

FILED
SUPREME COURT
STATE OF WASHINGTON
2/26/2018 3:26 PM
BY SUSAN L. CARLSON
CLERK

No. 94771-6

IN WASHINGTON STATE SUPREME COURT

BRETT DURANT, on behalf of himself and all other similarly situated,

Plaintiffs,

v.

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,
a foreign automobile insurance company,

Defendant.

ON QUESTIONS CERTIFIED BY THE
UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
HONORABLE RICHARD A. JONES
CASE NO. 2:15-CV-01710-RAJ

**DEFENDANT STATE FARM'S ANSWER TO BRIEF OF *AMICUS CURIAE*
WASHINGTON STATE ASSOCIATION FOR JUSTICE FOUNDATION**

SHEPPARD MULLIN RICHTER &
HAMPTON LLP
Frank Falzetta, Cal Bar No. 125146
Jennifer M. Hoffman, Cal Bar. No. 240600
333 South Hope Street, 43rd Floor
Los Angeles, California 90071-1448
Telephone: 213-620-1780
Facsimile: 213-620-1398
ffalzetta@sheppardmullin.com
jhoffman@sheppardmullin.com

LEWIS BRISBOIS LLP
Gregory S. Worden, WA Bar No. 24262
1111 Third Ave., Suite 2700
Seattle, Washington 98101
Telephone: 206-436-2020
Facsimile: 206-436-2030
gregory.worden@lewisbrisbois.com

Attorneys for Defendant/Respondent
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

TABLE OF CONTENTS

Page

I. INTRODUCTION

II. WSAJF'S BRIEF CENTERS ON AN INAPPLICABLE
PUBLIC POLICY TEST

III. EVEN IF KYRKOS' TEST APPLIED, IT IS NOT
SATISFIED HERE

IV. WSAJF'S DISCUSSION OF WORKERS'
COMPENSATION SUPPORTS ITS SIMILARITY TO
PIP COVERAGE

V. CONCLUSION.....

TABLE OF AUTHORITIES

	Page(s)
<u>Cases</u>	
<i>Daley v. Allstate Ins. Co.</i> 135 Wn.2d 777, 958 P.2d 990 (1998).....	5, 6, 8
<i>Farmers Ins. Co. v. Miller</i> 87 Wn.2d 70, 549 P.2d 9 (1976).....	4, 5, 6, 8
<i>Fluke Corp. v. Hartford Acc. & Indem. Corp.</i> 145 Wn.2d 137, 34 P.3d 809 (2001).....	3
<i>Greengo v. Pub. Employees Mut. Ins. Co.</i> 135 Wn.2d 799, 959 P.2d 657 (1998).....	6
<i>Hamm v. State Farm Mut. Auto. Ins. Co.</i> 151 Wn.2d 303, 88 P.3d 395 (2004).....	14
<i>Kroeber v. GEICO Ins. Co.</i> 184 Wn.2d 925, 366 P.3d 1237 (2016).....	7, 8
<i>Kyrkos v. State Farm</i> 121 Wn.2d 669, 852 P.2d 1078 (1993).....	1, 6, 7, 9
<i>Mendoza v. Rivera-Chavez</i> 140 Wn.2d. 659, 999 P.2d 29 (2000).....	11
<i>Reliable Credit Ass'n Inc. v. Progressive Direct Ins. Co.</i> 171 Wn.App. 630, 287 P.3d 698 (2012).....	7, 8
<i>Sherry v. Fin. Indem. Co.</i> 160 Wn.2d 611, 160 P.3d 31 (2007).....	9, 10, 12, 13, 14
<i>Touchette v. Northwestern Mut. Ins. Co.</i> 80 Wn.2d 327, 494 P.2d 497 (1972).....	1, 4, 5

Statutes

RCW 46.294
RCW 48.22.00510, 11
RCW 48.22.005(7).....3, 7, 8, 13
RCW 48.22.0304, 10
RCW 48.22.09510
RCW 51.36.010(2).....13

Other Authorities

Black’s Law Dictionary7
WAC 284-30-395.....7
WAC 284-30-395(1).....3

I. INTRODUCTION

Amicus Curiae the Washington State Association for Justice Foundation's ("WSAJF") argues that the Court should invalidate State Farm's "necessary" definition as a matter of public policy under a two-part test articulated in *Kyrkos v. State Farm*, 121 Wn.2d 669, 672, 852 P.2d 1078 (1993), and originating with *Touchette v. Northwestern Mut. Ins. Co.*, 80 Wn.2d 327, 328, 494 P.2d 497 (1972). WSAJF concedes that the Court has never applied that test to this context. The Court only rarely invokes public policy to invalidate policy provisions, and has expressly limited *Kyrkos'* test to cases involving uninsured or underinsured motorist ("UIM") exclusions. This case does not involve UIM coverage or an exclusion – it involves the initial grant of Personal Injury Protection ("PIP") coverage, which this Court recognizes is separate and distinct from UIM coverage.

