No. 95622-7

THE SUPREME COURT OF THE STATE OF WASHINGTON

STEVEN P. KOZOL, LARRY A. BALLESTEROS,
KEITH CRAIG, and KEITH BLAIR,

Petitioners,

v.

JPAY, INC.,
a foreign corporation,

Respondent.

PETITIONERS' REPLY TO RESPONDENT'S ANSWER TO PETITION FOR REVIEW

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ORIGINAL

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I. INTRODUCTION

Without doubt, this is a true case of David versus Goliath, in which everyday consumers -- who are litigating this case in propria persona -- are suing a large and influential corporation to seek redress for their injuries. To present, this case has unfortunately been the subject of legally incorrect rulings by the trial court and the Court of Appeals. It frustrates the staunch principles of justice for a consumer to be relying upon well established legal authority, yet have a company, like JPay in this case, merely employ conclusory arguments and evidence presented in a sweeping, dismissive manner, and find success by nimbly avoiding the facts of its tortfeasance. Fortunately, the Washington Supreme Court's "obligation is to see that the law is carried out uniformly and justly." In re Hinton, 152 Wn.2d 853, 856, 100 P.3d 801 (2004).

In submitting its Answer to the Petition for Review Respondent JPay fails to adequately address the issues raised in the Petition, and instead presents mostly conclusory and often times inaccurate or misleading arguments. Respondent raised new issues in its Answer. Accordingly, the Petitioners respectfully submit this Reply pursuant to RAP 13.4(d).

II. SUMMARY OF THE CASE

JPay, Inc. ("JPay") is a company that markets goods and services exclusively to inmate populations. Over the company's short life span it has garnered notable media publicity for its

various predatory and unscrupulous business practices. Clerk's Papers (CP) 184-195.

JPay has a contract with the Washington Department of Corrections ("DOC") to which Petitioners Steven Kozol, Larry Ballesteros, Keith Craig and Keith Blair (hereinafter collectively referred to as "Kozol"), inter alios, are third-party beneficiaries as defined by contract law. See, RAP 12.4 Motion for Reconsideration of Appellant Steven Kozol, Appendix C.

While JPay has attempted to force its inmate customers to accept various terms in a User Agreement that waive all claims and liability against JPay, Kozol has expressly refused to accept any such terms.[1] CP 197.

JPay has a history, that upon introducing a newer (more expensive) model digital media device, inmates who do not want to spend more money suddenly find their otherwise fully functioning current device to become "locked," or "Malfunctioned" and registered to now be "Property of JPay." This occurred with Kozol's "JP3" model devices (CP 436, 438, 212, 268-270, 310-312, 320-323). This also occurred with other inmate's "JP4" devices when the newer "JP5" models were introduced. CP 232-233. What has happened to Kozol is not just a one-off. However, while clearly material, Kozol's discovery to establish the extent of JPay's pattern of this misconduct has been deemed unnecessary and overly burdersome in the eyes of the Court of Appeals.

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[1] JPay refers to this User Agreement as a basis for asserting "contract" issues, but without acceptance no such contract exists, and is thus immaterial in this case.

Kozol had purchased four different "JP3" media players from JPay, as well as thousands of dollars of music downloads. In May 2015, suddenly each of Kozol's JP3s became digitally "locked" and "Property of JPay" upon being docked into JPay's secure kiosk system inside of DOC prisons. As a result, Kozol was injured by no longer being able to access, use or enjoy their purchased chattel. Any consumer would consider such action to constitute injury.

Kozol submitted an exhaustive array of email "help tickets" notifying JPay that something in its kiosk software had digitally locked their JP3 devices, and requested that JPay provide some sort of remedy. JPay flatly refused to provide any fix for the injury it caused, ignored the notice that some type of computer code caused the problem, and repeatedly told Kozol that they would have to spend more money to buy new devices if they wished to "keep all of [their] music" purchases and be able to listen to them. CP 436, 438, 212, 268-270, 310-312, 320-323. Notably, in one help ticket response JPay revealed that it has the ability to intentionally "Malfunction" Kozol's JP3 devices, and that once this is done, "you will no longer be able to download music or purchase new music until you actually buy a new player." CP 217.

Yet even when provided notice of potential civil action based upon JPay's unwarranted and unlawful refusal to cease its interference with Kozol's chattel (CP 438, 443-446, 314-315), JPay still refused to cease its interference and control, and

refused to provide any remedy, even upon notice that the suit had been filed. CP 438.

