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COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON
By _____

No. 314961

Superior Court No. 08-2-008-48-6

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

MARIA MACHADO, individually,

Appellant

v.

DEPARTMENT OF LABOR AND INDUSTRIES STATE OF WASHINGTON

Respondent

BRIEF OF APPELLANT

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III. INTRODUCTION

In June 2006, Maria Machado arrived at Lyall Farms (Lyall) for the sole purpose of picking cherries. (CP 29; 10/2/07 Tr. 30) The Lyall orchard is owned and operated by the Lyall family. (CP 30; 10/2/07 Tr. 24; 10/4/07 Tr. 4-5) Ms. Machado immediately went into the orchard with her daughter-in-law, Maria Rodriguez (who had already been picking for two days) and began to pick cherries, using a Lyall supplied ladder. (CP 27-28; 10/2/07 Tr. 7, 8-10) Ms. Machado and Ms. Rodriguez decided to work together and split the money they earned until Ms. Machado got her own "picker number."¹ (CP 27-29; 10/2/07 Tr. 7-8, 13-14, 30-31) This type of arrangement was not uncommon among cherry pickers although Lyall strongly encouraged each worker to get their own picker number for record-keeping purposes. (CP 29, 31; 10/2/07 Tr. 20-23; 10/4/07 Tr. 8-9, 33)

Ms. Machado did not fill out an application to work for Lyall prior to commencing picking cherries with Ms.

¹ The picker number is a means of identifying the particular worker for record-keeping purposes. Lyall used this number to keep track of the number of pounds of cherries each worker picked. The workers were paid for the cherries they had picked at the conclusion of the harvest season. (CP 28; 10/4/07 Tr. 8-10, 13, 19)

Rodriguez. (10/2/07 Tr. 30) However, she was aware that it needed to be done and asked two different Lyall employees how it could be accomplished. (CP 29-30; 10/2/07 Tr. 14, 35-36) Both times she was told to keep working because a Lyall employee would come to her in the orchard with the requisite paperwork. (CP 29-30; 10/2/07 Tr. 31, 35-36) Again, this was not an uncommon practice. In fact Ms. Rodriguez testified that prior to commencing picking cherries on her first day at Lyall she gave only her name and address. Even so, she was given a picker number without completing all the requisite paperwork. It was not until she had worked for two days that Ms. Rodriguez completed the application process. (CP 28-29; 10/2/07 Tr. 10-11)

Miguel Barajas was the field foreman at Lyall. He hires workers on Lyall's behalf. It was his job to check on the workers in the orchard, placing them in the rows that needed picking. He also assigned ladders to the pickers. He was partially in charge of quality control regarding the condition of the cherries and occasionally would advise pickers with no picker number to go to the Lyall employment office to get one. He was Ms. Machado's and Ms.

Rodriguez's immediate supervisor. He checked on the pickers in the field at least once per day. Ms. Machado testified that she personally spoke with Mr. Barajas on her first day of working in the orchard, asking him about the paperwork she needed to fill out. He told her to keep working, that someone would come to her in the orchard with the paperwork that needed to be completed. (CP 29; 10/2/07 Tr. 12-14, 19-20, 31, 35-36; 10/4/07 Tr. 12-13)

On July 1, 2006, Maria Machado was injured² when she fell from the Lyall supplied ladder. (CP 27, 34; 10/2/07 Tr. 31-32) She suffered injuries to her back and hips as a result of the fall and was taken to the Prosser hospital by a Lyall employee. (10/2/07 Tr. 32, 34-35) She filed a claim for benefits under the Industrial Insurance Act (the Act). (CP 34) On July 26, 2006, the Department of Labor and Industries (the Department) rejected the claim. (CP 34) That order was affirmed on October 24, 2006. (CP 34) Ms. Machado appealed the order to the Board of Industrial Insurance Appeals (Board), which was affirmed in a Proposed Decision and Order (PD&O) dated December 12,

² As that term is set forth in RCW 51.08.100

2007. (CP 27-36) A February 5, 2008 order denied Ms. Machado's petition for review making the December 12, 2007 proposed decision a final order. (CP 25; CABR 1) She exercised her right to a trial de novo in the Yakima County Superior Court pursuant to RCW 51.52.115. At the conclusion of a bench trial the court affirmed the Board decision, adopting the findings and conclusions in toto. (Trial Tr. 11)

