

The Honorable Marsha J. Pechman

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

FAYSAL A. JAMA, on behalf of himself and  
all others similarly situated,  
  
Plaintiff,  
  
v.  
  
STATE FARM FIRE AND CASUALTY  
COMPANY,  
  
Defendant.

Case No. 2:20-cv-00652-MJP

**DEFENDANT’S ANSWER AND  
AFFIRMATIVE DEFENSES**

Defendant State Farm Fire and Casualty Company (“State Farm”) answers Plaintiff’s  
Complaint for Breach of Contract, Violation of Washington Consumer Protection Act, Bad  
Faith, Declaratory Relief, and Injunctive Relief (“Complaint”), and admits, denies, and avers as  
follows:

Regarding Plaintiff’s first unnumbered paragraph, State Farm admits that Plaintiff  
purports to bring his action “on behalf of himself and all other similarly situated persons.” State  
Farm is without information sufficient to form a belief as to the truth of, and on that basis denies,  
the remaining allegations in Plaintiff’s first unnumbered paragraph.

**I. OVERVIEW OF THE ACTION.<sup>1</sup>**

1.1. State Farm admits that Plaintiff purports to bring this lawsuit based on “State Farm’s wrongful system of improperly valuing class members’ vehicles.” State Farm denies any “wrongful” or “improper” conduct. State Farm denies any remaining allegations.

1.2. State Farm admits that Plaintiff purports to bring this action on behalf of a putative class to “seek redress and damages.” State Farm denies that Plaintiff or any putative class member is entitled to any of the relief requested in the Complaint. State Farm denies any remaining allegations.

1.3. State Farm admits that “Plaintiff and the putative Class” purport to seek declaratory relief. State Farm denies that Plaintiff or any putative class member is entitled to any of the relief requested in the Complaint. State Farm denies any remaining allegations.

1.4. State Farm admits that “Plaintiff and the putative Class” purport to seek injunctive relief. However, the Court dismissed Plaintiff’s cause of action for injunctive relief. (Order on Motions to Dismiss, Dkt. No. 29, at 16.) Accordingly, no response is required. To the extent a response is required, State Farm denies that Plaintiff or any putative class member is entitled to any of the relief requested in the Complaint. State Farm denies any remaining allegations.

1.5. State Farm admits that “Plaintiff and a class of similarly situated persons” purport to bring this action for damages and injunctive relief. However, the Court dismissed Plaintiff’s cause of action for injunctive relief. (Order on Motions to Dismiss, Dkt. No. 29, at 16.) State Farm denies that the putative class consists of “similarly situated persons.” State Farm denies that Plaintiff or any putative class member is entitled to any of the relief requested in the Complaint. State Farm denies any remaining allegations.

1.6. State Farm denies the allegations in Paragraph 1.6.

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<sup>1</sup> State Farm mimics the Complaint’s headings for ease of reference. To the extent the Complaint’s headings contain factual allegations, State Farm denies them.



1 insurance policies in the State of Washington. State Farm admits, on information and belief, that  
2 the automobile accident referenced in Paragraph 5.15 of the Complaint occurred in King County.  
3 Paragraph 3.2 also contains a legal conclusion to which no response is required. To the extent a  
4 response is required, State Farm denies the allegations. State Farm denies the remaining  
5 allegations, if any.

6 3.3. Paragraph 3.3 contains a legal conclusion to which no response is required. To the  
7 extent a response is required, State Farm denies the allegations.

#### 8 IV. CLASS ACTION ALLEGATIONS.

9 4.1. State Farm admits that Plaintiff purports to bring this action as a class action.  
10 State Farm denies that the putative class consists of “similarly situated Class members.” State  
11 Farm denies that Plaintiff’s action can be properly certified as a class action. State Farm further  
12 denies that Plaintiff can satisfy the requirements of numerosity, commonality, typicality,  
13 adequacy, predominance, and superiority. Regarding Plaintiff’s allegation that he brings this  
14 action “pursuant to CR 23 of the Washington Civil Rules,” State Farm notes that it removed this  
15 action to the District Court for the Western District of Washington.

