No. 90123-6

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON
[CT. APP. DOCKET No. 69278-0-I]

SHUMET MEKONEN, WONDWOSSEN MERSHA; TIGABU LAKEW; HABTAMU ABOYE; YIRGA BELETE; and SELAMNEH AMBAW,

Petitioners,

v.

DESSIE ZEWDU; WORKU ASMARE; WORKU MELESE; BAZAZEW BIRHAN; MOTBAYNER TEBEJE; ENDALE ANDENO; MELAKU KEBEDE; NEGA WONDIMAGEGN; KASA DERAR; and GREEN CAB TAXI & DISABLED SERVICE ASSOCIATION, LLC,

Respondents.

RESPONDENTS' ANSWER TO PETITION FOR REVIEW

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I. IDENTITY OF RESPONDENTS

Respondents Dessie Zewdu, Worku Asmare, Worku Melese, Bazazew Birhan, Motbayner Tebeje, Endale Andeno, Melaku Kebede, Nega Wondimagegn, Kasa Derar, and Green Cab Taxi & Disabled Service Association, LLC (hereinafter "Green Cab") were known as "Defendants Group" below, and were Respondents and Cross-Appellants in the Court of Appeals.

II. ISSUE PRESENTED FOR REVIEW

Green Cab presents no issue for review, and requests that review of the unpublished decision of Division One in this matter be DENIED.

III. STATEMENT OF THE CASE

This Court can best understand the facts by reading pages 2-7 of the unpublished opinion of Division One. *Pet.Rev.*, App. A, *Mekonen v. Zewdu,* No. 69278-0-I (March 3, 2014) (hereinafter "COA Opinion").[1]

Petitioners seek review of evidence underlying the injunctive relief granted by the trial court in the post-verdict equitable phase of the case, and the consistency of that injunctive relief with the verdicts. *Pet.Rev.* pp.1-2 (Issues 1, 2 & 4). Each of these rulings are within the trial court's broad discretion, and *sui generis* to the particular facts of this

[1] For greater detail, we recommend the "Statement of the Case" from the *Brief of Respondents / Cross-Appellants,* pp.2-13 (July 11, 2013).

case. Petitioners also seek review of the reversal of the judgments for tortious interference with business relations, although it does not seek review of the predicate ruling reversing the judgments for breach of contract. *Pet.Rev.* p.2 (Issue 3). Because the entire scope of actionable business relations under the instructions was overbroad by including the RFP contract under which Petitioners had no right to sue, Division One correctly determined that the jury was likely confused as to which business relationships were subject to tortious interference.

There is no judicial policy of importance to the justice system to be found in any of these issues, and Petitioners are simply asking this Court to sit as a second reviewer for possible error.

IV. ARGUMENT – REVIEW SHOULD BE DENIED

Review should be denied because Petitioners have demonstrated no conflict with case law within the meaning of RAP 13.4(b)(1) and (2); no significant constitutional question within the meaning of RAP 13.4(b)(3); and no issue of substantial public interest demanding the attention of this Court under RAP 13.4(b)(4).

A. The Trial Court's Injunctive Relief of a Buy-Out at the Value Stated by the Company Accountant Does Not Trigger Review Under RAP 13.4(b)

1. The Issue is Not Properly Presented

Petitioners never moved to strike the declaration of the Green Cab accountant. Under King County Local Rules, a motion must be noted for hearing, contain statements of relief requested, facts, issues, evidence relied upon and legal authorities, and a proposed order. KCLR 7(b)(5). The so-called "motion to strike" the testimony of the Green Cab accountant was not noted for hearing, but was instead a few sentences buried in a pleading entitled *Plaintiffs' Response and Objections to Defendants' Request for Injunctive Relief* (August 20, 2012). CP 309-10. The "Relief" section of this pleading did not ask the trial court to strike the declaration. CP 307. No proposed order was submitted. Petitioners thus failed to bring a motion to strike to the attention of the trial court and, not surprisingly, the trial court never ruled on this phantom "motion to strike" in its lengthy written decision because it was never properly presented to it. CP 343-362. It is therefore not preserved for review, and it makes a poor candidate for this Court's attention. But because it is the centerpiece of the Petition for Review, we will address it further.

