NO. 321771

COURT OF APPEALS

DIVISION III

STATE OF WASHINGTON

VIRGINIA BURNETT,

Appellant,

vs.

STATE OF WASHINGTON, DEPARTMENT OF CORRECTIONS,

Respondents.

APPELLANT'S APPEAL BRIEF

MINNICK • HAYNER, P.S.

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TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

STATUTES

OTHER AUTHORITIES

I.

ASSIGNMENT OF ERROR

A. The Trial Court Erred In Granting Defendants' *Motion For Summary Judgment* and Dismissing Plaintiff's *Complaint for Damages*.

1. There are genuine issues of material fact regarding the subject action.

2. Plaintiff was an employee of Walla Walla Community College; she was not an employee of the Department of Corrections.

3. The L&I bar, RCW 51.04.010, does not apply.

II.

STATEMENT OF THE CASE

A. Factual Background.

On March 9, 2009, Virginia Burnett, an employee of Walla Walla Community College, went to the Washington State Penitentiary in Walla Walla to teach a class. CP 2, 36. While walking through a metal door a prison guard negligently closed the door on her, crushing her shoulders and upper torso. CP 3, 36.

Ms. Burnett had a Professional Personal Contract with Walla Walla Community College at the time of her accident. CP 54-55. That Contract said, in relevant part:

> Employee agrees to perform the assigned professional services and to comply with all duties and responsibilities as enumerated in the Contract between the Board of Trustees of Community College District No. 20 and the Walla Walla Community College Association for Higher Education and the Interagency Agreement between the State of Washington Department of Corrections and State Board for Community and Technical Colleges as they now exist or hereafter amended and which by this reference are incorporated into this Contract as required by RCW 28B.50.855 as now existing or hereafter amended.

CP 55.

The Interagency Agreement between the State of Washington Department of Corrections and the State Board for Community and Technical Colleges (hereafter "Agreement"), CP 57-72, was executed in June 2008 between the Department of Corrections ("Department") and the State Board for Community and Technical Colleges ("Board"). The Agreement was "for the period of July 1, 2008, through June 30, 2009." CP 57. Ms. Burnett's accident happened during the effective period of the Agreement. A copy of the entire Agreement was filed with the Court as an exhibit

to the *Declaration of Tom Scribner Regarding Defendant's Motion for Summary Judgment*, CP 57-72.

Of primary import to this case, the Agreement said, in relevant part:

> 5.5 INDEPENDENT CAPACITY: The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
>
> 5.6 AGENT OF THE OTHER PARTY: Neither party shall represent itself as an agent of the other party or hold itself out to be vested with any power or right to contractually bind or act on behalf of the other party.

Agreement, §§ 5.5 and 5.6, CP 68.

B. <u>Procedural History</u>.

On March 9, 2009, Ms. Burnett was injured at the Washington State Penitentiary in Walla Walla. CP 2, 36.

On March 1, 2012, Ms. Burnett filed her *Complaint for Damages*. CP 1.

On March 11, 2013, the Department filed its *Answer and Affirmative Defenses to Plaintiff's Complaint*. CP 5-9.

On November 1, 2013, the Department filed its *Motion for Summary Judgment*. CP 11-12.

On December 23, 2013, the Court heard argument on the Department's *Motion for Summary Judgment* and entered an *Order Granting Defendants' Motion for Summary Judgment.* CP 11-12.

III.

ARGUMENT

A. Standard of Review.

The Department's *Motion* was filed pursuant to CR 56, which states that such motions "shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." CR 56(c).

This is an appeal from an Order Granting Summary Judgment. In reviewing an Order of Summary Judgment a Court of Appeals engages in the same inquiry as a trial court. *Callahan v. Walla Walla Housing Auth.*, 126 Wn. App. 812, 818, 110 P.3d 782 (2005). A Court of Appeals reviews an Order Granting Summary Judgment de novo. *Hill v. Sacred Heart Med. Ctr.*, 143 Wn. App. 438, 445, 177 P.3d 1152 (2008).

