No.: 98351-8

SUPREME COURT OF THE STATE OF WASHINGTON

No.: 79132-0-1

COURT OF APPEALS, DIVISION I
OF THE STATE OF WASHINGTON

SHANNON R. OGIER,
Respondent

v.

CITY OF BELLEVUE, a municipal corporation,
Petitioner

BRIEF OF *AMICUS CURIAE* CITY OF SEATTLE AND KING COUNTY

PETER S. HOLMES
Seattle City Attorney
Joseph Groshong, WSBA #41593
Assistant City Attorney
Joseph.Groshong@seattle.gov
Seattle City Attorney's Office
701 Fifth Avenue, Suite 2050
Seattle, WA 98104
Phone: (206) 684-8200
Attorney for City of Seattle

DANIEL T. SATTERBERG
King County Prosecuting Attorney
Jessica H. Kozma,
WSBA #30416
Senior Deputy Prosecuting Attorney
jessica.kozma@kingcounty.gov
King County Prosecuting
Attorney's Office
500 4th Avenue, 9th Floor
Seattle, WA 98104
Phone: (206) 296-0439
Attorney for King County

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Rules

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I. INTRODUCTION AND IDENTITY OF PETITIONERS

The City of Seattle ("Seattle") and King County request the Court grant review of the Court of Appeals decision in this matter. To date, no appellate court in Washington other than the court below has concluded that governments may be responsible for conditions they did not create in a roadway absent notice. The Court of Appeals decision is a dramatic deviation from the rule that a roadway owner has not created a dangerous condition if the condition is the result of misuse, vandalism or other third-party negligence. Review is needed to course correct and clarify that a municipality is entitled to notice before it may be found liable for another's misuse of government property in the right of way that creates a dangerous condition.

II. COURT OF APPEALS DECISION

Seattle and King County seek review of the Court of Appeals decision reversing the trial court's grant of summary judgment to the City of Bellevue ("Bellevue") on the grounds that Bellevue had created a dangerous condition because it was possible for others to misuse Bellevue's utility cover: although the cover was heavy, it could be removed by others without special tools. The Court of Appeals issued its opinion on March 2, 2020, __ Wn. App., ____, 459 P.3d 368 (2020 WL 995136) Appendix A. As discussed below, the decision conflicts with Supreme Court precedent,

a published Court of Appeals decision, and involves an issue of substantial public interest. Therefore, review is appropriate under RAP 13.4(b).

III. ISSUES PRESENTED FOR REVIEW

A. Whether this case is controlled by cases not considered by the Court of Appeals which hold that a government is not liable for the negligent use of government property by third parties absent notice?

B. Whether a special relationship is required to find governmental liability where the government has no notice of another's negligent creation of a hazard on government property?

IV. STATEMENT OF THE CASE

The basic facts regarding this matter are well briefed in Bellevue's petition.

V. ARGUMENT

A. The Court of Appeals opinion conflicts with precedent involving the negligence of unknown third parties on government property.

1. The negligence of third parties is not a "natural and ordinary" result of design under controlling Supreme Court precedent.

A hazard created by the negligence of a third party in failing to replace a utility cover is not the "natural and ordinary" result of negligent design. Below, the Court of Appeals focused heavily on *Argus v. Peter Kiewit Sons' Co.*, 49 Wn.2d 853, 860–61, 307 P.2d 261 (1957).

Although the *Argus* case is somewhat helpful, other cases must be considered to properly understand the meaning of the "natural and ordinary" language cited and relied on by the Court of Appeals. This case is much more akin to *Hunt v. City of Bellingham*, 171 Wash. 174, 17 P.2d 870 (1933) than to *Argus*. Whereas *Argus* did not involve the negligence of unknown third parties in removing a utility cover—as this case does—*Hunt* did.

Nellie Hunt fell into an open utility box after the cover was removed by an unknown party. The City had installed a new water meter box and cover when Ms. Hunt complained that children were removing the lid to look at the meter dial the year before the accident. The new lid weighed around ten pounds, required a pick to be removed, and appeared to be in good repair. No one complained about the new lid after it was installed. 171 Wash. at 175-176. Ms. Hunt argued, as the plaintiffs in this case do, that the City was liable for installation of a cover that could be removed by someone other than the City. The Court disagreed, concluding that, as no complaints had been made regarding the cover in the year following its installation, there was no question of fact as to notice, and the City was entitled to judgment as a matter of law. In other words, knowledge that it was possible for someone other than a City worker to remove the cover was insufficient to create an issue of fact as to notice with respect to the particular cover. *Id.*

at 177. This matter is controlled by *Hunt*, which was not cited or discussed by the Court of Appeals.

