# WASHINGTON INSURANCE LAW LETTER™

*A SURVEY OF CURRENT INSURANCE LAW AND TORT LAW DECISIONS*

## EDITED BY WILLIAM R. HICKMAN

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# WHOOPS! WE DIDN'T MEAN TO SAY THAT

On January 11, 2001, nine Supreme Court justices (Ireland; Alexander; Johnson; Madsen; Sanders; Bridge; Smith; Guy and Talmadge) signed off on an opinion which said that unless a policyholder could prove a claim of bad faith as a matter of law, the claim would fail.

Thirty four months later (November 6, 2003), the six of nine still on the court said they had made a mistake earlier (Sanders; Ireland; Johnson; Alexander; Madsen; and Bridge). It is distressing that legal pronouncements from the state's highest court have a shelf life less than a can of corn.

My partner Pam Okano has done this write-up on the two opinions.

## ELLWEIN IS DEAD! ELLWEIN IS DEAD! LONG LIVE ELLWEIN!

Two years ago a unanimous Washington Supreme Court ruled that an insured in a bad faith case had to prove that the insurer had acted in bad faith as a matter of law. That was the *Ellwein v. Hartford* case. Now, in a stunning reversal, the court has unanimously overruled Ellwein to hold that whether an insurer is in bad faith is generally a question of fact.

In *Smith v. Safeco*, the insured rear-ended the plaintiff. Plaintiff's attorneys refused to provide any written documentation of her claim, but demanded that the carrier disclose its policy limits. The carrier refused to do so until it received its insured's permission and because it had insufficient information to determine whether the claim would exceed policy limits. Because the insured had moved and also because she no longer had a policy with the carrier, the carrier had difficulty locating her to obtain her consent to disclosure of the limits. However, she was eventually found and gave her consent. When the plaintiff's attorneys finally sent it written documentation of the claim, the carrier disclosed its limits and paid them.

However, in the meantime, the plaintiff had settled with the insured, obtaining an assignment of her rights against the insurer. The carrier sued for a declaration that it had not acted in bad faith. The plaintiff sued for bad faith. The Court of Appeals agreed the carrier had not acted in bad faith as a matter of law, based in part on *Ellwein*.

In a 6-3 decision the Washington Supreme Court reversed and remanded . . . All nine justices agreed that *Ellwein* should be reversed on the issue of whether bad faith must be proved as a matter of law. The majority felt that since the Court of Appeals and trial court had relied on *Ellwein*, remand was necessary to determine whether the case should go to trial or whether there should be summary judgment. The dissent believed that the carrier was not in bad faith as a matter of law.

In *American States v. Symes*, the insured restaurant burned down. Arson was suspected. At the

time, the insured was in chapter 11 bankruptcy. After the fire the bankruptcy was converted to chapter 7 and a trustee was appointed.

The insurer believed that the insured's president had set the fire and denied the claim. The bankruptcy trustee claimed the insurer had breached its contract, violated the Consumer Protection Act, and committed bad faith. The Court of Appeals ruled that the policy's intentional act exclusion could be asserted against the trustee for acts committed by the debtor and ruled that there was no bad faith as a matter of law.

In a 5-4 decision, the Washington Supreme Court reversed and remanded for trial on the bad faith claim. The majority ruled that the bankruptcy trustee was not barred from recovery under the policy, even if the insured would be. Since the court had overruled *Ellwein* there was a question of fact about bad faith. The dissenters would have ruled that where the debtor in possession commits arson against property of the debtor corporation after the filing of a bankruptcy petition, but before appointment of a trustee, the subsequently appointed trustee has no greater rights under the insurance policy than the debtor in possession.

*Smith v. Safeco Ins. Co., ___ Wn.2d ___, ___ P.3d ___, 2003 WL 22508858 (Nov. 6, 2003).*

*American States Ins. Co. v. Symes of Silverdale, Inc., ___ Wn.2d ___, ___ P.3d ___, 2003 WL 22508860 (Nov. 6, 2003).*

# GOOD FAITH COOPERATION IS A TWO-WAY STREET

FACTS:

James had TFH build him a house. (TFH was a corporation owned by James.) James then sold the house to Stephen. Several months later, Stephen complained to James about water damage to the deck. Investigation revealed that a sub had improperly installed the synthetic stucco, causing damage to the framing. TFH repaired the damage.

