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No. 91742-6

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IN THE SUPREME COURT OF THE STATE OF WASHINGTON

GEORGIANA ARNOLD
Respondent,

v.

CITY OF SEATTLE, d/b/a HUMAN SERVICES DEPARTMENT,
Petitioner.

**PETITIONER'S COMBINED RESPONSE TO BRIEFS OF *AMICUS*
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ASSOCIATION, WASHINGTON STATE ASSOCIATION FOR
JUSTICE FOUNDATION AND STATE OF WASHINGTON**

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ORIGINAL

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I. INTRODUCTION

Petitioner City of Seattle (“City”) voluntarily provides a civil service scheme granting dispute resolution rights to employees. But in doing so, the City has limited the scope of those informal proceedings and requires employees who choose to be represented in the administrative process to pay for their own attorneys. Amici Washington State Association for Justice Foundation (“WSAJF”) and Washington Employment Lawyers Association (“WELA”) contend that RCW 49.48.030’s attorney fee provision applies despite the voluntary and limited nature of this civil service scheme. Contrary to their assertions, however, their argument is not supported by this Court’s analysis in *International Association of Fire Fighters, Local 46 v. City of Everett* (“*Fire Fighters*”), 146 Wn.2d 29, 42 P.3d 1265 (2002) and *Hanson v. City of Tacoma*, 105 Wn.2d 864, 719 P.2d 104 (1986). Neither case involved a similar issue and therefore neither is dispositive of whether RCW 49.48.030 applies to the City’s voluntary civil service scheme.

Further, WSAJF’s contention that RCW 49.48.030 should be read *in pari materia* with RCW 49.48.040-.087 is without merit. The latter statutes were enacted decades after RCW 49.48.030 and relate to an entirely separate and specific process by which the Department of Labor and Industries (“Department”) investigates potential violations of labor

laws. Those latter statutes have no relation to, nor connection with, RCW 49.48.030.

WELA's and WSAJF's further suggestion that Article XI, § 11 of the Washington Constitution preempts the City's limitation on the award of attorney fees in its voluntary civil service proceedings also misses the mark. Nothing in RCW 49.48.030's language, or the case law interpreting the statute, evidences an express intent by the legislature to preempt how local governments design their voluntary civil service codes. Indeed, the legislature is entirely silent on the scope of local voluntary civil service codes. Moreover, RCW 49.48.030 does not grant employees an absolute right to attorney fees in any and all circumstances. As this Court has recognized, the right may be limited where specifically carved out in the employment relationship, such as by a collective bargaining agreement. *Fire Fighters*, 146 Wn.2d at 49. In other words, RCW 49.48.030 does not prohibit, preempt or conflict with the City's affirmative determination to prohibit the award of fees in its civil service proceedings.

Finally, the City agrees with Amicus State of Washington that RCW 49.48.030 does not require the award of fees incurred in a voluntary civil service proceeding. Indeed, the City's civil service process and the State's Personnel Resources Board ("PRB") process are substantively the same. Both are informal proceedings where normal rules of evidence do

not apply and where the schemes prohibit the award of fees. RCW 49.48.030 does not apply to either scheme.

This Court should reverse the Court of Appeals' decision.

II. ARGUMENT

A. No case law or statutory authority supports application of RCW 49.48.030 to the City's civil service proceedings.

1. WELA and WSAJF oversimplify the issues and mischaracterize this Court's holdings in *Fire Fighters* and *Hanson*.

WELA's and WSAJF's arguments rest on the incorrect premise that the voluntary nature and limited scope of the City's civil service scheme are irrelevant to the RCW 49.48.030 analysis. But these characteristics are central to the question before the Court. The City has adopted its civil service scheme voluntarily as part of its employment relationship with its employees. Those employees otherwise would be at-will employees.¹ The civil service process is intended to be a preliminary, efficient, low-cost mechanism for addressing employment disputes. Given the limited nature of the proceeding, the City has determined that if an employee chooses to be represented by an attorney, it is at his or her own expense. The Civil Service Commission ("Commission") by design does not have authority to award fees. Indeed, the process is not intended to be

¹ Some City employees also receive just cause protections under their collective bargaining agreement if they are members of a union. The grievance process under a collective bargaining agreement, however, is entirely separate from the City's voluntary civil service scheme and is of no relevance here.

a substitute for a trial court action. Rather, the City's civil service system offers a dispute resolution process intended to provide an efficient alternative to litigation to the benefit of both the employee and the City.

