SUPREME COURT NO. 92436-8

COURT OF APPEALS NO. 71951-3-I

SUPREME COURT
OF THE STATE OF WASHINGTON

ZHAOYUN XIA, *et al.*,

Appellant,

v.

PROBUILDERS SPECIALTY INSURANCE COMPANY RRG, *et al.*,

Respondent.

RESPONDENT PROBUILDERS SPECIALTY INSURANCE COMPANY RRG'S ANSWER TO PETITION FOR REVIEW

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I. IDENTIFICATION OF RESPONDENT

Respondent ProBuilders Specialty Insurance Company (PBSIC), requests that the Supreme Court deny Petitioner Zhaoyun Xia's Petition for Review. Ms. Xia's Petition fails to identify a sufficient basis for Supreme Court review as required by RAP 13.4.

II. COURT OF APPEALS DECISION

Ms. Xia requests review of the August 24, 2015, Court of Appeals, Division I, decision in *Xia, et al. v. ProBuilders Specialty Insurance Company RRG, et al.*, No. 71951-3-I (Wn.App. Div I August 24, 2015). On October 2, 2015, the Court of Appeals issued an Order Denying Motion for Reconsideration and Order Denying Motion for Publication.

The unanimous opinion of the Court of Appeals correctly ruled that PBSIC properly declined to defend its insured, Issaquah Highlands, in a personal injury lawsuit commenced by Ms. Xia, by operation of the absolute pollution exclusion. The Court of Appeals also reversed the trial court's dismissal of the Consumer Protection Act claim and the Insurance Fair Conduct Act claim and remanded the matter for further proceedings.

For the reasons set forth below, Ms. Xia's Petition for Review is not supported by Washington law and fails to meet the criteria set forth in RAP 13.4, and review should be denied.

III. ISSUES PRESENTED

1. Whether the Court of Appeals properly ruled that the absolute pollution exclusion barred coverage for Ms. Xia's personal injury claim, where the undisputed facts reveal that Ms. Xia allegedly suffered personal injuries as the result of carbon monoxide, an airborne toxin?

2. Whether there is a conflict between the decisions in *Kent Farms* and *Quadrant,* when this Court specifically addressed the distinction between these cases in its *Quadrant* opinion?

3. Whether the Court should accept review of this matter to overrule the holding in *Quadrant*, when that decision is consistent with Washington law on the absolute pollution exclusion?

IV. COUNTERSTATEMENT OF FACTS

A. Ms. Xia Purchased a Townhouse from Issaquah Highlands

In May 2006, Ms. Xia purchased a townhouse in a community called the "Villaggio TownHomes at Issaquah Highlands." CP at 82, 108. Issaquah Highlands 50, LLC was the property's developer, and Issaquah Highlands 48, LLC was the property's general contractor. (collectively "Issaquah Highlands"). CP at 82.

B. Ms. Xia Made a Claim against Issaquah Highlands; PBSIC Denied Coverage

After moving into her home, Ms. Xia allegedly suffered personal

injuries resulting from carbon monoxide exposure due to improper installation of a hot water heater. CP at 117-18, 143. In a letter dated June 26, 2007, Ms. Xia gave notice to Issaquah Highlands of her personal injuries and requested that her claim be tendered to Issaquah Highlands' liability insurer. CP at 64. Issaquah Highlands subsequently forwarded Ms. Xia's letter to its insurance broker. CP at 1328. On July 19, 2007, PBSIC, via its third-party administrator, NBIS, received notice of Ms. Xia's claim. CP at 1328. On July 23, NBIS issued an acknowledgement of the claim to Ms. Xia on PBSIC's behalf. CP at 442.

The PBSIC policy's pollution exclusion excludes from coverage:

> Bodily injury, property damage, or personal injury caused by, resulting from, attributable to, contributed to, or aggravated by the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, or from the presence of, or exposure to, pollution of any form whatsoever, and regardless of the cause of the pollution or pollutants.

CP at 334 (boldface omitted).

The PBSIC policy defines "pollutant" as:

> Any solid, liquid, gaseous or thermal irritants or contaminants, which include but are not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, biological elements and agents, and intangibles such as noise, light and visual esthetics, the presence of any or all of which adversely affects

> human health or welfare, unfavorably alters ecological balances or degrades the vitality of the environment for esthetic, cultural or historical purposes, whether such substances would be or are deemed or thought to be toxic, and whether such substances are naturally occurring or otherwise.

