



**DISTRICT AND MUNICIPAL  
COURT JUDGES' ASSOCIATION**

***BOARD MEETING***

**OCTOBER 9, 2020**

**ZOOM VIDEO  
CONFERENCE**

# DISTRICT AND MUNICIPAL COURT JUDGES' ASSOCIATION SCHEDULE OF BOARD MEETINGS

## 2020-2021

DATE	TIME	MEETING LOCATION
<b>Friday, July 10, 2020</b>	12:30 – 3:30 p.m.	ZOOM Video Conference
<b>Friday, Aug. 14, 2020</b>	12:30 – 3:30 p.m.	ZOOM Video Conference
<b>Sunday, Sept. 13, 2020</b> <b>Friday, Sept. 11, 2020</b>	9:00 a.m. – 12:00 p.m. 12:30 – 3:30 p.m.	2020 Annual Judicial Conference, Spokane, WA ZOOM Video Conference
<b>Friday, Oct. 9, 2020</b>	12:30 – 3:30 p.m.	<del>AOC SeaTac Office Center</del> ZOOM Video Conference
<b>Friday, Nov. 13, 2020</b>	12:30 – 3:30 p.m.	<del>AOC SeaTac Office Center</del> ZOOM Video Conference
<b>Friday, Dec. 4, 2020</b>	12:30 – 3:30 p.m.	ZOOM Video Conference
<b>Friday, Jan. 8, 2021</b>	12:30 – 3:30 p.m.	<del>AOC SeaTac Office Center</del> ZOOM Video Conference
<b>Friday, Feb. 12, 2021</b>	12:30 – 3:30 p.m.	<del>AOC SeaTac Office Center</del> ZOOM Video Conference
<b>Friday, March 12, 2021</b>	12:30 – 3:30 p.m.	<del>AOC SeaTac Office Center</del> ZOOM Video Conference
<b>Friday, April 9, 2021</b>	12:30 – 3:30 p.m.	<del>AOC SeaTac Office Center</del> ZOOM Video Conference
<b>Friday, May 7, 2021 &amp; Saturday, May 8, 2021</b>	May 7: 12:00-5:00 p.m. May 8: 9:00-1:00 p.m.	2021 DMCJA Board Retreat, Location: TBD
<b>May/June 2021 – TBD</b>	9:00 a.m. – 12:00 p.m.	2021 DMCJA Spring Conference, Location: TBD

AOC Staff: Dory Nicpon

Updated: October 9, 2020



**DMCJA BOARD MEETING**  
**FRIDAY, OCTOBER 9, 2020**  
**12:30 PM – 3:30 PM**  
**ZOOM VIDEO CONFERENCE**

**PRESIDENT MICHELLE GEHLSSEN**

<b>AGENDA</b>		<b>PAGE</b>
<b>Call to Order</b>		
<b>General Business</b>		
A. Minutes for September 11, 2020		1-5
B. Treasurer's Report		6-17
C. Special Fund Report		14-15
D. Standing Committee Reports		
1. Rules Committee – No meetings or minutes to report		
2. Diversity Committee – Judge Charles Short and Judge Karl Williams		
E. Judicial Information System ("JIS") Report – Vicky Cullinane		
<b>Liaison Reports</b>		
A. Administrative Office of the Courts ( <b>AOC</b> ) – Dawn Marie Rubio, State Court Administrator		
B. Board for Judicial Administration ( <b>BJA</b> ) – Judge Mary Logan, Judge Dan Johnson, Judge Tam Bui, and Judge Rebecca Robertson		
C. District and Municipal Court Management Association ( <b>DMCMA</b> ) – Patricia Kohler, President		
D. Misdemeanant Probation Association ( <b>MPA</b> ) – Stacie Scarpaci, Representative		
E. Superior Court Judges' Association ( <b>SCJA</b> ) – Judge David Estudillo, President-Elect		
F. Washington State Association for Justice ( <b>WSAJ</b> ) – Sean Bennet Malcolm, Esq.		
G. Washington State Bar Association ( <b>WSBA</b> ) – Kim E. Hunter, Esq.		

## Discussion

- |  |       |
|--|-------|
| A. Rules Amendment Request from DMCJA regarding CrRLJ 3.2.1 (Procedure Following Warrantless Arrest – Preliminary Hearing)   |       |
| 1. DMCJA requested change  | 18-23 |
| 2. Letter received from Supreme Court Rules Committee Chair, Justice Charles Johnston  | 24    |
| B. Rules Amendment Request from DMCJA regarding GR 31 (Access to Court Records – Therapeutic Court Records)  |       |
| 1. DMCJA requested change  | 25    |
| 2. Email conveying county clerks’ concerns   | 26    |
| C. Rules Amendment Proposal (Email) from SCJA regarding GR 26 (Mandatory Continuing Judicial Education – Adding an Annual Diversity, Equity and Inclusion Requirement) | 27    |
| D. Whether to assess Dues for 2020-2021 in light of cancellation of 2020 DMCJA Spring Conference because of the Coronavirus (COVID-19) public health emergency         |       |
| 1. DMCJA Education Committee Considerations – Judge Charles Short  |       |
| 2. Dues Considerations – Christina Huwe, Bookkeeper  | 28    |
| 3. 2020 DMCJA Dues Notice  | 29    |
| 4. DMCJA Profit and Loss Statement (2016-2020)   | 30-31 |
| 5. 2017 DMCJA Dues Notice re 33% Increase  | 32    |
| E. DMCJA 2021 Legislative Priorities: Recommendations to the Board – Judge Kevin Ringus  | 33-47 |
| F. Advisory Notice by WSBA Council on Public Defense: Implementation of the Standards for Indigent Defense During the Coronavirus Emergency                            | 48-54 |
| G. Board D&O Insurance Status Update – Judge Jeffrey Smith   |       |
| H. DMCJA Bylaws Committee Report – Judge Mindy Walker and J Benway reporting on advisable pandemic-related amendments  | 55-73 |
| I. <i>Ladenburg v. Henke</i> : Whether to submit an Amicus Brief   |       |
| 1. Petition  | 74-92 |
| 2. DMCJA Amicus Policy   | 93-94 |

<p><b>Information</b></p> <p>A. The DMCJA President has appointed the DMCJA Nominating Committee. See Nominating Committee Roster [DMCJA Bylaws, Art. IX, Sec. 2(a) (2).]</p> <p>B. Comment Letter in Support of Proposed Amendment(s) to JISC Rule (JISCR) 13, Local Court Systems</p> <p>C. Coronavirus Aid, Relief, and Economic Security Act (CARES) Funding – <a href="#">Application</a> for Reimbursement</p> <p>D. Resource Library published at pages 29-35 (with hyperlinks) in the Special Pandemic Edition of Full Court Press for resources related to: court operations; general coronavirus information; virtual courtrooms; jury trials; workplace considerations; access to courts/justice; pages of interest; family and specialty courts and dockets; staff and self care; messaging/communications; resources for the public; and “We MacGyvered It” (Friday Forum Webinars)</p> <p>E. New Resources on Court Interpreting from the Interpreter Commission</p> <p>F. CLJCMS Project Update from Project Steering Committee</p> <p>G. Updating future Meeting Schedule to reflect meeting via Zoom through the current term</p>	<p>95</p> <p>96-97</p> <p>98-101</p> <p>102-108</p> <p>109-115</p> <p>116-119</p> <p>120</p>
<p><b>Other Business</b></p> <p>A. The next DMCJA Board Meeting is scheduled for Friday, November 13, 2020, from 12:30 p.m. to 3:30 p.m., via Zoom video conference.</p>	
<p><b>Adjourn</b></p>	



**DMCJA Board of Governors Meeting**  
**Friday, September 11, 2020, 12:30 p.m. – 3:30 p.m.**  
**ZOOM Video Conference**

**MEETING MINUTES**

**Members Present:**

Chair, Judge Michelle Gehlsen  
Judge Thomas Cox  
Judge Robert Grim  
Judge Drew Ann Henke  
Judge Tyson Hill  
Commissioner Rick Leo  
Judge Aimee Maurer  
Judge Samuel Meyer  
Judge Kevin Ringus  
Judge Charles Short  
Judge Jeffrey Smith  
Judge Karl Williams  
Commissioner Paul Wohl

**Members Absent:**

Judge Anita Crawford-Willis  
Judge Laura Van Slyck

**Guests:**

Judge Scott Ahlf, JISC Representative  
Judge Veronica Alicea-Galvan  
Judge Tam Bui, BJA Representative  
Judge David Estudillo, SCJA Liaison  
Judge Mary Logan, BJA Representative  
Judge G. Scott Marinella  
Judge Rebecca Robertson, BJA Representative  
Judge David Steiner  
Stacie Scarpaci, MPA Liaison  
Melanie Stewart, DMCJA Lobbyist  
Kris Thompson, DMCMA Liaison

**Administrative Office of the Courts (AOC)**

Sharon R. Harvey, DMCJA Primary Staff  
Susan Goulet, Court Program Specialist  
J Benway, Legal Services  
Vicky Cullinane, Business Liaison  
Dory L. Nicpon, Judicial and Legislative Relations  
Dawn Marie Rubio, State Court Administrator

**CALL TO ORDER**

Judge Michelle Gehlsen, District and Municipal Court Judges' Association ("DMCJA") President, noted a quorum and called the DMCJA Board of Governors ("Board") meeting to order at 12:33 p.m.

**GENERAL BUSINESS**

A. Minutes for August 14, 2020

The Board moved, seconded, and passed a vote ("M/S/P") to approve the Minutes for August 14, 2020.

B. Treasurer's Report

M/S/P to approve the Treasurer's Report for August 2020.

C. Special Fund Report

M/S/P to accept the Special Fund Report for August 2020.

D. Standing Committee Reports

1. Rules Committee

J Benway reported that the Rules Committee minutes for June 24, 2020 and July 22, 2020 are in the materials for the Board's review.

2. Legislative Committee – Commissioner Paul Wohl and Judge Kevin Ringus

Commissioner Wohl reported that the Legislative Committee met and approved recommendations to the Board regarding the legislative agenda, which will be in the materials for the next Board meeting.

E. Judicial Information System (“JIS”) Report – Vicky Cullinane

Vicky Cullinane reported that the AOC and Tyler Technologies executed a contract on September 1, 2020, and work is underway. The Steering Committee is examining geographical groupings and pilot courts. Ms. Cullinane is working with the Rules Committee and J Benway regarding amendments to General Rule (GR) 30 to facilitate e-filing. Dawn Marie Rubio spoke about the importance of the Legislature not sweeping the JIS account, which funds the project.

**LIAISON REPORTS**

A. Administrative Office of the Courts (**AOC**) – Dawn Marie Rubio, State Court Administrator

Dawn Marie Rubio spoke of AOC's continued administration of CARES funding. She also discussed the Chief Justice's participation in information sharing calls with presiding judges each Friday morning. Going forward, all presiding judges within the geography of a specific Court of Appeals (COA) division will be invited to participate in the calls on a rotational basis. On September 11, 2020, presiding judges from the Court of Appeals (COA) Division II group participated. The following week, presiding judges from the COA Division III group were invited. Ms. Rubio also provided an update about JIS system maintenance, associated service interruptions, and notice to the courts. Each month, 24-36 hours of service interruption occurs while major maintenance updates are made. The AOC schedules the maintenance to occur the second Saturday evening through Monday early morning, but needs to expand its communications about those service interruptions. The AOC is adding notifications to the JABS splash page, working with the Washington Association of Prosecuting Attorneys, and building additional notifications. Ms. Cullinane discussed the expansion of individuals with access over the years, and asked whether defenders should be included. Following the discussion, Ms. Cullinane indicated that she would follow up and include defenders in communications about service interruptions.

B. Board for Judicial Administration (**BJA**) – Judge Mary Logan, Judge Dan Johnson, Judge Tam Bui, and Judge Rebecca Robertson

Judge Logan discussed the budget prioritization process, and the careful approach that Ramsey Radwan is taking to budget presentations. Judge Bui discussed the Court Education Committee and cancellation of venue contracts for the 2021 Spring Conference. Judge Bui shared that the Superior Court Judges' Association will not hold in-person 2021 Spring Conference meetings. Judge Short indicated that the DMCJA Education Committee meets before the next Board meeting to explore options for Spring Conference. Judge Smith shared that Judicial College will be conducted virtually this year. The Board discussed the value of the in-person meeting, public health concerns, and public scrutiny, as factors that bear on the Board's evaluation of options for Spring Conference.

C. District and Municipal Court Management Association (**DMCMA**) – Patricia Kohler, President

Patricia Kohler, DMCMA President, was unable to attend, so Kris Thompson shared that the DMCMA last met on August 27, 2020, and has its next scheduled meeting on September 24, 2020. Ms. Thompson explained that Dawn Marie Rubio had joined DMCMA's last meeting to discuss AOC's distribution of CARES funding.

D. Misdemeanant Probation Association (**MPA**) Report – Stacie Scarpaci, Representative

Online learning for new probation officers will be offered September 21-October 2, 2020.

E. Superior Court Judges' Association (**SCJA**) – Judge David Estudillo, President-Elect

Judge David Estudillo indicated that the SCJA had no August meeting but would meet on September 12, 2020 to discuss the following: Judicial Information System Committee Rule (JISCR) 13; a defense-proposed rule to quash warrants for juvenile criminal matters; Criminal Rules for Courts of Limited Jurisdiction (CrRLJ) 3.4 and waiving the presence of defendants; proposals from the Department of Children, Youth and Families; electronic home monitoring for juveniles; the judiciary's presentation regarding COVID-19 Impacts on Washington Courts at the House Civil Rights and Judiciary Committee work session on September 16; SCJA's racial justice work group and the expectation that each committee complete one activity per year related to racial justice; legislative advocacy not to reduce court funding; 2021 Spring Conference and hosting the best virtual conference possible; and the SCJA's examination of public health considerations related to resumption of in-person [meeting/conference] options.

F. Washington State Association for Justice (**WSAJ**) – Sean Bennet Malcolm, Esq.

No report.

G. Washington State Bar Association (**WSBA**) – Kim E. Hunter, Esq.

No report.

**ACTION**

**1. Proposed Amendment(s) to JISC Rule (JISCR) 13, Local Court Systems.**

M/S/P to approve the DMCJA sending a letter in support of the proposed amendments.

**2. Board Liaison for DMCJA Diversity Committee**

M/S/P to approve Judges Short and Williams providing liaison reports from the DMCJA Diversity Committee to the Board this year, and for this liaison role and reports to be the responsibility of the DMCJA Secretary/Treasurer in subsequent years starting after the 2021 DMCJA Election.

**DISCUSSION**

**A. Proposed Amendment(s) to JISC Rule (JISCR) 13, Local Court Systems**

J Benway provided background information on this topic. She stated that a proposal to amend JISCR 13 was published by the Supreme Court with a comment deadline of September 30, 2020. Ms. Benway explained that the DMCJA Rules Committee reviewed the proposal at its June, July, and August meetings. Because the proposal was published for comment, the Rules Committee did not suggest edits but rather commented on the rule as submitted. Ms. Benway noted that the Rules Committee's scope of review does not include comment



on the policy; it is limited to review of how the proposed rule is constructed and whether it will achieve what it purports to do. In their memo, the Rules Committee expressed concern about the enforcement section (h) of the proposed rule, including the lack of guidance in that section for courts trying to follow the rule, and stated that the overall readability of the rule was problematic. Ms. Benway stated that the Rules Committee does not support the proposed amendments, and clarified that the Committee had no opportunity to review the additional comment materials provided in the Board packet by Vicky Cullinane.

Judge Ahlf discussed the events and historic competing rule proposals that precipitated the JISCR 13 work group's formation. He discussed the sanctions/enforcement clause included in the original proposal (i.e., loss of equipment replacement funding), the DMCJA representation on the work group, and the methodology (fist of five) and rigorous debate in the work group. Judge Ahlf explained that the JISC is proposing the draft produced by the work group, but the Supreme Court will make the final decision. Judge Ahlf acknowledged the DMCJA Rules Committee's position, but explained how difficult and long a process it was to arrive at a work group consensus as he asked for the Board's support for the proposed rule amendment. Vicky Cullinane reiterated the rigor of the work group's debate and need for an enforcement mechanism to motivate critical data sharing.

Judge Gehlsen commented on the concerns expressed as well as the compromise that the proposed rule amendments represent, and invited discussion. M/S/P to move support for the proposed JISCR 13 amendments to an action item.

#### **B. Whether to assess Dues for 2020-2021 in light of cancellation of 2020 DMCJA Spring Conference because of the Coronavirus (COVID-19) public health emergency.**

DMCJA Bookkeeper, Christine Huwe, was not able to attend. Judge Short indicated that the DMCJA Education Committee meets in late October and will discuss conference options and associated expenses. Therefore, the Board decided to defer dues discussion to the November Board meeting when more information will be available from the Education Committee and Ms. Huwe.

#### **C. Board Insurance Status Update**

Judge Smith reported on challenges in connecting with insurers' representatives. He continues outreach to them. Judge Smith referenced a memorandum in the meeting materials that provided conflicts analysis relevant to whether a Board member's family member can/should be the Board's policy vendor.

Judge Smith provided an audit update, including his concerns with the firm's proposed client engagement letter. He's conferred with Judge Gehlsen and will discuss concerns further with Kory Kolterman to discuss terms.

#### **D. Board Liaison for DMCJA Diversity Committee**

Sharon Harvey provided an update and a recommendation to memorialize DMCJA's commitment to addressing systemic racism in the bylaws, and to possibly include a standing report from a Board member participant on the DMCJA Diversity Committee. The Board discussed that current Board members participating on the Committee are Judges Short and Williams. Commissioner Leo recommended that in the next and subsequent years, starting after the 2021 DMCJA Election, the liaison could be the DMCJA Secretary/Treasurer. M/S/P to make this topic an action item.

#### **E. Farewell to Sharon Harvey, AOC Primary Support for DMCJA**

At the beginning of the meeting prior to addressing general business, the Board and guests, including several former DMCJA presidents, expressed gratitude and good wishes to Sharon Harvey who has accepted employment at the Office of Minority and Women's Business Enterprises, and is leaving her position as the DMCJA's primary staff person. Judge Gehlsen presented Ms. Harvey with a plaque and a gift from the Board.

**INFORMATION**

The Board was reminded of additional information provided in the materials.

**OTHER BUSINESS**

The next DMCJA Board Meeting is scheduled for Friday, October 9, 2020, from 12:30 p.m. to 3:30 p.m., via Zoom video conference.

**ADJOURNED** at approximately 2:25 p.m.

**Christina E Huwe**  
**Pierce County Bookkeeping**  
1504 58<sup>th</sup> Way SE  
Auburn, WA 98092  
Phone (360) 710-5937  
E-Mail: piercecountybookkeeping@outlook.com

**SUMMARY OF REPORTS**

**WASHINGTON STATE  
DISTRICT AND MUNICIPAL COURT JUDGES' ASSOCIATION**

For the Period Ending September 30th, 2020

Please find attached the following reports for you to review:

- Statement of Financial Position
- Monthly Statement of Activities.
- Bank Reconciliation Reports
- Transaction Detail Report (year-to-date)
- Special Fund Bank Statement
- Current Budget Balance

Please contact me if you have any questions regarding the attached.

**PLEASE BE SURE TO KEEP FOR YOUR RECORDS**

**Washington State District And Municipal Court Judges Assoc.**  
**Statement of Financial Position**  
As of September 30, 2020

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	<u>Sep 30, 20</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Bank of America - Checking	17,265
Bank of America - Savings	194,011
Washington Federal	43,859
<b>Total Checking/Savings</b>	<u>255,136</u>
<b>Total Current Assets</b>	255,136
<b>Fixed Assets</b>	
Accumulated Depreciation	(703)
Computer Equipment	579
<b>Total Fixed Assets</b>	(124)
<b>Other Assets</b>	
Prepaid Expenses	42,000
<b>Total Other Assets</b>	<u>42,000</u>
<b>TOTAL ASSETS</b>	<b><u>297,011</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	<u>297,011</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>297,011</u></b>

**Washington State District And Municipal Court Judges Assoc.**  
**Statement of Activities**  
For the Three Months Ending September 30th, 2020

	<u>Jul 20</u>	<u>Aug 20</u>	<u>Sep 20</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Interest Income	20	20	16	56
<b>Total Income</b>	<u>20</u>	<u>20</u>	<u>16</u>	<u>56</u>
<b>Gross Profit</b>	20	20	16	56
<b>Expense</b>				
Prior Year Budget Expense	0	2,600	0	2,600
Bookkeeping Expense	0	536	318	854
Judicial Assistance Committee	0	0	1,200	1,200
Legislative Pro-Tem	245	0	245	490
Lobbyist Contract	8,667	4,667	6,667	20,000
Professional Services	0	700	0	700
Treasurer Expense and Bonds	0	0	10	10
<b>Total Expense</b>	<u>8,912</u>	<u>8,503</u>	<u>8,440</u>	<u>25,854</u>
<b>Net Ordinary Income</b>	<u>(8,891)</u>	<u>(8,482)</u>	<u>(8,424)</u>	<u>(25,798)</u>
<b>Net Income</b>	<u><u>(8,891)</u></u>	<u><u>(8,482)</u></u>	<u><u>(8,424)</u></u>	<u><u>(25,798)</u></u>

**Washington State District And Municipal Court Judges Assoc.  
Reconciliation Detail  
Bank of America - Checking, Period Ending 09/30/2020**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						21,038.39
<b>Cleared Transactions</b>						
<b>Checks and Payments - 4 items</b>						
Check	09/01/2020		Melanie Stewart	X	-2,000.00	-2,000.00
Check	09/11/2020		Susanna Neil Kanth...	X	-1,200.00	-3,200.00
Check	09/15/2020		Pierce County Book...	X	-318.00	-3,518.00
Check	09/21/2020		Sharon Harvey	X	-10.00	-3,528.00
Total Checks and Payments					-3,528.00	-3,528.00
Total Cleared Transactions					-3,528.00	-3,528.00
Cleared Balance					-3,528.00	17,510.39
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 1 item</b>						
Check	09/29/2020		King County District ...		-244.90	-244.90
Total Checks and Payments					-244.90	-244.90
Total Uncleared Transactions					-244.90	-244.90
Register Balance as of 09/30/2020					-3,772.90	17,265.49
<b>New Transactions</b>						
<b>Checks and Payments - 2 items</b>						
Check	10/01/2020		King County District ...		-489.80	-489.80
Check	10/01/2020		King County District ...		-244.90	-734.70
Total Checks and Payments					-734.70	-734.70
Total New Transactions					-734.70	-734.70
<b>Ending Balance</b>					<b>-4,507.60</b>	<b>16,530.79</b>

**Washington State District And Municipal Court Judges Assoc.  
Reconciliation Detail  
Bank of America - Savings, Period Ending 09/30/2020**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
<b>Beginning Balance</b>						194,009.39
<b>Cleared Transactions</b>						
<b>Deposits and Credits - 1 item</b>						
Deposit	09/30/2020			X	1.59	1.59
<b>Total Deposits and Credits</b>					1.59	1.59
<b>Total Cleared Transactions</b>					1.59	1.59
<b>Cleared Balance</b>					1.59	194,010.98
<b>Register Balance as of 09/30/2020</b>					1.59	194,010.98
<b>Ending Balance</b>					<b>1.59</b>	<b>194,010.98</b>

**Washington State District And Municipal Court Judges Assoc.  
Transaction Detail by Account  
July 1 through October 5, 2020**

Type	Date	Num	Name	Memo	Original Amount	Paid Amount	Balance
<b>Bank of America - Checking</b>							
Check	07/01/2020		Melanie Stewart	July Payment	(2,000.00)	(2,000.00)	(2,000.00)
Check	07/31/2020		Melanie Stewart	August invoice 4818	(2,000.00)	(2,000.00)	(4,000.00)
Check	07/31/2020		King County District Court	Judge Michelle Gehlsen 7-10-20	(244.90)	(244.90)	(4,244.90)
Check	08/14/2020		Pierce County Bookkeeping	June invoice 1000	(318.00)	(318.00)	(4,562.90)
Check	08/14/2020		Pierce County Bookkeeping	July invoice 1002	(218.00)	(218.00)	(4,780.90)
Check	08/20/2020		Dino W Traverso, PLLC	Invoice 19729 2019 Tax return	(700.00)	(700.00)	(5,480.90)
Check	08/20/2020		AOC	Conference Calls for June	(194.88)	(194.88)	(5,675.78)
Check	08/21/2020		Superior Court Judges Association	1/2 of unused balance	(2,405.00)	(2,405.00)	(8,080.78)
Check	09/01/2020		Melanie Stewart	September payment	(2,000.00)	(2,000.00)	(10,080.78)
Check	09/11/2020		Susanna Neil Kanther-Raz	July/Aug/Sept	(1,200.00)	(1,200.00)	(11,280.78)
Check	09/15/2020		Pierce County Bookkeeping	August Invoice 1020	(318.00)	(318.00)	(11,598.78)
Check	09/21/2020		Sharon Harvey	Corp License Renewal	(10.00)	(10.00)	(11,608.78)
Check	09/29/2020		King County District Court	Judge Valeria Bouffuou 8/25/20	(244.90)	(244.90)	(11,853.68)
Check	10/01/2020		King County District Court	9/15/20 Pro Tem Judge Nguyen	(244.90)	(244.90)	(12,098.58)
Check	10/01/2020		King County District Court	9/11 Judge Powell / 9/11 Judge Walls	(489.80)	(489.80)	(12,588.38)
Total Bank of America - Checking						(12,588.38)	(12,588.38)
<b>Bank of America - Savings</b>							
Deposit	07/31/2020			Interest	1.64	1.64	1.64
Deposit	08/31/2020			Interest	1.64	1.64	3.28
Deposit	09/30/2020			Interest	1.59	1.59	4.87
Total Bank of America - Savings						4.87	4.87
<b>Washington Federal</b>							
Deposit	07/31/2020			Interest	18.56	18.56	18.56
Deposit	08/31/2020			Interest	18.56	18.56	37.12
Deposit	09/30/2020			Interest	14.02	14.02	51.14
Total Washington Federal						51.14	51.14
<b>Prepaid Expenses</b>							
General ...	07/31/2020	CEH		1/12 of Contract	(4,666.66)	(4,666.66)	(4,666.66)
General ...	08/31/2020	CEH		1/12 of Contract	(4,666.66)	(4,666.66)	(9,333.32)
General ...	09/30/2020	CEH		1/12 of Contract	(4,666.66)	(4,666.66)	(13,999.98)
Total Prepaid Expenses						(13,999.98)	(13,999.98)
<b>Interest Income</b>							
Deposit	07/31/2020			Interest	(1.64)	(1.64)	(1.64)
Deposit	07/31/2020			Interest	(18.56)	(18.56)	(20.20)
Deposit	08/31/2020			Interest	(1.64)	(1.64)	(21.84)
Deposit	08/31/2020			Interest	(18.56)	(18.56)	(40.40)
Deposit	09/30/2020			Interest	(1.59)	(1.59)	(41.99)
Deposit	09/30/2020			Interest	(14.02)	(14.02)	(56.01)
Total Interest Income						(56.01)	(56.01)
<b>Prior Year Budget Expense</b>							
Check	08/20/2020		AOC	Conference Calls for June	194.88	194.88	194.88
Check	08/21/2020		Superior Court Judges Association	1/2 of unused balance	2,405.00	2,405.00	2,599.88
Total Prior Year Budget Expense						2,599.88	2,599.88
<b>Board Meeting Expense</b>							
Check	10/01/2020		King County District Court	9/11 Judge Walls	244.90	244.90	244.90
Total Board Meeting Expense						244.90	244.90
<b>Bookkeeping Expense</b>							
Check	08/14/2020		Pierce County Bookkeeping	June invoice 1000	318.00	318.00	318.00
Check	08/14/2020		Pierce County Bookkeeping	July invoice 1002	218.00	218.00	536.00
Check	09/15/2020		Pierce County Bookkeeping	August Invoice 1020	318.00	318.00	854.00
Total Bookkeeping Expense						854.00	854.00
<b>Judicial Assistance Committee</b>							
Check	09/11/2020		Susanna Neil Kanther-Raz	July/Aug/Sept	1,200.00	1,200.00	1,200.00
Total Judicial Assistance Committee						1,200.00	1,200.00
<b>Legislative Committee</b>							
Check	10/01/2020		King County District Court	9/15/20 Pro Tem Judge Nguyen	244.90	244.90	244.90
Check	10/01/2020		King County District Court	9/11 Judge Powell	244.90	244.90	489.80
Total Legislative Committee						489.80	489.80
<b>Legislative Pro-Tem</b>							
Check	07/31/2020		King County District Court	Judge Michelle Gehlsen 7-10-20	244.90	244.90	244.90
Check	09/29/2020		King County District Court	Judge Valeria Bouffuou 8/25/20	244.90	244.90	489.80
Total Legislative Pro-Tem						489.80	489.80
<b>Lobbyist Contract</b>							
Check	07/01/2020		Melanie Stewart	July Payment	2,000.00	2,000.00	2,000.00
General ...	07/31/2020	CEH		1/12 of Contract	4,666.66	4,666.66	6,666.66
Check	07/31/2020		Melanie Stewart	August invoice 4818	2,000.00	2,000.00	8,666.66
General ...	08/31/2020	CEH		1/12 of Contract	4,666.66	4,666.66	13,333.32
Check	09/01/2020		Melanie Stewart	September payment	2,000.00	2,000.00	15,333.32
General ...	09/30/2020	CEH		1/12 of Contract	4,666.66	4,666.66	19,999.98
Total Lobbyist Contract						19,999.98	19,999.98



**Washington State District And Municipal Court Judges Assoc.**  
**Transaction Detail by Account**  
 July 1 through October 5, 2020

Type	Date	Num	Name	Memo	Original Amount	Paid Amount	Balance
<b>Professional Services</b>							
Check	08/20/2020		Dino W Traverso, PLLC	Invoice 19729 2019 Tax return	700.00	700.00	700.00
Total Professional Services						700.00	700.00
<b>Treasurer Expense and Bonds</b>							
Check	09/21/2020		Sharon Harvey	Corp License Renewal	10.00	10.00	10.00
Total Treasurer Expense and Bonds						10.00	10.00
<b>TOTAL</b>						<b>0.00</b>	<b>0.00</b>

**Other current information not included in reports**



Statement of Account

PAGE 1 OF 2

Statement End Date September 30, 2020

Statement Begin Date September 1, 2020

Account Number

To report a lost or stolen card,  
call 800-324-9375.

For 24-hour telephone banking,  
call 877-431-1876.

WA STATE DIST & MUNICIPAL COURT JUDGES' 14323  
JUDGE MICHELLE K GEHLEN  
10116 NE 183RD ST  
BOTHELL, WA 98011-3416

For questions or assistance with your account(s),  
please call 800-324-9375, stop by your local branch,  
or send a written request to our Client Care Center  
at 9929 Evergreen Way, Everett WA 98204.

Business Premium Money Market Summary - #

Annual Percentage Yield Earned for this Statement Period	0.390%
Interest Rate Effective 09/01/2020	0.500%
Interest Rate Effective 09/09/2020	0.350%
Interest Earned/Accrued this Cycle	\$14.02
Number of Days in this Cycle	30
Date Interest Posted	09-30-2020
Year-to-Date Interest Paid	\$222.13

<b>Beginning Balance</b>	<b>\$43,845.27</b>
Interest Earned This Period	+14.02
Deposits and Credits	+0.00
Checks Paid	-0.00
ATM, Electronic and Debit Card Withdrawals	-0.00
Other Transactions	-0.00
<b>Ending Balance</b>	<b>\$43,859.29</b>



	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

WF-01 (8/19)

Visa may provide updated debit card information, including your expiration date and card number, with merchants that have an agreement for reoccurring payments. You may opt out of this service by calling 1-800-324-9375.



