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SUPREME COURT OF THE STATE OF WASHINGTON RECEIVED BY E-MAIL

ON APPEAL FROM
SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF THURSTON
CASE No. 11-2-02273-8

VINCENT T. GRESHAM,
Appellant,

vs.

ROBBINS GELLER RUDMAN & DOWD LLP, a limited liability
corporation, and THE STATE OF WASHINGTON, OFFICE OF THE
ATTORNEY GENERAL, Public Agencies,
Respondents.

BRIEF OF RESPONDENT

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I. INTRODUCTION

This appeal concerns a review of the Superior Court's straightforward application of the Washington Public Records Act's ("PRA" or the "Act") statutory exemptions and the Superior Court's order enjoining disclosure of certain confidential, proprietary and trade secrets information.

On February 17, 2012, the Honorable Christine A. Pomeroy of the Superior Court of the State of Washington, County of Thurston found that several statutory exemptions to disclosure under the PRA applied to protect from disclosure certain confidential, proprietary and trade secrets information. CP 1342-1344 ("Judgment"). The Superior Court then entered judgment pursuant to RCW 42.56.540 in favor of Robbins Geller Rudman & Dowd LLP ("Respondent" or the "Firm"), permanently enjoining the Attorney General of the State of Washington ("AGO") from disclosing certain of the Firm's proprietary information submitted to the Washington State Investment Board ("WSIB"), including (1) the identities of the clients who participate in the Firm's proprietary Portfolio Monitoring ProgramSM ("PMP"); (2) contact information, including names and telephone numbers, for certain of the Firm's institutional investor clients; (3) information set forth in the Firm's Fee and Handling of Costs Proposal; and (4) information regarding the Firm's professional liability insurance (the "Protected Information"). *See* CP 1342-1344.

Appellant Vincent T. Gresham (“Appellant”), the requestor and a defendant in the Superior Court, now appeals from the Superior Court’s Judgment and seeks direct review of the Judgment, arguing that the Superior Court erred in enjoining disclosure of the Protected Information and erroneously claiming that this appeal raises issues of first impression regarding the application of the PRA, its exemptions and the Washington Uniform Trade Secrets Act (“UTSA”).

Appellant initially claims that the Superior Court erred by enjoining disclosure because the PRA’s exemptions do not permit a private party to enjoin disclosure. Appellant also erroneously contends that the Superior Court erred by ignoring the State’s “official” position that the Protected Information should be disclosed. Appellant further argues that the Superior Court erred by finding that the Protected Information qualifies as intellectual property and contends that the trade secret information was previously published and thus cannot be protected here. Appellant also misreads the PRA, claiming that RCW 42.56.270(11) applies only to information supplied to the State’s department of social and health services. Finally, Appellant contends that the Superior Court erred in applying the wrong injunction standard. Appellant’s assignments of error are both factually and legally meritless.

The Superior Court did not err in finding that the PRA's exemptions apply to prevent disclosure of the Firm's Protected Information. Nor did the Superior Court err in permanently enjoining the disclosure of the Protected Information. The Superior Court's Judgment should be affirmed.

II. STATEMENT OF FACTS

A. Respondent's Proprietary Portfolio Monitoring ProgramSM

Respondent is a national law firm specializing in securities litigation. The Firm represents a number of institutional investors, including public and Taft-Hartley pension funds, and various other financial organizations. As part of its services, the Firm oversees and monitors the securities holdings of approximately 700 funds and evaluates those portfolios via its proprietary Portfolio Monitoring ProgramSM. CP 467. The Firm's lawyers and in-house professionals have spent many years developing and refining its system, which is one way in which the Firm believes it separates itself from its competitors. CP 467, CP 469-472.

Through the PMP, the Firm has the ability to monitor a client's investment portfolio and can alert its clients of any losses, counseling them on whether or not a particular loss may be the result of fraud or other misconduct. CP 469-470. Should a client then choose to take action to recover those losses, it may – but is not obligated to – retain the Firm as

litigation counsel. *Id.* In the event the Firm is retained, a separate litigation retainer is negotiated and executed. *Id.*

B. The Firm's Response to the State's Request for Qualifications and Quotations

On April 30, 2010, the AGO acting for itself and the WSIB, asked the Firm and several other securities litigation firms to respond to a Request for Qualifications and Quotations for Securities Litigation and Related Services (the "RFQQ"). CP 475. Through this process, the AGO and the WSIB were to select "three to four law firms with the appropriate expertise and resources" with which they would enter into a Master Securities Litigation Agreement ("Master Agreement"). *Id.* If, in the future, the WSIB decides to involve itself in securities litigation, the AGO may select a law firm from the Master Agreement pool to represent it. *Id.*

The Master Agreement is not a contract for litigation services nor is the State purchasing legal services through the RFQQ procedure. CP 513:11-21, CP 514:1-8. Rather, the AGO, if the WSIB wishes to involve itself in securities litigation, will "negotiate a separate engagement agreement for the representation." CP 475.

On May 27, 2010, the Firm submitted its response to the State's RFQQ ("RFQQ Response"). *See* CP 467-468; CP 645-646. The response, totaling over 225 pages, included, but segregated a separate section

containing the Firm's proprietary information (the "Proprietary Information Submission"). CP 467-468; CP 590-678. The Proprietary Information section contained the name and telephone number of individuals from 16 of the Firm's clients most familiar with the Firm's work. CP 467-468.

The Proprietary Information Submission also included: (a) a 19-page list of then-current clients who participate in the Firm's PMP; (b) detailed information about the Firm's professional liability insurance structure, spelling out the amounts of coverage on those policies and their carriers; and (c) the Firm's Fee and Handling of Costs Proposal, which included a formula for awarding potential fees in a sample securities class action. CP 467-468.

The AGO and the WSIB subsequently selected the Firm as one of several law firms available to represent the WSIB in potential future securities litigation, should the WSIB choose to actively involve itself in securities litigation. Any litigation services will, however, depend on whether or not the WSIB decides to become actively involved in securities litigation. CP 513:11-21, CP 514:1-8.

