

FILED  
SUPREME COURT  
STATE OF WASHINGTON  
3/11/2020 9:03 AM  
BY SUSAN L. CARLSON  
CLERK

No. 97599-0

SUPREME COURT,  
OF THE STATE OF WASHINGTON

---

OLYMPIC VIEW WATER AND SEWER DISTRICT, a Washington  
municipal corporation; and TOWN OF WOODWAY, a Washington  
municipal corporation,  
Respondents,

v.

RONALD WASTEWATER DISTRICT, a Washington municipal  
corporation; and KING COUNTY, a Washington municipal corporation,  
Petitioners,  
and

SNOHOMISH COUNTY, a Washington municipal corporation,  
Defendant.

---

TOWN OF WOODWAY SUPPLEMENTAL BRIEF  
(AMENDED PER 3/10/2020 ORDER ON MOTION)

---

Greg A Rubstello, WSBA #6271  
Attorneys for Respondent Town of  
Woodway  
OGDEN MURPHY WALLACE, PLLC  
901 5th Ave, Suite 3500  
Seattle, WA 98164  
Tel: 206-447-7000/Fax: 206-447-0215

TABLE OF CONTENTS

*Page*

A. INTRODUCTION .....1  
B. STATEMENT OF THE CASE.....5  
C. ARGUMENT .....5  
    1. The proceeding for entry of the Transfer Order was not in rem and even if it were the Snohomish County Parties have sufficient interest to attack the void judgment.....5  
    2. RCW 57.02.001 did not validate or make legal the Transfer Order. ....9  
    3. The annexation of territory within a City or Town by a County, District or another City without express approval of the City or Town is against public policy.....11  
D. CONCLUSION.....13  
E. APPENDIX A ..... A-1

TABLE OF AUTHORITIES

Page

**Cases**

*King County v. Lesh et al.*, 24 Wn.2d 414, 165 P.2d 999 (1946) ..... 9  
*King County v. REA et al. Same v. Each and Every Person, etc.*, 21 Wn.2d  
593, 152 P.2d 310 (1944)..... 9  
*Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 70 S. Ct.  
652 (1950)..... 8  
*State v. Larson*, 184 Wn.2d 843, 365 P.3d 740 (2015)..... 11

**Statutes**

Ch. 36.94 RCW..... 2  
HB 1145 ..... 10  
RCW 35.13A.060..... 12  
RCW 36.94.170 ..... 12  
RCW 36.94.410-.440 ..... 4  
RCW 36.94.420 ..... 4, 11  
RCW 57.02.001 ..... 3, 9, 10, 11

**Rules**

CR 54(a)(1)..... 3

**Treatises**

Fraser, George B., ACTIONS IN REM, Vol. 34 Cornell Law Review,  
Issue 1 September 1948 ..... 7, 8  
Friedenthal, Kane and Miller, Civil Procedure §3.8 (5<sup>th</sup> ed.) ..... 6

**A. INTRODUCTION**

The Town of Woodway is a general purpose municipal government located in Snohomish County. It has its own sewer system which it has transferred to Olympic View Water and Sewer District by contract with reservation of rights for the return of the system to the Town. The entire Point Wells Area is currently either within the jurisdictional limits of the Town or within the Town's Urban Growth Area (UGA) for potential annexation.<sup>1</sup> A small subdivision, the Briggs Addition, is within the "Point Wells Area" claimed by the Ronald Wastewater District and King County as territory that has been annexed to Ronald under the 1985 Transfer Order approving the transfer agreement between Ronald and King County that are subjects of this litigation. As noted by the Court Appeals in its factual findings, sewer service by King County to the property started without authorization of Woodway and when the property was subdivided Ronald entered into a contract with Woodway allowing Ronald to provide "interim service" to the subdivision until Woodway was ready to provide the sewer service through its own system.

---

<sup>1</sup> The Town annexed the upper bluff area of unincorporated Point Wells by Ordinance 16-572 approved July 2016.  
{GAR2084217.DOCX;2/00074.050015/ }

If this Court should reverse the Court of Appeals and the Point Wells Area as defined by the map attached to the Transfer Agreement is annexed to Ronald territorial service area, Woodway's general governmental authority that includes planning and decisions as to a system of sewerage within Woodway will be impaired. If Shoreline should assume Ronald in Snohomish County<sup>2</sup> per the transfer agreement between Ronald and Shoreline, then a neighboring City with competing interests will control sewer planning, extensions, operations, maintenance, and rate scheduling in the Point Wells area of Woodway or its UGA. Further, unlike sewer service within the City by a sewer district subject to assumption under Ch. 36.94 RCW, Woodway has no assumption rights against a system of sewerage operated by another City within its jurisdiction. Needless to say, the outcome of this appeal is of significance to Woodway.

