No. 90893-1

IN THE SUPREME COURT

OF THE STATE OF WASHINGTON

C.P.B. & L. Trust

Petitioner,

v.

The Port of Tacoma,

Respondent

RESPONDENT'S OPPOSITION TO PETITION FOR REVIEW

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I. INTRODUCTION

Discretionary review should not be accepted in this case because the case raises no policy issues, no conflicting precedent, no constitutional issues and no issues of public interest–substantial or otherwise. It is a simple case of contract interpretation, which resulted in an unpublished decision of no precedential value (which, thus, cannot conflict with other decisions, or create an issue of substantial public interest). The Court of Appeals accurately characterized this case by stating:

> [T]he dispute at issue involves the Trust' s contractual obligations under the escrow agreement, in which the Port agreed to release the Trust from MTCA liability in exchange for the Port's right to seek reimbursement for future environmental cleanup costs from the $500,000 portion of the property's purchase price deposited in escrow.

Decision at p. 8, f.n. 6.[1] Contrary to the Trust's[2] somewhat florid assertions, this case is not about whether a "creditor beneficiary" may be held liable under MTCA, nor is it about the equitable allocation of MTCA liability. These issues are red herrings that, as the Court of Appeals correctly observed, are irrelevant. Similarly, the Trust strains to

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[1]The Court of Appeals' decision affirming the Trial Court's grant of summary judgment in this case, described *infra.* in Section III.

[2]Petitioner, C.P.B. & L. Trust ("Trust").

manufacture issues regarding such well settled legal principles as methods of computing time under contracts, distinguishing escrow agreements from guarantees, and the equal protection clauses of the state and federal constitutions.

None of the Trust's arguments are grounded in the record or in law. This case is simply the latest in the Trust's series of baseless arguments challenging the lower court's decisions which were unfavorable to the Trust. The Court of Appeals' simple description of the case (set forth above) and its decision on the merits are correct and no further review is warranted or appropriate under RAP 13.4(b).

II. IDENTITY OF RESPONDENT

The respondent is the Port of Tacoma, a Washington municipal corporation ("Port").

III. COURT OF APPEALS DECISION

The Court of Appeals' decision affirming the Trial Court's grant of summary judgment, which was filed July 8, 2014 (unpublished) ("Decision"), and the Court of Appeals' order denying the Trust's motions for reconsideration and to publish, which was filed by order dated

September 2, 2014. Pet.[3], Appendix A, pp. A-1 to A-25.

IV. ISSUES PRESENTED

The only issue presented here is whether the Trust's Petition has raised any considerations justifying Supreme Court review. It has not, and there is no basis upon which the Supreme Court should accept review. The Trust has not established any of the specific grounds for the Supreme Court to accept review as required by RAP 13.4(b), which provides that a petition for review will be accepted *only* if the decision fits within one of the four prescribed categories: (1) it conflicts with another Court of Appeals decision or (2) a Supreme Court decision, (3) it involves a significant question of law under the state or federal constitutions, or (4) an issue of substantial public interest. Although the Trust uses a shotgun approach asserting all four grounds, the Trust fails to explain how the Court of Appeals' decision meets any of these criteria. Pet. at pp. 1-2.

Further, the Trust's issue statements are so lacking in description, explanation and citation to the record that they are largely unintelligible. The Trust's arguments do not meet the requirements of RAP 13.4(c)(7), which requires "A direct and concise statement of the reason why review

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[3]Trust's "Motion For Discretionary Review", filed September 30, 2014, which the Port responds to as a petition for review (hereinafter referred to as Petition or "Pet.").

should be accepted under one or more of the tests established in section (b), with argument." None of the Trust's arguments are a "direct and concise statement of the reason why review should be accepted" at all. Further, the Trust fails to explain, and thus leaves the Port and the Supreme Court to guess at how any of its arguments relate in any way to any "of the tests established in section (b)" of RAP 13.4. Neither the Court nor the Port should have to go further to address the Trust's arguments. However, out of an abundance of caution, and without waiving any of its foregoing objections, the Port addresses each of the Trusts "issues".