Even if *Kyrkos'* test could apply here, its prongs are not met. The first prong asks whether the subject language conflicts with the express language of the UIM statute (or as WSAJF argues, the PIP statute). State Farm's definition of "necessary" in terms of MMI does not conflict with the PIP statute, because the statute does not define "necessary." WSAJF concedes that point, instead arguing that additional language should be

read into the PIP statute to create a conflict with State Farm’s “necessary” definition. WSAJF cites no law supporting that novel theory, which fails because *Kyrkos*’ first prong requires a conflict with express, not implied, statutory language.

Kyrkos’ second prong asks whether the language conflicts with the declared public policy behind the UIM statute (or here, the PIP statute). WSAJF cites a number of general policies, while ignoring the policy behind PIP coverage articulated by this Court: compensation for the immediate costs of an automobile accident without regard to fault. State Farm’s PIP coverage does not conflict with that policy, as Plaintiff’s own case shows. State Farm paid about \$20,000 in PIP benefits for chiropractic and massage treatment in the nine months following Plaintiff’s subject accident, including more than \$9,000 in massage costs alone for Plaintiff’s soft-tissue back “sprain condition.” Chiropractic and massage treatment after that time was neither an “immediate cost” of the auto accident, nor covered under State Farm’s PIP coverage as a “necessary” medical expense.

Finally, WSAJF criticizes State Farm’s discussion detailing how both this Court and the Washington Department of Labor & Industries have found MMI consistent with “necessary” in another no-fault context: workers’ compensation. WSAJF’s discussion of the policies behind

workers' compensation, however, only support its similarity to no-fault PIP coverage, as opposed to fault-based UIM coverage, on which law WSAJF largely relies.

In sum, WSAJF's arguments are misplaced, and do not support that State Farm's "necessary" definition in terms of MMI violates the express terms of WAC 284-30-395(1) or RCW 48.22.005(7), or that MMI is inconsistent with "necessary" in the no-fault PIP context.

II. WSAJF'S BRIEF CENTERS ON AN INAPPLICABLE PUBLIC POLICY TEST

WSAJF acknowledges that *Kyrkos*' two-part public policy test applies only to exclusionary provisions in UIM policies. (WSAJF Brief, p. 8). It nonetheless argues that the Court should apply *Kyrkos*' test here, even though this case does not involve UIM coverage or an exclusion – it involves the meaning of "necessary" in the initial grant of PIP coverage.

Contrary to WSAJF's suggestion, and as State Farm recounted in its main brief, the Court "only rarely invoke[s] public policy to override express terms of insurance policies." (State Farm's Brief, pp. 26-27 (quoting *New Hampshire Indem. Co., Inc. v. Budget Rent-A-Car Systems, Inc.*, 148 Wn.2d 929, 935, 64 P.3d 1239 (2003))). Moreover, the Court will not invoke public policy to invalidate "any affirmative grant of coverage made by an insurer." *Fluke Corp. v. Hartford Acc. & Indem.*

Corp., 145 Wn.2d 137, 144, 34 P.3d 809 (2001) (explaining that public policy has only been invoked to “nullify policy *exclusions* in two areas: one relates to underinsured motorist insurance (UIM) coverage authorized under RCW 48.22.030; the other involved the Financial Responsibility Act, RCW 46.29”) (emphasis in original). This includes affirmative grants of coverage in the UIM context. *See Farmers Ins. Co. v. Miller*, 87 Wn.2d 70, 549 P.2d 9 (1976).

