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COURT OF APPEALS OF  
THE STATE OF WASHINGTON  
DIVISION TWO

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CURTIS JOHNSON,

*Respondent,*

v.

WASHINGTON STATE DEPT. OF FISH AND WILDLIFE,

*Appellant.*

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ON APPEAL FROM  
GRAYS HARBOR COUNTY SUPERIOR COURT  
(The Honorable Gordon L. Godfrey)

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CURTIS JOHNSON'S REPLY BRIEF

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ORIGINAL

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## I. INTRODUCTION

The Department tries to confuse the issues. The Department issued Mr. Johnson (“Johnson”) a permanent Dungeness crab commercial license.<sup>1</sup> The Department’s August 27, 2008 Final Order specifically finds that Johnson has held his permanent license since 1991.<sup>2</sup> Nobody challenges this finding by the Department. Despite this, the Department has tortured all statutory construction rules and claims Johnson’s failure to use his permanent license in one year means he loses it forever. Contrary to its own unchallenged findings, the Department bases its appeal on Johnson not holding his license past December 31, 2007.

The Department’s Brief tries to obfuscate the real issue. There is no argument that the Department had the right to deny Johnson’s late-filed 2007 license renewal application that was submitted in March, 2008. That is not the issue. Had the Department’s Final Order merely made that determination, then no judicial review would have been necessary. But, the Department did not stop there. It went on to conclude that Johnson could never fish again because he did not use his license in 2007. Judge Godfrey read and re-read the statutory scheme and did not understand the Department’s position and neither should this Court.

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<sup>1</sup> CP 115.

<sup>2</sup> CP 124, Finding of Fact (FF) no. 1.

## II. ARGUMENT IN REPLY

### A. Both RCW 77.65.030 and RCW 77.70.360 are before this Court.

The Department's argument that Johnson's license renewal application was never denied based on RCW 77.70.360 and that this statute is not before this Court is patently incorrect.<sup>3</sup> The Department's Final Order plainly states that the Department denying Mr. Johnson's 2007 renewal application "necessarily means that no renewal of license number 60669 [sic] may be issued in the future."<sup>4</sup> The Final Order Conclusion of Law no. 4 specifically referenced RCW 77.70.360 and states this statute

means that when a commercial Dungeness crab-coastal fishery license is not renewed it is no longer capable of being renewed in the future. Accordingly, when the Petitioner failed to renew License 60669 [sic] by the end of 2007, he lost the ability to renew it in the future. This is not a discretionary decision on the part of the Department. The law *prohibits* any issuance of a renewal license in these circumstances.<sup>5</sup>

This legal conclusion—based entirely upon RCW 77.70.360—formed the basis for Johnson's request for judicial review. In his judicial review petition, Johnson stated that the Department erred when it applied RCW 77.70.360 coupled with RCW 77.65.030 "to create a hard and fast

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<sup>3</sup> Appellant's Br. at 14, n.6.

<sup>4</sup> CP 127.

<sup>5</sup> CP 123-24, Conclusion of Law no. 4 (emphasis in original).

rule whereby a permit holder who files a late application for renewal automatically loses his commercial coastal-crab permit forever.”<sup>6</sup>

Finally, the Department itself argued to Judge Godfrey that the plain language in *both* RCW 77.65.030 and RCW 77.70.360 dictate that Mr. Johnson has forever lost his valuable crab fishing license.<sup>7</sup>

Because the Department’s Conclusions of Law and Final Order specifically state that RCW 77.70.360 prohibits Johnson’s license from ever being renewed, because Johnson’s petition for judicial review specifically stated the Department’s Conclusion, Final Order and statutory construction were erroneous, and because the Department specifically argued RCW 77.70.360 clearly prohibited Johnson’s license renewal before Judge Godfrey, RCW 77.70.360 is clearly before this Court.

**B. Mr. Johnson has held a Dungeness crab commercial fishing license since 1991.**

Mr. Johnson has held his permanent crab fishing license since 1991. The Department bases its entire argument upon Mr. Johnson having not held his permanent crab fishing license in 2007 and

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<sup>6</sup> CP 9.

