

Court of Appeals Case No. 45728-8-II
Thurston County Superior Court Case No. 12-2-00670-6

**COURT OF APPEALS FOR THE STATE OF WASHINGTON
DIVISION TWO**

CH₂O, INC.,

Plaintiff/Appellant,

v.

MERAS ENGINEERING, INC.,

Defendant/Third-Party Plaintiff/Respondent

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RESPONDENT'S ANSWERING BRIEF

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I. INTRODUCTION

The Court of Appeals should affirm the Superior Court's order granting partial summary judgment to Respondent/Defendant Meras Engineering, Inc. ("Meras") and denying partial summary judgment to Appellant/Plaintiff CH₂O, Inc. ("CH₂O"). This case is a straightforward contract dispute, and resolution of this appeal depends solely on issues of contract interpretation. The unequivocal language of Section 9 of the 2007 Distributor Agreement between CH₂O and Meras unambiguously expresses the parties' intent that neither party to the Agreement shall be liable to the other for monetary damages arising out of the performance or non-performance of the Agreement. The express language of Section 9 is consistent with the balance of the Agreement because legal and equitable remedies remained available to the parties even after they waived their right to recover monetary damages. Although CH₂O now realizes that the language its President drafted in 2007 does not provide the remedy it seeks in this lawsuit, that realization does not justify a tortured reading that contradicts the clear language of Section 9. Because the Superior Court correctly ruled that Meras was entitled to judgment as a matter of law regarding the interpretation of Section 9 of the 2007 Distributor Agreement, the Superior Court's Order must be affirmed.

II. STATEMENT OF THE ISSUES

Meras is not seeking review of any decisions of the Superior Court. Meras, however, disagrees with CH₂O's statement of the issues related to the assignment of error, and offers the following restatement:

a. Does the language of Section 9 of the Distributor Agreement between CH₂O and Meras manifest the parties' intent to waive liability to one another for economic damages arising from a breach of the Agreement?

b. Was the Superior Court's interpretation of Section 9 prohibiting CH₂O from seeking economic damages from Meras for breach of the Agreement consistent with the remaining obligations of the Agreement?

c. Is CH₂O's proposed reading of the language of Section 9 of the Distributor Agreement to preclude only recovery for indemnity between the parties arising from third-party claims unreasonable?

d. Is CH₂O's proposed use of extrinsic evidence to modify the meaning of the language in the Distributor Agreement improper?

e. Should the Court construe any ambiguities, if they exist, against CH₂O as the drafter of the Agreement?

f. Should this Court award Meras its costs and attorneys' fees on appeal pursuant to Section 18 of the Distributor Agreement and RCW 4.84.330?

III. STATEMENT OF THE CASE

A. Factual Background

CH₂O and Meras entered into the Distributor Agreement at issue in this case in early 2007. CP 53. James Shaw, Meras's former Chief Financial Officer, negotiated and signed the Agreement on behalf of Meras. CP 53, 80, 171. Mr. Shaw resigned from Meras in May 2010. CP 80. Mr. Shaw never disclosed the existence of the 2007 Distributor Agreement to the rest of Meras's executive team, which consisted, both then and now, of Chief Executive Officer D. Bryan O'Connell and Chief Operating Officer Christopher Binfield.¹ CP 80.

CH₂O's subsequent actions indicate that the Agreement was not a high priority for CH₂O. Although the 2007 Distributor Agreement had been in place since approximately February 2007, CP 53, CH₂O did not contact Meras regarding its alleged duties under the Agreement until August 2011, four and a half years after the Agreement was signed. CP 80, 93. According to its responses to Meras's interrogatories, CH₂O did not

¹ CH₂O contends that Mr. O'Connell and Mr. Binfield knew of the agreement at the time it was executed. Mr. O'Connell denies that Mr. Shaw ever disclosed the agreement to his co-principals. In any event, Mr. O'Connell's and Mr. Binfield's knowledge of the existence of the agreement is immaterial to the resolution of this contractual dispute.

identify the 2007 Distributor Agreement and determine that there was a potential breach until 2011, when it conducted a review of its files in response to two unrelated lawsuits. CP 93.

On August 10, 2011, Mr. Binfield and Mr. O'Connell learned of the existence of the 2007 Distributor Agreement for the first time when Meras's former attorney forwarded to them a letter from CH₂O's attorney that attached the Agreement. CP 80, 83. Meras promptly exercised its termination rights under Section 14 of the Agreement by giving written notice to CH₂O of its intent to terminate the Agreement within 90 days. CP 80; *see* CP 73, ¶ 14.

