

FILED
Court of Appeals
Division III
State of Washington
9/21/2020 2:09 PM

No. 37471-8

COURT OF APPEALS, DIVISION III
OF THE STATE OF WASHINGTON

PAUL LEWIS, Appellant,

vs.

VERNICE ZANCO AND FRED ZANCO, d.b.a. ZANCO PROPERTIES,
and UNIVERSITY SOUTH AND EAST, LLC, Respondents.

REPLY BRIEF OF APPELLANT

Attorneys for Appellant

SHAYNE J. SUTHERLAND, WSBA #44593
BRIAN G. CAMERON, WSBA #44905
Cameron Sutherland, PLLC
421 W. Riverside Ave., Ste. 660
Spokane, WA 99201
TEL. (509) 315-4507

KIRK D. MILLER, WSBA #40025
Kirk D. Miller, P.S.
421 W. Riverside Ave., Ste. 660
Spokane, WA 99201
TEL. (509) 413-1494

TABLE OF CONTENTS

I. INTRODUCTION.....4

II. ARGUMENT.....3

 A) **The Respondents’ Challenges to the Lower Court’s Findings of Fact Are Not Properly Before the Court on Appeal**.....3

 B) **The Lower Court’s Conclusion that Pre-Amended RCW 43.44.110 Did Not Authorize Zanco to Impose Regulatory Fines Against Its Former Tenants is Not Properly Before This Court**4

 C) **Even if Zanco’s Assignment of Error Could Be Considered, RCW 43.44.110’s Statutory Language Prior to 2019 Amendments and Related Statutes Did Not Authorize Private Parties to Impose Government Regulatory Fines Against Former Tenants**5

 D) **The RLTA Does Not Provide an Adequate Remedy to Mr. Lewis for Zanco’s Illegal Imposition and Collection of Regulatory Fines**7

 i. RCW 59.18.230 does not provide Mr. Lewis with a remedy for Zanco’s illegal conduct8

 ii. RCW 59.18.280 does not provide Mr. Lewis with a remedy for Zanco’s illegal conduct9

 iii. RCW 59.18.130(7) does not provide Mr. Lewis with a remedy for Zanco’s illegal conduct11

 iv. RCW 59.18.140 does not provide Mr. Lewis with a remedy for Zanco’s illegal conduct12

E) Schwab’s CPA Preclusion Does Not Apply When the Landlord-Tenant Relationship Has Ended or There is No Landlord-Tenant Relationship12

III. CONCLUSION.....14

TABLE OF AUTHORITIES

Cases

State v. Schwab, 103 Wn.2d 542, 693 P.2d 108 (1985).....1,14
State v. Kindsvogel, 149 Wn2d 477, 481, 69 P.3d 870 (2003)4
McGowan v. State, 148 Wn.2d 278, 60 P.3de 67 (2002).....4
Strother v. Capitol Bankers Life Ins. Co., 68 Wn. App. 224, 240, 842 P.2d 504 (1992).....4
Dept. of Ecology v. Campbell & Gwinn, LLC, 146 Wn.2d 1, 9-10, 43 P.3d 4 (2002).....5
State v. Engel, 166 Wn.2d 572, 579, 210 P.3d 1007 (2009)..... 5-6
State v. Vela, 100 Wn.2d 636, 641, 673 P.2d 185 (1983).....6
Campbell & Gwinn, LLC, 146 Wn.2d at 9-106
Wright v. Miller, 93 Wn. App. 189, 198, 963 P.2d 934 (1998)6
Gho v. Julles, 1 Wash. Terr. 325 (1871).....12
Holyoke v. Jackson, 3 WEash. Terr. 235, 3 P. 841 (1882)12
Short v. Demopolis, 103 Wn.2d 52, 61, 691 P.2d 163 (1984)13
Eastlake Constr. Co. v. Hess, 102 Wn.2d 30, 686 P.2d 465 (1984).....13
McRae v. Bolstad, 101 Wn.2d 161, 676 P.2d 496 (1984).....13
Ulberg v. Seattle Bonded, Inc., 28 Wn. App. 762, 626 P.2d 522 1981.....13
Tallmadge v. Aurora Chrysler Plymouth, Inc., 25 Wn. App. 90, 605 P.2d 1275 (1979)13
Salois v. Mutual of Omaha Ins. Co., 90 Wn.2d 355, 581 P.2d 1349 (1978)13

