

RECEIVED
SUPREME COURT
STATE OF WASHINGTON
Jul 30, 2015, 12:55 pm
BY RONALD R. CARPENTER
CLERK

E OF
RECEIVED BY E-MAIL

NO. 91958-5

SUPREME COURT OF THE STATE OF WASHINGTON

TILLMAN CARR, individually; CAL FARRER and JENELL FARRER, a marital community; KUO-YING FRENZEL, individually; JULIE GANAS, individually; WILLIAM B. MINAGLIA, individually; DARRYL and ROSE HUDSON, a marital community; KEITH PETERSON, individually; KATHRYN DEBERNARDI, individually; KATHERINE MEADE, individually; ROB and SHARA COFFMAN, a marital community; and PAMELA SMITH, individually,

Appellants,

v.

THE STATE OF WASHINGTON, by and through the WASHINGTON STATE LIQUOR CONTROL BOARD, a board of the State of Washington and the WASHINGTON STATE DEPARTMENT OF REVENUE, a department of the State of Washington,

Respondents.

ANSWER TO PETITION FOR REVIEW

ROBERT W. FERGUSON
Attorney General

Frona Woods, WSBA # 18728
Assistant Attorney General
Licensing & Admin. Law Division
OID # 91029
P.O. Box 40110
Olympia, WA 98504-0110
(360) 586-2644

Charles Zalesky, WSBA # 37777
Kelly Owings, WSBA # 44665
Assistant Attorneys General
Revenue Division
OID # 91027
P.O. Box 40123
Olympia, WA 98504-0123
(360) 753-5528

ORIGINAL

TABLE OF CONTENTS

I. INTRODUCTION.....1

II. IDENTITY OF RESPONDENTS.....1

III. RESTATEMENT OF THE ISSUES.....1

IV. RESTATEMENT OF THE CASE.....2

V. REASONS WHY THE COURT SHOULD DENY REVIEW.....7

 A. This Case Does Not Involve Significant Questions Of
 Law Under The State Or Federal Constitutions.....8

 1. The Court Of Appeals' Decision Does Not Violate
 The Separation Of Powers Doctrine.....8

 2. The Contract Liquor Store Owners' Other
 Arguments Do Not Raise Significant Constitutional
 Questions.....10

 B. This Case Meets None Of The Remaining Criteria Of
 RAP 13.4.(b).....13

VI. CONCLUSION.....16

TABLE OF AUTHORITIES

Cases

Braam ex rel. Braam v. State,
150 Wn.2d 689, 81 P.3d 851 (2003)..... 8, 16

Carr v. State,
No. 46590-6-II (Wash. Ct. App. June 4, 2015) passim

Fedway Marketplace West, LLC v. State,
183 Wn. App. 860, 336 P.3d 615 (2014)..... 14

Roe v. Teletech Customer Care Mgmt. (Colo.) LLC,
171 Wn.2d 736, 257 P.3d 586 (2011)..... 14

Schatz v. Dep't of Soc. & Health Servs.,
178 Wn. App. 16, 314 P.3d 406 (2013)..... 9

U.S. Oil Trading, LLC v. State,
159 Wn. App. 357, 249 P.3d 630 (2011)..... 14

Wash. Ass'n for Substance Abuse & Violence Prevention v. State,
174 Wn.2d 642, 278 P.3d 632 (2012)..... 3, 10, 14

Statutes

Laws of 2012, ch. 2 (Init. 1183)..... 2, 3, 10

Laws of 2012, ch. 2, § 101..... 3

Laws of 2012, ch. 2, § 102 (*codified at RCW 66.24.620*)..... 4, 5

Laws of 2012, ch. 2, § 303 (*codified as a note to RCW 66.24.620*)..... 4, 7, 12

RCW 34.05.330 9

RCW 34.05.570(4)(b) 9

RCW 66.24.620 7, 10, 11

RCW 66.24.620(1).....	5
RCW 66.24.620(1), (2).....	4
RCW 66.24.620(6)(b).....	passim
RCW 66.24.630(3)(c).....	6
RCW 66.44.090.....	4

