

FILED
Court of Appeals
Division II
State of Washington
4/25/2018 4:15 PM

No. 51222-0-II

COURT OF APPEALS
FOR THE STATE OF WASHINGTON
DIVISION II

DEL RAY PROPERTIES, INC.

Appellant,

SHARON DOERR and RANDALL BECK,

Respondents.

BRIEF OF RESPONDENT

NORTHWEST JUSTICE PROJECT
Lisa M. Waldvogel, WSBA #25990
1338 Commerce Ave., Suite 210
Longview, Washington 98632
(360) 425-1537

TABLE OF CONTENTS

TABLE OF AUTHORITIES.....ii, iii

I. INTRODUCTION..... 1

II. COUNTERSTATEMENT OF ISSUES..... 2

 A. There was substantial evidence that the Appellant did not
 comply with the August 9, 2017 preliminary injunction 2

 B. The trial court was authorized to enter costs and attorney
 fees under RCW 7.21.030 (3) 3

III. COUNTERSTATEMENT OF FACTS 3

IV. ARGUMENT 6

 A. The trial court decision should be upheld if there is any
 basis to uphold the court’s decision 6

 B. Substantial evidence supports the trial court’s finding that
 Appellant failed to pay utility bills as ordered by the court..... 7

 C. Appellant offered no facts that contested they owed
 \$5,596.65 when the trial court found Appellant in
 contempt..... 9

 D. The court had authority to find Appellant in contempt of
 court..... 11

V. ATTORNEY FEES..... 15

VI. CONCLUSION 15

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>Blackburn v. State</i> , 186 Wash. 2d 250, 375 P.3d 1076 (2016)	5
<i>Graves v. Duerden</i> , 51 Wash. App. 642, 754 P.2d 1027 (1988)	10, 13
<i>Keller v. Keller</i> , 52 Wash.2d 84, 323 P.2d 231 (1958)	10
<i>King County v. Wash. State Boundary Review Bd.</i> , 122 Wash. 2d 648, 860 P.2d 1024 (1993)	5
<i>Lane v. Skamania Cnty.</i> , 164 Wash. App. 490, 265 P.3d 156 (2011)	6
<i>Lucas Flour Co. v. Local 174, Teamsters</i> , 57 Wash. 2d 95, 356 P.2d 1 (1960), <i>aff'd</i> , 369 U.S. 95, 82 S.Ct. 571 (1962).....	6
<i>Randall Beck v. Del Ray Properties, Inc.</i> , Cowlitz County Superior Court Case No. 17-2-00936-08	9
<i>Sharon Doerr v. Del Ray Properties, Inc.</i> , Cowlitz County Superior Court Case No. 17-2-00870-08.	2, 9
<i>State v. Boatman</i> , 104 Wash. 2d 44, 700 P.2d 1152 (1985)	6
<i>State v. Morales</i> , 173 Wash. 2d 560, 269 P.3d 263 (2012)	5
<i>Washington State Communication Access Project v. Regal Cinemas, Inc.</i> , 173 Wash. App. 174, 293 P.3d 413 (2013)	13
Statutes	
RCW 7.20.010 <i>et seq.</i>	10

RCW 7.21	3
RCW 7.21.030	3
RCW 7.21.030 (2)(b).....	10
RCW 7.21.030 (3).....	2, 10, 13
RCW 7.21.050	2, 5
Rules	
RAP 18.1.....	13
RAP 18.1(i).....	14
RAP 18.1(d).....	14

I. INTRODUCTION

Respondent, Sharon Doerr, a resident at Del Ray I, a property owned by Appellant, received a series of shut-off notices from the City of Longview for Appellant's failure to pay the water bill for services provided to 76 homes, including hers. Ms. Doerr owns her home but rents the property on which it is situated. Her monthly rental fee includes water, sewer and garbage service. Each time Ms. Doerr received a shut-off notice, she was current on her monthly rent. The residential lots are not individually metered, so Ms. Doerr did not have the ability to put the water bill into her own name. Because the water had never been shut off, Ms. Doerr assumed the Appellant had been timely paying the water bill for the entire community, a majority of the residents being either senior or disabled or both.

