Supreme Court No. 89873-1
Court of Appeals No. 42940-3-II

SUPREME COURT
STATE OF WASHINGTON

GREGG ROOFING, INC.,

Petitioner

v.

MUTUAL OF ENUMCLAW INSURANCE COMPANY,

Respondent

RESPONDENT MUTUAL OF ENUMCLAW'S ANSWER IN OPPOSITION TO PETITION FOR REVIEW

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1. INTRODUCTION

At the time of trial, Gregg Roofing had ten years of its financial records; four before the tort, and six after. CP 1635. When it came time to prove that its goodwill had been damaged, Gregg Roofing made a strategic decision not to rely on *any* of that data, and instead its president testified that it was impossible to even guess at the value of that claim:

> Q. All right. ***So you're not putting any numbers, you're not bringing out any documents, you're just going to let the jury decide what that is.***
>
> A. ***That's correct.*** (RP 1626)

Washington law is resolute that a plaintiff claiming harm to its reputation must prove the value of that damage with whatever definiteness and accuracy the facts permit. This Court has explicitly recognized five different methodologies that can be employed to estimate the harm to a business's goodwill. Here, Gregg Roofing's decision to eschew all of them, to just let "the jury decide what that is," did not meet the minimum standards for establishing substantial evidence in support of the $1.5 million award for damage to its goodwill. The Court of Appeals correctly ordered a new trial. That decision is entirely consonant with Washington case law, and does not implicate any Constitutional rights. Mutual of Enumclaw respectfully requests that this Court deny review.

2. RE-STATEMENT OF THE CASE

Gregg Roofing, like Mutual of Enumclaw, was among those who were unfortunate enough to cross paths with Robert Lowrie. Mr. Lowrie was a claims adjuster at Mutual of Enumclaw who had secretly made a deal with Donald Chill, the owner of a construction company. Op. ¶ 3. When Mr. Lowrie was adjusting a loss to property insured by Mutual of Enumclaw, he would see to it that Chill was hired to do the repairs. In exchange, Mr. Lowrie received gifts and kickbacks. *Id*. Mutual of Enumclaw knew nothing of Mr. Lowrie's dishonesty, and there is absolutely no evidence that it should have.

In the case at bar, the Parkside Church had a leaking roof, and had hired Gregg Roofing to perform repairs in 2005. Op. ¶ 2. While those repairs were underway, the church realized that some of the damage might be covered by its Mutual of Enumclaw insurance policy, so it made a claim; unfortunately, Mr. Lowrie was assigned to it. *Id*. He visited the church, dispatched Gregg Roofing, and brought in Mr. Chill's company to do the work. Op. ¶ 3. Not knowing about Mr. Lowrie's scheme, Mutual of Enumclaw paid Chill and other contractors to take care of the leaking roof and the other damage at the church, for a total cost of $2,345,537.66. *Id*.

Being subrogated to the church, Mutual of Enumclaw believed that some of the damage it had paid to repair had been caused by Gregg

Roofing's failure to keep the jobsite appropriately sealed off from the weather. Op. ¶ 4. Mutual of Enumclaw sued Gregg Roofing to recover those damages. Gregg Roofing asserted counterclaims for various causes of action, including tortious interference with a business relationship, stemming from Mr. Lowrie's role in replacing Gregg Roofing with Mr. Chill on the project. CP 11 *et seq*.

During discovery, Mutual of Enumclaw sought to evaluate Gregg Roofing's claim for interference with its business relationship. Specifically, Mutual of Enumclaw issued interrogatories requesting that Gregg Roofing identify its alleged damages relating to its counterclaims, and the method Gregg Roofing used to calculate these damages. Op. ¶ 6, CP 1656. Gregg Roofing responded in November 2009 as follows:

> Based on the discovery to date, GRI claims damages are at least $15,301.07. Further analysis of GRI's damages is ongoing. GRI reserves the right to supplement its response. GRI contracted to re-roof the Parkside Church roof for $16,212 plus the cost for replacing dry-rot. GRI performed dry-rot labor on the Parkside Church in the amount of $1,710. GRI was eventually paid $12,620.93 for its work on the Parkside Church roof. Accordingly, GRI sustained expectation interest damages in the amount of $5,301.07. Further, GRI contends that its business reputation and business was damaged ***in the amount of at least $10,000***.
>
> *Id*. (emphasis added).

