

NO. 49836-7-II

COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON

EDNA ALLEN, an individual,

and

MANUFACTURED HOUSING DISPUTE RESOLUTION PROGRAM,
WASHINGTON STATE ATTORNEY GENERAL'S OFFICE,

Petitioners,

v.

DAN & BILL'S RV PARK,

Respondent.

ANSWER TO AMICUS CURIAE BRIEF BY
PETITIONER STATE OF WASHINGTON

ROBERT W. FERGUSON
Attorney General

AMY TENG
WSBA No. 50003
Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
800 Fifth Avenue, Suite 2000
Seattle, WA 98104
(206) 464-7745

TABLE OF CONTENTS

I. INTRODUCTION.....1

II. ARGUMENT2

 A. The Legislature Intended MHLTA to Protect Tenants2

 B. The Act Applies to Certain Recreational Vehicles That Meet the Definition of “Park Model”3

 1. A recreational vehicle does not have to be permanently affixed or immobilized in a park to be considered a “park model”3

 2. Because recreational vehicles serve as year-round primary residences, their owners should be protected under the Act5

 C. The Legislature Did Not Intend for Tenants to Have the Right to Waive Their Protections Under the MHLTA, Because Contracting Around MHLTA Only Favors Landlords8

III. CONCLUSION10

Attachment A

TABLE OF AUTHORITIES

Cases

<i>Brotherton v. Jefferson Cty.</i> , 160 Wn. App. 699, 701 n.1, 249 P.3d 666 (2011).....	4
<i>Cf. Manufactured Hous. Communities of Washington v. State</i> , 142 Wn.2d 347, 13 P.3d 183 (2000).....	3
<i>Holiday Resort Cmty. Ass'n v. Echo Lake Associates, LLC</i> , 134 Wn. App. 210, 135 P.3d 499 (2006), as amended on denial of reconsideration (Aug. 15, 2006).....	9
<i>Lawson v. City of Pasco</i> , 168 Wn.2d 675, 230 P.3d 1038 (2010).....	5
<i>McGahuey v. Hwang</i> , 104 Wn. App. 176, 15 P.3d 672 (2001).....	2, 10
<i>Newby v. Gerry</i> , 38 Wn. App. 812, 690 P.2d 603 (1984).....	10
<i>Seashore Villa Ass'n v. Hugglund Family Ltd. P'ship</i> , 163 Wn. App. 531, 260 P.3d 906 (2011) (accord).....	10
<i>W. Plaza, LLC v. Tison</i> , 184 Wn.2d 702, 364 P.3d 76 (2015).....	9

Statutes

RCW 59.18	8
RCW 59.20.030	6
RCW 59.20.030(10).....	4
RCW 59.20.030(14).....	4
RCW 59.20.030(17).....	4

RCW 59.20.040	8
RCW 59.20.060(2)(d)	9
RCW 59.22.010(1)(a)	2
RCW 59.30.010(1).....	2, 9

Other Authorities

Hearing Before the S. Fin. Insts., Hous. & Ins. Comm. on S.B. 6384, 61st Leg., Reg. Sess., at 53:55 (Wash. Jan. 27, 2010, 3:30 PM), http://www.tvw.org/watch/?eventID= 2010011059	6
Mem. of Amicus Curiae MHCW (Jun. 24, 2008), <i>Lawson v. City of Pasco</i> , 168 Wn.2d 675, 230 P.3d 1038 (2010), No. 81636-1.....	7

I. INTRODUCTION

Amicus Curiae Manufactured Housing Communities of Washington (MHWC), a self-described association for manufactured housing owners in Washington State, offers a troubling restatement of the legislative intent of the Manufactured/Mobile Home Landlord Tenant Act (MHLTA or the Act) and calls upon this Court to replace the Legislature's intent with MHWC's desire to make tenants waive their protections under the Act under the guise of "freedom of contract." This Court should resist that call.

