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DIVISION II

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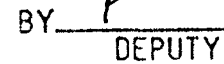
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DEPUTY

NO.463644-II

STATE OF WASHINGTON COURT OF APPEALS FOR DIVISION II

JOHN WORTHINGTON

Appellants

v.

CITY OF BREMERTON ET AL,

Respondents

APPELLANT JOHN WORTHINGTON'S AMENDED OPENING BRIEF

John Worthington
4500 SE 2ND PL.
Renton WA.98059

ORIGINAL

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I. ASSIGNMENTS OF ERROR

Assignments of Error.

The trial court erred when it ruled the Washington State Court of Appeals for Division II published opinion in Worthington v. WestNET, (No. 43689-2-II, Division Two. January 28, 2014) determined Worthington's Public Records Act (PRA) and Open Public Meetings Act (OPMA) complaint was frivolous and harassing.

The trial court also erred when it relied on a settlement agreement between Worthington and Kitsap County, because Kitsap County misrepresented the facts to Worthington at the time of that settlement, making that agreement null and void.

The trial court also erred when it ruled Worthington failed to transfer a previous public records case in Pierce County Superior Court to Kitsap County.

The trial court also erred when it ruled Worthington's motion to strike was frivolous and cause for sanctions because of the ruling in Worthington v. WestNET (Division II Published Opinion).

The trial court also erred when it ruled Worthington's complaint should not be transferred to another venue or be heard by a visiting Judge.

Issues Pertaining To Assignments of Error

1. Whether the trial court could rely on the Court of Appeals Published opinion in Worthington v. WestNET, (No. 43689-2-II, Division Two. January 28, 2014) for a dismissal of all claims and support a motion for CR 11 sanctions. Worthington respectfully argues the answer to that is no

because Worthington v. City of Bremerton et all had different parties than Worthington v. WestNET, and the Washington State Supreme Court overturned the opinion in Worthington v. WestNET.

2. Whether trial court could utilize a previous settlement agreement to support a motion to dismiss and for Cr.11 sanctions for an action under the PRA and OPMA. Worthington respectfully argues the answer to that is no because Kitsap County misrepresented the facts to Worthington at the time of that settlement, making that agreement null, void, and overreaching. In addition the request to name a public records officer, publish public records procedures and hold open public meetings had nothing to do with the settlement agreement, and the rest of the claims had been dropped.

3. Whether Worthington's OPMA and PRA claims to follow the statutory requirements to name public records officers publish public records procedures and hold open public meetings should have survived dismissal and were not frivolous and harassing. Worthington respectfully argues the answer to that is yes because the request to name a public records officer, publish public records procedures and hold open public meetings had nothing to do with the settlement agreement.

4. Whether trial court could rely upon the claim that Worthington did not transfer the same complaint in the Pierce County case to Kitsap County within 60 days. Worthington respectfully argues the answer to that is no because Worthington did transfer the case to Kitsap County when he sued WestNET within 60 days, after they appeared as a defendant in the Pierce County PRA case, without being named as a defendant in that case.

5. Whether the trial court could rely on Worthington v. WestNET, (No. 43689-2-II. Division Two. January 28, 2014) to deny Worthington's Motion to strike pursuant to RCW 4.24.525. Worthington respectfully argues the answer to that is no because Worthington v. City of Bremerton et all had different parties than Worthington v. WestNET, and the Washington State Supreme Court overturned that opinion.

6. Whether the trial court should have granted Worthington's motion for change of venue and request for a visiting Judge.

II. STATEMENT OF THE CASE

This case concerns public records and open public meetings matters under both RCW 42.56 and RCW 42.30. Appellant John Worthington brought suit against five governments entitles for PRA and OPMA and other violations. CP 402- 418.