Statement of Account

PAGE 2 OF 2

Statement End Date September 30, 2020  
Statement Begin Date September 1, 2020  
Account Number

For 24-hour telephone banking  
1-877-431-1876

**Interest Earned This Period**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
09-30	Credit Interest	14.02
	<b>Total Interest Earned This Period</b>	<b>14.02</b>



## DMCJA 2020-2021 Adopted Budget

Item/Committee			
Access to Justice Liaison	\$ 100.00		\$100.00
Audit (every 3 years)	\$ 10,000.00		\$10,000.00
Bar Association Liaison	\$ 1,500.00		\$1,500.00
Board Meeting Expense	\$ 30,000.00	\$244.50	\$29,755.50
Bookkeeping Expense	\$ 3,500.00	\$854.00	\$2,646.00
Bylaws Committee	\$ 250.00		\$250.00
Conference Calls	\$ 750.00		\$750.00
Conference Planning Committee	\$ 4,000.00		\$4,000.00
Conference <u>Incidental</u> Fees For Members for	\$ 40,000.00		\$40,000.00
Council on Independent Courts (CIC)	\$ 1,000.00		\$1,000.00
Diversity Committee	\$ 2,000.00		\$2,000.00
DMCJA/SCJA Sentencing Alternatives aka	\$ -		
DMCMA Liaison	\$ 500.00		\$500.00
DMCMA Mandatory Education	\$ 20,000.00		\$20,000.00
DOL Liaison Committee	\$ 200.00		\$200.00
Education Committee	\$ 14,500.00		\$14,500.00
Education - Security	\$ 2,500.00		\$2,500.00
Educational Grants	\$ 5,000.00		\$5,000.00
Judicial Assistance Service Program (JASP) Committee*	\$ 16,000.00	\$1,200.00	\$14,800.00
Insurance	\$ 1,500.00		\$1,500.00
Judicial College Social Support	\$ 2,000.00		\$2,000.00
Judicial Community Outreach	\$ 4,000.00		\$4,000.00
Legislative Committee	\$ 4,000.00	\$490.00	\$3,510.00
Legislative Pro-Tem	\$ 2,500.00	\$490.00	\$2,010.00
Lobbyist Contract	\$ 80,000.00	\$62,000.00	\$18,000.00
Lobbyist Expenses	\$ 1,500.00		\$1,500.00
Long-Range Planning Committee	\$ 750.00		\$750.00
MPA Liaison	\$ 1,000.00		\$1,000.00
Municipal/District Court Swearing In - Every 4	\$ -		
National Leadership Grants	\$ 5,000.00		\$5,000.00
Nominating Committee	\$ 400.00		\$400.00
President Expense	\$ 5,000.00		\$5,000.00
Pro Tempore (committee chair approval)	\$ 10,000.00		\$10,000.00
Professional Services	\$ 5,000.00	\$700.00	\$4,300.00
Public Outreach (ad hoc workgroup)	\$ 2,500.00		\$2,500.00
Rules Committee	\$ 500.00		\$500.00
SCJA Board Liaison	\$ 1,000.00		\$1,000.00
Special Fund	\$ -		
Therapeutic Courts**	\$ 2,500.00		\$2,500.00
Treasurer Expense and Bonds	\$ 250.00	\$10.00	\$240.00

\*\*\*

Trial Court Advocacy Board	\$	-		
Uniform Infraction Citation Committee	\$	1,000.00		\$1,000.00
Totals	\$	282,200.00	\$65,988.50	\$216,211.50

\*Includes \$8,000 from the SCJA

DMCJA\Board\Budget\2010-Present\2020-2021 Adopted

updated 09/30/20

\*\*\* Corrected from last report

TO: Justice Charles Johnson, Chair, WSSC Rules Committee  
FROM: Judge Sam Meyer, President, DMCJA Board  
SUBJECT: Proposed Amendments to CrRLJ 3.2.1  
DATE: April 13, 2020

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The recent Washington State Supreme Court decision of *State of Washington v. Stevens Co. District Court Judge*, 453 P.3d 984 (Dec. 12, 2019), interpreted CrRLJ 3.2.1 in a manner that is problematic for district courts in the State of Washington. The Court essentially held that the first sentence of CrRLJ 3.2.1 authorizes a superior court to take over preliminary appearances from a district court. Not only is this interpretation at odds with the fundamental understanding of separate trial courts in Washington but it is creating very real problems for the Stevens County District Court and its litigants. Far from clarifying the situation, the apparent ambiguity of the rule as expressed in the opinion has resulting in judicial proceedings between the superior and district courts that are on-going as of the date of this submission. For that reason, DMCJA requests that you give the proposal expedited consideration outside the normal rules cycle.

As detailed in the GR 9 Cover Sheet, an expedited amendment to CrRLJ 3.2.1 is necessary to address the confusion caused by the Court's decision. The addition of language making it clear that once a misdemeanor or gross misdemeanor case has been filed in a court of limited jurisdiction, a detainee must be brought before the court of limited jurisdiction as soon as practicable. This clarification will address the current untenable situation in Stevens County and will provide guidance for district courts across the state.

**GR 9 COVER SHEET**  
**Suggested Amendment to**  
**WASHINGTON STATE COURT RULES:**  
**CRIMINAL RULES FOR COURTS OF LIMITED JURISDICTION**

**Amend RULE 3.2.1(d)**  
**PROCEDURE FOLLOWING WARRANTLESS ARREST-PRELIMINARY HEARING**

**Submitted by the District & Municipal Courts Judges Association**

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- A. Name of Proponent:** District & Municipal Courts Judges Association  
(DMCJA)
- B. Spokesperson:** Judge Samuel G. Meyer, President  
DMCJA
- C. Purpose:** The DMCJA recommends amending CrRLJ 3.2.1(d), pertaining to preliminary appearances in courts of limited jurisdiction. The recent case of *State of Washington vs. Stevens County District Court Judge*, (No. 97071-8) essentially held that superior courts may, upon demand and without permission or authorization of the district court, hear preliminary appearance hearings for misdemeanors and gross misdemeanors for cases originally filed in the county district court. Because this has the potential to, and indeed has disrupted district court practice, the proposed rule amendment is necessary.

For the following policy and practical reasons, the DMCJA requests that CrRLJ 3.2.1(d) be amended to make clear that misdemeanor and gross misdemeanor cases filed in district and municipal courts will be heard by district and municipal court judges. Felony complaints filed in district courts remained governed by CrRLJ 3.2.1(g).

The practice ordained by *State of Washington vs. Stevens County District Court Judge* and now ingrained in CrRLJ 3.2.1 appears to be unique to Stevens County. The DMCJA is not aware of any other superior court in any other county in the State of Washington that has ever attempted to take over preliminary appearance hearings for non-felony cases originally filed in district courts without permission or authorization. This judicially created exception to the rule followed by other every other county is confusing to defendants as well as the public. For example, not all district and superior courts convene in the same building or even in the same city. It would be confusing to a defendant to be arrested on a charge filed in district court, have a preliminary appearance in superior court (which could be in a different location) and then have all



subsequent hearings in district court. Yet this scenario is likely under the current interpretation of CrRLJ 3.2.1.

The consequences of this novel approach are frustrating for Stevens County litigants and the public. In all jurisdictions, district and municipal courts set their own hours and set their own schedules and calendars. In addition to county wide cases, Stevens County district court handles court services for three municipalities. Individual private attorneys contract with the county and the separate municipalities to provide public defense services. It is not uncommon for a defendant to have multiple cases pending in district court from both state and municipal court jurisdictions. District court administration has always taken great care to make sure that, whenever possible, public defense attorneys can represent a defendant in all of his/her cases. Because superior court apparently disregards these considerations in its handling district court cases, superior court has scheduled defendants on the wrong day and time and on calendars where their defense attorney was not scheduled to appear.

In these instances, the cases are typically required to be reset and/or an attorney reassigned and the defendant and his or her family are confused and frustrated because of wasted trips to court. It is important to remember that for many public defense clients, jobs are hard to come by and simply taking a morning or afternoon off of work to make court can be a very big sacrifice.

Another consideration is that it is also not clear whether superior court has the authority preside over municipal cases handled by district court. Municipalities have the ability to contract with cities and/or counties to handle municipal court services. See RCW 3.50.815. The cities of Kettle Falls, Colville and Chewelah have contracted with Stevens County to have district court and not superior court handle court services for those cities.

Superior court taking over preliminary appearances also impacts the district court's ability to set its own schedule and calendars. This is currently happening in Stevens County. Rather than setting calendars and staffing court calendars in real time as things develop, the district court must now wait for superior court's substantive and scheduling decisions before it can get information to the public and the litigants, resulting in delay and frustration for all involved as well as extra work for district court staff. Additionally, district court probation staff does not attend superior court proceedings and as a result are unable to provide critical information to the judicial officer which could affect conditions of release.

The practice of superior courts taking over all district court preliminary hearings could also be subject to abuse. Judicial positions are allocated based on judicial needs

of the jurisdiction. It is possible that superior courts could take over preliminary hearings in district courts to inflate hearing numbers and justify requests for additional judicial officers. The practice of superior court handling district court preliminary appearances could also have an adverse effect on the accuracy of counting and weighting public defense needs in Stevens County district court.

It would also appear that Stevens county superior court is acting beyond the scope of the court's decision. The case of *State of Washington vs. Stevens County District Court Judge* deals with a single issue and that issue is laid out in the first sentence of the opinion: "This case asks us to determine whether a superior court may conduct preliminary appearance hearings for misdemeanors and gross misdemeanors originally filed in district court." Apparently however, Stevens County Superior Court is contending that it has the authority to "command" the District Court to "accept, file, and comply with all orders signed by a Stevens County Superior Court Judge or Stevens County Superior Court Commissioner in a Stevens County criminal matter, including but not limited to Rule 3.2 Hearing Orders Conditions of Release, Warrants, or Orders Quashing Warrants." See Attachment 1 (Proposed writ). The district court recognized that the proposed writ of the state was overbroad and entered its own writ. See Attachment 2 (Order for writ). Stevens County has subsequently petitioned the court to withdraw the mandate; proceedings are still pending at the appellate court level. See Attachment 3 (Respondent's motion for recall of mandate).

As of this writing, Stevens County Superior Court is still presiding over all in-custody hearings whether or not they are brought under CrRLJ 3.2.1. It is important to remember that while all cases brought to court pursuant to CrRLJ 3.2.1 are in-custody hearings, there are other in-custody hearings separate and apart from CrRLJ 3.2.1 which the case of *State of Washington vs. Stevens County District Court Judge* did not address.

In the practice currently employed by Stevens County superior court, a defendant could be summonsed into court, released on personal recognizance, subsequently plead guilty to some offense, be placed on probation, be supervised by a probation officer and then, several months down the line, violate probation and have a warrant issued for his or her arrest. At the time the warrant in this hypothetical case is issued, the defendant would not have spent a minute in jail. When the defendant is arrested on the warrant, however, the defendant will be held in jail and brought before the court for an in-custody hearing not pursuant to CrRLJ 3.2.1. And while this scenario is hypothetical, it is not uncommon. It would make absolutely no sense for that defendant to be brought before a superior court judge to determine the best course of action when the entire history of the case has taken place in a different court in front of a different

judge and having been supervised by a probation officer who is not available to provide insight into this particular defendant.

The simple rule change being requested reflects the current practice in 38 of the 39 counties in Washington. It would provide clarity, eliminate confusion and reduce frustration for the public, district court staff as well as defendants. In the other 38 counties, courts work together on scheduling issues. District and superior court can and sometimes do make each other pro tems in their respective courts. However, the concept of concurrent jurisdiction should not allow one court to assert ownership over another court's cases.

**D. Hearing:** A hearing is not recommended.

**E. Expedited Consideration:** Expedited consideration is requested given the on-going impact on court operations and the potential deleterious impact on litigants and district courts.

Proposed Amendment:

**RULE 3.2.1**

**PROCEDURE FOLLOWING WARRANTLESS ARREST-PRELIMINARY HEARING**

(a) – (c) [no change]

**(d) Preliminary appearance.**

(1) *Adult.* ~~Unless an accused has appeared or will appear before the superior court for a preliminary appearance,~~ Once a misdemeanor or gross misdemeanor case has been filed in a court of limited jurisdiction, any accused detained in jail must be brought before a court of limited jurisdiction as soon as practicable after the detention is commenced, but in any event before the close of business on the next court day.

(2) – (3) [no change]

**(e) - (g)** [no change]

The Supreme Court  
State of Washington

CHARLES W. JOHNSON  
JUSTICE  
TEMPLE OF JUSTICE  
POST OFFICE BOX 40929  
OLYMPIA, WASHINGTON  
98504-0929



(360) 357-2020  
FACSIMILE (360) 357-2103  
E-MAIL J\_C.JOHNSON@COURTS.WA.GOV

August 19, 2020

Judge Samuel G. Meyer  
Thurston County District Court  
2000 Lakeridge Drive SW, Bldg. 3  
Olympia, WA 98502-6001

Dear Judge Meyer:

Thank you for the District and Municipal Court Judges' Association's submission of the suggested amendment to CrRLJ 3.2.1—Procedure Following Warrantless Arrest—Preliminary Hearing. The Supreme Court Rules Committee reviewed the submission and declined to take further action on the suggested amendment.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Charles W. Johnson'.

Charles W. Johnson, Chair  
Supreme Court Rules Committee

cc: ✓ Judge Michelle Gehlsen, DMCJA President  
Sharon Harvey, DMCJA Court Association Coordinator

**PROPOSED AMENDMENT:**  
GR 31  
ACCESS TO COURT RECORDS

(a)–(k) [Unchanged.]

**(l) Restricted Access to Therapeutic Court Records.**

(1) Unless otherwise provided by statute, court rule, court order, or subsection (1)(A) below, all court records shall be open to the public for inspection and copying upon request. The clerk of the court may assess fees, as may be authorized by law, for production of such records.

(A) Restricted Access. Risk/needs assessments, chemical dependency assessments, domestic violence assessments, mental health and sexual deviancy assessments, treatment provider reports and compliance reports, presentence reports, probation compliance reports, self-help support group attendance (e.g., Alcohol Anonymous or Narcotics Anonymous), and any other compliance reports used in therapeutic courts shall only be accessible as provided in subsection (2) herein.

(2) Unless otherwise provided by statute, court rule or court order, the following persons shall have access to the Restricted Access records listed in subsection (1)(A) above:

(A) Judges, commissioners, magistrates, other court personnel, probation counselors, defendants, defendant’s attorney of record, and the prosecuting attorney.

(3) Upon receipt of a written motion requesting access to these types of records by some other person, the court may allow access to court records restricted under this rule, or relevant portions of court records restricted under this rule, if the court finds no statute or other court rule prohibits access, and the public interest in granting access or the personal interest of the petitioner seeking access, outweighs the privacy and safety interests of the defendant or other persons mentioned in the records.

(A) If the court grants access to court records restricted under this rule, the court may enter such orders necessary to balance the personal privacy and safety interests of the defendant or other persons with the public interest in access.

**From:** Miner, Barbara <[Barbara.Miner@kingcounty.gov](mailto:Barbara.Miner@kingcounty.gov)>  
**Sent:** Monday, September 28, 2020 2:04 PM  
**To:** Goodwin, Jeffrey <[Jeffrey.Goodwin@snoco.org](mailto:Jeffrey.Goodwin@snoco.org)>  
**Cc:** Tim Fitzgerald <[tfitzgerald@spokanecounty.org](mailto:tfitzgerald@spokanecounty.org)>  
**Subject:** County Clerk Input on GR 31 proposed edits

**CAUTION** : This email originated from outside of this organization. Please exercise caution with links and attachments.

Judge Goodwin -- Thanks for talking to us today. We appreciate the opportunity to describe the County Clerks' concerns with the proposed changes to GR 31.

We have no issue with the substance or purpose of the proposed rule change.

Our comment is with the vehicle, specifically GR 31, utilized in the proposal. The proposed edits would leave it to clerks at all court levels to identify the relevant documents identified in DMCJA paragraph 1 (A) as they are filed and make discretionary decisions about protecting them, which is not a model we feel comfortable with and adds a responsibility to the clerks which we'd rather not have. Clerks could be liable under this model for not appropriately identifying and protecting a document.

We suggest that instead this proposal should be implemented via GR 22, which currently applies to Family Law and Guardianship cases and is recognized nationwide as a model for protecting certain records in specific case types without the need for 1) the filing party to obtain a court order to seal and 2) the clerk to make decisions about a document. This GR 22 method works very well and superior court clerks and judges are very comfortable with it. It is a general rule so it is applicable to limited jurisdiction court matters, though it currently only includes Superior Court matters. The basic premise in GR 22 is the filing party's use of a cover sheet on specific documents to identify that a document is allowed the protection of GR 22. Clerks then automatically know the steps to follow per the rule.

Just as in the proposed DMCJA GR 31 edits, there are specific places in GR 22 to describe which cases (in this situation, treatment court cases), which documents (all those in DMCJA paragraph 1(A)) and who gets access to them (described in DMCJA paragraph 2). There is also already a provision in GR 22 that provides an access mechanism to the restricted records for those with no access, like DMCJA proposes in paragraph 3.

From our perspective GR 22 is the right place to implement the protections requested by DMCJA for specific treatment court documents. And since it is a rule that is already in place and brings recognition to our Supreme Court it makes sense to utilize it.

We would be happy to work on the editing work needed in GR 22 to implement this proposal, if that would be of assistance. Thank you for the opportunity to provide our comments. Please feel free to contact me or Tim should you have any questions or would like more information.

Barbara Miner  
King County Clerk  
206-477-0777

**From:** Donohue, Karen <[Karen.Donohue@kingcounty.gov](mailto:Karen.Donohue@kingcounty.gov)>  
**Sent:** Thursday, October 1, 2020 3:49 PM  
**To:** Gehlsen, Michelle <[mgehlisen@kingcounty.gov](mailto:mgehlisen@kingcounty.gov)>; Charles D Short <[cshort@co.okanogan.wa.us](mailto:cshort@co.okanogan.wa.us)>  
**Cc:** Jackie Shea-Brown <[Jackie.SheaBrown@co.benton.wa.us](mailto:Jackie.SheaBrown@co.benton.wa.us)>  
**Subject:** Proposal to modify GR 26 - would like DMCJA support

Hi Michelle & Charles,

Hope all is well with both of you.

I serve on the SCJA Equality and Fairness Committee (EFC) and the SCJA Board. Judge Judy Ramseyer, the current SCJA President-Judge sent a letter to the committees of the SCJA, requesting each committee to “select and complete at least one activity per year that addresses structural racism within the scope of the committee’s work.”

The EFC is interested in proposing an amendment to GR 26 that would require each judicial officer to obtain a set amount of CJE credits in diversity, equity and inclusion training on an annual basis (similar to required ethics CJE credits). Judge Shea-Brown, copied on this email, has reached out to Judith Anderson about this idea. Judith indicated that any proposal to modify GR 26 would go to the Court Education Committee.

Judge Shea-Brown and I (and probably Charles) are attending the SCJA board meeting this Saturday and plan on discussing this possibility. Before we go any further down the road, we wanted to reach out to you to see if DMCJA would support this type of amendment. Please let me know your thoughts.

Thank you!

Best regards,

Karen

*Karen M. Donohue  
Judge, King County Superior Court  
516 Third Avenue, C-203  
Seattle, WA 98104  
206.477.3720*



TO: DMCJA Board of Governors  
FROM: Christina Huwe, Bookkeeper  
RE: 2020-2021 Dues Considerations  
DATE: September 8, 2020

---

The following are items to consider when thinking about dues for this year:

1. The Conference Incidental Fees line item makes up a little over 14% of the budget.
2. We had a cash flow of two hundred seventy-nine thousand dollars (\$279,000), which does not include the Special Fund account.
3. I must assume DMCJA will spend all the money that is in the budget, even though DMCJA typically does not and will likely not spend all of its money this year.
4. DMCJA needs to have cash flow in the account at the start of the budget year to hold the association over until the dues is received. The amount we spend until dues come in can reach close to one hundred thousand dollars (\$100,000).
5. Dues last year came in at a little over one hundred eighty-three thousand dollars (\$183,000).

I would think a 30% reduction in fees would work out well. That would give DMCJA a nice cash flow going into the next budget year. Please let me know if I can be of more help.

Sincerely,

/s/

Christina Huwe  
DMCJA Bookkeeper



# District and Municipal Court Judges' Association

**President**

**JUDGE SAMUEL G. MEYER**  
Thurston County District Court  
2000 Lakeridge Dr SW, Bldg 3  
PO Box 40947  
Olympia, WA 98504-0947  
(360) 786-5562

**President-Elect**

**JUDGE MICHELLE K. GEHLEN**  
King County District Court  
Seattle Courthouse  
516 Third Ave, Rm E327  
Seattle, WA 98104-3273  
(206) 477-3134

**Vice-President**

**JUDGE CHARLES D. SHORT**  
Okanogan County District Court  
149 N 3rd Ave, Rm 306  
Okanogan, WA 98840  
(509) 422-7170

**Secretary/Treasurer**

**COMMISSIONER RICK LEO**  
Snohomish County District Court  
415 E Burke Ave  
Arlington, WA 98223-1010  
(360) 435-7700

**Past President**

**JUDGE REBECCA C. ROBERTSON**  
Federal Way Municipal Court  
33325 8th Ave S  
Federal Way, WA 98003-6325  
(253) 835-3000

**Board of Governors**

**JUDGE LINDA COBURN**  
Edmonds Municipal Court  
(425) 771-0210

**JUDGE THOMAS W. COX**  
Garfield County District Court  
(509) 382-4812

**JUDGE ROBERT W. GRIM**  
Okanogan County District Court  
(509) 422-7170

**JUDGE DREW ANN HENKE**  
Tacoma Municipal Court  
(253) 591-5357

**JUDGE TYSON R. HILL**  
Grant County District Court  
(509) 754-2011

**JUDGE AIMEE MAURER**  
Spokane County District Court  
(509) 477-2961

**JUDGE JEFFREY R. SMITH**  
Spokane County District Court  
(509) 477-2959

**JUDGE LAURA VAN SLYCK**  
Everett Municipal Court  
(425) 257-8778

**COMMISSIONER PAUL WOHL**  
Thurston County District

**TO:** District and Municipal Court Judges, Commissioners, and Magistrates  
DMCJA Associate Members

**FROM:** Judge Samuel G. Meyer, President  
Commissioner Rick Leo, Secretary-Treasurer

**RE:** 2020 DMCJA DUES

According to the Bylaws of the District and Municipal Court Judges' Association (DMCJA), annual dues will be assessed for members.

**Payment of dues is prerequisite to participation in DMCJA governance and receipt of benefits associated with membership in good standing.**

**CHECK ONE**

**Judge**

- ¾ to Full-time District or Municipal Court Judge \$1000
- ¼ to ¾ Time District or Municipal Court Judge \$500
- Less than ¼ Time District or Municipal Court Judge \$250

**Commissioner/Magistrate (80 percent of the judge rate, based on FTE)**

- ¾ to Full-time District or Municipal Court Comm./Magistrate \$800
- ¼ to ¾ Time District or Municipal Court Comm./Magistrate \$400
- Less than ¼ Time District or Municipal Court Comm./Magistrate \$200

**Associate Member**

- Associate Member (retired or former member only) \$25

Please provide the following information to ensure proper posting:

Name \_\_\_\_\_

Court \_\_\_\_\_

Address \_\_\_\_\_

To maintain your membership in good standing, please remit this form and your payment by February 18, 2020.

**MAKE CHECK PAYABLE TO: "DMCJA"**

**Send to: Commissioner Rick Leo**  
Snohomish County District Court  
Cascade Division  
415 E Burke Ave  
Arlington, WA 98223-1010

**Washington State District And Municipal Court Judges Assoc.  
Profit & Loss**

Accrual Basis

July 2016 through June 2020

	Jul '16 - Jun 17	Jul '17 - Jun 18	Jul '18 - Jun 19	Jul '19 - Jun 20
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
2017 Special Fund	5,425.00	100.00	0.00	0.00
Interest Income	128.09	133.83	533.33	542.70
Membership Revenue	179,550.00	177,950.00	181,775.00	183,425.00
Other Revenue	0.00	0.00	369.81	0.00
<b>Total Income</b>	<u>185,103.09</u>	<u>178,183.83</u>	<u>182,678.14</u>	<u>183,967.70</u>
<b>Gross Profit</b>	185,103.09	178,183.83	182,678.14	183,967.70
<b>Expense</b>				
Conference Incidental Fees 2020	0.00	0.00	0.00	-657.73
Council on Independent Courts	0.00	0.00	0.00	416.28
MPA Liaison	0.00	0.00	0.00	228.60
Special Fund Expense	0.00	0.00	451.25	7,252.77
Spring Conference 2019	0.00	0.00	35,400.00	0.00
Judicial College Program Support	1,500.00	1,500.00	0.00	0.00
Pro-Tem	11,910.18	0.00	0.00	0.00
Prior Year Budget Expense	5,848.85	6,606.21	8,712.83	14,292.52
Board Meeting Expense	33,164.39	20,991.30	21,088.52	8,109.32
Bookkeeping Expense	4,005.00	3,559.75	4,154.50	3,816.00
Conference Calls	125.87	605.78	750.04	664.12
Conference Planning Committee	2,474.15	3,589.01	2,508.61	0.00
Spring Conference 2018	38,025.00	34,800.00	0.00	0.00
Diversity Committee	1,781.46	86.34	1,500.00	82.66
DMCJA/SCJA Sentencing Alt.	1,020.45	290.60	933.20	0.00
DMCMA Liaison Committee	339.20	0.00	63.00	0.00
Education Committee	1,912.93	1,199.68	2,138.34	4,323.98
Educational Grants	1,398.31	1,000.00	3,382.77	1,830.58
16 - Education - PJ Confrence	11,278.36	0.00	0.00	0.00
Education Security	287.20	0.00	1,900.80	0.00
Judicial Assistance Committee	4,821.03	6,101.03	6,029.74	-5,810.18
Judicial College Social Support	0.00	0.00	0.00	2,000.00
Judicial Community Outreach	341.20	1,600.00	1,600.00	1,600.00
Judicial Indep Fire Brigade	0.00	0.00	103.33	0.00
Legislative Committee	1,526.27	940.89	335.20	305.37
Legislative Pro-Tem	259.33	2,174.20	1,216.44	1,910.80
Lobbyist Contract	60,999.96	64,999.92	70,000.12	75,000.00
Long-Range Planning Committee	122.05	-100.55	469.03	1,084.39
MCA Liaison	443.20	220.44	0.00	0.00
Municipal/Dist. Ct Swearing-in	0.00	431.11	0.00	0.00
National Leadership Grants	2,635.00	5,777.89	2,099.00	0.00
President Expense	1,722.75	2,415.82	1,725.34	276.21
Pro Tempore (Chair Approval)	136.25	0.00	162.50	0.00
Professional Services	0.00	0.00	600.00	700.00
Public Outreach (ad hoc workgrp)	0.00	0.00	143.72	0.00
Rules Committee	270.50	0.00	0.00	0.00
SCJA Board Liaison	171.70	0.00	351.90	64.10
Therapeutic Courts Committee	0.00	0.00	199.94	0.00
Treasurer Expense and Bonds	54.00	161.85	72.06	70.45
Trial Court Advocacy Board	416.81	0.00	0.00	0.00
99 - Depreciation Expense	114.96	124.54	0.00	0.00
Bank Service Charges	46.00	-0.50	0.00	0.00
Interest Expense	0.00	18.23	0.00	0.00
Regional Courts	0.00	-84.00	0.00	0.00
<b>Total Expense</b>	<u>189,152.36</u>	<u>159,009.54</u>	<u>168,092.18</u>	<u>117,560.24</u>
<b>Net Ordinary Income</b>	-4,049.27	19,174.29	14,585.96	66,407.46
<b>Net Income</b>	<u><u>-4,049.27</u></u>	<u><u>19,174.29</u></u>	<u><u>14,585.96</u></u>	<u><u>66,407.46</u></u>

# Washington State District And Municipal Court Judges Assoc.

## Profit & Loss

Accrual Basis

July 2016 through June 2020

	TOTAL
Ordinary Income/Expense	
Income	
2017 Special Fund	5,525.00
Interest Income	1,337.95
Membership Revenue	722,700.00
Other Revenue	369.81
Total Income	729,932.76
Gross Profit	729,932.76
Expense	
Conference Incidental Fees 2020	-657.73
Council on Independent Courts	416.28
MPA Liaison	228.60
Special Fund Expense	7,704.02
Spring Conference 2019	35,400.00
Judicial College Program Support	3,000.00
Pro-Tem	11,910.18
Prior Year Budget Expense	35,460.41
Board Meeting Expense	83,353.53
Bookkeeping Expense	15,535.25
Conference Calls	2,145.81
Conference Planning Committee	8,571.77
Spring Conference 2018	72,825.00
Diversity Committee	3,450.46
DMCJA/SCJA Sentencing Alt.	2,244.25
DMCMA Liaison Committee	402.20
Education Committee	9,574.93
Educational Grants	7,611.66
16 - Education - PJ Conference	11,278.36
Education Security	2,188.00
Judicial Assistance Committee	11,141.62
Judicial College Social Support	2,000.00
Judicial Community Outreach	5,141.20
Judicial Indep Fire Brigade	103.33
Legislative Committee	3,107.73
Legislative Pro-Tem	5,560.77
Lobbyist Contract	271,000.00
Long-Range Planning Committee	1,574.92
MCA Liaison	663.64
Municipal/Dist. Ct Swearing-in	431.11
National Leadership Grants	10,511.89
President Expense	6,140.12
Pro Tempore (Chair Approval)	298.75
Professional Services	1,300.00
Public Outreach (ad hoc workgrp)	143.72
Rules Committee	270.50
SCJA Board Liaison	587.70
Therapeutic Courts Committee	199.94
Treasurer Expense and Bonds	358.36
Trial Court Advocacy Board	416.81
99 - Depreciation Expense	239.50
Bank Service Charges	45.50
Interest Expense	18.23
Regional Courts	-84.00
Total Expense	633,814.32
Net Ordinary Income	96,118.44
Net Income	96,118.44



WASHINGTON  
COURTS

# District and Municipal Court Judges' Association

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**JUDGE MICHELLE K. GEHLSSEN**  
Bothell Municipal Court  
(425) 487-5587

**JUDGE MICHAEL J. LAMBO**  
Kirkland Municipal Court  
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Thurston County District Court  
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**JUDGE DOUGLAS B. ROBINSON**  
Whitman County Dist. Court  
(509) 397-5297

**JUDGE CHARLES D. SHORT**  
Okanogan County District Court  
(509) 422-7170

**JUDGE TRACY A. STAAB**  
Spokane Municipal Court  
(509) 625-4400

January 17, 2017

**TO:** DMCJA Membership

**FROM:** Judge G. Scott Marinella, President  
Judge Rebecca C. Robertson, Secretary-Treasurer

**RE:** ASSOCIATION DUES AND SPECIAL ASSESSMENT

The 2017 District and Municipal Court Judges' Association (DMCJA) dues and Special Fund notices are enclosed. Dues are payable by **February 15, 2017**. Please remember that, to be a member in good standing, all DMCJA dues and assessments must be paid.

DMCJA General Dues will increase by 33% in 2017. This will be the first dues membership increase in eight years. The increase will provide the Association with the funds necessary to operate. The DMCJA is a statutorily-created, professional association of Washington State's limited jurisdiction court judicial officers. The Association is charged at RCW 3.70.040 with duties related to the operation and administration of limited jurisdiction courts.

