NO. 93620.0

SUPREME COURT
OF THE STATE OF WASHINGTON

STACIA HARTLEBEN,

Appellant,

v.

UNIVERSITY OF WASHINGTON,

Respondent.

E

Court of Appeals Case No. 73758-9-I

PETITION FOR REVIEW

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IDENTITY OF PETITIONER. The petitioner is Stacia Hartleben.

CITATION TO COURT OF APPEALS DECISION. Stacia Hartleben seeks review of the Court of Appeals' published opinion, Stacia Hartleben v. University of Washington, No. 73758-9-1 (July 5, 2016) (Appendix (App.) A), which affirmed the King County Superior Court's June 26, 2015 Order granting University of Washington's Motion for Summary Judgment. (App. B) On July 25, 2016, the Court of Appeals issued an order denying the Motion for Reconsideration. (App. C).

ISSUES PRESENTED FOR REVIEW

1. Is summary judgment appropriate when there is evidence the University offered a student a disability accommodation but then cut off further discussion despite evidence the accommodation was not effective?

2. Should a jury be able to decide there has not been comparable service provided to a university student who because of her retrograde amnesia, will be required to pay twice for classes to complete her degree?

3. Should a jury be able to decide whether a disability accommodation that includes a waiver of tuition is reasonable?

4. Does the Supreme Court's decision in *Fell v. Spokane Transit Authority* state that the test for whether a disability accommodation must be provided for comparable service is whether the disability accommodation has been provided to people without disabilities?

5. Are "special circumstances" required to establish the reasonableness of a disability accommodation under WLAD?

6. Does a disability accommodation that allows a student to participate again in certain core classes without college credit or a grade and without paying additional tuition, in order to allow her to take advanced classes and complete her degree program, fundamentally alter the way the University of Washington (the University) operates?

STATEMENT OF THE CASE

From the fall, 2008 until November, 2011, Ms. Hartleben attended classes in the University's Computational Linguistics Master's Program (Program) on a part time basis. CP 155, 166; 270:5-12, 271:5-25, 272:1-16, 274:20-23, 275:1-3, 278:15-21, 490:20-25, 491:1-7, 499:5-25, 500:1-9. Ms. Hartleben worked towards her degree, completing five courses in the Program, despite her struggle with depression and anxiety. CP 155 ¶5, 166, 501:11-22, 553:7-11.

After undergoing ECT therapy in December, 2011 to treat her depression, Ms. Hartleben discovered she suffered from a side effect, retrograde amnesia or memory loss. CP 155 ¶3, 351-352, 491:15-25, 492:1-14, 493:16-25, 494:1-4, 11-496:23, 497:2-24, 506:24-25, 507:1-5. 508:14-25, 509:1-17, 537:1-9 She does not remember the content of the classes she completed before the ECT therapy. CP 155 ¶3, 498:2-15. Ms. Hartleben described the impact of her memory loss or retrograde amnesia in emails to Dr. Emily Bender, Director of the Program: *"This situation is "very" sensitive for me. I lost all my job skills, most of the past 4 years ...are a complete blank. I didn't remember my former coworkers, and I barely remembered the person I lived with. I haven't been able to work due to this*".

CP 66

Four of the courses Ms. Hartleben had completed previously are required; the other course builds on one of the required courses. CP 272:18-25, 273:1-21. Without the knowledge from those courses that is now erased from her memory, she has no choice but to participate again in, or in some way relearn the content of, those classes. CP 155 ¶¶3-5. Otherwise, as she expressed to Dr. Bender, she doubts that she can complete her degree, to wit: *"I also have lost my work skills and have been struggling to support myself in the meantime, so paying for tuition would not be an option for me."* CP 62, 64.

At the suggestion of Dr. Bender, Ms. Hartleben sought an accommodation from the University's Office of Disability Resources for Students (DRS) that would allow her to relearn the material from the five classes without having to pay twice. CP 156¶6, 157¶11, 510:10-19, 511:6-11, 20-512:13, 516:6-13. Ms. Hartleben had already paid the tuition for these classes and completed them; she had previously received a grade and college credit for the classes. She did not want college credit or a different grade. Id. She suggested that she participate fully in the classes and obtain feedback by doing homework assignments and taking tests. Id. As Ms. Hartleben describes, "*I explained the severe disadvantage I would have in the program and compared to other students if I did not retake the classes.*" Id.

Dr. Bender said for the Program there would be no additional work other than from having one more student in these classes. CP 285:13-16, 19-25; 286:1-7.

Ms. Hartleben also wrote Dean Rebecca Aanerud at the Graduate School about her request for an accommodation for memory loss. The dean responded, "*whatever the[DRS]... determine[s] to be reasonable accommodation is what the department will do.*" CP 156¶8, 168-170.

Dean Aaenerud wrote Bree Callahan, Director of DRS, "*If you decide that this is a reasonable accommodation, we are able to make this work.* CP 357.

Callahan said she was not concerned about whether others would also request to retake classes at no additional cost. CP 304:20-25, 305:1-9, 11. She further stated they had no concern that Ms. Hartleben's request would be unfair to other students. CP 305:19-306:2, 7-8. Callahan agreed that an accommodation could be reasonable even if it has not been implemented previously. CP 303:10-16. Callahan did not rule out that a request to retake classes without paying additional tuition could be a reasonable accommodation. CP 299:22-25, 300:1-2, 4-6.

DRS met with Ms. Hartleben twice, not "several times" as stated in the Court of Appeals Opinion. App. A 16; CP 157, 159 In the first meeting DRS basically sent Ms. Hartleben away to the Graduate School, dismissing her request as one for "free classes" or "compensation". CP 156-158¶¶7-11, 521:16-22, 522:3-12. DRS never actually considered or proposed at any time alternatives to Ms. Hartleben's proposal. CP 325:9-13, 16-25; 326:1-2, 4-12. DRS never talked with Dr. Bender or obtained any information about the Program, how classes were taught, or ways Ms. Hartleben might relearn the material of these classes. CP 258:3-20, 307:21-24, 308:14-25, 309:1-11, 14-

19, 325:2-8, 361. DRS did not discuss with Ms. Hartleben the impact of her memory loss on her ability to participate in classes going forward and complete her degree. CP 159-160, 322:23-25, 323:1-10, 16-25; 324:1-7, 10-11, 525:4-7. DRS did not discuss whether the memory loss would put her at a disadvantage compared to students without this disability or how her memory loss impacted her ability to work and support herself. Id.

