

Press and Outreach Update: June 1, 2026

Press
<ul style="list-style-type: none">▪ Draft State Plan, Serving Self-Represented Litigants in Washington State, The Equity and Access Program, Administrative Office of the Courts, February 2026.
LLLT Statistics (May 28, 2026)
<ul style="list-style-type: none">▪ Active LLLTs: 67▪ Emeritus Pro Bono: 1▪ Inactive LLLTs: 13▪ Suspended LLLTs: 4▪ Voluntarily resigned: 10
Upcoming Meetings/Events
<ul style="list-style-type: none">▪ September 14, 2026, 1:00 p.m. – 4:00 p.m. Remote Meeting



Bridget Tomlinson Schuster
WSBA #41081
Active Attorney
Congressional District: 7N

Applied Committee: Limited License Legal Technician Board

Application Reason: I am the Member Services Director at the King County Bar Association. Two years ago, it was brought to my attention that LLLTs were not being admitted as members of the KCBA. We reviewed the bylaws and determined that, because LLLTs are licensed by WSBA, they fell within our requirements for membership. We opened up membership to LLLTs for our 2024-25 membership year and continue to permit them to join.

During the process of making this change, I learned quite a bit about the LLLT program and the sudden decision to sunset it. I am frustrated that years of work to launch the program have been discarded. I believe the program should be brought back and touted to other states as an example of how state bar associations can increase access to justice and lessen legal deserts. Indeed, I have heard Washington mentioned at several conferences as the "first to implement para-professionals" despite the sunset. We should be trailblazing and expanding, not contracting, this first-of-its-kind program.

I hope to join this Board to learn more and to potentially consider the future expansion of the LLLT program. I believe my experience and unusual perspective as a local bar association leader would provide needed insight on the Board.

Thank you,
Bridget Schuster
WSBA #41081

History of Committee Service:

Editorial Advisory Committee: 10/1/2016 - 9/30/2018

Employer: King County Bar Association

Number of Lawyers: No response

Areas of Practice: No response

Years of Practice: No response

Years of Membership: 17

Learned of Service From: Email from WSBA

BRIDGET T. SCHUSTER

* (206) 406-6323 * WSBA License #41081

WORK EXPERIENCE

King County Bar Association

Seattle, WA

- ❖ Member Services Director

Jan. 2023 – Present

Dynamic leader charged with engaging members, non-member attorneys, judges, law students, and other stakeholders to increase enthusiasm and interest in KCBA programs. Supervise eight staff and six programs. Manage program budgets of \$1.8 million and report to Board of Trustees on progress of strategic goals. Plan and run two large fundraising events per year, totaling 700 to 1,000 guests and \$300K in money raised. Innovate new programming to increase membership and revenue. Participate as member of Management Team for initial Collective Bargaining Agreement negotiations with Union.

Williams Kastner & Gibbs, PLLC

Seattle, WA

- ❖ Of Counsel Attorney
- ❖ Senior Associate

Sept. 2018 – Dec. 2022

Feb. 2014 – July 2015

Senior attorney managing complex commercial litigation; superior ability to summarize arguments succinctly for page-limited and time-sensitive briefing. Conducted discovery and deposed sophisticated experts in environmental, insurance coverage, and other complex matters. Successful first chair in intellectual property and partnership dissolution arbitration. Chairperson of firm's Hiring Committee and active member of Diversity Committee. Drafted 2020 diversity hiring plan. Founder of first affinity group, "Women of WK" (2020).

Bridget T. Schuster Law, PLLC

Seattle, WA

- ❖ Owner/Attorney

Sept. 2015 – Sept. 2018

Named Super Lawyers® Rising Star 2016, 2017, and 2018. Represented clients on a variety of matters, including insurance disputes, contract claims, misappropriation of intellectual property, employment, and administrative appeals. Conducted discovery, filings, court appearances. Managed client communications, billing, and marketing.

Betts, Patterson & Mines, P.S.

Seattle, WA

- ❖ Associate Attorney
- ❖ Summer Associate

Feb. 2010 – Feb. 2014

June 2006 – Aug. 2006

Supported senior attorneys in estate planning and probate cases. Assisted in creation of documents related to business transactions including mergers, dissolutions, partnerships, and creation of limited liability corporations. Developed expertise in insurance coverage analysis, including review of complex contracts, analysis of insurance records, and crafting of coverage opinions for insurance company clients. Joined insurance coverage litigation team, prepared questions for depositions, gathered discovery responses, and assisted in trial preparation.

