WASHINGTON INSURANCE LAW LETTER™

A SURVEY OF CURRENT INSURANCE LAW AND TORT LAW DECISIONS

EDITED BY WILLIAM R. HICKMAN

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AND ONE MORE FOR THE ROAD

FACTS:

"After a night of drinking", Rebecca crashed her car into two parked cars. Nick was seriously injured. Nick, Rebecca, and Dan had started drinking at the "Impromptu" bar. There she had "15 plus drinks." The trio then moved on up to the "Red Onion Tavern". She had less than one drink there. They finished the evening at the appropriately named "Twilight Exit." There, she had between one and four hard alcohol drinks.

Nick sued Rebecca, the Red Onion, and the other two bars. The claim against the Red Onion was negligent overservice of Rebecca while she was apparently under the influence of alcohol.

The Red Onion moved for summary judgment pointing out that it was undisputed that she was there for less than half an hour, had less than one drink and, notwithstanding what she had ingested at the Impromptu, the patrons at the Red Onion observed no apparent intoxication. The court granted the motion and the Court of Appeals affirmed because Nick presented "no admissible evidence that Red Onion Tavern served alcohol to [Rebecca] while [she was] apparently intoxicated."

HOLDING:

1. RCW 66.44.200(1) prohibits the sale of alcohol to anyone "apparently under the influence of liquor." That language also establishes the standard of civil liability for a commercial host in an overservice case.

2. "Apparently" means "'readily perceptible to the senses'" and 'capable of being readily perceived by the sensibilities or understanding as certainly existent or present.'"

3. The "apparently under the influence standard" replaced the common law "obviously intoxicated" standard. While "the two standards differ meaningfully," cases interpreting a plaintiff's evidentiary burden to defeat summary judgment under the common law standard remain good law.

4. To survive summary judgment in an overservice case, a plaintiff must demonstrate "that the tortfeasor was 'apparently under the influence' by direct, observational evidence at the time of the alleged overservice or by reasonable inference deduced from observation shortly thereafter."

5. Evidence of the amount of alcohol consumed is insufficient to establish that the person was apparently under the influence at the time of service.

COMMENT:

We should note that the bulk of the opinion is taken up with an analysis and discussion of hearsay. In case you forgot, hearsay is a statement, other than one made by the declarant while testifying at the trial or hearing, offered in evidence to prove the truth of the matter asserted. However, it is subject to so many exceptions that sometimes it seems to disappear altogether. Here the judge skillfully worked her way through what oftentimes seem to be conflicting rules.

The case is significant also to a steadily diminishing group: i.e., those who were practicing law in the late 60's or early 70's. In those days, following the repeal of the Dram Shop Act there was very little exposure for commercial vendors of alcohol. A reading of *Halvorson v. Birchfield Boiler, Inc.*, 76 Wn.2d 759, 458 P.2d 897 (1969) will take you to a world you will not recognize.

Ensley v. Mollmann, 155 Wn. App. 744, 230 P.2d 599 (2010).

2010 WASHINGTON SUPER LAWYERS

The June 2010 issue of Washington Super Lawyers announced that Reed McClure attorneys Marilee Erickson, Jack Rankin, Pam Okano, and Bill Hickman had been named as Washington Super Lawyers for 2010. In addition, Pam Okano was selected as one of the top 50 women lawyers in the state.

CELL PHONE CALL NEGATES NIED CLAIM

FACTS:

Mrs. Ko was injured in an auto accident. She called her husband and told him about the accident. He arrived at the scene just as she was being put into the ambulance. She told him she hurt but was glad to be alive.

Mr. Ko drove to the hospital. He spent a couple hours with his wife and then went outside for some fresh air. While sitting in his car, he had a heart attack and died.

Among the claims asserted in the subsequent lawsuit was a claim of negligent infliction of emotional distress (NIED) on behalf of Mr. Ko.

The trial court dismissed the NIED claim. The Court of Appeals affirmed primarily because Mr. Ko did not arrive "unwittingly" at the scene of the accident.

HOLDING:

1. The tort of negligent infliction of emotional distress "is a limited, judicially created cause of action that allows a family member a recovery for 'foreseeable' intangible injuries caused by viewing a physically injured loved one shortly after a traumatic accident."

