73068-1

No. 73068-1

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON,
DIVISION I

DELEX, INC., a New York corporation,

Respondent,

v.

SUKHOI CIVIL AIRCRAFT COMPANY, a Russian Federation
Closed Joint Stock Company

Appellant.

BRIEF OF RESPONDENT DELEX, INC.

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I. INTRODUCTION

Plaintiff/judgment creditor Delex Inc. ("Delex") and defendant/judgment debtor Sukhoi Aircraft Company ("Sukhoi") entered into a documented contract by which Delex leased warehouse storage space for Sukhoi's use in Washington. After Delex leased the space and incurred expenses and third-party contractual obligations, Sukhoi reneged, and refused to pay Delex the agreed contract price. Delex filed suit and served Sukhoi with process; Sukhoi ignored the service; and Delex entered a default judgment. Only when Delex obtained a writ of execution on Sukhoi's property within Washington did Sukhoi emerge with aggressive motion practice before the trial court and this Court seeking to further evade its contractual obligations.

Delex effectively served Sukhoi with process as provided by Russian law, which is effective in the United States. The federal judiciary has firmly established that ordinary Hague Service Convention ("Convention") protocols do not apply in the Russian Federation, and that service of process in Russia to commence a U.S. action may be effected in any manner consistent with proper service under the laws of Russia. No court known to the parties has held otherwise. This concept does not vary based on whether the action is pending in state or federal court, as federal court construction and administration of U.S. treaties is binding on the

states and their courts. There is no basis for Delex's judgment to be disturbed.

Delex is entitled to an award of its reasonable attorneys' fees incurred by this motion based on Sukhoi having improperly obtained an injunction of the Sheriff's sale of seized property.

II. STATEMENT OF THE CASE

1) Operative Facts of Underlying Action

In or about 2007, Sukhoi asked Delex to find office and warehouse storage space for Sukhoi in the Seattle, Washington area. Delex agreed to assist Sukhoi in its search for office and warehouse storage space. Sukhoi represented to Delex that it had the means to pay, and would pay, all rent payments and other costs associated with a lease for the office and warehouse space it required. CP 2.

Delex maintained a small office in Seattle which it leased from AMB Institutional Alliance Fund II, LP ("AMB"). AMB advised Delex it had available for lease additional office and commercial warehouse storage space that would fit Sukhoi's needs. In or about December 2007, Delex offered to arrange a lease of this space for Sukhoi. Delex and Sukhoi reached an agreement whereby Delex would be the named tenant on the lease because AMB would not contract with a foreign company. CP 2.

On March 21, 2008, Delex provided Sukhoi a formal offer letter (the "Offer") for the lease of 13,000 square feet of warehouse and office space (the "Property") located at 1840 South 144th Street, SeaTac, Washington, which was owned by AMB. On March 26, 2008, Igor Andreev, Sukhoi's vice-president in charge of procurement, accepted the Offer by affixing onto it Sukhoi's stamp "Accepted," with his signature and the date filled in manually (the "Contract"). CP 2-3; 8-9.

Relying on Sukhoi's representations and the Contract, Delex entered into a three-year lease with AMB for the Property on April 3, 2008 (the "Lease"). In accordance with the Contract, from May 1, 2008 to December 2008, Delex invoiced AMB for sums due under the Lease. CP 3.

Sukhoi made no payments to Delex. After six months of payments to AMB, Delex was forced to stop paying rent under the Lease. Delex surrendered the premises to AMB in or about February of 2009. On or about April 30, 2009, AMB instituted a lawsuit against Delex in the Superior Court of King County, State of Washington, Cause No. 09-2-17609-4. AMB claimed damages of $485,000, including unpaid rent, interest, and attorney fees. Delex settled AMB's lawsuit pursuant to a settlement agreement executed in July 2010. CP 3.

2) Service of Process on Sukhoi

Per the Affidavit of Service, Sukhoi obtained actual possession of the summons and complaint Delex served on it in April 2012. CP 92; 95-116. Sukhoi agrees it had actual knowledge of the action, and that service in the manner effected was proper under Russian law governing commencement of litigation.

As the Affidavit of Service demonstrates, personal service of process was effected on "Muravyeva, Natalia Nikolaevna, the Head of Foreign Activity Legal Support Department, which is confirmed by her signature on the list of documents dated April 27, 2012," and "[t]he papers were served at the headquarters of the Closed Joint Stock Company 'Sukhoi Civil Aircraft.'" CP 98.

