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

WEST BEACH CONDOMINIUM, a  
Washington non-profit corporation,

Plaintiff,

v.

COMMONWEALTH INSURANCE  
COMPANY OF AMERICA, a foreign  
insurance company; NORTHBRIDGE  
GENERAL INSURANCE  
CORPORATION f/k/a  
COMMONWEALTH INSURANCE  
COMPANY, an alien insurance company,

Defendants.

No. 17-2-12136-3 SEA

ORDER GRANTING PLAINTIFF'S  
MOTION FOR PARTIAL  
SUMMARY JUDGMENT

Before the Court is Plaintiff's Motion for Partial Summary Judgment. The Court has reviewed the following materials submitted by the parties:

1. Plaintiff's Motion for Partial Summary Judgment;
2. Declaration of Todd C. Hayes in Support of Plaintiff's Motion for Partial Summary Judgment with exhibits thereto;
3. Declaration of Dave Gramann in Support of Plaintiff's Motion for Partial Summary Judgment with exhibits thereto;
4. Defendants' Opposition to Plaintiff's Motion for Partial Summary Judgment

ORDER GRANTING PLAINTIFF'S  
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SUMMARY JUDGMENT

Hollis R. Hill, Judge  
Courtroom W-965  
King County Superior Court  
516 3<sup>rd</sup> Avenue  
Seattle, WA 98104  
206-477-3720

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5. Declaration of Stephania Denton with exhibits thereto;
  6. Reply in Support of Plaintiff's Motion for Partial Summary Judgment; and
  7. Declaration of Charles K. Davis in Support of Plaintiff's Motion for Partial Summary Judgment with exhibits thereto,

5 AND HEREBY ORDERS that:

6 Plaintiff's Motion for Partial Summary Judgment is GRANTED. Plaintiff's motion does not seek  
7 an advisory opinion. *Sunbreaker Association v. Traveler's Ins. Co.*, 79 Wn. App. 368, 374 (1995).

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1. Defendants' all-risk policies cover damage from "faulty construction," "faulty maintenance," and "wind-blown rain." The policies refer to these perils without explicitly excluding them while other policies written by defendants explicitly exclude "faulty construction" and "faulty maintenance." *Greenlake Condo. v. Allstate*, 2015 WL 11988945 (W.D. Wash. 2015).
  2. The Policies cover damage resulting from the combination of excluded and non-excluded perils. Because none of these policies have "inverse efficient proximate cause" provisions losses resulting from excluded and non-excluded perils may be covered even if the efficient proximate cause of the damage occurred outside the policy period if it set in motion a causal chain that includes covered perils. *Vision One et al. v. Philadelphia Indemnity Insurance Co.* 174 Wn.2d 501, 521-522 (2011).
  3. Defendants are jointly and severally liable for all covered damage if some of that damage occurred during Defendants' policy periods *Eagle Harbor Condominium Association v. Allstate Insurance Co.*, 2017 WL 1316936 (W.D. WA 2017); and
  4. Defendants have the burden of proof regarding lack of fortuity. *ALCOA v. Aetna Cas. & Sur. Co.*, 140 Wn2d 517, 556 (2000); *port of Longview v. London MKT. Insurers*, 197 Wn. App. 1018 (2016).

19 DATED this 22<sup>nd</sup> day of December, 2017.

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HONORABLE HOLLIS R. HILL

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