C. Appellant's Request and the AGO's Response

On September 2, 2011, Appellant, an Atlanta attorney whose practice includes the prosecution of securities class actions and the representation of objectors to class action settlements, sent a request to the AGO seeking "any information regarding any requests for proposals ('RFPs') for securities class

action counsel and the responses of any law firms to such requests.” CP 477. Appellant informed the AGO that the information sought would be used for “an article that [is] to be submitted for publication relating to attorneys fees in securities class action lawsuits.” *Id.*

On September 29, 2011, the AGO notified the Firm that it had received a request for, among other information, the Firm’s RFQQ Response. CP 468-469, CP 490-491. The AGO’s letter attached a copy of the RFQQ Response, which had been redacted to remove the Protected Information, and informed the Firm that absent a court order the AGO intended to release the Firm’s redacted RFQQ Response on October 17, 2011. *Id.*

On October 6, 2011, however, the AGO informed the Firm that the redactions had been made inadvertently on the Firm’s behalf and that absent an injunction received by it no later than October 21, 2011, it intended to disclose the RFQQ Response in its entirety on October 24, 2011. CP 469, CP 493-494. The underlying action in the Superior Court followed.

III. PROCEDURAL HISTORY OF THE LITIGATION

A. The TRO and Preliminary Injunction

On October 19, 2011, the Firm attempted to notify Appellant of its intent to seek a temporary restraining order to protect the Firm’s confidential, proprietary and trade secret information from being disclosed. CP 469.

Appellant did not answer the telephone call and a message was left in Appellant's voicemail. Appellant did not return the telephone call. *Id.*

On October 20, 2011, the Firm moved for a temporary restraining order and the Superior Court set a hearing on the motion. *Id.* The Firm promptly notified Appellant of the scheduled hearing. *Id.* On October 21, 2011, the Superior Court held a hearing on the Firm's motion, granted the motion and entered a temporary restraining order to maintain the status quo, prohibiting the AGO from releasing the RFQQ Response until after a full hearing on the matter. CP 517-520. The court then set a schedule on a contemplated injunction motion and set the matter for hearing on November 4, 2011. On October 28, 2011, the Firm moved to enjoin the AGO from disclosing the Protected Information.¹ *Id.*

During the November 4, 2011 hearing, the Superior Court heard argument by all parties and reviewed the Protected Information *in camera*. RP 11/4/11 at 31:7-35:20. The Superior Court granted the Firm's request for a preliminary injunction finding that "the identities of [the Firm's] portfolio

¹ The Firm did not object to the disclosure of certain other material it submitted in its "Proprietary Information Submission" index because it is publicly available and does not implicate issues of confidentiality or privilege. That includes lists of dismissed securities class actions and suits that were settled, as well as the percentage of those recoveries awarded by each respective court as attorneys' fees.

monitoring and institutional investor clients derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure.” CP 413-415. *See* RP 11/4/12 at 35:21-38:14. The Superior Court also found that the information “qualif[ies] as valuable formulae, designs and research data, the disclosure of which would result in private gain and public loss, and are exempt from disclosure under RCW 42.56.270(1).” CP 413-415.

The Superior Court further found that the material qualifies as trade secrets under RCW 19.108.010(4) and is exempt from disclosure under RCW 42.56.270(11)(a)-(b) as proprietary data and trade secrets essential to the Firm’s method of conducting business and the services the Firm offers its clients. *Id.* Finally, the Superior Court also found that information regarding the fee proposals with the WSIB and information regarding the Firm’s professional liability insurance policies was exempt from disclosure under RCW 42.56.270(1) and (11). *Id.*

B. The Superior Court Permanently Enjoins the Disclosure of the Firm’s Protected Information

On February 17, 2012, the Superior Court heard argument on the Firm’s motion for a permanent injunction. CP 1342-1344; *see generally* RP 2/17/12. Once again, the Superior Court, after an opportunity to review a full

factual record, including deposition testimony of an employee of the AGO, a member of the Firm and Appellant, as well as the *in camera* review of the Protected Information, found that the Protected Information “derive[s] independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure.” CP 1342-1344. The Superior Court found the Protected Information to be exempt from disclosure under RCW 42.56.270(1), RCW 19.108.010(4) and RCW 42.56.270(11)(a)-(b). *Id.* The Superior Court then entered judgment under RCW 42.56.540 and permanently enjoined the AGO from disclosing the Protected Information. *Id.*

C. Appellant Seeks Review of the Superior Court’s Judgment

Initially, on March 14, 2012, Appellant sought interlocutory review of the Superior Court’s February 19, 2012 Order by a direct appeal to the Washington Supreme Court. On April 6, 2012, however, the Supreme Court Deputy Clerk noted that there remained issues in this matter for the trial court to resolve. The Deputy Clerk therefore redesignated Appellant’s direct appeal as a notice for discretionary review and instructed Appellant to file a motion to that effect in 15 days.

At a hearing before the Superior Court on April 20, 2012, however, the Superior Court granted summary judgment in the AGO's favor and dismissed Appellant's remaining counterclaims against the AGO with prejudice. CP 1446-1448. Appellant then voluntarily dismissed all remaining counterclaims, thus disposing of all claims pending in the Superior Court. *Id.*

On May 18, 2012, Appellant filed a notice of direct appeal to the Washington Supreme Court. CP 1449-1461.

IV. STANDARD OF REVIEW

Appellate review under the Public Records Act is generally *de novo* where the record consists only of affidavits, memoranda of law, and other documentary evidence. *Progressive Animal Welfare Soc'y v. Univ. of Wash.*, 125 Wn.2d 243, 252, 884 P.2d 592 (1994) ("*PAWS*"). Here, however, the trial court's determination rests, at least in part, upon the oral testimony of witnesses. *See, e.g.*, CP 1039-1185. Under these circumstances, this Court is "bound by disputed findings of the trial court." *Smith v. Skagit Cnty.*, 75 Wn.2d 715, 718-19, 453 P.2d 832 (1969).²

² Citations are omitted and emphasis is added throughout unless otherwise noted.

V. THE SUPERIOR COURT DID NOT ERR IN PERMANENTLY ENJOINING DISCLOSURE OF THE FIRM'S PROTECTED INFORMATION

Washington's PRA provides for the disclosure of "all public records, unless the record falls within the specific exemptions of [the Act] . . . or other statute which exempts or prohibits disclosure of specific information or records." RCW 42.56.070(1); *see also PAWS*, 125 Wn.2d at 258 (recognizing that the PRA's mandate of full disclosure is limited by certain exemptions set forth in the Act).