CP at 335 (boldface omitted).

On January 17, 2008, PBSIC notified Issaquah Highlands by letter that it was declining coverage for the claim under both the policy's "townhouse liability exclusion" and the policy's "pollution exclusion." CP at 278-86. PBSIC also sent a courtesy copy of the letter to Ms. Xia on June 12, 2008. CP at 71.

At the time the declination letter was issued, no lawsuit had been filed against Issaquah Highlands. Therefore, whether to provide a defense to Issaquah Highlands was not at issue at that time. At no point following the January 17, 2008 declination letter did Issaquah Highlands contest PBSIC's coverage position, provide additional information or request a defense. CP at 1237.

C. Ms. Xia Filed Suit against Issaquah Highlands

On January 27, 2009, a year after PBSIC issued its coverage declination, Ms. Xia filed suit against Issaquah Highlands. CP at 116. She claimed that she suffered personal injuries resulting from Issaquah

Highlands' negligent construction.[1] CP at 118-19.

Ms. Xia sent a courtesy copy of the lawsuit to PBSIC on the date the lawsuit was filed. CP at 396. Issaquah Highlands did not tender the suit to PBSIC and instead retained personal defense counsel. See CP at 129. After hiring defense counsel, Issaquah Highlands tendered the suit to another insurer, American States Insurance Company.[2] CP at 136.

D. Ms. Xia and Issaquah Highlands Entered into a Consent Judgment

On December 23, 2010, Ms. Xia notified PBSIC that she planned to enter into a $2,000,000 consent judgment with Issaquah Highlands unless PBSIC agreed to "provide coverage and defend" Issaquah Highlands. CP at 299. Although Ms. Xia mentioned the proposed settlement to PBSIC, no communications regarding the settlement were received from the insured, Issaquah Highlands. There was no representation that Ms. Xia was acting on behalf of Issaquah Highlands when notifying PBSIC of the proposed settlement.

The trial court ultimately approved the settlement and a judgment was entered in favor of Ms. Xia. CP at 7, 303-09. Under the agreement,

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[1] In November 2009, Ms. Xia filed an amended complaint, adding as defendants the property sellers, the property development managers, as well as Extreme Heating and Air Conditioning, the subcontractor that installed the water heater. CP at 78-90.

[2] American States Insurance Company was the insurer for Extreme Heating and Air Conditioning.

Ms. Xia covenanted not to execute the judgment against Issaquah Highlands in exchange for an assignment of Issaquah Highlands' rights against PBSIC. CP at 7, 96-106, 732-42. Her suit against Extreme Heating and Air Conditioning was unaffected by the settlement.

E. Ms. Xia Filed Suit against PBSIC

On June 8, 2011, Ms. Xia filed suit against PBSIC, alleging that PBSIC wrongfully denied coverage and wrongfully refused to defend and/or indemnify Issaquah Highlands and failed to perform a reasonable investigation before denying coverage, claiming breach of contract, insurer bad faith, violation of the CPA and IFCA. CP at 9-14. She also requested a declaratory judgment stating that PBSIC had a duty to provide coverage to Issaquah Highlands, including defense and indemnification in connection with Ms. Xia's personal injury suit.[3] CP at 14.

In the fall of 2012, both parties moved for summary judgment. CP at 23, 221. Ms. Xia argued that PBSIC breached its duty to defend by failing to provide a defense to Issaquah Highlands when coverage was questionable. CP at 231-48. PBSIC argued that it properly denied coverage under both the policy's absolute pollution exclusion and the townhouse liability exclusion and, therefore, requested dismissal of all of

[3] Ms. Xia also claimed in the alternative, that if coverage did not exist under the policy, Issaquah Highlands' insurance brokers were negligent in failing to procure adequate insurance. CP at 8, 15-18.

Ms. Xia's claims. CP at 31-46.

The trial court granted PBSIC' motion for summary judgment and denied Ms. Xia's motion. CP at 1297. Thus, the trial court dismissed Ms. Xia's complaint against PBSIC with prejudice. CP at 1298. Ms. Xia subsequently filed this appeal.