Washington State Court of Appeals Division II

Tacoma, WA

- ❖ Judicial Clerk/Staff Attorney

Aug. 2008 – Oct. 2009

Drafted detailed pre-hearing memoranda on cases assigned to Chief Judge Marywave Van Deren. Reviewed lengthy trial transcripts and case files, analyzed party briefing, and conducted detailed research for variety of criminal and civil cases. Drafted final opinions after determination by panel of judges; checked citations for accuracy.

EDUCATION

The Catholic University of America, Columbus School of Law

Washington, DC

Juris Doctor

May 2008

George Washington University, Elliott School of International Affairs
Master of Arts, International Affairs

Washington, DC
May 2004

Boston University, College of Arts and Sciences
Bachelor of Arts, East Asian Studies

Boston, MA
May 1998

RELEVANT SKILLS

- **Human Resources:** Job description development; recruitment; blind resume review; interviewing; supervision of staff; emotional intelligence; active listening; creation of professional development plans; annual reviews; performance assessment; team building; retreat planning; collective bargaining agreement drafting/negotiating.
- **Project Management:** Strategic planning; data analysis; event planning; budgeting; program staffing; creation of standard operating procedures (SOPs); invoicing; accounts receivable; post-event review and documentation.
- **Program Development:** CLE ideation and development; creation of member programs; strategic futuring; overhaul of faltering programs to rebuild trust and institute safeguards for future success.
- **Other:** DEI in the Workplace (Certificate, UW Foster School, 2022); strategic planning; legal drafting; persuasive writing; complex research; Microsoft Office suite of programs; public speaking; marketing; copy editing; data analysis; communication; networking; mission driven planning; big picture thinking.

VOLUNTEER WORK & PUBLICATIONS

VOLUNTEER POSITIONS: American Bar Association Standing Committee on Lawyer Referral & Information Services (Committee Member 2024-Present); Association for Continuing Legal Education Local/Specialty Bar Special Interest Group (Co-Chair 2024-Present); Cardozo Society Judicial Evaluation Committee (Committee Member 2018-Present); Northwest Immigrant Rights Project (Pro Bono Attorney 2014-18); WSBA Editorial Advisory Committee (Committee Member 2016-18); Northwest Girlchoir Board of Directors (Board Member 2013- 18) (Secretary 2015-16); Program for Early Parenting Support (Volunteer Group Leader 2015-17); Phinney Ridge Community Council (Councilperson 2010-12); Northwest Insurance Coverage Association (Chairperson 2013-14, Secretary 2014-15); CUA Law Review (Executive Board Member 2007-08; Editorial Staff 2006-07).

PUBLICATIONS: American Bar Association Natural Resources & Environment Magazine, “As the World Turns: Global Efforts Toward Circular Economy” (Summer 2022, Vol. 37 No. 1); NW Lawyer Magazine, “Balancing Babies and Billables—What Gives?” (Oct. 2017, with Megan C. Clark); King County Bar Association Bar Bulletin, “Three Books Times Three” (Jan. 2016); American Bar Association TIPS Tort Source Newsletter, “Coverage Counsel Beware: From Washington to Florida, Attorney-Client Privilege and Work Product Doctrine Vary Widely” (Fall 2015); King County Bar Association Bar Bulletin, “BookMark(eting): Connecting Through Literature” (Jan. 2015); Catholic University Law Review, “Statutes of Limitations in Rails-to-Trails Act Compensation Claims: The U.S. Court of Appeals for the Federal Circuit Bends the Rules of Takings Law” (56 Cath. U. L. Rev. 1307 (2007)).

The Honorable Sonya L. Langsdorf
Date of Motion: July 17, 2013, 8:30 a.m.
Nature of Motion: Summary Judgment

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF CLARK

BOB BETTEN and JUNE BETTEN,

Plaintiffs,

vs.

STATE FARM FIRE AND CASUALTY
COMPANY,

Defendant.

