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NO. 96185-9

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**SUPREME COURT OF THE STATE OF WASHINGTON**

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LAZURI DANIELS,  
individually and on behalf of all those similarly situated,

Petitioner,

v.

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Respondent.

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**AMICUS CURIAE BRIEF OF WASHINGTON STATE  
INSURANCE COMMISSIONER MIKE KREIDLER**

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ROBERT W. FERGUSON  
Attorney General

MARTA DELEON  
Assistant Attorney General  
WSBA No. 35779  
1125 Washington Street SE  
PO Box 40100  
Olympia, WA 98501-0100  
(360) 753-3168

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## **I. INTRODUCTION**

Insurance companies have a statutory duty of good faith and fair dealing to their insureds. This defining requirement in Washington State insurance law governs insurance rules, insurance contracts, and should also direct how the Court considers and applies judicial doctrines.

WAC 284-30-393 requires that insurers include deductibles in their recovery efforts and fully compensate their insureds' deductible amounts first, unless the insured is at fault. State Farm cannot contractually avoid this responsibility. Further, the duty of good faith and fair dealing should guide Washington's "made whole" doctrine to apply irrespective of who seeks recovery from a third party and deductibles. Insurance carriers should not be allowed to receive reimbursement for risks they are paid to assume, at the expense of their policyholders' ability to recover their entire loss.

## **II. IDENTITY AND INTEREST OF AMICUS**

Mike Kreidler, Insurance Commissioner for the State of Washington, is the head of the Office of the Insurance Commissioner (OIC). He is charged with regulating insurance in this state and enforcing the provisions of the Insurance Code, RCW Title 48, and administrative regulations adopted thereunder. This includes the enforcement of rules defining unfair or deceptive trade practices in the context of the subrogation of claims by insurers. As such, the Commissioner has a unique interest in

ensuring that the rules he adopts are interpreted in a manner that is consistent with his intent. Further, he has an interest in ensuring that the proper rules of interpretation are applied to insurance contracts. Finally, the Commissioner has an interest in encouraging the adoption and application of judicial doctrines that provide protection for consumers.

### **III. SCOPE OF AMICUS BRIEF**

This brief addresses the appropriate interpretation of State Farm's contract language in light of the proper interpretation and application of WAC 284-30-393, specifically what is "applicable" fault under this rule, and State Farm's duty of good faith and fair dealing. The Commissioner urges this Court to overturn the lower court's decision and *Averill v. Farmers Insurance Co. of Washington*, 155 Wn. App. 106, 116-17, 229 P.3d 830 (2010), and rule that the "made whole" doctrine applies to insureds' deductibles and to recoveries made by carriers.

### **IV. ISSUES**

1. Under WAC 284-30-393, are carriers who recover funds from third parties prohibited from interpreting their contracts in a way that allows the carrier to withhold payment of a portion of the insured's deductible when the carrier has failed to determine that the insured is partially at fault?

2. Does the available State Farm policy language require that State Farm pay the insureds full deductible with the first dollars recovered from a third party under a subrogation claim?

3. Should the common-law “made whole” doctrine apply regardless of who recovers from a third party?

## V. FACTS RELEVANT TO AMICUS<sup>1</sup>

### A. State Farm’s Policy

Ms. Lazuri Daniels purchased a collision auto insurance policy from State Farm. Clerk’s Papers (CP) 2. Generally, collision auto insurance pays for damages to a covered automobile when it is involved in a collision with another automobile, regardless of fault. Ms. Daniels’ policy with State Farm included a \$500 deductible for any collision claims paid. CP 2. Ms. Daniels was in a collision with two other vehicles. CP 2. State Farm paid Ms. Daniels the total value of her collision related losses, minus her deductible. CP 2. Nothing in the record indicates that State Farm determined that Ms. Daniels was at fault for any portion of the accident.

Ms. Daniels’ policy included a mandatory subrogation clause that provided in part, “If *we* are obligated under this policy to make payments to

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<sup>1</sup> As this case is a review of a motion to dismiss, facts alleged in the Complaint are presumed true for purposes of this brief. However, important facts, including any definitions that may be included in the insurance contract, may be absent from the record.

or for a party who has a legal right to collect from another, then the right of recovery of such a party passes to us.” CP 3, 80 (emphasis in the original). However, in exchange for that right of subrogation, State Farm also promised its insureds, “Our right to recover our payments applies only after the *insured* has been fully compensated for the *bodily injury, property damage, or loss*.” CP 3 (emphasis in the original).

