No. 89283-1

SUPREME COURT OF THE STATE OF WASHINGTON

CURTIS JOHNSON,

Petitioner,

v.

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE,

Respondent.

RESPONDENT'S ANSWER TO PETITION FOR REVIEW

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I. INTRODUCTION

The Department of Fish and Wildlife (Department) denied Curtis Johnson's commercial fishing license renewal application for 2007 because Johnson failed to renew his license by the statutorily established deadline. Because he failed to renew his license in 2007, the Department concluded that it was prohibited by statute from issuing him a renewed license for 2008, or any subsequent year.

On appeal of the Department's denial of his license renewal application, the Court of Appeals affirmed the Department, deciding (as relevant to this Petition) that: (1) the Department provided Johnson with all the process he was due, (2) the Department correctly read and applied the relevant statutes, and (3) those statutes were not unconstitutionally vague.

Review of the Court of Appeals' decision should be denied because the Court of Appeals' decision is not in conflict with any decision of this Court and no significant constitutional issues are raised.

II. COUNTERSTATEMENT OF THE ISSUES

The issues raised in Johnson's petition do not merit review under RAP 13.4(b). However, if review were accepted, the issues before this Court would be:

A. Is the Court of Appeals' decision consistent with this Court's rules for statutory interpretation that the plain language controls and judicial interpretation is only necessary when there is an ambiguity?

B. Does this case raise significant issues under the U.S. Constitution? Specifically:

1. Is a significant constitutional issue raised based on the Court of Appeals' conclusion that a Ninth Circuit decision, *Foss v. Nat'l Marine Fisheries Service*, is not binding on state courts?

2. Is the statute at issue in this case unconstitutionally vague?

III. COUNTERSTATEMENT OF THE CASE

Curtis Johnson held annual Dungeness crab-coastal licenses each year from 1991 through 2006, timely renewing his license each year.[1] CP 114. However, Johnson did not renew his annual license for 2007 before the December 31, 2007, application deadline. CP 114, 118. When he applied to renew his 2007 license on March 3, 2008, the Department denied the application because it was filed more two months after the deadline. CP 114, 118.

By statute, a current annual "Dungeness crab-coastal" commercial fishing license is required of anyone engaged in commercial fishing for Dungeness crab within the state's coastal waters. RCW 77.65.010(1)(a);

[1] Johnson has not engaged in commercial fishing under his license since at least 2004. In 2005 and 2006, Johnson leased his license to another fisher. CP 115.

RCW 77.70.280(1); WAC 220-52-043. A Dungeness crab-coastal license is good for only one year and expires on December 31 of the year for which it was issued. RCW 77.65.070(3). The deadline for filing an application for renewal of an annual fishing license is December 31 of the year for which the license is sought.[2] RCW 77.65.030.

The Dungeness crab-coastal fishery is a "closed" fishery in that the Department is prohibited from issuing new licenses and may renew an existing license only if the person seeking renewal "held" such a license in the previous year. RCW 77.70.360. The Legislature closed the Dungeness crab-coastal fishery in order to protect the resource, the crab industry, and "the livelihood of Washington crab fishers who have historically and continuously participated in the coastal crab fishery." Laws of 1994, ch. 260, § 1.

The Department reads and applies RCW 77.70.360 such that only fishers who renewed their licenses in the previous year "held" a license and are eligible for renewal in the current year. Thus, as a result of his failure to timely renew his license for 2007, the Department concluded that Johnson did not "hold" a license in 2007, and was, therefore, foreclosed from being issued a renewed license for 2008 or subsequent years. CP 118-23.

After receiving the Department's notice that it was denying his

[2] E.g., the deadline for renewing a license for 2013 is December 31, 2013.

late-filed license renewal application, Johnson requested an administrative hearing. CP 53, 114. At the hearing, Johnson was represented by counsel and had the opportunity to testify and present other evidence, and to cross-examine the Department's witness. CP 113. In her final administrative order, the administrative hearings officer affirmed the Department's denial of Johnson's late-filed application for renewal of his 2007 Dungeness crab-coastal license and concluded that, as a consequence of his failure to timely renew his license for 2007, the Department would be prohibited from issuing him a license in 2008 or subsequent years by RCW 77.70.360. CP 118-23.