Kitsap County responded with a Motion to dismiss pursuant to CR 12 B 6 and also requested sanctions pursuant to CR 11. CP 4-18

Worthington responded by removing Kitsap County from the PRA fees and fines associated with previous records requests and only requested Kitsap County join the other WestNET affiliate Jurisdictions in naming a public records officer for WestNET, publishing WestNET public records procedures , and require WestNET hold open public meetings .CP 168

Worthington also argued that a previous settlement agreement was null and void because Kitsap County misrepresented the facts about its role in the raid on Worthington in 2007. Kitsap County and the other WestNET affiliates maintained that the DEA did the raid on Worthington[1], and also represented that no Kitsap

[1] Worthington v. Washington State Patrol No. 38697-6-II. Division Two. October 20, 2009.Appeal from a judgment of the Superior Court for Thurston County, No. 08-2-01410-7, Chris Wickham, J., entered December 30, 2008. *Affirmed* by unpublished opinion per Penoyar, A.C.J., concurred in by Hunt and Quinn-Brintnall, JJ.

County employees took part in the raid on Worthington. Worthington provided documentation that showed the WestNET affilaites position to the federal court from 2009 to 2010, was that a loaned state employee ,Washington State Patrolman Fred Bjornberg conducted a raid for the DEA after having found 1200 plus marijuana plants at Steve Sarichs' house. WSP maintained it was a U.S. Department of Justice case and that there were no state records because this was a U.S. Department of Justice case.[2] CP 172-173

Worthington also argued the settlement agreement in 2008, was based on the roles of the Kitsap County Commissioners, the only parties for which Kitsap County agreed a settlement would apply since the individuals named in the tort claim , Roy Alloway and John Halsted, were not Kitsap County employees. CP 158-170

Worthington also argued the main cause for settlement in 2008, one year after the 2007 tort claim Kitsap County provided, was for a PRA request for forward looking infra-red warrants. Worthington argued Ione George purposely withheld that tort claim filing with the county commissioners regarding the 2006 FLIR request, and also argued it was that PRA claim for which Worthington agreed not to pursue again in the courts. CP 158-170

Worthington signed orders and stipulations dismissing all defendants from

[2] The beginning of a public records shell game that continues to this day.

the case but Kitsap County, refused to withdraw from the case. CP 355-360

On April 25, 2014, the trial court granted Kitsap County sanctions because Worthington filed a special motion to strike pursuant to RCW 4.24.525. CP 208-211. On May 16, 2014, the trial court granted Kitsap's CR 12(b) (6) motion and imposed CR 11 sanctions on Worthington. CP 212-214

Because all other defendants had already been released from the case, the effect of the trial court's orders became final judgments which relied upon a published opinion by the Court of Appeals for Division II in Worthington v. WestNET, (No. 43689-2-II , Division Two. January 28, 2014), which has since been overturned by the Washington State Supreme Court (No. 90037–0 Decided: January 22, 2015.) Worthington files this timely appeal.

III. ARGUMENT

A. Worthington's claims the WestNET affiliate jurisdictions should name a public records officer, publish WestNET public records procedures in the WestNET interlocal Agreement, and be required to hold open public meetings should have survived dismissal and were not cause for CR 11 sanctions.

The Court of Appeals for Division II reviews de novo the trial court's ruling on a 12(b)(6) motion to dismiss for failure to state a claim. Dana v. Boren, 133 Wn. App. 307, 3 10, 135 P.3d 963 (2006). While the allegations in the plaintiffs complaint must be taken as true, dismissal is proper "where it is clear from the complaint that the allegations set forth do not support a claim." Berge v. Gorton,

88 Wn.2d 756, 759, 567 P.2d 187 (1977). A trial court abuses its discretion when its decision is manifestly unreasonable, based on untenable grounds, or made for untenable reasons. In re Marriage of Littlefield, 133 Wn.2d 39, 46 -47, 940 P.2d 1362 (1997)[3]

Worthington respectfully argues he made allegations that set forth a proper claim that WestNET Affiliate Jurisdictions were required by law to name a public records officer, publish its public records procedures in the WestNET interlocal agreement, the only legal binding agreement between parties. CP 402-418

The trial court's decision was (1) outside the range of acceptable choices, because Washington State law requires public records officers to be named[4] requires public records procedures to be published[5] , and requires open public meetings [6]. Publishing these things in the individual affiliate agencies mean nothing unless they are policies agreed to by all the affiliate jurisdictions Worthington's request that they do this in the WestNET interlocal agreement was the only acceptable choice given the facts and the applicable legal standard. Furthermore, the Washington State Department of Commerce required WestNET

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[3] A decision is manifestly unreasonable if it is (1) outside the range of acceptable choices, given the facts and the applicable legal standard; (2) based on untenable grounds if factual findings lack support in the record; and (3) made for untenable reasons if it misapplies the applicable legal standard or applies an incorrect legal standard. Littlefield, 133 Wn.2d at 47.

