SUPREME COURT NO. 96044-5

COUERT OF APPEALS NO. 76501-9-I

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

NORDIC SERVICES, INC.

Respondent

vs.

ENDRE D. GLENN and JANE DOE GLENN, a Married Couple, and MARGARET A. GLENN and JOHN DOE GLENN, a Married Couple

Appellant

RESPONDENT'S ANSWER TO PETITION FOR REVIEW

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I. INTRODUCTION

The underlying lawsuit was filed by Respondent Nordic Services, Inc. ("Nordic") due to Appellant Glenns' ("Glenn") failure to pay any portion of Nordic's $5,995.60[1] charge for post-water-damage construction work on the Glenn house. In response to Nordic's lawsuit Glenn asserted a couple of minor workmanship-related complaints and a counterclaim for alleged injury sustained while moving his own furniture.

The underlying lawsuit was filed by Nordic to (a) foreclose Nordic's construction lien against Glenn property, (b) obtain judgment against Glenn and (c) compel arbitration per the parties' contract with litigation stayed pending arbitration. Superior Court Judge Catherine Shaffer ordered private arbitration per the parties' contract.

Charles Burdell, retired Superior Court Judge, retained through Judicial Dispute Resolutions ("JDR"), served as arbitrator.

In both the trial court and subsequent arbitration proceedings Endre Glenn appeared *pro se* on behalf of himself and co-Defendant, Margaret Glenn.

In both the trial court and arbitration proceedings, Glenn succeeded in transforming a modest $6,000.00 claim into a cause celebre.

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[1] This was the amount that Glenn had agreed to pay per the parties' signed contract.

He was uncooperative[2], repeatedly sought (often obtaining) delays of proceedings and filed multiple unconventional motions –running up the legal expense for Nordic in the proceedings. Judge Shaffer ruled that Glenn engaged in:

> "conduct in this proceeding that is unnecessarily and unreasonably increased Plaintiff's costs and that the Court finds to be vexatious, intended to delay, frivolous and not undertaken in good faith"

and was twice sanctioned for such conduct with a separate judgment having been entered for sanctions in the amount $3,090.00, which judgment of 1/30/17 Glenn did not appeal.

Glenn participated aggressively in the legal proceedings below – both in the trial court and in private arbitration – with two exceptions. First, both Endre and Margaret Glenn inexplicably failed to show up for the arbitration hearing, and neither bothered to call in to explain their absences while Judge Burdell, three Nordic witnesses and two Nordic attorneys[3] waited for them to appear. Furthermore, Glenn never at <u>any</u> time communicated after the hearing to Nordic counsel or Judge Burdell

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[2] For example: refusing to agree initially to arbitrate despite the clear arbitration provisions in the contract he signed, refusing to stipulate to or even propose an arbitrator he would approve of, refusing to permit a site visit for Nordic to assess his complaints until Judge Burdell so ordered, refusing to answer certain deposition questions until ordered to do so.

[3] Nordic had two attorneys engaged as the injury counterclaim asserted by Glenn that was defended by separate counsel for Nordic. Counterclaim counsel for Nordic flew up from Oregon and the undersigned drove to Seattle from Marysville for the hearing that Glenns boycotted.

to explain their failure to attend the hearing[4].

Glenn's second failure to participate occurred when Nordic filed its Motion To Confirm Arbitration Award. Despite being duly served, Glenn filed no response to that Motion. Accordingly Judge Shaffer entered the 1/27/17 Judgment And Order Confirming Arbitration Award from which Glenn now appeals.

Glenn subsequently attempted to challenge the 1/27/17 Judgment by filing a belated Motion To Vacate (without explaining or attempting to justify his failure to oppose the Nordic's Motion that generated the Judgment) that was denied by Judge Shaffer as untimely.

II. PETITION FOR REVIEW SHOULD BE DECLINED

Glenn's Petition For Review sets forth two claimed bases for Supreme Court discretionary review. Neither meets the requirements of RAP 13.4(b).

A. First Claimed Basis To Accept Review: Denial Of Due Process By Arbitrator And Trial Court

1. Appointment Of Judge Charles Burdell As Arbitrator.

[4] For the first time in Glenn's Petition For Writ Of Supersedeas, Temporary Stay And Real Property As Alternative Security In Lieu Of Supersedeas Bond heard by the Court Administrator/Clerk, he claims that he "was ill and unable to attend" the hearing. (see Petition @ p.2, line 4). Glenn had never previously made this claim in his subsequent filings in the trial court or otherwise, and he says nothing about co-defendant Margaret Glenn's health who similarly failed to attend the hearing despite being obligated to attend by JDR arbitration rules and a CR 43(f)(1) mandatory Notice To Attend served upon her. Endre Glenn never claimed in the trial court or in arbitration that he or Margaret Glenn failed to show due to illness.

