

RECEIVED
SUPREME COURT
STATE OF WASHINGTON
Feb 01, 2013, 10:23 am
BY RONALD R. CARPENTER
CLERK

Supreme Court No. 88298-3

RECEIVED BY E-MAIL

Court of Appeals No. 67034-4-I

SUPREME COURT
OF THE STATE OF WASHINGTON

SHAUN LACOURSIERE,
a single individual,

Plaintiff-Petitioner,

v.

CAMWEST DEVELOPMENT, INC., a Washington corporation, and ERIC H.
CAMPBELL, an individual,

Defendants-Respondents.

ANSWER TO PETITION FOR REVIEW

James M. Shore, WSBA #28095
Leonard J. Feldman, WSBA #20961
Karin D. Jones, WSBA #42406
STOEL RIVES LLP
600 University Street, Suite 3600
Seattle, WA 98101
Telephone: (206) 624-0900
Facsimile: (206) 386-7500

Attorneys for Defendants-Respondents
CamWest Development, Inc. and Eric H. Campbell

73288422.4 0055992-00003

TABLE OF CONTENTS

	Page
I. INTRODUCTION AND SUMMARY OF ARGUMENT	1
II. RESPONSE TO LACOURSIERE’S STATEMENT OF THE CASE.....	2
A. LaCoursiere Voluntarily Agreed To The Enhanced Bonus Structure In His Employment Agreement With CamWest.....	2
B. LaCoursiere Received All Of The Bonus Payments To Which He Was Contractually Entitled.	4
C. LaCoursiere Has Acknowledged – And The Record Confirms – That His Claims Are Contractual In Nature.....	6
III. LACOURSIERE’S PETITION FOR REVIEW SHOULD BE DENIED.....	7
A. Discretionary Review Of The Court Of Appeals’ Decision That CamWest And Campbell Are Entitled To Their Attorneys’ Fees And Costs Is Not Warranted.....	7
1. Discretionary Review Of The Court Of Appeals’ Award Of Fees And Costs Is Not Warranted Under RAP 13.4(b)(1) Because The Court Of Appeals’ Opinion Does Not Conflict With A Decision Of This Court.	7
2. Discretionary Review Of The Court Of Appeals’ Award Of Fees And Costs Is Not Warranted Under RAP 13.4(b)(2) Because The Court Of Appeals’ Opinion Does Not Conflict With Another Decision Of The Court Of Appeals.	10

3. Discretionary Review Of The Court Of Appeals' Award Of Fees And Costs Is Not Warranted Under RAP 13.4(b)(4) Because The Court Of Appeals' Opinion Does Not Involve An Issue Of Substantial Public Interest That Should Be Determined By This Court.13

B. Discretionary Review Of The Court Of Appeals' Decision Affirming Dismissal Of LaCoursiere's Claims As A Matter Of Law Is Also Not Warranted.....14

IV. CONCLUSION.....16

TABLE OF AUTHORITIES

Page(s)

CASES

Adler v. Fred Lind Manor,
153 Wn.2d 331, 103 P.3d 773 (2004)..... 11

Berrocal v. Fernandez,
155 Wn.2d 585, 121 P.3d 82 (2005).....9

Byrne v. Courtesy Ford, Inc.,
108 Wn. App. 683, 32 P.3d 307 (2001)..... 15, 16

Champagne v. Thurston Cnty.,
163 Wn.2d 69, 178 P.3d 936 (2008).....9

Durand v. HIMC Corp.,
151 Wn. App. 818, 214 P.3d 189 (2009)..... 15

LaCoursiere v. CamWest Dev., Inc.,
289 P.3d 683 (Wash. Ct. App. 2012).....6, 8, 13, 16

Seattle First Nat’l Bank v. Wash. Ins. Guar. Ass’n,
116 Wn.2d 398, 804 P.2d 1263 (1991).....8

Stahl v. Delicor of Puget Sound, Inc.,
148 Wn.2d 876, 64 P.3d 10 (2003).....9

Walters v. A.A.A. Waterproofing, Inc.,
151 Wn. App. 316, 211 P.3d 454 (2009).....1, 10, 11, 12

Zuver v. Airtouch Communications, Inc.,
153 Wn.2d 293, 103 P.3d 753 (2004)..... 11

STATUTES

RCW 4.16.0407

RCW 49.46.130(1).....12

RULES

RAP 13.4(b) 16

RAP 13.4(b)(1) passim

RAP 13.4(b)(2) 1, 10, 15

RAP 13.4(b)(4) 1, 13, 14

I. INTRODUCTION AND SUMMARY OF ARGUMENT

The Court should deny Shaun LaCoursiere's Petition for Review because none of the considerations for granting discretionary review is satisfied here.

