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IN THE SUPREME COURT OF
THE STATE OF WASHINGTON

COURT OF APPEALS, DIVISION III, NO. 339858

MICA CRAIG,

Respondent,

vs.

WAL-MART STORES, INC.,

Petitioner.

ANSWER TO PETITION FOR REVIEW

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I. INTRODUCTION

While shopping in the self-service garden center of his local Wal-Mart store, Respondent Mica Craig was bitten by a rattlesnake. The Clarkston Wal-Mart is in an area widely known for rattlesnakes. Rather than taking precautions to ensure that snakes were not a hazard, Wal-Mart operated its garden center in a manner that enticed snakes onto the property where customers located and handled their purchases. In other words, Wal-Mart caused the condition that made the presence of the snake foreseeable, then placed Mr. Craig in a position to be bitten when handling the mulch he was purchasing. These facts invoke two clear exceptions to the notice rule laid out on the Restatement of Torts and corresponding case law: 1) that the specific unsafe condition is foreseeably inherent in the nature of the owner's or occupier's business or mode of operation, and 2) that the owner or occupier caused the hazardous condition.

Wal-Mart owes a duty of ordinary care to its invitees. The scope of that duty was the ultimate question before the trial court. Mr. Craig presented evidence establishing that Wal-Mart created the conditions making the presence of rattlesnakes within its garden center foreseeable and that Wal-Mart did not take reasonable precautions to

minimize, or even warn its self-service customers of, the resulting foreseeable risk.

Mr. Craig agrees with the analogy Wal-Mart presented to the Appellate Court; that the mere “presence of sharks in the ocean” does not, in and of itself, make a city on the shore liable for shark bites. However—taking that analogy to the next level—given the well-known fact that sharks are drawn to blood, if that city is aware of the presence of sharks nearby and were to, for example, dump or allow the dumping of blood-saturated products (such as chum for fishing) into an area adjacent to its swimming area, reasonable persons could find that the city caused the conditions that led to a shark attack. Summary judgment proceedings are fact-specific exactly because such specific scenarios are rarely captured in prior case law.

As to Wal-Mart’s denial of foreseeability, it is extremely telling that when advised only that someone had been bitten by a snake “in the parking lot,” the manager of its garden center immediately envisioned the pallets of dirt in the garden center, the exact—and obviously foreseeable—location of Mr. Craig’s injury. Despite that customers are forced into direct contact with products on pallets, his only surprise was that the victim was a customer, rather than an

employee tasked with moving dirt and pallets. This testimony alone is sufficient to create a question of fact regarding foreseeability.

Moreover, while Mr. Craig's injury occurred at a local Wal-Mart store, that location does not operate in a vacuum. Wal-Mart is a multi-national corporation. There is evidence of multiple snakebite injuries occurring in the outdoor garden centers of other Wal-Mart stores located in areas where snakes are also prevalent. As such, even without a specific reported incidence of a snakebite at the Clarkston Wal-Mart location, Wal-Mart is on notice of the specific risk under similar conditions in its stores.

The trial court was required to view all evidence in the light most favorable to Mr. Craig and to deny the motion if there were material questions of fact. To the contrary, the trial court wholly ignored Mr. Craig's evidence and expert's opinions in favor of Wal-Mart's. Failure to view the evidence under the proper standard resulted in the error of granting summary judgment to Wal-Mart. The Appellate Court agreed and reversed the trial court. Accordingly, Mr. Craig respectfully requests this Court affirm the Appellate Court reversal of the trial court's order granting summary judgment and remand for further proceedings.

II. COUNTER-STATEMENT OF THE CASE

On Friday, May 11, 2012, Mr. Craig travelled to the Clarkston, Washington Wal-Mart to purchase a bag of mulch. CP 199-200. Once he arrived, he drove to the outdoor garden center. Id. Entering the area where mulch was merchandised for sale on pallets, Mr. Craig bent down to identify a price located on the lower portion of the wooden pallet on which the mulch was stacked. CP 215. The pallets sat approximately 3" from the ground and 6" to 8" apart. CP 55; CP 100. Wal-Mart's policy as to spacing pallets is 12-18" apart. CP 103. Mr. Craig bent down to clear debris, blocking the price with his hand, and as he did so the snake bit him, clinging on to his hand. CP 200. Mr. Craig yelled, shaking the snake off his hand and stomping on it with his foot. Id.