These characteristics of the City's civil service process distinguish it from the proceedings at issue in *Fire Fighters* and *Hanson*. WSAJF and WELA are incorrect that those cases resolve the question before the Court. Far from "obviat[ing] the need to look at whether the tribunal in the underlying action had authority to award fees or not," *see* WELA Br. at p. 2, neither *Fire Fighters* nor *Hanson* addressed the impact of an administrative body's authority to award fees. Nor did those cases address the application of RCW 49.48.030 to local, voluntary civil service systems. Rather, as the City noted in its Supplemental Brief, this Court in *Fire Fighters* discussed without disapproval the Court of Appeals' central holding in *Cohn v. Department of Corrections*, 78 Wn. App. 63, 67-70, 895 P.2d 857 (1995), that a superior court has no authority to award fees under RCW 49.48.030 where the administrative agency lacks such authority. Indeed, this Court distinguished *Cohn* on grounds that—like the present case—it involved an appeal from a government administrative agency. *Fire Fighters*, 146 Wn.2d at 42-43. *Fire Fighters* did not reverse *Cohn's* holding based on the administrative nature of the proceeding. And this Court specifically left open the possibility that there are "types of

administrative or quasijudicial proceedings” to which RCW 49.48.030 may not apply. *Id.* at 42 n. 11.

Further, this Court in *Fire Fighters* noted that “[a]n employer could still avoid an award of attorney fees by specifically providing in the collective bargaining agreement that each side pay their own fees and costs.” *Fire Fighters*, 146 Wn.2d at 49. That being so, simply asking whether a proceeding is an “action” cannot be the sole inquiry relevant to RCW 49.48.030’s applicability. Like the case here, an employment condition that creates a limited dispute resolution mechanism applicable to a broad class of employees may effectively limit fee awards.

Similarly, in *Hanson* this Court did not address the issues present here. The issue in *Hanson* was whether the claimant’s “wage claim was inconsistent with the grounds for certiorari”, which is how the claim came before the Court. 105 Wn.2d at 872-73. This Court held that the trial court’s review of the matter under a petition for certiorari was not relevant to the application of RCW 49.48.030. *Id.* Rather, because the trial court awarded back wages and modified the administrative ruling, the statute applied. *Id.* Although a civil service proceeding was involved, it was of no relevance to the opinion. *Hanson* simply did not discuss whether fees incurred at the administrative level should be awarded under the statute because no such fees were involved in the case. *Id.* Accordingly, *Hanson*

does not resolve the question whether local civil service schemes can provide that legal representation is at an employee's own cost.

WELA makes similar irrelevant arguments regarding the "nature of the action" and whether attorney fees must be awarded in the "same action" as that in which wages or salary owed are recovered. The City does not dispute this Court's conclusion in *Hanson* and *Fire Fighters* that fees may be awarded in a separate action. In both *Hanson* and *Fire Fighters*, however, the administrative body's or tribunal's authority to award fees was not at issue; the only issue was whether those fees could be recovered in a separate proceeding. That is not the case here. The issue here is whether RCW 49.48.030 entitles Arnold to fees in the first instance given the Commission's lack of authority to award such fees. Neither *Fire Fighters* nor *Hanson* addresses that question.

For the reasons the City sets forth in its Supplemental Brief, this Court should give effect to the City's determination of the scope and authority of its civil service scheme and hold that RCW 49.48.030 does not require an award of fees.

2. The *in pari materia* doctrine is inapplicable.

Amicus WSAJF claims that when read *in pari materia* with RCW 49.48.040-.080 and RCW 49.48.082-.087—later-enacted acts governing the Department of Labor and Industries' ("Department's") enforcement

and investigation powers—the term “action” in RCW 49.48.030 necessarily includes municipal civil service proceedings. This argument fails.

The doctrine of *in pari materia* does not apply here. “The principle of reading statutes *in pari materia* applies where statutes relate to the same subject matter.” *Hallauer v. Spectrum Props., Inc.*, 143 Wn.2d 126, 146, 18 P.3d 540 (2001) (citing *In re Pers. Restraint Petition of Yim*, 139 Wn.2d 581, 592, 989 P.2d 512 (1999)). Such statutes “must be construed together.” *Yim*, 139 Wn.2d at 592 (internal quotation and citation omitted). On the other hand, “[w]here two statutes concern wholly different subject matters, serve entirely separate purposes and operate independently of each other, they should not be construed together.” *Wash. Utils. And Transp. Comm’n v. United Cartage, Inc.*, 28 Wn. App. 90, 97, 621 P.2d 217 (1981).