NO. 346798-4

DEFENDANT STATE FARM'S
MOTION FOR SUMMARY
JUDGMENT

CLERK'S ACTION REQUIRED

I. INTRODUCTION

Defendant State Farm Fire and Casualty Company ("State Farm") asks the Court to grant summary judgment against Plaintiffs Bob and June Betten ("Plaintiffs"). Plaintiffs claim that State Farm breached its insurance contract with Plaintiffs and violated the Washington Consumer Protection Act ("CPA") when it refused coverage for alleged damage to their real property caused by a frozen pipe. But Plaintiffs do not dispute that the alleged damage occurred on or after December 7, 2009, and cannot dispute that the policy with State Farm was cancelled as of 12:01 a.m. on December 7, 2009. There was no policy in effect when the alleged damaged occurred.

Further, Plaintiffs never provided State Farm with any evidence of damage. Therefore, even if the policy were in effect at the time of the loss, State Farm would have had a reasonable basis

STATE FARM'S MOTION FOR
SUMMARY JUDGMENT

609944.1/070313 1318/77540235

- 1 -

Betts
Patterson
Mines
One Convention Place
Suite 1400
701 Pike Street
Seattle, Washington 98101-3927
(206) 292-9988

1 upon which to deny coverage. Finally, the policy between Plaintiffs and State Farm contained a one-
2 year suit limitation clause — a contractual statute of limitations, so to speak. This clause required
3 Plaintiffs to bring any lawsuit against State Farm “within one year after the date of loss or damage.”
4 Plaintiffs failed to bring this lawsuit within one year of loss as required under this clause, and
5 therefore the breach of contract claim is untimely and barred.

6 There is no genuine issue as to the cancellation, the lack of evidence of damages, or the
7 timing of the lawsuit, and therefore State Farm is entitled to judgment as a matter of law. Plaintiffs’
8 complaint must be dismissed, and sanctions should be levied against Plaintiffs for bringing a
9 frivolous lawsuit against State Farm.

10 II. FACTS

11 A. Cancellation of Policy

12 This lawsuit arises out of an alleged pipe burst in the Bettens’ Vancouver, Washington
13 residence. Complaint, ¶ 4. At the time of the alleged burst, Plaintiffs were not living in the
14 residence, but had relocated to Indiana in March 2009. *Id.* ¶ 8. On December 7, 2009, Mr. Betten
15 called his State Farm insurance agent Ward Jewell’s office and spoke with office representative
16 Dana Snodgrass. (Declaration of Dana Snodgrass (“Snodgrass Decl.”), ¶ 4.) Mr. Betten instructed
17 Ms. Snodgrass to cancel his homeowners policy. (*Id.*) Ms. Snodgrass advised Mr. Betten not to
18 cancel the policy, but Mr. Betten insisted he did not need the policy. (*Id.*) Ms. Snodgrass advised
19 Mr. Betten that he would not have liability coverage with regard to any liability not related to his
20 automobile, and Mr. Betten again insisted that he did not want the policy. (*Id.*) Ms. Snodgrass
21 submitted the cancellation, then reported the cancellation to the agent Ward Jewell, per office policy.
22 (*Id.*, ¶¶ 4, 5; Declaration of Ward Jewell (“Jewell Decl.”), ¶ 4.) Mr. Jewell called Mr. Betten and
23 advised him not to cancel, but Mr. Betten told Mr. Jewell he did not want the policy. (Jewell Decl.,
24 ¶ 4.) On December 8, 2009, State Farm mailed an Acknowledgment of Cancellation letter to
25

1 Plaintiffs at their address in Indiana. (Declaration of Bridget T. Schuster (“Schuster Decl.”), ¶ 3,
2 **Exh A**) The letter listed the effective cancellation date and time as December 7, 2009, 12:01 a.m.
3 (*Id.*)

4 **B. Claim for Coverage—Burst Pipe/Water Damage**

5 On January 29, 2010, Mr. Betten called State Farm again, this time to make a claim for
6 damage to the Vancouver residence. (Jewell Decl., ¶ 6.) He alleged that a pipe had burst and that
7 there had been subsequent water damage. (Jewell Decl., ¶ 6.) Mr. Betten was unsure of the date of
8 loss, and had not seen the damage himself since he had not returned to the Vancouver residence
9 since leaving in March 2009. (Jewell Decl., ¶ 6, 8; Declaration of Al Carlson (“Carlson Decl.”),
10 ¶ 3.) State Farm investigated the weather in Vancouver to determine the earliest possible date of
11 loss, and discovered that the weather did not get cold enough for a pipe to burst until the night of
12 December 7, 2009.¹ (Jewell Decl., ¶ 6-7; Carlson Decl., ¶ 4.) State Farm informed Mr. Betten that
13 the policy was not in effect at the time of loss, and therefore coverage was denied. (Carlson Decl.,
14 ¶ 5; Schuster Decl., ¶ 4, **Exh. B.**) State Farm sent a letter to Plaintiffs on February 4, 2010,
15 confirming the denial of coverage. (*Id.*)