1. No conflict with a decision of this Court or the Court of Appeals. RAP 13.4(b)(1) and (2).

The Court should not consider the Trust's first two stated issues which correspond to subsections (1) and (2) of RAP 13.4(b), because the Trust fails to identify *any* appellate court decision that is in conflict with the Decision. Instead, the Trust cryptically lists various categories of general legal principles without description or explanation, and then presents citations to cases without pin cites or descriptions of the relevant holdings in the cited cases, much less any explanation of how the Decision allegedly conflicts with any of these opinions. This utter lack of explanation, proper citations, and argument makes it impossible for the

Port to respond to these purported "issues" and fails to meet the criteria of RAP 13.4(b)(1)-(2). Pet. at pp. 1-2. The Court should decline to review these purported issues because the Trust has not complied with RAP 10.3 and 10.4. RAP 13.4(e); *State v. Marintorres*, 93 Wn. App. 442, 452 (1999) (appellate court will not consider arguments where the proponent fails to identify any specific legal issues or cite any authority because it does not comply with RAP 10.3 and 10.4 pertaining to the content of briefs).

2. No question of law under either the state or federal constitution. RAP 13.4(b)(3).

The Trust fails to articulate an equal protection challenge. To make out an equal protection claim, the claimant must first establish his classification by showing he was treated differently from others who were similarly situated. *State v. Osman*, 157 Wn.2d 474, 485 (2006). The Trust makes no showing even remotely close to the foregoing. The Trust's assertion of an equal protection violation as a constitutional question comes down to the Trust's general dissatisfaction with the lower court's decisions. The crux of the Trust's equal protection argument can be found in the following quote from the Trust's petition for review:

This [Washington's equal protection law] requires that a

> person similarly situated with respect to the legitimate purposes of the law is required to receive like treatment, **and not have every ruling go against him** even when there is no evidence to support such a ruling.

Pet. at p. 18 (emphasis supplied). The Court of Appeals correctly recognized this aspect of the Trust's equal protection argument and appropriately commented:

> To the extent that the Trust argues the superior court violated its equal protection rights by reaching a decision unfavorable to the Trust, such argument lacks support and merit.

Decision at p. 8. That this is the real basis of the Trust's equal protection challenge is apparent from the lack of reasoned argument grounded in the record and law, in the Trust's petition for review. The Trust fails to demonstrate how the trial court or the Court of Appeals treated it differently from the treatment accorded other similarly situated persons. This does not rise to "... a significant question of law under the Constitution of the State of Washington or of the United States...." Not liking the outcome of a case is not, by itself, a basis for an equal protection challenge. The Supreme Court should not accept review of this issue.[4]

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[4]Additionally, the Trust failed to adequately raise this issue in the Court of Appeals:

> In support of these arguments, the Trust cites only the general equal protection provisions of the Washington and United States

3. No issue of public interest. RAP 13.4(b)(4).

The Decision is necessarily devoid of any substantial public interest by virtue of being unpublished. *See, e.g. State v. Fitzpatrick*, 5 Wn. App. 661, 668-669 (1971)(opinions not to be published if decision is not of general public interest or importance; unpublished opinions do not become a part of the common law of the state of Washington); GR 14.1; *Skamania County v. Woodall*, 104 Wn. App. 525, 536 (2001)(unpublished opinions have no precedential value and should not be cited or relied upon in any manner). The Court of Appeals decision further lacks substantial public interest because it does not pose a threat to commercial lending practices despite the Trust's attempts to mischaracterize it that way. Contrary to the Trust's argument, the Court of Appeals did not hold the Trust liable for environmental or MTCA claims by reason of being what the Trust termed a "creditor beneficiary", or for any other reason. The Trust was not held to be liable under MTCA at all and the Court of

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> constitutions, without explaining how they were violated in the context of this appeal. Because the Trust's argument on this point is inadequate, we decline to address it further. RAP 10. 3(a)(6); see also *In re Marriage of Katare*, 175 Wn.2d 23, 40, 283P.3d 546 (2012) ("[N]aked castings into the constitutional sea are not sufficient to command judicial consideration and discussion.") (internal quotation marks omitted) (quoting *In re Pers. Restraint of Williams,* 111 Wn.2d 353, 365, 759 P.2d 436 (1988)), *cert. denied*, 133 S. Ct. 889 (2013).

Decision at pp 8-9.

Appeals specifically declined to even consider the Trust's MTCA arguments. Decision at pp. 1-2 and 7-8. This case poses no threat to the commercial lending industry in Washington and the Supreme Court should not accept review on this basis.

