

No. 70527-0

**DIVISION I, COURT OF APPEALS
OF THE STATE OF WASHINGTON**

RAY E. GABELEIN and LAURIE J. GABELEIN, husband and wife,

Plaintiffs-Respondents

v.

DIKING DISTRICT NO. 1 of ISLAND COUNTY of the State of
Washington,

Defendant-Appellant

ON APPEAL FROM
ISLAND COUNTY SUPERIOR COURT
(Hon. Vickie I. Churchill)

APPELLANT DIKING DISTRICT NO. 1'S REPLY BRIEF

Rudy A. Englund, WSBA No. 04123
Scott Edwards, WSBA No. 26455
Kristin Beneski, WSBA No. 45478
*Attorneys for Defendant-Appellant
Diking District No. 1 of Island County of
the State of Washington*

LANE POWELL PC
1420 Fifth Avenue, Suite 4200
Seattle, Washington 98101-2338
Telephone: 206.223.7000
Facsimile: 206.223.7107

FILED
COURT OF APPEALS DIV I
STATE OF WASHINGTON
2011 OCT 14 PM 4:49

TABLE OF CONTENTS

I. Introduction/Summary1

II. Argument1

 A. Standard of Review..... 1

 B. Ch. 85.18 RCW does not prohibit determining
 “continuous base benefits” based on acreage of
 benefited property. 2

 C. The Roll does not violate RCW 85.18.030 – the
 drainage base benefit assigned to the Gabeleins’
 parcel (\$201.37) does not exceed 100% of the
 parcel’s tax assessed value of \$35,627. 7

 D. RCW 85.18.130 did not authorize the Trial Court to
 enjoin the County from collecting more than
 \$201.37 annually from the parcel at issue. 10

 E. The Superior Court’s award of attorney’s fees was
 erroneously based on non-binding dicta within a
 judgment that was not controlling as to the
 District’s actions. 11

 F. Respondents’ request for an award of attorney’s
 fees on appeal should be denied..... 16

III. Conclusion16

TABLE OF AUTHORITIES

| CASES | Page(s) |
|---|----------------|
| <i>Abbenbaus v. City of Yakima</i> , 89 Wn.2d 855, 576 P.2d 888 (1978)..... | 6 |
| <i>Greenbank Beach and Boat Club, Inc., et al. v. Bunney</i> , 168 Wn. App. 517, 280 P.3d 1133 (2012)..... | 11 |
| <i>Hildahl v. Bringolf</i> , 101 Wash.App. 634, 5 P.3d 38 (2000)..... | 13 |
| <i>Kaul v. City of Chehalis</i> , 45 Wn.2d 616, 277 P.2d 352 (1954)..... | 14, 15 |
| <i>Protect the Peninsula's Future v. City of Port Angeles</i> , 175 Wn. App. 201, 304 P.3d 914 (2013)..... | 13, 14, 15 |
| <i>Ruse v. Dep't of Labor & Indus.</i> , 138 Wash.2d 1, 977 P.2d 570 (1999)..... | 13 |
| <i>State v. J.P.</i> , 149 Wn.2d 444, 69 P.3d 318 (2003)..... | 9 |
| <i>State v. Lewis</i> , 141 Wn. App. 267, 166 P.3d 786 (2007)..... | 2 |
| <i>Teter v. Clark County</i> , 104 Wn.2d 227, 704 P.2d 1171 (1985)..... | 6, 7 |
| <i>White v. Kent Med. Ctr., Inc., P.S.</i> , 61 Wn. App. 163, 810 P.2d 4 (1991)..... | 16 |
| STATUTES | |
| RCW 7.21.010 | 11 |
| RCW 84.40.030 | 8 |
| RCW 85.18.030 | passim |

| | |
|---------------------|---------|
| RCW 85.18.080 | 9 |
| RCW 85.18.130 | 10 |
| RCW 85.18.160 | 4, 9 |
| Ch. 35.44 RCW..... | 2, 3, 4 |
| Ch. 85.18 RCW..... | passim |

I. INTRODUCTION/SUMMARY

Contrary to the arguments raised in the Brief of Respondents Ray and Laurie Gabelein, the District correctly interpreted and applied Ch. 85.18 RCW when it adopted its 2012 Base Benefit Roll. Specifically, that statutory scheme does not prohibit determining “continuous base benefits” which are expressed as a monetary value of \$201.37, as to Respondents’ parcel at issue, based on the acreage of that benefitted property. As required by RCW 85.18.030, the \$201.37 benefit assigned to the Gabeleins’ parcel does not exceed 100% of the parcel’s tax assessed value of \$35,627.00. Finally, the Superior Court’s award of attorneys’ fees was erroneously based on non-binding dicta within a judgment that was not controlling as to the District’s actions.