TFH then made a claim against Mutual of Enumclaw, its CGL carrier. MOE's adjuster investigated and asked for a copy of the sales agreement, and asked if TFH had ever owned the house. Nothing was provided. Later, MOE's attorney again requested documentation on the ownership of the house. TFH never provided MOE with the requested sale and ownership documents.

## PROCEDURE:

TFH sued MOE, alleging a bad faith failure to properly and fully investigate TFH's claim. A superior court judge ruled that bad faith was established as a matter of law, that MOE violated the Consumer Protection Act, and awarded damages and attorney fees. The Court of Appeals reversed, holding that no bad faith was established and that MOE acted reasonably in its investigation.

## HOLDINGS:

(1) The evidence does not establish that MOE conducted its investigation in bad faith.

(2) Before denying coverage of a claim under an insurance policy, the insurer must make a good faith investigation of the facts of the claim.

(3) An insurer is not estopped from denying an insured's claim for coverage on a ground that it is different from the one on which the claim was initially denied if the insured was not unfairly prejudiced by the initial denial and the initial denial was not made in bad faith.

(4) An insurer's conduct does not give rise to a waiver if it is consistent with any intent other than to waive the right.

(5) When a Consumer Protection Act claim against an insurer is based on the insurer's denial of coverage, the claimant must show more than an incorrect denial of coverage. The claimant must also establish that the insurer acted without reasonable justification in denying coverage. The test is not whether the insurer's interpretation is correct, but whether the insurer's conduct was reasonable.

## COMMENT:

One can only wonder what the trial court was thinking when it found bad faith as a matter of law given the policyholder's abysmal failure to cooperate in the investigation.

One of the national insurance reporting services got a hold of the opinion and had nothing but high praise for Division One for presenting an unusually concise and well-reasoned discussion. It also noted that the opinion implicitly adopted the "genuine issue" doctrine applied in other states.

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*James E. Torina Fine Homes, Inc. v. Mutual of Enumclaw Inc. Co., 118 Wn. App. 12, 74 P.2d 648 (2003).*

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# FIRST, YOU GOTTA HAVE DIVERSITY

## FACTS:

Devon sold a house to Tom. Devon agreed to replace the siding with cedar prior to transfer. The cedar was installed and Devon hired Phil to paint it. While painting, Phil masked a halogen light which started a fire and burned the house down.

Tom had a fire insurance policy. The insurer paid off. Then it, as subrogee of Tom, sued Devon and Phil. Tom was not named in the complaint. Devon moved for dismissal but failed to disclose the controlling case law which was adverse to his position. The company responded and it, too, did not mention the case.

The trial court granted Devon's motion to dismiss. The company moved for reconsideration, having now found the case. The trial judge said it was too late.

The company appealed. The U.S. Court of Appeals for the Ninth Circuit remanded to the trial court with directions to vacate all its prior orders and dismiss for lack of jurisdiction. Please note neither the plaintiff nor the defendant raised any question about jurisdiction.

## HOLDINGS:

(1) Every federal appellate court has a special obligation to satisfy itself not only of its own jurisdiction, but also that of the lower courts in a cause under review, even though the parties are prepared to concede it.

(2) Fed. R. Civ. P. 17(a) requires that every action shall be prosecuted in the name of the real party in interest.

(3) A federal court exercising diversity jurisdiction must apply substantive state law.

(4) Under Washington law, the insured, not the insurer, is the real party in interest. In subrogation actions, the insured remains the real party in interest.

(5) Diversity jurisdiction requires complete diversity of citizenship; each of the plaintiffs must be a citizen of a different state than each of the defendants.

(6) Tom, the real party in interest, is a citizen of Washington. Devon, the defendant, is a citizen of Washington. Phil, the defendant, is a citizen of Washington. There is no diversity.

COMMENT:

All of us need to be reminded from time to time that federal courts are courts of **limited** jurisdiction. If you do not qualify, they will pitch you out on your ear. Here, Tom was not even a party. But he should have been a party. And that was close enough for the court to toss the suit out of court. The U.S. Supreme Court has said that subject matter jurisdiction cannot be created by waiver, estoppel, agreement, action, or inaction.

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*Allstate Ins. Co. v. Hughes, 346 F.3d 952, (9th Cir. 2003).*

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# NO ARBITRATION WITHOUT AGREEMENT

FACTS:

Kalin was injured by an uninsured motorist. She and her UIM carrier could not agree on the amount of her injuries.