<sup>7</sup> CP 156. The Department’s sentence actually refers to an RCW 77.70.630, but there is no such statute, and the paragraph later refers to and quotes RCW 77.70.360. The latter was obviously intended.

thereafter.<sup>8</sup> This argument is contrary to the express Finding of Fact no. 1, the Department entered August 27, 2008, stating “Petitioner has been the holder of a Dungeness crab commercial license since 1991.”<sup>9</sup> Neither party has claimed error regarding this finding. It is, therefore, a verity on appeal.<sup>10</sup> Johnson, therefore, held his expired permanent crab fishing license in 2007 and 2008. There has been no further proceeding to divest, revoke, or forfeit Johnson’s license. He, therefore, continues to hold it today. In short, he held the license the year prior as required by RCW 77.70.360 and is entitled to have it renewed in years that he wishes to fish.

More unconvincingly, the Department also uses the term “holder” or “held” in two different ways. In Finding of Fact no. 1, the Department used the term “holder” to mean a person to whom a license was granted and who has not transferred the license to another party. This is consistent with the way Johnson uses the term holder. Now, however, the Department argues that a “holder” means the person must have also

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<sup>8</sup> Appellant’s Br. at 13.

<sup>9</sup> CP 118, Finding of Fact no. 1.

<sup>10</sup> *Jensen v. Lake Jane Estates*, 165 Wn. App. 100, 105, 267 P.3d 435 (2011) (“Unchallenged findings are verities on appeal.”)

renewed his or her license for every year prior to the year that he or she applies to use it in a given season.<sup>11</sup>

Additionally, the agency’s interpretation creates absurd results. The agency argues that Mr. Johnson could have, and should have, renewed his expired, but permanent, crab fishing license prior to December 31, 2007. Who then held the license from January 1, 2007 through December 31, 2007? Was it Mr. Johnson? If so, then certainly he held his license in 2007—the year prior to 2008—and he was entitled to renew his license in 2008. If Mr. Johnson did not “hold” the unexpired license during 2007, then who did?

**1. A person may still hold a lapsed or expired license.**

Contrary to the Department’s assertion, people typically continue to “hold” a license despite it having not been timely renewed.<sup>12</sup> For instance, the licensure law for cosmetologists, barbers, and manicurists, RCW 18.16.110, refers to licensees with unexpired licenses as “holders.” It states, “Failure to renew a license by its expiration date subjects *the holder* to a penalty fee....”<sup>13</sup> There is nothing strange about how this statute reads. The licensee continues to hold the license after it

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<sup>11</sup> See, e.g., Appellant’s Br. at 14; CP 123, Conclusion of Law no. 4 (RCW 77.70.360 “means that when a commercial Dungeness crab-coastal fishery license is not renewed it is no longer capable of being renewed in the future.”)

<sup>12</sup> See Appellant’s Br. at 17.

<sup>13</sup> RCW 18.16.110(2)(a) (emphasis added).

expires and the licensee is subject to a penalty fee. The holder then must pay the penalty fee to renew and use the expired license. Thus in RCW 18.16.110, “holder” plainly does not mean a person possessing a valid, unexpired license.

Washington State Bar licenses are another example. The holder does not necessarily have “active” status. For example, the license might be inactive, or it might be suspended.<sup>14</sup>

Washington courts also refer to parties with expired licenses as “license holders.” In a case involving driver’s licenses, *City of Redmond v. Arroyo-Murillo*, the Washington Supreme Court stated that “license holders often... fail to renew their licenses *after* they expire.”<sup>15</sup> In *Arroyo-Murillo*, our Washington Supreme Court still refers to “license holders” even *after* the license in question has expired.

During 2007, Mr. Johnson held an expired permanent crab fishing license. The license had not been transferred to another individual. The license had not been revoked. The Department’s Final Order found that Johnson continued to hold his expired permanent license through August 2008 when it issued its Final Order. Still today, in 2012, Johnson continues to hold his expired permanent crab fishing license.

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<sup>14</sup> <http://www.wsba.org/Licensing-and-Lawyer-Conduct/Licensing/Membership-Changes/Lawyer-Directory-Status-Reference>, last accessed July 12, 2012.

<sup>15</sup> *City of Redmond v. Arroyo-Murillo*, 149 Wn.2d 607, 619, 70 P.3d 947 (2003) (emphasis added).