16 **C. Request for Documentation of Loss**

17 The claim file was closed in March 2010.² (Carlson Decl., ¶ 5.) Nearly 20 months later, on
18 November 2, 2011, Mr. Betten met with a State Farm insurance agent in Indiana to discuss a renter’s
19 policy. (Carlson Decl., ¶ 6.) At that meeting, Mr. Betten apparently expressed frustration regarding
20 the denial of this claim, and the Indiana agent called a Washington claim representative to inquire
21

22 ¹ In later correspondence to Plaintiffs, State Farm used a date of loss of December 9, 2009. (*See, e.g.*,
23 Schuster Decl., **Exhs. C, E, G.**) It is not clear at this early stage of litigation why the change was made, but
24 as discussed *infra* Section V.B.II, the date change is irrelevant. For purposes of this Motion only, State Farm
will concede that the date of loss was December 7, 2009.

25 ² The file was originally closed in February 2010, but Mr. Betten requested by letter that State Farm
reconsider its denial. State Farm management reviewed the file and determined that the denial would stand

1 about the possibility of reconsideration. (Carlson Decl., ¶ 6.) State Farm sent Plaintiffs a letter on
2 November 4, 2011 explaining that in order to reopen the claim file and review it for reconsideration,
3 Plaintiffs would need to provide State Farm with, among other things, photographs of the damage to
4 the property and repair estimates. (Schuster Decl., ¶ 7, **Exh. E.**) Plaintiffs never provided State
5 Farm with any photographs, repair estimates, or other documentation showing the alleged damage to
6 the property as required under the policy.³ (Carlson Decl., ¶ 7.)

7 The residence was foreclosed in June 2010, and the Bettens no longer own the home.
8 (Schuster Decl., ¶ 6, **Exh. D.**) Plaintiffs filed this lawsuit on December 6, 2012. Complaint.

9 **D. Insurance Policy**

10 State Farm provided homeowners' insurance for the residence from November 10, 2008 until
11 Mr. Betten cancelled the policy in December 2009. The policy stated, in part:

12 We agree to provide the insurance described in this policy:

- 13 1. based on your payment of premium for the coverages you chose;
- 14 2. **based on your compliance with all applicable provisions of this**
15 **policy;** and
- 16 3. in reliance on your statements in these **Declarations.**

17 (Schuster Decl., ¶ 10, **Exh. H**, FP-7955, at 1 (*italics added*).)⁴ The policy further stated:

18
19
20 because the policy had been cancelled by Mr. Betten prior to the loss. The file was re-closed on March 9,
21 2010. (Carlson Decl., ¶ 5.)

22 ³ In a November 13, 2011 letter to State Farm, Mr. Betten claimed that a man named Tom Palen had
23 taken photographs of the damage, but that he himself had never seen the photographs.³ (Schuster Decl., ¶ 8,
Exh. F.) He also claimed that someone named Michael Scott had prepared a bid of \$40,000 to repair the
24 damage. (*Id.*)

25 ⁴ “‘You’ and ‘your’ mean the ‘named insured’ shown in the Declarations. Your spouse is included if
a resident of your household. ‘We’, ‘us’ and ‘our’ mean the Company shown in the Declarations.” (Schuster
Decl., ¶ 10, **Exh. H**, FP-7955, at 1.) Bob and June Betten are the named insureds on the policy’s Declarations
Page. (Schuster Decl., ¶ 11, **Exh. I**)

STATE FARM’S MOTION FOR
SUMMARY JUDGMENT

609944.1/070313 1318/77540235

1 **A. Breach of Contract by Plaintiffs, Not Defendant**

2 To prevail on a breach of contract claim, Plaintiffs must show that “the contract imposes a
3 duty, the duty [was] breached, and the breach proximately cause[d] damage” to Plaintiffs.

