UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

Foremost Insurance Company Grand Rapids Michigan v. Patrick Lathrop, et al.

Foremost v. Lathrop · No. C25-5968 BHS · Decided January 16, 2026

SUMMARY

The court grants Foremost Insurance Company’s motion for summary judgment in a declaratory judgment action concerning its duty to defend and indemnify Patrick Lathrop. Applying Washington’s eight-corners rule, the court concludes that the underlying complaint alleges intentional torts not covered by the homeowners insurance policy. The court also holds that Lathrop is collaterally estopped from relitigating his self-defense claim because a criminal jury rejected that defense when it convicted him of first-degree assault.

CASE DETAILS

COURT	United States District Court for the Western District of Washington
WRITING FOR THE COURT	Benjamin H. Settle
JURISDICTION	United States District Court for the Western District of Washington
DECIDED	January 16, 2026
DOCKET	C25-5968 BHS
DISPOSITION	other
PROCEDURAL POSTURE	Foremost moved for summary judgment in a declaratory-judgment action seeking a declaration that it had no duty to defend or indemnify Patrick Lathrop in an underlying intentional-tort action.
STANDARD OF REVIEW	Summary judgment is appropriate where the movant is entitled to judgment as a matter of law; interpretation of an insurance contract is a question of law. The court applied Washington's eight-corners rule to the duty-to-defend issue and considered collateral estoppel based on the criminal conviction.
PRECEDENTIAL VALUE	unknown
PARTIES	Foremost Insurance Company Grand Rapids Michigan v. Patrick Lathrop, et al.

TOPICS

declaratory relief insurance | duty to defend | duty to indemnify | summary judgment | insurance

PRACTICE AREAS

insurance coverage | insurance litigation | civil procedure

QUESTIONS PRESENTED

1. Whether the allegations in Delano's underlying complaint potentially triggered Foremost's duty to defend under the homeowners insurance policy.
2. Whether the policy's intentional-act and crime exclusions barred coverage for Delano's intentional-tort claims.
3. Whether Lathrop was collaterally estopped from asserting that he used reasonable force in self-defense based on his criminal assault conviction.
4. Whether Foremost owed Lathrop a duty to indemnify him in the underlying action.

HOLDINGS

1. Under Washington's eight-corners rule, the duty to defend is determined from the allegations in the underlying complaint and the insurance policy. Because Delano's complaint unambiguously alleged that Lathrop intentionally assaulted and battered him, and those allegations were not conceivably covered, Foremost had no duty to defend.
2. Lathrop was collaterally estopped from relitigating the reasonableness of his use of force and asserting that the policy's reasonable-force exception preserved coverage.
3. Foremost had no duty to indemnify Lathrop because the policy did not cover the intentional acts underlying Delano's claim.

KEY QUOTATIONS

> *"In Washington, the duty to defend arises when an action is filed and is based on the potential for liability."* (at 3)

> *"If the insurance policy "conceivably covers" the complaint's allegations, the duty to defend is triggered."* (at 3)

> *"Foremost has no duty to defend or indemnify Lathrop in the underlying case as a matter of law."* (at 6)

FACTUAL BACKGROUND

Lathrop detained Stanley Delano outside a Safeway after mistakenly believing Delano was a shoplifter. When Delano resisted and attempted to flee, Lathrop shot him in the neck. Delano sued Lathrop for assault and battery, and Lathrop tendered the defense to Foremost under his homeowners policy. Lathrop asserted self-defense in the criminal prosecution, but a jury convicted him of first-degree assault, and the conviction was affirmed on appeal.

PROCEDURAL HISTORY

Lathrop tendered defense of Stanley Delano's civil action to Foremost under a homeowners insurance policy. Foremost initially defended under a reservation of rights and filed this declaratory-judgment action. Lathrop had been convicted of first-degree assault after asserting self-defense in the criminal trial, and the Washington Court of Appeals affirmed the conviction. The district court granted Foremost's motion for summary judgment, declared that Foremost had no duty to defend or indemnify Lathrop, directed the Clerk to enter judgment, and closed the case.

DISPOSITION

other

CASES CITED

- Woo v. Fireman's Fund Ins. Co., 161 Wn.2d 43, 52-54
- McDonald v. State Farm Fire & Cas. Co., 119 Wn.2d 724, 731
- Xia v. ProBuilders Specialty Ins. Co., 188 Wn.2d 171, 182
- Expedia, Inc. v. Steadfast Ins. Co., 180 Wn.2d 793, 803
- Grange Ins. Ass'n v. Roberts, 179 Wn. App. 739, 752
- Truck Ins. Exch. v. Vanport Homes, Inc., 147 Wn.2d 751, 761
- Kirk v. Mt. Airy Ins. Co., 134 Wn.2d 558, 563 n.3
- Amadeo v. Principal Mutual Life Insurance Co., 290 F.3d 1152, 1159
- Janjua v. Neufeld, 933 F.3d 1061, 1065
- Oyeniran v. Holder, 672 F.3d 800, 806, as amended (May 3, 2012)
- Wash. v. Lathrop, 31 Wn. App. 2d 1072 (Wash. App. July 23, 2024) (unpublished)
- Martinez v. Universal Underwriters Ins. Co., 819 F. Supp. 921, 923 (1992)
- Safeco Ins. Co. v. McGrath, 42 Wn. App. 58, 62
- Hadley v. Maxwell, 144 Wn.2d 306, 315