The Legislature passed the Act to correct for the inherent lack of balance in negotiating power between tenants and mobile home park owners. Because the natural imbalance is in favor of landlords, there is no need to extend any greater leverage for park owners. Moreover, allowing tenants to waive protections under the Act is anathema to the very needs of this housing population. Many of the tenants who, like Edna Allen, live in park models in mobile home parks are low-income and elderly. They can ill afford the "freedom" to waive tenant protections under MHLTA. MHCW sets up a false choice that only exposes the vulnerabilities of this population.

II. ARGUMENT

A. The Legislature Intended MHLTA to Protect Tenants

As the Attorney General has outlined in his Opening and Reply Briefs, MHLTA extends tenant protections to those who live in manufactured housing and mobile home parks. The Legislature acknowledges that these parks “provide a source of low-cost housing to the low income, elderly, poor and infirmed, without which they could not afford private housing.” RCW 59.22.010(1)(a). But the Legislature also found:

[o]nce occupancy has commenced, the difficulty and expense in moving and relocating a manufactured/mobile home can affect the operation of market forces and lead to an inequality of the bargaining position of the parties. Once occupancy has commenced, a tenant may be subject to violations of the [MHLTA] without an adequate remedy at law. This chapter is created for the purpose of protecting the public, fostering fair and honest competition, and regulating the factors unique to the relationship between the manufactured/mobile home tenant and the manufactured/mobile home community landlord.

RCW 59.30.010(1). The express purpose of the Act is to protect the public and principally tenants in manufactured/mobile home communities from being subject to harsh terms of tenancy or retaliation by their landlords. *McGahuey v. Hwang*, 104 Wn. App. 176, 182, 15 P.3d 672 (2001) (noting

“that one significant purpose of the MHLTA is to give heightened protection to mobile home tenants”).¹

B. The Act Applies to Certain Recreational Vehicles That Meet the Definition of “Park Model”

1. A recreational vehicle does not have to be permanently affixed or immobilized in a park to be considered a “park model”

MHCW claims that “[t]he protections of the MHLTA do not apply to recreational vehicles which are not immobilized or permanently affixed to a manufactured home lot, whether or not they are used as a primary residence.” Amicus Br. at 14. MHCW is wrong on the law.

In order to unpack this claim, the Court must review other definitions contained within the MHLTA. A “mobile home park” under the Act can be:

Any real property which is rented or held out for rent to others for the placement of two or more mobile homes, manufactured homes, or park models for the primary purpose of production of income, except where such real property is rented or held out for rent for seasonal recreational purpose only and is not intended for year-round occupancy.

¹ MHCW argues that MHLTA must be strictly construed because it is “in derogation of the common law” and deprives the park owners of a fundamental attribute of ownership. This is incorrect. MHLTA governs the landlord-tenant relationship once occupancy has commenced. In this case, Edna Allen was not asserting the right to own any part of the park; she merely wanted the tenant protections under the Act enforced. *Cf. Manufactured Hous. Communities of Washington v. State*, 142 Wn.2d 347, 13 P.3d 183 (2000) (finding statute requiring landlords to offer tenants right of first refusal in property sale to be an unconstitutional taking).

RCW 59.20.030(10). A park model, in turn, is a “recreational vehicle intended for permanent or semi-permanent installation and is used as a primary residence.” RCW 59.20.030(14). By its statutory definition, a recreational vehicle does not need to be permanently affixed or immobilized to qualify as a park model.

In its brief, MHCW focuses exclusively on a partial definition of “recreational vehicle” under the Act² – or rather, what a recreational vehicle is *not* – to claim that only those recreational vehicles that are “both intended as a primary residence and immobilized or permanently affixed to a manufactured home lot” may be subject to the MHLTA. *See* Amicus Br. at 14. In fact, MHCW presents only a distorted definition of “recreational vehicle” to the Court³, and more significantly, MHCW does not address the definition of “park model” at all. By the express terms of the statute, recreational vehicles do not need to be permanently installed in the park to be considered a park model under the Act.

