No. 91510-5
SUPREME COURT
OF THE STATE OF WASHINGTON

PATRIOT GENERAL INSURANCE COMPANY, a foreign corporation,

Petitioner,

v.

JORGE GUTIERREZ and JANE DOE GUTIERREZ, and their marital community, and JAVIER GUTIERREZ,

Respondents.

RESPONDENT JORGE GUTIERREZ'S ANSWER TO PETITIONER'S PETITION FOR REVIEW

Walla Walla County Superior Court No. 12-2-00908-3
Court of Appeals, Division III, No. 32109-6-III

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I. IDENTITY OF RESPONDENT

Respondent Jorge Gutierrez, the named insured of the policy in dispute and father of respondent Javier Gutierrez, opposes Patriot General's petition for review.

II. INTRODUCTION

This case arises out of a dispute over whether Javier is an insured under Jorge's Patriot General insurance policy. Javier, who lived with his parents, was injured as a passenger in a one-car collision for which the driver had no liability coverage.[1] He made a claim for benefits under the underinsured motorist (UIM) coverage portion of Jorge's policy, which Patriot General denied. Patriot General's policy insures the named insured, spouse, and any "relative" living with the named insured. It also requires disclosure of all relatives age 14 and older. Nowhere does the policy state that undisclosed relatives are not considered insureds under the policy. The dispute here is over whether the failure to disclose Javier clearly and unambiguously excludes him from insured status.

In the face of the unclear meaning of the disclosure requirement of relatives age 14 and over, the Court of Appeals held there were two equally plausible definitions of the term "relative" – one that makes Javier

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[1] Because both respondents have the same last name, this brief will refer to them by the first names Jorge and Javier to avoid confusion.

an insured, subject to a disclosure requirement triggering a different analysis, or one in which the failure to disclose Javier removed him as an insured. Given the two potential meanings, the Court of Appeals applied the long-standing rule of insurance policy interpretation that any ambiguity is construed against the insurer as the drafter and in favor of coverage. It held Javier was an insured.

In its petition, Patriot General failed to point to any case that demonstrates the Court of Appeals' analysis was incorrect. Petitioner fails to account for the fact that the ambiguity rule is used in any insurance policy interpretation – including interpreting both inclusionary and exclusionary provisions. Petitioner fails to explain how it was inappropriate for the Court of Appeals to rely on the ambiguity rule.

Petitioner's attempts to categorize the Court of Appeals' decision as sweeping and in conflict with 40 years of Washington case law misunderstand the court's holding. Nowhere does the Court of Appeals' opinion interfere with an insurer's right to define who is covered for UIM purposes, as petitioner alleges. The court applied basic principles of policy interpretation to hold the ambiguity favored coverage. The Court of Appeals' unremarkable decision simply does not implicate any of the RAP 13.4(b) factors the Court uses to consider whether review is appropriate. There is no conflict of law. Nor did Patriot General put forth any evidence

this issue is one that is likely to reoccur or impacts a large number of people. The petition for review should be denied.

If the petition for review is granted, Respondent urges this Court to consider two additional arguments argued below but not addressed by the Court of Appeals: (1) if Patriot General did successfully unambiguously define Javier as not an insured, does that conflict with the UIM statute RCW 48.22.060, and (2) does public policy permit an insurer to exclude the child of a named insured who has no other means of obtaining UIM insurance?

III. RESTATEMENT OF THE ISSUES

1. Petitioner's policy defined who is an insured to include relatives living with the named insured. It also required disclosure of resident relatives of the named insured over the age of 14. The policy did not state anywhere the failure to disclose those relatives meant those relatives were not considered insureds under the policy, as compared with other provisions in the policy that clearly stated certain classes of people were not insureds. Javier, son of Jorge, lived with his father, but was not disclosed. The Court of Appeals held that Patriot General's failure to unambiguously state undisclosed relatives were not insureds rendered the definition ambiguous; it applied the long-standing rule that ambiguity is construed against the drafter to conclude that Javier was an insured. Did

the Court of Appeals err in applying the ambiguity rule? [No.]