Other Authorities

S.B. Rep. on S.B. 6204, 61st Leg. Reg. Sess. (Wash. 2010), available at http://lawfilesexternal.wa.gov/biennium/2009-10/Pdf/Bill%20Reports/Senate/6204%20SBA%20LCCP%2010.pdf (last visited July 27, 2015).....	14
---	----

Rules

RAP 13.4.....	1, 13, 15
RAP 13.4(b)(1), (2).....	16
RAP 13.4(b)(3).....	13
RAP 13.4(b)(4).....	13, 16

I. INTRODUCTION

Discretionary review is not warranted here. This case involves straightforward issues of contract law and statutory interpretation. The Court of Appeals resolved those issues correctly, in accordance with its own precedents and those of this Court. This case involves no significant constitutional question and no issue of substantial public interest. This Court should deny discretionary review under RAP 13.4.

II. IDENTITY OF RESPONDENTS

Respondents are the Washington State Liquor Control Board ("Board") and the Washington State Department of Revenue ("Department").

III. RESTATEMENT OF THE ISSUES

Should this Court grant discretionary review, the following issues would be presented:

1. Did the Board breach its contracts with the Contract Liquor Store Owners, when the contracts were terminated according to their own terms?
2. Did Initiative 1183 unconstitutionally impair the contracts between the Board and the Contract Liquor Store Owners, when the

contracts were terminated according to their own terms and the Contract Liquor Store Owners were operating in a heavily-regulated industry?

3. Did the Contract Liquor Store Owners have any enforceable property right under their contracts that was unconstitutionally taken without just compensation, when the contracts were terminated according to their own terms and the Contract Liquor Store Owners had only a unilateral expectation that the voters would not withdraw the Board's authority to perform?

4. Did Initiative 1183 impliedly create a private cause of action for damages against the state, where no language in the statute directs compensation to former contract liquor store managers?

5. Did the Department violate Initiative 1183's requirement in Section 303 to develop rules and procedures to address constitutional claims of impaired contracts, where an agency has no authority to adjudicate constitutional claims, and the Department advised all former contract liquor store managers of their right to bring such claims in superior court?

IV. RESTATEMENT OF THE CASE

In 2011, Washington voters approved Initiative 1183, which privatized liquor distribution and sales in Washington. Laws of 2012, ch. 2. Before its passage, only the state, acting through the Board, could

sell and distribute distilled spirits. *Wash. Ass'n for Substance Abuse & Violence Prevention v. State*, 174 Wn.2d 642, 648, 278 P.3d 632 (2012). The Board sold spirits to retail customers and restaurants through state liquor stores and through closely regulated contract liquor stores, which were private businesses that sold liquor on the Board's behalf under contracts with the Board. *Id.*

A few years before Initiative 1183 appeared on the ballot, liquor privatization advocates began proposing legislation and initiatives to modify liquor regulation in Washington. *See generally id.* at 649. Two liquor privatization initiatives came before Washington voters in the 2010 general election, but failed to pass. A third liquor privatization initiative, Initiative 1183, was filed in the Office of the Secretary of State on May 26, 2011. Laws of 2012, ch. 2, at 199. That initiative passed in November 2011 and became fully effective on June 1, 2012.

The primary purpose of Initiative 1183 was to get the state government out of the business of selling liquor. *Wash. Ass'n for Substance Abuse & Violence Prevention*, 174 Wn.2d at 649–50; Laws of 2012, ch. 2, § 101. Section 102 of the law authorized the Board to take the steps needed to complete the transition from the former state-controlled system to the new private licensee system by June 1, 2012, and directed the Board to stop selling liquor as of that date. Laws of 2012, ch. 2, § 102

(codified at RCW 66.24.620). After that date, only persons licensed as spirits retailers could sell packaged distilled spirits to consumers. *See* RCW 66.24.620(1), (2); RCW 66.44.090.

