

No. 49983-5-11

COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON

GABRIEL E. GOURDE and
CHARBONNEAU D. GOURDE,

Appellants,

vs.

ANN L. GANNAM

Appellee.

RESPONDENT'S BRIEF

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I. INTRODUCTION

Defendant-Respondent Ann L. Gannam respectfully submits this answering brief in response to the opening brief submitted by Plaintiffs-Appellants Gabriel E. Gourde and Charbonneau D. Gourde.

Plaintiffs' declaratory judgment action, which was dismissed on summary judgment, was based on the claim that the Last Will and Testament of Daniel A. Gourde granted the Defendant a life estate in decedent's house but not the underlying property and that Defendant's acceptance of a deed granting her a life estate in the decedent's property was improper. The trial court held that Plaintiffs' claim was barred by res judicata.

On appeal, Plaintiffs claim that the deed is ambiguous and that res judicata is not applicable. However, the deed and the will clearly create a life estate in favor of Defendant. Moreover, Plaintiffs' claims are barred by the doctrines of res judicata, waiver and estoppel. Accordingly, Plaintiffs' appeal should be denied.

II. RESTATEMENT OF ISSUES RELATED TO ASSIGNMENT OF ERROR

Did the trial court err granting summary judgment in favor of the Defendant?

III. RESTATEMENT OF THE CASE

Defendant Ann Gannam (“Gannam”) was the long-time partner of Daniel Gourde (the “Decedent”), who died June 10, 2014. CP at 97. They lived together in Decedent’s home for 22 years. Id. Decedent’s Last Will and Testament (the “Will”) named Gannam as personal representative and identified her and the Plaintiffs as beneficiaries of the estate. CP at 10-11. The Will gave Gannam a life estate in Decedent’s property located at 144 Chapman Road in Castle Rock, Washington (the “Chapman Road Property”). Id. at 10. Specifically, Article IV of the Will provides:

In the event that ANN L. GANNAN [sic] is residing in my home located at 144 Chapman Road, Castle Rock, Washington, at the time of my death, I bequeath to her the right to reside there at her expense. In lieu of rent, she shall pay all expenses of upkeep, property taxes, fire insurance, all utilities, repairs and routine maintenance, keeping the property in good condition, reasonable wear and tear expected. This bequest will terminate upon the death of ANN L. GANNAN [sic], or if she abandons the property for a period of six consecutive months, whichever first occurs.

Id. Decedent left the remainder of his estate – including the Chapman Road Property subject to Gannam’s life estate – to three people: Plaintiff Gabriel Gourde (42.5%), Plaintiff Charbonneau Gourde (42.5%), and the Decedent’s stepson, Andrew L. Wilson (15%). Id. at 11.

To settle his portion of the estate, Andrew Wilson agreed to sell, and Plaintiffs agreed to purchase, his entire interest in the estate (including the Chapman Road Property) to Plaintiffs for approximately \$17,400.00. CP at 77. That figure was negotiated by Plaintiffs based on Andrew Wilson's right to inherit fifteen percent (15%) of the total value of the Chapman Road Property following the conclusion of Gannam's life estate. Id. The value of the property right that Andrew Wilson sold to Plaintiffs was calculated by subtracting the value of Gannam's life estate from the full value of the property. In determining the value of Gannam's life estate, it was assumed that she had a full life estate, not simply a right to occupy the Decedent's home as a tenant. Id.

On June 25, 2015, Gannam filed a Declaration of Completion of Probate stating that Decedent's estate was ready to be closed. CP at 21. On July 1, 2015, Gannam recorded a Deed of Personal Representative ("Deed") quit claiming the Chapman Road Property "to ANN L. GANNAM, a single woman, FOR HER LIFETIME, then to CHARBONNEAU D. GOURDE and GABRIEL E. GOURDE, married men each to their separate estates." Id. On July 17, 2015, the Plaintiffs filed an Objection to the Filing of Declaration of Completion of Probate (hereinafter referred to as "Objection"). Id. at 42. Their objection was not to the life estate language, but to the fact that the Deed failed to