LaCoursiere seeks such review with regard to two discrete issues. First, he seeks review of the Court of Appeals' decision granting CamWest Development, Inc.¹ ("CamWest") and Eric Campbell their costs and attorneys' fees. Petition for Review ("Petition") at 1-2, 13-19. Although he seeks review under RAP 13.4(b)(1), (2), and (4), none of those criteria is satisfied. The Court of Appeals' decision does not conflict with any precedent of this Court, and the general public policy issues on which LaCoursiere attempts to rely also do not present an actual conflict. Nor is the Court of Appeals' decision in conflict with *Walters v. A.A.A. Waterproofing, Inc.*, 151 Wn. App. 316, 211 P.3d 454 (2009), as LaCoursiere claims. *Walters* was limited to its facts and is easily distinguishable. Finally, the attorneys' fees issue does not present a matter

¹ After the briefing before the Court of Appeals was completed, both CamWest Development, Inc. and CamWest Managers, LLC ceased to exist. That development does not materially affect any of the issues, claims, or defenses discussed herein.

of substantial public importance, but is instead only pertinent to the parties to the contractual fee-shifting provision at issue in this case.

Second, LaCoursiere seeks review of the Court of Appeals' decision affirming the dismissal of his Wage Rebate Act ("WRA") claims as a matter of law. Petition at 2, 19-20. LaCoursiere asserts that he is seeking review of that decision pursuant to RAP 13.4(b)(1), which requires a conflict between the Court of Appeals' decision and a decision of this Court. Yet he fails to cite any precedent of this Court allegedly in conflict with the Court of Appeals' decision. *Id.* at 19-20. This issue, like the attorneys' fees issue discussed above, does not warrant discretionary review. The Court, therefore, should deny LaCoursiere's Petition for Review in its entirety.

II. RESPONSE TO LACOURSIERE'S STATEMENT OF THE CASE

LaCoursiere's Statement of the Case omits the following critical points:

A. LaCoursiere Voluntarily Agreed To The Enhanced Bonus Structure In His Employment Agreement With CamWest.

Upon his promotion to the position of Project Manager in January 2005, LaCoursiere entered into a written agreement with CamWest ("the Employment Agreement") governing the new terms of LaCoursiere's

employment. CP 97 (¶ 3), 102-09, 161-62 (¶ 6). LaCoursiere testified that he did not need more time to review the Employment Agreement and “was never threatened [in] any way to sign.” CP 58 (37:25-38:1), 60 (48:9-10); *see also* CP 97 (¶ 3); RR 44:3-4.

Pursuant to Section 2.2 of the Employment Agreement, LaCoursiere was able to participate in, and benefit from, a discretionary bonus structure (“the LLC Bonus Structure”) associated with membership in CamWest Managers, LLC (“the LLC”). CP 102-03 (§ 2.2). The LLC Bonus Structure involved the payment of a discretionary bonus to CamWest’s employees based upon employee performance and CamWest’s construction profits. CP 102-03 (§ 2.2), 160 (¶ 3).

The above-described LLC Bonus Structure was wholly voluntary, and some CamWest employees opted out of the Bonus Structure, choosing to instead receive a pure percentage-of-salary bonus. CP 384-85 (¶ 2), 161 (¶ 4). Participation in the LLC Bonus Structure and membership in the LLC were not requirements of employment with CamWest. CP 384-85 (¶ 2), 161 (¶ 4). LaCoursiere testified that he agreed to the LLC Bonus Structure because he thought it would provide greater compensation. CP 65 (65:8-19).