2. The Trial Court Exercised Proper Discretion within the Context of the Operating Agreement and the Parties' Agreement On the Record

a. The Agreement on the Record

Washington courts "review a trial court's ruling on a motion to strike for an abuse of discretion." *Engstrom v. Goodman,* 166 Wn. App. 905, 910, 271 P.3d 959 (Div. 1 2012). Similarly, they "review a trial court's decision to admit or exclude evidence for abuse of discretion." *Id.* The trial court also has discretion to allow late-disclosed testimony for good cause. *Hough v. Stockbridge,* 152 Wn. App. 328, 339, 216 P.3d 1077 (Div. 2 2009); KCLR 4(j); KCLR 26(k)(4).

The context of the trial court's exercise of discretion is important:

- At the outset, the parties agreed that the jury would try the legal claims, and the court would try the injunction claim. In response to the court's question whether any claims would be "tried to the Court as opposed to the jury," *Petitioners' counsel* stated, "I would just say the equitable claim of the permanent injunction." COA Opinion at 8 (*quoting,* RP (July 18, 2012) at 20-21).[2]

[2] Petitioners point to a statement by counsel for Green Cab which they say is to the contrary. *Pet.Rev.* at 17-18. But that statement only addressed jury instructions, and it was made on July 31 *after* the evidence was in, whereas the statement by Petitioners' counsel reserving trial of the injunction to the Court was made on July 18 at the *outset of trial,* and it set the terms for introduction of evidence.

- The parties submitted to the jury "Special Verdict Form A – Validity of Elections," CP 222, which answered key questions relevant to both the legal and equitable claims. RP (July 31, 2013) at 68-69, 78-79, 114-15 (validity of September 4 election goes to Petitioners' claim of breach of contract as well as to the question of control of the company).
- Both sides stated on the record that they had no objection to any of the Special Verdict Forms. RP (July 31, 2013) at 85.

The parties submitted the key facts determining control of the company to the jury in Special Verdict Form A, but left implementation of an equitable remedy to the discretion of the trial court. RP (July 18, 2012) at 20-21; RP (July 31, 2013) at 69-82, 85. It was only in post-verdict motion practice, after the evidence was closed and after it became apparent to Petitioners that the key election upon which they based their claim for control had been found invalid by the jury, CP 223 (Special Interrogatories 4, 5 & 6 (August 2, 2012)), that Petitioners attempted to claim that the trial court had no right to exercise traditional discretion under CR 39(a)(1)(B) and (c) to decide facts pertaining to the nature and scope of the equitable remedy. CP 310 (*Plaintiffs' Response and Objections to Defendants' Request for Injunctive Relief* (August 20, 2012)). That was too late.

b. The Operating Agreement

The parties to this lawsuit are also parties to the Green Cab Operating Agreement, which provides in material part that a defaulter shall:

> be deemed to have offered for sale to the Company all of the Units and any other associated rights then held by the Defaulting Member **for a purchase price determined by the Company's accountant to be the net book value** of the Defaulting Member's Percentage Interest in the Company represented by the Units. . . .

COA Opinion at 13 (*quoting,* Operating Agreement, *Ex. 1* at p.13 (emphasis added)); *see also, id.,* (*quoting,* Operating Agreement, *Ex. 1* at p.5). This is the provision relied upon by the trial court to require buy-out of Petitioners' interests in the company using the unit value stated by the Green Cab accountant to set net book value. *COA Opinion* at 7.

"A trial court has broad discretion to fashion an injunction that is appropriate to the facts, circumstances, and equities before it, and the reviewing court will give great weight to the trial court's exercise of discretion." *Sunnyside Valley Irrigation v. Dickie,* 111 Wn. App. 209, 219-20, 43 P.3d 1277 (Div. 3 2002); *accord, Waremart, Inc. v. Progressive Campaigns, Inc.,* 139 Wn.2d 623, 628, 989 P.2d 524 (1999); *Tradewell Stores, Inc. v. T.B. & M., Inc.,* 7 Wn. App. 424, 427-28, 500 P.2d 1290 (Div. 2 1972). "The trial court's decision exercising that

discretion will be upheld unless it is based upon untenable grounds, or is manifestly unreasonable, or is arbitrary." *King v. Riveland,* 125 Wn.2d 500, 515, 886 P.2d 160 (1994); *accord, e.g., Waremart v. Progressive Campaigns, supra,* 139 Wn.2d at 628; *Boeing Co. v. Sierracin Corp.,* 108 Wn.2d 38, 63, 738 P.2d 665 (1987); *Washington Fed'n of State Employees v. State,* 99 Wn.2d 878, 887, 665 P.2d 1337 (1983).