The Court of Appeals ruled over Nordic's objection that Glenn preserved for appeal his right to raise this issue. While Nordic disagrees with that ruling, Glenn nevertheless has no legal basis upon which to challenge Judge Burdell being appointed and serving as Arbitrator.

Judge Shaffer's 3/4/16 Order (CP 99-101) compelling arbitration provided verbatim the relief requested by Nordic in its Motion To Compel Arbitration (CP 42-51). That Motion had been filed and served upon Glenn's then attorney in October, 2015 and noted for 10/20/15. The requested relief granted by Judge Shaffer included the following provision:

> That the matter shall be arbitrated by the Hon. Charles Burdell, Hon. George Finkle or Hon. Steve Scott of Judicial Dispute Resolution, LLC at Plaintiff's option based upon availability and fees charged unless none of them can so serve or the parties agree subsequently to some other arbitrator.

Nordic sought this relief in its Motion due the difficulties already encountered with Glenn, which made it seem unlikely that Glenn would agree soon (or ever) to any particular arbitrator.

When Glenn appeared *pro se* before Judge Shaffer, he raised no objection to that provision. He in fact signed the Order that included that provision as "Approved For Entry" (CP 101). Glenn chose instead only to argue at the hearing that his injury counterclaim should not be arbitrated but instead tried to a jury.

Moreover, 42 days prior to the 3/4/16 hearing on 1/21/16 I transmitted to Glenn a letter hoping to avoid the hearing altogether. That letter (CP 110) solicited Glenn's input and cooperation to identify and amicably resolve any issues regarding Nordic's then-pending Motion. The letter (CP 110) stated in part:

> If you have some alternative suggestion for an arbitrator from one of those organizations (JDR, WAMS or JAMS), please let me know as soon as possible. We may be able to agree and be able to enter an agreed Order avoiding the 2/19/16 hearing altogether. If you have any other concerns regarding my proposed Order, please also advise me.
>
> If we can reach agreement as to the terms of an agreed Order, time and legal fees can be saved, and my client will be seeking reimbursement of all its legal fees from you if, as I expect, we prevail on the claim. Thus, the savings in legal expense benefits you as well.

Glenn did not respond to that letter and the scheduled hearing took place.

In Nordic's opposition to a subsequent Glenn Motion to Amend (CP 105-111) that was deemed by Judge Shaffer a motion for reconsideration, I truthfully represented to the trial court that the three JDR arbitrators referenced in Nordic's Motion and the 3/4/16 Order had no present or past close personal or professional relationship with Nordic or the undersigned. They were designated because they were judged to be capable, experienced former Superior Court Judges having experience as

described in the JDR website with construction disputes and, in the case of both Judge Burdell and Judge Scott, personal injury claims as well.

Glenn never at any time identified to the Court, to Nordic or to the undersigned any particular individual he wished to nominate to serve as arbitrator nor did he ever specifically object to Judge Burdell until the eve of the Arbitration hearing when Glenn in his so-called Motion for Emergency Relief (CP 307-365) asked Judge Shaffer to remove Judge Burdell as arbitrator.

Judge Shaffer's designation of three individuals including Judge Burdell as the pool from which to select the arbitrator was reasonable. RCW 7.04A.110 provides:

> (1) If the parties to an agreement to arbitrate agree on a method for appointing an arbitrator, that method must be followed, unless the method fails. If the parties have not agreed on a method, the agreed method fails, or an arbitrator appointed fails or is unable to act and a successor has not been appointed, the court, on motion of a party to the arbitration proceeding, shall appoint the arbitrator. The arbitrator so appointed has all the powers of an arbitrator designated in the agreement to arbitrate or appointed under the agreed method.

Glenn was plainly not denied due process respecting the court-ordered appointment of Judge Burdell as arbitrator as he had every opportunity in Superior Court (and in response to Nordic's counsel's aforesaid written invitation) to present any concerns and objections to

Nordic's proposed arbitrators as well as to propose alternative candidates. He failed to avail himself of such opportunities.

