

FILED
SUPREME COURT
STATE OF WASHINGTON
1 8/27/2019 3:57 PM
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6 SUPREME COURT, STATE OF WASHINGTON

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8 REBEL CREEK TACKLE, INC., a) SUPREME COURT CASE NO. 97539-6
Washington corporation,) COURT OF APPEALS CASE 355721
9)
Petitioner,) ANSWER TO RESPONDENT'S
10) OPPOSITION TO PETITIONER'S
11) MOTION FOR EXTENSION FOR
vs.) FILING PETITION FOR REVIEW
12)
13 SETH BURRILL PRODUCTIONS, INC., a)
Washington corporation,)
Respondent)

14
15 INTRODUCTION: Petitioner filed its Petition for Review on August 12, 2019 with the
16 filing concluded at 5:29pm and hence shown as Filed at 8am on August 13, 2019. August 12,
17 2019 was within the 30-day period for appealing Court of Appeals Division III Judgment Case
18 355721. Petitioner has moved for an Extension of Time for filing to August 13, 2019.
19 Respondent objects to Petitioner's Motion and asks the Supreme Court to deny the Motion.

20 Respondent's Opposition to Petitioner's Motion is supported by the Respondent's Brief
21 and by the Declaration of Christopher Lynch in Support of Seth Burrill Productions Inc.'s

22 Answer to Respondent Opposition

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1 Opposition to Petitioner’s Motion for Extension of Time.

2 Petition Answers Respondent’s Opposition:

- 3 1. Respondent does not demonstrate how it would be prejudiced should the Supreme
4 Court grant Petitioner’s Motion for Extension of Time for filing its Petition for
5 Review which was commenced on August 12, 2019 and was completed 29 minutes
6 past the 5pm cutoff. Respondent would not state prejudice had the Petition for
7 Review been successfully filed at 4:59pm on August 12, 2019.
- 8 2. Respondent contends at Respondent’s paragraphs 3, 4 and 5 that a Motion for
9 Extension will not be granted. Respondent offers conclusions but not authority.
- 10 3. Respondent asserts that Petitioner has failed to articulate any basis for the Petition for
11 Review as seen at RAP 13.4¹. Petitioner specifically addressed RAP 13.4 at Petition
12 2, 4, 12 and at other pages.
- 13 4. Respondent’s paragraphs 6 and 7 asserts that Petitioner licensed Respondent to make
14 Petitioner’s patented products and that subsequent litigation including 3 appeals have
15 been of no benefit to Petitioner. Contrary to this assertion, the Arbitration Award
16 January 22, 2018 Terminated the License Agreement thereby benefiting Petitioner by
17 ostensibly eliminating Respondent from the License Agreement and Respondent’s
18 persistent failure to perform.
- 19 a. The commencement of Arbitration, shortly following the Trial Court’s denial

21 ¹ Respondent’s Brief Opposing paragraph B.
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1 of Petitioner's August 18, 2017 Motion, was necessitated by the Trial Court's
2 misapprehension of who it is that determines arbitrability. While Appeal 3
3 was pending a deadline arrived, June 1, 2016, where Respondent was bound
4 to have sold a specific number of devices. The License Agreement arbitration
5 provision rendered the failure to make required sales non-curable. Petitioner
6 filed and served a Declaratory Judgment on June 1, 2016 and, when Appeal 3
7 was completed, brought a Motion for Summary Judgment in Spokane County
8 Superior Court Case 13-2-01982-0.

9 i. Said case had been commenced by Respondent² following Arbitration
10 in 2012 pursuant to RCW 7.04A.220 with a Motion, as required by
11 7.04A.220, and not with a summons/complaint et al. Thereafter
12 Respondent's Motion practice included a Motion for Order and
13 Judgment, a Motion for Contempt and a Motion for Appointment of
14 Receiver with these latter two motions being the basis for appeals 1
15 and 2. Petitioner's Motion in August 2017 was brought in the same
16 Superior Court Case having the characteristics of the same parties
17 (Petitioner v. Respondent herein), same case number, same Spokane
18 County Superior Court, same issues regarding License provisions and
19 requirements and heard by a third Superior Court Judge.

