WASHINGTON INSURANCE LAW LETTER™

A SURVEY OF CURRENT INSURANCE LAW AND TORT LAW DECISIONS

EDITED BY WILLIAM R. HICKMAN

VOLUME XXXVII, NO. 3 *LAZY DAZE OF SUMMER 2013*

NEW SHAREHOLDER AND ASSOCIATES 45
LIMITED UIM 46
Vasquez v. American Fire & Casualty Co., 174 Wn. App. 132, 298 P.3d 94 (2013).
WATCH YOUR STEP! 47
Millson v. City of Lynden, 174 Wn. App. 303, 298 P.3d 141 (2013).
CR 68 — OFFER OF JUDGMENT 48
Washington Greensview Apartment Associates v. Travelers Prop. Cas. Co., 173 Wn. App. 663, 295 P.3d 284 (2013).
2013 WASHINGTON SUPER LAWYERS AND RISING STAR 49
TWO LITTLE IS GONE 50
Twitchell v. Kerrigan, 2013 Wash. App. LEXIS 1612 (Wash. App. Jul. 15, 2013).
JUST ANOTHER FINE MESS 50
Meade v. Nelson, ___ Wn. App. ___, 300 P.3d 828 (2013).
WDTL INSURANCE PRACTICE SECTION CHAIR 52
FOLLOWING CAR DOCTRINE 52
Jones v. Huaracha-Angel, 2013 Wash. App. LEXIS 1447 (Wash. App. Jun. 17, 2013).
NINE MILE FALLS 53
Rothwell v. Nine Mile Falls School Dist., 173 Wn. App. 812, 295 P.3d 328 (2013).
APPEAL #4 55
Berschauer Phillips Constr. Co. v. Mutual of Enumclaw Ins. Co., 2013 Wash. App. LEXIS 1039 (Wash. App. May 6, 2013) ordered published Jun. 27, 2013.
ON ITS WAY TO THE TEMPLE 57
Morella v. SAFECO Ins. Co. of Illinois, 2013 U.S. Dist. LEXIS 53255 (W.D. Wash. Apr. 12, 2013).
WILLIAM R. HICKMAN 59
E-MAIL NOTIFICATION 59
REED MCCLURE ATTORNEYS 60

Published and Distributed by: REED McCLURE
ISSN 1064-1378
Financial Center, 1215 Fourth, Suite 1700
Seattle, Washington 98161-1087
206/292-4900
© 2013

INDEX

CR 68
- Attorney Fees ····· 48
- Offer of Judgment ····· 48

Danger
- Open and Obvious ····· 47

Direct Action ····· 55
Erickson, Marilee C. ····· 49
Following Car Doctrine ····· 52
Fuld, William H.P. ····· 45
Garnishment ····· 55
Hickman, William R. ····· 49, 59
IFCA
- Actual Damages ····· 57

Ketchley, Caroline S. ····· 45
Mandatory Arbitration Limit ····· 50
Municipal
- Duty ····· 47

Negligence
- Elements ····· 47

Nine Mile Falls ····· 53
Notice of Appearance
- Formal ····· 50
- Informal ····· 50

Okano, Pamela A. ····· 49, 59
Personal Responsibility Doctrine ····· 47
Pipe Bomb ····· 53
PTSD ····· 53
Rankin, John W., Jr. ····· 49
Res Judicata ····· 55
Sidewalks ····· 47
Splitting Cause of Action ····· 55
Two Little ····· 50
UIM
- Business Auto ····· 46
- Coverage ····· 46
- Statute ····· 46

Vacha, Jason E. ····· 45, 49, 52
Worker's Comp Immunity ····· 53

THIS NEWSLETTER IS PROVIDED AS A FREE SERVICE for clients and friends of the Reed McClure law firm. It contains information of interest and comments about current legal developments in the area of tort and insurance law. This newsletter is not intended to render legal advice or legal opinion, because such advice or opinion can only be given when related to actual fact situations.

The entire contents are copyrighted. All information as to permission to copy may be obtained from Mary Clifton at 206/386-7060; Fax: 206/223-0152; E-mail: mclifton@rmlaw.com.

CHANGE OF ADDRESS: Please call Mary Clifton at 206/292-4900; Fax: 206/223-0152; E-mail: mclifton@rmlaw.com.

