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Supreme Court No. \_\_\_\_\_  
(COA No. 81728-1-I)

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

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IN RE DETENTION OF

PHILLIP GOODWIN,

Petitioner.

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ON APPEAL FROM THE SUPERIOR COURT OF THE  
STATE OF WASHINGTON FOR KING COUNTY

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PETITION FOR REVIEW

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**A. IDENTITY OF PETITIONER AND DECISION BELOW**

Phillip Goodwin, petitioner here and appellant below, asks this Court to accept review of the Court of Appeals' July 26, 2021, opinion. RAP 13.4.

**B. ISSUES PRESENTED FOR REVIEW**

1. When a person stipulates to indefinite commitment under sexually violent predator laws and relieves the prosecution of proving the criteria for commitment to a unanimous jury, this stipulation is enforceable only if it is a valid contract. In exchange for Mr. Goodwin waiving all of his trial rights and stipulating to commitment, the prosecution promised not to oppose a future less restrictive alternative, but only if it believed Mr. Goodwin met all statutory requirements. Where the prosecution gave up nothing of value, and agreed to do only what the statute required it to do, in exchange for Mr. Goodwin's agreement to waive jury trial, proof beyond a reasonable doubt, and stipulation to indefinite confinement, is Mr. Goodwin's stipulation void as a contract entered without consideration from a party?

2. Persons the prosecution seeks to civilly confine under Chapter 71.09 RCW receive ineffective assistance of counsel where their attorney's deficient performance prejudices them. Here, Mr. Goodwin agreed to his commitment and waived all of his trial rights because he

thought he was getting the benefit of the State agreeing to a less restrictive alternative as soon as he arranged one. His lawyer did not tell him that the State was agreeing to only what the statute already required, so it gave up nothing of value while Mr. Goodwin waived numerous significant due process rights. Where Mr. Goodwin would not have entered the stipulation if his lawyer had explained he gained nothing from it to which he was not already entitled, did Mr. Goodwin receive ineffective assistance of counsel?

### **C. STATEMENT OF THE CASE**

Phillip Goodwin was convicted of two counts of indecent liberties in 1986. CP 244, 248. From 1989 until 2001, the State involuntarily committed Mr. Goodwin at Western State Hospital for sex offender treatment. CP 39, 42. He was discharged in 2002. CP 42.

In January 2007, Mr. Goodwin was convicted of sexual exploitation of a minor. CP 371. The prosecution filed a petition to commit Mr. Phillip under chapter 71.09 RCW in September 2011. CP 1-2. Due to severe health problems and frequent substitution of counsel, the State detained Mr. Goodwin without trial at the Special Commitment Center for roughly seven years. RP 33.

Mr. Goodwin entered a stipulation to commitment in October 2018. CP 85. He waived his right to jury trial and a unanimous verdict

beyond a reasonable doubt. CP 87. Mr. Goodwin also stipulated that his 1986 convictions were for crimes of sexual violence, that he met the mental health requirements for commitment, and that his 2007 conviction qualified as a recent overt act. CP 88.

In exchange for Mr. Goodwin's stipulation, the prosecution promised that, after 12 months had passed, it would "not oppose" conditional release for outpatient treatment in a less restrictive alternative placement (LRA). CP 88-89. The prosecution premised this promise on Mr. Goodwin's fulfilling certain conditions. CP 89-90. The State promised it would "not oppose" conditional release only if it "believe[d]" Mr. Goodwin was "appropriate for release to [an LRA]." CP 88-89. The trial court ordered Mr. Goodwin committed under RCW 71.09 based on this stipulation. CP 93-94.

After an annual review, the trial court concluded there was no cause to believe Mr. Goodwin should be conditionally released to an LRA. CP 190-91. Mr. Goodwin moved under CR 60(b) to withdraw his stipulation and set a commitment trial. CP 194, 591-92. He argued the stipulation rested on an empty promise because it did not obligate the prosecution to do anything it did not already have a duty to do. CP 197, 199-200. In addition, Mr. Goodwin contended the stipulation was not

knowing and voluntary and counsel rendered ineffective assistance in advising him to enter it. CP 202-06.

