No. 91871-6



SUPREME COURT
OF THE STATE OF WASHINGTON

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THE DOCTORS COMPANY,
a California Interinsurance Exchange,

Petitioner,

v.

BENNETT BIGELOW & LEEDOM, P.S.,
a Washington professional services corporation;
AMY THOMPSON FORBIS and JOHN DOE FORBIS, her husband,
and the marital community comprised thereof; and
JENNIFER LYNN MOORE and JOHN DOE MOORE, her husband,
and the marital community comprised thereof,

Respondents.

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# ANSWER TO PETITION FOR REVIEW

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SMITH GOODFRIEND, P.S.

By: Howard M. Goodfriend
WSBA No. 14355

1619 8th Avenue North
Seattle, WA 98109
(206) 624-0974

BYRNES KELLER CROMWELL, LLP

By: Bradley S. Keller
WSBA No. 10665
Keith D. Petrak
WSBA No. 19159

1000 2nd Avenue, Floor 38
Seattle, WA 98104-1094
(206) 622-2000

Attorneys for Respondents

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## I. Introduction.

The Court of Appeals held that insurance defense counsel owes an unqualified duty of care to the attorney's client rather than to the liability insurer that hires the attorney to represent its insured. The courts below adhered to this Court's decision in *Stewart Title Guar. Co. v. Sterling Sav. Bank*, 178 Wn.2d 561, 311 P.3d 1 (2013), which rejected an insurer's legal malpractice claim against retained defense counsel and declined to abandon the multi-factor test, adopted by *Trask v. Butler*, 123 Wn.2d 835, 872 P.2d 1080 (1994), to determine whether a non-client is a third party beneficiary of counsel's representation.

Petitioner The Doctors Company presents no reason to revisit, let alone overrule, *Stewart Title,* which was decided less than two years ago by a unanimous Court. Moreover, there is no issue of public interest presented by the Court of Appeals' refusal, in an unpublished opinion, to address legal theories that were never raised below, such as the insurer's newly-minted allegation of a breach of ethical duties that are owed only to a lawyer's client, or the insurer's belated attempt to assert a claim of misrepresentation to a non-client. This Court should deny review.

## II. Restatement of Issues.

1. Did the Court of Appeals correctly refuse to hold that a liability insurer was a "client" of the law firm it retained to defend its insureds, where the insurer expressly acknowledged that defense counsel's only client was its insureds and argued in the trial court only that it was a third party beneficiary of counsel's representation of the insured client?

2. Should this Court abandon the multi-factor third party beneficiary standard adopted in *Trask* (1994), applied in *Mazon* (2006), and reaffirmed in *Stewart Title* (2013), to allow a non-client to sue another party's lawyer for legal malpractice?

3. Did the courts below correctly hold that a liability insurer may not sue retained defense counsel, who, under *Tank v. State Farm* owes an undivided duty of loyalty only to the insured client, for alleged legal malpractice in defense counsel's representation of the insured client?

## III. Restatement of the Case.

In an attempt to distance its claims from those rejected by this Court in *Stewart Title,* petitioner The Doctor's Company (TDC) relies on "facts" that find no support in the record, to bolster arguments that were never made below. The Court of Appeals properly limited

its review to the arguments raised by TDC in the trial court: that the attorneys at respondent Bennett, Bigelow and Leedom owed TDC – a non-client – a duty of care under the RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS § 51 and under the third party beneficiary test adopted by this Court in *Trask v. Butler*, 123 Wn.2d 835, 872 P.2d 1080 (1994). This restatement of the case relies on those undisputed facts, ignored by TDC, that mandated dismissal of its claim for legal malpractice.

### A. TDC did not consider itself a client of the law firm it retained to represent its insureds, and its insureds did not consider their lawyers to be representing their insurer.