IV. ASSIGNMENT OF ERROR

- 1.) The trial court erred when it determined the Board's Findings of Fact were supported by a preponderance of the evidence. Accordingly, Ms. Machado assigns error to the trial court's Finding of Fact #1.2,³ which incorporates by reference the Board's Findings of Fact #1-5. Ms. Machado specifically assigns error to the Board's Findings of Fact #3-5 (CP 34-35)
- 2.) Ms. Machado also assigns error to the trial court's Conclusion of Law #2.2,⁴ which incorporates by reference

³ The trial court's Finding of Fact #1.2 states: "The Board's Findings of Fact are supported by a preponderance of the evidence. The Court adopts as its Finding of Fact, and incorporates by this reference, the Board's Findings of Facts [sic] Nos. 1 through 5 of the December 12, 2007 Proposed Decision and Order adopted by the Board of Industrial Insurance Appeals as its Final Order on February 5, 2008." (CP 43)

⁴ The trial court's Conclusion of Law #2.2 states: "The Board's Conclusions of Law are correct and should be affirmed. The Court adopts as its Conclusions of Law, and incorporates by this reference, the Board's Conclusions of Law Nos. 1 through 3 of the December 12, 2007 Proposed Decision and Order, adopted by the Board of Industrial Insurance Appeals as its Final Order on February 5, 2008." (CP 43)

the Board's Conclusions of Law #1-3. Specifically, she claims the Board's Conclusions of Law # 2-3 do not flow from the Board's findings. (CP 35).

A. ISSUE PERTAINING TO THE ASSIGNMENT OF ERROR

Does substantial evidence support the trial court's determination that Ms. Machado was not an employee of Lyall Farms at the time of her injury?

V. STATEMENT OF THE CASE

Maria Machado was injured after she fell from a ladder in a cherry orchard. She applied for benefits under the Act, RCW Title 51, but was denied after the Department determined she was not a Lyall Farms employee at the time of her injury. She contends that an employer/employee relationship had previously been formed pursuant to the decision set forth in *Novenson v. Spokane Culvert & Fabricating Co.*, 91Wn.2d 550, 588 P.2d 1174 (1979), thus, benefits should have been provided.

VI. Argument

A. Standard of Review

Review by the Court of Appeals is governed by RCW 51.52.140. It reviews a trial court's decision on an industrial insurance appeal for "substantial evidence, taking the record in the light most favorable to the party who prevailed in superior court." *Harrison Mem'l Hosp. v. Gagnon*, 110 Wn. App. 475, 485, 40 P.3d 1221 (2002) (footnote omitted). It then reviews, de novo, whether the trial court's conclusions of law flow from the findings. *Rogers v. Dep't of Labor & Indus.*, 151 Wn. App. 174, 180, 210 P.3d 355 (2009). Substantial evidence is that quantum of evidence sufficient to persuade a rational, fair-minded person that the premise is true. *Wenatchee Sportsmen Ass'n v. Chelan County*, 141 Wn.2d 169, 176, 4 P.3d 123 (2000).

Although the Department's interpretation of the Act is not binding, it is given deference by the appellate court. *Malang v. Dep't of Labor & Indus.*, 139 Wn. App. 677, 684, 162 P.3d 450 (2007). (Citations omitted.) The guiding principle of the Act is that it is remedial in

nature and is to be liberally construed to achieve its purpose of providing compensation to injured workers, with all doubts resolved in favor of the worker. RCW 51.12.010; *Michaels v. CH2M Hill*, 171 Wn.2d 587, 598, 257 P.3d 532 (2011).

B. Disputed Findings

Ms. Machado assigns error to the Board's (and ultimately the trial court's) Findings of Fact #3-5. (CP 34-35)
The Board's Finding of Fact #3 states:

Prior to the fall, Mrs. Machado's daughter-in-law, Maria Rodriguez, was employed as a harvest worker at Lyall Farms. Mrs. Machado accompanied her daughter-in-law to the orchard and they entered into an arrangement where they would both harvest cherries under Mrs. Rodriguez's designated picker number. The two would later split the proceeds of the check that was to be paid by Lyall Farms to Mrs. Rodriguez. (CP 34)

Ms. Machado agrees this Finding, only insofar as it goes, is supported by substantial evidence. However, it does not go far enough, ignoring one essential fact. All the testimony elicited at the hearing reveals the "arrangement" was a temporary one, in effect only until Ms. Machado got her own picker number. During questioning at the Board level the

following question was asked of and answered by Ms.

Rodriguez:

Q: Was your intention that season for your mother-in-law to pick under your number for the entire season, or was she going to get her own [picker] number?

A. No. She was going to put her name down and get her own number so that she could work. (10/2/07 Tr. 14) (Emphasis added.)

