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SUPERIOR COURT FOR THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF PIERCE

STANDING RAVEN aka DOUG	)	
TOBIN,	)	
Plaintiff,	)	NO.
	)	
v.	)	COMPLAINT FOR DAMAGES
	)	UNDER CONTRACT, VIOLATION
STATE FARM FIRE AND CASUALTY	)	OF THE INSURANCE FAIR
COMPANY	)	CONDUCT ACT, BREACH OF GOOD
	)	FAITH DUTY, NEGLIGENCE,
Defendant.	)	BREACH OF FIDUCIARY DUTY
	)	AND BREACH OF CONSUMER
	)	PROTECTION ACT
	)	

COMES NOW the Plaintiff by and through his attorney, and for cause of action against the Defendant alleges that:

I. PARTIES

1.1. Plaintiff is a resident of Pierce County, and was a resident of Pierce County Washington at all times relevant herein.

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II. JURISDICTION AND VENUE

2.1 The defendant does business and wrote insurance policies in Pierce County Washington at all times relevant herein.

2.2 Jurisdiction and venue in Pierce County Superior Court is proper as Defendant transacts business, has an office for transaction of business and did transact business in Pierce County, Washington, at the time of the causes of action alleged herein. Further, venue is proper as the causes of action complained of arose in Pierce County, Washington.

III. NATURE OF ACTION

3.1 Plaintiffs was sold a policy by State Farm agent. The specific agent that sold the applicable policy was Travis Knowell. State Farm attributes the policy number 47CWB1861.

3.2 The policy covered the Plaintiff's fishing vessel, known by the State Farm agents to be the Plaintiff's Squaxin Fishing Vessel certified by the Coast Guard. Plaintiff was known to be a Squaxin fisherman. On information and belief, the plaintiff was discriminated against as a Squaxin fisherman, for the State Farm agents would have treated a non-native commercial fisherman more professionally and on information and belief written a policy more suited to a commercial fisherman.

3.3 The Plaintiff purchased two to three policies for fishing vessels in prior years to the policy in question, from the Defendant and/or Defendant's Agents.

3.4 On or about the 30<sup>th</sup> day of January, 2019, the Plaintiff's Fishing Vessel and trailer were stolen. Once again, based on the Plaintiff's native American/Squaxin status, on information and belief, the Defendant assumed that the Plaintiff was somehow involved or knew the parties involved in the theft.

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2 3.5 To the date of filing this complaint, the Defendant has failed to state or detail what their  
3 suspicion is based on or why they have taken a confrontational position. Nevertheless, on  
4 information and belief the Defendant demanded information and pursued witnesses that would  
5 indicate that Defendant believed the Plaintiff and certain other Native American/Squaxins were at  
6 fault regarding the theft.  
7

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8  
9 3.6 On information and belief, the Defendant failed to take standard steps such as quickly  
10 contacting metal recycling and electronic recycling companies to determine/prevent recycled  
11 material. Further, the Defendant failed to quickly contact Kitsap Marine, the vendor of the  
12 fishing vessel's engine to determine and limit potential disposal locations.  
13

14 3.7 This action arises from Defendant's refusal to make an offer to settle the Plaintiff's loss  
15 and requiring the Plaintiff to file a civil lawsuit to resolve the dispute. In addition, this action  
16 arises from the Defendant's actions and conduct in the investigation, evaluation, handling,  
17 negotiations, requirement for trial, resolution and/or settlement or payment of Plaintiff's loss.  
18

19 3.8 Through its negligent and unreasonable adjustment practices, Defendant delayed and  
20 denied Plaintiff Standing Raven the benefits he is entitled to. Standing Raven, as an enrolled  
21 Squaxin member, is entitled to what is known as subsistence. By not paying under the policy  
22 and providing the funds to purchase a vessel, Standing Raven has lost on the following including  
23 but not limited to: fishing, shrimping, prawns, oysters, shell fish and recovering logs for carving.  
24

25 3.9 Through its negligent and unreasonable adjusting practices, Defendant intentionally,  
26 negligently, and/or recklessly inflicted emotional, mental, physical and commercial distress upon  
27 Plaintiff.  
28

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3.10 Defendant's failure to make any offer under Plaintiff's coverage, was unreasonable and motivated by its own financial interest.

3.11 Plaintiff has used its best efforts to comply with all duties, responsibilities and requirements of his policy of insurance with Defendant.

3.12 Plaintiff has fully complied with the 20-day notice requirement pursuant to the Insurance Fair Conduct Act.

IV. VIOLATION OF THE INSURANCE FAIR CONDUCT ACT

4.1 Defendant's actions are a violation of IFCA, codified as RCW 48.30.015. Defendant has acted unreasonable and has violated other rules including, but not limited to those contained WAC 284-30-330 and WAC 284-30-380.

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

V. BREACH OF GOOD FAITH DUTY

5.1 Defendant's actions are in violation of RCW 48.01.030, RCW 48.30.010 and other statutes, regulation, common law and its duty of good faith and fair dealing requiring that all its actions be actuated by good faith, to abstain from deception, and practice honesty and equity in all matters related to the business of insurance.

5.2 As a direct and proximate result of Defendant's conduct and actions, Plaintiff suffered damages in an amount to be proven at the time of trial.

VI. BREACH OF FIDUCIARY DUTY

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6.1 Defendant, by virtue of its position and authority to practice insurance in the State of Washington, owes a fiduciary or quasi-fiduciary duty and enhanced obligation of fairness to its insureds who it accepted premiums from and for who it agreed to provide insurance protection.