B. Procedural Background

In January 2012, CH₂O filed this lawsuit seeking economic damages for Meras's alleged breach of the Agreement. CP 6-8 (Complaint). With its Answer, Meras filed a third-party complaint against its former principal, James Shaw, alleging claims arising from his negotiation and execution of the Agreement and his failure to disclose the Agreement to Mr. Binfield and Mr. O'Connell upon his separation from the company. CP 20-23. Following mandatory alternative dispute resolution, Meras agreed to dismiss its claims against Mr. Shaw with prejudice. CP 31-33.

In October 2012, CH₂O and Meras filed cross-motions for summary judgment regarding the interpretation of Section 9 of the 2007 Distributor Agreement. *See* CP 35-49; 125-136. The language of this provision is as follows:

9. **Limitation of Liability** Neither party shall be liable to the other for incidental, special, consequential or punitive damages, including but not limited to loss of profits, use of capital, or business opportunity, downtime costs or claims of customers of said party arising out of the performance, non-performance or termination of this Agreement, whether based upon strict liability, active or passive negligence, contract, breach of warranty or any other legal theory.

CP 72, ¶ 9. The Superior Court granted Meras's motion for summary judgment and denied CH₂O's motion. CP 184-87. The Superior Court held, "Plaintiff CH₂O, Inc. may not seek economic damages against Defendant Meras Engineering, Inc. for breach of the subject Distributor Agreement." CP 186.

On January 31, 2014, the Superior Court entered final judgment in Meras's favor and against CH₂O, reasoning that its summary judgment ruling regarding Section 9 of the Agreement disposed of all triable issues in this matter. CP 279-82. CH₂O filed a timely notice of appeal. CP 283-94 (Amended Notice of Appeal).

IV. ARGUMENT

A. Standard of Review

When reviewing an order on summary judgment, the Court of Appeals engages in the same inquiry as the trial court. *Wilson v. Steinbach*, 98 Wn.2d 434, 437, 656 P.2d 1030 (1982). Summary judgment is appropriate only if, viewing the facts and reasonable inferences most favorably to the nonmoving party, no genuine issues of material fact exist and the moving party is entitled to judgment as a matter of law. CR 56(c); *William G. Hulbert, Jr. and Clare Mumford Hulbert Revocable Living Trust v. Port of Everett*, 159 Wn. App. 389, 398, 245 P.3d 779 (2011). A genuine issue of material fact exists where reasonable minds could differ regarding the facts controlling the outcome of the litigation. *Id.* (citing *Wilson*, 98 Wn.2d at 437, 656 P.2d 1030). Contract interpretation is a question of law when “(1) the interpretation does not depend on the use of extrinsic evidence, or (2) only one reasonable inference can be drawn from the extrinsic evidence.” *Tanner Elec. Corp. v. Puget Sound Power & Light Co.*, 128 Wn.2d 656, 674, 911 P.2d 1301 (1996).

B. Section 9 of the 2007 Distributor Agreement Precludes CH₂O from Seeking Economic Damages Against Meras Arising From Alleged Non-performance of the Agreement.

The primary issue in this case is the meaning of Section 9 of the parties' 2007 Distributor Agreement. Section 9 of the Agreement states:

9. **Limitation of Liability.** Neither party shall be liable to the other for incidental, special, consequential or punitive damages, including but not limited to loss of profits, use of capital, or business opportunity, downtime costs or claims of customers of said party arising out of the performance, non-performance or termination of this Agreement, whether based upon strict liability, active or passive negligence, contract, breach of warranty or any other legal theory.

CP 72, ¶ 9. Because the language of Section 9 is reasonably susceptible of only one meaning—an express and unambiguous waiver of the parties’ liability to one another for monetary damages—the Superior Court’s order granting summary judgment to Meras must be affirmed.

1. Applicable Legal Standard

Washington follows the objective manifestation theory of contract interpretation, under which courts attempt to ascertain the intent of the parties “by focusing on the objective manifestations of the agreement, rather than on the unexpressed subjective intent of the parties.” *Hearst Commc’ns, Inc. v. Seattle Times Co.*, 154 Wn.2d 493, 503, 115 P.3d 262 (2005). Courts “impute an intention corresponding to the reasonable meaning of the words used,” and words are given their ordinary, usual, and popular meaning unless the agreement as a whole clearly demonstrates otherwise. *Id.* The court interprets what is actually written, not what was intended to be written. *Id.* at 504.