Summary judgment is appropriate only if the nonmoving party fails to produce sufficient evidence which, if believed, would

support the essential elements of his/her/ their claim. *Id. Seybold v. Neu*, 105 Wn. App. 666, 676, 19 P.3d 1068 (2001). The appellate court should consider all facts and reasonable inferences in a light most favorable to the nonmoving party. *Woodall v. Freeman Sch. Dist.*, 136 Wn. App. 622, 628, 146 P.3d 1242 (2006); *Mountain Park Homeowners Ass'n v. Tydings,* 125 Wn.2d 337, 341, 883 P.2d 1383 (1994). The court must determine whether a genuine issue of material fact exists and must not resolve an existing factual issue. *Woodall v. Freeman Sch. Dist.*, 136 Wn. App. at 628; *Thoma v. C.J. Montag & Sons, Inc.,* 54 Wn.2d 20, 26, 337 P.2d 1052 (1959). A material fact is a fact upon which the outcome of the litigation depends, in whole or in part. *Morris v. McNicol*, 83 Wn.2d 491, 494, 519 P.2d 7 (1974).

B. The Trial Court Erred In Granting Defendants' *Motion For Summary Judgment*.

The Department's legal argument is that Ms. Burnett, an employee of Walla Walla Community College, is an employee of the State of Washington and, since the Department is an agency of the State of Washington, her lawsuit against the Department is against the State. Therefore, on the authority of RCW 51.04.010, according to the Department, Ms. Burnett is barred by the exclusive

remedy provision of the Industrial Insurance Act. RCW 51.04.010. CP 17.

The problem with this argument is that the connection between the Community College and the State and then between the State and the Department is broken by the express terms of the Agreement between the Department and the Board:

> The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

Agreement, § 5.5; CP 68.

Therefore, the L&I bar does not apply for the reason that Ms. Burnett is/was not in the "same employ" as employees of the Department of Corrections. The Department and the guard who negligently closed the door on Ms. Burnett, causing her injuries, were third persons, "not . . . considered for any purpose to be employees or agents of the other party." *Id.* Consequently, on the authority of RCW 51.24.030(1), Ms. Burnett may sue the Department.

> If a third person, not in a worker's same employ, is or may become liable to pay damages on account of a worker's injury for which benefits and compensation are provided under this title, the injured worker or

> beneficiary may elect to seek damages from the third person.

RCW 51.24.030(1).

1. There are genuine issues of material fact regarding the relationship between Ms. Burnett, an employee of Walla Walla Community College, and the Department of Corrections.

In its *Memorandum in Support of Defendants' Motion for Summary Judgment*, CP 14-26, the Department said absolutely nothing about the Agreement between the Department and the Board. Either the Department overlooked or did not consider the Agreement, or hoped that Ms. Burnett would not introduce the Agreement into this litigation. But Ms. Burnett did. In response, the Department made multiple arguments about why the Agreement should not apply or does not mean what it says. All of the arguments made by the Department in its *Reply Memo in Support of Defendants' Motion for Summary Judgment*, CP 73-84, prove that there are, or may be, genuine issues of material fact regarding the intent of and support Ms. Burnett's interpretation of the subject language in the Agreement.

Ms. Burnett does not believe that there are genuine issues of material fact regarding the intent of the Agreement. She believes that the Agreement very clearly states that she, an employee of Walla Walla Community College, was not an employee of the Department of Corrections "for any purpose." However, if this Court does not agree with her interpretation, then the intent of the Agreement is in dispute and we have an issue of material fact.

2. Ms. Burnett was an employee of Walla Walla Community College; she was not an employee of the Department of Corrections.

In its *Reply Memo*, the Department argues that "Ms. Burnett was an employee of the State of Washington, not Walla Walla Community College." CP 74. This argument misses the point and/or is incorrect.

The Department's argument is that: (1) both the Department and Walla Walla Community College are agencies of the State of Washington; (2) the complaint filed by Ms. Burnett against the Department is really against the State of Washington, which is really her employer; and (3) therefore the L&I bar should apply. But for the clear language in the Agreement, at § 5.5, this argument may carry the day. But to complete the circle - - Department to

State, State to Board, Board to Walla Walla Community College - - both the Department and the Community College would have to be similarly situated relative to each other. By application of § 5.5 of the Agreement, they, and their employees, are not similarly situated relative to each other. We are talking, per the clear language of § 5.5 of the Agreement, about two distinct entities, the employees of each who "shall not be considered for any purpose to be employees or agents of the other party." CP 68.