The evidence is contrary to the statement in the Opinion that Ms. Hartleben "would only accept an accommodations allowing her to take classes she needed without paying tuition". App. A 16. The evidence is that she was willing to consider other alternatives. She simply could not think of any other options; the University dismissed her request. CP159-160¶¶13-14.

Callahan has acknowledged Ms. Hartleben's request to participate again in these classes without paying additional tuition presented no hardship to the University. CP 301:19-302:1-3, 6-8, 12.

After DRS rejected her request, Ms. Hartleben filed a complaint with UCIRO, an office within the University's Office of Risk Management. CP 160-161¶16, 180-182, 535:24-536:8.

The investigator met with Ms. Hartleben in order to tell her that she did not think the University had done anything wrong. CP 534:17-25, 535:1-12. At the end of the meeting Ms. Hartleben stood to leave, and the investigator said, "*Oh, wait, wait, wait. I have these classes here I guess you could review the recordings of.*" CP 535:13-18. She related this was Dr. Bender's idea that Ms. Hartleben could listen to recordings of the classes she needed to relearn. CP 541:7-20, 542:1-5 Ms. Hartleben explained to the

investigator that she could not learn from recordings because of her focus and cognitive issues. CP 161 ¶18; 535:13-18. Ms. Hartleben said, *"[I]t wasn't offered as an option. It was offered as a 'take it or leave it'."* CP 513:17-19, 24-25; 514:1-12, 535:13-23. The investigator *"tossed"* some papers at her with information from Dr. Bender about the recordings. CP 555 The investigator told her this is all the University would offer and there would be no more discussion. CP 535:13-23 Ms. Hartleben later went to the link provided for a recording but saw "*it wasn't going to work*" for her as she has difficulty learning unless she is participating in a group setting. CP 161¶18, 366-368, 517:1-17.

Ms. Hartleben wrote Dr. Bender to thank her for suggesting the recordings and explained why in order to learn, she, in particular, needed interaction. CP 161¶ 19, 184 541:7-20, 542:1-5, 555. No one followed up to determine if or how interaction and also feedback might be included to make listening to recordings an effective accommodation for Ms. Hartleben. CP 161, 267:5-20, 287:6-15, 326:14-23.

The trial court granted summary judgment in favor of the University on Ms. Hartleben's claims she was denied reasonable accommodations and that the University failed to engage in good faith in the interactive process to determine reasonable accommodations. App. B. In its July 5, 2016 Opinion, the Court of Appeals affirmed the judgment of the trial court. App. A. The Motion for Reconsideration then filed by Ms. Hartleben was denied on July 25, 2016. App. C. Ms. Hartleben now respectfully petitions this Court to review the Court of Appeals' opinion.

ARGUMENT

I. The Grant Of Summary Judgment Conflicts With Well Established Law That In Considering Summary Judgment The Evidence Must Be Construed In The Light Most Favorable To The Nonmoving Party And Summary Judgment Is Not Appropriate Where There Are Genuine Issues Of Material Fact.

A. The grant of summary judgment conflicts with the opinion in *Frisino v. Seattle Sch. Dist. No. 1*, which required that that the interactive process should continue and even include trial and error until, absent evidence of undue hardship, all efforts to find an effective reasonable accommodation have been exhausted.

It has long been the law that in considering a motion for summary judgment, a court must consider the evidence in the light most favorable to the nonmoving party. *Fell v. Spokane Transit Authority*, 128 Wn.2d 618, 625; 911 P.2d 1319, 1322 (1996). Summary judgment is improper if there is any genuine issue of material fact. *Id.* See CR 56(c). Summary judgment "should be granted only if, from all the evidence, reasonable persons could reach but one conclusion." *Wilson v. Steinbach*, 98 Wn.2d 434, 437; 656 P.2d 1010 (1982).

The Court of Appeals, however, upheld a grant of summary judgment in this case despite the evidence when construed in Ms. Hartleben's favor is undisputed that after offering the possibility she could listen to the recordings of classes, the University cut off all discussion about disability accommodations. The offer was presented as an afterthought, a "take it or leave it" option, at the end of the meeting Ms. Hartleben had with the UCIRO investigator months after the University denied her request for a disability accommodation. CP 160-161¶16, 180-182, 513:17-19, 24-25;

514:1-12, 535:13-23, 541:7-20, 542:1-5, 555 Ms. Hartleben explained to the investigator that she could not learn from recordings because of her focus and cognitive issues. CP 161 ¶18; 535:13-18. The investigator told her this is all the University would offer and there would be no more discussion. CP 535:13-23 Despite this, Ms. Hartleben later went to the link provided for a recording but saw "*it wasn't going to work*" for her. CP 161¶18, 366-368, 517:1-17. She also wrote to Dr. Bender to thank her for suggesting the recordings and explained why in order to learn, she, in particular, needed interaction. CP 161¶ 19, 184 541:7-20, 542:1-5, 555. No one followed up to determine if or how interaction and also feedback might be included to make listening to recordings an effective accommodation for Ms. Hartleben. CP 161, 267:5-20, 287:6-15, 326:14-23.[1]

There was also evidence in the record that Ms. Hartleben was more than willing to consider alternatives to her initial proposal that she participate again in the classes without credit or a grade. CP 159-160 ¶¶13-14.

Despite this, the Court of Appeals accepted as true the University's claim that she "would only accept an accommodation allowing her to take classes she needed without paying tuition". App. A 6. The Court of Appeals basically found as a matter of law the University had done enough in tossing the information about the recordings at Ms. Hartleben

[1] There was substantial evidence in the record that, indeed, Ms. Hartleben could not learn effectively simply from listening to recording. CP 279:5-25, 280:2-13, 366-368.

and cutting off further discussion that would have been necessary to determine an effective reasonable accommodation.

In its Opinion the Court of Appeals generally refers to other "accommodations" said to have been offered to Ms. Hartleben. App. A 9, 16. But these so-called "accommodations" were either not accommodations or were unrelated to her disability. CP 155,159-160¶13, 166, 266:3-15, 270:5-12, 271:5-25, 272:1-16, 278:15-21, 274:20-23, 275: 1-3, 490:20-25, 491:1-7, 499:5-25, 500:1-9

The Court in *Frisino v. Seattle Sch. Dist. Nno. 1,* 160 Wn. App. 765, 780-782; 249 P.3d 1044, 1051-1052 (2011) *rev. denied* 172 Wn.2d 1013, 259 P.3d 1109 (2011) held, "Generally, the best way...to determine a reasonable accommodation is through a flexible, interactive process....A reasonable accommodation envisions an exchange...where each party seeks and shares information to achieve the best match....A good faith exchange of information between parties is required." In fact, "trial and error" may be required to provide an effective reasonable accommodation. *Frisino, supra*, 160 Wn. App. at 780-782; 249 P.3d at 1051-1052.

