Supreme Court No. 999091

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

ABDIKADIR HASSAN, et al.,

Petitioners/Appellants,

v.

GCA PRODUCTION SERVICES, INC.,

Respondent.

RESPONDENT GCA PRODUCTION SERVICES, INC.'S ANSWER TO APPELLANTS' PETITION FOR REVIEW

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I. INTRODUCTION

No fewer than five different administrative or judicial officers[1] have analyzed SeaTac Municipal Code ("SMC") 7.45.010 and determined that GCA Production Services ("GCA") does not provide "rental car services" and is not a "transportation employer" subject to the City of SeaTac (the "City") minimum wage ordinance (the "Ordinance"). Nonetheless, Appellants ask this Court to rehash the same arguments that have been rejected time and again. But Appellants have not identified a single decision of this Court, or any other, that conflicts with the Court of Appeals' decision here. Nor have Appellants articulated any issue of substantial public interest that should be determined by the Washington Supreme Court. Appellants simply disagree not only with the opinion of the Court of Appeals, but also with the decision of every other forum that has considered this issue.

Appellants' Petition for Review should be denied because it does not and cannot meet any test for discretionary review under RAP 13.4(b). The Court of Appeals' interpretation of the municipal ordinance at issue is wholly consistent with rules of statutory construction enunciated in each of the decisions of this Court relied on by Appellants. The Court of

[1] Seven, if each member of the unanimous Court of Appeals panel is counted.

Appeals' claim preclusion analysis also does not conflict with any decision of this Court and is not dispositive of the issues in this case.

The Court of Appeals' ruling is sound and does not warrant further review.

II. STATEMENT OF ISSUES

1. Whether the Court of Appeals' interpretation of SMC 7.45.010 conflicts with a decision of this Court or a published decision of the Court of Appeals?

2. Whether the Court of Appeals' claim preclusion analysis conflicts with a decision of this Court?

3. Whether Appellants' Petition for Review identifies any issue of substantial public interest that should be addressed by this Court?

III. STATEMENT OF THE CASE

The facts of this case are set forth in the Court of Appeals' decision and are repeated herein only as necessary. *See Hassan v. GCA Prod. Servs., Inc.*, 487 P.3d 203, 206-08 (Wash. Ct. App. 2021).

In 2009, GCA contracted with Avis-Budget Car Rental, LLC ("Avis") to provide on-airport shuttling and off-airport car shuttling services of rental cars in the City. CP 78-79, 81, 124-25. In 2014, the voters of the City, using the City's initiative process, passed the Ordinance requiring only "hospitality employers" and "transportation employers," including rental car businesses, to pay a $15 minimum wage. CP 124; *see* SMC 7.45.010(D), 7.45.010(M), 7.45.010(A). The Ordinance defines a "transportation employer," in part, as any person who "[o]perates or

provides rental car services utilizing or operating a fleet of more than one hundred (100) cars . . . [and] [e]mploys twenty-five (25) or more nonmanagerial, nonsupervisory employees in the performance of that operation." SMC 7.45.010(M)(2).

In 2016, a group of employees filed a purported class action complaint in federal district court, alleging that GCA was a transportation employer and violated the Ordinance by failing to pay the $15 minimum wage. The court determined that GCA was not a transportation employer under SMC 7.45.010(M) and granted summary judgment dismissal of the employees' claims. CP 1380-86. Those plaintiffs did not appeal. This was the first judicial determination in GCA's favor interpreting the applicability of the Ordinance.

A number of GCA employees subsequently filed complaints with the Washington Department of Labor and Industries ("Department") under the Wage Payment Act for failure to pay wages due under the Ordinance. CP 1341, 1388-89. The Department conducted an investigation to determine whether the employer had paid any wage less than that required under "any statute, *ordinance*, or contract." CP 1391 (emphasis in original) (quoting RCW 49.52.050(2)). The Department issued Determinations of Compliance for each complaint. *Id*. In July 2017, the Department determined that GCA did not meet the definition of transportation employer under the Ordinance and was not subject to the minimum wage requirements. *Id.* An Administrative Law Judge agreed and granted summary judgment in favor of GCA and against the claimants who appealed to the Office of Administrative

Hearings. CP 1444-52. These were the second and third determinations in GCA's favor that the Ordinance did not apply to GCA.