² A recreational vehicle under the Act is “a travel trailer, motor home, truck camper, or camping trailer that is primarily designed and used as temporary living quarters, is either self-propelled or mounted on or drawn by another vehicle, is transient, is not occupied as a primary residence, and is not immobilized or permanently affixed to a mobile home lot.” RCW 59.20.030(17).

³ Like *Dan & Bill’s*, MHCW cites *Brotherton v. Jefferson Cty.*, 160 Wn. App. 699, 701 n.1, 249 P.3d 666 (2011) to present another definition of “park model” found in another unrelated statute. This definition was not considered “persuasive evidence” by the administrative law judge as having to do with land use and not governing landlord-tenant relationships. For the same reason, the statutes regarding installation of manufactured homes and recreational vehicles have no bearing on the meaning of “park model” under the Act – they are unrelated statutes not within the scope of landlord-tenant actions in manufactured/mobile home communities.

2. Because recreational vehicles serve as year-round primary residences, their owners should be protected under the Act

MHCW complains that “Dan & Bill’s RV Park elected to designate itself as an RV park and offer recreational vehicles lots for rent to its customers.” Amicus Br. at 9. It is not fair, MHCW argues, that “a tenant’s retroactive and subject intent to use a recreational vehicle as a primary residence controls whether the MHLTA applies, rather than whether the recreational vehicle is objectively immobilized or permanently installed and therefore more difficult to remove.” *Id.* at 8.

First, as discussed above in Section II.B.1., park models do not need to be immobilized or permanently installed in parks. Second, none of the tenants of Dan & Bill’s RV Park (Dan & Bill’s) who testified at the administrative hearing were “snowbirds” who only resided at Dan & Bill’s during the summer seasons; to the contrary, they lived there year-round, and they paid rent to Dan & Bill’s year-round. MHCW cannot now claim that Dan & Bill’s was unaware that its tenants were not campers or snowbirds but year-round tenants. As noted in *Lawson v. City of Pasco*, 168 Wn.2d 675, 684, 230 P.3d 1038 (2010), MHLTA does not require a park owner to lease a lot designed for a mobile home to the owner of a recreational vehicle, but if a park owner chooses to and once the tenancy exists, the statute “regulates recreational vehicle tenancies.”

Finally, and more to the point, MHCW and the Legislature are well aware that recreational vehicles can and do serve as primary residences in mobile home parks, and that tenants owning these recreational vehicles deserve protections under the Act. As noted in the Attorney General's Opening and Reply Briefs, MHCW testified in support of bills amending MHLTA, affirming in testimony that tenants living in RVs full-time should be offered protections through MHLTA. *See, e.g.*, Hearing Before the S. Fin. Insts., Hous. & Ins. Comm. on S.B. 6384, 61st Leg., Reg. Sess., at 53:55 (Wash. Jan. 27, 2010, 3:30 PM), <http://www.tvw.org/watch/?eventID=2010011059> (John Woodring, attorney and park owner advocate, testifying "Let me state here unequivocally, that under the [MHLTA] . . . RVs that are primary residences . . . in manufactured housing communities . . . are subject to the [Act]"); *id.* (Walt Olsen, attorney representing MHCW, testifying that "the definition of 'park model' in 59.20.030 includes recreational vehicles that are intended as primary residences"). MHCW has testified in support of bills strengthening tenant protections and has acknowledged that tenants do live in park models and RVs year-round and should be afforded protections under the Act.

Additionally, when the City of Pasco's ordinance threatened the placement of recreational vehicles in mobile home parks, MHCW filed an

amicus brief *in support of* tenants occupying recreational vehicles as their primary residences in mobile home parks. Mem. of Amicus Curiae MHCW at 2 (Jun. 24, 2008), *Lawson v. City of Pasco*, 168 Wn.2d 675, 230 P.3d 1038 (2010), No. 81636-1 (“[a] recreational vehicle used as a primary residence in a mobile home park/manufactured housing community is subject to the MHLTA”), attached hereto as Attachment A.