To prevent the City of Longview from shutting off the water, Ms. Doerr filed a lawsuit and obtained a preliminary injunction on August 9, 2017, directing Appellant to pay \$1,609.73, the amount directed to be paid in the July 2017 shut-off notice, and then continue to pay amounts as they become due. After Appellant caused a second shut-off notice to issue at their second manufactured housing community, Del Ray II and also failed to pay a bill in the amount of \$5,596.65 for services provided to Del Ray I, Ms. Doerr filed a

Motion for Contempt. On October 4, 2017, Judge Michael Evans found Appellant in contempt of court and ordered sanctions in the amount of \$3,300.00. Two weeks later, on October 18, 2017, Judge Evans signed an order on the contempt hearing directing Appellant to pay the contempt sanction of \$3,300 and fees and costs in the amount of \$2,674.00.

II. COUNTERSTATEMENT OF ISSUES

A. **There was substantial evidence that the Appellant did not comply with the August 9, 2017 preliminary injunction**

The court did not err by finding Appellant in contempt of court because on August 9, 2017, the court ordered Del Ray Properties, Inc. to pay their bill as it became due, and on the same day, the City issued a bill for an amount that had become overdue¹ and then again on August 10, 2017 and September 11, 2017 sent notices for \$5,596.65, the overdue amount, and as of October 4, 2017, the date of the contempt hearing, the amount had not been paid.

¹ As of August 9, 2017, the date Judge Evans granted the preliminary injunction in the matter of *Doerr v. Del Ray Properties, Inc.*, the amount that needed to be paid to avoid shutoff was \$1,609.73. In advance of the hearing Ms. Doerr submitted an affidavit from City of Longview Fiscal Support Specialist Susan Chamberlain, dated August 8, 2017, indicating that the \$1,609.73 was over 40 days in arrears and there was also an amount of \$5,671.92 that was between one and 30 days past due.

B. The trial court was authorized to enter costs and attorney fees under RCW 7.21.030 (3)

Respondent concedes that while the trial court did not follow procedures when it issued punitive sanctions under RCW 7.21.050, it did have authority to find Appellant in contempt of court because it intentionally disobeyed a lawful order in violation of RCW 7.21. Additionally, the court has authority to enter fees and costs as RCW 7.21.030 permits both actual costs and attorney's fees.

III. COUNTERSTATEMENT OF FACTS

Respondent, Sharon Doerr, was a resident at Del Ray I, a property owned by Appellant, when she received a series of shut-off notices for Appellant's failure to pay their water bill to the City of Longview. CR 186. Del Ray I is a community that includes not only Ms. Doerr's home but 75 other residences, a majority of which have residents who are either senior or disabled and have low incomes. CR 185-186.

Ms. Doerr's monthly rent includes the provision of water, sewer and garbage service, utilities supplied to Del Ray I by the City of Longview. CR 185, 188. Because the water had never been shut off after previous shut-off notices, Ms. Doerr had assumed Appellant had timely paid the \$1,609.73 that was requested in the July 2017

shut-off notice. CR 186, 188. To prevent the City of Longview from shutting off not only her water but water to the 75 other residences, Ms. Doerr filed a lawsuit and obtained a preliminary injunction on August 9, 2017, directing Appellant to pay \$1,609.73, the amount directed to be paid in the shut-off notice, and then continue to pay amounts for services provided by the City of Longview as they become due. CR 177-184; 70-71. When Ms. Doerr's lawsuit was filed, the \$1,609.73 was 31 to 60 days in arrears, but there was an additional amount of \$5,671.92² that was 1 to 30 days overdue. CR 66, 68. On August 9, 2017, the same day as the hearing, the City's August billing went out for both the current charges and the overdue charges. CR 102. The bill reflected an overdue balance of \$7,256.65³ and then on August 10, 2017 a past due notice was mailed out for \$5,596.65 and a second past due notice was mailed out for the same amount on September 11, 2017. CR 102, 77.

During the timeframe of Appellant's failure to pay the \$5,596.65 that had become due for Del Ray I, the City of Longview

² The \$5,671.92 was reduced by \$50.27 to \$5,621.65 after Appellant paid \$1,660.00 as opposed to \$1,609.73, the amount specified in Judge Evans's August 9, 2017 order. CR 77. The amount repeatedly asserted to be overdue, \$5,596.65, is \$25 less than the \$5,621.65 amount.

³ The \$7,256.65 balance became \$5,596.65 after Appellant's payment of \$1,660.00 was applied.

issued shut-off notices to approximately half of the 111 residences at Appellant's second manufactured housing community, Del Ray II, for Appellant's failure to pay \$45,946.94. CR 210-211. Randall Beck, a resident at Del Ray II, also in fear his water would be turned off after Appellant failed to comply with the shut-off notice, filed suit against Appellant on August 24, 2017. CR 1-8. The court issued a second preliminary injunction against Appellant, this time directing them to make payment of \$23,594.31 by August 31, and then continue to pay the Del Ray II City of Longview utility bill as amounts became due. CR 45-46.