Alternatively, if the Court accepts review, it should also consider two additional issues:

2. If the plain language of Patriot General's policy unambiguously excluded Javier from insured status, is this language void because it conflicts with the UIM statute and the statutory definition of "insured" that applies to it? [Yes.]

3. If not, does public policy, which calls for broad UIM coverage to protect innocent injured parties, prohibit Patriot General from excluding coverage for Javier, who has no other way to get his own UIM insurance? [Yes.]

IV. RESTATEMENT OF THE CASE

A. Jorge Bought Insurance Intending To Cover His Children

Respondent Jorge Gutierrez, a non-English speaker, went to a Spanish-speaking insurance agent for auto insurance in 2010, intending to cover his entire family, including his son, Javier. CP 106, ¶ 4, 5. The application was in English and Jorge provided the information to the agent, who entered the information into the form and instructed him where to initial and sign. *Id.*, ¶ 4. Jorge did not know he was required to disclose of all his children age 14 and over. *Id.*, ¶ 5 Jorge did not know he was agreeing his children would not be covered. *Id.*

B. Javier Was Injured While Riding As A Passenger In An Uninsured Car Involved In A Collision.

In January 2011 Javier was riding as a passenger in a friend's vehicle and was seriously injured in a one-car collision. CP 103, ¶ 4. The friend did not have liability insurance. Javier did not have any way to get automobile insurance besides through his father. CP 103, ¶ 5; 107, ¶ 8.

Javier – with Jorge's help – alerted Patriot General about the collision and eventually made a claim for his injuries. CP 106, ¶ 3. Patriot General denied Javier's claim. This was the first time Jorge found out the policy required disclosure of any relatives. *Id.*, ¶ 6.

C. Patriot General Sued Jorge and Javier and Lost on Summary Judgement.

Patriot General then sued both Jorge and Javier, asking the Court for a declaration that it owed no coverage to Javier for his injuries. *Id.*, ¶ 3; CP 1-3. Patriot General moved for summary judgment on the issue of coverage, arguing Javier was not an insured under the policy. CP 4-15. The Walla Walla Superior Court Commissioner denied the motion, ruling the insurer could not contractually narrow the statutory definition of "insured" contained in RCW 48.22.005(5), which is read into the policy. CP 160-63. Under that definition, Javier qualified as an insured. *Id.*

Patriot General moved to revise the Commissioner's order, which was denied by the trial judge. CP 223-226. Patriot General filed motion for

discretionary review, which the Court of Appeals granted. CP 248-49.

D. The Court of Appeals Affirmed

The Court of Appeals affirmed the trial court under a different theory briefed to the trial court but not ruled upon. *Patriot General Ins. Co. v. Gutierrez*, __ Wn. App. __, 344 P.3d 1277, 1278-79 (2015). It held that Patriot General's definition of "relative" was ambiguous and ambiguity is construed against the drafter, Patriot General, in favor of coverage.

Patriot General now petitions this Court for review, arguing review should be accepted under RAP 13.4(b)(1) and RAP 13.4(b)(2) because the Court of Appeals' decision was conflicts with Court of Appeals and Supreme Court case law. It also argues this case involves an issue of substantial public interest under RAP 13.4(b)(4).

V. ARGUMENT WHY REVIEW SHOULD BE DENIED

Patriot General alleged that the Court of Appeals' decision conflicted with 40 years of case law and that it involves an issue of substantial public interest. It is wrong on both counts. The Court of Appeals did nothing more than apply basic principles of insurance policy interpretation, including holding the definition of "relative" ambiguous. In cases involving ambiguity, this Court has long required courts to construe the ambiguity against the insurer and in favor of coverage. Patriot General

can point to no case that says anything different. Further, it provided no evidence this case was anything more than a case involving simple insurance policy interpretation. There is no issue of substantial public interest. The petition should be denied, and respondents should be granted fees and costs for having to continue its litigation of coverage.