21 ² Decl Lynch paragraph 8.
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1 b. Was Spokane County Superior Court case 13-2-01982-0 a Superior Court
2 Case bearing the same authority³ to hear Motions as in 2013 regarding Order
3 and Judgment, regarding Contempt and in 2016 regarding Receivership? Or
4 was it “patently clear that [Petitioner’s claim] ...had absolutely no chance of
5 success.” *Skimming v. Boxer*,⁴ 119 Wn. App. 748, 755, 82 P.3d 707 (2004) as
6 ruled by the trial court in August 2017 and Division III on July 11, 2019.

7 c. Was Spokane County Superior Court case 13-2-01982-0 a Superior Court case
8 with all authority granted by R.C.W. 2.28.150 11⁵, or, as asserted by Respondent
9 at Respondent’s Brief paragraph 11, “...merely a ...[R.C.W. 7.04A.220]...vehicle
10 for confirmation of [Respondent’s] ...Arbitration Award and had no Complaint
11 or Counterclaim..”

12 i. Is Respondent correct in asserting that a Superior Court Case opened per
13 R.C.W. 7.04A.220 is a case not having the foundation of R.C.W.
14 2.28.150:

15 ii. “When jurisdiction is, by the Constitution of this state, or
16 by statute, conferred on a court or judicial officer all the
17 means to carry it into effect are also given; and in the
18 exercise of the jurisdiction, if the course of proceeding is
19 not specifically pointed out by statute, any suitable
process or mode of proceeding may be adopted which
may appear most conformable to the spirit of the laws.

20 ³ Petition for Review 8, 10-12, 15, 16.

21 ⁴ Petition for Review 3, 18.

22 ⁵ Petition for Review 11, 14

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- 1 iii. What is Respondent’s basis for this contention or is the assertion a
2 denigration of honorable R.C.W. 7.04A.220.
- 3 iv. Respondent’s assertion that Case 13-2-01982-0 was, and “...merely a
4 vehicle for confirmation for Respondent’s Arbitration Award..”belies
5 Respondent’s pursuit of other Motions, i.e., Contempt, Receivership in
6 that very same Case 13-2-01982-0.
- 7 v. Respondent’s contention that Case 13-2-01982-0 was exhausted and
8 unavailable for Petitioner’s Motion in August 18, 2017, is made
9 without citation and with no scholarly analysis which might enlighten
10 all practitioners and courts.
- 11 vi. Petitioner refutes Respondent’s lack of authority assertion and
12 contends that this issue, alone, warrants the grant of Petitioner’s
13 Motion for Extension and for the Supreme Court’s taking up of the
14 Petition for Review.

15 d. In August 2017, was Petitioner’s Motion regarding the License Agreement
16 and its Arbitration Provision, to be determined by the trial court or was the
17 Motion to be decided in arbitration and if in arbitration was the trial court to
18 stay the Superior Court Case 13-2-01982-0 pending completion of the
19 arbitration as required by *Davis v. General Dynamic Land Systems* 152 Wn.App
20 715, 217 P.3d 1191 (Div 2, 2009) 10, 14; *Everett Shipyard, Inc. v. Puget Sound*

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1 *Environmental Corp* 155 Wn.App. 761, 231 P.3d 200 (Div 1, 2010)⁶.

- 2 i. Respondent attorney, on August 18, 2017, argued and the Trial Court
3 agreed that a new Superior Court Case was required with
4 Summons/Complaint/Discovery et al in order for Petitioner to have its
5 Motion heard. There is a marked contrast in Respondent's Opposition
6 argument where Respondent most certainly remembered and
7 Respondent's past Motion practice in 13-2-01982-0 and where now, in
8 August 2019, Respondent finds this Superior Court case to merely be a
9 vehicle for Respondent's 2012 need for an Order and Judgment.
10 Respondent hasn't forgotten the matters brought before the 2 Superior
11 Court Judges in 2012 and 2015 and the fact that those Judges did not
12 consider and did not invite and no one suggested Respondent's present
13 day "merely a vehicle" doctrine.
- 14 ii. Respondent attorney and Trial Court in argument on August 18, 2017,
15 both having previously received Petitioner's Proposed Order⁷ with the
16 step by step process of Fact, Conclusion and Finding setting out the
17 Trial Court's role regarding arbitrability; neither Respondent nor the
18 Trial Court demonstrated awareness of *Davis* and *Everette*, supra, as
19 seen in the report of proceedings. Within 10 days of the trial court

20
21 ⁶ Petition for Review 10, 14, 15.