Kalin demanded UIM arbitration. Her UIM carrier demanded a trial by jury.

The UIM policy provided that they could go to arbitration only if both parties agreed. But if there was no agreement to arbitrate, then the dispute as to damages would be resolved in court.

The trial court ruled that there would be no arbitration. The Court of Appeals affirmed.

HOLDINGS:

(1) An appellate court reviews a trial court's interpretation of an insurance policy de novo.

(2) Under the Arbitration Act, parties may agree in writing either to (A) arbitrate any dispute subject to action at the time of the agreement or (B) arbitrate any future dispute.

(3) The law compels parties to arbitrate only those disputes they agree to arbitrate.

(4) An appellate court construes an insurance policy as a contract, giving it a fair, reasonable, and sensible construction as would be given to the contract by the average person purchasing insurance. The appellate court must enforce clear and unambiguous language and the appellate court may not modify it or create ambiguity where none exists.

(5) The policy clearly provides that both parties must agree to arbitrate, otherwise the dispute goes to court.

COMMENT:

Now, here we had a case where the written words of the contract said that if the company or the policyholder do not agree to arbitrate, then the disagreement will be resolved in court. Why would the policyholder, or more importantly, the policyholder's attorney, think that this crystal clear language could mean anything other than exactly what it says? Why indeed? Perhaps the answer can be found in the recent comment of a Supreme Court justice. During oral argument, she pointed out that the court would not let the language of the written contract of insurance get in the way of applying equity.

As for how another Supreme Court approaches the problem of clear unambiguous language, see the article on collapsing decks set out below.

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Mutual of Enumclaw Ins. Co. v. Huddleston, ___ Wn. App. ___, 77 P.3d 360 (2003).

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# THE DECKS ARE COLLAPSING!

FACTS:

George decided to remove and repair two decks at his Palos Verdes Estates home. He decided that after being told by a contractor that he had discovered severe deterioration in the framing members supporting the decks. George believed his decks were in a state of imminent collapse.

After spending $87,000 to repair the decks, George submitted a claim to State Farm, his homeowner's insurer. His State Farm policy insured for direct physical loss to covered property involving the "sudden, entire collapse of" the building or any part of the building. **"Collapse" was defined to mean: "Actually fallen down or fallen into pieces."**

Upon receipt of the claim, State Farm investigated. It denied the claim pointing out to George that his decks had not "actually fallen down . . . into pieces" and that by repairing the decks prior to submitting the claim, he had prejudiced State Farm by depriving it of the opportunity to inspect the damage.

George sued State Farm for breach of contract and bad faith. A superior court judge held that public policy dictates that policyholders are entitled to coverage "for collapse as long as the collapse is imminent, irrespective of policy language."

On appeal, the California Court of Appeals filled four pages with feel-good newspeak, and then without analysis, without citation to a statute, without citation to a regulation, without citation to a legal authority, and without citation to a single legal opinion, announced that "public policy" mandates that State Farm provide coverage for "imminent collapse."

HOLDINGS:

(1) The plain language is unambiguous.

(2) The plain language is susceptible of only one reasonable interpretation.

(3) Under no stretch of the imagination does "actually" mean "imminently."

(4) The contractual language controls.

(5) We therefore conclude that notwithstanding the language of the collapse provision, public policy mandates that State Farm afford coverage for the imminent collapse of the decks.

COMMENT:

Now, that is the way things were in the summer of 2002. But then the California Supreme Court accepted State Farm's petition and reversed, using language which clearly indicated that it is not the role of a court to be changing the language of a written contract.

HOLDINGS:

(1) We do not rewrite any provision of any contract, including an insurance policy, for any purpose.

(2) Interpretation of an insurance policy is a question of law.

(3) While insurance policies have special features, they are still just written contracts.

(4) If the policy language is clear and explicit, it governs.

(5) Applying the logic employed by the Court of Appeals, with the same lack of restraint, courts could convert life insurance into health insurance.

(6) In rewriting the coverage provision to conform to its view of public policy, the Court of Appeals exceeded its authority.

COMMENT:

It was not all that many years ago that the California Supreme Court appeared to lead the nation

in bizarre coverage opinions. Now it appears that the pendulum has reached the zenith and, at least in California, the rule of law is once again in ascendancy.