After paying Ms. Daniels’ claim, State Farm sought recovery from the carriers for the other vehicles involved in the accident. CP 2. The first carrier determined that its own insured was 70% at fault, and paid 70% of the total loss incurred by Ms. Daniels. CP 2. Out of that recovery, State Farm paid Ms. Daniels 70% of her deductible, or \$350, and retained the remainder of that recovery. CP 2. In its reply brief to the trial court, State Farm alleged that it had recovered the remaining 30% of the total loss, and had paid Ms. Daniels the remainder of her deductible. CP 65. However, there does not appear to be evidence of this payment in the record.

Ms. Daniels filed this suit alleging breach of contract, bad faith, and conversion. CP 5-6. The trial court granted State Farm’s motion to dismiss. CP 74-74. The Court of Appeals affirmed. *Daniels v. State Farm Mut. Auto. Ins. Co.*, 4 Wn. App. 2d 268, 278, 421 P.3d 996, 1001 (2018).

**B. The Commissioner's Consumer Protection Authority**

The Legislature has granted the Commissioner the authority to define “methods of competition and other acts and practices in the conduct of such business reasonably found by the Commissioner to be unfair or deceptive.” RCW 48.30.010(2). In 2003, the Commissioner addressed subrogation of claims and deductibles in two rules. Former WAC 284-30-3904 provided that an insured could request that his or her carrier seek recovery of the insured's deductible when it pursued subrogation of its claim against third parties. Wash. St. Reg. 03-14-092. Former WAC 284-30-3905 allowed carriers to reduce payment of those recovered deductibles on a “proportionate basis”. Wash. St. Reg. 03-14-092. In 2009, the Commissioner repealed these rules and adopted a new rule requiring that carriers always provide payment of the insured's full deductible from third party recoveries. Wash. St. Reg. 09-11-129. This was consistent with the Commissioner's understanding of the “made whole” doctrine. *See Averill*, 155 Wn. App. at 116-17.

In 2010, the Court of Appeals ruled that carriers have no obligation to seek recovery of a policyholder's deductible because the “made whole” doctrine does not apply in the context of subrogation. *Averill*, 155 Wn. App. at 118. The *Averill* court further indicated that the Commissioner's interpretation of *Thiringer v. American Motors Ins. Co.*, 91 Wn.2d 215, 220,

588 P.2d 191 (1978), was incorrect. When this Court declined to review *Averill*, the Commissioner, at the request of the industry, amended WAC 284-30-393 to allow carriers to reduce deductible payments made to insureds, by “applicable comparable fault.” CP 33.

## VI. ARGUMENT

The business of insurance affects the public interest, requiring that carriers act in good faith. RCW 48.01.030. This duty goes beyond simply being honest. It includes “a responsibility to give “equal consideration” to the insured’s interests.” *St. Paul Fire and Marine Ins. Co. v. Onvia, Inc.*, 165 Wn.2d 122, 129, 196 P.3d 664, (2008) (quoting *Tank v. State Farm Fire & Cas. Co.*, 105 Wn.2d 381, 385-86, 715 P.2d 1133 (1986)). This duty affects every part of the insurance relationship. For this reason, insurance rules should be read to ensure carriers consider equally the interests of their insureds, the language in insurance contracts should not be interpreted in a way that advances a carrier’s interest over that of their insured, and legal doctrines affecting insurance should be considered in light of this principle.

**A. WAC 284-30-393 requires full payment of all deductibles unless the carrier has determined and communicated applicable fault.**

Insurance statutes and rules are deemed part of the contract, and contracts must be interpreted consistent with the requirements of the Insurance Code and rules adopted under the Insurance Code.

RCW 48.18.510. Here, the Court of Appeals and State Farm have misunderstood and misapplied WAC 284-30-393, and therefore misinterpreted State Farm's contractual obligations.

As a general matter, a court accords substantial weight to an agency's interpretation of statutes that the agency administers. *Pub. Util. Dist. No. 1 of Pend Oreille Cty. v. Dep't of Ecology*, 146 Wn.2d 778, 790, 51 P.3d 744 (2002). This is especially true when the agency has expertise in a certain subject area. *Port of Seattle v. Pollution Control Hearings Bd.*, 151 Wn.2d 568, 593-94, 90 P.3d 659 (2004).