This litigation was initiated by the Ronald Wastewater District (Ronald) in the King County Superior Court.<sup>3</sup> In part, Ronald sought a judicial declaration that Olympic View Water and Sewer District (Olympic View), the Town of Woodway (Woodway) and Snohomish County (the

---

<sup>2</sup> Shoreline's efforts to date to assume Ronald within the Point Wells area have been rejected by the Snohomish County Boundary Review Board and Shoreline's appeal of the denial to the King County Superior Court has been consolidated with this matter and stayed pending a final decision by the appellate courts on the issues before this court.

<sup>3</sup> The facts set forth in the Court of Appeals unpublished decision are undisputed.  
{GAR2084217.DOCX;2/00074.050015/ }

County) (collectively referred to herein as the Snohomish County Parties), were subject to a 1985 King County Superior Court Order (Transfer Order). Ronald alleged that the Point Wells area of south western Snohomish County, including the Briggs Addition to the Town of Woodway, was annexed to and became part of Ronald on the effective date of the Transfer of the King County system of sewerage by King County to Ronald under a transfer agreement between Ronald and King county.

The King County Superior Court agreed with Ronald and entered summary judgment in favor of Ronald, ordering that (1) the transfer was pursuant to express statutory authority; (2) that the transfer was effective January 1, 1986; (3) the Transfer Order was a final judgment (CR 54(a)(1) “in rem” that was binding “against the world” including the Snohomish County Parties, therefore barring them by principles of res judicata from challenging the validity of the Transfer Order; and (4) RCW 57.02.001 as of July 1, 1997, had the effect of validating and ratifying Ronald’s annexation of the Point Wells Area, rendering any defect in the Transfer Order of no consequence. The court denied Woodway’s motion for summary judgment seeking to invalidate the 1985 Transfer Order as to the annexation by Ronald of the Point Wells Area.

Woodway appealed the Superior Court's summary judgment order to Division 1 with Olympic View. The appeals court by unpublished decision (*Slip Opinion*, at page 2) made the following holding:

We hold that the superior court lacked subject matter jurisdiction to grant an annexation by Ronald of territory with the municipal corporate boundaries of Olympic. We reverse the trial court's grant of partial summary judgment to Ronald, remand for an order granting Woodway's motion for summary judgment in part, and for other proceedings consistent with this motion.

In reaching this holding the Court of Appeals determined that the under the plain language of RCW 36.94.420, "area served" means the area only within the transferor county's borders, not areas outside the county that it serves by contract (*Slip Opinion* at p.16 and p. 30). By former RCW 36.94.410-.440 "*the legislature did not give superior courts general jurisdiction to approve annexations. It did not grant to superior courts jurisdiction to allow a sewer district to annex territory from another municipal corporation not a party to a transfer agreement under chapter 36.94 RCW and contrary to former Title 56 RCW.*" See *Slip Opinion* at p. 31.

Woodway believes that Olympic View and Snohomish County have done an excellent job in their supplemental briefing addressing the correctness of the holding made by the Court of Appeals and adopts the arguments made in their supplemental briefing and incorporates them herein. There are however a few additional points of law Woodway will address in this supplemental briefing in support of the Court of Appeals decision appealed by Ronald and King County.

**B. STATEMENT OF THE CASE**

Woodway adopts the factual statement made by the Court of Appeals in its *Slip Opinion* at pages 2 – 12.

**C. ARGUMENT**

1. The proceeding for entry of the Transfer Order was not in rem and even if it were the Snohomish County Parties have sufficient interest to attack the void judgment.