Under the context rule, extrinsic evidence relating to the context in which a contract is made may be examined to determine the meaning of specific words and terms. *See id.* at 502–03. Extrinsic evidence includes the subject matter and objective of the contract, all the circumstances surrounding the making of the contract, the subsequent acts and conduct of the parties, and the reasonableness of the respective interpretations urged by the parties. *Id.* at 502. Extrinsic evidence may *not*, however, be used to “‘show an intention independent of the instrument’ or to ‘vary, contradict or modify the written word.’” *Id.* at 503 (internal citation omitted). Moreover, extrinsic evidence of a party’s subjective, unilateral intent as to the contract’s meaning is not admissible. *Id.* (citing *Go2Net, Inc. v. C I Host, Inc.*, 115 Wn. App. 73, 60 P.3d 1245 (2003)). Ambiguities in a contract are construed against the contract drafter. *Lamar Outdoor Advertising v. Harwood*, 162 Wn. App. 385, 394, 254 P.2d 208 (2011).

2. The Language of Section 9 Unambiguously Waives the Parties’ Liability for Monetary Damages.

The language of Section 9 constitutes an unambiguous waiver of the parties’ right to sue one another for monetary damages for breach of the Agreement. Section 9 states that “neither party shall be liable to the other for incidental, special, consequential or punitive damages, including but not limited to loss of profits, use of capital or business opportunity,

downtime costs or claims of customers” arising out of the performance or non-performance of the Agreement. CP 72, ¶ 9. This language is reasonably susceptible of only one meaning: that the parties agreed not to hold one another liable for a broad range of monetary damages in the event a party failed to perform its duties under the Agreement. Because the reasonable meaning of the language of Section 9 clearly demonstrates the parties’ intent to waive liability for monetary damages, the Superior Court correctly granted summary judgment to Meras regarding Section 9.

C. The Superior Court’s Interpretation of Section 9 is Consistent with the Remaining Contract Obligations and Does Not Render Them Illusory.

Although CH₂O agrees that the language of Section 9 “appear[s] to prohibit either party from recovering any sort of damages for any type of breach of the agreement,” Appellant’s Brief at 9, CH₂O nevertheless argues that the Court should interpret the language to mean something other than what it says. CH₂O contends that reading Section 9 to preclude monetary damages would render other provisions of the contract illusory. Section 9, however, can be readily reconciled with the balance of the obligations of the agreement.

CH₂O first argues that Section 18 of the Agreement would be meaningless if Section 9 is read to waive liability for monetary damages. Section 18 provides for the recovery of costs and attorney’s fees by the

prevailing party in a dispute regarding the Agreement. CP 74, ¶ 18. CH₂O protests that the language in Section 18 stating that the costs and fees “shall be in addition to any other recovery resulting from the resolution of the dispute” would be illusory if Section 9 is interpreted as a waiver of monetary damages. A reasonable reading of Section 18, however, is that the Court shall award costs and fees in addition to any other award granted to the prevailing party, including a declaratory judgment or other equitable relief.² Section 18, therefore, can be read in harmony with Section 9.

Second, CH₂O argues that Section 13 would be rendered illusory if Section 9 is read to waive monetary damages. Section 13, the Force Majeure provision, disclaims the parties’ liability to one another in situations beyond the parties’ control. CP 73, ¶ 13. This provision, too, can easily be reconciled with Section 9. Just as the parties agreed to waive liability to one another for monetary damages resulting from ordinary performance or nonperformance of the Agreement, they also agreed to waive liability in the event forces beyond the parties’ control made

² CH₂O asks the court to assume, without citation, that “recovery” means “monetary damages.” To the contrary, the “ordinary, usual, and popular meaning” of “recovery” does not require a money judgment. *Hearst*, 154 Wn.2d at 503. *Webster’s II New College Dictionary* (3d ed. 2005) defines “recovery” as “1. An act, instance, process, or period of recovering. 2. A return to a normal condition. 3. Something gained or restored in recovering.” *Id.* at 949. “Recover” is defined as “1. To get back. 2. To restore (oneself) to a normal state. 3. To make up for.” *Id.* Webster’s also defines “recover” as “To win a favorable judgment in a lawsuit.” *Id.* None of these definitions requires an award of money for “recovery.” Rather, these definitions are consistent with an award of equitable or declaratory relief.

performance impossible. Interpreting Section 9 to mean what it says does not render either Section 18 or Section 13 illusory.