II. ARGUMENT

A. Standard of Review.

The parties agree that the controlling issue in this appeal is “whether the district correctly construed and applied Ch. 85.18 RCW in adopting its benefit assessment roll.” Resp. Br. at 2; *accord* Opening Br. at 5. As the District noted in its opening brief (and as Respondents do not dispute), the proper construction of a statute is a question of law subject to *de novo* review. Opening Br. at 20 (citing *HomeStreet, Inc. v. Dep’t of Revenue*, 166 Wn.2d 444, 451, 210 P.3d 297 (2009); *Dep’t of Ecology v.*

Campbell & Gwinn, LLC, 146 Wn.2d 1, 9, 43 P.3d 4 (2002)). It is the role of the Court to interpret a statute so as to give effect to the intent of the Legislature. *State v. Lewis*, 141 Wn. App. 267, 382, 166 P.3d 786 (2007).

B. Ch. 85.18 RCW does not prohibit determining “continuous base benefits” based on acreage of benefited property.

The particular statutory language at issue is the term “continuous base benefit” used in RCW 85.18.030. As Respondents concede, there are no reported cases construing any part of Ch. 85.18 RCW since its adoption over a half century ago in 1951. Resp. Br. at 3. Respondents also concede that “the term, ‘continuous base benefit’ is not defined”, Resp. Br. at 5, and that the District “correctly asserts that the term ‘continuous base benefit’ is unique to that statute.” Resp. Br. at 30.

Unable to create an argument addressing the actual statutory language at issue, Respondents’ brief is limited to the strained contention that the statutory phrase “continuous base benefit” *must* be construed to mean the difference in value “before and immediately after” construction of an improvement simply because the trial court, in dicta, so suggested by analogy to cases construing the *different* statutory phrase “special benefits” under Ch. 35.44 RCW. Resp. Br. at 12; *see also* Resp. Br. at 31 (“In the prior court cases, challengers successfully asserted that continuous base benefits were a kind of special benefit” (citing CP 382 and *Doolittle*

v. *City of Everett* 114 Wn.2d 888, 93, 786 P.2d 352 (1980)). This argument is directly contrary to the well-established principle that the use of different words in different statutes indicates that the words have different meanings, as discussed in the District’s Opening Brief at 29 and which is undisputed by Respondents.

Ironically and dispositively, Respondents’ Brief emphasizes the critical differences between Ch. 35.44 RCW (at issue in the “special benefits” cases on which the trial court’s earlier dicta was based) and Ch. 85.18 RCW: while special benefits assessments under Ch. 35.44 RCW are imposed by *cities* to fund the ***one-time non-recurring construction costs*** of a specific improvement whose construction will increase the property value to the landowners being required to fund those construction costs, “Ch. 85.18 RCW provides ***diking districts*** that have already created improvements ... with a way to ***continuously function effectively***: hence, presumably the term ‘continuous base benefits.’” Resp. Br. at 32 (emphasis added). Driving the point home, Respondents further elaborate by emphasizing that, in contrast to special benefits assessments under Ch. 35.44 RCW, “Chapter 85.18 RCW is not intended as a financing mechanism for a ‘one time only’ basis, as would be consistent with a value conferred before and after the construction of any given improvement to which such costs are attributable. Rather, Chapter 85.18 RCW is

specifically intended to allow districts to raise the costs they require to operate effectively every year, on a continuous basis. RCW 85.18.160.” Resp. Br. at 32. Exactly. “Continuous base benefits” and “special benefits” are different terms from different statutes with different purposes. Given that the trial court construed the phrase “continuous base benefit,” which is unique to Ch. 85.18 RCW, to have the same meaning courts have long attributed to the phrase “special benefits,” a different statutory term used for a different purpose, the trial court failed to properly construe and apply Ch. 85.18 RCW.