In 2018, a group of employees filed this action in Washington Superior Court. GCA moved to dismiss the claims as barred by the doctrines of claim preclusion and issue preclusion. CP 1054-68. The court granted the motion in part and dismissed the claims of 13 of the 59 employees on the basis of claim preclusion. *Id*. The court subsequently granted summary judgment against the remaining employees. CP 1871, 1874. The court determined that GCA is not a transportation employer under the Ordinance because GCA does not provide rental car services. CP 1868, 1871-73. This was the fourth determination in GCA's favor.

On April 5, 2021, the Washington Court of Appeals filed its decision, published in part. In the published portion of its decision, the court affirmed the order granting GCA's motion for summary judgment dismissal of the lawsuit. The Court of Appeals concluded that GCA was not a transportation employer as defined by the Ordinance and was therefore not legally required to pay its employees $15 per hour. This was the fifth determination in GCA's favor interpreting the applicability of the Ordinance. In an unpublished section, the court reversed the superior court's order denying GCA's earlier motion on claim preclusion. The Court of Appeals concluded that 37 appellants who filed wage complaints

with the Department were barred from relitigating their claim against GCA under the doctrine of claim preclusion.

The Court of Appeals granted GCA's motion for publication of the unpublished portion of the decision and filed the published decision on May 24, 2021. Appellants now petition for review by this Court of an issue decided multiple times over—specifically, whether GCA meets the definition of a transportation employer under SMC 7.45.010(M), as well as the Court of Appeals' conclusion that the Department's Determinations of Compliance should be afforded preclusive effect.

IV. ARGUMENT

To meet their burden for discretionary review by the Washington Supreme Court under RAP 13.4(b), Appellants must show that (1) the decision of the Court of Appeals is in conflict with a decision of the Supreme Court; (2) the decision of the Court of Appeals is in conflict with a published decision of the Court of Appeals; (3) the petition involves a significant question of constitutional law; or (4) the petition involves an issue of substantial public interest that should be determined by the Supreme Court. *See Matter of Arnold*, 189 Wn.2d 1023, 408 P.3d 1091, 1092 (2017). Appellants have not satisfied their burden.

A. Division I's Interpretation of SMC 7.45.010 Is Not in Conflict with Any Decision of This Court.

Appellants assert that this decision conflicts with a number of decisions of this Court concerning statutory construction. *See, e.g.*, *Lyft, Inc. v. City of Seattle*, 190 Wn.2d 769, 781, 418 P.3d 102, 108 (2018) (looking to the dictionary for the "usual and ordinary" definition of

"compilation" because the Uniform Trade Secrets Act provided no definition); *Health Ins. Pool v. Health Care Auth.*, 129 Wn.2d 504, 508, 919 P.2d 62, 64 (1996) (the "primary goal in interpreting a statute is to ascertain and give effect to the Legislatures' intent"); *Medcalf v. State, Dep't of Licensing*, 133 Wn.2d 290, 298, 944 P.2d 1014, 1018 (1997) (words not defined by statute are given their "ordinary meaning"); *Lynch v. State*, 19 Wn.2d 802, 812, 145 P.2d 265, 270 (1944) (court "*may consider*" published arguments made in connection with an initiative or referendum (emphasis added)).

The cases Appellants rely on recite general rules of statutory interpretation routinely used by the courts. Notably, rules of statutory construction "are not statements of the law. Rather they are rules in aid of construing legislation and an aid in the process of determining legislative intent." *Johnson v. Cont'l W., Inc.*, 99 Wn.2d 555, 559, 663 P.2d 482, 485 (1983) (noting that the parties relied on different "standard rules of statutory construction yet the cited rules lead to conflicting results"); *see also United States v. Jin Fuey Moy*, 241 U.S. 394, 402, 36 S.Ct. 658, 60 L. Ed. 1061 (1916) ("[E]very question of construction is unique, and an argument that would prevail in one case may be inadequate in another."). Here, the Court of Appeals identified the applicable rules of statutory interpretation and analyzed SMC 7.45.010 according to those principles. *See Hassan*, 487 P.3d at 209-11.

Appellants do not identify a single decision of this Court that actually conflicts with the Court of Appeals' analysis or decision. Nor can

they. Rather, Appellants simply reargue their positions below and disagree with the Court of Appeals' decision to the contrary.