Ronald and King County have argued that the undisputed lack of notice to the Snohomish County Parties and of personal jurisdiction of those parties by the King County Superior Court is of no consequence because the proceeding was in rem the Transfer Order was binding on anyone in the

world. An in rem proceeding as opposed to an action in personam has been described this way:

The traditional formula is probably best exemplified by the statement of Mr. Justice Holmes in *Tyler v. Judges of the court of Registration*, 175 Mass. 71, 55 N.E. 812 (1900): “If the technical object of the suit is to establish a claim against some particular persons, with a judgment which general, in theory at least, binds his body, or to bar some individual claim or objection, so that only certain person are entitle to be heard in defense, the action is in personam, although it may concern the right to , or possession of , a tangible thing .... If on the other hand, the object is to bar indifferently all who might be minded to make an objection of any sort against the right sought to be establish, and if anyone in the world has a right to be heard on the strength of alleging facts which if true, shows an inconsistent interest, the proceeding is in rem.

Friedenthal, Kane and Miller, Civil Procedure §3.8 (5<sup>th</sup> ed.), cited in 14 Wash. Prac., Civil Procedure §5.1 (3d ed.).

The 1985 King County superior court proceeding was not an in rem proceeding as above described. The Transfer Agreement was a contractual agreement between two parties, King County and Ronald. The terms and conditions were personal to them. The court proceeding was initiated by a joint petition that did not name any other party or persons having interest in

the adjudication which was essentially about seeking approval of the contractual agreement allowing King County to transfer its system of sewerage in King County to Ronald. The parties to the lawsuit were not disputing anything between themselves. No one was claiming something the other also claimed. The court was not adjudicating the status of or interests in title to property or of a thing.

The court's sole role was to determine whether the Transfer Agreement was consistent with statutory requirements and not to resolve any competing claims for service rights to any area in King or Snohomish Counties. "A plaintiff is not permitted to make his own liabilities or contractual relationships the res for an action in rem. To do so would permit an obligor to pick his own time and place to litigate his own obligations." See Fraser, George B., ACTIONS IN REM, Vol. 34 Cornell Law Review, Issue 1 September 1948, at p. 34. This is exactly what the joint petition sought to do. King County and Ronald picked the time and place for the court to determine their own personal rights and obligations in the Transfer Agreement to the exclusion of all other interested parties.<sup>4</sup> Although clearly identifiable and known to both King County and Ronald, notice adequate to satisfy due process was not given the interested entities in Snohomish

---

<sup>4</sup> The proceeding before the King County superior court was not an adversary proceeding. {GAR2084217.DOCX;2/00074.050015/ }

County. *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 70 S. Ct. 652 (1950). The proceeding was not in rem.

The superior court also lacked in rem jurisdiction due to the lack of due process given the known interested parties within the state. The necessary notice and opportunity to be heard by Olympic View, Woodway and Snohomish County among others for an in rem proceeding was not given. Fraser, *ACTIONS IN REM*, at p. 29:

Actions in rem, being proceedings directly against property, are a manifestation of the principle that a state has the power to determine the title, status, or condition of property within its borders. But this power may not be arbitrarily exercised; **it is limited by a second principle, which is, that the interests of persons in property may not be cut off without attempting to provide such persons notice and an opportunity to be heard.** Thus, for a court to act in rem, certain preliminary steps must be taken. When these have been taken, the court is said to have jurisdiction to act in rem, or jurisdiction in rem. (emphasis added)

The King County superior court in 1985, therefore, lacked in rem jurisdiction due to the lack of required notice to interested parties. To have jurisdiction in rem, the court must have jurisdiction over the res and due process requires notice to persons whose interests would be affected, so there is opportunity for a hearing of those interests. .

Even if the proceeding before the superior court in 1985 was in rem, the Snohomish County Parties may still attack the void Transfer Order. See *King County v. REA et al. Same v. Each and Every Person, etc.*, 21 Wn.2d 593, 152 P.2d 310 (1944):

In an action in rem, a decree that is void on its face may be attacked by anyone having a direct interest in the title to the property involved. ....

See also *King County v. Lesh et al.*, 24 Wn.2d 414, 165 P.2d 999 (1946).

The lack of notice and due process to the Snohomish County Parties renders the Transfer Order void and subject to attack by the Snohomish County Parties in this proceeding.

2. RCW 57.02.001 did not validate or make legal the Transfer Order.

The Court of Appeals correctly determined that the enactment of RCW 57.02.001 did not validate Ronald's annexation of Point Wells (Slip Opinion at p.32 – 33. RCW 57.02.001 provides:

Every sewer district and every water district previously created shall be reclassified and shall become a water-sewer district, and shall be known as the ". . . . Water-Sewer District," or "Water-Sewer District No. . . . ." or shall continue to be known as a "sewer district" or a "water district," with the existing name or number inserted, as appropriate. As used in this title, "district"

means a water-sewer district, a sewer district, or a water district. All debts, contracts, and obligations previously made or incurred by or in favor of any water district or sewer district, and all bonds or other obligations issued or executed by those districts, and all assessments or levies, and all other things and proceedings done or taken by those districts or by their respective officers, are declared legal and valid and of full force and effect.