4. "Substantial Justice Was Denied" is not an issue for review.

The entirety of the Trust's statement of this issue is:

> **5. Substantial Justice Was Denied** [sic] See record and brief as a whole.

Pet. at p. 2. The Court should decline to review this issue for multiple reasons, not the least of which is its utter lack of *any* description, explanation, citation to the record, or citation to authority. Neither the Port nor the Court should have to guess at the Trust's argument, yet that is all that is possible under this rubric. That notwithstanding, substantial justice was not denied and the Trust has made no showing to the contrary. Further, this purported issue is not one of the four permissible considerations governing acceptance of review under RAP 13.4(b). To suggest that an alleged denial of substantial justice should be a basis for review invites the Supreme Court to shift from its policy-level function into an error-correcting function, which RAP 13.4(b) is intended to

prevent.

V. STATEMENT OF THE CASE

The facts of this case are simple and straightforward. The Port purchased the contaminated real property at issue in this case from Marine View, Inc., which Marine View had previously purchased from Camille F. Fjetland and B&L Trucking and Construction, Inc. CP 183-226, CP 270. When Marine View purchased the property from Ms. Fjetland and B&L Trucking, it gave a promissory note secured by a deed of trust, in partial payment for the property. CP 274. The Trust held that note and deed of trust, for the benefit of Camille Fjetland, at the time the Port purchased the property from Marine View. CP 8, CP 238, CP 245, CP 399. At the time of the Port's purchase, Marine View was in arrears in payments owed to the Trust due to a dispute between the parties. CP 238-262.

The Port's purchase of the property provided the Trust and Marine View the opportunity to settle their dispute, which they did based on a lump sum payment of $900,000 to the Trust, the placement of an additional $500,000 into escrow which the Trust would receive if there were no unforeseen cleanup costs arising out of the property, and mutual releases of all claims arising from the property. CP 238-262, CP 183-226.

At the time of the Port's purchase, the parties were aware of the historical use of the property as a disposal site for construction debris and other materials, so they agreed to place funds from the purchase price in escrow to cover any unknown environmental cleanup costs, up to $500,000. CP 184-186. The transaction provided that unused escrow funds would be paid to the Trust according to the terms of the escrow agreement. CP 184-186, 228-236.

The Trust represented by recital in the escrow agreement, that:

> The Trust is the successor-in-interest to Camille F. Fjetland and B&L Trucking and Construction, Inc., the prior owners of the Property, who sold the Property to Marine View Inc.

CP 228. MTCA, RCW 70.105D.040, provides, in pertinent part:

> (1) Except as provided in subsection (3) of this section, the following persons are liable with respect to a facility:
>
> > (a) The owner or operator of the facility;
> >
> > (b) Any person who owned or operated the facility at the time of disposal or release of the hazardous substances; ....

The Trust by its own admission is the successor in interest to the prior owners and operators of the property, and thus the Trust is exposed to the MTCA liability of its predecessors.

The Trust's consideration for entering into the settlement

agreement and the escrow agreement was twofold: First, it was afforded an opportunity to resolve an ongoing dispute and receive $900,000 in cash as well as an interest in whatever escrow funds may be left over after the Port's cleanup of the property. CP 183-226, CP 238-262. Second, the Trust (and its predecessor and beneficiary Camille Fjetland) received releases from the Port and Marine View. The Port released any MTCA contribution rights it might have had against the Trust by virtue of the Trust's self acknowledged status as the successor-in-interest to the prior owner Potentially Liable Parties (PLPs), Camille F. Fjetland and B&L Trucking and Construction, Inc. CP 230-231, CP 188-189. In addition, Marine View released the Trust and its predecessors from any claims arising from the Trust's or the Trust's predecessors' use, ownership or operation of the property, the environmental condition of the property, or the sale of the property from Ms. Fjetland and B& L Trucking and Construction, Inc. to Marine View. CP 240.

In the course of cleaning up the property after the purchase, the Port discovered residual environmental contamination costing in excess of $2.6 million to remediate. CP 865. The Port proceeded to clean up the property, but because the Port staff involved in the cleanup were unaware

of the escrow agreement at the time, the Port did not provide the Trust notice of the discovery of the contamination until the last day for doing so under that agreement. CP 866. After the Trust refused to agree to the release of the escrow funds to reimburse the Port for its cleanup costs, the Port brought this lawsuit to recover those funds. The Trust has opposed the Port's claim throughout this proceeding based on its repetition of the same arguments repeatedly rejected by the lower courts.

