RECEIVED
SUPREME COURT
STATE OF WASHINGTON
Dec 29, 2015, 11:04 am
BY RONALD R. CARPENTER
CLERK

NO. 92656-6 E

RECEIVED BY E-MAIL

SUPREME COURT OF
THE STATE OF WASHINGTON

NO. 71926-2-I
DIVISION ONE OF THE COURT OF APPEALS AT SEATTLE
STATE OF WASHINGTON

RSD (AAP), LLC,
Plaintiff/Appellant/Petitioner,

v.

ALYESKA OCEAN LLC; JEFF HENDRICKS and JANE DOE HENDRICKS, individually and as a marital community,

Defendants/Respondents.

APPEAL FROM THE
SUPERIOR COURT FOR SKAGIT COUNTY WASHINGTON
HONORABLE SUSAN COOK

ANSWER TO PETITION FOR REVIEW OF RSD AAP, LLC

HOLMES, WEDDLE & BARCOTT, P.C.
Counsel for Defendants/Respondents

Douglas M. Fryer
WSBA No. 01852
Lafcadio Darling
WSBA No. 29963
2415 T. Avenue, Suite 205
Anacortes, Washington 98221
360-293-6407

ORIGINAL

TABLE OF CONTENTS

I. INTRODUCTION 1

II. FACTS 1

III. ARGUMENT IN SUPPORT OF DENIAL OF REVIEW 2

A. The Issues In The Case Involve A Private Dispute And Not A Question Of Substantial Public Interest. 2

B. The Court of Appeals Ruling On Contract Interpretation Is In Accord With Washington Law. 3

C. None Of The Cases Cited On The Duty Of Loyalty Or Good Faith Are Apposite And None Are In Conflict With The Court Of Appeals Opinion Below. 4

D. The *Bovy* Case Dicta Is Not Precedent Nor Applicable To The Facts Of This Case. 6

E. Existing Washington Law Conclusively Demonstrates That There Was No Lost Business Opportunity 9

F. The Court of Appeals Construction Of The Partnership Agreement Does Not Conflict With Washington Law. 11

G. There Is No Conflict With Washington Law Regarding The Duty Of Loyalty, Good Faith And Fair Dealing 13

IV. CONCLUSION 16

TABLE OF AUTHORITIES

CASES ..... **PAGE**
Cases

Bakalis v. Bressler, 1 Ill. 2d 72, 115 N.E. 2d 323 (Ill. 1953) 7, 8

Bassam v. Investment Exchange, 83 Wn.2d 922 (1974) 2

*Bisbee v. Midland Linseed Products Co.,*19 F.2d 24, 27 (8th Cir. 1927) 10

Bishop of Victoria Corp. Sole v. Corporate Business Park, LLC, 138 Wn. App. 443, *reviewed denied* 163 Wn.2d 1013 (2008) 14, 15

Black v. Cutter Laboratories, 351 U.S. 292, 298 (1956) 8

Bovy v. Graham, Cohen & Wampold, 17 Wn. App. 567 (1977) 6, 7, 8

California v. Rooney, 483 U.S. 307, 311 (1987) 8

Central Virginia Community College v. Katz, 546 U.S. 356,A363 (2006) 8

Cohens v. State of Virginia, 19 U.S. 264, 399 (1821) 8

Conrad v. Judson, 465 S.W. 2d 819 (Tex. 1971) 7

Crisman v. Crisman, 85 Wn. App. 15 (1997) 5

Diamond Parking, Inc. v Frontier Building Limited Partnership, 72 Wn. App. 314, 317 (1993) 11, 15

