



## Joseph D. Hampton

Shareholder

206.268.8619

[jhampton@bpmlaw.com](mailto:jhampton@bpmlaw.com)

### PRACTICE AREAS

*Insurance:* Litigation from Trial through Appeal, Coverage Analysis, Claim Advice, Extracontractual Claims and Exposure Advice, Legislative Monitoring and Regulatory Analysis.

*Other Areas:* Representation of Nonprofit Organizations and their Directors and Officers.

### OVERVIEW

Joe Hampton is a shareholder with Betts Patterson Mines, and is Chair of the Insurance Coverage Practice Group. His practice consists primarily of the representation of insurance carriers in coverage and extra-contractual matters, in states throughout the Pacific Northwest. Mr. Hampton and his team defend coverage and bad faith cases arising from insurance policies providing first party coverages (including structure, business interruption, personal injury protection and underinsured motorist) and liability coverages (including commercial general liability, directors and officers, errors and omissions, excess and umbrella). Mr. Hampton also accepts assignments of challenging civil litigation outside the area of insurance coverage, especially as to nonprofit organizations and their managers.

### REPRESENTATIVE CASES

- Represented the insurer of a homeowner in an insurance coverage and bad faith case. The home was seriously damaged in a fire. The insured made a claim with the insurer, for the damage to the house and its contents, and for alternative living expenses. The insurer paid for the home and its contents, and some of the living expenses. However, it did not pay all of the expenses that the insured claimed. The insured sued for bad faith. In the course of investigation and discovery, we discovered that the insured had falsified evidence submitted to support his expense claim, and further lied about it in his sworn deposition. The trial court dismissed the case on the first morning of trial, because a material misrepresentation bars the insured from recovering on the policy, or for bad faith. We also prevailed on appeal.
- Defended an insurer of a small business in an insurance coverage and bad faith matter. An arson fire destroyed the business, and the owner made claims for loss of the building, its contents, and its lost revenue. Our client denied the claim, and the owner/insured sued for coverage and bad faith damages. The owner/insured asked the jury to award \$6 million in damages and punitive damages. The jury found for our client, and awarded nothing to the owner/insured.
- Represented a liability insurance company in an insurance coverage and bad faith matter. The insured, a 35 year-old woman, was accused of a three-year manipulative sexual relationship with a minor boy. When the boy and the parents sued, she tendered the case to the client. The client denied the tender and the insured sued for coverage

and bad faith. We defended on the ground that the accusations were not allegations of an accident, which is critical for attachment of liability insurance coverage. The U.S. District Court, and the Ninth Circuit Court of Appeals agreed, and our client was vindicated.

- Defended an insurance company in an insurance contribution matter. Our client was one of many insurance companies which insured a condominium developer. Our client paid more than its appropriate share of settlements of claims against the insured developer, but another insurer claimed that our client had not paid enough to exhaust its coverage. The court held that our client had exhausted its aggregate limits and paid more than its share. The ultimate result was a net recovery of \$1 million for our client.
- Represented a liability insurance company in an insurance coverage and bad faith matter. The opponent had obtained an \$18 million judgment against our client's insured. The insured assigned its rights against our client, to the opponent. The U.S. District Court held that the client did not afford coverage for the claim underlying the judgment, but it certified to the Washington State Supreme Court the issue whether, if bad faith were shown, the appropriate recovery was the \$18 million, or a lesser amount. The opponent argued that it should be entitled to recover the \$18 million judgment. We argued that, assuming bad faith liability, the appropriate measure of damages would be those damages shown to have resulted from the bad faith, not the amount of the judgment. The Court agreed, ruled in our client's favor, and the claim was ultimately settled for \$65,000.

#### SELECTED APPELLATE CASES

- *Washington State Dept. of Transp. v. James River Ins.*, 292 P.3d 118 (Wash. 2013)
- *Wendell v. Travelers Cas. and Sur. Co. of Am.*, 2012 WL 1038617 (9th Cir. 2012)
- *Schorno v. State Farm Fire and Cas. Co.*, 2011 WL 3325873 (9th Cir. 2011)
- *Sadler v. State Farm Mut. Auto. Ins. Co.*, 2009 WL 3634206 (9th Cir. 2009)
- *Anderson v. State Farm Mut. Auto. Ins. Co.*, 2008 WL 4867055 (9th Cir. 2008)
- *St. Paul Fire and Marine Ins. Co. v. Onvia, Inc.*, 196 P.3d 664 (Wash. 2008)
- *Zellmer v. Zellmer*, 188 P.3d 497 (Wash. 2008)
- *Polygon NW Co. v. American Nat'l Fire Ins. Co.*, 189 P.3d 777 (Wash. App. 2008)
- *Mutual of Enumclaw Ins. Co. v. Dan Paulson Constr. Co.*, 169 P.3d 1 (Wash. 2007)(*amicus*)
- *MacLean Town Homes, LLC v. Charter Oak Fire Ins. Co.*, 156 P.3d 278 (Wash. App. 2007)
- *KeyTronic Corp. v. St. Paul Fire and Marine Ins. Co.*, 139 P.3d 383 (Wash. App. 2006)
- *American Continental Ins. Co. v. Steen*, 91 P.3d 846 (Wash. 2004)
- *Lawrence v. Brooks*, 2004 WL 2095643 (Wash. App. 2004)
- *Microsoft Corp. v. American National Fire Insurance Co.*, No. 01-35721 (9th Circuit)
- *Hayden v. Mutual of Enumclaw Insurance Co.*, 1 P.3d 1167 (Wash. 2000)(*amicus*)
- *Snokist Growers v. Washington Insurance Guar. Assn.*, 922 P.2d 821 (Wash. App. 1996)
- *Nelson v. The Southland Corp.*, 894 P.2d 1385 (Wash. App. 1995)
- *RTC Transport, Inc. v. Walton*, 864 P.2d 969 (Wash. App. 1994)

#### EDUCATION

University of Washington, J.D., 1985

Washington State University, B.A., *cum laude*, 1981

#### ADMISSIONS

Washington State Bar, 1985

Hawaii State Bar, 2006

Montana State Bar, 2005

United States District Court, Eastern and Western Districts of Washington

United States Court of Appeals, Ninth Circuit

#### PROFESSIONAL RECOGNITION

AV®, Peer Review Rated by Martindale-Hubbell

*Washington Law & Politics*, "Super Lawyers" (2007-2014)

*Seattle Met Magazine*, "Top Lawyers", Insurance Practice Area (2010)

#### PROFESSIONAL & CIVIC AFFILIATIONS

American Bar Association

Washington State Bar Association

Montana State Bar Association

Hawaii State Bar Association

King County Bar Association

Defense Research Institute

Northwest Insurance Coverage Association

Washington Defense Trial Lawyers Association

#### PUBLICATIONS & PRESENTATIONS

Mr. Hampton has spoken at and chaired the annual Washington Defense Trial Lawyer Insurance Law Seminar, and delivered presentations to Northwest Insurance Claims Association and the Washington Appellate Judges' Conference. He is available to provide in-house presentations on insurance law topics, to insurance carriers, brokerages and third-party administrators.