The trial court denied the motion. CP 597. The court ruled the prosecution's promise was enforceable because of its implied duty to act in good faith. CP 598. The court also noted the prosecution waived its right to a trial on the initial commitment finding and subsequent requests for conditional release, and held these waivers were consideration for the stipulation. CP 598. Finally, it held Mr. Goodwin did not show the stipulation was involuntary or counsel was ineffective. CP 598.

#### **D. ARGUMENT**

**1. The Court of Appeals' mistaken interpretation of Chapter 71.09 RCW and misunderstanding of sufficient consideration infringes on a confined person's due process rights and discourages stipulations, contrary to public interest.**

A person confined pursuant to an order of civil commitment suffers a “massive curtailment of liberty.” *Vitek v. Jones*, 445 U.S. 480, 491, 100 S. Ct. 1254, 63 L. Ed. 2d 552 (1980) (quoting *Humphrey v. Cady*, 405 U.S. 504, 509, 92 S. Ct. 1048, 31 L. Ed. 2d 394 (1972)); *In re Det. of Marcum*, 189 Wn.2d 1, 8, 403 P.3d 16 (2017). Such individuals have a liberty interest in not being confined. *In re Det. of Thorell*, 149 Wn.2d 724, 731, 72 P.3d 708 (2003) (citing *Foucha v. Louisiana*, 504 U.S. 71, 80, 112 S. Ct. 1780, 118 L. Ed. 2d 437 (1992)). In order to indefinitely confine a person pursuant to Chapter 71.09 RCW, the State



must prove the person qualifies for confinement under the statutory scheme, and the confinement must be only as restrictive as is required to adequately protect the community and to satisfy the person's best interests. RCW 71.09.060.

Here, Mr. Goodwin stipulated to confinement and waived his rights to a jury trial and to proof beyond a reasonable doubt in exchange for the prosecution's promise not to oppose Mr. Goodwin's placement in an LRA in the future if he met all the statutory qualifications for an LRA. CP 88-90. A person who is the subject of a RCW 71.09 petition may waive their procedural rights and stipulate to commitment in exchange for a promise from the prosecution. *In re Det. of Brock*, 183 Wn. App. 319, 325, 333 P.3d 494 (2014). But such stipulations are contracts and require sufficient consideration to be enforceable. *King v. Riveland*, 125 Wn.2d 500, 505, 886 P.2d 160 (1994).

Consideration is a "promise given in exchange" for the counterparty's promise. *Id.* Where a plea agreement or commitment stipulation is concerned, consideration is a matter not only of contract law but also of due process, which contemplates that a defendant or confined person will receive something *of value* for waiving the right to a jury trial and to proof beyond a reasonable doubt. *State v. MacDonald*, 183 Wn.2d 1, 8-9, 346 P.3d 748 (2015). Therefore, if a person enters an agreement

with the prosecution to stipulate to commitment under chapter 71.09 RCW, the agreement is unenforceable without consideration. *See MacDonald*, 183 Wn.2d at 8-9 (a plea agreement is a contract); *King*, 125 Wn.2d at 505 (a contract requires consideration); *In re Det. of Scott*, 150 Wn. App. 414, 426, 208 P.3d 1211 (2009) (a chapter 71.09 stipulation is analogous to a plea agreement). In such circumstances, a confined person may move to withdraw the stipulation under CR 60(b)(11). *State v. Ward*, 125 Wn. App. 374, 379-80, 104 P.3d 751 (2005).

The Court of Appeals properly recognized stipulations in RCW 71.09 proceedings are contracts that require sufficient consideration to be enforceable. Slip op. at 2-3. However, it wrongly held the State's waiver of its "right to demand a jury trial" constituted sufficient consideration in exchange for Mr. Goodwin's stipulation to commitment. Slip op. at 3 (citing RCW 71.09.050(3)). This Court should accept review because the Court of Appeals misinterpreted the statute and wrongly upheld the stipulation.