Wal-Mart had set up its garden center in the parking lot away from the main store, adjacent to tracts of undeveloped land, with no fence or other barrier between. CP 211-213.The area is so commonly known as a natural habitat for rattlesnakes that various landmarks contain the word rattlesnake. CP 217. Rattlesnakes are known to be more active in the spring and summer months when they have left their winter dens. CP 196. The garden center is in place from the months of March to July. CP 70. Rodent (a common source of food for snakes) sightings are a common

occurrence at Wal-Mart. CP 69-70; CP 86; CP 102; CP 114. Mousetraps are set up inside the main building and on the perimeter. CP 70.

Both the main store and garden center are self-service. CP 84, p. 16:12-25 ("Usually you have a driveway, line up pallets on the side. Make rows, basically so people can drive down the rows or shop down the rows."); CP 99, pp. 13:22-14:6:

> And generally, as a rule, we keep it to where pallets don't go over shoulder length. The ones that are for the customers, we don't want them reaching all the way up and pulling things down. I'm afraid that they might fall on their head or, you know, hit somebody, because they don't know how heavy these bags can be. They're just pulling down, and all of a sudden, they realize it's too heavy; they can't handle it. And we don't want that over their heads, so we try to keep them at shoulder—shoulder height.

CP 100, p. 16:12-19 ("We're asking them to lift it too many times. So they try to make it easier by having the parking lot."). CP 115, p. 14:1-4 (Q: "Were other people in the parking lot shopping with some of the other merchandise?" A: "Yeah. They were picking up flowers. Maybe somebody on the end was picking up soil."). There is no valid argument that the Wal-Mart garden center is not a self-service operation.

Wal-Mart has stores throughout the U.S., including Florida and Louisiana – areas commonly known to be inhabited by snakes. Multiple Wal-Mart customers have experienced snakebites <u>in the outdoor garden centers</u> of these similarly situated locations. CP 223-229. Companywide

safety and operational policies are governed by Wal-Mart's corporate office and are available and accessible to employees "under the wire" on its online corporate policy listing site. See CP 55, pp. 14:21-15:17; CP 71, pp. 22:16-23:4. The Clarkston Wal-Mart set up its garden center pursuant to the direction of its corporate policies. CP 211-213. Perhaps aware of Wal-Mart's history of garden center snakebites, the manager of the Clarkston Wal-Mart's garden center was not at all surprised:

> I was inside the store. I was inside the garden center area. And – I don't know who it was, whether it was a customer or another associate or whatever, but somebody said somebody got bit in the parking lot by a snake. My first reaction was, had to be one of our people, because I had given them orders to move pallets around and move dirt around. And so if anybody was going to get bit, it was going to be one of ours. And then they just told me, no, it was a customer.

CP 98, p. 8:15-25; CP 105, pp. 36:23-37:9. Mr. Craig was taken to a nearby clinic and given ice to treat the bite. CP 177. His hand became very swollen, prompting him to seek emergency care at a local hospital, where he was admitted. CP 45-46; CP 57-58. Mr. Craig incurred over $100,000 in unreimbursed medical bills. CP 2, ¶ 10.

III. ARGUMENT AND AUTHORITY

A. Standard of Review

A court must deny summary judgment when a party raises a material factual dispute. Smith v. Safeco Ins. Co., 150 Wn.2d 478, 485-

486, 78 P.3d 1274, 1276 (2003), at 485-486. The legal inquiry shapes what is a material fact. Id., at 486. A genuine issue is one upon which reasonable people may disagree; a material fact is one controlling the litigation's outcome. Keck v. Collins, 181 Wn.App. 67, 90, 325 P.3d 306, 317 (Div. 3 2014), affirmed at 184 Wn.2d 358, citing Ranger Ins. Co. v. Pierce County, 164 Wn.2d 545, 552, 192 P.3d 886 (2008). "A trial is not useless, but is absolutely necessary where there is a genuine issue as to any material fact." Keck, supra; Babcock v. State, 116 Wn.2d 596, 599, 809 P.2d 143 (1991). Only where reasonable minds could reach but one conclusion may summary judgment be granted. LaMon v. Butler, 112 Wn.2d 193, 199, 770 P.2d 1027 (1989); Klinke v. Famous Recipe Fried Chicken, Inc., 94 Wn.2d 255, 256-57, 616 P.2d 644 (1980). Where different, competing inferences may be drawn from the evidence, the issue must be resolved by the trier of fact. VersusLaw, Inc. v. Stoel Rives, L.L.P., 127 Wn.App. 309, 320, 111 P.3d 866, 871 (Div. 1 2005), citing Hudesman v. Foley, 73 Wn.2d 880, 889, 441 P.2d 532 (1968). If the trial court fails to apply the proper standard, the Appellate Court must overturn summary judgment. See Keck, supra at 93; Lamon v. McDonnell Douglas Corp., 91 Wn.2d 345, 353, 588 P.2d 1346, 1350 (1979); see also Smith, supra at 486.