In *Frisino* a teacher with a respiratory illness that left her sensitive to airborne toxins, dust, mold, and the like, observed mold in her new classroom. The School District did undertake remediation efforts to remove all visible mold. There was evidence despite the remediation efforts, Frisino still may have had some symptoms. In view of medical evidence that Frisino had developed multiple chemical sensitivity

syndrome, she requested as a disability accommodation a move to another building with a window, good ventilation, "no perfumes, gas, etc. and not extreme temperature changes"; she sought the move until the initial building was completely remediated. The District's response then was that enough had been done to accommodate Frisino.

The trial court granted summary judgment in favor of the District. The Court of Appeals reversed, finding that there was an inference that the District knew the remediation was not effective and Frisino claimed to need a different environment. The Court of Appeals determined a jury could find that the District had failed to provide a reasonable accommodation. The Court of Appeals in that case emphasized the importance of finding an effective accommodation. The Court stated, "[T[he duty to accommodate is continuing. The employer may wish to test one mode of accommodation and then test another, if the first mode fails. Or, if the attempt to accommodate is not effective, one or more additional attempts may be undertaken." *Id.* 160 Wn. App. at 780-781; 249 P.3d at 1051. The *Frisino* Court continued, "No objective measure had been agreed to or recognized in the course of the interactive process between the parties that would permit the District to determine that the cleanup effort had reached a level at which Frisino would be free from substantially limiting symptoms. Without such a standard, trial and error was appropriate and necessary....An employer may choose to make only one attempt at accommodation, but it risks statutory liability if that

attempt is not effective and it cannot show that additional efforts are an undue burden. *Id.* 160 Wn. App. at 782; 249 P.3d at 1051-1052.

The holding of *Frisino* is clear that summary judgment is not appropriate to dismiss a reasonable accommodation claim if absent evidence of undue hardship, a defendant refused to continue efforts to find an effective reasonable accommodation. It is not enough under *Frisino* for a defendant to draw the line and claim to have done enough if the accommodations offered or even undertaken are not effective.

In contrast, in this case, the Court of Appeals found as a matter of law that the University could cut off discussion after offering the recordings despite evidence the University knew the accommodation may not be effective. There was no issue of hardship or undue burden. There was also no "trial and error", not even an "exchange...where each party seeks and shares information to achieve the best match". *Id.* 160 Wn. App. at 780-782; 249 P.3d at 1051-1052. The Court of Appeals in this case has said that there is no requirement for a defendant to continue the interactive process to find an effective reasonable accommodation. This ruling is at odds with *Frisino* and the law relating to reasonable accommodations under WLAD.

Had the discussions continued, the parties may well have reached an agreement on use of the recordings but with some means for interaction and feedback. Instead, the University offered a half measure, recordings that it knew would not be effective. And the University then cut off all further discussion. There was no "trial and error". See *Frisino*

v. Seattle Sch. Dist. No. 1, *supra*, 160 Wn. App. at 780-782. It should be for the jury to decide whether the University failed to engage as required in the interactive process when it cut off all discussion about possible accommodations after offering the recordings.

B. The Court of Appeals opinion conflicts with law that reasonable disability accommodations must include waivers of policies that represent barriers to people without disabilities as well.

In *U.S. Airways v. Barnett*, 535 U.S. 391 (2002) the Court reminded that "preferences will sometimes prove necessary to achieve the [disability] Act's basic equal opportunity goal....By definition any special 'accommodation' requires the employer to treat an employee with a disability differently, i.e., preferentially. And the fact that the difference in treatment violates an employer's disability-neutral rule cannot by itself place the accommodation beyond the Act's potential reach". See also *Giebeler v. M&B Associates,* 343 F.3d 1143, 1147, 1154 (9th Cir. 2003). WLAD requires places of public accommodation like the University to provide reasonable accommodations to allow students with disabilities "full enjoyment" of their degree programs, and this may mean making exceptions to policies or practices that otherwise apply to all students. RCW 49.60.030(1)(b); .040(2); WAC 162-26-080, -120. See *Vinson v. Thomas*, 288 F.3d 1145, 1154 (9th Cir. 2002).

Yet, the Court of Appeals upheld the grant of summary judgment on the University's claim that all students must pay tuition and thus she was treated no differently than students without disabilities. But under

WLAD the inquiry cannot end there. WLAD requires the University to go further and determine if exceptions should be made to its policies in order to give Ms. Hartleben comparable access to her Program.

The University overstated Ms. Hartleben's proposed accommodation. She was not in the same position as students retaking a class for college credit and a grade. She simply wanted to participate again in core classes to relearn the material. If she is forced to pay tuition again, these courses will cost her twice as much as they do students without her disability. It is because of her disability that she will be forced to pay the additional tuition.

It is an obvious accommodation for this particular disability to allow Ms. Hartleben to relearn the material again at no additional cost to her. There is no hardship to the University. CP 301:19-302:1-3, 6-8, 12. There is evidence the proposal was reasonable and could have been implemented. See p. 4, *supra*. Her proposal should not be dismissed simply because it means a change in a policy applicable to all students.

The Court of Appeals stated the "University's waiver of tuition ...would only address barriers [Ms. Hartleben] faces due to financial hardship and not those due to her disability". App. A 15. The Court found that unlike in *Giebeler v. M&B Associates,* 343 F.3d 1143, 1147, 1154 (9th Cir. 2003), Ms. Hartleben did not show "a connection between her status as a person with a disability and her status as a person with financial hardship". App. A 13. There is evidence, though, that when she lost her memory, Ms. Hartleben lost her programming and other work

skills. CP 66. She was not able to work as a result as she had before the ECT therapy. CP 66, 186-187, 495:6-25, 499:11-14, 501:4-6, 545: 18-25, 546-550:5, 551:13-552:8. She is struggling to support herself and the evidence is "paying for tuition would not be an option" for her. CP 66.