The PRA's exemptions are a legislative mandate, *Harley H. Hoppe & Assocs., Inc. v. King Cnty.*, 162 Wash. App. 40, 255 P.3d 819 (2011), and their general purpose is to prevent substantial damage to the privacy rights of citizens. *Deer v. DSHS*, 122 Wash App. 84, 93 P.3d. 195 (2004). As this Court has recognized, the PRA's purpose of "[a]chieving an informed citizenry is a goal sometimes counterpoised against other societal aims. Indeed, as the act recognizes, society's interest in open government can conflict with its interest in protecting personal privacy rights . . . among other concerns." *Spokane Police Guild v. Liquor Control Bd.*, 122 Wn.2d 30, 33, 769 P.2d 283 (1989). Here, the Superior Court was correct in finding that the Protected Information is exempt from disclosure under several of the PRA's statutory exemptions.

First, as the Superior Court held, the Protected Information is exempt as “[v]aluable formulae, designs, drawings, computer source code or object code, and research data . . . , [the] disclosure [of which] would produce private gain and public loss.” RCW 42.56.270(1). Second, the Protected Information qualifies as confidential trade secrets that are exempt under both the PRA and UTSA. *See* RCW 42.56.270(11)(a)-(b); RCW 19.108.010(4). The AGO does not dispute that these exemptions apply here and Appellant’s efforts to argue that they do not are unconvincing.

The Protected Information is also exempt from disclosure under RCW 45.56.270(6) as information “supplied to the state investment board . . . relat[ing] to the investment of public trust or retirement funds.” The purpose of the PMP is to provide the WSIB with a mechanism to access any losses to its portfolio and determine whether it possesses claims as a result of losses caused by fraud or other misconduct.

Because several exemptions to disclosure apply, the Superior Court properly enjoined the AGO from releasing the Protected Information. The Judgment of the Superior Court should be affirmed.

A. The Superior Court Correctly Held that the Protected Information Is Exempt from Disclosure Under RCW 42.56.270(1)

Pursuant to RCW 42.56.270(1), “financial, commercial, and proprietary information” in the form of “[v]aluable formulae, designs,

drawings, computer source code or object code, and research data” is exempt from disclosure “when disclosure would produce private gain and public loss.” RCW 42.56.270(1). “The clear purpose of the exemption is to prevent private persons from using the Act to appropriate potentially valuable intellectual property for private gain.” *PAWS*, 125 Wn.2d at 255. Here, the Superior Court correctly held, at both the preliminary and permanent injunction stages of this litigation, that the Protected Information “qualif[ies] as valuable formulae, designs and research data, the disclosure of which would result in private gain and public loss, and [is] exempt from disclosure under RCW 42.56.270(1).” CP 413-415; CP 1342-1344.

The Protected Information, including the Firm’s Fee and Handling of Costs Proposal’s fee formula and the structure of the Firm’s professional liability insurance, is “valuable intellectual property” that qualifies as “[v]aluable formulae, designs, drawings, computer source code or object code, and research data.” RCW 42.56.270(1). *See PAWS*, 125 Wn.2d at 255. And, it was well established at the Superior Court that disclosure of the Protected Information “would produce private gain and public loss.” RCW 42.56.270(1). Indeed, Appellant, who as part of his practice represents

objectors to class action settlements,³ has conceded that he intends to use the information for private gain. CP 482:23-483:1 (“I have never contested private gain.”); CP 484:16-21 (“I have already said that I wasn’t contesting private gain”); CP 485:3-11 (admitting that he is writing his article on attorneys’ fees for private gain). Appellant’s actions in the underlying litigation and this appeal also indicate that Appellant’s primary goal is to obtain information for his private gain. For example, Appellant issued irrelevant discovery requests far beyond the scope of this PRA case in an attempt to obtain additional information for his private gain. *See, e.g.*, Plaintiff’s Response and Opposition to Defendant Requestor’s Motion for Continuance or Other Relief, Sub No. 42 (CP pages forthcoming). And, Appellant’s opening appellate brief confirms that he intends to use any information obtained as result of either his public records request or the resulting PRA litigation to further his practice representing objectors to class action settlements involving the Firm. *See* Appellant’s Brief at 2. *See, e.g.*,

³ *See* CP 480:16-490:13. *See also In re Tremont Sec. Law, State Law & Ins. Litig.*, No. 1:08-cv-11117-TPG (S.D.N.Y.) (representing objector to settlement in securities class action). Plaintiff’s Motion for Permanent Injunctive Relief and Memorandum of Law in Support Thereof, Sub No. 33.1, at 6 n.8 (CP pages forthcoming). *See* Plaintiff’s Supplemental Designation of Clerk’s Papers, filed October 24, 2012.

PAWS, 125 Wn.2d at 262 (“[T]he Public Records Act is simply an improper means to acquire knowledge of a trade secret.”).

That public disclosure of the Protected Information will result in public loss is not credibly challenged. In fact, as Assistant Attorney General Steve Dietrich explained during his deposition, disclosure of the Protected Information would substantially and irreparably damage vital governmental functions.⁴ As Mr. Dietrich testified, “some of these law firms have pointed out that they may be less likely to participate or – in the State’s procurement process and may be – if we are unable to protect or – if they are unable to protect the information that they deem proprietary and important . . . *it could clearly reduce the State’s ability to procure the best legal services.*” See CP 1181:4-11.

Public policy also weighs in favor of enjoining disclosure of the Protected Information. If the Court were to rule against Respondent, such an obviously unfavorable impact on the general welfare would not just occur here. Under the doctrine of *stare decisis*, a precedent might be formed that

⁴ Mr. Dietrich, the only employee of the AGO on this matter, was not subpoenaed for his deposition, but rather sat for his deposition pursuant to a Notice of Deposition issued pursuant to Washington State Court Rules 30 and 32. That Appellant may now contend, after Mr. Dietrich gave testimony adverse to Appellant’s case, that Mr. Dietrich cannot testify as to the public loss element does not detract from the quality of the evidence supporting the Superior Court’s finding of public loss. See CP 1342-1344.

would control in similar situations and harm the common good by requiring that innovative procedures be laid bare for public scrutiny to the detriment of the State and its vendors. *See generally Floyd v. Dep't of Labor & Indus.*, 44 Wn.2d 560, 565, 269 P.2d 563 (1954). That would result in real public loss because under those conditions many firms would be unwilling to offer needed goods and services to the State.

