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No. 95827-1

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IN THE SUPREME COURT OF THE STATE OF WASHINGTON

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MONICA DIAZ BARRIGA FIGUEROA, as parent and guardian of  
BRAYAN MARTINEZ, a minor

Plaintiffs/Respondents,

vs.

CONSUELO PRIETO MARISCAL,

Defendant/Petitioner.

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BRIEF OF AMICUS CURIAE  
WASHINGTON STATE ASSOCIATION FOR JUSTICE FOUNDATION

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Daniel E. Huntington  
WSBA No. 8277  
422 W. Riverside, Ste. 1300  
Spokane, WA 99201  
(509) 455-4201

Valerie D. McOmie  
WSBA No. 33240  
4549 NW Aspen St.  
Camas, WA 98607  
(360) 852-3332

On Behalf of  
Washington State Association  
for Justice Foundation

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## **I. IDENTITY AND INTEREST OF AMICUS CURIAE**

The Washington State Association for Justice Foundation (WSAJ Foundation) is a not-for-profit corporation organized under Washington law, and a supporting organization to Washington State Association for Justice. WSAJ Foundation operates an amicus curiae program and has an interest in the rights of persons seeking redress under the civil justice system, including an interest in the scope of the duty of good faith owed by those engaged in the business of insurance, as well as the remedies available for breach of this duty under Washington law.

## **II. INTRODUCTION AND STATEMENT OF THE CASE**

This case concerns whether an insurer that provides both personal injury protection (PIP) coverage to a person struck by an automobile and liability coverage to the driver who collided with him acts in bad faith by providing documents from the injured person's PIP file to the automobile driver's liability insurer, for use against the injured person in a subsequent personal injury action. The facts are drawn from the Court of Appeals' decision and the briefing of the parties. *See Diaz Barriga Figueroa v. Prieto Mariscal*, 3 Wn. App. 2d 139, 414 P.3d 590, *review granted*, 191 Wn.2d 1004 (2018); Pet. for Rev. at 1-8; Prieto's Supp. Br. at 2-6; Diaz Supp. Br. at 4-6.

Eight-year-old Brayan Martinez (Brayan) was struck and injured by an automobile driven by Consuelo Prieto Mariscal (Prieto). An

investigating police officer spoke to several people at the accident site, but none of those people, including Prieto, actually saw the collision. Nevertheless, the officer filed a report indicating that Brayan had ridden his bicycle between two parked cars and into the road.

Brayan's mother, Monica Diaz Barriga Figueroa (Diaz), is a monolingual Spanish speaker. She sought assistance from a law firm to make a claim to pay for Brayan's medical expenses. At the request of a legal assistant who did not speak Spanish, Diaz signed a blank PIP application form. Diaz was not present at the accident and did not have personal knowledge of how the accident occurred. The legal assistant completed the form that Diaz had signed, and used the police report to describe how the accident had occurred, stating: "... [C]hild on bike rode into road. There were 2 parked cars on the road creating a blinde [sic] spot for the driver. Child was struck and had right leg ran over." That statement was not what Diaz believed to be true at the time the form was completed, and she would not have signed the blank form if she knew that description of the accident would be included in the application. The PIP application was submitted to Prieto's automobile coverage carrier, and PIP benefits were paid for Brayan's medical expenses.

Subsequently, Diaz filed a negligence cause of action on behalf of her son against Prieto. Brayan initially told a causation expert that he was riding his bike at the time of the accident, and subsequently testified in deposition that he had stopped his bike and was trying to disentangle his

shoelace from the bike chain when he was run over by Prieto. The expert opined that Brayan could not have been riding his bicycle at the time of the collision, based upon physical evidence at the accident scene.

At trial, Prieto's attorney referred to the PIP application in opening statement. Brayan's attorney objected and moved to exclude the application, arguing "privilege is not waived when you submit something to first-party insurance. And, in fact, first-party insurance is not supposed to share the PIP file with defense without permission of plaintiff." The trial court denied the request to exclude the application, ruling that it constituted an admission against interest. Diaz and the legal assistant testified regarding the manner in which the PIP application had been filled out and signed. Prieto's attorney asked the defense causation expert questions based upon the description of the accident contained in the PIP application. The jury returned a defense verdict and Diaz appealed.