B. Mr. Craig is relieved from establishing notice if an exception to the general notice rule applies.

In overturning the trial court's grant of summary judgment, the Appellate Court carefully limited its holding to avoid inconsistency with related precedent, making clear that Wal-Mart "cause[d] a reasonably foreseeable hazardous condition" that relieved Mr. Craig of proving actual or constructive notice. Craig v. Wal-Mart Stores, Inc., 2016 Wn.App. 2963, *6. The Appellate Court went on to state:

> "[o]ur holding today does not impose potential liability on all self-service businesses operating in rattlesnake country. Most businesses have walls and door that generally prevent wild animals, including rattlesnakes, from entering. Potential liability is limited to only those situations where the business owner fails to take reasonable care to prevent rattlesnake bites." Id., at *7.

The parties do not dispute that under the general notice rule, the property owner is required to have actual or constructive notice before a legal duty is found. Restatement (Second) of Torts, § 343. Wal-Mart simply ignores the two well-established exceptions to the general rule laid out in Iwai v. State, 129 Wn.2d 84, 98-102, 915 P.2d 1089, 1095-1097 (1996).

Under the first exception, initially adopted in the context of customer injuries in self-service stores, if a specific unsafe condition is "foreseeably inherent in the nature of the business or mode of operation," plaintiffs need not prove notice for liability to be imposed. Pimentel v. Roundup Co., 100 Wn.2d 39, 666 P.2d 888 (1983). The basis for the

exception is that in choosing a self-service method of sale, an owner is charged with the knowledge of the foreseeable risks inherent in its mode of operation. Iwai, at 99, citing Ciminski v. Finn Corp., 13 Wn.App. 815, 818-19, 537 P.2d 850, review denied, 86 Wn.2d 1002 (1975). This Court previously stated that there must be a relation between the hazardous condition and the self-service mode of operation of the business, but in Ingersoll v. DeBartolo, Inc., 123 Wn.2d 649, 654, 869 P.2d 1014 (1994), this Court "minimized the importance of that quote," holding that "self-service is not the key to the exception." Id. The new focus became "whether the nature of the proprietor's business and his methods of operation are such that the existence of unsafe conditions on the premises is reasonably foreseeable." Ingersoll, 123 Wn.2d at 654 (quoting Pimentel, 100 Wn.2d at 49). The Iwai Court explained that "strict application of the notice requirement would unfairly allow [the defendant] to plead ignorance about each patch of ice causing an injury, despite its general knowledge of the situation. Iwai, supra, at 101. Because Iwai raised factual questions regarding the foreseeability of the dangerous conditions and whether defendants fulfilled their duty in light of the foreseeability of the risk, summary judgment was denied. Id., at 101-102.

The second exception to the general notice requirement applies where the owner causes the hazardous condition. Id., at 102, citing Carlyle

v. Safeway Stores, Inc., 78 Wn.App. 272, 275, 896 P.2d 750 (1995). The Iwai Court held if the plaintiff could prove that the defendant created the ice by plowing the lot in a negligent manner, that the notice requirement was waived. Id., citing Falconer v. Safeway Stores, Inc., 49 Wn.2d 478, 480, 303 P.2d 294 (1956) ("The rule requiring such notice is not applicable where the dangerous condition of the premises was created in the first instance by the occupant . . . . One is presumed to know what one does.").

Here, the Appellate Court considered the following evidence:

- the garden center was set apart from the main store in the parking lot near several tracts of undeveloped land;

- the garden center was set up from March through July, the time of year that rattlesnakes are moving outside of their winter dens;

- the store is in an area commonly known as rattlesnake habitat;

- the garden center was not separated by a fence or other barrier from the undeveloped tracts;

- rodent/mouse sightings are common at the property;

- the pallets in the garden center where the snake was encountered were stacked close together in such a manner as to provide shade and potential hiding places for snakes; and

- the garden center is self-service, such that customers are required to pick-up their products directly from the pallets.