By decision dated August 24, 2015, the Court of Appeals affirmed the grant of summary judgment to PBSIC on the basis that there was no duty to defend pursuant to the pollution exclusion. The Court of Appeals reversed the dismissal of the Consumer Protection Act claim and the Insurance Fair Conduct Act claim and remanded the matter to the trial court for further proceedings. After the Court of Appeals denied Xia's motion for reconsideration and motion to publish the opinion by orders dated October 2, 2015, Xia filed this petition for review.

V. ARGUMENT AND AUTHORITIES

Ms. Xia's petition represents an effort to remake the duty to defend standard as promulgated by this Court and applied by trial and appellate courts throughout Washington by the introduction of a "legal uncertainty" component. Petitioner asserts that because there is "legal uncertainty" as to the treatment of the absolute pollution exclusion under Washington law by virtue of this Court's rulings in *Kent Farms, Inc. v. Zurich Insurance Co.*, 140 Wn.2d 396, 998 P.2d 292 (2000) and *Quadrant Corp. v. Am.*

States Ins. Co., 154 Wn.2d 165, 110 P.3d 733 (2005), it was inappropriate for PBSIC to decline to defend its insured. This argument was properly rejected when the Court of Appeals determined under the "eight corners rule" that the absolute pollution exclusion in the PBSIC policy excluded coverage for Ms. Xia's claim and there was no duty to defend. Further, there is no basis for the assertion that there is "legal uncertainty" regarding the treatment of the absolute pollution exclusion by Washington courts.

A. This Court should deny review as Ms. Xia has not shown a basis for review under RAP 13.4(b).

Ms. Xia argues that review is appropriate under RAP 13.4(b)(1) because the Court of Appeals decision is in conflict with the Supreme Court's prior decisions on the duty defend. However, the Court of Appeals properly applied the standards for evaluating an insurer's duty to defend and it was unnecessary to apply the "legal uncertainty" criteria advocated by Ms. Xia. There simply is no conflict between the Court of Appeals' decision in this case and a decision of the Supreme Court.

The Court of Appeals properly concluded that no duty to defend arose as a matter of law because Ms. Xia's complaint does not allege any facts that, if taken as true, could have given rise to coverage under the PBSIC policy. The duty to defend arises if the complaint "construed liberally, alleges facts which could, if proven, impose liability upon the

insured within the policy's coverage." *Am. Best Food, Inc. v. Alea London, Ltd.*, 168 Wn.2d 398, 404, 229 P.3d 693 (2010) (internal quotation marks omitted). When determining whether the duty to defend was triggered, the court is limited to examining "the four corners of the complaint and the four corners of the insurance policy." *Expedia, Inc. v. Steadfast Ins. Co.*, 180 Wn.2d 793, 806, 329 P.3d 59 (2014).

"The duty to defend exists if the policy *conceivably* covers the claim allegations." *Am. Best Food*, 168 Wn.2d at 404. Therefore, a duty to defend will be found unless it is clear from the face of the complaint that the policy does not provide coverage. *Woo v. Fireman's Fund Ins. Co.*, 161 Wn.2d 43, 64, 164 P.3d 454 (2007). However, "[d]espite these broad rules favoring the insured, insurers do not have an unlimited duty to defend." *United Servs. Auto. Ass'n v. Speed*, 179 Wn.App. 184, 196, 317 P.3d 532 (2014). The duty to defend "is not triggered by claims that clearly fall outside the policy." *Nat'l Sur. Corp. v. Immunex Corp.*, 176 Wn.2d 872, 879, 297 P.3d 688 (2013).

Courts "generally examine only the allegations against the insured and the insurance policy provisions to determine whether the duty to defend is triggered." *Speed*, 179 Wn.App. at 194 (citing *Woo*, 161 Wn.2d at 52). Therefore, whether a claim triggers a duty to defend is a question of law subject to de novo review. *Id.*

Resolving whether PBSIC had a duty to defend in this case requires interpretation of PBSIC's policy issued to Issaquah Highlands. "In construing the language of an insurance policy, the policy should be given a fair, reasonable, and sensible construction as would be given to the contract by the average person purchasing insurance." *Tyrrell v. Farmers Ins. Co. of Washington*, 140 Wn.2d 129, 133, 994 P.2d 833 (2000) (quoting *Roller v. Stonewall Ins. Co.*, 115 Wn.2d 679, 682, 801 P.2d 207 (1990)). The court "examines the policy's terms 'to determine whether under the plain meaning of the contract there is coverage.'" *Tyrrell*, 140 Wn.2d at 133 (quoting *Kitsap County v. Allstate Ins. Co.*, 136 Wn.2d 567, 576, 964 P.2d 1173 (1998)).