Miller is instructive. *Miller* involved whether Miller’s son qualified as an “insured” for purposes of UIM coverage under an automobile policy Miller purchased from Farmers. Under the policy definition of “who is an insured,” the son did not qualify. Miller argued that the policy language, which defined “insured” narrowly, was barred by “the public policy expressed in the uninsured motorist statute.” *Id.* at 75. The Court disagreed, and distinguished *Touchette* on the ground that it involved a UIM exclusion while the question presented in *Miller* “revolve[d] around the initial extension of coverage to defendants.” *Id.* at 76. The Court further observed that the governing UIM “statute does not mandate any particular scope for the definition of who is an insured in a particular automobile insurance policy.” *Id.* at 75. Accordingly, the Court applied general rules of contract interpretation and enforced the plain

language of the policy definition of “who is an insured,” which resulted in a finding of no UIM coverage for Miller’s son. *Id.* at 73.

The Court reached a similar result in *Daley v. Allstate Ins. Co.*, 135 Wn.2d 777, 958 P.2d 990 (1998). *Daley* involved whether pure emotional distress damages were recoverable as damages because of “bodily injury” under Allstate’s UIM coverage. The UIM statute mandated coverage for damages for “bodily injury,” but did not define the term; Allstate’s policy, on the other hand, defined “bodily injury” as “bodily injury, sickness, disease or death.” *Id.* at 781. Applying general rules of contract interpretation, the Court found that “bodily injury” under Allstate’s definition did not apply to pure emotional distress damages. *Id.* at 783-784.

Daley countered that Allstate’s definition violated the public policy behind the UIM statute, which under *Touchette* should be “liberally construed.” *Id.* at 789. Because the UIM statute did not define “bodily injury,” Daley argued that the term should be construed broadly to include pure emotional distress. *Id.* The Court rejected Daley’s argument, reasoning that “similar limitations on UIM coverage” had been enforced, and “public policy arguments are generally successful only if supported by specific legislation or judicial decisions... we have been hesitant to invoke public policy to limit or avoid express contract terms absent legislative

action.” *Id.* at 790. Because the Legislature did not specify that “bodily injury” includes pure emotional distress damages in adopting the UIM statute, the Court enforced Allstate’s policy language. *Id.* at 790.

Similarly here, this case involves an initial grant of PIP coverage for “necessary” medical expenses, not an exclusionary provision. The governing PIP statute mandates coverage for “necessary” medical expenses, but does not define “necessary.” State Farm’s policy does, because the Insurance Commissioner compelled State Farm to define “necessary,” and expressly approved of that definition in terms of MMI. The Court should therefore reject WSAJF’s amorphous public policy argument and resolve this coverage dispute like it resolved *Miller* and *Daley* – by interpreting and enforcing the plain terms of State Farm’s policy.

**III.
EVEN IF KYRKOS’ TEST APPLIED,
IT IS NOT SATISFIED HERE**

Even if *Kyrkos*’ public policy test could apply here, its two parts cannot be satisfied.

The first part of *Kyrkos*’ test asks whether the “exclusion conflict[s] with the express language of the UIM statute?” *Kyrkos, supra*, 121 Wn.2d at 664; *Greengo v. Pub. Employees Mut. Ins. Co.*, 135 Wn.2d 799, 959 P.2d 657 (1998). WSAJF does not identify any conflict between

State Farm’s policy definition of “necessary” and the express language of the governing PIP statute. To the contrary, WSAJF recognizes that neither RCW 48.22.005(7) nor WAC 284-30-395 define “necessary.” (WSAJF Brief, pp. 7-8).

WSAJF argues that the Court should nonetheless find a conflict by reading into the statute a definition of “necessary” that conflicts with State Farm’s policy language.¹ (WSAJF Brief, pp. 8-9). That flies in the face of *Kyrkos* which, as even WSAJF recognizes, requires a conflict with the “express language” of the statute. (WSAJF Brief, p. 8). WSAJF does not cite any case finding *Kyrkos*’ first prong satisfied by reading words into a statute that are not there.

Alternatively, WSAJF argues that the Court should find *Kyrkos*’ first prong satisfied by finding an ambiguity in RCW 48.22.005(7). (WSAJF Brief, p. 8). Again, WSAJF cites no authority in support of this claim. Neither *Kroeber v. GEICO Ins. Co.*, 184 Wn.2d 925, 366 P.3d 1237 (2016), nor *Reliable Credit Ass’n Inc. v. Progressive Direct Ins. Co.*,

¹ WSAJF also urges the Court to adopt a construction of “necessary” found only in an out-dated Black’s Law Dictionary. (WSAJF Brief, p. 9). The current version of that text, like other popular dictionaries cited by State Farm, define “necessary” as “essential,” which is entirely consistent with State Farm’s definition. (WSAJF Brief, p. 9; State Farm Brief, p. 38).