It was not until after Kozol had to serve the suit upon JPay (CP 584-585) that the company first began to offer any type of remedy, on July 10, 2015. CP 440. However, years later, JPay still did not provide the promised replacement devices to Kozol.[2] As a matter of law the interference with Kozol's use of their chattel for such a prolonged period of time sufficiently establishes an injury to support their conversion and trespass to chattels claims in this case.

Additionally, around the time Kozol's JP3 devices were interfered with by JPay, Kozol obtained a copy of the JPay contract with DOC. The contract states that Kozol and all other DOC inmate customers are promised that digital music prices will be comparable to iTunes. Kozol discovered that while he had paid $1.99 per song purchase, this increased pricing may be prohibited by the contract if the same music sells for considerably less on iTunes.[3] As third-party beneficiaries to the contract Kozol sought a declaratory judgment for a determination of their rights under the contract concerning music pricing.

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[2] Steven Kozol and Keith Craig did not receive fully functioning replacement devices until one year after having to file suit. Keith Blair did not receive a fully functioning replacement device until two and a half years after having to sue. Larry Ballesteros still had not been provided a fully functioning replacement device as of a few months ago. See RAP 9.11 Motion (January 7, 2018) of Appellants. Upon this Petition for Review being filed JPay has refused to provide Ballesteros with a replacement device, so Ballesteros had to purchase a new device to reacquire use of his purchased music library. ER 201.

[3] Song prices on iTunes have been 99¢ or less during this period. ER 201.

The trial court denied all of Kozol's motions to compel the necessary discovery and dismissed all of Kozol's claims upon JPay's motion for summary judgment. Kozol appealed, but the Court of Appeals affirmed. Kozol filed the Petition for Review raising the specific errors present in the Court of Appeals decision.

III. FACTS

It is undisputed that Kozol expressly rejected JPay's User Agreement terms that waived JPay's liability for any acts to Kozol's digital music devices or song purchases. CP 197. It is undisputed that a claim for breach of the User Agreement "contract" is not at issue in this case.

It is undisputed that JPay's declaration evidence on summary judgment did not establish that Kozol's four specific JP3 devices were affected by an inadvertent software glitch, and that the declaration only stated that "some" or "many" customers' JP3 devices were affected in this manner. CP 86.

It is undisputed that JPay employs an intentional "Malfuction" procedure to deactivate its customers' JP3, JP4 or other model devices. CP 217, 167-169. It is undisputed that the effects from a "Malfuction" procedure as described by JPay, of "no longer be[ing] able to download music or purchase new music until you actually buy a new player" (CP 217), are the identical results befallen Kozol when their JP3s were locked by JPay; Kozol could no longer download music and could no longer purchase music until

they bought a new device. CP 436. JPay told Kozol they "could not purchase music because [they] did not own a music player." CP 26-34.

It is undisputed that Kozol's expert witness declared that by reviewing the specific computer code commands last sent to the JP3s as Kozol requested in discovery, he could determine whether JPay intentionally interfered with Kozol's JP3 devices. CP 227-230, 373-374.

It is undisputed that JPay agreed it could provide to Kozol, under a protective order, the limited computer code requested in discovery. Verbatim Report of Proceedings (VRP) at 13 ("[we will go to the prison] with the papers in our possession and [let] them look at [software data] while we watch and keep control over those documents.").

It is undisputed that JPay's assertion that appearing for CR 30(b)(6) deposition in Washington is too burdensome or costly (CP 120-121) is contradicted by the fact that at the same time it had sent four separate speaking agents to Washington State to discuss similar software and product issues with other inmate customers at the same prison Kozol requested JPay to attend depositions. CP 176-178.

It is undisputed that other than the mere argument of counsel, JPay offered no admissible evidence to establish that the few lines of defunct computer code Kozol requested in discovery met the criteria of a protected trade secret as defined in RCW 19.108.010(4).

IV. ARGUMENT ON REPLY

A. Petitioners' Claims Are not Limited in Whole or in Part Based Upon a User Agreement or Warranty "Contract"

In its Answer to the Petition, JPay argues that "The only contract referenced in Petitioner's Complaints is JPay's contract with DOC. Petitioners' Complaints conveniently ignore the applicable User Agreements and Limited Warranties." Answer, at 4.