Among other things, the Initiative directed the Board to employ “just and reasonable measures to avert harm to interests of tribes, military buyers, and nonemployee liquor store operators under then existing contracts for supply by the board of distilled spirits.” RCW 66.24.620(6)(b). Section 303 of Initiative 1183 (codified as a note to RCW 66.24.620) directed the Department to “develop rules and procedures to address claims that this act unconstitutionally impairs any contract with the state and to provide a means for reasonable compensation of claims it finds valid.”

After Initiative 1183 was filed with the Secretary of State, but before it was enacted, the Board entered into contracts with each of the appellant Contract Liquor Store Owners permitting them to operate contract liquor stores. CP 126-489. Each contract was for a five-year term but included a clause permitting early termination of the contract “[i]n the event that the [Board’s] authority to perform any of its duties relating to this Contract is withdrawn.” CP 149, 182, 215, 248, 281, 315, 348, 381, 414, 447, 480. This clause was triggered when the voters approved Initiative 1183 and withdrew the Board’s authority to sell and

distribute liquor. Laws of 2012, ch. 2, § 102(2), (6)(a) (codified at RCW 66.24.620(2), (6)(a)).

The Board began the orderly transition to the new system immediately after the election, and employed measures to avert harm to interests of contract liquor store operators. CP 706–08. For example, the Board invested staff time in developing a proposed Contract Amendment that it sent to each Contract Liquor Store Owner in January 2012. CP 494–512; *see* CP 777–78. Among other things, the proposed amendment allowed the Contract Liquor Store Owners to begin soliciting and delivering to restaurant “licensees,” which would otherwise have purchased liquor from state liquor stores, before private distributors were allowed to begin sales. CP 495, 497, 499, 501, 503, 505, 508, 510, 512; *see* RCW 66.24.620(1) (private distributors may begin sales March 1, 2012). Most of the Contract Liquor Store Owners agreed to the amendment. *See* CP 494–512. Only appellants Carr and Farrer did not.

In the spring of 2012, the Board invested staff time in developing a proposed agreement allowing the Contract Liquor Store Owners to purchase their existing inventory of state-owned liquor at a reduced price if they wished to continue in business as private licensed spirits retailers

after the new system took effect on June 1, 2012.¹ CP 513–557; *see* CP 753–54, 768. All of the Contract Liquor Store Owners signed the agreement. CP 513–557. Under the agreement, the Board paid the Contract Liquor Store Owners for each day their stores were closed for final inventory, and allowed the Contract Liquor Store Owners to delay final payment for the liquor until several weeks after they began sales as private licensed spirits retailers under the new system. *Id.*

After several months of operating under the new system, the Contract Liquor Store Owners sued the Board and the Department for monetary damages they allegedly suffered as a result of Initiative 1183. The parties filed cross-motions for summary judgment. The Contract Liquor Store Owners' motion sought a partial summary judgment on liability, leaving the issue of damages for trial. CP 645. The Thurston County Superior Court granted the state's motion and entered a final judgment dismissing all claims. CP 814–20, 824–27. The Contract Liquor Store Owners sought direct review in this Court, which transferred the case to Division II of the Court of Appeals.

The Court of Appeals affirmed the superior court in all respects. *Carr v. State*, No. 46590-6-II (Wash. Ct. App. June 4, 2015) (Pet. for

¹ A "grandfathering" provision in Initiative 1183 permitted contract liquor stores to qualify for the new spirits retail licenses without meeting some of the criteria required of other license applications. RCW 66.24.630(3)(c).

Review, App. A). It concluded that the Board had not breached its contracts with the Contract Liquor Store Owners, and that Initiative 1183 did not unconstitutionally impair the contracts or result in a taking of property. *Carr v. State*, No. 46590-6-II, slip op. at 5-9 (Wash. Ct. App. June 4, 2015). Applying its own precedents and those of this Court, the Court of Appeals held that neither RCW 66.24.620 nor Section 303 of Initiative 1183 created an implied cause of action allowing the Contract Liquor Store Owners to sue the state for damages, and that the Department had not violated Section 303. *Id.* at 9-14.