Dr. Daniel Beck opined that the above circumstances increased the likelihood of customer encounters with snakes and that Wal-Mart failed to take reasonable precautions to address the risk. CP 194-196. That Wal-Mart's expert presented a contrary opinion is of no consequence. The trial court appears to have prematurely and improperly weighed the credibility of the parties' experts on this exact and ultimate issue of fact for the jury. See Morinaga v. Vue, 85 Wn.App. 822, 828, 935 P.2d 637, 640-641 (Div. 3, 1997) ("Summary judgment is not proper when credibility issues involving more than collateral matters exist."); Amend v. Bell, 89 Wn.2d 124, 129, 570 P.2d 138, 141 (1977), citing Balise v. Underwood, 62 Wn.2d 195, 381 P.2d 966 (1963) (the court should not resolve a genuine issue of credibility at a summary judgment hearing. If such issue is present, the motion should be denied. An issue of credibility is present if there is contradictory evidence or the movant's evidence is impeached.")

The Appellate Court promptly and properly set aside Wal-Mart's denial that the garden center is "self-service" where it employees testified to exactly such a mode of operation. CP 84, p. 16:12-25; CP 99, pp. 13:22-14:6; CP 100, p. 16:12-19; CP 115, p. 14:1-4. Wal-Mart created the perfect conditions to attract rattlesnakes to its garden center—and knowing that customers in multiple other Wal-Mart Corporate stores have experienced snake bites in its corporate-designed outdoor garden centers

located in areas heavily populated with snakes—did not even bother to provide warning signs or create some barrier to hinder them.

The Appellate Court held that Wal-Mart had a duty of reasonable care to protect its invitees from the danger of snakebites because its mode of operating a self-service, open-air garden center in snake country created the risk and the injuries were foreseeable. As noted above, so foreseeable was the danger that Anthony Torelli, the garden center manager of the lawn and garden center at the time of Mr. Craig's injury (CP 98, p. 8:15-25), was not at all surprised that someone had been bitten by a snake. CP 105, pp. 36:23-37:9. Without any information other than that someone had been bitten by a snake "in the parking lot," he immediately drew a connection to the pallets of dirt in the garden center, the exact—and clearly foreseeable—location of Mr. Craig's injury. He did not testify to any surprise that someone had been bitten by a snake, only that the victim was a customer, rather than an employee tasked with moving dirt and pallets. Mr. Torelli's testimony makes clear that this event was not "so highly extraordinary or improbable" as to be wholly beyond the range of expectability, foreclosing the possibility of summary judgment. Johnson v. State, 77 Wn.App. 934, 942 894 P.2d 1366 (Div. 1, 1995) ("The trial court may determine an event as unforeseeable as a matter of law only if the occurrence is *so highly extraordinary or improbable* as to be wholly

beyond the range of expectability. Otherwise, the question of foreseeability is a question for the trier of fact.”).

Summary judgment is a fact-specific inquiry with those facts and all reasonable inferences viewed in the light most favorable to the non-moving party. It would be inequitable to allow Wal-Mart to hide behind denial of a specific reported incident of a snake in one location where corporate Wal-Mart governs its company wide safety and operational policies. E.g. Morrison v. Kappa Alpha Psi Fraternity, 738 So. 2d 1105 (La. Ct. App. 1999). In Morrison, the court determined that a national fraternity owed a duty to protect a pledge from injuries caused during a local chapter's hazing activities when the national organization was aware of prior hazing activities. The national fraternity was "responsible for all that [went] on in its chapters, as it ha[d] the right to control intake, expel or suspend members, and revoke charters," had officers and alumni advisors responsible for auditing and supervising local chapters' compliance with fraternity rules; and had educational programs and workshops "to address the problem of hazing." Id., at 1118. A similar concept holds a principal liable for the negligence of another when the principal controlled or had the right to control activities “from whence the actionable negligence flowed” and caused injury to another. See Kroshus v. Koury, 30 Wn.App. 258, 264, 633 P.2d 909, 912 (Div. 1, 1981).

Wal-Mart insists there had been no other snakebite incidents at its Clarkston property, yet the garden center manager was utterly unfazed by such a report. Wal-Mart Corporate is aware of multiple, similar injuries, yet directed its stores to create the conditions that made the presence of snakes and their bites more likely. CP 223-229.