The Association relies on dues and special fund assessments to carry out its statutory duties. Most activities are paid for out of Association dues. The special fund is used for expenses that cannot be paid out of government funds. In recent legislative sessions, Special Fund and BJA assessments were used to:

- Support a constitutional amendment to allow municipal court judges to be members of the Commission on Judicial Conduct;
- Support successful passage of E2SSB 5454, which has resulted in projected revenue to local government of \$11,600 per full-time elected judge per year; and
- Support passage of legislation to increase judicial retirement benefits.

Membership in good standing will be certified prior to the 2017 Spring Conference business meeting. As of May 1, 2017, any member who has not paid the Association dues and special fund assessment is not entitled to "any rights and privileges of active membership." (DMCJA Bylaws, Article IV, Section 3). Only those members who have paid dues will be allowed to run for Association office and/or vote. Standing will also be considered in making committee assignments and appointing representatives to outside groups. Annual Spring Conference incidental fees will also be paid for all DMCJA members in good standing.

The DMCJA encourages all its members to support the justice system by donating to the Campaign for Equal Justice/Law Fund and the Washington Judges Foundation. An information form is enclosed for your convenience.

**Enclosures:**

- DMCJA Dues Notice
- Special Fund Assessment Notice
- Charitable Organizations Notice

N:\Programs & Organizations\DMCJA\Dues Notices\Dues Cover 2017.docx

## MEMORANDUM

**TO:** DMCJA Board of Governors  
**FROM:** DMCJA Legislative Committee/srh  
**DATE:** September 11, 2020  
**RE:** Recommendations to the Board: Legislative Package for 2021 Session

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On August 7, 2020, the DMCJA Legislative Committee (“Committee”) met to discuss proposed DMCJA legislation, and, to hear a Board for Judicial Administration (“BJA”) Legislative Committee presentation on the Clean Slate Act (“CSA”), House Bill (“HB”) 2793, and its impacts on court operations. Both the Superior Court Judges’ Association (“SCJA”) and DMCJA were requested to support adopting a BJA Legislative Committee action plan to speak with legislators and stakeholders to educate them about the significant impacts implementation of the CSA would have on courts.

The Committee met on September 11, 2020, and, decided by general consensus, to recommend the DMCJA Board of Governors (“Board”) take the actions stated below.

### **Recommended 2021 DMCJA Legislation:**

- 1) **CSA - Support adopting the BJA Legislative Committee action plan** to engage with legislators and stakeholders to educate them of the impacts of the Clean Slate Act. The Committee **recommends that DMCJA take “no position” on the CSA** because the association does not take positions on policy issues. *See attached* BJA Legislative Committee Action Plan.
- 2) **Reintroduce Senate Bill (“SB”) [2605](#), *Interlocal Agreements for Probation Services*.** This bill was introduced in 2018. The issue of probation has caused some distress because a person may be on probation in multiple jurisdictions simultaneously. The bill would allow courts to have interlocal agreements to consolidate probation. *See attached* SB 2605.
- 3) **Support legislation related to Therapeutic Alternatives ([HB 2863](#))** - This 2020 Legislative Session bill was not official DMCJA proposed legislation, however, the DMCJA supported it. *See attached* HB 2863.



Audience	Message	Who/How	When
<b>Broader association membership and its lobbyists</b>	Learn the concerns/impacts from CSA and join in execution of this action plan	Leg committee members/according to association protocols	Immediately
<b>Local Government Officials</b>	<ul style="list-style-type: none"> <li>• Huge local budget impact</li> <li>• Court and possibly prosecutorial inefficiency</li> </ul>	Judicial officers & association lobbyists/in-person meetings and personal contacts	Now through next session
<b>Local Legislators</b>	<ul style="list-style-type: none"> <li>• Conflicts with court rules/operations</li> <li>• Improper for courts to initiate matters or investigate of individuals' criminal background – parties must present evidence</li> <li>• Defendants must participate</li> <li>• Court order must be based on evidence and judges must consider public safety always</li> </ul>	Judicial officers & association lobbyists/in-person meetings and personal contacts	Now (especially before January) but also through 2021 session
<b>Policy Committees</b> SL&J Cmte Senators HC&J Cmte Reps	<ul style="list-style-type: none"> <li>• New Hope Act (2019) expanded vacation eligibility and aligned with court operations</li> <li>• CSA seeks to change procedure; it conflicts with court operations and the constitutional role of courts</li> <li>• Won't result in what legislators want, if that's more efficient conviction vacation</li> </ul>	<ul style="list-style-type: none"> <li>• Judicial officers &amp; association lobbyists/in-person meetings and personal contacts</li> <li>• Committee testimony when the bill is heard</li> </ul>	<ul style="list-style-type: none"> <li>• In-person meetings with committee members during Committee Assembly and before session</li> <li>• Committee hearings during session</li> </ul>
<b>Fiscal Committees</b> SW&M Cmte Senators HApprops Reps	<ul style="list-style-type: none"> <li>• \$\$\$ local government cost</li> <li>• ROI is very low if courts conduct hearings but don't vacate convictions due to lack of defendant participation or evidence</li> </ul>	<ul style="list-style-type: none"> <li>• Judicial officers &amp; association lobbyists/in-person meetings and personal contacts</li> <li>• Committee testimony when the bill is heard</li> </ul>	<ul style="list-style-type: none"> <li>• In-person meetings with committee members during Committee Assembly and before session</li> <li>• Committee hearings during session</li> </ul>
<b>BJA Leg Committee</b>	<ul style="list-style-type: none"> <li>• Sentencing courts action plan; possible endorsement of it</li> </ul>	Leg cmte co-chairs, Sharon Harvey, Crissy Anderson and Dory Nicpon/during BJA Leg Cmte mtgs	Starting August 31, throughout session
<b>Leg liaisons for cities, counties, and WAPA</b>	<ul style="list-style-type: none"> <li>• Collaborate with WAPA on court process, evidentiary concerns</li> <li>• Collaborate with cities and counties representatives on local costs</li> </ul>	Judicial officers, leg committees and Dory Nicpon/personal contacts	<ul style="list-style-type: none"> <li>• Ongoing since 2020 session</li> <li>• Continue through 2021 session</li> </ul>
<b>Legal Aid/Advocacy Partners</b>	<ul style="list-style-type: none"> <li>• Alternative approaches that align with court processes will be more efficient</li> <li>• Reentry resources/text message alert with legal aid resources</li> </ul>	Judicial officers and leg committees/email and in-person collaboration	Starting now
<b>Governor's Office</b>	<ul style="list-style-type: none"> <li>• If CSA legislation passes that does not align with court rule, it will be expensive and inefficient</li> <li>• Consider a veto, much like 2020</li> </ul>	Judicial officers & association lobbyists/in-person meetings and personal contacts	Only if the legislation is proceeding despite the advocacy above

District and Municipal Court Judges' Association  
Legislative Committee Co-Chairs

- Commissioner Paul Wohl (paul.wohl@co.thurston.wa.us)
- Judge Kevin Ringus (kringus@cityoffice.org)

Superior Court Judges' Association  
Legislative Committee Co-Chairs

- Judge Sean O'Donnell (sean.odonnell@kingcounty.gov)
- Judge Jennifer Forbes (jforbes@co.kitsap.wa.us)

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SUBSTITUTE HOUSE BILL 2605

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State of Washington

65th Legislature

2018 Regular Session

By House Judiciary (originally sponsored by Representatives Irwin and Macri)

READ FIRST TIME 02/02/18.

1 AN ACT Relating to misdemeanor supervision services by limited  
2 jurisdiction courts; amending RCW 4.24.760, 39.34.180, and 70.48.090;  
3 and reenacting and amending RCW 10.64.120.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 **Sec. 1.** RCW 4.24.760 and 2007 c 174 s 2 are each amended to read  
6 as follows:

7 (1) A limited jurisdiction court that provides misdemeanor  
8 supervision services is not liable for civil damages based on the  
9 inadequate supervision or monitoring of a misdemeanor defendant or  
10 probationer unless the inadequate supervision or monitoring  
11 constitutes gross negligence.

12 (2) For the purposes of this section:

13 (a) "Limited jurisdiction court" means a district court or a  
14 municipal court, and anyone acting or operating at the direction of  
15 such court, including but not limited to its officers, employees,  
16 agents, contractors, (~~and~~) volunteers, and others acting pursuant  
17 to an interlocal agreement.

18 (b) "Misdemeanant supervision services" means preconviction or  
19 postconviction misdemeanor probation or supervision services, or the  
20 monitoring of a misdemeanor defendant's compliance with a  
21 preconviction or postconviction order of the court, including but not



1 limited to community corrections programs, probation supervision,  
2 pretrial supervision, or pretrial release services, including such  
3 services conducted pursuant to an interlocal agreement.

4 (3) This section does not create any duty and shall not be  
5 construed to create a duty where none exists. Nothing in this section  
6 shall be construed to affect judicial immunity.

7 **Sec. 2.** RCW 39.34.180 and 2001 c 68 s 4 are each amended to read  
8 as follows:

9 (1) Each county, city, and town is responsible for the  
10 prosecution, adjudication, sentencing, and incarceration of  
11 misdemeanor and gross misdemeanor offenses committed by adults in  
12 their respective jurisdictions, and referred from their respective  
13 law enforcement agencies, whether filed under state law or city  
14 ordinance, and must carry out these responsibilities through the use  
15 of their own courts, staff, and facilities, or by entering into  
16 contracts or interlocal agreements under this chapter to provide  
17 these services. Nothing in this section is intended to alter the  
18 statutory responsibilities of each county for the prosecution,  
19 adjudication, sentencing, and incarceration for not more than one  
20 year of felony offenders, nor shall this section apply to any offense  
21 initially filed by the prosecuting attorney as a felony offense or an  
22 attempt to commit a felony offense. The court of any county, city, or  
23 town that wishes to offer probation supervision services may enter  
24 into interlocal agreements under subsection (6) of this section to  
25 provide those services.

26 (2) The following principles must be followed in negotiating  
27 interlocal agreements or contracts: Cities and counties must consider  
28 (a) anticipated costs of services; and (b) anticipated and potential  
29 revenues to fund the services, including fines and fees, criminal  
30 justice funding, and state-authorized sales tax funding levied for  
31 criminal justice purposes.

32 (3) If an agreement as to the levels of compensation within an  
33 interlocal agreement or contract for gross misdemeanor and  
34 misdemeanor services cannot be reached between a city and county,  
35 then either party may invoke binding arbitration on the compensation  
36 issued by notice to the other party. In the case of establishing  
37 initial compensation, the notice shall request arbitration within  
38 thirty days. In the case of nonrenewal of an existing contract or  
39 interlocal agreement, the notice must be given one hundred twenty

1 days prior to the expiration of the existing contract or agreement  
2 and the existing contract or agreement remains in effect until a new  
3 agreement is reached or until an arbitration award on the matter of  
4 fees is made. The city and county each select one arbitrator, and the  
5 initial two arbitrators pick a third arbitrator. This subsection does  
6 not apply to the extent that the interlocal agreement is for  
7 probation supervision services.

8 (4) A city or county that wishes to terminate an agreement for  
9 the provision of court services must provide written notice of the  
10 intent to terminate the agreement in accordance with RCW 3.50.810 and  
11 35.20.010. This subsection does not apply to the extent that the  
12 interlocal agreement is for probation supervision services.

13 (5) For cities or towns that have not adopted, in whole or in  
14 part, criminal code or ordinance provisions related to misdemeanor  
15 and gross misdemeanor crimes as defined by state law, this section  
16 shall have no application until July 1, 1998.

17 (6) Municipal courts or district courts may enter into interlocal  
18 agreements for pretrial and/or post judgment probation supervision  
19 services pursuant to ARLJ 11. Such agreements shall not affect the  
20 jurisdiction of the court that imposes probation supervision, need  
21 not require the referral of all supervised cases by a jurisdiction,  
22 and may limit the referral for probation supervision services to a  
23 single case. An agreement for probation supervision services is not  
24 valid unless approved by the presiding judge of each participating  
25 court. The interlocal agreement may not require approval of the local  
26 executive and legislative bodies unless the interlocal agreement  
27 requires the expenditure of additional funds by the jurisdiction.  
28 Judges of the jurisdiction hosting probation supervision services may  
29 only impose sanctions on cases from another participating  
30 jurisdiction if an agreement has been reached by the applicable  
31 cities or counties pursuant to RCW 70.48.090 on how jail costs and  
32 the cost of other sanctions will be shared by the host and  
33 participating jurisdictions, and only if the judgment and sentence or  
34 other order states that sanctions may be imposed by the host  
35 jurisdiction.

36 The administrative office of the courts, in cooperation with the  
37 district and municipal court judges association, may develop a model  
38 interlocal agreement.

1       **Sec. 3.** RCW 70.48.090 and 2007 c 13 s 1 are each amended to read  
2 as follows:

3       (1) Contracts for jail services may be made between a county and  
4 a city, and among counties and cities. The contracts shall: Be in  
5 writing, give one governing unit the responsibility for the operation  
6 of the jails, specify the responsibilities of each governing unit  
7 involved, and include the applicable charges for custody of the  
8 prisoners as well as the basis for adjustments in the charges. The  
9 contracts may be terminated only by ninety days written notice to the  
10 governing units involved and to the office. The notice shall state  
11 the grounds for termination and the specific plans for accommodating  
12 the affected jail population.

13       (2) A city or county may contract for jail services with an  
14 adjacent county, or city in an adjacent county, in a neighboring  
15 state. A person convicted in the courts of this state and sentenced  
16 to a term of confinement in a city or county jail may be transported  
17 to a jail in the adjacent county to be confined until: (a) The term  
18 of confinement is completed; or (b) that person is returned to be  
19 confined in a city or county jail in this state.

20       (3) The contract authorized in subsection (1) of this section  
21 shall be for a minimum term of ten years when state funds are  
22 provided to construct or remodel a jail in one governing unit that  
23 will be used to house prisoners of other governing units. The  
24 contract may not be terminated prior to the end of the term without  
25 the office's approval. If the contract is terminated, or upon the  
26 expiration and nonrenewal of the contract, the governing unit whose  
27 jail facility was built or remodeled to hold the prisoners of other  
28 governing units shall pay to the state treasurer the amount set by  
29 the corrections standards board or office when it authorized  
30 disbursement of state funds for the remodeling or construction under RCW  
31 70.48.120. This amount shall be deposited in the local jail  
32 improvement and construction account and shall fairly represent the  
33 construction costs incurred in order to house prisoners from other  
34 governing units. The office may pay the funds to the governing units  
35 which had previously contracted for jail services under rules which  
36 the office may adopt. The acceptance of state funds for constructing  
37 or remodeling consolidated jail facilities constitutes agreement to  
38 the proportionate amounts set by the office. Notice of the  
39 proportionate amounts shall be given to all governing units involved.

1 This subsection shall not apply to interlocal agreements under RCW  
2 39.34.180(6).

3 (4) A city or county primarily responsible for the operation of a  
4 jail or jails may create a department of corrections to be in charge  
5 of such jail and of all persons confined therein by law, subject to  
6 the authority of the governing unit. If such department is created,  
7 it shall have charge of jails and persons confined therein. If no  
8 such department of corrections is created, the chief law enforcement  
9 officer of the city or county primarily responsible for the operation  
10 of said jail shall have charge of the jail and of all persons  
11 confined therein.

12 (5) A city or county may enter into an interlocal agreement for  
13 the sharing of costs for sanctions imposed by a jurisdiction hosting  
14 probation supervision services pursuant to an interlocal agreement  
15 under RCW 39.34.180(6).

16 **Sec. 4.** RCW 10.64.120 and 2005 c 400 s 7 and 2005 c 282 s 22 are  
17 each reenacted and amended to read as follows:

18 (1) Every judge of a court of limited jurisdiction shall have the  
19 authority to levy upon a person a monthly assessment not to exceed  
20 one hundred dollars for services provided whenever the person is  
21 referred by the court to the misdemeanor probation department for  
22 evaluation or supervision services. The assessment may also be made  
23 by a judge in superior court when such misdemeanor or gross  
24 misdemeanor cases are heard in the superior court. Such costs may  
25 only be imposed by a host jurisdiction if the defendant is being  
26 supervised pursuant to an interlocal agreement under RCW  
27 39.34.180(6). Nothing in this subsection prevents contracting  
28 jurisdictions under RCW 39.34.180(6) from agreeing to the division of  
29 moneys received by the host jurisdiction for probation supervision  
30 services.

31 (2) For the purposes of this section the administrative office of  
32 the courts shall define a probation department and adopt rules for  
33 the qualifications of probation officers based on occupational and  
34 educational requirements developed by an oversight committee. This  
35 oversight committee shall include a representative from the district  
36 and municipal court judges' association, the misdemeanor corrections  
37 association, the administrative office of the courts, and  
38 associations of cities and counties. The oversight committee shall  
39 consider qualifications that provide the training and education

1 necessary to (a) conduct presentencing and postsentencing background  
2 investigations, including sentencing recommendations to the court  
3 regarding jail terms, alternatives to incarceration, and conditions  
4 of release; and (b) provide ongoing supervision and assessment of  
5 offenders' needs and the risk they pose to the community.

6 (3) It shall be the responsibility of the probation services  
7 office to implement local procedures approved by the court of limited  
8 jurisdiction to ensure collection and payment of such fees into the  
9 general fund of the city or county treasury.

10 (4) Revenues raised under this section shall be used to fund  
11 programs for probation services and shall be in addition to those  
12 funds provided in RCW 3.62.050.

13 (5) Assessments and fees levied upon a probationer under this  
14 section must be suspended while the probationer is being supervised  
15 by another state under RCW 9.94A.745, the interstate compact for  
16 adult offender supervision.

--- END ---

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HOUSE BILL 2863

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State of Washington

66th Legislature

2020 Regular Session

By Representatives Davis, Irwin, and Kilduff

Read first time 01/27/20. Referred to Committee on Appropriations.

1 AN ACT Relating to expanding therapeutic alternatives and  
2 interventions through courts of limited jurisdiction for people with  
3 behavioral health conditions; reenacting and amending RCW 71.24.580;  
4 and creating a new section.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 NEW SECTION. **Sec. 1.** (1) The legislature finds that:

7 (a) The majority of individuals in our criminal legal system live  
8 with a mental health or substance use condition, or both;

9 (b) Many such individuals have repeated interactions with the  
10 criminal legal system because their underlying behavioral health  
11 condition remains untreated;

12 (c) Mental health and substance use disorders are treatable  
13 conditions from which people recover; and

14 (d) Courts of limited jurisdiction can play a crucial role in  
15 providing pathways to treatment, long-term recovery, and reduced  
16 recidivism for this population.

17 (2) Therefore, it is the intent of the legislature to expand  
18 opportunities for district and municipal courts to engage individuals  
19 living with behavioral health conditions in therapeutic interventions  
20 to address their underlying conditions, promote recovery, and reduce  
21 recidivism.

1       **Sec. 2.** RCW 71.24.580 and 2019 c 415 s 980, 2019 c 325 s 1040,  
2 and 2019 c 314 s 27 are each reenacted and amended to read as  
3 follows:

4       (1) The criminal justice treatment account is created in the  
5 state treasury. Moneys in the account may be expended solely for: (a)  
6 Substance use disorder treatment and treatment support services for  
7 offenders with a substance use disorder that, if not treated, would  
8 result in addiction, against whom charges are filed by a prosecuting  
9 attorney in Washington state; (b) the provision of substance use  
10 disorder treatment services and treatment support services for  
11 nonviolent offenders within a drug court program; and (c) the  
12 administrative and overhead costs associated with the operation of a  
13 drug court. Amounts provided in this subsection must be used for  
14 treatment and recovery support services for criminally involved  
15 offenders and authorization of these services shall not be subject to  
16 determinations of medical necessity. During the 2017-2019 fiscal  
17 biennium, the legislature may direct the state treasurer to make  
18 transfers of moneys in the criminal justice treatment account to the  
19 state general fund. During the 2019-2021 fiscal biennium, the  
20 legislature may direct the state treasurer to make transfers of  
21 moneys in the criminal justice treatment account to the home security  
22 fund account created in RCW 43.185C.060. It is the intent of the  
23 legislature to continue the policy of transferring moneys from the  
24 criminal justice treatment account to the home security fund account  
25 in subsequent biennia. Moneys in the account may be spent only after  
26 appropriation.

27       (2) For purposes of this section:

28       (a) "Treatment" means services that are critical to a  
29 participant's successful completion of his or her substance use  
30 disorder treatment program, including but not limited to the recovery  
31 support and other programmatic elements outlined in RCW 2.30.030  
32 authorizing therapeutic courts; and

33       (b) "Treatment support" includes transportation to or from  
34 inpatient or outpatient treatment services when no viable alternative  
35 exists, and child care services that are necessary to ensure a  
36 participant's ability to attend outpatient treatment sessions.

37       (3) Revenues to the criminal justice treatment account consist  
38 of: (a) Funds transferred to the account pursuant to this section;  
39 and (b) any other revenues appropriated to or deposited in the  
40 account.

1 (4) (a) For the fiscal year beginning July 1, 2005, and each  
2 subsequent fiscal year, the state treasurer shall transfer eight  
3 million two hundred fifty thousand dollars from the general fund to  
4 the criminal justice treatment account, divided into four equal  
5 quarterly payments. For the fiscal year beginning July 1, 2006, and  
6 each subsequent fiscal year, the amount transferred shall be  
7 increased on an annual basis by the implicit price deflator as  
8 published by the federal bureau of labor statistics.

9 (b) In each odd-numbered year, the legislature shall appropriate  
10 the amount transferred to the criminal justice treatment account in  
11 (a) of this subsection to the department for the purposes of  
12 subsection (5) of this section.

13 (5) Moneys appropriated to the authority from the criminal  
14 justice treatment account shall be distributed as specified in this  
15 subsection. The authority may retain up to three percent of the  
16 amount appropriated under subsection (4) (b) of this section for its  
17 administrative costs.

18 (a) Seventy percent of amounts appropriated to the authority from  
19 the account shall be distributed to counties pursuant to the  
20 distribution formula adopted under this section. The authority, in  
21 consultation with the department of corrections, the Washington state  
22 association of counties, the Washington state association of drug  
23 court professionals, the superior court judges' association, the  
24 Washington association of prosecuting attorneys, representatives of  
25 the criminal defense bar, representatives of substance use disorder  
26 treatment providers, and any other person deemed by the authority to  
27 be necessary, shall establish a fair and reasonable methodology for  
28 distribution to counties of moneys in the criminal justice treatment  
29 account. County or regional plans submitted for the expenditure of  
30 formula funds must be approved by the panel established in (b) of  
31 this subsection.

32 (b) Thirty percent of the amounts appropriated to the authority  
33 from the account shall be distributed as grants for purposes of  
34 treating offenders against whom charges are filed by a county  
35 prosecuting attorney. The authority shall appoint a panel of  
36 representatives from the Washington association of prosecuting  
37 attorneys, the Washington association of sheriffs and police chiefs,  
38 the superior court judges' association, the Washington state  
39 association of counties, the Washington defender's association or the  
40 Washington association of criminal defense lawyers, the department of



1 corrections, the Washington state association of drug court  
2 professionals, and substance use disorder treatment providers. The  
3 panel shall review county or regional plans for funding under (a) of  
4 this subsection and grants approved under this subsection. The panel  
5 shall attempt to ensure that treatment as funded by the grants is  
6 available to offenders statewide.

7 (6) The county alcohol and drug coordinator, county prosecutor,  
8 county sheriff, county superior court, a substance abuse treatment  
9 provider appointed by the county legislative authority, a member of  
10 the criminal defense bar appointed by the county legislative  
11 authority, and, in counties with a drug court, a representative of  
12 the drug court shall jointly submit a plan, approved by the county  
13 legislative authority or authorities, to the panel established in  
14 subsection (5)(b) of this section, for disposition of all the funds  
15 provided from the criminal justice treatment account within that  
16 county. The submitted plan should incorporate current evidence-based  
17 practices in substance use disorder treatment. The funds shall be  
18 used solely to provide approved alcohol and substance use disorder  
19 treatment pursuant to RCW (~~71.24.560~~) 71.24.025 and treatment  
20 support services. No more than ten percent of the total moneys  
21 received under subsections (4) and (5) of this section by a county or  
22 group of counties participating in a regional agreement shall be  
23 spent for treatment support services.

24 (7) Counties are encouraged to consider regional agreements and  
25 submit regional plans for the efficient delivery of treatment under  
26 this section.

27 (8) Moneys allocated under this section shall be used to  
28 supplement, not supplant, other federal, state, and local funds used  
29 for substance abuse treatment.

30 (9) If a region or county uses criminal justice treatment account  
31 funds to support a therapeutic court, the therapeutic court must  
32 allow the use of all medications approved by the federal food and  
33 drug administration for the treatment of opioid use disorder as  
34 deemed medically appropriate for a participant by a medical  
35 professional. If appropriate medication-assisted treatment resources  
36 are not available or accessible within the jurisdiction, the health  
37 care authority's designee for assistance must assist the court with  
38 acquiring the resource.

39 (10) Counties must meet the criteria established in RCW  
40 2.30.030(3).

1 (11) The authority shall annually review and monitor the  
2 expenditures made by any county or group of counties that receives  
3 appropriated funds distributed under this section. Counties shall  
4 repay any funds that are not spent in accordance with the  
5 requirements of its contract with the authority.

6 (12) Subject to the availability of funds appropriated for this  
7 specific purpose, moneys in the criminal justice treatment account  
8 may be expended for a district and municipal court grant program  
9 aimed at identifying criminal justice system-involved persons with  
10 mental health and substance use disorders and engaging those persons  
11 with evidence-based or emerging best practice therapeutic  
12 interventions and other services.

13 (a) Grants must be awarded to jurisdictions based on locally  
14 developed proposals to establish new programs or expand existing  
15 programs. Jurisdictions are encouraged to work cooperatively as  
16 authorized by RCW 2.30.050.

17 (b) Courts receiving funding must use the funds to create a new  
18 therapeutic court, enhance existing therapeutic court operations, or  
19 make therapeutic interventions and supports available to individuals  
20 with behavioral health conditions. Enhancements and supports may  
21 include the following:

22 (i) Performing on-site assessments for behavioral health  
23 conditions;

24 (ii) Developing criminal legal system-behavioral health  
25 partnerships used by communities to assess local resources, gaps, and  
26 opportunities;

27 (iii) Implementing comprehensive client case management systems;

28 (iv) Establishing peer support programs to pair individuals in  
29 the court system with trained peer supports who are themselves in  
30 recovery and who can help court-involved individuals identify and  
31 break down barriers to recovery;

32 (v) Developing and coordinating pretrial release programs,  
33 diversion program supervision, postconviction supervision, and  
34 seamless transitions to and from jail reentry programs, as well as  
35 programs that work with participants sentenced to jail alternatives;

36 (vi) Providing specialized training for judges and therapeutic  
37 court personnel relating to the adjudication of cases involving  
38 individuals with behavioral health needs;

1 (vii) Employing technology and software that assist the court to  
2 notify the participant of the need to appear in court or at needed  
3 appointments; and

4 (viii) Other innovative interventions targeted specifically at  
5 persons with substance use disorders and other behavioral health  
6 needs.

7 (c) The authority shall appoint a panel of representatives from  
8 the Washington association of prosecuting attorneys, the Washington  
9 association of sheriffs and police chiefs, the district and municipal  
10 judges association, the Washington state association of counties, the  
11 association of Washington cities, the Washington defender's  
12 association or the Washington association of criminal defense  
13 lawyers, a representative of therapeutic courts at the district and  
14 municipal court level, behavioral health treatment providers,  
15 recovery support service providers, a peer support service provider,  
16 and persons with lived experience of behavioral health conditions and  
17 criminal legal system involvement. The panel shall review  
18 applications for funding and allocate funding based upon the needs of  
19 the applicants as expressed in their proposal. The panel shall  
20 attempt to ensure that treatment as funded by the grants is available  
21 to offenders statewide.

22 (d) Priority shall be given to applicants if the needed resources  
23 are being provided through a memorandum of understanding or other  
24 form of agreement with existing resource providers versus the  
25 creation of a new resource provider or the addition of staff to the  
26 jurisdiction to perform a service that already exists in the  
27 community.

28 (e) Money received by grant recipients under this program must be  
29 used to supplement, not supplant, any other local, state, and federal  
30 funds for the court.

31 (f) No civil liability may be imposed by any court on the state  
32 or its officers or employees, an appointed or elected official,  
33 public employee, public agency as defined in RCW 4.24.470,  
34 combination of units of government and its employees as provided in  
35 RCW 36.28A.010, nonprofit community-based organization, tribal  
36 government entity, tribal organization, or urban Indian organization  
37 based on the administration of this grant program or activities

1 carried out within the purview of a grant received under this program  
2 except upon proof of bad faith or gross negligence.

--- END ---

## Goulet, Susan

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**From:** Gehlsen, Michelle <mgehlsen@kingcounty.gov>  
**Sent:** Monday, September 28, 2020 10:43 AM  
**To:** Goulet, Susan; Nicpon, Dory; Hahn, Sondra  
**Subject:** Fw: Public Defense caseload standards and COVID  
**Attachments:** Covid CPD Standards Workload Statement.pdf

Can we add this to discussion item on the October Board meeting? Thank you.

---

**From:** Scott Ahlf  
**Sent:** Tuesday, September 22, 2020 9:08 AM  
**To:** Gehlsen, Michelle  
**Subject:** FW: Public Defense caseload standards and COVID

[EXTERNAL Email Notice! ] External communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

I received this information as co-chair of the recovery task force. I think this is an issue that will need to be addressed by every court. You may want to pass it on to the board for review.

*SCOTT K. AHLF*  
Olympia Municipal Court Judge  
[sahlf@ci.olympia.wa.us](mailto:sahlf@ci.olympia.wa.us)  
360-753-8312

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**From:** Schwarz, Jason  
**Sent:** Monday, September 21, 2020 3:45 PM  
**To:** Ramseyer, Judith ; Scott Ahlf  
**Cc:** Travis Stearns (travisdstearns@gmail.com)  
**Subject:** Public Defense caseload standards and COVID

**External Email Alert!**  
This email originated from a source outside of the City's network. Use caution before clicking on links or opening attachments.

Hi Judges Ramseyer and Ahlf,

I'm writing today to see if I could get your advice and/or assistance.

The WSBA Council on Public Defense has promulgated the attached comment on public defense caseloads during COVID. I wanted to share these with you insofar as they inform our discussions on the BJA task force. I'm also eager to share this change in standards with our judges statewide. I imagine, given the changes, that judges may see requests by PDs to withdraw from cases or refusals to accept additional cases and I'd like them to have a copy of the standards before being confronted with such a request. What is the best way to distribute this document to our county and municipal trial judges? Is there a state-wide organization(s) that I could solicit to distribute this document along with a brief summary?

As a brief summary for you both, this is not a new rule about caseload. It is a comment on existing rules and encourages attorneys and contracting agencies to reduce caseloads when there is a surge of cases beyond normal expectation or when there is an increase of complex or serious cases which demand additional time from the attorney in order to provide effective assistance of counsel. The bar encourages each attorney to routinely evaluate and determine the

capacity to provide quality representation. When an attorney raises caseload concerns (with supervisors, contractors, or judicial officers) the attorney's representations are presumed to be correct and the caseload should be adjusted.

While I imagine that most judges will not have to address issues about caseload standards, I can imagine that this will come up in jurisdictions where the trial court administration is involved in the appointment of counsel. I plan to also send this to defenders as well as the county and city appointing authorities that I'm aware of. If either of you have other thoughts about who should receive this update, I'd welcome any feedback.

Hope you're both well.