**2. RCW 77.70.360’s plain language requires only that Johnson have held his license the prior year, but the Department insists the term “held” means renewed.**

The Department ignores all statutory construction rules and insists that RCW 77.70.360 means the same thing as other subsections in Chapter 77.70 RCW despite RCW 77.70.360 using different language. “[W]hen the legislature uses different words in statutes relating to a similar subject matter, it intends different meanings.”<sup>16</sup> In addition to the salmon, herring, and whiting statutes Johnson cited in his opening brief, Chapter 77.70 RCW includes two other statutes with clear, unambiguous provisions that evidence an annual renew-it-or-lose-it scheme. First, a Washington Pacific sardine purse seine fishery license “[m]ust be renewed annually to remain active.”<sup>17</sup> Second, a Washington-coastal spot shrimp pot fishery license “[m]ust be renewed annually by December 31st of the calendar year to remain active.”<sup>18</sup> All that RCW 77.70.360 requires is that the person *held* the license sought to be renewed during the previous year. Johnson met that requirement. The salmon, herring, and whiting annual license statutes say flatly and expressly that a license “not *renewed* each year shall not be renewed further.”<sup>19</sup> Despite the language being substantially different, the Department would like to have

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<sup>16</sup> *State v. Flores*, 164 Wn. 2d 1, 14, 186 P.3d 1038, 1044 (2008).

<sup>17</sup> RCW 77.70.490(1)(b).

<sup>18</sup> RCW 77.70.210(1)(b).

<sup>19</sup> RCW 77.70.050(2), 77.70.120(3), and 77.70.130(4).

this Court ascribe the exact same meaning to the language used in the Dungeness crab-coastal fishing license statute as the language the legislature clearly and plainly used in the other fish licensing statutes. Such an argument ignores the tenets related to statutory construction.

The Department argues that the language of RCW 77.70.360, read in conjunction with related statutes, and read within the context of the statutory regime as a whole, creates a licensing scheme under which holders of Dungeness crab-coastal fishing licenses may renew each year, “but only if he or she possessed a renewed license in the previous year.”<sup>20</sup> RCW 77.70.360, however, does not say that. The statute does not use the plain, unambiguous language that the Department did in its brief. What it says is that an existing license may be renewed “only if the person held the license sought to be renewed during the previous year” OR “acquired the license by transfer from someone who held it during the previous year” AND “if the person has not subsequently transferred the license to another person.”

Finally, contrary to the Department’s argument,<sup>21</sup> neither is Johnson’s reading at odds with RCW 77.65.070. This statute states only that licenses “*may* be renewed annually upon application and payment of

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<sup>20</sup> Appellant’s Br. at 14.

<sup>21</sup> Appellant’s Br. at 19.

the prescribed fees” (emphasis added). It does not state that licenses *must* be renewed annually to prevent them from becoming canceled and void.

**C. Respondent’s reading of RCW 77.70.360 is consistent with the Legislature’s intent to create a limited entry program.**

Respondent does not dispute that the legislature intended to reduce the number of fishers taking crab in coastal waters.<sup>22</sup> However, Respondent’s reading of RCW 77.70.360 is consistent with legislative intent. First, Respondent agrees that this statute clearly prohibits the Director from issuing any new Dungeness crab-coastal fishery licenses after December 31, 1995. No new licenses being issued, by definition, means fewer licenses.

Second, the license numbers will be reduced by revocations or abandonment. More significantly, the Department may also initiate a license buy-back program. The Department testified that it is considering a Dungeness crab-coastal license buy-back program,<sup>23</sup> and on January 31, 2007, it actually issued a report to the legislature on developing a buy-back program for the Washington coastal commercial crab fishery. These measures, revocation, abandonment, and buy-back, together with the prohibition on issuing any new licenses, fulfills the legislature’s intent to reduce the number of fishers taking crab in coastal waters.

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<sup>22</sup> See Laws of 1994, ch. 260, § 1.

<sup>23</sup> RP 44:16-24 (July 2, 2008).

Finally, allowing a crab fisherman to not use his or her license in a given year would also reduce fishing. The Department's reading would require mandatory renewal every year. If a licensee renews his or her license, then they would be more likely to use or lease their license if they pay the renewal fee. That means more fishing—not less fishing. By allowing licensees to not fish for a year without repercussion would lead to less fishing.

