



**ACTION FOR BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING IN 50 STATES (PLUS D.C.)**

STATE	RECOGNIZES (Y/N)	CASE CITATION
Cal.	Y	<i>Carma Developers (California), Inc., v. Marathon Dev. Cal., Inc.</i> , 2 Cal. 4th 342, 372 (1992); <i>Helfand v. Nat'l Union Fire Ins.</i> , 10 Cal. App. 4th 869, 903 (1992), cert. denied, 510 U.S. 824 (1993); <i>Nelson v. Abraham</i> , 29 Cal. 2d 745, 750-51 (1947)
Ala.	Y	<i>Lake Martin/Alabama Power Licensee Ass'n, Inc. v. Alabama Power Co., Inc.</i> , 601 So. 2d 942, 944 (Ala. 1992); <i>Standard Plan, Inc. v. Tucker</i> , 582 So. 2d 1024, 1027 (Ala. 1991); <i>World's Exposition Shows v. Benevolent Protective Order of Elks, No. 148</i> , 237 Ala. 329, 331 (1939)
Alaska	Y	<i>Luedtke v. Nabors Alaska Drilling, Inc.</i> , 834 P.2d 1220, 1224 (Alaska 1992); <i>Guin v. Ha</i> , 591 P.2d 1281, 1291 (Alaska 1979)
Ariz.	Y	<i>Beaugureau v. Beaugureau</i> , 11 Ariz. App. 234, 236 (1970); <i>McCarthy W. Constructors, Inc. v. Phoenix Resort</i> , 821 P. 2d 181, 187 (Ariz. Ct. App. 1991)
Ark.	Y	<i>Ripplemeyer v. National Grape Co-op Ass'n, Inc.</i> , 807 F. Supp. 1439, 1459 (W.D. Ark 1992); <i>Howard P. Foley Co. v. J.L. Williams &amp; Co.</i> , 622 F.2d 402, 406-07 (8th Cir. 1980) (applying Arkansas law)
Colo.	Y	<i>Colorado Nat'l Bank of Denver v. Friedman</i> , 846 P. 2d 159, 172 (Colo. 1993)
Conn.	Y	<i>Garrity v. McCasky</i> , 223 Conn. 1, 10 (1992); <i>Neiditz v. Housing Auth. of Hartford</i> , 43 Conn. Supp. 283, 293, aff'd, 231 Conn. 598 (1995); <i>Commerce Int'l Co. v. United States</i> , 338 F.2d 81, 85 (Ct. Cl. 1964)
Del.	Y	<i>Coca-Cola Bottling Co. of Elizabethtown, Inc. v. Coca-Cola Co.</i> , 769 F. Supp. 599, 650, 652 (D. Del. 1991) (applying Delaware law), aff'd in part, rev'd in part, 988 F.2d 386 (3rd Cir. 1993); <i>Blish v. Thompson Automatic Arms Corp.</i> , 30 Del. Ch. 538, 569 (1948)
D.C.	Y	<i>Hais v. Smith</i> , 547 A.2d 986, 987 (D.C. 1988)



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<b>Fla.</b>	<b>Y</b>	<i>United States v. San Pedro</i> , 781 F. Supp. 761, 763 (S.D. Fla. 1991) (applying Florida law)
<b>Ga.</b>	<b>Y</b>	<i>Century 21 Mary Carr &amp; Assoc. v. Jones</i> , 204 Ga. App. 96, 97 (1992); <i>Crooks v. Chapman Co.</i> , 124 Ga. App. 718, 719 (1971)
<b>Haw.</b>	<b>Y</b>	<i>Hawaii Leasing v. Klien</i> , 5 Haw. App. 450, 456 (1985)
<b>Idaho</b>	<b>Y</b>	<i>White v. Unigard Mut. Ins. Co.</i> , 112 Idaho 94, 101 (1986)
<b>Ill.</b>	<b>Y</b>	<i>Unit Tranship, Inc. v. Soo Line R.R. Co.</i> , 905 F.2d 160, 163 (7th Cir. 1990) (applying Illinois law); <i>Chartand Equip. Co. v. Admiral Ins. Co.</i> , 609 F. Supp. 810, 812 (S.D. Ill. 1985); <i>Martindell v. Lake Shore Nat'l Bank</i> , 15 Ill. 2d 272, 286 (1958)
<b>Ind.</b>	<b>Y</b>	<i>Hamlin v. Steward</i> , 622 N.E.2d 535, 540-541 (Ind. Ct. App. 1993)
<b>Iowa</b>	<b>Y</b>	<i>Midwest Management Corp. v. Stephens</i> , 291 N.W.2d 896, 913 (Iowa 1980)
<b>Kan.</b>	<b>Y</b>	<i>Kansas Bapbtist Convention v. Mesa Operating Ltd. Partnership</i> , 253 Kan. 717, 724 (1993)
<b>Ky.</b>	<b>Y</b>	<i>Ranier v. Mount Sterling Nat'l Bank</i> , 812 S.W.2d 154, 156 (Ky. 1991); <i>Odem Realty Co. v. Dyer</i> , 242 Ky. 58, 61 (1932)
<b>La.</b>	<b>Y</b>	<i>Brill v. Catfish Sharks of Am., Inc.</i> , 727 F. Supp. 1035, 1039 (E.D. La. 1989); <i>National Safe Corp. v. Benedict &amp; Myrick, Inc.</i> , 371 So. 2d 792, 795 (La. 1979) (applying La. Civ. Code Ann. art. 1901 (West 1977))
<b>Me.</b>	<b>Y</b>	<i>United States v. H &amp; S Realty Co.</i> , 837 F.2d 1,4 (1st Cir. 1987); <i>Reid v. Key Bank of S. Me., Inc.</i> , 821 F.2d 9,