The trial court properly followed the jury on the findings it made in Special Verdict Form A. CP 343-46. Based on the authorization of Petitioners' attorney that "the equitable claim of the permanent injunction" would be "tried to the Court as opposed to the jury," *COA Opinion* at 8 (*quoting,* RP (July 18, 2012) at 20-21), the trial court then applied the Operating Agreement signed by all parties to the lawsuit. *That Operating Agreement pointed the trial court to the opinion of the Green Cab accountant.* Furthermore, as stated by Division One, "[t]he record demonstrates conflicts between the two groups indicating they are unable or unwilling to work together." *COA Opinion* at 6; *see also id.* at 14-15; *see, Brief of Respondents and Cross-Appellants,* at 6-9 (hereinafter "Brief of Respondents"). This alone supports the necessity of a buy-out. The trial court was also aware that Petitioners had made a binding admission that they had withdrawn from Green Cab in violation of the Operating Agreement. *COA Opinion* at 15; RP (July 19, 2012) at

45; RP (July 31, 2012) at 109-10. Ordering a buy-out was well within the trial court's discretion.[3]

On the issue of valuation, not only did the trial court weigh the Operating Agreement and the opinion of the Green Cab accountant, but it also looked to the totality of the record before it. CP 447-48. The trial weighed the substantial evidence of business interruption, which was bound to reduce both the book value and the market value of the Green Cab licenses, and of the business as a whole. CP 447. Even if some taxicab licenses trade with a higher value, the question here was not market value, but net book value. CP 448. Even on the issue of market value, however, the evidence in this case showed that the licenses in question were of diminished value because they were not Seattle or Airport licenses, they were kept in the name of King County and nontransferable except with County permission, and because of the Green Cab litigation and record of hardships. RP (July 24, 2012) at 67-68/17-10. Thus, the trial court's decision to order a buy-out valued at the company

[3] Petitioners attempt to escape the admission of withdrawal by arguing it is "meaningless" because the Operating Agreement prohibited withdrawal. *Pet.Rev.* at 18. Petitioners confuse the legal effects of facts with the facts themselves. They admitted both the **fact** that the Operating Agreement prohibited withdrawal, and the **fact** that they withdrew. RP (July 31, 2012) at 109-110. The legal consequence is a violation of the prohibition in the Operating Agreement against withdrawal. Nor did the jury find that Green Cab excluded Petitioners from the company. *Pet.Rev.* at 18-19. That assertion has no citation to the record, and there is no such "finding". The *binding admission* is that Petitioners withdrew from Green Cab. RP (July 31, 2012) at 109-110.

accountant's net book value opinion pursuant to the Operating Agreement was realistic, and not based upon untenable grounds, manifestly unreasonable, or arbitrary.

3. Review of the Equitable Relief is Not Warranted by RAP 13.4(b)

There is nothing in the Court of Appeals' unpublished disposition that requires review by this Court of the equitable relief. As summarized by Division One:

> "In cases involving both legal and equitable issues . . . the trial court has broad discretion in allowing a jury to determine some, none or all of the factual issues presented." *Rao v. Auburn Gen. Hosp.,* 19 Wn. App. 124, 129, 573 P.2d 834 (1978). Here the parties agreed to submit the question of the appropriate injunctive relief to the trial court for determination. The court can hardly be faulted for resolving both the factual and legal issues relevant to the appropriate injunctive relief given the parties' undisputed agreement. Determining the proper relief required the court to determine the value of the plaintiffs' membership interests.

COA Opinion at 16-17. Such a division of responsibilities between trial court and jury in equitable matters is also authorized by CR 39(a)(1)(B) and (c). This issue is tied to the particular concessions in this record, and to the terms of the Green Cab Operating Agreement, and therefore has no significance that "transcend[s] the particular application of the law in question." II WSBA, *Appellate Practice Deskbook* § 27.11 at 27-10 (3d ed. 2011) (hereinafter "Deskbook").

Plaintiffs' Group has totally failed to show "conflict with a decision" of this Court, or a split between Divisions. RAP 13.4(b)(1), (2). Review under these subsections requires that Petitioners do "more than a merely assert that a conflict exists. Rather, Petitioners should thoughtfully trace the conflict and convince the court the decisions cannot be harmonized or distinguished." *Deskbook, supra,* at 27-11. Merely citing a case for an inapplicable rule of law is not sufficient. Petitioners' lax treatment of these "conflict" rules would prevent RAP 13.4(b) from serving its purpose of limiting review only to cases of the greatest significance to the general operation of Washington state's legal system. *Deskbook, supra* at 27-10.