2. In order to recover, the bystander plaintiff must be present at the scene of the injury-causing accident or arrive shortly thereafter, and must demonstrate objective symptoms of emotional distress.

3. A plaintiff must come across the scene of an event "unwittingly" rather than having been alerted to the event ahead of time.

COMMENT:

The court relied upon the opinion in *Colbert v. Moomba Sports, Inc.*, 163 Wn.2d 43 (2008). There, a father received a phone call advising him that his daughter had disappeared while swimming. Accordingly, his arrival on the scene of the accident did not occur unwittingly.

Ko v. Seaview Chevrolet, 2010 WL 2827136 (Wash. App. July 2010).

ANOTHER GRASSY PATCH

FACTS:

At 1:45 a.m., Dorothy drove her truck up to the Ball plant to pick up a trailer. After getting hooked up, Dorothy got out to inspect the load. This involved walking on an ungraded area of natural vegetation. As she walked, her right foot went into a small obscured hole. She fell and hurt her ankle.

Dorothy sued Ball alleging that Ball had negligently created and failed to correct the hazards in the grassy area. Ball denied liability and moved for summary judgment arguing that it was not negligent and did not breach its duty of care because the dangers of walking on a natural ungraded area in the middle of the night were known and obvious.

The trial court dismissed. The Court of Appeals affirmed stating that Dorothy failed to present any evidence that the natural vegetation was an unreasonable danger or that Ball knew or should have known of an unsafe condition.

HOLDING:

1. A defendant can move for summary judgment by showing that there is an absence of evidence to support the plaintiff's case. If the defendant shows an absence of evidence, the burden then shifts to the plaintiff to set forth specific facts showing a genuine issue of material fact. All evidence and reasonable inferences are construed in the light most favorable to the nonmoving party. The nonmoving party may not rely on speculation or "mere allegations, denials, opinions, or conclusory statements". Supporting affidavits must contain admissible evidence that is based on personal knowledge. A party's self-serving opinion and conclusions are insufficient to defeat a motion for summary judgment.

2. To establish negligence, Dorothy must prove (1) the existence of a duty, (2) breach of that duty, (3) injury, and (4) proximate cause between the breach and the injury.

3. There is no dispute that Ball owed Dorothy a duty of reasonable care as an invitee. But a landowner is only liable to an invitee for physical harm caused by a dangerous condition on the land if the landowner; (a) knows or by the exercise of reasonable care would discover the condition, and should realize that it involves an unreasonable risk of harm to such invitees, and

(b) should expect that they will not discover or realize the danger, or will fail to protect themselves against it, and (c) fails to exercise reasonable care to protect them against the danger.

4. A landowner is not generally liable to invitees for harm caused by obvious dangers.

5. Dorothy did not present any admissible evidence that Ball created the alleged dangerous condition or that Ball knew or should have known that the grassy area presented an unreasonable risk of harm to invitees.

COMMENT:

Textbook example of how to write an opinion. Lay out the bare but essential facts, the applicable law, and then mold them together in the analysis. The opinion leaves the casual reader with no question as to how and why the court reached the decision it did.

Narrance v. Ball Metal Beverage Container Corp., 2010 WL 1379990 (Wash. App. Apr. 5, 2010).

ANAMARIA GIL

PRACTICE

Ms. Gil is a shareholder in the Reed McClure law firm and has almost 20 years of litigation experience.

LITIGATION:

Ms. Gil focuses her litigation practice on personal injury defense litigation, including premises liability, products liability, false arrest, false imprisonment, and motor vehicle accidents. Ms. Gil has considerable experience handling claims involving serious personal injuries. Ms. Gil has a special interest and expertise in claims involving allegations of traumatic brain injury.

MEDIATION:

In addition to her litigation practice, Ms. Gil offers her services as a neutral mediator. Ms. Gil focuses her mediation practice on resolving personal injury lawsuits, including those involving Spanish-speaking parties. As a trial lawyer for nearly 20 years, Ms. Gil brings a wealth of experience, knowledge and understanding to the table in order to help litigants resolve disputes in a manner which promotes closure and dignity. Ms. Gil offers innovative dispute resolution strategies, particularly where language or cultural differences have created additional barriers to settlement.