[4] RCW 42.56.580

[5] RCW 42.56.040

[6] RCW 42.30.010

to fulfill the obligations to both the PRA and OPMA in its JAG grant contract. CP 224-241.

The trial Court's decision was (2) based on untenable grounds because the factual findings that Worthington v, WestNET held that Worthington's claims were frivolous and harassing, lacked support in the record, because Worthington v. City of Bremerton et al involved different parties, and ignored the requirement for WestNET to fulfill its obligations to the PRA and OPMA.

The trial court's decision was (3) made for untenable reasons because it misapplied the applicable legal standard for Worthington v. City of Bremerton et al and applies the incorrect legal standard in Worthington v. WestNET.

As shown above, the trial court's decision was manifestly unreasonable.

B. The trial court's decision that Worthington v. WestNET held that Worthington's complaint and special motion to strike pursuant to RCW 4.24.525 in Worthington v. City of Bremerton et al was frivolous and harassing was based on untenable reasons and was manifestly unreasonable.

The trial court allowed this case to be dismissed and awarded sanctions, based On the untenable grounds and untenable reason that Worthington v. WestNET applied to this case now on appeal, even though Worthington filed suit against the WestNET affiliate jurisdictions not WestNET. The trial court abused its discretion when it did so. "Abuse of discretion occurs where the trial court's decision rests on untenable grounds or untenable reasons." Kleyer v. Harborview Med. Ctr.,

76Wash.App. 542, 545, 887 P.2d 468 (1995).

On appeal, when asked by the Court of Appeals for division II what affect Worthington v. WestNET[7], had on Worthington v. City of Bremerton et al[8], Ione George admitted to this court that had minimal effect because the parties were not the same. Yet the trial court obviously relied on Washington v. WestNET in both the Special Motion to Strike hearing and the motion to dismiss and CR 11 sanctions. CP 208-211, CP 212-214

The trial court's decision should be overturned on these grounds alone.

C. In the alternative, Worthington v. WestNET, (No. 43689-2-II, Division Two. January 28, 2014), has since been overturned by the Washington State Supreme Court (No. 90037–0 Decided: January 22, 2015.)

In the alternative, if that ruling was not based on untenable grounds and was not manifestly unreasonable, because it relied upon the published opinion in Worthington v. WestNET(No. 43689-2-II , Division Two. January 28, 2014[9]), it has since been overturned by the Washington State Supreme Court (No. 90037–0 Decided: January 22, 2015[10]) Accordingly, this court should overturn the trial court's ruling, because Worthington v. WestNET, No. 43689-2-II, Division Two. January 28, 2014 no longer can be relied upon to set precedence for this case. [11]

[7] Washington State Supreme Court, (No. 90037–0 Decided: January 22, 2015.

[8] Ione George response to motion filed 04-07-15 to Court of Appeals Division II in Case No 463644

[9] CP 208-211, CP 212-214

[10] See Worthington's Motion on the merits, motion for RAP sanctions, and show cause motion why stay of judgement should be upheld, filed on the record in this appeal.

If the Court of Appeals finds that sub sections B and C are cause enough to overturn the trial court's ruling, The court need not consider the remaining subsections.

D. The settlement agreement was based on a previous PRA request regarding the use of FLIR, and for the contracts signed by the Kitsap County Commissioners, not for any future conduct by unknown Kitsap County employees, because they claimed everything was done by the DEA.

In June of 2006, Worthington filed a PRA request with Kitsap County looking for their use of forward looking Infra-red (FLIR). Kitsap County Responded back claiming they did not have any documents. Ultimately, Worthington made another request for the same records in 2008 and Kitsap County then released multiple Flir search warrants which should have been available in 2006. On April 22, 2008, Worthington wrote an email claiming the County was in violation of the PRA and requested penalties for 20 months. On April 24, 2008, Kathy Collings of Kitsap County sent Worthington a form for damages which Worthington sent in to the Kitsap County Commissioners. It was this claim that sat on the table when Mr. Abernathy and Mr. Worthington negotiated the terms of the settlement. CP 158-170, CP 171-200.