171 Wn.App. 630, 287 P.3d 698 (2012), cited by WSAJF, support that proposition or even applied *Kyrkos*' test.

Kroeber and *Reliable* are also distinguishable because they involved interpretation of ambiguous statutorily-mandated terms not defined in the statute or the insurance contract.² *Kroeber*, 184 Wn.2d at 928-929; *Reliable*, 171 Wn.App. at 636 (recognizing that “the statutes do not define the terms” and “Progressive’s insurance policy also fails to define any of these terms”). Here, RCW 48.22.005(7) does not define “necessary,” but State Farm’s policy does, as compelled and approved by the Insurance Commissioner.³ Because the statute includes no definition, State Farm’s definition cannot conflict with the statute, and *Kyrkos*' first prong cannot be satisfied here.

² *Reliable* and *Kroeber* also conflicted in their analysis: *Reliable* applied rules of contract interpretation, while *Kroeber* applied rules of statutory interpretation. *Kroeber*, 184 Wn.2d at 933; *Reliable*, 171 Wn.App. at 636. Had *Kroeber* included a policy definition of a statutorily-mandated but undefined term, this Court presumably would have applied rules of contract interpretation as it did in *Miller* and *Daley*.

³ WSAJF incorrectly quotes to State Farm’s policy definition of “necessary” in the same way Plaintiff incorrectly did in his Opening Brief. (WSAJF Brief, p. 2; State Farm’s Brief, p. 20 & Exh. 3). The margins for the subject MMI language appear within, and not outside, the margin for the necessary prong of the reasonable medical expenses definition. (State Farm’s Brief, Exh. 3).

Neither can *Kyrkos*' second prong. That prong asks whether the exclusion is "contrary to the UIM statute's declared public policy?" *Kyrkos*, 121 Wn.2d at 674. Notably absent from WSAJF's brief is any declaration from either the Legislature or this Court setting forth the public policy behind PIP medical expense coverage.

WSAJF attempts to cobble one together, however, by citing *Sherry v. Fin. Indem. Co.*, 160 Wn.2d 611, 160 P.3d 31 (2007), for the proposition that the policy behind PIP coverage is "to fully compensate insureds for their actual damages from automobile accidents." (WSAJF Brief, p. 17). Not so. That discussion in *Sherry* involved the meaning of "fully compensated" under the common law "made whole" rule. *Id.* at 619-621 (recounting that the rule furthers both the general policies of preventing a double recovery and fostering full compensation of "innocent automobile accident victims" by allowing an insurer to offset, setoff or recoup certain payments made under an insurance contract where the insured has been fully compensated for the loss). That discussion did not

purport to declare the public policy behind PIP coverage generally or RCW 48.22.005 specifically – it did not even mention that statute.⁴

WSAJF ignores that *Sherry did* subsequently address the policy behind PIP coverage generally: “to provide immediate funds regardless of fault.” *Sherry*, 160 Wn.2d 611, 624 fn. 8 (citing RCW 48.22.085). State Farm’s “necessary” definition in no way subverts that policy, as Plaintiff’s own case demonstrates. State Farm paid *all* of Plaintiff’s submitted medical expenses for nearly nine months after the July 2012 accident. (Dkt. 39-1, pp. 80-98; Dkt. 39-2, pp. 1-30). That included payment of more than \$9,000 in massage costs alone, most of which State Farm later learned were un-prescribed. (Dkt. 39-1, pp. 80-98, Dkt. 39-2, pp. 1-30). State Farm only stopped paying for further chiropractic and massage

⁴ *Sherry* also disclaimed that “full compensation” was the policy behind the UIM statute. *Sherry*, 160 Wn.2d at 622 (“It is important to remember that UIM is unique among insurance. Its purpose and focus are very narrow. Rather than full compensation, UIM coverage simply provides additional insurance to cover any judgment that might be entered in favor of the insured against an underinsured motorist.”). Although UIM is a narrow coverage, it may provide far broader coverage than PIP coverage. UIM coverage applies to both general and special damages recoverable against the at-fault driver, and insurers must offer UIM coverage limits equal to the insured’s liability coverage limits. *Id.*; RCW 48.22.030. In contrast, PIP coverage applies only to certain expenses incurred by an insured, and insurers need only offer \$10,000 in coverage limits for medical expenses. RCW 48.22.095. It makes no sense to find that PIP coverage is intended to “fully compensate” insureds when UIM coverage is not, especially considering the statutory limitations on PIP coverage.

