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SNOHOMISH COUNTY CLERK
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SNOHOMISH

ALISSA COPELAND,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY, a
foreign insurer,

Defendant.

NO.: 09 2 04343 2

)
)
) COMPLAINT FOR VIOLATION OF
) THE INSURANCE FAIR CONDUCT
) ACT, BREACH OF GOOD FAITH
) DUTY, BREACH OF FIDUCIARY
) DUTY, BREACH OF CONSUMER
) PROTECTION ACT AND BREACH OF
) CONTRACT
)
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)

COMES NOW the Plaintiff, ALISSA COPELAND, by and through her attorney,
John M. Williams, of Williams Law Offices, PLLC, for claims against the Defendant
ALLSTATE INSURANCE COMPANY (hereinafter ALLSTATE) and alleges as follows:

GENERAL NATURE OF CASE

Plaintiff Alissa Copeland's 1998 Volkswagen Passat was insured by Defendant Allstate for
theft under her comprehensive coverage. On December 10, 2008, Plaintiff's vehicle was
stolen from her residence and was subsequently recovered with body and engine damage

COMPLAINT FOR VIOLATION OF
IFCA, GOOD FAITH DUTY, FIDUCIARY
DUTY, CPA AND CONTRACT - 1

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1 resulting in a total loss of the vehicle. Defendant Allstate has denied comprehensive
2 coverage and loss payments for the damage to Plaintiff's engine which occurred during the
3 theft of her vehicle. Defendant Allstate has wrongfully and unreasonably denied Plaintiff
4 comprehensive coverage and loss payments for her theft loss and has acted in bad faith.
5

6 I. PARTIES

7 1.1 Plaintiff COPELAND: That at all times relevant and material to this
8 complaint, ALISSA COPELAND was a resident of Everett, Snohomish County,
9 Washington.

10 1.2 Defendant ALLSTATE: That ALLSTATE INSURANCE COMPANY, a
11 foreign insurer, is a foreign corporation licensed to do business in the State of Washington
12 and does business in Snohomish County, Washington.
13

14 II. JURISDICTION AND VENUE

15 2.1 Jurisdiction and Venue in Snohomish County Superior Court is proper
16 pursuant to RCW 4.12.025 as ALLSTATE INSURANCE COMPANY transacts business,
17 has an office for transaction of business, and did transact business in Snohomish County,
18 Washington at the time of the causes of action alleged herein. Further, venue is proper in
19 RCW 4.12.025(1) and (3) as the causes of action complained of arose in Snohomish
20 County, Washington.
21

22 III. STATEMENT OF FACTS

23 3.1 On December 9, 2008, Plaintiff Alissa Copeland's 1998 Volkswagen Passat
24 was stolen from her residence in Everett, Washington.
25
26

1 3.2 Plaintiff's vehicle was recovered by the Washington State Patrol on
2 December 10, 2008 on Northbound I-5 at the 164th Street exit in Lynnwood, Washington.

3 3.3 Plaintiff's vehicle was not drivable when recovered because the engine was
4 severely damaged while in the possession of the suspects who stole her vehicle.
5

6 3.4 The damage to her engine resulted in a total loss of her vehicle.

7 3.5 Defendant ALLSTATE sold comprehensive coverage to Plaintiff
8 COPELAND, which was in full force and effect on December 9, 2008 under policy
9 number 9 07 213143 11/27.
10

11 3.6 Plaintiff promptly reported the theft of her vehicle to Defendant
12 ALLSTATE. A claim was opened under Claim Number 0125361212.

13 3.7 Defendant ALLSTATE subsequently denied comprehensive coverage for
14 the damage to the engine of her 1998 Volkswagen Passat.

15 3.8 Defendant ALLSTATE'S denial of comprehensive coverage was
16 unreasonable and motivated by its own financial interest.

17 3.9 Defendant ALLSTATE is unreasonably shifting the burden of loss to it's
18 insured, ALISSA COPELAND. Defendant ALLSTATE advertises that "You're in good
19 hands." Plaintiff COPELAND was not in "good hands" with Defendant ALLSTATE as
20 they advertise. This constitutes false information and advertising in violation of RCW
21 48.30.040.
22

23 3.10 Plaintiff ALISSA COPELAND complied with all duties, responsibilities
24 and requirements of her policy of insurance with Defendant ALLSTATE.
25
26

1 3.11 Plaintiff ALISSA COPELAND has fully complied with the 20 day notice
2 requirement pursuant to the Insurance Fair Claims Act.
3

4 **IV. VIOLATION OF THE INSURANCE FAIR CLAIMS ACT (IFCA)**

5 4.1 Defendant ALLSTATE'S actions are a violation of IFCA, codified as RCW
6 48.30.015. Defendant ALLSTATE has acted unreasonably and has violated other rules
7 including, but not limited to those contained in WAC 284-30-330 and WAC 284-30-380.

8 4.2 As a direct and proximate result of Defendant's conduct and actions,
9 Plaintiff ALISSA COPELAND suffered damages in an amount to be proven at the time of
10 trial.
11

12 **V. BREACH OF GOOD FAITH DUTY**

13 5.1 Defendant ALLSTATE'S actions are in violation of RCW 48.01.030,
14 RCW 48.30.010 and other statutes, regulations, common law and its duty of good faith and
15 fair dealing requiring that all its actions be actuated by good faith, to abstain from
16 deception, and practice honesty and equity in all matters related to the business of
17 insurance.
18

19 5.2 As a direct and proximate result of Defendant's conduct and actions,
20 Plaintiff ALISSA COPELAND suffered damages in an amount to be proven at trial.
21

22 **VI. BREACH OF FIDUCIARY DUTY**

23 6.1 Defendant ALLSTATE'S actions are in violation of the standards set forth
24 in WAC 284-30 et. seq., Unfair Claims Settlement Practices, as well as in violation of
25 other statutory laws and regulations specifically including, but not limited to WAC 284-30-
26 330 (6), (7) and (8).