V. REASONS WHY THE COURT SHOULD DENY REVIEW

This case involves ordinary issues of contract law and statutory interpretation. The Court of Appeals' rejection of the Contract Liquor Store Owners' interpretation of Initiative 1183 does not make this a constitutional case. This case involves events that happened in the past, that will not recur, and that affected only a small group of people. It does not present an issue of substantial public interest supporting discretionary review.

A. This Case Does Not Involve Significant Questions Of Law Under The State Or Federal Constitutions

1. The Court Of Appeals' Decision Does Not Violate The Separation Of Powers Doctrine

The Court of Appeals held that neither RCW 66.24.620(6)(b) nor Section 303 of Initiative 1183 creates a private cause of action for damages. *Carr*, slip op. at 9–14. According to the Contract Liquor Store Owners, the Court of Appeals' decision violates the constitutional separation of powers doctrine because it “held the Initiative provided the executive branch the sole discretion to decide whether the executive branch had complied with the statute.” Pet. at 6; *see id.* at 6, 12–13, 20. That is not what the court did.

In their complaint, the Contract Liquor Store Owners sought only damages and other monetary relief. CP 51–52. The courts of this state use a three-part test to determine whether a statute impliedly creates a private cause of action for damages: (1) Is the plaintiff within the class for whose especial benefit the statute was enacted, (2) does the legislative intent support creating or denying a remedy, and (3) is implying a remedy consistent with the underlying purpose of the legislation? *Braam ex rel. Braam v. State*, 150 Wn.2d 689, 711, 81 P.3d 851 (2003) (no implied private cause of action against state agency for alleged violations of child welfare statutes); *Schatz v. Dep't of Soc. & Health Servs.*, 178 Wn. App.

16, 29–30, 314 P.3d 406 (2013) (no implied private cause of action against state agency for alleged violations of comparable worth statutes), *review denied*, 180 Wn.2d 1013 (2014). The Court of Appeals properly applied that test, rejected the arguments in the Contract Liquor Store Owners’ petition, and held that the statute did not create a private cause of action for damages. *Carr*, slip op. at 9–14; *see* Pet. at 7–9.

The Contract Liquor Store Owners contend that the Court of Appeals “interpreted the statute to unilaterally prevent review by the judiciary with regard to whether the executive branch complied with the requirements of the Initiative.” Pet. at 12–13; *see id.* at 1. The Court of Appeals did no such thing. It held only that the Contract Liquor Store Owners did not have a cause of action for monetary damages. The Contract Liquor Store Owners could have pursued other remedies. If they believed that the Board was not complying with RCW 66.24.620(6)(b) during the transition to a privatized liquor sales system, they could have filed an action under the Administrative Procedure Act to compel performance of a duty required by law to be performed. RCW 34.05.570(4)(b). If they believed the Department was violating Section 303 by not adopting rules, they could have filed a petition for rulemaking under RCW 34.05.330 followed by judicial review if necessary. Instead, the Contract Liquor Store Owners waited until after

the new system was in place to sue for damages. Their choice does not turn an ordinary issue of statutory interpretation into a constitutional separation of powers issue.

2. The Contract Liquor Store Owners' Other Arguments Do Not Raise Significant Constitutional Questions

The Contract Liquor Store Owners' remaining constitutional arguments merely express disagreement with the Court of Appeals' interpretation of RCW 66.24.620 and their contracts with the Board. Pet. at 13–20. The Court of Appeals' interpretation was proper and needs no correction from this Court.