Best,

**Jason Schwarz** | Director  
Snohomish County Office of Public Defense  
3000 Rockefeller Avenue | Everett, WA 98201-4046  
425.388.3032 | [jason.schwarz@snoco.org](mailto:jason.schwarz@snoco.org)

## Advisory Notice by WSBA Council on Public Defense

### Implementation of the Standards for Indigent Defense During the Coronavirus Emergency

- **Coronavirus impact on public defense attorney workloads.**

COVID-19 and the restrictions imposed to limit exposure to the virus have dramatically altered how public defense attorneys can hold confidential meetings with clients, go to court safely, investigate, and prepare cases. Attorneys must ensure that their clients' due process rights are protected, but also must protect their clients, themselves, their staff, and their families from exposure to the novel Coronavirus.

As courts begin to resume hearings and trials, and as prosecutors start to file a backlog of cases, public defense attorneys face an increased volume of cases and an increased complexity in their work. For example, the public defense workload becomes more complicated when attorneys must utilize time-consuming telephone/video conferences for client meetings and court appearances, or when social distancing requirements hamper an attorney-client communication during in-person court activities.

These new conditions require courts and public defense attorneys to pay close attention to the Standards for Indigent Defense adopted by the Washington Supreme Court, which establish minimum requirements for public defense representation. *See* CrR 3.1 Stds, CrRLJ 3.1 Stds, and JuCR 9.2 Stds. Attorneys who represent persons in other assigned cases will also be impacted by the current crisis, including involuntary treatment commitment, 71.09 commitment, family defense, status cases, support enforcement, and appeals.

The purpose of this notice is to assist public defense agencies, contract and list appointed attorneys, courts, and local contracting authorities in interpreting and applying the Standards for Indigent Defense during the Coronavirus emergency and ongoing recovery efforts. Additional guidance can be found in the WSBA performance guidelines, WSBA Standards for Indigent Defense, Washington Defender Association Standards for Public Defense Services, and the pending involuntary treatment guidelines.

- **Applying the standards during the coronavirus emergency and recovery.**

The Standards for Indigent Defense identify numeric caseload limits and require that caseloads must be reduced to accommodate unusual circumstances or increased workload.

Consistent with obligations under these Standards, public defense agencies, courts, and contracting authorities, in consultation with public defense attorneys, should reconsider the number of cases assigned to ensure adequate time to work on each case during this emergency.

- **Reduced caseloads may be necessary to maintain compliance with the standards.**

**Standard 3.2** establishes that public defense attorneys may not accept cases beyond their ability to provide quality representation to all their clients.

The caseload of public defense attorneys shall allow each lawyer to give each client the time and effort necessary to ensure effective representation. Neither defender organizations, county offices, contract attorneys, nor assigned counsel should accept workloads that, by reason of their excessive size, interfere with the rendering of quality representation. As used in this Standard, “quality representation” is intended to describe the minimum level of attention, care, and skill that Washington citizens would expect of their state’s criminal justice system.

**Standard 3.3** limits the number of cases lawyers can handle and recognizes that if there is a “surge” of cases beyond normal expectations or if the cases assigned become more complex, the caseload must be reduced. The standards state that:

Caseload limits reflect the maximum caseloads for fully supported full-time defense attorneys for cases of average complexity and effort.

Caseload limits assume a reasonably even distribution of cases throughout the year.

Reasonably even distribution of cases throughout the year means that lawyers will not be assigned more than 1/12 of their annual maximum caseload in any given month. For felonies, this is 12 cases per month. For misdemeanors, it should be no more than 33 misdemeanor cases per month.



Standard 3.3 also requires that when the public defense workload becomes more difficult or time-consuming due to work circumstances, per-attorney caseloads should be reduced.

The increased complexity of practice in many areas will require lower caseload limits. The maximum caseload limit should be adjusted downward when the mix of case assignments is weighted toward offenses or case types that demand more investigation, legal research and writing, use of experts, use of social workers, or other expenditures of time and resources.

- **Attorneys should determine ability to handle caseload.**

Each attorney should evaluate and determine their capacity to provide quality representation to all clients within the typical numeric caseload limits. If an attorney determines that they are not able to provide quality representation within the typical caseload, they should be presumed to be correct, and the caseload should be adjusted.

In 2019, the Washington Supreme Court held that a lower court had abused its discretion when it sanctioned a public defender for seeking a time accommodation that the defender determined was necessary to comply with “his constitutional obligations and the Standards of Indigent Defense.” *State v. Graham*, 194 Wn.2d 965, 968, 454 P.3d 114 (2019). The Court credited the defender’s assessment of his own caseload and recognized that:

...where counsel needs an extension of time to fulfill his obligations of representation, it is appropriate to grant an extension without the imposition of sanctions. Recent cases have highlighted the constitutional importance of maintaining proper caseloads in indigent defense cases. *See, e.g., Wilbur v. City of Mount Vernon*, 989 F. Supp. 2d 1122, 1124 (W.D. Wash. 2013); *State v. A.N.J.*, 168 Wn.2d 91, 102, 225 P.3d 956 (2010).

*Graham*, 194 Wn.2d at 970.

The Court emphasized the importance of adhering to the Standards:

The Standards for Indigent Defense provide that the caseload of public defenders must allow each lawyer to give each client the time and effort necessary to ensure effective representation.

*Graham*, 194 Wn.2d at 969.

Options to address increased workload may include adjusting case assignments, increasing resources including additional public defenders and staff, as well as other systemic approaches, as presented in the appendix.

Some attorney contracts pay based on each case assigned or pay a flat monthly fee for a specific number of cases. In these situations, as courts resume hearings and trials, the contracted number of cases may exceed a reasonable workload because of a surge in cases and the backlog of pending cases. Defenders are also less able to resolve cases, complete investigations, and meet with clients in the way they would have before the coronavirus crisis. If the workload required to provide quality representation increases, because of delays and barriers in investigating cases and meeting with clients, the caseload should be adjusted downward. Basic contract principles require that when circumstances change significantly, the parties should be open to renegotiation and amendment of contracts. Public defense providers should accept fewer cases or be compensated additionally to hire more staff. Additional resources for public defender services may also be necessary to re-open courts for trial and disposition hearings.

- **Coronavirus funding and resources should be directed to public defense.**

Many local governments are receiving significant emergency funding from federal and state Coronavirus mitigation sources. These emergency resources can and should be used to support public defense services.

For example, CARES Act funding may be used to increase the number of public defense attorneys and staff to address surging workloads, as well as to provide personal protective equipment for public defense attorneys, staff, and clients. Emergency funding may also be used to provide new technology to public defense attorneys, their clients, and jails to facilitate effective participation in court-conducted hearings, permit confidential attorney-client communications and to allow for timely electronic filing of pleadings.

- **Appendix One**

In considering how to address the emergency, the American Bar Association's *Eight Guidelines of Public Defense Related to Excessive Workloads* (2009) should guide public defense providers, local governments, and the courts.

**Possible systemic options to address coronavirus impacts on public defense workload.**

- Contract with additional attorneys to spread out new case assignments more equitably.
- Charge low level, non-violent adult felony offenses as gross misdemeanors.
- Charge low level, non-violent misdemeanor and gross misdemeanor offenses as infractions.
- Increase the use of pre-filing diversion for adult criminal and juvenile offender cases.
- Enhance prosecutorial review of cases filed by law enforcement officers, to minimize the number of cases that might otherwise result in early dismissal.
- Continue to minimize the number of in-custody defendants.
- Reduce status hearings for pre-trial and compliance hearings.
- Allow counsel to waive their client's appearances for non-essential hearings.
- Expand diversion alternatives.
- Reduce the issuance of warrants for failures to appear and allow defendants and youth to appear for hearings remotely.
- Reserve show cause and probation review hearings for the most serious allegations.
- Encourage courts to accept ex-parte orders with electronic signatures in all non-testimonial matters.
- Request that courts that have not initiated remote hearings begin doing so to reduce backlog.
- Consult with the Washington State Office of Public Defense or experienced practitioners in how to implement the Standards.

TO: Judge Michelle Gehlsen, President, DMCJA Board  
FROM: Judge Kristian Hedine, Chair, DMCJA Bylaws Committee  
SUBJECT: Proposed Amendments to DMCJA Bylaws Requested by DMCJA Board  
DATE: September 29, 2020

As you know, the DMCJA Board requested that the DMCJA Bylaws Committee review the DMCJA Bylaws regarding whether certain provisions should be amended given the current public health crisis, e.g., those pertaining to meeting in person. The Bylaws Committee reviewed and discussed the Bylaws over the course of two meetings and recommends unanimously that the attached amended Bylaws be adopted. The specific revisions are found in Article V, Section 3; Article VI, Sections 1 and 2; and Article VII, Section 3. I note that the formatting may not present exactly right but we've been assured that it will be fixed for the final version. The Committee felt the suggested revisions are sufficiently self-explanatory but please let me know if you have any questions. I can be reached at (509) 524-2761 or by email at [khedine@co.walla-walla.wa.us](mailto:khedine@co.walla-walla.wa.us).

Thank you!

CC: DMCJA Bylaws Committee

Attachment: Proposed Amended Bylaws

# **DISTRICT AND MUNICIPAL COURT JUDGES' ASSOCIATION BYLAWS**

(ADOPTED 1978 ANNUAL MEETING)  
(AMENDED 1979 ANNUAL MEETING)  
(AMENDED 1981 ANNUAL MEETING)  
(AMENDED 1983 ANNUAL MEETING) SPRING  
(AMENDED 1983 ANNUAL MEETING) FALL  
(AMENDED 1984 ANNUAL MEETING) FALL  
(AMENDED 1985 ANNUAL MEETING) SPRING  
(AMENDED 1988 ANNUAL MEETING) SPRING  
(AMENDED 1991 ANNUAL MEETING) FALL  
(AMENDED 1993 ANNUAL MEETING) SPRING  
(AMENDED 1994 ANNUAL MEETING) SPRING  
(AMENDED 1995 ANNUAL MEETING) SPRING  
(AMENDED 1996 ANNUAL MEETING) FALL  
(AMENDED 1998 ANNUAL MEETING) SPRING  
(AMENDED 2000 ANNUAL MEETING) SPRING  
(AMENDED 2001 ANNUAL MEETING) SPRING  
(AMENDED 2002 ANNUAL MEETING) SPRING  
(AMENDED 2003 ANNUAL MEETING) SPRING  
(AMENDED 2006 ANNUAL MEETING) SPRING  
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(AMENDED 2011 ANNUAL MEETING) SPRING  
(AMENDED 2013 ANNUAL MEETING) SPRING  
(AMENDED 2014 ANNUAL MEETING) SPRING  
(AMENDED 2015 ANNUAL MEETING) SPRING  
(AMENDED 2016 ANNUAL MEETING) SPRING  
(AMENDED 2017 ANNUAL MEETING) SPRING  
(AMENDED 2018 ANNUAL MEETING) SPRING  
(AMENDED 2019 ANNUAL MEETING) SPRING

## **ARTICLE I - Name**

The name of this Association shall be the WASHINGTON STATE DISTRICT AND MUNICIPAL COURT JUDGES' ASSOCIATION.

## **ARTICLE II - Purpose**

The purpose of the District and Municipal Court Judges' Association shall be:

- (1) To improve the administration of justice in the courts of limited jurisdiction and to recommend and support proposals to that end;

- (2) To continuously survey and study the operation of the courts served by its membership, the volume and condition of business of such courts, the methods of procedure therein, the work accomplished, and the character of the results;
- (3) To promulgate suggested rules for the administration of the courts of limited jurisdiction not inconsistent with the laws or rules of the Supreme Court relating to such courts.

## **ARTICLE III - Membership**

### **Section 1. Eligibility for Membership:**

(a) Active Membership:

All duly elected or appointed and qualified judges, commissioners, magistrates and General Rule 8 judicial officers of courts of limited jurisdiction in the state of Washington shall be eligible to active membership in the Association upon payment of regular dues and assessments.

(b) Associate Membership:

Any former active member of the Association who is no longer serving as a judge, commissioner, or judicial officer of a court of limited jurisdiction may become an associate member of this Association by payment of annual dues set by the Board. Such member shall be entitled to free distribution of the Association Newsletter and may attend workshops, seminars, and conventions on payment of proper registration fees, but shall have no right to vote.

### **Section 2. Diversity in All Activities Mandated:**

(a) Policy Statement:

The Association actively seeks diversity of member participation in all aspects of its operations. Association offices, committees and activities shall be representative of members with a diversity of age, gender, ethnic background, experience, geographic balance and past service to the board.

(b) Specific Applications:

The President shall apply the Association's policy of diversity in all appointments made by the President. The Nominating Committee shall apply the Association's policy of diversity in selecting its slate of candidates.

- (c) Support Efforts to Increase the Diversity of Membership in the Judiciary:

The Board of Governors shall support and encourage legal and judicial associations such as the Washington State Bar Association, the Washington State Minority and Justice Commission, the Washington State Gender and Justice Commission, and the minority bar associations in their effort to provide opportunities for appointment and/or election of individuals of diversity to the judiciary.

## **ARTICLE IV - Dues**

### **Section 1. Amount of Dues:**

The annual membership dues of the Association for the calendar year shall be set by the Board.

### **Section 2. Method of Payment:**

All dues shall be paid by February 15th of each year. If dues are not paid by said date, a demand for their payment shall be made to the judge.

Judges sitting in more than one court are responsible for ensuring that full dues are paid. The judge is responsible for apportionment of payments between courts in which the judge sits.

### **Section 3. Delinquency:**

After May 1, a non-paying member shall not be a member in good standing or entitled to any rights or privileges of active membership and shall be so notified in writing by the Secretary-Treasurer.

### **Section 4. Application of Dues:**

Application of dues is dependent upon whether the dues are paid by the judge personally or by a governmental entity. If paid by the judge, the dues are associated with the judge and if the judge is replaced mid-term, the successor judge must also pay dues. If paid by a governmental entity, then the dues are associated with the position and if a judge is replaced mid-term, the dues shall be applied to the successor judge. The judge should clarify when the payment is made if the judge is paying personally or the governmental entity is paying the dues.

## ARTICLE V - Officers

### Section 1. Designated:

The elective officers of the Association shall be a President, a President-Elect, a Vice President, a Secretary-Treasurer, and nine members-at-large of the Board of Governors. All officers must be members in good standing in the Association to be eligible to hold office. The President, President-Elect, Vice President, Secretary-Treasurer and Immediate Past-President shall be members of the Board of Governors. Additionally, the Chair of the Legislative Committee shall serve as an ex-officio, non-voting member of the Board of Governors.

### Section 2. Duties of Officers:

- (a) The President shall be the official representative of the Association. The President shall preside at all meetings of the Association and shall call special meetings as provided by Article VI, Section 2. The President shall appoint the Chair of all committees except the Nominating Committee. The President shall perform all other duties incident and pertaining to the office of President.
- (b) The President-Elect shall perform such duties as may be delegated by the President and shall be an *ex officio* member of the Board for Judicial Administration. The President-Elect shall automatically accede to the office of President on the 1st day of June, or at the conclusion of the Annual Meeting, whichever last occurs, of the year following his/her election to the office of President-Elect unless a petition shall be filed with the Secretary-Treasurer of the Association not less than thirty (30) days prior to the regular scheduled Spring Conference. Such petition shall request election to the office of President at the Spring Conference and must be signed by not less than twenty-five percent (25%) of the eligible membership. Upon filing of such a petition, an election to the office of President will be held at the Spring Conference. The President-Elect shall preside at meetings and perform the duties of the President in the absence or disability of the President.
- (c) The Vice-President shall perform such duties as may be delegated by the President and shall Chair the Long Range Planning Committee. The Vice-President shall preside at meetings and perform the duties of the President-Elect in the absence or disability of the President or President-Elect.

The Vice-President shall also serve as the Special Fund Custodian. It shall be the Special Fund Custodian's duty to receipt Special



Fund contributions, timely deposit all receipts and pay invoices as approved by the Board and to make other expenditures that are authorized by the "Special Fund Policies and Use Criteria." The Special Fund Custodian shall report to the Board and DMCJA membership as required by the "Special Fund Policies and Use Criteria." The Special Fund Custodian is responsible for managing the Special Fund account in accordance with the "Special Fund Policies and Use Criteria." If sound principles of money management require the "Special Fund Policies and Use Criteria" to be amended, the Special Fund Custodian shall make such recommendations to the Board.

- (d) The Secretary-Treasurer shall keep a full and complete record of the meetings of the Association and the Board of Governors. The Secretary-Treasurer shall keep a copy of the Bylaws of the Association and have them available for reference at all meetings of the Association and the Board of Governors. The Secretary-Treasurer shall give written notice of the Annual Meeting and such special meetings as may be called to all members in good standing of the Association. Such written notice may be given by mail or email. The Secretary-Treasurer shall be responsible for collecting all dues and shall receive all money due the Association. The Secretary-Treasurer shall pay all bills according to procedures established by the Board of Governors. The Secretary-Treasurer shall keep an accurate account of all money received and disbursed and shall provide a written financial statement to each member by the Annual Meeting State Judicial Conference and to each member of the Board of Governors by the Annual Meeting State Judicial Conference and such other Board meetings as may be called. The Secretary-Treasurer shall be bonded in favor of the Association in the principal sum of not less than \$35,000 by a recognized bonding company, the premium to be paid by the Association. The Secretary-Treasurer's Annual Report shall be reviewed by the Auditing Committee to be appointed by the President.

### **Section 3. Election of Officers:**

Election of all officers and members-at-large of the Board of Governors shall be held at the Spring Conference. Terms of office shall commence on June 1, of each year or at the conclusion of the Annual Meeting, whichever last occurs.

- (a) The election shall be by ballot at the Spring Conference, unless the Conference is cancelled or held remotely as provided in Article VI,

Section 1, in which event the Voting provisions of Article VI, Section 4 apply.

- (b) All Officers and Board members shall serve until their successors are elected and installed.
- (c) An Officer or Board member shall not serve more than one term in the same office consecutively, however, an Officer or Board member may serve an unexpired term, less than a full term, and then serve a consecutive term.
- (d) A member may not hold more than one elected office within the Association at the same time.

**Section 4. Vacancies:**

All vacancies in office except that in the office of President shall be filled by a member of the Association appointed by the President with ratification of the Board of Governors. A vacancy in the Presidency shall be filled by the President-Elect until the next regular session.

**ARTICLE VI – Meetings, Voting, and Quorum**

**Section 1. Association Meetings:**

The Association shall meet annually in the state of Washington at a date, time and place to be determined by the Board of Governors. This meeting shall be known as the Annual Meeting and will be held at Spring Conference. An additional membership meeting will be held in conjunction with the Washington Judicial Conference. Written notice of the Annual Meeting shall be sent to all members in good standing by the Secretary-Treasurer at least 30 days in advance. Any such written notice required by this Article may be given by mail or email. In addition to, or if necessary in lieu of, these meetings, the Association may meet remotely through the use of any appropriate website or application (such as Zoom, Skype or WebEx) which allows members of the Association to appear virtually and to hear and see each other. Such remote meetings may be held in the event of a public health crisis, natural disaster or other exigent circumstances that make the Annual Meeting impossible or inadvisable to be held in-person. The President with the consent of the majority of the Board of Governors may determine that any meeting of the Association shall be held remotely as provided in this Article. If a meeting, including one of the Conferences, is held remotely, it will have the same effect for purposes of these Bylaws as if it had been held in-person.

**Section 2. Special Meetings:**

The President with the consent of a majority of the Board of Governors may call a special meeting, provided that written notice of the date, time and place, and business to be brought before the special meeting shall be sent to all members of the Association.

**Section 3. Quorum:**

A quorum for the Annual Meeting of the Association shall be one-sixth of the active membership. A quorum for any special meeting shall be one-fourth of the active membership.

**Section 4. Voting:**

Voting by the members of the Association shall be done in person at the Annual Meeting or Special Meeting at which the members are able to be present when possible. In the event of a remote meeting of the members of the Association as provided in Section 1, voting shall be conducted by email or other electronic means.

**Section 45. Executive Session:**

- (a) Upon a majority vote, the Board of Governors may call an executive session to discuss matters involving security, appointment to open positions, potential litigation or other matters deemed confidential. A motion to enter executive session shall set forth the general purpose of the executive session, which shall be included in the general minutes.
- (b) No active member of the Association present at a Board of Governors' meeting shall be excluded from attending an executive session.
- (c) Administrative Office of the Courts staff may be present during an executive session at the discretion of the President or Board member acting on the President's behalf.

**ARTICLE VII - Board of Governors**

**Section 1. Membership:**

There shall be fourteen members of the DMCJA Board of Governors elected from the membership at large, of whom five (5) shall be officers, and nine (9) shall be board members and shall be designated as board

positions one (1) through nine (9). Board membership shall at all times include at least three municipal court judges of whom one is part-time, three district court judges of whom one is part-time, and one commissioner or magistrate, and positions one (1) through seven (7) shall be designated respectively. Positions eight (8) and nine (9) shall be open positions.

If any position designated one (1) through six (6) is not filled because there is no candidate for the position, then that position shall be filled by a qualified candidate by appointment by the President with ratification of the Board of Governors at the first Board meeting following the annual election.

If the position designated seven (7) is not filled because there is no candidate for the position, then the President shall appoint a qualified commissioner or magistrate willing to accept the position, with ratification of the Board of Governors at the first Board meeting following the annual election. If no qualified commissioner or magistrate accepts appointment to the position, then the position shall be considered an open position for that term and any qualified judicial officer may be appointed by the President with ratification of the Board of Governors at the first Board meeting following the annual election.

If after any annual election there is not at least one member of the Board of Governors from a minority group and one member from each gender, the Board of Governors shall be increased to include such additional member or members by appointment by the President with ratification of the Board of Governors at the first Board meeting following the annual election. The additional member or members so elected shall serve for a three-year term.

**Section 2. Vacancies:**

All vacancies in office shall be filled by a member of the Association appointed by the President with ratification of the Board of Governors.

**Section 3. Meetings:**

- (a) The Board of Governors shall meet at the call of the President, during the Annual Meeting, and at such other times as the President or a majority of the Board of Governors may deem necessary provided written notice is given to all members of the Board at least 10 days in advance. Any written notice required by this Article may be given by mail or email. The Association may reimburse the Board of Governors their necessary travel expenses

to attend any Board meeting, except in connection with the Annual Meeting.

- (b) In addition to, or if necessary in lieu of, these meetings, the Board may meet remotely through the use of any appropriate website or application (such as Zoom, Skype or WebEx) or telephonically that allows members of the Board to appear virtually and to hear and/or see each other. Such remote meetings may be held in the event of a public health crisis, natural disaster or other exigent circumstances that make meeting in-person impossible or inadvisable. The President with the consent of the majority of the Board of Governors may determine that any Board meeting shall be held remotely. If a meeting is held remotely, it will have the same effect for purposes of these Bylaws as if it had been held in-person.
- (c) A quorum for a meeting of the Board of Governors shall be one-half of its members.
- (d) The Board of Governors shall provide for at least on an annual basis, an audit of the books, records and accounts maintained by the Treasurer and the audit shall review the Treasurer's Annual Report.
- (e) If a Board member fails to attend three (3) consecutive Board meetings or fails to attend 60% of the Board meetings for the year, the President shall place a motion before the Board to remove said Board member. Prior to any vote on the motion, the Board member shall be given an opportunity to respond to the motion. The deliberations shall be held during an executive session unless the Board member at issue requests that they be held during a regular meeting. The final vote shall be taken during the regular meeting at the close of the deliberations. Replacement of a removed Board member shall be done in accordance with DMCJA Bylaws pertaining to filling of vacant Board positions.

## **ARTICLE VIII - Board for Judicial Administration**

### **Section 1. BJA Representative:**

The Association shall be represented on the Board for Judicial Administration (BJA) by the Association President and by four members, as follows: One (1) municipal court judge, one (1) district court judge and two (2) members at large. Selection shall be by vote of the membership as with other Association officers. The Association President position shall be for the period of the Association Presidency. The President-Elect shall be an *ex officio* member of the BJA during their term as President-Elect. All other positions shall be for a term of four years—provided that the terms of

members which begin on July 1, 2017, shall be for less than a full term, two years, and shall thereafter be for a term of four years. Representatives shall not serve more than two four year terms consecutively. A representative may serve an unexpired term, less than a full term, and then serve two consecutive terms.

Selection of BJA representatives shall be based on demonstrated commitment to improving the courts and should reflect ethnic, gender, geographic and caseload differences.

**Section 2. Election of Representatives:**

Election of all representatives shall be held at the Spring Conference. Terms of office shall commence on July 1, of the year in which elected, or at the conclusion of the Annual Meeting, whichever last occurs.

**Section 3. Vacancies:**

All vacancies in office shall be filled by a member of the Association appointed by the President with ratification of the Board of Governors.

**ARTICLE IX - Commission on Judicial Conduct**

**Section 1. Commission on Judicial Conduct Representatives:**

The Association shall be represented on the Commission on Judicial Conduct (CJC) by a member and alternate who are limited jurisdiction court judges.

**Section 2. Election of Representatives:**

The Nominating Committee shall select not more than two limited jurisdiction court judges as candidates for each open position, and shall submit the names of the nominees for election at the next Spring Conference. Election of representatives shall be held at the Spring Conference. Terms of office are for four years and shall commence on June 1, of the year in which elected, or at the conclusion of the Annual Meeting, whichever last occurs. Elections shall be held pursuant to the terms of RCW 2.64.020.

**Section 3. Vacancies:**

All vacancies in office shall be filled by a member of the Association appointed by the President with ratification of the Board of Governors.

## **ARTICLE X - Committees**

### **Section 1. Membership of Committees:**

There shall be thirteen (13) standing committees and other such committees as may be authorized by the Association and by the President. The standing committees shall be the Nominating Committee, Bylaws Committee, Conference Committee, Legislative Committee, Court Rules Committee, Education Committee, Long Range Planning Committee, Diversity Committee, DOL Liaison Committee, Technology Committee, Therapeutic Courts Committee, Council on Independent Courts, and Judicial Assistance Services Program. Committee Chairs shall submit written annual reports to the members at the Association's Annual Meeting. In selecting members for the Association's committees, the President should make every effort to assign a member to the member's first preferred committee, even if such assignment increases the committee's size.

### **Section 2. Committee Functions:**

(a) Nominating Committee:

- (1) The Nominating Committee shall serve for one year and shall consist of not less than six members with at least one member from each of the following five geographic areas: northeastern, southeastern, northwestern, southwestern, and central Washington, and one member-at-large.
- (2) At the Board meeting in October, the President will appoint the members of the Nominating Committee. The Immediate Past-President will Chair the Nominating Committee. The Chair of the Diversity Committee shall be a member of the Nominating Committee. No more than one member of the Nominating Committee may be a member of the present Board of Governors.
- (3) The Nominating Committee shall select a slate of candidates from members in good standing. It will select not more than two candidates for Vice-President, Secretary-Treasurer, and President-Elect who shall serve one year, and three Board members-at-large, who shall serve on the Board for three years. The Committee shall also select not less than two (2) candidates to serve as a representative to the Board for Judicial Administration for a four (4) year term.

(4) The Nominating Committee, after soliciting suggestions of nominees and after securing the consent of the nominees to serve, shall submit its report to the Board at its March business meeting. The names of the nominees will be published in the written notice of the Spring Conference and in the Minutes of the Board's March meeting. Nominations for all offices except President may be made by the members, at the Spring Conference.

(b) Education Committee:

(1) The Education Committee shall develop and administer a mentor program for new judges, commissioners, and judicial officers. Efforts should be made to contact new judges, commissioners, and judicial officers immediately upon their commencement of service and to select mentor judges, commissioners, and judicial officers geographically proximate to the judge they advise.

(2) The Education Committee shall develop educational programs for the Association's Spring Conference and such other educational seminars as may become available consistent with policies of the Board for Court Education (BCE).

(3) The Education Committee shall administer the Continuing Judicial Education requirement as contained in these Bylaws.

(4) The Education Committee shall consist of twelve members. Terms of the members shall be three years, and be staggered so that four new members shall be appointed each year. All DMCJA representatives on BCE shall be ex officio members of the Education Committee.

(5) The incoming President shall appoint a member of the Committee as Chair of the Committee for a term of one year.

(c) Long Range Planning Committee:

(1) The Long Range Planning Committee shall consist of four (4) district court members and four (4) municipal court members. Part-time and full-time courts shall be represented. In making appointments, the President shall take into consideration the Associations' diversity policy. The President shall have the discretion to appoint other



members with institutional memory or expertise as needed to address specific issues. The Chair of the Long Range Planning Committee shall be the current Vice-President.

- (2) The Long Range Planning Committee will consider issues relating to long range planning and review processes.
- (3) The Long Range Planning Committee shall conduct an annual review of such issues.

(d) Diversity Policy Implementation Committee:

- (1) The Diversity Committee will consider issues relating to diversity and shall recommend to the Board of Governors ways to promote the implementation of the current Diversity Policy Statement adopted by the Association.
- (2) In promoting the Diversity Policy Statement, the Diversity Committee should strive to coordinate activities with the Washington State Bar Association, the Washington State Minority and Justice Commission, the Washington State Gender and Justice Commission, the minority bar associations and any legal or judicial associations or committees with the stated goals of encouraging diversity in the judiciary.
- (3) Terms of the members shall be two years, and be staggered to insure a slower rate of turnover on the committee and greater continuity in the planning process.
- (4) The Chair of the Diversity Committee shall also be a member of the Nominating Committee.

(e) Judicial Assistance Services Program (JASP) Committee:

- (1) The JASP will be a joint committee with the Superior Court Judges' Association to offer confidential assistance for judges with personal problems.
- (2) Membership shall be as outlined in the committee bylaws with member duties including training as Peer Counselors.

(f) DOL Liaison Committee:

- (1) Serve as liaison with Department of Licensing (DOL) bringing all DOL matters of concern to DMCJA and,

conversely, bringing matters of DMCJA concern to the DOL through their designated representative.

(g) Technology Committee:

- (1) The Technology Committee will develop and recommend policy regarding the delivery of automated information systems to district and municipal courts; monitor and report on proposed amendments to the JISCR Rules; and monitor state laws and recommend legislative changes to laws governing the judicial system's automated information system, and other state systems, that affect the operation of the judicial branch's systems.
- (2) Maintain liaison with the Judicial Information System Committee (JISC), function as the DMCJA Endorsing Group within the JIS IT Governance Structure, and respond to and advise the JISC on data dissemination policy and issues involving district and municipal courts and their judicial officers.
- (3) Oversee the DMCJA website.

(h) Therapeutic Courts Committee:

- (1) The Therapeutic Courts Committee will examine and evaluate the types of therapeutic/problem-solving courts which currently exist in the courts of limited jurisdiction and coordinate and liaison with internal and external committees, workgroups, and therapeutic court stakeholders.
- (2) Work to ensure consistency in therapeutic models and standardize practices according to validated research.
- (3) Determine and request meaningful data to evaluate courts and programs and coordinate a performance monitoring role with the Administrative Office of the Courts.
- (4) Make recommendations to the Board of Governors regarding therapeutic courts advocacy, policy, legislation, and funding.

(i) Legislative Committee:

- (1) The Legislative Committee will evaluate and recommend responses to proposed legislation affecting courts of limited jurisdiction.