In *that* amicus curiae brief, MHCW made clear that “[m]any communities rent mobile home lots to tenants occupying recreational vehicles as their primary residences. In some communities, the majority of the lots are occupied by recreational vehicles.” *Id.* The tenants who live there “have occupied recreational vehicles as their homes in communities sometimes for many years. It is what they have been able to afford. A community provides them with a neighborhood environment and the security to stay put and live their lives.” *Id.* at 3. In the other amicus brief, MHCW argues that without the year-round tenants, the lots would be “vacant and difficult to replace with single-wide mobile/manufactured homes. The owner’s income [would be] drastically down.” *Id.* at 2. Apparently, those considerations no longer suit MHCW’s purpose in this appeal. It is disingenuous for MHCW to disclaim their former position now in favor of stripping tenant protections from a vulnerable population.

C. The Legislature Did Not Intend for Tenants to Have the Right to Waive Their Protections Under the MHLTA, Because Contracting Around MHLTA Only Favors Landlords

MHCW contends that landlords and park model tenants “should be allowed to designate whether a lot is to be rented as a manufactured home lot or as a recreational vehicle lot at the commencement of the tenancy.”

Amicus Br. at 14. If it should be a manufactured home lot, and:

[i]f a tenant uses a recreational vehicle as a primary residence, but does not immobilize or permanently affix the RV to the lot, the tenant should be allowed to sign a recreational vehicle rental agreement which does not automatically renew . . . by virtue of RCW 59.20.050 and RCW 59.20.090(1).

Id. at 14-15.

If that sounds like a waiver of MHLTA, MHCW goes further to make it more transparent: “[I]f a tenant uses a recreational vehicle as a primary residence, the tenant should be allowed to at least voluntarily waive any right they may have under the MHLTA, and allow either the landlord or tenant to terminate any recreational vehicle tenancy upon proper notice under Ch. 59.18 RCW⁴.” *Id.* at 15.

⁴ RCW Chapter 59.18, the Residential Landlord-Tenant Act (RLTA), does not apply to the manufactured/mobile home community setting, not least of which because the Legislature so intended and the MHLTA explicitly so states. RCW 59.20.040 (“[MHLTA] shall regulate and determine the legal rights, remedies, and obligations arising from any rental agreement between a landlord and a tenant regarding a mobile home lot and including specific amenities within the mobile home park . . . where the tenant has no ownership interest in the property. . . All such rental agreements shall be unenforceable to the extent of any conflict with any provision of this chapter.”). RLTA does not apply for good reason; in mobile home parks, the tenants own their park model

In enacting MHLTA, the Legislature sought to correct the “inequality of the bargaining position” between landlords and tenants in manufactured/mobile home communities. RCW 59.30.010(1). Allowing tenants to waive their protections under the Act would contravene the legislative intent of the MHLTA. Indeed, the Legislature expressly prohibits waivers of tenants’ rights and remedies under the Act from appearing in any rental agreement executed between the landlord and tenant. RCW 59.20.060(2)(d) (“Any rental agreement executed between the landlord and tenant shall not contain any provision . . . [b]y which the tenant agrees to waive or forego rights or remedies under this chapter . . .”).

Moreover, the Act contains provisions that benefit tenants in negotiating with the park owners. *See Holiday Resort Cmty. Ass'n v. Echo Lake Associates, LLC*, 134 Wn. App. 210, 224, 135 P.3d 499 (2006), *as amended on denial of reconsideration* (Aug. 15, 2006) (“To promote long term and stable mobile home lot tenancies, the Legislature established an unqualified right at the beginning of the tenancy to a one-year term, automatic renewal at the end of the one-year rental term, and the right to a

homes. If evicted, the park models must go with them, and as the Legislature noted, the difficulty and expense in moving and relocating those vehicles sets them apart from tenants in other housing environments. *See W. Plaza, LLC v. Tison*, 184 Wn.2d 702, 714, 364 P.3d 76 (2015) (“The legislature specifically enacted the MHLTA separately from the Residential Landlord Tenant Act because that act did not address the need, unique to mobile home owners, for stable, long-term tenancy.”).