RCW 49.48.030 and RCW 49.48.040-.080 were enacted separately, serve separate purposes, and operate independently of each other. RCW 49.48.030’s attorney fee provision was first enacted in 1888 as part of “An Act to provide for the payment of wages of labor in the lawful money of the United States and to punish violation of the same.” *See* Laws of 1888, ch. 128, § 3. In contrast, decades later RCW 49.48.040 - .080 were enacted as part of a 1935 act entitled “Collection of Wages in

Private Employment Act”, which authorized the Department to investigate and prosecute private employee wage claims. *See* Laws of 1935, ch. 96, §§ 1-5.² In 2006, RCW 49.48.082 - .087 were passed as amendments to the 1935 Act. *See* Laws of 2006, ch. 89, §§ 1-4. The 2006 amendments were collectively entitled the “Wage Payment Act” and require the Department to investigate wage complaints made by individual employees regarding violations of certain statutes. *Id.*

RCW 49.48.040 - .087 were passed long after RCW 49.48.030 and address a specific administrative investigation process by the Department with respect to employee wage claims. This State investigation process is entirely separate from RCW 49.48.030’s fee provision. The need to construe statutes as a whole arises only when statutes are related. Where statutes are unrelated, there is no basis for importing definitions or other language from one statute into another. *See, e.g., Auto Value Lease Plan, Inc. v. Am. Auto Lease Brokerage, Ltd.*, 57 Wn. App. 420, 423, 788 P.2d 601 (1990) (declining to infer legislative intent to import terms from one statute to another unrelated statute). This Court should decline WSAJF’s invitation to construe these separate statutes together.

² The description of the act was as follows: “An Act to regulate the payment of wages or compensation for labor or service in private employments, providing penalties for violations of its provisions, authorizing the director of labor and industries to enforce this act....” *Id.*

Regardless, WSAJF's argument that RCW 49.48.085 deems administrative proceedings "actions" for purposes of attorney fees lacks merit. RCW 49.48.085(3) provides that nothing in the statutes authorizing Department administrative enforcement of wage claims shall be construed to limit or affect the right of the Department or any employee to pursue "any judicial, administrative, or other action..." Nothing in this language purports to define the term "action". Further, this statute was enacted in 2006, long after RCW 49.48.030. Notably, the legislature could have amended RCW 49.48.030 in 2006 or at any point thereafter to reflect a broader definition of "action". But it has not done so. The legislature's use of different terms in RCW 49.48.085 suggests RCW 49.48.030 was not intended to be as broad as RCW 49.48.085 in its use of the word "action". *See State v. Roggenkamp*, 153 Wn.2d 614, 625, 106 P.3d 196 (2005) (the legislature is "deemed to intend a different meaning when it uses different terms").

Finally, WSAJF's argument that the legislature intended RCW 49.48.030 to apply in both the public and private sectors is irrelevant to the issues presented here. The City does not contend RCW 49.48.030 is inapplicable to all public employees. Where permissible, public employees may go to court and, if they recover back wages, may be entitled to their attorney fees under the statute. But the issue here is

whether the statute applies to voluntary, administrative civil service proceedings. As the City argues in its briefs, the answer to this question is “no”. This Court should give effect to the City’s civil service scheme.³

B. Article XI, § 11 of the state Constitution does not preempt the City’s civil service code provisions.

Amici WELA and WSAJF further contend that the City’s specification that employees may be represented in civil service hearings “at [their] own expense” conflicts with RCW 49.48.030’s fee provision and thus violates the state Constitution’s Article XI, § 11.⁴ This argument also lacks merit.

Article XI, § 11 of the state Constitution grants to cities the power to “make and enforce...all such local police, sanitary and other regulations as are not in conflict with general laws [of the state].” Wash. Const. art. XI, § 11. This Court has described Article XI, § 11 as “a direct delegation of the police power as ample within its limits as that possessed by the

³ WSAJF attaches an Attorney General’s Office opinion interpreting the Wage Payment Act and addressing the scope of its applicability with respect to public employers. For the reasons discussed herein, that opinion, addressing an entirely separate enactment and investigation process from RCW 49.48.030, is immaterial to the issues before the Court.