A default judgment was entered on August 3, 2012. CP 117-19. On August 9, 2012, attorney Robert Bondar, representing Delex, wrote to the same Natalia Nikolaevna Muravyeva, advising Sukhoi that judgment had been entered. CP 186-90. Sukhoi ignored this email. CP 186.

Sukhoi now seeks to vacate a default judgment entered against it some three years ago. The description of the property seizure and motion practice before the trial court and this Court which Sukhoi presents in the Brief of Appellant at 4-6 is accurate, including how Sukhoi obtained a stay of the trial court's writ of execution and scheduled Sheriff's sale.

III. SUMMARY OF ARGUMENT

Sukhoi seeks to avoid payment of its contractual obligations and satisfaction of Delex's judgment by presenting a convoluted argument regarding Convention service requirements. Uniform federal judiciary decisions demonstrate Delex's argument is baseless. Washington law and this Court are subject to the federal judiciary's construction and enforcement of international treaties. Neither law nor logic suggests a U.S. plaintiff must undertake a clearly futile, six-month process of service through the Convention before proceeding with entry of default against a Russian defendant.

Sukhoi elected to do business in Washington. It had actual knowledge of the Washington action, and ignored it at its own peril. As Sukhoi improperly enjoined a Sheriff's sale, Delex should be awarded its attorneys' fees.

IV. ARGUMENT

1) Sukhoi's Brief is Improper

Sukhoi disregards the requirements of RAP 10.3(a)(5) that an appellant's Statement of the Case be "without argument" and that "[r]eference to the record must be included for each factual statement." The second half of Sukhoi's Statement of the Case consists entirely of argumentative assertions without reference to the record.

In violation of RAP 2.5(a), Sukhoi raises in its brief new argument not presented to the Commissioner or trial court in multiple proceedings before this appeal. These are specified below.

2) Service of Process was Effective

Civil Rule 4(i) provides:

(i) Alternative Provisions for Service in a Foreign Country.

> (1) *Manner.* When a statute or rule authorizes service upon a party not an inhabitant of or found within the state, and service is to be effected upon the party in a foreign country, it is also sufficient if service of the summons and complaint is made: (A) in the manner prescribed by the law of the foreign country for service in that country in an action in any of its courts of general jurisdiction; ...The method for service of process in a foreign country must comply with applicable treaties, if any, and must be reasonably calculated, under all the circumstances, to give actual notice.

Because the Russian Federation refuses to effectuate service of process in accordance with protocols established by the Convention, U.S. courts have established that service of process in Russia is effective if accomplished by a means that would be acceptable under Russian law:

> The Russian Federation no longer complies with formal requests for judicial assistance pursuant to the Hague Convention from the United States. Therefore, service of process may be carried out by alternative methods that comport with the laws of the Russian Federation, the Federal Rules of Civil Procedure, and principles of Due Process. *See, e.g.,* [citations omitted] (approving service of process by non-treaty based means upon an individual in Russia, in view of suspension of Hague Convention processes).

Microsoft Corp. v. Does 1-18, 2014 WL 1338677, 3 (E.D.Va. 2014). *See also In re Cyphermint, Inc.*, 445 B.R. 11, 17 (Bkrtcy. D. Mass. 2011)("Because service of process on the defendants pursuant to the Hague Service Convention has been rendered impossible due to the unilateral action of the Russian Federation Central Authority, the Chapter 7 trustee's service on the defendants in accordance with the laws of the Russian Federation as authorized by this Court was sufficient and proper.").

This is consistent with a 2009 U.S. State Department Circular regarding service of process within the Russian Federation:

> Because of the Russian suspension of executing U.S. judicial assistance requests in civil and commercial matters, we advise litigants that they may wish to seek guidance from legal counsel in the Russian Federation regarding alternative methods of service. The United States has informed the Russian Federation on numerous occasions that in the absence of a direct channel for U.S. judicial assistance requests, U.S. courts and litigants will explore other methods to effect service of process. Where service is effected by an agent in the Russian Federation, such as a Russian attorney, such a person may execute an affidavit of service at the U.S. embassy or a U.S. consulate in Russia as a routine notarial service. [1]

In reversing a district court's refusal to recognize service of process in Russia by means similar to those used here, the U.S. Court of Appeals for the Federal Circuit, citing the Ninth Circuit, ruled:

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[1] Available at http://travel.state.gov/content/travel/english/legal-considerations/judicial/country/russia-federation.html.