The only clear legal purpose of the legislation from the four corners of the legislation was to make sure that the legal actions of a sewer or water district taken prior to their reclassification as a water-sewer district remained valid under the new statutory scheme. Reclassification was not to be the cause for a district to suffer adverse consequences. To claim as Ronald does that the legislative intent was to make legal an earlier illegal action is not clear from the language of the statute or consistent with the context in which the legislation was adopted.

HB 1145, legislation enacted in 1982 addressing “Multicounty Districts” is helpful for understanding the intent of the legislature. Although not applicable to the 1985 King County-Ronald transfer, this earlier legislation did, like RCW 57.02.001, contain language approving and ratifying prior actions of a sewer district. In HB 1145 however, the legislature used specific language, addressing prior annexations, as follows:

{GAR2084217.DOCX;2/00074.050015/ }

All actions taken in regard to the formation, **annexation**, consolidation, or merger of sewer districts prior to the effective date of this act but consistent with this title, as amended, are hereby approved and ratified and shall be legal for all purposes. (emphasis added)

The use of the above language by the legislature demonstrates that had the legislature intended in RCW 57.02.001 to ratify and make legal and effective all prior actions consistent with Title 57 RCW in regard to boundary issues such as an annexation, it knew how to say it and could have said it if that is what was intended. *State v. Larson*, 184 Wn.2d 843, 365 P.3d 740 (2015). The legislature did not make any specific statement of intent as to prior annexation actions by a district in RCW 57.02.001 because it was not the intent of the legislation to validate prior annexation actions of a district inconsistent with the relevant statutes.

3. The annexation of territory within a City or Town by a County, District or another City without express approval of the City or Town is against public policy.

The argument by King County and Ronald that the annexation of territory within the Town of Woodway by Ronald because it was served by an outside sewer extension agreement on an interim basis is included within the term “area served” in RCW 36.94.420 contrary to public policy. There

is no statutory authority for any municipal corporation to even operate sewer facilities in a Washington City or Town without the approval of that City or Town. Washington statutes state a public policy requiring the express approval of the City or Town. RCW 35.13A.060 states in part that:

Whenever more than one city, in whole or in part, is included within a district, the city which has within its boundaries sixty percent or more of the area of the assessed valuation of the district (in this section referred to as the "principal city") may, with the approval of any other city containing part of such district, assume responsibility for operation and maintenance of the district's property ....

RCW 36.94.170 states in pertinent part:

The primary authority to construct, operate and maintain a system of sewerage and/or water within the boundaries of a municipal corporation which lies within the area of the county's sewerage and/or water general plan shall remain with such municipal corporation. A general plan under the provisions of chapter 36.94 RCW may construct, own, operate and maintain a system of sewerage and/or water with the boundaries of a city or town with the written consent of such city or town ....

It is against public policy for Ronald, the City of Shoreline, or King County to operate systems of sewerage in Woodway with its written

permission. No such permission exists. This court should not allow a faulty legal description of “area served” not called to the attention of the superior court in 1985 by Ronald or King County and that would violate public policy by permitting Ronald to annex territory for sewer service in Woodway.

**D. CONCLUSION**

This court should affirm the unpublished decision of the Court of Appeals.

RESPECTFULLY SUBMITTED this 19<sup>th</sup> day of March, 2020.

Respectfully submitted,

OGDEN MURPHY WALLACE, PLLC

By   
Greg A. Rubstello, WSBA #6271  
grubstello@omwlaw.com  
Attorneys for Respondent Town of  
Woodway

APPENDIX

TOWN OF WOODWAY ORDINANCE NO. 16-572  
ANNEXATION OF UPPER BLUFF OF POINT WELLS AREA

**TOWN OF WOODWAY**

**ORDINANCE NO. 16-572**

**AN ORDINANCE OF THE TOWN COUNCIL FOR THE TOWN OF WOODWAY ANNEXING CERTAIN UNINCORPORATED TERRITORY COMMONLY KNOWN AS THE UPPER BLUFF, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Town of Woodway (“Town”) and Snohomish County (“County”) are required by the State’s Growth Management Act to plan for growth within urban unincorporated areas of the County designated for urban growth and future annexation by the Town; and