Elmore v. McConaghy, 92 Wash. 263 (1916) 15

Equity Corporation v. Milton, 221 A.2d 494 (Del. 1966) 10

Gilmore v. Longmire, 10 Wn.2d 511, 515 (1941) 7

*Hearst Communications, Inc. v. Seattle Times Co.,*154 Wn.2d 493,503 (2005). 3

In re Detention of Brooks, 145 Wn.2d 275, 282-286 (2001) 7

*In re Silva,*166 Wn.2d 133, (2009) 3

In re Wilson's Estate, 50 Wn.2d 840 (1957) 5

J & J Celcom v. AT & T Wireless Services Inc., 481 F.3d 1138, 1148 (2007) 2, 12

Karle v. Seder, 35 Wn.2d 542 (1950) 2, 5

Katz Corporation v. T.H. Chanty and Company, 362 A.2d 975, 979 (Conn. 1975) 10

Kitsap County v. Allstate Insurance Company, 136 Wn.2d 567, 575 (1998) 4

Meinhard v. Salmon, 249 N.Y. 458, 164 N. E. 545 (CA 1928) 8

Noble v. Lubrin, 114 Wn. App. 812, 819-820 (2003) 9

Obert v. Environmental Research and Development Corp., 112 Wn.2d 323 (1989) 5, 13

Pedersen v. Klinkert, 56 Wn.2d 313, 317 (1960) 7

Seattle First National Bank v. Marshall, 31 Wn. App. 339, 347 *review denied* 97 Wn.2d 1023 (1982) 12

State v. Meridith, 178 Wn.2d 180,184 (2013) 7

State v. Watson, 152 Wn.2d 574, 576 (2005) 3

Washington Federation of State Employees v. Office of Financial Management, 121 Wn.2d 152, 157 (1993) 4

Young Soo Kim v Chong-Hyung Lee, 174 Wn. App. 319, 326 (2013) 12

Zidell v. Zidell, 277 Or. 423, 423, 427 (1977) 10

RULES ..... **PAGE**

Rules

RAP 13.4 (a)(4) 2

STATUTES ..... **PAGE**

Statutes

RCW 25.05.015 12

RCW 25.05.165(5) 11, 14

RCW Ch. 25.05 Revised Uniform Partnership Act (RUPA) 11

I. INTRODUCTION

This action centered around the effort of Petitioner RSD APP, LLC (RSD) to invoke a right of first refusal to purchase the interest of another partner, O'Brien Maritime, Inc. (O'Brien, Inc.), after all other ten partners had consented to the sale of the O'Brien interest to another partner, Respondent Alyeska Ocean, Inc. (AOI).[1] The central issue in this litigation involved interpretation of the Partnership Agreement, which provided alternative methods for the transfer of a partner's interest. Both Courts below ruled in favor of AOI's interpretation of the Agreement and held AOI did not breach a duty of loyalty or any other duty. The decision of the Court of Appeals is not in conflict with any precedent of this Court or the Court of Appeals. Nor does the case present an issue of substantial public interest. No other basis for review is claimed.

II. FACTS

The material facts are set forth in the opinion of the Court of Appeals and are not disputed by Petitioner. Petitioner's argument has attempted to mischaracterize some of the facts, as well as the

---

[1] Jeff Hendricks is the sole owner and officer of AOI and, while Hendricks is frequently mentioned in the record, for convenience AOI will be referred to here as the acting party.

Court of Appeals decision. These mischaracterizations are addressed below.

III. ARGUMENT IN SUPPORT OF DENIAL OF REVIEW

A. The Issues In The Case Involve A Private Dispute And Not A Question Of Substantial Public Interest.

The lawsuit arose from a dispute between two partners over the propriety of the sale of a partnership interest which conformed with the express terms of a written Partnership Agreement. Only the parties to the litigation are affected. The case thus does not present a question of substantial public interest. RAP 13.4 (a)(4).

RSD cites the Ninth Circuit opinion in *J & J Celcom v. AT & T Wireless Services Inc.,* 481 F.3d 1138, 1148 (2007), for the proposition that resolving a question of partnership law would have far-reaching effects. In the *J & J Celcom*, there was an apparent conflict between two decisions of this Court and the Ninth Circuit certified the question to this Court as a matter of state law. In response, this Court explained that the cases *Karle v. Seder,* 35 Wn.2d 542 (1950) and *Bassam v. Investment Exchange,* 83 Wn.2d 922 (1974) were not in conflict. The Ninth Circuit opinion is not precedent for guidance on what this Court should consider as a question of substantial public interest under RAP 13.4. More on

point are *State v. Watson,* 152 Wn.2d 574 (2005), where the question had the potential to affect every sentencing proceeding in Pierce County or *In re Silva,*166 Wn.2d 133 (2009), where the decision was to provide guidance to lower courts in protection of juveniles in questions likely to recur.