On appeal, Diaz argued the statement in the PIP application was both hearsay and confidential. The Court of Appeals held that the statement was not hearsay and was admissible as an admission against interest. *See Diaz*, 3 Wn. App. 2d at 145-46. However, the Court of Appeals held the statement should have been excluded as confidential work product, citing *Harris v. Drake*, 152 Wn.2d 480, 99 P.3d 872 (2004). *See Diaz*, 3 Wn. App. 2d at 147-48. The court stated that Diaz had a contractual obligation to cooperate with the PIP insurer, and therefore had a reasonable expectation that her PIP application would be kept confidential and not shared with

opposing counsel. *See id.* at 148. The court noted that only Diaz and the insurer had the PIP application, and Diaz had not provided the application to Prieto's attorney. The court inferred from this that Prieto's attorney received the PIP application "directly from the parties' shared insurance company." *Id.* at 143 n.1.

On September 5, 2018, the Supreme Court granted Prieto's petition for review. *See Figueroa v. Mariscal*, 191 Wn.2d 1004 (2018). On January 7, 2019, the Supreme Court Deputy Clerk sent a letter requesting that the parties file supplemental briefs addressing the rules regarding commingling an insurer's PIP file with the insurer's liability defense file, and what remedies, if any, a court may impose if such commingling is improper.

### **III. ISSUES PRESENTED**

- (1) Where an insurer functions as a PIP insurer and liability insurer arising out of a single incident, does the insurer have a duty to maintain separate claim files?
- (2) If an insurer has a duty to maintain separate claim files, what remedies are available to the insured where the insurer improperly commingles its PIP file and its liability defense file?

### **IV. SUMMARY OF ARGUMENT**

When an insurer provides both PIP insurance for a person struck by an automobile and liability insurance for the automobile driver, there is an inherent conflict of interests between the insurer and the PIP insured, similar to the conflict of interests presented in a reservation of rights defense. That potential conflict of interests mandates the insurer fulfill an enhanced obligation to exercise good faith to its PIP insured.

Where a PIP insured brings a personal injury action against the automobile driver, and the insurer commingles its files to provide material from the PIP file to the liability insured which is then used against the PIP insured at trial, the insurer commits bad faith as a matter of law. Under these circumstances, the Court should impose a rebuttable presumption of prejudice to the PIP insured. Application of the presumption of prejudice should result in granting the PIP insured a new trial and exclusion of material from the PIP file as evidence in the new trial. Because the justification for a new trial is the insurer's bad faith conduct, granting the new trial should not be contingent on whether there is an independent basis under the rules of evidence for excluding the material from the PIP file.

The PIP insured has causes of action for bad faith and Consumer Protection Act (CPA) violations against the insurer. The PIP insured should be entitled to damages for the amounts incurred as a result of the insurer's bad faith conduct, as well as general tort damages, and the damages normally associated with CPA violations.

## **V. ARGUMENT**

This case presents an important question regarding an insurer's good faith duty to protect the interests of its insured by avoiding the commingling of insurance files to the prejudice of the insured. This Court has requested that briefing address the duties owed by an insurer in this context, and the remedies that may be available in the event of a breach. This brief therefore focuses on these issues as highlighted by the Court. Because the insurer here

is not a named party in the action, some of the remedies that are surveyed here are examined in the abstract.<sup>1</sup>

**A. Where An Insurer Functions As Both A PIP Insurer And A Liability Insurer Arising Out Of A Single Incident, The Insurer's Failure To Maintain Separate Claim Files To The Detriment Of Its PIP Insured Constitutes Bad Faith As A Matter Of Law.**