In light of (a) Respondents’ concession that the purpose of Ch. 85.18 RCW is to give districts that had previously constructed improvements “a method to function continuously,” Resp. Br. at 4 (citing RCW 85.18.005-010), and (b) the trial court’s error in construing “continuous base benefits” in Ch. 85.18 RCW to have the same meaning as “special benefits” in Ch. 35.44 RCW, it is clear that “continuous base benefits” are not required to be the difference in value before and immediately after construction of an improvement as the trial court ruled.

With respect to the District’s use of acreage to determine drainage continuous base benefits on the 2012 Roll, Respondents concede: (1) that other statutory methods available to diking districts authorize the allocation of operating costs among benefitted properties based on acreage

benefitted (Resp. Br. at 4 (Ch. 85.05 authorizes a determination of benefits “stated on a ‘per acre’ basis”); Resp. Br. at 6 (Ch. 85.38 authorizes assessments that “are a function of the dollar value of benefit or use per acre”)); (2) that the District’s 1931 drainage benefit roll was “based on benefits received per acre” (Resp. Br. at 7); and (3) that the District’s 1960 roll was adopted “under Chapter 85.18 RCW.” Resp. Br. at 8. Notwithstanding the admittedly lengthy history of the District funding its drainage operations according to benefitted acreage, the Respondent’s brief disingenuously suggests (in a footnote) that the 1960 roll adopted under Ch. 85.18 RCW did not assess continuous base benefits in proportion to acreage. Resp. Br. at 8 n.3. The “support” for Respondents’ “argument” consists of using ellipses to omit the record’s description of the 1960 roll’s treatment of drainage benefits. *Id.* As the District noted in its Opening Brief at 6, the record reflects that, in the 1960 benefit roll, drainage continuous base benefits “continued to be levied *in proportion to the acreage*” of drainage benefitted parcels “rather than the true and fair value” of those parcels. CP 622 (emphasis added). In short, the District correctly construed and applied the law, and its determination of drainage continuous base benefits in proportion to acreage is consistent with a long history of prior rolls, including a roll adopted in accordance with Ch.

85.18 RCWrelatively contemporaneously with the statute's enactment.
Opening Brief at 6.

Since the District correctly construed and applied the law, RCW 85.18.030 requires that so long as the District "acted within its discretion" the roll "shall be affirmed." The parties agree that "in determining whether [the District] acted within its discretion, the court *does not independently consider the merits of the issues but rather considers and evaluates the decision-making process.* See *Abbenhaus v. City of Yakima*, 89 Wn.2d 855, 858-59, 576 P.2d 888 (1978)." CP 693 (Gabeleins' Motion for Summary Judgment)(emphasis added). In *Abbenhaus*, the court held that a city council's adoption of a special benefit assessment roll must be upheld so long as the council's action in adopting the roll was not "willful and unreasoning action, taken without regard to or consideration of the facts and circumstances surrounding the action" even if "a reviewing court may believe it to be erroneous." 89 Wn.2d at 858-59. The Court applied the same standard when affirming a board of county commissioners' determination of properties that either benefited from or contributed to the burden being ameliorated by a drainage district in *Teter v. Clark County*, 104 Wn.2d 227, 235, 704 P.2d 1171 (1985) (objectors "have a heavy burden of proof that the respondents' actions were willful and unreasoning, without regard for facts and

circumstances.”). In *Teter*, the Court held that the commissioners had acted within their discretion when the record reflected that the resolution was adopted in an open public meeting and the commissioners had considered maps and engineering reports, among other materials, in reaching their determination. 104 Wn.2d at 235-36. As in *Teter*, the record here reflects that the District adopted the 2012 Roll in an open public meeting (in this case, a public hearing undisputedly conducted in accordance with all notice and other procedural requirements in Ch. 85.18 RCW) and considered maps and engineering reports, among myriad other materials, in the process of determining the “continuous base benefits” to be used as the “dollar rates” for allocating the District’s annual operating costs among benefitted properties. Because the District correctly interpreted and applied Ch. 85.18 RCW and acted within its discretion, the trial court’s order should be reversed and the 2012 Roll affirmed.

C. The Roll does not violate RCW 85.18.030 – the drainage base benefit assigned to the Gabeleins’ parcel (\$201.37) does not exceed 100% of the parcel’s tax assessed value of \$35,627.