A. The Court of Appeals' Decision Follows Clear, Long-standing Principles of Insurance Policy Interpretation

Patriot General's entire argument proceeds from a fundamental misunderstanding of what the Court of Appeals actually decided. The court, using straightforward principles of policy interpretation, held the definition of "relative" did not unambiguously put Javier outside the definition of an insured under the policy. It held there were two plausible interpretations of the term "relative," so it construed the ambiguity against the drafter and adopted the definition most favorable to Javier.

The policy stated it would insure those defined as "you," which is defined as:

> "**You**" and "**your**" mean ... the named insured ... and that person's spouse if residing in the same household. You and your also means any **relative** of that person if they reside in the same household, providing they or their spouse do not own a **motor vehicle**.

CP 58 (bold in original) (emphasis added). Relative is then defined as:

> "**Relative**" means a person living in **your** household related to **you** by blood, marriage or adoption.... Any **relative** who is age

> fourteen (14) or older must be listed on the application or endorsed on the policy prior to a car accident or loss.

CP 58 (bold in original) (emphasis added). There is no mention of the consequences if relatives aged fourteen or older are not disclosed. The Court of Appeals focused on the meaning of that disclosure requirement.

To ascertain its meaning, the Court of Appeals resorted to the customary rules of insurance policy interpretation:

- Insurance policies should be liberally construed to provide coverage whenever possible.[2] *Gutierrez*, 344 P.3d at 1281.
- The insurance policy must be read as a whole.[3] *Id.* at 1281, 1282.
- When there are two plausible meanings of a term in a policy, then that term is ambiguous.[4] *Id.* at 1281-82.
- Any ambiguity is construed against the insurer as the drafter of the policy.[5] *Id.* at 1281-82.
- Courts may not rewrite policies to add what was not originally there.[6] *Id.* at 1282.

Applying these rules, the Court of Appeals held there were two

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[2] *Ross v. State Farm Mut. Auto. Ins. Co.*, 132 Wn.2d 507, 515-16, 940 P.2d 252 (1997).

[3] *Smith v. Cont'l Cas. Co.*, 128 Wn.2d 73, 80, 904 P.2d 749 (1995).

[4] *Smith*, 128 Wn.2d at 81.

[5] *Quadrant Corp. v. Am. States Ins. Co.*, 154 Wn.2d 165, 171, 110 P.3d 733 (2005).

[6] *Farmers Ins. Co. v. Miller*, 87 Wn. 2d 70, 73, 549 P.2d 9 (1976).

"equally plausible" interpretations of the meaning of the disclosure requirement – one that made Javier an insured but in violation of the disclosure requirement, and one in which the failure to abide by the disclosure requirement excluded him from the definition of insured. *Id.* at 1281. In its analysis, it looked to other portions of the policy where Patriot General explicitly stated certain classes of people were not insureds. For example, in the UIM Coverage portion of its policy, the court noted Patriot General explicitly stated:

> No person shall be considered an **insured person** if that person uses a **motor vehicle** without permission of the owner.

Id. at 1282 (citing CP 74 (bold in original)). There, Patriot General had no trouble making clear who it was not insuring. Yet no such similar explicit language was used in the definition of "relative." Thus, the Court of Appeals held the definition of "relative" was ambiguous, which meant Javier was an insured.

Patriot General skips over this step and assumes it successfully drafted a definition of insured that did not include undisclosed relatives, like Javier. It did not actually do this, though, as the Court of Appeals explained. In order to accomplish what Patriot General claims it did, it should have reworded the disclosure requirement using the same unambiguous language it used other places in its policy:

> "No relative shall be considered an insured person if that person is age fourteen (14) or older and not listed on the application or policy endorsement."

Id. at 1282. That sentence used the same language as elsewhere in the policy, which demonstrates Patriot General was capable of drafting the definition that way.

Thus, the Court of Appeals held Javier was an insured and entitled to coverage because the insurer could not prove it was actually prejudiced by the failure to disclose.[7] *See id.* at 1282.