The Doctors Company sells liability insurance to medical professionals. TDC insured obstetricians Drs. Heather Moore and Mitchell Nudelman, who each paid approximately $100,000 annually for $2 million in coverage with TDC. TDC also insured their employer, the Bellegrove OB/GYN Clinic, which had $1 million *respondeat superior* coverage, for total coverage of $5 million. (CP 788, 1459, 1479)

Drs. Moore, Nudelman and the Clinic were sued by the Gabarras, whose baby was born with severe disabilities due to oxygen deficiencies after a prolonged labor. Dr. Moore had been responsible for the initial stage of labor; Dr. Nudelman took over when her shift

ended; then Dr. Moore returned when he called her at 5 AM to assist Dr. Nudelman with a C-section. (CP 230)

TDC accepted its insureds' tender when the Gabarras gave notice of their intent to sue in September 2008. After her supervisor voiced no impediment to retaining one firm to represent all three of its insureds, TDC's claim representative Nancy Nucci told Dr. Nudelman that she would appoint one defense attorney to jointly represent him, Dr. Moore and the Clinic. (CP 133, 608, 610-11, 1851)

TDC retained respondent Bennet, Bigelow and Leedom (BBL) attorneys Amy Forbis and Jennifer Moore to represent its insureds. The insured doctors consented to joint representation in two meetings with Ms. Forbis and Ms. Moore. (CP 136, 230-31, 610-12, 1117)

The record unequivocally refutes TDC's contention that this liability insurer considered itself to be BBL's client. TDC's representative acknowledged that it had "always been made clear" and he fully understood that BBL's clients were the insured doctors and not TDC. (CP 697-98) TDC's form engagement letter to retained counsel states that TDC is engaging the attorney to "represent the interests of" the insured. (CP 811) Moreover, TDC's insureds – Drs.

Moore, Nudelman and their Clinic – believed that their lawyers were "to look out solely and exclusively for [their] interests." (CP 1468).

### B. TDC knew from its own experts that the malpractice case against its insured was "indefensible," yet refused to mediate or attempt to settle.

The record also refutes TDC's assertion that BBL did not disclose "for months," until the eve of trial, that defense experts could not support Dr. Nudelman's care of Ms. Gabarra. (Pet. 5) In November 2008, before the Gabarras had even filed a lawsuit, Ms. Forbis reported to TDC that she had retained a board-certified OB/GYN, an expert who reported that the case was "totally indefensible" (CP 241), an opinion that TDC had already reached in its own evaluation. (CP 789:"the case does not appear defensible.") Dr. Manning, who Dr. Nudelman insisted BBL retain as an expert, was the third expert critical of Dr. Nudelman's care.

TDC also makes no mention of the bad faith claim that TDC faced for its failure to pursue settlement. After the Gabarras were deposed in August 2009, TDC's representative Ms. Nucci agreed with Overlake's experienced malpractice counsel that the Gabarras' claim was "the worst damaged infant case that we had ever seen," with damages that could exceed $20 million (CP 665), and that it should be "settled as soon as possible" because the $5 million in available

coverage for TDC's insureds was "totally inadequate." (CP 666, 642) In February 2010, Ms. Nucci received reports from two additional OB/GYNs retained by TDC as internal consultants. (CP 231) They both reported that Dr. Nudelman breached the standard of care by delaying delivery and failing to intubate the Gabarras' baby. (CP 249, 253-54)

Nonetheless, TDC did not authorize the BBL lawyers to make or solicit a settlement offer. (CP 231) Ms. Nucci rejected the requests of the Gabarras' lawyer, as well as those of Overlake's counsel, to mediate in advance of a September 27, 2010 discovery cutoff and the November 2010 trial. (CP 232, 263, 265, 270, 273, 669)

Ms. Nucci led Dr. Moore to believe that she would be dismissed even after Ms. Forbis had told Ms. Nucci that the Gabarras' lawyers at the Luvera Law Firm would likely get an expert who would be critical of Dr. Moore's care. (CP 630-31) Nonetheless, Ms. Nucci encouraged BBL to move for summary judgment on behalf of Dr. Moore, hoping to reduce TDC's exposure from limits of $5 million to $3 million. (CP 638, 805)