LaCoursiere did not have any objections to the LLC Bonus Structure at the time he elected to participate in the program. CP 60 (47:11-48:6), 70 (87:9-16). This was the case even though LaCoursiere was aware from the beginning of his employment that he was an at-will employee, who “was always at risk of being let go from a job,” something that could occur before his membership interest in the LLC was 100% vested.² CP 53 (18:6-19:2), 161, 210.

B. LaCoursiere Received All Of The Bonus Payments To Which He Was Contractually Entitled.

LaCoursiere’s assertion in his Statement of the Case that he “never received” a portion of the bonuses at issue is belied by the facts. Petition at 4-5. If CamWest exercised its discretion and decided to issue a bonus to an employee under the LLC Bonus Structure, at least 44%³ of the bonus

² Once the employee made his first capital contribution to the LLC, he acquired a membership interest in the LLC. CP 160-62 (¶¶ 3, 8), 169-208. That interest was subject to a vesting schedule set forth in the Limited Liability Company Agreement of CamWest Managers, LLC. CP 160-61 (¶ 3), 195-96 (§ 12.4). A new member’s membership interest in the LLC was 20% vested upon the member’s first capital contribution. CP 160-61 (¶ 3), 195 (§ 12.4.1). After the first anniversary of membership in the LLC, the individual’s membership interest was 40% vested and thereafter vested an additional 20% annually. CP 160-61 (¶ 3), 195-96 (§ 12.4.2-.5).

³ Although the LLC Bonus Structure calls for a 44%/56% split of distribution between direct payment to the employee and capital contribution to the LLC, Campbell often directed, at his discretion, that a percentage of the total bonus amount greater than 44% be paid directly to the employee in order to provide the employee with a larger cash payment. CP 160-63 (¶¶ 3, 7, 9, 10), 214-16, 220-22, 226-28.

was issued as a direct payment to the employee and the remaining amount of the bonus contributed to the employee's capital account in the LLC. CP 102-03 (§ 2.2), 160 (§ 3). Thus, any given bonus was divided between (a) payments to the individual employee, and (b) payments to that employee's capital account.

Here, the record shows that LaCoursiere received three substantial bonuses under the LLC Bonus Structure, which were distributed to LaCoursiere in full accordance with the terms of the Employment Agreement. CP 6 (§§ 16-18), 58 (39:17-18), 162-63 (§§ 7, 9-10), 212, 214-16, 218, 220-22, 224, 226-28. He also received more than \$16,000 in interest payments on his capital account. *Id.* Also in accordance with the LLC Bonus Structure, CamWest distributed a percentage of LaCoursiere's bonuses directly to his capital account in the LLC. CP 6 (§§ 16-18), 58 (39:17-18), 162-63 (§§ 7, 9-10), 212, 214-16, 218, 220-22, 224, 226-28.

LaCoursiere received that percentage interest when his employment was terminated for legitimate performance issues in March 2009, at which time his membership interest in the LLC was 60% vested. CP 73-74 (§§ 7-8), 84-90, 165 (§ 18). As required by the Limited Liability Company Agreement of the LLC, LaCoursiere received full payment for his 60% vested membership interest. CP 69-70 (84:25-85:15), 165 (§ 19),

196-98 (§ 12.6), 385-86 (¶ 5). He therefore received all of the bonus payments to which he was contractually entitled.

The Court of Appeals likewise recognized that LaCoursiere was compensated in accordance with the LLC Bonus Structure:

Although LaCoursiere characterizes the capital account funds as having been “diverted” from him, they were not. Indeed, CamWest paid LaCoursiere just as he agreed to be paid under the employment contract

LaCoursiere v. CamWest Dev., Inc., 289 P.3d 683, 688 (Wash. Ct. App. 2012). The Court of Appeals was correct in so holding.