WAC 284-30-393 provides that an insurer "must include the insured's deductible, if any, in its subrogation demands. Any recoveries must be allocated first to the insured for any deductible(s) incurred in the loss, less applicable comparable fault." This rule establishes a default that carriers are in fact required to pursue recovery of their insured's deductibles. State Farm's contract must be interpreted as though this rule is in fact a part of the contract. RCW 48.18.510. State Farm's claim that it has no contractual obligation to recover Ms. Daniels' deductible is therefore incorrect. *See* State Farm's Answer to Petition for Review at 5.

The exception in this rule, allowing proportional recovery of deductibles, is only triggered when there is "applicable comparable fault." WAC 284-30-393. Contrary to State Farm's claims, in adopting this rule,

the Commissioner clarified that the right to withhold a portion of the deductible is only permitted, “when the policyholder is partially at fault.” CP 36 (Concise Explanatory Statement). In other words, the fault must belong to the insured in order to be “applicable.”

In this case, there is no indication that Ms. Daniels was in fact at fault. State Farm’s counsel, in its reply brief to the Superior Court, alleged that State Farm recovered the remaining value of her claim following arbitration and Ms. Daniels has in fact been paid 100% of her deductible. CP 65. This suggests that State Farm determined that Ms. Daniels bore none of the fault in her accident. However, State Farm also argued that Ms. Daniels’ suit must be dismissed because she failed to allege that she was not at fault in her complaint. CP 65. State Farm misunderstands its obligation under WAC 284-30-393. The carrier, not the insured, has the burden of demonstrating that fault is applicable in the first place, and that only the insured’s comparable fault is applied to the recovery. Implicit in that obligation is the obligation to inform the insured before the carrier takes any action that has the potential to prejudice the rights of the insured.

This interpretation is consistent with the various requirements imposed on carriers to investigate claims promptly, and to provide clear communications to their insureds when payments and settlements of claims are made. *See* WAC 284-30-370 (investigation of a claim to be completed

within 30 days); WAC 284-30-330(6) (obligation to promptly settle claims when liability is reasonably clear); WAC 284-30-330(9) (explanation of the coverage basis required with payments); WAC 284-30-330(13) (prompt explanation required for claim denial or compromise settlement).

Both State Farm and the Court of Appeals appear to believe WAC 284-30-393 was satisfied when GEICO determined its insured was 70% at fault. *Daniels*, 4 Wn. App. 2d at 276, CP 24. However, they fail to understand that it is State Farm's insured that must be at fault to justify a reduction in that insured's deductible recovery. On remand, State Farm may establish that they found Ms. Daniels partially at fault. But nothing in the current record supports that finding. Therefore, State Farm cannot rely on WAC 284-30-393 as condoning their failure to provide 100% of Ms. Daniels' premiums out of the first dollars recovered in subrogation.

**B. The Language Of State Farm's Contract Requires Full Payment Of Deductibles Before State Farm Is Entitled To Keep Any Funds Recovered From A Third Party.**

Additional specific principles govern the interpretation of insurance contracts. A contract of insurance should be given a fair and reasonable interpretation from the perspective of the average person purchasing insurance. *Panorama Village Condo. Owners Ass'n Bd. of Dir. v. Allstate Ins. Co.*, 144 Wn.2d 130, 137, 26 P.3d 910 (2001) (citations omitted). In addition, "[t]he insurance contract must be viewed in its entirety; a phrase

cannot be interpreted in isolation.” *Allstate Ins. Co. v. Peasley*, 131 Wn.2d 420, 424, 932 P.2d 1244 (1997). Where ambiguity remains, insurance contracts must be interpreted in the light most favorable to the insured. *Panorama*, 144 Wn.2d at 137. Unfortunately, the court below failed to follow any of these principles.

**1. The plain language of the contract requires full payment of the insured’s financial detriment first.**

The first question is what a reasonable consumer would understand the terms of the contract to be. The only contractual provisions provided by either party is a portion of the contract involving subrogation and recovery by State Farm:

Underinsured Motor Vehicle Property Damage Coverage  
and Physical Damage Coverage

- c. If *we* are obligated under this policy to make payments to or for a party who has a legal right to collect from another, then the right of recovery of such a party passes to **us**...

Our right to recover our payments applies only after the *insured* has been fully compensated for the ***bodily injury, property damage, or loss.***

CP 80.

