

FILED  
SUPREME COURT  
STATE OF WASHINGTON  
9/12/2019 2:49 PM  
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Supreme Court No. 97429-2  
Court of Appeals No. 78356-4-I

IN THE SUPREME COURT  
OF THE STATE OF WASHINGTON

STEVEN BURNETT,	)	<b>PETITIONER'S ANSWER TO</b>
	)	<b>RESPONDENT'S MOTION</b>
Respondent,	)	<b>TO STRIKE PETITIONER'S</b>
	)	<b>REPLY IN SUPPORT OF</b>
v.	)	<b>PETITION FOR REVIEW</b>
	)	
PAGLIACCI PIZZA, INC.,	)	
	)	
Petitioner.	)	

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Respondent (“Employee”) moved to strike Petitioner’s (“Employer”) Reply in Support of Petition for Review. Employee argues that Employer failed to address the single issue that Employee asked the Court to review, and merely responded to the arguments in Employee’s answer to the petition for review.

Employer understood that Employee presented an “argument,” not a new or separate issue for review. *See* Respondent’s Response to Petitioner’s Petition for Review at 15 (“If this Court accepts review of Pagliacci’s petition, it should also address Mr. Burnett’s **argument** that the Mandatory Arbitration Policy is unconscionable because it requires arbitration of only the employee’s claims.”) (Emphasis added).

Although not specifically identified as an issue for review, Employer did address Employee’s argument in its reply, as follows:

Employee also argues that the Court of Appeals applied “well established standards” regarding “one-sided” arbitration agreements. Answer at 10. To the contrary, the Court’s decision conflicts with existing precedent holding that parties to an agreement are not required to have “identical” or “mirror” obligations. *Zuver v. Airtouch Commc’ns, Inc.*, 153 Wn.2d 293, 317, 103 P.3d 753, 766-67 (2004); *Romney*, 186 Wn. App. at 742, 349 P.3d at 39. “Washington courts have long held that mutuality of obligation means both parties are bound to perform the contract’s terms—not that both parties have identical requirements.” *Zuver*,

153 Wn.2d at 317, 103 P.3d at 766-767 (citations omitted).

Here, the Handbook obligated Employer to provide numerous benefits and protections to Employee, including paid time off, available medical insurance, employee discounts, and a 401k retirement plan with Employer matching. CP 66-69. The Court of Appeals decision conflicts with *Zuver* and other reported decisions.

Employer submits that the issue of whether Handbook is unconscionably one-sided can properly be addressed along with the issues specifically identified in the Petition for Review. Therefore, the Motion to Strike should be denied.

September 12, 2019.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I certify that on September 12, 2019, I caused a true copy of the foregoing *Petitioner’s Answer to Respondent’s Motion to Strike Petitioner’s Reply in Support of Petition for Review* on the following, by the method indicated:

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DATED this 12th day of September, 2019.

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**September 12, 2019 - 2:49 PM**

**Transmittal Information**

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**Appellate Court Case Number:** 97429-2  
**Appellate Court Case Title:** Steven Burnett, et al. v. Pagliacci Pizza, Inc.

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