Statutes

RCW59.18.140 *Passim*
RCW59.18.130(7).....1,8,11

RCW43.44.110	<i>Passim</i>
RCW19.86	2
RCW59.18.280	2,9,10
RCW59.18.230	8,9
RCW59.18.230(3).....	2,8
RCW 43.44.020	6
RCW 43.44.040	6
RCW43.44.110(4).....	1,5
RCW43.44.110(5).....	5
RCW59.18	<i>Passim</i>
RCW19.86.920	2
RCW59.18.230	2,8,9
RCW59.18.030(32).....	12
 Rules	
RAP 5.1(d)	3
RAP 5.2(f)	3

I. INTRODUCTION

Respondents Vernice and Fred Zanco, d.b.a. Zanco Properties (“Zanco”), imposed and collected the maximum \$200.00 government regulatory fine from its former tenant, Appellant Paul Lewis, for having an allegedly defective smoke detector after his tenancy had ended. Zanco claims that RCW 43.44.110(4) gives it authority to impose the State’s maximum \$200.00 regulatory fine for defective smoke detectors following the termination of the tenancy, without any complaints, investigations, or findings by any regulatory official, such as a city or county fire marshal.

Mr. Lewis brought a single cause of action in the Spokane Superior Court, alleging that Zanco’s unilateral imposition of these regulatory fines is an unfair or deceptive practice that violates Washington’s Consumer Protection Act (“CPA”). The lower court dismissed Mr. Lewis’s case, holding that the ruling of *State v. Schwab*, 103 Wn.2d 542, 693 P.2d 108 (1985), precluded this CPA claim, because even though Zanco’s prohibited conduct occurred *after* the landlord-tenant relationship had ended, it was against consumer’s former landlord, which was enough to preclude any application of the CPA. Specifically, the lower court found that Mr. Lewis’ claim implicated the RLTA “which includes disputes regarding imposing a fine under RCW 59.18.130(7), which incorporates RCW 43.44.110; a proper accounting and return of a tenant’s deposit

under RCW 59.18.280; and prohibited acts under RCW 59.18.230(3) . . .” and thus found *Schwab*’s CPA preclusion applicable. (CP 80).

Mr. Lewis appeals the lower court’s holding that *Schwab*’s CPA preclusion applies in his case, where Zanco’s illegal acts and practices were neither envisioned by nor accounted for in the Legislature’s drafting of the RLTA. As such, consistent with the lower court’s ruling, no remedy was provided within the RLTA to adequately address and redress Zanco’s illegal imposition of government regulatory fines.

Given the CPA’s intentionally broad application and “liberal construction,” RCW 19.86.920, Mr. Lewis requests that this Court clarify that *Schwab*’s prohibition against concomitant CPA actions is limited to those unlawful actions where an RLTA remedy is expressly and adequately provided for therein. *Schwab* should not bar all CPA actions simply because the prohibited conduct has some tangential connection to a residential landlord-tenant relationship, especially when that relationship no longer exists.

Zanco responded to Mr. Lewis’ appeal by raising error for the first time in its brief to two of the lower court’s findings of fact: 1) that the alleged debt containing the regulatory fine Zanco imposed on Mr. Lewis was sent to collections; and 2) that because Zanco’s collection activity threatened Mr. Lewis’ housing assistance program support, he paid the

regulatory fine and excessive wear and tear damages under protest, with a reservation of rights. Zanco also assigned error for the first time in its brief to the lower court's conclusion of law that landlords, prior to the 2019 amendment to RCW 43.44.110, did not possess the authority to assess regulatory fines for inoperable or damaged smoke detectors. Finally, Zanco argues the RLTA contains multiple sufficient avenues of recovery for the complained-of behavior in the RLTA. Zanco's arguments set forth in its Response are addressed in this Reply.

II. ARGUMENT

A) **The Respondents' Challenges to the Lower Court's Findings of Fact Are Not Properly Before this Court on Appeal.**

Zanco assigns error to two of lower court's findings of fact for the first time in its Response: 1) that Mr. Lewis' debt was sent to collections; and 2) that Mr. Lewis remitted payment of \$510.00 under protest because his continuing housing assistance program support was threatened by Zanco's third-party collection efforts.