Batten v. S. Seattle Water Co., 65 Wn.2d 547, 548–49, 398 P.2d 719, 720–21 (1965) also clarifies the meaning of "natural and ordinary." In *Batten* a jury concluded that the defendant created a dangerous condition because, as constructed, a utility box design allowed debris to accumulate under the lid. The accumulation ultimately allowed the cover to tilt when Mrs. Batten stepped on it, and she fell in and suffered injuries. The *Batten* court noted that the case was not controlled by *Hunt*—where there could be no liability because Bellingham had no notice—because the design of the installation created an unreasonable risk that the lid would eventually come loose, as it was when Mrs. Batten stepped on it. *Id.* at 500-51. In *Batten*, as in *Argus*, the hazard resulted from the design without involvement of the negligence of any unknown third parties.

2. Division I of the Court of Appeals has previously followed *Hunt* and held that a government is not liable for another's removal of a utility cover absent notice.

In *Wilson v. City of Seattle*, 146 Wn. App. 737, 742–43, 194 P.3d 997, 999–1000 (2008), Wilson argued that her fall, which occurred when she stepped on the manhole cover and it flipped, was proof that the City did not maintain the cover in a reasonably safe condition. The Court of Appeals disagreed, holding notice was required: "But no one had ever complained

about the manhole cover in the past, so the City had no notice there was a problem of any kind. Wilson herself said that the cover always appeared to be properly placed when she passed it before her accident. She, therefore, failed to establish that the City knew of the dangerous condition and was negligent for failing to correct, repair, or warn of it." *Id. Wilson* cited *Hunt* as analogous and controlling. *Id.*

> One may speculate that a City employee improperly positioned the manhole cover, but Wilson did not provide evidence showing more probably than not that the City's negligence caused her injuries. Without any evidence showing that the City knew or had reason to know that the manhole cover was a danger, or evidence from which one could infer that a City employee placed the cover improperly, we can only speculate that the City's negligence was a proximate cause of Wilson's injuries.

Id. The Court of Appeals affirmed the trial court's grant of summary judgment. The decision below is direct conflict with *Wilson*.

3. *Argus* is properly limited to hazards that are a direct result of design, as opposed to the negligence of others.

In light of the above, *Argus* is not a case involving notice of the possibility of a future dangerous condition, but a case involving a design likely to result in a future dangerous condition, as in *Batten*. In *Argus*, it could have been reasonably anticipated that ordinary use of a construction detour would create a dangerous condition. There, the defendant created a 500 ft. gravel road detour off the paved highway at the summit of

Snoqualmie Pass. An eastbound motorcyclist struck a 4″ depression at the end of the detour and fell over his handlebars. The depression was the natural and ordinary result of use of the gravel road. *Argus* is comparable to *Batten* where it could have been anticipated that the natural and ordinary result of the design was accumulation of debris under the lid in a way that made the cover unstable.

4. The record contains no alleged design defect: Plaintiff's case argues that liability flows from a standard design that allows the cover to be removed.

The facts of this case do not align it with *Argus* and *Batten*, but with *Hunt* and *Wilson*. No problem with the design has been identified. Nor has any wear and tear of the cover been alleged. Rather, it is the fact that the cover can be removed by others that is the basis of the plaintiff's complaint. That argument is foreclosed by *Hunt* and *Wilson*.

B. Absent Notice, Plaintiff must demonstrate a special relationship before liability can attach.

As a general matter, a party is not responsible for the negligence of others absent notice. *See, e.g. Nivens v. 7-11 Hoagy's Corner*, 133 Wn.2d 192, 943 P.2d 286 (1997), *as amended* (Oct. 1, 1997). A special relationship, like that of a business owner to a business invitee, is required. *Id.* at 199-204 (quoting and adopting *Restatement (Second) of Torts* § 344

(1965) as "a natural extension of Washington law [that] properly delimits the duty of the business to an invitee.").

A government's "duty to persons using public roads derives from its status as a municipality, not as a landowner." *Nguyen v. City of Seattle*, 179 Wn. App. 155, 172, 317 P.3d 518, 526 (2014). That said, *Nivens* illustrates that parties are not generally responsible for the negligence of others. This matches up with the requirement that a government have notice of a condition it did not create before liability may attach. The Court of Appeals opinion below creates a substantial risk that governments will be held responsible for the negligence of third parties for actions that include the unauthorized removal of utility covers. That is contrary to established law, and review is needed. Additionally, the risks and potential obligations associated with this new category of liability for municipalities creates a substantial public interest necessitating review.