REED McCLURE
ATTORNEYS AT LAW

Congratulates Our New Shareholder
& Welcomes Associates

Jason E. Vacha
Shareholder

Caroline S. Ketchley
Associate

William H.P. Fuld
Associate

Since 1890, continuing Reed McClure's long standing tradition of providing the highest quality legal services to our clients.

1215 Fourth Avenue, Suite 1700, Seattle, WA 98161
Tel: 206-292-4900 • Fax 206-223-0152
www.rmlaw.com

LIMITED UIM

FACTS:

Tony, the president of Benchmark, was hit by an uninsured motorist while walking in a crosswalk on personal business.

Tony had no auto insurance. Benchmark was the named insured on a business auto policy. Tony made a UIM claim under the Benchmark policy. The company denied the claim because Tony was not a named insured under the Benchmark policy and he was not using a covered auto when he was hit in the crosswalk.

The trial court ruled there was no UIM coverage for Tony, and the Court of Appeals agreed.

HOLDINGS:

1. The interpretation of insurance policy language is a question of law, reviewed de novo.

2. An insurer issuing liability coverage with respect to any motor vehicle registered or principally garaged in Washington must provide UIM coverage "for the protection of persons insured thereunder who are legally entitled to recover damages." RCW 48.22.030(2).

3. The UIM statute is to be liberally construed. Washington courts will void "any provision in an insurance policy which is inconsistent with the statute, which is not authorized by the statute, or which thwarts the broad purpose of the statute."

4. The statute is read into and becomes part of the contract of insurance, overriding exclusionary language in the policy that would narrow UIM coverage below what the statute requires.

5. The Benchmark policy was not intended to place upon the insurer responsibility for loss unrelated to use of a covered auto. Adopting the interpretation Tony advocates would make the business auto policy a personal policy for all employees.

COMMENT:

A nice evenhanded analysis and explanation of Washington UIM law which at times seems inscrutable. Very fortunately, the opinion was published. Most UIM cases have been resolved in favor of the claimant.

Vasquez v. American Fire & Casualty Co., 174 Wn. App. 132, 298 P.3d 94 (2013).

WATCH YOUR STEP!

FACTS:

Nanci was out for a walk. She regularly walked around her neighborhood. She saw many places where the sidewalk had cracked and lifted. In one area, it was so bad she had to walk in the road. She knew the sidewalk conditions in her neighborhood were not good. She walked faster.

She saw one of her neighbors return home. She was distracted. She tripped on the sidewalk. She fell. She was hurt. She sued the city. The trial judge threw the case out of court because the defect in the sidewalk was "open and obvious," i.e., she should have looked where she was going, if she had looked, she would have seen.

Three judges in Division One of the Court of Appeals resurrected Nanci's case, saying that a pedestrian is not required to keep her eyes on the walk immediately in front of her.

HOLDINGS:

1. A municipality has a duty to pedestrians using its sidewalks to keep the sidewalks reasonably safe for their intended use. Generally, "[a] pedestrian on a sidewalk who has no knowledge to the contrary may proceed on the assumption that the city has performed its full duty and has kept the sidewalk in a reasonably safe condition."

2. A pedestrian is not "required to keep his eyes on the walk immediately in front of him at all times."

3. To prove negligence, the plaintiff must establish "(1) the existence of a duty owed to the complaining party; (2) a breach of that duty; (3) a resulting injury; and (4) that the claimed breach was a proximate cause of the injury."

4. While a city is not an insurer of the personal safety of pedestrians, it has a duty to keep its sidewalks reasonably safe.

5. A city is not relieved of its duty to citizens where an offset is open and obvious.

6. Nanci's knowledge of the dangerousness of the particular sidewalk in question does not relieve the City of its duty to provide reasonably safe sidewalks

COMMENT:

Amazing! Here we have a citizen who is not watching out for her own well being, but who is now given a golden ticket to collect from the taxpayers. Has the doctrine of personal responsibility (or responsibility for one's own actions) disappeared altogether from our societal values?

PERSONAL COMMENT:

About six years ago, we were out on a walk around the top of Queen Anne. We noticed a new sushi restaurant across the street. We did not notice the metal cover in the planting strip. Next thing we knew, we were on the ground with blood oozing from several parts of my body, and a broken collar bone protruding from my shoulder.

We managed to make it home and medicated with Tylenol 3 and a soothing chardonnay while waiting for my wife to drive me to the ER. It was a naïve domestic chardonnay without any breeding, but I was amused by its presumption.