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		12 (1st Cir. 1987)
<b>Md.</b>	<b>Y</b>	<i>Zady Natey, Inc. v. United Food &amp; Commercial Workers Int'l Union, Local No. 27</i> , 826 F. Supp. 142, 146 (D. Md. 1992), <i>aff'd</i> , 995 F.2d 496 (4th Cir. 1993); <i>Food Fair Stores, Inc. v. Blumberg</i> , 234 Md. 521, 534 (1964)
<b>Mass.</b>	<b>Y</b>	<i>Hawthorne's, Inc., v. Warrenton Realty, Inc.</i> , 414 Mass. 200, 211 (1993); <i>Kerrigan v. City of Boston</i> , 361 Mass. 24, 33 (1972)
<b>Mich.</b>	<b>Y</b>	<i>Ferrell v. Vic Tanny Int'l Inc.</i> , 137 Mich. App. 238, 243 (1984); <i>Burkhardt v. City Nat'l Bank</i> , 57 Mich. App. 649, 652 (1975)
<b>Minn.</b>	<b>Y</b>	<i>Enviro-Fab, Inc. v. Blandin Paper Co.</i> , 349 N.W. 2d 842 848 (Minn. Ct App. 1984)
<b>Miss.</b>	<b>Y</b>	<i>Cenac v. Murry</i> , 609 So. 2d 1257, 1258, 1272-73 (Miss. 1992)
<b>Mo.</b>	<b>Y</b>	<i>Martin v. Prier Brass Mfg. Co.</i> , 710 S.W.2d 466, 473 (Mo. Ct App. 1986); <i>Faust &amp; Forden, Inc. v. Greenbaum</i> , 421 S.W.2d 809, 813 (Mo. 1967); <i>Rees v. Bank Bldg. &amp; Equip. Corp. of Am.</i> , 332 F.2d 548, 551-52 (7th Cir.) (applying Missouri law), <i>cert. denied</i> , 379 U.S. 932 (1964)
<b>Mont.</b>	<b>Y</b>	<i>Gates v. Life of Mont. Ins., Co.</i> , 196 Mont. 178, 184 (1982); <i>U.V. Indus., Inc. v. Danielson</i> , 184 Mont. 203, 219 (Mont. 1979)
<b>Neb.</b>	<b>Y</b>	<i>Gilbert Cent. Corp. v. Overland Nat'l Bank</i> , 232 Neb. 778 (1989)
<b>Nev.</b>	<b>Y</b>	<i>K-Mart Corp. v. Ponsock</i> , 103 Nev. 39, 48 (1987)
<b>N.H.</b>	<b>Y</b>	<i>Kantor v. Norwood Group</i> , 127 N.H. 831, 834 (1986); <i>Griswold v. Heat, Inc.</i> , 108 N.H. 119, 124, (1967)



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N.J.	Y	<i>Riveredge Assoc. v. Metropolitan Life Ins.</i> , 774 F. Supp. 892, 897 (D.N.J. 1991) (applying New Jersey law); <i>Nestle Foods Corp. v. Aetna Cas. &amp; Sur. Co.</i> , 842 F. Supp. 125, 128 (D.N.J. 1993) (applying New Jersey law); <i>Palisades Properties, Inc. v. Brunetti</i> , 44 N.J. 117, 130 (1965)
N.M.	Y	<i>Bourgeois v. Horizon Healthcare Corp.</i> , 117 N.M. 434, 438 (1994)
N.Y.	Y	<i>Ashland Management Inc. v. Janien</i> , 82 N.Y. 2d 395, 401-02 (1993); <i>Kirke La Shelle Co. v. Paul Armstrong Co.</i> , 263 N.Y. 79, 87 (1933)
N.C.	Y	<i>Gallimore v. Daniels Constr. Co.</i> , 78 N.C. App. 747, 751 (1986); <i>Weyerhaeuser Co. v. Godwin Bldg. Supply Co.</i> , 40 N.C. App. 743, 746 (1979)
N.D.	Y	<i>Dvorak v. American Family Mut. Ins. Co.</i> , 508 N.W.2d 329, 331 (N.D. 1993); <i>Seifert v. Farmers Union Mut. Ins. Co.</i> , 497 N.W. 2d 694, 698 (N.D. 1993)
Ohio	Y	<i>Davis &amp; Tatera, Inc. v. Gray-Syracuse, Inc.</i> , 796 F. Supp. 1078, 1087 (S.D. Ohio 1992); <i>Miles v. N.J. Motors, Inc.</i> , 44 Ohio App. 2d 351, 356, 358 (1975)
Okla.	Y	<i>Western Natural Gas Co. v. Cities Serv. Gas Co.</i> , 507 P.2d 1236, 1241 (Okla.), <i>appeal dismissed and cert. denied</i> , 409 U.S. 1052 (1972)
Or.	Y	<i>Pacific First Bank v. New Morgan Park Corp.</i> , 319 Or. 342, 360-62 (1994); <i>Oregon RSA No. 6 v. Castle Rock Cellular</i> , 840 F.Supp. 770, 776 (D. Or. 1993), <i>aff'd</i> 76 F.3d 1003 (9th Cir. 1996); <i>Perkins v. Standard Oil Co.</i> , 235 Or. 7, 16-18 (1963) (en banc)
Pa.	Y	<i>Somers v. Somers</i> , 418 Pa. Super. 131, 136 (1992); <i>LLMD of Mich., Inc. v. Marine Midland Realty Credit Corp.</i> , 789 F. Supp. 657, 660 (E.D. Pa 1992)