Johnson filed a Petition for Judicial Review challenging the Final Order. CP 1-25. On judicial review, the superior court held that the applicable statutes were ambiguous and, therefore, ruled in favor of Johnson and ordered the Department to renew Johnson's commercial crab license. The Department timely appealed to the Court of Appeals. That court affirmed the Department's denial of Johnson's annual commercial license renewal application in a decision issued July 30, 2013. Johnson has now sought discretionary review of that decision.

IV. REASONS WHY REVIEW SHOULD BE DENIED

Johnson seeks review under RAP 13.4(b)(1), claiming that the Court of Appeals' decision is in conflict with a decision of this Court, and

under RAP 13.4(b)(3), claiming that significant constitutional issues are raised. Neither is an appropriate basis for review.

A. The Decision Below Is Not in Conflict With Any Decision of This Court

Johnson claims that the Court of Appeals' decision conflicts with prior decisions from this Court that articulate a maxim of judicial interpretation to the effect that in interpreting a statute, a court should assume that the Legislature intends a different meaning when it uses different language in similar statutes. Petition at 11-12. There is no such conflict. In fact, the Court of Appeals faithfully applied case law from this Court that says the meaning of an unambiguous statute is to be derived from the statute's plain language alone, without engaging in judicial interpretation.

As the Court of Appeals held, the outcome of this case is dictated by the plain language of RCW 77.70.360. Therefore, judicial interpretation of the statute was not required and the case cited by Johnson is inapposite. Furthermore, to the extent that maxims of construction are used to help interpret RCW 77.70.360, the Court of Appeals' analysis is fully consistent with prior reported decisions.

1. The Department's Reading of RCW 77.70.360, Endorsed by the Court of Appeals, Is Consistent With the Statute's Plain, Unambiguous Language

In the decision below, the Court of Appeals applied this Court's precedents setting forth rules of statutory construction and discerned the plain meaning of RCW 77.70.360 without engaging in judicial interpretation. That court correctly concluded that Johnson's failure to renew his license in 2007 meant that he did not "hold" a license that year and was, therefore, barred from receiving a renewed license for 2008 or any subsequent year by RCW 77.70.360.

The rules of statutory construction as announced by this Court dictate that "where the language of the enactment is plain, unambiguous, and well understood according to its natural and ordinary sense and meaning, the enactment is not subject to judicial interpretation." *State v. Thorne*, 129 Wn.2d 736, 762-63, 921 P.2d 514 (1996). In other words, "[i]f [a] statute is unambiguous, its meaning is [to] be derived from the plain language of the statute alone." *Fraternal Order of Eagles, Tenino Aerie No. 564 v. Grand Aerie of Fraternal Order of Eagles*, 148 Wn.2d 224, 239, 59 P.3d 655 (2002); *see also State v. Roggenkamp*, 153 Wn.2d 614, 621, 106 P.3d 196 (2005) ("If the language is unambiguous, a reviewing court is to rely solely on the statutory language.")

"'A statute is ambiguous if it can reasonably be interpreted in two or more ways, but it is not ambiguous simply because different interpretations are conceivable.'" *Fraternal Order of Eagles*, 148 Wn.2d at 239-40 (quoting *State v. Keller*, 143 Wn.2d 267, 19 P.3d 1030 (2001)). "Plain meaning of a statute 'is to be discerned from the ordinary meaning of the language at issue, the context of the statute in which that provision is found, related provisions, and the statutory scheme as a whole.'" *Lake v. Woodcreek Homeowners Ass'n*, 169 Wn.2d 516, 526, 243 P.3d 1283 (2010) (citations omitted). Furthermore, a court is "obliged to give the plain language of a statute its full effect, even when its results may seem unduly harsh." *Geschwind v. Flanagan*, 121 Wn.2d 833, 841, 854 P.2d 1061 (1993).

The language of RCW 77.70.360 is plain, and provides:

> Except as provided under RCW 77.70.380, the director shall issue no new Dungeness crab-coastal fishery licenses after December 31, 1995. *A person may renew an existing license only if the person held the license sought to be renewed during the previous year or acquired the license by transfer from someone who held it during the previous year, and if the person has not subsequently transferred the license to another person.* Where the person failed to obtain the license during the previous year because of a license suspension, the person may qualify for a license by establishing that the person held such a license during the last year in which the license was not suspended.