Mutual of Enumclaw also sent Gregg Roofing requests for production for documentation of its alleged loss to its reputation. More

than ten months after these discovery requests were served, Gregg Roofing's president, Allen Tiffany, testified at his deposition that he had not bothered to retrieve responsive records from his attic, even though "[w]e save everything for ten years. It's a matter of getting up in the attic and finding them." CP 1635. His only excuse was that his secretary had been on a leave of absence. *Id*. He did, however, testify that Gregg Roofing's revenue had *increased* every year from the year of the Church job (2005) until 2009, when it did decrease significantly. *Id*. "But," explained Mr. Tiffany, "that doesn't have anything to do with the Parkside Church. That's just the general economy. . ." CP 1635.

Also at his deposition, Mr. Tiffany testified that Gregg Roofing's "reputation" was the same thing as its "goodwill", and stated that he had not calculated the value of the harm he alleged to it. CP 1635.

Immediately before trial in September 2011, the court ruled that Gregg Roofing could not rely on tax records retrieved from Mr. Tiffany's attic because it had intentionally failed to produce them in discovery. RP 76-85. At trial, despite his knowledge of the existence of ten years of financial documents, Mr. Tiffany specifically told the jury that it was impossible to estimate the value of the harm to Gregg Roofing's reputation, and expressly invited the jury to make up a number out of whole cloth.

> Q. There are no documents that support any claim of financial loss for damage to your reputation; correct?
>
> A. ***That's correct. How do you put a number on that?*** (RP 1667)
> . . . .
>
> Q. All right. ***So you're not putting any numbers, you're not bringing out any documents, you're just going to let the jury decide what that is.***
>
> A. ***That's correct.*** (RP 1626)
> . . . .
>
> Q. Okay. ***And you didn't put a number on the damage to reputation today, did you***?
>
> A. ***No.***
>
> Q. Are you asking the jury to make up their mind based upon the evidence that they've heard if they conclude that your contract was interfered with by Mutual of Enumclaw's agent, Mr. Lowrie, and that contract was breached because of that –
>
> A. Yes.
>
> Q. -- are you asking them to use their own good judgment to figure out how much that's worth to your business?
>
> ***A. I'm praying that.*** (RP 1673).

The jury rejected Mutual of Enumclaw's claim that Gregg Roofing was liable for the rain damage, and found that Mutual of Enumclaw's agent, Mr. Lowrie, had interfered with Gregg Roofing's contractual

relations. Op. ¶ 13. On that claim, without any evidence to support the amount of damages, the jury awarded $1.5 million to Gregg Roofing. *Id*.

On Mutual of Enumclaw's appeal, the court of appeals ruled that corporate "reputations" are synonymous with their goodwill, and that damage to corporate goodwill is an economic harm that must be supported by *some approximation* of amount. The court remanded the case for a new trial of the damages issue. Gregg Roofing petitions this Court for review.

3. ARGUMENT WHY REVIEW SHOULD BE DENIED

a. Washington law does not permit presumed damages for interference with contractual relations. To recover on this cause of action, the plaintiff must prove the amount of its damages with the definiteness and accuracy that the facts permit.

The only cause of action at issue in this appeal is interference with contractual relations. Under this theory, Gregg Roofing seeks recovery for alleged damage to its "reputation," which it acknowledges is the same thing as its corporate goodwill. CP 1635. Gregg Roofing's primary complaint with the Opinion is that it requires it a degree of precision in proof of loss to goodwill that prior cases have rejected. This is false. The Opinion requires nothing more than an approximation, based on the data available to the plaintiff *under the circumstances*, which is entirely consistent with established law. Gregg Roofing's Petition demands relief at the entirely opposite end of the spectrum: $1.5 million with *no* proof

that this number has *any* relationship to its alleged loss. To get there, Gregg Roofing misapplies this Court's *defamation* jurisprudence to argue that it is entitled to damages, without proof of amount, known in the defamation context as "presumed damages." These cases have no application outside of the narrow defamatory context.

Gregg Roofing also analogizes to cases where natural persons have proven entitlement to substantial damages for injury to their dignity when their reputations are harmed. Even in that type of case, the plaintiff must still prove its damages with the accuracy and precision the facts permit, but no more. The fact that natural persons can recover for mental distress does not mean that a business is entitled to a $1.5 million award for economic damage to its corporate goodwill with *no* proof that even *tends* to establish an amount of loss. The Court should decline Gregg Roofing's invitation to substantially restructure the law of tort damages.

i. No "presumed damages," which are damages without proof of amount, are available outside of defamation per se.