⁴ Amicus WELA alternatively contends it is not clear that a conflict exists, claiming that SMC 4.04.260(E) does not actually prohibit a fee award under RCW 49.48.030 but merely states “that the City will not pay for an attorney to represent the employee along the way”. See WELA Br. at p. 7. WELA is incorrect. SMC 4.04.260(E)’s plain provision requiring employees who seek representation to do so “at [their] own expense” would be rendered meaningless if employees could later recover a fee award. This Court should avoid such a strained interpretation. See *Sleasman v. City of Lacey*, 159 Wn.2d 639, 643, 646, 151 P.3d 990 (2007) (Court “interpret[s] local ordinances the same as statutes” and will give full effect to the legislative body’s language, “with no part rendered meaningless or superfluous.”).

Legislature itself” and has emphasized that this power “requires no legislative sanction for its exercise so long as the subject-matter is local, and the regulation reasonable and consistent with the general laws.” *City of Bellingham v. Schampera*, 57 Wn.2d 106, 109, 356 P.2d 292 (1960). Ordinances are presumed constitutional and a defendant has the heavy burden of proving the invalidity of an ordinance beyond a reasonable doubt. *See Bellevue v. State*, 92 Wn.2d 717, 720, 600 P.2d 1268 (1979). Courts “will not interpret a statute to deprive a municipality of the power to legislate on particular subjects unless that clearly is the legislative intent.” *Southwick, Inc. v. City of Lacey*, 58 Wn. App. 886, 891-92, 795 P.2d 712 (1990). Moreover, an ordinance must yield to state law only “if a conflict exists such that the two cannot be harmonized.” *Brown v. City of Yakima*, 116 Wn.2d 556, 561, 807 P.2d 353 (1991). In determining whether a city ordinance is in conflict with general laws, the test is whether the ordinance “permits or licenses that which the statute forbids and prohibits, and vice versa.” *Weden v. San Juan Cnty.*, 135 Wn.2d 678, 693, 958 P.2d 273 (1998) (internal citations omitted).

WELA and WSAJF broadly claim that because the City civil service scheme precludes an award of attorney fees, it conflicts with RCW 49.48.030’s fee provision. They are incorrect. “[T]he Legislature must expressly indicate an intent to preempt a particular field.” *Weden*, 135

Wn.2d at 695 (emphasis in original). Here, RCW 49.48.030 contains no express language or other indication of intent that it applies to local government's voluntary civil service schemes—or even administrative proceedings in general.

Moreover, RCW 49.48.030 contains no express language preempting the City from voluntarily adopting a civil service scheme for resolving employment disputes whereby claimants must cover their own attorney fees. Indeed, the legislature has not determined or prescribed exclusive procedures for local civil service schemes, thereby reserving only certain aspects of those schemes to the decisions of local government. Rather, the State has left the entire field of general local civil service schemes up to local government. Local governments can choose to establish a civil service scheme or not. And if they decide to implement one, the legislature has not placed any express conditions on what must or must not be contained in the scheme. Accordingly, there is no conflict between state law and the City's civil service code and, thus, no Article XI, § 11 violation here.⁵

WELA relies on *HJS Development v. Pierce County ex rel. Dep't of Planning & Land Services*, 148 Wn.2d 451, 61 P.3d 1141 (2003). But

⁵ The City also provides a civil service scheme for City firefighters and police mandated by state law. See Ch. 41.08 RCW, Ch. 41.12 RCW. This scheme is not relevant here. Regardless, the same result would be reached as the legislature, in creating the mandatory civil service scheme, did not authorize attorney fees as one of the available remedies.

that case supports the City's argument that there is no preemption here. After reciting the above law regarding the presumed constitutionality of local ordinances, the need for clear legislative intent to preempt, and the heavy burden on those challenging the constitutionality of a local law, this Court ultimately held that preemption did not apply to the law at issue. *Id.* at 476-83. This Court held that there was room for concurrent jurisdiction between the state and local laws related to preliminary plat approval. *Id.* at 481-83. The state statute set forth a five-year timeline for preliminary plat approval with the purpose of administering land divisions in a "uniform" manner throughout the state. *Id.* at 482. But by doing so, this Court held that the state did not preempt local governments from enacting ordinances governing preliminary plat approval and revocation on a shorter timeline. *Id.* at 478, 483. Those issues were still within the province of local government.

Similarly, here, there is room for concurrent jurisdiction. While the state enacted a general statute regarding attorney fees in certain actions in RCW 49.48.030, it did nothing to alter the City's lawful authority to create and implement a civil service scheme of its own design and requirements. Like the ordinance in *HJS Development, Inc.*, the state and local laws can be harmonized and preemption does not apply to the City's civil service scheme here.