As predicted, the Gabarras obtained a standard of care expert critical of Dr. Moore for failing to take over Ms. Gabarra's care after Dr. Nudelman reported on Ms. Gabarra's labor on the night of her

hospital admission. (CP 357-58, 631, 795, 806) Ms. Nucci and her supervisor then discussed another strategy to avoid paying on Dr. Moore's $2 million policy by having Dr. Nudelman and the Clinic settle with the Gabarras and Dr. Nudelman assume all the fault by then "fall[ing] on his sword" at trial. (CP 636-37, 703-05) Ms. Nucci and TDC's vice president recognized that this strategy would create conflicts both for TDC and for counsel jointly representing its insureds. (CP 636-37, 703-05)

By late September, the Gabarras' lawyer Paul Luvera confirmed to Overlake's counsel that although he had been willing to mediate a month ago, BBL's client "wouldn't agree to do it," and it was now too late. (CP 738) With its insureds facing exposure to a judgment well in excess of their $5 million limits and the Gabarras no longer interested in mediation, Ms. Nucci, her supervisor and TDC's vice president recognized that TDC's failure to settle the case exposed the company to a bad faith claim by its insureds. (CP 196, 637-38)

TDC vice president Luttrell summarized TDC's "Goal[:] Don't open up limits." (CP 197)

### C. TDC's refusal to settle backfired. TDC settled its insureds' claim for bad faith along with the underlying action by paying in excess of policy limits.

On the eve of the September 27 discovery cutoff, Ms. Nucci sought BBL's advice regarding whether there was a conflict between its insureds and whether retaining new counsel could continue the trial date. (CP 360) Ms. Forbis told Ms. Nucci she did not know if the court would grant a continuance solely to bring in new counsel at this late stage. (CP 792) That same day, Dr. Moore told Ms. Nucci that a relative who was a lawyer had advised Dr. Moore to obtain separate counsel. (CP 1848) Dr. Moore testified that she would have consented to joint representation, but Ms. Nucci did not ask her to. (CP 1480-81)

Instead, TDC fired BBL, hired separate counsel for each of its three insureds, and sought a continuance. (CP 157, 161, 633, 702, 706-07) The Gabarras opposed the request and refused to extend the discovery cutoff. (CP 678, 681-82, 693, 753) The trial court denied the continuance. (CP 520) Emboldened by this ruling, on October 29 the Gabarras proposed that the Bellegrove Clinic stipulate that it was vicariously liable for the actions of Drs. Nudelman and Moore and that TDC increase Bellegrove's policy limits to $10 million in return for the dismissal of the two doctors. (CP 191)

Meanwhile, TDC's insureds retained personal counsel and demanded that TDC accept the Gabarras' proposal. TDC then reached conditional agreements with its three insureds to release their bad faith claims if TDC settled the *Gabarra* litigation "with adequate protection for" both the insureds and TDC. (CP 221-26) TDC then settled the *Gabarra* litigation – and thus confirmed its settlement of the insureds' bad faith claims against it – for an aggregate payment of $10,150,000 with releases that expressly excluded any release of BBL. (CP 227-28)

### D. The courts below rejected TDC's claim that it was a third party beneficiary of BBL's representation of TDC's insureds.

TDC filed suit against BBL for legal malpractice before this Court's decision in *Stewart Title.*[1] TDC did not contend that it was BBL's client, but argued only that BBL owed it a tort duty of care as non-client or third party beneficiary of BBL's attorney-client relationship with its insureds. (*e.g.*, CP 88, 1036, 1039, 1101) Anticipating this Court's *Stewart Title* decision, the trial court

[1] TDC's complaint alleged four causes of action: legal malpractice as the "known and intended beneficiary of defendants' services" under *Bohn v. Cody*, 119 Wn.2d 357, 832 P.2d 71 (1992) (CP 8-9), breach of implied contract, breach of fiduciary duty "owed to their clients" of which TDC "was a known and intended beneficiary" (CP 11), and violation of the Consumer Protection Act. ( CP 13)

analyzed the claim for legal malpractice under *Trask v. Butler*, 123 Wn.2d 835, 872 P.2d 1080 (1994), and held on summary judgment that BBL did not owe a duty of care to TDC as a matter of law, reasoning that imposing a tort duty in favor of the non-client insurer would undermine principles of good faith established by *Tank v. State Farm Fire & Cas. Co.*, 105 Wn.2d 381, 715 P.2d 1133 (1986), burdening defense counsel with conflicting loyalties. (CP 1955-62) The Court of Appeals affirmed in an unpublished decision.