Having learned from the City of Longview that Appellant had caused a second set of shut off notices to issue, this time at Del Ray II and had again become delinquent on their utility bill for services provided to Del Ray I, Ms. Doerr filed a Motion for Contempt for Appellant's failure to pay \$5,596.65. CR 72-75. On October 4, 2017, Judge Michael Evans found Appellant to be in contempt of court for their failure to pay the \$5,596.65 and ordered the Appellant pay \$3,300.00 in sanctions. On October 18, 2017 the court entered a written order reflecting the October 4, 2017 ruling and directing the Appellant to pay \$3,300.00 no later than November 3, 2017 and \$2,674.00 in attorney fees and costs within 30 days of October 18, 2017. CR 200-

201; 163-169.

IV. ARGUMENT

A. The trial court decision should be upheld if there is any basis to uphold the court's decision

A finding of fact will not be overturned if it is supported by substantial evidence. *Blackburn v. State*, 186 Wash. 2d 250, 375 P.3d 1076 (2016). Substantial evidence exists “if the record contains evidence of sufficient quantity to persuade a fair-minded, rational person of the truth of the declared premise.” *King County v. Wash. State Boundary Review Bd.*, 122 Wash. 2d 648, 675, 860 P.2d 1024 (1993). Whether the court had authority to issue contempt sanctions under RCW 7.21.050 is a question of law. Questions of law, including issues of statutory interpretation, are subject to *de novo* review. *State v. Morales*, 173 Wash. 2d 560, 567 & n.3, 269 P.3d 263 (2012). A trial court decision will be affirmed, even if on a ground different from that relied upon by the lower court. *Lucas Flour Co. v. Local 174, Teamsters*, 57 Wash. 2d 95, 103, 356 P.2d 1 (1960), *aff'd*, 369 U.S. 95, 82 S.Ct. 571 (1962); *Lane v. Skamania Cnty.*, 164 Wash. App. 490, 497, 265 P.3d 156 (2011). A trial court decision to find a party in contempt will be upheld if the reviewing court can find any basis to uphold the court's decision. *State v. Boatman*, 104 Wash. 2d 44, 45, 700 P.2d 1152 (1985).

B. Substantial evidence supports the trial court's finding that Appellant failed to pay utility bills as ordered by the court

Respondent Sharon Doerr provided four affidavits from Susan Chamberlain, Fiscal Support Specialist for the City of Longview, dated August 8, 2017, August 24, 2017, September 5, 2017 and October 3, 2017. CR 64-69, 76-78, 82-106, 107-113. The August 8, 2017 affidavit was submitted to the court to support Ms. Doerr's request for a preliminary injunction. CR 64-69. In this affidavit, Ms. Chamberlain explains that \$1,609.73 was the amount that would be required to be paid by the Appellant to avoid the water being shut off to 76 residences at Del Ray I, the community in which Ms. Doerr is a homeowner. CR 66. She also explained the \$1,609.73 was 31-60 days in arrears, and that \$5,671.92 was 1-30 days overdue. CR 68. She indicated the total amount due was \$7,281.65, which is the sum of \$1,609.73, \$5,671.92⁴ and a \$25 penalty that was assessed on July 26, 2017. CR 66.

Ms. Chamberlain's second August affidavit, dated August 24, 2017, was provided to the court to support Ms. Doerr's August 28, 2017 Motion for Order to Show Cause Re: Contempt for Refusal to Comply

⁴ The \$5,671.92 figure became \$5,596.65 as Appellant paid \$1,660.00, as opposed to the \$1,609.73 ordered by Judge Evans to prevent immediate disconnection of water services, and the City failed to include the \$25.00 penalty in their repeated demand for payment of the \$5,596.65.

with Preliminary Injunction. CR 76-78. This affidavit again indicates an overdue balance of \$5,596.65 and is consistent with Ms. Chamberlain's August 8, 2017 declaration. CR 77. The affidavit also states the Appellant made a payment in the amount of \$1,660.00 on August 10, 2017, and then indicates \$5,596.65 is overdue. *Id.* The affidavit indicates \$5,596.65 was arrived at by deducting \$1,660.00 from the \$7,281.65 balance, less the \$25 penalty that was assessed on July 26. Ms. Chamberlain also indicates a past due notice was mailed out on August 10, 2017 for \$5,596.65, indicating the final date for payment on the notice was August 22, 2017. *Id.*