Washington's bad faith law derives from statutes, regulations and the common law. *See St. Paul Fire & Marine Ins. Co. v. Onvia, Inc.*, 165 Wn.2d 122, 128, 196 P.3d 664 (2008). Washington's insurance code recognizes that "[t]he business of insurance is one affected by the public interest, requiring that all persons be actuated by good faith, abstain from deception, and practice honesty and equity in all insurance matters." RCW 48.01.030 (brackets added). RCW 48.30.010 prohibits unfair or deceptive acts or practices in the business of insurance, and unfair acts constitute a breach of the duty of good faith. *See Coventry Associates v. Am. States Ins. Co.*, 136 Wn.2d 269, 276 n.1, 961 P.2d 933 (1998). The duty to act in good faith applies to both first-party and third-party coverage. *Onvia*, 165 Wn.2d at 130. The good faith duty "arises from a source akin to a fiduciary duty." *Id.* at 129.

In *Coventry Associates*, 136 Wn.2d 269, in a first-party context this Court found a duty to act in good faith and a fiduciary relationship between the insurer and the insured. *See Coventry*, 136 Wn.2d at 280. Quoting from

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<sup>1</sup> In light of the Court of Appeals opinion suggesting the insurer commingled its files and the letter from this Court requesting briefing addressing commingling and what remedies might be available for improper commingling, this brief assumes the defense counsel obtained the PIP application through the insurer's commingling of the files.

*Tank v. State Farm Fire & Cas. Co.*, 105 Wn.2d 381, 715 P.2d 1133 (1986), the Court described that fiduciary relationship: “This fiduciary relationship...implies more than ‘honesty and lawfulness of purpose’... It implies ‘a broad obligation of fair dealing’ and a responsibility to give ‘equal consideration’ to the insured’s interests.” *Coventry*, 136 Wn.2d at 280 (quoting *Tank*, 105 Wn.2d at 385-86).

PIP coverage is first-party insurance described as “essentially no-fault coverage for medical expenses arising from bodily injuries sustained in an automobile accident.” *Van Noy v. State Farm Mut. Auto. Ins. Co.*, 142 Wn.2d 784, 787, 16 P.3d 574 (2001). A PIP insurer has a fiduciary duty to its insureds. *Van Noy*, 142 Wn.2d at 793 & n.2. The PIP insurer’s duty to its insureds “is a duty to exercise a high standard of good faith which obligates it to deal fairly and give ‘equal consideration’ in all matters to the insured’s interests.” *Id.* at 794. In *Van Noy*, the Court emphasized the PIP insured’s dependence and trust in the PIP insurer:

“[T]he fiduciary relationship existing between insurer and insured... exists not only as a result of the contract between insurer and insured, but because of the high stakes involved for both parties to an insurance contract and the elevated level of trust underlying insureds’ dependence on their insurers.” *Tank*, 105 Wn.2d at 385. This dependence and heightened level of trust exists not only where the insurer and the insured’s interests are aligned, as in the third-party context, but also, and perhaps even more so, in the first-party context, where the insurer’s interests might be opposed to the insured’s and the insured is particularly vulnerable and dependent on the insurer’s honesty and good faith.

*Van Noy*, 142 Wn.2d at 793, n.2.

An insurer's duty to exercise good faith is not limited to its contractual obligation to pay benefits, but "permeates the insurance arrangement." *Onvia*, 165 Wn.2d at 129 (citing *Indus. Indem. Co. of the Nw., Inc. v. Kallevig*, 114 Wn.2d 907, 916, 792 P.2d 520 (1990) (citing RCW 48.01.030)). In *Coventry*, the Court held that a first-party insured has a cause of action for bad faith where an insurer mishandled a claim even when it is ultimately determined that there is no coverage. *See Coventry*, 136 Wn.2d at 279. This is because the insurer's duty of good faith is separate from, and not dependent upon, its duty to pay insurance coverage benefits. This rule captures the principles set forth in RCW 48.01.030 that the insurance business requires good faith, honesty, and equity *in all insurance matters*. *See id.* (emphasis added); *see also Onvia*, 165 Wn.2d at 131-32. This Court has stated: "we have consistently recognized that the duty of good faith is broad and all-encompassing, and is not limited to an insurer's duty to pay, settle or defend." *Id.* at 132.