> The district court granted the Abbyy defendants' motion to dismiss for failure to serve Abbyy Production in accordance with the Hague Convention. Although Nuance did not attempt to serve Abbyy Production through the central authority of the Russian Federation, the record indicates that Nuance could not have done so [citation to State Department Circular omitted].
>
> ***
>
> Nuance served Abbyy Production in Moscow by personal delivery. … The Ninth Circuit has observed that "courts have applied Rule 4(f)(2)(A) to approve personal service carried out in accordance with foreign law." *Brockmeyer v. May,* 383 F.3d 798, 806 (9th Cir. 2004). ... Thus, a corporation can be served by personal delivery under Rules 4(h)(2) and 4(f)(2)(A), provided that personal delivery is prescribed by the foreign country's laws for service in that country in an action in its courts of general jurisdiction.
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> … [F]ederal courts have discretionary authority to direct service "by other means not prohibited by international agreements." [citations omitted]. … The Advisory Committee Note to Rule 4 explains that Rule 4(f)(3) is particularly appropriate where a signatory to the Hague Service Convention has "refused to cooperate for substantive reasons." [citations omitted]. …. Substituted service under Rule 4(f)(3) has also been specifically used to serve litigants from the Russian Federation in multiple U.S. courts. [citations omitted].

Nuance Communications, Inc. v. Abbyy Software House, 626 F.3d 1222, 1237 (Fed. Cir. 2010). *See also Fujitsu Ltd. v. Belkin Intern., Inc.*, 782 F.Supp.2d 868, 877 (N.D.Cal. 2011), citing *Nuance* to reach the same conclusion.

For these reasons, it is clear Delex effected service of process on Sukhoi properly and effectively in Russia.

3) Washington State Courts are Bound by Federal Court Construction of the Convention

Judicial determinations uniformly agree that service in Russia through the Convention is impossible. The state courts of at least one state, New York (where much international business is transacted), have held personal service as provided by Russian law effective in lawsuits against residents of Russia. *Invar Intern., Inc. v. Zorlu Enerji Elektrik Uretim Anonim Sirketi*, 86 A.D.3d 404, 405, 927 N.Y.S.2d 330, 330 - 331 (N.Y.A.D. 1 Dept. 2011). *See also Andrews v. State of New York,* 79 N.Y.S.2d 479, 484 (N.Y. Ct. Cl. 1948) (state courts are bound to follow federal court's interpretation of treaty), *aff'd,* 93 N.Y.S.2d 705 (N.Y. App. Div. 1948).

Particularly in the absence of any contrary authority or rationale, federal court decisions interpreting the Convention are binding on state courts just as they are with any other treaty. The federal judiciary has exclusive and preemptive jurisdiction over the construction of a U.S. treaty. "The Federal Courts have the power to interpret the Constitution, treaties, and the laws of the United States." *Marbury v. Madison,* 1 Cranch 137, 2 L.Ed. 60 (1803). "Courts of the United States have final

authority to interpret an international agreement for purposes of applying it as law in the United States." *Juda v. U.S.*, 13 Cl.Ct. 667, 678 (Cl.Ct. 1987) *citing Restatement (Revised) Foreign Relations Law of the United States*, § 326.2 (Tentative Final Draft 1985). "Indeed, federal courts are the final interpreters of treaties." *Igartua-De La Rosa v. U.S.*, 417 F.3d 145, 183 (1st Cir. 2005).

"Of course, to the extent that state courts construe the Constitution, laws and treaties of the United States, they share with the federal courts the obligation to follow authoritative federal construction of the supreme law of the land." S*ole v. Grand Jurors of State of N. J. for Passaic and Bergen Counties*, 393 F.Supp. 1322, 1326 (D.C.N.J. 1975). *U.S. v. Washington*, 19 F.Supp.3d 1252, 1256 (W.D.Wash. 1997)("This jurisdiction and responsibility also must be exercised in conformity with rights reserved by federal treaty, as interpreted by federal court decisions and orders."); *Pagan Torres v. Negron Ramos,* 578 F.2d 11, 13 (1st Cir. 1978) ("[T]he federal courts must be the final arbiters of any matter ... involving the construction of a treaty ..."); *Cayuga Indian Nation of New York v. Cuomo,* 758 F. Supp. 107, 113 (N.D. N.Y. 1991) (federal court's interpretation of treaty binding on state courts); *United States v. Washington,* 459 F. Supp. 1020, 1047 (W.D. Wash. 1978) ("[I]nterpretation of federal treaty provisions is a federal question which

can only be finally determined by the federal courts."), *aff'd,* 645 F.2d 749 (9th Cir. 1981).