In determining that there was no duty to defend against the Xia claim, the Court of Appeals properly and specifically analyzed the issue under the "eight corners rule":

> The controlling question is whether it is clear from examining the face of the complaint and the insurance policy that the policy does not provide coverage. [Footnote omitted.] We conclude by examining both that the pollution exclusion clearly excludes coverage for Xia's claim. Accordingly, there was no duty to defend.

Petitioner's Appendix A (August 24, 2015 Decision) at p. 9.

The Court of Appeals then compared Xia's allegations against the

PBSIC policy:

> It is clear from the definition in the policy that carbon monoxide is a "pollutant." It is a gas and these fumes escaped from the hot water heater, adversely affecting Xia's health. Moreover, this gas was toxic, at the levels of exposure in this case. Thus, Xia's allegations fall within the plain language of this exclusion.
>
> Moreover, the policy twice expressly states that the exclusion applies "regardless of the cause of the pollution." [Footnote omitted.] And it expressly states that the exclusion applies "whether any other cause of said bodily injury ... acted jointly, concurrently or in any sequence with said pollutants." [Footnote omitted.] It also expressly states that it applies "whether any other cause of the bodily injury ... would otherwise be covered under this insurance."[Footnote omitted.] Thus, even if the negligence of the installer of the water heater was a cause of the pollution or Xia's injuries, such underlying negligence is immaterial to the application of this exclusion.
>
> Accordingly, liberally construing the allegations of Xia's amended complaint in her personal injury action does not show facts that could, if proven, impose liability upon the named insured within the policy's coverage.

Petitioner's Appendix A (August 24, 2015 Decision) at pp. 11-12.

Without question, the Court of Appeals properly applied the "eight corners rule" in determining that PBSIC had no duty to defend the Xia

claim, a salient point that goes unmentioned in the Petition for Review. Ms. Xia's claim involve specific allegations of bodily injury caused by a toxic fume, carbon monoxide. Further, the exclusion applies regardless of the cause of the pollutant, thereby barring coverage even in situations where the pollution was caused by the negligence of the insured. By engaging in the "eight corners rule" analysis, there was no need for the Court of Appeals to refer to Washington law on the absolute pollution exclusion or explain this Court's rulings in *Kent Farms* and *Quadrant*.

B. There is no legal uncertainty regarding the treatment of the absolute pollution exclusion under Washington law.

Petitioner incorrectly asserts that review is warranted under RAP 13.4(b) because there is an alleged conflict between this Court's decisions in *Kent Farms* and *Quadrant*. However, the premise of this argument – an alleged conflict – is not borne out by the case authority.

In the August 24, 2015 Decision, the Court of Appeals addressed Appellants' argument that under the holding in *Kent Farms*, 140 Wn.2d 396, the absolute pollution exclusion had no application because the carbon monoxide leak may have been caused by the negligence of the insured. Citing *Quadrant Corp.*, 154 Wn.2d at 182, the Court of Appeals concluded that the toxic fume cases decided by Washington appellate courts provided an alternative basis to enforce the application of the

absolute pollution exclusion in this case:

> The present case most closely resembles *Quadrant*. Here, Xia was injured by fumes from toxic levels of carbon monoxide coming from the improperly vented gas water heater in her home. The carbon monoxide rose to toxic levels within the home because the installer failed to properly vent the water heater to the outside. Thus, the air in Xia's home was polluted. The exclusion applies. Liability imposed on the named insured is not within this policy's coverage. Denial of summary judgment to Xia was correct on the alternative basis of this reasoning.

Petitioner's Appendix A (August 24, 2015 Decision) at p. 15.

Ms. Xia continues to argue that there must be legal uncertainty regarding the absolute pollution exclusion since the Court of Appeals took six pages distinguishing *Quadrant* from *Kent Farms*. However, Ms. Xia conveniently ignores the fact that she invited this discussion by addressing these cases in her appellate briefing. Furthermore, there is no rule that stands for the proposition that the length of a court's discussion on a topic is determinative of whether there is a "legal uncertainty." Simply put, the Court of Appeals' analysis of *Kent Farms* and *Quadrant* demonstrates that there is no confusion regarding the state of Washington law on the absolute pollution exclusion with respect to toxic fume cases.