Dr. Beck is a PhD in Ecology and Evolutionary Biology with specific knowledge and expertise related to rattlesnakes. CP 194. He described their common habitat, travel and shelter habits, and the conditions created by Wal-Mart that made it more likely that rattlesnakes would be enticed to travel and shelter where they could come into contact with customers, creating a material question of fact as to whether Wal-Mart caused the injurious conditions. CP 194-196.

Wal-Mart's expert, Professor Kenneth Kardong, came to the entirely speculative, unsupported, and contrary conclusion that "someone brought [the rattlesnake] there." CP 282. That the parties' experts came to entirely different conclusions as to the conditions that caused Mr. Craig's injury is sufficient to create a question of fact precluding dismissal.

Wal-Mart continues to hang its hat on the lack of notice, but under either exception to the general notice rule, reasonable jurors could find that Wal-Mart created the hazardous condition that harmed Mr. Craig, and/or that Wal-Mart's mode of operation resulted in a foreseeable risk

that Wal-Mart failed to address. The Appellate Court properly reversed the trial court's grant of summary judgment.

C. Restatement § 344 does not eliminate the two exceptions to the general notice requirement.

Wal-Mart infers that Section 344 eliminates the well-established exceptions outlined above. There is no basis for that inference.

> A possessor of land who holds it open to the public for entry for his business purposes is subject to liability to members of the public while they are upon the land for such a purpose, for physical harm caused by the accidental, negligent, or intentionally harmful acts of third persons or animals, and by the failure of the possessor to exercise reasonable care to
>
> (a) discover that such acts are being done or are likely to be done, or
>
> (b) give a warning adequate to enable the visitors to avoid the harm, or otherwise to protect them against it.

Restatement (Second) of Torts, § 344. The plain language of Section 344 is intended to limit liability for the "harmful acts of third persons or animals" that the land possessor discovered or should have discovered and warned or protected against. Comment f to Section 344 makes clear that nothing in the language is intended to limit liability for the land possessor's own harmful acts or conditions it created, if those acts or created conditions resulted in an injury by a third person [or animal]. See McKown v. Simon Prop. Grp, Inc., 182 Wn.2d 752, 344 P.3d 661 (2015):

> Since the possessor is not an insurer of the visitor's safety, he is ordinarily under no duty to exercise any care until he knows or has reason to know that the acts of the third person are occurring, or

> are about to occur. He may, however, know or have reason to know, from past experience, that there is a likelihood of conduct on the part of third persons in general which is likely to endanger the safety of the visitor, even though he has no reason to expect it on the part of any particular individual. *If the place or character of his business, or his past experience*, is such that he should reasonably anticipate careless or criminal conduct on the part of third persons, either generally or at some particular time, he may be under a duty to take precautions against it, and to provide a reasonably sufficient number of servants to afford a reasonable protection.

Id., at 768. The McKown Court clarified that "comment f, like section 344 itself contemplates two kinds of situations that may give rise to a duty to protect its visitors from third persons—the first is where the landowner knows or has reason to know of immediate or imminent harm, and the second is where the possessor of land knows, or has reason to know, based on the landowner's past experience, the place of the business, or the character of the business, there is a likelihood that harmful conduct of third parties will occur on his premises." Id. There is nothing to suggest that animal behavior was not intended to be included as part of the statutory analysis. Restatement § 344 is clear in its intent not to eliminate the exceptions to the notice rule where the "place of the business, or the character of the business," (i.e. hazardous conditions created and/or known and maintained by the owner or occupant) are the cause of the injury.

Notice is for the purpose of showing that the occupant was aware of the condition of the premises, which was created by others, and

negligently permitted it to continue thereafter. Falconer v. Safeway Stores, 49 Wn.2d 478, 479-480, 303 P.2d 294, 296 (1956) ("The rule requiring such notice is not applicable where the dangerous condition of the premises was created in the first instance by the occupant. The negligence in the instant case consists of creating a dangerous condition, not in permitting it to continue. One is presumed to know what one does.") Negligence is a question for the jury unless a court can say, as a matter of law, that no negligence was shown. Id. at 481. The factors at play in § 344 are the same as those in support of the two notice exceptions outlined above and are subject to the same foreseeability analysis. McKown, supra, at 766-767.