State courts, including this one, are in accord. *State v. McCoy*, 63 Wn.2d 421, 453, 387 P.2d 942 (1963) ("This court is bound by *all* treaties made under the authority of the United States. Such treaties are by the Federal Constitution declared to be 'the supreme Law of the Land.' This court is also bound by the decisions of the United States Supreme Court as to the validity and interpretation of treaties [emphasis in the original]."); *People v. Chosa*, 252 Mich. 154, 157, 233 N.W. 205, 206 (Mi.1930) ("It being a compact of the federal government and superior to the Constitution and laws of the state, U.S. Const. art. 6, clause 2, the construction of a treaty by federal courts is binding on state courts."). *See also Sandsend Financial Consultants, Ltd. v. Wood*, 743 S.W.2d 364, 366 (Tex.App.–Hous. [1 Dist.] 1988); and *Universal Adjustment Corp. v. Midland Bank, Ltd., of London, England*, 281 Mass. 303, 323-324, 184 N.E. 152, 162 (Mass.1933).

The Supremacy Clause does not alter the analysis. Delex agrees Washington is subject to the treaties of the United States, including the Convention. However, the extent to which Washington courts are subject to a treaty; how they may enforce and comply with a treaty; the implications of a violation by another party to a treaty; and other aspects

of treaty construction and administration, are all within the federal judiciary's exclusive dominion.

Sukhoi goes so far as to ask this Court to agree that "[i]t is the United States, and not the Russian Federation, whose procedures for the implementation of the Convention deviate from the treaty's provisions ..." Brief of Appellant at 23. That argument completely disregards the federal judiciary's exclusive authority, and should not be considered as a basis to determine that Washington may enforce the Convention in ways contrary to federal court interpretation of it. Put simply, neither Sukhoi nor a state court may construe the Convention contrary to the construction of several federal courts, and impose that contrary construction on Delex.

Nor is the issue one of "discretion" that a federal court has in construing the Convention that a state court does not. The federal judiciary's authority to construe a treaty extends not just to itself, but to the nation and its state courts as well. By holding personal service effective in Russia, the federal courts exercised their authority to act for the country as a whole.

The federal courts did not condition the effectiveness of personal service of process on a plaintiff's obtaining "permission and judicial approval for alternative service." While it may be true the plaintiff did so pursuant to FRCP 4(f)(3) in one of Delex's cited federal precedents,

Microsoft Corp. v. John Does 1-18, 2014 WL 1338677 (E.D. Va. 2014), the jurisprudence does not suggest such prior authorization is a prerequisite.

Washington's analogous CR 4(i) does not contain any provision requiring court authority before service abroad may be effected in conformance with federal precedents interpreting the Convention. Nor does any cited Washington case law speak to pre-service authorization. Delex's service on Sukhoi would comply with FRCP 4(f), which is the federal counterpart of CR 4(i). Thus, there is no requirement in Washington for the prior authorization Sukhoi complains is missing. Brief of Appellant at 16.

4) Federal Courts and the State Department were Not Ignorant of the Law

In motion practice before the trial court and this Court's Commissioner, Sukhoi did not dispute that service of process in Russia under the Convention is impossible. By Sukhoi's interpretation of circumstances heretofore, it would be impossible for any U.S. plaintiff to sue a Russian company in any state court, as service of process is impossible unless accomplished by a means only federal courts can sanction. Now, for the first time, Sukhoi argues that service in Russia is

possible under terms the Convention contemplates, and/or that the Convention contains exclusive provisions for entry of default.

Sukhoi essentially asks the Court to conclude that a series of federal court decisions and the State Department's pronouncement are all erroneous and should be disregarded as non-precedential; that service of process in Russia under the Convention is possible; and that default may be entered only pursuant to the Convention's terms.