Finally, RCW 49.48.030 does not establish an absolute right to attorney fees. As this Court has recognized, the right may be limited where specifically carved out in the employment relationship, such as by a collective bargaining agreement. In *Fire Fighters*, this Court explained that “[a]n employer could still avoid an award of attorney fees [under RCW 49.48.030] by specifically providing in the collective bargaining agreement that each side pay their own fees and costs.” 146 Wn.2d at 49 (emphasis added). As support for that conclusion, this Court cited *Hitter v. Bellevue School District No. 405*, 66 Wn. App. 391, 397-99, 832 P.2d 130 (1992), where the Court of Appeals stated, “we are not persuaded that the Legislature intended to place the right conferred by RCW 49.48.030 into the category of a minimum substantive guaranty to individual workers, which cannot be waived by the exercise of collective rights.” See also *Riley-Hordky v. Bethel Sch. Dist.*, 187 Wn. App. 748, 761-62, 350 P.3d 681 (2015) (describing *Hitter*’s distinction between “minimum substantive guarant[ies] to individual workers”, such as minimum wage and overtime pay, which cannot be waived, and the right to receive attorney fees under RCW 49.48.030, which can). Because RCW 49.48.030 is not an absolute right, there is room for the presumably constitutional City civil service scheme to provide its own conditions related to attorney fees. Article XI, § 11 does not apply.

WSAJF claims that *Fire Fighters'* statement regarding minimal substantive guarantees is "questionable" in light of *Brown v. MHN Government Services, Inc.*, 178 Wn.2d 258, 306 P.3d 948 (2013). But *Brown* is completely inapposite. The arbitration agreement in *Brown* was governed by California law, not Washington law. *Id.* at 266. While the Court discussed some Washington case law in its analysis, the Court's holding was a statement on how the arbitration agreement would be read under California law. Moreover, at issue in *Brown* was a mandatory fee shifting provision that required the losing party to pay the prevailing party's fees and costs. The Court held the fee shifting provision substantively unconscionable because the State's Minimum Wage Act provides that only a prevailing employee may recover attorney fees, not an employer. *Id.* at 274-75. Here, the City's civil service scheme does not contain a mandatory fee shifting provision. And Arnold is not being asked to pay the City's attorney fees. *Brown* is inapposite and does not alter this Court's limitations on RCW 49.48.030's applicability as expressed in *Fire Fighters*.

WSAJF's and WELA's arguments do not support application of RCW 49.48.030 here. This Court should reverse.

C. The City agrees with the State's arguments, and RCW 49.48.030 does not apply to either government's civil service scheme.

The City agrees with the State that RCW 49.48.030 does not extend to civil service disciplinary appeals because such proceedings are not actions for wages or salary owed. Further, the same rationale that the State asserts for why RCW 49.48.030 does not apply to its civil service scheme (as administered through the PRB) applies equally to the City's.

The purposes of the City's civil service scheme and the State's PRB system are the same: to create a fair and uniform system of personnel administration based on merit. *See* Seattle City Charter, art. XVI, § 1; SMC 4.04.020; RCW 41.06.010. The appeal processes under both systems are remarkably similar. Under both the SMC and the statutes authorizing the PRB, the relevant authority may hear appeals involving personnel administration. *See* SMC 4.04.250(L)(3) (City's Civil Service Commission authorized by code to "hear appeals involving the administration of the personnel system."); RCW 41.06.110, .120, .170 (PRB created and authorized to hear appeals from disciplinary decisions or violation of state civil service law). Neither the SMC nor the statutes authorizing the PRB permit successful appellants to recover attorney fees. *See* SMC 4.04.260(E) (employees may be represented in employment disputes before the Commission "at [their] own expense."); RCW

41.06.220 (state civil service employee reinstated after appeal entitled to “all employee rights and benefits, including back pay, sick leave, vacation accrual, retirement and OASDI benefits”; attorney fees not listed).

