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The Honorable Thomas O. Rice

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON
AT SPOKANE

ALAN and CONNIE HILL,
individually and as the marital
community thereof,

Plaintiffs,

v.

FARMERS PROPERTY AND
CASUALTY INSURANCE
COMPANY, an inter-insurance
exchange owned by their policyholders
and organized under the laws of the
State of California and a wholly owned
subsidiary of Farmers Group, Inc.,

Defendant.

Case No.: 2:25-cv-00048-TOR

PLAINTIFFS' RESPONSE IN
OPPOSITION TO DEFENDANT'S
MOTION FOR SUMMARY
JUDGMENT

Without Oral Argument
March 5, 2026

Plaintiffs respectfully oppose Defendant Farmers Property and Casualty
Insurance Company's ("Farmers") Motion for Summary Judgment.

I. FARMERS DENIED COVERAGE FIRST, INVESTIGATED LATER, AND NOW SEEKS TO ERASE DISPUTES FACTS THROUGH SUMMARY JUDGMENT

Farmers asks this Court to grant summary judgment by collapsing a contested factual record into attorney argument and post-hoc interpretation of utility records. That request fails at the threshold. The evidence, viewed in the light most favorable to Plaintiffs, shows that Alan and Connie Hill monitored their property during a tenant’s temporary absence, kept utilities and the furnace on, entered and checked on the unit during the coldest portion of January 2024, raised the thermostat in response to freezing temperatures, relied on the apparent operation of the furnace when the fan could be heard running, and benefited from ambient heat supplied by the adjoining occupied unit and intermittent operation on the furnace. Plaintiffs established those facts in their prior Reply at ECF 27 and explained why Alan Hill’s deposition testimony and declaration are consistent when read in full under Federal Rule of Evidence 106. Defendant failed to contest most of the Statement of Fact in Plaintiffs’ motion and those uncontested facts should be considered in this motion.

Rather than confront that record, Farmers attempts to transform the policy’s “reasonable care” standard into a strict-liability regime, one that would require constant interior presence, flawless mechanical performance, and clairvoyance

1 about hidden furnace malfunctions. The policy contains no such strict liability
2 requirements. ECF No. 23 P. 4:1-5:8. It preserves coverage so long as the insured
3 used reasonable care to maintain heat, not “perfection”, as quoted in Defendant’s
4 motion ECR No. 23 P. 4:10-11. Farmers’ own claim-handling expert confirms that
5 Plaintiffs visited the property every two to three days, adjusted the thermostat,
6 opened cabinets, and believed the furnace was operating, and indeed it was.. ECF
7 No. 25-3 Exhibit 3.
8

9
10 The chronology of Farmers’ handling of this claim makes its summary-
11 judgment request even more untenable. Farmers issued its first denial on February
12 2, 2024, asserting that Plaintiffs had failed to exercise reasonable care. *Id.* at 5. Only
13 after Plaintiffs challenged that decision did Farmers reopen the claim and seek
14 additional information. *Id.* Following Plaintiffs’ IFCA notice, Farmers reassigned
15 the claim and contacted Avista Utilities in October 2024, but Avista did not provide
16 daily therm readings at that time and instead offered generalized expectations about
17 winter usage. *Id.* at 5. Farmers’ denial preceded the investigation and was in bad
18 faith.
19
20
21

22 Despite lacking that later data, Farmers issued a second written coverage
23 position on October 29, 2024, reaffirming denial and relying on aggregated therm
24

1 totals and assumptions about furnace malfunction, as stated in its correspondence.
2 ECF No. 25-4 at P. 1. In that same letter, Farmers conceded that it still did not
3 possess daily gas-usage records and requested that Plaintiffs provide them. Farmers
4 now attempts to collapse these steps into a single seamless denial to obscure the fact
5 that the February denial pre-dated the Avista inquiry and the billing-comparison
6 theory now central to its motion.
7

8
9 Summary judgment is not a vehicle for rewriting that history. It is not a forum
10 for weighing competing interpretations of utility records or choosing between
11 Plaintiffs' sworn testimony and Farmers' evolving theories to justify the bad faith
12 conclusion it reached without evidence. Because the record supports a finding that
13 Plaintiffs exercised reasonable care under the policy and because a jury could
14 conclude that Farmers denied coverage first and searched for justification later,
15 Defendant's Motion for Summary Judgment must be denied.
16
17