(Emphasis added.)

By its plain terms, this statute does three things: the first clause announces a general rule that the Department is prohibited from issuing new Dungeness crab-coast licenses after December 31, 1995. The second clause provides a limited exemption to this general rule that allows the Department to renew existing Dungeness crab-coastal annual licenses only for those who "held" such a license in the previous year.[3] And the third clause provides yet another exemption that allows the Department to issue a renewed license to a fisher who did not hold a license in the previous year (and so would otherwise be ineligible for renewal) because of license suspension.

As mentioned above, the Department reads the second clause of RCW 77.70.360 as creating a "renew-it-or-lose-it" system in which only those fishers who timely renewed their licenses in the previous year are eligible to receive a renewed license in the current year; those fishers who failed to renew their licenses in the previous year are ineligible for renewal in the current year. The Court of Appeals agreed with the Department's reading based on the plain language of the statute. Slip Op. at 11-14.

As the Court of Appeals observed, "'[h]old' means 'to retain in one's keeping' or to 'have' or 'possess.'" Slip Op. at 12 (quoting

[3] "Existing" as used in this statute means in existence on December 31, 1995, and is used to distinguish between "new" licenses, which the Director is prohibited from issuing after December 31, 1995. Use of the term "existing" does not mean that such a license never expires.

Webster's Third New International Dictionary 1078 (2002)). And "[a] license is 'a right or permission granted in accordance with law by a competent authority to engage in some business or occupation, to do some action, or to engage in some transaction which but for such license would be unlawful.'" Slip Op. at 12 (quoting *Webster's Third New International Dictionary* 1304 (2002)). In other words, a license is official permission to lawfully engage in an activity that would otherwise be prohibited.

A Dungeness crab-coastal license is required to engage in commercial fishing for Dungeness crab in coastal waters of Washington State; without a license, such activity is unlawful. *See* RCW 77.65.010; RCW 77.70.280. All commercial fishing licenses issued by the Department, including Dungeness crab-coastal licenses, are good only for one calendar year, expire on December 31 of the year for which they are issued, and must be timely renewed annually. RCW 77.65.070. A person who fails to renew an expired Dungeness crab-coastal license does not have permission to lawfully engage in commercial fishing for Dungeness crab and, thus, does not "hold" a "license" for purposes of RCW 77.70.360.

This reading of RCW 77.70.360 is consistent with the Legislature's stated intent in enacting the limited-entry Dungeness crab-coastal licensing regime. As noted above, and as the Court of Appeals

observed, *see* Slip Op. at 13, the Legislature's intent in enacting RCW 77.70.360 was, *inter alia*, "to protect the livelihood of Washington crab fishers *who have historically and continuously participated* in the coastal crab fishery." Laws of 1994, ch. 260, § 1 (emphasis added). The Court of Appeals correctly held:

> The Department's construction of RCW 77.70.360 furthers this purpose by limiting Dungeness crab coastal licenses to those fishers who annually renew their licenses. This protects those who have 'historically and *continuously*' participated in the coastal crab fishery by reducing the number of fishers: those who do not continuously renew and use their licenses lose them.

Slip Op. at 13 (emphasis in original).

The Court of Appeals' reading of RCW 77.70.360 is grounded in the statute's plain language; Johnson's alternative interpretation of RCW 77.70.360 is not. According to Johnson, under RCW 77.70.360, a person is eligible to receive a renewed Dungeness crab-coastal license if he/she held such a license in any year, regardless of whether he/she renewed the license in the previous year, as long as he/she has not transferred the license to someone else. Op. Br. at 21-24. First, this interpretation is inconsistent with the plain language of the second clause of RCW 77.70.360, which, as discussed above, requires the fisher seeking renewal to have held the license *in the previous year*. Johnson's reading omits the "previous year" requirement.