The Department's argument that both the Department and Walla Walla Community College are agencies of the State of Washington and therefore Virginia Burnett should not be allowed to continue with her action against the Department might apply were it not for the Interagency Agreement. However, as argued herein, it was the expressed intent of both the Department and the Board to separate the Department and the Community College with regard to the issue of employment and the right of an employee of the Community College to bring an action against the Department (or, for that matter, the right of an employee of the Department to bring an action against the Community College). There is an unbridgeable chasm between the Department and the Community College with respect to employment. By arguing that both the

Department and the Community College are agencies of the State of Washington and therefore the L&I bar should apply, the Department is attempting to render inapplicable and void the express intent of the parties in the Agreement.

Irrespective of § 5.5 of the Agreement, Ms. Burnett is further of the opinion that she was not an employee of the State of Washington, at least as concerns application of the L&I bar.

According to RCW 51.08.180, a "Worker" is "every person in the State who is engaged in the employment of an employer under this title, whether by way of manual labor or otherwise in the course of his or her employment."

When she was injured, Virginia Burnett was in the course of her employment with Walla Walla Community College, not the State of Washington. It was not the State that set or controlled Virginia's employment or hours. Her employer was the Community College. That Virginia was employed by Walla Walla Community College is confirmed as follows: (1) she was hired by Walla Walla Community College, not the State of Washington; (2) her contract of employment was with the Walla Walla Community College, not the State of Washington; and (3) her W-2 lists her employer as Walla Walla Community College, not the State of Washington.

Concerning all three issues, see Exhibits 1-3 to the Declaration of Tom Scribner, CP 52-72. Exhibit 1, CP 54, is a letter to Ms. Burnett, dated July 9, 2008, from Steven Van Ausdale, President of Walla Walla Community College, regarding her contract for the academic year July 1, 2008 through June 30, 2009. Exhibit 2, CP 55, is a copy of the Professional Personal Contract between Virginia Burnett and the Walla Walla Community College. Exhibit 3, CP 56, is a copy of Virginia Burnett's W-2 for 2009 (the year of the accident) showing that her employer was Walla Walla Community College.

The Professional Personal Contract states, in relevant part:

> Employee agrees to perform the assigned professional services and to comply with all duties and responsibilities as enumerated in the Contract between the Board of Trustees of Community College District No. 20 and the Walla Walla Community College Association for Higher Education and the Interagency Agreement between State of Washington Department of Corrections and State Board for Community and Technical Colleges as they now exist or hereafter amended and which by this reference are incorporated into this Contract as required by RCW 28B.50.855 as now existing or hereafter amended.

Professional Personal Contract Between Virginia Burnett and Walla Walla Community College, dated July 9, 2008, CP 55.

Of note is that the Professional Personal Contract between Virginia Burnett and the Community College references and

incorporates by reference the Agreement. As stated in her Contract with the Community College, Ms. Burnett was subject to "all duties and responsibilities as enumerated" in the Agreement. CP 55.

A case discussing the issue of when and where an employment relationship exists is *Bennerstrom v. Labor & Indus.*, 120 Wn. App. 853, 86 P.3d 1194 (2004). In that case an in-home care provider who was compensated for his services under a program administered by a state agency sought judicial review of an administrative denial of a claim for industrial insurance coverage. The plaintiff alleged that he was an employee of the state agency for purposes of qualifying for industrial insurance coverage. The Whatcom County Superior Court entered a summary judgment in favor of the state agency. The Court of Appeals affirmed.

> An employment relationship for purposes of workers' compensation laws does not exist (a) absent the employer having the right to control the employee's physical conduct in the performance of the employee's duties and (b) the employee's consent to the employment relationship.

Bennerstrom v. Labor & Indus., 120 Wn. App. at 856.

In this case, Walla Walla Community College had the right to control Ms. Burnett's "physical conduct in the performance of [her] duties," not the State of Washington. Virginia consented to the Community College as her employer, not the State of Washington.

With respect to the issue of an employer having the right to control an employee's job performance, the court in *Bennerstrom v. Labor & Indus.* stated:

> Among those factors that we may examine to determine control are: (1) who controls the work to be done, (2) who determines the qualifications, (3) setting pay and hours of work and issuing paychecks, (4) day-to-day supervision responsibilities, (5) providing work equipment, (6) directing what work is to be done and (7) conducting safety training.