2. Rulings RE Discovery And Continuance Of Hearing.

Glenn claims that Judge Shaffer committed reversible error and denied him due process in refusing to grant his request to continue the arbitration hearing. That request was made by Glenn in his simultaneously filed Motion For Emergency Relief (CP 209-219) and Motion To Stay Arbitration Proceedings (CP 193-208) dated 10/19/16. Glenn also filed a Motion To Shorten Time (CP 185-192) on that date.

Glenn filed these Motions on 10/19/16 noting them to be heard the following day (10/20/16) (CP 220-222). The already once-continued arbitration hearing scheduled 10/28/16.

Judge Shaffer denied Glenn's Motion to Shorten Time stating that it did not comply with Court rules and also denied his request for oral argument (CP 388). Glenn proceeded to refile his Motion for Emergency Relief (CP 307-365), Motion to Stay Arbitration (CP 366-384) and Motion to Shorten Time (CP 298-306) along with a Notice for Hearing which listed two different hearing dates 10/25/16 and 10/27/16 (CP 304-306).

Judge Shaffer denied Glenn's Motions in her Order of 10/28/16 (CP 397-399) stating:

(A) It is not at all clear that Defendant Glenn complied with the Court

rules as this Court's law clerk/bailiff directed, as the Response indicates that no court order rescheduling this Motion or calendar note for motion was provided. This Motion is hence denied on procedural grounds, for failure to follow the Court rules.

(B) In addition, the Motion is denied on its merits as frivolous. No basis for seeking emergency relief has been shown. Nor has any basis been provided for this court to intervene in discovery deadlines or remove the arbitrator.

(C) Terms are not imposed at this time, because the court has not been provided with a basis to assess the hours and appropriate hourly rate for the time required to respond to the materials opposing counsel did receive.

Nordic's Response (CP 389-396) to these Glenn Motions set forth facts establishing that Glenn's complaints lacked merit. In this regard, Judge Burdell had granted virtually every motion that Glenn had made in the arbitration to that date including authorizing Glenn's requested discovery; limiting Nordic's discovery of Glenn's medical history and requiring medical record transmittal by regular mail rather than email; granting Glenn's 9/7/16 motion to continue the original 9/28/16 hearing date to 10/28/16[5] and granting his Motion To Compel Discovery and to issue a subpoena requested by Mr. Glenn. (CP 389-396).

Glenn in his brief seems to have forgotten his own first request for a continuance set forth in Defendant's Motion To Reschedule Arbitration Brief Deadline And Arbitration Hearing that was granted by Judge Burdell. It was only when Glenn requested a second continuance that

[5] Glenn had requested a 45-day continuance but Judge Burdell granted 30 days instead.

Judge Burdell finally denied a Glenn motion.

While Judge Burdell did not articulate his reasons for the denial, they were apparent. The discovery Glenn complains about not timely receiving was a request that a non-party subcontractor generate a "list" for him of the names and personal information regarding current and former employees by the use of a subpoena for documents-only – not testimony. That was an improper use of a records subpoena and instead would require testimony, a different type of document request or a deposition upon written questions to properly target this information. (CP 389-396).

Additionally, the employee information was provided in any event, notwithstanding the technical deficiency of his subpoena, in time (2+ weeks prior to the hearing) for him to subpoena the former employee for deposition or the hearing itself.

Judge Burdell is an experienced and impartial arbitrator, and a respected former Superior Court Judge. Glenn made no showing such as would justify the overturning of his decision in this regard – much less his removal as arbitrator.

Again, while Glenn disagrees with Judge Burdell's and Superior Court Judge Shaffer's failure to grant him a second continuance of the arbitration hearing, he was not denied due process. His requests were considered and justifiably rejected by both the Judge Burdell and Judge

Shaffer.

Furthermore, Glenn makes no showing as to what evidence would have been adduced had another continuance been granted or that he for some reason could not have generated any such evidence via a witness subpoena for a pre-arbitration deposition or the arbitration hearing itself.

Glenn had the opportunity to be heard in person at the hearing, to call and subpoena witnesses for testimony, to confront and cross-examine Nordic's witnesses and to have the matter heard before a neutral, experienced retired judge. Instead, he subpoenaed no witnesses for testimony, presented no evidence and failed to show up for the hearing. Incredibly, neither Glenn nor co-defendant, Margaret Glenn, bothered to call (or email) Judge Burdell or Nordic counsel to inform them he and Margaret did not plan to attend.

B. Second Claimed Basis For Review: Conflict Between Court of Appeals Decision and a Division III Case Regarding Private Arbitration Utilizing MAR Procedures.

The decision below is not in conflict with another published Court of Appeals decision as Glenn argues.