In seeking to attract this Court's attention, however, petitioner claims that the Court of Appeals' analysis somehow departs from 40 years of Court of Appeals and Supreme Court case law. But Patriot General fails to point to a single case that states the Court of Appeals' analysis in interpreting the policy was incorrect. Patriot General also claims that the Court of Appeals decision fails to properly distinguish between a coverage grant and an exclusion. This argument amounts to nothing more than a distinction without a difference in this case. The ambiguity rule is applied

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[7] The actual prejudice analysis is performed any time the insurer alleges a breach of a duty in the policy in its attempt to invalidate coverage. For decades, Washington courts have required insurers to prove they were actually prejudiced by the alleged breach of an insured's duty before an insurer can escape liability. *See Oregon Auto. Ins. Co. v. Salzberg*, 85 Wn.2d 372, 377, 535 P.2d 816 (1975); *Canron, Inc. v. Federal Ins. Co.*, 82 Wn. App. 480, 485, 918 P.2d 937 (1996); *Tran v. State Farm Fire and Cas. Co.*, 136 Wn.2d 214, 961 P.2d 358 (1998); *Staples v. Allstate Ins. Co.*, 176 Wn.2d 404, 417-18, 295 P.3d 201 (2013).

in both settings and the same result would be reached either way.[8]

Substantial case law supports the Court of Appeals' decision. This Court has held numerous times that ambiguity is construed against the drafter, regardless of whether the portion of the policy being interpreted is an inclusionary clause, exclusionary clause, or definitional term. For example, in *Kitsap County v Allstate Ins. Co.*, 136 Wn.2d 567, 576, 964, P.2d 1173 (1998) (internal citations omitted), this Court explained the principles of insurance interpretation this way:

> If policy language is clear and unambiguous, a court may not modify the insurance contract or create an ambiguity. An ambiguity in an insurance policy is present if the language used is fairly susceptible to two different reasonable interpretations. If there is an ambiguity, extrinsic evidence, if any, of the parties' intent may normally be considered. If a policy remains ambiguous even after resort to extrinsic evidence, then the ambiguity is construed against the insurer.

See also Smith v. Cont'l Cas. Co., 128 Wn.2d 73, 79, 904, P.2d 749 (1995) (noting "[a]ny ambiguities remaining after consideration of extrinsic evidence are resolved in favor of the insured")

Further, this Court has directed courts to resolve ambiguities in favor of coverage, even where the insurer never intended it:

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[8] This logic is likely the genesis of the Court of Appeals' comment that "Patriot General does not explain the practical difference between a limitation on coverage and an exclusion from coverage." *Gutierrez*, 344 P.3d at 1282. There is no such practical difference because the two analyses and the results are the same under the ambiguity rule.

> In construing the language of a provision, we will examine the contract as a whole and, if on the face of the contract, two reasonable and fair interpretations are possible, an ambiguity exists. If any clause in the policy is ambiguous, a meaning and construction most favorable to the insured must be applied, *even though the insurer may have intended another meaning.*

Nat'l Union Fire Ins. Co. v. Zuver, 110 Wn.2d 207, 210, 750 P.2d 1247 (1988) (emphasis in original). Petitioner must come forth with more than just its allegations it intended to cover Javier, and it did not.

Petitioner makes its misunderstanding of the Court of Appeals decision more apparent by the cases it cited. It cited cases discussing whether policy provisions violate public policy.[9] The Court of Appeals' opinion had no discussion about public policy and whether it was violated. It cited cases about what class of people an insurer can define as an insured.[10] The Court of Appeals made no such holding. All the Court of Appeals did was tell Patriot General if its intent was to not insure undisclosed relatives age 14 and older, it failed to unambiguously do so. There simply is no conflict with the Court of Appeals' decision in this case and any other case law.