treatment in March 2013, after Plaintiff's own chiropractor advised that Plaintiff was stable, had no further treatment scheduled, and had reached MMI for his soft-tissue back "sprain condition." (Dkt. 30, pp. 29-30; Dkt. 38-2, p. 13). Moreover, Plaintiff was ultimately compensated for *all* chiropractic and massage treatment he elected to receive after March 2013 by the other driver's \$50,000 liability payment, plus State Farm's additional payments of \$5,000 under his UIM coverage and \$6,972.00 in *Winters* fees (on top of the \$20,916 in PIP payments previously made). (Dkt. 39-1, pp. 70, 76; Dkt. 39-2, pp. 31-32).

Mendoza v. Rivera-Chavez, 140 Wn2d. 659, 999 P.2d 29 (2000), also does not assist WSAJF. (WSAJF Brief, p. 14). In *Mendoza*, the Court recounted the public policy behind other statutorily-mandated automobile coverages, not PIP coverage. *Id.* at 663. The Court also cautioned:

This court has been careful to look to a *particular statute* to guide it in defining public policy. We will not make public policy from whole cloth.

Id. at 663 (emphasis added). *Mendoza* only underscores that WSAJF's attempt to piece together some public policy underlying RCW 48.22.005 that State Farm's "necessary" definition could possibly conflict with, in the absence of a clear declaration from the Legislature or this Court, should not be entertained.

IV.
**WSAJF’S DISCUSSION OF WORKERS’ COMPENSATION
SUPPORTS ITS SIMILARITY TO PIP COVERAGE**

Finally, WSAJF critiques State Farm’s discussion of how this Court has found MMI consistent with “necessary” medical expenses in other no-fault contexts, including workers’ compensation. WSAJF argues that workers’ compensation is an “inapt comparison” because the purposes behind “regulating medical services provided to injured workers” “wholly differ[]” from those underlying PIP coverage. (WSAJF Brief, p. 17). WSAJF’s discussion, however, only highlights the similarities between Washington’s statutory no-fault workers’ compensation scheme and statutory no-fault PIP coverage.

WSAJF asserts that Washington’s workers’ compensation scheme provides workers with “a swift, no-fault compensation system for injuries on the job.” (WSAJF Brief, p. 18). PIP coverage similarly provides prompt no-fault compensation for the immediate costs of an automobile accident. *Sherry*, supra, 160 Wn.2d at 624 fn. 8.

WSAJF asserts that the workers’ compensation system “ensures the worker receives speedy relief, while granting employers immunity from the full extent of liability under the civil justice system.” (WSAJF Brief, p. 18). PIP coverage similarly provides prompt relief for medical expenses incurred, without respect to the extent of damages the insured

could recover against a tortfeasor under the civil justice system. *Sherry*, supra, 160 Wn.2d at 624 fn. 8.

WSAJF acknowledges that “establishing MMI terminates the responsibility of the self-insured employer or Department to provide ongoing medical expenses” under the statutory scheme that requires payment of “necessary” medical expenses. (WSAJF Brief, p. 19); RCW 51.36.010(2). State Farm’s policy similarly provides that PIP benefits do not apply to services not essential to achieving MMI under the statutory PIP scheme that provides for payment of “necessary” medical expenses. RCW 48.22.005(7).

WSAJF asserts that, once an injured worker reaches MMI, they may be entitled to additional benefits to compensate them for their permanent disability (but not for additional medical expenses). (WSAJF Brief, p. 19) (citing, inter alia, WAC 296-20-19000). PIP claimants may similarly be eligible for additional benefits to compensate them for their injuries, before or after reaching MMI. Plaintiff, for example, received \$55,000 in third party and UIM benefit payments, on top of the \$20,916 in PIP benefits State Farm paid on his claim. (Dkt. 39-1, pp. 70, 76; Dkt. 39-2, pp. 31-32).