B. The Court of Appeals Ruling On Contract Interpretation Is In Accord With Washington Law.

RSD's principal contention was that the right of first refusal in Section 7.3 of the Partnership Agreement trumped the right to sell a partnership interest based on two-thirds consent from the non-selling partnership interests under Section 7.1 of the Agreement. In its complaint, RSD alleged that an order declaring that the transaction was subject to the right of first refusal would "conclusively resolve the controversy". (CP 298) In granting summary judgment, the Superior Court determined that 7.3 did not supersede 7.1 but rather that the two sections were alternative methods of transfer. (TR 30, 31) The Court of Appeals agreed, holding that the Agreement was unambiguous and extrinsic evidence was not admissible to vary its terms, citing this Court's decision in *Hearst Communications, Inc. v. Seattle Times Co.,*154 Wn.2d 493, 503 (2005).

Petitioners raise this contract interpretation issue as question number 7 (Pet. 2, 19) but cite only *Kitsap County v. Allstate Insurance Company*, 136 Wn.2d 567, 575 (1998), which actually supports the Court of Appeals holding below. *Kitsap* is cited for the general proposition that a court should consider a contract as a whole. RSD then quotes a fragment of Section 7.3 out of context. But that fragment only relates to the right of first refusal *after* that procedure has been implemented. (CP 72) In its decision, the Court of Appeals followed *Kitsap* and compared the two sections, as well as Section 8.2 which gave the partnership an option to acquire the interest of a deceased partner.[2] After doing so the Court ruled that as a matter of law the plain language of Section 7.1 permitted the transaction.

C. None Of The Cases Cited On The Duty Of Loyalty Or Good Faith Are Apposite And None Are In Conflict With The Court Of Appeals Opinion Below.

The Court of Appeals held that the duties of loyalty, good faith and fair dealing were not breached by AOI on the facts presented.

---

[2] RSD contended on appeal that the option in Section 8.2 was a partnership opportunity. Yet RSD never attempted to invoke that section nor did it even mention it in the Superior Court. (CP 146-179) This Court should consider only issues brought to the attention of the trial court by RSD which seeks to overturn a summary judgment. *Washington Federation of State Employees v. Office of Financial Management*, 121 Wn.2d 152, 157 (1993).

RSD contends this holding is in conflict with several Washington cases all of which involved much different facts:

Crisman v. Crisman, 85 Wn. App. 15 (1997), involved a claim for conversion of company funds and the defendants' failure to disclose theft of company funds.

In re Wilson's Estate, 50 Wn.2d 840 (1957), involved the acquisition of a tractor paid for with partnership funds at the instigation of a deceased partner without the knowledge of all partners. The title to the tractor was placed in two individuals with whom the decedent had entered into a new partnership and the tractor was then rented to the original partnership.

In *Karle v. Seder,* 35 Wn.2d 542 (1950), a partner sold the partnership assets for $5,000 more than what he had represented to his co-partner and kept the difference. RSD incorrectly cites this case as involving the "sale of a partnership interest". (Pet. 10)

Obert v. Environmental Research and Development Corp., 112 Wn.2d 323 (1989) involved several negligent acts in a limited partnership business by the general partner and the general partner pledging partnership assets to secure a personal loan. The general partner also commingled its funds with partnership funds,

APPENDIX A

all without consent of the limited partners.

None of these cases remotely resemble the case at bar. Here, the transaction did not involve partnership funds, partnership assets or a partnership business opportunity. The decision of the Court of Appeals is consistent with prior Washington law and does not conflict with those decisions.