First, the Contract Liquor Store Owners contend their contracts with the Board were unconstitutionally impaired or taken because Initiative 1183 terminated the contracts without their consent. Pet. at 14–15. In fact, the contracts contained an express provision allowing the Board to terminate the contracts if its authority to sell liquor was withdrawn. *See, e.g.*, CP 149 (Carr contract); *Carr*, slip op. at 2. At the time the contracts were being finalized, Initiative 1183 had already been filed with the Secretary of State, and liquor privatization measures had recently been on the ballot. *See* Laws of 2012, ch. 2, at 199 (initiative filed on May 26, 2011); *Wash. Ass'n for Substance Abuse & Violence Prevention*, 174 Wn.2d at 649. Thus, not surprisingly, the Contract Liquor

Store Owners' contracts anticipated that the Board's authority to perform could be withdrawn. Initiative 1183 withdrew the Board's authority and triggered the termination provision in the contracts. The Court of Appeals recognized this and rejected the Contract Liquor Store Owners' attempt to turn ordinary contract terms into constitutional issues. *Carr*, slip op. at 5–9. This Court should reject that attempt as well.

Second, the Contract Liquor Store Owners contend that the Court of Appeals' rejection of their interpretation of Initiative 1183 circumvents the right of the People to enact legislation through the initiative process of the Washington Constitution. Pet. at 7; *see id.* at 11–12. According to the Contract Liquor Store Owners, RCW 66.24.620 created a mandatory "Alleviate Harm Fund" that requires the state to pay them money to insulate them from the economic effects of Initiative 1183, and Section 303 of the Initiative directed the Department to set up a claims process for compensating them. Pet. at 3–4, 9, 16–17.

The Court of Appeals properly concluded that the voters did not intend the Contract Liquor Store Owners' interpretation of Initiative 1183 because the statutory language does not support it.

RCW 66.24.620 directed the Board to take the actions needed to complete the transition to a privatized liquor sales system by June 1, 2012. It provides, in relevant part:

(5) All sales proceeds under this section, net of direct sales expenses and other transition costs authorized by this section, must be deposited into the liquor revolving fund.

(6)(a) The board must complete the orderly transition from the current state-controlled system to the private licensee system of spirits retailing and distribution as required under this chapter by June 1, 2012.

(b) The transition must include, without limitation, a provision for applying operating and asset sale revenues of the board to just and reasonable measures to avert harm to interests of tribes, military buyers, and nonemployee liquor store operators under then existing contracts for supply by the board of distilled spirits, taking into account present value of issuance of a spirits retail license to the holder of such interest. The provision may extend beyond the time for completion of transition to a spirits licensee system.

Section 303 of Initiative 1183 provides:

The department of revenue must develop rules and procedures to address claims that this act unconstitutionally impairs any contract with the state and to provide a means for reasonable compensation of claims it finds valid, funded first from revenues based on spirits licensing and sale under this act.

The Court of Appeals recognized that RCW 66.24.620(6)(b) does not use the term “compensation.” Instead, it directed the Board to take “measures” to avert harm, a term that encompasses the non-monetary actions that the Board took to help the Contract Liquor Store Owners during the transition to privatization. *Carr*, slip op. at 11. The Court further recognized that the term “avert harm” suggests anticipatory and proactive action, not retroactive compensation. *Id.* at 11–12. Finally, the

Court of Appeals recognized that, to the extent Section 303 addresses compensation, it is only for claims that Initiative 1183 “unconstitutionally impairs any contract with the state,” not claims under RCW 66.24.620(6)(b). *Id.* at 14. The Court concluded that the Contract Liquor Store Owners would not be entitled to relief under Section 303 because Initiative 1183 did not impair their contracts with the Board, as discussed above. *Id.*

The Contract Liquor Store Owners identify no error in the Court of Appeals’ statutory analysis. Their disagreement with the result reached by the Court of Appeals does not make this a constitutional case.

This case does not involve a significant question of law under the Constitution of the State of Washington or of the United States. Consequently, it does not meet the criteria of RAP 13.4(b)(3).