Ms. Chamberlain wrote her third declaration on September 5, 2017. CR 82-106. In this statement she indicates the August 9, 2017 bill was generated for new services in the amount of \$6,351.79, a \$25.00 penalty and a past due balance of \$7,256.65, and that the amount for new services and the \$25.00 penalty, \$6,376.79, was paid on August 26, 2017, two days after its due date. CR 85. Taking into account the \$1,660.00 that was paid on August 10, she indicates the \$5,596.65 had still not been paid. CR 86.

Ms. Chamberlain's final declaration to support Ms. Doerr's Motion for Contempt was dated October 3, 2017. It is unwavering in its assertion that as of October 3, 2017 the Appellant still had not paid the

\$5,596.65, an amount that had been overdue when Ms. Doerr filed her lawsuit on August 7, 2017. CR 108. Ms. Chamberlain also indicates a second past due notice for the \$5,596.65 was mailed out on September 11, 2017. *Id.*

The Appellant had notice of this amount on at least seven occasions, as all four of Ms. Chamberlain's above-referenced declarations addressed the \$5,596.65 overdue balance. CR 64-69, 76-78, 82-106, 107-113. In addition, the City of Longview sent out a bill on August 9, 2017 that indicated an overdue balance, and two late notices, one on August 10, 2017 and a second on September 11, 2017, each specifically referencing the unpaid balance of \$5,596.65. CR 85, 77, 108.

C. Appellant offered no facts that contested they owed \$5,596.65 when the trial court found Appellant in contempt

Appellant filed the Declaration of Larry Foster on October 4, 2017, indicating he had been ordered to pay \$23,594.31 by August 30, 2017. CR 118. In the lawsuit filed by Randall Beck, the court ordered Appellant to pay \$23,594.31 toward the bill for Del Ray II no later than August 31, 2017, and continue to pay amounts as they became due. CR 45-46. The court later consolidated that matter, *Randall Beck v. Del Ray Properties, Inc.*, Cowlitz County Superior

Court Case No. 17-2-00936-08, with *Sharon Doerr v. Del Ray Properties, Inc.*, Cowlitz County Superior Court Case No. 17-2-00870-08. CR 47-50. In the same declaration, Mr. Foster attached three checks made out to the City of Longview. CR 122-123. The check for \$23,594.31 dated August 31, 2017 was to comply with the August 30, 2017 preliminary injunction in *Beck v. Del Ray* and was payment for services utilized at Del Ray II. CR 45-46. The \$14,458.98 check dated October 3, 2017 was for a bill at Del Ray II that was generated on August 28, 2017. CR 109. The third check was for \$5,739.66, and was for Appellant's account with the City of Longview for services provided to Del Ray I, as indicated on the September 9, 2017 bill. CR 108.

Mr. Foster also attached an unsigned CR2A agreement that was later signed only by the City of Longview and Appellant. CR 119-121, 114-116. It was not executed by Ms. Doerr, her counsel, or the court. In the CR2A agreement, Mr. Foster acknowledges that the City claims he owes \$5,596.95, in addition to the \$14,458.98, an amount that was billed on August 28, 2017 and not timely paid. None of the three checks attached to the declaration went to pay off the \$5,596.95 amount owed.

D. The court had authority to find Appellant in contempt of court

When the court fined Appellant \$3,300.00 for failure to pay the \$5,596.95, the court acted consistent with its statutory authority to find Appellant in contempt. A court's contempt power is both statutory and inherent. *Graves v. Duerden*, 51 Wash. App. 642, 754 P.2d 1027 (1988). A court may exercise its civil contempt powers under RCW 7.20.010 *et seq.* or by using its inherent powers. *Keller v. Keller*, 52 Wash. 2d 84, 89, 323 P.2d 231 (1958). "On appeal, a court will uphold a contempt order if any proper basis can be found." *Graves v. Duerden*, 51 Wash. App. at 647, *quoting State v. Boatman*, 104 Wash. 2d at 48.

RCW 7.21.030 (3) permits the court to order costs and attorney fees as a result of the contempt proceeding. RCW 7.21.030 (3) states, in part:

The court may, in addition to the remedial sanctions set forth in subsection (2) of this section, order a person found in contempt of court to pay a party for any losses suffered by the party as a result of the contempt and any costs incurred in connection with the contempt proceeding, including reasonable attorney's fees.

