No. 97083-1

(Court of Appeals No. 76490-0-I)

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

ZURICH AMERICAN INSURANCE COMPANY,
Respondent/Cross-Appellant

vs.

LEDCOR INDUSTRIES (USA) INC.,
Appellant

RESPONDENT NORTH PACIFIC INSURANCE COMPANY'S ANSWER TO APPELLANT'S PETITION FOR REVIEW

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Respondent is North Pacific Insurance Company. ("North Pacific")

II. COURT OF APPEALS DECISION

The Court of Appeals (Division One) filed an unpublished decision on December 10, 2018 that affirmed the trial court's order of July 11, 2011 granting North Pacific Summary judgment. After rulings on motions to reconsider, the Court filed its current decision of March 18, 2019. There was no substantive change regarding North Pacific between the two decisions. In affirming the order of summary judgment in favor of North Pacific, the Court of Appeals followed *Hartford Ins. Co. v. Ohio Cas.,*[1] and held that summary judgment was appropriate because the North Pacific policy limited coverage to ongoing operations and the complaint alleged damages long after North Pacific's insured, The Painters, had ceased its operations.[2]

III. COUNTERSTATEMENT OF ISSUE PRESENTED FOR REVIEW

When (1) the North Pacific Policy limited additional insured coverage to claims for damages arising out of the ongoing operations of the named insured; when (2) the underlying complaint alleged damages occurring long after the named insured ceased its operations; and when (3)

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[1] 145 Wn.App. 765,778, 189 P.32d 195 (2008).
[2] Court of Appeals Decision of March 18, 2019 at pages 25-26.

in the 2008 *Hartford* case, the Court of Appeals held that "ongoing operations" language excludes "operations coverage" and limits coverage to the subcontractors' work in progress only, did the Court of Appeals appropriately affirm the summary judgment in favor of North Pacific?

IV. COUNTERSTATEMENT OF THE CASE

A. The Admiral Way Project and Lawsuit

This case arises out of the construction of a mixed-use commercial project called the "The Admiral Condominiums" (the "Project") located at 2331 42nd Avenue, SW in Seattle, Washington. The owner and developer, Admiral Way, LLC ("Admiral Way"), hired Petitioner Ledcor as the general contractor for the Project. [3] Ledcor, in turn, subcontracted with other contractors to complete the project, including North Pacific named insured, The Painters.

On December 3, 2001, Ledcor hired The Painters to install a weatherproofing system on the balconies and courtyards at the Project. [4] The subcontract between Ledcor and The Painters contained the following provision regarding insurance obligations during construction:

> ARTICLE 11
> INSURANCE
>
> 11.1 SUBCONTRACTOR'S INSURANCE. Prior to the start of the Subcontract Work, the

[3] CP 5796.
[4] CP 5825.

> Subcontractor shall procure for the Subcontract Work and maintain in force Workers Compensation Insurance, Employer's Liability Insurance, Comprehensive Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance on an occurrence basis, and any other insurance required of Subcontractor under the Subcontract.
>
> [T]he Contractor, Owner and other parties as required shall be named as additional insured on each of these policies except for Workers' Compensation.
>
> The Subcontractor's insurance shall include contractual liability insurance covering the Subcontractor's obligations under this Subcontract. [5]

A separate provision of the subcontract, which did not require that Ledcor or anyone else be named as an additional insured, required The Painters to maintain separate completed operations coverage for at least one year after completion of its work, substantial completion or the time requirements of the subcontract. [6] The subcontract also included an indemnification addendum, which provided that The Painters agreed to defend and indemnify Ledcor for claims "arising from, resulting from or connected with work performed or to be performed under [the] Subcontract[.]" [7]

On March 14, 2003, the City of Seattle issued a Certificate

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[5] CP 5832.
[6] CP 5833.
[7] CP 5876.

of Occupancy to Admiral Way for the Project. [8] Four years later, on July 12, 2007, the AWCA filed a Complaint and a List of Known Construction Defects in King County Superior Court, naming Admiral Way as defendant. [9] The AWCA Complaint alleged construction defect damage beginning at or after construction was complete:

> As a result of Declarant's acts and omissions, ***property damage to the Condominium has occurred to that part of real property on which contractors or subcontractors working on Declarant's behalf have completed their operations.*** Such property damage has also occurred to that part of real property that must be restored, repaired, or replaced because of the work of others performed on Declarant's behalf. The property damage is continuous and ongoing throughout the Condominium. ***Damages may have commenced at or shortly after the completion of each building or element of infrastructure, and may be continuing to the present.*** [10]

On September 4, 2007, Admiral Way answered the AWCA's complaint and filed a Third-Party Complaint against Ledcor.[11] In August 2008, Ledcor commenced this lawsuit in a separate action against numerous subcontractors, including The Painters. On July 28, 2009, Ledcor, Admiral Way and the AWCA allegedly settled their claims in the underlying litigation for $4.7 million. [12]

B. North Pacific's Policy Language

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[8] CP 5890, 5896.
[9] CP 5898, 5907.
[10] CP 5900 (emphasis added).
[11] CP 5879.
[12] Brief of Appellant at 2.

Pursuant to the terms of the subcontract, The Painters obtained a commercial general liability policy from North Pacific for the policy period beginning December 26, 2001 and ending December 26, 2002. [13] The declarations did not name Ledcor an additional insured under the policy. [14] The policy included an additional insured endorsement, but it only applied to The Painters' "Ongoing Operations:

> **AUTOMATIC ADDITIONAL INSUREDS INCLUDING COMPLETED OPERATIONS TO THE EXTENT REQUIRED BY AN INSURED CONTRACT**
>
> This endorsement modifies insurance provided under the following:
>
> **COMMERCIAL GENERAL LIABILITY COVERAGE PART**
>
> The following is added to WHO IS AN INSURED (Section II):
>
> 1. To the extent it is required by the terms of an "insured contract" which requires you to add by endorsement as an additional insured or organization, WHO IS AN INSURED (Section II) is amended to include as an insured such person or organization ("additional insured") but only with respect to:
>
>   (a) Vicarious liability ***arising out of your ongoing operations performed for the additional insured***; or

[13] CP 5914.
[14] *Id.*

(b) Liability arising out of any act or omission of the additional insured for which you have entered into an enforceable "insured contract" which obligates you to indemnify the additional insured, or to furnish insurance coverage for the additional insured, ***and arising out of your ongoing operations for that additional insured.***

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

2. This insurance does not apply to "bodily injury," or "property damage" occurring after:

(a) ***All work***, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs), ***to be performed by or on behalf of the additional insured at the site of the coverage operations has been completed; or***

(b) ***That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person*** or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This exclusion does not apply to the extent that an "insured contract" requires that you assume the tort liability of the additional insured arising out of a risk that would otherwise be excluded by this exclusion. [15]

C. North Pacific Investigates Ledcor's Tender and Reaches a Coverage Decision

[15] CP 5952 (emphasis added).

Contrary to Ledcor's claims, Ledcor's only tender to North Pacific occurred on May 24, 2010. [16] On that day, Ledcor's counsel Richard Martens wrote North Pacific an Insurance Fair Conduct Act ("IFCA") 20-day notice letter, demanding that North Pacific defend and indemnify Ledcor for the underlying construction defect claims as an additional insured under The Painters' CGL policy. [17] The letter alleged that Ledcor had previously tendered the claim to North Pacific on March 10, 2009, and that North Pacific denied the tender or failed to respond in violation of Washington law.[18]

On May 28, 2010 (four days later), North Pacific promptly responded to Ledcor's May 24 tender letter. [19] Senior Claims Analyst Bernadette Harrington advised Mr. Martens (1) that North Pacific never received the alleged March 2009 tender letter from Ledcor [20] and (2) that there was no coverage under The Painters' CGL policy because Ledcor was not identified as an additional named insured and the additional

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[16] CP 5973.
[17] *Id.*
[18] *Id.*
[19] CP 5976.
[20] In the summary judgment proceedings below, Ledcor offered a purported March 2009 tender letter from Ledcor to North Pacific written by Ledcor's former counsel, Timothy Blood. However, in reply, North Pacific showed that while it received a tender from Admiral Way, LLC, in February 2009, the claim log did not record any tender letter from Ledcor in March 2009 and that there was no copy of any March 2009 tender letter from Ledcor in the file. *See* CP 6042.

insured endorsement only applied to "ongoing operations." [21] Despite the apparent lack of coverage, Ms. Harrington invited Ledcor to provide additional information regarding any claim Ledcor wanted to make. [22]