Overlooking these similarities, WSAJF urges that the Court should instead find PIP coverage analogous to UIM coverage, a proposition this

Court has repeatedly rejected. *Sherry*, 150 Wn.2d at 624 (discussing the “different purposes of fault based insurance and coverages that are not based on fault” and explaining that “[u]nlike UIM, PIP benefits are not fault based”); *Hamm v. State Farm Mut. Auto. Ins. Co.*, 151 Wn.2d 303, 308, 88 P.3d 395 (2004) (characterizing UIM and PIP coverages as “separate and distinct”). WSAJF also offers no logical explanation for its argument that MMI should not be a proper standard for “necessary” medical expenses under PIP coverage (where other sources of recovery may exist for additional, long-term medical expenses incurred by an insured after an MMI finding), while at the same time recognizing that MMI *is* a proper standard for “necessary” medical expenses under Washington’s workers’ compensation scheme, where an injured worker has no other means of recovery.

V. CONCLUSION

For all of the reasons discussed above, and in State Farm’s other briefing, State Farm respectfully requests that the Court reject WSAJF’s arguments and answer both certified questions in favor of State Farm.

DATED this 26th day of February, 2018

SHEPPARD MULLIN RICHTER & HAMPTON LLP

/s/ Frank Falzetta

Frank Falzetta, Cal Bar No. 125146
Jennifer M. Hoffman, Cal Bar. No. 240600
333 South Hope Street, 43rd Floor
Los Angeles, California 90071-1448
ffalzetta@sheppardmullin.com
jhoffman@sheppardmullin.com
Telephone: 213-620-1780

Attorneys admitted *pro hac vice* for Defendant / Respondent
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
LEWIS BRISBOIS BISGAARD & SMITH LLP

/s/ Gregory S. Worden

Gregory S. Worden, WA Bar No. 24262
1111 Third Ave., Suite 2700
Seattle, Washington 98101
Phone: 206-436-2020
Facsimile: 206-436-2030
Email: gregory.worden@lewisbrisbois.com
Attorneys for Defendant / Respondent

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

CERTIFICATE OF SERVICE

I certify that on the 26th day of February, 2017, I caused a true and correct copy of the foregoing document to be served on the following in the manner indicated below:

Tyler Firkins
David Nauheim
Van Siclen Stocks & Firkins
721 45th St. NE
Auburn, WA 98002-1303
E-mail:
tfirkins@vansiclen.com
diana@vansiclen.com

via E-Service

David Nauheim
Nauheim Law Office
2920 Colby Ave., Suite 102
Everett, WA 98201
E-mail:
davidnauheim@gmail.com

By: 
Vicki Milbrad

LEWIS BRISBOIS BISGAARD & SMITH LLP

February 26, 2018 - 3:26 PM

Transmittal Information

Filed with Court: Supreme Court
Appellate Court Case Number: 94771-6
Appellate Court Case Title: Brett Durant v. State Farm Mutual Automobile Insurance Company

The following documents have been uploaded:

- 947716_Briefs_20180226152320SC659008_2842.pdf
This File Contains:
Briefs - Answer to Amicus Curiae
The Original File Name was Def State Farms Answer to Brief of Amicus Curiae Washington State Assoc for Justice Foundation.pdf

A copy of the uploaded files will be sent to:

- jhoffman@sheppardmullin.com
- Julie.Feser@atg.wa.gov
- Tom@ThomasAdkins-law.com
- bonitaf@richter-wimberley.com
- danhuntington@richter-wimberley.com
- davidnauheim@gmail.com
- ddworsky@sheppardmullin.com
- diana@vansiclen.com
- ffalzetta@sheppardmullin.com
- laura.young@lewisbrisbois.com
- martad@atg.wa.gov
- tfirkins@vansiclen.com
- valeriemcomie@gmail.com

Comments:

Defendant State Farm's Answer to Brief of Amicus Curiae Washington State Association for Justice Foundation.

Sender Name: Vicki Milbrad - Email: vicki.milbrad@lewisbrisbois.com

Filing on Behalf of: Gregory S. Worden - Email: Gregory.Worden@lewisbrisbois.com (Alternate Email: vicki.milbrad@lewisbrisbois.com)

Address:
1111 Third Ave.
Suite 2700
Seattle, WA, 98101
Phone: (206) 436-2020 EXT 7417

Note: The Filing Id is 20180226152320SC659008