Second, Johnson's interpretation is inconsistent with the plain language of the third clause of RCW 77.70.360, and with RCW 77.70.020, both of which create limited exceptions that allow the Department to issue a license to a person who did not hold such a license in the previous year, as long as specified circumstances are met.[4] As the Court of Appeals noted, "If a person could renew a license at any time, as Johnson suggests, these provisions would be unnecessary." Slip Op. at 13. And third, Johnson's interpretation is inconsistent with the Legislature's stated intent in that it would allow fishers who have not *continuously* participated in the fishery to receive a license and resume crabbing, to the detriment of those continuous participants.[5]

Based on the foregoing, the correct reading of the plain language of the second clause of RCW 77.70.360 is that a person "held" a Dungeness crab-coastal "license" in the previous year *only* if he/she had a current license for that year that actually allowed him/her to lawfully

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[4] Under RCW 77.70.020(1), the Department is required to waive license requirements if there is no harvest opportunity in a calendar year. Subsection (2) provides: "where the person failed to hold the license . . . because of a license waiver by the [Department] during the previous year, the person shall qualify for a license by establishing that the person held the license during the last year in which the license was not waived."

[5] Under Johnson's reading of RCW 77.70.360, a fisher could elect to sit out of the fishery and avoid the expense of licensure during years in which the price of crab is low but then renew his/her license and reenter the fishery when the price of crab is high, taking fishing opportunities from full-time fishers. This harms those fishers "who have historically and continuously participated in the coastal crab fishery" in precisely the way the Legislature sought to avoid in enacting the renew-it-or-lose-it limited entry licensing system for the Dungeness crab coastal fishery.

engage in commercial fishing in that year. Because Johnson did not have a license in 2007 and could not lawfully engage in commercial crabbing in 2007, he did not "hold" a "license" in that year, and was ineligible to receive a renewed license in 2008 or any subsequent year.

2. The Maxim of Statutory Construction Invoked by Johnson Is Inapplicable, But Even Assuming It Applied, It Does Not Dictate the Outcome Johnson Seeks

Because the meaning of RCW 77.70.360 is plain and unambiguous, a court need not engage in judicial interpretation of that statute. *Thorne*, 129 Wn.2d at 762-63; *Fraternal Order of Eagles*, 148 Wn.2d at 239; *Roggenkamp*, 153 Wn.2d at 621. And because judicial interpretation is not called for, the maxims of judicial construction, including the maxim that "the legislature is deemed to intend a different meaning when it uses different terms," *Roggenkamp*, 153 Wn.2d at 625, are inapplicable. Therefore, the Court of Appeals decision' does not conflict with this Court's decisions applying the different-terms/different-meanings maxim of statutory construction.

But even if a court were to engage in judicial interpretation of RCW 77.70.360, the different-terms/different-meanings maxim would not dictate the outcome Johnson seeks in this case. Johnson argues that because the Legislature used additional language in three similar statutes

but omitted that additional language in RCW 77.70.360, a different meaning should be assumed.[6] This argument fails.

First, in this case, the other statutes contain substantially identical language plus additional language, but not different language. This contrasts with *Roggenkamp*, in which this Court was addressing truly different terms used in different statutes: "in a reckless manner" in one statute versus "reckless driving" in another. This Court held that "[b]ecause the legislature chose different terms, [it] must recognize that a different meaning was intended by each term." *Roggenkamp*, 153 Wn.2d at 626.

Under a fair reading of RCW 77.70.050, .120, and .130, the additional language in those statutes reflects not that the Legislature

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[6] The three similar statutes are RCW 77.70.050 (which applies to salmon charter licenses), RCW 77.70.120 (which applies to commercial herring fishing licenses), and RCW 77.70.130 (which applies to commercial Puget Sound whiting fishing licenses). Each of these statutes contains language that is essentially identical to the second clause of RCW 77.70.360. But then each statute contains additional language that says that a "license which is not renewed each year shall not be renewed further." For example, RCW 77.70.050 provides, in relevant part:

> (1) After May 28, 1977, the director shall issue no new salmon charter licenses. *A person may renew an existing salmon charter license only if the person held the license sought to be renewed during the previous year* or acquired the license by transfer from someone who held it during the previous year, and if the person has not subsequently transferred the license to another person.
>
> (2) Salmon charter licenses may be renewed each year. *A salmon charter license which is not renewed each year shall not be renewed further.*

(Emphasis added).

intended a different meaning; instead the additional language reflects a "belt and suspenders" approach to legislative drafting, done out of an abundance of caution. The Legislature added the additional language to further clarify and bolster what it said in the earlier language, which is the same as that found in RCW 77.70.360. *See* Henry Campbell Black, *Handbook on the Construction and Interpretation of the Laws* 431 (2d ed. 1911) ("A proviso may be introduced from excessive caution, and designed to prevent a possible misinterpretation of the statute by including therein something which was not meant to be included.").