D. The Trial Court Dismisses North Pacific

On or about June 10, 2010, Ledcor amended its third-party complaint in this matter to name North Pacific as a third-party defendant, alleging claims for declaratory relief, breach of contract, breach of the obligation of good faith and fair dealing, bad faith refusal to defend, and IFCA and CPA violations. [23]

On June 10, 2011, North Pacific moved for summary judgment dismissal of Ledcor's third-party claims on a number of grounds including that Ledcor was not named as an additional insured in the policy and that there was no coverage under *Hartford* because the additional insured endorsement limited coverage to liability arising out of The Painters' ongoing operations and the AWPA Complaint alleged damages that arose at or after completion. [24]

On July 8, 2011, the trial court properly granted North Pacific's motion on each contractual and extra-contractual claim and dismissed

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[21] CP 5976.
[22] *Id.*
[23] CP 5798-03.
[24] CP 5767-75.

North Pacific from the lawsuit. [25]

E. The Court of Appeals Affirms the Dismissal of North Pacific

As noted above, the Court of Appeals (Division One) filed an unpublished decision on December 10, 2018 that affirmed the trial court's order of July 11, 2011 granting North Pacific Summary judgment. After rulings on motions to reconsider, the Court filed its current decision of March 18, 2019. There was no substantive change regarding North Pacific between the two decisions. In affirming the order of summary judgment in favor of North Pacific, the Court of Appeals followed *Hartford Ins. Co. v. Ohio Cas.*,[26] and held that summary judgment was appropriate because the North Pacific policy limited coverage to ongoing operations and the complaint alleged damages long after North Pacific's insured, The Painters, had ceased its operations.[27]

V. ARGUMENT WHY REVIEW SHOULD BE DENIED

Under the standards governing acceptance of review, Supreme Court review of the Court of Appeals decision to affirm dismissal of North Pacific is unwarranted. The decision to dismiss North Pacific was correct. That decision was consistent with the policy language, was consistent with the allegations in the underlying complaint, and was

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[25] CP 6043-48.
[26] 145 Wn.App. 765,778, 189 P.32d 195 (2008).
[27] Court of Appeals Decision of March 18, 2019 at pages 25-26.

consistent with the *Hartford* case – which was applicable Washington precedent. Given that the Court of Appeals affirming the dismissal of North Pacific is in harmony with the *Hartford* case and does not conflict with any decision of the Washington Supreme Court or Court of Appeals, given that there is no significant question of constitutional law presented, and given that the case against North Pacific did not involve an issue of substantial public interest, the Petition for Review should be denied.

A. Standards Governing Acceptance Of Review Compel Rejection Of The Petition

RAP 13.4 sets forth the considerations governing acceptance of review:

> **(b) Considerations Governing Acceptance of Review.** A petition for review will be accepted by the Supreme Court only:
>
> (1) If the decision of the Court of Appeals is in conflict with a published decision of the Supreme Court; or
>
> (2) If the decision of the Court of Appeals is in conflict with a published decision of the Court of Appeals; or
>
> (3) If a significant question of law under the Constitution of the State of Washington or of the United States is involved; or
>
> (4) If the petition involves an issue of substantial public interest that should be determined by the Supreme Court.

RAP 13.4(b).

Petitioner does not substantially address those considerations. Instead Petitioner simply argues the matter was wrongly decided and argues that the *Hartford* case should be overruled. The problem for Petitioner is that nothing in the petition shows that the Court of Appeals incorrectly interpreted the policy language or the relevant Washington authority.

B. The Petition Should Be Rejected Because The Decision Of The Court Of Appeals Was Correct And Does Not Conflict With Any Decision Of The Supreme Court Or The Court Of Appeals

The Court of Appeals decision does an excellent job of explaining the Court's affirmation of the order dismissing North Pacific, and a review of that explanation from the Court of Appeals shows why its decision to dismiss North Pacific was correct.

First, the Court of Appeals accurately summarized North Pacific's argument regarding why there was no duty to defend, and stated its agreement with North Pacific's position:

> North Pacific contends that their policy with The Painters only provided automatic additional insured coverage for "ongoing operations" and not "completed operations." Consequently, because Ledcor was not a named additional insured, North Pacific had no duty to provide a defense to Ledcor as an additional insured because the operations performed by The Painters were completed operations. We agree with North Pacific.[28]

[28] Court of Appeals Decision of March 18, 2019 at page 25.