D. The *Bovy* Case Dicta Is Not Precedent Nor Applicable To The Facts Of This Case.

RSD also claims a conflict with the Court of Appeals decision in *Bovy v. Graham, Cohen & Wampold*, 17 Wn. App. 567 (1977). *Bovy* involved the dissolution and winding up of a law firm. Bovy had been the managing partner. During the wind-up process an addendum to the partnership agreement was negotiated between the partners which divided the files and the fees owing. Bovy later admitted that he had not disclosed the number of his files and their estimated value at the time the addendum was negotiated. Division II of the Court of Appeals held that a partner's duty to co-partners continued during the winding-up process and that the non-disclosure was a breach of Bovy's fiduciary duties. In footnote 3 to its opinion the *Bovy* court stated, "We also note that as managing partner, Bovy occupied a higher fiduciary position and had the

burden of dispelling all doubts concerning the discharge of his duties. In the event a managing partner is unable to satisfy this burden, all doubts should be resolved against him." *Bovy* at 571 (citing *Conrad v. Judson*, 465 S.W. 2d 819 (Tex. 1971) and *Bakalis v. Bressler*, 1 Ill. 2d 72, 115 N.E. 2d 323 (Ill. 1953)).

The statement in *Bovy* is dicta because it was unnecessary to the decision and was so regarded by the Court of Appeals here. The burden of coming forward with evidence was never an issue because of Bovy's admission of non-disclosure. Dictum is an observation by the court unnecessary to the decision. *Pedersen v. Klinkert,* 56 Wn.2d 313, 317 (1960); *Gilmore v. Longmire*, 10 Wn.2d 511, 515 (1941). Dicta is not precedent. *State v. Meridith*, 178 Wn.2d 180,184 (2013); *In re Detention of Brooks*, 145 Wn.2d 275, 282-286 (2001). There are substantial reasons why dicta is not so regarded. In an early case, Chief Justice John Marshall of the U.S. Supreme Court explained: "The question actually before the Court is investigated with care, and considered in its full extent. Other principles which may serve to illustrate it, are considered in their relation to the case decided, but their possible bearing on all other cases is seldom completely investigated." *Cohens v. State of*

Virginia, 19 U.S. 264, 399 (1821).[3]

More importantly, the *Bovy* case is not in conflict with the Court of Appeals' decision below. To hold a managing partner to a higher duty there must be a connection between the acts in question and management functions. *Bovy* cited Judge Cardozo's opinion in *Meinhard v. Salmon*, 249 N.Y. 458, 164 N. E. 545 (CA 1928), as did the *Bakalis* case on which *Bovy* relies. Cardozo was careful to point out that "A different question would be here if there was lacking any nexus of relation between the business conducted by the manager and the opportunity brought to him as an incident of management." *Meinhard* at 468.

Here, AOI was not acting in a management role when it offered to buy the O'Brien interest. RSD can cite no evidence to show that AOI was conducting business as a manager of the partnership when AOI contacted O'Brien about a sale. It cites only AOI's letter to the partners of May 15, 2012, which carried the legend "manager" and a warranty in the option agreement with O'Brien

---

[3] Followed in *Central Virginia Community College v. Katz,* 546 U.S. 356, 363 (2006). That court has repeatedly said it "reviews judgments not statements in opinions." *California v. Rooney*, 483 U.S. 307, 311 (1987); *Black v. Cutter Laboratories*, 351 U.S. 292, 298 (1956).

that AOI as manager had access to partnership assets. (CP117, 122) In an effort to characterize AOI as manager in everything it did, RSD uses the word "manager" or "management" no less than 80 times in its 20-page petition but this does not change the facts.[4] There was no nexus between any business conducted by AOI and its purchase of the O'Brien share. Likewise there is no authority holding a partner/manager to a higher duty for non-management activity.[5]

E. Existing Washington Law Conclusively Demonstrates That There Was No Lost Business Opportunity.

In attempting to impose duties on AOI in connection with the sale, RSD claims that the Partnership lost an opportunity to buy the O'Brien interest. While prior Washington decisional law places restrictions on partners or corporate fiduciaries who take advantage of opportunities ***in the entity's line of business***, this partnership was not in the business of acquiring its own shares. *Noble v. Lubrin*, 114 Wn. App. 812, 819-820 (2003), adopted the

---

[4] RSD also contends AOI had a higher duty because it held a power of attorney for the partners. (Pet. 13, n.12) This is a specious contention. The power of attorney was limited to filing out forms necessary for the business and it was not used here. (CP 244)