Glenn first cites the case of Dahl v. Parquet Colonial Hardwood Floor, 108 Wn. 403, 30 P.3d 537 (Div. I 2001) that was cited by the Court of Appeals in support of its decision below. Dahl was similar to this case as it involved a construction contract containing a private arbitration

clause that invoked the procedures of MAR while limiting review as provided by RCW 7.04. The Dahl Court rejected the disgruntled litigant's attempt who, like Glenn in the instant case, sought a de novo trial under MAR 7.1 stating as follows:

> Agreements for binding arbitration are governed by chapter 7.04 RCW. That chapter neither prescribes the means by which parties must select their arbitrator(s) nor the procedures by which their arbitration hearing must be conducted. Here, the parties contractually agreed to arbitration with review to be limited to that provided in chapter 7.04 RCW, but they also agreed to select their arbitrator and conduct their arbitration proceedings in accordance with the Mandatory Arbitration Rules. Dissatisfied with the arbitrator's award, the appellants sought a trial de novo as provided by the Mandatory Arbitration Rules, contending that the limitation on judicial review contained in the contract amounted to an unlawful attempt to limit the jurisdiction of the superior court granted by chapter 7.06 RCW—the mandatory arbitration statute.
>
> As did the trial court, we conclude that the arbitration agreement in this case was governed by chapter 7.04 RCW, and that parties to such an agreement may select their arbitrator and conduct their arbitration hearing in accordance with the procedures of the Mandatory Arbitration Rules without thereby automatically forfeiting the right to binding arbitration. Accordingly, the trial court properly denied the appellants' request for a trial de novo and properly confirmed the arbitration award. We affirm. [emphasis supplied] (Dahl @ 30 P.3d 538)

The arbitration clause in the parties' construction contract under consideration in the Dahl case read as follows:

> Any dispute between the parties shall be decided according to the Mandatory Arbitration Rules of the County in which the suit is filed, regardless of the amount in dispute. The arbitrator's award shall not be limited by otherwise applicable MAR rules. The arbitrator shall have the authority to determine the amount, validity and enforceability of a lien. The arbitrator's decision may only be appealed pursuant to RCW 7.04. (Dahl @ 30 P.3d 538)

The Dahl arbitration clause is very similar to the provisions of the

arbitration clause here in the Nordic/Glenn contract (as discussed in detail below).

The second case cited by Glenn, claimed to be in direct conflict with the Dahl decision, is In Re The Parentage Of Smith-Barnett, 95 Wn.App. 633, 976 P.2d 173 (Div. II 1999). In Smith-Barnett Division II considered a Court-ordered arbitration of disputed provisions of and requested modifications to an existing parenting plan. In that context the Smith-Barnett Court ruled that the trial Court had exceeded its authority under the Domestic Relations Act (RCW 26.09) in ordering that the arbitrator's decision was subject to court review only as permitted under RCW 7.04. The Smith-Barnett Court explained its decision as follows:

> But RCW 7.04 is not applicable to this arbitration. RCW 26.09.184(3) and the parenting plan govern. And both call for review by the court. The court's decision is contrary to both the statute and the plan.
>
> Court exceeded its jurisdiction: The order that the arbitration be binding and subject to RCW 7.04 is beyond the power of the court. The superior court cannot mix and match the arbitration rules from different statutes, because its jurisdiction to mandate arbitration is statutory. Banchero, 63 Wash.2d at 249, 386 P.2d 625.
>
> Here, the court complied with RCW 26.09.184(3) by including in the parenting plan mandatory arbitration conditional on the parties' right of court review. But then, in provision 6 of the "Arbitration Agreement" order, the court decreed that the arbitration was binding and subject to the "no review" provisions of RCW 7.04.
>
> This is contrary to the governing statute in several respects. First, by denying review, the order is facially inconsistent with RCW 26.09.184(3)(e). Second, it is contrary to the parenting plan. Third, the

> order is inconsistent with its own findings and conclusions. The court found both that the parties stipulated to arbitration according to the parenting plan, and that the parenting plan governed. Finally, only the parties, not the court, can subject themselves to the restrictive provisions of RCW 7.04. MAR 8.1(a). (Smith-Barnett @ 95 Wn.App. 639)

It is submitted that Smith-Barnett are easily reconciled with Dahl and the decision below. The ruling in Smith-Barnett was based upon unique statutory requirements, the provisions of the parties' parenting plan and the imposition of the limited arbitration review provision by the Court (rather than as part of a private contract as in Dahl and this case).