The relevant statute does not create an absolute right for the State to demand a trial. Instead, it creates a right for the State to demand a jury trial when there *is* a trial.

The person, the prosecuting agency, or the judge shall have the right to demand that the trial be before a twelve-person

jury. If no demand is made, the trial shall be before the court.

RCW 71.09.050(3).

Contrary to the opinion's unsupported conclusion, this creates the right of either party – the person or the prosecution – to demand a jury trial *when a person proceeds to trial*. Nothing in RCW 71.09.050 creates the right for the prosecution to force a person to trial if he or she agrees to confinement and forgoes the right to a trial.

Moreover, even if the State did have a right to force a person subject to a RCW 71.09 petition to trial, the waiver of this right would not constitute sufficient consideration where the person agrees to everything the State could have achieved at trial. Such an agreement would waive a jury trial and, thereby, a jury verdict, where the person already stipulates to everything the State has to prove.

Consideration must be something of value to be sufficient. *See Labriola v. Pollard Group, Inc.*, 152 Wn.2d 828, 834, 100 P.3d 791 (2004); *see also MacDonald*, 183 Wn.2d at 8-9. Here, the State offered nothing of value. The State's agreement to "waive" a jury trial where Mr. Goodwin stipulated to everything the State must prove and agreed to every finding the jury would have to make at a jury trial offered him nothing.

Stipulations may be beneficial to the parties to litigation, to the court, and to the public. *See, e.g., In re Det. of Moore*, 167 Wn.2d 113, 122-23, 216 P.3d 1015 (2009). They may serve to expedite litigation where the parties agree on certain facts or conclusions. For these reasons, stipulations may benefit general public policy. By affirming a stipulation lacking consideration, the Court of Appeals’ opinion discourages stipulations that may be beneficial.

RCW 71.09.096(1) provides, “If the court or jury determines that conditional release to a less restrictive alternative is in the best interest of the person and includes conditions that would adequately protect the community, and the court determines that the minimum conditions set forth in RCW 71.09.092 and in this section are met, the court shall enter judgment and direct a conditional release.” Here, in exchange for Mr. Goodwin’s stipulation to initial commitment, the prosecution promised it would “not oppose” a finding that “the minimum conditions for conditional release to [an LRA] have been met” if in the future, Mr. Goodwin proposed an LRA that complies with RCW 71.09.092. CP 88-90.

A party’s promise to do something it would be legally obligated to do anyway is not consideration. *Anderson v. Soap Lake Sch. Dist.*, 191 Wn.2d 343, 376–77, 423 P.3d 197 (2018); *Moodie v. Kiawah Island Inn*

*Co.*, 124 F. Supp. 3d 711, 726-27 (D.S.C. 2015); Restatement (Second) of Contracts § 73 (1981). A contract based on such a promise is invalid. *Anderson*, 191 Wn.2d at 377.

Because the prosecution promised to do no more than it was already duty-bound to do, its promise is not sufficient consideration. *Anderson*, 191 Wn.2d at 376-77; *Dillon v. United States*, 307 F.2d 445, 449 (9th Cir. 1962). The prosecution agreed not to oppose an LRA if it believed Mr. Goodwin proposed an LRA including all the terms required by RCW 71.09.092 and that the LRA “is in the best interest” of Mr. Goodwin and “includes conditions that would adequately protect the community.” RCW 71.09.096(1). The prosecution’s promise to fulfill its preexisting duty is not sufficient consideration. *Anderson*, 191 Wn.2d at 376–77; *Moodie*, 124 F. Supp. 3d at 726–27; CR 11. The stipulation is not supported by sufficient consideration, and the court should have permitted Mr. Goodwin to withdraw his stipulation. CR 60(b).

The Court of Appeals opinion removes any incentive a person has to enter a stipulation agreeing to commitment because it insists the State has no obligation to offer anything of value in exchange for a confined person’s agreement to give up many substantive protections. Substantial public interest supports review because the opinion discourages stipulations. In addition, the Court of Appeals’ opinion affirms a

stipulation to indefinite confinement in which Mr. Goodwin received nothing more than the prosecution's agreement to abide by the statute in exchange for his agreement to give up his freedom. It also conflicts with fundamental principles of contract law. This Court should accept review. RAP 13.4(b)(1), (3), (4).