Second, the Court of Appeals identified the *Hartford* case as controlling authority and noted that the North Pacific policy contained the same coverage limitation as was present in the *Hartford* case:

> North Pacific relies on this court's decision in Hartford Ins. Co. v. Ohio Cas. Ins. Co., 145 Wn.App. 765,778, 189 P.3d 195 (2008), where we concluded that the term "ongoing operations" was an express coverage limitation in the policy and endorsement language that was intended to avoid "broad coverage for an additional insured." Specifically, we held "ongoing operations" language excludes "completed operations" coverage and limits coverage to the "'subcontractors' work in progress only." Hartford, 145 Wn.App. at 778. The plain language of the North Pacific policy contains this same limitation.[29]

Third, the Court of Appeals explained that the plain language of the North Pacific policy limited coverage to ongoing operations just as was true in the *Hartford* case:

> Section one of the "additional insured" endorsement in The Painters' policy limits additional insured coverage to when it "is required by the terms of an 'insured contract'" and includes as an insured such person or organization "only with respect to: (a) Vicarious liability arising out of your ongoing operations performed for the additional insured; or (b) Liability arising out of any act or omission or the additional insured ... arising out of your ongoing operations for that additional insured. Thus, as in Hartford, the plain language of the first

[29] Court of Appeals Decision of March 18, 2019 at page 25.

> section explicitly limits coverage to "ongoing operations." See Absher Const. Co. v. N. Pac. Ins. Co., 861 F. Supp. 2d 1236, 1244 (W.D. Wash. 2012) (considering a similar North Pacific policy). (Emphasis original to Court of Appeals)[30]

Fourth and finally, the Court of Appeals affirmed the summary judgment in favor of North Pacific – pointing out that there was no coverage as the complaint alleged damages long after the named insured had ceased ongoing operations, and noting that North Pacific's denial of a defense and coverage was thus not unreasonable, frivolous, or unfounded such that dismissal of the extra-contractual claims against North Pacific was warranted:

> The COA's complaint in the underlying action alleged damages occurring after completion of the buildings, long after the Painters ceased their "ongoing operations." Accordingly, we agree with the trial court that the policy did not cover those claims and North Pacific's denial of a defense and coverage based on this language was not "unreasonable, frivolous, or unfounded." We affirm summary judgment.

Review should be denied because that decision to affirm dismissal of the claims against North Pacific does not conflict with any decision of the Washington Supreme Court or the Washington Court of Appeals.

As discussed above, the decision in this case is fully consistent with the precedent set out in *Hartford*, and *Hartford's* reasoning has been

[30] Court of Appeals Decision of March 18, 2019 at pages 25-26.

relied on by the Washington Court of Appeals and the U.S. District Court to uphold an insurer's denial of additional insured coverage for claims for damages arising after a subcontractor's work is complete where, as was true of North Pacific, the policy contained an ongoing operations clause.[31]

The Petitioner appears to recognize that *Hartford* is controlling precedent and that the decision to dismiss North Pacific is consistent with *Hartford*, but still asserts that the Court of Appeals affirmation of summary judgment to North Pacific is in conflict with *American Best Food, Inc. v. Alea London Ltd,*[32]and with *Woo v. Fireman's Fund Insurance Co.*[33] Petitioner is wrong.

Neither *Alea* nor *Woo* addressed the policy language of the North Pacific policy and those cases did not address whether an additional insured endorsement limited coverage to damages arising from a subcontractor's ongoing operations. By contrast, in *Alea* the court was called upon decide whether a complaint alleging post-assault negligence fell under an insurance policy's assault and battery exclusion,"[34] and *Woo* concerned whether a malpractice insurer had a duty to defend an oral

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[31] See *Lewark v. Davis Door Servs., Inc.*, 180 Wn. App. 239, 244, 321 P.3d 274 (2014), *review denied*, 180 Wn.2d 1026, 328 P.3d 902 (2014); *Absher Constr. Co. v. North Pacific, Ins. Co.*, 861 F. Supp. 2d 1236, 1240 (W.D. Wash. 2012); *Davis v. Liberty Mut. Group*, 814 F. Supp. 2d 1111, 1120 (W.D. Wash. 2011).
[32] 168 Wn.2d 398, 229 P.3d 693 (2010)
[33] 161 Wn.2d 43, 164 P.3d 454 (2007).
[34] *Alea*, 168 Wn.2d at 402.