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VI. CONCLUSION

For the reasons stated, Seattle and King County request review of the Court of Appeals decision below.

DATED this 29th day of May, 2020.

Respectfully submitted,

PETER S. HOLMES
Seattle City Attorney

By: */s/ Joseph Groshong*
Joseph Groshong, WSBA# 41593
Assistant City Attorney
E-mail: Joseph.Groshong@seattle.gov

Seattle City Attorney's Office
701 Fifth Avenue, Suite 2050
Seattle, WA 98104
Phone: (206) 684-8200

Attorney for City of Seattle

DANIEL T. SATTERBERG
King County Prosecuting Attorney

By: */s/ Jessica H. Kozma*
Jessica H.Kozma, WSBA #30416
Senior Deputy Prosecuting Attorney
Email: jessica.kozma@kingcounty.gov

King County Prosecuting Attorney's Office
500 4th Avenue, 9th Floor
Seattle, WA 98104
Phone: (206) 296-0439

Attorney for King County

DECLARATION OF SERVICE

This certifies that true and correct copies of the following documents were filed and served on all counsel/parties of record in the manner indicated below:

Attorney for Plaintiff/Respondent Shannon R. Ogier: Brian H. Krikorian Law Office of Brian H. Krikorian PO Box 57396 Sherman Oaks, CA 91413-2396	☑ By E-Filing Notification & E-Mail bhkrik@bhklaw.com
Attorneys for Defendant/Petitioner City of Bellevue: Cheryl Ann Zakrzewski Chad Robert Barnes City of Bellevue Attorney Office P.O. Box 90012 450 110th Avenue NE Bellevue, WA 98009-9012	☑ By E-Filing Notification & E-Mail CBarnes@bellevuewa.gov czakrzewski@bellevuewa.gov jbanks@bellevuewa.gov

DATED this 29th day of May, 2020.

s/ Daviana Jacquat
Daviana Jacquat, Legal Assistant

Appendix A
in Support of Brief of Amicus Curiae City of Seattle and King County

459 P.3d 368
Court of Appeals of Washington, Division 1.

Shannon OGIER, Appellant,
v.
The CITY OF BELLEVUE, a municipal corporation, Respondent.

No. 79132-0-I
|
FILED: March 2, 2020

Synopsis

Background: Driver who was injured in accident after driving over an uncovered manhole in the middle of traffic lanes on a dark evening brought personal injury action against city, alleging negligence. The Superior Court, King County, Douglass A. North, J., granted city's summary judgment motion. Driver appealed.

[Holding:] The Court of Appeals, Mann, Acting C.J., held that whether city should have reasonably anticipated hazard of missing manhole cover was a material fact issue precluding summary judgment.

Reversed.

West Headnotes (12)

[1] **Appeal and Error**🔑De novo review

Appellate courts review summary judgment decisions de novo.

[2] **Judgment**🔑Absence of issue of fact

Summary judgment is proper only where there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law.

[3] **Judgment**🔑Presumptions and burden of proof

The party moving for summary judgment has the initial burden of proving the absence of an issue of material fact.

[4] **Judgment**🔑Presumptions and burden of proof

When the party moving for summary judgment is a defendant who meets the initial showing of the absence of an issue of material fact, then the inquiry shifts to the plaintiff to make a showing sufficient to establish the existence of an element essential to that party's case.

[5] **Negligence**🔑Elements in general

To recover on a claim of negligence, the plaintiff must show: (1) the existence of a duty to the plaintiff, (2) a breach of that duty, (3) a resulting injury, and (4) the breach as the proximate cause of the injury.

[6] **Automobiles**🔑Care required as to condition of way in general

A municipality has the duty to maintain its roadways in a condition safe for ordinary travel.

[7] **Municipal Corporations**Nature and grounds of liability

Actual or constructive notice is necessary to prove breach of the duty of care in a negligence action against a municipality.

[8] **Municipal Corporations**Nature and grounds of liability of municipality as proprietor

The notice requirement for establishing a breach of a duty of care in a negligence action against a municipality does not apply to dangerous conditions created by the governmental entity or its employees or to conditions that result from their conduct.

[9] **Municipal Corporations**Nature and grounds of liability of municipality as proprietor

The plaintiff bringing a negligence action against a municipality is excused from proving notice of a dangerous condition when the city should have reasonably anticipated that the condition would develop.

[10] **Municipal Corporations**Nature and grounds of liability of municipality as proprietor

In a negligence action against a municipality, constructive notice of a dangerous condition arises if the condition existed for a period of time so that the municipality should have discovered its existence through the exercise of reasonable care.