one-year term at any anniversary date of the tenancy.”); *McGahuey*, 104 Wn. App. at 183 (noting that the Act provides for provided for automatic renewal and a long notice period for rent increases; parties can alter certain terms at annual renewal, not at commencement of tenancy); *Seashore Villa Ass'n v. Hugglund Family Ltd. P'ship*, 163 Wn. App. 531, 541, 260 P.3d 906 (2011) (accord). When the legislative intent is so clearly stated, the Court should not entertain any alternate meaning. *See Newby v. Gerry*, 38 Wn. App. 812, 814, 690 P.2d 603 (1984) (“Clear legislative intent, drawn from the statute as a whole, should control interpretation . . .”).

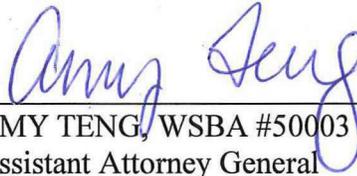
III. CONCLUSION

MHCW tries to create a subclass of tenants in manufactured/mobile home parks who, by dint of living in recreational vehicles as their primary residence, should, according to MHCW, be excluded from the protections of the MHLTA as a matter of statutory construction or, alternatively, should have the “freedom” to voluntarily waive such protections at the time they sign the tenancy agreement. What the MHCW proposes tilts the playing field steeply in favor of landlords. As MHCW knows and once advocated, many of these tenants are low-income and elderly; their park models are in poor condition and would not be accepted at other parks. They can ill afford to lose their place at a mobile home

park. MHCW's alternative for the Court – to allow RV tenants to waive their protections under the MHLTA – is calculated to exploit tenants' vulnerability, disguised as freedom of contract. This Court should reject MHCW's position and interpret the MHLTA to level the playing field for tenants and landlords as the Legislature intended.

RESPECTFULLY SUBMITTED this 21st day of September, 2017.

ROBERT W. FERGUSON
Attorney General



AMY TENG, WSBA #50003
Assistant Attorney General
Attorneys for Respondent
State of Washington

CERTIFICATE OF SERVICE

I certify that I served a copy of the forgoing on the following party/parties via the following methods:

<p>Seth S. Goodstein Carolyn A. Lake Goodstein Law Group PLLC 501 S G St. Tacoma, WA 98405-4715 Email: sgoodstein@goodsteinlaw.com clake@goodsteinlaw.com</p>	<p><input type="checkbox"/> Legal Messenger <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid <input type="checkbox"/> Certified Mail, Receipt Requested <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> COA E-Service <input checked="" type="checkbox"/> Email</p>
<p>Dan Robert Young Attorney at Law 1000 2nd Ave. Ste. 3200 Seattle, WA 98104-1074 Email: dan@truthandjustice.legal</p>	<p><input type="checkbox"/> Legal Messenger <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid <input type="checkbox"/> Certified Mail, Receipt Requested <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> COA E-Service <input checked="" type="checkbox"/> Email</p>
<p>Walter H. Olsen Deric N. Young Olsen Law Firm PLLC 205 S. Meridian Puyallup, WA 98371 Email: walt@olsenlawfirm.com deric@olsenlawfirm.com</p>	<p><input type="checkbox"/> Legal Messenger <input checked="" type="checkbox"/> First-Class Mail, Postage Prepaid <input type="checkbox"/> Certified Mail, Receipt Requested <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> COA E-Service <input checked="" type="checkbox"/> Email</p>

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 21st day of September, 2017, at Seattle, Washington.

