitrations, acting as an expert witness, and writing the Law Letter.

Mr. Hickman has been involved in over 500 appellate proceedings involving a wide spectrum of civil litigation. He was a Fellow in the American Academy of Appellate Lawyers.

Mr. Hickman is a member of the Commercial Panel of the **American Arbitration Association**, and is also a public arbitrator in the **FINRA** Dispute Resolution Program. He was selected for inclusion on the *Washington Super Lawyers* list for the years 2001, 2003, 2005, 2006, 2007, 2008, 2009, 2010, 2011, and 2012.

Remember, selected back issues of the Law Letter are available on our web site at www.rmlaw.com . . . and

Pam Okano's Coverage Column is available at www.wdtl.org/ (see Coverage Uncovered).

For up-to-date reports on Reed McClure attorneys, please visit our remodeled website at www.rmlaw.com

E-MAIL NOTIFICATION

As a general rule, the printed goldenrod version of the Law Letter lands in your inbox about three weeks after a .pdf version is posted on Reed McClure's website. If you would like to receive notification of when it is posted, please send your name and e-mail address to Mary Clifton (mclifton@rmlaw.com).

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