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IN THE SUPREME COURT OF THE STATE OF WASHINGTON

WASHINGTON COUNTIES RISK POOL; LEXINGTON INSURANCE COMPANY; AMERICAN INTERNATIONAL GROUP, INC.; VYRLE HILL, Executive Director of the Washington Counties risk Pool, in both his individual capacity and official capacity; J. WILLIAM ASHBAUGH, individually; and ACE AMERICAN INSURANCE COMPANY,

Respondents,

v.

CLARK COUNTY, WASHINGTON, a municipal corporation; DONALD SLAGLE, an individual; LARRY DAVIS, individually, and as assignee of Clark County and of Donald Slagle; and ALAN NORTHROP, individually, and as assignee of Clark County and of Donald Slagle,

Petitioners.

**APPELLANTS CLARK COUNTY AND DONALD SLAGLE'S
ANSWER TO AMICUS BRIEFS**

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I. INTRODUCTION

In reviewing the amicus briefs of the Washington Schools Risk Management Pool *et al.* (the “Washington Pools”), the Association of Governmental Risk Pools *et al.* (the “National Pools”) (collectively, the “Pools”), and the Washington State Association of Counties (“WSAC”), this Court should consider what amici omit as much as what they argue. Conspicuously absent from these amicus submissions is any material discussion of (1) the terms and conditions of the policies WCRP issued to the County & Slagle; (2) the breach of WCRP’s duty to defend the County & Slagle; or (3) the law that should govern risk pools in Washington in the event this Court were to accept amici’s urging to depart from its past application of insurance common law.

While the Pools may wish to be granted unbridled discretion in how they respond to and adjust tendered claims, this is not what WCRP bargained for as a matter of contract. Nor does it make sense from a policy perspective, as there is equal need for checks and balances governing risk pools, which may just as easily base decisions on politics, financial pressure from reinsurers, and other improper grounds. It cannot be the case that risk pools and their excess- or re-insurers can do what they wish with absolute impunity, although that is the implication of amici’s rejection of any governing legal principles. And while amici’s discussion

of decisions from other jurisdictions under different statutes and different insurance policy terms makes for an interesting academic debate, it should not guide this Court's disposition of claims under the WCRP and AIG policies as interpreted under Washington law. When that course is charted, it should be evident that the County & Slagle were improperly denied a defense, and are entitled to relief logically and necessarily following from the breach of the duty to defend. This Court should so hold and reverse the decision of the trial court.

II. ARGUMENT

Although not evident from the amicus submissions of the Pools and WSAC, the core issue in this appeal remains whether WCRP was subject to an insurer's duties, and in particular the duty to defend, based upon the specific terms and conditions of the WCRP Policies. As the County & Slagle have elaborated in prior briefing, WCRP is subject to these duties as a matter of Washington law, be it labeled contract or insurance. *See, e.g.*, C&S Reply at 3-20. On the one hand, the Pools urge this Court not to "render a broadly applicable decision based upon a single factual record, pertaining to a single risk pool." Wash. Pools Br. at 19. On the other hand, the Pools ask the Court to grant them general dispensation from the insurance common law notwithstanding what contractual provisions WCRP agreed to with its members. The Pools

cannot have it both ways, and regardless of whether a risk pool (in Washington or elsewhere) could in some instances expressly opt out of certain insurance terms or requirements, WCRP did not do so and should be held to the terms of its agreement, including how Washington courts have interpreted the language selected.

A. WCRP undertook an insurer's duties, including the duty to defend.

The terms and conditions of the WCRP Policies demonstrate that it undertook the duties of an insurer. WCRP expressly assumed a “duty to defend” among various other obligations, within policies utilizing well-established insurance terms of art throughout, for the purpose of providing liability coverage equivalent to private insurance. *See, e.g.*, C&S Reply at 5-7. WCRP proceeded to apply established Washington common law insurance principles to its claims adjustment practices, as it had always done; regularly and repeatedly described its policies to members as a form of “insurance” that addressed members’ “insurance needs”; and published and circulated Washington case law updates for members regarding the scope of an insurer’s duties—including the same duty to defend at issue in this case. *See id.* at 7-8.