4 *NW Indep. Forest Mfrs. v. Dept. of Labor & Inds.*, 78 Wn. App. 707, 712, 899 P.2d 6 (1995).

5 Plaintiffs cannot show that State Farm breached any duty under the terms of the policy when it
6 denied coverage. Therefore, Plaintiffs’ breach of contract claim must be dismissed.

7 **1. No contract in effect**

8 Plaintiffs claim in their Complaint that the “policy was in full force and effect” on
9 December 7. They state: “[D]efendant claims that plaintiffs cancelled their insurance on
10 December 7, 2009 but at no time did plaintiffs submit written notice of cancellation of said policy.”
11 Complaint ¶ 8. For purposes of this Motion, State Farm does not dispute that Plaintiffs never
12 submitted a written notice of cancellation. But the contract between Plaintiffs and State Farm did
13 not require written cancellation by the insured. It states that the insured “may” cancel in writing, but
14 also that State Farm “may waive the requirement that the notice be in writing by confirming the date
15 and time of cancellation to you in writing.” (Schuster Decl., ¶ 10, **Exh. H**, FP-7955, at 19.) State
16 Farm waived the requirement that Plaintiffs cancel in writing when it confirmed the cancellation on
17 December 8, 2009. (Schuster Decl., ¶ 3, **Exh. A**.) The policy was not in effect at the time of loss,
18 and State Farm had a reasonable basis to deny Plaintiffs’ claim. State Farm did not breach the
19 contract.

20 **2. Plaintiffs failed to fulfill their contractual obligations**

21 In addition, Plaintiffs cannot claim breach of contract because the policy expressly requires
22 that “[n]o action shall be brought unless there has been compliance with the policy provisions.”
23 (Schuster Decl., ¶ 10, **Exh. H**, FP-7955, at 14.) Plaintiffs failed to comply with the policy
24
25

1 provisions when they brought suit beyond the one-year suit limitation clause, and when they failed to
2 provide State Farm with the requested evidence of damage.

3 **a. Suit limitation clause**

4 Washington courts have determined that contractual suit limitations (essentially, contractual
5 statutes of limitations) are permitted, as long as such contractual limitation periods are no less than
6 one year. *Ashburn v. Safeco Ins. Co. of America*, 42 Wn. App. 692, 695 (1986) (“Washington courts
7 have upheld the validity of the 1-year limitation in insurance contracts.”).

8 Again, Plaintiffs’ policy with State Farm states the following:

9 **Suit Against Us.** No action shall be brought unless there has been compliance with
10 the policy provisions. The action must be started within one year after the date of
loss or damage.

11 (Schuster Decl., ¶ 10, **Exh. H**, FP-7955, at 14.) Under the terms of the contract, Plaintiffs had one
12 year from December 7, 2009 to bring their lawsuit against State Farm. Plaintiffs’ lawsuit was not
13 commenced until December 6, 2012, nearly three years after the date of loss. Complaint. Therefore,
14 Plaintiffs failed to bring their suit within the time period, in violation of the terms of the policy.
15 Their breach of contract claim is barred.

16 **b. No Proof of Loss**

17 Further, Plaintiffs never provided any evidence of their alleged loss. The policy requires
18 that, after a loss, the Plaintiffs must “provide [State Farm] with records and documents we request.”
19 (Schuster Decl., ¶ 10, **Exh. H**, FP-7955, at 13-14.) Plaintiffs were also required to provide a signed,
20 sword proof of loss, setting forth the “detailed estimates for repair of the damage.” (*Id.*)

21 State Farm repeatedly requested evidence of the alleged damage — such as photographs,
22 repair estimates or receipts — but Plaintiffs never provided any such documentation. (Carlson
23 Decl., ¶ 7.) Plaintiffs failed to fulfill their obligations under the policy, and State Farm had a
24
25

1 reasonable basis to deny coverage in that Plaintiffs never provided any evidence of damage to the
2 property.

3 **B. No Injury from Alleged CPA Violations**

4 Plaintiffs claim that State Farm violated the CPA by (1) “unilaterally determin[ing] that
5 plaintiffs had cancelled their policy”; and (2) changing the date of loss from December 7 to
6 December 9, 2009. Complaint, ¶ 14. To prevail on a CPA claim, Plaintiff must establish the
7 following five elements:

- 8 (1) unfair or deceptive act or practice;
- 9 (2) occurring in trade or commerce;
- 10 (3) public interest impact;
- 11 (4) injury to plaintiff in his or her business or property; and
- 12 (5) causation.