Likewise, in her testimony Ms. Machado stated:

Q: Did you pick cherries while you were working there?

A. Yes.

Q: And what was your understanding of how you would be paid for picking those cherries?

A. Well, I was going to fill out an application, but they weren't filling them out on that day, so I was going to work along with my daughter-in-law, and she was going to split the pay with me until I filled out my own application. (10/2/07 Tr. 30) (Emphasis added.)

The Board Finding #3 is incomplete and skews the evidence in favor of the employer. Ms. Machado cannot ask this court to consider a finding that does not exist. She is forced to concede the Board's Finding, as written, is supported by substantial evidence. However, facts are missing that are crucial to her claim for benefits. Recall the Act is to be liberally construed in order to provide just

compensation to the injured worker, with all doubts resolved in favor of the worker. It was error for the Board to leave out vital facts especially when any doubt should have been resolved in Ms. Machado's favor. The trial court's agreement with Board Finding #3 is reversible error.

The Board's Finding of Fact #4 states:

Prior to her fall, Mrs. Machado did not report to the owner of Lyall Farms or any designated representative. She did not obtain permission, and did not show the necessary identification or complete the requisite paperwork to work at the orchard. (CP 34)(Emphasis added.)

This is another example of the Board neglecting to fully set forth in its findings, the details that were elicited at the hearing. As a result, a finding is made that, taken alone, is supported by substantial evidence yet that finding fails to set forth crucial facts that are also supported by substantial evidence that change the outcome of Ms. Machado's appeal.

The first sentence of this Finding is problematic. Part of the analysis necessarily depends on the definition of the word "report." Substantial evidence in the record does support the Board's determination that Ms. Machado did not personally "report" to Lyall's owner by going to the employment office to fill out paperwork prior to beginning to

pick cherries. However, the record also substantially supports a finding that Ms. Machado did report her presence in the orchard as a cherry picker to two designated Lyall employees. She initially reported her presence to the field foreman, Mr. Barajas, and then to another unidentified female employee and informed each of them that she needed to fill out the proper paperwork so she could get her picker number. (10/2/07 Tr. 35-36) She did not try to hide her presence or the fact that she was picking cherries without a picker number. (10/2/07 Tr. 31) There is no dispute that when each employee learned she did not have a picker number she was not asked to leave the orchard. Instead, she was told to keep working hard. (10/2/07 Tr. 31) In the meantime Ms. Machado was assured by both employees that someone would come to her in the orchard later that day with the paperwork. (10/2/07 Tr. 35-36) She relied on those assurances and kept working as directed by Mr. Barajas. At no time was she directed to go to the main house or the office to fill out paperwork. (10/2/07 Tr. 31)

While Ms. Machado did not complete the paperwork prior to starting to pick cherries, this was not an unusual

occurrence. She did not start in the orchard on the first day of the harvest when it is likely that most workers were instructed on how and where to fill out the paperwork and what type of identification was required. (10/2/07 Tr. 30) Ms. Machado arrived at Lyall to pick cherries two days after the cherry harvest had begun. (10/2/07 Tr. 7) Contrary to the procedure Mr. Lyall described as required to get a picker number (10/4/07 Tr. 6-7), Ms. Rodriguez testified that she got her picker number on the first day of harvest by merely giving them her name and address. She did not complete the application process for two more days. (10/2/07 Tr. 10-11) Mr. Lyall later admitted that not all laborers complete the application process prior to picking cherries. (10/2/07 Tr. 20-21; 10/4/07 Tr. 8-9) For that reason Lyall would send an employee into the orchard to check to see if it had complete records on all the pickers. (10/4/07 Tr. 9) A close reading of the record reveals Ms. Machado did report to two Lyall designated employees and because she was not asked to leave the orchard she received implied permission to pick cherries for Lyall. Substantial evidence does not support the Board's Finding #4.

The Board's Finding of Fact #5 states:

The employer was neither aware that Mrs. Machado was working at the orchard, nor that she entered into an arrangement to harvest cherries under Mrs. Rodriguez's designated number. There was no mutual agreement to establish an employer-employee relationship between the claimant and Lyall Farms." (CP 35)(Emphasis added.)

As an initial matter, the same analysis that was set forth above applies to the Board's finding that Lyall was not aware Ms. Machado was working at the orchard. The designated Lyall representatives knew Ms. Machado was picking cherries in the orchard and did not ask her to leave or go to the office to get a picker number. Because there is no dispute the people she spoke with were working on behalf of Lyall, it necessarily follows that knowledge was imputed to Mr. Lyall, the owner of the orchard.