In *Harris v. Drake*, a PIP insured brought an action against a third-party tortfeasor to recover damages for injuries from an automobile accident. Following a judgment for the PIP insured, the defendant appealed, arguing that the trial court erred in excluding the PIP insurer's independent medical examiner and the examiner's reports at trial. The PIP insurer indicated it would not allow its examiner to testify, and that it would not take a position opposed to its PIP insured. *See Harris*, 152 Wn.2d at 492. The Court noted that "[t]aking a position opposed to its insured might be

interpreted as a violation of [the PIP insurer's] quasi-fiduciary duty to Harris.” *Id.* (brackets added) (citing *Ellwein v. Hartford Acc. & Indem. Co.*, 142 Wn.2d 766, 15 P.3d 640 (2001), *overruled on other grounds by Smith v. Safeco Ins. Co.*, 150 Wn.2d 478, 78 P.3d 1274 (2003)).

In *Ellwein*, Hartford hired an accident reconstruction expert to investigate a multiple vehicle accident involving its insured, Ellwein. Based on that expert's report, Hartford advised the insurer of one of the other vehicles involved in the accident that Ellwein was not at fault. Subsequently, Ellwein's attorney advised Hartford that Ellwein had settled her claim against one of the other vehicle operators, and made a demand for UIM limits under Hartford's policy. Hartford provided the accident reconstruction expert with additional information, and then Hartford advised Ellwein that the expert revised his opinion and concluded that Ellwein was the sole cause of the accident. Following a UIM arbitration, Ellwein filed suit against Hartford for bad faith and Consumer Protection Act (CPA) violations. The Supreme Court found that Hartford committed bad faith as a matter of law by appropriating the Ellweins' defense expert for use against Ellwein in her UIM claim, and stated “we find it particularly troubling that the insurer may ‘commingle’ the liability representation file with the UIM file in such a way.” *Ellwein*, 142 Wn.2d at 782.

Brayan is an “Insured” under Prieto's PIP coverage, because a person accidentally struck by an insured automobile is a PIP “Insured.” *See*

RCW 48.22.005(5)(b)(ii).<sup>2</sup> An insured's contractual obligation to cooperate with his or her insurance company "clearly creates a reasonable expectation that the contents of statements made by the insured will not be revealed to the opposing party." *Heidebrink v. Moriwaki*, 104 Wn.2d 392, 400, 706 P.2d 212 (1985) (regarding an insured's post-accident statement to a liability insurance adjuster). In *Harris*, citing *Heidebrink*, the Court noted that a PIP insured must comply with insurance contract requirements in order to obtain coverage, and has a reasonable expectation that an independent medical examination required by the PIP insurer will not be disclosed to the tortfeasor. *Harris*, 152 Wn.2d at 488.

The PIP insurer owes a duty of good faith and a quasi-fiduciary duty to Brayan. *See Van Noy*, 142 Wn.2d at 793 & n.2. The PIP insurer must "deal fairly" with Brayan, and must give "equal consideration in all matters" to Brayan's interests as well as its own. *Id.* at 793. As a PIP insured, Brayan "is particularly vulnerable and dependent on the insurer's honesty and good faith." *Id.* at 793, n.2. Brayan and his mother could reasonably expect that statements provided in an application to Brayan's PIP insurer would not be turned over to Prieto's attorney to be used against Brayan in his personal injury trial. Prieto's insurer was presented with potential conflicts of interest in its role as Brayan's PIP insurer and its role as Prieto's liability insurer.

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<sup>2</sup> In *Matsyuk v. State Farm Fire & Cas. Co.*, 173 Wn.2d 643, 654 n.4, 272 P.3d 802 (2012), the Court found questionable State Farm's description of a passenger entitled to PIP benefits under a tortfeasor/driver's automobile coverage as a "third-party beneficiary," noting that "[a]n injured passenger is generally insured under the driver's PIP" (brackets added).