- (2) The Legislative Committee will recommend to the Board legislation to improve the delivery of services and administration of justice in district and municipal courts.
  - (3) The Legislative Committee will develop and maintain efforts towards communication with legislators and state agencies.
  - (4) The Legislative Committee will recommend terms of employment of the Association's lobbyist and direct the lobbying effort.
  - (5) The Legislative Committee will provide or arrange for oral or written testimony to the Legislature as needed.
  - (6) The Legislative Committee will submit a written report at the Spring conference.
  - (7) The Legislative Committee will submit oral or written reports to the President and the Board as appropriate or requested.
- (j) Court Rules Committee:
- (1) The Rules Committee will review existing court rules and recommend changes.
  - (2) The Rules Committee will evaluate and report on proposed rules and amendments:
    - (a) published for comment by the Washington State Supreme Court;
    - (b) requested by DMCJA members; or
    - (c) originating from non-DMCJA entities and referred by the DMCJA Board.
  - (3) The Rules Committee will assist DMCJA members with development of Local Rules.
  - (4) The Rules Committee will submit a written report to the DMCJA President and Board monthly.
- (k) Council on Independent Courts (CIC):
- (1) The DMCJA President shall endeavor to appoint both

district and municipal court judges to the CIC.

- (2) The CIC will provide a knowledge base of laws and principles on the importance of independent courts of limited jurisdiction.
- (3) The CIC will provide advice and counsel to all three branches of local government on issues affecting independent courts of limited jurisdiction.
- (4) The CIC will respond to threats to independent courts of limited jurisdiction within the bounds of its powers and responsibilities.
- (5) The CIC will provide recommendations to the board of the DMCJA on further actions needed in response to threats to independent courts of limited jurisdiction.
- (6) The CIC shall maintain a Policy and Procedure Manual outlining appropriate responses to court independence challenges. The Manual and any amendments must receive Board of Governors approval.
- (7) The DMCJA President shall be an ex officio member of the CIC.

#### **ARTICLE XI - Amendments**

These Bylaws may be amended at any annual or special meeting of the Association by a two-thirds vote of the voting members registered and present at such meeting, a quorum being present, provided that written notice of the proposed amendment shall have been mailed or emailed 30 days prior to the meeting to all members of the Association in good standing.

#### **ARTICLE XII - Rules of Order**

Robert's Rules of Order, Revised, or such other rules of order as may be adopted by the Board upon due consideration, shall govern this Association in all parliamentary procedure in which they are applicable and in which they are not inconsistent with these Bylaws. Such rules of order shall be made readily available to all members of the Association.

## **ARTICLE XIII - Vote by Proxy**

### **Section 1. Authorize Vote by Proxy:**

Where election is required by these bylaws, members who are unable to vote in person may vote by proxy, consistent with this Article.

### **Section 2. Members in Good Standing:**

Voting member and proxy must be members of the DMCJA in good standing as prescribed in Article IV of these bylaws.

### **Section 3. Form, Timing and Limitations:**

Proxy votes are allowed for the limited purpose of allowing members to vote who are not able to attend the Annual Meeting, or specially set meeting at which an election is held. Voting members shall submit their voting authority to a proxy in writing, on a form prescribed by the DMCJA Board, not less than 15 days prior to the scheduled election. The authority shall clearly identify the member and proxy, authorize the proxy to cast the absent member's vote, and be signed by the member assigning the proxy. A member may not grant voting authority to more than one proxy in a given election. Proxy authority may not be limited to specified offices, Bylaws amendment(s), or other issue upon which a vote may be held.

### **Section 4. Secretary/Treasurer Responsibility:**

Proxies shall be received by the Secretary-Treasurer not less than 10 days before the scheduled vote. Ballots equal to the submitted proxy authority shall be provided to the proxy by the Secretary-Treasurer upon receipt of a properly executed proxy.

### **Section 5. Proxy Revocation:**

Proxies may be revoked in writing by the assigning party. Revocations must clearly identify the party assigning the right to vote, the proxy, and clearly state that voting authority is being revoked. Revocations must be received by the Secretary-Treasurer not less than 10 days before the scheduled vote. The assigning party must provide a copy of the revocation to the proxy.

### **Section 6. Restriction on Solicitation or Reassignment:**

Members may not solicit proxy authorizations and may not reassign proxy voting authority.

**Section 7. Proxy Form:**

	<b>DISTRICT AND MUNICIPAL COURT JUDGES' ASSOCIATION</b>
<b>WASHINGTON COURTS</b>	
PROXY AUTHORIZATION	
I, _____, a member in good standing of the <b>District and Municipal Court Judges' Association (DMCJA)</b> certify that I am unable to attend the DMCJA membership meeting scheduled for the _____ day of _____, 2005 and do hereby authorize _____, a member in good standing of the DMCJA, to exercise my right to vote as a member of the Association, consistent with Article _____, Section _____ of DMCJA Bylaws.	
Executed this _____ day of _____, 20____.	
_____ DMCJA Member	
DMCJA Bylaws require that proxy authorizations must be executed not less than 15 days before the scheduled election and must be received by the DMCJA Secretary-Treasurer not less than 10 days before the scheduled election.	

SUPREME COURT  
OF THE STATE OF WASHINGTON

DAVID LADENBURG, in his capacity as  
a Tacoma Municipal Court Judge,

Petitioner,

v.

DREW HENKE, in her capacity as the  
Presiding Judge of the Tacoma Municipal  
Court,

Respondent.

No.

PETITION AGAINST  
STATE OFFICER  
PURSUANT TO  
RAP 16.2(b)

The petitioner alleges as follows:

A. IDENTITY OF PARTIES

1. The petitioner is a duly elected judge of the Tacoma Municipal Department of the Pierce County District Court.

2. The respondent is the presiding judge of that Court.

B. FACTUAL BACKGROUND TO THE PARTIES' DISPUTE

3. The parties to this action have had an ongoing dispute regarding a municipal court presiding judge's authority under GR 29. That dispute resulted in Judge Henke depriving Judge Ladenburg of his authority to enter a sanction in the case of *City of Tacoma v. Nester* (Tacoma Muni. Ct. No. D00049091) by granting a motion to consolidate that case without Judge Ladenburg's knowledge or consent, even though

Judge Ladenburg had conducted an extensive fact-finding hearing and had entered findings of fact and conclusions of law. There was no basis for Judge Henke to exercise such authority under GR 29, particularly where there was no basis in RCW 3.50.125 for such a transfer of the case within the Municipal Department.

4. *Nester* was initially assigned to Judge Ladenburg in May 2017. The case was continued without a finding on August 16, 2017 requiring Mr. Nester to meet various conditions. Failing compliance with those conditions, he would be subject to adjudication and sentencing. Mr. Nester breached those conditions. Mr. Nester was set to come before Judge Ladenburg on a revocation of his conditional status on September 27, 2019, but that revocation proceeding was then re-set 5 times. A December 20, 2019 hearing ultimately set his revocation hearing for January 15, 2020. On January 13, 2020, Mr. Nester moved to consolidate his case with others, without notice to Judge Ladenburg.

5. Judge Ladenburg conducted a hearing on revocation and heard extensive testimony from witnesses on January 15, 2020. He entered findings of fact and conclusions of law, revoking Mr. Nester's probation, on that date. A sentencing hearing for Mr. Nester was scheduled for January 29, 2020 in Judge Ladenburg's court. On January



23, however, Judge Henke granted the motion to consolidate.

6. On January 29, 2020, Judge Henke sent the following email to Judge Ladenburg:

Judge Ladenburg –

I have granted the defense’s motion to consolidate all the pending Nester cases into Department 3. You will need to either continue your hearing on the case that was originally set in your courtroom until after February 24, 2020, which is the next scheduled court hearing regarding the consolidation of the cases, or vacate the finding you made in the case last week and transfer the case to Department #3. The case is not properly before you and you should not proceed with a sanctions hearing.

Judge Henke

7. Judge Ladenburg responded the same day:

Judge Henke:

I reviewed your email during our morning recess prior to the Nester sentencing hearing. I’ve not been provided any pleadings or information regarding this request to consolidate the Nester cases. On the matter in my court we held a revocation hearing on January 15<sup>th</sup>. We heard from witnesses and considered argument of counsel. I revoked his CWOFF on a finding of violation and set sentencing over to monitor the outcome of the matters pending in the other two departments. Today Mr. Chou of the city indicated he was ready to proceed. Mr. Varo with DAC brought up a copy of an order from your courtroom setting a motion to consolidate for 2-13-2020. Your email indicated you had already granted such a motion. Your email also said the case was not properly before my court and I should vacate the guilty finding. I have no basis nor has there been any motion to vacate the judgement. How this is not properly

before my court is a mystery to me. I am not aware of any authority that would give you authority to remove a matter from my court, upon which I have exercised jurisdiction for several years, and act sua sponte to vacate my findings. I believe you would need my consent to take this action as to the matter pending in my court. If you have authority to the contrary please provide it to me. I did disclose your email to counsel in explanation of my decision to reset Mr. Nester's sentencing.

In response to your email I have reset Mr. Nester's sentencing date to February 26<sup>th</sup>.

8. Nester filed a motion to vacate Judge Ladenburg's findings on February 10, 2020 before Judge Henke, admitting at page 2 of the motion that there is no case law construing GR 29(f)(1) or (2). That motion was not presented to Judge Ladenburg.

9. On February 17, Judge Henke sent the following email to Judge Ladenburg:

Judge Ladenburg,

On February 13, 2020, I heard the defense motion to vacate findings from the case in your department and to consolidate all three cases into Department 3. I had the opportunity to review portions of the transcript of the hearing you held regarding the motion to revoke the SOC in the case assigned to your caseload. The transcript clearly indicates the defense was not ready to proceed on that date and asked for a continuance of the motion hearing four separate times during the hearing. The defense stated they needed more time to gather additional evidence to present at the hearing. You denied each of their requests.

As you recall, when we discussed whether you should proceed with the hearing moments before you started the

hearing, I specifically told you to proceed with the hearing ONLY if the parties were ready to proceed. You stated that they were ready to proceed. That obviously was not the case.

On Thursday, I decided that I did not have authority to vacate the findings made by another municipal court judge and denied that motion. I also decided that I do have the authority as presiding judge to transfer all three cases to Department 3 in order to resolve the disputes in these cases fairly and expeditiously. I granted the motion to consolidate all three cases in Department 3. I did so because Judge Christopher has already heard all the evidence during the trial and can make a determination based on all the evidence, some of which you have not yet heard. All three cases are scheduled for a hearing on February 24 in Department 3. Judge Christopher will decide how he wants to proceed with the cases at that time.

Please let me know if you have any questions regarding my rulings.

Judge Henke

Judge Henke signed an order consolidating the cases and denying the motion to vacate on February 21.

10. Judge Ladenburg responded to Judge Henke's email on February 21:

Judge Henke:

With regard to the Nester cases, I first want to make clear that a motion to consolidate all of the cases was never noted or heard in my department.

I believe you were correct in ruling that you had no authority to vacate my finding in the Nester case D00049091, which has been in my court for more than two years and in which I exercised my jurisdiction in making many rulings during the course of his probation.

Your review of the transcripts from the revocation hearing in my court and the criticisms of my decision denying a further continuance of the hearing seems to be an appeal function. Never-the-less, I would point out that the revocation hearing had been reset five (5) times, from the original setting of November 1, 2019. The basis of the revocation hearings was noted in each instant as TMC cause number D00050796.

At the revocation hearing the city was ready to proceed and both the city and defense had witnesses present. I differ with your recollection instructing me to proceed “ONLY” if the parties were ready to proceed. The morning of the scheduled revocation hearing I received your email stating that you “have granted the defense motion to consolidate all the pending Nester cases into Department 3” and that I should continue the revocation hearing to allow time for the consolidation motion but as noted no such motion had or has ever been set in my court. Your email was read into the record that morning and a copy filed.

Now you have ruled that you cannot vacate my judgement for the matter in my court but none-the-less ruled you may transfer the case to Department 3 without my approval. You apparently have relied in part on the briefing submitted by Ms. Medcalf of the Department of Assigned Counsel urging you to act pursuant to your authority under GR 29. In her motion she clearly states: “There is no case law as to these aspects of GR 29. It is clear that there is nothing in the rule that precludes reassignment of post disposition cases.” She goes on to point to the transition of dockets following the retirement of Judge Verhey. This is in opposite - I have not retired, died or otherwise become disabled from my position on the court. I conducted a revocation hearing, admitted evidence, and heard from both the city and defense witnesses. I set over sentencing to monitor the proceedings involving the Nester cases in the two other departments. You would now have Judge Christopher either sentence Mr. Nester on the matter I heard or otherwise exercise jurisdiction on a matter that has

never been before his court. As you cannot vacate my finding, Judge Christopher cannot assume the sentencing function by your ruling. I do not believe you can operate pursuant to GR 29 to divest me of matters assigned to my court for which I have exercised my jurisdiction. A facial reading of GR 29 only authorizes you to assign case calendars to the various courts and conduct the general administrative functions and duties of the court with regard to budget and personnel. This is more analogous to the priority of action rule which states that “the court which first gains jurisdiction of a cause retains the exclusive authority to deal with the action until the controversy is resolved” See *State of Washington v. Stevens County District Court Judge*, Washington State Supreme Court Slip opinion No. 97071-8, issued 12-12 2019 citing *Sherwin*, 96 Wn.2d at 80.

I have a duty, as an elected Judge to protect my independence and authority to act on those matters assigned to me. Decisions I make can be appealed in the proper forum. Please let this be informal notice to you and Judge Christopher that I will be filing a motion for discretionary review of your ruling regarding GR 29 with the Court of Appeals. Because the City of Tacoma either did not oppose or joined in the motion for consolidation they cannot represent Department 1 in the appeal process. I have contacted City Attorney Bill Fosbre about retaining outside appellate counsel to litigate this matter in the Court of Appeals. I will be speaking further with Mr. Fosbre either later today or on Monday. I am hoping to file the motion requesting discretionary review early next week. I would ask that we agree to stay any actions on the Nester cases until this question is resolved in the appeal process. If we do not reach agreement on staying the actions, Mr. Nester is scheduled for sentencing in my court on February 26th.

David B. Ladenburg  
Tacoma Municipal Court  
Dept. 1

11. The *Nester* matters were set over by Judge Christopher on February 24, as he related in an email to Judge Ladenburg:

Judge Ladenburg,

The *Nester* matters are scheduled in my court for Monday, February 24th at 1:30. Per your request, I will be setting the matters over at the hearing on Monday.

Judge Dwayne L. Christopher  
Tacoma Municipal Court  
930 Tacoma Avenue South, Room 841  
Tacoma, WA 98402-2181

Judge Christopher set over the hearing until March 23.

12. On March 4, 2020, *Nester* filed a motion asking Judge Henke to strike the sentencing hearing. No action has yet been taken on that motion.

13. Judge Ladenburg has recounted the facts here at length to provide this Court appropriate context for its decision on original jurisdiction. The current conduct of Judge Henke, as presiding judge, is capable of repetition not only in the Tacoma Municipal Department, but in courts of limited jurisdiction throughout Washington.

C. BASIS FOR ORIGINAL JURISDICTION AND REQUESTED RELIEF

14. Article IV, § 4 of the Constitution confers original jurisdiction on this Court to address actions in the nature writs of

prohibition; mandamus, or quo warranto directed to State officers. This petition is filed in accordance with RAP 16.2, or, alternatively, within the provisions of the statutory writs of mandamus and prohibition. RCW 7.16.160 (prohibition); RCW 7.16.290-300 (prohibition). This Court will exercise its original jurisdiction to address important issues of public rights including the constitutionality of statutes. *State ex rel. Garber v. Savidge*, 132 Wash. 631, 633, 233 P. 946 (1925); *O'Connor v. Matzdorff*, 76 Wn.2d 589, 592, 458 P.2d 154 (1969) (“We all said that we will assume original jurisdiction when the application involves the ‘interest of the state at large, or of the public, or when it is necessary in order to afford an adequate remedy.’”).

15. As this Court recently discussed in the *Judges of Benton-Franklin Counties v. Killian*, \_\_\_ Wn.2d \_\_\_, \_\_\_ P.3d \_\_\_, 2020 WL \_\_\_ (2020), a writ will not issue if there is a remedy available to the petitioner at law. But there is no plain, speedy, or adequate remedy available at law to the petitioner here, given the respondent’s actions. Judge Ladenburg lacks standing to raise the issues at stake here as a party in *Nester*.

16. As an elected judge of the Municipal Department of the Pierce County District Court, Judge Ladenburg’s case responsibility is mandatory, intrinsic to his function as a judge. Under the Code of Judicial

Conduct, he is obliged to act diligently (Rule 2.5(A)) and to hear and decide matters assigned to him (Rule 2.7). The responsibility of each superior court judge in a multi-judge county superior court is identical. *State ex rel. Campbell v. Superior Court for King County*, 34 Wn.2d 771, 775, 210 P.2d 123 (1949) (there is only one superior court in each county, and where “there are two or more judges of the superior court in any county, their authority is identical. . .”), as are the duties of municipal court judges in a multi-judge municipal department of a district court. Judge Henke lacked discretion to deny Judge Ladenburg the ability to hear and decide a case assigned to him.

17. This Court has authority to issue a writ in an original action to prohibit a state officer from exercising a mandatory duty. *State ex rel. O’Connell v. Yelle*, 51 Wn.2d 620, 320 P.2d 1086 (1958) (writ of mandamus to prevent State Auditor from issuing warrants to House Speaker); *Seattle Times Co. v. Serko*, 170 Wn.2d 581, 243 P.3d 919 (2010) (newspaper publishers seeking PRA disclosure of sealed court files); *Freeman v. Gregoire*, 171 Wn.2d 316, 323, 256 P.3d 264 (2011) (writ of mandamus sought to prevent expenditure of transportation funds); *Wash. State Labor Council v. Reed*, 149 Wn.2d 48, 55-56, 65 P.3d 1203 (2003) (prohibiting Secretary of State from canvassing the vote and certifying the



results on a referendum). Here, the writ of mandamus is directed at prohibiting Judge Henke from intruding upon Judge Ladenburg's mandatory case responsibilities as an elected judge.

18. This Court has addressed writs of mandamus directed to trial courts pursuant to original jurisdiction under article IV, § 4 on numerous occasions. *See, e.g., State ex rel. Taylor v. Lawler*, 2 Wn.2d 488, 98 P.2d 658 (1940) (appointment of court reporter); *Whitney v. Buckner*, 107 Wn.2d 861, 734 P.2d 485 (1987) (directing judges/commissioners to permit inmates to proceed *in forma pauperis* and *pro se* in domestic relations actions). This Court may do so here as well, given its plenary responsibility for the court of Washington.

19. A constitutional writ of prohibition will also issue against a state officer for acts that are judicial or quasi-judicial in nature, *State ex rel. New York Casualty Co. v. Superior Court for King County*, 31 Wn.2d 834, 199 P.2d 581 (1948) (prevent issuance of voluntary nonsuit), and in excess of the officer's authority. *Citizens Counsel Against Crime v. Bjork*, 84 Wn.2d 891, 529 P.2d 1072 (1975); *State ex rel. Ernst v. Superior Court for Thurston County*, 198 Wash. 133, 137, 87 P.2d 294 (1939); *Brower v. Charles*, 82 Wn. App. 53, 914 P.2d 1202, *review denied*, 130 Wn.2d 1028 (1996) (writ of prohibition may be invoked to prohibit judicial, legislative,

executive, or administrative acts if official or body to whom it is directed is acting in excess of its power).

20. The judges here are State officers. The Tacoma Municipal Department was created by authority of Wash. Const. article IV, § 12. Under that constitutional provision, the Legislature has plenary authority to prescribe municipal court powers and jurisdiction. *City of Medina v. Primm*, 160 Wn.2d 268, 274 n.3, 157 P.3d 379 (2007). The Legislature specifically authorized the creation of the Department in ch. 3.46 RCW. RCW 3.46.015. Both judges are subject to the Code of Judicial Conduct promulgated by this Court, ARLJ 4, and the disciplinary authority of the Commission on Judicial Conduct and this Court. CJCRP 1. The salaries of both judges are set by the State Salary Commission, and they are both part of the state's pension system. RCW 3.74.010. Specifically, this Court promulgated GR 29, the rule upon Judge Henke relies for her extraordinary exercise of authority to deprive Judge Ladenburg of his case responsibilities in *Nester*. GR 29(c) mandates that the Chief Justice of this Court be notified of the selection of a presiding judge.

21. Even if municipal court judges are not state officers, this Court has exercised its original jurisdiction under article IV, § 4 to issue writs of mandamus or prohibition in appropriate circumstances directed to

municipal court judges. *E.g.*, *City of Seattle v. Rohrer*, 69 Wn.2d 852, 420 P.2d 687 (1966); *O'Connor*, 76 Wn.2d at 591-92, where fundamental rights are at stake, as here.

22. Moreover, this Court has exercised original jurisdiction in cases involving issues pertinent to its inherent power to regulate the affairs of the judicial branch of Washington government. *See, e.g.*, *Washington St. Bar Ass'n v. State*, 125 Wn.2d 901, 890 P.2d 1047 (1995) (Court issued writ of prohibition to prohibit PERC from exercising jurisdiction over labor dispute between WSBA and its staff).

23. GR 29, the ostensible basis for Judge Henke's extraordinary decision here, does not authorize a presiding judge to deprive an elected municipal court judge of responsibilities in a case. Rather, the presiding judge has general administrative powers. GR 29(e) states:

(e) General Responsibilities. The Presiding Judge is responsible for leading the management and administration of the court's business, recommending policies and procedures that improve the court's effectiveness, and allocating resources in a way that maximizes the court's ability to resolve disputes fairly and expeditiously.

More specifically, GR 29(f) states:

In addition to exercising general administrative supervision over the court, except those duties assigned to clerks of the superior court pursuant to law, the Presiding Judge shall:

- (1) Supervise the business of the judicial district and judicial officers in such manner as to ensure the expeditious and efficient processing of all cases and equitable distribution of the workload among judicial officers;
- (2) Assign judicial officers to hear cases pursuant to statute or rule. The court may establish general policies governing the assignment of judges;
- (3) Coordinate judicial officers' vacations, attendance at education programs, and similar matters;
- (4) Develop and coordinate statistical and management information;
- (5) Supervise the daily operation of the court including:
  - (a) All personnel assigned to perform court functions; and
  - (b) All personnel employed under the judicial branch of government including but not limited to working conditions, hiring, discipline, and termination decisions except wages, or benefits directly related to wages; and
  - (c) The court administrator, or equivalent employee, who shall report directly to the Presiding Judge.
- (6) Supervise the court's accounts and auditing the procurement and disbursement of appropriations and preparation of the judicial district's annual budget request;
- (7) Appoint standing and special committees of judicial officers necessary for the proper performance of the duties of the judicial district;
- (8) Promulgate local rules as a majority of the judges may approve or as the Supreme Court shall direct;
- (9) Supervise the preparation and filing of reports required

by statute and court rule;

(10) Act as the official spokesperson for the court in all matters with the executive and legislative branches of state and local government and the community unless the Presiding Judge shall designate another judge to serve in this capacity;

(11) Preside at meetings of the judicial officers of the district;

(12) Determine the qualifications of and establish a training program for pro tem judges and pro tem court commissioners; and

(13) Perform other duties as may be assigned by statute or court rule.

*See generally, Wash. State Council of County and City Employees, Council 2, AFSCME, AFL-CIO, Local 87 v. Hahn*, 151 Wn.2d 163, 167-76, 66 P.3d 774 (2004) (discussing GR 29 powers of presiding judges).

24. A presiding judge has only limited authority over the conduct of court colleagues. This Court has appropriately barred the president-judge of the superior court judges' association from entering an order authorizing a retired judge to hear a case. *State ex rel. New Washington Oyster Co. v. Meakim*, 34 Wn.2d 131, 208 P.2d 628 (1949).

GR 29(h) provides for the administrative duties of presiding judges:

(h) Oversight of judicial officers. It shall be the duty of the Presiding Judge to supervise judicial officers to the extent necessary to ensure the timely and efficient processing of cases. The Presiding Judge shall have the authority to

address a judicial officer's failure to perform judicial duties and to propose remedial action. If remedial action is not successful, the Presiding Judge shall notify the Commission on Judicial Conduct of a judge's substantial failure to perform judicial duties, which includes habitual neglect of duty or persistent refusal to carry out assignments or directives made by the Presiding Judge, as authorized by this rule.

RCW 3.50.125 specifically addresses the transfer of cases within a municipal court, stating:

A transfer of a case from the municipal court to either another municipal judge of the same city or to a judge pro tempore appointed in a manner prescribed by this chapter shall be allowed in accordance with RCW 3.66.090 in all civil and criminal proceedings.

There is no evidence in this case that Judge Ladenburg's conduct in *Nester* fell within the provisions of GR 29(h) or RCW 3.50.125.

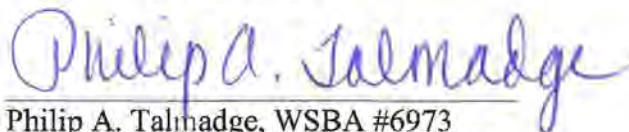
25. The unprecedented action taken by Judge Henke raises substantial questions on the authority of judges vis-à-vis presiding judges. In interpreting the scope of a presiding judge's GR 29 authority, this case has significance for the entire judiciary in the State of Washington, and public confidence in the judiciary. This Court is the ultimate authority on the power of the judiciary in this State with the plenary authority to supervise the lower courts and individual judges. No other court, except this Court, has similar power to control the actions of presiding judges.

WHEREFORE, petitioner prays as follows: Judge Henke lacked

authority to deprive Judge Ladenburg of his case responsibility in *Nester*. This Court should issue a writ of mandamus or writ of prohibition directing Judge Henke to withdraw any order purporting to override the authority of Judge Ladenburg in the *Nester* matter. Costs, including reasonable attorney fees, should be awarded to Judge Ladenburg.

Dated this ~~24th~~ day of March, 2020.

Respectfully submitted,



Philip A. Talmadge, WSBA #6973  
Thomas M. Fitzpatrick, WSBA #8894  
Talmadge/Fitzpatrick  
2775 Harbor Ave SW  
Third Floor, Suite C  
Seattle, WA 98126  
(206) 574-6661

Attorneys for Petitioner  
Judge David Ladenburg

DECLARATION OF SERVICE

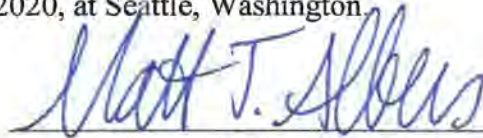
On said day below I served via ABC Legal Messengers a true and accurate copy of the *Petition Against State Officer Pursuant to RAP 16.2(b)* in Supreme Court Cause No. \_\_\_\_\_ (TBD) to the following:

Judge Drew Ann Henke  
Tacoma Municipal Court  
930 Tacoma Avenue South  
Second Floor, Dept. 2, Room 234  
Tacoma, WA 98402

Original E-filed via appellate portal with:  
Supreme Court Clerk's Office

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

DATED: March 24, 2020, at Seattle, Washington



\_\_\_\_\_  
Matt J. Albers, Paralegal  
Talmadge/Fitzpatrick



**TALMADGE/FITZPATRICK**

**March 24, 2020 - 10:57 AM**

**Filing Original Action Against State Officer**

**Transmittal Information**

**Filed with Court:** Supreme Court

**Appellate Court Case Number:** Case Initiation

**The following documents have been uploaded:**

- OAS\_Orig\_Act\_Against\_State\_Officer\_20200324091126SC525302\_6287.pdf

This File Contains:

Original Action Against State Officer

*The Original File Name was Petition Against State Officer.pdf*

**A copy of the uploaded files will be sent to:**

- matt@tal-fitzlaw.com
- phil@tal-fitzlaw.com
- sarah@tal-fitzlaw.com

**Comments:**

Petition Against State Officer Pursuant to RAP 16.2(b) [Please note that we will send out filing fee payment directly to the Court and will serve upon opposing party via courier]

---

Sender Name: Matt Albers - Email: matt@tal-fitzlaw.com

**Filing on Behalf of:** Philip Albert Talmadge - Email: phil@tal-fitzlaw.com (Alternate Email: matt@tal-fitzlaw.com)

Address:

2775 Harbor Avenue SW

Third Floor Ste C

Seattle, WA, 98126

Phone: (206) 574-6661

**Note: The Filing Id is 20200324091126SC525302**

# DMCJA

## Policies and Procedures

### AMICUS REQUESTS

The District and Municipal Court Judges Association (DMCJA) states as its purpose in DMCJA Bylaws “[t]o improve the administration of justice in the courts of limited jurisdiction and to recommend and support proposals to that end...” See also RCW 3.70.040.

From time to time, issues arise in the context of lawsuits that extend beyond the parties to the case and impact courts of limited jurisdiction generally. The DMCJA Board on its own initiative or at the request of any member in good standing may wish to participate in appellate review of issues before an appellate court. Rules of Appellate Procedure (RAP) Rule 10.6 *et. seq.* provides for non-party participation in limited circumstances.

Any member in good standing may request participation by the DMCJA as Amicus Curiae in any matter submitted to an appellate court for review. Such request shall be made to the DMCJA Board of Governors (Board) and shall be considered as an agenda item at a regularly or specially scheduled Board meeting. Discussion and action on the request shall be recorded in Board minutes.

The DMCJA President may appoint an *ad. hoc.* committee to review the request for DMCJA participation and make recommendations to the Board. Committee activity shall be paid for out any specific budget line item approved by the Board, which may include any reserve fund hereafter established by the Board.

The committee, if formed, shall review relevant documents filed in the appellate court related to the case and any other documents submitted with regards to the request for participation. Following such review the committee shall make recommendations to the board regarding participation in the case and the scope thereof, and regarding funding for such participation.

Criterion to be considered in making such recommendations shall include the following:

- Posture of the appeal;
- Stage of proceedings in the trial court;
- Identification of issue(s) that impact courts of limited jurisdiction;
- Impact of identified issues on courts of limited jurisdiction;
- Whether issues are of general concern or limited to a small number of courts;
- Whether there is likely to be dissenting views among the DMCJA membership or objections to participation;
- Cost to the DMCJA of pursuing participation in the appeal process;
- Whether the issues can be addressed using public money or require Special Fund expenditure;
- The budgetary impact of such cost, including identification of funds within the budget;

- Alternatives to the DMCJA paying for participation; and
- Identify possible practitioners or groups to draft briefs on behalf of the DMCJA.

Funding for amicus participation may be from regular funds of the DMCJA or the DMCJA Special Fund, as appropriate, and shall be approved by the Board prior to any action being undertaken on DMCJA's behalf in pursuit of participation. Due to the unpredictability of such requests, and to provide a mechanism to fund these and other extraordinary expenses, the Board may choose to establish a reserve fund within either or both the regular DMCJA Fund or the DMCJA Special Fund.

If the Board determines to authorize participation in the appellate proceedings, no document shall be filed by the DMCJA in the appellate court without prior review and approval by the Board, PROVIDED, where time makes such prior review impractical, the President may delegate such review and approval authority to one or more members of the Board.