The McKown Court clarifies that the language of section 344 "narrows the duty inquiry to whether the specific acts in question were foreseeable rather than whether the landowner should have anticipated any act from a broad array of possible criminal behavior *or from past information from any source that some unspecified harm is likely*." Id. Regardless of whether sections 343 or 344, the question of foreseeability remains a question for the trier of fact. Nivens v. 7-11 Hoagy's Corner, 133 Wn.2d 192, 205, 943 P.2d 286 (1997); Hansen v. Friend, 118 Wn.2d 476, 824 P.2d 483 (1992); Johnson, 77 Wn.App. at 942.

The parties agree there is no analogous Washington case and instead cite to out of state authority with closer factual scenarios. See, e.g. Overstreet v. Gibson Product Co., 558 S.W.2d 58, 61-62 (Tex. Civ. App. San Antonio, 1977). In Overstreet, the court found a retailer not liable for a snakebite where there was no evidence that the defendant knew of the snake's presence. Significantly, however, the Overstreet court explained that if there had been "evidence to support the inference that defendant had reason to know that the snake was present *or might reasonably be expected to be present*, thus creating a danger for a person in plaintiff's class," then summary judgment would not be appropriate. Id., at 62.

In its analysis, the Overstreet court cited to DeLuce v. Fort Wayne Hotel, 311 F.2d 853 (6th Cir., 1962), where evidence capable of supporting an inference did exist and created a duty. Id. (court found rat bite foreseeable and hotel had a duty to prevent the injury with evidence of rats in the alley and sidewalk adjoining the hotel, but no rats seen inside). The DeLuce case is the closest factual scenario to the one before this Court, and even its facts are less compelling than the evidence here, that Wal-Mart itself caused the hazardous condition.

As to foreseeability, the trial court in Mr. Craig's matter held:

> Nothing in this case indicates that there was any relation between the snake which inflicted the injury and Walmart's mode of operation of its business. There has been no evidence produced

> that Walmart enticed or encouraged patrons to handle snakes in the garden center or pick up sticks in the parking lot as part of its business operations.
>
> …
>
> There is simply no evidence whatsoever of any snake activity of any kind anywhere on the premises of this particular Walmart store and a complete lack of evidence that Walmart's mode of business operations would somehow encourage or promote invitees to encounter and interact with wild animals.

CP 273-274. Quite contrary to the trial court's statement, this is exactly the evidence that Mr. Craig presented through Dr. Beck (that Wal-Mart's operation of the garden center encouraged and did not prevent snake activity in an area where customers were likely to encounter them). Without such authority, the trial court apparently weighed the credibility of experts on ultimate issues of fact. Morinaga, supra; Amend, supra; Balise, supra.

Moreover, the trial court asked the wrong question in denying evidence of snakes being seen on the premises. The correct question is—based upon Wal-Mart's mode of business operations in the garden center—given the common knowledge of rattlesnakes in the vicinity and numerous occurrences of snakebites at its other garden center locations, was it reasonably foreseeable that snakes could be present, and did Wal-Mart take reasonable, or any, precautions to avoid creating a danger or to warn and protect its customers.

IV. CONCLUSION AND RELIEF REQUESTED

The Appellate Court's reversal holding in this matter is extremely limited, it taking care not to create a strict liability standard for businesses or to run afoul of precedent in circumstances where there is no evidence that the defendant itself created the hazardous condition at issue.

Mr. Craig carried his burden of establishing genuine issues of material fact as to whether, under the particular facts and circumstances present here, Wal-Mart created the conditions that caused the injury, the injury was foreseeable, and Wal-Mart had a duty to take reasonable precautions to protect him from a rattlesnake bite in its garden center. The trial court erred in its application of the law and its failure to view the facts and all reasonable inferences in the light most favorable to Mr. Craig. Accordingly, Mr. Craig respectfully requests this Court affirm the Appellate Court ruling reversing the trial court's order granting summary judgment to Wal-Mart and remand the case to the trial court for further proceedings.

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RESPECTFULLY SUBMITTED this 6th day of February, 2017.

FREY BUCK, P.S.

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CERTIFICATE OF SERVICE

The undersigned certifies under the penalty of perjury according to the laws of the State of Washington that on this date I caused to be served in the manner noted below a copy of ***Answer to Petition for Review*** on:

Troy Nelson
Randall Danskin
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Spokane, WA 99201
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[ ] Via Facsimile
[X] Via Electronic Mail
[ ] Via Certified Mail, Return Receipt Requested
[ ] Via Messenger

DATED this 6th day of February, 2017, at Seattle, Washington.

_s/ Lia Maria Fulgaro_______________
Lia Maria Fulgaro, Paralegal