1 6.2 Defendant's actions, as described herein, are in violation of its fiduciary or
2 quasi-fiduciary duties which have resulted in damages to Plaintiff ALISSA COPELAND
3 in an amount to be proven at trial.
4

5 **VII. BREACH OF THE CONSUMER PROTECTION ACT**

6 7.1 Defendant ALLSTATE'S actions are in violation of the Consumer
7 Protection Act (CPA), RCW 19.86., et seq.

8 7.2 Defendant ALLSTATE engaged in an unfair or deceptive act or practice in
9 trade or commerce that impacts the public interest, which causes injury to the party in his
10 business or property, and which injury is causally linked to the unfair or deceptive act. St.
11 Paul Fire & Marine Ins. Co. v. Onvia, Inc., 165 Wn.2d 122, 134, 196 P.3d 664 (2008).
12

13 7.3 Plaintiff alleges that Defendant ALLSTATE has a national policy to deny
14 coverage and unreasonably prolong the claims process, thereby making it as expensive,
15 long, and drawn out as possible.

16 7.4 Defendant ALLSTATE has violated other statutory obligations set forth in
17 this complaint to act in good faith in all insurance matters, which constitutes a per se
18 violation of the CPA.
19

20 7.5 Defendant's actions in violation of the CPA entitles Plaintiff to treble
21 damages, reasonable attorney fees, costs of suit, injunctive and other relief as permitted by
22 statute.
23

24 **VIII. BREACH OF CONTRACT**

25 8.1 Defendant ALLSTATE'S actions are in violation of the express or implied
26 terms and conditions of the insurance contract, including common law incorporated into

1 the insurance contract and/or the reasonable expectations of an insured, as to the terms and
2 conditions of the insurance policy.

3
4 8.2 Plaintiff's insurance policy with Defendant ALLSTATE states in pertinent
5 part:

6 "Auto Theft Insurance
7 Allstate will pay for loss to your insured auto or a non-owned auto caused by theft
8 larceny."

9 8.3 Defendant ALLSTATE has breached the insurance contract with Plaintiff
10 by failing to pay for the loss of Plaintiff's auto due to theft.

11 8.4 As a direct and proximate result of Defendant's breach of the terms and
12 conditions of the insurance contract, Plaintiff ALISSA COPELAND, has suffered damages
13 in an amount to be proven at trial.

14 **IX. ESTOPPEL**

15 9.1 Defendant ALLSTATE is estopped from denying or limiting coverage as a
16 result of its actions or conduct described herein.

17 **X. DAMAGES**

18 As a direct and proximate result of the actions of Defendant ALLSTATE alleged
19 herein, Plaintiff, ALISSA COPELAND, is entitled to recover damages as set forth
20 below:

21
22 10.1 The fair market value of her 1998 Volkswagen Passat which is a total loss.

23 10.2 Legal costs and expenses incurred as a result of being compelled to institute
24 a cause of action to compel Defendant ALLSTATE to afford comprehensive coverage for
25 the theft of her vehicle.

1 10.3 General and special damages resulting from Defendant ALLSTATE'S
2 Breach of Good Faith Duty, Violation of the Washington Insurance Fair Claims Act,
3 Breach of Fiduciary Duty, Breach of Contract, Violation of the Consumer Protection Act
4 and any other damages permitted by law in an amount to be determined at or before trial.
5

6 10.4 Punitive Damages. Defendant ALLSTATE'S actions have been motivated
7 by its own financial interest and done with indifference to the rights and interests of its
8 insured, ALISSA COPELAND, or conducted with reckless, willful or wanton disregard
9 under the laws of the State where Defendant ALLSTATE is incorporated, or where its
10 principal place of business is located, or where the decisions, policies or acts were decided
11 entitling Plaintiff, ALISSA COPELAND, to exemplary or punitive damages, including but
12 not limited punitive damages available under the Washington Consumer Protection Act
13 and Insurance Fair Claims Act.
14

15 10.5 Reasonable attorney fees and costs incurred in the prosecution of this action
16 and for treble and other exemplary damages authorized by the Washington Insurance Fair
17 Claims Act, codified as RCW 48.30.015 and reasonable attorney fees and costs incurred in
18 the prosecution of this action and for treble damages authorized RCW 19.86.090 of the
19 Consumer Protection Act with respect to each such violation committed by Defendant
20 ALLSTATE, Plaintiff ALISSA COPELAND'S fiduciary insurance carrier and reasonable
21 attorney fees pursuant to Olympic Steamship Co. v. Centennial Ins. Co., 117 Wn.2d 37,
22 811 P.2d 673 (1991).
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XI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment of liability against the Defendant ALLSTATE as follows:

11.1 For a judgment of liability against Defendant ALLSTATE for bad faith, and other claims and damages as set forth in this complaint;

11.2 For an award of damages for the fair market value of her vehicle which is a total loss;

11.3 For an award of attorney's fees, costs, exemplary, treble and punitive damages pursuant to contract, CPA, common law, statute regulation, or in equity in an amount to be proven at trial;

11.4 For an award of treble damages, costs and attorney fee's pursuant to the Insurance Fair Claims Act in an amount to be proven at trial;

11.5 For an award of damages compensating Plaintiff for her costs and disbursements herein in an amount to be proven at trial;

11.6 For such other and further relief as the court deems just and equitable.

DATED this 8th day of April, 2009.


JOHN M. WILLIAMS, WSBA #36144
Attorney for Plaintiff ALISSA COPELAND