18 Plaintiff is separately seeking summary judgment on the denials made before
19 investigation and evidence. However, separately or perhaps alternatively, because
20 genuine disputes of material fact exist as to coverage and the reasonableness of
21 Farmers' later denials, summary judgment must be denied.
22
23

1 **II. STATEMENT OF FACTS**

2 As required by LR 56.1(a), Plaintiffs Hill have filed a separate Plaintiffs’
3 Statement of Disputed Material Facts (“SOF”) in response to Defendant’s Motion
4 for Summary Judgment.
5

6 **III. SUMMARY JUDGMENT STANDARD**

7 Summary judgment is appropriate only where “there is no genuine dispute as
8 to any material fact and the movant is entitled to judgment as a matter of law.” Fed.
9 R. Civ. P. 56(a). As Defendant correctly notes, the purpose of summary judgment
10 is to “isolate and dispose of factually unsupported claims or defenses,” not to
11 resolve disputed factual issues. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323–24
12 (1986).
13

14 In deciding a motion for summary judgment, the Court must view the
15 evidence and draw all reasonable inferences “in the light most favorable to the party
16 opposing the motion.” *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S.
17 574, 587 (1986). The Court may not weigh evidence, resolve competing
18 interpretations of the record, or make credibility determinations. “Credibility
19 determinations, the weighing of the evidence, and the drawing of legitimate
20 inferences from the facts are jury functions, not those of a judge, whether he is
21
22
23

1 ruling on a motion for summary judgment standards do not diminish the traditional
2 role of the jury.” *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 255 (1986).

3
4 Where, as here, the moving party’s argument depends on adopting its
5 preferred interpretation of disputed evidence, such as circumstantial utility records,
6 concluding that no heat was maintained, and that the Plaintiffs’ actions were
7 unreasonable. If the record permits reasonable minds to differ, the dispute must be
8 resolved by a jury, not by the Court on summary judgment. *Id.* at 248.
9

10 **IV. THE POLICY REQUIRES “REASONABLE CARE” AN UNDEFINED**
11 **AND FACT-INTENSIVE INQUIRY; FIRST DENIAL MADE**
12 **BEFORE INQUIRY**

13 Farmers’ motion rests on the freezing exclusion, which preserves coverage
14 where the insured “used reasonable care to maintain heat in the building,” quoted
15 at ECF No. 23, P. 4 at 10. Farmers’ denial letters likewise recognize that coverage
16 depends on whether reasonable care was exercised, at ECF No.14-1 P. 2.

17 Nothing in that language requires daily interior inspections, winterization, or
18 mechanical perfection. The contract asks whether Plaintiffs acted reasonably under
19 the circumstances. Plaintiffs previously explained that the unit was temporarily
20 unoccupied, not abandoned; that utilities remained on; that the furnace was believed
21 to be operating; that Plaintiffs checked the property; and that there was ambient heat
22 from the adjoining occupied unit, at ECF No. 13 at P. 3:4-6.
23

1 Whether an insured’s conduct constitutes “reasonable care” under particular
2 circumstances is quintessentially a factual determination. Farmers’ attempt to
3 convert that inquiry into a categorical legal conclusion, that Plaintiffs’ conduct was
4 unreasonable as a matter of law, requires the Court to resolve factual disputes and
5 draw inferences against Plaintiffs, which Fed. R. Civ. P. 56 forbids.
6

7 **V. THE RECORD SHOWS PLAINTIFFS TOOK REASONABLE**
8 **STEPS TO MAINTAIN HEAT**

9 When viewed in the light most favorable to Plaintiffs, the record reflects that
10 Plaintiffs were actively monitoring the property on an ongoing basis after the tenant
11 left. Plaintiffs entered the home regularly, checked interior conditions, adjusted the
12 thermostat when temperatures dropped, opened cabinets to allow warm air
13 circulation, and believed the heating system was effectively operating based on
14 audible fan activity. Plaintiffs, later, promptly discovered the loss and immediately
15 arranged for repairs and mitigation.
16