In its citation to authority, Gregg Roofing inaptly attempts to analogize to defamation *per se* cases where plaintiffs have been awarded substantial damages having submitted no approximation of actual harm. The law of defamation occasionally, and under conditions that are *tightly* constrained by the Constitution, permits this result. *See, eg.* ***Maison de***

France, Ltd. v. Mais Oui!, Inc., 126 Wn. App. 34, 108 P.3d 787 (2005). Here, Gregg Roofing urges the Court to accept review in order to vindicate an alleged right to substantial unproven damages for interference with contractual relations. Doing so is not "required" by Washington precedent; it is prohibited by it.

The availability of presumed damages in cases of proven libel *per se* is unusual in the law, and an exception to the well-established bases on which damages must usually be established. For example, in the case of ***Maison de France,*** 126 Wn. App. 34, cited by Gregg Roofing as an example of a business being entitled to recover without proving the amount of its damages, division one of the court of appeals recognized that the plaintiff was not only irreversibly destined for bankruptcy before the defamatory statements were made, but that the trial court correctly concluded that the actionable defamation resulted in *no* actual damages.[1]

This finding would have ended the case under any recovery theory other than libel *per se*. In Washington, "Generally, the measure of damages in tort actions is the amount that will adequately compensate for

[1] This feature of defamation is expressed in the Restatement: "One who falsely publishes matter defamatory of another in such a manner as to make the publication a libel is subject to liability to the other although no special harm results from the publication." Restatement (Second) of Torts § 569 (1977). This contrasts with the Restatement's limit on recovery for interference with contractual relations to "***actual*** harm to reputation." Restatement (Second) of Torts § 774A. *(emphasis added).*

the loss suffered as the direct and proximate result of the wrongful act." ***Puget Sound Power & Light Co. v. Strong***, 117 Wn.2d 400, 403, 816 P.2d 716 (1991). In ***Maison de France***, however, the court sustained the trial court's finding that the plaintiff had suffered *no* actual damages, but remanded for a jury determination of the amount of either nominal *or substantial* presumed damages, because the plaintiff had proven libel *per se*. 126 Wn. App. 34. The case at bar is not a defamation case, and there is no legal support for Gregg Roofing's proposition that a plaintiff, be it a corporation or natural person, may recover presumed, unproven damages under a cause of action for interference with contractual relations.

ii. Outside of defamation, a plaintiff must provide a reasonable basis for estimating the value of its allegedly harmed reputation.

A plaintiff (in a case other than one based on defamation) must provide "evidence upon which the award [of damages] is based." ***Bunch v. King County Dep't of Youth Servs.***, 155 Wn.2d 165, 180, 116 P.3d 381 (2005). For Gregg Roofing to establish injury to its corporate goodwill, it was obligated to produce evidence of damage sufficient to reasonably approximate the loss without subjecting the trier of fact to mere speculation or conjecture. ***Fed. Signal Corp. v. Safety Factors, Inc.***, 125 Wn.2d 413, 443, 886 P.2d 172 (1994). Although the plaintiff *need not*

show the precise amount of damages with mathematical certainty, the value must be supported by competent evidence in the record. *Id*.

In ***Lewis River Golf, Inc. v. O.M. Scott & Sons***, 120 Wn.2d 712, 845 P.2d 987 (1993), this Court specifically considered what constituted evidence sufficient to support a verdict for damage to a business's goodwill. The Court recognized that the issue of certainty is more concerned with the fact of damages than the amount, and that mathematical certainty is not required. *Id*. But while acknowledging that an estimate of harm to commercial goodwill is "often at best approximate," the Court also held that these damages "have to be ***proved with whatever definiteness and accuracy the facts permit***, but no more." *Id. at* 718 *(citations omitted, emphasis added)*. The Court went on to rule that Lewis River Golf had met this standard by providing estimates of the value of its corporate goodwill before and after the harmful event. *Id*.[2]

Here, Gregg Roofing chose literally to leave in the attic all ten years of financial records that could have been used to estimate the alleged value of its lost goodwill. Gregg Roofing *is incorrect* that the court of appeals required it to prove the damage to its goodwill with mathematical precision. However, the facts of this case permitted Gregg Roofing to