Appellants contend that the decision generally conflicts with this Court's decisions on statutory interpretation because the Court of Appeals "did not correctly interpret its own dictionary definition of 'services.'"[2] Petition at 6-8. For the first time in the three-plus years of this litigation (and never in the prior litigation and/or hearings and appeals before the Department), Appellants assert in their Petition that because the dictionary definition of "services" "includes any business function 'auxiliary' to production or distribution, the breadth of that definition *depends on the definition of 'auxiliary.'*" *Id*. at 6 (emphasis added). Generally, the Court does not consider arguments raised for the first time on appeal. *See e.g.*, *Carrera v. Olmstead*, 189 Wn.2d 297, 302 n.3, 401 P.3d 304 (2017) (declining to consider an argument raised for the first time on appeal); *Lindberg v. Cnty. of Kitsap*, 133 Wn.2d 729, 746, 948 P.2d 805, 813 (1997) (declining to consider "issue raised for the first time on appeal").

In any event, Appellants argue that because "auxiliary" is defined as "differing or providing help, assistance or support," then "rental car *services*" includes performing business functions that "are 'helping, aiding or assisting' the 'distribution of' of rental cars." Petition at 6-7 (emphasis added). Far from being "commonsense," *id.* at 7, Appellants' arguments

[2] Appellants generally cite to *Lyft*, 190 Wn.2d at 781, 418 P.3d at 108, and *Health Insurance Pool*, 129 Wn.2d at 508, 919 P.2d at 64, to support their position.

arising from the insertion of the term "auxiliary" are wrong for at least two independent reasons.

First, Appellants' convoluted interpretation requires definitions of definitions, and does not read the actual words of the initiative "'as the average informed lay voter would read [them].'" *Parents Involved in Cmty. Schs. v. Seattle Sch. Dist., No. 1*, 149 Wn.2d 660, 671, 72 P.3d 151, 157 (2003) (brackets in original) (quoting *W. Petrol. Imps., Inc. v. Friedt*, 127 Wn.2d 420, 424, 899 P.2d 792, 794 (1995)). The Court of Appeals understood that its focus was on "'reading the language of the ordinance in a commonsense manner.'" *Hassan*, 487 P.3d at 210 (quoting *Faciszewski v. Brown*, 187 Wn.2d 308, 320, 386 P.3d 711, 718 (2016)). Accordingly, the court considered the definitions of each of the relevant terms, here, "rental," "services," and "provide," and correctly concluded that, when considered as a whole, "the ordinance's ordinary meaning is an employer that supplies vehicles to renters in exchange for a payment or fee." *Id.* The Court of Appeals' interpretation of "rental car services" does not conflict with any decision of this Court.

Second, Appellants' arguments arising from the insertion of "auxiliary" is wrong because it is capable of no limiting principle. The voters of SeaTac knew that they were applying the Ordinance to companies providing rental car services. They would have no reason to know that the Ordinance would also apply to the plumber repairing Avis's sinks, the independent contractor's IT personnel working on Avis's computer systems, or even the City of SeaTac itself, which is "helping,

aiding or assisting" in the "distribution" of Avis's cars by maintaining the surrounding streets on which Appellants shuttled Avis cars between the airport and Avis's off-site locations. *See Wash. State Dep't of Rev. v. Hoppe*, 82 Wn.2d 549, 555, 512 P.2d 1094, 1098 (1973) (rejecting an interpretation of a property tax statute where a "conscientious voter who read every word . . . would not find a whisper of suggestion" to support the state's theory). In the absence of any such suggestion, there is no reason whatsoever to think that SeaTac's voters would have intended such a result. Moreover, Appellants' new argument leads to absurd results, an independent reason to reject it. *State v. Alvarado*, 164 Wn.2d 556, 562, 192 P.3d 345, 348 (2008) ("Commonsense informs our analysis, as we avoid absurd results in statutory interpretation."); *Bowles v. Wash. Dep't of Ret. Sys.*, 121 Wn.2d 52, 77, 847 P.2d 440, 453 (1993) ("Th[e] court endeavors to avoid statutory interpretations that lead to unlikely, absurd or strained consequences.").