Petitioners assert a "conflict with the Rules of Evidence," although that is not a recognized basis for review under RAP 13.4(b). *Pet.Rev.* at 11. Declarations are relied upon in motion practice hundreds of times every day across the state, but Petitioners make no attempt to articulate a limiting principle for the absolute ban they seem to believe is required by the cited hearsay rules. In fact, affidavits and declarations are specifically authorized by law in motion practice. RCW 9A.72.085; CR 7(b)(4); CR 56(c), (e); KCLR 7(b)(5)(B)(iv); GR 13. "On the hearing of an application for an injunction, each party may read from affidavits." RCW 7.40.060; *see,* 5B K. Tegland, Wash. Prac., Evidence Law and

Practice § 802.3 (5th ed. 2013). Consistent with the Rules of Evidence, experts may testify as to ultimate opinions, and may do so "without prior disclosure of the underlying facts or data . . .." ER 704, 705. Petitioners could have moved for a stay of the pending motions while they took the deposition of Green Cab's accountant, but they did not do so. There is no basis for review under RAP 13.4(b)(1) or (2).

Nor is there any basis to review this issue under RAP 13.4(b)(3). Petitioners never raised a constitutional objection to the admission of the Green Cab accountant's testimony below, CP 309-10, CP 805-10, and their reconsideration motion asked only that the trial court consider evidence of fair market value, instead of the net book value specified in the Operating Agreement. CP 808-09, 811-12; COA Op. at 11. Nor did Petitioners raise a constitutional issue in their briefing before the Court of Appeals. *Brief of Appellants* at 2-3; *Reply Brief of Appellants* at 15-18. Now for the first time they mention "constitutional issues" and "due process" in passing, without any citation to authorities or reasoned argument, *Pet.Rev.* at 11, 13, and therefore it cannot be said that "a *significant* question of law under the Constitution . . . is involved" in this case. RAP 13.4(b)(3) (emphasis added).

The constitutional issue, if raised, would be predicated on lack of notice and opportunity to address the valuation by the accountant under

the Operating Agreement. Contrary to the statements by Petitioners that they were denied an opportunity to address these issues, they have known from the beginning that the Operating Agreement governs the remedies for default, and they have known since Defendant Groups' Cross-Claims were filed on April 4, 2011, that Green Cab was relying on the very provision of the Operating Agreement that provides for buy-out based on the book value assigned by the Green Cab accountant. CP 929 ¶4B.7. Furthermore, Petitioners were served with Requests for Admission seeking an admission of their default under the very provision of the Operating Agreement referencing buy-out at book value as set by the Green Cab accountant, **which they failed to answer.** 7/19 RP (July 19, 2012) at 45/6-11; RP (July 23, 2012) at 56/13-21. Petitioners have no one to blame but themselves for not engaging in discovery on this issue so that they were prepared to meet it.

Nor do Petitioners articulate any "issue of *substantial public* interest" in the trial court's discretionary ruling, RAP 13.4(b)(4) (emphasis added), beyond unsubstantiated charges that the Court of Appeals "ignore[d] established law" and "fail[ed] to address substantial issues," which has shaken "faith in the courts". *Pet.Rev.* at 14. To the contrary, established law was properly applied, the "ignored" issues are

not specified, and this unpublished decision is unlikely to have *any* effect (let alone such a dramatic effect) on the public. This is empty rhetoric.

B. There is No "Conflict" Between the Verdicts and the Injunctive Relief Warranting Review by this Court

The fourth issue raised by Petitioners is alleged conflict between the verdicts and the injunctive relief, based on their erroneous view that "[t]he jury found that Plaintiffs had not breached the Operating Agreement . . .." *Pet.Rev.* at 19. Under the instructions given the jury found that Green Cab had failed to prove that Petitioners were liable for breach of contract, but that verdict is fully compatible with a breach of the Operating Agreement. The jury may have believed that there was a default, but no damages. This would not be inconsistent with a grant of injunctive relief, because the legal claim is based on past damages, whereas the injunctive relief looks to future harm. *Braam ex. rel. Braam v. State,* 150 Wn.2d 689, 708, 81 P.3d 851 (2003) ("Injunctive relief is prospective"); *Lewis Pacific Dairymen's Ass'n v. Turner,* 50 Wn.2d 762, 776, 314 P.2d 625 (1957) ("The purpose of an injunction is not to punish the wrongdoer for past transactions, but to restrain present or threatened future wrongful acts."). The jury may have been confused by Green Cab's breach of contract instruction, which appeared to require them to find against Green Cab if "any" of the grounds for breach of contract was