# 2020-2021 District and Municipal Court Judges' Association Nominating Committee

Listserv Address: [DMCJANC@listserv.courts.wa.gov](mailto:DMCJANC@listserv.courts.wa.gov)

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## Members

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**Judge Samuel G. Meyer, Chair**  
Thurston County District Court  
2000 Lakeridge Dr SW, Bldg 3  
Olympia, WA 98502-6001  
360-786-5149  
360-556-3762  
[sam.meyer@co.thurston.wa.us](mailto:sam.meyer@co.thurston.wa.us)

**Judge James N. Docter**  
Bremerton Municipal Court  
550 Park Ave  
Bremerton, WA 98337  
360-473-5215  
[james.docter@ci.bremerton.wa.us](mailto:james.docter@ci.bremerton.wa.us)

**Ex Officio  
Judge Willie J. Gregory  
Diversity Chair Position**  
Seattle Municipal Court  
Seattle Justice Center  
600 5<sup>th</sup> Ave  
PO Box 34987  
Seattle, WA 98124-4987  
206-684-8711  
[willie.gregory@seattle.gov](mailto:willie.gregory@seattle.gov)

**Judge John H. Hart**  
Whitman County District Court  
400 N Main St  
PO Box 230  
Colfax, WA 99111-0230  
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**Judge Kristian E. Hedine**  
Walla Walla Co. District Court  
317 W Rose St  
Walla Walla, WA 99362-1881  
509-524-2760  
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**Judge Tyson R. Hill**  
Grant County District Court  
35 C St NW, Fl 3  
PO Box 37  
Ephrata, WA 98823-0037  
509-754-2011, ext 3128  
[trhill@grantcountywa.gov](mailto:trhill@grantcountywa.gov)

**Judge Mary C. Logan**  
Spokane Municipal Court  
1100 W Mallon Ave  
Spokane, WA 99260  
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[mlogan@spokanecity.org](mailto:mlogan@spokanecity.org)

**Judge Mindy L. Walker**  
Jefferson County District Court  
1820 Jefferson St  
PO Box 1220  
Port Townsend, WA 98368-6951  
360-385-9135  
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**AOC Staff**  
Susan Peterson  
Admin. Office of the Courts  
PO Box 41170  
Olympia, WA 98504-1170  
360-705-5278  
[susan.peterson@courts.wa.gov](mailto:susan.peterson@courts.wa.gov)

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## Charges

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1. The Nominating Committee shall annually select not more than two candidates for Vice-President, Secretary/Treasurer, President-Elect, and three Board member-at-large positions. The Board member-at-large positions shall be for three-year terms.
2. The report of the Nominating Committee shall be submitted to the Board at its March meeting. The names of the nominees will be published in the written notice of the Spring Conference and in the Minutes of the Board's March meeting. Nominations for all offices except President may be made by the members at the Spring Conference.
3. The Nominating Committee shall make nominations for other vacancies on the Board.

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## Budget

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Budget: \$400

Updated 6/30/2020

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# *District and Municipal Court Judges' Association*

**President**

**JUDGE MICHELLE K. GEHLEN**  
King County District Court  
Redmond Facility  
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Redmond, WA 98052-3548  
(206) 477-3134

**President-Elect**

**JUDGE CHARLES D. SHORT**  
Okanogan County District Court  
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Okanogan, WA 98840  
(509) 422-7170

**Vice-President**

**COMMISSIONER RICK LEO**  
Snohomish County District Court  
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Arlington, WA 98223-1010  
(360) 435-7700

**Secretary/Treasurer**

**JUDGE JEFFREY R. SMITH**  
Spokane County District Court  
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Spokane, WA 99210-2352  
(509) 477-2959

**Past President**

**JUDGE SAMUEL G. MEYER**  
Thurston County District Court  
2000 Lakeridge Dr SW, Bldg 3  
PO Box 40947  
Olympia, WA 98504-0947  
(360) 786-5562

**Board of Governors**

**JUDGE THOMAS W. COX**  
Garfield County District Court  
(509) 382-4812

**JUDGE ANITA M. CRAWFORD-WILLIS**  
Seattle Municipal Court  
(206) 684-8709

**JUDGE ROBERT W. GRIM**  
Okanogan County District Court  
(509) 422-7170

**JUDGE DREW ANN HENKE**  
Tacoma Municipal Court  
(253) 591-5357

**JUDGE TYSON R. HILL**  
Grant County District Court  
(509) 754-2011

**JUDGE AIMEE MAURER**  
Spokane County District Court  
(509) 477-2961

**JUDGE KEVIN G. RINGUS**  
Fife Municipal Court  
(253) 922-6635

**JUDGE LAURA VAN SLYCK**  
Everett Municipal Court  
(425) 257-8778

**JUDGE KARL WILLIAMS**  
Pierce County District Court  
(253) 798-3312

**COMMISSIONER PAUL WOHL**  
Thurston County District Court  
(360) 786-5562

September 29, 2020

**VIA EMAIL**

Honorable Charles W. Johnson  
Supreme Court Rules Committee  
c/o Clerk of the Supreme Court  
Temple of Justice  
PO Box 40929  
Olympia, WA 98504-0929

RE: Comment on Proposed JISC Rule 13 Amendment

Dear Justice Johnson and Members of the Rules Committee:

On behalf of the District and Municipal Court Judges' Association (DMCJA), I am writing to express support for passage of the proposed amendments to JISC Rule (JISCR) 13. The DMCJA urges you to consider the importance of the proposed amendments to the availability of judicial information statewide.

Public safety depends on all Washington courts and our justice partners continuing to have access to statewide judicial information. If a court chooses to use its own case management system, it must nonetheless share critical data according to prescribed standards to ensure that all other courts and staff have the information they need to administer justice.

The proposed amendments to JISCR 13 provide for clear communication and collaborative planning between courts and the Administrative Office of the Courts (AOC) to ensure minimum disruption to statewide data sharing. They also make it clear that the JISC, as the top governing body for judicial branch IT resources, decides how those resources will be allocated. They also clarify that the JISC will settle any disagreements between courts and AOC if temporary measures are needed to ensure that courts and Washington citizens continue to have information that is critical to fair and just outcomes.

Honorable Charles W. Johnson  
September 29, 2020  
Page 2

The DMCJA urges you to pass the proposed amendments to protect the integrity of the information we depend on for the administration of justice.

Thank you for your consideration.

Sincerely,

s/Judge Michelle K. Gehlsen  
DMCJA President

cc: Justice Barbara Madsen, JISC Chair  
Ms. Vonnie Diseth, AOC  
Ms. Vicky Cullinane, AOC  
Ms. Shannon Hinchcliffe, AOC

WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS  
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT [CARES]:  
APPLICATION FOR CARES FUNDING

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Please contact Sam Knutson, AOC Comptroller, with questions [or to email your completed application along with supporting documentation] at [sam.knutson@courts.wa.gov](mailto:sam.knutson@courts.wa.gov) or 360-704-5528. **Your application must be signed/dated by the Presiding Judge/County Clerk.** The final deadline for applications is January 15, 2021. Applications will be reviewed and monies distributed as they are received.

1. Name and Title of Applicant: \_\_\_\_\_

2. Jurisdiction: \_\_\_\_\_  Supreme  COA  Superior  District  Municipal  County Clerk

3. Amount Requested: \$ \_\_\_\_\_

4. Did your county or city receive CARES or other COVID relief funding?  No  Yes Amount \$ \_\_\_\_\_

5. Did your court [or county clerk's office if applicant is the county clerk] receive local or state CARES or other funding?  No  Yes Amount \$ \_\_\_\_\_

6. Request Categories [Check All That Apply]

<input type="checkbox"/> PPE [Personal Protective Equipment]	<input type="checkbox"/> Technology	<input type="checkbox"/> Public Access Costs
<input type="checkbox"/> Pro Tem Judicial Officers	<input type="checkbox"/> Security/Baliff Services	<input type="checkbox"/> Other
<input type="checkbox"/> Non Judicial Staff, including overtime & temp costs	<input type="checkbox"/> Cleaning & Disinfecting Supplies/Services	[Specify] _____
<input type="checkbox"/> Facilities Acquisition/Redesign	<input type="checkbox"/> Juror Service Costs	

7. Expenditure Period [Check All That Apply]

<input type="checkbox"/> March 2020 Costs	<input type="checkbox"/> July 2020 Cost	<input type="checkbox"/> November 2020 Estimate
<input type="checkbox"/> April 2020 Costs	<input type="checkbox"/> August 2020 Cost	<input type="checkbox"/> December 2020 Estimate
<input type="checkbox"/> May 2020 Costs	<input type="checkbox"/> September 2020 Estimate/Cost	
<input type="checkbox"/> June 2020 Costs	<input type="checkbox"/> October 2020 Estimate	

**Note- Please complete the Excel reimbursement grid (separate document) and submit with this application form.**

8. Are any of the costs associated with cross court support such as collaboration between court levels or with the county clerk's office? For example, a temporary facility that will be used by municipal, district, superior courts and/or county clerk's offices?  No  Yes [Explain]

(GO TO NEXT PAGE)



9. Brief justification statement, including priority of costs for potential reimbursement. [Attach Additional Pages As Needed]

(GO TO NEXT PAGE)

Presiding Judge/County Clerk	
Signature	Date

## COURTS AND COVID-19

# Resource Library

This collection of web pages, webinars, information sheets, flyers, reports, tip sheets and other resources available to help courts and judicial branch members navigate the COVID pandemic will be available on the Washington Courts COVID Response web page, and will be updated as new information and resources become available. If you have a resource you would like added to the list, please send an email to [Lorrie.Thompson@courts.wa.gov](mailto:Lorrie.Thompson@courts.wa.gov).

## Court Operations

**Washington Courts COVID-19 Response**, public page, all Supreme Court orders, governor proclamations, judicial branch links

**Judicial Branch COVID-19 Response**, Inside Courts Website, messages from Chief Justice Stephens, messages from State Court Administrator Dawn Marie Rubio, webinars list, BJA Court Recovery Task Force, webinars listing, additional court system resources

**Protection and Emergency Orders**, AOC/DMCJA/SCJA Friday Forum webinar, May 1, 2020

**AOC Court Closures and Emergency Modifications to Operations Directory**, alphabetical

**Washington State Public Health Communicable Disease Bench Book**, 2017

**Outside the Box Strategies: Administering the courts while the COVID-19 curve is flattened**, NCSC webinar on variety of strategies employed by courts for expanding operations, May 19, 2020

**Planning to get back to business inside the courthouse**, webinar by Arizona State Courts covering complications in ramping up services in various court environments, May 15, 2020

**Developing Plans for Resuming Court Operations**, NCSC webinar focused on key questions for courts to consider in planning to expand in-person operations, May 1, 2020

**Considerations in Resuming Court Operations**, NCSC tip sheet, May 1, 2020

## General Coronavirus Information

**What Medical Experts Say We Need to Know**, AOC/DMCJA/SCJA Friday Forum webinar, May 22, 2020

**What Medical Experts Say We Need to Know and How to Mitigate its Risks**, slides

**Washington State Coronavirus Website**

**Washington State Department of Health Coronavirus Response Website**

**Centers for Disease Control and Prevention (CDC) Coronavirus page**

**Johns Hopkins University & Medicine Coronavirus Resource Center**



## Virtual Courtrooms

**AOC Guidance for Setting up a Virtual Court**, Includes information for working with Zoom, WebEx, Microsoft Teams, Skype and GoToMeeting, including technical considerations, cost, managing meeting controls like entering and exiting, sound, individual appearance tips, and using virtual backgrounds

### **Tips From Judges on Remote Proceedings**

**Telephonic Hearings, Video Hearings, and Public Access**, AOC/DMCJA/SCJA Friday Forum webinar, April 17, 2020

**Remote Hearing Logistics**, AOC/DMCJA/SCJA Friday Forum webinar, April 24, 2020

**Mock Videoconference Hearing**, Pierce County Superior Court, Judge Tim Ashcraft drafted a script and recruited other judges and lawyers for a mock trial using Zoom, intentionally including all sorts of things that happen in live trials

**Remote Hearing Information Sheet for the Public**, Idaho State Courts' example of a handout for the public on preparing for remote hearings

**General Information on the Use of Zoom for Supreme Court Oral Arguments**, Washington State Supreme Court Clerk's Office information sheet for remote hearing participants

**Washington State Virtual Court Proceedings Directory**, AOC

**Lights, Camera, Motion!**, CCJ/COSCA Rapid Response Team webinar on establishing remote hearings, April 7, 2020

**Lights, Camera, Motion! – Act II**, CCJ/COSCA webinar, second in series on remote proceedings, including software security, procedures for introducing evidence, and considerations for language access and self-represented litigants, April 15, 2020

**Lights, Camera, Motion! – Act III**, CCJ/COSCA webinar, third in series on remote proceedings and unique challenges for appellate courts, April 24, 2020

**Procedure for Limiting Public Access Via Livestream**, bench card from Texas Office of Judicial Administration

**Technology Options for Jury Trials and Grand Jury Proceedings**, NCSC resource on guidance from judicial policy makers and technology experts, June 3, 2020

**Online Dispute Resolution (ODR) in the Time of Coronavirus**, newsletter report by WSBA, possibilities in use of ODR for coming wave of civil legal cases, May 6, 2020

# Jury Trials

**Washington State Supreme Court Order No. 25700-B-631 re: Modification of Jury Trial Proceedings**

**Resuming Jury Trials in Washington State, report of the Resumption of Jury Trials Workgroup**

**COVID-19 and Washington State Courts: Public Health Risk Reduction Recommendations**, Department of Health report in consultation with Jury Trials Workgroup

**Reestablishing Jury Pools in the COVID-19 Era**, NCSC webinar, June 4, 2020

**Virtual Jury Selection**, remote selection of jury for Texas case

**First remote jury trial shows potential for widespread use**, NCSC newsletter report on Texas virtual jury trial, May 2020

**How state courts are using innovative technologies and responsible health and safety practices to resume jury trials**, NCSC webinar, May 22, 2020

**Managing Juries and Jury Trials During the COVID-19 Pandemic**, NCSC webinar, March 31, 2020

**Public Opinion — Jury Service and Accessing Court Services Remotely in a (Post) Pandemic America**, NCSC webinar on a new national opinion poll, June 18, 2020

**NCSC Jur-E Bulletin**, collection of articles on jury news across the United States

# Workplace

**Coronavirus (COVID-19) Prevention: General Workplace Requirements**, Washington State Department of Labor & Industries (L&I), information sheet

**Common Questions Regarding Worker Face Coverings and Mask Requirements**, Washington State Department of Labor and Industries web page with information sheets and FAQs

**Physical Considerations for Reopening the Courthouse**, NCSC paper, June 1, 2020

**Ten Steps All Workplaces Can Take to Reduce Risk of Exposure to Coronavirus**, OSHA, one-page printable flyer

**CDC Resuming Business Toolkit**

**Guidance on Preparing Workplaces for COVID-19**, report of the Occupational Safety and Health Administration (OSHA)



# Access to Courts/Justice

**Court Interpreting Information and Resources during COVID-19,**  
Washington State Court Interpreter Program

**Guidance Memorandum,** Washington State Supreme Court Interpreter Commission, guidance for courts when interpreters are used for court hearings during this public health emergency

**“Back to the Future”: Video Remote Interpreting and Other Language Access Solutions in the Time of COVID,** NCSC webinar, June 30, 2020

**Recommendations for In-Person Court Interpretation, A Pandemic Resource,** NCSC tip sheet, June 2020

**Video Remote Interpretation Solutions and Resources for Courts,** paper of NCSC Language Access Services Section with tips, resources, and FAQs with regard to providing video remote interpretation (VRI) for remote court proceedings, June 2020

**Instructions on Zoom’s Simultaneous Interpretation Function for Hearings with Limited English Proficient (LEP) Individuals,** Tip sheet from Wisconsin Director of State Courts, June 15, 2020

**Access to Justice Considerations for State and Local Courts as They Respond to COVID-19: A Conversation,** NCSC webinar, April 3, 2020

**Providing Technology to Litigants Who Don’t Have Access to it,** NCSC newsletter article

**Remote Court Operations Incorporating A2J Principles,** NCSC Information Sheet, March 27, 2020

**Remote Hearings and Access to Justice During COVID-19 and Beyond,** paper by California Commission on Access to Justice, adapted by CCJ/COSCA

**COVID-19 Translated Resources Directory,** collection of printable COVID information sheets from court systems across the United States translated into numerous languages

**Washington State Department of Health,** COVID-19 Educational Materials – 26 Languages

# Pages of Interest

**Washington State Law Library COVID-19 Resource Page,**  
collection of legal and government resource links

**Washington State Alliance for Equal Justice, COVID-19 Resources for Legal Aid Providers**

**National Center for State Courts (NCSC) “Coronavirus and the Courts,”** website collecting state responses, webinars, news articles and other resources

**NCSC COVID Webinars page,** updated regularly with new webinars and materials

**NCSC Page for Webinar Materials**

**Washington State Bar Association COVID-19 News, Resources and Response**

**Federal Court Orders and Updates During COVID-19 Pandemic**

# Family and Specialty Courts and Dockets

**Resuming Dependency Fact Finding and Termination of Parental Rights Trials in Washington State**, guidance report by a Workgroup of the Supreme Court Commission on Children in Foster Care, a set of guidelines that reflect best practices while allowing flexibility to meet the needs of individual cases, June 2020

**Child Visitation and Remedial Services, Governor Proclamation**, clarifying status of private parenting plans, March 26, 2020

**National Council of Juvenile and Family Court Judges**, COVID-19 Resources and Updates

**Association of Family and Conciliation Courts, Coronavirus Resource Page**, links to webinars, videoconferencing for dispute resolution, how judicial officers can provide guidance during a pandemic, family health and safety information, etc.

**Treatment Courts and COVID-19**, webinar by National Association of Drug Court Professionals (NADCP), March 26, 2020

**Treatment Courts and COVID-19: What to Consider During a Pandemic**, NADCP paper, March 26, 2020

**COVID-19 Resources for Treatment Courts**, collection of NADCP webinars and publications providing pandemic guidance for treatment courts

**Considerations for High-Volume Dockets During the Pandemic**, CCJ/COSCA information sheet, June 1, 2020

**Handling High Volume Dockets: Spotlight on Eviction Diversion Programs**, NCSC webinar focusing on two creative eviction diversion programs planned for the State of Michigan and the City of Philadelphia, June 18, 2020

**Tiny Chats by NCSC**, mini-webinars of 8–15 minutes about high volume dockets, debt collection cases, eviction cases, traffic cases, etc.

# Staff and Self Care

**Washington State Employee Assistance Program (EAP) COVID-19 Resource Page**, large collection of webinars, articles and links from state and federal government agencies, universities, health departments, medical centers, scientific publications, mainstream media and other sources

**Staff Morale, Self-Care, and Resuming Court Operations**, AOC/DMCJA/SCJA Friday Forum webinar, May 15, 2020

**Johns Hopkins University & Medicine**, “COVID-19 Basics: Protecting Your Health”

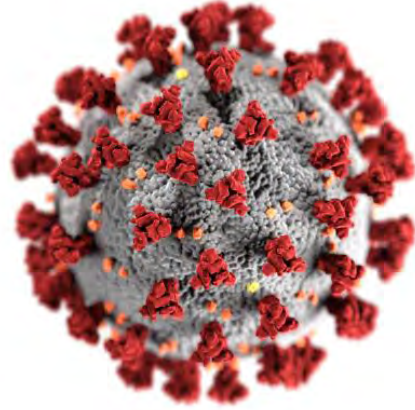
**How to Build Resilience When Your Job Involves Helping Others in Crisis**, EAP webinar, June 19, 2020

**Addressing Court Workplace Mental Health and Well-being in Tense Times**, NCSC webinar, June 25, 2020

**Leading Teams and Supporting Employees Through COVID-19**, Washington State EAP webinar, April 3, 2020

**CDC Daily Life and Coping Page**

**CDC If You Are Sick or Caring for Someone**



## Messaging/Communications

**Public Service Announcement (PSA) on new cleaning regimen for courts**, by Pierce County Superior Court

**PSA Video Message: Technology and Courts Working Remotely**, by Pierce County Superior Court

**PSA Video Message: A New Look of Jury duty**, by Pierce County Superior Court

**Video Message From Utah Courts on Remote Jury Trials**

**Steps2SafeCourt PSA by Florida Courts**, asking public to be patient and to help with new courthouse procedures

**Surviving the Coronavirus Infodemic**, webinar from the University of Washington Center for an Informed Public, tips to manage misinformation and information overload to build healthier information practices

## Resources for the Public

**WashingtonLawHelp, Coronavirus page**, series of information sheets by Northwest Justice Project, Columbia Legal Services, Unemployment Law Project, Northwest Health Law Advocates, etc. regarding evictions, child support payments, parenting plans, unemployment benefits, protection orders, access to healthcare, veteran information, foreclosure prevention, help for immigrants, tips for home and student loan borrowers, and more

**Civil Legal Aid resource sheet**, collection of links and contact information for Washington state aid programs for those in civil legal crisis

**Tips for Phone and Video Hearings, by Northwest Justice Project**, “How to get ready for and conduct yourself during a remote hearing over the phone or by video-conference”

**Surviving the Financial Impacts of COVID**, Northwest Consumer Law Center series of webinars, with contact information for legal clinics and free legal representation



# "We MacGyvered It"

## Friday Forum Webinars Give Washington Court Leaders Chance to Share

As the COVID-19 virus forced courts and county clerk offices to quickly find ways to continue critical work in the midst of the pandemic, some state court leaders began discussing ways that ideas and experiences could be shared. The result was a series of webinars with Washington judges, commissioners, county clerks, health experts and judicial branch staff doing just that.

Coordinated by State Court Administrator Dawn Marie Rubio, SCJA President Judge Judith Ramseyer, and DMCJA President Judge Sam Meyer, the webinars are posted on Inside Courts (see links in Resource Library). "The purpose of these sessions has been to share information and ideas across the state to help us all deal with the really major changes that are coming at us so quickly," Judge Ramseyer said in one webinar. "We hope the sharing of this information gives you ideas for how you can craft solutions in your own jurisdiction."

A quick look at the webinar topics:

- **Telephonic Hearings, Video Hearings, and Public Access**, April 17, early experiences with developing remote processes.
  - "This is not a product of any initiative or a lot of advance planning. This was dumped on us and we're dealing with things that six weeks ago, we would never have thought of." – Thurston County District Court Judge Sam Meyer.
  - "We MacGyvered it together." – King County Superior Court Judge Matthew Williams, in a presentation on his court's Virtual Audio Courtroom.
- **Remote Hearing Logistics**, April 24, details and experiences with remote hearings involving self-represented litigants, interpreters, e-filing (or lack of), and more.
  - "I know it's nerve-wracking for everyone to share their ideas right now, and not every idea works for everyone, but please do share them. You might be surprised what you may be doing that someone else hasn't thought of that could be really beneficial to them." – Kitsap County Clerk staff member Kara Barnes.
- **Protection and Emergency Orders**, May 1, a webinar about "all things protection orders," said Judge Meyer.
  - "I don't want to suggest that there's only one way to implement the Supreme Court's orders. Many courts across the state have different procedures and different status of their courthouses, and everyone is doing the best they can. So there is no one size fits all." – King County Superior Court Judge Averil Rothrock.
  - "These hearings take longer. There's a lot of starting and stopping." – Snohomish County District Court Judge Jeffery Goodwin.
- **Staff Morale, Self-Care and Resuming Operations**, May 15.
  - "Sometimes the human side of these challenges gets overlooked. We can't do our jobs well if we don't feel safe and if we're not healthy, and that includes both physical and emotional health." – Judge Judith Ramseyer.
  - "It's critical that you, as court leaders, are the biggest proponents of these [safety] measures. Don't downplay them, because that attitude will lead to lack of compliance and worse, a belief that you don't care about the public's or your team's safety." – Tukwila Municipal Court Judge Kim Walden.
- **What Medical Experts Say We Need to Know**, May 22, featuring infectious disease experts.
  - "We know the pandemic will end someday... We are in this together and will come out on the other side stronger and wiser." – Barbara Soule, nurse and international educator and consultant on infectious disease prevention.

## Goulet, Susan

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**From:** Combined Superior, District & Municipal Court Presiding Judges Group  
<COMBINEDPJ@LISTSERV.COURTS.WA.GOV> on behalf of Freed, Moriah  
**Sent:** Tuesday, September 22, 2020 9:34 AM  
**To:** COMBINEDPJ@LISTSERV.COURTS.WA.GOV  
**Subject:** [COMBINEDPJ] New Resources on Court Interpreting from Interpreter Commission  
**Attachments:** Guide to Working with Interpreters - COVID-19.pdf; Scheduling Quick Tips 8.26.20.pdf; Interp Scheduling Form.docx; Interp Info Form.docx

*This message is sent on behalf of the Supreme Court Interpreter Commission to Washington District, Municipal and Superior Court Presiding Judges and Court Administrators*

Greetings Presiding Judges and Court Administrators:

The Interpreter Commission Education Committee has been hard at work, meeting on a weekly basis in recent weeks to develop useful tools and resources for court staff relating to court interpretation in the COVID-19 environment. The Committee seeks to provide tools for quality, safe interpretation in telephonic hearings, web-based hearings, and in-person courtroom hearings.

Attached please find the following items:

1. A two-sided, one page guide for court staff and judges with practical tips regarding interpreting in the current court environment.
2. A one-sided, one page Quick Tips for court staff who schedule interpreters.
3. A one-sided, one page fillable form for court interpreter schedulers – what information interpreters need for telephonic or video hearings.
4. A one-sided, one page fillable form for court interpreter schedulers to send to interpreters – information the court needs to know from interpreters.

The COVID-19 webpage has been updated with the new resources created by the Committee. You can find it here:  
<https://www.courts.wa.gov/interpreters/COVID-19>

Please find attached the materials pertinent to this message that are within the web link pages.

We trust you all are meeting the challenges of hosting remote court proceedings with court interpreters. The Interpreter Commission stands ready to assist any and all courts with language access challenges. For assistance, please feel free to contact Interpreter Commission staff member, Robert Lichtenberg, at the following web address:  
[Robert.Lichtenberg@courts.wa.gov](mailto:Robert.Lichtenberg@courts.wa.gov)

Sincerely,

Bob Lichtenberg, J.D.  
Senior Court Program Analyst/Supreme Court Interpreter Commission  
Office of Court Innovation  
Administrative Office of the Courts  
1112 Quince St. SE (Bldg.1) | PO Box 41170 | Olympia, WA 98504-1170  
Email: [Robert.Lichtenberg@courts.wa.gov](mailto:Robert.Lichtenberg@courts.wa.gov)  
(360)-350-5373 (Video Relay Service)

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This e-mail has been sent to everyone in the COMBINEDPJ@LISTSERV.COURTS.WA.GOV mailing list. To reply to the sender, click Reply. To reply to the sender and the mailing list, click Reply All.

You can remove yourself from this mailing list at any time by sending a "SIGNOFF COMBINEDPJ" command to [LISTSERV@LISTSERV.COURTS.WA.GOV](mailto:LISTSERV@LISTSERV.COURTS.WA.GOV).

This guide provides practical suggestions to help guarantee language access for limited English proficient (LEP) and Deaf court participants. Under current conditions, **interpreting should be done remotely whenever possible**. [Order No. 25700-B-626, §19](#). For additional information, please see [Remote Interpreting Best Practices](#) and [Court Interpreting Information and Resources during COVID-19](#).

## Legal Requirements:

- Telephonic interpreting is typically permissible in limited circumstances. [GR 11.3\(a\)](#)
- **Courts must follow RCW 2.42 and RCW 2.43** (qualifications, costs, oath, etc.) and [GR 11.2](#) (Code of Professional Responsibility for Judiciary Interpreters), even when interpreting is done remotely. [GR 11.3\(b\)](#)
- The equipment used must ensure **clear audio for all participants**. [GR 11.3\(c\)](#) For Deaf participants, **clear video** is required under the Americans with Disability Act. [28 CFR §35.160\(d\)](#). Also see Department of Justice [Guidance](#).
- There must be a way for **attorneys to communicate privately with clients**. [GR 11.3\(d\)](#)
- Written documents which would normally be interpreted must be read aloud. [GR 11.3\(e\)](#)
- The telephonically interpreted hearings shall be **recorded**. [GR 11.3\(f\)](#)

## When Scheduling Interpreters

The linked resources below were designed to help Court Staff when scheduling interpreters for remote hearings:

- **Quick Tips for Scheduling Interpreters for Telephonic or Video Remote Hearings**
- **Interpreter Scheduling Form – Telephonic or Video Remote Hearings** (Information to give the interpreter)
- **Interpreter Information Form** (Information to get back from the interpreter)

## Instructions for LEP and Deaf Participants

Litigants are used to appearing in-person at their hearings with in-person interpreters. For remote hearings:

- Carefully plan instructions for LEP and Deaf individuals, ensuring they are written in clear, plain English.
- Specify what technology is needed, who the person can contact with questions or concerns, and what to do in the case of technology failures or inability to access necessary technology.
- Courts are encouraged to translate written instructions into commonly used languages, and provide timely translation or interpretation into other languages upon request. [Order No. 25700-B-626, p. 11](#).
- Consider directly calling the LEP Participant and speaking through a telephonic interpreter.
- Be careful in presuming the literacy level of LEP and Deaf individuals.

## Logistics – Remote Interpreting

**Audio and video clarity is critical for accurate interpreting.**

- In telephonic connections make sure the interpreter can clearly hear all participants.
- With video remote interpreting, make sure the interpreters (particularly sign language interpreters) can clearly see all participants.
- Confirm that the LEP or Deaf participant can clearly hear/see the interpreter.
- **Audio is usually best when each participant has their own microphone.** Voices become less audible when participants use speaker phones.
- Parties appearing with counsel must have access to **confidential sidebar conversations**. **Ensure that your court's technology allows interpreters to participate** when parties are LEP or Deaf individuals.

Interpreters work use three different **Interpreting Modes**. In a typical courtroom environment they can seamlessly transition from one to another, but it is more complicated with remote interpreting. Things to keep in mind:

Interpreting Mode	What it is	How it's handled remotely
<b>Consecutive Interpretation</b>	<p>Interpreter begins interpreting when the speaker stops speaking.</p> <p>Examples: conversations and witness testimony.</p>	<p><b>Most common mode in hearings held by telephone or video.</b></p> <p>Each person speaks in short utterances (1-3 sentences) and pauses for the interpretation.</p> <p>Judges should monitor length of utterances and the interpreter's ability to keep pace.</p>
<b>Simultaneous Interpretation</b>	<p>Interpreter interprets while the speaker is still speaking/signing.</p> <p>Examples: when judges or attorneys speak while LEP or Deaf individual listens.</p>	<p><b>Most common mode in the courtroom.</b></p> <p>Can be used in remote hearings, but requires a <u>separate audio channel</u> between the interpreter and the LEP participant.</p> <p>Please contact the AOC for suggestions and examples of how to accomplish this.</p>
<b>Sight Translation</b>	<p>Interpreter reads aloud a document into the other language.</p> <p>Examples: court forms, reports, or written statements.</p>	<p><b>Send interpreter an electronic copy</b> so they can see the document clearly when sight-translating. Sending documents in advance avoids delays during the hearing allows the interpreter to prepare.</p> <p>If the interpreter is required to sign a document, connect with the interpreter in advance about your court's process for electronic signatures.</p>

### Logistics: Socially-Distanced, In-Person Interpreting in the Courtroom

- Simple **transmitter/receiver sets** will allow interpreters to work while keeping a safe distance from an LEP individual in the courtroom. The interpreter speaks into a **microphone connected to a one-way transmitter** while the LEP person listens through **headphones connected to a receiver**. This equipment can be an excellent tool even when COVID-type restrictions are not in place.
- **For privileged attorney-client communications inside the courtroom**, consider purchasing **two-way radios** with ear pieces and microphones – similar to those used by store employees to communicate with one another. Provide one set to the interpreter.
- Sign language interpreters will need to remove their mask while interpreting. Courts should work with the interpreter to find a location where the interpreter can maintain a safe distance and be visible to the Deaf individual.

### Just Before the Hearing Begins...

- Verify that all technology works well. Confirm that the interpreter can clearly hear/see all participants.
- Ask the interpreter to check-in briefly with the LEP or Deaf person to ensure that they have a compatible language match.
- Ask the participants whether any documents will be discussed. Provide copies of those documents to the interpreter if this has not been done previously.

### During the Hearing...

- Remind participants to speak at a slow, steady pace, and take pauses for consecutive interpreting. Monitor their compliance throughout, as people tend to speed up and speak in longer utterances after the first few minutes.
- Check-in occasionally with the interpreter and LEP or Deaf participants to make sure all equipment is functioning, and that they can clearly see/hear all participants.