⁷ Petition for Review 12 and at footnote 18
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1 denial of the Petitioner's Motion and the grant and imposition of
2 sanctions against Petitioner's counsel, Petitioner had commenced
3 Arbitration with the Arbitrator's January 22, ,2018 Award terminating
4 the License Agreement. Respondent's authority for making and
5 selling of Petitioner's patented device was terminated. But only
6 through the extra burden of commencing and expensing the process of
7 Arbitration.

8 iii. The trial court should have recognized its role regarding arbitrability,
9 could and should have retained the matter in the trial court and, on
10 Finding that the Respondent's failure to make required sales was a
11 non-curable event, should have Terminated the License Agreement.
12 The lack of recognition of who it is that decides arbitrability led to
13 expense and loss of time for the Petitioner. That failure and lack of
14 awareness of the Law was there for Division III to see and to correct.

15 e. Respondent had argued to the trial court, on August 18, 2017, that it was
16 entitled to have discovery even though Respondent's counsel in 2016 had
17 admitted that Respondent had failed to meet the non-curable License sales
18 requirements as is seen in the Clerk's Papers. Two months later, when in
19 Arbitration, Respondent pursued no discovery, did not refute that Respondent
20 had not made the required sales and argued that Petitioner's Motions and

21 Appeals constituted harassment, was the cause of Respondent's failure to
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1 make the sales. The Arbitrator stated that acts by Petitioner were not the
2 cause of Respondent's failure and Terminated the License Agreement⁸ on
3 January 22, 2018 as seen in the Clerk's Papers.

4 f. Thereafter Respondent, without regard to the Arbitrator's Termination of the
5 License Agreement, continued selling⁹ the device and continues selling in
6 August 2019; sales continue with Respondent asserting that patent laws are
7 not being violated. The continued selling resulted in Petitioner's May 2019
8 Motion for Judgment and Injunction in the same Petitioner v. Respondent 13-
9 2-01982-0 Spokane County Superior Court Case with the trial court reasoning
10 that a new RCW 7.04A.220 Motion was required and that the existing case
11 involving the same parties, same License Agreement, same contractual
12 obligations and limitations and that the Superior Court no longer had authority
13 per **R.C.W** 2.28.150 and Washington State Supreme Court cases.¹⁰ The 3rd
14 Appeal to Division III pertains to the Order in May 2019 asserting the
15 requirement of a new case and denying that Superior Court Case 13-2-01982-
16 0 continued with authority to consider Petitioner's Motion. Does a Superior
17 Court Case implicitly confer authority to the trial court to engage all means
18

19 ⁸ Petition for Review 4, 8

20 ⁹ Petition for Review 16

21 ¹⁰ R.C.W. 2.28.150; re Marriage of Langham and Kolde, 153 Wn.2d 553, 560, 106 P.3d 212 (2005); Abad
v. Cozza, 128 Wn.2d 575, 588, 911 P.2d 376 (1996) Primark, Inc. v. Burien Gardens Associates, 63 Wn.App. 900,
906, 823 P.2d 1116 (Div. 1 1992); In re Marriage of Langham and Kolde, 153 Wn.2d 553, 560, 106 P.3d 212
(2005):

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1 necessary to carry that authority into effect? Does R.C.W 2.28.150 confer
2 procedural authority on courts to adopt any suitable mode of proceeding to carry
3 out a statutory directive where none is specifically pointed out and jurisdiction is
4 otherwise conferred upon the court? Was Petitioner's conclusion that Case 13-2-
5 01982-0 continued to bear such RCW 2.28.150 authority reasonable such that it
6 was not "patently clear that [Petitioner's claim] ...had absolutely no chance of
7 success." Were CR 11 sanctions properly imposed?