In 2008, Worthington assembled a series of federal contracts and other documents showing a bypassing of Washington State laws and usurping of local authority. Those contracts were signed by the Kitsap County Commissioners. Worthington started contacting the Kitsap County Administration office about

these contracts and was sent a tort claim form to the County Commissioners. On May 15, 2008, Worthington outlined his complaint and sent them by email to two County Commissioners. Worthington sent in his claim form to the Kitsap County Commissioners. Kitsap County has not provided that claim form or any tort Claim for 2008 to the Kitsap County Commissioners to the court. Worthington has provided a copy of the claim form for the Kitsap County Commissioners, and it is not the same as a claim for Risk Management cited by Kitsap County. CP171-200

For over a year, Mark Abernathy, the Kitsap County's Risk Management official who negotiated the settlement, was crystal clear in stating he could not settle WestNET matters. First of all, Worthington had not named a specific Kitsap County employee in the 2007 Risk Management Claim. Second of all the WestNET employees that were named were not Kitsap County employees, and Kitsap County had no liability or authority to settle any claims for Roy Alloway and John Halsted. For more than a year Kitsap County scoffed at Worthington's tort claim, and made their position clear that they could not settle matters involving Roy Alloway and John Halsted.

Mr. Abernathy could only make settlements for actions involving Kitsap County Employees, and he did so for failing to abide by the PRA for FLIR requests and for the Kitsap County Commissioners signing federal contracts to avoid state laws. The settlement was not for the acts of Roy Alloway and John Halsted. Ione George relied upon hearsay and was never part of that negotiation and she provided the trial court cherry picked evidence from the record and did not provide the trial court with all the documents regarding that settlement.

Releases are contracts. As such, the general rule is that traditional contract principles apply. Nationwide Mut. Fire Ins. Co. v. Watson, 120 Wash.2d 178,187,840 P.2d 851 (1992). "Under contract law, a release is voidable if induced by fraud, misrepresentation or overreaching or if there is clear and convincing evidence of mutual mistake." Watson, 120 Wash.2d at 187, 840 P.2d 851 (citing Beaver v. Estate of Harris, 67 Wash.2d 621, 409 P.2d 143 (1965)).

Here, Kitsap County knew the DEA raid story was a hoax and obtained a release from future suit from Worthington under the false representation that the WestNET affiliates just initiated the raid on Steve Sarich and then called the DEA to conduct the raid on Worthington. CP181

As shown above the settlement agreement was null and void once Worthington discovered the DEA did not conduct the raid and WestNET did. Worthington was within his right to disavow the settlement and Kitsap County should have sued for breach of contract instead of trying to chill Worthington's public participation with a fraudulently obtained settlement agreement that was not worth the paper it was written on once it became known that Kitsap County employees were involved in the raid on Worthington.

E. Worthington withdrew and corrected potential CR 11 violations.

"CR 11 shares many similarities with Rule 11. When the language of a Washington rule and its federal counterpart are the same, courts look to decisions interpreting the federal rule for guidance." (See, e.g., Am. Disc. Corp. v. Saratoga W., Inc., 81 Wash. 2d 34, 37-38, 499 P.2d 869 (1972). See also Bryant v. Joseph Tree, 119 Wash. 2d 210,221, 829 P.2d 1099 (1992) (construing CR 11 in light of

FRCP 11 because the state rule is modeled after and is substantially similar to the federal rule). Litigants in federal court may avoid the imposition of sanctions if they withdraw or correct contentions after a potential violation is called to their attention.96 Young v. Corbin, 889 F. Supp. 582, 585 (N.D.N.Y. 1995). Here, Worthington did both but the trial court sanctioned him anyway.

Worthington only requested Kitsap County respond to the request to name a public records officer, publish public records procedures and hold open public meetings. These allegations had nothing to do with a previous case and any settlement agreement. The defendant and the trial court clearly relied upon Worthington v. WestNET to uphold its motion to dismiss and award of CR 11 Sanctions.