However, Zanco did not seek cross review by filing a notice of appeal within 14 days of Mr. Lewis filing his Notice of Appeal as required by RAP 5.1(d), and RAP 5.2(f). As such, Zanco's challenges to the lower court's findings of fact, to the extent they seek further affirmative relief, *i.e.* dismissal on other grounds, must not be considered by this Court. *See*

State v. Kindsvogel, 149 Wn.2d 477, 481, 69 P.3d 870 (2003) citing *McGowan v. State*, 148 Wn.2d 278, 60 P.3d 67 (2002) (stating that a cross-appeal is needed by a Respondent if it seeks further affirmative relief); *see also Strother v. Capitol Bankers Life Ins. Co.*, 68 Wn. App. 224, 240, 842 P.2d 504 (1992) *reversed on other grounds* (notice of cross appeal is necessary when a respondent requests the appellate court affirm the lower court on grounds explicitly rejected by the trial court).

Here, although it is unclear if Zanco is asking this Court to dismiss Mr. Lewis' appeal based on these two findings of fact, if that were the case, Zanco was required to cross-appeal. If it had, Mr. Lewis, would have supplemented the record with Mr. Lewis' original Verified Complaint, in which the contested facts were asserted under oath. Further, Mr. Lewis would have supplemented the record with Zanco's Answer, where Zanco largely admitted those facts.

B) The Lower Court's Conclusion That Pre-Amended RCW 43.44.110 Did Not Authorize Zanco to Impose Regulatory Fines Against Its Former Tenants Is Not Properly Before This Court.

Zanco did not file a cross appeal challenging the lower court's conclusion of law that landlords, prior to the 2019 amendment to RCW 43.44.110, did not possess the authority to impose and collect the maximum \$200.00 fines against its former tenants for allegedly inoperable or unmaintained smoke detectors. Again, it is unclear if Zanco is

requesting the Court grant dismissal on an alternative ground, here being that Zanco had the authority to impose a government regulatory fine against its former tenants. If that is the case, this Court must not consider this contention, because it was not properly raised on appeal to this Court. See *Kindsvogel*, 149 Wn.2d at 481 and *Strother*, 68 Wn. App. at 240; RAP 5.1(d).

C) Even if Zanco’s Assignment of Error Could Be Considered, RCW 43.44.110’s Statutory Language Prior to 2019 Amendments and Related Statutes Did Not Authorize Private Parties to Impose Government Rregulatory Fines Against Former Tenants.

Zanco argues that prior to the 2019 amendments to RCW 43.44.110, it was authorized by law to levy and collect fines against former tenants.¹ (Respondent Brief at p. 17). Zanco’s position lacks merit.

A court’s fundamental purpose in construing statutes is to ascertain and carry out the legislature’s intent. *Dept. of Ecology v. Campbell & Gwinn, LLC*, 146 Wn.2d 1, 9-10, 43 P.3d 4 (2002). If a statute’s meaning is plain on its face, then the court must give effect to that plain meaning as an expression of the legislature’s intent. *Id.* A court’s interpretation that would produce absurd results should be avoided, if possible, as courts presume the legislature does not intend them. *State v. Engel*, 166 Wn.2d

¹ In July of 2019 the legislature added that only the “chief of the fire department if the dwelling unit is located within a city or town; or the county fire marshal or other fire official so designated by the county legislative authority if the dwelling unit is located within unincorporated areas of a county” had authority to asses a \$200.00 fine for non-operation smoke detectors. RCW 43.44.110(4) and (5).

572, 579, 210 P.3d 1007 (2009) citing *State v. Vela*, 100 Wn.2d 636, 641, 673 P.2d 185 (1983).

The court ascertains a statute’s plain meaning by construing that statute along with all related statutes as a unified whole and with an eye toward finding a harmonious statutory scheme. *Campbell & Gwinn, LLC*, 146 Wn.2d at 9-10. Statutes relating to the same subject matter must be read together and harmonized, if possible, to give effect to the provisions of each. *Wright v. Miller*, 93 Wn. App. 189, 198, 963 P.2d 934 (1998).

Title 43 regulates “State Government—Executive.” RCW 43.44 is titled “State fire protection.” The provisions within chapter 43.44, *et seq.*, make abundantly clear that the authority to regulate and enforce compliance with its provisions lays with the State. *See* RCW 43.44.010 (giving the “chief of the Washington state patrol, through the director of fire protection or his or her authorized deputy,” the authority to enter public buildings or premises to inspect for fire hazards); *see also* RCW 43.44.020 (giving the Washington state patrol through the director of fire protection and upon request of the chief fire official the authority to enforce national fire code standards locally); *and see* RCW 43.44.040 (giving the chief of the Washington state patrol the authority to issue written orders to remedy fire hazards).