Here, Respondent submitted the RFQQ Response to the State at the behest of the WSIB, one of Washington's agencies, so that the WSIB could further its obligations, *i.e.*, safeguarding Washington's investments and pension funds. CP 475. It is hard to envision a situation where the public benefit is more at stake than here where the State is marshaling legal talent with "the appropriate expertise and resources" (*id.*) to protect the State's fiscal stability and the retirement holdings of Washington's civil servants.

Because the Protected Information is "[v]aluable formulae, designs, drawings, computer source code or object code, and research data" the disclosure of which "would produce private gain and public loss," it is exempt from disclosure. RCW 42.56.270(1). The Superior Court properly enjoined the disclosure of the Protected Information pursuant to RCW 42.56.270(1).

B. The Superior Court Did Not Err in Applying RCW 42.56.270(1) to Enjoin Disclosure

Appellant raises three arguments by which he claims the Superior Court committed error in finding that RCW 42.56.270(1) applied to exempt disclosure of the Protected Information. First, Appellant claims that RCW 42.56.270(1) does not allow a third party to enjoin disclosure, and that the exemptions must be invoked, if at all, by the State. Second, Appellant claims that the Superior Court ignored the AGO's "official" position that the Protected Information should be disclosed. Third, Appellant contends that the Superior Court erred in enjoining disclosure of the Protected Information because, Appellant claims, the information is "garden variety financial and commercial information" not exempted from disclosure under RCW 42.56.270(1). Each of these arguments is factually and legally incorrect and do not provide a basis on which to disturb the Superior Court's findings.

1. Respondent Had Standing to Invoke the PRA's Exemptions to Disclosure

RCW 42.56.540 provides that "[t]he examination of any specific public record may be enjoined if, upon motion and affidavit by an agency or its representative or *a person who is named in the record or to whom the record specifically pertains*, the superior court . . . finds that such examination would clearly not be in the public interest and would substantially and irreparably damage any person, or would substantially and

irreparably damage vital governmental functions.” Here, Appellant claims that only the State has standing to enjoin disclosure and that RCW 42.56.270(1) does not allow a third party to enjoin disclosure. This argument is belied by the plain language of the PRA which makes clear that private parties may move to enjoin the disclosure of public records. See RCW 42.56.540 (allowing any “*person who is named in the record or to whom the record specifically pertains*” the opportunity to petition the court to enjoin disclosure of public records).

Appellant relies on *Ameriquest Mortg. v. Attorney Gen.*, 148 Wn. App. 145, 166-67, 199 P.3d 468 (2009), for the proposition that only the AGO may assert exemptions to the PRA. In *Ameriquest*, the AGO stated its intention to disclose to a requester certain “confidential files and the AGO’s work product regarding Ameriquest” and obtained by the AGO during the course of litigation with Ameriquest. *Id.* at 150. The requested documents and files could be sorted into three categories: (1) information received by the AGO from Ameriquest through discovery; (2) documents provided to the AGO by third parties; and (3) documents generated internally by two Washington agencies during the course of the investigation and prosecution of the Ameriquest case. *Id.* at 151-52. Ameriquest sought to enjoin the disclosure of category 1 information on the ground that disclosure “conflicted with, and was preempted by, the [Gramm-Leach-Bliley Act (“GLBA”).” *Id.*

at 153. Ameriquest also sought to enjoin the disclosure of category 3 information, arguing “the necessity of judicial review for the AGO’s decision to waive exemptions available under the PRA.” *Id.* “The parties agree[d] that the second category of documents may be disclosed to the intervenor.” *Id.* at 152 n.3.

Ultimately, the trial court denied Ameriquest’s motion for a preliminary injunction, finding that the GLBA “does not preempt the State’s law on public disclosure of documents.” *Id.* at 154. “The trial court also denied Ameriquest’s preliminary injunction motion for the *documents internally generated* by the two agencies during the course of the investigation and prosecution of the case. The trial court stated that Ameriquest did not have standing to assert exemptions on behalf of the AGO.” *Id.* at 166.

On appeal, the Court of Appeals held that “Ameriquest is a party that will be affected by the disclosure of the AGO’s work product and, thus, it has standing to challenge the AGO’s decision to disclose documents related to it.” *Id.* The Court of Appeals continued, explaining that “Ameriquest may also challenge the AGO’s decision to waive applicable exemptions,” citing *Wilson v. Nord* for the proposition that “a complainant with standing has a fundamental right to have [an] agency abide by the constitution, statutes, and

regulations which affect the agency's exercise of discretion.” *Id.* at 166 (quoting *Wilson v. Nord*, 23 Wn. App. 366, 373, 597 P.2d 914 (1979)).

Here, Respondent was not seeking to invoke an exemption on the AGO's behalf to prevent disclosure of “documents internally generated” by the AGO. Rather, the Firm invoked the PRA's exemptions on its own behalf to prevent disclosure of the confidential, proprietary and trade secret information the Firm generated and submitted in response to the RFQQ. Because RCW 42.56.540 specifically provides private parties who are named in the record or to whom the record specifically pertains with the ability to petition the court to have the disclosure of those records enjoined, Appellant's argument that only the State may invoke the PRA's exemptions fails. *See PAWS*, 125 Wn.2d at 258 (PRA provides ““specific *statutory exemptions* from disclosure for those particular categories of public records most capable of causing substantial damage to the *privacy rights of citizens* . . . if they are disclosed”) (emphasis in original and added).

Similarly, *Evergreen Freedom Found. v. Locke*, 127 Wn. App. 243, 110 P.3d 858 (2005), does not support Appellant's contention that RCW 42.56.270(1) permits the State, and only the State, the opportunity to prevent disclosure of exempt information. In *Evergreen Freedom*, the Boeing Company invoked the PRA's exemptions to protect from disclosure the designs for the building of an airplane assembly plant. As the Appellant

correctly states, the Superior Court found that information to be exempt from disclosure. And, like the instant case, a private party, Boeing, argued that the PRA's exemptions and UTSA protect the information from disclosure. *See id.* at 250 (“Boeing also contend[s] that the redacted information is exempt”; “Boeing assert[s] that the PDA does not require public disclosure because the redacted portions contain ‘[t]rade secrets’ under the UTSA”).

Just as in *Evergreen Freedom*, where the Washington Court of Appeals affirmed the lower court's finding that public disclosure of “valuable information” “could arguably lead to private gain and public loss” (*id.* at 249), so too here, if the Firm's Protected Information is disclosed, the Firm's competitors and adversaries could interfere with the Firm's relationship with the State for their own benefit to the detriment of the Firm's ability to provide services to the State. As Assistant Attorney General Mr. Dietrich has stated, public harm could arise from this disclosure because it “could clearly reduce the State's ability to procure the best legal services.” CP 516:3-11.