C. LaCoursiere Has Acknowledged – And The Record Confirms – That His Claims Are Contractual In Nature.

LaCoursiere filed suit against CamWest and Campbell in May 2009. CP 7-9. The factual allegations in the Complaint indicate that his claims stem directly from the LLC Bonus Structure set forth in the Employment Agreement. CP 3-8. In his Complaint, LaCoursiere specifically focused on the terms of Section 2.2.5 of the Employment Agreement, complaining of the allocation of a portion of his bonuses to the LLC and the withholding of taxes with respect to those bonuses. *Id.*

Throughout this litigation, LaCoursiere has repeatedly emphasized the terms of Section 2.2.5 of the Employment Agreement, which governed the taxing and distribution of the bonuses, and repeatedly made clear that

his claims are founded upon his belief that CamWest and Campbell violated those contractual terms. *See, e.g.*, CP 32-37, 253-54, 96; CP 446 (§ 2.2.5); RP 3, ll. 2-3; RP 17, l. 18 – 18, l. 13; RP 22, ll. 12-16; RP 25, ll. 12-18. LaCoursiere even argued that the six-year statute of limitations set forth in RCW 4.16.040, applicable to contract claims, was the appropriate limitation period for his claims in this case:

In the instant case, the dispute concerns the plaintiff's bonuses, and those bonuses explicitly arose under the written Employment Agreement. Thus, although the plaintiff is not specifically suing for breach of contract, the six-year limitation period is, nevertheless, applicable.

CP 251 (emphasis added). Thus, although the causes of action raised in LaCoursiere's Complaint for Damages were brought under the WRA, the record shows that his claims arise under the Employment Agreement.

III. LACOURSIERE'S PETITION FOR REVIEW SHOULD BE DENIED

A. Discretionary Review Of The Court Of Appeals' Decision That CamWest And Campbell Are Entitled To Their Attorneys' Fees And Costs Is Not Warranted.

1. Discretionary Review Of The Court Of Appeals' Award Of Fees And Costs Is Not Warranted Under RAP 13.4(b)(1) Because The Court Of Appeals' Opinion Does Not Conflict With A Decision Of This Court.

LaCoursiere claims that discretionary review under RAP 13.4(b)(1) is merited because the Court of Appeals' decision conflicts with

precedent from this Court. Petition at 10, 13-15. Yet in the same breath, LaCoursiere contradictorily claims that this case “presents an issue of first impression for this Court’s de novo review: whether a prevailing party fee provision in an employment contract is enforceable against an employee who has sued to recover wages under a Washington statute.” *Id.* at 10. If the issue is one of first impression, as LaCoursiere claims, there obviously cannot be a conflict with a decision of this Court.

In fact, the Court of Appeals’ decision is consistent with this Court’s precedent. In *Seattle First National Bank v. Washington Insurance Guaranty Association*, 116 Wn.2d 398, 413, 804 P.2d 1263, 1270 (1991), this Court held: “Under Washington law, for purposes of a contractual attorneys’ fees provision, an action is on a contract if the action arose out of the contract and if the contract is central to the dispute.” The Court of Appeals here similarly ruled:

Here, the terms and proper enforcement of the employment agreement is central to LaCoursiere’s WRA claim. In other words, this action arose out of the parties’ employment agreement and that agreement was central to the dispute.

LaCoursiere, 289 P.3d at 690. Contrary to LaCoursiere’s assertion, there is no conflict that would warrant review under RAP 13.4(b)(1).

Rather than identify such a conflict, LaCoursiere points to a purported general conflict, asserting that the Court of Appeals’ “decision

conflicts with this Court's precedent confirming the strong pro-employee policy underlying Washington's wage statutes, including the WRA." Petition at 11. To accept LaCoursiere's position would be to hold that any time a court rules in favor of the employer in a case invoking Washington's wage statutes, that decision "conflicts with this Court's precedent confirming the [underlying] strong pro-employee policy," meriting this Court's review under RAP 13.4(b)(1). *Id.* The Court has never so held, nor should it.

Indeed, despite the well-established policy to which LaCoursiere refers, this Court has issued numerous decisions involving claims raised under Washington's wage statutes that are favorable to employers. *See, e.g., Champagne v. Thurston Cnty.*, 163 Wn.2d 69, 178 P.3d 936 (2008) (ruling in favor of employer regarding claims for overtime brought under the WRA, Washington Minimum Wage Act ("MWA"), and Wage Payment Act); *Berrocal v. Fernandez*, 155 Wn.2d 585, 121 P.3d 82 (2005) (ruling in favor of employer on MWA claim); *Stahl v. Delicor of Puget Sound, Inc.*, 148 Wn.2d 876, 64 P.3d 10 (2003) (ruling in favor of employer on MWA claim for overtime pay). The public policy underlying the wage statutes does not mandate a ruling in favor of the employee in all

cases, nor does it require discretionary review whenever the applicable legal standards and relevant facts support an employer's arguments.