To be clear, Kozol expressly rejected JPay's attempts to get an agreed waiver as to all JPay liability by way of a User Agreement. CP 197. Moreover, regardless of any warranty, JPay remains liable for its tortfeasance in willfully refusing to relinquish its unwarranted and unlawful interference with Kozol's use of their chattel.

Therefore, JPay's insertion of terms-of-use contract issues is inapplicable to this Court's review of the issues presented in the Petition.

B. Petitioners' Claims Are Based Upon a Sufficient Showing of Damages Resulting From JPay's Tortfeasance

JPay has consistently asserted that Kozol has not presented evidence of damages. This argument is squarely contradicted by the record and controlling caselaw.

Washington law is clear that "emotional distress damages have always been available upon proof of an intentional tort." Broughton Lumber Co. v. BNSF Ry., 174 Wn.2d 619, 636, 278 P.3d 173 (2012); see Nord v. Shoreline Savings Ass'n, 116 Wn.2d 661, 671, 335 P.3d 424 (2014).

In Kloepfel v. Boker, 149 Wn.2d 192, 66 P.3d 630 (2003) this Court held that a plaintiff is not required to prove objective symptomotology for emotional distress damages caused by an intentional tort. The Court clearly distinguished these damages by an intentional tort from those for the separate tort of negligent infliction of emotional distress. JPay has conflated the two standards, as it is the negligent infliction of emotional distress in which the emotional distress "must be susceptible to medical diagnosis" and must "constitute a diagnosable medical disorder." Id., at 196-197.

Evidence by way of objective symptomotology is not required to establish emotional distress under a claim for an intentional tort. Id., at 198. Contrary to JPay's arguments, this Court "has liberally construed damages for emotional distress as being available merely upon proof of an intentional tort." Birchler v. Castello Land Co., 133 Wn.2d 106, 116, 942 P.2d 968 (1997) (internal quotation marks and citation omitted).

Summary judgment requires the courts to view all pleadings, affidavits, discovery, and reasonable inferences in favor of the non-moving party. Ellis v. City of Seattle, 142 Wn.2d 450, 458, 13 P.3d 1065 (2000). To establish damages for summary judgment purposes there only needed to be a showing that one or more Petitioners suffered emotional distress, which includes being very upset, traumatized, experiencing sleeplessness, physical unrest or upset stomach, anxiety, depression, and the other emotions suffered under JPay's conduct. "These emotions would

constitute emotional distress." Sutton v. Tacoma Sch. Dist. No. 10, 180 Wn.App. 859, 872, 324 P.3d 763 (2014)(citing Kloepfel, 149 Wn.2d at 203).

Petitioners made a sufficient showing of such emotional distress. Steven Kozol stated his "emotional distress" and "emotional injury" early on. CP 274-276. It was pled in the Complaint, and on summary judgment. CP 10, 14, 15, 270-272. Other Petitioners pled emotional distress in their verified complaint (CP 543-554) and on CR 59 reconsideration new evidence was submitted establishing still occurring emotional distress from JPay's continued actions. CP 164, 215, 220-221, 224.

Additionally, Kozol proffered by way of a RAP 9.11 Motion further evidence of this continuing emotional distress from JPay's long-term refusal to provide a remedy and relinquish its unwarranted interference with Kozol's chattel. See RAP 9.11 Motion (January 7, 2018) of Appellants Kozol, Ballesteros, Craig and Blair, at Exhibits 2, 3. Practically speaking, it seems untenable for JPay to argue Kozol has not shown evidence of emotional distress when JPay itself had acknowledged that it "has no doubt that an inmate's [JP3], including such device's ability to play music, is important to inmates." CP 296-298 (Answer to 5th Request for Production).

All the more, Kozol submitted evidence of consequential damages he sustained from being precluded from completing commercial music projects which he and his family were using to raise money to

pay for attorneys to effectuate his exoneration from his current conviction. CP 161-164, 199-210.

On summary judgment a court's function is not to weigh evidence or assess credibility, rather its job is to determine whether a burden of production has been met. Barker v. Advanced Silicon Materials, LLC, 131 Wn.App. 616, 624, 128 P.3d 633 (2006).

In conclusion, because Kozol made the sufficient showing of consequential damages and the existence of their emotional distress as a result of JPay's actions, their claims are properly supported with a showing of damages. Because the decisions below conflict with these above decisions of this Court and the Court of Appeals, review is warranted under RAP 13.4(b)(1),(2).