[2]This was identical to one of the five approved, non-exclusive methods of proving loss of business goodwill recounted in ***In re Marriage of Hall***, 103 Wn.2d 236, 692 P.2d 175 (1984).

present an estimate based on the same kind of financial records that were available to Lewis River Golf, Inc. As the court of appeals correctly ruled, Gregg Roofing did not meet this minimum requirement by electing to leave its financial records gathering dust, violating its discovery obligations, and pretend at trial that those records did not exist, preferring to "pray" that the jury would come up with a number devoid of guidance.

b. ***Fisons*** *does not stand for the proposition that there need be no proof of damages to recover for reputational harm.*

Gregg Roofing relies heavily, although mistakenly, on the case of ***Washington State Physicians Ins. Exch. & Ass'n v. Fisons Corp.***, 122 Wn.2d 299, 858 P.2d 1054 (1993). In that case, a $1.085 million dollar award for harm to a doctor's reputation survived a motion to remit, both at the trial court and before the Supreme Court. *Id.* A patient had died as the result of taking medication prescribed by Dr. Klicpera. The patient's family sued him, and statewide and national media reported the allegations, along with a comment by the drug company that the death was the result of the physician's incompetence. *Id.* It was subsequently discovered that the drug manufacturer was aware of the risk of the complication suffered by the patient, but had elected not to share that information with prescribing doctors. *Id.* Dr. Klicpera brought a Consumer Protection Act claim against the drug maker, alleging, *inter alia*, resulting damage to his

professional reputation. *Id*. The drug company appealed, arguing there was no evidence of any dollar value of the reputational harm. *Id*.

In affirming the award, this Court cited the physician's testimony of the qualitative experiences he endured:

> Dr. Klicpera essentially testified that he thought there was certainly ***a loss to his reputation in the community, and that other physicians had been ignoring him and that he no longer enjoyed his practice and had taken steps to find administrative work.***
>
> *Id. at 331*.

Gregg Roofing continues to emphasize that this Court held that Dr. Klicpera's failure to present any evidence to support the *amount* of the loss to his reputation did not imply a failure to present substantial evidence to support the million dollar award, as least under a deferential standard of review. Gregg Roofing reasons that damage to its corporate goodwill is legally indistinguishable from the harm to Dr. Klicpera's professional reputation, and thus the court of appeals erred in holding it to a different standard. Gregg Roofing misreads ***Fisons.***

The relevant difference between ***Fisons*** and the case at bar is that the harm being measured is substantially different. The evidence that this Court considered sufficient to support Dr. Klicpera's reputational injury was entirely non-pecuniary; it was *not* a legal surrogate for damage to Dr. Klicpera's financial loss. The evidence was that there was national press

coverage describing his misdeeds. Other doctors would not look him in the eye. He felt so ostracized by the medical community to which he had committed his entire professional life that he quit and sought work as an administrator. How much is that worth? How can one measure, as the court of appeals put it, the "sting" of these indignities? By presenting evidence that harm had occurred, Dr. Klicpera simultaneously satisfied the ***Lewis River*** requirement of presenting the best evidence that the facts permitted of the value of that harm. Because the harm was non-pecuniary, there was no additional financial proof he needed to present.

In that context, this Court conferred the appropriate level of deference to the jury charged with translating that non-pecuniary loss into a dollar figure. In explaining its decision to leave the award intact, the Court quoted a passage from ***Washburn v. Beatt Equip. Co.***, 120 Wn.2d 246, 268–69, 840 P.2d 860 (1992), that had been originally penned in ***Bingaman v. Grays Harbor Comm'ty Hosp.***, 103 Wn.2d 831, 835–37, 699 P.2d 1230 (1985):

> The determination of the amount of damages, *particularly in actions of this nature*, is primarily and *peculiarly* within the province of the jury, under proper instructions, and the courts should be and are reluctant to interfere with the conclusion of a jury when fairly made.
>
> ***Fisons Corp.***, 122 Wn.2d at 329. *(emphasis added)*

The meaning of the phrases "particularly in actions of this nature" and "peculiarly within the province of the jury" is elucidated in the cases the Court cited in ***Fisons***. First, in the original source, ***Bingaman***, the defendant challenged the amount of the jury's award to a young mother that died an agonizingly pain death from unnecessary complications related to childbirth. ***Bingaman***, 103 Wn.2d at 835.