This is precisely such a case -- where the employer properly prevailed. LaCoursiere, an experienced businessman who frequently dealt with complex construction contracts in connection with his position with CamWest, signed a contract that provided him with significant financial benefits along with a reciprocal fee-shifting provision. CP 51 (11:10-22), 52 (13:8-22), 54 (22:6-18), 55 (26:16-23). As the Court of Appeals correctly concluded, and as this Court's precedent confirms, LaCoursiere cannot circumvent that fee-shifting provision merely by characterizing his claim as one raised solely under the WRA, particularly when his claim is so intimately connected to the contract at issue. For this reason, too, there is no conflict that would warrant review under RAP 13.4(b)(1).

2. Discretionary Review Of The Court Of Appeals' Award Of Fees And Costs Is Not Warranted Under RAP 13.4(b)(2) Because The Court Of Appeals' Opinion Does Not Conflict With Another Decision Of The Court Of Appeals.

The Court of Appeals' decision in this case is not, as LaCoursiere contends, in conflict with *Walters*, 151 Wn. App. 316, 211 P.3d 454. See Petition at 16-17. The issue in *Walters* was whether, in a suit for overtime pay under the MWA, a fee-shifting provision in an arbitration clause was

unconscionable. *See Walters*, 151 Wn. App. at 321, 211 P.3d at 457. The court was careful to note that its decision turned “on the facts presented.” *Id.* Two critical factors differentiate *Walters* from this case.

First, the fee-shifting provision here is not contained in an arbitration agreement. Despite LaCoursiere’s attempt to dismiss that fact as insignificant (Petition at 17), it is an important distinction. Both the *Walters* court and the primary decisions to which the court cited dealt with the specific issue of whether fee-splitting or fee-shifting provisions in arbitration agreements were unconscionable, applying the arbitration-specific analysis regarding prohibitive costs impacting a plaintiff’s ability to vindicate his rights. *See Walters*, 151 Wn. App. at 321, 211 P.3d at 457; *Zuver v. Airtouch Commc’ns, Inc.*, 153 Wn.2d 293, 103 P.3d 753 (2004); *Adler v. Fred Lind Manor*, 153 Wn.2d 331, 103 P.3d 773 (2004). Because this case does not invoke the same legal analysis, *Walters* is not applicable.

The court in *Walters* limited its analysis accordingly. As the court noted, all disputes between the parties in *Walters* were subject to mandatory arbitration and its associated costs, including not only attorneys’ fees but also the arbitrator’s fees and other arbitration costs that would not typically be present in litigation. *See* 151 Wn. App. at 319,

322, 211 P.3d at 457-58. The embedded fee-shifting provision, coupled with the requirement that all disputes be submitted to arbitration, led the *Walters* court to conclude that the risk of the plaintiff incurring potentially prohibitive costs rendered that particular fee-shifting provision unconscionable. *Id.* at 324-25, 211 P.3d at 459. No such issues are presented here.

Second, the claims at issue in *Walters* were statutory and arose solely under the MWA. The *Walters* court thus relied on the principle that “[a] provision in an arbitration agreement may be substantively unconscionable if it effectively undermines an employee’s ability to vindicate his statutory rights.” *Id.* at 321, 211 P.3d at 458 (emphasis added). Here, in contrast, the alleged payment obligation at issue was created by contract; regardless of how LaCoursiere characterizes the claim, it has no factual or legal basis outside the four corners of the Employment Agreement.⁴ In this respect, as well, *Walters* is easily distinguishable. Its holding is not applicable to – and does not conflict with – the Court of Appeals’ decision in this case.

⁴ The WRA was merely a statutory vehicle for LaCoursiere to assert a contractually created payment obligation, as opposed to the MWA claim in *Walters*, where the payment obligation was created by the statute. See RCW 49.46.130(1).