WHEREAS, both the Comprehensive Plans of the Town and the County reflect this planning through the designation of an unincorporated area adjacent to the Town as the Town’s municipal urban growth area (“MUGA”); and

WHEREAS, the Town has planned for future urban growth within the Town’s MUGA and annexation of the MUGA to the Town through the preparation of the *Woodway Municipal Urban Growth Area Subarea Plan* (“Subarea Plan”); and

WHEREAS, the Subarea Plan and related policies were adopted by the Town Council on August 5, 2013, and provide for specific zone districts to implement the goals and policies of said Subarea Plan upon annexation of properties within the MUGA to the Town; and

WHEREAS, the Subarea Plan is incorporated into the Town’s Comprehensive Plan that has been reviewed and approved by the Washington State Department of Commerce as compliant with the State Growth Management Act and the Puget Sound Regional Council as consistent with the region’s growth and transportation strategy; and

WHEREAS, the Town’s pre-annexation zoning for its MUGA is divided into two zone districts – a mixed-use Urban Village district covering the railway and lowland area of Point Wells, and a single-family residential district covering the “Upper Bluff” area west of the westerly terminus of 238<sup>th</sup> Street; and

WHEREAS, the Town has previously adopted, pursuant to RCW 35A.14.330, preannexation zoning for the Upper Bluff that will be applicable upon annexation; and

WHEREAS, Point Wells LLC (“Developer”) owns two parcels totaling over 35 acres on the Upper Bluff portion of the Town’s MUGA; and

WHEREAS, Developer approached the Town with a proposal to annex the Upper Bluff and a portion of the railway into the Town pursuant to RCW 35A.14.120, and to develop Developer’s property for single family residential development; and

WHEREAS, the Town received from Developer a request to commence annexation proceedings for an area described in Exhibit A (“Annexation Area”), and such request represented owners in excess of 10% of the assessed value of the Annexation Area; and

WHEREAS, having received such request, the Town Council, on September 23, 2015, authorized the circulation of a 60% petition providing for the annexation of the Annexation Area; and

WHEREAS, Developer presented the Town with a 60% annexation petition, duly executed by Developer, and on December 21, 2015, the Snohomish County Auditor certified that the petition was signed by the owners of property representing 94% of the assessed value of the property to be annexed; and

WHEREAS, on February 1, 2016, the Town Council set for public hearing on February 16, 2016, consideration of the petition, inviting interested persons to testify for and against the proposed annexation; and

WHEREAS, the public hearing was duly advertised and notice of the hearing was posted in three public places within the territory proposed for annexation; and

WHEREAS, on February 16, 2016, the Town Council held a public hearing and duly considered the petition and public comment, and the Council submitted a notice of intent to annex to the Washington State Boundary Review Board for Snohomish County (“BRB”); and

WHEREAS, on February 16, 2016, the Town Council found in Resolution 16-382, that annexation by the Town of the Annexation Area best serves the health, welfare and safety of the residents of the Town and the petitioner, and will encourage the most appropriate use of land within the Town’s MUGA; secures safety from fire; promotes a coordinated development of the unbuilt bluff areas; encourages the integration of any new development of the Upper Bluff with the neighboring community; helps conserve and restore natural beauty and other natural resources; and facilitates the adequate provision of transportation, water, sewerage and other public uses.

WHEREAS, the Town Council further found in Resolution 16-382 that the Town’s utilities, police, fire and other services are sufficient to service the Annexation Area, and that the proposed annexation is consistent with the State Growth Management Act.

WHEREAS, the Town has been notified by the BRB that the 45-day review period under RCW 36.93.100 ended on June 22, 2016 at 5:00 p.m. with no request for review having been filed.

NOW, THEREFORE, BE IT ORDAINED, by the Town Council that:

**Section 1.** The Annexation Area is hereby annexed to the Town as of the effective date of this Ordinance.

**Section 2.** Upon annexation, the Annexation Area will be assessed and taxed at the same rate and on the same basis as other property within the Town.

**Section 3.** The Town's Comprehensive Plan shall apply to the Annexation Area upon the effective date of this Ordinance.