The Pools argue about whether common law insurance principles should be applied to joint government risk pools in general. But that is

beside the point, because WCRP's key duties in this case are binding contractual undertakings. *See* C&S Reply at 4. In fact, the Pools agree that a joint government risk pool is authorized to undertake such duties as a matter of contract. *See* Wash. Pools Br. at 19 (conceding that for any given risk pool, "insurance common law" might be the "chosen mechanism" for rendering "coverage determinations"); Nat'l Pools Br. at 12 (admitting that a risk pool might intentionally "incorporate some common insurance terms" into its policy). That is precisely what happened here.

The Pools make no attempt to interpret WCRP's contractual duty to defend, or any other obligations under the policies. Yet as the County & Slagle earlier explained, the only reasonable interpretation of the policies is that WCRP undertook a duty to defend equivalent to that of an insurer. *See* C&S Reply at 11-12. Neither the Pools nor WSAC ever explain what law or rules would govern WCRP's duty to defend if not the standard common law rules this court has developed over decades of jurisprudence. *See Expedia, Inc. v. Steadfast Ins. Co.*, 180 Wn.2d 793, 802, 329 P.3d 59 (2014) ("This court has 'long held that the duty to defend is different from and broader than the duty to indemnify.'") (quoting *Am. Best Food, Inc. v. Alea London, Ltd.*, 168 Wn.2d 398, 404, 229 P.3d 693 (2010) (citing *Safeco Ins. Co. of Am. v. Butler*, 118 Wn.2d 383, 392, 823

P.2d 499 (1992)). The Pools also do not identify any basis for an alternative formulation of WCRP's duty to defend, or explain how such an alternative would be implemented or adjudicated.

In reality, if WCRP did not wish to include a duty to defend in its policy, it should have omitted it from the contract, as other pools have done. See Jason E. Doucette, *Wading in the Pool*, 8 CONN. INS. L.J. 533, 555 (2002) (describing case in which a "pool coverage plan provided that the pool had no duty to defend" (emphasis added)). WCRP could also have limited itself to a "right to defend", or issued a policy that provided for reimbursement after the fact on specified terms, but it did not do so.¹

The Pools appear to suggest that, notwithstanding the language of the WCRP Policies, WCRP could elect whether or not to defend a claim without any meaningful restrictions. This would be the natural result, for example, of the Pools' position that traditional duty-to-defend rules do not protect pool insureds, including the ability of an insured denied a defense to enter into an assignment and covenant judgment. If that were true, any such insured would be required to defend itself through to final judgment in any claim for which coverage was initially denied, or risk forfeiting any future entitlement to coverage proceeds. Moreover, there would be no

¹ Numerous private policies of insurance employ these same mechanisms. See, e.g., *Petersen-Gonzales v. Garcia*, 120 Wn. App. 624, 630-35, 86 P.3d 210 (2004) (upholding and applying right to defend in policy); *Executive Risk Indem., Inc. v. Jones*, 171 Cal. App. 4th 319, 332, 89 Cal. Rptr. 3d 747 (2009) (discussing reimbursement policy).

incentive for a pool to defend, since the most it might owe would be reimbursement of past defense expenses.²

Beyond failing to provide any reasonable reading of WCRP's contractual duties in this case, the Washington Pools argue, without support, that "a decision predicated upon [WCRP's] . . . use of insurance terminology would be inherently arbitrary." Wash. Pools Br. at 19. The Washington Pools further dismiss WCRP's use of insurance terms as "sporadic". Wash. Pools Br. at 18. These suggestions are puzzling, because language and context are precisely what this Court considers in determining what the parties to a contract intended. *See, e.g., Berg v. Hudesman*, 115 Wn.2d 657, 666-69, 801 P.2d 222 (1990). Further, insurance terms and phrases are used in the entirety of WCRP's policies, not sporadically—including "Insuring Agreement," "Limits of Insurance," "Coverages," "Named Insured," and "duty to defend," among numerous other such terms and phrases. *See* C&S Reply at 6 & n.4.