Ms. Gil is available to conduct mediations in Seattle, and also, throughout the Pacific Northwest, at your facilities or at a mutually agreeable location.

EDUCATION

Mediating the Litigated Case, Pepperdine University School of Law, Straus Institute for Dispute Resolution, 2010

Professional Mediation Skills Training Program, University of Washington School of Law, 2008

Northwestern University School of Law, J.D., 1992

University of Washington, Political Science Honors Program, B.A., 1989

BACKGROUND

Ms. Gil was born an American citizen abroad in Tegucigalpa, Honduras, and traveled extensively through Latin America as a child. In the last 10 years, she has dedicated herself to building on the Spanish she spoke as a child, and becoming fluent in casual Spanish conversation, and also in business and legal matters. She is able to communicate comfortably and effectively with Spanish-speaking parties on a wide variety of legal matters.

ARBITRATION

The number of arbitration cases coming out of the appellate courts continues to increase. Whether this is due to disputes being shunted off to arbitration by unilateral contract provisions, or by parties being of the view that even "binding arbitration" is not over 'til it's over is not clear. So, let us examine a few of them.

In *FIA Card Services v. Kiseler*, Division One, in an unpublished opinion, held that a motion to vacate an arbitration award must be filed within 90 days after the moving party receives notice of the award. Now that sounds reasonable, or at least not unreasonable. Where it gets odd is when we note that the plaintiff, who received the favorable arbitration award, waited until after the 90 days had passed before it filed a motion for judgment on the arbitration award. The defendant responded to the motion with a response which included a countermotion to set aside the award.

The Washington court, following the Federal Arbitration Act (9 U.S.C. §§ 1-16) and federal case law, held that a party may not bring a motion to vacate, modify, or correct an arbitration award after the three-month period has run, even when raised as a defense to a motion to confirm an arbitration award. You snooze, you lose.

In a lengthy and complex opinion out of the Ninth Circuit (*Lagstein v. Certain Underwriters at Lloyds*, 607 F.3d 634 (9th Cir. 2010)), the court identified a host of arbitration rules, including:

1. Unless an arbitration award is vacated or modified pursuant to the Federal Arbitration Act (FAA), confirmation is required **even in the face of erroneous findings of fact or misinterpretation of law**.

2. A district court may not vacate an arbitration award simply because the court disagrees with its size.

3. The provision of the FAA governing vacatur of arbitration awards does not sanction judicial review of the merits. Whether or not an arbitration panel's findings are supported by the evidence in the record is beyond the scope of a federal court's review.

4. The provision of the FAA permitting vacatur of an award "where the arbitrators exceeded their powers" is a very high standard. It is not enough to

show that the panel committed an error, or even a serious error; rather, arbitrators "exceed their powers" not when they merely interpret or apply the governing law incorrectly, **but when the award is completely irrational, or exhibits a manifest disregard of law**.

All of this came about because Dr. Lagstein took out a disability policy in 1989, filed a claim in 2001, and in 2003, not having received a decision on his claim, sued the insurer. The insurer got the case stayed because the policy called for "binding arbitration." All three arbitrators found the insurer had breached the insurance contract. A majority of them concluded the doctor should get the full value of the policy ($900,000), and $1,500,000 for emotional distress and then for good measure, $4,000,000 in punitive damages.

The insurer was no longer enamored of this "binding arbitration" and asked the district court judge to vacate the awards. The judge did that concluding that the size of the awards was excessive, and in manifest disregard of the law and that the punitive damage award was against public policy and exceeded the panel's jurisdiction.

Dr. Lagstein did not care for this turn of events. So he appealed to the 9th Circuit, and the 9th Circuit concluded that just about every ruling the trial judge had made was wrong. They reversed the vacatur, and remanded for confirmation of the $6,000,000 award made by the arbitrators. In this case, "binding arbitration" was "binding."

And we even have the U.S. Supreme Court getting into the action in an employment dispute (with a 5-4 decision) which was summarized thus:

> The Supreme Court held that if a party specifically challenges the enforceability of that particular agreement to arbitrate, the district court considers the challenge. But if the party challenges the enforceability of the agreement as a whole, the challenge is for the arbitrator. Thus, if a party challenges the precise agreement to arbitrate, the federal court must consider the challenge.