Telephonic and video remote hearings present new challenges, and effective communication with interpreters helps to ensure a smoother process. Remember that interpreters work with many different courts, and telephonic/video practices vary from location-to-location.

Telephonic Hearings	Video Remote Hearings
<ul style="list-style-type: none"> <li>Specify <b>who calls whom</b> - whether the interpreter should call the court, or the court will call the interpreter.</li> <li>Provide the interpreter with the <b>main number</b>, and an <b>alternative number</b> in case of disconnection.</li> <li>Clarify <b>when</b> the interpreter needs to call in. Either at the start of the hearing, or earlier for testing or other purposes.</li> <li>Explain what to do if there is a <b>disconnection or malfunction</b> – call the court? Immediately call back in again?</li> </ul>	<ul style="list-style-type: none"> <li>Specify which <b>web platform</b> the court will be using.</li> <li>Provide the interpreter the <b>link</b> or invitation and <b>password</b>.</li> <li>Provide the interpreter with a <b>phone number</b> to call in the event of disconnection.</li> <li>Clarify <b>when</b> the interpreter needs to log-on. Either at the start of the hearing, or earlier for testing or other purposes.</li> <li>Explain what to do if there is a <b>disconnection or malfunction</b> – call the court? Immediately log back on again?</li> </ul>

For All Telephonic and Video Remote Hearings:
<ul style="list-style-type: none"> <li><b>Documents:</b> If there will be documents that will be read or reviewed during the hearing (statement of rights, plea form, motions, etc.), please send copies to the interpreter ahead of time. This provides the interpreter an opportunity to print it, review it, and be better prepared for interpreting the contents at the hearing.</li> <li><b>Signing Documents:</b> If your court uses a particular application to sign documents, provide instructions to the interpreter prior to the hearing.</li> <li><b>Testing:</b> If the court hasn't used interpreters in remote hearings previously, or if the interpreter has not previously used the court's web platform, consider setting up a testing session prior to the hearing to identify and resolve any potential problems.</li> </ul>

### Questions the interpreter might have for you:

- Will I get paid from the moment I log-on (or call-in)?** This question may arise if they are required to log-on (or call-in) ahead of time.
- How long is the assignment?** There are many different practices for scheduling from court-to-court, and this can be helpful for an interpreter who is managing multiple assignments within the same day.
- How and to whom do I submit the invoice?**
- In the event of a **long telephonic or video remote hearing** (motion hearing or trial), **who** is the other interpreter I will be teaming with? **How will we be able to communicate** with one another during the hearing?

Provide the Interpreter the Following information:

### Case Information

Language: \_\_\_\_\_ Name of LEP or Deaf Person: \_\_\_\_\_

Name of attorneys and judge: \_\_\_\_\_

Case #: \_\_\_\_\_ Event Type: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Start Time: \_\_\_\_\_

Event Duration: \_\_\_\_\_

### Connection Instructions

This hearing will be conducted:

- Telephonically
  - The court will call the interpreter.
  - The interpreter will call the court at this number: \_\_\_\_\_
- Video Remotely

Log on information: \_\_\_\_\_

Call-in or log-on time: \_\_\_\_\_

In case of disconnection or malfunction, the interpreter should call the court at: \_\_\_\_\_

### Special Instructions

Documents to be discussed/read at the hearing: \_\_\_\_\_

Testing of equipment prior to the hearing: \_\_\_\_\_

Signing of documents by the interpreter: \_\_\_\_\_

Other: \_\_\_\_\_

Prior to your scheduled court hearing, please complete the following information and provide it to the court representative at: \_\_\_\_\_

Interpreter Name: \_\_\_\_\_

How do we contact you if we lose connection?

Working cell number: \_\_\_\_\_

Alternative phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Texting number: \_\_\_\_\_

Other: \_\_\_\_\_

Do you have the following equipment available for your interpreting assignment?

- Desktop computer
- Laptop
- Head phones
- Microphone
- Strong internet connection
- Telephone

Comments: \_\_\_\_\_

For video remote hearings, our court uses the following platform: \_\_\_\_\_ Are you experienced in working in this platform?

- Yes
- No
- Unsure

Comments: \_\_\_\_\_

Is there more information you need from us? \_\_\_\_\_



## Goulet, Susan

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**From:** District and Municipal Court Judges' Association – subject to public disclosure  
<PUBLICDMCJA@LISTSERV.COURTS.WA.GOV> on behalf of Kimberly Walden  
<Kimberly.Walden@TUKWILAWA.GOV>  
**Sent:** Tuesday, September 29, 2020 10:45 AM  
**To:** PUBLICDMCJA@LISTSERV.COURTS.WA.GOV  
**Subject:** [PUBLICDMCJA] CLJ CMS Project Update  
**Attachments:** CLJ-CMS Steering Committee Announcement - Pilot Courts and Statewide Rollout  
Plan.pdf

The CLJ-CMS Project Steering Committee is excited to announce that it has made some important decisions about pilot courts and the geographic groupings for the statewide rollout of the system to Washington's district and municipal courts.

You are invited to read more about these decisions in the attached PDF or by visiting the [CLJ-CMS website](#) - the information shared in the PDF and on the website is the same.

Regards,  
Kim

Judge Kimberly A. Walden  
Tukwila Municipal Court

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September 28, 2020

*This message is shared on behalf of Paulette Revoir, Chair, CLJ-CMS Project Steering Committee:*

The CLJ-CMS Project Steering Committee is excited to announce that it has made some important decisions about pilot courts and the geographic groupings for the statewide rollout of the system to Washington's district and municipal courts. The Steering Committee made these decisions based on specific criteria for successful pilot implementation, as well as recommendations from Tyler Technologies based on their experience with other statewide rollouts. After implementation in pilot courts, there will be six rollout events over the next five years.

### **Pilot Courts**

The Project Steering Committee (PSC) selected Pierce County District Court, Tacoma Municipal Court, Fircrest/Ruston Municipal Court, and Gig Harbor Municipal Court to pilot Odyssey File and Serve (eFile), Odyssey Case Management, and Tyler Supervision.

The CLJ CMS Project Steering Committee chose the pilot courts based on the following criteria:

- The pilot launch should include no more than 175 users (as recommended by Tyler Technologies).
- Because the first courts using the new system will initially require a higher level of immediate support from the AOC and Tyler project teams, travel time to each pilot court from AOC should not be extensive.
- Complexity: The pilot implementation should include courts of different sizes, courts covering multiple jurisdictions, courts using a variety of existing electronic and paperless solutions, courts operating in more than one location, and probation offices using an existing probation case management system.
- Case types processed by the selected pilot courts need to be varied and broad, including traffic infractions, non-traffic infractions, DUI/physical control misdemeanors, other traffic misdemeanors, non-traffic misdemeanors, civil protection orders, civil cases, small claims cases, felony complaints; and parking violations.
- It should include a probation department, as probation case management is a new line of business for AOC.
- Representatives from CLJ CMS governing bodies should be involved. Including representatives of the Project Steering Committee or Court User Work Group will be crucial to success because they provide valuable insights based on their personal experience to the project team and will be key to communicating with their colleagues in the community.

The AOC project team anticipates working with the pilot courts on implementation efforts beginning Spring of 2021.

### **Statewide Rollout Plan**

The first group of courts and probation offices to be implemented after the pilot courts will be located in Eastern Washington followed by a group of courts in North Washington (see below). The order of the remaining groups has yet to be decided. The steering committee considered a number of factors in coming to these decisions, which are detailed below.

Each rollout will be scheduled for spring and fall to avoid the potential impacts of inclement weather and major holidays. In the next few weeks, the AOC project team will share with you a high level overview of the project timeline and plan.

1. Eastern Washington – includes the largest geographical territory and covers Ferry, Stevens, Pend Oreille, Grant, Lincoln, Spokane, Adams, Whitman, Benton, Franklin, Walla Walla, Columbia, Garfield, and Asotin counties. This grouping has 434 users, 37 courts, 12 probation offices, nine violation bureaus, and will have hubs in Spokane County and the Tri-Cities area.
2. North Washington – includes Whatcom, Skagit, and Snohomish counties with 1053 users, 33 courts, 13 probation offices, and three hubs – one in Whatcom, one in Snohomish, and another covering Skagit and North Snohomish. The user count for this is high due to the inclusion of Snohomish County's 10 Violation Bureaus.
- Northwest Washington – includes Clallam, Jefferson, Grays Harbor, Mason, Kitsap, and Thurston counties with 238 users, 23 courts, seven probation offices, and one hub in Clallam County with the other in Mason County.
- Southwest Washington – includes Pacific, Lewis, Wahkiakum, Cowlitz, Clark, and Skamania counties with 437 users, 19 courts, five probation offices, and one hub in Lewis County and another in Clark County.
- North Central Washington/King Municipals – includes King, Chelan, Okanogan, Douglas and Kittitas counties with 473 users, 29 courts, 22 probation offices, and one hub in Chelan County and one in King County.
- South Central Washington/Pierce Municipals – includes Pierce, Yakima, and Klickitat counties with 349 users, 21 courts, four probation offices, and hubs in Pierce County and Yakima County.

We realize that some courts may have planned events (e.g. moving into a new building) that could affect their ability to implement during a specific event. A survey will be sent shortly to gather information from each court's administrator and probation office on any known conflicts within the next 18 months to five years.

In selecting the groups for the first and second implementation events, the Project Steering Committee considered the following:

- The Eastern Washington group covers a large amount of territory, covering a third of the state geographically. Court users from Eastern Washington could also lend assistance to those courts implemented later in North Central and South Central Washington courts.
- Implementing North Washington second means approximately half of all users will be on the CLJ Odyssey by the completion of Event 2.
- Selecting these two groups first also means active Project Steering Committee and CUWG members will be able to add their insights for the rest of the rollout and help communicate to their communities for the rest of the project.

The Project Steering Committee made decisions on implementation group based on the following criteria:

- Each group should contain approximately 400 users per event, to control scope. This includes district and municipal court users, as well as probation offices and traffic violations bureaus.
- To allow courts and probation offices to help each other, they grouped courts and probation offices that are similar in size and structure, and also geographically close together.
- To make it easier for neighboring courts to interact, they plan to implement all courts and probation offices within a given county.
- To make it easier for the project team to help courts, they considered ease of travel between courts/probation office locations. The groupings also allow for the creation of project team hubs in two strategic locations for each implementation, so team members are no more than a two-hour drive from locations that need further assistance.

For more information, please email [CLJCMSProject@courts.wa.gov](mailto:CLJCMSProject@courts.wa.gov) or visit the project's [website](#).

*Paulette N. Revoir*  
Court Administrator  
Lynnwood Municipal Court  
T: 425-670-5102



# DISTRICT AND MUNICIPAL COURT JUDGES' ASSOCIATION SCHEDULE OF BOARD MEETINGS

## 2020-2021

DATE	TIME	MEETING LOCATION
<b>Friday, July 10, 2020</b>	12:30 – 3:30 p.m.	ZOOM Video Conference
<b>Friday, Aug. 14, 2020</b>	12:30 – 3:30 p.m.	ZOOM Video Conference
<b>Sunday, Sept. 13, 2020</b> <b>Friday, Sept. 11, 2020</b>	9:00 a.m. – 12:00 p.m. 12:30 – 3:30 p.m.	2020 Annual Judicial Conference, Spokane, WA ZOOM Video Conference
<b>Friday, Oct. 9, 2020</b>	12:30 – 3:30 p.m.	<del>AOC SeaTac Office Center</del> ZOOM Video Conference
<b>Friday, Nov. 13, 2020</b>	12:30 – 3:30 p.m.	<del>AOC SeaTac Office Center</del> ZOOM Video Conference
<b>Friday, Dec. 4, 2020</b>	12:30 – 3:30 p.m.	ZOOM Video Conference
<b>Friday, Jan. 8, 2021</b>	12:30 – 3:30 p.m.	<del>AOC SeaTac Office Center</del> ZOOM Video Conference
<b>Friday, Feb. 12, 2021</b>	12:30 – 3:30 p.m.	<del>AOC SeaTac Office Center</del> ZOOM Video Conference
<b>Friday, March 12, 2021</b>	12:30 – 3:30 p.m.	<del>AOC SeaTac Office Center</del> ZOOM Video Conference
<b>Friday, April 9, 2021</b>	12:30 – 3:30 p.m.	<del>AOC SeaTac Office Center</del> ZOOM Video Conference
<b>Friday, May 7, 2021 &amp; Saturday, May 8, 2021</b>	May 7: 12:00-5:00 p.m. May 8: 9:00-1:00 p.m.	2021 DMCJA Board Retreat, Location: TBD
<b>May/June 2021 – TBD</b>	9:00 a.m. – 12:00 p.m.	2021 DMCJA Spring Conference, Location: TBD

AOC Staff: Dory Nicpon

Updated: October 9, 2020



**DMCJA BOARD MEETING**  
**FRIDAY, OCTOBER 9, 2020**  
**12:30 PM – 3:30 PM**  
**ZOOM VIDEO CONFERENCE**

**PRESIDENT MICHELLE GEHLSSEN**

**SUPPLEMENTAL AGENDA**

**PAGE**

**Call to Order**

**General Business**

- |  |       |
|--|-------|
| A. Minutes for September 11, 2020                                    | 1-5   |
| B. Treasurer's Report  | 6-17  |
| C. Special Fund Report   | 14-15 |
| D. Standing Committee Reports  |       |
| 1. Rules Committee – No meetings or minutes to report                |       |
| 2. Diversity Committee – Judge Charles Short and Judge Karl Williams |       |
| E. Judicial Information System ("JIS") Report – Vicky Cullinane      |       |

**Liaison Reports**

- A. Administrative Office of the Courts (**AOC**) – Dawn Marie Rubio, State Court Administrator
- B. Board for Judicial Administration (**BJA**) – Judge Mary Logan, Judge Dan Johnson, Judge Tam Bui, and Judge Rebecca Robertson
- C. District and Municipal Court Management Association (**DMCMA**) – Patricia Kohler, President
- D. Misdemeanant Probation Association (**MPA**) – Stacie Scarpaci, Representative
- E. Superior Court Judges' Association (**SCJA**) – Judge David Estudillo, President-Elect
- F. Washington State Association for Justice (**WSAJ**) – Sean Bennet Malcolm, Esq.
- G. Washington State Bar Association (**WSBA**) – Kim E. Hunter, Esq.

## Discussion

A. Rules Amendment Request from DMCJA regarding CrRLJ 3.2.1 (Procedure Following Warrantless Arrest – Preliminary Hearing)	
1. DMCJA requested change	18-23
2. Letter received from Supreme Court Rules Committee Chair, Justice Charles Johnston	24
B. Rules Amendment Request from DMCJA regarding GR 31 (Access to Court Records – Therapeutic Court Records)	
1. DMCJA requested change	25
2. Email conveying county clerks’ concerns	26
C. Rules Amendment Proposal (Email) from SCJA regarding GR 26 (Mandatory Continuing Judicial Education – Adding an Annual Diversity, Equity and Inclusion Requirement)	27
D. Whether to assess Dues for 2020-2021 in light of cancellation of 2020 DMCJA Spring Conference because of the Coronavirus (COVID-19) public health emergency	
1. DMCJA Education Committee Considerations – Judge Charles Short	
2. Dues Considerations – Christina Huwe, Bookkeeper	28
3. 2020 DMCJA Dues Notice	29
4. DMCJA Profit and Loss Statement (2016-2020)	30-31
5. 2017 DMCJA Dues Notice re 33% Increase	32
E. DMCJA 2021 Legislative Priorities: Recommendations to the Board – Judge Kevin Ringus	33-47
F. Advisory Notice by WSBA Council on Public Defense: Implementation of the Standards for Indigent Defense During the Coronavirus Emergency	48-54
<b>G. Board D&amp;O Insurance Status Update – Judge Jeffrey Smith</b>	
<b>1. Quote Letter</b>	<b>X1-X5</b>
<b>2. Information for Policy Holders</b>	<b>X6-X11</b>
<b>3. Specimen Endorsements</b>	<b>X12-X82</b>
H. DMCJA Bylaws Committee Report – Judge Mindy Walker and J Benway reporting on advisable pandemic-related amendments	55-73
I. <i>Ladenburg v. Henke</i> : Whether to submit an Amicus Brief	
1. Petition	74-92
2. DMCJA Amicus Policy	93-94

<p><b>Information</b></p> <p><b>A. The DMCJA President has appointed the DMCJA Nominating Committee. See Nominating Committee Roster [DMCJA Bylaws, Art. IX, Sec. 2(a) (2).]</b></p> <p>B. Comment Letter in Support of Proposed Amendment(s) to JISC Rule (JISCR) 13, Local Court Systems</p> <p>C. Coronavirus Aid, Relief, and Economic Security Act (CARES) Funding – <a href="#">Application</a> for Reimbursement</p> <p>D. Resource Library published at pages 29-35 (with hyperlinks) in the Special Pandemic Edition of Full Court Press for resources related to: court operations; general coronavirus information; virtual courtrooms; jury trials; workplace considerations; access to courts/justice; pages of interest; family and specialty courts and dockets; staff and self care; messaging/communications; resources for the public; and “We MacGyvered It” (Friday Forum Webinars)</p> <p>E. New Resources on Court Interpreting from the Interpreter Commission</p> <p>F. CLJCMS Project Update from Project Steering Committee</p> <p>G. Updating future Meeting Schedule to reflect meeting via Zoom through the current term</p>	<p><b>X83</b></p> <p>96-97</p> <p>98-101</p> <p>102-108</p> <p>109-115</p> <p>116-119</p> <p>120</p>
<p><b>Other Business</b></p> <p>A. The next DMCJA Board Meeting is scheduled for Friday, November 13, 2020, from 12:30 p.m. to 3:30 p.m., via Zoom video conference.</p>	
<p><b>Adjourn</b></p>	





Wrap+®

Jacquie D Harris

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Email: JDHARRI2@travelers.com

October 7, 2020

TIFFANI LANE  
PROPEL INSURANCE-TAC  
P O BOX 2940  
TACOMA, WA 98402

**RE: Insured Name:** WASHINGTON STATE DISTRICT AND MUNICIPAL COURT JUDGES ASSOCIATION  
1112 QUINCE ST SE BLDG 1  
PO BOX 41170  
OLYMPIA, WA 98501-2462

**Expiring Policy Number:** N/A

**Policy Period:** October 31, 2020 to October 31, 2021

Dear TIFFANI LANE:

On behalf of **Travelers Casualty and Surety Company of America** we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid for 30 days, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Travelers is pleased to offer Risk Management PLUS+ Online®, the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit [www.rmplusonline.com](http://www.rmplusonline.com) to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++\*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

Sincerely,

**Jacquie D Harris**

Travelers Bond & Specialty Insurance

\*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit [www.travelers.com](http://www.travelers.com). Ratings listed herein are as of October 2019, are used with permission, and are subject to changes by the rating services. For the latest rating, access [www.ambest.com](http://www.ambest.com).

**Travelers Casualty and Surety Company of America**  
**QUOTE OPTION #1**

**LIABILITY COVERAGES:**

Coverage	Limit	Additional Defense Limit	Retention	Continuity Date	Prior & Pending Proceeding Date
<b>Non-Profit D&amp;O</b>	\$1,000,000	N/A	\$0 (A) \$0 (B) \$0 (C)	Inception	Inception
<b>EPL</b>	\$1,000,000	N/A	\$0 (A)	Inception	Inception
<b>EPL - Third Party Claim Coverage (Part of EPL Limit)</b>	\$1,000,000	N/A	\$0 (B)	Inception	Inception

**TOTAL ANNUAL PREMIUM - \$1,303.00**

(Other term options listed below, if available)

**COVERAGE DETAILS:**

Supplemental Personal Indemnification Coverage: \$500,000

for all Non-Profit Organization Directors and Officers Liability **Claims**

**LIMIT DETAIL:**

Shared Additional Defense Limit of Liability: N/A

**LIABILITY COVERAGE SHARED LIMIT OF LIABILITY FOR LIABILITY COVERAGES** (subject to LIA-3001):

\$1,000,000 for all **Claims** under the following **Liability Coverages** that are (subject to the Terms & Conditions in LIA-3001)

Non-Profit Organization Directors and Officers Liability  
Employment Practices Liability

If any of the **Liability Coverages** (subject to LIA-3001) selected within the **Liability Coverage Shared Limit of Liability** section are also listed within the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages** section, then the **Liability Coverage Shared Limit of Liability** is part of, and not in addition to, the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**.

**SHARED LIMIT OF LIABILITY/LIMIT OF INSURANCE FOR SCHEDULED COVERAGES:**

N/A for all **Claims** and limits of insurance under the following **Scheduled Coverages**:

N/A

The Company's maximum liability for the **Policy Period** for all **Claims** and limits of insurance under the **Scheduled Coverages** listed within the **Shared Limit of Liability/Limit of Insurance Scheduled Coverages** section, will not exceed the amount of the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**. Any Additional Defense Limit of Liability, Supplemental Personal Indemnification Limit of Liability, or Identity Fraud Expense Reimbursement Limit of Insurance is in addition to, and not part of, the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**.

**EXTENDED REPORTING PERIOD AND RUN-OFF:**

Extended Reporting Period for Liability Coverages:

Additional Premium Percentage: 75%  
Additional Months: 12

Run-Off Extended Reporting Period for Liability Coverages:

Additional Premium Percentage: N/A

Additional Months: N/A

**CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:**

Duty to Defend

**ANNUAL REINSTATEMENT:**

Liability Coverage Limit of Liability: Applicable

**PREMIUM DETAIL:**

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$1,303.00	\$0.00	\$0.00	\$1,303.00	\$1,303.00
3 Year	Prepaid	\$3,715.00	\$0.00	\$0.00	\$3,715.00	\$3,715.00
3 Year	Installment	\$1,303.00	\$0.00	\$0.00	\$1,303.00	\$3,909.00

**POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:**

ACF-2001-0119 Modular Declarations Page  
EPL-3001-0109 Employment Practices Liability Policy  
NDO-3001-0109 Non Profit Organization Directors and Officers Liability Policy

**ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:**

ACF-7006-0511 Removal of Short-Rate Cancellation Endorsement  
ACF-7007-0811 Cross-Coverage Notice Endorsement  
AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement  
AFE-19030-0719 Federal Terrorism Risk Insurance Act Disclosure Endorsement  
EPL-19020-0712 Employment-Related Disparagement and False Imprisonment Endorsement  
EPL-19050-0316 Workplace Violence Expenses Endorsement  
EPL-19057-0517 Amend Wrongful Employment Practice Definition Endorsement  
EPL-19058-0517 Amend Wrongful Act Definition Endorsement  
EPL-19059-0517 Amend Definition Of Employee Endorsement  
EPL-19060-0517 Amend Definition Of Workplace Harassment Endorsement  
EPL-19063-0319 Immigration Claims Endorsement  
EPL-7059-0109 Wage and Hour Law Endorsement  
EPL-7110-0109 Outside Entity To Include Any Non-Profit Entity Endorsement  
LIA-19097-0315 Global Coverage Compliance Endorsement  
LIA-19137-0517 Automatic Coverage for All Formed Subsidiaries and Acquired Subsidiaries with Assets not Exceeding 35% Endorsement  
  
LIA-3001-0109 Liability Coverage Terms and Conditions  
LIA-4030-0912 Washington Changes Endorsement  
LIA-5045-1107 Washington Cancellation and Nonrenewal Endorsement  
LIA-7021-0109 Scheduled Broad Professional Services Exclusion Endorsement  
    *D&O NP Included (Y/N)* Y  
LIA-7059-DOL-0110 Reduced Limits and Separate Retention for Antitrust Claims Endorsement  
    *Antitrust Limit - all* \$250,000  
    *Antitrust Limit - each claim* \$250,000  
    *Antitrust Claims Retention - A* \$0  
    *Antitrust Claims Retention - B* \$5,000  
    *Antitrust Claims Retention - C* \$5,000  
LIA-7097-0109 Amend Number of Days for Electing Extended Reporting Period Endorsement  
    *Number of Days* 90  
LIA-7115-0911 Amend Definition of Subsidiary Endorsement  
LIA-7347-DOL-0110 Defense Expenses in Addition to the Limit Endorsement

NDO-19001-0512	Amend Definition of Outside Entity Endorsement
NDO-19005-0216	Extradition Coverage Endorsement
NDO-19006-1112	Bankruptcy And Whistleblower Carvebacks Endorsement
NDO-19009-0713	Amend Section III. Exclusions B. 1. Final Non-Appealable in Any Proceeding Other Than A Proceeding Initiated By The Company
NDO-19016-0517	Amend Definition of Insured Person to Include Advisory Board Members Endorsement
NDO-19017-0517	Amend Loss Definition To Include Coverage Carvebacks For Liquidated Damages Under The Family Medical Leave Act And Civil Penalties Under The Foreign Corrupt Practices Act Endorsement
NDO-7010-0109	Addition of Discrimination Exclusion Endorsement
NDO-7017-DOL-0110	Crisis Management Coverage Endorsement
	<i>Contribution Revocation Threshold</i> \$500,000
	<i>Crisis Management Limit - all claims</i> \$25,000
	<i>Crisis Management Limit - each claim</i> \$25,000
NDO-7019-0109	Supplemental Personal Indemnification Coverage Endorsement
NDO-7023-0109	Addition of Peer Review Act, Certification, or Accreditation Exclusion Endorsement

**CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:**

*This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.*

- 1 Warranty question #2 on page 4 of the application answered

**COMMISSION:** 15.00%

**QUOTE NOTES:**

**NOTICES:**

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

**Important Notice Regarding Compensation Disclosure**

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: [http://www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html)

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, One Tower Square, Hartford, CT 06183.

**FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE**

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

- 85% with respect to such Insured Losses occurring in calendar year 2015.
- 84% with respect to such Insured Losses occurring in calendar year 2016.
- 83% with respect to such Insured Losses occurring in calendar year 2017.
- 82% with respect to such Insured Losses occurring in calendar year 2018.

- 81% with respect to such Insured Losses occurring in calendar year 2019.
- 80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for the terrorism coverage required by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

**Coverage Disclaimer:**

**THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.**

**THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.**

**Affiliate (non-Subsidiary) Coverage Disclaimer:**

Regardless of the submission of information or typical availability of coverage for any entity that is not a Subsidiary of the Named Insured, **such entity is not covered by the Policy unless an endorsement is provided that specifically schedules it.** Under the Wrap+® policy, coverage is generally afforded to the following entities (unless otherwise excluded): (1) the Named Insured and (2) its majority-owned Subsidiaries. A Subsidiary is defined in each coverage part of the Wrap+® policy and the definition can vary between coverage parts. An affiliate is not defined but generally has some ownership and/or management in common with the Named Insured or its Subsidiaries (but itself is not a Subsidiary of either one). Affiliate coverage will not be considered on a blanket basis nor will an individual entity be scheduled without proper underwriting information (please contact your underwriter to discuss specific requirements). For an actual description of coverages, terms and conditions, refer to the Policy. Sample policies can be found on the [travelers.com](http://travelers.com) website or contact your underwriter.



INFORMATION FOR OUR POLICY HOLDERS

*Find your momentum*

## DISCLOSURE

We have prepared this schedule of insurance as a brief review of your coverage and limits applicable. It should not be regarded as an insurance policy, nor does it change or modify any provision of the policy contract.

This summary is provided for purposes of general information only based on the values, limits and exposures provided by you. If these are inaccurate and need adjustment please let us know immediately so we may avoid any problems with coverage or audits.

The Limit of Liability provided is an aggregate limit and could be exhausted in the event of a large claim or a series of lesser claims. The costs for each claim made will reduce the Limit of Liability of this policy. Higher limits of liability are available upon request.

If property coverage is provided, limits are based on the values provided by you; however we would be happy to assist you in this determination. You, the insured, are ultimately responsible for the values insured.

Our review of any contract you supply is not a legal review. We may review contracts to provide advice as it applies to insurance and surety requirements. Nothing in the review should be construed as promising insurance coverage for any specific claims or circumstances. Construction contracts in particular may have broadly stated indemnification and hold harmless clauses that may not be insured. Contracts should be reviewed and modified by competent legal counsel to reflect variations in local law and the specific circumstances of your contract.

## CLAIMS HANDLING CAPABILITIES

At Propel Insurance, our claim professionals become involved as soon as they are notified of a claim to ensure that you receive quality service. Our clients receive custom services to include claim advocacy, loss and reserve analysis, coverage reviews, and litigation management. Our team will follow your claim throughout the process and work as your advocate with the insurance carrier to ensure coverage issues are resolved, your claim is thoroughly investigated, and that you receive superb claims handling. Our goal is to help make sure the claims process goes as smooth as possible.

In the event of a claim emergency we have established contacts with our carriers to escalate your claims and call in experts when necessary. In addition, we offer after-hours claim assistance for catastrophic claims. If you have a catastrophic loss in the evenings, on a weekend, or a holiday, a claim professional is available to assist you.

## TO REPORT A CLAIM

It is essential that you contact our office in a timely fashion any time you become aware of an incident which may result in a claim. Failure to do so could impede **the carrier's** ability to provide coverage. While this is true of all types of incidents, it is especially true of policies that are written on a Claims Made Basis. Each policy contains explicit wording requiring notice as soon as practicable of an occurrence or offense which may result in a claim.

Please contact our claims department directly if you have any questions.

Propel Claims Department Phone: 800-499-0933

Propel Claims Department Fax: 866-577-1326



## GUIDE TO AM BEST RATING

AM Best **Financial Strength Rating** is an independent opinion of an insurer’s financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative **evaluation of a company’s balance sheet strength, operating performance and business profile.**

The rating process incorporates specific methodologies designed to address the Property/Casualty (Non-Life) and Life/Health/HMO industry segments, as well as Non-U.S. insurance companies. AM Best ratings are based on analysis which gives consideration to a number of factors of varying importance. While the analysis is believed to be reliable, we cannot guarantee the accuracy of the rating or the financial stability of the insurance company.

Secure Ratings		Vulnerable Ratings	
A++, A+	Superior	B, B-	Fair
A, A-	Excellent	C++, C+	Marginal
B++, B+	Good	C, C-	Weak
		D	Poor

Class Adjusted Policyholder’s Surplus (PHS) \$Millions					
I	Less than \$1,000,000	VI	25 to 50	XI	750 to 1,000
II	1 to 2	VII	50 to 100	XII	1,000 to 1,250
III	2 to 5	VIII	100 to 250	XIII	1,250 to 1,500
IV	5 to 10	IX	250 to 500	XIV	1,500 to 2,000
V	10 to 25	X	500 to 750	XV	2,000 or greater

## WHEN TO NOTIFY PROPEL INSURANCE

It is important that you notify Propel Insurance of any changes in your operations which may have a bearing on your insurance program. Your insurers evaluated and accepted the risks on the basis of the information given. Any variation of these details could lead to complication in the event of a loss.