[5] RSD's President, Steers, testified the company was well managed, "And I think it is a compliment to Jeff that we're as interested." (CP 268)

"line of business" analysis of *Equity Corporation v. Milton,* 221 A.2d 494 (Del. 1966), holding that the opportunity to be protected must be deemed to fall within the entity's "line of business" as a question of law. *Equity Corporation* held that the acquisition of additional shares by the CEO and director was not a corporate opportunity where the company did not have a corporate policy to acquire large blocks of its own shares. These decisions are in accord with a long line of cases in other jurisdictions to the same effect where a fiduciary is claimed to have usurped a business opportunity by purchasing additional equity. [6]

Moreover, as the Court of Appeals noted here, RSD sought to exercise a right of first refusal on its own behalf, not as a partnership opportunity. (CP137)[7] Thus, RSD has attempted to

---

[6] *See Katz Corporation v. T.H. Chanty and Company,* 362 A.2d 975, 979 (Conn. 1975) ("Plaintiff failed to establish that the corporation had an avowed business purpose in purchasing its own stock..."); *Bisbee v. Midland Linseed Products Co.,*19 F.2d 24, 27 (8th Cir. 1927) ("Each shareholder has the right to buy stock in the corporation, or in dealings with other shareholders as it sees fit..."); *Zidell v. Zidell,* 277 Or. 423, 423, 427 (1977)(where the plaintiff and defendant had equal shares of stock and the defendant bought enough shares from a third shareholder to acquire control without the knowledge of the plaintiff).

[7] On August 8, 2012, George Steers, President of RSD, wrote to counsel for AOI "The board of Directors of Robert Resoff, Inc., met yesterday and has elected to purchase the interest of O'Brien Maritime, Inc., on the same terms and conditions as set forth in the Agreement dated May 12, 2012 (*sic*) which was provided to us by you on July 10, 2012."

simply usurp a deal between AOI and O'Brien for what it perceived was an attractive price. RSD did not consider or assert the possibility of a partnership opportunity until it filed its complaint months later. (CP 298) Even then, it argued that the dominant issue was its claimed right of first refusal. (*Id.*) All ten other partners consented to the sale by O'Brien to AOI and none attempted to claim a partnership opportunity or revoke their consent by intervention in the suit. Even if RSD had a right of first refusal, any alleged deprivation of a partnership opportunity would not be cured by RSD's exercise of that right for its own benefit.

F. The Court of Appeals Construction Of The Partnership Agreement Does Not Conflict With Washington Law.

The obligations of AOI are controlled by the Revised Uniform Partnership Act, RCW Ch. 25.05, and the Partnership Agreement. (CP 60-86) The RUPA supports the Court of Appeals' decision in that the Act specifies that a partner does not violate the duty of loyalty merely because the partner acts in his own self interest. RCW 25.05.165(5).

With limitations not material here, the Partnership Agreement is the law of the Partnership. *Diamond Parking, Inc. v Frontier*

Building Limited Partnership, 72 Wn. App. 314, 317 (1993); *Seattle First National Bank v. Marshall*, 31 Wn. App. 339, 347 *review denied* 97 Wn.2d 1023 (1982); *J & J Celcom, supra*, 162 Wn.2d 102, 108 (2007) (Madsen concurring). The agreement may even limit the duties of good faith, fair dealing and loyalty as long as not manifestly unreasonable. RCW 25.05.015.

The AOI-O'Brien transaction was concluded in accordance with the plain language of Section 7.1. (CP 70) The Agreement disqualified only the selling partner from the approval voting. RSD admits compliance with Section 7.1 but contends AOI had a conflict of interest and the transaction was adverse to the Partnership. (Pet 18) No conflict existed; the transaction did not involve any partnership funds, assets or business opportunities and the price (whether high or low) did not affect the Partnership.[8] Based on the authorities cited above, AOI would not even need to