## IV. Argument Why Review Should Be Denied.

### A. The Court of Appeals properly addressed only those claims and arguments made to the trial court on summary judgment.

As a threshold mater, the Court should reject TDC's newly minted arguments that TDC was a "client" of BBL, or that BBL could be liable for a negligent misrepresentation – theories never asserted below. The Court of Appeals correctly considered only those claims and arguments advanced in the trial court and raised in TDC's opening appellate brief.

Under RAP 2.5(a), "the appellate court may refuse to review any claim of error which was not raised in the trial court." RAP 2.5(a). "Arguments or theories not presented to the trial court will generally not be considered on appeal." *Washburn v. Beatt Equip.*

*Co.*, 120 Wn.2d 246, 290, 840 P.2d 860 (1992). There was nothing "monumental" (Pet. 15) in the Court of Appeals' refusal to exercise its "discretion to consider a theory which the lower court had no effective opportunity to consider . . .". (Op. 5, quoting *Commercial Credit Corp. v. Wollgast*, 11 Wn. App. 117, 126, 521 P.2d 1191, *rev. denied*, 84 Wn.2d 1004 (1974))

TDC never alleged or argued that it was BBL's "client;" it could not have plausibly asserted such a theory in light of its well documented admission that BBL represented only TDC's insureds Drs. Moore, Nudelman and their Clinic. (CP 697-98) The Court of Appeals thoroughly documented TDC's repeated reliance on *Trask* and the RESTATEMENT § 51 to argue in the trial court that BBC owed TDC a duty of care as a *non-client*. (Op. 5, citing CP 94, 813, 1039, 1100; OP. 7, citing CP 87-94) The Court properly addressed only the third party beneficiary argument that TDC advanced below and rejected TDC's attempt to raise new arguments for the first time on appeal.

TDC now alleges that it detrimentally relied on BBL's negligent "misrepresentations regarding the absence of potential, then actual conflicts" (Pet. 14) – a theory that it did not assert in its complaint, on summary judgment, or in its appellate briefing, and

first raised "in a supplemental statement of authorities submitted the day before oral argument." (Op.14, n.63) *See* RESTATEMENT (SECOND) TORTS § 552 (providing false information for guidance of others in their business transactions). And while TDC now tries to bootstrap its misrepresentation argument into a claim for breach of a duty owed to a non-client by relying on RPC 4.1, TDC failed to even cite that rule in its Brief of Appellant.[2] This Court will not address an issue first raised in a petition for review. *Fisher v. Allstate Ins. Co.*, 136 Wn.2d 240, 252, 961 P.2d 350 (1998).

### B. The Court of Appeals followed *Trask*, *Mazon*, and *Stewart Title* in refusing to relax the circumstances under which a non-client may sue a lawyer.

Following both established and recent precedent, the Court of Appeals correctly held that a liability insurer has no claim for legal malpractice against retained counsel. Less than two years ago, in its unanimous *Stewart Title* decision, this Court refused to adopt RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS § 51. There is no basis to revisit, let alone overrule, that decision here.

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[2] TDC's belated assertion of a laundry list of alleged ethical violations (Pet. 11) also fails to acknowledge this Court's holding that a legal malpractice claim is based on a violation of the standard of care, and not "on an attorney's failure to conform to an ethics rule." *Hizey v. Carpenter*, 119 Wn.2d 251, 265, 830 P.2d 646 (1992).