3. Discretionary Review Of The Court Of Appeals' Award Of Fees And Costs Is Not Warranted Under RAP 13.4(b)(4) Because The Court Of Appeals' Opinion Does Not Involve An Issue Of Substantial Public Interest That Should Be Determined By This Court.

Finally, LaCoursiere seeks discretionary review under RAP 13.4(b)(4), which states that a petition for review may be accepted by this Court if the petition “involves an issue of substantial public interest that should be determined by the Supreme Court.” LaCoursiere claims that this consideration is satisfied here because “the published decision will make it more difficult for countless Washington employees to avail themselves of the WRA’s protections.” Petition at 12. He also claims that “the implications of the Court of Appeals['] decision are serious . . . for all Washington employees.” *Id.* These assertions are wildly inaccurate.

Contrary to LaCoursiere’s public importance argument, the Court of Appeals correctly grounded its award of attorneys’ fees and costs in the contract between the parties, a basis that is unique to the parties to that contract. Petition at 9; *LaCoursiere*, 289 P.3d at 689. As such, the Court of Appeals’ decision does not impact in any way the rights of employees who pursue WRA claims that are not intimately associated with a contract. Nor does it affect employees who execute a contract that does not include

a fee-shifting provision. Because the issues are limited to the facts of this case, RAP 13.4(b)(4) does not apply here.

B. Discretionary Review Of The Court Of Appeals' Decision Affirming Dismissal Of LaCoursiere's Claims As A Matter Of Law Is Also Not Warranted.

Seemingly as an afterthought, LaCoursiere devotes the last two pages of his brief to the Court of Appeals' decision affirming the dismissal of his WRA claims as a matter of law. Petition at 19-20. LaCoursiere argues that discretionary review of the issue is warranted under RAP 13.4(b)(1) because the Court of Appeals' decision allegedly "conflicts with this Court's precedent." *Id.* at 19. Yet in the discussion that follows the foregoing argument heading, LaCoursiere does not cite any decision of this Court – whether in conflict with the Court of Appeals' decision or otherwise.

Indeed, just as he did with regard to the Court of Appeals' decision that CamWest and Campbell are entitled to their attorneys' fees and costs, LaCoursiere again claims that "this Court has never ruled on whether, and when, an employee bonus is 'wages' for purposes of Washington's wage statutes." *Id.* at 19 (emphasis added). Clearly the Court of Appeals' decision on this issue cannot conflict with a decision of this Court if – as

LaCoursiere claims – the Court has never ruled on that issue. LaCoursiere’s reliance on RAP 13.4(b)(2) is therefore misplaced.

The only decisions cited by LaCoursiere in his discussion of this issue are cases decided by the Court of Appeals. *Id.* at 19-20 (citing *Durand v. HIMC Corp.*, 151 Wn. App. 818, 214 P.3d 189 (2009); *Byrne v. Courtesy Ford, Inc.*, 108 Wn. App. 683, 32 P.3d 307 (2001)). If the Court of Appeals’ decision conflicts with those other opinions, discretionary review might be warranted under RAP 13.4(b)(2), which requires such a conflict. But LaCoursiere has not sought review under RAP 13.4(b)(2).

In any event, there is no such conflict. Starting with *Durand*, the court’s analysis there is not determinative of the issue at hand, as it involved the court’s interpretation of the term “compensation” in a specific contract and did not relate in any way to the issue of wages subject to the WRA. *Durand*, 151 Wn. App. at 830-31, 213 P.3d at 197; Petition at 19. The Court of Appeals’ holding therefore does not, and cannot, conflict with *Durand*.

Nor is there any conflict with *Byrne*. The Court of Appeals appropriately relied on *Byrne*’s holding that “[d]iscretionary bonuses are generally considered gratuities and not wages” under the WRA and that “to be considered compensation, a discretionary bonus must be given

regularly to create an implied contract and reliance, otherwise it is a mere gratuity.’” *LaCoursiere*, 289 P.3d at 691 (quoting *Byrne*, 108 Wn. App. at 691, 32 P.3d at 312). The Court of Appeals’ decision is supported by *Byrne*. Here, too, there is no conflict.