If you would like to read a couple opinions where the court does not play fast and loose either with the policy language or public policy, take a look at *Amex Assur. Co. v. Allstate Ins. Co.*, 5 Cal. Rptr. 3d 744 (Cal. App. 2003) (no homeowner's policy coverage for plumber who installed propane heater for friend), and *California Auto. Ins. Co. v. Hogan*, 5 Cal. Rptr. 3d 761 (Cal. App. 2003) (no UIM coverage for fatal injuries suffered in fight with uninsured motorist while exchanging information following the auto accident).

*Rosen v. State Farm Gen. Ins. Co., 30 Cal. 4th 1070, 70 P.3d 351 (2003).*

# A BUS NAMED AURORA

## FACTS:

Silas Cool got on the downtown Metro bus. As the bus came to the Aurora Bridge, Cool walked to the front of the bus, shot and killed the driver, and then shot himself. The bus plunged off the bridge.

Tortes was a passenger on the bus. She sued the operator of the bus system for negligence and civil rights violations. After "extensive discovery," her claims were dismissed on summary judgment. The Court of Appeals affirmed.

## HOLDINGS:

(1) A common carrier owes the highest degree of care to its passengers commensurate with the practical operation of its business at the time and place in question.

(2) As a general rule, a common carrier is not required to take measures to protect its passengers from the unforeseen intentional misconduct or criminal acts of third persons.

(3) The duty or standard of care owed by a common carrier is not one of strict liability. A common carrier is not the insurer of its passengers' safety. Negligence should not be presumed or inferred from the mere happening of an accident.

(4) Cool's conduct was not foreseeable as a matter of law.

## COMMENT:

One can only speculate as to how many taxpayers' dollars were wasted while plaintiff and her legal counsel pursued this claim.

*Tortes v. King County, 117 Wn. App. 1007, ___ P.3d ___, 2003 WL 21267828 (Jun. 2, 2003).*

# POLLUTION EXCLUSION UPHELD

## FACTS:

Delores lived in a building owned by Quadrant. Pacific did repair work on the building using a liquid waterproofing sealant. The sealant gave off fumes as it dried. The fumes entered Delores's apartment. Delores suffered personal injury. Delores sued Quadrant.

Quadrant had a CGL policy with American States. The policy has a pollution exclusion which excluded coverage for bodily injury arising out of the discharge, dispersal, release, or escape of pollutants. The term "pollutants" was defined to mean any solid, liquid, gaseous, or thermal irritant including smoke, vapor, fumes, or chemicals. The company denied coverage.

## PROCEDURE:

Quadrant sued American States. The trial court granted American States summary judgment ruling that the pollution exclusion meant what it said. The Court of Appeals held that there was no coverage because the injury and cause of action were the result of a pollutant acting as a pollutant.

## HOLDINGS:

(1) Interpretation of an insurance policy is a question of law.

(2) Summary judgment is appropriate if the contract has only one reasonable meaning when viewed in light of the parties' objective manifestations.

(3) Insurance policies are to be construed as a whole, with force and effect given to each clause.

(4) Overall, a policy should be given a practical and reasonable interpretation rather than a strained or forced construction that leads to an absurd conclusion, or that renders the policy nonsensical or ineffective.

## COMMENT:

The opinion did an excellent job of distinguishing between *Kent Farms, Inc. v. Zurich Ins. Co.*, 140 Wn.2d 396, 998 P.2d 292 (2000) (exclusion not applicable) and *Cook v. Evanson*, 83 Wn. App. 149, 920 P.2d 1223 (1996), *rev. denied*, 131 Wn.2d 1016 (1997) (exclusions applied to fumes).

FURTHER COMMENT:

American States was represented by Reed McClure attorney Mary R. DeYoung.

*Quadrant Corp. v. American States Ins. Co., ___ Wn. App. ___, 76 P.3d 773 (2003).*

# WHAT DOES THE POLICY SAY?

FACTS:

A federal appellate court in Denver was presented with an appeal in a coverage lawsuit. While both the company and the policyholder appealed, neither of them included the insurance policy in the record on appeal. In fact, the parties quoted only four words of the policy.
The court found this to be singularly insufficient and summarily affirmed what the trial court had done.

*Travelers Indem. Co. v. Accurate Autobody, Inc., 340 F.3d 1118 (10th Cir. 2003).*

# IT WAS A STORMY NIGHT

FACTS:

On March 3, 1999, we had a severe windstorm in Seattle. A couple of yachts which were in the PMC boatyard for repair needed more repairs after the storm than before. One yacht was insured by Fireman's Fund and the other by Albany. PMC had a marine policy with Lloyds of London.