The Washington Pools nonetheless insist that if this Court uses the actual language of WCRP's policies to determine WCRP's contractual

² A post-loss assignment and covenant judgment is also a far cry from a third-party's direct participation in the actual pooling of risk or the purchasing of services under an interlocal agreement, although the National Pools attempt to equate the two. *See* Nat'l Pools Br. at 19. The relevant Washington regulations governing participation contain no restriction on post-loss assignment. *See* WAC 200-100-2005 (entitled "Standards for Operation – Membership"); WAC 200-100-2007 (entitled "Standards for Operation – Providing Services to Nonmembers").

duties in this case, then insurance pools “will have to guess at . . . what language they must avoid” to minimize their own obligations. Wash. Pools Br. at 19. This is, of course, disingenuous, as WCRP knew in advance what its policies meant, which is why it relied on the insurance common law to adjust claims, determine if it had a duty to defend, or place demands on its reinsurers. *See, e.g.*, CP 8824-25, 8367-74. It was only after the present claim arose that WCRP began attempting to distance itself from this language and history. *See, e.g.*, C&S Reply at 9 & n.6. But WCRP specifically bargained for an insurance policy written with traditional liability insurance language; it simply failed to keep up its end of the bargain after the fact.

In the end, the Pools’ arguments regarding hypothetical terms are beside the point. The Pools do not wrestle with the actual language of WCRP’s policies or consider the scope of WCRP’s contractual duties. The Pools thus overlook that WCRP’s duties in this case were equivalent to those of an insurer, including an insurer’s duty to defend.

B. In Washington, joint government insurance pools like WCRP are subject to common law insurance principles.

Beyond WCRP’s express contractual duties, in Washington common law insurance principles also apply, at least as a default matter, to joint government insurance pools such as WCRP. The Pools focus their

briefs on the history and purposes of joint government risk pools and on the law in other jurisdictions governing such pools. Again, the Pools' arguments miss the mark. In this case, the applicable law, relevant policy language, and public policy implications all support application of common law insurance principles to WCRP.

Washington courts have consistently applied common law insurance principles to joint government risk pools, including to WCRP in particular. *See, e.g.,* C&S Reply at 16-18 (citing *Wash. Pub. Util. Dists. ' Utils. Sys. v. Pub. Util. Dist. No. 1 of Clallam County*, 112 Wn.2d 1, 771 P.2d 701 (1989), *City of Okanogan v. Cities Ins. Ass'n of Wash.*, 72 Wn. App. 697, 699 & n.2, 701, 865 P.2d 576 (1994), and *Colby v. Yakima County*, 133 Wn. App. 386, 391-92, 136 P.3d 131 (2006)). This precedent is consistent with Washington's statutory framework, which excludes joint government risk pools only from the insurance code, not common law. *See* RCW 48.01.050³; C&S Reply at 15-16. Neither the Pools nor WSAC even acknowledge any of the existing Washington case law, much less attempt to distinguish it or explain why it should not apply.

³ WSAC argues that the Legislature also exempted risk pools from the common law of insurance, but the only authority it cites for this proposition is the enabling legislation permitting risk pools to share risk or self-insure. WSAC Br. at 6 (citing RCW 48.62.011). The fact that this statute is the sole grant of authority for local governments to insure risk, however, does not equate to an exemption from the common law once a pool is established. *See* C&S Reply at 17. If WSAC's argument were accurate, then the authorizing statutes would be the sole source of any legal restrictions on risk pool conduct, an unworkable and unintended circumstance.

