



LINDA B. CLAPHAM

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#### Education

University of Washington—BA  
1982  
Willamette University College of  
Law—JD 1986  
Associate Editor Willamette Law  
Review— 1984-1986

#### Bar and Court Admissions

Washington  
Oregon  
U.S. District Court, Western  
District of Washington  
U.S. District Court, Eastern  
District of Washington  
U.S. District Court, District of  
Oregon  
Ninth Circuit Court of Appeals

#### Professional Associations

Washington Appellate Lawyers  
Association, founding member  
King County Bar Association,  
Appellate Law Section  
Northwest Insurance Coverage  
Association  
Leadership Cabinet, Willamette  
Law School

Linda has long focused her legal work on behalf of insurance company interests in the state and federal courts of the Northwest. Her expertise for insurance company clients expands to appellate litigation, including assisting with preservation of error work alongside trial counsel; participating as *amicus curiae* and handling appeals from 'notice to mandate.' Although raised in Seattle, Linda has lived in Cologne, Germany, New York City, Washington, D.C., and Sun Valley, Idaho.

#### Honors and Recognitions

Ms. Clapham has consistently been identified as one of Washington's Super Lawyers since 2008, including recognition by the *Super Lawyers Women's Edition* and *Super Lawyers Business Edition*. *Martindale-Hubbell* ranks Ms. Clapham as "AV Preeminent," its highest possible honor. AVVO evaluates Ms. Clapham as "superb" based on its rating of her professional achievements and industry recognition.

In addition, Ms. Clapham has been listed in *Seattle Metropolitan Magazine* and *Seattle Business Magazine* as one of King County's "Top Lawyers." They culled their listings from *Martindale-Hubbell* and *Super Lawyers*.

#### Presentations

Linda regularly presents a Washington Bad Faith Law seminar to insurance company clients.

#### Representative Appellate Cases

*Alaska Northwest Industries, Inc. v. Deutscher, et. al.*, 2024 WL 799638 (Div. II Feb. 27, 2024), successful defense of verdict involving adverse possession, prescriptive easement, and analysis of prevailing party for fee award).

*Harris, et. al. v. Seattle Childrens' Hospital*, No. 83733-8-I (appeal pending after oral argument on May 31, 2023; defense of summary judgment involving mandatory reporting law).

*Philadelphia Indemnity Ins. Co. v. Steel, et. al.*, No. 57586-8-II (appeal pending from reasonableness hearing and entry of \$25 million covenant judgment; oral argument anticipated fall 2024).

*Starr Indemnity & Liability Company v. PC Collections, LLC*, 25 Wn.App.2d 382, 523 P.3d 805 (2023); *rev. denied*, 1 Wn.3d 1032 (Sept. 6, 2023) (appeal after reasonableness hearing and questionable structure of covenant judgment).

*Andrews v. Privilege Underwriters Reciprocal Exchange*, No. 84795-3-I (appeal pending from covenant judgment entered against UIM insurer; oral argument anticipated fall 2024).

*Perulero, et. al. v. Everett Bluffs, LLC, et. al.*, No. 86024-1-I (settled January 2024 after Motion for Discretionary Review filed involving “failure to enforce” exception to Public Duty Doctrine).

*Wilson v. Construction Associates of Spokane, Inc.*, No. 38613-9-III (appeal after reasonableness hearing; settled Jan. 2023 after all briefing complete but before oral argument).

*Adgar v. Dinsmore and Lakewood Water District*, 26 Wn.App. 2d 866, 530 P.3d 236 (2023), *rev. denied*, 2 Wn.3d 1014 (Jan. 3, 2024) (“keys in the ignition” tort case analyzing foreseeability).

*In re Estate of Vatne v. R. Vatne*, 2022 WL 2115089, 22 Wn.App.2d 1022 (June 13, 2022) (upheld decision denying Will contest based on service of notice of probate to beneficiary);

*Gull Industries, Inc. v. Granite State Ins. Co.*, 18 Wn.App.2d 842, 493 P.3d 1183 (2021) (environmental coverage);

*In re Joanne Blankenship Survivor’s Trust v. Parke, et. al.*, 18 Wn.App.2d 686, 493 P.3d 751 (2021) (upheld summary judgment in a TEDRA appeal and successfully obtained attorney fees for client);

*Universal Life Church Monastery Storehouse v. R.L.K., LLC*, 17 Wn.App.2d (April 26, 2021) (appeal limited to denial of attorney fees to prevailing client based on opposing party’s bad faith prelitigation misconduct);

*Fuji Food Products, Inc. v. Occidental, LLC*, 6 Wn.App.2d 1027 (Dec. 3, 2018) (upheld jury verdict in commercial lease dispute and successfully argued proportional fee award under *Marass*);

*Certain Underwriters at Lloyd’s, London v. Massachusetts Bonding and Insurance Co.*, 287 Or. App. 279, 401 P.3d 1212 (2017) (environmental coverage);

*West Hills Development Co. v. Chartis Claims, Inc., et. al.*, 360 Or. 650, 385 P.3d 1053 (2016) (duty to defend issue in construction defect matter);

*Granite State Ins. Co. v. Integrity Structures, LLC*, 20015 SL 136006 (W.D. Wash. Jan. 9, 2015) (defeated bad faith claim);

*Walston v. National Union Fire Ins. Co.*, 2012 WL 2049451 (D. Ct. Or June 6, 2012) (exclusions to professional liability);

*Mid-Continent Casualty Co. v. Titan Construction Corp.*, 2009 WL 1587215 (W.D. Wash. June 5, 2009) (construction defect);

*Puget Sound Energy v. Certain Underwriters at Lloyd’s, London*, 134 Wn.App. 228, 138 P.3d 1068 (2006) (allocation and apportionment in the environmental coverage context);

### **Representative Cases as *Amicus Curiae* on Behalf of Insurer Interests**

*Estate of Essex v. Grant County Public Hospital Dist., et. al.*, 25 Wn.App.2d 272, 523 P.3d 242 (2023); *reversed*, 2024 WL 1562873 (April 11, 2024) (vicarious liability of public hospitals for negligence of independent contracted physicians).

*Schiff v. Liberty Mutual Ins. Co., En Banc*, 542 P.3d 1002 (Feb. 15, 2024) (insurer's practice of determining reasonable medical expenses does not constitute "unfair trade practice" under Consumer Protection Act).

*Wood v. Millionis Construction, Inc.*, 198 Wn.2d 105, 492 P.3d 813 (2021) (analysis of evidence necessary for RCW 4.22.060 Reasonableness Hearing);

*Peoples v. USAA*, 194 Wn.2d 771, 452 P.3d 1218 (2019) (Certified Question analyzing interplay between PIP coverage and a claim for CPA violation);

*T-Mobile USA, Inc. v. Selective Ins. Co. Of America*, 194 Wn.2d 413, 450 P.3d 150 (2019) (Certified Question analyzing bad faith related to representation in Certificate of Insurance);

*Daniels v. State Farm Mutual Auto Ins. Co.*, 193 Wn.2d 563, 444 P.3d 582 (2019) (analysis of "made whole" doctrine in context of subrogation action).