16 4.2. State Farm admits that Plaintiff purports to bring this action as a class action.  
17 State Farm denies that the putative class is properly defined. State Farm denies that Plaintiff’s  
18 action can be properly certified as a class action. State Farm further denies that Plaintiff can  
19 satisfy the requirements of numerosity, commonality, typicality, adequacy, predominance, and  
20 superiority. State Farm denies any remaining allegations.

21 4.3. State Farm denies the allegations in Paragraph 4.3. State Farm denies that the  
22 putative class is properly defined. State Farm denies that Plaintiff’s action can be properly  
23 certified as a class action. State Farm further denies that Plaintiff can satisfy the requirements of  
24 numerosity, commonality, typicality, adequacy, predominance, and superiority.

25 4.4. State Farm denies the allegations in Paragraph 4.4. State Farm denies that the  
26 putative class is properly defined. State Farm denies that Plaintiff’s action can be properly

certified as a class action. State Farm further denies that Plaintiff can satisfy the requirements of numerosity, commonality, typicality, adequacy, predominance, and superiority.

4.5. State Farm denies the allegations in Paragraph 4.5. State Farm denies that the putative class is properly defined. State Farm denies that Plaintiff's action can be properly certified as a class action. State Farm further denies that Plaintiff can satisfy the requirements of numerosity, commonality, typicality, adequacy, predominance, and superiority.

4.6. State Farm is without information sufficient to form a belief as to the truth of, and on that basis denies, the allegations in Paragraph 4.6.

4.7. State Farm denies the allegations in Paragraph 4.7. State Farm denies that the putative class is properly defined. State Farm denies that Plaintiff's action can be properly certified as a class action. State Farm further denies that Plaintiff can satisfy the requirements of numerosity, commonality, typicality, adequacy, predominance, and superiority.

4.8. State Farm denies the allegations in Paragraph 4.8. State Farm denies that Plaintiff or "the Class" are entitled to any relief.

## V. FACTUAL ALLEGATIONS.

5.1. State Farm admits that it advertises and sells automobile insurance policies in the State of Washington.

5.2. Paragraph 5.2 references written documents that speak for themselves. State Farm denies any allegation in Paragraph 5.2 that contradicts, or is not 100% consistent with, those documents. State Farm denies any remaining allegations.

5.3. State Farm denies the allegations in Paragraph 5.3 to the extent that they wrongly imply that State Farm deems a vehicle to be a total loss contrary to any applicable laws and regulations. Rather, State Farm deems a vehicle to be a total loss in accordance with all applicable laws and regulations.

1           5.4. Paragraph 5.4 references written documents that speak for themselves. State Farm  
2 denies any allegation in Paragraph 5.4 that contradicts, or is not 100% consistent with, those  
3 documents.

4           5.5. Paragraph 5.5 contains a legal conclusion to which no response is required.  
5 Paragraph 5.5 also references statutory provisions that speak for themselves. State Farm denies  
6 any allegation in Paragraph 5.5 that contradicts, or is not 100% consistent with, those statutory  
7 provisions.

8           5.6. Paragraph 5.6 contains a legal conclusion to which no response is required.  
9 Paragraph 5.6 also references legal principles that speak for themselves. State Farm denies any  
10 allegation in Paragraph 5.6 that contradicts, or is not 100% consistent with, those legal  
11 principles.

12           5.7. State Farm denies the allegations in Paragraph 5.7 to the extent that they wrongly  
13 imply that State Farm uses only vehicle valuation sources to determine actual cash value for all  
14 total-loss vehicles. To the contrary, State Farm handles total-loss claims in light of the unique  
15 facts and circumstances of each insured's claim, and to determine actual cash value of total-loss  
16 vehicles, State Farm considers information from many sources, including information obtained  
17 by claims adjusters, information provided by insureds, vehicle valuation services, and other  
18 sources. State Farm is without information sufficient to form a belief as to the truth of, and on  
19 that basis denies, the remaining allegations. State Farm denies any remaining allegations.