**D. The Department ignores statutory construction rules when it tries to have this Court add the renew-it-or-lose-it language in the salmon, herring and whiting license statutes to RCW 77.70.360.**

The Department ignores statutory construction rules when it tries to add the renew-it-or-lose-it language into RCW 77.70.360. No court can add words or clauses to a statute where the legislature chose not to include them.<sup>24</sup> RCW 77.70.050(1)'s second sentence, regarding salmon charter licenses, is identical to the second sentence of RCW 77.70.360, regarding Dungeness crab-coastal licenses, except for the addition of the words "salmon charter." It reads:

A person may renew an existing *salmon charter* license only if the person held the license sought to be renewed during the previous year or acquired the license by transfer from someone who held it during the previous year, and if

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<sup>24</sup> *State v. Delgado*, 148 Wn. 2d 723, 727, 63 P.3d 792, 795 (2003).

the person has not subsequently transferred the license to another person.<sup>25</sup>

The major difference between the salmon charter statute (RCW 77.70.050) and the Dungeness crab-coastal statute (RCW 77.70.360) is that the salmon charter statute then adds a renew-it-or-lose-it provision: “A salmon charter license which is not renewed each year shall not be renewed further.”<sup>26</sup> Having these two statutes read almost identically, but then having the salmon charter statute have an explicit renew-it-or-lose-it provision and not including a renew-it-or-lose-it provision in the Dungeness crab-coastal fishing statute indicates that the legislature did not intend for the Dungeness crab-coastal fishing license to be subject to a renew-it-or-lose-it scheme.

The Department again ignores the statutory construction rules and characterizes the renew-it-or-lose-it provision in the salmon charter statute as mere “clarifying language”<sup>27</sup> Basically the Department argues the renew-it-or-lose-it provision in the salmon charter statutes is superfluous—it was used “to clarify that a person who failed to renew his or her license in a given year would lose the opportunity to renew that license in future years.”<sup>28</sup> But, again, courts presume the legislature does

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<sup>25</sup> RCW 77.70.050(1) (emphasis added).

<sup>26</sup> RCW 77.70.050(2).

<sup>27</sup> Appellant’s Br. at 18 n.8.

<sup>28</sup> Appellant’s Br. at 18 n.8.

not use superfluous words in a statute.<sup>29</sup> Having chosen to use an explicit renew-it-or-lose-it provision in a statute and then leaving it out in another related statute indicates legislative intent that the renew-it-or-lose-it provision not be included in the latter statute. To construe or interpret the statutes identically, as the Department suggests, would violate numerous statutory construction principles.

**E. Mr. Johnson’s reading of RCW 77.70.360 is consistent and coherent.**

When determining a statutory term’s plain meaning, courts may look to the dictionary.<sup>30</sup> To be entitled to renew a Dungeness crab fishing license in a given year, all that is required is for the licensee to have held the license the previous year. The dictionary defines to “hold” as to have and keep in possession; to own; to be the legal possessor.<sup>31</sup> Mr. Johnson still holds his license and has continually held it since it was issued because he has not sold it or transferred it. He still owns it; he is still the legal possessor. Clearly, by the plain language of RCW 77.70.360, and also under the Department’s own Finding of Fact No. 1, Mr. Johnson was and is the holder of his Dungeness crab-coastal fishery license.

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<sup>29</sup> *In re Recall of Pearsall-Stipek*, 141 Wn.2d 756, 767, 10 P.3d 1034, 1041 (2000).

<sup>30</sup> *Estate of Haselwood v. Bremerton Ice Arena, Inc.*, 166 Wn. 2d 489, 498, 210 P.3d 308, 312 (2009).

<sup>31</sup> American Heritage Dictionary of the English Language 627 (1982). See Appendix A, attached hereto.

Additionally, and contrary to the Department's argument,<sup>32</sup> Johnson's reading of RCW 77.70.360 does not depend on the 1995 letter from the Director issuing him a "permanent" license.<sup>33</sup> Johnson's reading also follows from the plain language meanings of "held" and "obtain," the verbs used in the statute itself. The dictionary defines "obtain" as to succeed in gaining possession of something as the result of planning or endeavor; to get or acquire.<sup>34</sup> In the statute, "obtain" means to acquire by transfer from another person. The sentence immediately prior speaks of acquiring a license by transfer and not having subsequently transferred the license. In context, therefore, "obtain" means "acquire by transfer from another person," particularly in light of the statute's prohibition on issuing any new licenses after December 31, 1995. Per the express language of the statute, a new license can no longer be obtained from the Department, but an existing license may be obtained from an existing license holder.