Further, PRB proceedings and City civil service proceedings employ similar informal, expedited processes intended to quickly and expediently resolve employment disputes. With respect to PRB proceedings, by rule the hearings are informal, and technical rules of evidence do not apply. WAC 358-30-030(2). Employees are entitled to present and cross-examine witnesses and give evidence before the PRB. WAC 358-30-030(3). The PRB may restore to the employee those employment rights and benefits wrongfully withheld, WAC 358-30-180, but it lacks jurisdiction to grant relief beyond those items. Similarly, under the SMC claimants may question witnesses, receive relevant discovery, and present evidence at the hearing but are not required to do so. SMC 4.04.250(L), .260(G); SMC 4.20.225; Charter Art. XVI, § 6. Under both schemes, claimants have the right to be represented if they so choose. *See* RCW 41.06.170, WAC 358-30-030(3) (aggrieved employee has right to appeal either individually or through a representative); SMC 4.04.260(E) (employee “may” be represented at hearing at own expense).

In sum, both the City and the State have civil service schemes specifically governing employment disputes that serve to collectively

benefit public employees and the public good by providing a fair and efficient system that protects employees from arbitrary and discriminatory action. *See City of Yakima v. Int'l Ass'n of Fire Fighters*, 117 Wn.2d 655, 665, 818 P.2d 1076 (1991) (discussing purpose of civil service systems generally); *Herriott v. City of Seattle*, 81 Wn.2d 48, 61, 500 P.2d 101 (1972) (“The purpose of civil service is to establish a merit system of public employment in the matter of the selection, appointment, discipline and discharge of civil employees....It is thought that elimination of the arbitrary employment procedures of the spoils system enables state, county, and municipal governments to render more efficient services to the public.”); *Reninger v. Dep't of Corr.*, 79 Wn. App. 623, 631, 901 P.2d 325 (1995), *aff'd*, 134 Wn.2d 437, 951 P.2d 782 (1998) (“This elaborate system of rules, procedures, and remedies provides a vehicle and forum created specifically to resolve civil service employment relations claims.”). In accepting public employment, State employees under Chapter 41.06 RCW and City employees under the SMC enter an employment relationship in which their rights and obligations are governed by all sections of the civil service code, including the limitation on attorney fees.

For purposes of RCW 49.48.030, there is no relevant distinction between the City's civil service scheme and the State's civil service

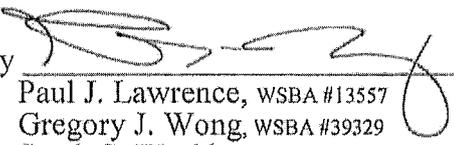
scheme. Analysis of whether RCW 49.48.030 applies to City civil service proceedings is the same as if it applies to PRB proceedings. This Court should hold neither process is subject to RCW 49.48.030.

III. CONCLUSION

State and local governments are empowered to adopt civil service codes to ensure merit-based employment practices. The City has voluntarily done so for the benefit of its employees and the public. As this Court has recognized, RCW 49.48.030 does not require an award of fees in all circumstances. This Court should give effect to the City's determination of the scope and authority of its civil service scheme. Accordingly, this Court should reverse.

RESPECTFULLY SUBMITTED this 29th day of December,
2015.

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SUPREME COURT OF
THE STATE OF WASHINGTON

RECEIVED BY E-MAIL

GEORGIANA ARNOLD,

Appellant,

v.

CITY OF SEATTLE, d/b/a
HUMAN SERVICES
DEPARTMENT,

Respondent.

No. 91742-6

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 thereto; that on the 29th day of December, 2015 I caused to be served a true copy of the following documents:

1. Petitioner's Combined Response to Brief of *Amicus Curiae*
Washington Employment Lawyers Association,
Washington State Association for Justice Foundation and
Washington State Attorney General; and
2. Proof of Service

per the parties electronic service agreement, upon:

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PROOF OF SERVICE - 1

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I declare under penalty of perjury under the laws of the State of
Washington that the foregoing is true and correct.

DATED this 29th day of December, 2015.


Katie Dillon

OFFICE RECEPTIONIST, CLERK

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Subject: RE: Arnold v. City of Seattle: Supreme Court Cause No. 91742-6 - Petitioner's Combined Response to Amicus Curiae Briefs

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Supreme Court Clerk's Office

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Subject: Arnold v. City of Seattle: Supreme Court Cause No. 91742-6 - Petitioner's Combined Response to Amicus Curiae Briefs

Attached for filing please find Petitioner's Combined Response to Briefs of *Amicus Curiae* Washington Employment Lawyers Association, Washington State Association for Justice Foundation and State of Washington. Electronic service is being made on the parties per the electronic service agreement.

This brief is being filed by Gregory J. Wong of Pacifica Law Group, WSBA No. 39329, on behalf of Petitioner City of Seattle.

Please note that our reception, address suite number and zip code have changed.

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Paralegal



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