RCW 85.18.030 provides in relevant part that the continuous base benefits on the benefit assessment roll determined by the board of commissioners “shall in no instance exceed one hundred percent of the true and fair value of such property in money.” There is no dispute that the phrase “one hundred percent of the true and fair value of such property

in money” refers to the assessed value of the property as shown on the county tax assessor’s tax roll, which is required by statute to list all property at “one hundred percent of its true and fair value in money.” RCW 84.40.030. It is also undisputed that the continuous base benefit of the Gabelein parcel at issue¹ on the 2012 Roll is \$201.37. Resp. Br. at 2 (the “benefit assessment roll assigned, ‘drainage continuous base benefits’ of \$201.37 to” the parcel at issue). It is also undisputed that “According to the Assessor, his property has a fair market value of \$35,627.” Resp. Br. at 1. Respondents do not (and cannot) dispute that \$201.37 does not “exceed” \$35,627.

The heart of Respondents’ objection is not an alleged violation of any identifiable statutory provision, but the unsupported contention that “there is no authority for the proposition that a diking district may properly use Ch. 85.18 RCW to simply allocate its costs to” benefitted properties. Resp. Br. at 29. Yet, as Respondents acknowledge elsewhere in their brief, that is exactly how Ch. 85.18 RCW operates in order to provide a method to fund the continuous functioning of diking districts. Resp. Br. at 4 (“Under Chapter 45 of Laws of 1951, codified at Chapter 85.18 RCW, diking districts ... were given a method to function

¹ As hinted at in their Response Brief (at 38 n.25), the Gabelein family are longtime residents in the District with extensive landholdings, and only one of the family’s many properties is at issue in this lawsuit. In fact, several Gabeleins were among the owners of properties within the District when it was formed in 1914 (CP616).

continuously”). As Respondents expressly concede, that statutory purpose is accomplished by allocating the annual operating costs among benefitted properties in proportion to each parcel’s determined continuous base benefit. Resp. Br. at 5 (“After a roll is adopted, a district provides an annual estimate of its costs of operation to the county, RCW 85.18.160, and annual assessments based on the roll are levied by county taxing authorities, until it is modified or supplemented. RCW 85.18.080.”). As discussed in the District’s Opening Brief at 3, 22-23, and 32-34, and undisputed in the Respondents’ Brief, RCW 85.18.030 and RCW 85.18.080 provide for the continuous base benefit to serve as a “dollar rate” by which to proportionally allocate annual operating costs among benefitted properties.

Under the plain language of the statute, the only limitation is the “dollar rate” of the “continuous base benefit,” which limitation is satisfied on the 2012 Roll. The Legislature did not impose limits on the annual estimate of costs or the resulting proportion of those costs levied against individual parcels in proportion to the dollar rate of the continuous base benefit. If Legislature had intended to impose limits on the annual estimate of costs or the amount levied against a particular parcel, it could have done so in the statute, but no such limitation may be added to the statute when the legislature did not impose one. *See State v. J.P.*, 149

Wn.2d 444, 449, 69 P.3d 318 (2003) (a court “cannot add words or clauses to an unambiguous statute when the legislature has chosen not to include that language” (quoting *State v. Delgado*, 148 Wn.2d 723, 727, 63 P.3d 792 (2003))).

D. RCW 85.18.130 did not authorize the Trial Court to enjoin the County from collecting more than \$201.37 annually from the parcel at issue.

As discussed in the District’s Opening Brief at 35, and as is undisputed in the Respondent’s Brief, RCW 85.18.130 limits the relief a court can award when a diking district fails to correctly interpret Ch. 85.18 RCW or acts arbitrarily and capriciously in adopting a benefit roll to “change, confirm, correct, or modify values of the property in question as shown upon the roll.” It is also undisputed that the trial court’s order did not change or modify any of the values shown upon the roll. Instead, contrary to the plain language of the statute, the trial court ordered the County Treasurer to limit the amount collected from Respondents’ property each year to the \$201.37 continuous base benefit dollar rate reflected on the roll. The Response Brief acknowledges, at p. 43, that RCW 85.18.030 prescribes the judicial remedies available, but makes no argument that RCW 85.18.030 (or any other provision in Ch. 85.18 RCW) authorizes the injunction against the County.

E. The Superior Court’s award of attorney’s fees was erroneously based on non-binding dicta within a judgment that was not controlling as to the District’s actions.