In *Trask v. Butler*, this Court adopted a six-factor test for determining whether an attorney owes a duty of care, enforceable in tort, to a non-client.[3] The Court adhered to *Trask* in *Mazon v. Krafchick*, 158 Wn.2d 440, 448, ¶ 15, 144 P.3d 1168 (2006), where it adopted "a bright line rule" rejecting as a matter of law the establishment of a duty of care owed by one attorney to co-counsel. [4]

Two years ago, the Court in *Stewart Title* again reaffirmed *Trask*, rejecting a title insurer's claim of legal malpractice against a law firm that it paid to represent its insured, and holding that only the insured client was the intended beneficiary of the law firm's services. In a 9-0 decision, the *Stewart Title* Court recognized that

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[3] Those factors are:

1. The extent to which the transaction was intended to benefit the plaintiff;
2. The foreseeability of harm to the plaintiff;
3. The degree of certainty that the plaintiff suffered injury;
4. The closeness of the connection between the lawyer's conduct and the injury;
5. The policy of preventing future harm; and
6. The extent to which the profession would be unduly burdened by finding liability.

*Trask*, 123 Wn.2d at 843.

[4] As the Court of Appeals noted (Op. 10, n.44), the dissent in *Mazon* argued, just as TDC does here, that the Court should abandon *Trask* in favor of the three-factor test under RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS, § 51. 158 Wn.2d at 454-56, ¶ 30 (Sanders, J., dissenting).

whatever benefits flow to the liability insurer from retained counsel's representation of its insured are insufficient to outweigh the risks of potential conflicts of interest between a liability insurer and its insured were the insurer given standing to sue retained counsel as a third party beneficiary:

> The fact that an insurer's and insured's interests happen to align in some respects. . . does not by itself show that the attorney or client *intended* the insurer to benefit from the attorney's representation of the insured.

178 Wn.2d at 567, ¶ 14.

This Court rejected the insurer's malpractice claim against retained counsel after expressly acknowledging that "other jurisdictions have come to a different conclusion," by allowing a liability carrier to sue retained defense counsel for legal malpractice under RESTATEMENT § 51. *Stewart Title,* 178 Wn.2d at 567 & n.2.[5] The *Stewart Title* Court thus expressly refused to relax *Trask's* requirement that a non-client show that the "transaction was *intended* to benefit a third party" based on an "alignment of interests" between a liability insurer and its insured. 178 Wn.2d at

[5] "[A] lawyer designated by an insurer to defend an insured owes a duty of care to the insurer . . . [for] matters as to which the insurer and insured are not in conflict, whether or not the insurer is held to be a co-client of the lawyer." RESTATEMENT § 51, comment g.

567, ¶ 14 (emphasis in original). Yet that is exactly what TDC argues here in asserting that "one of the primary objectives of the representation was . . . [to] benefit TDC." (Pet. 12)

TDC's contention that the *Stewart Title* Court's refusal to adopt Section 51 was not "dispositive" is meritless. (Pet. 13) In a published decision that TDC does not even cite, Division Two held that *Stewart Title* "controls" in rejecting a liability insurer's legal malpractice claim against the firm it had retained to represent its insured, just as the Court of Appeals did here. *Clark County Fire Dist. No. 5 v. Bullivant Houser Bailey P.C.*, 180 Wn. App. 689, 700, ¶ 20, 324 P.3d 743, *rev. denied*, 181 Wn.2d 1008 (2014). Rejecting the insurer's contention that a duty of care should depend on the nature of the attorney's alleged negligence, Division Two held that the *Stewart Title* Court "gave no indication . . . that there could be circumstances under which the representation of an attorney retained to represent an insured would be for the benefit of the insurer." 180 Wn. App. at 700, ¶ 20.

*Clark County* expressly rejected TDC's current argument that the existence of a duty should depend on the nature of the lawyer's alleged breach. TDC's argument puts the cart before the horse and makes for poor public policy. As the *Mazon* Court recognized, "a

bright-line rule that no duties exist" is preferable to having counsel's ethical responsibilities and tort duty turn on a post-hoc assessment of the particular facts of a particular case. *Mazon*, 158 Wn.2d at 448-49, ¶15-16. TDC instead advocates a fact-specific, case by case determination that would allow an insurer's well-crafted allegations, such as TDC's repeated hyperbole of "egregious malpractice," to establish a legal duty enforceable in tort. (Pet. 11, 14) That is no rule at all.