The Washington Pools instead attempt to undercut the common law by suggesting it is “based upon the very . . . statutes [that] do not apply,” i.e., the insurance code. Wash. Pools Br. at 12 & n.12 (citing cases). But the opposite is true. The common law predates and is distinct from the insurance code, providing foundational principles in the context of liability coverage that apply unless circumscribed by the code or some other statute. See, e.g., C&S Reply at 16-17; *St. Paul Fire and Marine Ins. Co. v. Onvia, Inc.*, 165 Wn.2d 122, 128, 196 P.3d 664 (2008) (noting “Washington’s insurance bad faith law derives from statutory and regulatory provisions, and the common law” (emphasis added)). The common law of insurance stands on its own and applies to WCRP in this case.⁴

⁴ In support of their argument against the common law, the Washington Pools cite a number of cases involving violations of various statutes and regulations governing insurers. See Wash. Pools Br. at 12 n.12. But none of these cases suggests that common law insurance principles are “based upon” statutes or regulations; instead, they expressly distinguish the common law or simply do not address an insurer’s common law duties. See *Tank v. State Farm Fire & Cas. Co.*, 105 Wn.2d 381, 386, 715 P.2d 1133 (1986) (“Not only have the courts imposed on insurers a duty of good faith, the Legislature has imposed it as well.”); *Anderson v. State Farm Mut. Ins. Co.*, 101 Wn. App. 323, 331, 2 P.3d 1029 (2000) (holding “a violation of WAC 284-30-350 satisfies the unfair practice element of a Consumer Protection Act claim”); *Coventry Assocs. v. Am. States Ins. Co.*, 136 Wn.2d 269, 276, 961 P.2d 933 (1998) (noting WAC 284-30 defines certain “minimum standards” for determining “unfair claims settlement practices” and that party had “conceded[d]” that “it acted in bad faith”); *Indus. Indem. Co. of the Nw., Inc. v. Kallevig*, 114 Wn.2d 907, 920, 792 P.2d 520 (1990) (noting that violation of certain regulation “constitutes a per se unfair trade practice under the Consumer Protection Act”); *Truck Ins. Exchange v. Vanport Homes, Inc.*, 147 Wn.2d 751, 764, 58 P.3d 276 (2002) (same).

The National Pools suggest in passing that under Washington law, government insurance pools are “denominated . . . as self-insurance, which technically is not insurance at all.” Nat’l Pools Br. at 4 & nn. 9-10 (citing RCW 48.62.031(1)-(2) and *Kyrkos v. State Farm Mut. Auto. Ins. Co.*, 121 Wn.2d 669, 852 P.2d 1078 (1993)). But the statute in question authorizes public entities not only to “individually self-insure,” but also to “form a self-insurance program [] with other entities” or “jointly purchase insurance or reinsurance” RCW 48.62.031(1). In *Kyrkos*, this Court merely observed that pure self-insurance would not satisfy the statutory definition of “insurance” under the code, because of the absence of any “third party arrangement.” 121 Wn.2d at 674. In contrast, this case involves multiple third party arrangements (including reinsurance), the Legislature has excluded public pools from being considered insurers only under the code, the code definition of insurance is not at issue in this case, and Washington courts have consistently applied common law insurance principles to joint risk pools.

Nothing in this case distinguishes WCRP’s policies from the risk pool policies subjected to common law insurance principles in prior cases. At the time of contracting, the parties operated under the backdrop of Washington law, including the *Colby* case, which had applied common

law insurance principles to WCRP in particular. Yet WCRP made no attempt in its policies to disclaim this precedent.