The Department also argues that Mr. Johnson's interpretation of RCW 77.70.360 would "rewrite" the statute to say that a person may renew an existing license if the person held the license in the past

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<sup>32</sup> Appellant's Br. at 19.

<sup>33</sup> CP 115.

<sup>34</sup> American Heritage Dictionary of the English Language at 907. *See* Appendix A, attached hereto.

provided it has not been transferred,<sup>35</sup> but that is what the plain language of RCW 77.70.360 says: “A person may renew an existing license only if the person held the license sought to be renewed during the previous year or acquired the license by transfer from someone who held it during the previous year, and if the person has not subsequently transferred the license to another person.” It is the Department that is asking the court to rewrite the statute when it insists that “held” be understood to mean not “possessed” or “owned” but “renewed.” The Department has cited authority that a court cannot rewrite a statute under the guise of interpreting it,<sup>36</sup> yet rewriting the statute is precisely what the Department is asking this Court to do.

**F. If the Department’s reading of RCW 77.70.360 is valid, then the statute is subject to two reasonable interpretations and is void for vagueness.**

If a statute is framed in terms so vague that persons of common intelligence must necessarily guess at its meaning and differ as to its application, then it is void for vagueness.<sup>37</sup> A statute is ambiguous if it

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<sup>35</sup> Appellant’s Br. at 21.

<sup>36</sup> Appellant’s Br. at 21, citing *Devore v. Dep’t. of Soc. And Health Servs.*, 80 Wn. App. 177, 183, 906 P.2d 1016 (1995).

<sup>37</sup> *Mays v. State*, 116 Wn. App. 864, 868-69, 68 P.3d 1114 (2003), quoting *Haley v. Med. Disciplinary Bd.*, 117 Wn.2d 720, 739, 818 P.2d 1062 (1991).

can reasonably be interpreted in two or more ways, but it is not ambiguous simply because different interpretations are conceivable.<sup>38</sup>

Here, RCW 77.70.360 uses terms so vague and so inconsistently with other terms and phrases used in the same statutory scheme that the Department and Mr. Johnson differ as to its application. At least two interpretations are reasonable. Mr. Johnson has argued that “held” and “obtain” be understood pursuant to their ordinary dictionary definitions. The Department argues that “held” and “obtain” do not literally mean “held” and “obtain,” but should be read narrowly as meaning “renewed” and “renew,” and that what the statute really means is that a Dungeness crab-coastal fishery license has a renew-it-or-lose-it provision like other statutes even though it does not expressly include such a clause like the other statutes do. If the Department is correct, then persons of common intelligence cannot rely on “held” and “obtain” meaning what they ordinarily do and instead these persons must guess at this statute’s meaning and differ as to its application. The statute therefore fails to give notice, which is a violation of the first essential of due process law,<sup>39</sup> and is void for vagueness.

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<sup>38</sup> *Fraternal Order of Eagles, Tenino Aerie No. 564 v. Grand Aerie of Fraternal Order of Eagles*, 148 Wn.2d 224, 239, 59 P.3d 655 (2002).

<sup>39</sup> *American Legion Post #149 v. Washington State Dept. of Health*, 164 Wn.2d 570, 612, 192 P.3d 306 (2008), quoting *Roberts v. United States Jaycees*, 468 U.S. 609, 629, 104 S. Ct. 3244, 82 L. Ed. 2d 462 (1984).

**G. RCW 77.65.030 includes no provision permanently revoking a license for failure to renew.**

The Department relies heavily on RCW 77.65.030 for its denial of Mr. Johnson's Dungeness crab-coastal fishery license renewal application. This statute states, in relevant part,

The application deadline for a commercial license or permit established in this chapter is December 31st of the calendar year for which the license or permit is sought. The department shall accept no license or permit applications after December 31st of the calendar year for which the license or permit is sought.

Mr. Johnson concedes, as he must, that his 2007 application that was submitted in 2008 must have been denied under this provision. If the Department's Final Order had merely determined this, then no judicial review would have been required.