Now did we sue the City? Of course not. The accident was my fault for failing to watch where I was going.

Millson v. City of Lynden, 174 Wn. App. 303, 298 P.3d 141 (2013).

CR 68 – OFFER OF JUDGMENT

The continuing growth and evolution of Washington law relative to a CR 68 offer of judgment is clearly reflected in a 21-page published opinion out of Division One. The court's reversal of the trial court summarized the law: where a CR 68 offer of judgment, accepted by the offeree, does not indicate whether an award of attorney fees is included in the offer, and where the underlying authority for such an award does not define attorney fees as "costs", the offeree is entitled to an award of attorney fees in addition to the judgment amount specified in the offer of judgment.

In order to prevent an award of attorney fees in addition to the judgment amount, the offer of judgment must unambiguously indicate that the offer amount includes attorney fees.

The controversy arose in litigation between Travelers and its insured. Travelers made a CR 68 offer of judgment of $30,000 plus costs. The offer did not mention attorney fees. The trial court entered a judgment for $30,000 plus $400 in costs. It refused the insured's request for $192,408.39 in attorney fees. On appeal, the Court of Appeals reversed and remanded to the trial court for the calculation and award of reasonable attorney fees incurred both in the trial court and on appeal.

COMMENT:

Travelers' counsel made a valiant effort, arguing that a written CR 68 offer of judgment which does not mention "attorney fees" really includes "attorney fees." Perhaps the court would have approved the denial of attorney fees if the offer of judgment had included a sentence to the effect "This offer is inclusive of all attorney fees from whatever source imaginable including equity, statute, regulation, Civil Rule, contract, tort, common law or *Olympic Steamship*." Or perhaps not.

Washington Greensview Apartment Associates v. Travelers Prop. Cas. Co., 173 Wn. App. 663, 295 P.3d 284 (2013).

2013 WASHINGTON SUPER LAWYERS AND RISING STAR

Reed McClure is proud to announce that Bill Hickman, Jack Rankin, Pam Okano, and Marilee Erickson were again named to Thomson Reuters' 2013 Washington Super Lawyers list and that Jason Vacha was named to Thomson Reuters' 2013 Rising Stars list.

TWO LITTLE IS GONE

FACTS:

Two Little was a 13-year old Yorkshire Terrier. It was owned by Bill and Deb. It lived next door to Mary Ann. Mary Ann "owned a number of Rottweilers."

One day, two of Mary Ann's Rottweilers escaped. They killed Two Little. Deb watched as Two Little was killed.

Deb and Bill sued Mary Ann. Each plaintiff alleged a claim of $50,000, i.e., $100,000 total.

When Bill and Deb sought to remove the case from the trial calendar and transfer it to RCW 7.06.020 mandatory arbitration, a question arose as to whether the $50,000 limit applied individually or whether it applied to the plaintiffs as a group.

The trial court ruled that the case could not go to mandatory arbitration unless the plaintiffs limited their total arbitration claim to no more than $50,000.

The Court of Appeals said that was wrong. Each "party is entitled to limit the amount claimed up to the maximum arbitrable amount of $50,000."

Twitchell v. Kerrigan, 2013 Wash. App. LEXIS 1612 (Wash. App. Jul. 15, 2013).

JUST ANOTHER FINE MESS

FACTS:

Charity was injured in an auto accident in August 2004. She hired attorney Nelson to bring suit. He failed to timely serve the complaint and the case was dismissed. Attorney Nelson wrote Charity and told her that her remedy was to sue him.

Charity hired the KLF law firm to represent her in her potential malpractice suit against attorney Nelson. Attorney Nelson hired attorney Chris to settle or defend the suit.

Chris and KLF discussed and exchanged e-mails about the case. KLF filed and served its complaint July 28, 2010. Thereafter, KLF made a settlement demand of $250,000. Chris made an offer of $40,000. Chris did not appear

or answer. KLF did not respond to the settlement offer. In November 2010, KLF filed an ex parte motion for default. The court granted the motion.

On August 3, 2011, KLF filed an ex parte motion for a default judgment of $3,958,731.83. At this point, all heck broke loose. Attorney Chris said, "I am flabbergasted." KLF said "too little, too late," and that its heart went out to the defendants. The trial judge said "it's the kind of gotcha practice of law that I don't think much of." He said it was "an easy decision for me" to vacate the default.