The National Pools attempt to rely on legal authority from other jurisdictions to shore up their argument. *See Nat'l Pools Br.* at 10-15. They leave the false impression that other jurisdictions consistently exempt risk pools from insurance common law. The Pools fail to acknowledge, however, that several “state courts have said . . . that these pools exhibit enough of the characteristics of ‘regular’ insurance to be regulated as such” *Doucette*, 8 CONN. INS. L.J. at 536. Further, as the *County & Slagle* have explained, the laws of other jurisdictions are varied on this issue and the cases addressing joint risk pools involve different statutory schemes or unrelated grounds for decision. *See C&S Reply* at 18-19 & n.10 (discussing cases). Indeed, each case the National Pools cite is distinguishable from the present case.

As one example, the National Pools place great emphasis on *City of S. El Monte v. S. Cal. Joint Pwrs. Ins. Auth.*, 38 Cal. App. 4th 1629, 45 Cal. Rptr. 2d 729 (1995). *See Nat'l Pools Br.* at 10-12. But the court in that case explained that California’s governing statute was specifically amended to declare that government risk pools “shall not be considered insurance,” without limitation, rather than only “under the Insurance Code,” as in *Washington*. 38 Cal. App. 4th at 1635 (quoting versions of

statute). The other California cases cited are distinguishable on the same basis. *See Orange County Water Dist. v. Ass'n of Cal. Water Agencies*, 54 Cal. App. 4th 772, 774, 778, 63 Cal. Rptr. 2d 182 (1997) (noting “the statutes . . . specifically provide such arrangements *are not* to be considered insurance” (emphasis in original)); *Southgate Rec. & Park Dist. v. Cal. Ass'n for Park & Rec. Ins.*, 106 Cal. App. 4th 293, 297-98, 130 Cal. Rptr. 2d 728 (2003) (relying on *City of S. El Monte*).

Another distinguishable authority that the National Pools rely upon is *Public Entity Pool for Liability v. Score*, 658 N.W.2d 64 (S.D. 2003). *See Nat'l Pools Br.* at 11 n.27. In that case, the court ruled that a public insurance pool was not “accountable under [the state] insurance code” and not liable for attorney fees under a particular statute within that code. 658 N.W.2d at 68-70. Not only was this decision limited to application of the state’s insurance code, but it was also based on an underlying statute that broadly excluded the pool from ever being treated as an insurer. *See id.* at 69 (quoting statute providing that pool “does not constitute insurance nor may it be considered an insurance company under the laws of South Dakota”). Even under that scheme, the South Dakota courts still apply common law insurance principles to such pools for certain purposes. *See id.* at 65; *see also, e.g., S.D. Pub. Assur. Alliance v. Aurora County*, 803 N.W.2d 612, 614 & n.1 (S.D. 2011).

Each additional authority that the National Pools rely upon is likewise distinguishable, either because it is limited to application of a specific statute rather than common law insurance principles, or because an underlying statute in the relevant jurisdiction broadly exempts joint government risk pools from ever being treated as insurers, or both. *See City of Arvada v. Colo. Intergov't'l Risk Sharing Agency*, 19 P.3d 10, 11 (Colo. 2001) (code provision not applicable to pool because it was broadly exempted by statute from being considered insurance); *Bd. of County Comm'rs v. Ass'n of County Comm'rs*, 339 P.3d 866, 867, 868 (Okl. 2014) (same); *Stratford Sch. Dist. v. Emp'rs Reins. Corp.*, 162 F.3d 718, 722 (1st Cir. 1998) (“[T]he statute declares without qualification that a [pool] is not an insurance company nor an insurer under the laws of the state” (emphasis added)); *Young v. Progressive Se. Ins. Co.*, 753 So.2d 80, 86 (Fla. 2000) (holding pure self-insurance did not qualify as “insurance” under uninsured motorist statute and citing *Kyrkos*); *Harris v. Haynes*, 445 S.W.3d 143, 148 (Tenn. 2014) (holding pool policy was not subject to uninsured motorist statutes because it was a “special fund” under insurance code). In sum, the foreign authorities the National Pools cite do not compel the same result under the WCRP Policies and Washington law.