[11] **Negligence**Negligence as question of fact or law generally

Whether one charged with negligence has exercised reasonable care is ordinarily a question of fact for the trier of fact.

[12] **Judgment**Tort cases in general

Genuine issue of material fact existed as to whether city should have reasonably anticipated that the hazard of a missing manhole cover would develop for manhole in the middle of traffic lanes precluding summary judgment in favor of city on issue of whether city breached its duty of care in personal injury action against city by driver who was injured in accident after driving over uncovered manhole.

***369** Honorable Douglass A. North, Judge

Attorneys and Law Firms

Brian Haig Krikorian, Law Office of Brian H. Krikorian, Po Box 57396, Sherman Oaks, CA, 91413-2396, for Appellant.

Cheryl Ann Zakrzewski, City of Bellevue, Po Box 90012, 450 110th Ave. Ne, Bellevue, WA, 98009-9012, for Respondent.

PUBLISHED OPINION

Mann, A.C.J.

¶1 Shannon Ogier appeals the trial court's order on summary judgment dismissing her personal injury case

against the City of Bellevue (City) arising from injuries suffered after Ogier ran over an uncovered manhole while driving in Bellevue. The City alleged that because it had no notice of the defect, it did not owe a duty to Ogier. The trial court agreed. We reverse.

I.

¶2 Ogier was driving west on NE 24th Street in Bellevue on a dark evening in October 2014, when she drove over an uncovered manhole in the middle of the traffic lanes. Ogier called 911 to report a "dangerous" situation. The street was partially lit and the storm drain was not visible without direct light from the responding police officer's headlight. The manhole cover was off to the right side of the lane on the sidewalk.

¶3 Ogier's car bumper was knocked off. Ogier submitted a claim for property damages for the reimbursement of her deductible and to her insurer, State Farm. The City approved the claim and paid the property damage to State Farm and Ogier.

¶4 Ogier developed a sharp pain in her shoulder two days after the accident, and sought physical therapy for the treatment. Ogier submitted a follow-up claim to the City. The underlying lawsuit ensued.

¶5 The City moved for summary judgment dismissal of Ogier's action. Ogier responded to the City's motion and relied on deposition testimony from the following City employees.

¶6 Bellevue Utilities Operations Manager Don McQuilliams was the superintendent of the storm and surface water department at the time of the incident. He said that the City has approximately 5,000 to 6,000 covered storm manholes and each cover weighs approximately 75 to 100 pounds. A common Allen wrench can be used to remove the bolts that hold the covers down.

¶7 During the time of the accident, it was the City's practice to inspect the storm drain systems, including the storm manholes once every five years. When the City inspected the storm drain manholes most recently prior to the accident, no problems were detected. Outside of the inspections, the City repairs manholes upon receipt of a specific complaint. Missing manhole covers are reported to the City through a 24-hour emergency ***370** maintenance response number, and a response crew is dispatched immediately. McQuilliams recalled that the City was notified about the missing cover when Ogier reported the incident. He found no other reports of missing or loose covers in the area.

¶8 McQuilliams explained that although persons or entities performing work on the manholes should obtain a permit ahead of time, "nothing actually prevents someone from simply opening up a storm manhole to look inside." Private contractors, private consultants, private locate services, and other utilities such as Puget Sound Energy, may access the manholes to inspect storm drain pipes. He explained further that "nobody asks for permission" to remove the covers. McQuilliams said that the City does not have a system to determine who had accessed the manhole recently, and that consultants often will not obtain permits. No right of way permits had been issued to work on the manholes near the accident. McQuilliams did not find any work orders to indicate that the City had worked on the manholes on NE 24th Street. McQuilliams stated that he responds to dislodged manhole covers a few times a year. Occasionally manhole covers will vanish, which McQuilliams attributes to vandalism.

¶9 Anthony Badia is a construction lead for the City, working in the storm and surface water department. He inspected the manhole covers along NE 24th street after the incident, noticing that they were not bolted down. He said if the manholes are within the travel lane, like the one Ogier ran over, they should be bolted down. Badia explained that the purpose of the bolts is to keep the manhole covers "locked down and prevent them from coming up if a vehicle drives over them, to prevent damage to personal property or city property, and to prevent any incidents with any pedestrians on a sidewalk nearby if one does come off." Badia dispatched a crew to lock down all of the covers with bolts on NE 24th street. He said it is not uncommon for the manhole covers to become loose or go missing.