That is one mighty fine distinction. *Rent-A-Center, West, Inc. v. Jackson*, 130 S. Ct. 2772 (2010).

And, if you want some more fine distinctions, we note that Division I wrote a 32-page, 145-footnote opinion explaining what happens when the decedent signed an agreement to arbitrate all disputes and claims for damages from his personal injury. The court said that since the decedent's heirs (who were making a wrongful death claim) had not signed an agreement to arbitrate their wrongful death claims, they did not need to.

Yes, you have that right. If the decedent were not a decedent, his personal injury claim would go to arbitration. But because the decedent is a decedent, the wrongful death claim arising from his personal injury goes to court. But any RCW 4.20.046(1) survival claims are subject to arbitration. Truly a case which requires careful reading.

Woodall v. Avalon Care Center-Federal Way, LLC, 155 Wn. App. 919, 231 P.3d 1252 (2010).

UNPUBLISHED UIM

In recent months, we believe we have noticed a substantial change in the Court of Appeals' attitude toward publishing opinions. (All Supreme Court opinions,, no matter the merit, are published.) In the early years, i.e., 1970-1980, you could expect that 2/3 of the opinions would not be published. Most recently, it appears that the ratio of unpublished to published has changed to 90/10. Not only that, but motions to publish, which were frequently granted earlier are now granted rarely. Included within the unpublished camp are many reversals. A reversal generally means the trial judge got the law wrong. To keep others from being led into similar error, those mistakes should be published. Reversals and split decisions call out for publication.

In any event, what brought all this up was a wonderful, albeit unpublished, opinion on UIM out of Division One. As you no doubt recall, the UIM statute, RCW 48.22.030, requires every new or renewed policy of auto liability insurance to provide UIM coverage in the same amount as the insured's third-party bodily injury liability coverage unless the insured rejects such coverage in writing. Once the insured rejects UIM, the company cannot provide supplemental or renewal policies with UIM coverage unless the insured requests reinstatement of UIM in writing. (RCW 48.22.030(4).)

Sounds good on paper, but human nature being what it is, some problems arise. This is usually in the form of the insured keeping the UIM limits and premiums to a minimum, and then after the accident seeking to get UIM limits increased. There are many variations.

This one involved adding another vehicle to the policy. The insured argued that adding another vehicle created a new policy, triggering the company's duty to obtain a UIM waiver. The court pointed out that a change to the liability limit on UIM coverage would be deemed a material change that creates a new policy for purposes of the UIM waiver. Adding another vehicle was not a material change. No new waiver was required. The UIM limits stayed where they were.

The opinion directs the reader to other opinions which developed the "materiality" standard. *Jochim v. State Farm*, 90 Wn. App. 408 (1998). *Torgerson v. State Farm*, 91 Wn. App. 952 (1998). *Johnson v. Farmers*, 117 Wn.2d 558, (1991).

Wright v. Pemco Mutual Ins. Co., 2010 WL 1433123 (Wash. App. Apr. 12, 2010).

ANOTHER OIL SPILL

FACTS:

Bernd drove a rig for American Petroleum, a company that transports waste oil products. He was assigned to drive an empty truck to Canada to pick up a load of used oil. Prior to leaving, he did a pre-trip inspection to make sure everything was fine. Among other things, he inspected the tie-downs which secured the suction hoses in place.

Out on I-5, he drove north a few miles when he noticed that a suction hose had broken loose and was dragging on the ground behind the truck. Also behind the truck was Rayna driving her Ford Explorer with her two children in the back seat. Rayna hit a "slick" spot and went out of control, sliding off the freeway and rolling over three or four times. She was injured.

Meanwhile, Bernd pulled over to the shoulder and discovered that one of the tie-downs had ruptured causing the suction hose to come out and become caught in the tires, where it was ripped apart.

Rayna sued Bernd and his employer for negligence. Both sides moved for summary judgment. The trial court judge (i.e., Judge Hickman) stated that "this is a classic case of negligence on the part of the defendant." And he found the negligence was a proximate cause of the injuries from this accident and from one which occurred two years later. This left the jury not much to decide but the amount of the general damages.