When looking for the plain meaning of undefined terms in a contract, the court appropriately refers to dictionaries of general application. *Tingey v. Haisch*, 159 Wn.2d 652, 658 , 152 P.3d 1020 (2007). The term “loss” in the insurance context is defined as: “the amount of an insured’s

financial detriment due to the occurrence of a stipulated contingent event (as death, injury, destruction, or damage) in such a manner as to charge the insurer with a liability under the policy.” *Webster’s Third New International Dictionary* 1338 (2002). Here, a “loss” is the detriment to the policyholder, not the insurance carrier. Similarly, Black’s Law Dictionary provides that “loss” is “the amount of financial detriment caused by an insured person’s death or an insured property’s damage, for which the insurer becomes liable.” *Black’s Law Dictionary* 1087 (10th ed. 2014).

Both of these definitions allude to the fact that to be a “loss” in the insurance context, some liability on the part of the carrier is required. However, neither *define* loss as the carrier’s liability. While an insured may not be entitled to payment from the carrier for their total loss, due to policy limits or deductibles, a reasonable consumer would understand the term “loss” to be their total financial detriment, not merely the total their carrier paid. In the absence of any contrary provision in statute or contract, the proper interpretation of the term “loss” is the insured’s total financial detriment.

State Farm’s contract limits its right to keep any recovery made against a third party until after the insured has been “fully compensated” for the insured’s loss. Looking again to Black’s Law Dictionary, “compensate” is defined as “1. pay (3). 2. To make an amendatory payment to; to

recompense (for an injury)”. *Black’s Law Dictionary* 342 (10th ed. 2014). In other words, the plain meaning of this phrase is that State Farm is not entitled to keep any recovery made against a third party until after its insured has been fully paid for their entire financial detriment.

This is consistent with how this Court has defined the phrase “fully compensated” in the insurance context. In *Sherry v. Financial Indemnity Co.*, this Court determined that “insureds are not fully compensated until they have recovered all of their damages as a result of a motor vehicle accident.” *Sherry v. Financial Indem. Co.*, 160 Wn.2d 611, 621, 160 P.3d 31 (2007), citing *Thiringer*, 91 Wn.2d at 219, 588 P.2d 191; *Hamm v. State Farm Mu. Auto. Ins. Co.*, 151 Wn.2d 303, 309, 88 P.3d 395 (2004); *Safeco Ins. Co. v. Woodley*, 150 Wn.2d 765, 770, 82 P.3d 660 (2004); *Winters v. State Farm Mut. Auto. Ins. Co.*, 144 Wn.2d 869, 876, 31 P.3d 164 (2001); and *Mahler v. Szucs*, 135 Wn.2d 398, 407, 957 P.2d 632 (1998). State Farm takes exception to the application of *Sherry* in the context of contract interpretation. But they offered no contract provision, dictionary definition, or other case defining the phrase “fully compensated” any other way.

The Court of Appeals and State Farm do argue that “fully compensated” can only mean the loss minus the deductible, otherwise the deductible clause would be meaningless. *Daniels*, 4 Wn. App. 2d at 274-75. However, the contract language does not support this interpretation. First,

the recovery clause makes no reference to deductibles. CP 80. Second, the contract provides that “the right of recovery” passes to State Farm upon any payment, but the “right to recover” those payments is limited until *after* the insured is fully compensated. CP 80. Neither State Farm, nor the court below offer any basis for finding that these similar but distinct phrases have identical meanings. The better interpretation of the plain meaning of these phrases is that as soon as State Farm has made a payment, it has the right to *pursue* recovery from a third party, whatever that recovery may be. However, the right to keep any funds recovered from a third party “applies only after the insured has been fully compensated for the . . . *loss*.” CP 80.

Further, State Farm, not Ms. Daniels, chose the language in this contract. So to the extent an interpretation is required, that interpretation must be made in favor of Ms. Daniels. State Farm plainly based their right to seek recovery on “our payments” to the insured. CP 80. It could have based its right to retain recovery on the insured receiving “our payments.” Instead, State Farm chose to base its right to keep any recovery on the insured first being “fully compensated” for their entire loss.

**2. Viewed in its entirety, the contract requires full payment of the insured’s loss, not full payment of State Farm’s liability.**

The subrogation and recovery provision cannot be read only in the context of Ms. Daniels’ collision coverage. By its plain terms, the

requirement for “full compensation” applies to bodily injury, property damage, and loss claims. CP 80. These types of damages include underinsured motorist (UIM) claims and personal injury protection (PIP). *See* CP 80. Therefore, this recovery provision must be interpreted in a manner that is permitted for those types of coverage as well.