Bennerstrom v. Labor & Indus., 120 Wn. App. at 863.

The State of Washington and certainly the Department did not control the work done by Virginia Burnett, did not determine her qualifications, did not set her hours of work or issue paychecks, etc. All of these factors were controlled/set by Walla Walla Community College.

The State of Washington and the Department were not Virginia Burnett's employer when she was injured. The L&I bar found at RCW 51.04.010 does not apply in this situation. As stated in that statute: "The common law system governing the remedy of

workers against employers for injuries received in employment is inconsistent with modern conditions." Virginia Burnett was an employee of Walla Walla Community College, her employer, at the time of the subject accident. She would be barred, on the authority of RCW 51.04.010, from suing the Community College for her injuries. She is not and should not be barred from bringing an action against the Department, which was not, at the time of her accident, her "employer."

In its *Reply Memorandum*, the Department takes issue with Ms. Burnett's reliance on *Bennerstrom v. Dept. of Labor & Indus.*

> The point is the standard for establishing an employment relationship outlined in *Bennerstrom* has been the standard in Washington for quite some time. Importantly, it was the standard when the Supreme Court decided *Thompson v. Lewis County*, 92 Wn.2d 204, 595 P.2d 541 (1979) and *Spencer v. Seattle*, 104 Wn.2d 30, 700 P.2d 742 (1985).

CP 82.

Ms. Burnett does not take issue with the *Thompson v. Lewis County* and *Spencer v. Seattle* decisions. Both of those cases dealt with an employee suing his employer for damages. We are not, in this case, dealing with an employee suing her employer. *Spencer v. City of Seattle* and *Thompson v. Lewis County* are

distinguishable from this case and do not and should not control the outcome in this case.

In *Spencer v. City of Seattle*, Mr. Spencer, an employee of the City of Seattle, was run over by a truck. He sued the truck driver. The case went to trial and resulted in a defense verdict. 104 Wn.2d at 31. Mr. Spencer thereafter sued the City for his injuries, claiming that the accident was the result of negligent design, construction and repair of the crosswalk that he had stepped into at the time of the accident. *Id.* The City argued that the state workers' compensation act prohibited Mr. Spencer, an employee of the City, from maintaining a common law cause of action against the City, his employer, for damages. *Id.* The trial court granted the City's motion. Mr. Spencer appealed. The Court of Appeals, Div. I, transferred the case to the Supreme Court. According to the Supreme Court:

> The question presented on appeal is whether the City may be sued in court by one of its employees or whether the employee's exclusive remedy is provided by workers' compensation. We hold the employee's exclusive remedy is provided by the workers' compensation act and affirm the trial court.

Spencer v. Seattle, 104 Wn.2d at 32.

In *Spencer v. Seattle*, there was no question but that Mr. Spencer was an employee of the City of Seattle. The question in *Spencer v. Seattle* turned on the interpretation and application of the "dual capacity" doctrine. In the context of discussing this doctrine, the court cited *2A A. Larson, Workmen's Compensation* § 72.81 at 14-230 (1983). With respect to the issue of a claim for damages filed against a third person, "not in a workers' same employ," the Supreme Court said:

> Larson states that a third party is usually defined in the first instance as 'a *person* other than the employer.' This is quite different than 'a person acting in a capacity other than that of employer.' The question is not one of activity, or relationship - - it is one of identity. *Larson*, at 14-231.

Spencer v. Seattle, 104 Wn.2d at 33.

As stated by the Supreme Court in *Spencer v. Seattle*: "In this case, the identity of the City as a municipality is not completely independent from and unrelated to its identity as an employer." 104 Wn.2d at 33. In this case, the identity of the Department, and, for that matter, the State of Washington, is completely independent from and unrelated to Walla Walla Community College.

The issue of the "identity" of the Department, hence the State, relative to the plaintiff in the case before this court is

answered by the Interagency Agreement between the Department and the Board. CP 59-72. That is, by the express terms of the Agreement, the Department, as an employer, is completely independent from and unrelated to Ms. Burnett. Consequently, the State is also completely independent from and unrelated to her as concerns the claim against the Department.