RCW 7.21.030 (2)(b) also states that a court may order a remedial contempt sanction if it is designed to ensure future compliance with a prior order. The trial court had authority to impose Ms. Doerr's costs

on the Appellant under either of these subsections of the remedial contempt statute.

Appellant had notice of its obligation to pay this bill on seven different occasions. The first notice came in Susan Chamberlain's August 8 declaration that indicates \$1,609.73, the amount requested on the July 2017 shut-off notice, was 31-60 days past due but the higher amount, \$5,671.92, reduced to \$5,596.65 after the Appellant paid \$1,160.00, as opposed to the \$1,609.73 as stated on both the court order and the shut-off notice, was not yet 31 days past due. CR 68. Ms. Chamberlain indicated the amount that was 31-60 days past due, \$1,609.73, was the amount included on the shut-off notice. It is an easy inference that if the older amount of \$5,671.92 (reduced to \$5,596.65 because the Appellant paid \$1,660.00 instead of \$1,609.73) was not paid, another shut-off notice would issue. The second notice to Appellant was the August 9, 2017 bill with a due date of August 24, 2017. CR 85, 102. The August 9 bill shows both the figure for new services in the amount of \$6,376.79 and the older balance of \$5,596.65. This \$5,596.65 figure is arrived at by deducting the \$1,660.00 Appellant paid on August 10, 2017 and the \$6,376.79 paid for new services, on August 29, 2017, from the total amount owing of \$13,633.44.

On five additional occasions, Appellant was notified the \$5,596.65 had not been paid. The August 10, 2017 past due notice, with a due date of August 22, 2017 indicates the overdue amount to be \$5,596.65. CR 77. Ms. Chamberlain's August 24, 2017 declaration, indicates \$5,596.65 was past due. CR 77. Ms. Chamberlain's September 5, 2017 declaration, indicates the \$5,596.65 had still not been paid. CR 86. The September 11, 2017 overdue notice was another reminder to Appellant that the \$5,596.65 was still past due. CR 108. Finally, Ms. Chamberlain's October 3, 2017 declaration indicates the \$5,596.65 was still past due. CR 108. *Id.*

After at least seven instances of notice that \$5,596.65 was overdue, on October 4, 2017, Appellant acknowledged it owed \$5,596.65 and would have the amount paid no later than October 18, 2017. CR 115.

The court had authority to find Appellant in contempt of court for its failure to pay \$5,596.65 and to award costs and attorney fees. By the October 4, 2017 contempt hearing, Appellant had ignored a July 2017 shut-off notice at Del Ray I, requiring Ms. Doerr to risk her tenancy to obtain a preliminary injunction. Then, in spite of Judge Evans's August 9, 2017 order that Del Ray Properties, Inc. pay its

City of Longview water utility as it becomes due, Appellant again failed to pay a utility bill, causing shut-off notices to issue at Del Ray II to over half of its 111 residences. Appellant again ignored the shut-off notices and forced a second tenant, this time Randall Beck, to initiate a lawsuit against Appellant. If Appellant's failure to pay the Del Ray II water bill and ensuing shut-off notice was not a violation of Judge Evans's August 9, 2017 order, their failure to pay the \$5,596.65 certainly was. By failing to pay the \$5,596.65, Appellant put water services to over 76 vulnerable residents at Del Ray I at risk of interruption during one of the hottest times of the year. Well over a month after the Motion for Contempt was filed on August 28, 2017, the \$5,596.65 had not been paid and in fact, payment was made only on October 18, 2018, although the court had not authorized this late payment. CR 208.

The trial court found Appellant in contempt of court for a valid reason—noncompliance with a court order—but cited the incorrect statute as a basis for its ruling. This Court should not overturn that decision, but should look to the authority the court possessed and uphold its ruling on any alternate and applicable legal theory. In the alternative, the Court should remand to the trial court to allow it to make appropriate findings supporting its contempt order.

V. ATTORNEY FEES

A person found in contempt of court can be ordered to pay reasonable attorney's fees. RCW 7.21.030 (3) and RAP 18.1. Because there is statutory authority for provision of attorney fees, attorney's fees on appeal are recoverable. *See Washington State Communication Access Project v. Regal Cinemas, Inc.*, 173 Wash. App. 174, 222, 293 P.3d 413 (2013). In *Graves v. Duerden*, 51 Wash. App. 642, the court held it was permissible to award attorney fees incurred by a party in defending an appeal of a contempt order. Therefore, the Respondent respectfully requests attorney fees in an amount to be determined by the Clerk pursuant to RAP 18.1(d), or, in the alternative, as determined by the trial court after remand pursuant to RAP 18.1(i).