Second, under Johnson's different-terms/different-meaning argument, RCW 77.70.050, .120, and .130 are rendered internally inconsistent. This is so because, according to Johnson, the part of each of those statutes that says that a fisher may renew his/her license only if he/she held the license sought to be renewed in the previous year (which is the same as the second clause of RCW 77.70.360) must mean that a person can renew his/her license at any time, regardless of whether it was renewed in the previous year. The inconsistency arises because the additional language he points to in those three statutes says the opposite: that a license can be renewed *only* if it was renewed in the previous year. Thus, under his reading, the statutes say opposite things and are, thus, internally inconsistent. The better reading of each of those statutes, the

reading that makes sense of all the language and avoids internal inconsistency, is that both clauses in RCW 77.70.050, .120, and .130 mean the same thing and the second clause exists to clarify and bolster the meaning of the first.

Third, application of the different-terms/different-meanings maxim cannot override the plain meaning of RCW 77.70.360. As discussed above, by its plain terms, RCW 77.70.360 says that only those fishers who held a license in the previous year, i.e., timely renewed their licenses in the previous year, are eligible to receive a renewed license in the current year. This is the only reasonable reading and Johnson's proffered alternative interpretation is inconsistent with the language of the statute and with the Legislature's stated intent.

In summary, the meaning of RCW 77.70.360 is plain and unambiguous and a court need not resort to maxims of statutory construction in interpreting it. But even if a court were to use maxims of statutory construction in interpreting RCW 77.70.360, the different-terms/different-meanings maxim does not dictate the outcome Johnson seeks. For these reasons, the Court of Appeals' decision does not conflict with any decision of this Court. This Court should decline to review this case on this basis.

B. This Case Does Not Involve Any Significant Issues of Constitutional Law

1. The Court of Appeals Did Not Hold That Commercial Fishers Do Not Have a Protected Property Interest in Their Commercial Fishing Licenses

Johnson asserts that the Court of Appeals erroneously held that commercial crab fishers do not have a protected property interest in their licenses. Petition at 12-14. That is incorrect. In fact, the Court of Appeals did not hold that commercial fishers have no protected property interest in commercial fishing licenses. The Court of Appeals expressly stated that it was assuming, without deciding, that Johnson did have a protected property interest. Slip Op at 5 ("Assuming, without deciding, that Johnson has a claim of entitlement to a license even though his right to renew expired, we address whether the Department provided adequate process."). Based on that assumption, the Court of Appeals went on to hold that Johnson was afforded due process because he was provided notice and a full administrative hearing, at which he was represented by counsel and at which he had the opportunity to testify, present evidence, and confront the Department's witness. Slip Op. at 5-7. Johnson does not ask this Court to review the Court of Appeals' holding that he received adequate procedural due process.

Johnson quarrels with the Court of Appeal's statement in footnote 5 of its decision, in which the court stated that a Ninth Circuit

case, *Foss v. Nat'l Marine Fisheries Serv.*, 161 F.3d 584, 588 (9th Cir. 1998), was not binding on state courts. *Foss* held that "applicants [for certain federal fishing permits] have a property interest protectible under the Due Process Clause where the regulations establishing entitlement to the benefit are, as here, mandatory in nature." *Foss*, 161 F.3d at 588. According to Johnson, the Court of Appeals' disregard of *Foss* represents a significant issue of constitutional law. Petition at 12-14. But since the Court of Appeals based its procedural due process holding on the assumption that Johnson did have a protected property interest, the Court of Appeal's discussion in footnote 5 was dicta, wholly irrelevant to its ultimate holding. For that reason, the Court of Appeals' statement in footnote 5 does not raise a significant question of constitutional law and this Court should decline to review the decision below on that basis.

2. The Statutes at Issue Are Not Void for Vagueness

Johnson claims that a significant constitutional issue is raised because the statutes at issue are unconstitutionally vague. Johnson is wrong. As the Court of Appeals correctly held, *see* Slip Op. at 14-15, the statutes at issue can be understood by a person of ordinary intelligence and are, therefore, not unconstitutionally vague.