include language indicating that Gannam would lose her life estate if she were to abandon the property for six consecutive months (per the terms of the Will). Id. On the same day, Plaintiffs sent Gannam a letter notifying her of the Objection and proposing a compromise. CP at 72. Plaintiffs promised that they would withdraw their Objection if Gannam recorded a corrected deed that included the abandonment language and expressly promised, “[w]e will not contest anything further if the deed is re-recorded to reflect the language in the Will.” Id. In an effort to resolve the issue quickly, and in reliance of the promise that there would be no further objections, Gannam recorded a Corrected Deed of Personal Representative (“Corrected Deed”) that included the abandonment language on August 11, 2015. CP at 78.

The Corrected Deed contained the following conveyance language:

TO ANN L. GANNAM, a single woman, for her lifetime or until she abandons the property, whichever is sooner, according to Article IV of the decedent’s Last Will and Testament (a true and accurate copy of which is attached as Exhibit A hereto), then to CHARBONNEAU D. GOURDE and GABRIEL E. GOURDE, married men each to their separate estates, all of the decedent’s interest in [the Chapman Road Property].

CP at 39.

On May 24, 2016, Plaintiffs filed a declaratory judgment action alleging ambiguity in the language of the Corrected Deed and the Will. CP at 3. Gannam filed a motion for summary judgment, which the trial court granted on grounds that the Corrected Deed clearly and unambiguously granted a life estate to Gannam and that any challenge to Gannam's interpretation of the Will was barred by res judicata. CP 102.

IV. ARGUMENT

A. THE TRIAL COURT'S GRANT OF SUMMARY JUDGMENT IS SUBJECT TO DE NOVO REVIEW

The question of whether a superior court has properly awarded summary judgment is a question of law reviewed de novo. Lokan & Assocs. v. Am. Beef Processing, LLC, 177 Wn. App. 490, 495, 311 P.3d 1285 (2013). When reviewing an order granting summary judgment, the appellate court engages in the same inquiry as the trial court, viewing the facts and all reasonable inferences in the light most favorable to the nonmoving party. Brown v. Brown, 157 Wn. App. 803, 812, 239 P.3d 602 (2010). The court may affirm summary judgment on any grounds supported by the record. Blue Diamond Grp. v. KB Seattle 1, Inc., 163 Wn. App. 449, 453, 266 P.3d 881, 883 (2011); Allstot v. Edwards, 116

Wn. App. 424, 430, 65 P.3d 696, 700 (2003); Redding v. Virginia Mason Med. Ctr., 75 Wn. App. 424, 426, 878 P.2d 483 (1994).

B. THE TRIAL COURT PROPERLY GRANTED SUMMARY JUDGMENT IN DEFENDANT'S FAVOR.

i. The Will and the Corrected Deed Clearly Grant Defendant a Life Estate.

The Will and the Corrected Deed clearly grant Defendant a Life Estate in the entire Chapman Road Property, not just the decedent's house.

The question of ambiguity is a matter of law to be determined by the court. Hoglund v. Omak Wood Prods., 81 Wn. App. 501, 504 914 P.2d 1197 (1996). It is well established that it is the duty of the court to construe a deed so as to give some meaning to every word, if reasonably possible. Fowler v. Tarbet, 45 Wash.2d 332, 274 P.2d 341 (1954). Furthermore, in interpreting a deed, the court must look to the entire document to ascertain intent. Veach v. Culp, 92 Wash.2d 570, 599 P.2d (1979). In construing wills, the court ascertains the testator's intent from the four corners of the document. In re Estate of Bergau, 103 Wn.2d 431, 435, 693 P.2d 703 (1985). The entire will should be considered, and effect should be given to every part. In re Estate of Price, 73 Wn. App. 745, 754, 871 P.2d 1079 (1994).

Article IV of the Will gives Gannam “the right to reside” in Decedent’s home and assigns her the obligation to pay “all expenses of upkeep, property taxes, fire insurance, all utilities, repairs and routine maintenance.” This describes a life estate.