Indeed, *LaCoursiere* does not point to any such conflict with *Byrne* and claims instead that the Court of Appeals “failed to distinguish” *Byrne* on its facts. Petition at 19. He then devotes two pages to discussing those facts, confirming – once again – that the Court of Appeals’ decision is limited to the facts of this case. Contrary to *LaCoursiere*’s argument, the Court of Appeals’ application of precedent to the case at hand – even if erroneous (which it is not) – does not create a basis for this Court’s discretionary review under RAP 13.4(b).⁵

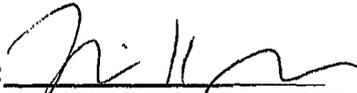
IV. CONCLUSION

For the reasons set forth above, *LaCoursiere*’s Petition for Review should be denied.

⁵ Consistent with that (misdirected) approach, *LaCoursiere* asserts that “the Court of Appeals should accept review to correct these errors.” Petition at 20 (emphasis added). This is not the Court of Appeals, nor is this a court of error review.

RESPECTFULLY SUBMITTED this 1st day of February, 2013.

STOEL RIVES LLP

By: 

James M. Shore, WSBA #28095

Leonard J. Feldman, WSBA #20961

Karin D. Jones, WSBA #42406

STOEL RIVES LLP

600 University Street, Suite 3600

Seattle, WA 98101

(206) 624-0900

Attorneys for Petitioners-
Respondents CamWest
Development, Inc.
and Eric H. Campbell

CERTIFICATE OF SERVICE

I, Melissa Wood, certify under penalty of perjury under the laws of the State of Washington that, on February 1, 2013, I caused the foregoing document to be served on the person listed below in the manner shown:

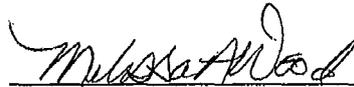
D.R. (Rob) Case
Larson Berg & Perkins PLLC
105 N. 3rd St.
P.O. Box 550
Yakima, WA 98907-0550
Telephone: (509) 457-1515
Facsimile: (509) 457-1027
Email: Rob@LBPLaw.com
Attorneys for Petitioner

- hand delivery
- facsimile transmission
- overnight delivery
- first class mail
- e-mail delivery

Kimberlee L. Gunning
Terrell Marshall Daudt & Willie PLLC
936 North 34th Street, Suite 400
Seattle, WA 98103-8869
Email: kgunning@tmdwlaw.com
Attorneys for Petitioner

- hand delivery
- facsimile transmission
- overnight delivery
- first class mail
- e-mail delivery

Dated this 1st day of February, 2013, at Seattle, Washington.



Melissa Wood
Practice Assistant

OFFICE RECEPTIONIST, CLERK

To: Wood, Melissa A.
Cc: Rob@LBPLaw.com; kgunning@tmdwlaw.com; Shore, James M.; Feldman, Leonard J.; Jones, Karin D.
Subject: RE: Answer to Petition for Review

Rec'd 2-1-13

Please note that any pleading filed as an attachment to e-mail will be treated as the original. Therefore, if a filing is by e-mail attachment, it is not necessary to mail to the court the original of the document.

From: Wood, Melissa A. [<mailto:MELISSAWOOD@stoel.com>]
Sent: Friday, February 01, 2013 10:18 AM
To: OFFICE RECEPTIONIST, CLERK
Cc: Rob@LBPLaw.com; kgunning@tmdwlaw.com; Shore, James M.; Feldman, Leonard J.; Jones, Karin D.
Subject: Answer to Petition for Review

Shaun LaCoursiere v. Camwest Development, Inc., and Eric H. Campbell
Supreme Court No. 88298-3; Court of Appeals No. 67034-4-I
James M. Shore
Phone: (206) 386-7578
WSBA No. 28095
Email: jmshore@stoel.com

Melissa Wood | Practice Assistant to Keelin Curran, Brian Park, Karin Jones, Kara Morse, and Nathaniel Bailey
STOEL RIVES LLP | 600 University Street, Suite 3600 | Seattle, WA 98101-4109
Direct: (206) 689-8769 | Fax: (206) 386-7500
melissawood@stoel.com | www.stoel.com

This email may contain material that is confidential, privileged and/or attorney work product for the sole use of the intended recipient. Any unauthorized review, use, or distribution is prohibited and may be unlawful.

 Please consider the environment before printing this email.