Specifically, Sukhoi asserts that "[b]ecause default judgment was entered without appearance by SCAC, the Court lacks certain evidence critical to evaluating the merits of Delex's Complaint and Delex's allegation that if it had complied with the Convention its effort would have been futile." Brief of Appellant at 7. Sukhoi similarly asserts that "[t]his Court also lacks any record evidence to support any findings of fact relating to the Russian Federation's handling generally of American requests for service of process under the Convention or whether Delex would have actually encountered futility by following the requirements of the Convention in effecting service of process." *Id.* at 8. These points ignore the findings of several federal courts whose decisions are cited above.

Sukhoi points to not one precedent in which a Russia-domiciled defendant was served with process under the Convention. Nor does

Sukhoi explain how and why the federal precedents cited above concluded doing so is impossible. Absent authority for the suggestion that service in Russia under the Convention is possible, the Court must conclude it is not.

Sukhoi does not dispute that federal courts, per the cited decisions, would recognize as effective Delex's personal service of process in Russia and enforce default accordingly. However, it now urges that Washington should require futile service on Russia's central authority that federal courts do not require; and adhere to Convention procedures for entry of default about which federal courts have been purportedly ignorant for years.

5) Convention Article 15

For the first time, Sukhoi argues that Article 15 of the Convention provides the exclusive process and terms by which default may be issued against a resident of a member state. Brief of Appellant at 18-19. However, the "two sets of procedures for entry of default" under Article 15 specifically are premised on an active central authority in the domiciliary state. The first procedure requires that:

> (a) the document was served by a method prescribed by the internal law of the State addressed for the service of documents in domestic actions upon persons who are within its territory, or
>
> (b) the document was actually delivered to the defendant or to his residence by another method provided

> for by this Convention, and that in either of these cases the service or the delivery was effected in sufficient time to enable the defendant to defend.

Neither of these could be accomplished when Russia neither prescribes an internal law for service nor adheres to another method provided by the Convention.

In addition to other stated conditions, the second procedure requires that "(a) the document was transmitted by one of the methods provided for in this Convention." Again, as Russia will not enforce any method provided under the Convention, default under this procedure is impossible.

Sukhoi cites to not one instance in which any U.S. or other foreign plaintiff has ever obtained a default when the Russian Federation failed to process service through a central authority. Sukhoi cites three New York decisions addressing the Convention's "jurisdictional safety valve." Brief of Appellant at 21-22. However, none of these involve member countries which have pronounced a specific refusal to abide by the Convention and either designate a central authority through which it will effectuate service of process, or state alternative means of service. Those three cases involve circumstances wherein a member country's designated central authority simply fails to return a certificate.

Similarly, Sukhoi cites *Broad v. Mannesmann Anlagenbau, A.G.*, 141 Wn.2d 670, 674, 10 P.3d 371 (2000) for the notion that "[a]lthough the convention also provides for several alternative methods of service, it allows signatory countries to object to those methods." Brief of Appellant at 14-15. That case also inapposite, as Germany specifically enforces service through its designated central authority. Russia, on the other hand, has made it clear that it will not process service through a central authority, and there is no alternative means to serve its citizens with process.

Delex could locate only a few U.S. precedents addressing default under Article 15 of the Convention, and none where the domicile nation refuses to either enforce service through a central authority or designate alternate means of service. Sukhoi apparently would have Delex and similarly situated plaintiffs go through the admittedly futile process of serving Russia's nonexistent designated central authority, wait six months, and only then move for default. When a country has expressly professed it would not abide by the Convention, this process would be wasteful. The federal judiciary, specifically, the U.S. Court of Appeals for the Federal Circuit, has specifically rejected Sukhoi's contention:

> ... While Appellees argue that service must have been attempted under the Hague Convention before alternative service methods can be employed, this court disagrees.

> Rule 4 "was not intended to burden plaintiffs with the [S]isyphean task of attempting service through the Hague Convention procedures when a member state has categorically refused" to effect service. [citations omitted]. Indeed, numerous courts have found alternate service methods appropriate without a prior attempt to serve through the Hague Convention. [citations omitted]. This court holds that the district court erred in requiring service of Abbyy Production under the Hague Service Convention.

Nuance Communications, 626 F.3d at 1237. It is not surprising that no court addressing comparable circumstances has required such. It also is not surprising that the federal judiciary finds service of process by any means acceptable under Russian law to be effective.

6) Sukhoi Fails to Establish that Vacation of the Default Judgment would be Proper

Again, Sukhoi does not dispute actual receipt of process. It does not suggest it took any action in response to its actual knowledge that litigation had commenced against it. Moreover, Sukhoi was put on actual notice of entry of judgment, and took no action for some two and a half years until enforcement activity was undertaken.