Worthington respectfully argues he corrected the contentions but the trial court abused its discretion when it relied upon Worthington v. WestNET to uphold dismissal and sanctions against Worthington.

F. Kitsap County's Motion for sanctions was a SLAPP violation.

Kitsap County should have withdrawn is motion for sanctions when Worthington corrected his complaint to remove all but the request to name WestNET public records officers, publish WestNET PRA procedures, and hold Open Public Meetings.

The Court of Appeals can reverse the trial Court sanctions and apply them to the defendant Kitsap County for filing a baseless brief.(See Bryant v. Joseph Tree, INC. 119 Wn.2d 210, P.2d 1099.) The court of Appeals has all

they need to support that decision. They have the motions filed by Kitsap County claiming Worthington should have known WestNET was not a legal entity subject, and Kitsap's claims the Court of Appeals published opinion in Worthington v. WestNET supported that legal theory. In addition, they have the Trial Courts ruling and finding of facts and conclusions of law stating that Worthington v. WestNET was applicable case law in two hearings in which sanctions were awarded based on that now altered legal theory. The Court also has Ione George's quasi-Alford plea that now claims Worthington v. WestNET does not apply to Worthington v. City of Bremerton et al.

Accordingly, Worthington respectfully argues the Court of Appeals for Division II hold that Worthington's complaint requesting WestNET affiliate jurisdictions publish their public records procedures for WestNET; and, name a public records officer; and start requiring WestNET to hold Open Public Meetings, had a factual and legal basis, but that the defendants' motion to dismiss and for CR 11 sanctions lacked a factual and legal basis. Furthermore, George's response to Worthington's Slapp Motion (Special Motion to strike) which clearly relied on the allegedly meaningless Worthington v. WestNET , had no factual or legal basis.

G. Worthington did transfer the venue within the 60 day time period.

As shown on the record in Pierce County Superior Court[12], The last order

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[12] https://linxonline.co.pierce.wa.us/linxweb/Case/CivilCase.cfm?cause_num=11-2-13236-1

denying Motion to reconsider was on October 28, 2011. As shown above Worthington had until December 28, 2011 to change the venue to Kitsap County. As shown on the Washington Courts website, Worthington filed on WestNET, who was also a defendant in the Pierce County case, and also ordered to be transferred to Kitsap County on December 8, 2011[13], 20 days prior to the 60 day deadline.

Once Worthington filed on WestNET, neither Ione George nor any of the other defendant's ever objected to nor ever mentioned the change of Venue in the proceedings in Worthington v. WestNET. They must have gotten what they wanted. The defendants all had the same arguments they wanted[14], the party they wanted, and the venue they wanted. If that was not the case, the defendants in Worthington v. Washington State et al, including WestNET could have filed an objection, but none of them did at the time.

Worthington respectfully argues that Ione George purposely withheld everything she knew about Worthington v. Washington State et al from the trial court in Worthington v. WestNET because she knew WestNET appeared as a defendant in the case and was ordered to be transferred to Kitsap County. Since George did not appeal that decision, WestNET was collaterally estopped from arguing it was not an entity subject to suit. This would have been a game changer

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[13] http://dw.courts.wa.gov/index.cfm?fa=home.casesummary&crt_itl_nu=S18&casenumber=11-2-02698
3&searchtype=sName&token=6CA9BA27C9ECCCFAD9FA8E79C9CA2B9E&dt=5E4F7B8E2
8C750DEB51225A4FACC14DF&courtClassCode=S&casekey=157810592&courtname=KITS
AP SUPERIOR

[14] That WestNET was not subject to suit. That allegation was made by all the parties in Worthington v. Washington State et al 2011.

to the case in Worthington v. WestNET and this case would have been unnecessary.

H. Kitsap County Superior court should have transferred the venue to a non-WestNET affiliate jurisdiction or allowed a visiting Judge from Jefferson County to hear this mater

The law requires both an impartial judge and a judge that *appears* impartial. State v.Madry, 8 Wn. App. 61, 70, 504 P.2d 1156 (1972). "'Under the appearance of fairness doctrine, a judicial proceeding is valid only if a reasonably prudent, disinterested observer would conclude that the parties received a fair, impartial, and neutral hearing.'" State v. Bilal, 77 Wn. App. 720, 722, 893 P.2d 674 (1995)(quoting State v. Ladenberg, 67 Wn. App. 749, 754-55, 840 P.3d 228 (1992)).