Ms. Hartleben's situation is no different than that of the plaintiff in *Giebeler* and other analogous cases brought under the Fair Housing Amendments Act ("FHAA"), 42 USC §§3604(f)(1), (3)(B) in which financial waivers are deemed appropriate to allow persons with disabilities an equal opportunity to enjoy their housing. In *Giebeler* the Court found the landlord's failure to waive minimal financial qualifications denied the tenant with a disability the equal opportunity to use and enjoy the housing. The landlord refused per its generally applicable policy to allow the prospective tenant's mother to co-sign the lease. The Court found the causal link between the tenant's disability and the requested financial accommodation was "obvious". In *Giebeler* the Court recognized an "obligation to 'accommodate' a disability can include the obligation to alter policies that can be barriers to the non-disabled persons as well.". *Id.* 1151.

Compare further *Bentley v. Peace and Quiet Realty,* 367 F. Supp. 2d 341 (E.D.N.Y. 2005) where the plaintiff was not required to pay the higher rent normally charged for a lower level apartment because the accommodation was related to her disability that left her unable to walk up and down stairs. See also *Fair Hous. of the Dakotas, Inc. v. Goldmark Prop. Mgmt.*, 778 F. Supp. 2d 1028, 1039 (D.N.D. 2011) where the court

found summary judgment was not appropriate where the landlord refused to waive fees as a reasonable accommodation for non-specially trained assistance animals; the court found the requested waiver was not simply a financial accommodation, but instead that the evidence created a fact question regarding whether the accommodation was necessary to afford the disabled tenant an equal opportunity to use and enjoy the property.

The Court of Appeals in this case instead relied on the University's case of *Lipton v. New York Coll. Of Dentistry*, 865 F. Supp. 2d 403 (S.D.N.Y. 2012). In that case the student had failed a required dentistry board exam four times when he requested as accommodations to take the test an unlimited number of times without paying the matriculation fee each time; he also made several other requests. The student had already been given extensions of time to pass the test. He had also been given more time than other students to complete the test each time he took it. There was no evidence the request to waive matriculation fees was related to the student's disability, and the Court found no failure to accommodate in that respect but limited its decision to that case.

The *Lipton* case bears no resemblance to Ms. Hartleben's situation. In *Lipton* it was clear the student was simply never going to pass the board exam. If he did pass it, he also wanted the benefit of a grade and credit for the board exam. Unlike the *Lipton* plaintiff, Ms. Hartleben has presented evidence of financial hardship as a direct result of her disability. Her request to relearn the material by participating in the classes without having to pay tuition again is directly related to her

disability. Without the accommodation she will be forced because of her disability to pay twice as much to learn the material in these classes as students without her disability.

II. The Court Of Appeals Opinion Conflicts With The Supreme Court's Decision In *Fell* In Stating That The Test For Whether Disability Accommodations Must Be Provided Is Whether The Disability Accommodations Requested Have Been Provided To People Without Disabilities.

In *Fell v. Spokane Transit Authority*, 128 Wn.2d 618, 625; 911 P.2d 1319 (1996) the transit authority adopted a new plan for paratransit service for elderly and people with disabilities. The new routes were further from the plaintiffs' homes than they had been previously. The plaintiffs requested paratransit services for anyone living more than three fourths of a mile from a fixed route. The Court found the transit authority would be required to provide extra services to people with disabilities if the paratransit routes were varied in this way but not those routes for people without disabilities.

The Court of Appeals Opinion in this case takes the *Fell* analysis too far. In its analysis the Court of Appeals states that because the University does not provide people without disabilities access to classes without requiring them to pay tuition, a person with a disability is not entitled to attend classes without paying tuition. App. A 10. Under this analysis any place of public accommodation could simply claim the accommodation, whatever it may be, is not provided to people without disabilities and thus it is not required for comparable service. The

Opinion's analysis effectively rewrites WLAD to eliminate any requirement for reasonable accommodations.

III. The Court Of Appeals Opinion Conflicts With WLAD In Requiring Proof Of "Special Circumstances" To Establish The Reasonableness Of A Disability Accommodation.

The Court of Appeals stated there were no "special circumstances" to "make" it reasonable to "break[] this policy" of requiring all students to pay tuition for classes. App. A 12-13. There is nothing in WLAD, however, that requires proof of "special circumstances" to establish the reasonableness of a disability accommodation. See *Negron v. Snoqualmie Valley Hospital*, 86 Wn. App. 579, 586; 936 P.2d 55, 59 (1997); WAC 162-26-080. See also *Duvall v. County of Kitsap*, 260 F.3d 1124, 1135-1138 (9th Cir. 2001).

The Court of Appeals relied on *U.S. Airways, Inc. v. Barnett*, *supra*, 535 U.S. at 402-406 in requiring "special circumstances" to establish the reasonableness of a disability accommodations request. But in *Barnett*, at issue was whether a proposed disability accommodation could be reasonable if it conflicted with a seniority system. The *Barnett* Court found that a conflict with a seniority system would undermine the rights and benefits of any number of other employees. The Court went on to say that under "special circumstances", an accommodation that conflicted with a seniority system could be reasonable. *Id.*

In this case, though, there is no seniority system at issue. The proposed accommodation does not impinge on the rights of anyone else.

It does not affect anyone else at all. In fact, Callahan was clear in her testimony that DRS was not concerned Ms. Hartleben's request would be unfair to other students. CP 305:19-306:2, 7-8. There is simply no basis to require *Barnett's* "special circumstances" in this case. To do so, completely rewrites the state law relating to reasonable disability accommodations. If the *Barnett* analysis is expanded beyond seniority plans, few disability accommodations would ever be deemed reasonable.

Also, Ms. Hartleben does not request even a change in any policy. She does not request free tuition in return for attending classes with a grade and college credit. She simply wants to sit in and participate again in five classes or some similar accommodation in order that she can relearn the material.

Regardless, by definition, a disability accommodation may mean a preference, a change in policy, necessary to provide comparable service. The issue is not whether the accommodation affords a preference or requires a departure from a policy, but whether it is reasonable.

Even if "special circumstances" must be established for an accommodation to be reasonable, it is difficult to imagine more "special" and rare circumstances. No one in the University has ever requested any accommodation because of retrograde amnesia or memory loss. CP 251:19-24, 301:10-11, 13-16, 18-23. The only effective ways for Ms. Hartleben to relearn the material from five classes are either to participate in the classes again (without a grade or college credit) or to listen to recordings of classes with an interactive component and feedback. At the

least, a jury should be able to determine the existence of "special circumstances".