B. This Case Meets None Of The Remaining Criteria Of RAP 13.4.(b)

The Contract Liquor Store Owners argue that this case presents an issue of substantial public interest under RAP 13.4(b)(4) because it involves the interpretation of a statute enacted through the initiative process. Pet. at 7–9. The mere fact that this case arises from a law passed by a ballot initiative does not create an issue of substantial public interest justifying discretionary review under RAP 13.4. Laws enacted through a

ballot initiative are entitled to no greater judicial scrutiny than statutes passed through the normal legislative process. See *Wash. Ass'n for Substance Abuse & Violence Prevention*, 174 Wn.2d at 654; *Roe v. Teletech Customer Care Mgmt. (Colo.) LLC*, 171 Wn.2d 736, 746-47, 257 P.3d 586 (2011). This Court has denied review in other cases involving initiatives, including Initiative 1183. See *Fedway Marketplace West, LLC v. State*, 183 Wn. App. 860, 336 P.3d 615 (2014) (rejecting former state liquor landlords' claims related to implementation of Initiative 1183), *review denied*, 182 Wn.2d 1013 (2015); see generally *U.S. Oil Trading, LLC v. State*, 159 Wn. App. 357, 249 P.3d 630 (2011) (rejecting plaintiff's interpretation of Initiative 960), *review denied*, 171 Wn.2d 1025 (2011).

The Contract Liquor Store Owners also urge that this case requires this Court's attention because of the financial effects of Initiative 1183 on small businesses. Pet. at 17-20. They support their argument with a summary of citizen testimony from a 2010 legislative staff report about a liquor privatization bill that failed in the Legislature, a summary they incorrectly characterize as statements of a "Senate Committee" on the effects of Initiative 1183. Pet. at 17-18.² The fact that citizens testified

² The Senate Bill Report that the Contract Liquor Store Owners cite is S.B. Rep. on S.B. 6204, 61st Leg. Reg. Sess. (Wash. 2010), available at <http://lawfilesexternal.wa.gov/biennium/2009-10/Pdf/Bill%20Reports/Senate/6204%20SBA%20LCCP%2010.pdf> (last visited July 27, 2015).

against an unsuccessful liquor privatization bill during a 2010 legislative hearing is not evidence that this case regarding an initiative passed in 2011 warrants discretionary review under RAP 13.4.

The Court of Appeals understood that the Contract Liquor Store Owners' sales dropped as a result of Initiative 1183, and that some owners closed or sold their stores. *Carr*, slip op. at 3; *see id.* at 9. But the court emphasized that the people were very specific regarding their intent in enacting the Initiative. *Id.* at 12. The Court of Appeals examined the 15 purposes listed in Section 101 of Initiative 1183, but found no indication that the voters intended to compensate former contract liquor store owners for all economic damages suffered from its enactment. *Id.* at 12–13.

This case involves events that happened in the past, that will not recur, and that affected only a small group of people who had entered into contracts with the Board allowing termination of those contracts in the event the Board's authority to perform was withdrawn. Approximately 160 contract liquor store managers sold liquor on behalf of the Board before Initiative 1183 took effect. *See Pet.* at 7. Eleven of them are appellants in this case. Three other contract liquor store managers are plaintiffs in a case that has been stayed pending the outcome of this

appeal.³ Thus, this case affects less than ten percent of the small group of contract liquor store managers affected by the privatization of Washington's liquor system.

This Court should reject the Contract Liquor Store Owners' attempt to turn an ordinary question of statutory interpretation that affects just a few businesses into an issue of substantial public interest. This case does not meet the criteria for discretionary review under RAP 13.4(b)(4).⁴

VI. CONCLUSION

This case was about whether the Board properly terminated its contracts with the Contract Liquor Store Owners in accordance with the contract terms, and whether Initiative 1183 created an implied cause of action for damages under the test set out by this Court in *Braam ex rel. Braam v. State*. The Court of Appeals and the Thurston County Superior Court properly resolved those issues in favor of the state. Nothing in the

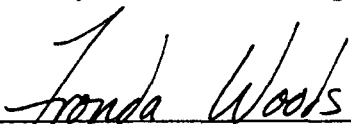
³ *Ferrel v. State of Washington*, Thurston County Superior Court No. 12-2-02678-2 (stayed Dec. 6, 2013).

⁴ The Contract Liquor Store Owners have identified no conflict between the Court of Appeals' decision and any decision of this Court or the Court of Appeals. Thus, this case does not meet the criteria of RAP 13.4(b)(1) or (2).