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[9] *Federated Am. Ins. Co. v. Raynes*, 88 Wn.2d 439, 443, 563 P.2d 815 (1977)

[10] *Fin. Indem. Co. v. Keomaneethong*, 85 Wn. App. 350, 353, 931 P.2d 168 (1997); *Dairyland Ins. Co. v. Uhls*, 41 Wn. App. 49, 53, 702 P.2d 1214 (1985); *Wheeler v. Rocky Mountain Fire & Cas. Co.*, 124 Wn. App. 868, 874, 103 P.3d 240 (2004).

B. Patriot General Provided No Evidence This Case Is of Substantial Public Interest

To qualify for review under RAP 13.4(b)(4), Patriot General is required to show the case "involves an issue of substantial public interest that should be determined by the Supreme Court." Patriot General has failed to meet this showing. While auto insurance is important, Patriot General has failed to explain why the Court of Appeals' interpretation of its policy in this case falls under this rubric, especially where there is no error. If review was accepted, this Court would eventually affirm the Court of Appeals on the narrow grounds it decided this case. As the petitioner, Patriot General has the burden of advancing arguments and evidence of the substantial public interest. It did not.

C. If the Court Denies Patriot General's Petition, Respondent Jorge Gutierrez Requests His Reasonable Attorney Fees and Costs Pursuant to *Olympic Steamship* and RAP 18.1.

Both respondents requested – and were granted – their reasonable attorney fees and costs by the Court of Appeals for successfully establishing insurance coverage at both the trial court and Court of Appeals. Those fee petitions are pending before the Court of Appeals' commissioner, awaiting the outcome of Patriot General's petition for review. Jorge requests that he also be granted his reasonable fees and costs for responding to Patriot General's petition for review.

Pursuant to *Olympic Steamship v. Centennial Insurance Company*, 117 Wn.2d 37, 53, 811 P.2d 673 (1991), insureds who successfully establish insurance coverage through litigation are entitled to be made whole for having been forced through litigation. This Court held an award of fees is mandatory in situations like this:

> An award of attorney fees is **required** in any legal action where the insurer compels the insured to assume the burden of legal action, to obtain the full benefit of [the] insurance contract, regardless of whether the insurer's duty to defend is at issue.

Id. This equitable rule recognized the broad disparity in bargaining power between an insured and an insurance company. *Id.* at 52. Whenever an insurance company refuses to honor its contract, that conduct imposes a burden on the insured who then has to compel the insurance company to act as it should have under the policy. *Id.* at 53. The *Olympic Steamship* rule was expressly extended to cover insureds who are forced to sue to receive the benefit of their UIM policies. *McGreevy v. Oregon Mut. Ins. Co.*, 128 Wn.2d 26, 28-29, 904 P.2d 731 (1995).

Here, Jorge Gutierrez was compelled to litigate this coverage issue when Patriot General sued him, forced him to find a lawyer under threat of a default, forced him to defend against Patriot General's summary judgment motion at the trial court, its motion for discretionary review to the Court of Appeals, and now its petition for review at the Supreme

Court. He did all of this to obtain the benefit of UIM coverage for his son, who was injured more than three years ago. Because Jorge was forced to litigate the issue of UIM coverage, this Court should award Jorge (and Javier) his attorney's fees and costs.

D. If This Court Accepts Review, Jorge Conditionally Asks This Court To Also Address Whether The UIM Statute Or Public Policy Permit Patriot General To Contract Around The Definition of Insured in RCW 48.22.005

In the unlikely event this Court grants review, Jorge conditionally asks this Court to also review the other issues raised by Jorge and Javier below, but were not addressed by the Court of Appeals. And they would only need to be addressed if this Court rules Javier was unambiguously excluded from insured status by the definition of "relative."

Jorge and Javier argued below that if Patriot General was successful in excluding Javier from insured status, RCW 48.22.005(5) and/or public policy prohibit insurers from excluding relatives like Javier from coverage. No Washington appellate court has yet had the opportunity to address these issues in a precedential opinion and these issues are of substantial public interest. They involve statutory interpretation of a definition that applies to the entirety of 48.22 RCW, as well as the important public policy of the UIM statute, which seeks to protect innocent injured parties. This Court should definitively rule so that all insurers are aware of their obligations to drivers in

this state.