The Department's Final Order, however, did much more than merely deny Mr. Johnson's application for a 2007 license because it was submitted in 2008. The Final Order also held that Mr. Johnson's license having been denied for 2007 "necessarily means that no renewal of license number 60669 [sic] may be issued in the future."<sup>40</sup> RCW 77.65.030 includes no such provision or notice.

Given this legal conclusion in the final order, any attempt to apply for a crab license renewal in a future year would have been futile. Neither

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<sup>40</sup> CP 127.

the Department nor this Court can reasonably have expected Mr. Johnson to apply for a 2008, 2009, or subsequent license while the judicial review process was still underway.

**H. Per the Department’s briefing, the only pre-deprivation notice Johnson received that a failure to renew would mean permanent loss of the license was by statute. Because the statutes are ambiguous, such notice was constitutionally inadequate.**

The Department argues that “the plain, unambiguous language of the applicable statutes provided adequate notice of the Dungeness crab-coastal licensing renewal requirements and the consequences of failing to timely renew” and that “[b]ecause they were not unconstitutionally vague, the statutes provided notice adequate to satisfy due process requirements.”<sup>41</sup> The Department can point to no other pre-deprivation notice. Therefore, if the statutes are vague and ambiguous, as Johnson has argued, then there was no pre-deprivation notice at all.

The Department argues that the Johnson situation is analogous to that in *Foss v. Nat’l. Marine Fisheries Serv.*,<sup>42</sup> in which the Ninth Circuit found that the notice provided and the opportunity for administrative hearing were “constitutionally sufficient.” The Department’s reliance on *Foss* is misplaced. The Ninth Circuit described the notice procedures in

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<sup>41</sup> Appellant’s Br. at 26.

<sup>42</sup> 161 F.3d 584, 589 (9th Cir. 1998).

*Foss* as “extensive,”<sup>43</sup> citing a National Marine Fisheries Service statement as follows:

Although official notice of the QS application period will be given in the Federal Register, [the National Oceanic and Atmospheric Administration] will alert the fishing industry through more widely read publications and news announcements. In addition, NOAA will schedule the application period, at least in part, during fall or winter months when most of the fixed gear fishing fleet is not active.<sup>44</sup>

Here, the Department has pointed to no notice appearing in “more widely read publications and news announcements” or anywhere else, but only to what notice is purportedly in the Washington statutes. The “extensive” notice in *Foss* was lacking here. The Department cannot use *Foss* to argue that the notice to Johnson was adequate. Lacking adequate notice, Johnson’s due process rights were violated.

**I. The Department has raised several of its substantive arguments in footnotes, which this Court need not address.**

There is substantial authority stating that this Court need not consider or address arguments raised in footnotes.<sup>45</sup> Here, the Department made several of its substantive arguments in footnotes. For example, the Department attempted to draw an analogy between fishing license

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<sup>43</sup> *Id.*

<sup>44</sup> *Id.*, quoting 58 Fed. Reg. at 59,392.

<sup>45</sup> *State v. Harris*, 164 Wn. App. 377, 389, 263 P.3d 1276, 1282 (2011), citing *State v. N.E.*, 70 Wn. App. 602, 606 n.3, 854 P.2d 672 (1993) (arguments in footnotes need not be considered), and *State v. Johnson*, 69 Wn. App. 189, 194 n.4, 847 P.2d 960 (1993) (argument raised in footnote will not be addressed).

renewals and mining claims in its note 5.<sup>46</sup> The Department argued in its note 6 that RCW 77.70.360 is not before this court.<sup>47</sup> The Department placed its argument about the additional language in the salmon, herring, and whiting statutes in its note 8.<sup>48</sup> Because these arguments were raised in footnotes, this Court need not address or consider them.

DATED this 16 day of July, 2012.

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<sup>46</sup> Appellant's Br. at 13, n.5.

<sup>47</sup> Appellant's Br. at 13-14, n.6.

<sup>48</sup> Appellant's Br. at 18-19, n.8.

**CERTIFICATE OF SERVICE**

The undersigned certifies under penalty of perjury under the laws of the State of Washington that I am now and at all times herein mentioned, a citizen of the United States, a resident of the State of Washington, over the age of eighteen years, not a party to or interested in the above-entitled action, and competent to be a witness herein.

On the below written date, I caused delivery of a true copy of Curtis Johnson's Reply Brief to the following individuals via U.S. Mail:

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Signed this 17 th day of July, 2012 Seattle, Washington.