In *Thompson v. Lewis County*, the plaintiff, an employee of the Lewis County Road Department, was injured while in the scope of his employment. He made claim under the Washington Workman's Compensation Act and received benefits. 92 Wn.2d at 206. He then sued the County

> upon a theory of dual capacity; that is, in one capacity it was his employer, in the other capacity it was a municipal corporation or governmental agency with a duty to property construct and maintain county roads for the use and benefit of the public. In this connection it should be noted that the respondent was employed by the road department which is the same county department which had the duty to maintain the road.

92 Wn.2d at 206.

In *Thompson v. Lewis County,* the trial court entered a judgment allowing the action against the County to continue. The case was initially appealed to the Court of Appeals, Division II, which certified the question to the Supreme Court. As stated by the

Supreme Court, the question before it was: "Can an action be maintained against the employer county based upon alleged failure to properly construct and maintain a county road or is the injured workman's exclusive remedy under the Washington Workman's Compensation system?" 92 Wn.2d at 205. The Supreme Court reversed the superior court and dismissed the action "for the reason that under the facts of this case the sole remedy available to respondent was given by the Workman's Compensation Act." 92 Wn.2d at 206.

Please note that the Supreme Court said that its decision was based on "the facts of this case." *Id.* That is, whether the defendant is the employer of the plaintiff is or should be determined on the specific facts of each case. That each case is factually specific was confirmed by the Supreme Court in *Thompson v. Lewis County*: "In view of the clear language of the statute we hold that under the circumstances here presented the respondent has no cause of action for his injuries." 92 Wn.2d at 209 (emphasis added).

This point is borne out further by the *Thompson v. Lewis County* decision as follows:

> The case most relied on from another jurisdiction is *Marcus v. Green*, 13 Ill. App. 3d 699, 300 N.E.2d 512 (1973). In that case the facts were most unusual and subsequent Illinois decisions have limited its effects. In *Walker v. Berkshire Foods, Inc.*, 41 Ill. App. 3d 595, 354 N.E.2d 626 (1976), the Illinois court said in part:
>
> > If the *Marcus* decision retained any viability at the present time, it is limited to the principal that the Workman's Compensation Act bars any other remedies of an employee against his employer unless that employer is existing as one or more distinct legal entities. *Walker* at 598.

Thompson v. Lewis County, 92 Wn.2d at 209.

In this case we are dealing with two "distinct legal entities," the Department and the Community College, per the express terms of the Agreement.

C. <u>Defendants' Rebuttal Arguments Do Not Support A Motion For Summary Judgment</u>.

In its *Reply Memorandum in Support of Defendant's Motion for Summary Judgment*, CP 73-84, the defendant made multiple arguments why the Agreement between the Department and the Board should not control and/or why language in the Agreement supported the Department's position. Ms. Burnett will address each argument.

1. <u>"The explicit intention of the parties in the Interagency Agreement is to work collaboratively to provide</u>

educational opportunities to offenders housed in the State's prisons." CP 76.

Ms. Burnett agrees entirely, but an intention to work collaboratively does not make Ms. Burnett an employee of the Department of Corrections.

The Department states that the intent of the Agreement was to further or enhance the purpose of RCW 39.34.010.

> [P]ermit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

RCW 39.34.010; CP 76-77.

Separate and distinct local governmental units may "cooperate" for their "mutual advantage" without the employees of one being employees of the other. Walla Walla County may cooperate with Benton County; Spokane County may cooperate with the City of Spokane. That cooperation does not make the employees of one local governmental unit employees of the other. And nothing in RCW 39.34.010 requires that the employees of the parties to any such agreement be employees of the other. The

Department quotes from § 2 of the Agreement that "It is the intention of the Board and the Department to work together, seek administrative efficiencies, and continue to develop an educational system." CP 77. That separate and distinct local governmental units may "work together, seek administrative efficiencies, and continue to develop an educational system" does not negate the express language of the Agreement:

> The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

Agreement, § 5-5, CP 68.

2. **"The Interagency Agreement does not operate as a waiver of Industrial Insurance Act immunity as to the Department."** CP 78.