As discussed above, there was no need to even address the

Washington case authority in order to resolve the posed coverage issue because the Court of Appeals' "eight corners rule" analysis is dispositive of this issue. Nevertheless, Washington law (including *Quadrant)* interpreting such exclusions dictates the same result. Washington courts have repeatedly affirmed the applicability of nearly identical pollution exclusions to injuries sustained as a result of hazardous airborne toxins. See *Quadrant*, 154 Wn.2d at 182 (pollution exclusion barred coverage for personal injuries sustained by tenant resulting from fumes from waterproofing material); *City of Bremerton v. Harbor Ins. Co.*, 92 Wn.App. 17, 24, 963 P.2d 194 (1998) (pollution exclusion barred coverage for claims based on emission of toxic fumes from sewage treatment plant); *Cook v. Evanson*, 83 Wn.App. 149, 157, 83 Wn.App. 149 (1996).

In *Cook*, the Court of Appeals held that an exclusion nearly identical to that in the present case barred claims for respiratory injuries resulting from sealant fumes applied to the outside of a building. 83 Wn.App. at 154. Division I held that the policy "language is not ambiguous on its face and there are not two reasonable interpretations." *Id.* In so holding, the court rejected the plaintiffs' argument that the exclusion was intended to apply only to traditional environmental pollution based on the exclusion's drafting history. *Id.* The court

reasoned that "[a] party can present drafting history to assist in determining a reasonable construction *after* the court finds a clause ambiguous,... [w]e cannot use the drafting history to find the clause ambiguous."[4] *Id.* at 156.

Petitioner continues to make the same arguments regarding the purpose of the absolute pollution exclusion that were rejected in *Cook*, relying entirely on this Court's ruling in *Kent Farms, supra*. In *Kent Farms*, a deliveryman was injured when he was sprayed with fuel while trying to remedy a fuel leak resulting from a faulty valve. 140 Wn.2d at 397-98. The Court held that although the fuel could be a "pollutant" when released into the environment, it was not acting as a pollutant in the case of the deliveryman because the fuel injured him when it hit him with force, causing it to enter his lungs and stomach. *Id.* at 401-02.

In *Quadrant Corp.*, this Court subsequently made clear that *Kent Farms* did not overrule previous cases (see, *e.g.*, *Cook*), in which courts had rejected the "environmental pollution" distinction. Rather, this Court held that the critical inquiry when determining the applicability of a pollution exclusion is whether the injury was primarily caused by the toxic

[4] The court further recognized that cases in other jurisdictions had reached similar results, including one case involving carbon monoxide poisoning. *Cook*, 83 Wn.App. at 155 (citing *Bernhardt v. Hartford Fire Ins. Co.*, 102 Md. App. 45, 648 A.2d 1047 (1994)).

character of the pollutant. 154 Wn.2d at 179. Thus, this Court held that a pollution exclusion barred coverage for personal injuries sustained by a tenant in an apartment building after a restoration company applied sealant to a nearby deck, causing toxic fumes to enter the apartment building. *Id.* In reaching this result, this Court explicitly distinguished *Kent Farms*, holding that in that case, "the offending substance's toxic character was not central to the injury" because in that case, the injured party "'was not polluted by diesel fuel. It struck him; it engulfed him; it choked him. It did not pollute him.'" *Id.* at 182 (quoting *Kent Farms*, 140 Wn.2d at 401). By contrast, in *Quadrant*, this Court noted:

> The Kaczor estate claims that she suffered bodily injury and property damage when the deck sealant fumes drifted or migrated into her apartment. ... The parties agree that the sealants at issue here, PC–220 and Polyglaze AL, contained TDI, a toxic substance which can irritate the respiratory tract and, in high concentrations, can cause central nervous system depression. The material safety data sheet for these products indicates that their ingredients are toxic and recommends precautions such as adequate ventilation, respiratory protection, protective clothing, and eye protection. Furthermore, the Federal Clean Air Act lists TDI as a hazardous air pollutant. See 42 U.S.C. § 7412(b)(1). The contents of the sealant unambiguously fall within the policy definition of pollutant.

Id. at 180-81 (some citations omitted).