Delex satisfied CR 4(i)(1)'s requirement that service "must be reasonably calculated, under all the circumstances, to give actual notice." Sukhoi had a fair opportunity to appear, such that Sukhoi cannot show circumstances Washington requires for vacation of a default judgment. In

White v. Holm, 73 Wn.2d 348, 352, 438 P.2d 581 (1968), the Supreme Court established the circumstances a trial court must consider when asked to vacate a judgment. These are:

> (1) that there is substantial evidence supporting a prima facie defense to the claim upon which the court entered default judgment; (2) the moving party's failure to timely appear and answer the claim was due to mistake, inadvertence, surprise or excusable neglect; (3) the moving party acted with due diligence upon notice of entry of the default judgment in moving to have it set aside; and (4) no substantial hardship will result to the opposing party.

Sukhoi makes in this appeal its first suggestion (although not one supported by substantial evidence) that it might have a defense to Delex's claims, pointing to the Offer and arguing that Delex never produced the Lease. Brief of Appellant at 7. Assuming *arguendo* these points amount to a potential liability defense, Sukhoi fails to satisfy the other *White v. Holm* factors. Sukhoi does not dispute it ignored its actual receipt of service, such that there could be no "mistake, inadvertence, surprise or excusable neglect"; and allowed passage of some two and a half years from the time it learned of the default judgment before seeking to have it set aside. It also does not dispute substantial hardship to Delex would result from vacation of the judgment, as Delex would face both litigation costs and the greatly decreased likelihood it could enforce a future judgment against a foreign judgment debtor such as Sukhoi.

7) The Court should Award Delex Attorneys' Fees

Sukhoi obtained a temporary injunction of a scheduled Sheriff's sale based on improper legal arguments. The Court should award Delex its attorneys' fees incurred by this appeal pursuant to RAP 18.1(a). "On equitable grounds, a party may recover attorneys' fees reasonably incurred in dissolving a wrongfully issued injunction or restraining order. ... A temporary restraining order is "wrongful" if it is dissolved at the conclusion of a full hearing." *Ino Ino, Inc. v. City of Bellevue*, 132 Wn.2d 103, 143, 937 P.2d 154 (1997), *citing Alderwood Assocs. v. Washington Envtl. Council,* 96 Wn.2d 230, 247, 635 P.2d 108 (1981); and *Cecil v. Dominy,* 69 Wn.2d 289, 291–92, 418 P.2d 233 (1966).

Under the circumstances as explained herein, equity demands that Delex recover its attorneys' fees incurred by this motion.

V. CONCLUSION

The federal judiciary has exclusive dominion over international treaty construction, and has ruled that Russia's refusal to abide by the Convention relieves U.S. plaintiffs from its requirements when serving Russian domiciles. Under the only applicable construction of the Convention in the U.S., Delex need not have undertaken a futile effort to serve Sukhoi through Russia's central authority, and Delex's service on Sukhoi by a manner acceptable under Russia law is enforceable in the U.S.

Thus, Sukhoi fails to demonstrate that service of process was inadequate. Sukhoi also fails to meet the criteria of a motion to vacate the default judgment. On these grounds the trial court's entry of a default judgment should be affirmed.

As Sukhoi improperly obtained an injunction of the Sheriff's sale, resulting in delay and expense to Delex, Sukhoi should be ordered to pay Delex's attorneys' fees incurred by the post-writ motion practice and this appeal pursuant to RAP 18.1(a).

RESPECTFULLY SUBMITTED this 31th day of July, 2015.

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I hereby certify that I am a legal assistant at Foster Pepper PLLC and that on July 31, 2015, I filed this pleading with the Court of Appeals and have served this as follows:

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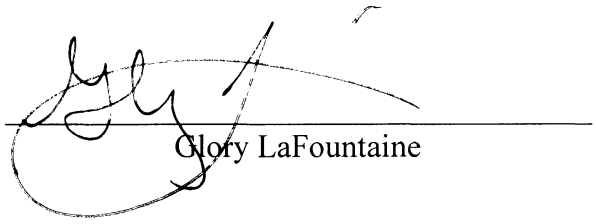
I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Executed at Seattle, Washington, on July 31, 2015.



Glory LaFountaine