**Section 4.** Under the authority of RCW 35A.14.330, and pursuant to WMC 14.36, the Upper Bluff will be zoned Urban Restricted. The railway will be zoned Urban Village under WMC 14.40.

**Section 5.** If any portion of this resolution is found or rendered invalid or ineffective, all remaining provisions shall remain in full force and effect.

**Section 6.** This Ordinance shall take effect five (5) days after its passage, approval and publication as provided by law.

Passed by the Town Council this 5<sup>th</sup> day of July, 2016.

TOWN OF WOODWAY



Carla A. Nichols, Mayor

Attest:



Joyce Brelefeld, Clerk Treasurer

**TOWN OF WOODWAY  
POINT WELLS UPPER BLUFF ANNEXATION DESCRIPTION**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 E., W.M., DESCRIBED AS FOLLOWS:

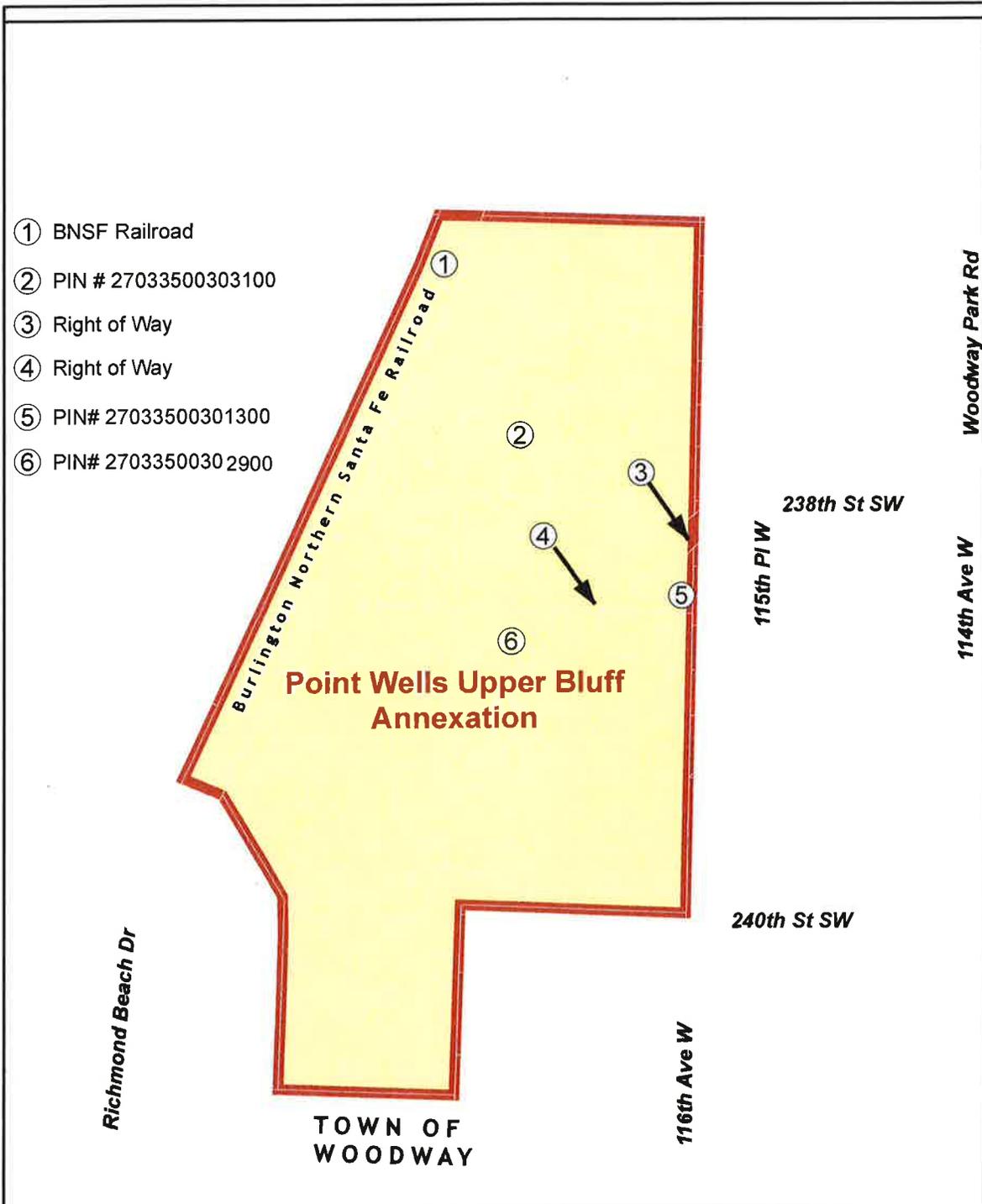
**BEGINNING** AT THE CENTER OF SAID SECTION 35;  
THENCE WEST ALONG THE EAST AND WEST CENTERLINE OF SAID SECTION 35 TO THE WESTERLY RIGHT-OF-WAY LINE OF THE SEATTLE AND MONTANA RAILWAY COMPANY, NOW KNOWN AS THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY;  
THENCE SOUTH 22°04'46" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OPPOSITE THE MOST WESTERLY CORNER OF PARCEL 1 OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NO. 04-109874, RECORDED UNDER AUDITOR'S FILE NO. 200405180215;  
THENCE AT A RIGHT ANGLE TO THE RIGHT OF WAY, SOUTH 65°57'14" EAST, 100 FEET TO THE EASTERLY MARGIN OF SAID RIGHT-OF-WAY AND SAID MOST WESTERLY CORNER OF SAID PARCEL 1;  
THENCE SOUTH 31°23'34" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL, 291.15 FEET;  
THENCE SOUTH 1°11'56" WEST, ALONG THE WEST LINE OF SAID PARCEL, 455.24 FEET, TO THE EXISTING TOWN BOUNDARY;  
THENCE ALONG THE EXISTING TOWN BOUNDARY THE FOLLOWING COURSES:  
SOUTH 88°33'35" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, 422.92 FEET;  
THENCE NORTH 1°11'56" EAST, ALONG THE EAST LINE AND NORTHERLY EXTENSION OF SAID PARCEL, 473.27 FEET;  
THENCE SOUTHEAST, 520.27 FEET TO THE INTERSECTION WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 35 AT A POINT THAT IS 1010.0 FEET NORTH OF THE SOUTH QUARTER CORNER;  
THENCE NORTH ALONG SAID LINE TO THE CENTER OF SAID SECTION 35 AND THE **POINT OF BEGINNING**;