/s/ Sarah Laycock
 SARAH LAYCOCK
 Legal Assistant

Attachment A

RECEIVED
SUPREME COURT
STATE OF WASHINGTON

2008 JUN 11 P 2:36

BY RONALD R. CARPENTER

CLERK

NO. 81636-1

81636-1
FILED
JUN 24 2008

CLERK OF SUPREME COURT
STATE OF WASHINGTON

[Signature]

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

PAUL LAWSON,

Petitioner,

vs.

CITY OF PASCO, a municipal corporation,

Respondent.

AMICUS CURIAE MEMORANDUM OF
MANUFACTURED HOUSING COMMUNITIES OF WASHINGTON

John E. Woodring, WSBA #6781
2120 State Ave. N.E., Suite #201
Olympia, WA 98506-6514
(360) 754-7667

Attorney for Manufactured
Housing Communities of Washington

I. IDENTITY OF AMICUS CURIAE

Manufactured Housing Communities of Washington (MHCW) is a trade association representing manufactured housing community owners. MHCW members operate approximately 30,500 mobile home lots. As of October 17, 2006, the Office of Manufactured Housing at the Washington Department of Community, Trade, and Economic Development listed 1,639 mobile home communities with 65,922 lots in Washington. MHCW members operate approximately 46% of the total mobile home lots in the State. Communities that are not members of MHCW also have tenants living in recreational vehicles as their primary residences occupying mobile home lots.

II. ISSUE PRESENTED FOR REVIEW

MHCW acknowledges the statement of issues set forth in the petition for review.

III. STATEMENT OF THE CASE

MHCW acknowledges the statement of the case in the petition for review, as well as the recitation of the facts in the Court of Appeals opinion.

IV. ARGUMENT WHY REVIEW SHOULD BE ACCEPTED

The Court of Appeals decision interpreting local government's control over recreational vehicles that are primary residences in a

manufactured housing community, and subject to the Manufactured/Mobile Home Landlord-Tenant Act, RCW 59.20 (MHLTA), involves an issue of substantial public interest. RAP 13.4(b)(4).

A “mobile home park” or “manufactured housing community” is any real property rented for the placement of two or more mobile or manufactured homes. RCW 59.20.030(6). A recreational vehicle used as a primary residence in a mobile home park/manufactured housing community is subject to the MHLTA. RCW 59.20.030(9).

Many communities rent mobile home lots to tenants occupying recreational vehicles as their primary residences. In some communities, the majority of the lots are occupied by recreational vehicles. For example, the Sea Breeze Mobile Home and RV Park in Port Townsend has 33 recreational vehicle tenants. University Mobile Home Park in Spokane has nine recreational vehicle lots or 8.5% of their total lots. Paradise Mobile Home Park in Kent has eight primary residence tenants in recreational vehicles.

Westburg Mobile Home Park was recently cited by Snohomish County for having 11 recreational vehicles in the Park. The lots are now vacant and difficult to replace with single-wide mobile/manufactured homes. The owner’s income is drastically down.

The Court of Appeals opinion will have life changing consequences on tenants occupying recreational vehicles in communities. These tenants have occupied recreational vehicles as their homes in communities sometimes for many years. It is what they have been able to afford. A community provides them with a neighborhood environment and the security of being able to stay put and live their lives. Recreational vehicle tenants must comply with the same requirements of the MHLTA, the lot rental agreement, and the Park Rules as the mobile/manufactured home tenants.

Manufactured housing communities must comply with the same local government ordinances regardless if they do or do not have recreational vehicles. What is a local government's public, health, safety, or welfare justification for prohibiting these tenancies, other than we do not want "these kind of people" in our communities?

Under the opinion, local governments will now have the right to pass ordinances requiring recreational vehicles that are primary residences to immediately vacate communities. It does not matter how long they have resided in the communities, what ties they have, whether they have children in school, or any other human compassion considerations.

The only possible alternatives will be that these displaced tenants may find accommodation in recreational vehicle parks, which depending on the jurisdiction, will generally only allow temporary residency. These parks will very likely be more expensive for these displaced persons because they charge on a daily, weekly, or monthly basis.