surgeon who performed a practical joke while he was doing a dental procedure.[35]

Further, the general propositions for which the Petitioner cites to *Alea* and *Woo* are not in conflict with the Court of Appeals decision as to North Pacific, and the Court of Appeals cited both those cases in discussing the duty to defend.[36] Petitioner cites to *Woo* for the statement that an insurer may not deny a defense based "on an equivocal interpretation of case law," and to *Alea* to quote the standards applicable when there was no Washington case directly on point and when the law of other states presents a legal uncertainty regarding the duty to defend.[37] But those general principles raise no conflict in the present matter because there was no "equivocal interpretation of case law" in the present case and there was not an absence of Washington case law – instead, the *Hartford* case was directly on point.

In addition there is no conflict because insurers do not have an unlimited duty to defend, and the duty to defend "is not triggered by claims that clearly fall outside the policy.[38]" Further, when an insurer correctly denies a duty to defend, there can be no bad faith claim based on

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[35] *Woo*, 161 Wn.2d at 48.
[36] Court of Appeals Decision of March 18, 2019 at pages 25-26.
[37] Petition for Review at 15-16.
[38] *United Servs. Auto Ass'n v. Speed*, 179 Wn.App, 184, 196 317 P.3d 352 (Wash.App. 2014) (holding that "When an insurer correctly denies a duty to defend, there can be no bad faith claim based on that denial.").

that denial.[39] The Court of Appeals affirming dismissal of North Pacific was consistent with those rules, not in conflict with *Alea* and Woo, and was mandated by the plain language of the policy and the precedent set out in the *Hartford* case.

Petitioner asks that the Supreme Court accept review to overturn or limit *Hartford*. But there is no call to accept review on that basis.

In the first place, RAP 13.4 does not list a party's disagreement with applicable precedent as a consideration governing acceptance of review.

In the second place, Washington case law recognizes the importance of stare decisis and in following established precedent. In *State v. Glasmann*, the Washington Supreme Court held, "We will abandon precedent only if it is clearly shown to be incorrect and harmful.[40]" That is consistent with the principals of stare decisis which the Washington Supreme Court has identified as a cornerstone of law that assures that citizens can rely on the rule of law and choose courses of action with a reasonable expectation of legal consequences:

> Stare decisis means, literally, "to stand by things decided." Black's Law Dictionary 1443 (8th ed. 2004). This cornerstone of the common law assures that citizens can rely on the rule of law in decision making. It is especially important in contracting

[39] *Speed*, 179 Wn.App, at 202-203.
[40] *State v. Glasmann*, 183 Wn.2d 117, 124, 349 P.3d 829 (2015).

> where the parties allocate risks and costs. By virtue of stare decisis, courts follow rules laid down in previous judicial decisions unless they contravene principles of justice. See Windust v. Dep't of Labor & Indus., 52 Wn.2d 33, 35-36, 323 P.2d 241 (1958). Stare decisis helps make the system of justice one of unity, assuring that the decisions of courts of last resort are reliable and binding. State v. Ray, 130 Wn.2d 673, 677, 926 P.2d 904 (1996); State ex rel. Wash. State Fin. Comm. v. Martin, 62 Wn.2d 645, 665, 384 P.2d 833 (1963).
>
> Continued adherence to legal principle established in precedent allows citizens to choose courses of action with a reasonable expectation of legal consequences. Crown Controls, Inc. v. Smiley, 110 Wn.2d 695, 704, 756 P.2d 717 (1988). [***48] Without the stabilizing effect of this doctrine, law becomes subject to the whims of current holders of judicial office. In re Rights to Waters of Stranger Creek, 77 Wn.2d 649, 653, 466 P.2d 508 (1970).[41]

In the third place, there has been no showing by Petitioner that the decision in *Hartford* was clearly incorrect and harmful as would be needed to justify overruling that case. Petitioner asserts that *Hartford* was wrongly decided under Washington law and cites an unpublished Ninth Circuit case, *Tri-Star Theme Builders, Inc. v. OneBeacon Ins. Co.*, [42] as support. However, Petitioner fails to point out that *Tri-Star* was decided under Arizona law, not Washington's, and therefore *Tri-Star* is inapplicable.