The instant case, like Dahl, involves a private construction contract that included a private arbitration clause. That contract (CP 50-51) did not provide for MAR 7.1 de novo trials. Rather, the parties' contract states[6]:

> ARBITRATION: If any dispute or disagreement arises out of, or with respect to work performed under this Agreement, the same shall be arbitrated in accordance with the following terms and procedures:
>
> (a) Arbitration shall be by a single arbitrator to be selected upon agreement of the parties under the auspices of Judicial Arbitration and Mediation Service (JAMS), Judicial Dispute Resolution (JDR) or Washington Arbitration and Mediation Service (WAMS). If the parties cannot agree upon an arbitrator, either party may apply to King County Superior Court for the appointment of a qualified arbitrator from the above services or, if those services no longer exist, from the AAA roster.
>
> (b) The arbitration shall be conducted under the Superior Court Mandatory Arbitration Rules (MAR) in effect at that time to the maximum extent possible.
>
> (c) The arbitrator's fee shall be initially split evenly between the parties.

[6] As recited in Judge Shaffer's 3/4/16 Order (CP 99-101)

....

(f) The arbitrator's award may be appealed only upon grounds that would support an appeal under RCW 7.04.

(g) If Contractor has recorded a lien, the arbitrator shall have the right to resolve all issues concerning the validity of such lien and the corresponding rights and obligations established under RCW 60.04. The Superior Court shall retain jurisdiction for purposes of conducting a foreclosure sale in accordance with the arbitrator's decision. The period of limitation set forth in RCW 60.04.141 shall be tolled until 60 days following the arbitrator's final written decision upon service by one party on the other of a written demand for arbitration.

[Emphasis supplied]

Plainly, the parties' contract provided for private, not MAR, arbitration. Moreover, contract paragraphs (f) and (g) set forth above make it clear that the arbitrator's award "may be appealed only upon grounds that would support an appeal under RCW 7.04" and that the Superior Court's only jurisdictional role post-arbitration is to conduct "a foreclosure sale in accordance with the arbitrator's decision."

Glenn nevertheless argues that paragraph (b) of the contract somehow serves to import into the contract MAR trial de novo provisions:

> "(b) The arbitration shall be conducted under the Superior Court Mandatory Arbitration Rules (MAR) in effect at that time to the maximum extent possible."

Glenn thus advances a tortured and unreasonable construction of the contract language. Paragraph (b) applies MAR rules only to the arbitration proceeding itself and does not authorize post-arbitration litigation. Plainly, the purpose of (b) is to regulate the private arbitration

proceeding itself[7] and has nothing to do with, much less conferring, some alternative post-arbitration litigation remedy. Post-arbitration remedies are the express subject of provisions (f) and (g) quoted above.

Even under MAR rules Glenn's de novo request was invalid and frivolous. MAR 1.1 states:

> These arbitration rules apply to mandatory arbitration of civil actions under RCW 7.06. <u>These rules do not apply to arbitration by private agreement</u> or to arbitration under other statutes, except by stipulation under rule 8.1. [emphasis supplied]

Nordic and Glenn did <u>not</u> stipulate to an RCW 7.06 MAR arbitration with a right to trial de novo per MAR 8.1. The contract, as the Court ruled in its 3/4/16 Order (CP 99-101), provided for <u>private</u> arbitration under RCW 7.04 (original RCW chapter, now under RCW 7.04A) that simply would be conducted utilizing the MAR rules to govern the arbitration hearing procedure. Judge Burdell was not an MAR arbitrator agreed upon by the parties (nor were court-administered MAR procedures utilized to select an arbitrator or schedule the arbitration). To the contrary, Glenn actually firmly opposed and resisted arbitration rather than stipulating to it as would be required under MAR 8.1(b).

Even assuming *arguendo* that MAR rules applied in all respects to this dispute and the arbitration award, Glenn would still <u>not</u> have the right to trial de novo under those very rules. MAR 5.4 provides:

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[7] Utilizing MAR 5.2-5.3

> The arbitration hearing may proceed, and an award may be made, in the absence of any party who after due notice fails to participate or to obtain a continuance. If a defendant is absent, the arbitrator shall require the plaintiff to submit the evidence required for the making of an award. In a case involving more than one defendant, the absence of a defendant does not preclude the arbitrator from assessing as part of the award damages against the defendant or defendants who are absent. The arbitrator, for good cause shown, may allow an absent party an opportunity to appear at a subsequent hearing before making an award. A party who fails to participate without good cause waives the right to a trial de novo.
>
> [emphasis supplied]