This is a simple case of construing the parties' agreements using well established principles of contract law.

VI. ARGUMENT FOR WHY REVIEW SHOULD BE DENIED

A. The Lower Courts did not apply MTCA and the Trust's MTCA arguments are irrelevant.

The Trust attempts to mischaracterize the Decision by arguing that the trial court had to have assumed the Trust had some type of MTCA liability in order to find consideration to support the escrow agreement. The Trust's argument fails because, as the Court of Appeals determined, the escrow agreement was supported by the parties' promises. The Court of Appeals stated:

> We do not agree with the Trust, however, that the escrow agreement here lacked consideration and was therefore unenforceable.

> Here, the Trust allowed the Port to place $500,000 of the property's sale proceeds in escrow, subject to the Port's later claims for environmental cleanup costs within 5 years of closing. In exchange, the Port agreed to release the Trust from MTCA liability for any hazardous substances found on the property. Thus, formation of this escrow agreement included a bargained-for exchange of promises, including the requisite consideration. We hold, therefore, that the superior court did not err in granting summary judgment to the Port on this ground.

Decision at p. 12. Neither lower court decided nor even assumed that the Trust actually had MTCA liability. They did not need to do so because the Port's promise to release the Trust from *any* MTCA liability it *may* have, and the Trust's agreement to place in escrow $500,000 of purchase money proceeds are mutual promises supporting the agreement even without determining actual MTCA liability. *See Dominguez Estate Co. v. Los Angeles Turf Club, Inc.*, 119 Cal. App. 2d 530, 541 (Cal. App. 1953)(promise in consideration of settlement of dispute or controversy the event of which is uncertain or doubtful, is founded upon a sufficient consideration); *Harding v. Will*, 81 Wn.2d 132, 138 (1972)(settlement supported by sufficient consideration when there is a bona fide claim which is unliquidated, disputed or doubtful.)

The Court of Appeals rejected any other MTCA argument the Trust may now wish to make, stating:

> The Trust argues that the superior court erred in ordering it to release the escrow funds to the Port because the Port [sic] could not be held liable for remediation costs until an equitable apportionment of those costs was conducted under the MTCA, chapter 70. 105D RCW. These MTCA-based arguments are not relevant to our analysis of the Trust's liability because neither party asserted MTCA claims below, and the superior court did not address them. ... Accordingly, we do not further address the Trust's MTCA-based arguments.

Decision at pp. 7-8 (footnotes omitted). The Court of Appeals correctly rejected the arguments because they were not preserved for appeal, and as such they do not merit further review by the Supreme Court.

Although not necessary for this analysis, the Trust also received as consideration, the infusion of the Port's purchase money, which provided the opportunity for the Trust to settle its ongoing dispute with Marine View and to receive payment of $900,000 cash in addition to an interest in whatever portion of the $500,000 may be left in the escrow account. CP 183-226, CP 228-236, CP 238-262.[5]

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[5] The settlement agreement between the Trust and Marine View states as follows:

> F. Marine View desires to sell the Property to the Port of Tacoma, a Washington municipal corporation (the "**Port**") pursuant to a Purchase and Sale Agreement with the Port dated December 9, 2005 (the "**Purchase Agreement**").
>
> G. The parties desire to enter into this Agreement in full settlement of the Obligations, subject to the terms and conditions set forth in this Agreement.

B. The 21-day notice requirement was a promise and not a condition precedent, and the Escrow Agreement was not a guarantee.

Contrary to the Trust's unsupported and otherwise unexplained assertion that "[t]he Appeal Court [sic] found only one condition precedent to the Port making a claim (21 day notice) and found that it was not material (IX. Timeliness of Port's Claim)", the Court of Appeals actually found there was *no* condition precedent whatsoever based on the