In 1993, the Legislature amended Chapter 48.22 RCW to, among other things, add a definitional section that applies to the entire chapter. *See* RCW 48.22.005. RCW 48.22.005(5) defines "insured" for our purposes as the named insured, spouse, and all relatives residing with the named insured. Nowhere in RCW 48.22 is there any mention of a disclosure requirement before a relative is an insured.

The UIM statute, RCW 48.22.060, uses the term "insured" in several sections, as well as the phrase "persons insured thereunder." RCW 48.22.005(5) provides the definition of "insured" applicable to the UIM statute. However, this Court has never addressed this issue.

All insurance statutes are read into the policies and may not be contracted around. *Eurick v. Pemco Ins. Co.*, 108 Wn.2d 338, 342, 738 P.2d 251 (1987) (noting that RCW 48.22 restricts the limitations of coverage an insurer can put on UIM policies); *Clements v. Travelers Indem. Co.*, 121 Wn.2d 243, 252 n.39, 850 P.2d 1298 (1993). Our courts liberally construe the UIM statute to uphold the legislative mandate of broad UIM coverage to protect innocent injured parties. *Greengo v. Public Employees Mut. Ins. Co.*, 135 Wn.2d 799, 806, 959 P.2d 657 (1998). As a result of the Legislature's intent to ensure broad UIM coverage, insurers are already limited in what they can and cannot do with their UIM policies: "because the legislature has

mandated automobile UIM ... be offered, exclusions that are valid in other forms of insurance may be void and unenforceable in automobile coverage." *Sherry v. Financial Indemnity Co.*, 160 Wn.2d 611, 620, 160 P.3d 31 (2007). Accordingly, if the statutory definition of "insured" is read into Patriot General's UIM policy, it will invalidate the current definition and provide coverage for Javier.

In addition, to fulfill the mandate of broad UIM coverage, the courts routinely also void any provision in a policy that thwarts the broad purpose of the statute. *Clements*, 121 Wn.2d at 251. Any UIM policy provision that provides fewer benefits or protects a smaller class of insureds than those mandated by the UIM statute are automatically void.

This Court has invalidated provisions that exclude UIM coverage for family members who are injured as passengers. *Tissell v. Liberty Mut. Ins. Co.*, 115 Wn.2d 107, 111-112, 795 P.2d 126 (1990). In *Tissell*, the insurer excluded coverage for family members who were passengers while the named insured was driving. The court invalidated both provisions and focused on public policy of broad UIM coverage and full compensation for innocent injured parties. *Id.* at 111. This court was particularly troubled by the fact that the exclusion barred coverage for family members who had no other way to procure UIM insurance. *Id.*

The same concern underlies the decision in *Wiscomb*. That case

involved the family or household exclusion. In invalidating that exclusion the court reasoned:

> The family or household exclusion ... is directed at a class of innocent victims who have no control over the vehicle's operation and who cannot be said to increase the nature of the insurer's risk. An exclusion which denies coverage when certain victims are injured is violative of public policy.

Mut. of Enumclaw Ins. Co. v. Wiscomb, 97 Wn.2d. 203, 209, 643 P.2d 441 (1982). The court went on to explain that the exclusion affects third parties who are in no position to contract for their own insurance coverage, including children and others who cannot have their own insurance. *Id.* at 211-12. This inappropriately undermined the important public policy of our state's comprehensive UIM scheme.

This Court has also invalidated other clauses in the non-UIM portion of the policy where the exclusion does not have any relationship to the increased risk faced by the insurer or denies coverage to innocent victims without good reason. *Mendoza v. Rivera-Chavez*, 140 Wn.2d 659, 662, 999 P.2d 29 (1997). In that case, this Court invalidated the "migrant worker" exclusion because the insurer did not present any evidence migrant workers presented an increased risk. *Id.* at 669-71. This Court also recognized it broadly impacts families, including children and other innocent victims, who may be hurt in an accident and have no other source of insurance to turn to. *Id.* at 671-72.