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<b>R.I.</b>	<b>Y</b>	<i>Bibeault v. Hanover Ins. Co.</i> , 417 A.2d 313, 319 (R.I. 1980); <i>Ide Farm &amp; Stable, Inc. v. Cardi</i> , 110 R.I. 735, 739 (1972)
<b>S.C.</b>	<b>Y</b>	<i>Tadlock Painting Co., v. Maryland Gas Co.</i> , 232 S.C. 498, 500 (1996); <i>Carolina Bank &amp; Trust Co. v. St. Paul Fire &amp; Marine Co.</i> , 310 S.E.2d 163, 165 (S.C. Ct. App. 1983); <i>Commercial Credit Corp. v. Nelson Motors, Inc.</i> , 247 S.C. 360, 366-67 (1966)
<b>S.D.</b>	<b>Y</b>	<i>K Lazy K Ranch, Inc. v. Farm Credit Bank</i> , 127 B.R. 1014, 1022 (D.S.D. 1991) (applying South Dakota Law)
<b>Tenn.</b>	<b>Y</b>	<i>TSC Indus., Inc., v. Tomlin</i> , 743 S.W.2d 169, 197 (Tenn. Ct. App. 1987); <i>Moore Const. V. Clarksville Dept of Elec.</i> , 707 S.W. 2d 1, 14 (Tenn. Ct. App. 1985)
<b>Tex.</b>	<b>Y</b>	<i>San Antonio v. Forgy</i> , 769 S.W.2d 293, 295 (Tex. Ct. App. 1989); <i>Aetna Cas. &amp; Sur. Co. v. Marshall</i> , 699 S.W. 2d 896, 907 (Tex. Ct. App. 1985), <i>aff'd</i> , 724 S.W.2d 770 (1987)
<b>Utah</b>	<b>Y</b>	<i>Andalex Resources, Inc. v. Myers</i> , 871 P.2d 1041, 1047 (Utah Ct. App. 1994); <i>Brown v. Weiss</i> , 871 P.2d 552, 564 (Utah Ct. App. 1994); <i>Zion's Properties, Inc. v. Holt</i> , 538 P.2d 1319, 1321 (Utah 1975)
<b>Vt.</b>	<b>Y</b>	<i>Capital Impact Corp. v. Munro</i> , 162 Vt. 6, 11 (1992); <i>Carmichael v. Adirondack Bottled Gas Corp.</i> , 161 Vt. 200, 208-09 (1993); <i>H.P. Hood &amp; Sons v. Heins</i> , 124 Vt. 331, 338 (1964)
<b>Va.</b>	<b>Y</b>	<i>A &amp; E Supply Co. v. Nationwide Mut. Fire Ins.</i> , 798 F.2d 669, 676-77 (4th Cir. 1986)(applying Virginia law), <i>cert. denied</i> , 479 U.S. 1091 (1987)
<b>Wash.</b>	<b>Y</b>	<i>Mayer v. Pierce County Med. Bureau</i> , 80 Wash. App. 416, 422 (1995); <i>Miller v. Othello Packers, Inc.</i> , 67 Wash. 2d 842, 844 (1966) (per curiam)



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<b>W.Va.</b>	<b>Y</b>	<i>Smith v. Buege</i> , 182 W.Va. 204, 208 (1989)
<b>Wis.</b>	<b>Y</b>	<i>Market Street Assoc. Ltd. Partnership v. Frey</i> , 941 F.2d 588, 592 (7th Cir. 1991) (applying Wisconsin law); <i>Chayka v. Santini</i> , 47 Wis. 2d 102, 108 (1970)
<b>Wyo.</b>	<b>Y</b>	<i>Four Nines Gold, Inc. v. 71 Constr., Inc.</i> , 809 P.2d 236, 239 (Wyo. 1991); <i>Husman, Inc. v. Triton Coal Co.</i> , 809 P.2d 796, 801 (Wyo. 1991)

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