The Court of Appeals granted Charity's request for an immediate appeal. The court held that attorney Chris had substantially complied with CR 4(a)(3) and was entitled to notice of the default hearing because the record contained multiple post-litigation contacts between KLF and Chris, including a settlement offer.

HOLDINGS:

1. The record clearly reflects that after Charity filed suit, Chris intended to litigate or settle the case.

2. Under CR 4(a)(3), a "notice of appearance" shall "be in writing, shall be signed by the defendant or his attorney, and shall be served upon the person whose name is signed on the summons."

3. Under CR 55(a)(3), "[a] party who has appeared in an action is entitled to notice of a default judgment hearing and, if no notice is received, is generally entitled to have judgment set aside without further inquiry."

4. For over a century, Washington courts have applied the doctrine of substantial compliance to the appearance rules. ("Substantial compliance with the appearance requirement may be satisfied informally.")

5. When applying "the substantial compliance doctrine," courts should look to "the defendant's relevant conduct [occurring] after litigation [has] occurred."

COMMENT:

This published opinion does serve to clarify that *Morin v. Burris*, 160 Wn.2d 745 (2007), did not represent a substantial deviation from over 100 years of Washington law. Substantial compliance with the appearance requirement

may be satisfied informally. However, best practice is to Put It In Writing, and serve and file it.

The case also points up the fact that once a case starts going wrong, it will keep going wrong. Get it settled and closed as soon as possible. Bad things seldom happen to closed files.

Meade v. Nelson, ___ Wn. App. ___, 300 P.3d 828 (2013).

REED MCCLURE ANNOUNCEMENT

We are pleased to announce that our newest shareholder, Jason Vacha, has been named Chair of the Washington Defense Trial Lawyers' Insurance Practice Section.

FOLLOWING CAR DOCTRINE

FACTS:

Jones and Pablo were going south on I-5. Pablo was 5-6 car lengths behind Jones. A phantom car passed both cars, veered in front of Jones, clipped the bumper, and exited the freeway, never to be seen again.

The Jones car swerved back and forth, coming to a rest perpendicular to and partially blocking the lanes of travel. Pablo hit the Jones car. Jones was injured.

Jones sued Pablo. The trial court dismissed the case. On appeal, the court reversed for a trial because there is a presumption of negligence when a following driver collides with a preceding car.

HOLDINGS:

1. The rule in Washington is that where the driver of a vehicle is following another vehicle, the primary duty of avoiding a collision rests upon the following driver and in the absence of an emergency or unusual conditions, the following driver is negligent if he runs into the car ahead.

2. The prima facie showing of negligence may be overcome by evidence of an emergency or unusual condition, such as when the preceding vehicle

stops suddenly or without warning at a place where a sudden stop is not to be anticipated.

3. The degree to which the following driver is required to anticipate the likelihood of a sudden stop by the preceding car depends on the specific factual circumstances.

4. Except in rare cases, questions about the existence of an emergency or unanticipated condition or whether the following driver was traveling too close under the conditions are for the trier of fact.

5. The presumption of negligence does not apply to a following driver who collides with the preceding car if there was an emergency or unusual condition that could not reasonably be anticipated.

COMMENT:

Among the specific factual circumstances identified by the court was that Pablo should have expected some lane changing because they were near a freeway exit. Be that as it may, not sure Pablo should be charged with expecting the phantom car would hit Jones.

Years ago, i.e., 40 years or so, it seemed as if the majority of auto accident litigation involved "rear-enders." Then they just seemed to disappear. Now with the introduction of texting and drivers checking their e-mail, we can expect a substantial uptick in the number of rear-enders.

Jones v. Huaracha-Angel, 2013 Wash. App. LEXIS 1447 (Wash. App. Jun. 17, 2013).

NINE MILE FALLS

FACTS:

Rothwell v. Nine Mile Falls Sch. Dist., 149 Wn. App. 771 (2009), is one of those cases you know you will not forget. The case began when a student shot himself in the main entrance of the high school. When Debbie, a school custodian, arrived for work, she was ordered to clean up the scene of the suicide. That's when she learned she knew the victim.

The sheriff told her she could not touch the scene. So, the principal had her go through the classrooms looking for bombs. (I'll bet that was not in the job description.) When she got back and started cleaning the scene, she found a book bag which she inspected. The sheriff told her to put it down. The bomb

squad arrived and blew up a pipe bomb from the book bag. Another bomb was blown up on the football field.