Worthington requested a change of Venue and a visiting Judge from Jefferson County to hear this case because Judge Laurie mentioned a potential conflict of interest with WestNET cases. CP 152-157 Id at CP157

The request was denied. Worthington objected on the record.

Judge Olsen was the motions Judge that transferred Worthington's motion for a change of venue and request for a visiting Judge to another Judge and another courtroom, but Worthington had filed an affidavit of prejudice on that Judge earlier in the morning prior to the hearing.

Worthington respectfully argues that Kitsap County Superior Court

was upset at Worthington for blocking the Judge they wanted to hear his case and also argues the court was predetermined to rule on the complaint itself and proceed with the case in Kitsap County. Jim Haney, the counsel for Poulsbo even highlighted this event for the special motion to strike and made oral arguments stating the " trail court was upset" at Worthington's actions.

Worthington argues Kitsap County Superior Court was prejudiced against him and assigned him to one Judge (Judge Houser) who reasoned he had not signed a WestNET search warrant before and therefore denied the Change of Venue as if he were going to hear the matter then transferred the case back to the Judge Olsen, the Judge that initially transferred the case, and who had signed many WestNET search warrants.

Worthington avers the Kitsap County Superior court's blatant shuffling of the Judges violated the Appearance of Fairness Doctrine. Worthington also avers that the court proceedings themselves also violated the appearance of Fairness Doctrine when Judge Olsen simply picked up the proposed order prepared by Ione George and read from it after the hearings had concluded, and made no remarks to account for the oral testimony made by Worthington. Judge Olsen had to be corrected by Ione George as to the contents of the order in both the hearing for the special motion to strike and the motion to dismiss. This gave the distinct impression that the ruling had been made by Ione George not Judge Olsen. This further tarnished

the proceedings and underscored the Appearance of Fairness Doctrine and the principles for which it was based. The Court Of Appeals should overturn the Trial Court's ruling against a change of venue and request for a visiting Judge.

IV. CONCLUSION

The ultimate purpose of this case was to require WestNET affiliate Jurisdictions comply with the requirements of the PRA and OPMA. Worthington was engaged in a lawful pursuit of worthwhile activism to advocate for a legitimate change in policies by WestNET affiliate Jurisdictions, so others would not have to go through 7 years of litigation to get access to public records.

A frustrated Ione George, a WestNET prosecutor, has constantly interfered with Worthington's "bullheaded" pursuit of the facts and events that took place on a raid on his residence in 2007. From filing a notice of Appearance for WestNET in a previous PRA lawsuit in Pierce County against the WestNET affiliate Jurisdictions, in which she allowed herself to be listed as an Attorney for the City of Bremerton, when she knew she could not represent Bremerton in civil actions, to the use of a settlement agreement to prevent compliance with the PRA and OPMA, The Kitsap County Prosecutor assigned to WestNET has worked overtime to involve herself in the obstruction of Worthington's pursuit of justice and the truth.

Worthington would understand and respect an attempt to aggressively defend a municipality, county or state against civil actions, and does not expect the defendants to just roll over and admit wrong doing or simply concede to arguments

without a meaningful adversarial testing.

However, in this case and all the other PRA complaints Worthington has filed since 2008, there was a familiar theme and tactic to play a public records shell game, while Worthington's civil tort claims were being litigated in the federal and state courts.

The WestNET and TNET participants were trying to keep the wheels on their fabricated DEA raid on Worthington. Worthington ultimately signed a settlement in 2008 based upon this DEA raid and settled in part for the Kitsap County Commissioners role in that DEA raid.

Meanwhile, the WestNET records WestNET General Report were the glue required to hold that fabrication and fraud together. The absence of these documents were essential to keeping a fraud and misrepresentation together long enough to get a dismissal on Worthington's federal case by pinning the blame on a loaned state employee immune from state laws.