17
18 Plaintiffs previously explained that Farmers’ attempt to manufacture a
19 contradiction between Hill’s deposition and declaration collapses when the
20 testimony is read in full context under FRE 106, ECF No. 27 P. 2:21-3:11.
21 Acknowledging that Hill did not enter the unit every day does not establish that heat
22 was not being maintained or that Plaintiffs acted unreasonably.
23

1 This evidence supports a reasonable inference that Plaintiffs believed heat
2 was being maintained and that they were taking steps they understood to be
3 protective during an unprecedented freeze event. Whether those steps were
4 sufficient under the policy’s “reasonable care” standard is a question for the jury,
5 not one that can be resolved as a matter of law. Defendants could have written a
6 specific temperature into the policy (such as 50 degrees) as the drafter of the policy,
7 but did not, instead requiring an analysis of reasonable.
8
9

10 **VI. FARMER’S UTILITY-BILL THEORY IS DISPUTED AND**
11 **DEPENDANT ON FACTUAL INTERPRETATION WHERE ALL**
12 **INFRENCES MUST FAVOR PLAINTIFF**

13 As Plaintiffs already demonstrated, Farmers cannot meet its Fed. R. Civ. P.
14 56 burden through attorney declarations lacking personal knowledge or
15 unsupported technical opinions. ECF No. 30 & ECF No. 31. Plaintiffs objected to
16 the Maloney declaration in their Motion to Strike Declaration of Francis J.
17 Maloney, ECF No. 30 .
18

19 Plaintiffs have previously explained that Bernard Maddox was not qualified
20 to opine on HVAC operation or freezing causation and relied on hearsay
21 summaries of utility records without adequate foundation. See ECF No. 31.
22
23

1 Farmers relies heavily on natural gas utility billing records, obtained after the
2 denial, to argue that heat was not maintained for months before the loss. Those
3 records are hearsay, circumstantial, and subject to competing interpretations. They
4 do not establish interior temperatures, do not dispute the furnace fan running, do
5 not reflect intermittent furnace heat cycling, and do not negate Plaintiffs' sworn
6 and mostly undisputed testimony regarding their observations and actions. But
7 most importantly were not used in Defendant's initial decision.
8
9

10 At most, the utility data creates a factual dispute regarding whether heat was
11 adequately maintained and whether Plaintiffs reasonably believed it was being
12 maintained. Under *Matsushita*, where the evidence permits competing inferences,
13 the Court must draw those inferences in favor of the nonmoving party. *Id.* at 587.
14 Summary judgment is therefore improper.
15

16 **VII. EVIDENCE REGARDING THE FURNACE FILTER**
17 **RAISES JURY QUESTIONS**

18 Farmers also contends that the furnace filter was found to be clogged when
19 the HVAC contractor inspected the system after the loss and that Plaintiffs had
20 previously been advised to change the filter monthly. The policy does not exclude
21 coverage for mechanical malfunction or impose strict maintenance compliance as a
22 condition of coverage. Whether Plaintiffs acted reasonably in relying on their
23

1 inspections, thermostat adjustments, belief that furnace was working, and prior
2 furnace operation, rather than diagnosing an internal airflow issue during an
3 extreme cold event, is a question of fact for the jury.
4

5 Farmers’ argument improperly relies on hindsight to transform a
6 maintenance issue discovered after the loss into proof of unreasonable conduct as a
7 matter of law.
8

9 **VIII. DEFENANT’S EXPERT OPINIONS DO NOT SUPPORT**
10 **SUMMARY JUDGMENT**

11 Farmers relies on opinions from its own retained experts to argue that
12 Plaintiffs failed to exercise reasonable care and that Farmers’ claim handling was
13 reasonable. Even assuming admissibility, those opinions do not entitle Farmers to
14 summary judgment. Under Fed. R. Civ. P. 56, a moving party may not obtain
15 judgment by asking the Court to credit its expert’s interpretation of disputed facts
16 over the nonmoving party’s evidence.
17
18