¶10 Jerry Campbell, who works for the storm department, physically inspected the manholes after the incident. Campbell recalled two instances of manhole covers popping up. He said that it was unlikely that a vehicle could have knocked the cover off, and that the cover was likely removed by someone.

¶11 The City's motion for summary judgment contended that because the City had no notice of the defect, the City did not owe a duty to Ogier. The trial court granted summary judgment and dismissed Ogier's action. Ogier appeals.

II.

¶12 Ogier argues that the court erred in concluding that the City had no duty to ensure that city streets and storm drains were safe for the public. We agree.

[1] [2] [3] [4]¶13 We review summary judgment decisions de novo. Int'l Marine Underwriters v. ABCD Marine, LLC, 179 Wash.2d 274, 281, 313 P.3d 395 (2013). "Summary judgment is proper only where there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law." Int'l Marine Underwriters, 179 Wash.2d at 281, 313 P.3d 395. The moving party has the initial burden of proving the absence of an issue of material fact. Young v. Key Pharm. Inc., 112 Wash.2d 216, 225, 770 P.2d 182 (1989). When the moving party is a defendant who meets this initial showing, then the inquiry shifts to the plaintiff to make "a showing sufficient to establish the existence of an element essential to that party's case." Young, 112 Wash.2d at 225, 770 P.2d 182.

[5]¶14 To recover on a claim of negligence, the plaintiff must show: (1) the existence of a duty to the plaintiff, (2) a breach of that duty, (3) a resulting injury, and (4) the breach as the proximate cause of the injury. Wuthrich v. King County, 185 Wash.2d 19, 25, 366 P.3d 926 (2016). The question before us is whether the City had a duty.

[6] [7] [8] [9] [10] [11]¶15 A municipality has the duty "to maintain its roadways in a condition safe for ordinary travel." Owen v. Burlington N. & Santa Fe R.R. Co., 153 Wash.2d 780, 786-87, 108 P.3d 1220 (2005). Actual or constructive notice is necessary to prove breach of ***371** the duty of care. Nguyen v. City of Seattle, 179 Wash. App. 155, 165, 317 P.3d 518, 523-24 (2014). "But the notice requirement does not apply to dangerous conditions created by the governmental entity or its employees or to conditions that result from their conduct." Nguyen, 179 Wash. App. at 165, 317 P.3d 518. The plaintiff is excused from proving notice when the City should have reasonably anticipated that the condition would develop. Nguyen, 179 Wash. App. at 165, 317 P.3d 518. Constructive notice arises if the condition existed for a period of time so that the municipality should have discovered its existence through the exercise of reasonable care. Niebarger v. City of Seattle, 53 Wash.2d 228, 230, 332 P.2d 463 (1958). "Whether one charged with negligence has exercised reasonable care is ordinarily a question of fact for the trier of fact." Bodin v. City of Stanwood, 130 Wash.2d 726, 735, 927 P.2d 240 (1996).

[12]¶16 Although there is no evidence that the City had actual notice of the missing manhole cover, a jury could find that the City should have reasonably anticipated this hazard. The evidence offered by Ogier demonstrates that the City did not regularly check and monitor the manholes, despite being aware that third parties or vandals could remove the cover at any time. Further, evidence suggests that the manhole covers on NE 24th street were not bolted down at the time of the accident, even though it was the City's practice to bolt down the covers in the roadway. The evidence also demonstrates that while the City has a permit process, the City knows that no one actually applies for permits before working on the manholes. The City further admits that it has no control to require third parties to use this process. Finally, the City employees knew of past instances of missing manhole covers. McQuilliams testified that he knew that manhole covers sometimes went missing as a result of vandalism. Badia testified that manhole covers in the road should be bolted down, but it was not uncommon for the manhole covers to become loose or go missing. And Campbell testified that he knew of instances of manhole covers popping up or going missing.

¶17 The evidence supports that even if the City did not have actual notice, there is a dispute of material fact whether the City should have reasonably anticipated the hazard of an uncovered manhole would develop. Nguyen, 179 Wash. App. at 165, 317 P.3d 518. Because there are disputed issues of material fact whether the City breached its duty of care to Ogier, summary judgment was not appropriate.[1]

¶18 Reversed.

WE CONCUR:

Chun, J.

Smith, J.

All Citations

459 P.3d 368

Footnotes

1 Ogier also argues that the City is equitably estopped from arguing that it is not liable because the City accepted Ogier's property damage claim. The City argues that this issue is not properly before this court. Because we find that the court erred in granting summary judgment, we will not address this argument. Additionally, the City correctly states that the language and intent of ER 408 is clear. Therefore, this argument is without merit.

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TORTS SECTION

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