**2. Mr. Goodwin received ineffective assistance of counsel when his attorney permitted him to stipulate to confinement without advising him the prosecution's promise was illusory because it bound the prosecution to do only what the statute already required.**

The Court of Appeals rejected Mr. Goodwin's argument that he received ineffective assistance of counsel, relying on its mistaken conclusion that his stipulation to confinement was supported by sufficient consideration. Slip op. at 3. For the reasons discuss above, the Court of Appeals is wrong, and Mr. Goodwin did not receive any consideration from the prosecution in exchange for his stipulation to indefinite confinement. Despite the absence of consideration, Mr. Goodwin's attorney permitted him to stipulate to confinement and did not advise him he received nothing in exchange. Therefore, Mr. Goodwin received ineffective assistance of counsel.

This Court recognizes persons facing involuntary confinement are entitled to the effective assistance of counsel. *Moore*, 167 Wn.2d at 122; *In re Det. of Stout*, 159 Wn.2d 357, 377, 150 P.3d 86 (2007); RCW

71.09.050(1). A person receives ineffective assistance if (1) counsel rendered deficient performance and (2) a “reasonable probability” exists the outcome would have been different “but for the deficient conduct.” *Stout*, 159 Wn.2d at 377. In the context of a stipulation to commitment, the person must show he would not have entered the stipulation and would have instead proceeded to trial. *Cf. State v. Stowe*, 71 Wn. App. 182, 188, 858 P.2d 267 (1993) (defining prejudice in guilty plea context).

Mr. Goodwin’s former trial counsel rendered deficient performance by failing to inform him the prosecution’s promise was not sufficient consideration. *State v. A.N.J.*, 168 Wn.2d 91, 117, 225 P.3d 956 (2010). This failure prejudiced Mr. Goodwin because it is reasonably probable Mr. Goodwin would not have entered the stipulation if he knew the prosecution’s promise was illusory. *Stowe*, 71 Wn. App. at 188.

Mr. Goodwin stipulated to indefinite confinement due to inaccurate advice he received, which led him to believe he was getting a significant benefit that would enable him to leave total confinement. His attorney provided him ineffective assistance when he misadvised him of the terms of the stipulation to commitment, and the trial court abused its discretion in refusing to correct this manifest injustice. *Scott*, 150 Wn. App. at 426. The Court of Appeals’ refusal to examine how this inaccurate advice prejudiced Mr. Goodwin and induced him into giving up

his right to a trial before his indefinite commitment merits review. Slip Op. at 3.

This Court should accept review because the denial of a confined person's right to the effective assistance of counsel is both a substantial issue of constitutional law and an issue of substantial public interest. RAP 13.4(b)(3), (4).

**E. CONCLUSION**

This Court should accept review under RAP 13.4(b).

DATED this 25th day of August, 2021.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'K. Huber', with a long horizontal flourish extending to the right.

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# APPENDIX A

July 26, 2021, Opinion

**IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON**

In the Matter of the Detention of  
PHILLIP GOODWIN,  
  
Appellant.

No. 81728-1-I  
  
DIVISION ONE  
  
UNPUBLISHED OPINION

APPELWICK, J. — Goodwin appeals the trial court’s denial of his CR 60(b)(11) motion to withdraw his stipulation that he meets the statutory criteria of a sexually violent predator. He argues the stipulation was void for lack of consideration. We affirm.