19 As Anderson makes clear, “[c]redibility determinations, the weighing of the
20 evidence, and the drawing of legitimate inferences from the facts are jury
21 functions.” 477 U.S. at 255. Farmers’ experts necessarily assume the accuracy of
22 Farmers’ interpretation of utility data, furnace operation, and claim-handling
23

1 decisions. Plaintiffs are not required to present competing expert testimony where
2 lay testimony and documentary evidence permit a reasonable jury to find in their
3 favor.
4

5 As Plaintiffs already demonstrated, Farmers cannot meet its Fed. R. Civ. P.
6 56 burden through attorney declarations lacking personal knowledge or
7 unsupported technical opinions. Plaintiffs objected to the Maloney declaration in
8 their Reply, ECF No. 30. Plaintiffs likewise explained that Bernard Maddox was
9 not qualified to opine on HVAC operation or freezing causation and relied on
10 hearsay summaries of utility records without foundation. ECF No. 31.
11

12 Farmers relies on Maloney and Leonhardi to argue denial was justified, see
13 ECF 25-3, but those opinions rest on limited reviews and assumed facts. Plaintiffs
14 have challenged those assumptions with evidence. Disagreement with Farmers’
15 evidence presents an issue for trial, not summary judgment.
16

17 **IX. FARMERS’ TWO-STAGE DENIAL AND SHIFTING RATIONALES**
18 **DENY FIRST, INVESTIGATE, DENY AGAIN CREATE TRIABLE**
19 **ISSUES OF BAD FAITH AND IFCA VIOLATIONS**

20 Farmers’ request for summary judgment also fails because the same
21 chronology that undermines its policy argument creates genuine disputes regarding
22 bad faith and statutory violations under Washington law. An insurer must conduct
23 a fair, reasonable, and timely investigation before denying coverage, and it may not
24

1 search for post-hoc justification after a claim has already been rejected. Here, the
2 record supports a finding that Farmers did exactly that.

3 Farmers' first denial issued February 2, 2024, asserting that Plaintiffs failed to
4 use reasonable care to maintain heat, as reflected in Defendant's Statement of Facts
5 at ECF No. 24. Only after Plaintiffs challenged that denial and retained Property
6 Claim Advocates did Farmers reopen the claim and begin seeking additional
7 information. ECF No. 25-3 at P. 5. Following Plaintiffs' IFCA notice, Farmers
8 reassigned the claim and contacted Avista Utilities in October 2024, ECF 25-3 at 5,
9 but Avista did not provide daily therm readings and instead offered generalized
10 expectations about winter usage.
11
12

13
14 Despite lacking that data, Farmers issued a second written denial in October
15 2024 that relied on aggregated therm totals and assumptions about furnace
16 malfunction, ECF No. 23 at P. 6. In that same letter, Farmers admitted that it still
17 did not possess daily gas-usage records. ECF No. 25-4.
18

19 Farmers seeks to conflate two separate coverage decisions into one. A jury is
20 entitled to reject that framing. Farmers now attempts to recast these events as one
21 continuous investigation. But its own documents show evolving rationales and
22 shifting factual predicates. The February denial preceded the Avista inquiry, the
23

1 therm usage analysis, and the speculative furnace-failure theory now featured in its
2 motion. Plaintiffs previously identified this same pattern, deny first, investigate
3 later, then attempt to justify the decision through attorney argument, selective
4 policy quotations and unsupported technical opinions. Farmers now seeks to
5 conflate two separate coverage decisions into one. A jury is entitled to reject that
6 framing.
7

8 Because the record supports a finding that Plaintiffs exercised reasonable
9 care and because a jury could conclude that Farmers’ coverage determinations were
10 reached without a fair and contemporaneous investigation, Farmers’ motion must
11 be denied. The evidence is sufficient to create a triable issue as to whether Farmers
12 violated its duties of good faith and fair dealing and Washington’s Insurance Fair
13 Conduct Act. At minimum, it forecloses summary judgment.
14
15

16 **X. UNDER FEDERAL DIVERSITY LAW, FARMERS’ SELECTIVE**
17 **POLICY QUOTATION AND FAILURE TO READ THE CONTRACT AS**
18 **A WHOLE PORECLUDES SUMMARY JUDGMENT; EFFICIENT**
19 **PROXIMATE CAUSE ALSO PRECLUDES SUMMARY JUDGMENT**