The Department's argument on this point is that: (1) the Agreement did not expressly waive the L&I bar; (2) such a waiver must be "properly worded"; and, therefore, (3) the L&I bar has not been waived. This argument misses the point: Virginia Burnett was/is not an employee of the Department, no waiver is needed.

As argued by the Department:

> A waiver of Industrial Insurance Act immunity is enforceable "only if it clearly and specifically contains a waiver of the immunity of the Workers' Compensation Act, either by so stating or by specifically stating that the indemnitor assumes potential liability for actions brought by its own employees."

CP 78, citing with approval *Brown v. Prime Const. Co., Inc.*, 102 Wn.2d at 239-40.

Ms. Burnett has absolutely no argument with this language. If an employer is to waive application of the L&I bar "for actions brought by its own employees," it must specifically so state. But Ms. Burnett was not an employee of the Department. Agreement, § 5-5, CP 68.

The Department goes on to argue that the Agreement "is completely silent as to liability for workplace injuries. Nowhere does the agreement explicitly state that it operates as a waiver of Industrial Insurance Act immunity." CP 78. Were Ms. Burnett suing her employer, Walla Walla Community College, this argument and the case law cited would be applicable. But Ms. Burnett is not suing her employer; she is suing the Department. And as stated in the Agreement:

> The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and

> shall not be considered for any purpose to be employees or agents of the other party.

Agreement, § 5.5; CP 68.

The Department argues that it did not waive its immunity under the Industrial Insurance Act pursuant to the Agreement. Nowhere has Ms. Burnett argued that it has. Since Ms. Burnett is not suing her employer, no waiver of the L&I bar is needed or required.

3. **"The Interagency Agreement expressly prohibits any construction that creates rights enforceable by third parties."** CP 79.

The Department cites to § 6.2 of the Agreement: "Nothing in this Agreement shall be construed to create a right enforceable by or in favor of any third-party."

Ms. Burnett is not making a claim against the Department as a third party beneficiary of the Agreement. She is a party to the Agreement. Her Professional Personnel Contract with Walla Walla Community College, CP 55, states, in relevant part, that as an employee of the Community College Ms. Burnett agrees to perform and comply with all duties and responsibilities as enumerated in, among other things, "the Interagency Agreement between the State

of Washington Department of Corrections and State Board for Community and Technical Colleges as they now exist or are hereafter amended." *Id.* The Department states that it is Ms. Burnett's position that the "Agreement creates a right to sue the Department where otherwise none would exist." CP 79. Ms. Burnett has not so argued. The Agreement, at § 5.5, says what it says. That is, Virginia Burnett, an employee of Walla Walla Community College, is not an employee of the Department "for any purpose." Nor is she a third party beneficiary with respect to the Agreement. The Department's reliance on § 6.2 in the Agreement ("Nothing in this Agreement shall be construed to create it a right enforceable by or in favor of any third-party") is an incorrect interpretation and attempted application of that language.

CONCLUSION

The Agreement between the Department of Corrections and the Board of Community and Technical Colleges is very clear: "The employees of each party . . . shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other." Ms. Burnett was an employee of the Walla Walla Community College; she was not an employee of the Department of Corrections. Therefore, Ms. Burnett

may sue the Department. The L&I bar does not apply. If the Agreement is not clear on this point, then there is a genuine issue of fact as to what it means.

In either of the above situations (i.e., the Agreement at § 5.5 means what it says or it is ambiguous), the Motion for Summary Judgment should not have been granted and this case should continue. The Order Granting Defendant's Motion for Summary Judgment should be reversed and the case sent back to the trial court for further proceedings.

DATED this 8 day of May, 2014.

MINNICK-HAYNER

By: _____
Tom Scribner, WSBA #11285
Of Attorneys for Appellant

CERTIFICATE OF SERVICE

I hereby certify that on the 8 day of May, 2014, I caused to be served a true and correct copy of **APPELLANT'S BRIEF** by the method indicated below, and addressed to the following:

Jason D. Brown, Esq.
Assitant Attorney General
Attorney General of Washington
West 1116 Riverside Avenue
Spokane, WA 99201-1194

X U.S. Mail, Postage Prepaid

Judy Limburg
JUDY LIMBURG
Signed this 8 day of May 2014
at Walla Walla, Walla Walla County, WA