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[41] *1000 Virginia Ltd. P'ship v. Vertecs*, 158 Wn.2d 566, 596, 146 P.3d 423 (2006).
[42] *Tri-Star Theme Builders, Inc. v. OneBeacon Ins. Co.*, 426 Fed. Appx. 506 (9th Cir. 2011).

Moreover, a later Ninth Circuit opinion applying Washington law expressly relied on *Hartford* to interpret an "other insurance" clause. [43]

Petitioner cites to an outdated decision by the Western District of Washington in *Valley Ins. Co. v. Wellington, LLC*, [44] but that case was decided before *Hartford* and later vacated. Indeed, the District Court in *Absher* expressly disavowed *Wellington* five years later in light of the decision in *Hartford*. [45]

Petitioner also cites to *Standard Fire Ins. v. Blakeslee*[46] for the proposition that there are separate contracts of insurance as to insureds and additional insureds. But whether an insurance contract is looked at as one contract or separate contracts is immaterial because that would not impact the coverage provided by the insurance contract. Under Washington law, if the policy language is clear and unambiguous, courts must enforce it as written and may not modify it or create ambiguity where none exists.[47] Here, regardless of whether or not the policy is considered as one contract or separate contracts, the plain language of the policy only provided coverage to Petitioner for damages arising out of the named insured's

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[43] *See Evanston Ins. Co. v. Westchester Surplus Lines Ins.*, 451 Fed. Appx. 672, 675 (9th Cir. 2011).
[44] *Valley Ins. Co. v. Wellington, LLC*, No. C05-1886RSM, 2006 U.S. Dist. LEXIS 81049, 2006 WL 3030282 (W.D. Wash. Oct. 20, 2006).
[45] *See Absher*, 861 F. Supp. 2d at 1245 n.6.
[46] 54 Wn.App. 1, 771 P.2d 1172 (1989)
[47] *Quadrant Corp. v. Am. States Ins. Co.,* 154 Wash.2d 165, 110 P.3d 733, 737 (2005).

ongoing operations, and overruling *Hartford* would be contrary to Washington law regarding the enforcement of such unambiguous policy terms.

Petitioner cites case law from other jurisdictions for the proposition that an additional insured must be provided the same coverage as a named insured, but no Washington court has adopted that proposition and a blanket requirement that a named insured and its insurer could not contract for some variance in the coverage afforded named insureds and additional insureds would be counter to the freedom to contract and counter to the respect that Washington courts give to the plain language of insurance contracts.

C. The Petition Should Be Denied Because The Decision Does Not Involve A Constitutional Issue Or An Issue of Substantial Public Interest That Should Be Determined By The Supreme Court

Petitioner raises no constitutional issues so there is no basis to grant review based on RAP 13.4(b)(3). Likewise, as to the dismissal of North Pacific, Petitioner has identified no issue of substantial public interest that should be determined by the Supreme Court per RAP 13.4(b)(3). And in regard North Pacific no such issue of substantial public interest exists. As to North Pacific, this case involved the application of unambiguous policy language and settled precedent in a situation where a

general contractor sought coverage under multiple insurance policies from multiple insurers.

VI. CONCLUSION

The Supreme Court should not accept review of the decision to dismiss North Pacific because Petitioner has failed to establish any of the considerations governing acceptance for review. The decision dismissing North Pacific was correct under the policy's plain language and under the precedent set out in the *Hartford* case. The decision is not contrary to any decision of the Court of Appeals or Supreme Court and the petition does not raise an issue of substantial public interest that must be addressed by the Supreme Court.

DATED this 16th day of May, 2019.

Respectfully submitted,

s/Gregory S. Worden

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DECLARATION OF SERVICE

The undersigned certifies under penalty of perjury under the laws of the State of Washington that on May 16 2019 I caused a true and correct copy of the foregoing **Respondent's Answer to Appellant's Petition for Review** in Court of Appeals Cause No. 76490-0-I to be served on the parties below via email per agreement of parties.

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I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. Executed this 16th day of May, 2019 at Seattle, Washington.

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May 16, 2019 - 4:44 PM

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