not proven, instead of finding for Green Cab if any of the grounds for breach of contract was proven. RP (July 31, 2012) at 116-17; *Brief of Respondents* at 20-21. The jury may have believed that Plaintiffs did breach the contract, but that their breach was not material. Because the equitable issue of injunctive relief is entrusted to the trial court as a matter of law, and because there is no special jury finding on materiality, the trial court had to exercise its own discretion as to the analogous equitable issues of immediacy of the danger, and whether the injury to be suffered in the future is "actual or substantial." *Sunnyside Valley, supra,* 111 Wn. App. at 220.

The jury was instructed as to admitted defaults under the Operating Agreement by the Petitioners. RP (July 31, 2012) at 109-10. This Court "should presume the jury followed the court's instructions absent evidence to the contrary." *State v. Montgomery,* 163 Wn.2d 577, 596, 183 P.3d 267 (2008). Nothing on the face of the verdicts is necessarily contrary to the instructions laying out Petitioners' admissions of default.

Petitioners also ask this Court to accept review of this issue because they were unable to find any Washington authority on the proper role of the trial court sitting in equity after a jury verdict. *Pet.Rev.* at 18. Petitioners must not have looked very hard, or perhaps they didn't like what they found. As already noted, the Court of Appeals decision in this

very case cites the applicable case law: " 'In cases involving both legal and equitable issues . . . the trial court has broad discretion in allowing a jury to determine some, none or all of the factual issues presented.' *Rao v. Auburn Gen. Hosp.,* 19 Wn. App. 124, 129, 573 P.2d 834 (1978)." *COA Opinion* at 16. This Court has issued a Civil Rule on the subject, which in effect exempts equitable relief from the general requirement of trial by jury on questions of fact, CR 39(a)(1)(B), and permits the parties leeway to consent on which issues shall be tried to the jury and which to the court, CR 39(c) – *as was done here.* There is plenty of case law interpreting this rule, but Petitioners have failed to identify any conflict (indeed, they have failed to cite any of it). RAP 13.4(b)(1), (2). Petitioners have failed to present any issue of substantial public interest requiring further attention from this Court. RAP 13.4(b)(4).

C. Reversal of the Tortious Interference Judgments was Correct and Not in Conflict with Case Law or a Matter of Substantial Public Interest

1. The Court of Appeals Properly Reversed the Tortious Interference Judgments Based on Confusion with RFP Contract Duties

Petitioners seek review of Division One's reversal of the tortious interference with contract judgments. The Court of Appeals believed that Petitioners' pervasive and improper reliance on alleged breaches of the RFP Contract had confused the jury as to which business relations were

actionable, and which means would be improper. *COA Opinion* at 21-22. The Court of Appeals is correct.

Instruction #30 on tortious interference tells the jury that plaintiffs (Petitioners) must prove, *inter alia*:

> 1. That at the time of the conduct about which plaintiffs complain plaintiffs had a business relationship with the probability of future economic benefit . . ..
> * * *
> 3. That the defendants intentionally induced or caused the termination of the business relationship.
> 4. That the defendants interference was for an improper purpose or by improper means.

RP (July 31, 2012) at 125. This instruction does not specify which "business relationship" is actionable. There is nothing in this instruction to limit the jury from finding actionable alleged interference by Green Cab with the RFP Contract's requirement of employer-employee relationship, worker's compensation benefits, collective bargaining, and a regular salary. Read in tandem with the detailed jury instructions on breach of contract lifted from the RFP Contract, RP (July 31, 2012) at 114-15, and the argument *made to the jury* by Petitioner's counsel that failure "to operate the company in accordance with . . . the requirements . . . the county imposed [in the RFP]" is "the heart of these disputes," RP (July 31, 2012) at 143, the jury could have viewed the RFP contract as the most important "business relationship" when it considered tortious interference,

or that Green Cab's alleged failure to carry out RFP duties constituted "improper means" under Instruction #30, subparagraph 4.