According to this Court, "[a] statute is presumed to be constitutional. The party challenging a statute's constitutionality on

vagueness grounds has the burden of proving its vagueness beyond a reasonable doubt." *Haley v. Med. Disciplinary Bd.*, 117 Wn.2d 720, 739, 818 P.2d 1062 (1991) (internal citations omitted). "A statute is void for vagueness if it is framed in terms so vague that persons 'of common intelligence must necessarily guess at its meaning and differ as to its application.'" *Haley*, 117 Wn.2d at 739 (quoting *Connally v. Gen. Constr. Co.*, 269 U.S. 385, 391, 46 S. Ct. 126 (1926)). However, in deciding a vagueness challenge, a court must recognize that "[s]ome measure of vagueness is inherent in the use of language." *Haley*, 117 Wn.2d at 740. Thus, the "person of common intelligence" test "does not demand impossible standards of specificity or absolute agreement." *City of Spokane v. Douglass*, 115 Wn.2d 171, 179, 795 P.2d 693 (1990).

"In determining whether a challenged ordinance is sufficiently definite so as to provide fair warning of proscribed conduct, the language of the ordinance is not examined in a vacuum. Rather, the context of the entire enactment is considered." *Douglass*, 115 Wn.2d at 180. Put another way: "[i]n a vagueness challenge, [a court does] not analyze portions of a statute in isolation from the context in which they appear. If a statute can be interpreted so as to have as a whole the required degree of specificity, then it can withstand a vagueness challenge despite its use of a term which, when considered in isolation, has no determinate meaning."

Haley, 117 Wn.2d at 741 (internal citations omitted). Further, "[t]he fact that some terms in an enactment are undefined does not automatically mean that the enactment is unconstitutionally vague. For clarification, citizens may resort to the statements of law contained in both statutes and in court rulings which are "[p]resumptively available to all citizens." *Douglass*, 115 Wn.2d at 180 (quoting *State v. Smith*, 111 Wn.2d 1, 7, 759 P.2d 372 (1988)).

Johnson argues that a person of common intelligence would not understand that RCW 77.70.360 means that a person would be precluded from renewing his/her annual Dungeness crab-coastal if he/she had not renewed the license in the previous year. Petition at 18. Johnson is wrong. The fact that RCW 77.70.360 contains undefined terms, including the term "held" in the phrase "held the license sought to be renewed during the previous year," does not render the statute unconstitutionally vague. In context, and with reference to a dictionary if necessary, the plain meaning of that term is capable of being understood by a person of ordinary intelligence. Furthermore, the fact that a citizen might need to refer to multiple statutes in determining the meaning of the Dungeness crab-coastal license renewal requirements does not render the statutory scheme invalid.

The Court of Appeals summed it up well: "An ordinary person reading [RCW 77.65.030, 77.65.070, and 77.70.360] together would understand that a person who failed to timely renew a license in 2007 would not have held a license in 2007 and would not be eligible to apply for renewal in 2008 under RCW 77.70.360." Slip Op. at 15. Johnson cannot meet his burden to establish, beyond a reasonable doubt, that the statutes governing renewal of Dungeness crab-coastal licenses are unconstitutionally vague. No significant issue of constitutional law is raised as to the alleged vagueness of the statutes and this Court should decline review on this basis.

V. CONCLUSION

The Court of Appeals' decision is not in conflict with any decision of this Court. No significant constitutional issues are raised by this case. This Court should, therefore, deny Johnson's Petition for Review.

RESPECTFULLY SUBMITTED this 14th day of October, 2013.

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NO. 89283-1

SUPREME COURT OF THE STATE OF WASHINGTON

CURTIS JOHNSON., Petitioner, v. WASHINGTON DEPARTMENT OF FISH AND WILDLIFE, Respondent.	CERTIFICATE OF SERVICE

Pursuant to RCW 9A.72.085, I certify that on the 14th day of October, 2013, I caused a true and correct copy of Respondent Washington Department of Fish and Wildlife's Answer to Petition for Review and this Certificate of Service, to be served upon the parties herein as indicated below.

Via First Class United States Mail, postage fully prepaid, and addressed to the following:

Dennis J. McGlothin
Robert J. Cadranell
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2815 Eastlake Avenue E., Suite 170
Seattle, Washington 98102

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

DATED this 14th day of October, 2013, at Olympia, Washington.

Dominique P. Starnes
Legal Assistant

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