The Court need not go further than the plain language of former RCW 43.44.110 to confirm that prior to the 2019 amendment, landlords

were not authorized by title 43, or any other statute or regulation, to assess regulatory fines against former tenants. Moreover, reference to the statutory scheme in which the former RCW 43.44.110 was contained, shows that only an official of the state was ever authorized to assess these regulatory fines.

The Respondents' interpretation of the statute would lead to absurd results. Not only could landlords fine their former tenants for allegedly defective smoke detectors, but so could anyone else -- neighbors, passers-by, trespassers, or any other person who chose to don the mantle of State authority. The "punish[ment]," imposed by the statute, which constitutes a deprivation of a property right, could be (and was) carried out without notice and opportunity to be heard, and without any right to contest the taking. Such an interpretation would surely make the statute void for its failure to afford procedural due process prior to the taking. Accordingly, the Court must reject Respondent's contention that, prior to the 2019 amendment to RCW 43.44.110, landlords and other private citizens had the authority to fine people, including former tenants for allegedly inoperable smoke detectors.

D) The RLTA Does Not Provide an Adequate Remedy to Mr. Lewis for Zanco's Illegal Imposition and Collection of Regulatory Fines.

As argued in Appellant's Opening Brief, this Court should hold that where the RLTA does not already contemplate a remedy, *Schwab's* CPA preclusion does not apply. Contrary to Zanco's assertion, the RLTA

provides no means to challenge the improper, post-tenancy imposition of regulatory fines.

- i. RCW 59.18.230 does not provide Mr. Lewis with a remedy for Zanco's illegal conduct.

RCW 59.18.230(3) only provides a tenant a remedy if a landlord uses an illegal provision in a lease, and a tenant can further prove that the landlord *knew* the lease provision was illegal and *deliberately* included such provision in its leases. (emphasis added). While it would be nearly impossible to meet this standard in any case of first impression, Mr. Lewis could not seek a remedy under this statute because the lease clause itself was not, and is not, illegal. The clauses at issue merely informed Mr. Lewis that if smoke detectors were not maintained or dismantled, he could be liable for a fine up to \$200.00 per RCW 59.18.130(7) and RCW 43.44.110. (CP 34-35). This is a true statement.

However, Zanco's lease provisions neither state that Zanco is authorized to impose a regulatory fine, nor that Zanco will automatically impose the maximum statutory maximum fine without any advance notice or opportunity to be heard, and that Zanco can unilaterally imposed such fines after the landlord-tenant relationship terminates. On its face, the lease clause is simply advisory – akin to advising tenants that traffic fines double in work zones, or that public urination can result in a two hundred

fifty dollar fine (RCW 9.26.070). While both statements are technically correct, neither authorizes any private citizen to issue such a fine and make it payable to the citizen issuing it.

Moreover, even if the lease clauses could be construed as illegal, Zanco evades any liability simply by claiming, as it did throughout proceedings in the lower court, that it did not know its provisions regarding smoke detectors were prohibited. (*See e.g.*, (CP 19) (stating that Zanco is not liable under the CPA for assessing the maximum \$200.00 fine because the RLTA and RCW 43.44.110 do not say the landlord may not assess the fine); (CP 23 and 24) (arguing the same by stating that the maximum allowable \$200.00 civil penalty is somehow transformed into “damages” to be collected by the landlord), and again in this Court (Respondent’s Brief, at p. 17), Because RCW 59.18.230 requires a tenant to meet the high-bar of proving a landlord corporation’s scienter, even if the lease provision was facially illegal, it is not available here, where Zanco simply and self-servingly claims it did not know it could not unilaterally impose \$200.00 regulatory fines on its former tenants.

- ii. RCW 59.18.280 does not provide Mr. Lewis with a remedy for Zanco’s illegal conduct.

An action under RCW 59.18.280 can only be maintained if the landlord fails to give a full and specific deposit disposition or the refund of

the tenant's deposit due within 21 days of the termination of the tenancy. In this case, Mr. Lewis paid a \$200.00 security deposit. (CP 32). As Mr. Lewis vacated the rental on July 29, 2016, Zanco's August 4, 2016, final deposit disposition statement was timely. (CP 4; CP 53).