There is also no basis in public policy to depart from this Court’s precedent. As a general matter, most “public entity pools” are essentially

“no different” than a “mutual insurance company,” in that both collectivize resources to provide liability coverage. Doucette, 8 CONN. INS. L.J. at 563. As the record and briefing in this case demonstrate, there are real risks of coercion and abuse when risk is pooled in this manner, especially when a substantial claim is tendered by a given member. *See, e.g.,* C&S Reply at 30-32; 46-47; Doucette, 8 CONN. INS. L.J. at 535 (observing that a “member of the pool acts as [an] insured” when “it makes a claim”). In the present case the County was expelled from WCRP following the tender of its claim, and WCRP has taken a position contrary to the policies to avoid payment of the County’s claim (even though such payment will be borne by private insurers). *See, e.g.,* CP 1118-21, 8278. Likewise, WSAC has gone so far as to allege in its amicus brief, without any reference to authority or policy language, that employees (including Slagle) are not insureds at all, even though the parameters of the policy grant them additional insured status. *See, e.g.,* CP 1041-42. Certainly the present case demonstrates risk pools are not immune to political and monetary pressure associated with insurance claims.

As the authorities cited by the Pools themselves also demonstrate, joint risk pools face financial pressures and are motivated to generate and protect their own revenues. *See* Marcos Antonio Mendoza, *Reinsurance*

as Governance, 21 CONN. INS. L.J. 53, 97 (2014) (public pool manager observing that “most pools, like any organization, are driven by an inherent desire to survive, so financial viability is a powerful motivator”); Doucette, 8 CONN. INS. L.J. at 563 (noting “a public entity-owned and operated pool also requires a certain amount of ‘profit’ to defray its operating costs—e.g., a pool administrator/manager, staff, consultants, etc.”); *see also, e.g.*, CP 2129 (pool director emailing with WCRP executive committee member and stating: “Rest assured that I share your concern, and that I am looking for the solution with the least impact upon Pool finances.”). The financial pressures on risk pools are thus akin to those of private insurers, which feeds into the risks of coercion and abuse that the County & Slagle have identified.

These pressures also intensify when coverage has been reinsured with a private carrier, as here. One of the articles the Pools rely upon is a national survey of public pool managers. *See Mendoza, supra*. That survey revealed that many such pools are heavily influenced by their reinsurers—including through oversight of the claims process and direct involvement in coverage and settlement decisions. *See Mendoza*, 21 CONN. INS. L.J. at 69, 87-91 (“Our pool, as do many, still involve[s] the reinsurer as the claim progresses and even in the final decision making process . . .”). This is true especially for significant claims and even

more so if the pool has retained little to no coverage of its own, as here.

See id. at 76, 94. As one pool official put it, reinsurers are often “calling the shots”:

As I have observed and worked with pools the past 34 years, I came to the realization that reinsurers do in fact ‘call the shots’ for the vast majority of pools; although a number of pool officials would argue to the contrary. But since most pools assume very little risk they are at the mercy of the reinsurance community

Id. at 101. Another pool official acknowledged that reinsurers “have more hands-on involvement and influence” than “any insurance or administrative regulators would have.” *Id.* at 97-98; *see also* CP 2120-28 (communications coordinating positions between AIG and WCRP), 2129 (WCRP director noting that its denial of coverage will save the private carriers “a bundle”).⁵ This dynamic provides even more justification for applying common law insurance principles to a pool’s coverage decisions and related conduct.