Debbie cleaned all night long. At 1 a.m., the super told her to clean up the entryway and get the bomb blast soot off the rocks. He wanted it to look as if nothing had happened.

At 2 a.m., she went back to cleaning the suicide scene, which included getting rid of brain matter, bone bits, and blood.

She finished at 4:15 a.m. and was told to be back at 7:30 a.m. to hand out cookies and coffee. She was ordered to clean up the informal memorial each night.

Debbie sued the super and the school district for the PTSD caused by the negligent and intentional infliction of emotional distress. The trial court dismissed because of workers comp immunity. But Division Three reversed, holding that the IIA did not bar the claim because PTSD was not an "injury" or "occupational disease" under the IIA.

The case went back to the superior court and discovery started. Debbie's mental health expert said that the PTSD was occasioned by having to clean up some of the remains of the high school student who shot himself at the school.

The district moved for summary judgment on the premise that Debbie's PTSD was caused by a single traumatic event, i.e., cleaning the suicide scene, and therefore was an "injury" under the IIA. At first, the court denied the motion but then granted it. Debbie appealed. The Court of Appeals affirmed, saying that based on "the evidence before the court" the PTSD resulted from a single traumatic event.

HOLDINGS:

1. On appeal of a summary judgment, the reviewing court considers the same evidence presented to the trial court. The facts and all reasonable inferences to be drawn from the facts are viewed in the light most favorable to the nonmoving part.

2. The IIA provides the exclusive remedy for workers who are injured during the course of their employment.

3. An industrial "injury" is defined as "a sudden and tangible happening of a traumatic nature, producing an immediate or prompt result, and occurring from without, and such physical conditions as result therefrom."

4. An injury related to stress is treated as an industrial injury under RCW 51.08.100 if the stress resulted from "exposure to a single traumatic event."

5. The expert's testimony and records established that Debbie's PTSD was occasioned by a single traumatic event, the cleanup of the suicide scene. No other evidence was presented as to the cause of the PTSD.

COMMENT:

Something does not seem quite right. Rather than viewing the evidence in a light most favorable to Debbie, and giving Debbie the benefit of all reasonable inferences to be drawn from the evidence, the court created a no-fly zone around the evidence, even while acknowledging that in its earlier opinion it stated that Debbie's condition could have resulted from the stress of cleaning up the suicide scene, searching for bombs, or discovering that a bag she handled contained a pipe bomb.

Rothwell v. Nine Mile Falls School Dist., 173 Wn. App 812, 295 P.3d 328 (2013).

APPEAL #4

As a general rule, insurance litigation (whether indemnity or coverage) does not have a long shelf life. The entities involved want the questions resolved promptly one way or the other.

Accordingly, it is somewhat surprising to stumble across insurance litigation which had its origin 11 years ago, and which is now on its 4th appeal. It began with a badly stained concrete floor at a junior high. In 2003, after completing the defective work, the sub filed articles of termination and went out of business. The next year the general sued the dissolved sub and recovered a $318,611.97 default judgment. The sub was insured by MOE, which was unsuccessful in its effort to vacate the default judgment. That was affirmed in Appeal #1.

In 2008, the general (BP) sued MOE in Thurston County. That dustup generated Appeals #2 and 3. In 2011, BP and MOE stipulated to an order of dismissal of the Thurston County lawsuit "with prejudice". The order said that all "claims of all parties . . . are resolved."

In the meantime, BP filed a new lawsuit against MOE in King County. The trial court dismissed the case, concluding that the claim was barred by the claim-splitting doctrine of res judicata. The Court of Appeals affirmed the dismissal because BP could have and should have raised its direct action claim against MOE in its previous lawsuit against MOE, which involved identical subject matter, the same parties, and a final judgment in favor of MOE.

HOLDINGS:

1. The party raising res judicata must demonstrate that the action involves the same subject matter, cause of action, persons or parties, and quality of persons as a prior adjudication.

2. Res judicata applies both to points upon which the previous court was required to pronounce a judgment, and to every point "which the parties, exercising reasonable diligence, might have brought forward at the time."

3. The public policy favoring prevention of claim splitting applies to a party seeking to recover from an insurer.

4. It is well recognized that an injured third party who has obtained a judgment against an insured can execute on that judgment to levy on the choses in action held by the insured against its insurer.