Appellants also contend that Court of Appeals' decision conflicts with this Court's decisions concerning statutory interpretation because the court erroneously distinguished the section of the Ordinance defining "hospitality employer" and failed to consider the Explanatory Pamphlet in its interpretation of "transportation employer."[3] Petition at 8-13. But Appellants' parsing of words in the definition of "hospitality employer" in an attempt to create parallels with the definition of "transportation

[3] Appellants generally cite to *Medcalf*, 133 Wn.2d at 298, 944 P.2d at 1018, and *Lynch*, 19 Wn.2d at 813, 145 P.2d at 270, in support of this assertion.

employer" fails. *See id.* at 8-10. To the point—the definition of "hospitality employer" expressly includes "any person who employs others providing services for customers on the aforementioned premises, such as a temporary agency *or subcontractor*." SMC 7.45.010(D) (emphasis added). The definition of "transportation employer" is devoid of any similar reference to subcontractors. A "transportation employer" is "any person who: . . . [o]perates or provides rental car services utilizing or operating a fleet of more than one hundred (100) cars [and] . . . [e]mploys twenty-five (25) or more nonmanagerial, nonsupervisory employees in the performance of that operation." SMC 7.45.010(M)(2)(a)-(b). Appellants would have this Court conclude that, by relying on definitions of definitions, SMC 7.45.010(M) includes subcontractors, a term that appears nowhere in that section—whereas SMC 7.45.010(D)'s *express inclusion* of subcontractors is entirely superfluous. This is not reading the Ordinance in a "commonsense manner." The Court of Appeals gave appropriate "weight and significance" to the explicit omission of a subcontractor clause in the definition of "transportation employer," and its interpretation does not conflict with any decisions of this Court. *See, e.g.*, *Magney v. Truc Pham*, 195 Wn.2d 795, 803, 466 P.3d 1077, 1082 (2020); *Landmark Dev., Inc. v. City of Roy*, 138 Wn.2d 561, 571, 980 P.2d 1234, 1239 (1999). For the same reasons, Appellants' argument that Section I of the Ordinance, which states the Findings, compels a different result also

fails. Petition at 14-15. The Findings do not and cannot change the plain language of SMC 7.45.010(M)(2) that specifically omits subcontractors.

Appellants' reliance on the Explanatory Statement also fails. "Statutory interpretation begins with the plain meaning of the statute." *City of Seattle v. Swanson*, 193 Wn. App. 795, 810, 373 P.3d 342, 350 (2016) ("When the meaning of statutory language is plain on its face, we give effect to that plain meaning as an expression of legislative intent."). *If the plain language is ambiguous*, the court "'may look to the legislative history of the statute and the circumstances surrounding its enactment to determine legislative intent.'" *Bearden v. McGill*, 190 Wn.2d 444, 449, 415 P.3d 100, 103 (2018) (quoting *Rest. Dev., Inc. v. Cananwill, Inc.*, 150 Wn.2d 674, 682, 80 P.3d 598, 601 (2003)); *see also Port of Longview v. Taxpayers of Port of Longview*, 85 Wn.2d 216, 232, 533 P.2d 128, 129 (1975) ("The court in analyzing legislation may look to both the legislative history and explanatory statements and arguments in the official voters pamphlet."). But here, the meaning of the Ordinance was plain on its face, whereas the Voter's Pamphlet, which included the Explanatory Statement, was ambiguous. Appellants ignore the text of the Proposition itself, printed in large type immediately next to the Explanatory Statement, which expressly stated that the Ordinance would only apply to "certain" employers. They ignore that the Explanatory Statement's reference to "temporary agencies or subcontractors" specifically uses the language of

SMC 7.45.010(D) related to hospitality employers. This Court need not address those ambiguities, because the text of the Ordinance itself is clear.

Further, any contention that the Court of Appeals did not consider Appellants' arguments regarding the Ordinance's Explanatory Statement is simply wrong. *See Hassan*, 487 P.3d at 211. The plain, unambiguous, and commonsense definition of "transportation employer does not apply to GCA as a matter of law." *Id.* Accordingly, the Court of Appeals determined that any language in the Explanatory Statement did not affect or supersede the "ordinary definition of transportation employer" according to the plain language of the Ordinance itself. *Id.* The Court of Appeals' decision does not conflict with a decision of this Court. *See, e.g.*, *Cosmopolitan Eng'g Grp., Inc. v. Ondeo Degremont, Inc.*, 159 Wn.2d 292, 299, 149 P.3d 666, 670 (2006) (resort to aids of construction, such as legislative history, when a statute is ambiguous and not plain on its face).