The Court of Appeals decision will also have dire economic impacts on community owners. Lots will be vacated. Lots formerly accommodating recreational vehicles may not be able to be replaced with a mobile/manufactured home due to their configuration. The lots may not be large enough, or have an irregular shapes, where local government setbacks and other standards cannot be met for mobile/manufactured homes. The end result is a permanently vacant lot producing no income.

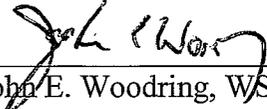
V. CONCLUSION

This case involves an issue of substantial public interest that should be determined by the Washington Supreme Court. RAP 13.4(b)(4).

The City of Pasco ordinance violates article XI, §11 of the Washington Constitution as the Legislature has occupied the field. The ordinance also conflicts with the MHLTA.

The Court should reverse the Court of Appeals and reinstate the trial court's decision.

RESPECTFULLY SUBMITTED this 10th day of June, 2008.



John E. Woodring, WSBA #6781
2120 State Ave. N.E., Suite #201
Olympia, WA 98506
(360) 754-7667

Attorney for Manufactured Housing
Communities of Washington

RECEIVED
SUPREME COURT
STATE OF WASHINGTON

DECLARATION OF SERVICE

2008 JUN 11 P 2:36

On this day set forth below, I deposited with the U.S. Postal Service a true and accurate copy of: Motion for Leave to Submit an Amicus Curiae Memorandum Pursuant to RAP 13.4(h) and Amicus Curiae Memorandum of Manufactured Housing Communities of Washington, on Supreme Court of Washington, Cause No. 81636-1 to the following parties:

Original Sent by Federal Express for filing with:

Supreme Court of Washington
415 12th Ave. S.W.
Olympia, WA 98504

George Fearing
Leavy, Schultz, Davis & Fearing
2415 W. Falls Avenue
Kennewick, WA 99336

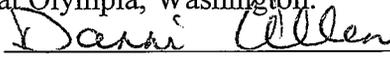
Leland B. Kerr
Kerr Law Group
7025 West Grandridge Bldv., Suite A
Kennewick, WA 99336

Vicki L. Higby
Paine Hamblen, LLP
717 W. Sprague Avenue, Suite 1200
Spokane, WA 99201-3505

Phillip A. Talmadge
Talmadge/Fitzpatrick
18010 Southcenter Parkway
Tukwila, WA 98188-4630

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED: June 10th, 2008, at Olympia, Washington.


DANNI ALLEN

CONSUMER PROTECTION DIVISION AGO

September 21, 2017 - 3:39 PM

Transmittal Information

Filed with Court: Court of Appeals Division II
Appellate Court Case Number: 49836-7
Appellate Court Case Title: Edna Allen, Respondent v. Dan and Bills RV Park, Appellant
Superior Court Case Number: 15-2-02446-6

The following documents have been uploaded:

- 0-498367_Briefs_20170921153706D2919205_4172.pdf
This File Contains:
Briefs - Answer to Amicus Curiae
The Original File Name was 2017_9_21AnswerToAmicusCuriaeBriefbyPetStateofWA.pdf

A copy of the uploaded files will be sent to:

- SarahL2@atg.wa.gov
- camille@truthandjustice.legal
- clake@goodsteinlaw.com
- dan@truthandjustice.legal
- deric@olsenlawfirm.com
- dpinckney@goodsteinlaw.com
- jan@olsenlawfirm.com
- sgoodstein@goodsteinlaw.com
- walt@olsenlawfirm.com

Comments:

Sender Name: Sarah Laycock - Email: SarahL2@atg.wa.gov

Filing on Behalf of: Amy Chia-Chi Teng - Email: amyt2@atg.wa.gov (Alternate Email: cpreader@atg.wa.gov)

Address:
800 Fifth Ave
Suite 2000
Seattle, WA, 98133
Phone: (206) 464-7745

Note: The Filing Id is 20170921153706D2919205