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> ....
>
> 3. Discounted Payoff. The Trust hereby grants to Marine View the right and option to satisfy all of the outstanding Obligations by tendering to the Trust, on or before June 30, 2006, the sum of One Million Four Hundred Thousand Dollars ($1,400,000) (the "**Payoff Amount**"), payable in accordance with the terms of this Agreement and the Escrow Agreement (defined below). The
>
> ....
>
> 8. Release of Obligations. The Trust and Marine View acknowledge that the Trust has agreed to accept the Payoff Amount in full satisfaction of all Obligations of Marine View ... in connection with the Obligations...
>
> 9. General Release of Trust. The Marine View Parties and their successors and assigns, further agree that as of the Closing, the Trust, and its trustees, officers, shareholders, employees, agents, contractors, predecessors and their successors and assigns (collectively, the "**Trust Released Parties**"), shall be released from any and all actions, suits, liabilities, damages, losses, costs and claims which the Marine View Parties may now have or may hereafter have against the Trust Released Parties by reason of any matter relating to or arising from the Trust's or its predecessors' ownership, operation or use of the Property, or the physical or environmental condition of the Property, or the Obligations; provided, however, that the foregoing release shall not limit or impair claims of the Port under the Escrow Agreement against the Escrow Funds pursuant to the terms of the Escrow Agreement.

Settlement Agreement CP 238-240 (emphasis in original).

absence of any evidence of intent to create one. The Court of Appeals correctly reviewed the elements of a condition precedent:

> '[T]he intent of the parties to create a condition precedent may often be illuminated by phrases and words such as 'on condition,' 'provided that,' 'so that,' 'when,' 'while,' 'after,' or 'as soon as.'' *Lokan & Assocs., Inc. v. Am. Beef Processing, LLC*, 177 Wn. App. 490, 499, 311 P.3d 1285 (2013) (quoting *Ross v. Harding*, 64 Wn.2d 231, 237, 391 P.2d 526 (1964)). But such words are not required: 'Any words which express, when properly interpreted, the idea that the performance of a promise is dependent on some other event will create a condition.' *Ross*, 64 Wn.2d at 237.

Decision at p.16, f.n. 16. Then, the Court of Appeals correctly applied the analysis and found only the parties' promises and no condition precedent:

> This portion of the escrow agreement contained two promises. First, the Port promised to provide 21 days notice to the Trust before remediating hazardous substances on the property. Second, the Trust agreed to allow the Port to be reimbursed from the escrow funds after remediation was completed. There is no language in the agreement, however, suggesting that the Trust' s promise to allow release of the funds was dependent on the Port' s providing pre-remediation notice. **Accordingly, we hold that the 21-day notice and comment period required by the escrow agreement was not a condition precedent to the Trust' s release of the escrow funds to the Port.**

Decision at p. 19 (footnote omitted, emphasis added).

Unable to show that the escrow agreement evidences an intent to make the 21-day notice period a condition precedent, the Trust falls back

to arguing that the escrow agreement was a guarantee. Apparently, the Trust does this so that it can avail itself of the rules of construction for guarantees that require strict interpretation in order to avoid enlarging the guarantor's obligations beyond those intended when the agreement was formed. However, the Trust fails to even attempt to make a showing that the escrow agreement is a guarantee. Instead, the Trust *only assumes* the escrow agreement is a guarantee,[6] and then seeks to impose inapposite principles of guarantee law, which the Court of Appeals also rejects. The Court of Appeals correctly rejected the Trust's guarantee theory, stating:

> The Trust first argues that the escrow agreement was a 'guarantee' that had to be strictly enforced according to its terms. Br. of Appellant at 26. We disagree.
>
> The Trust does not specifically explain the effect of a guarantee on interpreting the escrow agreement here, contrary to RAP 10.3(a)(6). Instead, the Trust' s brief cites basic guarantee principles and offers only the following argument:
>
> > The escrow agreement is nothing more than a contract to answer for the debts, the guarantee of certain specific obligations of Marine View, Inc. The Trust never had

[6]The Trust introduces the topic by stating: "**[u]nder the theory that the Escrow Agreement was a guarantee**, the failure to meet these preconditions completely destroys the claims." Pet. at p. 9 (emphasis supplied). From that point the Trust moves immediately on to arguments that each assume (without citation to the record, without citation to authority and without any explanation) that the Escrow Agreement is a guarantee.

> any obligation to perform any remediation on the property nor did it have any independent liability for such needs or actions because any independent liability it might have had was released in the Purchase and Sale agreement.
>
> Br. of Appellant at 26. This argument does not persuade us to adopt the Trust' s position. Therefore, we hold that there has been no showing that the escrow agreement was to operate as a guarantee along the lines that the Trust suggests.