**FACTS**

The State filed a petition to civilly commit Phillip Godwin as a sexually violent predator (SVP) in 2011. Goodwin’s severe health issues resulted in significant delays to the proceeding. The parties reached a stipulated agreement to civil commitment on October 11, 2018. The stipulation indicated that “[t]he parties jointly move[d] the Court for an order accepting the Stipulation and committing Phillip Goodwin under [chapter] 71.09 [RCW].” Paragraph 12 of the stipulation contained a provision relating to consideration,

As consideration for this stipulation, the State agrees that, if, after 12 months from the date of this stipulation, (1) State believes Respondent is appropriate for release to a less restrictive alternative pursuant to RCW 71.09.092 and .096 based on the State’s expert evaluation; (2) Respondent has complied with the conditions enumerated in paragraph 13 below; and (3) Respondent has presented a less restrictive alternative plan that complies with the

criteria[ ] listed in RCW 71.09.092 including chaperone(s), the State will not oppose the Court's entering a finding under RCW 71.09.092 that the minimum conditions for conditional release to a less restrictive alternative have been met.

After conducting a colloquy with Goodwin on the record, the trial court accepted the stipulation and entered an order committing Goodwin.

At his next annual review, a Department of Social and Health Services psychiatrist concluded that Goodwin still met the criteria for civil commitment and recommended against a less restrictive alternative.

Goodwin then brought a CR 60(b)(11) motion to withdraw his stipulation on the grounds that the stipulation agreement was not supported by consideration, was not voluntary, and that he received ineffective assistance of counsel in entering into the agreement. The trial court denied the motion.

Goodwin appeals.

## DISCUSSION

On appeal, Goodwin argues that the stipulation he entered into lacked consideration and that he received ineffective assistance of counsel in entering into the stipulation because his counsel did not advise him of that fact. We review the denial of a CR 60(b) motion for abuse of discretion. Haley v. Highland, 142 Wn.2d 135, 156, 12 P.3d 119 (2000).

SVP proceedings are civil in nature. In re Det. of Reyes, 184 Wn.2d 340, 347, 358 P.3d 394 (2015). Under the civil rules, a stipulation is a contract between the parties. Allstot v. Edwards, 114 Wn. App. 625, 636, 60 P.3d 601 (2002). Contracts require consideration to be enforceable. King v. Riveland, 125 Wn.2d

500, 505, 886 P.2d 160 (1994). Consideration is a bargained-for exchange of promises. Labriola v. Pollard Grp., Inc., 152 Wn.2d 828, 833, 100 P.3d 791 (2004). We generally do not inquire into the adequacy of consideration and instead utilize the legal sufficiency test. Id. at 834. The forbearance to assert a legal right is legally sufficient consideration to support a binding contract. Howell v. Benton, 40 Wn.2d 871, 875, 246 P.2d 823 (1952).

The State begins the SVP process by filing a petition alleging that a person is an SVP. RCW 71.09.030(1). Upon the filing of a petition, the judge determines whether probable cause exists to believe that the named person is an SVP. RCW 71.09.040(1). If the judge so determines, a trial is held within 45 days to determine if the person is an SVP. RCW 71.09.050(1). Both the State and the person have the right to demand the trial be before a jury. RCW 71.09.050(3).

Here, the State and Goodwin each waived their right to demand a jury trial by entering into the stipulation. Their forbearance to assert that legal right is adequate consideration to support a contract. Therefore, the trial court correctly concluded that the stipulation was supported by consideration.<sup>1</sup> Goodwin's claim that he received ineffective assistance of counsel because his counsel failed to inform him of the lack of consideration fails for the same reason. The trial court

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<sup>1</sup> Paragraph 12 of the stipulation contains additional promises from the State "as consideration" for the stipulation. Goodwin argues these promises were illusory and cannot serve as consideration. We need not address the issue since the State's forbearance of its right to demand a trial in the first instance is legally sufficient consideration.

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did not abuse its discretion in declining Goodwin's motion to withdraw the stipulation.

We affirm.

Lippelwick, J.

WE CONCUR:

Smith, J.

Mann, CJ.

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The undersigned certifies under penalty of perjury under the laws of the State of Washington that on the below date, the original document **Petition for Review to the Supreme Court** to which this declaration is affixed/attached, was filed in the **Washington State Supreme Court** under **Court of Appeals Case No. 81728-1-I**, and a true copy was mailed with first-class postage prepaid or otherwise caused to be delivered to the following attorney(s) or party/parties of record at their regular office or residence address as listed on ACORDS:

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