C. The Court of Appeals Decision Conflicts With Published Decisions of the Supreme Court and Court of Appeals

1. Standard of Review Is De Novo

JPay incorrectly asserts that "Petitioners do not dispute" that review of a motion for reconsideration is based on an abuse of discretion. Answer, at 6. Kozol did not make any such stipulation.

When an order under CR 59 is based upon rulings of law, no element of discretion is preset and the rulings are subject to de novo review. Allyn v. Boe, 87 Wn.App. 722, 729, 943 P.2d 364 (1997), review denied, 134 Wn.2d 1020; Detrick v. Garretson Packing Co., 73 Wn.2d 804, 812, 440 P.2d 834 (1968). All issues

of law are reviewed on appeal using the de novo standard. Cockle v. Dep't of Labor & Indus., 142 Wn.2d 801, 807, 16 P.3d 583 (2001).

In this case the Court of Appeals incorrectly decided that the abuse of discretion standard applies to review of an order denying CR 59 reconsideration of summary judgment. Opinion, at 17 n.17. This is in sharp conflict with controlling caselaw. When evidence is presented on CR 59 reconsideration of summary judgment, both this Supreme Court and the Division Three Court of Appeals have held that the de novo standard of review applies. See Petition for Review, at 9-10. Because the Division One Court of Appeals' decision to apply the abuse of discretion standard conflicts with prior decisions of this Court and the Court of Appeals, review of this important issue of law affecting a large percentage of legal practitioners in Washington is warranted under RAP 13.4(b)(1),(2).

2. Elements of a Declaratory Judgment Claim

In its Answer, JPay states that Kozol have confused the elements of a UDJA claim, and that their argument is "underdeveloped, and, ultimately flawed." Answer, at 8. Unfortunately, it is JPay who convolutes the issue with its incongruous argument.

There is no mistake that the Court of Appeals concluded that, "Here, Kozol has not established that an actual dispute or the mature seeds of one presently exists....Thus, Kozol has not demonstrated that they have standing under the UDJA to request

a declaratory judgment." Opinion, at 12. Yet the first glaring conflict is that on the same page the Court of Appeals stated that, "We assume without deciding that Kozol is a third party beneficiary with standing to sue to enforce rights under the contract between JPay and DOC." Opinion, at 12 n.12 (emphasis added). Therefore, it is untenable and contrary to controlling caselaw to hold Kozol does have standing in their UDJA claims, yet then hold that they do not have standing under the UDJA.

Secondly, Kozol certainly has demonstrated standing under the UDJA. The two-part test for standing under the UDJA requires (1) the interests sought to be protected must be "arguably within the zone of interests to be protected or regulated by [the contract] in question," and (2) the challenged action must have caused "injury in fact," economic or otherwise, to the party seeking standing. Spokane Ent. Ctr. v. Spokane Moves, 185 Wn.2d 97, 103, 369 P.3d 920 (1994). Because Kozol's direct financial interest from being wrongfully overcharged under the contract will be affected by the outcome of the declaratory judgment claim, Kozol has standing. Yakima County Fire Prot. Dist. No. 12 v. City of Yakima, 122 Wn.2d 371, 379, 858 P.2d 245 (1993); Nelson v. Appleway Chevrolet, Inc., 160 Wn.2d 173, 186, 157 P.3d 847 (2007).

Finally, the Court of Appeals decision conflicts with other controlling decisions as to what demonstrates an "actual, present and existing dispute" under the first prong of the UDJA's

justiciability requirement. The Washington Courts have held that the "actual, present and existing dispute" criterion requires only that the parties are actually involved in a tangible dispute affecting their rights. See, e.g., Nat'l Indem. Co. v. Smith-Gandy, Inc., 50 Wn.2d 124, 309 P.2d 742 (1957)(insurance company entitled to declaration establishing applicability of liability insurance); Nelson, supra (charging of fees and tax).

Here, the Court of Appeals erred because Kozol and JPay have an "actual, present and existing dispute" over whether Kozol was overcharged for music purchases based upon the contract between JPay and DOC. The Court of Appeals decision stating this dispute is "hypothetical" or "speculative" is in conflict with decisions of this Court and the Court of Appeals, which warrants review under RAP 13.4(b)(1),(2).

3. Kozol has Established a Claim for Conversion or Trespass

JPay argues that the Court of Appeals did not error, because its decision does not conflict with Demalash v. Ross Stores, Inc., 105 Wn.App. 508, 20 P.3d 447 (2001). Answer, at 10. This assertion is unreasoned.