IV. The Court Of Appeals Opinion Conflicts With Established Law In Finding That Allowing A Student To Participate Again In Certain Core Classes Without College Credit Or A Grade And Without Paying Additional Tuition, In Order To Allow Her To Take Advanced Classes And Complete Her Degree Program, Fundamentally Alters The Way A University Operates.

The Opinion states, on the one hand, that "[p]roviding classes without collecting tuition fundamentally alters its business model" and, on the other hand, that the University was "under no obligation" to have made a showing of fundamental alteration. It cannot be both that the accommodations request fundamentally alters the "business model" and the University has not shown that to be the case. App. A 15.

Also, the "business model" is not as stated. Id. At best, in return for tuition, the University provides interactive classes with a grade and college credit, in this case as part of a degree Program. Ms. Hartleben has paid tuition for these classes in order that she could participate in her degree Program, and she completed them for grades and college credit. All she seeks to do is sit in and participate in five classes again to relearn the material. She does not seek a different grade or college credit. She does not seek alterations in the curriculum or lower standards. The University has said there is no hardship in implementing this request. Her request is actually very consistent with how a university operates. Compare *Zukle v. Regents of Univ. of Cal.*, 166 F.3d 1041 (9th Cir. 1999).

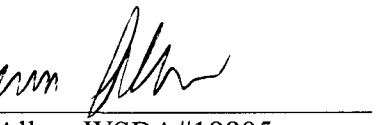
Also, there is nothing sacrosanct about requiring students to pay tuition. The University funds students' attendance through scholarships and financial aid. CP 53. There is nothing that would fundamentally alter the University's operations if it also allowed Ms. Hartleben to participate again in these classes without a grade or college credit at its cost as a disability accommodation. There is certainly no such proof in the record. DRS had the authority to make this accommodation or something similar. It is unlikely DRS would have had such authority if allowing Ms. Hartleben to relearn the material from these classes without additional cost to her would so upend the University's operations.

CONCLUSION

In view of the foregoing, Stacia Hartleben respectfully requests this Court grant her Petition for Review of the Court of Appeals Opinion in this case and reverse the judgment of the trial court and remand this case for a jury trial.

DATED this ____22nd____day of August, 2016.

ALLEN & MEAD PLLC



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PROOF OF SERVICE

I, Laura Allen, attorney for Petitioner, certify under penalty of perjury that a copy of the foregoing Petition for Review was sent this _22nd___ day of August, 2016 by email and hand delivered to Skylar A. Sherwood ssherwood@Riddellwilliams.com and Kristina Markosova, kmarkosova@Riddellwilliams.com , Riddell Williams P.S., 1001 Fourth Avenue, Suite 4500, Seattle, WA 98154-1192; and to Howard Mark Goodfriend, Smith Goodfriend, P.S., 1619 8th Ave. N., Seattle, WA 98109-3007, attorneys for Respondent University of Washington.

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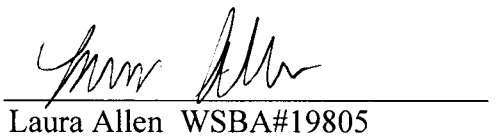

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APPENDIX

A

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

STACIA HARTLEBEN, an individual, Appellant, v. UNIVERSITY OF WASHINGTON, Respondent.	No. 73758-9-I DIVISION ONE PUBLISHED OPINION FILED: July 5, 2016

LEACH, J. — Stacia Hartleben appeals the trial court's summary judgment order dismissing her case against the University of Washington (University). She claims that the University violated the Washington Law Against Discrimination (WLAD)[1] when it refused to provide her with free classes as a reasonable accommodation for her disability. Because Hartleben fails to show that the University was required to waive her tuition in order to provide her comparable treatment under the WLAD, the University did not discriminate as a matter of law. We affirm.

FACTS

Hartleben attended Computational Linguistics master's program (Program) classes on a part-time basis at the University from 2008 through

[1] Ch. 49.60 RCW.

November 2011. She completed five courses in the Program. During some of the time she was enrolled, she experienced severe depression. This forced her to take hardship withdrawals or withdraw from her classes to undergo treatment.

From October to December 2011, Hartleben received electroconvulsive therapy (ECT) to treat her depression. As a side effect, she experienced retrograde amnesia or memory loss. Now she has almost no memory of the years between 2007 and the ECT. She only experiences memories in "little flashes" or pictures without context. Hartleben cannot remember the content of the Program courses she took.

In February 2013, Hartleben asked Dr. Emily Bender, a professor in the Program, if she could retake the courses she could not remember without paying tuition. Dr. Bender referred her to Disability Resources for Students (DRS) and the student health clinic. Joyce Parvi, a Program employee, suggested that she petition the Graduate School.

In March 2013, Hartleben met with Terri Dolbrich, a DRS counseling services coordinator. Hartleben asked to retake classes she had already completed without receiving credit or a grade but also without having to pay tuition. Hartleben told Dolbrich that she believed the classes would provide her interaction and feedback, which she needed due to her disability. She believed she would have a severe disadvantage if she did not retake the classes.

Although she did not then believe that law considered memory loss a disability, she considered it a disability. Dobrich indicated that she also did not believe that memory loss is a legal disability. She told Hartleben that "'if the university gave you free classes, they would have to do it for everyone.'" Dobrich then told her to petition the Graduate School.

Rebecca Aanerud, the associate dean of the Graduate School, responded to Hartleben that DRS must approve an accommodation before the Graduate School would implement it. Aanerud advised Bree Callahan, the director of DRS, that the school would not grant Hartleben's request without DRS approval but would if DRS decided Hartleben had requested a reasonable accommodation. Callahan responded that she was not sure what could be done retroactively to accommodate Hartleben but that they would consider accommodations if Hartleben moved forward in the Program. Dobrich and Callahan discussed that they did not think Hartleben had requested a reasonable accommodation because "there was no restriction on her enrolling to retake courses."

Later in March 2013, Callahan and Dobrich consulted with colleagues at the Registrar's Office and Student Fiscal Services, who said that "all students must pay tuition," "there was no circumstance under which they would not pay tuition," and they were not aware of a student taking a class but not paying for it. DRS had never received a request from a student with retrograde amnesia or a

request asking to retake classes without paying tuition as a disability accommodation.

Dobrich met with Hartleben in March in a standard "access planning" meeting and denied Hartleben's request. Dobrich formally rejected Hartleben's request for a disability accommodation by e-mail in May. Dobrich advised Hartleben that she could retake the classes or audit them but would have to pay tuition. Dobrich also told her that it would consider letting her attend on a part-time basis to give her more time to finish her degree. Dobrich referred Hartleben to the Division of Vocational Rehabilitation (DVR).