Decision at pp. 15-16. This too, is no basis for accepting review.

C. The Port's notice was timely.

Here again, the Trust fails to explain how the Court of Appeals' decision to affirm the trial court's finding that the Port's notice was timely, represents a conflict with other Court of Appeals or Supreme Court decisions, or how it implicates a significant question of constitutional or public interest import. In contrast, the Court of Appeals again rests its decision on well settled Supreme Court precedent, this time from 1902:

> The Port counters, and we agree, that it had until May 26, 2011, the fifth anniversary of the closing date, to make a claim to the escrow funds. When computing time from a particular date, the general rule excludes that start date. See *Perkins v. Jennings*, 27 Wash. 145, 149, 67 P. 590 (1902). Moreover, the plain meaning of the term "anniversary" connotes the same month and day in a later year. *See Webster's Third New International Dictionary* 87 (2002). We hold, therefore, that (1) the escrow agreement's

> five-year period began on May 27, 2006, and its five-year "anniversary" fell on May 26, 2011; (2) accordingly, the Port had until May 26, 2011, to make a claim to the escrow funds; (3) the Port' s May 26, 2011 claim was timely under the agreement; and (4) the superior court did not err in concluding as a matter of law that the agreement required the remaining escrow funds to be disbursed to the Port.

Decision at pp. 14-15. The Court of Appeals' decision was correct and the Port's notice was timely made. The Supreme Court should not accept review of this argument.

D. The Trust did not raise its "Metals Not-hazardous-Waste-Before-Excavation" argument in the Court of Appeals.

The Trust cannot raise this issue in the Supreme Court because (1) it is a MTCA issue, which as the Court of Appeals found, the Trust failed to argue in the trial court;[7] and (2) the Trust did not argue in either the trial court nor the Court of Appeals that the metals were not hazardous waste before excavation.[8] RAP 2.5(a); *Hall v. Feigenbaum*, 178 Wn. App. 811, 817-18, 319 P.3d 61, *review denied*, 180 Wn.2d 1018 (2014) (Appellate court may refuse to review any claim of error not raised in trial court).

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[7]Decision at pp. 2, and 7-8.

[8]*See*, Decision at pp. 1-2 (the metals-not-hazardous-waste-before-excavation argument is not among the Trust's 13 arguments acknowledged by Court of Appeals as having been raised in the Trust's appeal).

The Court should not accept review of this issue either.[9]

VII. CONCLUSION

For the reasons set forth above, the Port requests that the Court decline to review the Decision. The Port also requests that pursuant to RAP 18.1, the Court award the Port its reasonable attorney fees incurred responding to the Trust's petition for review.

Respectfully Submitted this 30th day of October, 2014.

The Nadler Law Group, PLLC

By _____
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Attorneys for Respondent Port of Tacoma

[9]In addition, the Trust's argument lacks foundation because it is based on the Trust's speculation and illogical inferences. The Trust begins by arguing that the metals contamination must pose no threat to human health or the environment (and is thus exempt from MTCA) because the same contamination exists on hundreds of acres of Port property and the Port has not cleaned up that contamination. Three sentences later the Trust argues that the site at issue in this case is "... land where [the Port] has actual knowledge of Metals [sic] exceeding MTCA standards even before the sale to the Port." The Trust's acknowledgment of the existence of metals exceeding MTCA standards concedes the point because if the metals contamination exceeds MTCA cleanup levels, then by definition it poses a threat to human health or the environment. RCW 70.105D.020(13); WAC 173-340-200 (definitions of cleanup level, cleanup standards).

CERTIFICATE OF SERVICE

I certify under penalty of perjury in accordance with the laws of the State of Washington that I arranged for the originals of the preceding Respondent's Opposition to Petition for Review and this Certificate of Service to be filed by legal messenger in the Supreme Court of the State of Washington at the following address:

Washington Supreme Court
Clerk's Office
415 12th Ave SW
Olympia, WA 98504-0929

And that I arranged for a copy of the preceding Respondent's Opposition to Petition for Review and this Certificate of Service to be served on Appellant at the address below, by legal messenger:

Edward D. Campbel
11928 9 Ave Ct. E
Tacoma, WA 98445-1755

Signed this 30th day of October, 2014 in Seattle, WA.

Elise Keim

Elise Keim