The Pools insist that insurance duties and remedies would “negate cost savings” and “could lead to the demise of risk pooling” Wash. Pools Br. at 13-14, 17. But again, the Pools’ own materials show otherwise. For one thing, government insurance pools enjoy a number of

⁵ It is also noteworthy that discovery was not completed at the time of the trial court’s decision, and numerous communications between AIG and WCRP remain withheld from production, including based on an alleged joint defense and common interest privilege between them. *See* CP 6317-6336 (privilege log).

distinct competitive advantages regardless. *See* Doucette, 8 CONN. INS. L.J. at 539 (listing tax, regulatory, and administrative advantages). Further, “there is little indication” that centralized and heavily regulated government pools “operate any less effectively” than the pools in states without such regulation. *Id.* at 563. Washington is a prime example: risk pools have been subject to and applied common law insurance principles for decades, in addition to lengthy regulatory requirements, yet the pools in Washington remain viable. *See* Wash. Pools Br. at 1, 13-14. Moreover, an insurance crisis like the one that first led to the widespread formation of government risk pools is unlikely to happen again—that crisis resulted from the abrupt retraction of sovereign immunity in states across the country in the 1970s and 1980s, and now, the market for government pools and related coverage is well-established. *See* Mendoza, 21 CONN. INS. L.J. at 57-60, 98-99.

Finally, the Washington Pools warn that applying an insurer’s duties and an insured’s remedies to the context of joint government insurance pools will burden “widows,” “orphans,” and “taxpayers.” Wash. Pools Br. at 16-17. The Pools provide no explanation for this suggestion, which is particularly groundless in the present case where, again, the risk is borne fully by private carriers. *See* CP 4230-4495. Even if all the risk had not been contracted out here, an agreement to pool risk

among 26 counties necessarily means sharing the loss among them rather than forcing the “widows,” “orphans,” and “taxpayers” of a single county to bear full responsibility. Ensuring that a joint government insurance pool acts appropriately in response to legitimate claims for coverage only helps to protect participating governments from abuse and potentially crippling liability. It also provides a needed check against the undue influence of reinsurers.

In sum, application of common law insurance principles to joint government risk pools remains sound public policy, especially when reinsurance is involved. For this reason, the common law duties of an insurer should apply to joint risk pools like WCRP. Nothing in the policies suggests otherwise.

III. CONCLUSION

The trial court erred in refusing to apply Washington’s common law of insurance to WCRP and AIG and, therefore, erred in ruling there was no duty to defend in this case. Amici’s arguments do not change existing Washington law, nor can they modify the terms of the tendered policies. The County & Slagle reiterate their request that this Court reverse the trial court, hold that Washington’s common law of insurance applies, hold that the County was entitled to a defense and is now entitled

to relief based on breach of the duty to defend, and remand for further proceedings.

RESPECTFULLY SUBMITTED this 27th day of April, 2016.

CLARK COUNTY PROSECUTING
ATTORNEY

PACIFICA LAW GROUP LLP

By



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By



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SUPREME COURT OF THE STATE OF WASHINGTON

WASHINGTON COUNTIES RISK
POOL; LEXINGTON INSURANCE
COMPANY; AMERICAN
INTERNATIONAL GROUP, INC.;
VYRLE HILL, Executive Director of
the Washington Counties risk Pool, in
both his individual capacity and
official capacity; J. WILLIAM
ASHBAUGH, individually; and ACE
AMERICAN INSURANCE
COMPANY,

Respondents,

v.

CLARK COUNTY, WASHINGTON,
a municipal corporation; DONALD
SLAGLE, an individual; LARRY
DAVIS, individually, and as assignee
of Clark County and of Donald Slagle;
and ALAN NORTHROP,
individually, and as assignee of Clark
County and of Donald Slagle,

Appellants.

PROOF OF SERVICE

I am and at all times hereinafter mentioned was a citizen of the
United States, a resident of the State of Washington, over the age of 21
years, competent to be a witness in the above action, and not a party

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thereto. On the 27th day of April, 2016 I caused to be served a true copy of the following documents upon the parties listed below:

1. Appellants Clark County and Donald Slagle's Answer to Amicus Briefs; and
2. Proof of Service.

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Attached please find Appellants Clark County and Donald Slagle's Answer to Amicus Briefs and Proof of Service for filing

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