20           5.8. State Farm denies the allegations in Paragraph 5.8 to the extent that they wrongly  
21 imply that State Farm uses only vehicle valuation sources to determine actual cash value for all  
22 total-loss vehicles. To the contrary, State Farm handles total-loss claims in light of the unique  
23 facts and circumstances of each insured's claim, and to determine actual cash value of total-loss  
24 vehicles, State Farm considers information from many sources, including information obtained  
25 by claims adjusters, information provided by insureds, vehicle valuation services, and other  
26

1 sources. State Farm admits that, for some states, it obtains vehicle valuation services in the form  
2 of Autosource Market-Driven Valuation reports. State Farm denies any remaining allegations.

3 5.9. Paragraph 5.9 references written documents that speak for themselves. State Farm  
4 denies any allegation in Paragraph 5.9 that contradicts, or is not 100% consistent with, those  
5 documents. State Farm denies any remaining allegations.

6 5.10. Paragraph 5.10 references written documents that speak for themselves. State  
7 Farm denies any allegation in Paragraph 5.10 that contradicts, or is not 100% consistent with,  
8 those documents. State Farm denies any remaining allegations.

9 5.11. State Farm is without information sufficient to form a belief as to the truth of, and  
10 on that basis denies, the allegations regarding what an otherwise unidentified group of “many  
11 policyholders” think or do. State Farm denies any remaining allegations.

12 5.12. State Farm is without information sufficient to form a belief as to the truth of, and  
13 on that basis denies, the allegations regarding what an otherwise unidentified group of “many  
14 policyholders” think or do. Paragraph 5.12 also references written documents that speak for  
15 themselves. State Farm denies any allegation in Paragraph 5.12 that contradicts, or is not 100%  
16 consistent with, those documents. State Farm denies any remaining allegations.

17 5.13. Paragraph 5.13 contains legal argument to which no response is required. To the  
18 extent the allegations require a response, State Farm denies the allegations. State Farm denies  
19 any remaining allegations.

20 Facts of Plaintiff’s Policy Claim

21 5.14. State Farm admits that Plaintiff had an automobile insurance policy with State  
22 Farm, under which a 2009 Honda Civic is listed.

23 5.15. State Farm admits that a 2009 Honda Civic listed on Plaintiff’s insurance policy  
24 was damaged in an automobile accident on or around May 25, 2019, that a claim was made  
25 under his insurance policy with State Farm, and that the vehicle was determined to be a total  
26 loss.

1           5.16. State Farm admits that a 2009 Honda Civic listed on Plaintiff's insurance policy  
2 was damaged in an automobile accident on or around May 25, 2019, that a claim was made  
3 under his insurance policy with State Farm, and that the vehicle was determined to be a total  
4 loss.

5           5.17. State Farm admits that a 2009 Honda Civic listed on Plaintiff's insurance policy  
6 was damaged in an automobile accident on or around May 25, 2019, that a claim was made  
7 under his insurance policy with State Farm, and that the vehicle was determined to be a total  
8 loss.

9           5.18. State Farm admits that it assigned a claim number to Plaintiff's total-loss claim,  
10 and that State Farm claim adjusters handled Plaintiff's total-loss claim.

11           5.19. State Farm admits that a 2009 Honda Civic listed on Plaintiff's insurance policy  
12 was damaged in an automobile accident on or around May 25, 2019, that a claim was made  
13 under his insurance policy with State Farm, and that the vehicle was determined to be a total  
14 loss. State Farm admits that it sent Plaintiff a letter, dated June 14, 2019, regarding the settlement  
15 of Plaintiff's total-loss claim. Because that letter is a written document that speaks for itself,  
16 State Farm denies any allegation in Paragraph 5.19 that contradicts, or is not 100% consistent  
17 with, that document. State Farm is without information sufficient to form a belief as to the truth  
18 of, and on that basis denies, the remaining allegations.

19           5.20. State Farm admits that it sent Plaintiff a letter, dated June 14, 2019, regarding the  
20 settlement of Plaintiff's total-loss claim. Because that letter is a written document that speaks for  
21 itself, State Farm denies any allegation in Paragraph 5.20 that contradicts, or is not 100%  
22 consistent with, that document. State Farm denies any remaining allegations.