Both Endre and Margaret Glenn failed without excuse or good cause to appear at the scheduled 10/28/16 arbitration hearing before Judge Burdell, as clearly set forth in his Award (CP 512-519) where Judge Burdell stated:

> 21. Neither of the Glenns communicated with me or Nordic's attorneys regarding their failure to appear prior to or on the day of the hearing.
>
> 22. Nordic's attorneys, the witnesses and I waited until after 10:00 am on Friday, October 28, 2016 for the Glenns to appear or to otherwise communicate. They did neither. Later that day, I was informed that Judge Catherine Shaffer denied the Glenns motion to continue the October 28, 2016 hearing and to have me removed as arbitrator.
>
> 23. On October 28, 2016, Nordic was prepared to present evidence through testimony, declarations, and documents as set forth in its Pre-hearing Statement of Proof to support its claim for breach of contract, validation and foreclosure of its Lien and denial of Defendant Endre Glenn's counterclaim for personal injury.
>
> 24. No evidence was submitted by the Glenns in opposition to Nordic's contract claims or by Endre Glenn in support of his counterclaim for personal injury.

Accordingly, even had this been a conventional MAR proceeding in the trial court, which it was not, Glenn would still have had no right to a trial

de novo.

In Thorgaard Plumbing & Heating Co. v. King County, 71 Wn.2d 126, 133, 426 P.2d 828 (1967) the Court pointedly observed that arbitration was designed to settle controversies, not to serve as a prelude to litigation stating: "The very purpose of arbitration is to avoid the courts."

Judge Shaffer properly struck Glenn's Request For Trial De Novo (CP 480-481) in her 1/27/17 Judgment (CP 548 @ ¶ 9) stating:

> That Defendant Glenn's Request For Trial De Novo under MAR 7.1 and LMAR 7.1 dated 12/7/16 and filed 12/16/16 is hereby stricken as invalid and inapplicable to private arbitration under RCW 7.04A.

That ruling was absolutely correct and, it is submitted, the Court of Appeals decision below in no way conflicts with the Division III Smith-Barnett case cited by Glenn in his Petition.

III. REQUEST FOR AWARD OF LEGAL FEES – RAP 18.1(j)

Nordic requests an award of its legal fees and expenses incurred in this appeal on the following bases:

1. The parties' contract (CP 50-51) contained an attorney's fee provision as follows:

> **ENFORCEMENT:** If a suit or other proceeding is instituted by either party to this Agreement arising out of or pertaining to this Agreement, including but not limited to filing suit or requesting arbitration, mediation or other alternative dispute resolution process (collectively "Proceedings") and appeals relative to such Proceedings, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to such

> Proceedings from the substantially non-prevailing party in addition to all other relief awarded in the Proceedings.

2. RCW 60.04.181(3) provides with respect to lien foreclosure actions:

> (3) The court may allow the prevailing party in the action, whether plaintiff or defendant, as part of the costs of the action, the moneys paid for recording the claim of lien, costs of title report, bond costs, and attorneys' fees and necessary expenses incurred by the attorney in the superior court, court of appeals, supreme court, or arbitration, as the court or arbitrator deems reasonable. Such costs shall have the priority of the class of lien to which they are related, as established by subsection (1) of this section.

IV. CONCLUSION

It is respectfully requested that the Court deny Glenn's Petition For Review and award Nordic its legal fees and costs incurred in connection with the Petition.

HANSEN McCONNELL & PELLEGRINI, PLLC

By _____
Stephen W. Hansen, WSBA #7254
Attorney for Respondent Nordic

DECLARATION OF STEPHEN W. HANSEN

STEPHEN W. HANSEN declares under penalty of perjury under the laws of the State of Washington that the following is true:

That I am the attorney of record for the Plaintiff herein and that I am competent to testify to the following facts having personal knowledge

thereof.

The facts stated above in this Brief are accurate to the best of my knowledge and belief.

DATED this 25 day of July, 2018 at Marysville, Washington.

STEPHEN W. HANSEN

DECLARATION OF SERVICE

The undersigned declares under penalty of perjury under the laws of the State of Washington that on the date stated below, I caused a copy of Respondent's Brief to be served on the parties listed below by the method(s) indicated for each:

Via U.S. Mail & Email to:
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Email: advx@frontier.com

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DATED this 25th of July, 2018.

Dana Tingelstad, Paralegal

HANSEN, MCCONNELL & PELLEGRINI

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