20 The Erie doctrine establishes the foundational principle that “federal courts
21 sitting in diversity apply state substantive law and federal procedural rules.” *Cuprite*
22 *Mine Partners LLC v. Anderson*, 809 F.3d 548 (2015). That rule governs the Court’s
23 analysis of the policy at issue here. While Fed. Civ. R. 56 supplies the procedural
24

1 standard, Washington law controls how the insurance contract must be interpreted.
2 Including whether coverage exists, whether exclusions apply, and how causation is
3 evaluated.
4

5 Washington has long rejected rigid mechanical causation tests in favor of a
6 functional, policy-wide inquiry into what actually caused the loss. In *Graham v.*
7 *Public Employees Mut. Ins. Co.*, 98 Wash.2d 533 (1983), the Washington Supreme
8 Court replaced the “immediate physical cause” test with the efficient proximate
9 cause doctrine, explaining that courts must “allow inquiry into the intent and
10 expectations of the parties to the insurance contract.” The court defined the efficient
11 proximate cause as “the efficient or predominant cause which sets into motion the
12 chain of events producing the loss . . . not necessarily the last act in a chain of
13 events.” *Id.* The doctrine exists to provide “a workable rule of coverage that
14 provides a fair result within the reasonable expectations of both the insured and the
15 insurer.” *Kish v. Insurance Co. of North America*, 125 Wash.2d 164 (1994).
16
17
18

19 Those same fairness and expectation principles underlies Washington’s
20 requirement that insurance policies be construed as integrated documents rather
21 than collections of isolated clauses. In *Certification From United States Dist. Ct. ex*
22 *rel. W. Dist. of Washington v. GEICO Ins. Co.*, 184 Wash.2d 925 (2016), the court
23
24

1 held that “this court views an insurance contract in its entirety, does not interpret a
2 phrase in isolation, and gives effect to each provision.” The court emphasized that
3 insurance contracts must be read as a whole and given a fair, reasonable, and
4 sensible construction consistent with how an average person would understand
5 them when purchasing insurance.
6

7
8 That mandate was reinforced again in *Kut Suen Lui v. Essex Ins. Co.*, 185
9 Wash.2d 703 (2016), where the Supreme Court explained that “where possible, we
10 harmonize clauses that seem to conflict in order to give effect to all of the contract’s
11 provisions,” and cited RCW 48.18.520 as requiring construction according to the
12 entirety of the policy’s terms and conditions. Most recently, the Court reaffirmed
13 that same approach in *Seattle Tunnel Partners v. Great Lakes Reinsurance (UK)*
14 *PLC*, 200 Wash.2d 315 (2022), holding that “when interpreting an insurance
15 contract, we consider the policy as a whole, according to the entirety of its terms
16 and conditions” and “will harmonize any potentially conflicting clauses to give
17 effect to all of the contract’s provisions.”
18
19

20
21 Farmers’ motion does precisely the opposite. Farmers argues that the loss
22 occurred because the furnace or heating system malfunctioned or failed. ECF No.
23 23 at P. 5:22-23. But in advancing that causation theory, Farmers selectively quotes

1 only the freezing exclusion in subsection 3(G) of Section I—Losses We Do Not
2 Cover, while omitting the operative coverage language that appears at the end of
3 that same section:
4

5 “We pay for any direct loss that follows A. through I. to the property
6 described in Coverages A and B not otherwise excluded or excepted in
7 this policy. We pay only for the ensuing loss. If a covered water loss
8 follows, we will pay the cost of tearing out and replacing any part of
9 the building necessary to repair the plumbing or appliance, but we do
10 not cover loss to the plumbing or appliance from which the water
11 escaped.”