This case is clearly analogous to *Quadrant Corp.*, not *Kent Farms*. Here, as in *Quadrant*, it is undisputed that carbon monoxide exposure, in certain concentrations, can cause serious bodily injury, including death, which explains the need to vent exhaust fumes out of living quarters, such as Ms. Xia's townhouse. CP at 148-50. Further, the Washington Department of Ecology defines carbon monoxide as a "toxic air pollutant." WAC 173-460-150. Thus, the carbon monoxide in this case unambiguously falls within the policy definition of a pollutant. See *Quadrant*, 154 Wn.2d at 180-81.

Ms. Xia nevertheless argues that the present case falls under *Kent Farms*, not *Quadrant*, because unlike in *Quadrant*, the carbon monoxide here was not "a substance whose toxicity could cause injury even when used as intended." *Quadrant*, 154 Wn.2d at 179. However, the dispositive issue in *Kent Farms* was that the diesel fuel, when used as intended, was not a pollutant because it should not have been ingested and/or inhaled. Thus, it only became hazardous to human health because it was projected with force down the injured party's throat. By contrast, here carbon monoxide is by definition an air pollutant, and Ms. Xia was injured by the carbon monoxide as such when she inhaled it. There is no claim that the carbon monoxide that injured Ms. Xia was acting as anything other than an airborne pollutant or that the cause of Ms. Xia's

injuries was anything other than the toxicity of the carbon monoxide itself.

Nevertheless, Ms. Xia argues that it was at the very least unclear under Washington law whether her claim fell under *Quadrant* or *Kent Farms*, thereby requiring PBSIC to resolve ambiguities in the law in Issaquah Highland's favor and defend. However, merely because there is conflicting case law on a particular topic does not create an ambiguity in the law. *Kent Farms* dealt with a liquid being forcibly propelled down the injured party's throat in a clearly unintended manner. By contrast, the present case involves an airborne toxin that caused injury by inhalation. Every Washington case involving a similar airborne pollutant has held that pollution exclusions nearly identical to the one in the present case have applied. See *Quadrant*, 154 Wn.2d at 182; *City of Bremerton*, 92 Wn.App. 17; *Cook*, 83 Wn.App. 149. Contrary to Ms. Xia's assertion, this is not a case involving an "arguable legal interpretation" of PBSIC's policy. Rather, this is a case in which the plain language of the policy and Washington law clearly and unambiguously bar coverage.

C. There is no basis for accepting review to overrule *Quadrant*.

In the absence of viable conflict between *Quadrant* and *Kent Farms*, Petitioner requests that this Court accept review for the purpose of overruling *Quadrant*. This is based on the false premise that *Quadrant* somehow deviates from the historic treatment of the absolute pollution

exclusion in Washington and elsewhere. *Quadrant* is just one Washington appellate decision in which the absolute pollution exclusion has been applied in toxic fume cases. *Quadrant*, as well as the other Washington toxic fume cases, properly applied policy terms to case allegations, the standard structure for evaluating the duty to defend. There is no need to carve out a special exception to this structure to address residential carbon monoxide poisoning caused by the negligent installation of a water heater. This Court weighed *Kent Farms* when it decided *Quadrant* and there is no pressing public policy need to revisit that decision ten years later.

VI. CONCLUSION

Appellants' Petition for Review should be denied. The Court of Appeals properly determined that the absolute pollution exclusion barred coverage for Ms. Xia's claim. Petitioner is now attempting to manufacture a conflict between two Supreme Court cases to justify further consideration of this issue by this Court. However, in *Quadrant*, this Court specifically addressed the distinction between these cases, which has been applied by Washington trial and appellate courts since 2005. There is no conflict and there is no need for a reset on the law regarding the absolute pollution exclusion.

DATED this 30th day of November, 2015.

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DECLARATION OF SERVICE

The undersigned certifies under penalty of perjury under the laws of the State of Washington, that the following is true and correct:

That on November 30, 2015, I arranged for service of the foregoing Respondent Probuilders Specialty Insurance Company RRG'S Answer To Petition For Review, to the court and to the parties to this action as follows:

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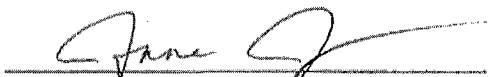
Dated at Seattle, Washington this 30th day of November, 2015.



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Supreme Court No. 92436-8
COA No: 71951-3-I

Attached please find **Respondent Probuilders Specialty Insurance Company RRG's Answer to Petition for Review** for filing in the above matter.
The parties have agreed to email service and are also copied on this email. Thank you.

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