This Court in *Sherry* determined that to be “fully compensated” under PIP coverage, the policyholder must recover their entire damages before a carrier is entitled to any offset of recovered funds. *Sherry*, 160 Wn.2d at 625. In *Sherry*, the insured was 70% at fault, but still entitled to recover \$42,938.38 from the uninsured driver. *Id.* at 615. After she was paid \$14,600 under PIP, her carrier sought to reduce its total payment under UIM coverage by the amount it had paid under PIP. *Id.* This Court rejected the carrier’s proposed offset, determining that “insureds are not fully compensated until they have recovered all of their damages as a result of a motor vehicle accident.” *Id.* at 621.

State Farm insists that the Court’s discussion in *Sherry* is inapposite because *Sherry* involved the intersection of UIM and PIP claims. But the relevant contract provision also applies to other property damages and personal injuries, including claims brought under UIM and PIP. In the PIP and UIM coverage context, *Sherry* prohibits reading the term “full compensation” to be only the amount State Farm is obligated to pay. There

is no basis in the record to interpret this recovery clause differently for different types of insurance or damages.

**3. State Farm's contract must be interpreted in favor of the insured and in good faith.**

In addition to the principles of insurance contract construction, this contract must be construed in light of State Farm's obligation to give "equal consideration" to the insured's interests." *St. Paul*, 165 Wn.2d at 129-30 (citations omitted). But State Farm's interpretation of "fully compensated" prioritizes its own interests above its insureds.

State Farm and the Court of Appeals argue that Ms. Daniels' interpretation of "fully compensated" would entitle at fault insureds to recover more than they could against a tortfeasor directly. But this is an irrelevant comparison. PIP and collision coverage are no fault insurance. Insureds pay premiums to ensure that even if they are at fault, the majority of their damages are covered, regardless of what they can collect from third parties. The relevant question is not what percentage of the loss the insured can recover, but what percentage of the uninsured loss (such as deductibles, or amounts that exceed policy limits) the insured can recover from a third party directly. That is the amount State Farm should not be allowed to reduce through questionable contractual interpretations.

The *Averill* court acknowledged that had Averill pursued her claim against the tortfeasor directly, she would have been entitled to receive full

payment of her deductible before any obligation to reimburse Farmer's arose, even though the insured was 50% at fault. *Averill*, 155 Wn. App. at 113. Therefore, even under *Averill*, an insured who is directly able to recover from a third party is entitled to retain the full amount of their deductible before reimbursing any funds to their carrier. But State Farm's interpretation does not allow its policyholders to retain the right to receive full payment of their deductibles.

First, State Farm's contract demands the right of subrogation as a result of *any* qualifying payment to the insured. This allows State Farm to always seek the entire amount the insured would be entitled to recover from a third party. CP 80. State Farm claims that insureds are not barred from seeking additional recovery from third parties. But the actual contract language transfers the insured's right to seek recovery to State Farm. CP 80. If State Farm's interpretation of "fully compensated" is layered over their subrogation rights, State Farm would always be entitled to reclaim all of their payments to their insureds before their insured can reclaim any recovery from a third party. This is particularly problematic in the context of UIM coverage, where low policy limits can be selected by insureds, and third parties are less likely to have sufficient assets to cover the insured's full loss. State Farm's interpretation creates the very real possibility that State Farm will recover its own payments to the insured, and a portion of

the amount an insured would otherwise be entitled to recover, leaving the insured in a worse place than it would be without subrogation. Because State Farm has a statutory duty to consider its policyholder's interests as equal to its own, State Farm's contract should not be interpreted in a manner that would allow State Farm to prioritize its own recovery from third parties over its insureds right of recovery.

**C. The "Made Whole" doctrine should apply in the subrogation context.**

Judge Becker, in her dissent, clearly laid out a sound legal basis for why the *Averill* case should be overturned. *Daniels*, 4 Wn. App. 2d at 278-302. This brief will not reiterate her excellent reasoning. But the duty of good faith, and how it interacts with the "made whole" doctrine was not addressed in the dissent or the briefing. The "made whole" doctrine should be applied to ensure that carriers give equal consideration to their premium paying insureds, regardless of who seeks recovery, and before a carrier is entitled to retain any third party recoveries that reduce the risks carriers have contractually agreed to assume. Consistent with the duty of good faith, the "made whole" doctrine cannot be applied in a way that allows carriers to put their insureds in a worse position than they would be if they pursued their claims directly. For these reasons, this Court should overrule *Averill*

and its progeny, and should allow the “made whole” doctrine to be applied to any third party recovery and to an insured’s deductible.