  
My H. Nguyen  
Legal Assistant

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# APPENDIX A

THE AMERICAN HERITAGE  
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**hold**<sup>1</sup> (hōld) *v.* **held** (hēld), **held** or *archaic holden* (hōl'dən), **holding**, **holds**. —*tr.* 1. To have and keep in possession, as in the hands, arms, or teeth; to grasp; clasp. 2. To support; keep up; bear: *This nail is too small to hold that mirror.* 3. To maintain in a certain position or relationship; keep: *held his assailant at arm's length.* 4. To contain; be filled by: *The jar holds one pint.* 5. To keep in one's possession; own. 6. To have or maintain for use; wield. 7. To maintain control over; restrain: *The dam held the flood waters.* 8. To retain the attention or interest of. 9. To defend from attack; preserve. 10. To detain; delay; stall: *Try to hold him until the police arrive.* 11. To have the position of; occupy: *He holds the office of governor.* 12. *Law.* a. To be the legal possessor of. b. To bind by a contract. c. To adjudge or decree. 13. To cause to keep; bind; obligate: *They held him to his promise.* 14. To keep in one's mind or heart; to harbor. 15. a. To believe; regard. b. To assert; affirm. 16. To cause to take place; put on: *The race was held in Florida.* 17. To assemble; convene: *Court was held in the morning.* —*intr.* 1. To maintain a grasp, clutch, or grip. 2. To maintain a desired or accustomed position or condition. 3. To adhere closely; keep: *They held to a southwesterly course.* 4. To stand up under stress, pressure, or opposition; to last. 5. To be valid, applicable, or true: *His theory holds.* —*See* Synonyms at **contain**. —**hold down**. 1. To keep in check; restrain; suppress. 2. To work at and keep a job. —**hold for**. To include or apply to: *The same holds for you.* —**hold forth**. 1. To talk at length; lecture; rant. 2. To propose; suggest. —**hold in**. 1. To keep back; curb; restrain. 2. To control, check, or hide an impulse or emotion. —**hold off**. 1. To keep apart, far away, or at some distance. 2. To stop or delay doing something: *Hold off for a minute.* —**hold on**. 1. To maintain one's grip; cling. 2. To keep at; continue. 3. To stop or wait for someone or something. —**hold one's own**. 1. To maintain one's ground or position; not falter. 2. To keep at an adequate or average level; be good enough. —**hold out for**. To insist upon or wait for, accepting no compromises. —**hold to**. To keep true or steadfast to; remain loyal or faithful to. —**hold water**. To stand up under examination; be believable, valid, or tenable. —**hold with**. 1. To agree with. 2. To be on the side of; support. 3. To approve of; subscribe to. —*n.* 1. The act or a means of grasping; a grip; clasp. 2. A means of obtaining, retaining, or controlling something. 3. Something held onto, as for support. 4. A container; receptacle. 5. A device that grips something so as to keep it in place.

6. A strong influence or power. 7. A prison cell. 8. *Archaic.* A fortified place; stronghold. 9. *Music.* a. The sustaining of a note longer than its indicated time value. b. The symbol designating this pause; a fermata. 10. A temporary halt, as in a countdown: [Hold, held, held, holden; Middle English *holden*, *heold*, *haldan*; *holden*, Old English *healdan*, *hēold*, *healden*. See **ket-\*** in Appendix.\*]

**hold**<sup>2</sup> (hōld) *n.* *Nautical.* The interior of a ship below decks where cargo is stored. [Variant (influenced by **HOLD**) of Middle English *hole*. **HOLE**.]

**ob-tain** (ob-tān', ōb-) *v.* -tained, -taining, -tains. —*tr.* 1. To succeed in gaining possession of (something) as the result of planning or endeavor; get or acquire. 2. *Archaic.* To reach or arrive at: "obtain the age of manhood" (Scott). —*intr.* 1. To be established, accepted, or customary: *Certain formal customs still obtain today.* 2. *Archaic.* To win the victory; prevail; succeed: "This, though it failed at present, yet afterwards obtained." (Swift). [Middle English *obteinen*, from Old French *obtenir*, from Latin *obtinere*, attain : *ob* (intensive) + *tenere*, to hold (see *ten-* in Appendix\*.)] —*ob-tain'a-ble* *adj.* —*ob-tain'er* *n.*