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COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON
By _____

No. 311961

IN THE COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION III

KASSA INSURANCE SERVICES, INC., a Washington
corporation,

Respondent/Cross-Appellant,

v.

RYAN PUGH AND JANE DOE PUGH, a marital community and
RJC/CAK, INC., a Washington corporation,

Appellants.

APPEALED FROM SPOKANE COUNTY SUPERIOR COURT
CAUSE NO. 08-2-037431

THE HONORABLE GREGORY D. SYPOLT

KASSA INSURANCE SERVICES, INC.'S REPLY BRIEF

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I. KASSA'S REPLY

A. THE OVERWHELMING EVIDENCE AT TRIAL ESTABLISHED RJC KNEW PUGH COULD NOT OWN KASSA'S CLIENTS.

In its response brief, RJC argues there was no credible evidence showing that Joe Connor knew Pugh did not own Kassa's clients. (RJC Br. at 27). This argument is without merit. The overwhelming evidence presented at trial established that RJC knew that Pugh could not have owned the Kassa clients.

A common theme running throughout RJC's response brief is that Joe Connor did not physically see anything that either affirmed Pugh's ownership of the Kassa clients, or disaffirmed the ownership; therefore, RJC claims it was without knowledge of Pugh's actual ownership interest in Kassa's clients. (RJC Br. at 20-22). RJC claims it could rely solely upon the statement of Pugh, an insurance agent, that he owned his former agency's clients; however, the testimony of Joe Connor and RJC's expert, Thomas Lees, confirms reliance on such statement would not be reasonable. (RJC Br. at 13) RJC's reliance upon Pugh's statement of ownership was not

reasonable, given everything that RJC knew to be true about industry custom.

RJC knew at the time it entered into employment negotiations with Pugh that the industry standard was that the insurance agency and not the insurance agent owned the clients. (RP 513). Joe Connor, president of RJC, testified to this industry standard at trial. (RP 632). RJC's own expert witness, Thomas Lees, testified to the above maxim that the clients are the property of the agency and not the agent. (RP 513). In fact, Mr. Lees testified that it would be uncommon for an agent to own the clients and, if the agent did own the clients it, would likely be contrary to the industry custom and would be in writing. (RP 513). RJC never saw any writing evidencing that Pugh owned Kassa's clients in opposite of the industry custom that the agency, Kassa, owned the clients. (RP 628-629).

RJC's reliance upon Pugh's statement of ownership is unreasonable given the all the following facts that RJC knew during the employment negotiations with Pugh and after Pugh became a RJC employee:

(1) RJC knew during employment negotiations with Pugh that Pugh was an employee of Kassa. (RP 629);

(2) RJC knew during first meeting that Pugh generated between \$40,000 and \$50,000 in commissions at Kassa, and that RJC would pay Pugh \$42,000 at RJC. (RP 579, 604);

(3) RJC knew it would be strange for an employee to own agency clients. (RP 583, 633);

(4) RJC knew Pugh did not have a covenant not to compete at Kassa. (RP 585);

(5) RJC knew Pugh had to use a "Broker of Record" form to transfer clients from Kassa to RJC. (RP 628-29);

(6) RJC knew it had to pay Kassa back a commission that was due to Kassa as a result of an error by Safeco. (RP 595-96, 600).

(7) RJC knew Pugh was bringing clients with him from Kassa to RJC. (RP 627);

(8) RJC knew Pugh had a client list of Kassa clients. (RP 628);

(9) RJC knew Pugh never had any writing showing that he had an ownership interest in Kassa or Kassa's clients. (RP 628);

(10) RJC knew Pugh could not walk out the door at Kassa with the Kassa client files. (RP 629).

(11) RJC knew Pugh was using the Kassa client list within the course and scope of his employment at RJC. (RP 411-412).

(12) RJC knew Pugh did not have any ownership in Kassa. (RP 629).