Plaintiffs claim that a handwritten notation (by an unknown author) within Article IV which reads “the house” evidences an intent on the part of the decedent to bequeath Gannam a life estate only in the his physical residence and not in the land on which it sits strains the language of the Will and defies common sense. How could Gannam be the owner of a structure but not the land it is built upon? Surely that is not what the decedent intended and is not a reasonable interpretation of the Will.

The Corrected Deed also clearly conveys a life estate to Gannam. It grants her “all of the decedent’s interest” in the Chapman Road Property “for her lifetime or until she abandons the property, whichever is sooner, according to Article IV of the decedent’s Last Will and Testament.” The “decedent’s interest” in the Chapman Road Property was a full fee interest in the house and the land, so the conveyance of “all of the decedent’s interest” to Gannam “for her lifetime” and then to Plaintiffs clearly creates a life estate in the property in favor of Gannam. The trial court’s determination that the Corrected Deed clearly and unambiguously created a life estate was therefore correct.

ii. The Elements of Res Judicata Have Been Met.

The trial court's decision on the application of res judicata to this case was also correct. Specifically, the court held that res judicata barred the Plaintiffs from challenging Gannam's interpretation of the Will because they allowed the probate matter to close without raising the issue. The time to challenge the interpretation of the Will was during the administration of the estate – not eight months after the estate was closed.

The doctrine of res judicata provides that no party may re-litigate “claims and issues that were litigated, or might have been litigated, in a prior action.” Martin v. Wilbert, 162 Wn. App. 90, 94-95, 253 P.3d 108, 110 (2011) (quoting Pederson v. Potter, 103 Wn. App. 62, 69, 11 P.3d 833 (2000)). The doctrine “puts an end to strife, produces certainty as to individual rights, and gives dignity and respect to judicial proceedings.” Id. (quoting Marino Prop. Co. v. Port Comm'rs, 97 Wn.2d 307, 312, 644, P.2d 1181 (1982) (internal citations omitted).

As an initial matter, Defendant notes that Washington courts are free to apply the doctrine of res judicata to a collateral challenge to a judicial order closing an estate, which is what Plaintiffs have sought to do here. Id. at 110. In this case, the Declaration of Completion filed by

Gannam became the equivalent of a final judicial decree of distribution thirty days after it was filed pursuant to RCW 11.68.110(2).¹

Our Supreme Court has repeatedly upheld trial court decisions dismissing collateral challenges to final estate decrees. In the case of In re Estate of Ostlund, the Supreme Court refused to allow a post-decree challenge by the decedent's children to a decree of distribution that passed all the decedent's property to her husband. Although the children were by statute clearly entitled to a portion of their dead mother's estate, the court refused to consider the merits of their claims because they had not raised the claim during probate and did not appeal from the probate decree. 57 Wash. 359, 106 P. 1116 (1910). In Golden v. McGill, the decedent's daughter filed an action after the underlying probate action was closed seeking a greater share of the distributed property. 3 Wn.2d 708, 102 P.2d 219 (1940). The Supreme Court held that the new action

¹ RCW 11.68.110(2) provides in relevant part that “[u]nless an heir, devisee, or legatee of a decedent petitions the court either for an order requiring the personal representative to obtain court approval of the amount of fees paid or to be paid to the personal representative, lawyers, appraisers, or accountants, or for an order requiring an accounting, or both, within thirty days from the date of filing a declaration of completion of probate, the personal representative will be automatically discharged without further order of the court and the representative's powers will cease thirty days after the filing of the declaration of completion of probate, **and the declaration of completion of probate shall, at that time, be the equivalent of the entry of a decree of distribution in accordance with chapter 11.76 RCW for all legal intents and purposes.**” (Emphasis added.)

should have been dismissed because the decree of distribution constituted a “binding adjudication of the rights of the appellant, who appeared generally and acquiesced in everything that was done and that could have been done.” Id. at 715. The Supreme Court reached a similar conclusion in Tacoma Sav. & Loan Ass’n v. Nadham, noting:

A decree of distribution stands upon the same footing as any other judgment rendered by a court of general jurisdiction; it constitutes in itself a construction of the will of the decedent; and even though it be erroneous in law, yet if it be rendered upon due process of law and no appeal therefrom is taken, it becomes a final and conclusive adjudication determining what property belongs to the decedent’s estate, the nature thereof, and the person or persons who have acquired the title to it.