Finally, CH₂O argues that to interpret Section 9 to prohibit the recovery of monetary damages would render the rest of the Agreement meaningless because it would prevent the parties from enforcing one another's obligations under the Agreement. *Id.* CH₂O misreads the Agreement. The parties' waiver of monetary damages does not prohibit them from bringing other types of actions to enforce the terms of the Agreement. For example, there is no language in the Agreement that purports to limit the parties' right to file a claim for injunctive relief relating to the performance of the Agreement. Nor, as CH₂O recognized below, does the Agreement limit the parties' right to file a declaratory judgment action to resolve disputes about the parties' rights and obligations under the Agreement. *See* CP 39. Contrary to CH₂O's contention, the Agreement does not foreclose the parties from enforcing their obligations to one another.

In light of the availability of these remedies, CH₂O's reliance on *City of Tacoma v. City of Bonney Lake*, 173 Wn.2d 584, 269 P.3d 1017 (2012), is clearly misplaced. *City of Tacoma* involved a broad indemnity provision in the City of Tacoma's water service franchise agreements with several municipalities that stated:

[Tacoma] hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the [municipality] . . . *from any and all claims*, costs, judgments, awards or liability to any person.

Id. at 593 (emphasis added). The municipalities argued that because any enforcement action to compel performance would be a “claim” arising under the contract, the indemnity provision completely precluded the City of Tacoma from filing *any action whatsoever* against any other party to the contract. *Id.* at 593. According to the municipalities, this prohibition extended to precluding the declaratory judgment action at issue in the case, which Tacoma had filed to determine the rights of the parties under the contract. *Id.* The Supreme Court disagreed with the municipalities and held that the indemnification language did not prohibit the City of Tacoma from suing another party to the contract. *Id.* The Court explained that its interpretation was necessary to avoid the “absurd result” of precluding Tacoma from disputing its obligations under the contract. *Id.*

Here, in sharp contrast to *City of Tacoma*, the language of Section 9 of the 2007 Distributor Agreement disclaims only liability for monetary damages. Section 9 does not prohibit either party from disputing its obligations under the contract. To the contrary, as discussed above, other legal and equitable remedies remain available to the parties. Therefore, *City of Tacoma* is inapposite.

D. CH₂O's Proposed Reading of Section 9 as Precluding Only Recovery for Indemnity Between the Parties Arising From Third-Party Claims is Unreasonable.

CH₂O argues that the Court should interpret Section 9 to limit the parties' liability to one another only with respect to claims brought by third-parties. CH₂O's proposed interpretation cannot be reconciled with the language of Section 9. Section 9 includes liability for the claims of third parties as *only one* of multiple types of damages waived by the parties:

. . . Neither party shall be liable to the other for incidental, special, consequential or punitive damages, *including but not limited to* loss of profits, use of capital, or business opportunity, downtime costs *or claims of customers of said party* arising out of the performance, non-performance or termination of this Agreement. . . .

CP 72, ¶ 9. This provision clearly states that neither party is liable to the other for damages, *including but not limited to* several named categories of damages. Claims brought by the customers of the parties is only one of several enumerated categories of damages waived by the parties, in addition to lost profits, use of capital, business opportunity, and downtime costs. By arguing that the Court should limit the application of the Section 9 waiver to only the claims of third-parties, CH₂O effectively asks the Court to strike a significant portion of Section 9's language. This the Court cannot do. *See Pub. Util. Dist. No. 1 of Lewis Cnty. v. Wash. Pub. Power Supply Sys.*, 104 Wn.2d 353, 374, 705 P.2d 1195 (1985) (noting

that an interpretation which gives a reasonable, fair, just and effective meaning to all manifestations of intention is preferred to an interpretation which leaves a part of such manifestations unreasonable, imprudent or meaningless). Thus, the Court should reject CH₂O's proposed interpretation of Section 9.