(13) RJC knew it was wrong for an employee to take confidential information. (RP 631);

(14) RJC knew it owned Kassa's clients brought over by Pugh pursuant to the RJC employment contract. (RP 580);

(15) RJC knew that Pugh would be 100% vested in the Kassa clients brought over to RJC from Kassa. (RP 580).

(16) RJC knew its employees were assisting Pugh solicit Kassa clients. (RP 630-31).

(17) RJC knew all Kassa's client information was downloaded directly into the RJC management system. (RP 448-49, 608-9).

(18) Joe Connor personally oversaw Pugh and RJC's employees soliciting Kassa clients. (RP 594, 630).

(19) The physical client list was provided to RJC by Pugh, and was kept in his employment file at RJC. (RP 411-12, 590).

The evidence above establishes the RJC was not justified in relying upon Pugh's statement of ownership. Based on the industry custom and surrounding circumstances, it is unreasonable to find that RJC did not know that Pugh had misappropriated the book of business from Kassa. The evidence presented showed the industry custom is that agents do not own clients, the agency own clients. (RP 513, 632). There was no evidence presented by RJC or Pugh at trial, other than Pugh's self-serving statement of ownership, that Pugh owned the Kassa clients.

The trial court abused its discretion by adopting a position that RJC did not have knowledge of Pugh's misappropriation, which is a position based upon the facts and evidence in this matter, that no reasonable person would take. *Mayer v. Sto Indus., Inc.*, 156 Wash.2d 677, 684, 132 P.3d 115 (2006). Given the evidence presented at trial, it is unreasonable to find that RJC did not know of the misappropriation by Pugh. At the very least the evidence at trial

shows that RJC chose to ratify Pugh's misappropriation, as will be discussed in the section below.

Based upon that above facts, which evidences the trial court's error of law and abuse of discretion, the Appellate Court should reverse the trial court and find that RJC is vicariously liable for the trade secret misappropriation by Pugh.

B. RJC IS VICARIOUSLY LIABLE FOR RATIFYING THE USE OF THE KASSA CLIENT LIST AND BENEFITTING FROM RJC'S USE OF IT.

In RJC's response brief, it argues that because Joe Connor did not personally see the client list taken by Pugh, that RJC cannot be held vicariously liable for the misappropriation. This argument is not support by the UTSA. Pursuant to *RCW 19.108.010(2)*, "misappropriation" means:

(a) Acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or

(b) Disclosure or use of a trade secret of another without express or implied consent by a person who:

(i) Used improper means to acquire knowledge of the trade secret; or

(ii) At the time of disclosure or use, knew or had reason to know that his or her personal knowledge of the trade secret was (A) derived from or through a person who had utilized improper means to acquire it, (B) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use, or (C) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or

(iii) Before a material change of his or her position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.

RCW 19.108.010(2). (emphasis added.). A “person,” as defined within the UTSA, includes a corporation. *RCW 19.108.010(3)*.

RJC argues that because Joe Connor did not physically see the client list created by Pugh, RJC cannot be held vicariously liable for the misappropriation. (RJC Br. at 17). RJC goes on to argue that there is no distinction between Joe Connor and RJC for purposes of vicariously liability in this matter. (RJC Br. at 32-34). This is where the distinction between Joe Connor the individual and RJC the corporation is most prevalent for the purposes of RJC being vicariously liable. Mr. Connor may not have physically seen the client list created by Pugh, but RJC had knowledge of the client list,

made use of the client list to misappropriate Kassa's trade secrets, and benefitted from the misappropriation.

Despite not physically seeing Pugh's list, Joe Connor knew Pugh was bringing a client list to RJC from Kassa. (RP 628). Joe Connor knew that Pugh was using the information contained on the client list brought to RJC by Pugh from Kassa in his employment at RJC. (RP 627). Joe Connor knew that RJC employees were assisting Pugh in the solicitation of Kassa clients, and that the Kassa information was being downloaded into the RJC management system. (RP 611, 630-31). Further, Joe Connor knew that "Broker of Record" forms were transferring clients from Kassa to RJC, and not from Pugh to RJC. (RP 594). Joe Connor also knew that it is wrong for an agent to take client information from agency. (RP 631).