14 Wn.2d 576, 594, 128 P.2d 982 (1942). In other words, **even if the final distribution is contrary to law, an heir who allows the final decree of distribution to be entered and does not appeal forever loses his right to challenge it.** Plaintiffs in this case lost their right to challenge the construction of the Will and the distribution they received when they withdrew their objection to the Declaration of Completion.

This case also meets the four factor test for res judicata. Res judicata applies ““where a prior final judgment is identical to the challenged action in (1) subject matter, (2) cause of action, (3) persons and parties, and (4) the quality of the persons for or against whom the claim is made.”” Martin, 162 Wn. App. 90, 94-95 (quoting Lynn v.

of Labor & Indus., 130 Wn. App. 829, 836, 125 P.3d 202 (2005) (internal citations omitted).

(1) The subject matter of both actions is the same. Both actions concern the administration of the decedent's Will. The present action is essentially a continuation of the original probate action.

(2) The causes of action are the same. In making this determination, this Court may consider: (i) whether the rights or interests established in the prior judgment would be destroyed or impaired by the prosecution of the second action; (ii) whether substantially the same evidence is presented in the two actions; (iii) whether the suits involved infringement of the same right; and (iv) whether the two suits arise out of the same transactional nucleus of facts. Ensley v. Pitcher, 152 Wn. App. 891, 903, 222 P.3d 99, 104-05 (2009); Pederson v. Potter, 103 Wn. App. 62, 72, 11 P.3d 833, 838 (2000); Rains v. State, 100 Wn.2d 660, 663-64, 674 P.2d 165, 168 (1983). It is not necessary that all four factors be present in order for res judicata to apply. Pederson, 103 Wn. App. at 72; Kuhlman v. Thomas, 78 Wn. App. 115, 122, 897 P.2d 365, 368 (1995) (“there is no specific test for determining identity of causes of action”).

These factors strongly suggest that res judicata should apply. First, in the case at hand, the ruling sought by the Plaintiffs in the declaratory judgment action would completely upset the distribution

scheme already established and carried out in the probate action. As part of the final distribution, Andrew Wilson accepted payment of \$17,400 from Plaintiffs in full consideration of his interest in the Chapman Road Property. The calculation of this sum was based on the assumption that Gannam had the right to a full life estate in the Property. If the current suit is allowed to proceed and Plaintiffs were to somehow prevail, Andrew Wilson's distribution would need to be recalculated because he would have a more valuable and more immediate interest in the property. Perhaps he would no longer be interested in selling his share of the Chapman Road Property if it were determined he had an immediate, vested right to it. Second, the evidence necessary in both cases is identical – the primary evidence being the Will. Third, both suits involve the parties' respective rights to the Chapman Road Property. Fourth and finally, it is clear that the probate and the declaratory action arose out of the same transactional nucleus of facts because Plaintiffs' claims derive from the Decedent's Will – the terms of which are central to both actions.

In consideration of the four factors, it is clear that the cause of action in both suits is the same.

(3) The persons and parties are the same. Plaintiffs erroneously assert that because a probate does not have named parties,

that they are not parties for the purpose of res judicata. This argument elevates form over substance. As heirs to the estate, Plaintiffs were unquestionably interested parties. Even if they were not *named* parties, they were given notice of the proceedings and had the right to file motions and objections (which they did).

Plaintiffs claim that the identity of the parties in the two actions also differs because Gannam was acting in her capacity as personal representative in the probate but in her individual capacity in this action. There is no authority for this argument, nor is it factually correct. Although Gannam initiated the probate action in her capacity as personal representative of the estate and was acting for the estate, she was also representing her own interests as a beneficiary.

(4) The quality of persons is the same. The fourth element of res judicata simply requires a determination that the parties in the second suit are bound by the judgment in the first suit. See 14A Karl B. Tegland, Washington Practice: Civil Procedure § 35.27, at 464 (1st ed. 2007) (explaining that the “identity and quality of parties” requirement is better understood as a determination of who is bound by the first judgment—all parties to the litigation plus all persons in privity with such parties). This element is satisfied because the parties to both suits are the same.