The truckers appealed. A majority of the court agreed with the truckers that there were material issues of fact as to whether they had breached their duty of care.

HOLDING:

1. Negligence is the failure to exercise reasonable care. Common law negligence encompasses four basic elements: duty, breach, proximate cause, and resulting injury.

2. If all reasonable minds would conclude that the defendant failed to exercise ordinary care, the trial court can find negligence as a matter of law.

3. A driver owes a duty of care to other nearby drivers. Every person using a public street or highway has the right to assume that other persons thereon will use ordinary care and obey the rules of the road.

4. Rayna presented evidence tending to support a negligence claim.

5. However, the defendants presented evidence that the hose was appropriately secured upon departure and that – along with road conditions – a ruptured tie-down caused the hose to become loose.

6. Viewing the evidence in a light most favorable to the defendants, we cannot say as a matter of law that the defendants breached their duty of care by failing to properly maintain, inspect, or anticipate the tie-down's rupture.

COMMENT:

The dissenting judge spent several pages reviewing the doctrine of res ipsa loquitur. She concluded that the conclusion of her colleagues was "speculative and erroneous."

Tough case to call. Rayna was not expecting to encounter a blob of oil. Likewise, Bernd was not expecting the tie-down to break. Let the jury handle it.

Mattson v. American Petroleum Envtl. Servs., Inc., 2010 WL 1453997 (Wash. App., Apr. 13, 2010).

IN CASE YOU MISSED IT

In case you missed Reed McClure's Eleventh Insurance Law Seminar on May 26, 2010, we are providing you with a short article on Washington's Insurance Fair Conduct Act which asks the question, "Is it working?" It is written by Reed McClure litigator Marilee Erickson.

Washington's Insurance Fair Conduct Act
Is It Working?

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I. IFCA – BACKGROUND AND OVERVIEW

In 2007, Washington voters approved the Insurance Fair Conduct Act effective December 6, 2007. IFCA is codified at RCW 48.30.010(7) and RCW 48.30.015.

In its two and one-half years of existence, Washington courts have still had few opportunities to interpret IFCA. No Washington state appellate court has published a decision interpreting the statute. Federal courts in Washington have issued several IFCA decisions. At least one jury has returned verdict on an IFCA claim.

Since the Insurance Fair Conduct Act was a twinkle in WSTLA's eye (i.e. early 2007), insureds have filed nearly 2,000 notices with the Washington State Office of Insurance Commissioner ("OIC"). When the Insurance Commissioner receives the notice, the notice is stamped to show the date of receipt and added to the list of notices. As of April 29, 2010, the OIC had received 2,016 notices. The OIC has not, as of now, done any substantive analysis of the IFCA notices.

The OIC did categorize the 1,224 notices that had been filed as of October 2009. Over 70% were filed by individuals. Approximately 70% involved auto claims. A mere 6% involved homeowner claims. The remaining 24% of IFCA notices involved a mixture of disability, life, business interruption, CGL, contractor liability, director and officer, and employment claims.

II. IFCA APPLIES PROSPECTIVELY

The federal courts in Washington have clearly and repeatedly held that IFCA applies prospectively only. *Malbco Holdings LLC v. AMCO Insurance Company*, 546 F. Supp. 2d 1130 (E.D. Wash. 2008); *Aecon Buildings, Inc. v. Zurich North America,* 2008 WL 895978 (W.D. Wash. 2008); *Shepard v. Foremost Insurance Company*, 2008 WL 5143024 (W.D. Wash. 2008), and *HSS Enterprises LLC v. Amco Insurance Co.*, 2008 WL 312695 (W.D. Wash. 2008).

III. IFCA CLAIM CANNOT BE BROUGHT AGAINST EMPLOYEES OR AGENTS

IFCA creates a statutory cause of action against an insurer. In *Lease Crutcher Lewis WA, LLC v. National Union Fire Ins. Co. of Pittsburgh, PA,* 2009 WL 344762 (W.D. Wash. 2009), the court concluded that IFCA actions may only be pursued against insurers and not the insurer's employees or agents. The court's decision was based not on the statutory language, but on the limited legislative history.

