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4 UNITED STATES DISTRICT COURT
5 WESTERN DISTRICT OF WASHINGTON
6 AT SEATTLE

7 ALAN ROBERTSON, et al.,

8 Plaintiff,

9 v.

10 INSURANCE AUTO AUCTIONS,
11 INC., et al.,

Defendants.

C17-1233 TSZ

MINUTE ORDER

12 The following Minute Order is made by direction of the Court, the Honorable
13 Thomas S. Zilly, United States District Judge:

14 (1) Defendants' Motion to Dismiss Amended Complaint for Failure to State a
15 Claim for Relief Under Rule 12(b)(6), docket no. 16 (the "Motion"), is GRANTED in
16 part and DENIED in part. The Court is satisfied that the Amended Complaint, docket
17 no. 13, alleges facts sufficient to state a plausible claim for breach of implied agreement
18 and breach of the implied duties of good faith and fair dealing, *see* Amended Complaint
19 at ¶¶ 42–46. *Ashcroft v. Iqbal*, 556 U.S. 662, 678, (2009). Plaintiffs have also stated
enough facts to reasonably infer that Plaintiffs were the procuring cause of the 110th
Business Court property transaction alleged in the Amended Complaint, ¶¶ 30–41. *Bell
Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). The Court DISMISSES without
prejudice Plaintiffs' promissory estoppel claim. *See* Amended Complaint at ¶¶ 51–55.
Plaintiffs have not identified any "clear and definite" statement that manifests an intent to
act in a specified way such that Plaintiffs were justified in relying on that statement.¹ *See*

20 ¹ The Amended Complaint only identifies two alleged statements underlying Plaintiffs'
21 promissory estoppel claim. *See* Amended Complaint at ¶ 52. But Plaintiffs point to three
22 statements in their Response to Defendants' Motion to Dismiss, docket no. 19, that they argue
23 support their promissory estoppel claim. *See id.* at 5 n.4. For the sake of clarity, the Court notes
that none of these statements constitute a "promise" under the standards discussed herein.

1 *Havens v. C & D Plastics, Inc.*, 124 Wash. 2d 158, 172, 876 P.2d 435 (1994); *Lacey*
2 *Marketplace Assocs. II, LLC, v. United Farmers of Alberta Co-op. Ltd.*, Nos. C13–
3 0383JLR, C13–0384JLR, 2015 WL 403165, at *9 (W.D. Wash. Jan. 28, 2015). Thus,
4 Plaintiffs have not alleged a cognizable “promise” for purposes of establishing a prima
5 facie estoppel claim. *See Klinke v. Famous Recipe Fried Chicken, Inc.*, 94 Wash.2d 255,
6 259, 616 P.2d 644 (1980). Furthermore, the alleged statements made by Defendant Peter
7 Doder to Plaintiffs were made as an agent on behalf of a disclosed principal. These
8 statements are therefore insufficient to individually bind Doder in contract under the facts
9 alleged in the Complaint. *Rho Co. v. Dep’t of Revenue*, 113 Wn.2d 561, 586, 782 P.2d
10 986 (1989). While Plaintiffs suggest that Doder could be liable in tort, *see Amended*
11 *Complaint at ¶ 54*, Plaintiffs do not assert any tort claim against Doder. Defendant Peter
12 Doder is therefore DISMISSED from this lawsuit without prejudice. Finally, the Court
13 DISMISSES without prejudice Plaintiffs’ request for attorneys’ fees. Plaintiffs have not
14 alleged any cognizable legal theory in support of this relief and their request is therefore
15 implausible. *Iqbal*, 556 U.S. at 678.

16 (2) The Clerk is directed to send a copy of this Minute Order to all counsel of
17 record.

18 Dated this 2nd day of March, 2018.

19 William M. McCool
20 Clerk

21 s/Karen Dews
22 Deputy Clerk