Similarly, in ***Washburn***, and citing ***Bingaman***, the Court was faced with another "action of this nature," where the jury had put a dollar value on the defendant's injuries from an explosion; flames were shooting out from his whole body, and his skin was "literally falling off." ***Washburn***, 120 Wn.2d at 271. Measuring this loss was "peculiarly within the province of the jury."

The Court in ***Fisons*** was explicit by its invocation of ***Bingaman*** and ***Washburn*** that it viewed the measurement of Dr. Klicpera's reputational harm to be "peculiarly within the province of the jury" because it was an "action of *this* nature." "This nature" means the translation of a non-pecuniary harm into dollar damages. In sum, ***Fisons*** does not stand for the proposition that substantial damages for injury to reputation can be recovered with no proof of damages; it stands for the proposition that *because* Dr. Klicpera's damages were non-pecuniary, evidence of the sting of humiliation he suffered *was* evidence of damage.

Gregg Roofing understands this distinction, and attempts to circumvent it by arguing that this is not what the Court possibly could have meant, having earlier ruled that Dr. Klicpera had no cause of action for his mental "pain and suffering" under the Consumer Protection Act. ***Fisons Corp.***, 122 Wn.2d at 318. To complete Gregg Roofing's syllogism, because no emotional distress damages were available, the ***Fisons*** Court *must* have been endorsing the legal principle that evidence that Dr. Klicpera's reputation *had* been damaged was sufficient to create an entitlement to presumed (unproven) substantial damages, just like those available to a defamation *per se* plaintiff.

Of course, ***Fisons*** says nothing like that. The error in Gregg Roofing's logic is that there is no inconsistency between the proposition that Dr. Klicpera could not recover under the CPA for his emotional distress associated with accidentally killing a child, and the proposition that damages to his professional reputation, properly compensated under the CPA, would be measured from his first-person perspective. That is to say that damage to his professional dignity was an "action of *this* nature," in which non-pecuniary harm is measured with dollars. In this respect, the holding of ***Fisons*** is not that a plaintiff is entitled to presumed (unproven) damages for economic harm to its reputation; it is that the sting a person

experiences when his treasured professional reputation is destroyed *is* an "injury to the plaintiff's business," compensable under the CPA.

In distinguishing ***Fisons***, the court of appeals relied on the fact that Gregg Roofing, as a corporate entity, could not suffer the same kind of dignitary injury to its professional "reputation" that Dr. Klicpera, as a natural person, could. This holding is neither extreme nor surprising. Reflecting on the character of limited liability entities, this Court recently noted that, "corporations, by their very nature as artificial creatures, are impersonal, possessing neither emotions nor sentiments. . . " ***State v. Evans***, 177 Wn.2d 186, 194, 298 P.3d 724 (2013) *(citations omitted)*.

That is not to say, by any means, that a corporation cannot suffer harm to its reputation as a result of interference with contractual relations. The court of appeals opinion is explicit that it *can*, with the caveat that its "reputation" is its corporate goodwill, which is an economic asset, not a dignitary one. And that when a corporate plaintiff seeks to prove harm to this economic asset, it must adduce *some* economic proof, as the plaintiff did in ***Lewis River***, or according to any of the five non-exclusive methodologies recommended in ***In re Marriage of Hall***, 103 Wn.2d 236, 692 P.2d 175 (1984).[3] In sum, where a jury is asked to measure a

[3] The ***In re Marriage of Hall*** methods were the source of the court of appeals' comment that "Washington law provides five different methods for calculating the value of a business's goodwill." *Opinion at 16*. The opinion cites ***ExperienceHendrix, LLC v.***

quantifiable economic loss in economic terms, it is not an "action of *this* nature;" it is not a case where proof that a harmful event *happened* is all that is required for a jury to reduce a non-pecuniary injury to a dollar award. Here, the court of appeals correctly held Gregg Roofing's decision to avoid *any* attempt to show the value of the alleged diminution of its corporate goodwill deprived the jury of substantial evidence on which to base a $1.5 million verdict.

Because the Court in ***Fisons*** was testing the "reputation" verdict for substantial evidence of a non-pecuniary harm, while the court of appeals in this case was testing the "corporate goodwill" verdict for substantial evidence of economic loss, the cases are distinguishable. ***Fisons*** neither requires nor permits presumed damages. Both were correctly decided, and there is no conflict between them. The Court should deny the Petition for Review.

c. The court of appeals opinion does not violate any Constitutional guarantees.

i. There was no violation of Gregg Roofing's Constitutional right to trial by jury.