13 *Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co.*, 105 Wn.2d 778, 780, 719 P.2d 531
14 (1986). Plaintiffs’ CPA claim fails because Plaintiffs cannot show any unfair or deceptive act or
15 practice by State Farm with regard to the cancellation of Plaintiffs’ policy. Further, Plaintiffs cannot
16 show they suffered any injury due to the apparent change in date of loss since both dates fall after
17 the effective date of cancellation.

18 **1. Cancellation was fair, transparent, and in conformance with the Policy**

19 Plaintiffs claim that State Farm breached its “duty to act fairly and in good faith” because “no
20 proof of written cancellation of policy has been provided by defendant, even though plaintiffs’
21 attorney requested same, per letter dated October 16, 2012.” Complaint, ¶ 10. Plaintiffs’ counsel’s
22 October 16, 2012 letter to State Farm states, in part:

23 It is [Mr. Betten’s] position that, according to Washington law, written notice of
24 cancellation of an insurance policy must be given by the insured. In this regard, **if**
25 you have proof of written cancellation by my client please forward same to our office
forthwith.

1 (Schuster Decl., ¶ 12, **Exh. J**) (emphasis added). Plaintiffs claim that State Farm’s failure to respond
2 to the October 16, 2012 letter is a violation of WAC 284-30-330, WAC 284-30-360, and
3 RCW 48.18.300. Complaint, ¶ 10.

4 As stated above, RCW 48.18.300 states that “[c]ancellation by the insured of any policy
5 which by its terms is cancellable at the insured’s option . . . **may** be effected by written notice
6 thereof to the insurer.” (Emphasis added.) WAC 284-30-330 lists several “unfair or deceptive acts
7 or practices” with regard to insurance claims, including “[f]ailing to acknowledge and act reasonably
8 promptly upon communications with respect to claims arising under insurance policies.”⁵
9 WAC 284-30-330(2). WAC 284-30-360 requires that “[f]or all . . . pertinent communications from a
10 claimant *reasonably suggesting that a response is expected*, an appropriate reply must be provided
11 within ten working days.” WAC 284-30-360(3) (italics added).

12 The October 16 letter, quoted in part above, does not “reasonably suggest[] that a response is
13 expected.” WAC 284-30-360(3). The letter simply presents Mr. Betten’s position with regard to the
14 cancellation, then states that “if” State Farm has “proof of written cancellation” by Plaintiffs, State
15 Farm should forward such proof. (Schuster Decl., ¶ 12, **Exh. J**.) As stated above, the policy did not
16 require Plaintiffs to cancel in writing. State Farm’s alleged failure to provide a copy of Plaintiffs’
17 written notice of cancellation was not a breach of State Farm’s duty of good faith, since Plaintiffs
18 were not required to cancel in writing. Nothing in the RCWs or WACs required State Farm to
19 respond to the October 16, 2012 letter. State Farm did not violate the CPA.

20 **2. Plaintiffs suffered no damage related to the alleged CPA violations**

21 Plaintiffs also claim State Farm violated the CPA by “chang[ing] the date of loss from
22 December 7, 2009 to December 9, 2009, in letters written to plaintiffs.” Complaint, ¶ 14. They
23

24 ⁵ Plaintiffs do not identify which subsections of WAC 284-30-330 and 284-30-360 they believe are
25 pertinent; State Farm has surmised that Plaintiffs believe State Farm violated subsection (2) of -330 and
subsection (3) of -360.

1 claim that “the actions of the defendant in changing the date of loss, amount to misrepresentation of
2 the facts, in violation of WAC 284-30-330.” Complaint, ¶ 10. As stated above, WAC 284-30-330
3 lists several unfair or deceptive acts or practices. The list includes: “Misrepresenting pertinent facts
4 or insurance policy provisions.” WAC 284-30-330(1).