Next, it is admitted that Ms. Machado did not ask for nor receive permission to share a cherry bin with Ms. Rodriguez. Mr. Lyall testified this practice was discouraged but admitted he knew it occurred. (10/2/07 Tr. 20 Tr. 20; 10/4/07 Tr. 39-40) However, these facts tell only a part of the story. As noted above, it was not unusual for a worker to start picking cherries prior to receiving a picker number or

filling out the proper paperwork. (10/2/07 Tr. 20) In practice, it is both misleading and untrue to imply that Ms. Machado was illegally in the orchard merely because she didn't fill out the paperwork in the Lyall office or ask permission to work filling the same bin with Ms. Rodriguez. Permission to work with Ms. Rodriguez was not requested because Ms. Machado expected, and was assured, that a Lyall employee would come to her in the orchard with the paperwork so she could get her own picker number. Again, the agreement was that the women would only work together until Ms. Machado received her own picker number. The fact that Ms. Machado did not yet have a picker number when she was injured should not disqualify her as an employee under the specific facts of this case especially if one considers the remedial nature of the Act and that all doubts are to be resolved in the injured worker's favor.

The second sentence of Finding of Fact #5 goes to the crux of this appeal: Was Ms. Machado a Lyall employee at the time of her injury? Pursuant to Washington case law, "an employment relationship exists only when: (1) the employer has the right to control the servant's physical

conduct in the performance of his duties, and (2) there is consent by the employee to this relationship.” *Novenson v. Spokane Culvert & Fabricating Co.*, 91 Wn.2d 550, 553, 588 P.2d 1174 (1979); *see also Marsland v. Bullitt Co.*, 71 Wn.2d 343, 345, 428 P.2d 586 (1967); *Fisher v. City of Seattle*, 62 Wn.2d 800, 804, 384 P.2d 852 (1963). “Whether a situation satisfies both prongs is a question of fact.” *Rideau v. Cort Furniture Rental*, 110 Wn. App. 301, 302, 39 P.3d 1006 (2002). “A mutual agreement must exist between the employee and employer to establish an employee-employer relationship.” *Novenson*, 91 Wn.2d at 553.

Under the particular facts of this case substantial evidence supports the first prong of the *Novenson* test. The evidence reveals that two Lyall employees specifically knew of and approved the fact that Ms. Machado was picking cherries in the Lyall orchard using the Lyall supplied ladder as needed. She was never asked to stop picking or leave her assigned row in the orchard even when she admitted she did not have a picker number. Mr. Lyall testified that no workers are allowed to choose where in the orchard they will pick. That decision is made by Lyall’s field foreman, Mr.

Barajas. (10/4/07 Tr. 12) Both Ms. Machado and Lyall's field foreman and designated employee had a mutual agreement that she would pick cherries for Lyall. Whether or not Mr. Lyall, himself, "hired" Ms. Machado is immaterial. He testified that Mr. Barajas made the hiring decisions. Additionally, his designated employees allowed and encouraged her to pick cherries in the Lyall orchard, even though they knew she didn't have a picker number. The designated employees assured Ms. Machado the necessary paperwork would be brought to her in the orchard. These facts establish the employer/employee relationship envisioned in *Novenson*. The mere fact that Ms. Machado did not have a picker number does not mean she was not a Lyall employee.

In regard to the second prong, there must be employee consent to the employer/employee relationship. "[F]or workers' compensation purposes the consent of the employee in entering the relationship becomes crucial in ascertaining whether an employment relationship exists." See, *Jackson v. Harvey*, 72 Wn. App. 507, 515, 864 P.2d 975 (1994). There is no dispute that Ms. Machado

consented to the employment relationship. As set forth above, she voluntarily went to the Lyall orchard to pick cherries. She remained in a specific area of the Lyall orchard and used a Lyall supplied ladder. Ms. Machado worked in the orchard for two days, making repeated requests for information regarding the application process from Lyall employees. She relied on their assurances that the paperwork was forthcoming. This was reasonable because as Mr. Lyall testified, “[W]e always send somebody around to check and make sure that it’s [paperwork is properly filled out] done if for some reason somebody may have not initially filled one out.” (10/4/07 Tr. 9) (Emphasis added.) If there was no employer relationship established, Ms. Machado would have been asked to leave the orchard when she admitted that she didn’t have a picker number. She was not directed to the office to get a picker number, instead she was told to stay where she was and work hard. She did as she was told. She intended to work the entire harvest for Lyall and the only reason she left the orchard was because she was taken to the hospital after her injury. These facts equate to a mutual agreement to the

employer/employee relationship between Lyall and Ms. Machado. Likewise, the record is clear that Lyall had the right of control over Ms. Machado's activities in the orchard.