[8] RSD contends the liquidation value of the O'Brien interest was $12 million (Pet. 3) It cites an unsworn report from Steve Hughes. (CP 253) AOI moved to strike the report on the ground that it was inadmissible, it had been withheld from discovery and RSD President Steers testified he had not contacted Hughes even though the report was addressed to him. (CP 254-274) The trial court did not rule on that motion but this Court should not consider an unsworn report. *Young Soo Kim v Chong-Hyung Lee*, 174 Wn. App. 319, 326 (2013). RSD did not cite it to the Court of Appeals until it moved for reconsideration (RSD Mot. 12) This was not a liquidation sale and if the price was favorable it only explains RSD's motivation to usurp the deal for itself.

seek consent if Article VII were not in the Agreement. AOI did ask for consent and any partner had the choice to inquire or withhold consent until more details were provided. One partner (Lieske) did inquire and AOI provided the details of the transaction. (CP125, 126) [9]

There is no conflict with this Court's decision in *Obert v. Environmental Research,* 112 Wn.2d 323, 337 (1989), which Petitioner cites for the proposition that a breach of fiduciary duty is different from a breach of contract. That is a correct statement of the law but has no application here and certainly does not conflict with the Court of Appeals' decision.

G. There Is No Conflict With Washington Law Regarding The Duty Of Loyalty, Good Faith And Fair Dealing.

RSD complains at length that AOI should have disclosed the price to be paid, reminded the partners of the option in Section 8.2 of the Agreement, and even furnished copies of the Agreement to all partners. (Pet. 5) These complaints are not grounded in the law

---

[9] RSD incorrectly states that Jeff Hendricks as owner of AOI was motivated to protect his continued employment, citing the email response to Lieske. (CP 126)(Pet. 4) What Hendricks actually said was that the partnership vessels represented employment for "our generations of family". The partnership had originated when Hendricks had invited friends (Including Robert Resoff) and family members to become partners in the venture. (CP 51, 52). Resoff died in 2002 and his interest was transferred to a trust with partner consent. (CP 53).

or Agreement and certainly do not support breach of duty claims.

The purchase price was irrelevant to consent because it did not involve any Partnership assets or partnership funds. Disclosure of the price might have caused a partner to bid against AOI or, as here, attempt to seize the transaction for itself claiming a right of first refusal.[10] But in either scenario, that other partner would be acting in its *own* self-interest, not protecting the other partners or preserving a partnership opportunity.

The Court of Appeals below held AOI to have properly acted in its own self-interest. In accord is *Bishop of Victoria Corp. Sole v. Corporate Business Park, LLC*, 138 Wn. App. 443, *review denied* 163 Wn.2d 1013 (2008). (Citing RCW 25.05.165(5) and holding that one partner's action in obtaining a liability release was not adverse to another partner also liable on a judgment.)

Nor was there any duty to provide copies of the Agreement or remind the partners of its terms. The partners were presumably aware of the terms of the agreement they had signed and its

---

[10] RSD apparently acknowledges that the proper process for invoking the right of first refusal under 7.3 would be to contact the *selling* partner. (CP 71) Its excuse for not doing so was that it did not have the O'Brien Address. (Pet. Fn.4) O'Brien Enterprises was a Washington Corporation and a visit to the Secretary of State website would have revealed that information. RSD also fails to explain why it did not ask AOI for O'Brien's contact information.

implications. "[F]ull disclosure does not include telling people what they already know." *Diamond Parking v. Frontier Bldg. Partnership*, 72 Wn. App. 314, 320 (Limited partners presumed to know the legal implications of an amendment to a partnership agreement); *Elmore v. McConaghy,* 92 Wash. 263 (1916). (Where partners have equal facilities for investigation there is no relief for failure to inquire, absent fraud, overreaching, undue influence or reliance on fiduciary relations).

Because the proposed O'Brien transaction did not implicate partnership assets or earnings the price was not a material fact. Both *Diamond Parking* and *Bishop of Victoria* hold that a material fact required to be disclosed by a partner is one which would induce action or forbearance. What AOI sought here was consent to acquiring O'Brien interest. The sole implication of that was the potential impact on future voting. Disclosure of the price was not a material fact related to the affairs or property of the partnership. *Bishop*, 138 Wn. App. at 458. Also, AOI went one step further to invite inquiries and, if any partner wanted to advance *their own* interest, they could have inquired.