The core purpose and public policy protected in the “made whole” doctrine is “the adequate indemnification of innocent automobile accident victims.” *Thiringer* 91 Wn.2d at 220. A guiding limitation on this doctrine is that “a party suffering compensable injury is entitled to be made whole but should not be allowed to duplicate his recovery.” *Id.* However, this Court has noted that “double recovery, a prerequisite for the insurer’s offset rights, cannot occur unless an insured has first been fully compensated for the loss.” *Sherry*, 160 Wn.2d at 621-22.

In *Averill*, the court determined that the “made whole” doctrine can only be applied when the insured pursues recovery against third parties, and the insured is entitled to subrogation. *Averill*, 155 Wn. App. at 118. The *Averill* court presumes that because cases squarely addressing the “made whole” doctrine involve circumstances where the insured sought recovery directly, any other circumstances are excluded from this doctrine. However, this Court has imposed no such limitation. After reviewing several key cases discussing subrogation rights, this Court noted the following:

These cases are consistent with the general view that subrogation creates in the insurer, by contract or equity, a right to be reimbursed. The enforcement of the interest, whether by a type of lien against the subrogor/insured’s recovery from a tortfeasor or by an action by the

subrogee/insurer in the name of the insured against the tortfeasor, is governed by the general public policy of *full compensation of the insured*, tempered by the principle that the insured and/or a tortfeasor may not knowingly prejudice the right of the insurer to be reimbursed.

*Mahler v. Szucs*, 135 Wn.2d at 417-18 (emphasis added). The *Averill* court offers no principle for applying the “made whole” doctrine based on who (the carrier or the insured) is seeking recovery from a third party.

The *Averill* court further confounds the goals and purposes of the “made whole” doctrine by confusing the purpose and function of deductibles, and ignoring the duty of good faith. Deductibles do represent an amount of risk that insureds agree to retain, rather than transfer to their carriers. However, deductibles have no relationship whatsoever to the amount of recovery insureds are entitled to from third parties, with whom they have no contractual deductible agreement. In the context of recovery from a third party, insureds are entitled to recover 100% of the amounts the third party is deemed liable for. The right carriers assume under a subrogation clause is the insured’s right to his or her full recovery, not merely the amount of insurance payments that have already been received.

The *Averill* court acknowledged that had *Averill* pursued her claim against the tortfeasor directly, she would have been entitled to receive full payment of her deductible before any obligation to reimburse Farmer’s arose, even though she was determined to be 50% at fault. *Averill*, 155 Wn.

App. at 113. Because of *Averill*, if a carrier contractually demands the right to subrogation, they are also contractually demanding their insureds release any entitlement to recovery of their entire deductible. This allows carriers to recover more than they could if their insured pursued claims directly and at the expense of their insureds. This places the interests of the carrier ahead of the interest of their insureds, in violation of the duty of good faith and fair dealing. For this reason, the *Averill* court's interpretation and application of the "made whole" doctrine should be reversed.

## VII. CONCLUSION

The Court of Appeals' interpretation and application of the Commissioner's rule, interpretation of State Farm's contractual language, and application of the "made whole" doctrine are all contrary to the duty of good faith and fair dealing, and for this reason, should be reversed.

RESPECTFULLY SUBMITTED this 21<sup>st</sup> day of March, 2019.

ROBERT W. FERGUSON  
Attorney General

  
MARTA DELEON, WSBA #35779  
Assistant Attorney General  
Attorneys for the Insurance Commissioner

NO. 96185-9

**SUPREME COURT  
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CERTIFICATE OF  
SERVICE

I declare under penalty of perjury under the laws of the state of Washington that on March 22, 2019, I served a true and correct copy of the *Motion for Leave to File Amicus Curiae Brief of the Washington State Insurance Commissioner Mike Kreidler and Amicus Curiae Brief* by e-mail

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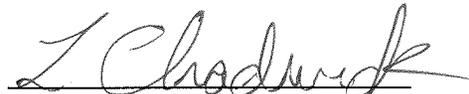
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Joseph D. Hampton, WSBA No. 15297  
Kathryn N. Boling, WSBA No. 39776  
701 Pike Street, Suite 1400  
Seattle, WA 98101-3927  
jhampton@bpmlaw.com  
kboling@bpmlaw.com

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, CA 90071-1448  
ffalzetta@sheppardmullin.com  
jhoffman@sheppardmullin.com

DATED this 22nd day of March, 2019, at Olympia, Washington.

  
LAURA YAEL CHADWICK  
Legal Assistant

**AGO/GCE**

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