23           5.21. State Farm admits that it sent Plaintiff a letter, dated June 14, 2019, regarding the  
24 settlement of Plaintiff's total-loss claim. Because that letter is a written document that speaks for  
25 itself, State Farm denies any allegation in Paragraph 5.21 that contradicts, or is not 100%  
26 consistent with, that document. State Farm admits that, in addition to the letter, it also provided



1 the underlying support for the actual cash value estimate. State Farm denies any remaining  
2 allegations.

3 5.22. Paragraph 5.22 references a written document that speaks for itself. State Farm  
4 denies any allegation in Paragraph 5.22 that contradicts, or is not 100% consistent with, that  
5 document. State Farm denies any remaining allegations.

6 5.23. Paragraph 5.23 references a written document that speaks for itself. State Farm  
7 denies any allegation in Paragraph 5.23 that contradicts, or is not 100% consistent with, that  
8 document. State Farm denies any remaining allegations.

9 5.24. Paragraph 5.24 references a written document that speaks for itself. State Farm  
10 denies any allegation in Paragraph 5.24 that contradicts, or is not 100% consistent with, that  
11 document. State Farm denies any remaining allegations.

12 5.25. Paragraph 5.25 references a written document that speaks for itself. State Farm  
13 denies any allegation in Paragraph 5.25 that contradicts, or is not 100% consistent with, that  
14 document. State Farm denies any remaining allegations.

15 5.26. To the extent that Paragraph 5.26 references a written document that speaks for  
16 itself, State Farm denies any allegation in Paragraph 5.26 that contradicts, or is not 100%  
17 consistent with, that document. State Farm denies any remaining allegations.

18 5.27. Paragraph 5.27 references a written document that speaks for itself. State Farm  
19 denies any allegation in Paragraph 5.27 that contradicts, or is not 100% consistent with, that  
20 document. State Farm denies any remaining allegations.

21 5.28. State Farm denies the allegations in Paragraph 5.28.

22 5.29. State Farm admits that Plaintiff purports to make a contention. State Farm denies  
23 the allegations in Paragraph 5.29. State Farm is without information sufficient to form a belief as  
24 to the truth of, and on that basis denies, the allegations in footnote 2. State Farm denies any  
25 remaining allegations.  
26



1           6.5.     State Farm denies that Plaintiff performed his “material duties as provided in [his]  
2 polic[y].” State Farm is without information sufficient to form a belief as to the truth of, and on  
3 that basis denies, the allegations regarding “other Class Members.”

4           6.6.     Paragraph 6.6 references written documents that speak for themselves. State Farm  
5 denies any allegation in Paragraph 6.6 that contradicts, or is not 100% consistent with, those  
6 documents. State Farm denies any remaining allegations.

7           6.7.     State Farm denies the allegations in Paragraph 6.7, including all sub-parts.

8           6.8.     State Farm denies the allegations in Paragraph 6.8.

9           6.9.     State Farm denies the allegations in Paragraph 6.9.

10          6.10.    State Farm denies the allegations in Paragraph 6.10. State Farm denies that  
11 Plaintiff or “other Class members” are entitled to any relief.

12                   **COUNT TWO – VIOLATION OF WAC 284-30-391**

13          6.11.    Paragraph 6.11 references statutory provisions that speak for themselves. State  
14 Farm denies any allegation in Paragraph 6.11 that contradicts, or is not 100% consistent with,  
15 those statutory provisions. State Farm denies any remaining allegations.

16          6.12.    State Farm denies the allegations in Paragraph 6.12.

17          6.13.    State Farm denies the allegations in Paragraph 6.13. State Farm denies that  
18 Plaintiff or the “Class” are entitled to any relief.

19                   **COUNT THREE – COMMON LAW BAD FAITH**

20          6.14.    State Farm denies the allegations in Paragraph 6.14.

21          6.15.    State Farm denies the allegations in Paragraph 6.15.

22          6.16.    State Farm denies the allegations in Paragraph 6.16.

23          6.17.    State Farm denies the allegations in Paragraph 6.17. State Farm denies that  
24 Plaintiff or the “Class” are entitled to any relief.

**COUNT FOUR – BREACH OF THE IMPLIED COVENANT OF  
GOOD FAITH AND FAIR DEALING**

6.18. State Farm denies the allegations in Paragraph 6.18.

6.19. State Farm denies the allegations in Paragraph 6.19.

6.20. State Farm denies the allegations in Paragraph 6.20. State Farm denies that Plaintiff or the “Class” are entitled to any relief.