8 5. Respondent at paragraphs 11 and 14 of Dec of Lynch asset that a Superior Court case
9 commenced after arbitration with an RCW 7.04A.220 Motion is solely for the use of the
10 party filing the RCW 7.04A.220 Motion. Respondent suggests that such a Superior Court
11 Case is a lesser case or is not a true and real Superior Court case than that stated by RCW
12 2.28.150 and as addressed by Supreme Court Cases in footnote 1. If so, was Petitioner's
13 Motion in that same Superior Court Case, still reasonable and, subject to argument and
14 motion, and still not "patently clear that [Petitioner's claim] ...had absolutely no chance
15 of success?" And still not providing the base for CR 11 sanctions?

16 6. Respondent at paragraph 12 glosses over the stark contrast between Respondent's
17 arguments to the Trial Court in August 18, 2017 of the required
18 Complaint/Summons/Discovery and robust defense with Respondent's simple
19 acquiescence to the Arbitrator's holding that the failure to make sales was conclusive
20 with Termination of the License Agreement.

21 a. Respondent at paragraph 13 blatantly states that Respondent immediately and

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1 fully complied with the Termination of the License Agreement while continuing
2 to sell the devices. Respondent has sold, following the Termination of the
3 License Agreement, since the spring of 2018 and presently continues sales in the
4 United States and in Europe. The refusal, in May 2019, of the Superior Court in
5 13-2-01982-0 to address and rule on Petitioner's Motion for Judgment and
6 Injunction and to assert the authority of RCW 2.28.150, urges Petitioner toward
7 the Federal District Court for practice with patent law, infringement, and whether
8 or not Respondent has a bona fide right to continue sales or has tricked the Patent
9 Office and the Court. The appeal of the May 2019 Motion has been appealed and
10 bears similar issues as does this Petition for Review. Entanglement with patent
11 law practice and the Federal Court means greater expense and delay for Petitioner
12 and for confusion on the part of the device purchasing public as they see sales by
13 Petitioner and by Respondent obviously causing questions on the part of
14 purchasers of the device – Who has the authority to sell? Should the trial court
15 have heard and ruled on Petitioner's Motion in May 2019? Did Case 13-2-
16 01982-0 have the case status of R.C.W. 2.28.150? Was the trial court in error in
17 refusing to hear Petitioner's Motion?

18 i. Petitioner will move to combine the Petition for Review with the appeal
19 of the trial court's May 2019 ruling.

20 7. Paragraph 15 is Respondent's direct attack on Petitioner's counsel. Is the
21 examination of confusion by Respondent and the Trial Court as to who it is that

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1 decides if a dispute is sent to arbitration or is decided in the trial court worthy of an
2 appeal and consideration by the Supreme Court? Is considering the issue pursuing
3 justice? Is a motion brought by Petitioner “patently clear [to fail...having]... absolutely
4 no chance of success” or is such a motion not with absolutely no chance of success? Are
5 CR 11 sanctions corrective or chilling. Is there guidance for other counsel from the facts
6 and results and consideration of statute and case law of this case? Is this Petition for
7 Review the pursuit of justice? Petitioner will be selling the devices and will be in
8 business far into the future and yet has to encounter Respondent’s contemporaneous
9 selling of products differing, for this time, only by Trademark. Is Respondent’s business
10 a violation of patent laws requiring additional litigation in Federal Court or should the
11 matter be decided in the trial court by Motion?

12 8. Respondent’s paragraphs 16 and 17 continue the theme that Petitioner’s Motion practice
13 is strategic harassment. This conclusion is not supported by the Arbitrator’s refusal to
14 grant the “harassment” theme weight in Respondent’s seeking relief from the License
15 Agreement specific performance. Respondent’s criticisms suggest that a Motion for
16 Extension where someone’s mother was ill should be viewed as a failure of practice and
17 brought solely for the purpose of harassment. These paragraphs fall outside the boundary
18 of argument within the Profession and Practice of Law. The tenor is disappointing and
19 weak.