The Court of Appeals' decision is consistent with *Clark County*, RAP 13.4(b)(2), and adheres to this Court's decisions in *Stewart Title*, *Mazon* and *Trask*. RAP 13.4(b)(1). TDC cannot make the requisite "clear showing that [this] established rule is incorrect and harmful" to overrule this established precedent. *Riehl v. Foodmaker, Inc.*, 152 Wn.2d 138, 147, 94 P.3d 930 (2004) (quotation omitted). This Court should deny review.

### C. The public interest is not furthered by compromising retained counsel's duty of loyalty to his or her client.

TDC's paean to this Court's "plenary authority over lawyer ethics" (Pet. 8) in an attempt to satisfy RAP 13.4(b)(4) rings especially hollow. "Public policy prohibits an attorney from owing a duty to anyone other than the client when the collateral duty creates a risk of divided loyalty due to conflicts of interest or breaches of

confidence." *Mazon*, 158 Wn.2d at 448, ¶ 14, quoting *Tank v. State Farm*, 105 Wn.2d 381, 715 P.2d 1133 (1986). As the trial court held, this Court has steadfastly refused to "retreat from or re-write" *Tank's* bedrock principle that in the insurance setting, retained defense counsel's "only client" is the insured. (CP 1948) *See Stewart Title*, 178 Wn.2d at 565, ¶ 9. This principle applies in *all* cases in which a liability insurer appoints counsel to represent its insured, not just "reservation of rights situations," as TDC alleges. (Pet. 16) *See Tank*, 105 Wn.2d at 388.

In applying *Trask*, the courts below were especially sensitive to conflicts of interest that would result if retained counsel's loyalties were compromised by establishment of simultaneous duties, enforceable in tort, owed to both the liability insurer and to the insured who is retained counsel's client. As the trial court recognized, the "potential conflicts and divided loyalties in the present case are even more acute than in *Stewart Title*." (CP 1958; *see also* CP 1960: "there was a huge level conflict between the clients and the plaintiff/insurance company in this case . . .") The Court of Appeals similarly viewed the potential conflicts as a major impediment to the imposition of a duty of care owed to the liability insurer. (Op. 12-14 & n.54)

From the outset, TDC's insureds faced claims well in excess of their limits of liability – perhaps the most common conflict between an insured and its liability insurer. *See Besel v. Viking Ins. Co. of Wisconsin*, 146 Wn.2d 730, 49 P.3d 887 (2002). TDC refused to mediate, breaching its duty to "make a good faith effort to settle the case" on terms favorable to its insured. *Truck Ins. Exch. of Farmers Ins. Grp. v. Century Indem. Co.*, 76 Wn. App. 527, 534, 887 P.2d 455, *rev. denied*, 127 Wn.2d 1002 (1995). TDC then devised a strategy to save $2 million under Dr. Moore's policy rather than pursue settlement of an excess claim for which liability was reasonably clear. (CP 636-37)

In light of its steadfast refusal to pursue a settlement with the Gabarras, TDC's invocation of the "fundamental principle" of tort law "to make the injured party . . .whole" (Pet. 13, quoting *Shoemake v. Ferrer*, 168 Wn.2d 193, 198, 225 P.3d 990 (2010)) is Orwellian doublespeak at its finest. Liability carriers such as TDC are uniquely positioned to protect themselves from counsel's negligence, because they owe a duty to their insureds to monitor defense counsel and, within policy limits, to direct the defense, just as TDC did here. (CP 638, 805) Liability carriers have billions of dollars at their disposal to employ internal consultants to review the file, as TDC did here (CP

231, 249), and to obtain advice from their own attorneys, as TDC did here. (CP 201) In the end, "it is the insurer that controls whether it acts in good faith or bad." *Mutual of Enumclaw Ins. Co. v. Dan Paulson, Const., Inc.*, 161 Wn.2d 903, 921, ¶ 36, 169 P.3d 1 (2007).