5 But first, Plaintiffs cannot show that the December 9, 2009 date of loss cited in certain letters
6 from State Farm was a misrepresentation of the facts, since Plaintiffs themselves have never been
7 certain of the date of loss. (Jewell Decl., ¶ 6; Carlson Decl., ¶ 3.). Indeed, Mr. Betten himself listed
8 the date of loss as December 9 in his November 13, 2011 letter to State Farm. (Schuster Decl., ¶ 8,
9 **Exh. F.**) And second, in order for Plaintiffs’ CPA claim to succeed, they must show that the alleged
10 unfair or deceptive act or practice — here, citing two different dates of loss, December 7 and
11 December 9 — caused “injury to plaintiff[s] in [their] business or property.” *Hangman Ridge*, 105
12 Wn.2d at 780.

13 It is indisputable that Plaintiffs’ cancellation of the policy was effective beginning 12:01 a.m.
14 on the morning of December 7, 2009. Therefore, even if State Farm adjusted the date of loss from
15 December 7 to December 9, the change in date is immaterial as to the denial of Plaintiffs’ claim
16 since both dates fall after the cancellation took effect. Plaintiffs cannot prove that State Farm’s
17 action caused them injury, and therefore their CPA claim fails.

18 **C. Sanctions Against Plaintiffs**

19 Finally, State Farm asks the Court to impose sanctions on Plaintiffs for bringing a frivolous
20 lawsuit. Pursuant to RCW 4.84.185, the Court “may, upon written findings by the judge that the
21 action . . . was frivolous and advanced without reasonable cause, require the nonprevailing party to
22 pay the prevailing party the reasonable expenses, including fees of attorneys, incurred in opposing
23 such action.”

1 In this case, State Farm provided Plaintiffs' counsel with several opportunities to withdraw
2 the lawsuit prior to bringing this Motion for Summary Judgment. On December 31, 2012, State
3 Farm sent a letter to Plaintiffs' counsel explaining the suit limitation clause and providing a copy of
4 the policy. (Schuster Decl., ¶ 13, **Exh. K.**) On March 22, 2013, State Farm sent a letter explaining
5 the suit limitation clause, the conditions of the cancellation, the lack of evidence regarding damage
6 to the property, and the lack of damages with regard to the change in date of loss. (Schuster Decl.,
7 ¶ 14, **Exh. L.**) On April 16, 2013, State Farm sent another letter to Plaintiffs' counsel, again
8 pointing out and highlighting the suit limitation clause. (Schuster Decl., ¶ 16, **Exh. N.**) State Farm
9 also sent a copy of the Acknowledgment of Cancellation which was sent to Plaintiffs on
10 December 8, 2009, (Schuster Decl., ¶ 13, **Exh. K.**; ¶ 14, **Exh. L.**) State Farm also included a
11 Stipulation and Order of Dismissal with the March 22, 2013 and April 16, 2013 letters, encouraging
12 Plaintiffs to withdraw the lawsuit. (Schuster Decl., ¶ 14, **Exh. L.**; ¶ 16, **Exh. N.**)

13 Nevertheless, Plaintiffs and Plaintiffs' counsel refused to sign a stipulation and dismissal, and
14 denied that the suit limitation clause existed in the policy. (Schuster Decl., ¶ 12, **Exh. J.**; ¶ 15,
15 **Exh. M.**; ¶ 17, **Exh. O.**) Plaintiffs' failure to recognize the frivolity of their lawsuit against State
16 Farm and their refusal to agree to a withdrawal once State Farm brought the frivolous nature of the
17 suit to Plaintiffs' attention forced State Farm to draft and file this Motion. Plaintiffs should therefore
18 be sanctioned and State Farm compensated for the time and effort in bringing this Motion, in an
19 amount to be determined at a later date.


20 VI. CONCLUSION

21 For all the foregoing reasons, State Farm asks the Court to dismiss all of Plaintiffs' claims,
22 since there are no genuine issues as to any material fact and State Farm is entitled to judgment as a
23 matter of law. Further, State Farm asks the Court to levy sanctions against Plaintiffs for bringing a
24 frivolous lawsuit.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

DATED this 3rd day of July, 2013.

BETTS, PATTERSON & MINES, P.S.

By 
Joseph D. Hampton, WSBA #15297
Bridget T. Schuster, WSBA #41081
Attorneys for State Farm Fire and Casualty
Company

STATE FARM'S MOTION FOR
SUMMARY JUDGMENT

609944.1/070313 1318/77540235

Betts
Patterson
Mines
One Convention Place
Suite 1400
701 Pike Street
Seattle, Washington 98101-3927
(206) 292-9988