B. Division I's Interpretation of SMC 7.45.010 Is Not in Conflict with Any Published Decision of the Court of Appeals.

Appellants do not identify any published opinion of the Court of Appeals that conflicts with this decision. As such, they do not seek review of this decision under RAP 13.4(b)(2). *See generally* Petition. Nonetheless, Appellants cite to a contemporaneously filed *unpublished* Court of Appeals decision, *Alemu v. Imperial Parking (U.S.), LLC*, No. 80376-0-I, 2021 WL 1250942 (Wash. Ct. App. Apr. 5, 2021),[4] to support

[4] Notably, the Court of Appeals cited, almost verbatim, the same rules of statutory interpretation relied on in *Alemu* as it did in this decision.

their position that a liberal construction of the Ordinance requires a determination that GCA was a "transportation employer" under the Ordinance and subject to the $15 minimum wage.

Alemu, 2021 WL 1250942 at *1-3, also involved the interpretation of Chapter 7.45 SMC. The employer at issue in that case was a transportation employer (a parking lot management company) as defined in SMC 7.45.010(M), but was exempt from the Ordinance because it did not employ more than 25 nonmanagerial, nonsupervisory employees. *Id.*, at *4. The Court of Appeals thus considered whether a hotel subcontractor was a hospitality employer and subject to the $15 minimum wage requirement. The court correctly determined that under SMC 7.45.010(D) a hospitality employer is "a hotel, a foodservice or retail operation, or a temporary agency or subcontractor who provides services for these businesses" because the Ordinance specifically included hotel subcontractors in the definition of hospitality employer.[5] *Alemu*, 2021 WL 1250942, at *3. Of course, as the Court of Appeals astutely recognized in this decision, the definition of transportation employer "*does*

[5] SMC 7.45.010(D) defines a hospitality employer as a person

> who operates within the City *any hotel* that has one hundred (100) or more guest rooms and thirty (30) or more workers [(hotel employer clause)] or who operates any institutional foodservice or retail operation employing ten (10) or more nonmanagerial, nonsupervisory employees [(foodservice employer clause)]. *This shall include any person who employs others providing services for customers on the aforementioned premises*, such as a temporary agency or subcontractor.

(Emphasis added.)

not include similar language in the definition of transportation employer." *Hassan*, 487 P.3d at 211 (emphasis in original).

Further, the distinct outcomes in these decisions are not merely examples of reasonable minds differing. Rather, the *same judge* authored both opinions, which were filed on the same day. The Court of Appeals was acutely aware of the purpose, framework, and language of the Ordinance and understood that "when the ordinance intends to include subcontractors, like GCA, *it does so expressly*." *Id.* at 210 (emphasis added).

C. Division I's Claim Preclusion Analysis Is Not in Conflict with Any Decision of This Court.

Appellants' arguments related to the Court of Appeals' *res judicata*, or claim preclusion, analysis boil down to (1) they were not given an adequate opportunity to litigate their claims in the administrative setting in violation of their due process rights because of the way the Department conducted its internal investigation, and (2) claim preclusion does not apply here because the wage complaints were not properly before the Department. *See* Petition at 15-19.

First, Appellants' due process complaints rest on procedural rules applicable to an administrative adjudication, *see id.* at 15-16 (citing RCW 34.05.455), but the conduct Appellants complain about occurred during the Department's preliminary internal investigation. By the express terms of the Administrative Procedures Act, RCW 34.05.410(1), none of the legal requirements Appellants rely upon, either statutory or under the caselaw, apply to the Department's preliminary internal investigation.

The "concept of ex parte simply does not apply" in a non-adjudicative setting. *Westberry v. Interstate Distrib. Co.*, 164 Wn. App. 196, 205, 263 P.3d 1251, 1256 (2011). Accordingly, the Court of Appeals' claim preclusion analysis is not in conflict with any decision of this Court on due process.

Second, Appellants' arguments, almost entirely relegated to footnotes, that the wage complaints were not properly before the Department is plainly wrong. *See* Petition at 19-20. The Department is specifically charged by the Legislature with determining whether employees are appropriately being paid wages due to them. RCW 49.48.083(1). The Department must investigate whether employees are being paid the wages mandated by any "statute, *ordinance*, or contract." RCW 49.48.082(2), incorporating RCW 49.52.050(3) (emphasis added). When presented with such a claim, the Department's investigation is not optional, but mandatory. RCW 49.48.083(1) ("[T]he department *shall* investigate the wage complaint") (emphasis added). Indeed, while the Department may issue a citation if its investigation leads it to believe "*a* wage payment requirement has been violated," RCW 49.48.082(1), it may not issue a determination of compliance unless it determines that "wage payment requirement*s*" have not been violated. RCW 49.48.082(3) (emphasis added). The statute does not support any claim that the

Department's investigation is jurisdictionally limited by the nature of the initial complaint made by an employee.