**COUNT FIVE – VIOLATION OF THE WASHINGTON  
CONSUMER PROTECTION ACT**

6.21. The Court dismissed this cause of action “because the regulation provides no private right of action.” (Order on Motions to Dismiss, Dkt. No. 29, at 16.) Accordingly, no response is required. To the extent a response is required, State Farm denies the allegations.

6.22. The Court dismissed this cause of action “because the regulation provides no private right of action.” (Order on Motions to Dismiss, Dkt. No. 29, at 16.) Accordingly, no response is required. To the extent a response is required, State Farm denies the allegations.

6.23. The Court dismissed this cause of action “because the regulation provides no private right of action.” (Order on Motions to Dismiss, Dkt. No. 29, at 16.) Accordingly, no response is required. To the extent a response is required, State Farm denies the allegations.

6.24. The Court dismissed this cause of action “because the regulation provides no private right of action.” (Order on Motions to Dismiss, Dkt. No. 29, at 16.) Accordingly, no response is required. To the extent a response is required, State Farm denies the allegations.

6.25. The Court dismissed this cause of action “because the regulation provides no private right of action.” (Order on Motions to Dismiss, Dkt. No. 29, at 16.) Accordingly, no response is required. To the extent a response is required, State Farm denies the allegations. State Farm denies that Plaintiff or the “Class” are entitled to any relief.

**COUNT SIX – DECLARATORY AND INJUNCTIVE RELIEF**

6.26. The Court dismissed Plaintiff's cause of action for injunctive relief. (Order on Motions to Dismiss, Dkt. No. 29, at 16.) Accordingly, no response is required. To the extent a response is required (or the allegation concerns Plaintiff's cause of action for declaratory relief), State Farm denies the allegations to the extent that they wrongly imply that Plaintiff was not paid the actual cash value of his total-loss vehicle. State Farm denies any remaining allegations.

6.27. The Court dismissed Plaintiff's cause of action for injunctive relief. (Order on Motions to Dismiss, Dkt. No. 29, at 16.) Accordingly, no response is required. To the extent a response is required (or the allegation concerns Plaintiff's cause of action for declaratory relief), State Farm denies the allegations.

6.28. The Court dismissed Plaintiff's cause of action for injunctive relief. (Order on Motions to Dismiss, Dkt. No. 29, at 16.) Accordingly, no response is required. State Farm also notes that Paragraph 6.28 contains legal conclusions to which no response is required. To the extent a response is required, State Farm denies the allegations.

6.29. The Court dismissed Plaintiff's cause of action for injunctive relief. (Order on Motions to Dismiss, Dkt. No. 29, at 16.) Accordingly, no response is required. To the extent a response is required (or the allegation concerns Plaintiff's cause of action for declaratory relief), State Farm denies the allegations. State Farm denies that Plaintiff or the "Class" are entitled to any relief.

**VII. JURY DEMAND.**

7.1. State Farm admits that Plaintiff purports to "demand[]" a jury trial of all issues triable by right by jury."

**VIII. PRAYER FOR RELIEF.**

8.1. State Farm denies that the putative class is properly defined. State Farm denies that Plaintiff's action can be properly certified as a class action. State Farm further denies that Plaintiffs can satisfy the requirements of numerosity, commonality, typicality, adequacy,

1 predominance, and superiority. State Farm denies that Plaintiff or “members of the Class” are  
2 entitled to any relief.

3 8.2. State Farm denies that Plaintiff or “members of the Class” are entitled to any  
4 relief.

5 8.3. State Farm denies that Plaintiff or “members of the Class” are entitled to any  
6 relief.

7 8.4. State Farm denies that Plaintiff or “members of the Class” are entitled to any  
8 relief.

9 8.5. State Farm denies that Plaintiff or “members of the Class” are entitled to any  
10 relief.

11 8.6. State Farm denies that Plaintiff or “members of the Class” are entitled to any  
12 relief.

13 8.7. State Farm denies that Plaintiff or “members of the Class” are entitled to any  
14 relief.