JPay contends that Demalash "provides that a defendant is liable for conversion if he willfully and without legal justification" deprives or interferes with an owner's use or control of his chattel. Answer, at 10. This certainly favors Kozol.

In this case it is undisputed that Kozol sent multiple help tickets notifying JPay that its software/kiosks wrongfully "locked" their JP3 devices, they requested a remedy from JPay, yet JPay continuously, willfully and without legal justification refused to relinquish its unwarranted interference and control over Kozol's chattel. CP 436, 438, 217, 212, 268-270, 310-312, 320-323. Even when Kozol notified JPay its actions violated the law, i.e., was without legal justification, JPay snubbed its nose at such notice and willfully refused to relinquish its control and interference and refused to provide a fix. CP 438, 443-446, 314-315.

Ultimately, it took between 1-3 **years** for Kozol to receive partial replacement devices JPay claimed to have offered. RAP 9.11 Motion (January 7, 2018) of Appellants Kozol, Ballesteros, Craig and Blair, at Exhibits 1-4. Ballesteros was denied a remedy.

Virtually identical to the situation in Demalash, JPay did not make any attempt to relinquish its willfully continuing interference with Kozol's chattel until after legal action was taken. JPay's first offer of a remedy was on July 10, 2015. CP 440. Yet again, this was not until after Kozol had to sue, and these promised functioning replacement devices took **years** to be provided to Kozol. This is far longer of a duration of continuing conversion, and thus more egregious, than what occurred in Demalash.

Kozol cited to ample Washington caselaw holding that a conversion may be committed by intentionally refusing to surrender a chattel upon demand of the owner. See RAP 12.4 Motion for

Reconsideration of Appellants Ballesteros, Craig and Blair, at 15-20. Yet the Court of Appeals decided that no conversion or trespass could have occurred because JPay eventually said it would provide a suitable fix for the problem (in truth JPay proceeded to withold the remedy for years). In what appears to be an issue of first impression, this Court should determine whether a defendant's post hoc offer of a remedy after being sued can serve to vitiate a plaintiff's tort claim for conversion or trespass to chattels. Because the Court of Appeals decision that no conversion or trespass occurred is in conflict with prior decisions of this Court and the Court of Appeals, review is warranted under RAP 13.4(b)(1),(2).

4. An Out-of-State Defendant Conducting Commerce in Washington Under Contract With a State Agency Is Required to Appear for Noted CR 30(b)(6) Deposition in Washington

Kozol properly served JPay with notice of a CR 30(b)(6) deposition, requesting JPay produce speaking agents to be deposed in Washington, to be conducted at the Stafford Creek Corrections Center - one of many prison facilities that JPay staff routinely visit for business purposes, and where Kozol are confined. CP 349-353. JPay objected. CP 355. The parties conducted a CR 26(i) conference in February 2016 discussing this issue. CP 369. JPay did not move for a protective order.

As of February 22, 2016 JPay maintained that it was too burdensome and expensive to send employees to Washington State

to be deposed. CP 120-121. Yet, inexplicably, JPay was able that same week to send four different employees to Washington State to answer technology questions concerning JPay's media devices and software issues for inmates at the same prison Kozol noted the deposition to be conducted at. CP 176-178. This should sound a strong signal as to the lack of veracity in JPay's other unsupported assertions throughout this case.

First and foremost, JPay failed to move for a protective order, which it was required to do if refusing to produce any requested discovery. Wash. State Physicians Ins. Exch. & Ass'n v. Fisons Corp., 122 Wn.2d 299, 858 P.2d 1054 (1993); Johnson v. Jones, 91 Wn.App. 127, 955 P.2d 826 (1998).

But more importantly, the Court of Appeals erroneously applied CR 45(e)(2) as prohibiting a nonresident from being compelled to be deposed in Washington. Opinion, at 16. JPay has also incorrectly argued this same application of the rule. Answer, at 14.

CR 45(e)(2) is for "Subpoena for Taking Deposition." JPay is a party to this action. A subpoena is only necessary for deposition of a non-party witness. A notice of deposition properly served on a party is sufficient to require deposition attendance.

According to a leading commentator on Washington civil rules practice, Campbell v. A.H. Robbins Co. 32 Wn.App. 98, 645 P.2d 1138 (1982) "provides a party with authority to compel attendance of nonresident, managing agents of a corporate party at trial."