Whether Mr. Connor physically saw the list created by Pugh is irrelevant for the purpose of vicarious liability. RJC was aware that Pugh had a client list and that Pugh would be taking clients from Kassa to RJC. (RP 627-28). With this knowledge, RJC directed Pugh exactly how to transfer the clients on Pugh's list from Kassa to

RJC. (RP 628-29). RJC directed Pugh to take Kassa's clients on a "Broker of Record" form, because RJC knew Pugh could not walk out of Kassa's door with client files. (RP 628-29).

The above facts establish that RJC ratified Pugh's misappropriation. Implied ratification occurs:

[I]f the corporate principal, with full knowledge of the material facts (1) receives, accepts, and retains benefits from the contract, (2) remains silent, acquiesces, and fails to repudiate or disaffirm the contract, or (3) otherwise exhibits conduct demonstrating an adoption and recognition of the contract as binding.

Smith v. Hansen, Hansen, & Johnson, 63 Wash. App. 355, 369, (1991), *review denied*, 118 Wash.2d 1023 (1992). By contract, RJC owned all clients brought from Kassa by Pugh to RJC. (Ex P-2).

RCW 19.108.010(2) operates to impose liability when a corporation knows or has reason to know that the information was obtained using improper means, or when the information obtained is subject to a continued duty to maintain its secrecy, and the corporation uses that information. The evidence shows that RJC knew or had reason to know Pugh obtained Kassa's client information through improper means, and RJC chose to use and benefit from the Kassa client information. The evidence also shows

that RJC knew or had reason to know that Pugh was subject to a continuing duty to maintain the secrecy of his former employer Kassa's client information.

RJC chose to use the Kassa client information for its benefit despite the fact that Pugh, as a former employee of Kassa, had a duty to maintain secrecy of Kassa's client information, and not to use Kassa's client information to Kassa's detriment. *See, Nowogroski*, 137 Wash.2d at 437. Under the UTSA, RJC is vicariously liable for Pugh's misappropriation of Kassa's trade secrets because RJC used Kassa's client information which was **“derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use...”** *RCW 19.108.010(2)(b)(ii)(C)*. RJC ratified Pugh's misappropriation by benefiting from the disclosure of Kassa's trade secrets in violation of the UTSA. *Smith* 63 Wash. App. at 369, (1991), *review denied*, 118 Wash.2d 1023 (1992).

It is not a valid defense to ratification for RJC to claim it did not know Pugh had a continuing duty not to disclose Kassa's trade secrets. “Just as ignorance of the law is no excuse for the violation of a law, ignorance of the affairs of a business to which one owes a

duty of diligence, care and skill does not excuse a director from liability for his or her colleague's fraud or malfeasance." *Senn v. N.W. Underwriters*, 74 Wash. App. 408, 416 (1994). "Mere passivity and disavowal of knowledge alone do not and should not constitute a pass to freedom from responsibility." *Green v. McAllister*, 103 Wash. App. 452, 469 (2000) citing, *Senn*, 74 Wash. App. at 417 (1994).

It is an abuse of discretion when a trial court applies the wrong legal standard, or, despite applying the right legal standard, adopts a position no reasonable person would take. *Mayer v. Sto Indus., Inc.*, 156 Wash.2d 677, 684, 132 P.3d 115 (2006). In this matter, the trial court applied the wrong legal standard by applying the above facts and evidence to Joe Connor personally, and not RJC as an entity. (CP 867-68).

The above evidence presented at trial shows that RJC not only knew about the misappropriation of Kassa clients, but participated in the misappropriation. Even if Joe Connor did not physically see the client list Pugh took from Kassa, RJC directed Pugh how to take the clients from Kassa, used its resources and

employees to solicit Kassa clients, and retained the benefit of owning all of the Kassa clients transferred by Pugh. (RP 628-29, 632, & Ex. P-2). RJC ratified Pugh's misappropriation by retaining the benefit with full knowledge of the material facts establishing the misappropriation of Kassa's trade secrets.