The insurer's conduct in providing Prieto's lawyer with a copy of Brayan's PIP application benefited Prieto and the liability insurer to the detriment of Brayan, the insurer's PIP insured, and did not give equal consideration to Brayan's interests as compared with its own. As in *Ellwein*, Prieto's insurer's commingling of Brayan's PIP file with Prieto's liability file constitutes bad faith as a matter of law.

**B. Where An Insurer Breaches Its Duty Of Good Faith By Failing To Maintain Separate PIP And Liability Insurance Files, A Cause Of Action For Common Law Bad Faith Should Lie, A Presumption Of Harm To The PIP Insured Should Apply, And Remedies Should Include Tort Damages Against The Insurer And Exclusion Of Any Material From The PIP File In The Liability Case.**

**1. Overview of available remedies for common law bad faith.**

“An action for bad faith handling of an insurance claim sounds in tort.” *Mut. of Enumclaw Ins. Co. v. Dan Paulson Const., Inc.*, 161 Wn.2d 903, 915, 169 P.3d 1 (2007) (quoting *Safeco Ins. Co. of Am. v. Butler*, 118 Wn.2d 383, 389, 823 P.2d 499 (1992)). “Claims of insurer bad faith ‘are analyzed applying the same principles as any other tort: duty, breach of that duty, and damages proximately caused by any breach of duty.’” *Dan Paulson*, 161 Wn.2d at 916 (quoting *Smith*, 150 Wn.2d at 485).

Recovery for bad faith conduct includes “consequential damages” and “general tort damages.” *Coventry*, 136 Wn.2d at 284-85; *see also Onvia*, 165 Wn.2d at 129-33. *Coventry* equates “consequential damages” with damages incurred “as a result of the insurer’s breach of its contractual and statutory obligations” and “amounts [the insured] has incurred as a

result of the bad faith.” *Coventry*, 136 Wn.2d at 284-85 (brackets added). *Accord Onvia*, 165 Wn.2d at 133. The Court may also craft other common law remedies that are deemed appropriate to address bad faith conduct. *See, e.g., Butler*, 118 Wn.2d at 392; *Hamilton v. State Farm Ins. Co.*, 83 Wn.2d 787, 791, 523 P.2d 193 (1974); *Greer v. Nw. Nat. Ins. Co.*, 109 Wn.2d 191, 203 n.6, 743 P.2d 1244 (1987).

In appropriate cases, the Court imposes a rebuttable presumption of harm. In *Dan Paulson*, the Court noted that because of the nature of the bad faith tort, either the insured will face the “almost impossible burden” of proving that he or she is worse off because of the insurer’s bad faith, or the insurer will be faced with the equally difficult burden of proving the opposite. *Dan Paulson*, 161 Wn.2d at 921. “Imposing a rebuttable presumption of prejudice relieves the insured of that ‘almost impossible burden.’ This reflects the fiduciary aspects of the insured/insurer relationship.” *Butler*, 118 Wn.2d at 390. In *Butler*, the Court recognized that “[t]he course cannot be rerun, no amount of evidence will prove what might have occurred if a different route had been taken.” *Id.* at 391 (citation omitted). In *Dan Paulson*, the Court ultimately decided: “As between the insured and the insurer, it is the insurer that controls whether it acts in good faith or bad. Therefore it is the insurer that appropriately bears the burden of proof with respect to the consequences of that conduct.” *Dan Paulson*, 161 Wn.2d at 921. Imposing a presumption of harm is consistent with the application of a duty of good faith on both the insurer and the insured in

RCW 48.01.030. “[I]mposing a presumption of prejudice only after the insured shows bad faith adequately protects the competing societal interests involved. It provides a meaningful disincentive to insurers’ bad faith conduct while protecting insurers from frivolous claims.” *Butler*, 118 Wn.2d at 392.