Civil Procedure Deskbook (Wash. St. Bar. Ass'n, 2d.ed. 2004 & Supp. 2006) §45.6, pg. "45-13". Harmonizing the caselaw and the Civil Rules rises the necessary conclusion that if a nonresident corporate speaking agent can be compelled to attend trial in Washington, and a party to an action can be compelled to attend deposition upon a proper notice of deposition, then a notice of deposition can compel a nonresident corporate speaking agent to appear in Washington for deposition.

In this case, the somewhat unique facts prevented Kozol from conducting effective depositions via telephone. Kozol are incarcerated in Washington. Kozol had their attorney retain the "locked" JP3 players to prevent JPay from erasing any electronic data that would prove its misconduct. Kozol needed to have their own software expert attend the deposition so as to assist in the understanding of JPay's deposition testimony as to technical issues. And JPay's speaking agents needed to be physically present to "unlock" the access to the computer data on the JP3s; the JP3s are secure devices that only JPay can grant access to (unless Kozol hires an expert to access the device software, which runs the risk giving JPay a basis to argue the evidence could then be compromised). In sum, Kozol needed the JP3 devices, their expert witness, and JPay's speaking agents to be physically present to conduct an effective deposition. Under the Civil Rules, the courts must "take into account the needs of the case" when deciding discovery matters. CR 26(b)(1).

As set forth in the Petition, Cambell v. A.H. Robbins Co., 32 Wn.App. 98, 106, 645 P.2d 1138 (1982) and Allen v. American Land Research, 95 Wn.2d 841, 631 P.2d 930 (1981), when read together with the Civil Rules, require an out-of-state party to produce a CR 30(b)(6) deponent in Washington State upon service of a notice of deposition. This should be all the more applicable because JPay is a party in privity with the Department of Corrections by way of the service contract, and JPay agreed it "shall comply with all...state and local laws." CP 427.

The ramifications of not requiring deposition attendance in Washington, when unique situations require, will result in a deterrent effect for injured plaintiffs to litigate claims against deep-pocket corporations who can use geographical location as a shield from discovery.

Because the Court of Appeals decision conflicts with the prior decisions of this Court and the Court of Appeals, this important issue of law warrants review under RAP 13.4(b)(1),(2).

5. Requested Discovery Is not a Protected Trade Secret

JPay incorrectly states that Kozol "assert that JPay had an obligation to hire an independent software expert." Answer, at 15. JPay misunderstands Kozol's argument.

Instead, what Kozol argued is that since the software code on the JP3 devices can be accessed by Kozol hiring a software expert, this access demonstrates that the data is not a protected

trade secret because it is readily ascertainable from the product itself. Boeing v. Sierracin Corp., 180 Wn.2d 38, 49-50, 738 P.2d 665 (1987). Again, JPay merely used open-source software that it obtained from other commercial sources, so it is not a trade secret. Petition for Review, at 22-25.

The prior decisions of this Court plainly hold that the party asserting a protected trade secret bears the burden of proof. Petition, at 22. JPay presented no such evidence. Therefore, the Court of Appeals decision conflicts with the prior decisions of this Court, warranting review under RAP 13.4(b)(1).

V. CONCLUSION

The Court of Appeals decision below not only conflicts with controlling authorities, but when looking beyond the surface sheen this case presents significant questions of law that carry broad import to legal practitioners. This case also presents issues of first impression. For the reasons stated in the Petition and in this Reply, the Court is respectfully requested to grant review in these matters.

DATED this 29th day of April, 2018.

RESPECTFULLY submitted,

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DECLARATION OF SERVICE BY MAIL
GR 3.1

I, STEVEN P. KOZOL, declare and say:

That on the 29th day of April, 2018, I deposited the following documents in the Stafford Creek Correction Center Legal Mail system, by First Class Mail pre-paid postage, under cause No. 95622-7:

Petitioners' Reply to Response to Petition for Review;

;

;

;

.

addressed to the following:

Office of the Clerk
Washington Supreme Court
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Olympia, WA 98504-0929

John A. Kesler, III
Bean, Gentry, Wheeler & Peternell
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Olympia, WA 98502-6068

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

DATED THIS 29th day of April, 2018, in the City of Aberdeen, County of Grays Harbor, State of Washington.

Steven P. Kozol

Steven P. Kozol

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