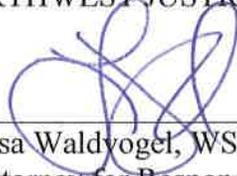
VI. CONCLUSION

The trial court did not abuse its discretion in finding that Appellant was in contempt of court. This Court should not substitute its own judgment for the trial court's credibility assessments and determination that Appellant was in contempt of court when it failed to pay the \$5,596.65, particularly when it was given repeat notice. The Appellant's assertions that the City overcharged them and they were confused as to how much they owe, flies in the face of the

court's order to 'pay amounts as they become due.' Further, Appellant does not make this argument with clean hands. If a tenant failed to pay rent because they were confused about the amount owed, it is likely they would be evicted. Appellant received a bill, two overdue notices and then calculations by the City Fiscal Support Specialist on four different occasions that the amount of \$5,596.65 was owing. Even after Judge Evans's August 9 order, they ignored the repeated notices about the \$5,596.65, just as they ignored the shut-off notices that were issued to over half of the 111 residences at Del Ray II. The trial court's finding of contempt and its award of fees and costs should be affirmed.

Respectfully submitted this 25th day of April 2018.

NORTHWEST JUSTICE PROJECT



Lisa Waldvogel, WSBA No. 25990
Attorney for Respondent
Northwest Justice Project
1338 Commerce Ave., Suite 210
Longview, WA 98632
Telephone: (360) 425-1537
Facsimile: (360) 578-0241
lisaw@nwjustice.org

CERTIFICATE OF SERVICE

I certify that on the 25 day of April 2018, I caused a true and correct copy of this document – BRIEF OF RESPONDENT-- to be served on the attorneys of record listed below via first class U.S. mail, postage prepaid, with a courtesy copy transmitted by email:

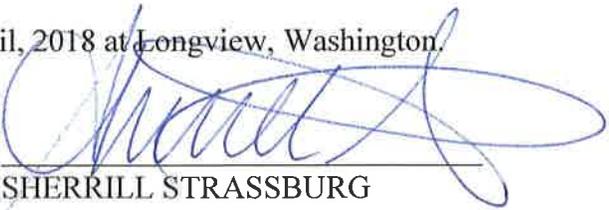
Bradley W. Andersen
Phillip J. Haberthur
Landerholm, P.S.
805 Broadway St. – Ste 1000
P.O. Box 1086
Vancouver WA 98666
E-mail:
brad.andersen@landerholm.com
lori.smith@landerholm.com
philh@landerholm.com

James McNamara
City Attorney
City of Longview
1525 Broadway
Longview, WA 98632-7080
E-mail:
james.mcnamara@ci.longview.wa.us

Jeffrey S. Myers
Law, Layman, Daniel,
Kamerrer
& Bogdanovich, P.S.
PO Box 11880
2674 R W Johnson Blvd SW
Olympia, WA 98508-1880
E-mail: jmyers@lldkb.com

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

DATED this 25 day of April, 2018 at Longview, Washington.


SHERRILL STRASSBURG
Legal Assistant

NORTHWEST JUSTICE PROJECT

April 25, 2018 - 4:15 PM

Transmittal Information

Filed with Court: Court of Appeals Division II
Appellate Court Case Number: 51222-0
Appellate Court Case Title: Del Ray Properties, Inc., Appellant v Sharon and Randall, Respondents
Superior Court Case Number: 17-2-00870-3

The following documents have been uploaded:

- 512220_Briefs_20180425160948D2240289_1307.pdf
This File Contains:
Briefs - Respondents
The Original File Name was Brief of Respondent.pdf

A copy of the uploaded files will be sent to:

- brad.andersen@landerholm.com
- heather.dumont@landerholm.com
- jmyers@lldkb.com
- lori.smith@landerholm.com
- mcnamara@ci.longview.wa.us
- philh@landerholm.com

Comments:

Sender Name: Sherrill Strassburg - Email: sherrills@nwjustice.org

Filing on Behalf of: Lisa Marie Waldvogel - Email: lisaw@nwjustice.org (Alternate Email:)

Address:
1338 Commerce Ave., Suite 210
Longview, WA, 98632
Phone: (360) 425-1537

Note: The Filing Id is 20180425160948D2240289