*PACE Engineers, Inc.*

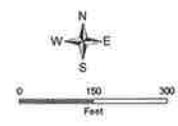
Prepared by: David Fulton PLS

P:\P15\15220 Woodway 2015 General Services\SURVEY\DOCS\POINT WELLS ANNEXATION DESCRIPTION.doc

September 15, 2015



# Point Wells Annexation



02/2016

DECLARATION OF SERVICE

On the date below I e-filed this document in the Supreme Court of the State of Washington,  
and e-served copies to the following:

**Attorneys Respondent Ronald Wastewater District**

Duncan M. Greene  
H. Ray Liaw  
Van Ness Feldman, LLP  
719 2<sup>nd</sup> AVE, Suite 1150  
Seattle, WA 98104  
Email: [dmg@vnf.com](mailto:dmg@vnf.com)  
[hrl@vnf.com](mailto:hrl@vnf.com)

**Attorneys for Appellant Olympic View Water & Sewer District**

Thomas M. Fitzpatrick  
Talmadge/Fitzpatrick/Tribe  
2775 Harbor AVE SW, Suite C, 3<sup>rd</sup> Floor  
Seattle, WA 98126  
Email: [tom@tal-fitzlaw.com](mailto:tom@tal-fitzlaw.com)  
[matt@tal-fitzlaw.com](mailto:matt@tal-fitzlaw.com)

**Attorneys for Defendant Snohomish County**

Brian Dorsey  
Jessica Kraft-Klehm  
Snohomish County Prosecuting Attorney – Civil Division  
3000 Rockefeller AVE, MS 504  
Everett, WA 98201-4060  
Email: [brian.dorsey@co.snohomish.wa.us](mailto:brian.dorsey@co.snohomish.wa.us)  
[jessica.kraft-klehm@co.snohomish.wa.us](mailto:jessica.kraft-klehm@co.snohomish.wa.us)

**Attorneys for Defendant City of Shoreline**

Julie Ainsworth-Taylor  
Margaret J. King  
17500 Midvale AVE N  
Shoreline, WA 98133-4905  
Email: [jainsworth-taylor@shorelinewa.gov](mailto:jainsworth-taylor@shorelinewa.gov)  
[mking@shorelinewa.gov](mailto:mking@shorelinewa.gov)