2. The AGO Did Not Oppose the Firm's Motion to Enjoin the Disclosure of the Protected Information

Appellant also argues that the Superior Court ignored the AGO's “official” position concerning the disclosure of the Protected Information in favor of Mr. Dietrich's testimony, elicited by Appellant during Mr. Dietrich's deposition, that disclosure would result in public loss. Appellant is wrong.

Initially, the AGO has, since the beginning, stated its position that it “does not oppose Robbins Geller’s motion for permanent injunctive relief.” *See, e.g., State’s Response to Motion for Permanent Injunctive Relief*, Sub No. 15, at 4:18-5:4 (CP pages forthcoming) (recognizing that some of the fee information and professional liability insurance information “may constitute the firm’s trade secrets . . . [and the AGO has] no objection to injunctive relief ordered on that basis”). Additionally, Appellant ignores the testimony of an Assistant Attorney General, who testified that public loss could result if the Firm’s Protected Information were disclosed. CP 516:3-11.

Further, while the AGO asserted that the exemption set forth in RCW 42.56.270(6) for financial and commercial information supplied to the WSIB did not apply here, the AGO had no such objection to the pertinence of the other exemptions. The AGO thus, at least implicitly, accepted that those provisions applied here to prevent disclosure of the Protected Information and left it to the Firm to seek the appropriate remedy to make sure that the Protected Information not be released. In fact, the AGO gave the Firm notice that it could seek an injunction to prevent disclosure of the information – thus accepting that a private party has standing to bring an action to enjoin disclosure under the PRA. CP 468-469. This approach is in line with an earlier judgment enjoining disclosure of similar information. *See Lerach Coughlin Stoia Geller Rudman & Robbins LLP v. The State of Washington*,

Office of the Attorney General, No. 05-2-02048-0, Order (Wash. Super. Ct., Thurston Cnty. Nov. 18, 2005).

Similarly, Appellant's comments about an internal debate which may have taken place at the AGO are irrelevant. Even if employees within the AGO's office had differing viewpoints on legal issues, a not uncommon occurrence for sure, what is important is that the AGO did not argue against application of the PRA's exemptions to disclosure. In short, the position set forth by the AGO during the proceedings is not inconsistent with Mr. Dietrich's testimony during his deposition. Appellant's argument fails.

3. The Superior Court Did Not Err by Applying RCW 42.56.270(1) to Enjoin Disclosure of the Protected Information

Appellant claims that the Superior Court erred in enjoining disclosure because he views the Protected Information as "garden variety financial and commercial information" not exempted from disclosure under RCW 42.56.270(1). Again, Appellant's argument is misplaced.

The Superior Court reviewed the Protected Information *in camera*, evaluated the evidence presented at the permanent injunction hearing and considered the parties' arguments, before determining that the Protected Information qualifies as "[v]aluable formulae, designs, and research data." See CP 413-415; CP 1342-1344 (citing RCW 42.56.270(1)). The Superior Court did not err in finding that the proposed fee formula set forth in the Fee

and Handling of Costs Proposal and the confidential structure of the Firm's professional liability insurance were "valuable formulae." Here, the Protected Information, which was compiled, developed and refined over many years by the Firm's in-house professionals, relates to, and forms an integral part of, the unique way in which the Firm conducts business and attracts clients through its proprietary PMP.

For example, the Firm's formulaic fee proposals require substantial time and effort to design and are tailored to each client and for each submission. CP 506:3-7, CP 508:10-509:8. The data contained in the Firm's professional liability insurance structure is similarly unique. CP 500:20-501:7. The Protected Information therefore fits the definition of research data formulated by this Court: "a body of facts and information collected for a specific purpose and derived from close, careful study, or from scholarly or scientific investigation or inquiry." *Servais v. Port of Bellingham*, 127 Wn.2d 820, 832, 904 P.2d 1124 (1995).

Appellant is also wrong when he claims that the Firm's formula is "analogous to an offer for a unilateral contract." Appellant's Brief at 29. As explained above, *supra* at 4-5, the RFQQ process only allows a law firm to be chosen as one of several potential firms from which the State may select litigation counsel, should the WSIB choose to become actively involved in

securities litigation. The RFQQ Response then does *not* form a contract. Rather, it is just the first step in an ongoing process.

The Protected Information is also quite dissimilar from the commercial lease in *Spokane Research & Def. Fund v. City of Spokane*, 96 Wn. App. 568, 983 P.2d 676 (1999), which Appellant cites as precedent that the exemption does not apply here. Appellant's Brief at 29-30. That document was submitted to a public authority to be used as partial security for a HUD loan. As the *Spokane Research* court held, it was "simply a contract outlining the obligations of the parties. It may be the end product of research, but it would not disclose the research." *Spokane Research*, 96 Wn. App. at 576. Here, the Firm's fee formula, as well as the other portions of the Protected Information, does not form "a contract outlining the obligations of the parties." *Id.* Rather, it is formulae and data to assist the State in determining whether or not a particular firm might qualify to be retained in the future, if at all.

Appellant further argues that the "public loss" element must be economic in nature. Appellant's Brief at 22-23. And, because the State can still use the factual information in the RFQQ Response, there is no "conversion." *Id.* at 23. This is simply incorrect. Indeed, there is no requirement in RCW 42.56.270 that the "public loss" element must be economic or quantifiable.

C. The Superior Court Properly Found that the Trade Secret Information Is Exempt from Disclosure

1. The Protected Information Is Exempt from Disclosure Under RCW 42.56.270(11)(a) and (b)

The Superior Court found that the Protected Information qualifies as trade secrets under RCW 19.108.010(4) and is exempt from disclosure under RCW 42.56.270(11)(a)-(b) as “proprietary data and trade secrets essential to [the Firm’s] method of conducting business and the services the Firm offers its clients.” CP 1342-1344. RCW 42.56.270(11) exempts from disclosure “[p]roprietary data, trade secrets, or other information that relates to: (a) A vendor’s unique methods of conducting business; [or] (b) data unique to the product or services of the vendor” Here, the Protected Information contains proprietary trade secrets under both the PRA and UTSA and is unique to the Firm’s method of conducting business and the services the Firm offers its clients.