5. In Washington, a third party may proceed directly against the insurer under the state's garnishment statute on the theory that the duty to indemnify is a debt owed by the insurer to its insured.

6. The central issues in both of BP's lawsuits are the same—whether the sub is liable for a loss covered by the MOE policy, and whether MOE had a duty under its policy to indemnity CSS. Both the Thurston County and King County lawsuits depended entirely upon MOE's underlying duty to indemnify the sub.

COMMENT:

Just a gem of an opinion which treats the ancient doctrines of claim-splitting, res judicata, and collateral estoppel in the context of insurance. Most lawyers, I suspect, have not had the occasion to encounter these doctrines since the fall semester of their first year of law school.

Incidentally, the garnishment statute is seldom used since if the claimant or the insured loses, the loser becomes liable for the other side's attorney fees.

Berschauer Phillips Constr. Co. v. Mutual of Enumclaw Ins. Co., 2013 Wash. App. LEXIS 1039 (Wash. App. May 6, 2013) ordered published Jun. 27, 2013.

ON ITS WAY TO THE TEMPLE

One of the benefits of having parallel court systems (federal and state) is that occasionally a judge in the federal system can ask a state court to answer a question concerning state law. That way they do not have to guess. That is what has occurred in a case pending in the U.S. District Court for Western Washington. The judge has asked the Washington Supreme Court to answer this question:

> How are "actual damages" calculated or defined under the Insurance Fair Conduct Act (RCW 48.30.015) where, as in this case, the insured obtained a $62,000 arbitration award in his favor prior to initiating the IFCA action in state court?

The judge asked the court for "expedited review" so we may have an answer within a year or so. The case has been set for oral argument on October 22, 2013. There is another IFCA case floating around the Temple not yet set for argument.

Without going into the facts and details of the case, we may note some comments made by the district court judge when he shipped the file to Olympia.

1. The company offered $1,500 in full settlement of his claim.

2. Plaintiff proposed a settlement amount of $75,000.

3. Although the claim was evaluated at between $11,194.80 and $15,694.80, the company opted to repeat its original settlement offer of $1,500.

4. The company revised its settlement offer from $1,500 to $45,000. The parties went to arbitration.

5. The arbitrator awarded $62,000 in general damages.

6. The company's conduct in this matter – "a lowball offer in the hopes that its insured would accept less than adequate compensation for his damages in order to avoid the delay and expense of litigation – is exactly the type of unfair act or practice at which WAC 284-30-330(7) is aimed."

7. The district court found that an offer of $1,500 in payment of a claim that the company internally valued at seven to ten times as much and which had not been fully investigated was an unreasonable denial of the payment of benefits to which the insured was entitled.

Morella v. SAFECO Ins. Co. of Illinois, 2013 U.S. Dist. LEXIS 53255 (W.D. Wash. Apr. 12, 2013).

WILLIAM R. HICKMAN

William R. Hickman is "Of Counsel" with the firm. After 45 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, 2012, and 2013.

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 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).

REED MCCLURE ATTORNEYS

EARLE Q. Bravo ..... ebravo@rmlaw.com 206/386-7165
MICHAEL N. Budelsky ..... **mbudelsky@rmlaw.com 206/386-7008**
MARILEE C. Erickson..... merickson@rmlaw.com.....206/386-7047
DANIELLE M. Evans ..... devans@rmlaw.com.....206/386-7185
WILLIAM H.P. Fuld ..... wfuld@rmlaw.com.....206/386-7097
WILLIAM R. Hickman..... whickman@rmlaw.com 206/386-7011
CAROLINE S. Ketchley..... cketchley@rmlaw.com.....206/386-7124
CHRISTOPHER J. Nye..... cnye@rmlaw.com 206/386-7022
PAMELA A. Okano..... pokano@rmlaw.com 206/386-7002
JOHN W. Rankin, Jr..... jrankin@rmlaw.com.....206/386-7029
MICHAEL S. Rogers..... mrogers@rmlaw.com 206/386-7053
JASON E. Vacha..... jvacha@rmlaw.com 206/386-7017

WHERE TO FIND US:

REED McCLURE
FINANCIAL CENTER
1215 Fourth Avenue, Suite 1700
Seattle, WA 98161-1087

OUR TELEPHONE NUMBERS:

main: 206.292.4900
fax: 206.223.0152

www.rmlaw.com