The facts and evidence in this matter support a finding that RJC is vicariously liable for the trade secret misappropriation of Pugh because RJC chose to ratify the use of the Kassa client information.

C. THE LACK OF A COVENANT NOT TO COMPETE DOES NOT ESTABLISH OWNERSHIP OF KASSA'S CLIENTS.

Another theme running throughout RJC's responsive brief and testimony at trial is its claim the lack of a covenant not to compete creates the right for Pugh to take Kassa's client list. (RJC Br. at 20; RP 628-29). RJC's mistaken belief in the law again shows RJC's vicariously liability in this matter.

During employment negotiations with Pugh, RJC inquired as to whether Pugh had an employment contract with Kassa and whether Pugh had a covenant-not-to-compete. (RP 582) RJC's

claim is that without a covenant-not-to-compete, Pugh could legally take Kassa's clients via a "Broker of Record" form. (RP 628-29). In fact, RJC directed Pugh to take Kassa's clients via a "Broker of Record" form to RJC. (RP 628-29).

As Joe Connor, president of RJC, testified at trial:

Q: And in fact, you told Mr. Pugh that, if he left Kassa, to take the clients, quote, over on a Broker of Record form, correct?

A: Yes, because he did not have a noncompete, and the only way you're going to go ahead and get them from one agency to another with a noncompete was over a Broker of Record letter.

Q: Because he couldn't walk out of the Kassa Insurance Agency with those files, right?

A: Correct.

Q: Because in fact, you had never seen anything in writing that gave Mr. Pugh any interest in those files, right?

A: I've already answered that. Yes, that's correct.

Q: Now, its your understanding that Mr. Pugh was an employee of Kassa Insurance, correct?

A: Correct.

Q: You didn't believe that he was an owner in the agency?

A: I believed that he told me. He said he was an employee.

(RP 628-29).

The testimony of Joe Connor above shows that RJC knew, despite Pugh's statement of ownership, Pugh did not own the Kassa clients. (RP 628-29). The above testimony also shows that RJC directed Pugh to take Kassa's clients and even directed Pugh as to how to successfully take Kassa's clients. (RP 628-29).

For the purposes of the UTSA, the above testimony shows that RJC participated in the misappropriation of Kassa's trade secrets by inducing Pugh to breach his duty of loyalty to Kassa. *RCW 19.108.010*. In Washington, "the former employee, even in the absence of an enforceable covenant not to compete, remains under a duty not to use or disclose, to the detriment of the former employer, trade secrets acquired in the course of previous employment." *Nowogroski v. Rucker*, 137 Wash.2d 427, 437 (1999).

RJC cannot use as a defense to vicarious liability its ignorance of the law in Washington stating that Pugh had a continued duty to maintain Kassa's confidential information as a former employee in his new employment at RJC. See *Nowogroski*,

137 Wash.2d at 437. As the Appellate Court has stated with regard to a company's duty:

One cannot discharge a duty by remaining ignorant of what that duty entails. Just as ignorance is no excuse for the violation of the law, ignorance of the affairs of a business to which one owes a duty of diligence, care and skill does not excuse a director from liability for his or her colleagues' fraud or malfeasance.

Senn v. Northwest Underwriters, 74 Wash. App. 408, 416 (1994).

The evidence established that RJC mistakenly believed that the absence of a covenant not to compete allowed Pugh to take Kassa's clients. (RP 628-29). RJC cannot combine the lack of covenant not to compete with Pugh's self serving statement of ownership as its defense to vicarious liability. RJC had a duty to know that even where there is a lack of a covenant not to compete, Pugh could not take Kassa's clients. *See, Nowogroski*, 137 Wash.2d at 437.