The trial court’s grant of attorney’s fees based on its finding that the District’s board had engaged in “prelitigation misconduct” was reversible error. As explained above and in the District’s Opening Brief, the trial court’s grant of summary judgment was error, and thus its award of attorney’s fees was error for that reason alone.

In addition, even if the summary judgment is upheld, the Superior Court’s award of attorney’s fees is still reversible error. The parties do not dispute that a finding of prelitigation misconduct justifying an award of attorney’s fees is only warranted “where misconduct of a party **amounting to contempt of court** has caused the opposing party to incur counsel fees.” *Greenbank Beach and Boat Club, Inc., et al. v. Bunney*, 168 Wn. App. 517, 526, 280 P.3d 1133 (2012) (emphasis added) (citation and internal quotations omitted); Respondents’ Brief at 44-45 (citing *Bunney* for standard for award of attorney’s fees). “Contempt of court” is “intentional ... [d]isobedience of any lawful judgment, decree, order, or process of the court[.]”RCW 7.21.010.

Thus, the central question is whether the language in the 2011 final judgments regarding the “before and after” value of the benefited properties was a “judgment, decree, order or process of the court” that the

New Board “intentional[ly] ... disobe[yed]” when it adopted the 2012 Roll.² The answer is a resounding “no.”

First, there is no suggestion that the board intentionally disobeyed the 2011 final judgments. On the contrary, as explained in detail in The District’s Opening Brief at 8-14, the board meticulously followed the proper statutory procedures in adopting the 2012 Roll – taking particular care to do so in light of the fact that the prior board’s roll had recently been struck down due to its failure to follow the appropriate statutory procedures.

Second, although the final judgments certainly made binding legal holdings that require compliance, the language regarding “before and after” property values is not part of those holdings. The complete text in the Judgment pertaining to the award of attorneys’ fees issue states:

The Petitioners CSUBC/Winquist declaratory judgment claim that DD-1’s benefit assessment at 100% of true and fair value constitutes an unconstitutional tax rather than a benefit assessment is rendered moot by part 3 of this judgment and will not be ripe for adjudication until such subsequent time as DD-1 provides notice, holds hearings, and enters Findings of Fact supported by competent evidence establishing the actual benefit provided to properties benefited by DD-1 improvements, which must be measured by the difference in value for each parcel of

² Respondents’ framing of the “precise question” at issue is self-serving and circular: it presumes that the New Board “ignor[ed] or def[ie]d the trial court’s decisions in the 2009 and 2010 cases”. Resp. Br. at 47. The real question is whether there was any binding “decision” to obey in the first place.

property before and after receiving the benefit, if any.
Accordingly, the case is DISMISSED.

CP at 386 (emphasis added).

Clearly, the statement in the final judgments regarding “before and after” property values is merely an aside to the court’s holding that the petitioners’ declaratory judgment claim that certain levies “constitute[d] an unconstitutional tax” was moot. CP at 386. Moreover, the final judgments state that this “unconstitutional tax” claim “**will not be ripe for adjudication until** such subsequent time as DD-1 provides notice, holds hearings, and enters Findings of Fact supported by competent evidence establishing the actual benefit to properties provided by DD-1 improvements, which must be measured by the difference in value for each parcel of property before and after receiving the benefit, if any.” *Id.* (emphasis added).

The underlined portion of the sentence quoted above is not necessary to the holding that the “unconstitutional tax” claim is “moot.” Therefore, it is dicta and as such was not controlling as to the District’s actions. A statement is dicta when it is not necessary to the court’s decision in a case. *Ruse v. Dep’t of Labor & Indus.*, 138 Wash.2d 1, 8-9, 977 P.2d 570 (1999). Dicta is not binding authority. See *Hildahl v. Bringolf*, 101 Wash.App. 634, 650–51, 5 P.3d 38 (2000). *Protect the*

Peninsula's Future v. City of Port Angeles, 175 Wn. App. 201, 215, 304 P.3d 914 (2013). On its face, the underlined portion of the sentence does not order, direct, or compel the board to do anything, and thus cannot be considered to be a “judgment, decree, order or process of the court” that the New Board could have “intentional[ly] ... disobe[yed.]” The Superior Court’s decision to hold the board essentially in “contempt” for “disobe[ying]” this language was contrary to law and an abuse of its discretion, and must be reversed.