The Firm offers each of its institutional clients comprehensive, sophisticated and proprietary portfolio monitoring services. CP 467, CP 469-470. Through this service, the Firm identifies potential instances of fraud, alerts the client to potential legal claims, and determines whether a client may have suffered a material loss as a result of fraud or misconduct. *Id.* While the act of monitoring an investment portfolio may not be unique, the

proprietary program created by the Firm for its clients – and the identity of those clients – “relates” to the Firm’s “unique methods of conducting business” and the services it offers its clients.⁵ RCW 42.56.270(11). *See* CP 469-470. Similarly, the Firm’s proposed fee formula set forth in the Fee and Handling of Costs Proposal and the structure of the Firm’s professional liability insurance is proprietary data and trade secret information unique to the Firm’s services. *Id.* Indeed, each plaintiff’s securities law firm differs in its approach to evaluating and setting potential fees. And, as Mr. Dietrich, an attorney for the AGO confirmed, “all of the firms were unique in the way that they approached fee setting” in the submissions the AGO received. CP 513:2-6; CP 512:21-513:1 (indicating that there were “some creative approaches beyond the usual standard contingency fee arrangement”). The Firm’s own fee proposals vary by, and are specific to, each client and case, and require substantial time and effort to formulate. CP 506:3-7, CP 508:10-509:8; CP 508:3-9 (“I would have to probably say that it’s highly unlikely that anyone else submitted the identical fee proposal that we did.”). And, the details of the Firm’s liability insurance structure are similarly unique and would permit Firm competitors to “adjust their [own] insurance programs . . .

⁵ Portfolio monitoring services are not offered by all firms who represent investors in securities litigation.

to obtain a competitive advantage.” CP 500-501. As such, the Protected Information is exempt from disclosure under RCW 42.56.270(11)(a) and (b).

2. The Protected Information Is Exempt from Disclosure as Trade Secrets

In addition to the exemptions enumerated in RCW 42.56 *et seq.*, certain “other statutes” prohibit disclosure of specific information or records. UTSA qualifies as an “other statute” and exempts from disclosure under the PRA information or documents that fall within the statutory definition of a “trade secret.” *Spokane Research*, 96 Wn. App. at 577 (finding that UTSA qualifies as an “other statute” under the PRA); *PAWS*, 125 Wn.2d at 262 (UTSA “provides broad means for courts to preserve the secrecy of trade secrets”). Trade secrets are expansively defined as “information, including a formula, pattern, compilation, program, device, method, technique, or process” that:

(a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and

(b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

RCW 19.108.010(4); *PAWS*, 125 Wn.2d at 262-63 (noting the expansive definition and legislative purpose to protect the confidentiality of research, development, and other commercial information).

And, as RCW 4.24.601 specifically provides,

The legislature . . . recognizes that protection of trade secrets, other confidential research, development . . . or business methods promotes business activity and prevents unfair competition. Therefore, the legislature declares it a matter of public policy that the confidentiality of such information be protected and its unnecessary disclosure be prevented.

Here, the Protected Information is also exempt from disclosure because it contains confidential trade secrets as defined by UTSA.⁶ See CP 524:21-525:8 (finding that the Firm's portfolio monitoring clients and institutional investor contact information "is a trade secret and confidential"); CP 525:17-25 (finding that information regarding past or proposed fee agreements constitute trade secrets); CP 527:4-12 (recognizing that information regarding the Firm's professional liability insurance is a confidential trade secret that may interfere with the right to do business). The Protected Information derives independent economic value from not being generally known to others, and is not readily ascertainable from another source. See *Ed Nowogroski Ins., Inc. v. Rucker*, 137 Wn.2d 427, 440, 971 P.2d 936 (1999) (recognizing that a customer or client list is one of the types of information that can be a protected trade secret if it meets the criteria of UTSA); see also *Spokane Research*, 96 Wn. App. at 578; CP 470, ¶14. The

⁶ The Superior Court also noted that the Firm's clients' contact information is protected under Washington's Rules of Professional Conduct. CP 525:7-16 (noting that the client must agree to disclosure of its confidential information).

Firm also takes reasonable steps to maintain the secrecy of the Protected Information, including keeping such information confidential, and when disclosing such information, doing so in a manner in which reasonable protections have been assured. CP 470, ¶14. Indeed, in its RFQQ Response, the Firm specifically requested that certain proprietary information “not be disclosed . . . because competitors could easily utilize the information to achieve an unfair commercial advantage.” CP 593. Accordingly, the Protected Information is protected from disclosure under UTSA, which “operates as an independent limit on [the] disclosure” of public records. *PAWS*, 125 Wn.2d at 262; CP 413-415.

3. The Superior Court Did Not Err in Enjoining the Firm’s Trade Secret Information

a. The Firm Has Actively Protected Its Trade Secret Information

Appellant claims that the Superior Court erred in enjoining the disclosure of the Firm’s trade secret information because the information was previously published. Appellant’s twice-rejected argument is based on Appellant’s belief that the Protected Information was included in a truncated RFQQ-type response submitted to the State of Florida and published by *The American Lawyer* (“Florida Submission”). This argument is misplaced and misstates the record.

As established in the lower court, the Florida Submission, partially disclosed without the Firm's knowledge or authorization, contains information which differs from that submitted in the Firm's RFQQ Response. *See* Plaintiff's Reply Memorandum in Further Support of Its Motion for Permanent Injunctive Relief, Sub No. 41, at 4-5 (CP pages forthcoming); RP 2/17/12 at 8:13-9:5, 38:15-25, 39:20-41:14. Consequently, the unauthorized disclosure of the partial Florida Submission provides no basis on which to challenge the Protected Information's protection as trade secret information.

Additionally, the Florida Submission specifically indentifies a "Trade Secret Information" portion of the document which was segregated from the general Florida Submission. Notably, this "Trade Secret Information" – like the Proprietary Information here – was the portion of response which contained the details of the Firm's malpractice insurance and fee information. Appellant conveniently, or misleadingly, ignores the now-established facts that the "Trade Secret Information" submitted to Florida has never been publicly disclosed, was not a part of *The American Lawyer* publication, and Appellant has never seen the Trade Secret Information. *See* RP 2/17/12 at 8:23-24 (disclosure of the Florida Submission was done "without disclosing the trade secret information"); *id.* at 38:15-39:24. *See also* CP 486-488 (Appellant admitting he has never seen the Florida "Trade Secret Information").