The trial court abused its discretion by finding that RJC was not vicarious liable for Pugh's misappropriation when the evidence established that RJC directed Pugh how to misappropriate Kassa's clients in the absence of a covenant not to compete. The trial court's finding in this regard is an error of law, or at the very least an abuse

of discretion. *Mayer v. Sto Indus., Inc.*, 156 Wash.2d 677, 684, 132 P.3d 115 (2006).

Based upon that above facts, which evidences the trial court's error of law and abuse of discretion, the Appellate Court should reverse the trial court and find that RJC is vicariously liable for the trade secret misappropriation by Pugh.

D. THOLA DOES NOT RELIEVE RJC'S LIABILITY.

In its reply brief, RJC argues that the holding in *Thola v. Henschell*, 140 Wash. App. 70 (2007), operates to exclude RJC from vicariously liable in this matter. *Thola*, however, is distinct and its holding supports a finding of vicarious liability in this case.

In *Thola*, the plaintiff, Mary Jo Thola, brought an action against her former employee, Alta Mahan, and Ms. Manhan's new employer, Martin Henschell, for trade secret misappropriation. *Thola*, 140 Wash. App. at 76. While working for Thola, Manhan agreed to accept employment with Henschell that promised a salary of \$3,800.00 per month, plus a \$100.00 bonus for each client that Manhan produced as a client to Henschell. *Id.* Manhan continued

working for Thola for two months prior to beginning her employment at Henschell. *Id.* While still working for Thola, Manhan used a Thola's confidential client list to solicit clients for her future employer Henschell. *Id.* Many of Thola's clients transferred their business to Henschell as a result of Manhan's solicitation. *Id.*

Thola brought an action claiming that Henschell was vicariously liable for Manhan's trade secret misappropriation. *Id.* at 76. The jury found Henschel vicariously liable, and Henschell appealed. *Id.* at 76-77. The Appellate Court found that there was insufficient evidence to find that Manhan was acting as an agent of Henschell at the time Mahan stole the client list from Thola, and overturned the finding of vicarious liability. *Id.* at 88. However, the matter was remanded for retrial on the issue of whether Henschell ratified Mahan's conduct by retaining the benefits of Manhan's misappropriation. *Id.* at 89.

Unlike the facts in *Thola* where Mahan solicited Thola's clients prior to starting employment with Henschell, Pugh conducted all of his solicitation of Kassa's clients within the course and scope

of his employment at RJC. See, *Thola*, 140 Wash. App. at 76. Pugh testified that on the first day of his employment at RJC he began to solicit Kassa clients using the client list that he created from Kassa's confidential files. (RP 412). Pugh and Joe Connor testified that RJC employee Karen Morris assisted Pugh in his solicitation of Kassa clients, client solicitations were sent out on RJC letterhead, and the information from the client list he obtained from Kassa was immediately entered into the RJC management software. (RP 448-49, 481-82, 594, 630).

Further, evidence showed that all of the clients that were successfully solicited by Pugh on behalf of RJC were contractually owned by RJC. (Ex P-2). Joe Connor testified that he monitored Pugh's solicitations, and was aware of the "Broker of Record" forms that came into the office showing the change in agency from Kassa to RJC. (RP 591, 594).

Most importantly, RJC directed Pugh as to the correct way to move Kassa's clients from Kassa to RJC. (RP 628-29). RJC had a pre-employment discussion with Pugh regarding taking Kassa's clients via a "Broker of Record" form prior to Pugh starting his

employment at RJC. (RP628-29). RJC provided Pugh with the knowledge necessary to formulate a list that would allow Pugh to transfer Kassa clients to RJC once Pugh began his employment at RJC. Then, Pugh, within the course and scope of his employment at RJC, executed the "Broker of Record" forms as directed by RJC moving the Kassa clients to RJC as he was directed by RJC. (RP 629-30).