Similarly, the case here involves a provision that under Patriot General's version excludes coverage for Javier, who was a passenger in a vehicle he had no control over and who had no other UIM insurance available to him. Under Patriot General's theory, the exclusion applies to everyone 14 or older, regardless of whether they represent any increased risk[11] and regardless of whether they have the ability to get UIM insurance elsewhere. This Court should decide whether this provision is against public policy, especially considering Patriot General's policy amounted to a "take it or leave it" adhesion contract in an area – UIM insurance – imbued with the public interest.

VI. CONCLUSION

Patriot General's petition for review should be denied. The Court of Appeals' decision – relying on the rule that ambiguity is construed against the insurer – complies with long-standing principles of insurance policy interpretation laid down by this Court. Petitioner fails to raise a single case that shows its analysis was incorrect. Petitioner also fails to meet its burden to show how this dispute about insurance policy language rises to the level of being an issue of "substantial public interest." The

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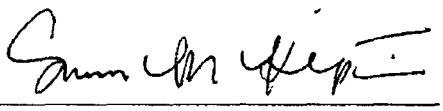
[11] Patriot General made no allegation nor presented any evidence below to show that Javier presented some kind of increased risk, requiring higher premiums. Nor did it seek any additional premiums for Javier once it found out Javier was driving. CP 107, ¶ 7. As a result, it has waived these arguments.

petition should be denied and respondents should be granted their fees and costs pursuant to *Olympic Steamship* and RAP 18.1.

RESPECTFULLY SUBMITTED this 11th day of May, 2015.

Dawson Brown, PS



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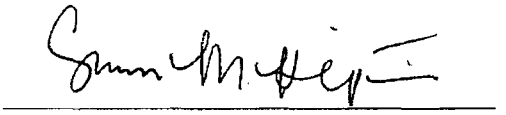
DECLARATION OF SERVICE

The undersigned hereby declares I am over the age of 18 and under the penalty of perjury under the laws of the State of Washington that on this date I caused to be served in a manner noted below a true and correct copy of the foregoing on the parties mentioned below as indicated:

Patrick Paulich Matthew Munson Betts, Patterson & Mines, PS One Convention Place 701 Pike Street, Suite 1400 Seattle, WA 98101 ppaulich@bpmlaw.com mmunson@bpmlaw.com Peter Hess Hess Law Office 415 N. Second Ave Walla Walla, WA 99362 peter@hesslawoffice.com	[XXX] E-Mail [ ] U.S. Mail [ ] Electronic Filing [ ] Legal Messenger [ ] FedEx

Dated this 11th day of May, 2015 at Seattle, Washington.



OFFICE RECEPTIONIST, CLERK

To: Shannon Kilpatrick
Cc: Patrick Paulich; Matthew Munson; Peter Hess; Adrienne King; Michelle Temple; Daniel Hess; Ryan Armentrout; dick@pnw-law.com; kathy@pnw-law.com
Subject: RE: Patriot General v. Gutierrez - Answer to Petition for Review

Received 5-11-15

From: Shannon Kilpatrick [mailto:shannon@Dawson-Brown.com]
Sent: Monday, May 11, 2015 3:56 PM
To: OFFICE RECEPTIONIST, CLERK
Cc: Patrick Paulich; Matthew Munson; Peter Hess; Adrienne King; Michelle Temple; Daniel Hess; Ryan Armentrout; dick@pnw-law.com; kathy@pnw-law.com
Subject: Patriot General v. Gutierrez - Answer to Petition for Review

Dear Clerk,

Re: Patriot General Insurance Co. v. Jorge Gutierrez, et al., No. 91510-5

Attached please find Respondent Jorge Gutierrez's Answer to Petition for Review for filing on behalf of:

Shannon M. Kilpatrick, WSBA #41495
Dawson Brown, PS
1000 Second Avenue, Suite 1420
Seattle, WA 98104
(206) 262-1444
shannon@Dawson-Brown.com

Please let me know if you have any questions.

Sincerely,

Shannon M. Kilpatrick