20 9. How did Division III conclude (wrongly) that a new Case has supplanted Superior Court

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1 Case13-2-01982-0?¹¹ Paragraph 18 through 20 Decl of Lynch, continue thoughts that the
2 RCW 7.04A.220 Motion commencing a Superior Court Case is the foundation of a case
3 with lesser authority and which is a case which is so obviously limited as to make
4 counsel's filing of a motion subject to CR 11 sanctions. Respondent is certain yet has no
5 legal reference to present to the Supreme Court. The Trial Court in May 2019 asserted
6 that a new case was required. However, the trial court did not offer authority but only the
7 courts own reading and conclusion. If the conclusion is so clear then a case must have
8 addressed the issue and provided Washington attorneys and courts with guidance.
9 Without a reference to a statute or case, wasn't Petitioner's counsel a rational actor in
10 bringing a Motion in 13-2-01982-0? And if so then there is no basis for CR 11
11 sanctions? And that Case 13-2-01982-0 remains today in Spokane County.

- 12 a. Yet while Division III's July 11, 2019 Decision was made without oral argument,
13 someone in the Court or a Friend of the Court has communed with someone in
14 Division III with a communication that a new case has been filed. How did
15 Division III assert that indeed a new case has been filed In Spokane County
16 Superior court. Case 13-2-01982-0 remains. There is no new case to the
17 knowledge of Petitioner. Who or what is the source of this "fake news"? Was
18 the understanding of a "new case" accompanied with discussion of this case and
19 wasn't it done prior to the dictation of the July 11, 2019 Division III decision?

20 ¹¹ Petition for Review p3 para c, "where in fact Case 13-2-01982-0 remained active and no new case has
21 been opened, has the parenthetical "(which has since been done)" indicate that Division III engaged in ex parte
22 contacts and or a supplementation of the record..

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1 categorization of those circumstances as ordinary seems to state that the code for eFile is
2 always difficult to follow or is not well formed and always takes extra time. But this is
3 not the experience encountered by Petitioner in the usual event of filing. The encounter
4 on August 12 was not ordinary. It was unexpected. At each entry of the 5 files I was
5 surprised to receive a No Filing prompt. After communication with the clerk's office I
6 was relieved. But still had difficulty. I persisted but without success. The obstacle was
7 not ordinary but was extraordinary. And filing was accomplished within minutes of 5pm.

8 11. CR 11 is centrally involved in the Petition for Review. If there was not a chance of
9 success in having the Motion heard on August 18, 2019 then the \$4500.00 sanction
10 would be allowed. And Respondent will ask the Court of Appeals to approve its request
11 for approximately \$29,000.00¹² in fees for defending the appeal. And Respondent
12 expects to request at least \$25,000¹³ for Respondent's efforts re: the Petition for Review
13 and Motion for Extension. Assuming Division III was correct in its July 11, 2019
14 decision, the unpublished decision gives no guidance to attorneys or courts. But if
15 Division III erred in not recognizing the authority of the Superior Court to hear
16 Petitioner's Motion and was not aware of the trial court's role regarding arbitrability and
17 if Division III conducted an ex parte communication, then the Supreme Court would be
18 right in accepting review of this Petition for Review.

19 Respectfully submitted August 27, 2019.

20 _____
21 ¹² Petition for Review page 12

22 ¹³ Respondent's Brief or Declaration of Lynch
23 Answer to Respondent Opposition

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Floyd E. Ivey, WSBA #6888
Attorneys for Petitioner
REBEL CREEK TACKLE, INC.

AFFIDAVIT OF SERVICE

I hereby declare, under penalty of perjury under the laws of the State of Washington, that on August 27, 2019 I made service of the foregoing pleading or notice on the party/ies listed below in the manner indicated:

Chris@leehayes.com; _____ US Mail
sarah.elsden@leehayes.com _____ Facsimile
LEE & HAYES, PLLC _____ Hand Delivery
601 W. Riverside Ave., Suite 1400 _____ Overnight Courier
Spokane, WA 99201 _____ X _____ Email
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Spokane County Superior Court _____ US MAIL
1116 W. Broadway Ave. _____ EMAIL
Spokane WA 99260

Court of Appeals Div III _____ eFile/ Portal
500 N. Cedar st _____ Fax: 509 456 4288
Spokane WA 99201-1905

Washington State Supreme Court _____ x eFile

DATED: August 27, 2019

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August 27, 2019 - 3:57 PM

Transmittal Information

Filed with Court: Supreme Court
Appellate Court Case Number: 97539-6
Appellate Court Case Title: Seth Burrill Productions, Inc. v. Rebel Creek Tackle, Inc.
Superior Court Case Number: 13-2-01982-0

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