Worthington was told and believed that a DEA raid had been conducted on him and his residence, and was told that no WestNET participating members were involved once the raid was initiated at another location. The WSP went as far to claim it was a USDOJ investigation. Ultimately this court,[15] Worthington and the federal court believed this fraud and misrepresentation. The federal court ultimately agreed that the main tortfeasor Fred Bjornberg conducted the raid and was immune from medical marijuana laws, and dismissed Worthington's claims.[16]

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[15] Worthington v. Washington State Patrol No. 38697-6-II
[16] Worthington v. Washington State Attorney General et al No. C10-0118 JLR

It was during that federal case when the Washington State Attorney General sent a public records response to Worthington's attorney in December of 2010, that included a portion of the WestNET General report, that the wheels of the fraudulent DEA raid started to come loose.

It was these glimpses of the WestNET General report that started Worthington's pursuit of the real truth and led him to make a March 5, 2010 PRA request to WestNET sent to Kitsap County. WestNET/Kitsap County never provided a redaction log and provided Worthington a fraction of the documents in the report and only let Worthington copy one page.

Worthington tried to use that one page to overturn the federal case but there was not enough there to authenticate the claims the federal raid was a hoax. Worthington persisted and obtained documents from other jurisdictions and pursued the matter in the state court.

As that PRA case proceeded during the state tort claim case, WestNET affiliates led by Ione George were desperate to hide as much of the WestNET General report as they could. They attempted to keep as much of the truth from Worthington as they could until the statute of limitations could expire. Their efforts succeeded. Worthington's state tort claim was dismissed due to statute of limitations and was not accepted for review by the Washington State Supreme Court.

Worthington argues that is why George intervened in the Pierce County PRA

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http://docs.justia.com/cases/federal/district-courts/washington/wawdce/2:2010cv00118/165145/66/

case without properly intervening, and filed a notice of Appearance for WestNET. Worthington had the affiliate jurisdictions, the parties this court itself ruled were the parties responsible for WestNET, in a PRA case. But they were all arguing Worthington's records case should have been dismissed because WestNET was not a legal entity, and requesting a change of venue to a county despite never answering interrogatories on where the actual location of the record was.

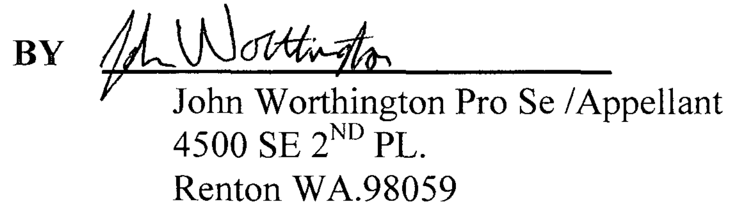
Had George had not intervened with WestNET and asked for a ruling to dismiss the case or transfer them as a defendant to Kitsap County, and had the Pierce County Superior Court not transferred WestNET as a defendant over to Kitsap County, there would never have been a Worthington v. WestNET and this Case against the affiliate Jurisdictions would have been litigated in 2011.

That is why this case is not about a respectful meaningful adversarial testing of a PRA claim or any settlement agreement. This case is about continuing the practice of hiding documents from Worthington, and continuing the practice of WestNET skirting PRA and OPMA requirements so WestNET can continue to "operate confidentially and without public input."

The case law in Worthington v. WestNET has now been overturned and cannot be used to support dismissal or sanctions in this case.

Worthington respectfully argues the trial court's order of dismissal and sanctions should be overturned so the parties can concentrate on the Worthington v. WestNET matter, since it was remanded back to the trial court.

Respectfully submitted this 7TH day of May, 2015



BY

John Worthington Pro Se /Appellant
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Declaration of Service

I declare that on the date and time indicated below, I caused to be served Via email, a copy of the documents and pleadings listed below upon the attorney of record for the defendants herein listed and indicated below.

1. APPELLANT'S OPENING BRIEF

IONE GEORGE/KITSAP COUNTY

614 Division Street MS-35A
Port Orchard, WA 98366

FILED
COURT OF APPEALS
DIVISION II
2015 MAY -7 AM 9:56
STATE OF WASHINGTON
BY ______ DEPUTY

I declare under penalty of perjury under the laws of the United States that the foregoing is True and correct.

Executed on this 7TH day of May, 2015.

BY [signature]

John Worthington Pro Se /Appellant
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