Court of Appeals decision warrants further review. Accordingly, this Court should deny the Contract Liquor Store Owners' petition for review.

RESPECTFULLY SUBMITTED this 30th day of July 2015.

ROBERT W. FERGUSON
Attorney General of Washington



FRONDA WOODS, WSBA # 18278
CHARLES ZALESKY, WSBA # 37777
KELLY OWINGS, WSBA # 44665
Assistant Attorneys General
Attorneys for Respondents
OID # 91029

DECLARATION OF SERVICE

I, Dianne S. Erwin, declare that I sent a copy of this document, **Answer to Petition for Review**, to be served on all parties or their counsel of record by agreement of the parties via Electronic mail and US Mail Postage Prepaid on the date below and as follows to:

Robert A Dunn
Kevin Roberts
Dunn Black & Roberts
111 North Post, Suite 300
Spokane, WA 99201-0705
Email: bdunn@dunnandblack.com
kroberts@dunnandblack.com

Charles Zalesky
Kelly Owings
Attorney General of Washington
Revenue Division
PO Box 40123
Olympia, WA 98504-0123
Email: chuckz@atg.wa.gov
kellyo2@atg.wa.gov

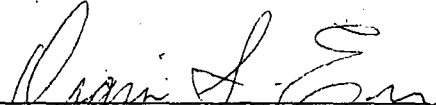
Stanley Perdue
41 Camino De Los Angelitos
Galisteo, NM 87540
Email: perduelaw@me.com

Filed electronically with:

Supreme Court Clerk
Ronald R. Carpenter
Email: supreme@courts.wa.gov

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

DATED this 30 day of July 2015.


DIANNE S. ERWIN, Legal Assistant

OFFICE RECEPTIONIST, CLERK

To: Erwin, Dianne (ATG)
Cc: bdunn@dunnandblack.com; kroberts@dunnandblack.com; perduelaw@me.com; Zalesky, Chuck (ATG); Owings, Kelly (ATG); Woods, Fronda (ATG); Shairulla, Bibi (ATG); Zilinskas, Candy (ATG)
Subject: RE: Carr v. State; Supreme Ct. No. 91958-5

Received July 30, 2015.

Supreme Court Clerk's Office

Please note that any pleading filed as an attachment to e-mail will be treated as the original. Therefore, if a filing is by e-mail attachment, it is not necessary to mail to the court the original of the document.

From: Erwin, Dianne (ATG) [mailto:DianneE1@ATG.WA.GOV]
Sent: Thursday, July 30, 2015 12:54 PM
To: OFFICE RECEPTIONIST, CLERK
Cc: bdunn@dunnandblack.com; kroberts@dunnandblack.com; perduelaw@me.com; Zalesky, Chuck (ATG); Owings, Kelly (ATG); Woods, Fronda (ATG); Shairulla, Bibi (ATG); Zilinskas, Candy (ATG)
Subject: Carr v. State; Supreme Ct. No. 91958-5

Please see attached: Answer to Petition for Review, for filing in this case:

Case name: Carr v. Washington State

Case Number: 91958-5

-Filed by Dianne S. Erwin for

Attorney: Fronda Woods, 360-586-2644, WSBA # 18728

Thank you.

Dianne S. Erwin

Legal Assistant 4

Office of the Attorney General

Licensing and Administrative Law Division

PO Box 40110, Olympia WA 98504-0110

360-753-2261

~ Please print only when necessary ~

THIS EMAIL AND ANY ATTACHMENTS IS INTENDED ONLY FOR THE NAMED ADDRESSEE(S). THIS EMAIL AND ANY ATTACHMENTS MAY CONSTITUTE A PRIVILEGED ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT. REVIEW, DISSEMINATION, OR USE OF THIS TRANSMISSION OR ITS CONTENTS BY PERSONS OTHER THAN THE ADDRESSEE(S) MAY BE PROHIBITED. IF YOU RECEIVE THIS MESSAGE IN ERROR, PLEASE DELETE IT.