DVR evaluated Hartleben and concluded that she should work before she returned to classes and would not authorize payment for school, though a third party vendor recommended she return to school.

Hartleben filed a complaint with the University Complaint Investigation and Resolution Office (UCIRO) based on DRS's denial of her accommodation request. She sought a reasonable accommodation for her retrograde amnesia. The UCIRO investigator, Kate Leonard, conducted an investigation. She interviewed five people, including Dolbrich. She concluded that DRS's denial of Hartleben's request was not a failure to accommodate and that Dobrich did not treat Hartleben unfairly.

Leonard met with Hartleben in August and told her that the University would affirm the denial of Hartleben's request. As Hartleben left the meeting, Leonard told her she could listen to the recordings of the classes she had asked to retake and that Dr. Bender had suggested this solution. Hartleben told her she could not learn from recordings because of her focus and cognitive issues due to memory loss. She later e-mailed Dr. Bender to thank her and explain that self-study, including with recordings, was not feasible because Hartleben needed interaction in order to learn.

Hartleben then filed this lawsuit against the University, claiming that the University had violated the WLAD by failing to provide her with a reasonable accommodation. During her deposition, Hartleben characterized her "disability as memory loss, depression, anxiety and the cognitive—neurocognitive impairments left over from the ECT, including extreme focus and concentration issues when I'm not participating in a group setting." When asked if she had ever discussed her cognitive impairments with anyone at the University, she referenced her meeting with Leonard when Hartleben explained that the recordings would not be effective because of her "focus issues." The University moved for summary judgment. The trial court granted the University's motion. Hartleben appeals.

STANDARD OF REVIEW

This court reviews de novo an appeal from a summary judgment order.[2] We affirm summary judgment where, viewing the evidence in the light most favorable to the nonmoving party, no genuine issue of material fact exists.[3]

ANALYSIS

Hartleben asserts that the University violated the WLAD when it refused to allow her to retake classes without paying tuition as an accommodation for her retrograde amnesia. The University responds that it fulfilled its obligations under WLAD by offering Hartleben the same services that it offers people who do not have a disability. It argues that as a matter of law the WLAD does not require it to offer Hartleben a tuition waiver as a reasonable accommodation.

The WLAD protects the right of a person with a disability to be free of discrimination in places of public accommodation, including at public universities.[4]

> It shall be an unfair practice for any person . . . to commit an act which directly or indirectly results in any distinction, restriction, or discrimination, or the requiring of any person to pay a larger sum than the uniform rates charged other persons or the refusing or withholding from any person the admission . . . in any place of

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[2] Fell v. Spokane Transit Auth., 128 Wn.2d 618, 625, 911 P.2d 1319 (1996).

[3] Riehl v. Foodmaker, Inc., 152 Wn.2d 138, 144, 94 P.3d 930 (2004).

[4] RCW 49.60.030(1)(b), .040(2).

> public . . . accommodation . . . except for conditions and limitations established by law and applicable to all persons.[5]

The WLAD broadly defines "disability" to mean the presence of a "mental . . . impairment," including "cognitive limitation."[6]

Summary judgment is often inappropriate in discrimination cases because WLAD mandates that courts liberally construe it and because evidence often contains competing inferences of discrimination and nondiscrimination.[7] But "[c]ourts will . . . grant summary judgment when the plaintiff fails to raise a genuine issue of fact on one or more prima facie elements."[8]

To show a prima facie case of discrimination by the University, Hartleben needed to present evidence that (1) she has a disability, (2) the University is a place of public accommodation, (3) the University discriminated against her by failing to provide her with the "level of designated services provided to individuals without disabilities," and (4) Hartleben's disability was a substantial factor causing the discrimination.[9] The parties agree that Hartleben's retrograde amnesia is a disability and that the University is a place of public accommodation subject to the WLAD.

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[5] RCW 49.60.215(1).

[6] RCW 49.60.040(7)(a), (c)(ii).

[7] Frisino v. Seattle Sch. Dist. No. 1, 160 Wn. App. 765, 777, 249 P.3d 1044 (2011) (quoting Davis v. W. One Auto. Grp., 140 Wn. App. 449, 456, 166 P.3d 807 (2007)).

[8] Frisino, 160 Wn. App. at 777.

[9] See Fell, 128 Wn.2d at 637.

We review the record to see if Hartleben raised an issue of fact about the disputed elements of a prima facie case. A place of public accommodation discriminates when it fails to provide a person with a disability treatment comparable to that which it gives a person without that disability.[10] The comparable treatment test ensures that a person with a disability receives equal opportunity while also ensuring that places of public accommodation do not have to provide unlimited levels of service.[11] "A place of public accommodation is not required to provide extra services to persons with disabilities, but it may not deny full access to services already provided."[12] The WLAD requires that a place of public accommodation provide a reasonable accommodation to a person with a disability when providing the same service or treatment it provides to persons without disabilities would not give the disabled person full enjoyment of that place.[13]

Hartleben argues that she presented sufficient evidence to create an issue of fact about whether the University treated her comparably to students without a disability and that her accommodation request was reasonable. But Hartleben

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[10] Fell, 128 Wn.2d at 634-36.

[11] Fell, 128 Wn.2d at 631.

[12] Wash. State Commc'n Access Project v. Regal Cinemas, Inc., 173 Wn. App. 174, 189, 293 P.3d 413 (2013).

[13] WAC 162-26-060(1), (2), -080(1).

did not present any evidence that the University failed to offer her a comparable service.

Here, the evidence shows that the University's services include classes offered in exchange for tuition. All students must pay tuition.[14] The evidence shows that the University offered Hartleben access to the classes she requested, plus several other accommodations. We conclude that these accommodations provided Hartleben a comparable service and that her request to take classes without paying tuition was not reasonable. Because Hartleben failed to show a prima facie case of discrimination, the trial court properly granted summary judgment.

Hartleben argues that this case is like Negron v. Snoqualmie Valley Hospital.[15] There, this court reversed the trial court's grant of summary judgment. The defendant hospital did not call an emergency number for interpretation services after it unsuccessfully tried to get an interpreter for a deaf patient being treated for a life-threatening condition.[16] The hospital did provide the patient with some access to interpreters throughout her treatment.[17] This

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[14] Hartleben mentions in her complaint to the UCIRO that one student she spoke with sat in on classes "unofficially" without paying tuition. But without more, this does not show that the University offers this to students. And she fails to show how this passive approach to learning relates to her accommodation request for interactive learning in the classroom.