In making its decision that Ms. Machado was not a Lyall employee the Board relied heavily on the fact that she was not "officially" on the Lyall payroll and did not have a picker number thus, could not possibly have been a Lyall employee at the time of her injury. (CP 33) It found her testimony regarding her contact with the Lyall employees vague. (CP 32) As noted above, a careful reading of the record reveals this is not true. Both prongs of the *Novenson* test are established under the facts of this case.

The Board's determination that "[i]t would be unreasonable and impractical to unilaterally impose an employer-employee relationship upon the employer under these circumstances" (CP 33) is erroneous. Quite the opposite, it would be unreasonable and unjust to deny employee status to a cherry picker that: (1) went to Lyall's cherry orchard with the express intent of harvesting cherries; (2) is working in the employer's orchard with the knowledge and approval of Lyall's designated employees; (3) was not

asked to leave the orchard when the employer's agents were informed that no picker number had been obtained; (4) was standing on an employer supplied ladder with the Lyall designated employees' full knowledge; (5) relied on multiple assurances that the necessary paperwork to get a picker number would be brought to her in the orchard; and (6) was never directed to the office in order to fill out the required paperwork.

C. Conclusions of Law

The trial court's Conclusion of Law 2.2 references the Board's Conclusions #1-3. Ms. Machado agrees with the Board's Conclusion #1, which states:

The Board of Industrial Appeals has jurisdiction over the parties to and subject matter of this appeal. (CP 35)

However, she does take issue with the Board's Conclusion #2, which states:

Lyall Farms did not have an employment contract with Maria Machado, and was not her employer within the meaning of RCW 51.08.070. (CP 35)

It is true there was no formal, written contract between Lyall and Ms. Machado. However, a de novo review of the record demonstrates there was certainly a meeting of the minds

that Lyall was the employer and Ms. Machado was its employee, which was reasonable under the specific facts of this case. It is unjust to deny employee status to an injured worker when prior to the injury the employer approved her presence and obtained the benefit of her work product.

Finally, Ms. Machado maintains the Board erred because the evidence does not support its Conclusion #3, which states:

Mrs. Machado failed to substantiate an employer-employee relationship at the time of her injury. . . . (CP 35)

The fact that Ms. Machado had not completed the application process to get a picker number prior to her injury is not alone determinative of her status as an employee. Pursuant to the *Novenson* 2-prong test, an employment relationship was formed because Lyall had the right, and in fact did, control where in the orchard Ms. Machado picked cherries. Additionally, the ladder from which she fell was owned and distributed by Lyall. It controlled when and how much Ms. Machado would be paid based on the number of pounds of cherries she harvested. She consented to the employment relationship upon assurances that the proper

paperwork would be brought to her. The Board's conclusion cannot be supported on this record.

D. Attorney Fees

If successful in her appeal, Ms. Machado requests attorney fees pursuant to RAP 18.1, RCW 51.52.130⁵ and *Brand v. Dep't of Labor and Indus.*, 139 Wn.2d 659, 989 P.2d 1111 (1999). In deciding an attorney fee request this court is to look to both the statutory scheme and the historically liberal interpretation of the Act in favor of the injured worker. The purpose behind the statutory attorney fees award is to ensure adequate representation for the injured worker who is forced to appeal from Department rulings in order to obtain compensation due on their claim. *Id.* at 667-70.

VII. CONCLUSION

Because the findings are not supported by substantial evidence the Conclusions of Law do not flow from those

⁵ The relevant portion of RCW 51.52.130(1) provides: "If, on appeal to the superior or appellate court from the decision and order of the board, said decision and order is reversed or modified and additional relief is granted to a worker or beneficiary ... a reasonable fee for the services of the worker's or beneficiary's attorney shall be fixed by the court."

Findings. Ms. Machado respectfully requests that the trial court's decision be reversed.

Respectfully submitted this 27 day of June, 2013.



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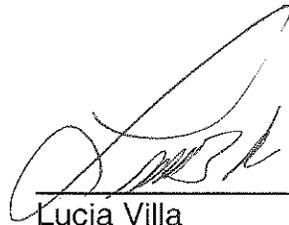
I HEREBY CERTIFY that on the 27th day of June, 2013, I sent for delivery a true and correct copy of Appellant's Brief by the method indicated below, and addressed to the following:

U.S. Mail (Original and one (1) copy)

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