Appellant's argument that the Protected Information was disclosed in an earlier submission to the State of Washington in 2004 is similarly misplaced. The 2004 submission did not contain the Protected Information at issue here, and as such, could not have resulted in a waiver of the Firm's ability to protect its trade secret information. For example, the Firm's proposed fee formula set forth in the Fee and Handling of Costs Proposal, which was formulated by the Firm's attorneys specifically for the RFQQ Response, was not included in the 2004 submission. Rather, the fee information in the 2004 submission contained fee proposals used in past cases. *See* RP 2/17/12 at 40:9-24 (explaining the difference between the fee information in the RFQQ Response and the information in the 2004 submission). Additionally, the cumulative list of the Firm's portfolio monitoring clients in the RFQQ Response was not included in the 2004 submission. *Id.* at 40:24-25.

In any event, the PRA "does not provide for waiver of a claimed exemption." *Bainbridge Island Police Guild v. City of Puyallup*, 172 Wn.2d 398, 409, 259 P.3d 190 (2011). "The failure to object to a single public records request is only a relinquishment of the right to prevent that specific production. It is not an intentional and voluntary relinquishment of a person's right to privacy regarding all future requests for that document." *Id.* at 410.

b. RCW 42.56.270(11) Is Not Limited to Information Submitted to the Department of Social and Health Services

Appellant misreads RCW 42.56.270(11) and claims that it pertains only to information submitted to the department of social and health services. Appellant's reading of this exemption is wrong.

The subparts of RCW 42.56.270(11) are set off by semicolons indicating that they are independent clauses and as such each is a distinct, free-standing exemption. *See, e.g., McLeod v. Nagle*, 48 F.2d 189, 191 (9th Cir. 1931) (“The semicolon is used to separate independent clauses”) (quoting *Crowell's Dictionary of English Grammar* 527 (Thomas Crowell, 1928)); *see also* Modern Language Association, *MLA Handbook for Writers of Research Papers* 70 (7th ed. 2009). Accordingly, RCW 42.56.270(11) subsections (a) and (b), which cover “[a] vendor’s unique methods of conducting business” and “data unique to the product or services of the vendor,” are “independent clauses” and the provision that the information must be “submitted by any vendor to the department of social and health services” (RCW 42.56.270(11)(c)) “cannot be carried over to each of the [other] clauses.” *McLeod*, 48 F.2d at 191. To make the distinction even more pronounced, the disjunctive conjunction “or” precedes subsection (c) indicating that each of the exemptions in the three subparts of RCW

42.56.270(11) is to be understood separately from the others. As such, Appellant's distorted reading of RCW 42.56.270(11) fails.

c. The Protected Information Is Not Garden Variety Information, but Is Protected as Trade Secret Information Unique to the Firm's Business Practices

Appellant additionally argues that the evidence the Firm submitted to support a showing that the Protected Information was a trade secret was "too vague, conclusory and argumentative." Appellant's Brief at 32. This too lacks merit and is belied by the fact that the Superior Court reviewed the Protected Information *in camera* before making the determination that it qualified as a trade secret. Additionally, the AGO, who also had occasion to review the Protected Information, did not oppose the Firm's motion to enjoin disclosure of the Protected Information. See State's Response to Plaintiff's Motion for Permanent Injunctive Relief and Hearing Brief, Sub No. 38, at 9-11 (CP pages forthcoming).

Appellant further claims that the Protected Information does not qualify as a trade secret because it is simply "information as to [a] single or ephemeral event[] in the conduct of [a] business." Appellant's Brief at 35. Yet, language that Appellant himself cites from *PAWS*, 125 Wn.2d at 263, recognizes that "information . . . concerning business methods" qualifies as a trade secret. Appellant's Brief at 34. As discussed above, the Protected

Information concerns the Firm's "business methods." Moreover, the RFQQ Response forms the basis for an ongoing relationship with the State – both the WSIB as well as the AGO – and the Protected Information therefore relates to much more than a "single or ephemeral event[] in the conduct of [a] business." *Id.* at 35. Appellant's "garden variety" and "single or ephemeral" arguments are meritless.

D. The Protected Information Is Also Exempt from Disclosure Under RCW 42.56.270(6)

Disclosure of the Protected Information may also be enjoined pursuant to RCW 42.56.270(6), which exempts from disclosure "[f]inancial and commercial information supplied to the state investment board by any person when the information relates to the investment of public trust or retirement funds and when disclosure would result in loss to such funds or in private loss to the providers of this information." The Firm submitted its RFQQ Response after it was "identified by the [AGO] or [WSIB] as having expertise in securities litigation and related services." *See* CP 475. As explained in the RFQQ cover letter, law firms chosen by the AGO and the WSIB "must demonstrate . . . the ability to provide related services such as portfolio monitoring and claims identification and evaluation." *Id.*

Here, because the Firm's RFQQ Response was submitted in response to the AGO's and the WSIB's RFQQ it qualifies as "[f]inancial and

commercial information supplied to the state investment board.” RCW 42.56.270(6). Additionally, the information relates directly to the investment of public trust or retirement funds. Indeed, selected law firms were required to have, among other things, a demonstrated expertise in monitoring the WSIB’s portfolio of pension and retirement funds, which the Firm provides through its proprietary PMP. Moreover, disclosure of the Firm’s Protected Information would result in loss to the WSIB because it “could clearly reduce the State’s ability to procure the best legal services” and would otherwise result “in private loss to the providers of this information.” See CP 515:3-11; *see also supra* at 14.

E. Appellant’s Additional Arguments Are Meritless

Appellant makes a number of additional arguments, which he contends supports a finding of reversible error. First, Appellant argues that the Protected Information does not qualify as a trade secret because it has no value to competitors. There are, however, many ways that the Firm’s competitors and adversaries, including Appellant, could use the Protected Information to benefit themselves to the detriment of the Firm and its clients. *Supra* at 13-14, 21. For instance, competitors could use the Protected Information to solicit the Firm’s clients and thereby threaten the Firm’s relations with its clients, or attempt to copy or otherwise undercut its fee proposals. CP 501:2-7, CP 502:10-24, CP 504:7-17. To be sure, Appellant

himself concedes that he will use the Protected Information for private gain.
CP 484.