[15] 86 Wn. App. 579, 936 P.2d 55 (1997).

[16] Negron, 86 Wn. App. at 582-83.

[17] Negron, 86 Wn. App. at 583.

court determined that because hospital treatment generally includes both medical intervention and the opportunity to communicate about treatment, the hospital should provide a deaf person a reasonable opportunity to similarly communicate.[18] Because the hospital failed to provide this communication, an issue of fact existed as to whether the hospital provided the patient with services comparable to those it provided patients without a disability.[19] But, here, Hartleben cannot establish that the University provides people without disabilities access to classes without requiring them to pay tuition.

Indeed, as the University argues, by requesting a tuition waiver, Hartleben asks the University to provide her with extra services that it does not offer to other students. In Fell v. Spokane Transit Authority,[20] the Washington Supreme Court reversed summary judgment for the plaintiffs because the trial court did not evaluate if the transit authority offered comparable services to both people with a disability and those without. Plaintiffs argued that the transit authority discriminated against them because its new plan reduced services to transport elderly people and people with disabilities to fixed public transportation routes.[21] But evidence showed that the transit authority generally did not provide services outside the boundaries of its fixed routes and paratransit plan to people without

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[18] Negron, 86 Wn. App. at 586.
[19] Negron, 86 Wn. App. at 586-87.
[20] 128 Wn.2d 618, 622, 911 P.2d 1319 (1996).
[21] Fell, 128 Wn.2d at 624.

disabilities.[22] Thus, the court held as a matter of law that the plaintiffs had not shown that the transit authority discriminated when it did not provide extra services to people with disabilities.[23] The court held that "there is discrimination [under the WLAD] only when [people with disabilities] are not provided with comparable services."[24] The WLAD does not require a place of public accommodation to provide greater services to people with disabilities than what is available to people without disabilities.[25] Thus, the trial court did not err when it determined as a matter of law that the University provided Hartleben the same opportunity to access its services that it provides students without her disability.

Hartleben also fails to show the required link between her disability and her financial need. Hartleben relies on cases decided under the federal Fair Housing Amendments Act of 1988 (FHAA),[26] where courts have held that requiring whole or partial waivers of housing-related fees may be appropriate when those fees may deny someone an equal opportunity to enjoy a dwelling due to their disability.[27] She argues that the Ninth Circuit's decision in Giebeler v.

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[22] Fell, 128 Wn.2d at 639-40.
[23] Fell, 128 Wn.2d at 639-40.
[24] Fell, 128 Wn.2d at 635-36.
[25] Fell, 128 Wn.2d at 639-40.
[26] 42 U.S.C. § 3604.
[27] United States v. Cal. Mobile Home Park Mgmt. Co., 29 F.3d 1413, 1418 (9th Cir. 1994) (motion to dismiss improperly granted when plaintiff did not have the opportunity to show that fees that applied to all residents for long-term guests and for guest parking were discriminatory when applied to plaintiff, whose infant required in-home care); Bentley v. Peace & Quiet Realty 2 LLC, 367 F. Supp. 2d

M&B Associates[28] supports her waiver request. In Giebeler, the court held that summary judgment was improper when an apartment complex refused to waive its policy prohibiting cosigners for a mother of a man with AIDS (acquired immune deficiency syndrome) who needed to be close to her due to his illness.[29] The court's opinion quotes a Supreme Court case, decided under the Americans with Disabilities Act (ADA or Act),[30] U.S. Airways, Inc. v. Barnett,[31] to support its holding that an accommodation can require preferential treatment of a person with a disability, "'[a]nd the fact that the difference in treatment violates an employer's disability-neutral rule cannot by itself place the accommodation beyond the Act's potential reach.'"[32]

341, 347-49 (E.D.N.Y. 2005) (motion to dismiss denied because an accommodation for a person with a disability affecting her mobility to move to a first-floor apartment without incurring a higher fee associated with the first-floor apartment is an accommodation within the purview of the ADA; court rejected under U.S. Airways, Inc. v. Barnett, 535 U.S. 391, 122 S. Ct. 1516, 152 L. Ed. 2d 589 (2002), the defendant's argument that simply giving plaintiff an opportunity to rent the first-floor apartment for the amount it would normally charge fulfilled its obligations under the FHAA); Fair Hous. of the Dakotas, Inc. v. Goldmark Prop. Mgmt., Inc., 778 F. Supp. 2d 1028, 1039-40 (D.N.D. 2011) (trial court denied summary judgment to property management company where questions of fact existed regarding necessity and reasonableness of accommodation request to waive additional fees for assistance dogs of plaintiffs who have mental disabilities).

[28] 343 F.3d 1143 (9th Cir. 2003).

[29] Giebeler, 343 F.3d at 1144-45.

[30] 42 U.S.C. §§ 12181-12189.

[31] 535 U.S. 391, 122 S. Ct. 1516, 152 L. Ed. 2d 589 (2002); see also Wash. State Commc'n Access Project, 173 Wn. App. at 190 (Washington courts may look to interpretation of the ADA as a source of guidance.).

[32] Giebeler, 343 F.3d at 1150 (quoting Barnett, 535 U.S. at 397).

But the accommodation must be reasonable.[33] In Barnett, the Court held that when a workplace has an established seniority system, the ADA does not require that an employer reassign an employee in a manner that conflicts with that system unless the employee can show special circumstances surrounding the particular case that demonstrate that the accommodation is nonetheless reasonable.[34] Here, evidence shows that the University requires that all students pay tuition, and Hartleben has not shown that special circumstances exist to make breaking this policy reasonable. And in Giebeler, evidence showed that Giebeler's inability to meet minimum income requirements was a direct result of his disability.[35] Here, Hartleben has not shown a connection between her status as a person with a disability and her status as a person with financial hardship. She fails to explain how a tuition waiver would be a reasonable accommodation for her disability.