12 *(ECF No. 23 at P. 4-5. & ECF No. 14-2 at F-5).*

13 That omission is not a drafting quirk, it goes to the heart of the coverage
14 analysis. Federal courts applying Washington law cannot decide insurance cases by
15 isolating an exclusion while ignoring the very language in the same section that
16 explains what losses remain covered when water damage follows a covered event.
17 The policy expressly contemplates coverage for ensuing water damage, tearing-out
18 costs, and payment obligations. Farmers’ motion never analyzes the several ensuing
19 loss sections, never reconciles it with its furnace-malfunction theory, and never
20 explains how a sudden mechanical failure followed by pipe freezing fits into the
21 policy when read as an integrated contract.
22
23

1 At minimum, that selective quotation renders Farmers’ interpretation
2 ambiguous. A reasonable insured reading the full section, including the freezing
3 exclusion and the ensuing-loss provisions, could understand that while damage to
4 the plumbing itself may not be covered, water damage to the structure following an
5 excluded event remains payable. Washington law requires courts to harmonize
6 those provisions, not pretend one of them does not exist.
7

8
9 When the record is viewed as Fed. R. Civ. 56 requires, Farmers’ motion
10 collapses into a false binary of its own making. Either Plaintiffs exercised
11 reasonable care by repeatedly checking the unit, raising thermostat settings, opening
12 cabinets, maintaining utilities, and relying on recent professional servicing (ECF
13 19-2 P.2, and ECF 35 SOF #11-12.) and audible furnace operation, or the furnace
14 nevertheless failed suddenly despite those precautions (ECF 35 SOF #11-12).
15 Under the first scenario, subsection 3(G) by its own terms preserves coverage
16 because reasonable care was exercised. Under the second, a jury could find that a
17 sudden mechanical malfunction was the efficient proximate cause of the loss and
18 that the ensuing water damage falls within the policy’s coverage grant to ensuing
19 losses. Including the provision Farmers omitted from its briefing changes these
20 results. In neither case can Farmers establish, as a matter of law, that coverage is
21
22
23

1 barred. The factual predicates underlying Farmers’ argument, what Plaintiffs did,
2 what they reasonably believed, whether the furnace malfunctioned, and what event
3 predominated in causing the loss, are disputed and must be resolved by a jury.
4
5 Summary judgment is therefore inappropriate.

6
7 **X. CONCLUSION: GENUINE DISPUTES OF MATERIAL FACT
8 PRECLUDE SUMMARY JUDGMENT ON ALL CLAIMS**

9 Farmers asks this Court to credit its interpretation of disputed evidence,
10 disregard Plaintiffs’ sworn testimony, and treat a two-stage denial process as a
11 single contemporaneous coverage determination. Fed. R. Civ. P. 56 does not
12 permit that result. At summary judgment, all reasonable inferences must be drawn
13 in Plaintiffs’ favor, and the Court may not weigh competing narratives, resolve
14 credibility disputes, or select among conflicting interpretations of the record.
15

16 The evidence supports a finding that Plaintiffs exercised reasonable care by
17 monitoring the property, maintaining utilities, adjusting thermostat settings,
18 opening cabinets, and relying on recent professional servicing and apparent
19 furnace operation. Alternatively, a jury could conclude that the furnace
20 nevertheless malfunctioned despite those precautions and that a sudden
21 mechanical failure initiated the chain of events leading to the freeze and ensuing
22
23

1 water damage. Under either scenario, Farmers cannot establish as a matter of law
2 that coverage is barred.

3
4 The record also permits a jury to find that Farmers denied coverage before
5 completing its investigation and later attempted to justify that denial through
6 evolving rationales and selective quotation of policy provisions, while ignoring
7 coverage-grant language relevant to a furnace-failure theory. Those disputes go
8 directly to causation, coverage, and claims handling under Washington law.
9

10 Because genuine disputes of material fact pervade the record, including
11 whether Plaintiffs exercised reasonable care, whether a furnace malfunction
12 occurred, and whether Farmers conducted a full and fair investigation,
13 Defendant's Motion for Summary Judgment must be denied in its entirety.
14

15 Dated this 4th day of February 2026.

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CERTIFICATE OF SERVICE

I hereby certify that on the 4th day of February 2026, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System, which in turn automatically generated a Notice of Electronic Filing (NEF) to:

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I hereby certify that I have mailed by United States Postal Service the document to the following at the address listed below:

NONE.

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s/Ryan M. Best
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