IV. PROCEDURAL DEFENSES

A. Failure to Provide Twenty Day Notice

RCW 48.30.015(8) requires a first party claimant to serve notice on the Insurance Commissioner and the insurer before pursuing a lawsuit asserting an IFCA claim. If the notice was not served on both entities, the IFCA suit has not been perfected.

Questions will arise about what constitutes notice to the insurer. Is a notice sent to an insurance agent for the company sufficient? Is a notice sent to a particular claim office sufficient? Is notice sent to the company headquarters sufficient? Must the notice be sent to the insurer's registered agent? Is notice to an attorney representing the insurer sufficient?

B. Notice Failed to Identify Basis for Action and Means to Resolve

The statute states that if the insurer does not "resolve the basis for the action" within twenty days after receiving the notice, the first party claimant can file suit. RCW 48.30.015(8)(b) and (c). Sometimes the IFCA notice fails to identify what relief the first party claimant is seeking. If the notice does not

explain how the insurer can resolve the basis for an action under IFCA, the notice does not satisfy the language and purpose of IFCA.

C. Notice Filed While Litigation Pending to Amend Complaint

Insureds frequently assert an IFCA violation while a lawsuit is already pending. The insured waits for the twenty day notice period to pass and then files an amended complaint. Such attempts to pursue an amended complaint asserting an IFCA claim can be challenged as inconsistent with the statutory language. The IFCA statute states the insured must give notice before filing an *action*. Washington courts have consistently interpreted "action" as a lawsuit. If a lawsuit is already pending, the 20 day notice is not sent before the *action* is filed.

V. TREBLE OR PUNITIVE DAMAGES

The IFCA statute permits a superior court to impose up to treble actual damages after finding an insurer has acted unreasonably in denying a claim for coverage or payment of benefits or violated one of the WAC subsections listed in the RCW 48.30.015. The treble damages provision is subject to a constitutional challenge because it fails to provide any guidance on what factors a court should use to treble damages. The United States Supreme Court has held that it is a violation of the Due Process Clause of the Fourteenth Amendment to award punitive damages based on conduct that is not morally reprehensible. *See Philip Morris USA v. Williams*, 127 S.Ct. 1057 (2007) (vacating an Oregon punitive damages award based on "fundamental due process concerns").

VI. UNANSWERED QUESTIONS

A. Denial of Coverage or Payment of Benefits – Prerequisite to IFCA Lawsuit

IFCA creates a statutory cause of action against an insurer for the unreasonable denial of a claim for coverage or payment of benefits. RCW 48.30.015(1). Attorneys have discussed whether violation of a WAC will entitle one to IFCA remedies (i.e. mandatory attorney fees and costs and possibility of treble actual damages). There is no definitive answer. However, at least one federal judge was willing to relieve a carrier of the potential of treble damages for a WAC violation. *Oregon Mut. Ins. Co. v. Seattle Collision Center, Inc.*, 2009 WL 3067036 (W.D. Wash. 2009).

B. What Are Actual Damages

The statute leaves many terms undefined. For example, IFCA permits recovery for "actual damages." What are "actual damages?" Are they the

policy limits? Are they the amount that the insured has been awarded in litigation? What measure should be used to determine "actual damages?" Are "actual damages" the same as damages recoverable for bad faith or violations of the Consumer Protection Act? Expect that the insureds will be seeking the most expansive and expensive definition of "actual damages."

VII. TRENDS

Removing Cases to Federal Court

If a lawsuit alleging IFCA claims is filed in state court, many carriers are now removing those cases to federal court based on diversity jurisdiction. To satisfy the requirements of diversity jurisdiction, the amount in controversy much exceed $75,000. One federal court determined the $75,000 amount in controversy was satisfied by simply trebling the $31,000 the insured was seeking for vehicle damage. *Trujillo v. Allstate*, 2009 WL 2843348 (W.D. Wash. 2009). In removing the case to federal court, the carrier should keep in mind that treble damages will be decided by a jury, not a judge. Also, in federal court, parties are only guaranteed a jury of six persons in a civil case.

WILLIAM R. HICKMAN

William R. Hickman is "Of Counsel" with the firm. After 42 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 named a "Washington Super Lawyer" in 2001, 2003, 2005, 2006, 2007, 2008, 2009, and 2010. He can be reached at whickman@rmlaw.com.

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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