In its deposit disposition, Zanco claimed damages of \$699.90, of which \$200.00 consisted of the disputed smoke detector fine. (CP 53). Because Zanco alleged damages of \$494.90 (after accounting for a \$5.00 overpayment credit) over Mr. Lewis' deposit of \$200.00, no refund would be due to Mr. Lewis, even if the illegally assessed \$200.00 fine was excluded. (CP 53). Consequently, Mr. Lewis does not have a cause of action under RCW 59.18.280 to challenge Zanco's illegal imposition and collection of the \$200.00 regulatory fine, because the full amount of his deposit, plus almost \$300 more, was claimed as damages for excessive "wear and tear."

While disputed charges in the context of other businesses may be dealt with exclusively between the parties to the business transaction, the imposition of this "fine" on Mr. Lewis is particularly problematic in the case of people who must dispute a charge with a former landlord. Although Mr. Lewis eventually mustered the means to pay Zanco's unlawful demand, Mr. Lewis was subject to the particular pressures that plague many Washington renters. He was effectively denied housing by

other landlords, because Zanco simply alleged that Mr. Lewis owed it money. This unlevel playing field is common in the landlord-tenant arena. While the RLTA attempts to impose standards of conduct on both landlords and tenants, it cannot possibly anticipate and provide redress for all possible scenarios. Like any other business, landlords are limited in their unfair and deceptive conduct only by the constraints of their collective imagination. *Schwab*, 103 Wn.2d at 558.

iii. RCW 59.18.130(7) does not provide Mr. Lewis with a remedy for Zanco's illegal conduct.

RCW 59.18.130(7) references RCW 43.44.110 to notify current tenants that they have a legal duty to maintain smoke detectors, including the replacement of batteries, during their tenancy. However, the statute does not give a landlord or former landlord the authority to impose and collect the maximum allowable \$200.00 regulatory fine from its former tenants under the false pretense of enforcing RCW 43.44.110. More importantly, after the landlord illegally demands and the collects the "fine," RCW 59.18.130 does not provide any remedy to recover the wrongfully taken money.

iv. RCW 59.18.140 does not provide Mr. Lewis with a remedy for Zanco's illegal conduct.

Zanco appears to suggest that because RCW 59.18.140 incorporates rules of tenancy into a lease agreement, the RLTA provides a

remedy to Mr. Lewis for its illegal imposition of regulatory fines. (Response Brief at p. 13-14). Zanco's reliance on this provision is misplaced. First, under any construction, RCW 59.18.140 does not provide a tenant with any remedy for a landlord's imposition of regulatory fines after termination of tenancy. Especially where, as here, there is no claim by any party that the other breached the lease, but only that Zanco's imposition of an unauthorized "fine" was unfair and deceptive, RCW 59.18.140 is inapplicable. At most, RCW 59.18.140 provides that a remedy for violation of a landlord's rules may also result in a breach of lease claim. This statutory advice does not constitute a cause of action under the RLTA, as a breach of contract cause of action has existed since before Washington was a state. *Gho v. Julles*, 1 Wash. Terr. 325 (1871); *Holyoke v. Jackson*, 3 Wash. Terr. 235, 3 P. 841 (1882) and it is inapplicable here.

E) Schwab's CPA Preclusion Does Not Apply When the Landlord-Tenant Relationship Has Ended or There Is No Landlord-Tenant Relationship.

Where a landlord-tenant relationship is terminated, never existed in the first place, or an individual is otherwise not a "tenant" as defined in RCW 59.18.030(32)², *Schwab's* holding should not be construed to limit

² The RLTA defines "tenant" as "any person who is [presently] entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement." RCW 59.18.030(32). The statute also defines "prospective tenant," RCW 59.18.030(24), and

an individual's remedies under the CPA, as noted by the dissent in *Schwab*. In addition to legislatively designated activities, there is an endless multitude of business activities which may be within the ambit of the Consumer Protection Act. *See, e.g., Eastlake Constr. Co. v. Hess*, 102 Wash.2d 30, 686 P.2d 465 (1984), building contractors; *McRae v. Bolstad*, 101 Wash.2d 161, 676 P.2d 496 (1984), real estate sales; *Ulberg v. Seattle Bonded, Inc.*, 28 Wn. App. 762, 626 P.2d 522 (1981), collection agencies; *Tallmadge v. Aurora Chrysler Plymouth, Inc.*, 25 Wn. App. 90, 605 P.2d 1275 (1979), motor vehicle sales; *Short v. Demopolis*, 103 Wash.2d 52, 691 P.2d 163 (1984), law practices; *Salois v. Mutual of Omaha Ins. Co.*, 90 Wash.2d 355, 581 P.2d 1349 (1978), insurance businesses.