2. **The Court should presume harm from the insurer’s bad faith commingling of the insurance files and improper use of the PIP application at trial, and plaintiffs should be entitled to a new trial against Prieto, as well as consequential damages, both special and general, against the bad faith insurer.**

The Court should impose a rebuttable presumption of harm on the facts here. In *Coventry*, the Court held that in the first-party bad faith context, the insured must prove actual harm and may recover the amounts incurred as a result of the bad faith and general tort damages, but declined to hold that a rebuttable presumption of harm applies. *See Coventry*, 136 Wn.2d at 281, 285. The Court explained why a rebuttable presumption of harm applies in the third-party reservation of rights defense context, but not in *Coventry*’s first-party bad faith case:

While a rebuttable presumption of harm exists as a result of an insurer’s bad faith act in the third party context, that is so because insurers have a heightened duty of good faith in such situations. *See Tank*, 105 Wn.2d at 387 ... (“the potential conflicts of interest between insurer and insured inherent in this type of defense [reservation of rights] mandate an even higher standard: an insurance company must fulfill an enhanced obligation to its insured as part of its duty of good faith”). Because the potential conflict of interest does not exist in the first party context, we do not think a rebuttable presumption of harm is warranted.

*Coventry*, 136 Wn.2d at 281.

In the usual first-party bad faith action, it may be appropriate that the insured be required to prove actual harm, but when the first-party insurer's bad faith occurs from commingling separate insurance coverage files, a presumption of harm should apply. Just as in the context of a reservation of rights defense, there is an inherent potential for conflicts of interest when an insurer has different insurance relationships under multiple coverages arising out of the same incident. That conflict is demonstrated in this case, where Prieto's automobile insurer had a duty to its PIP insured, Brayan, as well as a duty to its liability coverage insured, Prieto. An insurer should have a heightened duty to keep separate different coverage files arising out of the same incident due to the inherent potential for conflicts of interest, and a presumption of harm should apply when an insurer commingles different coverage files to the detriment of its insured.

This presumption of harm is appropriate, because it is not possible to determine what the outcome might have been had the insurer not acted in bad faith in commingling the insurance files. The PIP insurer harmed its insured by providing Brayan's PIP application to the liability insurer. The defendant then used the application at trial, and the jury found in favor of Prieto. This situation is equivalent to the scenarios presented in *Dan Paulson* and *Butler*, because all of the cases involved insurers' bad faith conduct that compromised the interests of their insureds by hampering the insureds' position in litigation.

*Re: Remedies as against Prieto*

The presumption of harm in Brayan's case should operate to presuppose that Brayan was harmed by the introduction of the PIP application into evidence in his personal injury lawsuit and to award a new trial. The justification for a new trial is the harm caused by the insurer's bad faith provision of Brayan's PIP application to Prieto's liability defense attorney, and granting a new trial should not be contingent upon whether there is an independent basis for excluding the PIP application as inadmissible under the evidence rules.

*Re: Remedies as against the insurer*

In addition to awarding a new trial as against Prieto resulting from the improper use of the PIP application at trial, an insurer that commingles its files in its capacity as a first-party and third-party insurer to the detriment of its first-party insured should be liable for all consequential damages resulting from this bad faith conduct. Brayan should be entitled to damages for the amounts incurred as a result of the bad faith commingling of the insurer's PIP and liability defense files, as well as general tort damages. *See Coventry*, 136 Wn.2d at 285. These damages should include attorney fees and expenses associated with a second trial, if the Court remands this case for a new trial because the insurer improperly provided Prieto's attorney with the PIP application.

**C. Where An Insurer Breaches Its Duty Of Good Faith By Failing To Maintain Separate PIP And Liability Insurance Files, A CPA Action Should Lie, And Remedies Should Include Actual**

**Damages For Harm To Business Or Property, Attorney Fees And Costs, Injunctive Relief, And Treble Damages.**

Washington provides a CPA cause of action to first-party insureds for bad faith mishandling of a claims file, even in the absence of a duty to indemnify. *Coventry*, 136 Wn.2d at 279. A CPA claim is available where the complained of conduct is unfair or deceptive, affects the public interest, occurs in trade or commerce and causes injury to the plaintiff's business or property. *See Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co.*, 105 Wn.2d 778, 784-85, 719 P.2d 531 (1986).<sup>3</sup> A violation of the statutory duty of good faith announced in RCW 48.01.030 is subject to a CPA claim. *See* RCW 19.86.090; RCW 19.86.170; *Leingang v. Pierce Cty. Med. Bureau, Inc.*, 131 Wn.2d 133, 149, 930 P.2d 288 (1997). A violation of the duty of good faith is a per se violation of the CPA. *See Levy v. N. Am. Co. for Life & Health Ins.*, 90 Wn.2d 846, 850, 586 P.2d 845 (1978); *Salois v. Mut. of Omaha Ins. Co.*, 90 Wn.2d 355, 359, 581 P.2d 1349 (1978).