15 8.8. State Farm denies that Plaintiff or “members of the Class” are entitled to any  
16 relief.

17 8.9. State Farm denies that Plaintiff or “members of the Class” are entitled to any  
18 relief.

19 8.10. State Farm denies that Plaintiff or “members of the Class” are entitled to any  
20 relief.

21 **GENERAL DENIAL**

22 Each and every allegation not expressly admitted is denied.

23 **AFFIRMATIVE DEFENSES**

24 State Farm designates all of its denials of material allegations, and all of its averments of  
25 material facts, as defenses to the extent necessary to provide a complete defense. The following  
26

1 defenses are set forth for the purpose of providing Plaintiff notice of those defenses State Farm  
2 may assert against their claims for relief.

3 1. State Farm denies all allegations not expressly admitted and, to the extent not  
4 specified below, reserves all affirmative or other defenses that it may have against the putative  
5 class.

6 2. Plaintiff's Complaint fails to state claims upon which relief can be granted.

7 3. Plaintiff's Complaint does not satisfy the requirements of Rule 23 of the Federal  
8 Rules of Civil Procedure or any class-action procedural mechanism.

9 4. Plaintiff's claims, and the claims of members of the putative class, may be barred,  
10 in whole or in part, by the terms, provisions, conditions, definitions, limitations, and exclusions  
11 in their insurance policies.

12 5. Plaintiff's claims, and the claims of members of the putative class, may be barred,  
13 in whole or in part, by their failure to comply with requirements of their insurance policies, or  
14 other prerequisites for bringing suit in their insurance policies.

15 6. Plaintiff's claims, and the claims of members of the putative class, may be barred,  
16 in whole or in part, because they breached their insurance policies.

17 7. Plaintiff's claims, and the claims of members of the putative class, may be barred,  
18 in whole or in part, by their failure to comply with one or more conditions precedent to recovery  
19 of the benefits or remedies they seek in connection with the subject matter of their claims, on  
20 account of their conduct in connection with the subject matter of their claims.

21 8. State Farm acted at all times alleged in the Complaint in compliance with the  
22 insurance policies and with Washington law, and in good faith.

23 9. Plaintiff and members of the putative class have not suffered any injury in fact.

24 10. Plaintiff and members of the putative class have not suffered any actual damage  
25 or loss.  
26

1           11. Plaintiff and members of the putative class have failed to mitigate their damages,  
2 if any.

3           12. Plaintiff's alleged damages, and the alleged damages of members of the putative  
4 class, may be subject to an offset of any and all amounts recovered by Plaintiff or any member of  
5 the putative class through any claims or lawsuits for which they seek recovery from State Farm.

6           13. To the extent that any part of the Complaint may be construed as alleging or  
7 seeking recovery of punitive or exemplary damages, the Complaint fails to state a claim for  
8 punitive or exemplary damages.

9           14. State Farm's actions have not caused Plaintiff or any member of the putative class  
10 any damages, loss, or injury.

11           15. Any damages sustained by Plaintiff or any member of the putative class were  
12 proximately caused and occasioned by the actions and omissions of Plaintiff or putative class  
13 members or others, and these acts and omissions were the sole causes of Plaintiff's or any  
14 putative class member's alleged damages. Accordingly, State Farm pleads independent,  
15 intervening, or superseding acts and omissions of Plaintiffs and others as a complete bar to this  
16 action.

17           16. Plaintiff's claims, and the claims of members of the putative class, may be barred,  
18 in whole or in part, by applicable statutes of limitations or repose and/or the time limitation on  
19 suit in the insurance policy.

20           17. Plaintiff's claims, and the claims of members of the putative class, may be barred,  
21 in whole or in part, by the defenses of estoppel, laches, and waiver.

22           18. Plaintiff's claims, and the claims of members of the putative class, may be barred,  
23 in whole or in part, by the doctrine of unclean hands.

24           19. Plaintiff's claims, and the claims of members of the putative class, may be barred,  
25 in whole or in part, by a valid accord and satisfaction, compromise, or other settlement, including  
26 an offer and acceptance of complete relief, reached with State Farm.



**BETTS PATTERSON & MINES, P.S.**  
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1 Dated: November 30, 2020

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