**Co-Counsel for Defendant City of Shoreline**

Terrence Danysh  
Dorsey & Whitney, LLP  
701 5<sup>th</sup> AVE, Suite 6100  
Seattle, WA 98104  
Email: [danysh.terry@dorsey.com](mailto:danysh.terry@dorsey.com)  
[davison.zach@dorsey.com](mailto:davison.zach@dorsey.com)  
[meditz.kerri@dorsey.com](mailto:meditz.kerri@dorsey.com)

**Attorneys for Defendant King County**

Mark Stockdale  
Verna Bromley  
Jennifer Stacy  
Darren Carnell  
Senior Deputy Prosecuting Attorneys  
900 King County Administration BLDG  
500 4<sup>th</sup> AVE  
Seattle WA 98104  
Email: [mark.stockdale@kingcounty.gov](mailto:mark.stockdale@kingcounty.gov)  
[verna.bromley@kingcounty.gov](mailto:verna.bromley@kingcounty.gov)  
[jennifer.stacy@kingcounty.gov](mailto:jennifer.stacy@kingcounty.gov)  
[darren.carnell@kingcounty.gov](mailto:darren.carnell@kingcounty.gov)

**Attorneys for Defendant City of Edmonds**

Sharon Cates  
Jeffrey B. Taraday  
Beth Ford  
Lighthouse Law Group, PLLC  
110 Dexter AVE N #100  
Seattle, WA 98109  
Email: [Sharon@lighthouselawgroup.com](mailto:Sharon@lighthouselawgroup.com)  
[Jeff@lighthouselawgroup.com](mailto:Jeff@lighthouselawgroup.com)  
[Beth@lighthouselawgroup.com](mailto:Beth@lighthouselawgroup.com)

Desiree Phair  
Attorney at Davis Rothwell Earle  
520 Pike St Ste 2500  
Seattle, WA 98101-4083  
Email: [dphair@davisrothwell.com](mailto:dphair@davisrothwell.com)

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

EXECUTED at Seattle, Washington this 11<sup>th</sup> day of March, 2020.

  
\_\_\_\_\_  
Erin Kelly  
*Legal Assistant*

March 11, 2020 - 9:03 AM

## Transmittal Information

**Filed with Court:** Supreme Court  
**Appellate Court Case Number:** 97599-0  
**Appellate Court Case Title:** Ronald Wastewater District, et al. v. Olympic View Water and Sewer District, et al.

### The following documents have been uploaded:

- 975990\_Briefs\_Plus\_20200311085904SC499648\_5240.pdf  
This File Contains:  
Briefs - Respondents Supplemental  
Certificate of Service  
*The Original File Name was 2102810.PDF*

### A copy of the uploaded files will be sent to:

- ann.summers@kingcounty.gov
- bdorsey@snoco.org
- beth@lighthouselawgroup.com
- brian.dorsey@co.snohomish.wa.us
- ctomlinson@vnf.com
- danysh.terry@dorsey.com
- darren.carnell@kingcounty.gov
- dmg@vnf.com
- ekelly@omwlaw.com
- hrl@vnf.com
- iwillis@vnf.com
- jainsworth-taylor@shorelinewa.gov
- jeff@lighthouselawgroup.com
- jennifer.stacy@kingcounty.gov
- jessica.kraft-klehm@co.snohomish.wa.us
- jessica.kraft-klehm@snoco.org
- mark.stockdale@kingcounty.gov
- mary.livermore@kingcounty.gov
- matt@tal-fitzlaw.com
- mking@shorelinewa.gov
- monica.erickson@kingcounty.gov
- paoappellateunitmail@kingcounty.gov
- phil@tal-fitzlaw.com
- robin.hohl@kingcounty.gov
- samberson@vnf.com
- secates99@gmail.com
- sharon@lighthouselawgroup.com
- tom@tal-fitzlaw.com
- verna.bromley@kingcounty.gov

### Comments:

Town of Woodway Supplemental Brief (Amended Per 3/10/2020 Order on Motion)

---

Sender Name: Greg Rubstello - Email: grubstello@omwlaw.com

Address:

901 5TH AVE STE 3500

SEATTLE, WA, 98164-2059

Phone: 206-447-7000

**Note: The Filing Id is 20200311085904SC499648**