The Lloyds adjuster told PMC that because the cause of the damage was the windstorm that PMC was not liable. Albany and Fireman's Fund paid for the repairs and demanded reimbursement from PMC. PMC sent the demand to the adjuster. The adjuster told PMC that its policy limit was $10,000/vessel, that Lloyds had no defense obligation and that if it got sued, the cost of the defense would reduce the $10,000 limit.

Fireman's Fund then (August 1999) sued PMC. Albany joined the suit. PMC tendered to the Lloyds adjuster. No response. PMC tendered again. The adjuster responded, saying that Lloyds had no defense obligation, and besides, the Lloyds policy was excess to the other insurance.

PMC then (January 2000) sued "Underwriters at Lloyds." As per the policy, the summons and

complaint were served on Mendes & Mount, a law firm in New York City. There was no answer. PMC obtained an order of default. Six months later (September 2000), PMC obtained a default judgment against Lloyds which provided that Lloyds had an absolute duty to defend PMC at its sole cost, and that Lloyds had violated the WAC claim handling regulations.

Five months later (February 2001), Fireman's Fund, Albany, and PMC cut a deal. PMC stipulated to a $200,000 judgment and assigned all of its rights against Lloyds to Fireman's Fund and Albany.
In September 2001, Fireman's Fund and Albany demanded payment from Lloyds. In January 2002, Lloyds filed a motion to vacate the September 2000 default judgment. It argued that the judgment was void because it was entered against a "non-legal entity," and that it should have been given notice of the motion for default because it had "informally appeared."

The trial court ruled that the judgment was not void, and that Lloyds had not "informally appeared." The Court of Appeals agreed, affirmed the judgment, and said Lloyds owed attorney fees to PMC, Fireman's Fund, and Albany.

## HOLDINGS:

(1) A judgment is void when the court lacks jurisdiction over the parties or the subject matter or lacks the inherent power to enter the order involved.

(2) Where a trial court lacks personal jurisdiction, a default order and judgment are void and must be set aside.

(3) When a party is incorrectly named in a lawsuit, dismissal is not the automatic remedy; rather, the primary consideration is whether the party has been prejudiced.

(4) The caption, body, and service of the complaint sufficiently identify the defendant. Although the caption does not name the particular underwriters, PMC's complaint gives sufficient notice to the underwriters by identifying the policy number, type of policy, policy dates, and the insured.

(5) Ordinarily, a party "appears" in an action when it "answers, demurs, makes any application for an order therein, or gives the plaintiff written notice of his appearance." RCW 4.28.210. But the methods set forth in RCW 4.28.210 are not exclusive. Informal acts may also constitute an appearance.

(6) Lloyds' single letter in response to its policyholder's tender of defense was insufficient to indicate an intent to defend. The letter did not constitute an informal appearance in the lawsuit subsequently filed by PMC against the Lloyds.

COMMENT:

A wonderfully comprehensive review of the jurisdiction and notice of appearance questions.

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Professional Marine Co. v. Underwriters at Lloyds, ___ Wn. App. ___, 77 P.3d 658 (2003).

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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

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HYPERPHRASE TECHNOLOGIES, LLC
and HYPERPHRASE INC.,

Plaintiffs,

v.

MICROSOFT CORPORATION,

Defendant.

ORDER

02-C-647-C

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Pursuant to the modified scheduling order, the parties in this case had until June 25, 2003 to file summary judgment motions. Any electronic document may be e-filed until midnight on the due date. In a scandalous affront to this court's deadlines, Microsoft did not file its summary judgment motion until 12:04:27 a.m. on June 26, 2003, with some supporting documents trickling in as late as 1:11:15 a.m. I don't know this personally because I was home sleeping, but that's what the court's computer docketing program says, so I'll accept it as true.

Microsoft's insouciance so flustered Hyperphrase that nine of its attorneys, namely Mark A. Cameli, Lynn M. Stathas, Andrew W. Erlandson, Raymond P. Niro, Paul K. Vickrey, Raymond P. Niro, Jr., Robert Greenspoon, Matthew G. McAndrews, and William W. Flachsbart, promptly filed a motion to strike the summary judgment motion as untimely. Counsel used bolded italics to make their point, a clear sign of grievous iniquity by one's foe.