There is no merit to Gregg Roofing's contention that the court of appeals' Opinion deprived it of its right to a jury under Wash. Const. Art.

Hendrixlicensing.com, Ltd., 2011 WL 4402775(W.D.Wash.2011), but ***In re Marriage of Hall*** was the source of those methods recited in the federal district court case.

I, § 21. There is no doubt that courts have the right, and the duty, to vacate a verdict that is unsupported by substantial evidence, and that a court can do so without violating the plaintiff's right to have its damages determined by a jury. Both of the primary cases cited by Gregg Roofing specifically acknowledge this power, while cautioning that it be employed sparingly. ***Sofie v. Fibreboard Corp.***, 112 Wn.2d 636, 637, 771 P.2d 711, 712 (1989), and ***Washburn v. Beatt Equip. Co.***, 120 Wn.2d 246, 273, 840 P.2d 860, 875 (1992). Thus, if the court of appeals was correct that there was no substantial evidence sufficient to support the verdict (and it was), then vacating the verdict does not deprive Gregg Roofing of its right to have its damages claim evaluated by a jury; it had no such right. In fact, the act of remanding a case for a new trial when it was previously defectively submitted is a *safeguard* of the right to a jury trial, not a threat to it.

It is also important to note that the Constitutional right to a jury, as it arose in both ***Sofie*** and ***Washburn***, concerns respect for the jury's translation of grievous non-pecuniary damages into a dollar award. Here, there was no evidence of non-pecuniary loss, no non-pecuniary losses could be suffered as a matter of law, and there was no evidence to support an award of economic damage to Gregg Roofing's goodwill. The concern that a court will substitute its own opinion for that of the jury is much less

acute in this context, and where there was no evidence at all to support an award for economic harm, the concern dissolves entirely.

ii. There was no violation of Gregg Roofing's right to Equal Protection.

Finally, Gregg Roofing asserts a violation of its right to equal protection under the law, as guaranteed by the 14th Amendment to the U.S. Constitution, and under the Washington Constitution's privileges and immunities clause. U.S. Const. amend. XIV, § 1; Wash. Const. Art. I, § 12. This argument is based on the premise that because an individual can recover for the personal harm of loss of dignity as an element of reputational harm, while that remedy is denied to corporations, the corporation is impermissibly relegated to an inferior class.

The difference in measuring of harm for a natural person's impaired reputation, versus damage to corporate goodwill, however, results from the fact that the kind of harm human beings and corporations suffer are not perfectly coextensive. As the United States Supreme Court poignantly noted, "The Fourteenth Amendment is not a pedagogical requirement of the impracticable. . ." ***Dominion Hotel v. State of Arizona***, 249 U.S. 265, 268, 39 S.Ct. 273, 274, 63 L.Ed. 597 (1919). In ***Nilsen v. Davidson Indus., Inc.***, 226 Or. 164, 171, 360 P.2d 307 (1961), the supreme court of Oregon recognized that courts have frequently sustained

separate legal classifications for individuals and corporations against equal protection challenges. "Of course, a corporation may not be separately classified merely because it is such, but different treatment of corporations may be justified in view of . . . peculiar characteristics of corporations as distinguished from natural persons." *Id*. It should come as no surprise that corporations, which are "artificial creatures, are impersonal, possessing neither emotions nor sentiments. . . " (***State v. Evans***, 177 Wn.2d at 194) cannot recover for alleged emotional and sentimental harms. This is not a failure of equal protection. The court of appeals Opinion does not violate Gregg Roofing's right to equal protection of the law.

4. CONCLUSION

Because the Court of Appeals Opinion is consonant with the precedent of this Court, the precedent of other court of appeals opinions, and violates none of Gregg Roofing's Constitutionally protected rights, Mutual of Enumclaw respectfully requests that the Court deny the Petition for Review.

Respectfully submitted this 3rd day of March 2014.

HACKETT, BEECHER & HART
/s/*
Brent W. Beecher, WSBA #31095
Attorneys for Respondents Linvog
*Original Signature on File

CERTIFICATE OF SERVICE

I, Nancy Boyd, declare that on the date noted below, I caused to be delivered via ABC legal messengers, Respondent Mutual of Enumclaw's *ANSWER IN OPPOSITION TO PETITION FOR REVIEW* to:

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I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed in Seattle, Washington this 3rd day of March 2014.

/s/*
Nancy Boyd
*Original Signature on File