Unlike *Thola*, the facts and evidence in this matter show not only show that RJC was aware of the misappropriation of Kassa's clients, but actually participated in the misappropriation of Kassa client list prior to Pugh leaving employment at Kassa. (RP 629-30). RJC participated in the misappropriation by directing Pugh as to how to take Kassa's clients to RJC.

RJC also participated in the misappropriation by providing Pugh with the ability to transfer clients from Kassa to RJC. As an agent, Pugh does not possess a contract with any insurance company; thus, without being affiliated with an agency Pugh cannot bind clients to insurance contracts. (RP 457-59). Pugh's ability to sell and bind insurance contracts stems from his affiliation with an

insurance agency that possesses contracts with insurance companies. (RP 51).

At the direction of RJC, Pugh had Kassa clients sign broker of record forms transferring the clients from Kassa to RJC. (RP 628-29). Pugh's ability to transfer the Kassa clients to RJC stemmed from his affiliation with RJC. (RP 457). Without being affiliated with RJC, Pugh could not transfer Kassa's clients away from Kassa because Pugh does not possess any contracts with insurance companies to individually sell insurance. (RP 51, 457). Thus, without RJC, Pugh could not have misappropriated Kassa's confidential client information.

The holding in *Thola* regarding vicarious liability of a future employer is not applicable to the facts in this case, as the facts in *Thola* are distinct from the facts in this matter. The holding in *Thola* supports a finding of vicarious liability in this matter. *See, Thola*, 140 Wash. App. at 81.

Based upon that above, the Appellate Court should not consider the holding in *Thola* as barring RJC from being held vicariously liable in this matter. The Appellate Court should reverse

the trial court and find that RJC is vicariously liable for the trade secret misappropriation by Pugh.

II. RAP 18.1 MOTION FOR ATTORNEY FEES AND COSTS

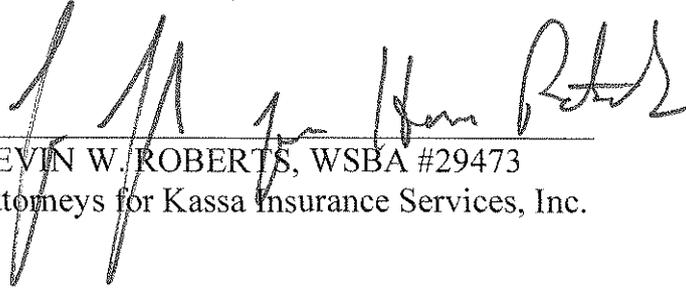
Kassa respectfully requests an award of the reasonable attorney fees and costs incurred in the appeal against RJC and Pugh based on RAP 18.1 and *RCW 19.108.040*.

III. CONCLUSION

Pursuant to the foregoing, Kassa Insurance Services, LLC respectfully requests its cross appeal be granted and RJC be found vicariously liable.

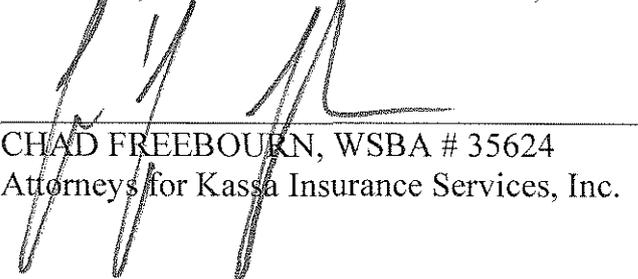
DATED this 21st day of October, 2013.

DUNN & BLACK, P.S.



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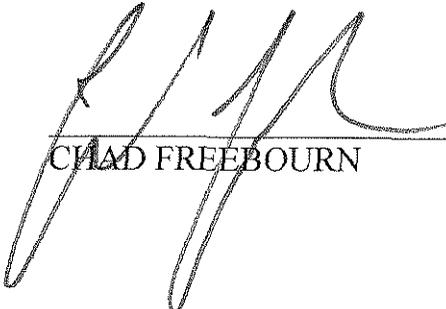
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 21st day of October, 2013, I caused to be served a true and correct copy of the foregoing document to the following:

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