Thus, res judicata applies. While the probate was open, Plaintiffs did not raise any objection to the property description in the Will or to the life estate language in the deeds prepared by Gannam. Gannam filed a Declaration of Completion of Probate which became the equivalent of a decree of distribution (which has the same effect as a judgment) thirty days after it was filed. RCW 11.68.110(2). Upsetting the final disposition of the probate action at this point would violate the doctrine of res judicata and upset the entire distribution scheme to which all of the parties already agreed and/or acquiesced.

C. THE TRIAL COURT’S SUMMARY JUDGMENT RULING CAN BE AFFIRMED ON THE ALTERNATIVE GROUND THAT PLAINTIFFS’ ACTION WAS BARRED BY WAIVER AND ESTOPPEL.

Plaintiffs’ action could have also been properly dismissed on the grounds of waiver and estoppel. Plaintiffs expressly waived their right to pursue any further claims related to the probate action when they sent Gannam a letter promising not to “contest anything further” if she agreed to execute the Corrected Deed.

“Waiver is an equitable doctrine that can defeat a legal right where the facts show that the party relinquished a known right, or conduct shows the party relinquished known rights.” McLain v. Kent

Sch. Dist. No. 415, 178 Wn. App. 366, 378, 314 P.3d 435, 441 (2013). “Most rights can be waived by contract or conduct.” Id. “A waiver is the intentional and voluntary relinquishment of a known right, or such conduct as warrants an inference of the relinquishment of such right.” Id. To establish implied waiver, “unequivocal acts or conduct must show an intent to waive; waiver is not to be inferred ““from doubtful or ambiguous factors.”” Id. at 279 (quoting Jones v. Best, 134 Wn.2d 232, 242, 950 P.2d 1, 6 (1998)). The party claiming waiver has the burden to prove intent to relinquish a known right. Id. at 279 (citing Jones, 134 Wn.2d at 241-42).

Similarly, the equitable doctrine of estoppel precludes claiming a right that would otherwise exist but for the wrongful act or omission of the party claiming the right. Kessinger v. Anderson, 31 Wn.2d 157, 169, 196 P.2d 289 (1948). “The elements to be proved are: first, an admission, statement, or act inconsistent with a claim afterwards asserted; second, action by another in reasonable reliance on that act, statement, or admission; and third, injury to the party who relied if the court allows the first party to contradict or repudiate the prior act, statement, or admission.” Robinson v. City of Seattle, 119 Wn.2d 34, 82, 830 P.2d 318 (1992).

Here, Plaintiffs intentionally and voluntarily relinquished their right to pursue further claims or issues related to the probate via a letter to Gannam's attorney from their attorney. In this letter, Plaintiffs stated, "We are willing to withdraw our objection if your client will simply re-record the deed as per our proposed wording." Plaintiffs then stated, **"We will not contest anything further if the deed is re-recorded to reflect the language in the Will."** This is a clear and unmistakable statement of waiver. Unlike in Jones, where the Supreme Court found that the Plaintiff did not waive his rights because there was no express agreement, Plaintiffs here clearly and affirmatively promised to Gannam, in writing, that they would not contest anything further if she acted according to their stated wishes. Gannam did so in reliance on this promise, correcting the omission of abandonment language that the Plaintiffs wanted included in the deed. By later bringing a lawsuit challenging the same deed they assented to, Plaintiffs are acting in a manner flatly inconsistent with their previous representations to Gannam.

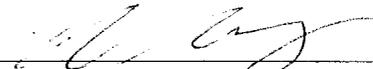
Because Plaintiffs expressly relinquished their right to pursue further claims against Gannam or the estate in relation to the Corrected Deed, the trial court's summary judgment ruling can be upheld on the alternative grounds of waiver and estoppel.

V. CONCLUSION

For the reasons set forth above, Respondent Ann Gannam respectfully requests that this Court affirm the trial court's judgment.

May 18, 2017

Respectfully submitted,



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