True, this court did enter an order on June 20, 2003 ordering the parties not to flyspeck each other, but how could such an order apply to a motion filed almost five minutes late? Microsoft's temerity was nothing short of a frontal assault on the precept of punctuality so cherished by and vital to this court.

Wounded though this court may be by Microsoft's four minute and twenty-seven second dereliction of duty, it will transcend the affront and forgive the tardiness. Indeed, to demonstrate the even-handedness of its magnanimity, the court will allow Hyperphrase on some future occasion in this case to e-file a motion four minutes and ***thirty*** seconds late, with supporting documents to follow up to ***seventy-two*** minutes later.

Having spent more than that amount of time on Hyperphrase's motion, it is now time to move on to the other Gordian problems confronting this court. Plaintiff's motion to strike is denied.

Entered this 1st day of July, 2003.

BY THE COURT:

STEPHEN L. CROCKER
Magistrate Judge

# WHEN THE CHICKENS COME HOME TO ROOST

Years ago, the people of Washington enacted a law which required the members of the Legislature to disclose what they were paid in their real world job, and who paid it. At that time, the profession with the largest representation in the Legislature was the legal profession. Most of these lawyers or the firms to which they belonged were not enthusiastic about disclosing who their clients were. And they sure as hell were not about to disclose how much the clients paid the firm. As a consequence, the lawyers left the Legislature. Their places were taken by the butchers, the bakers, and the candlestick makers. Net result: the laws of the State of Washington were now, for the most part, being written by people not trained in the law. Democracy is full of anomalies.

Now, if the Legislature had kept its focus on the budget, education, and road-building, this would have been fine. But it started writing new laws. In particular, it wrote new laws dealing with tort reform and product liability reform. It was forced into action because the courts had made such a muddle of the topics. Now, the Supreme Court, being of the view that when it came to torts and such, it, not the Legislature, was the final arbiter of what the law was going to be, did not take this meddling lightly. Before the ink was dry on the new law, the Supreme Court blasted the cap on pain and suffering awards. The cap, which was the centerpiece of tort reform, was declared unconstitutional under the quaint notion that it conflicted with the right to trial by jury as it existed in 1889.

The Legislature's other efforts to improve the tort system received a similarly cold reception when they landed in the Temple of Justice. However, the big "gotcha" was saved for the allocation of fault between an intentional tortfeasor and a negligent tortfeasor. Although it was crystal clear that the Legislature intended that fault be allocated among all those who caused the harm, the court in *Welch v. Southland Corp.*, 134 Wn.2d 629 (1998), held that fault could not be apportioned to an intentional tortfeasor. This, of course, created an excruciatingly unfair situation which was antithetical to the purpose of tort reform.

In August, five members of the court voted to correct the situation, recognizing that the Legislature had intended sweeping changes in the law respecting negligent defendant's conduct. The court held that under the allocation statute, the damages resulting from negligence must be separated from those resulting from intentional acts, and the negligent defendants can be jointly and severally liable only for the damages resulting from their negligence. They are not jointly and severally liable for damages caused by the intentional acts of others. The general rule in Washington is proportionate fault. A negligent party is liable for his or her own proportionate share of fault and no more.

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Tegman v. Accident & Medical Investigators, Inc., 150 Wn.2d 102, 75 P.3d 497 (2003).

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# REED MCCLURE IS PLEASED TO ANNOUNCE TWO NEW ATTORNEYS

## WILLIAM L. WEBER III

William L. Weber III has joined Reed McClure as an associate. William is a 1989 graduate of Michigan State University and a *cum laude* graduate of the Detroit College of Law in 1998. William will be working in litigation and insurance. His e-mail address is wweber@rmlaw.com and his phone number is (206) 386-7003.

## DAN J. KEEFE

Dan J. Keefe has joined the firm as an associate. Dan is a 1991 graduate of the University of Washington and a 1995 graduate of the School of Law at Gonzaga University. He will continue his practice emphasis in litigation, primary personal injury defense, including motor vehicle, products, and medical malpractice. Dan's e-mail is dkeefe@rmlaw.com and his phone number is (206) 386-7165.

**Remember, selected back issues of the Law Letter are available on our web site at www.rmlaw.com/newsletter.html ... and Pam Okano's periodic Coverage Column is available at www.wdtl.org/ (see Coverage Uncovered).**

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