Petitioners say this was all prevented by the "summary of claims" instruction that focused on interference with taxi customers by failing to dispatch calls to them. *Pet.Rev.* at 16.[4] Petitioners' point is not well taken. The very right to any relationship with taxi customers is predicated on valid King County licensing, *which is determined by the RFP Contract between Green Cab and the county. Ex. 2* at 5-6, 9 (incorporating KCC 6.64.300 – "license required").[5] There is no evidence whatsoever that Petitioners had any taxi licenses at the relevant times other than the licenses they claimed through Green Cab. There was no valid business expectancy outside of this relationship.

What's more, the RFP Contract requires compliance with King County Code chapter 6.64. *Ex. 2* at 9. The principal purpose of the many King County taxi regulations in this chapter is protection of the safety and financial security of taxicab customers. *E.g.,* KCC 6.64.330 (Applicant requirements), .340 (Vehicle requirements), .350 (Insurance required), .360 (Certificate of safety), .370 (Vehicle standards), .400 (Taximeter),

[4] By way of context, removing Petitioners from the dispatch system occurred only *after* Petitioners voluntarily withdrew from the company and began to compete, leaving Green Cab holding a large unpaid dispatch bill from the time during which Petitioners had illegally taken over the Green Cab offices. *Brief of Respondents* at 7-8.

.440 (Standards for suspension and revocation); .910 (Passenger complaint process). Under the RFP, it was Green Cab's *duty* to ensure that only properly licensed and vetted drivers driving safe vehicles picked up customers. Once Petitioners withdrew from the company they were no longer amenable to the supervision of Green Cab, and therefore Green Cab owed the county the duty under the RFP of ensuring that they were not dispatched under its name and its licenses.

The risk of confusion of the RFP Contract with actionable tortious interference is too great to overlook. In light of Division One's proper holding that the RFP Contract was not actionable by Petitioners, it was proper to remand this issue along with the breach of contract issue which already requires retrial.

2. Reversal of the Tortious Interference Judgments Does Not Create a Conflict with Prior Decisions or an Issue of Public Interest Warranting Review

Petitioners' proposed "conflict" with a decision of this Court for purposes of review is not with any decision on tortious interference, but rather with the general proposition that prejudice must be shown to justify reversal. *Pet.Rev.* at 16 (*citing, Thomas v. French,* 99 Wn.2d 95, 659 P.2d 1097 (1983)). The decision cited by Petitioners states only the basic rule

[5] What's more, the computerized dispatch system used by Green Cab was regulated by the county as part of the RFP award. *Ex. 3, Proposal Response* at 6.0.

that "[e]rror will not be considered prejudicial unless it affects, *or presumptively affects,* the outcome of the trial." *Thomas v. French,* 99 Wn.2d at 104 (emphasis added). Division One cited and followed this rule exactly. *COA Opinion* at 22. Division One also cited *O'Neill v. Dept't of Licensing,* 62 Wn. App. 112, 813 P.2d 166 (Div. 1 1991) for the proposition that "[e]rroneous instructions given on behalf of a party in whose favor the verdict is returned are presumed prejudicial unless it is affirmatively shown that they are harmless." *COA Opinion* at 22 (*quoting, O'Neill, supra,* 62 Wn. App. at 120). Petitioners have totally failed to show any conflict between the law applied by Division One and the decisions of this Court or any other Division, and therefore review is not warranted under RAP 13.4(b)(1) or (2).

Nor is review warranted by the "substantial public policy interest in the respect for jury verdicts," argued by Petitioners. *Pet.Rev.* at 17. The Court of Appeals found that the jury had not been properly instructed, and that the instructions permitted the jury to find verdicts based on a contract under which Petitioners had no right to sue. It does not respect jury verdicts to allow them to stand when they are based on improper legal grounds. There is no public interest in upholding such verdicts, and thus no basis for review under RAP 13.4(b)(4).

V. CONCLUSION

For all the foregoing reasons, the Petition for Review should be DENIED.

Dated at Seattle, WA, this 30th day of April, 2014.

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CERTIFICATE OF SERVICE

I, Maggie Mae Nicholson, legal assistant to Sullivan Law Firm, hereby certify that I served the within Respondents' Answer to Petition for Review upon counsel for Petitioners, Thomas J. Seymour, as follows:

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