To support its interpretation of Section 9, CH₂O argues that interpreting the language of Section 9 to mean what it says would leave a party with no recourse if it did not discover a breach until after the other party terminated the agreement. In doing so, CH₂O essentially asks the Court to excuse it for resting on its rights. Under the terms of the Agreement, CH₂O could have brought suit to compel Meras's performance at any time during the four and a half years between the date the Agreement was signed and the day CH₂O finally gave notice of breach to Meras. Instead, CH₂O waited more than four years to communicate anything to Meras about the Agreement, and Meras exercised its rights under Section 14 of the Agreement by giving 90 days' notice of termination of the Agreement. CH₂O must not now be rewarded for its failure to timely assert its contractual rights.

E. Because Extrinsic Evidence Cannot Change the Meaning of Section 9, CH₂O's Proposed Use of Extrinsic Evidence is Improper.

CH₂O seeks to introduce extrinsic evidence in an attempt to convince the Court to rewrite the language of Section 9, which clearly expresses the parties' intent to waive the right to seek monetary damages from one another arising out of the performance or nonperformance of the Agreement. Although a court may consider extrinsic evidence to determine the meaning of specific words and terms, it will not consider such evidence to "show an intention independent of the instrument" or to "vary, contradict or modify the written word." (internal citation omitted). *Hulbert*, 159 Wn. App. at 402, 245 P.3d 779 (quoting *Hearst Commc'ns*, 154 Wn.2d at 503, 115 P.3d 262, and holding that the trial court properly granted summary judgment in favor of defendants when plaintiffs offered evidence of their subjective understanding of the agreement instead of the parties' mutual intent). Rather, "it is the duty of the court to declare the meaning of what is written, and not what was intended to be written." *Berg v. Hudesman*, 115 Wn.2d 657, 669, 801 P.2d 222 (1990). Here, CH₂O seeks to introduce extrinsic evidence for the improper purpose of attempting to vary, contradict, or modify the written language of the Agreement. This is an improper use of extrinsic evidence, and the Court must not allow it.

In any event, CH₂O's purported extrinsic evidence does not help its case. Extrinsic evidence would not aid the Court's understanding of any of the specific words used in Section 9. Moreover, CH₂O does not present any contemporaneous extrinsic evidence that supports its interpretation of Section 9. The only contemporaneous evidence in the record regarding the negotiation of the Distributor Agreement consists of two draft versions of the Agreement, dated September 7, 2006, and January 13, 2007. See CP 57-63 (September 7, 2006), CP 64-69 (January 13, 2007). These drafts shed no light on the parties' intent regarding the remedies available under the Agreement. To the contrary, the drafts include the exact same Section 9 language that appears in the final Agreement. *Compare* CP 58, ¶ 9 *and* CP 65, ¶ 9 *with* CP 72, ¶ 9. The drafts differ only in the terms governing the termination of the Agreement, amendments to the list of products and the covenant not to compete. Thus, although the drafts show that the parties negotiated the terms governing the termination of the Agreement and amendments to the product Addendum, neither draft sheds any light on the parties' understanding of Section 9 or of the parties' intent regarding contractual remedies. Finally, there are no material differences between the 1/13/2007 Agreement and the final signed Agreement aside from the addition of a product list. *Compare* CP 64-69 *with* CP 71-78. The

draft Agreements thus do not lend any support to CH₂O's interpretation of Section 9.

CH₂O also relies on the recent Declarations of Tony McNamara and former third-party Defendant James Shaw as extrinsic evidence supporting its interpretation of the language of Section 9. *See* CP 51-55 (McNamara); 170-73 (Shaw). Both Declarations were drafted in the context of briefing the cross-motions in the Superior Court, and in them, Mr. McNamara and Mr. Shaw state that Section 9 was not intended to limit the parties' right to monetary remedies. Neither Declaration, however, provides contemporaneous objective evidence reflecting the parties' intent at the time they entered into the Agreement. Instead, the Declarations constitute self-serving attempts by Meras's opponents in this litigation to rewrite the parties' Agreement long after Mr. McNamara and Mr. Shaw agreed to the unambiguous waiver of damages. CH₂O's attempt to use the Declarations to contradict the written language of Section 9 is an improper use of extrinsic evidence.³

Because CH₂O seeks to introduce extrinsic evidence for an impermissible purpose, and because there is no extrinsic evidence in the

³ Other extrinsic evidence supports Meras's reading of Section 9. Extrinsic evidence includes the subsequent acts and conduct of the parties. *Hearst*, 154 Wn.2d at 502. It is undisputed that CH₂O never attempted to enforce the Distributor Agreement against Meras until other, unrelated litigation arose. Had the Distributor Agreement provided for monetary damages, CH₂O would have been unlikely to sit on its rights for four and a half years before alerting Meras to a potential breach.

record that bears on the interpretation of Section 9, the Court should decline CH₂O's invitation to look beyond the language of the Agreement.