This breadth of scope, as well as the generality of the language of prohibition in the CPA, result from the virtual impossibility of providing specific standards and definitions that would govern all unfair or deceptive practices. In drafting the Federal Trade Commission Act, Congress noted this situation:

It is impossible to frame definitions which embrace all unfair practices. There is no limit to human inventiveness in this field. Even if all known unfair practices were specifically

specifically includes the same in some provisions. *See, e.g., RCW 59.18.253* (Deposit to secure occupancy by tenant) and *RCW 59.18.257* (screening of prospective tenants). At the same time, the RLTA does not define or specifically name "former tenant" or "previous tenant" within its provisions.

defined and prohibited, it would be at once necessary to begin over again. If Congress were to adopt the method of definition, it would undertake an endless task. It is also practically impossible to define unfair practices so that the definition will fit business of every sort in every part of this country. Whether competition is unfair or not generally depends upon the surrounding circumstances of the particular case. What is harmful under certain circumstances may be beneficial under different circumstances.

Schwab, 103 Wn.2d at 557–59 (citing sources).

Nothing in *Schwab* indicates that the court intended it to apply to anything outside the four corners of the landlord-tenant relationship. There is no indication that the court intended *Schwab* to apply to otherwise unregulated aspects of the landlord-tenant relationship that are not contemplated by RCW 59.18 – such as post-tenancy collection activity. *Schwab*'s CPA prohibition cannot be allowed to encompass every imaginable activity that has some connection, however attenuated, to a rental property. There must be a limit. Where a private party, acting solely as judge, jury, and executioner, imposes and collects the maximum \$200.00 regulatory fines from other individuals, including former tenants, the CPA, which extends beyond the bounds of a landlord-tenant relationship, must apply.

III. CONCLUSION

Based upon the legal authorities and arguments herein presented, Mr. Lewis respectfully requests that this Court reverse the decision of the

Superior Court below and deny Plaintiff's Motion to Dismiss and/or Grant
of Summary Judgment.

DATED this 21st day of September, 2020.

Respectfully submitted,

CAMERON SUTHERLAND, PLLC

s/ Shayne J. Sutherland

Shayne J. Sutherland, WSBA #44593

Brian G. Cameron, WSBA #44905

Attorney for Petitioner

KIRK D. MILLER, P.S.

s/ Kirk D. Miller

Kirk D. Miller, WSBA #40025

Attorney for Petitioner

CERTIFICATE OF SERVICE

The undersigned hereby certifies under penalty of perjury under the laws of the State of Washington that on the **21st day of September, 2020**, at Spokane, Washington, I caused to be served the foregoing document(s), on the following person(s) and/or entity(ies) in the manner indicated:

<p>Pete Schweda WALDO SCHWEDA & MONTGOMERY, P.S. 2206 N. Pines Rd. Spokane WA 99206</p>	<p><input type="checkbox"/> VIA E-MAIL: pschweda@wsmattorneys.com</p> <p><input type="checkbox"/> VIA CERTIFIED MAIL</p> <p><input type="checkbox"/> VIA REGULAR MAIL</p> <p><input type="checkbox"/> VIA EXPRESS DELIVERY</p>
---	---

DATED this 21st day of September, 2020.

s/ Teri A. Bracken
Teri A. Bracken, Paralegal

KIRK D. MILLER, P.S.

September 21, 2020 - 2:09 PM

Transmittal Information

Filed with Court: Court of Appeals Division III
Appellate Court Case Number: 37471-8
Appellate Court Case Title: Paul Lewis v. Vernice Zanco, et al
Superior Court Case Number: 17-2-03802-9

The following documents have been uploaded:

- 374718_Briefs_20200921140748D3764576_8732.pdf
This File Contains:
Briefs - Appellants Reply
The Original File Name was Reply Brief of Appellant 092120 FINAL.pdf

A copy of the uploaded files will be sent to:

- CBORN@CAMERONSUTHERLAND.COM
- pschweda@wsmattorneys.com
- ssutherland@cameronsutherland.com
- tbracken@cameronsutherland.com

Comments:

Sender Name: Teri Bracken - Email: tbracken@cameronsutherland.com

Filing on Behalf of: Kirk David Miller - Email: kmiller@millerlawspokane.com (Alternate Email: jsingleton@cameronsutherland.com)

Address:
421 W. Riverside Ave.
Ste 660
Spokane, WA, 99201
Phone: (509) 413-1494

Note: The Filing Id is 20200921140748D3764576