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

6.3 As a direct and proximate result of Defendant's conduct and actions, Plaintiff suffered damages in an amount to be proven at the time of trial.

VII. BREACH OF CONTRACT

7.1 Defendant's actions are in violation of the express or implied terms and conditions of the insurance contract, including common law incorporated into the insurance contract and/or the reasonable expectations of an insured, as to the terms and conditions of the insurance policy.

7.2 Defendant has breached the insurance contract with Plaintiff by failing to pay Plaintiff for the loss of his vessel and personal property,

7.3 As a direct and proximate result of Defendant's breach of the terms and conditions of the insurance contract, Plaintiff suffered damages in an amount to be proven at the time of trial.

VIII. NEGLIGENCE

8.1 Defendant's actions, as described herein, were negligent and in violation of its duty to exercise reasonable care towards Plaintiff, causing injuries and damages in an amount at the time of trial.

IX. BREACH OF THE CONSUMER PROTECTION ACT

9.1 Defendant's actions are in violation of the Consumer Protection Act RCW 19.86, et seq.

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2 9.2 Defendant engaged in an unfair or deceptive act or practice in trade or commerce that  
3 impacts the public interest, which causes injury to the party in Plaintiff's business or property, and  
4 which injury is causally linked to the unfair or deceptive act or practice.  
5

6 9.3 Defendant executed a course of action to deny coverage and insurance benefits/payments  
7 and unreasonable prolong the claims process, thereby making the process expensive, long and  
8 drawn out.

9 9.4 Defendant has violated other statutory obligations set forth in the Complaint to act in  
10 good faith in all insurance matters which constitutes a per se violation of the Consumer Protection  
11 Act.  
12

13 9.5 Defendant's actions in violation of the Consumer Protection Act entitles Plaintiff to  
14 treble damages, reasonable attorney fees, costs of suit and other relief as permitted by statute.

#### 15 X. DAMAGES

16 10.1 As a direct and proximate result of the Negligence, Breach of Contract, Breach of  
17 Fiduciary Duty, Breach of Good Faith, Breach of the Insurance of Fair Conduct Act, Breach of  
18 Fiduciary Duty and Violation of the Consumer Protection Act, Plaintiff is entitled to reasonable  
19 compensation under his insurance policy with the Defendant.  
20

21 10.2 Legal costs and expenses incurred as a result of being compelled to institute a cause of  
22 action to compel Defendant to satisfy its contractual and statutory obligations under the contract  
23 and policy of insurance with Plaintiff

24 10.3 By virtue of Defendant's breach of the insurance contract, Defendant is liable for the  
25 full amount of Plaintiff's claims including Plaintiff's loss of subsistence.

26 10.4 Defendant is liable for damages which directly and proximately resulted from  
27 Defendant's Negligence, Breach of Contract, Breach of Fiduciary Duty, Breach of Good Faith,  
28

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2 Breach of the Insurance of Fair Conduct Act and Violation of the Consumer Protection Act and  
3 any other damages permitted by law in an amount to be determined at or before trial.

4  
5 10.5 Defendant's actions have been motivated by its own financial interest and done with  
6 indifference to the rights and interests of its insured and Plaintiff is entitled to exemplary or  
7 punitive damages, available under the Washington Consumer Protection Act and Insurance Fair  
8 Conduct Act.

9 10.6 Reasonable attorney fees and costs incurred in the prosecution of this action and for  
10 treble and other exemplary damages authorized by the Washington Insurance fair Conduct Act,  
11 codified as RCW 48.39.015 and reasonable attorney fees and costs incurred in the prosecution of  
12 this action and for treble damages authorized by RCW 19.86.090 of the Consumer Protection Act  
13 with respect to each such violation committed by Defendant, and reasonable attorney fees  
14 pursuant to Olympic Steamship Co. vs. Centennial Ins. Co. 117 Wn. 2d 37, 811 P. 2d 673 (1991).  
15  
16

17 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

18 11.1 For a judgment of liability against Defendant for bad faith, and other claims and  
19 damages including payment as called for in the Insurance Policy and as set forth in this  
20 Complaint;  
21

22 11.2 For an award of special damages for Plaintiff in such amounts as are proven at trial;

23 11.3 For an award of general damages for Plaintiff in such amounts as are proven at trial.

24 11.4 For an award of attorney's fees, costs, exemplary, treble and punitive damages pursuant  
25 to contract, Consumer Protection Act, common law, statute regulation, or in equity in an amount  
26 to be proven at trial;  
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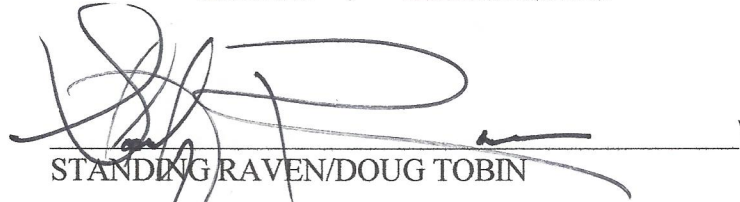
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11.5 For an award of treble damages, costs and attorney fees pursuant to the Insurance Fair Conduct Act in an amount to be proven at trial;

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

11.7 For such further and additional relief as the court finds equitable, appropriate and just.

Dated this 1 day of 13, 2020.

  
STANDING RAVEN/DOUG TOBIN

  
KENNETH S. KESSLER, #04721  
Attorney for Plaintiff

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