Appellant's further argument that his request serves the public interest by exposing the Firm's fee structure is likewise ludicrous. The Firm's fee awards are "awarded by the court" and are publicly available. *See* 15 U.S.C. §78u-4(a)(6). As such, the Firm's fee information is readily available for public scrutiny without the need to invade the Firm's intellectual property. Appellant's request thus serves no purpose but his own – the use of the Protected Information for his own private gain.

To that end, however, the Firm did not object to furnishing Appellant with what he purports to seek – publicly available data concerning 33 of the Firm's class action settlements that include the amounts and percentages of attorneys' fees awarded. Appellant, however, is intent on obtaining the Firm's confidential client and proprietary information for competitive and adversarial purposes.

In the same vein, Appellant makes similar unpersuasive arguments that disclosure of the Protected Information would be in the public interest. Appellant asserts that if the Superior Court's ruling is upheld any "bidder" for State business would be able to keep the information it provides secret. As an example, Appellant claims that a widget manufacturer seeking to sell

its product to the State could keep the price of its widgets from scrutiny and “state purchase decisions will be rendered opaque.” Appellant’s Brief at 41.

This case, however hardly involves a simple commercial contract for the sale of widgets. Nor does it deal with a “purchase decision” as Appellant defines it. Rather, any purchase decision will be made in the future if the WSIB decides to involve itself in securities litigation. CP 513:7-17. The RFQQ Response simply does not form a contract for litigation services, and any such contract will be separately negotiated by the State and its selected litigation counsel.

F. The Superior Court Applied the Correct Standard in Granting Injunctive Relief

Appellant argues that, even conceding that the PRA exemptions apply to prevent disclosure of the Protected Information, the injunction should still not have issued because, Appellant claims, the Superior Court did not comply with RCW 42.56.540. According to Appellant, the Superior Court erred by applying the less rigorous test set forth in *Tyler Pipe Indus., Inc. v. State, Dep’t of Revenue*, 96 Wn.2d 785, 638 P.2d 1213 (1982), a non-PRA case.

Contrary to Appellant’s argument, the Superior Court specifically invoked RCW 42.56.540 as the authority by which it issued the injunction, finding that the requirements of that statute were met. And, the Superior

Court's finding that RCW 42.56.540 had been satisfied is amply supported by the record.

RCW 42.56.540 provides:

The examination of any specific public record may be enjoined if, upon motion and affidavit by an agency or its representative or a person who is named in the record or to whom the record specifically pertains, the superior court for the county in which the movant resides or in which the record is maintained, finds that such examination would clearly not be in the public interest and would substantially and irreparably damage any person, or would substantially and irreparably damage vital governmental functions.

As such, the Superior Court may enjoin the disclosure of a public record when either (i) disclosure would not be in the public interest and would substantially and irreparably damage any person, or (ii) disclosure would substantially and irreparably damage vital government functions. RCW 42.56.540.

Here, evidence submitted to the Superior Court amply demonstrates that disclosure would not be in the public interest and would substantially and irreparably damage the Firm. Indeed, disclosure of the Firm's Protected Information would provide the public at large – including the Firm's competitors and adversaries – with access to the Firm's proprietary and trade secret information and will allow those competitors and adversaries to use the information for their own commercial advantage to the detriment of the Firm and its clients. For example, once the identity of the Firm's portfolio

monitoring clients and institutional investor contact information is made public, competitors could threaten the Firm's client relationships by attempting to provide competing portfolio monitoring or litigation services, or otherwise seek to dissuade clients from retaining the Firm. CP 497-500. Other competitor law firms and adversaries could even discourage the Firm's clients from taking the appropriate action to protect the WSIB's assets. *Id.* Competitors could also attempt to mimic the Firm's fee proposals and professional liability insurance in order to appear more competitive to clients, again, at the expense of the Firm. CP 500:20-502:24, CP 503:19-504:17, CP 505:10-15.

Additionally, as set forth above, *supra* at 15, 21, 36, disclosure of the Protected Information would not be in the public interest and would substantially and irreparably damage vital government functions because it "could clearly reduce the State's ability to procure the best legal services." CP 1181:4-11. Therefore, under either prong of RCW 42.56.540, the Firm satisfies the requirements for an injunction and the Superior Court properly enjoined disclosure of the Protected Information pursuant to RCW 42.56.540.

Indeed, potential suppliers of vital goods and services to the State would undoubtedly be discouraged from participating in the State's contracting process if proprietary information and trade secrets were to be laid bare to the detriment of both the State and the vendor. The Superior

Court properly applied RCW 42.56.540 to enjoin the disclosure of the Protected Information.

G. The Superior Court Did Not Err in Denying Appellant Fees and Costs

Finally, as Appellant himself concedes, he did not prevail in the February 17, 2012 decision that went against his argument opposing the permanent injunction. Neither did he succeed at the Superior Court hearing on April 20, 2012 that granted summary judgment to the AGO dismissing the claims he brought against it related to this matter. That ruling logically followed from the Superior Court's earlier injunction preventing disclosure of the Protected Information.

Appellant's claim against the AGO, that somehow one of its employees had improperly interfered with his right to obtain the Protected Information, could be viable only if Appellant had been entitled to those records. Since the Superior Court, however, had earlier enjoined their disclosure, Appellant's claim was no longer viable. Appellant therefore has no cause of action to recover penalties, fees, and costs here from the State under RCW 42.56.550(4) and its dismissal was proper.

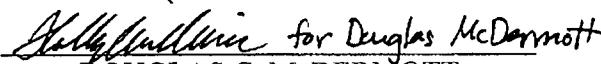
VI. CONCLUSION

Based on the foregoing, and as supported by the record, the Superior Court did not err in finding that the PRA's exemptions applied to enjoin

disclosure of the Protected Information. The Judgment of the Superior Court should be affirmed.

DATED: October 24, 2012 Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury under the laws of the State of Washington that on October 24, 2012, I caused a true and correct copy of the foregoing document to be served on the following in the manner indicated:

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Subject: RE: Gresham v. Robbins Geller, et al, No. 87393-3, attached filings with Supreme Court

Rec'd 10/24/2012

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Subject: Gresham v. Robbins Geller, et al, No. 87393-3, attached filings with Supreme Court

Hello,

Please find attached for filing Brief of Respondent in the Robbins Geller v. Washington case, cause number 11-2-02273-8, Supreme court cause number 87393-3. This document is being filed by Doug McDermott whose contact information is as follows:

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