Finally, Appellants' contention that the Department lacked the competence and expertise to resolve ordinance claims is meritless. The Ordinance establishes minimum wage requirements, and no agency in the state of Washington has more extensive involvement in determining the proper administration of the minimum wage laws. *See* Ch. 296-128 WAC, *passim.* Because the wage complaints were properly before the Department and application of *res judicata* would not work an injustice, the Court of Appeals' decision does not conflict with *Stevedoring Services of America, Inc. v. Eggert*, 129 Wn.2d 17, 40, 914 P.2d 737, 749 (1996); *Weaver v. City of Everett*, 194 Wn.2d 464, 473, 450 P.3d 177, 182 (2019); or any other decision of this Court.

D. Appellants' Petition Does Not Identify Any Issue of Substantial Public Interest That Should Be Determined by This Court.

Appellants devote no portion of their argument to identifying what issues of substantial public interest are involved in the Petition that should be determined by the Supreme Court.[6] In any event, Appellants appear to contend that because the Court of Appeals ruled "inconsistently with controlling Washington law" as to both the statutory interpretation and the claim preclusion analysis the Petition "raises two issues of substantial public interest." Petition at 3. But as explained above, no portion of the Court of Appeals' decision is inconsistent with or conflicts with any

[6] Appellants' sole reference to the substantial public interest basis for review is in their Introduction. *See* Petition at 3-4.

decision of this Court or any opinion of the Court of Appeals, published or otherwise.

Appellants also state that the Court of Appeals' interpretation allows rental car companies to "avoid paying SeaTac minimum wages simply by outsourcing their most labor-intensive jobs." Petition at 3, 13 n.16. But this argument is unavailing. First, under the plain language of the Ordinance, transportation employer *does not include* subcontractors. As noted by the Court of Appeals, "a liberal construction [of the Ordinance] does not change the commonsense understanding of rental car services." *Hassan*, 487 P.3d at 211. Second, Appellants' concern is unsubstantiated by the record. Specifically, the company that succeeded GCA on the Avis contract at SeaTac, Fleet Logic, in fact pays its employees $15 per hour despite no legal obligation to do so. *See Hassan*, 487 P.3d at 212.

Finally, any argument that the Court of Appeals' claim preclusion analysis involves substantial issues of public interest also fails. First, the claim preclusion analysis is not dispositive in this matter. Even if this Court were to reverse the Court of Appeals on claim preclusion, the outcome would remain the same because the court affirmed summary judgment dismissal of Appellants' claims *on the merits* after correctly concluding that GCA is not a transportation employer under the Ordinance. *See Hassan*, 487 at 210-12. Second, Appellants' fact-specific and as-applied due process arguments do not raise any issues of substantial public interest, especially where, as here, Appellants

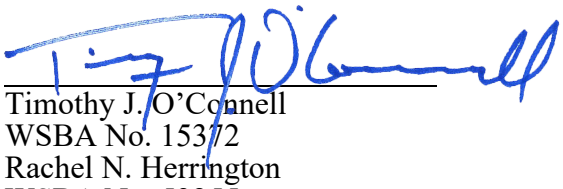
improperly apply the requirements of the Administrative Procedure Act related to *adjudicative proceedings* to the actions of the Department in its *investigatory function*. Petition at 15-18. Finally, it is not in the public interest to deny administrative enforcement of municipal minimum wage laws by the Department, and Appellants' contention that the Department lacks authority to investigate and adjudicate alleged violations of the City Ordinance conflicts with the clear directive of Chapter 49.48 RCW.

V. CONCLUSION

For the foregoing reasons, Respondent requests that the Court deny Appellants' Petition for Review.

DATED: August 3, 2021.

STOEL RIVES LLP



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CERTIFICATE OF SERVICE

I, Debbie Dern, certify that at all times mentioned herein, I was and am a resident of the state of Washington, over the age of eighteen years, not a party to the proceeding or interested therein, and competent to be a witness therein. My business address is that of Stoel Rives LLP, 3600 One Union Square, 600 University Street, Seattle, Washington 98101.

On August 3, 2021, I caused a true and correct copy of the foregoing document to be served upon the following parties via the Court of Appeals e-filing portal and in the manner indicated below:

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

DATED this 3rd day of August, 2021, at Seattle, Washington.

s/Debbie Dern
Debbie Dern, Practice Assistant

STOEL RIVES LLP

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