RSD incorrectly asserts that the Court of Appeals held the

disclosure duty was satisfied when AOI's counsel disclosed the details to RSD on July 10, and that this delay prevented RSD from timely responding. (Pet. 11, 12). The Court of Appeals simply recognized that after notice of the impending sale was sent on May 15, RSD did not respond *at all* until June 20 (and then only after being reminded by AOI), and when RSD learned the details on July 10, it waited until the O'Brien deal closed on July 30 to attempt to exercise a right of first refusal on August 8.

IV. CONCLUSION

Defendants/Respondents respectfully request this Court deny RSD's petition for review.

RESPECTFULLY SUBMITTED this 29th day of December, 2015.

Douglas M. Fryer, WSBA No. 01852
Lafcadio Darling, WSBA No. 14292
Counsel for Defendants/Respondents
2415 T. Avenue, Suite 205
Anacortes, WA 98221
360-293-6407

5728-26996

OFFICE RECEPTIONIST, CLERK

To: Karla Lavoie
Cc: 'jtilden@gordontilden.com'; 'mbrown@gordontilden.com'; 'eevans@gordontilden.com'; Douglas Fryer; Lafcadio Darling
Subject: RE: Answer To Petition For Review of RSD AAP, LLC.

Received on 12-29-2015

Supreme Court Clerk's Office

Please note that any pleading filed as an attachment to e-mail will be treated as the original. Therefore, if a filing is by e-mail attachment, it is not necessary to mail to the court the original of the document.

From: Karla Lavoie [mailto:KLavoie@hwb-law.com]
Sent: Tuesday, December 29, 2015 10:20 AM
To: OFFICE RECEPTIONIST, CLERK <SUPREME@COURTS.WA.GOV>
Cc: 'jtilden@gordontilden.com' <jtilden@gordontilden.com>; 'mbrown@gordontilden.com' <mbrown@gordontilden.com>; 'eevans@gordontilden.com' <eevans@gordontilden.com>; Douglas Fryer <DFryer@hwb-law.com>; Lafcadio Darling <LDarling@hwb-law.com>; Karla Lavoie <KLavoie@hwb-law.com>
Subject: Answer To Petition For Review of RSD AAP, LLC.

TO: Clerk of the Supreme Court

cc: Jeff Tilden, Michael Brown, Ellen Evans
of Gordon Tilden Thomas & Cordell, LLP, attorneys for Plaintiff/Appellant/Petitioner
Email served per agreement of counsel.

Re: CASE NAME: ***RSD AAP, LLC v ALYESKA OCEAN , INC. and HENDRICKS***
CASE NUMBER: Court of Appeal No. 71926-2-I
Filer: Karla Lavoie, Legal Assistant Phone: 206-292-8008 Email: klavoie@hwb-law.com
for Douglas M. Fryer, WSBA No. 1852 Direct: 360-293-6407 Email: dfryer@hwb-law.com
and Lafcadio Darling, WSBA No. 14292 Phone: 206-292-8008 Email: ldarling@hwb-law.com
of Holmes Weddle & Barcott P.C., attorneys for Defendants/Respondents

ATTACHED you should find the following:
- Answer To Petition For Review of RSD AAP, LLC.
Email filed. No hard copy will follow.

ATTACHMENT

Karla R. Lavoie, Legal Assistant
HOLMES WEDDLE & BARCOTT, P.C.
999 Third Ave. | Suite 2600 | Seattle, WA 98104
☎ 206-292-8008 Fax: 206-340-0289
✉ klavoie@hwb-law.com
for Douglas M. Fryer

☎ 360-293-6407
✉ dfryer@hwb-law.com

Disclaimer: This electronic message contains information from the law firm of Holmes Weddle & Barcott, A Professional Corporation, and is confidential or privileged. The information is intended solely for the use of the individual or entity named above. If you are not the intended recipient, do not read, distribute, reproduce or otherwise disclose this transmission or any of its contents. If you have received this electronic message in error, please notify us immediately via e-mail or by telephone at (907) 274-0666 (Anchorage) or (206) 292-8008 (Seattle).