Under the CPA, an insured may recover "actual damages" for injury to business or property, attorney fees and costs, and injunctive relief for an insurer's wrongful conduct. *See* RCW 19.86.090. Under the CPA, a court has discretion to treble the actual damages amount, up to a maximum of \$25,000. *See* RCW 19.86.090.

Here, the insurer's bad faith conduct in commingling Brayan's PIP coverage file and Prieto's liability defense file constitutes a per se violation

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<sup>3</sup> A CPA claim does not require a contractual relationship or consumer transaction between the parties. *Panag v. Farmers Ins. Co. of Washington*, 166 Wn.2d 27, 38, 43 n.6, 204 P.3d 885 (2009).

of the CPA and Brayan should be entitled to make a claim for the damages normally associated with CPA violations. *See Coventry*, 136 Wn.2d at 285.

**VI. CONCLUSION**

The Court should adopt the arguments advanced in this brief in the course of resolving the issues on review.

DATED this 28<sup>th</sup> day of January, 2019.

  
DANIEL E. HUNTINGTON

  
for VALERIE D. MCOMIE

On behalf of WSAJ Foundation

## CERTIFICATE OF SERVICE

I hereby declare under penalty of perjury, under the laws of the State of Washington, that on the 28<sup>th</sup> day of January, 2019, I served the foregoing document by email to the following persons:

### **Counsel for Plaintiffs/Respondents:**

Ned Stratton, WSBA # 42299  
Brian Anderson, WSBA # 39061  
Anderson Law PLLC  
5861 W. Clearwater Ave.  
Kennewick, WA 99336  
Phone: (509) 734-1345  
email: [ned@andersonlawaw.com](mailto:ned@andersonlawaw.com)  
[law@andersonlawwa.com](mailto:law@andersonlawwa.com)

George Ahrend, WSBA # 25160  
Ahrend Law Firm PLLC  
100 E. Broadway Ave.  
Moses Lake, WA 98837  
Phone: (509) 764-9000  
email: [gahrend@ahrendlaw.com](mailto:gahrend@ahrendlaw.com)

### **Counsel for Defendant/Petitioner:**

Steven M. Cronin  
Mullin, Cronin, Casey & Blair, P.S.  
115 N. Washington St., Suite 3  
Spokane, WA 99201-0657  
Phone: (509) 455-7999  
email: [stevecronin@mccblaw.com](mailto:stevecronin@mccblaw.com)

Joseph D. Hampton, WSBA # 15297  
Michelle E. Kierce, WSBA # 48051  
Betts Paterson & Mines  
One Convention Place, Suite 1400  
701 Pike Street  
Seattle, WA 98101-3927  
Phone: (206) 292-9988  
email: [jhampton@bpmlaw.com](mailto:jhampton@bpmlaw.com)  
[mkierce@bpmlaw.com](mailto:mkierce@bpmlaw.com)

A handwritten signature in black ink, appearing to read "Daniel E. Huntington", written over a horizontal dashed line.

Daniel E. Huntington, WSBA # 8277  
WSAJ Foundation

January 28, 2019 - 5:01 PM

**Transmittal Information**

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**Appellate Court Case Title:** Monica Diaz Barriga Figueroa v. Consuelo Prieto Mariscal  
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- law@nedstratton.com
- mkierce@bpmlaw.com
- scanet@ahrendlaw.com
- stevecronin@mccblaw.com

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Sender Name: Valerie McOmie - Email: [valeriemcomie@gmail.com](mailto:valeriemcomie@gmail.com)

Address:  
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Phone: 360-852-3332

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