Respondents assert that the final judgments’ statement regarding “before and after” valuation cannot be “dicta” because “the concept has no application to a party who participates in the case in which the court’s decision is issued and to whom the court’s language is directed.” Resp. Br. at 47. Remarkably, Respondents cite no authority for this proposition, and fail to explain why the clear rule – that a statement is dicta if it is unnecessary to decide the case should not apply here.

Indeed, the only case Respondents cite in this portion of their brief – and only for the definition of “dicta,” not for their argument – actually supports the District’s position. See Resp. Brief at 47. In *Protect the Peninsula's Future v. City of Port Angeles*, 175 Wn. App. 201, 215, 304 P.3d 914 (2013), the court held that a statement in *Kaul v. City of Chehalis*, 45 Wn.2d 616, 277 P.2d 352 (1954) was not dicta. In *Kaul*, the

Washington Supreme Court rejected a city resident's assignment of error to the trial court's conclusion that, by fluoridating its water supply, the city was "not engaged in selling drugs ...". *Id.* at 625. The *Peninsula* court held that: "Because a holding that fluoridated waters are drugs **would have resulted in a different outcome**, *Kaul's* statement is not dicta." 175 Wn. App. at 215 (emphasis added). Here, the statement in the 2011 final judgments *is* dicta because, if the statement that the "actual benefit to properties" on the roll "must be measured by the difference in value for each parcel of property before and after receiving the benefit, if any" had not been included, this would *not* have resulted in a different outcome: the court's holding that the "unconstitutional tax" claim was "moot" would have been exactly the same.

Respondents similarly fail to explain why the general rule that attorney's fees cannot be awarded based on alleged bad faith in the act underlying the substantive claim – in this case, the adoption of the 2012 Roll (which, incidentally, was done in good faith and in accordance with the proper statutory procedures) – should not apply here. As explained above and in the District's Opening Brief, there was no "disregard of judicial authority" here that "amount[s] to contempt of court" that would make the board sanctionable.

In addition, during the summary judgment proceedings below, the District did not have the opportunity to respond to the Gabeleins' request – which they made in their reply brief in support of their motion for summary judgment – for fees at an hourly rate 25% higher than what they had previously sought. It is axiomatic that the moving party may not raise new issues on reply to which the opposing party has no opportunity to respond. *See, e.g., White v. Kent Med. Ctr., Inc., P.S.*, 61 Wn. App. 163, 168, 810 P.2d 4 (1991). And Respondents again cite no authority for their suggestion that an issue is waived for purposes of appeal if it is not raised in a motion for reconsideration. Resp. Br. at 49.

F. Respondents' request for an award of attorney's fees on appeal should be denied.

Respondents' request for attorney's fees on appeal should be denied because the Superior Court's award of attorney's fees below was in error. Under the facts and circumstance as argued herein, as well as in the District's Opening Brief, the applicable law does not grant Respondents the right to recover reasonable attorney fees or expenses on appeal.

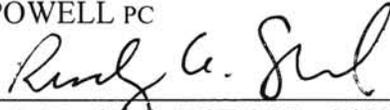
III. CONCLUSION

For the reasons set forth above, as well as in the District's Opening Brief, Appellant Diking District No. 1 of Island County respectfully requests that the Court reverse the orders and judgments below, including the award of attorneys' fees against the District in favor of the Gabeleins

and affirm the Drainage Base Benefit dollar rates for parcel number R32918-348-3990 as shown on the 2012 Roll.

RESPECTFULLY SUBMITTED this 4th day of February, 2014.

LANE POWELL PC

By 

Rudy A. Englund, WSBA No. 04123

Scott M. Edwards, WSBA No. 26455

Kristin Beneski, WSBA No. 45478

*Attorneys for Defendant-Appellant Diking
District No. 1 of Island County of the State
of Washington*

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that on February 4, 2014, I caused to be served a copy of the foregoing document on the following person(s) in the manner indicated below at the following address(es):

Carolyn Cliff, Esq.
120 Second St., Suite C
P.O. Box 925
Langley, WA 98260
ccliff@whidbey.com

- by **CM/ECF**
- by **Electronic Mail**
- by **Facsimile Transmission**
- by **First Class Mail**
- by **Hand Delivery**
- by **Overnight Delivery**



Amanda Lund

FILED
COURT OF APPEALS DIV 1
STATE OF WASHINGTON
2014 FEB -4 PM 4:49