F. Ambiguities, If They Exist, Should Be Construed Against the Drafter, CH₂O.

Meras stands firm in its contention that Section 9 constitutes an unambiguous waiver of the parties' right to sue one another for monetary damages. If, however, the Court finds that the Agreement is ambiguous with respect to the parties' liability for damages, it should construe the language against CH₂O, which drafted the Agreement. *See* CP 48, 53 (acknowledging that CH₂O was the drafter of the Agreement).

If extrinsic evidence does not resolve an ambiguity in a contract, courts will construe the contract against the drafter. *King v. Rice*, 146 Wn. App. 662, 671, 191 P.3d 946 (2008) (citing *Queen City Sav. & Loan Ass'n v. Mannhalt*, 111 Wn.2d 503, 513, 760 P.2d 350 (1988)); *see also* *Guy Stickney, Inc. v. Underwood*, 67 Wn.2d 824, 827, 410 P.2d 7 (1966); *Forbes v. Am. Bldg. Maintenance Co. West*, 148 Wn. App. 273, 288, 198 P.3d 1042 (2009), affirmed in part, reversed in part on other grounds by 170 Wn.2d 157, 240 P.3d 790 (2010); *Universal/Land Const. Co. v. City of Spokane*, 49 Wn. App. 634, 638, 745 P.2d 53 (1987). As discussed above, CH₂O introduced no extrinsic evidence in this case that supports its interpretation of Section 9 of the Agreement. Thus, if the Court concludes

that the language of the Agreement is ambiguous, the Court must construe any ambiguity against the drafter and hold that CH₂O is not entitled to summary judgment regarding its interpretation of Section 9.

G. This Court Should Affirm the Judgment of the Superior Court and Award Meras Attorneys' Fees and Costs Under Section 18 of the 2007 Distributor Agreement and RCW 4.84.330.

Meras requests that the Court of Appeals award it the costs, disbursements, and reasonable attorneys' fees incurred in responding to CH₂O's appeal of the Superior Court's Order and Judgment.

RAP 18.1(a) and (b) provide that if applicable law grants a party the right to recover reasonable attorneys' fees or expenses on review before the Court of Appeals, the party must request the fees or expenses in its opening brief. Section 18 of the 2007 Distributor Agreement between the parties provides, in relevant part:

In the event of a dispute over any part of this Agreement, the parties agree that . . . the prevailing party shall be entitled to recover from the losing party any costs, disbursements, and reasonable attorney fees incurred in such dispute.

CP 74, ¶ 18. Because the Distributor Agreement provides for an award of attorneys' fees and costs to the prevailing party in any dispute over the Agreement, Meras respectfully requests that the Court award it the costs, disbursements, and reasonable attorneys' fees it has incurred in responding to CH₂O's appeal.

V. CONCLUSION

This Court should affirm the Superior Court's order granting partial summary judgment to respondent Meras and denying partial summary judgment to CH₂O; affirm the entry of judgment in favor of Meras; and award Meras costs and attorneys' fees on appeal.

RESPECTFULLY SUBMITTED this 7th day of July 2014.

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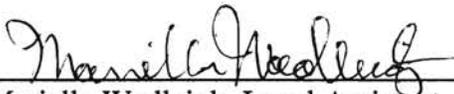
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I, Mariella Wadleigh, legal assistant to counsel for Defendant/Third-Party Plaintiff/Respondent Meras Engineering, Inc. declare that on July 7, 2014, I sent for filing and service via U.S. Postal Service, First Class postage prepaid, the Respondent's Answering Brief to the Clerk of the Washington Court of Appeals, Division II.

I further declare that on this date, I also sent for service via facsimile and email the Respondent's Answering Brief to the parties listed below:

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DATED: July 7, 2014



Mariella Wadleigh, Legal Assistant

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, Steven B. Frank, certify that I know or have satisfactory evidence that Mariella Wadleigh is the person who appeared before me, and said person acknowledged that she signed this Affidavit of Service and acknowledged it to be her free and voluntary act for the uses and purposes mentioned herein.

DATED: July 7, 2014


By: 

NOTAR  and for the
State of Washington
My commission expires: 4/19/16