Further, the federal cases cited by Hartleben are specific to the FHAA. But in the context of university learning, federal courts have not required fee reductions or waivers to accommodate a student where those waivers would be unreasonable.[36] We find Lipton v. New York University College of Dentistry[37]

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[33] Barnett, 535 U.S. at 406.
[34] Barnett, 535 U.S. at 406.
[35] Giebeler, 343 F.3d at 1147.
[36] Lipton v. N.Y. Univ. Coll. of Dentistry, 865 F. Supp. 2d 403, 410-11 (S.D.N.Y. 2012), aff'd, 507 F. App'x 10 (2d Cir. 2013); see also Harnett v. Fielding Graduate Inst., 400 F. Supp. 2d 570, 579-80 (S.D.N.Y. 2005) ("Plaintiff's

persuasive. In that case, the U.S. District Court for the Southern District of New York granted the university's motion to dismiss Lipton's discrimination claim because Lipton's requested accommodations were unreasonable. There, the university required students to pass a dentistry board exam within a certain period after graduation and had a policy to require rematriculation each time a student had to retake the exam.[38] After four unsuccessful attempts to pass the exam, Lipton requested reasonable accommodations that included taking the test an unlimited number of times without rematriculating and paying the accompanying fee.[39] The court decided that the requested accommodations were unreasonable for several reasons, including that they would alter important academic policies, they bore a tenuous relationship to Lipton's disability, and that his requested fee waiver had no bearing on his alleged disability.[40]

Similarly, a waiver of a tuition fee does not bear on Hartleben's performance in the Program due to her disability and is thus unreasonable. The

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request for a reduction in tuition—a modification that is not contemplated by [Fielding Graduate Institute] policy and that is not granted to other students—would not have 'accommodated' her disability in any way. . . . Therefore, such a request does not constitute a reasonable accommodation within the meaning of the applicable statutes."), overruled on other grounds by Harris v. Mills, 572 F.3d 66, 73 (2d Cir. 2009).

[37] 865 F. Supp. 2d 403, 410-11 (S.D.N.Y. 2012), aff'd, 507 F. App'x 10 (2d Cir. 2013).

[38] Lipton, 865 F. Supp. 2d at 405.

[39] Lipton, 865 F. Supp. 2d at 404-07.

[40] Lipton, 865 F. Supp. 2d at 410.

University's waiver of tuition for Hartleben would only address barriers she faces due to financial hardship and not those due to her disability. Thus, Hartleben fails to raise a genuine issue of fact about the University's alleged discrimination against her by requiring her to pay tuition for classes. The trial court properly granted summary judgment to the University.[41]

Hartleben asserts that the University presented no evidence that her requested accommodation would fundamentally alter its operations as claimed by the University. When an accommodation would fundamentally alter a service, it is not reasonable.[42] Here, the University provides classes in exchange for payment of tuition. Providing classes without collecting tuition fundamentally alters its business model. Further, the University need not present this evidence until after Hartleben presented evidence of a prima facie case.[43] Because Hartleben did not, the University was under no obligation to make this showing.

Hartleben further contends that a jury should decide if the University engaged in good faith in an interactive process or investigation to determine reasonable accommodations. Parties must work in good faith to exchange

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[41] See Frisino, 160 Wn. App. at 777.

[42] See 28 C.F.R. § 35.130(b)(7) ("A public entity shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the public entity can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.").

[43] See Fell, 128 Wn.2d at 634.

information in order to determine what reasonable accommodation best suits the plaintiff's disability.[44] The evidence shows that the University met with Hartleben several times and offered her accommodations, including access to the classes she needed to retake. But Hartleben would only accept an accommodation allowing her to take classes she needed without paying tuition, which was not a reasonable accommodation contemplated by WLAD. Thus, she cannot show that a material issue of fact exists about the University's alleged discrimination against her.

In her reply brief and at oral argument, Hartleben said she would accept an accommodation that included listening to the recordings in conjunction with a University-provided tutor so she can engage in an interactive learning process. She certainly can request this of the University. But because she did not request this accommodation from the University before this appeal, the reasonableness of this requested accommodation is not before us.

CONCLUSION

Because Hartleben is unable to show that comparable treatment under the WLAD requires that she retake classes without paying tuition, she fails to show a

[44] Frisino, 160 Wn. App. at 777.

prima facie case of discrimination against the University as a matter of law. We affirm the trial court.

Leach, J.

WE CONCUR:

Trickey, ACJ

Spearman, J.

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HONORABLE SAMUEL CHUNG, Dept. 15
HEARING DATE AND TIME: JUNE 26, 2015 AT 11:00 AM

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

STACIA HARTLEBEN, an individual, Plaintiff, v. UNIVERSITY OF WASHINGTON, Defendant.	NO. 14-2-20173-7 SEA ~~PROPOSED~~ **ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

This matter came before the Court on Defendants University of Washington's Motion for Summary Judgment. The Court reviewed the pleadings and papers on file, including the following documents:

1. Defendants' Motion for Summary Judgment (with attached Proposed Order);
2. Declaration of Dr. Emily Bender in Support of Defendant's Motion for Summary Judgment and attached exhibits;
3. Declaration of Bree Callahan in Support of Defendant's Motion for Summary Judgment;
4. Declaration of Terri Dobrich in Support of Defendant's Motion for Summary Judgment and attached exhibits;
5. Declaration of Kate Leonard in Support of Defendant's Motion for Summary

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Judgment and attached exhibits; and

6. Declaration of Skylar A. Sherwood in Support of Defendant's Motion for Summary Judgment and attached exhibits; and

7. Plaintiff's Response, if any, including any accompanying declarations or exhibits;

8. Defendant's Reply, if any, including any accompanying declarations or exhibits; and

9 Supplemental Declaration of Laura Allen in Support of Opposition to Motion
10 9. The documents on file in this matter. For Summary Judgment

IT IS HEREBY ORDERED that Defendants' Motion for Summary Judgment is GRANTED, summary judgment is HEREBY ENTERED in favor of the University of Washington on each of Plaintiffs' claims in this action, and Plaintiffs' action is hereby DISMISSED in its entirety WITH PREJUDICE.

DATED this 26th day of June, 2015.

HONORABLE SAMUEL CHUNG

Presented by:

RIDDELL WILLIAMS P.S.

By s/ Skylar A. Sherwood
Skylar A. Sherwood, WSBA #31896
Kristina Markosova, WSBA #47924
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IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

STACIA HARTLEBEN, an individual, Appellant, v. UNIVERSITY OF WASHINGTON, Respondent.	No. 73758-9-I ORDER DENYING MOTION FOR RECONSIDERATION

The appellant, Stacia Hartleben, having filed a motion for reconsideration herein, and the hearing panel having determined that the motion should be denied; now, therefore, it is hereby

ORDERED that the motion for reconsideration be, and the same is, hereby denied.

Dated this 25th day of July, 2016.

FOR THE COURT:

Leach, J.

Judge