There is no "absolute immunity" or "safe harbor" for retained counsel who breach their ethical obligations. (Pet. 14) All attorneys are subject to discipline before the Bar and ultimately before this Court. If retained counsel in fact breached a duty of care by failing to disclose a conflict of interest, the clients – TDC's insureds – have a claim for legal malpractice.[6] Insurers can also, within the confines of RPC 5.4, obtain contractual commitments from, and remedies against, retained counsel that provide protection from excessive fees and deficient services.

TDC omits any mention of retained counsel's duties to their clients under *Tank*. The Court of Appeals adhered to the public policies that have long guided this Court in addressing the unique tri-

[6] TDC avoided a bad faith lawsuit in which its insureds could have also asserted any viable malpractice claims against their lawyers by preemptively funding a settlement in excess of limits and obtaining a release from its insureds. TDC purported to exempt BBL from its insureds' release and then sued BBL to recover what it paid in settlement. Should this Court accept review, it should hold TDC's claim for legal malpractice was a de facto indemnity or contribution claim that is barred by Washington's Tort Reform Act (Resp. Br. 39-42) or remand to the Court of Appeals. RAP 13.7(b).

partite relationship between an insured, an insurer and the lawyer that the insurer retains to represent its insured. Its decision presents no issue of public interest. RAP 13.4(b)(4).

## V. Conclusion.

The Court of Appeals' unpublished decision rejecting a liability insurer's malpractice claim against retained counsel presents no issues for review.

Dated this 26th day of August, 2015.

SMITH GOODFRIEND, P.S.

By: _____
Howard M. Goodfriend
WSBA No. 14355

BYRNES KELLER CROMWELL, LLP

By: _____
Bradley S. Keller
WSBA No. 10665
Keith D. Petrak
WSBA No. 19159

Attorneys for Respondents

## DECLARATION OF SERVICE

The undersigned declares under penalty of perjury, under the laws of the State of Washington, that the following is true and correct:

That on August 26, 2015, I arranged for service of the foregoing Answer to Petition for Review to the court and to the parties to this action as follows:

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| Bradley S. Keller<br>Keith D. Petrak<br>Byrnes Keller Cromwell LLP<br>1000 2nd Ave., Floor 38<br>Seattle, WA 98104-1094 | ___ Facsimile<br>___ Messenger<br>___ U.S. Mail<br>✓ E-Mail |
| Kenneth W. Masters<br>Shelby R. Frost Lemmel<br>Masters Law Group PLLC<br>241 Madison Ave N<br>Bainbridge Island, WA 98110-1811 | ___ Facsimile<br>___ Messenger<br>✓ U.S. Mail<br>✓ E-Mail |
| Robert Gould<br>Law Offices of Robert B. Gould<br>51 West Dayton St., Suite 208<br>Edmonds, WA 98020 | ___ Facsimile<br>___ Messenger<br>✓ U.S. Mail<br>✓ E-Mail |

**DATED** at Seattle, Washington this 26th day of August, 2015.

Amanda K. Norman

## OFFICE RECEPTIONIST, CLERK

**To:** Amanda Norman
**Cc:** Howard Goodfriend; bkeller@byrneskeller.com; kpetrak@byrneskeller.com; rbgould@nwlegalmal.com; swross@nwlegalmal.com; ken@appeal-law.com; shelby@appeal-law.com
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Attached for filing is an Answer to Petition for Review in *The Doctors Company v. Bennett Bigelow & Leedom, P.S., et al.*, Cause No. 91871-6. The attorney filing these documents is Howard M. Goodfriend, WSBA No. 14355, email address: howard@washingtonappeals.com.

Best Regards,

Amanda Norman
Paralegal
Smith Goodfriend, PS
1619 8th Avenue North
Seattle, WA 98109
(206) 624-0974