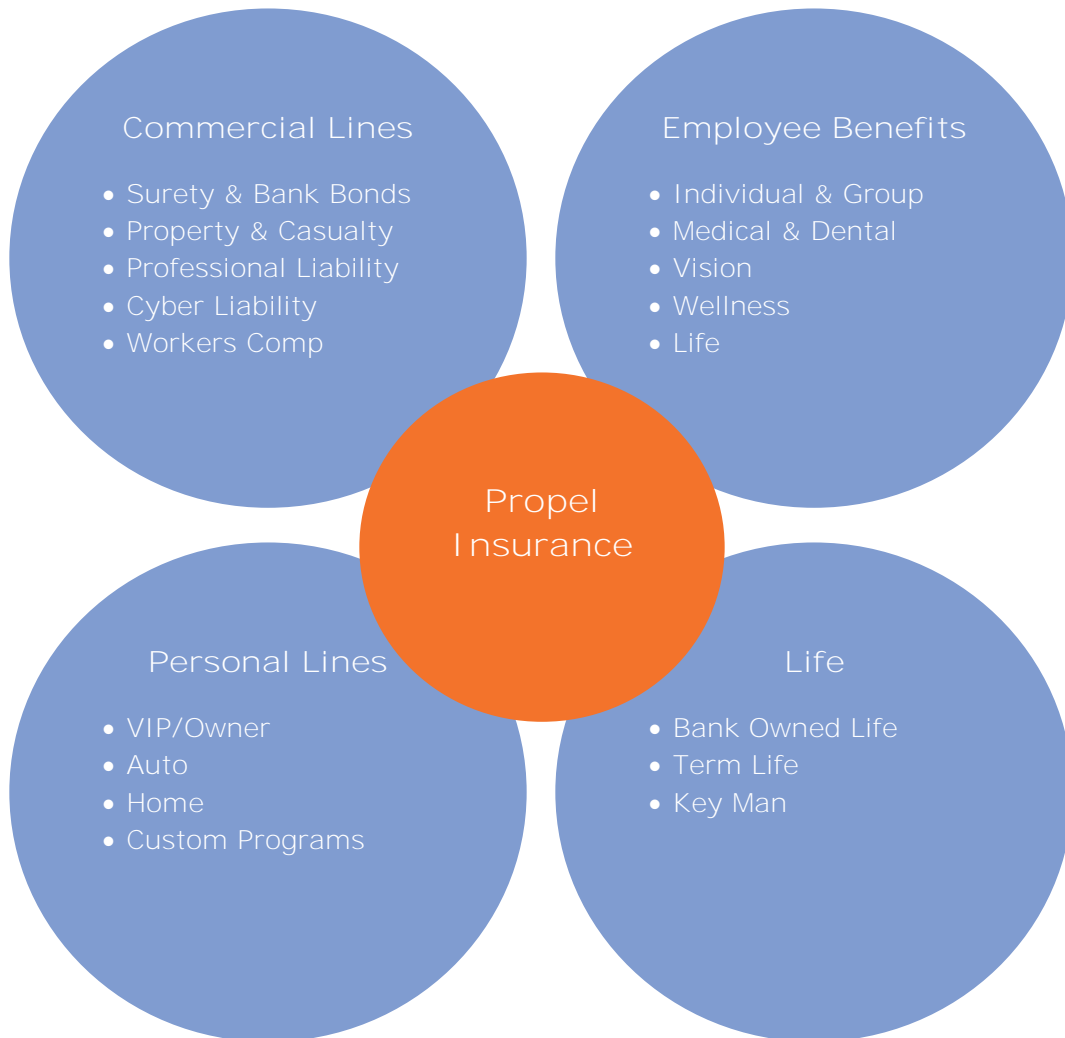
These changes may include, but are not limited to:

- Changes of personnel affecting the responsibility for insurance decisions.
- Personnel traveling overseas/on temporary assignment overseas/working on military bases.
- Acquisition or creation of new companies or subsidiaries and/or mergers in which you are involved or any legal change in the corporate structure.
- Purchase, construction or occupancy of new premises; alteration, vacating the premises or temporary unoccupancy; extension or demolition of existing premises. This applies for both domestic and foreign locations.
- Increase in values of building or business personal property for both scheduled and unnamed locations.
- Removal of business personal property or stock to new or temporary locations.
- Addition of new locations, equipment or vehicles, whether hired, leased or borrowed.
- Changes in processes, occupancy, products or business operations.
- Addition, alteration or temporary disconnection of fire or burglary protection systems.
- Use of owned or non-owned aircraft or watercraft.
- Major changes in value or nature of goods being shipped.
- Employment of personnel in states in which you were previously not doing business.
- Election or appointment of a new C.E.O. or C.O.O., or change in control of either the Board of Directors or the stock ownership of the company.
- Changes in ERISA Plan Assets.
- Addition of new drivers for the company.
- Purchase and/or use of Unmanned Aircraft otherwise known as DRONE.

## A BRIEF HISTORY OF PROPEL INSURANCE

Propel Insurance is a privately held corporation founded in 1923. We provide a wide range of insurance products and services. We specialize in industry specific programs including: construction, banking, real estate, wood products, sports and recreation, manufacturing, environmental, education, senior living and transportation. Each of these specialty programs employs insurance professionals specifically trained in risk management and insurance for their particular industry group.

Propel Insurance is one of the largest privately held insurance brokers in the Northwest and is one of the top 50 insurance brokers by size in the United States. We have offices in Medford, Longview, Portland, Salem, Seattle, and Tacoma.



### **Employment Practices Liability Hotline**

As part of the services provided through Risk Management PLUS+ Online ®, Travelers Bond & Specialty Insurance is pleased to provide its Employment Practices Liability policyholders with unlimited access to a toll-free hotline designed to provide quick, practical guidance on day-to-day workplace issues.

To utilize the hotline, call **1-866-EPL-TRAV (1-866-375-8728)**.

Through this hotline, policyholders are eligible to receive free general guidance from the national employment law firm of Jackson Lewis, LLP. The hotline is available toll-free from anywhere in the United States.

We have developed this program in conjunction with Jackson Lewis LLP, one of the largest law firms in the country, exclusively dedicated to representing management on workplace issues. With more than 650 attorneys, in 46 offices countrywide, the firm has both a recognized expertise in workplace-related issues and a sensitivity to regional business environments.

From reviewing the proper steps for a sexual harassment investigation to discussing general factors to consider before you make day-to-day employment decisions, the firm's attorneys are available to assist policyholders in managing their workplace risk and minimizing employment related claims. As part of this program, policyholders are also eligible to receive a 10 percent discount on Jackson Lewis' regular fees for matters beyond the scope of the hotline, such as those dealing with specific employees or areas not within the scope of their policy. Similarly, the hotline cannot be used to report a claim regardless of any disclosure made to Jackson Lewis.

We encourage policyholders to take advantage of this no-cost hotline. For more information about the hotline, go to [www.rmplusonline.com/EPLhotline](http://www.rmplusonline.com/EPLhotline).

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183



October 7, 2020

WASHINGTON STATE DISTRICT AND MUNICIPAL COURT JUDGES ASSOCIATION  
1112 QUINCE ST SE BLDG 1  
PO BOX 41170  
OLYMPIA, WA 98501-2462

Re: Important Information about Claims Information Line

Dear **WASHINGTON STATE DISTRICT AND MUNICIPAL COURT JUDGES ASSOCIATION**

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

Best regards,  
**Jacque D Harris**



One Tower Square  
Hartford, CT 06183

10/7/2020

WASHINGTON STATE DISTRICT AND MUNICIPAL COURT JUDGES ASSOCIATION

1112 QUINCE ST SE BLDG 1  
PO BOX 41170  
OLYMPIA, WA 98501-2462

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance ([www.rmplusonline.com](http://www.rmplusonline.com))

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- Thousands of articles on a variety of risk management topics
- Topical webinars and podcasts on current issues
- Checklists to assist in managing risk
- Web based training
- Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

*Registration for Site Administrators:*

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to [www.rmplusonline.com](http://www.rmplusonline.com).
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP120000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

*Learning to Navigate the Site:*

1. Go to [www.rmplusonline.com](http://www.rmplusonline.com). On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

## Independent Agent And Broker Compensation Notice

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For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: [www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html).

Or write or call:

**Travelers, Agency Compensation**  
**One Tower Square**  
**Hartford, Connecticut 06183**  
**(866) 904.8348**

**CROSS-COVERAGE NOTICE ENDORSEMENT**

This endorsement changes the following:

**Non-Profit Organization Directors and Officers Liability, Employment Practices Liability**

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**It is agreed that:**

Notice provided to the Company of any:

1. **Claim, Potential Claim, Settlement Program Notice**, or circumstances which may give rise to a **Claim** under any Management Coverage or **Liability Coverage**; or
2. loss or situation that may result in loss, **Insured Event**, or **Identity Fraud** under any Crime Coverage or Other Coverage;

shall be deemed to have been provided under the Policy in its entirety.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

ACF-7007 Ed. 08-11

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **REMOVAL OF SHORT-RATE CANCELLATION ENDORSEMENT**

This endorsement changes the following:

**Non-Profit Organization Directors and Officers Liability, Employment Practices Liability**

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**It is agreed that:**

In any cancellation, termination or non-renewal provision, any reference to computing a premium on a short rate basis is replaced with a reference to computing such premium on a pro-rata basis.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

ACF-7006 Ed. 05-11

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**SPECIMEN - QUOTE 1**

**Page 6 of 71**

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

## Cap On Losses From Certified Acts Of Terrorism Endorsement

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The following is added to this Policy. This provision can limit coverage for any loss arising out of a *Certified Act Of Terrorism* if such loss is otherwise covered by this Policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of *Certified Acts Of Terrorism* in another endorsement to this policy.

If aggregate insured losses attributable to *Certified Acts Of Terrorism* exceed \$100 billion in a calendar year and the Insurer has met its insurer deductible under *TRIA*, the Insurer will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

*Certified Act Of Terrorism* means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of *TRIA*, to be an act of terrorism pursuant to *TRIA*. The criteria contained in *TRIA* for a *Certified Act Of Terrorism* include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to *TRIA*; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

*TRIA* means the federal Terrorism Risk Insurance Act of 2002 as amended.

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

## Federal Terrorism Risk Insurance Act Disclosure Endorsement

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The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

- 85% with respect to such Insured Losses occurring in calendar year 2015.
- 84% with respect to such Insured Losses occurring in calendar year 2016.
- 83% with respect to such Insured Losses occurring in calendar year 2017.
- 82% with respect to such Insured Losses occurring in calendar year 2018.
- 81% with respect to such Insured Losses occurring in calendar year 2019.
- 80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for the terrorism coverage required by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

**THIS IS A CLAIMS-MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE COVERAGE LIMITS.  
PLEASE READ THE POLICY CAREFULLY.**

**CONSIDERATION CLAUSE**

IN CONSIDERATION of the payment of the premium, in reliance on the statements in the **Application**, subject to the Declarations, and pursuant to all the terms, conditions, exclusions and limitations of this **Policy**, the Company and the Insureds agree as follows:

**I. GENERAL**

These **Liability Coverage** Terms and Conditions apply to all **Liability Coverages**. Unless otherwise stated to the contrary, the terms and conditions of each **Liability Coverage** apply only to that particular **Liability Coverage**. If any provision in these Liability Coverage Terms and Conditions is inconsistent or in conflict with the terms and conditions of any particular **Liability Coverage**, such **Liability Coverage's** terms, conditions, and limitations will control for purposes of that **Liability Coverage**.

**II. DEFINITIONS**

Wherever appearing in this **Liability Policy**, the following words and phrases appearing in bold type will have the meanings set forth in this Section II. DEFINITIONS:

- A. *Additional Defense Limit of Liability*** means the amount set forth in ITEM 5 of the Declarations for each applicable **Liability Coverage**. If “*Not Applicable*” is shown as the amount of any **Liability Coverage's Additional Defense Limit of Liability**, then any reference to the **Additional Defense Limit of Liability** will be deemed to be deleted from such **Liability Coverage**.
- B. *Annual Reinstatement of the Liability Coverage Limit of Liability*** means, if included in ITEM 10 of the Declarations, the reinstatement of each applicable **Liability Coverage Limit of Liability** or, if applicable, the **Liability Coverage Shared Limit of Liability** for each applicable **Liability Coverage** for each **Policy Year** during the **Policy Period**.
- C. *Application*** means the application deemed to be attached to and forming a part of this **Liability Policy**, including any materials submitted and statements made in connection with that application. If the **Application** uses terms or phrases that differ from the terms defined in this **Liability Policy**, no inconsistency between any term or phrase used in the **Application** and any term defined in this **Liability Policy** will waive or change any of the terms, conditions and limitations of this **Liability Policy**.
- D. *Change of Control*** means:
  - 1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
  - 2. the obtaining by any person, entity or affiliated group of persons or entities the right to elect, appoint or designate more than fifty percent (50%) of the board of directors, board of trustees, board of managers, or functional equivalent thereof or to exercise a majority control of the board of directors, board of trustees, board of managers, or a functional equivalent thereof of the **Named Insured**.
- E. *Claim*** has the meaning set forth in the applicable **Liability Coverage**.

- F. **Defense Expenses** means reasonable and necessary legal fees and expenses incurred by the Company or the **Insured**, with the Company's consent, in the investigation, defense, settlement and appeal of a **Claim**, including but not limited to, cost of expert consultants and witnesses, premiums for appeal, injunction, attachment or supersedeas bonds (without the obligation to furnish such bonds) regarding such **Claim**; provided, that **Defense Expenses** will not include the salaries, wages, benefits or overhead of, or paid to, any **Insured** or any employee of such **Insured**.
- G. **Executive Officer** has the meaning set forth in the applicable **Liability Coverage**.
- H. **Financial Insolvency** means, with respect to the **Insured Organization** or any **Outside Entity**, the appointment of a receiver, conservator, liquidator, trustee, or similar official; or the inability of the **Insured Organization** or **Outside Entity** financially to indemnify the **Insured Persons**.
- I. **Foreign Parent Corporation** means any entity incorporated outside the United States, which owns more than fifty percent (50%) of the outstanding securities or voting rights representing the right to vote for the election of, or to appoint the **Named Insured's** board of directors, board of trustees or board of managers, or to exercise a majority control of the board of directors, board of trustees or board of managers of the **Named Insured**.
- J. **Insured** has the meaning set forth in the applicable **Liability Coverage**.
- K. **Insured Organization** has the meaning set forth in the applicable **Liability Coverage**.
- L. **Insured Person** has the meaning set forth in the applicable **Liability Coverage**.
- M. **Liability Coverage** means, individually or collectively, the **Liability Coverages** that have been purchased, as indicated in ITEM 4 of the Declarations.
- N. **Liability Coverage Limit of Liability** means the amount set forth in ITEM 5 of the Declarations for each applicable **Liability Coverage**.
- O. **Liability Coverage Shared Limit of Liability** means the amount set forth in ITEM 12 of the Declarations. If "Not Applicable" is shown in ITEM 12 of the Declarations or ITEM 4 of the Declarations indicates that only one **Liability Coverage** is included in this **Liability Policy**, any reference to either the **Liability Coverage Shared Limit of Liability** or ITEM 12 of the Declarations will be deemed to be deleted from this **Liability Policy**.
- P. **Liability Policy** means, collectively, the Declarations, the **Application**, the Liability Coverage Terms and Conditions, each purchased **Liability Coverage**, and any endorsements attached thereto.
- Q. **LLC Manager** means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of an **Insured Organization** that is a limited liability company.
- R. **Loss** has the meaning set forth in the applicable **Liability Coverage**.
- S. **Named Insured** means any entity named in ITEM 1 of the Declarations.
- T. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Liability Policy**.
- U. **Policy Year** means:
1. the period of one year following the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof;
  2. the time between the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof and the effective date of cancellation or termination of this **Liability Policy** if such time period is less than one year;

3. with respect to a **Liability Coverage** added to this **Liability Policy** after the Inception Date set forth in ITEM 2, the time between the inception date of such **Liability Coverage** and any anniversary of this **Liability Policy** if the time between the inception date of such **Liability Coverage** and any anniversary of this **Liability Policy** is less than one year; and
  4. with respect to a **Liability Coverage** added to this **Liability Policy** after the Inception Date set forth in ITEM 2, the time between the inception date of such **Liability Coverage** and the effective date or cancellation or termination of this **Liability Policy**, if such time is less than one year.
- V. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- W. **Potential Claim** means any **Wrongful Act** that may subsequently give rise to a **Claim**.
- X. **Related Wrongful Act** means all **Wrongful Acts** that have as a common nexus, or are causally connected by reason of, any fact, circumstance, situation, event or decision.
- Y. **Subsidiary** has the meaning set forth in the applicable **Liability Coverage**.
- Z. **Wage and Hour Law** means any federal, state, or local law or regulation governing or related to the payment of wages including the payment of overtime, on-call time, minimum wages, meals, rest breaks or the classification of employees for the purpose of determining employees' eligibility for compensation under such law(s).
- AA. **Wrongful Act** has the meaning set forth in the applicable **Liability Coverage**.

### III. **CONDITIONS**

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#### A. **TERRITORY**

This **Liability Policy** applies to **Claims** made or **Wrongful Acts** occurring anywhere in the world.

#### B. **RETENTION**

The **Insured** shall bear uninsured at its own risk the amount of any applicable Retention, which amount must be paid in satisfaction of **Loss**.

If any **Claim** gives rise to coverage under a single **Liability Coverage**, the Company has no obligation to pay **Loss**, including **Defense Expenses**, until the applicable Retention amount set forth in ITEM 5 of the Declarations has been paid by the **Insured**.

If any **Claim** is subject to different Retentions under a single **Liability Coverage**, the applicable Retentions will be applied separately to each part of such **Claim**, but the sum of such Retentions will not exceed the largest applicable Retention under such **Liability Coverage**.

If any **Claim** gives rise to coverage under two or more **Liability Coverages**, the Company shall have no obligation to pay **Loss**, including **Defense Expenses**, until the largest Retention that is applicable to such **Claim** under such **Liability Coverages** has been paid by the **Insured**.

No Retention will apply to an **Insured Person** if indemnification by the **Insured Organization** is not permitted by law or if the **Insured Organization** is unable to make such indemnification solely by reason of its **Financial Insolvency**. The **Insured Organization** will be conclusively deemed to have indemnified all **Insured Persons** to the extent that the **Insured Organization** is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the **Insured Organization**.

The Company, at its sole discretion, may pay all or part of the Retention amount on behalf of any **Insured**, and in such event, the **Insureds** agree to repay the Company any amounts so paid.

## C. LIMITS OF LIABILITY

### 1. Liability Coverage Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, and further subject to any applicable **Liability Coverage Shared Limit of Liability** or **Annual Reinstatement of the Liability Coverage Limit of Liability**:

- a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under each applicable **Liability Coverage** will not exceed the remaining **Liability Coverage Limit of Liability** stated in ITEM 5 of the **Declarations** for each applicable **Liability Coverage**; and
- b. in the event that a **Claim** triggers more than one **Liability Coverage**, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for any such **Claim** will not exceed the sum of the remaining **Liability Coverage Limits of Liability** of the applicable **Liability Coverages**.

### 2. Liability Coverage Shared Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established; and further subject to any applicable **Annual Reinstatement of the Liability Coverage Limit of Liability**, if ITEM 4 of the **Declarations** indicates that more than one **Liability Coverage** has been purchased and a **Liability Coverage Shared Limit of Liability** is shown in ITEM 12 of the **Declarations**:

- a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, will not exceed the remaining **Liability Coverage Shared Limit of Liability**; and
- b. if the **Liability Coverage Shared Limit of Liability** is exhausted by the payment of amounts covered under any **Liability Coverage** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, the premium for all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, will be fully earned, all obligations of the Company under all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**, will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under any **Liability Coverage** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the **Declarations**.

### 3. Annual Reinstatement of the Liability Coverage Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 10 of the **Declarations** includes an **Annual Reinstatement of the Liability Coverage Limit of Liability**:

- a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** made during each **Policy Year** will not exceed the remaining **Liability Coverage Limit of Liability** stated in ITEM 5 of the **Declarations** for each applicable **Liability Coverage** or, if applicable, the remaining **Liability Coverage Shared Limit of Liability**; and
- b. with regard to the Extended Reporting Period or the Run-Off Extended Reporting Period, if applicable, the Company's maximum limit of liability for all **Claims** made during the Extended Reporting Period or the Run-Off Extended Reporting Period will not exceed the remaining **Liability Coverage Limit of Liability** or, if applicable, the **Liability Coverage Shared Limit of Liability** for the last **Policy Year** in effect at the time of the termination or cancellation of the **Liability Coverage** or the **Change of Control**.

4. Other Provisions

Payment of **Defense Expenses** will reduce and may exhaust all applicable limits of liability. In the event the amount of **Loss** exceeds the portion of the applicable limit of liability remaining after prior payments of **Loss**, the Company's liability will not exceed the remaining amount of the applicable limit of liability. In no event will the Company be obligated to make any payment for **Loss**, including **Defense Expenses**, with regard to a **Claim** after the applicable limit of liability has been exhausted by payment or tender of payment of **Loss**.

If a **Liability Coverage Limit of Liability** is exhausted by the payment of amounts covered under such **Liability Coverage**, the premium for such **Liability Coverage** will be fully earned, all obligations of the Company under such **Liability Coverage** will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under such **Liability Coverage**.

**D. ADDITIONAL DEFENSE COVERAGE**

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 5 of the Declarations indicates that any **Liability Coverage** includes Additional Defense Coverage, **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of any **Claim** made during the **Policy Period** under any such **Liability Coverage** will apply first to and reduce the **Additional Defense Limit of Liability**. The **Additional Defense Limit of Liability** will be in addition to, and not part of, such **Liability Coverage's** applicable **Liability Coverage Limit of Liability** or **Liability Coverage Shared Limit of Liability**, if applicable. The **Additional Defense Limit of Liability** is applicable to **Defense Expenses** only. If the **Annual Reinstatement of the Liability Coverage Limit of Liability** is applicable, the **Additional Defense Limit of Liability** will be reinstated for each **Policy Year**.

Upon exhaustion of the Additional Defense Limit of Liability:

1. **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of a **Claim** are part of and not in addition to any applicable limit of liability; and
2. payment by the Company or the **Insured**, with the Company's consent, of **Defense Expenses** reduces any applicable limit of liability.

**E. CLAIM DEFENSE**

1. If Duty-to-Defend coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend any **Claim** covered by a **Liability Coverage**, even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**; provided, that the Company will not be obligated to defend or to continue to defend any **Claim** after the applicable limit of liability has been exhausted by payment of **Loss**.
2. If Reimbursement coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations:
  - a. the Company will have no duty to defend any **Claim** covered by a **Liability Coverage**. It will be the duty of the **Insured** to defend such **Claims**; and the Company will have the right to participate with the **Insured** in the investigation, defense and settlement, including the negotiation of a settlement of any **Claim** that appears reasonably likely to be covered in whole or in part by such **Liability Coverage** and the selection of appropriate defense counsel; and
  - b. upon written request, the Company will advance **Defense Expenses** with respect to such **Claim**. Such advanced payments by the Company will be repaid to the Company by the **Insureds** severally according to their respective interests in the event and to the extent that the **Insureds** are not entitled to payment of such **Defense Expenses** under such **Liability Coverage**. As a condition of any payment of **Defense Expenses** under this subsection, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of any **Defense Expenses** paid to or on behalf of any **Insured** if it is finally determined that any such **Claim** or portion of any **Claim** is not covered under such **Liability Coverage**.



3. The **Insured** agrees to cooperate with the Company and, upon the Company's request, assist in making settlements and in the defense of **Claims** and in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insured** because of an act or omission insured under such **Liability Coverage**, will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

#### F. **INSURED'S DUTIES IN THE EVENT OF A CLAIM**

The **Insured's** duty to report a **Claim** commences on the earliest date a written notice thereof is received by an **Executive Officer**. If an **Executive Officer** becomes aware that a **Claim** has been made against any **Insured**, the **Insured**, as a condition precedent to any rights under this **Liability Policy**, must give to the Company written notice of the particulars of such **Claim**, including all facts related to any alleged **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable. The **Insured** agrees to give the Company such information, assistance and cooperation as it may reasonably require.

All notices under this subsection must be sent by mail or prepaid express courier to the address set forth in ITEM 3 of the Declarations and will be effective upon receipt. The **Insured** agrees not to voluntarily settle any **Claim**, make any settlement offer, assume or admit any liability or, except at the **Insured's** own cost, voluntarily make any payment, pay or incur any **Defense Expenses**, or assume any obligation or incur any other expense, without the Company's prior written consent, such consent not to be unreasonably withheld. The Company is not liable for any settlement, **Defense Expenses**, assumed obligation or admission to which it has not consented.

#### G. **NOTICE OF POTENTIAL CLAIMS**

If an **Insured** becomes aware of a **Potential Claim** and gives the Company written notice of the particulars of such **Potential Claim**, including all facts related to the **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, the dates of the alleged events, and the reasons for anticipating a **Claim**, as soon as practicable during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, any **Claim** subsequently made against any **Insured** arising out of such **Wrongful Act** will be deemed to have been made during the **Policy Period**.

All notices under this subsection must be sent by mail or prepaid express courier to the address set forth in ITEM 3 of the Declarations and will be effective upon receipt.

#### H. **RELATED CLAIMS**

All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be considered as a single **Claim** or **Potential Claim**, whichever is applicable, for purposes of this **Liability Policy**. All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be deemed to have been made at the time the first of such **Claims** or **Potential Claims** for **Related Wrongful Acts** was made whether prior to or during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

#### I. **SUBROGATION**

In the event of payment under this **Liability Policy**, the Company is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** agrees to execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

#### J. **RECOVERIES**

All recoveries from third parties for payments made under this **Liability Policy** will be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

1. first, to the Company to reimburse the Company for any Retention amount it has paid on behalf of any **Insured**;
2. second, to the **Insured** to reimburse the **Insured** for the amount it has paid which would have been paid hereunder but for the fact that it is in excess of the applicable limits of liability hereunder;

3. third, to the Company to reimburse the Company for the amount paid hereunder; and
4. fourth, to the **Insured** in satisfaction of any applicable Retention; provided, recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

#### K. CHANGE OF CONTROL

If, during the **Policy Period**, a **Change of Control** occurs, coverage will continue in full force and effect with respect to **Claims** for **Wrongful Acts** committed before such event, but coverage will cease with respect to **Claims** for **Wrongful Acts** committed after such event. No coverage will be available hereunder for **Loss**, including **Defense Expenses**, for any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly any **Wrongful Act** committed or allegedly committed after such event. After any such event, the **Liability Policy** may not be canceled by the **Named Insured** and the entire premium for the **Liability Policy** will be deemed fully earned.

Upon the occurrence of any **Change of Control**, the **Named Insured** will have the right to give the Company notice that it desires to purchase a Run-Off Extended Reporting Period for any **Liability Coverage** for the period set forth in ITEM 9 of the Declarations following the effective date of such **Change of Control**, regarding **Claims** made during such Run-Off Extended Reporting Period against persons or entities who at the effective date of the **Change of Control** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to such **Change of Control** and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Run-Off Extended Reporting Period will not provide new, additional or renewed limits of liability; and
2. the Company's total liability for all **Claims** made during such Run-Off Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the **Change of Control**.

The premium due for the Run-Off Extended Reporting Period will equal the percentage set forth in ITEM 9 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Period** prior to the **Change of Control**. The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

The right to elect the Run-Off Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within thirty (30) days of the **Change of Control**. In the event the Run-Off Extended Reporting Period is purchased, the option to purchase the Extended Reporting Period in Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of these Liability Coverage Terms and Conditions will terminate. In the event the Run-Off Extended Reporting Period is not purchased, the **Named Insured** will have the right to purchase the Extended Reporting Period under the terms of Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of these Liability Coverage Terms and Conditions.

If, at any time during the **Policy Period**, the **Insured Organization** eliminates or reduces its ownership interest in, or control over a **Subsidiary**, such that it no longer meets the definition of a **Subsidiary**, coverage will continue for such entity but only with regard to **Claims** for **Wrongful Acts** which occurred wholly during the time that the entity was a **Subsidiary**.

#### L. ACQUISITIONS

If, during the **Policy Period**, the **Insured Organization** acquires or forms a **Subsidiary**, this **Liability Policy** will provide coverage for such **Subsidiary** and its respective **Insured Persons**, subject to all other terms and conditions of this **Liability Policy**, provided written notice of such acquisition or formation has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within ninety (90) days after the effective date of such formation or acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Named Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired or formed **Subsidiary** do not exceed 30% of the total assets of the **Insured Organization** as reflected in the **Insured Organization's** most recent fiscal year-end financial statement; or (2) the acquisition or formation occurs less than 90 days prior to the end of the **Policy Period**.

#### M. SPOUSAL AND DOMESTIC PARTNER LIABILITY COVERAGE

This **Liability Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply to **Loss** resulting from a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or a person qualifying as a domestic partner under the provisions of any applicable federal, state or local law (a "Domestic Partner") of an **Insured Person**, but only if and so long as:

1. the **Claim** against such spouse or Domestic Partner results from a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the Domestic Partner; and
2. such **Insured Person** and his or her spouse or Domestic Partner are represented by the same counsel in connection with such **Claim**.

No spouse or Domestic Partner of an **Insured Person** will, by reason of this subsection have any greater right to coverage under this **Liability Policy** than the **Insured Person** to whom such spouse is married, or to whom such Domestic Partner is joined.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a spouse or Domestic Partner of an **Insured Person** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse or Domestic Partner.

#### N. FOREIGN PARENT CORPORATION COVERAGE

This **Liability Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply coverage for **Defense Expenses** resulting from any **Claim** made against a **Foreign Parent Corporation**, but only if and so long as:

1. such **Claim** results from a **Wrongful Act** actually or allegedly committed solely by any **Insured**;
2. such **Insured** and the **Foreign Parent Corporation** are represented by the same counsel in connection with such **Claim**; and
3. such **Insured** is included as a co-defendant.

No **Foreign Parent Corporation** will, by reason of this subsection, have any greater right to coverage under this **Liability Policy** than any **Insured**.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a **Foreign Parent Corporation** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such **Foreign Parent Corporation** or any member of the board of directors, officer, employee, or functional equivalent thereof.

#### O. EXTENDED REPORTING PERIOD

At any time prior to or within 60 days after the effective date of termination or cancellation of any Liability Coverage for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional or renewed limit(s) of liability; and
2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the termination or cancellation;

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to such termination or cancellation. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 60 days of the effective date of the termination or cancellation.

## P. ALLOCATION

1. If Duty-to-Defend coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under any **Liability Coverage** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by such **Liability Coverage** and also loss that is not covered by such **Liability Coverage** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, then such covered **Loss** and uncovered loss will be allocated as follows:
  - a. one hundred percent (100%) of **Defense Expenses** incurred by the **Insureds** who are afforded coverage for such **Claim** will be allocated to covered **Loss**; and
  - b. all loss other than **Defense Expense** will be allocated between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insured Persons**, the **Insured Organization**, and others not insured under such **Liability Coverage**. In making such a determination, the **Insured Organization**, the **Insured Persons** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of the applicable **Liability Coverage** and applicable law.
2. If Reimbursement coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under any **Liability Coverage** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by such **Liability Coverage** and also loss that is not covered by such **Liability Coverage** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, the **Insureds** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In making such a determination, the parties will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insured Persons**, the **Insured Organization**, and others not insured under the applicable **Liability Coverage**. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of the applicable **Liability Coverage** and applicable law.

## Q. CANCELLATION

The Company may cancel this **Liability Policy** for failure to pay a premium when due, in which case twenty (20) days written notice will be given to the **Named Insured**, unless, payment in full is received within twenty (20) days of the **Named Insured's** receipt of such notice of cancellation. The Company has the right to the premium amount for the portion of the **Policy Period** during which this **Liability Policy** was in effect.

Subject to the provisions set forth in Section III. CONDITIONS K. CHANGE OF CONTROL, the **Named Insured** may cancel any **Liability Coverage** by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. In the event the **Named Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this **Liability Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Named Insured** written notice to that effect at least thirty (30) days before the Expiration Date set forth in ITEM 2 of the Declarations.

#### R. ACTION AGAINST THE COMPANY

No action will lie against the Company unless there has been full compliance with all of the terms of this **Liability Policy**.

No person or organization has any right under this **Liability Policy** to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor may the Company be impleaded by an **Insured** or said **Insured's** legal representative. Bankruptcy or insolvency of any **Insured** or an **Insured's** estate does not relieve the Company of any of its obligations hereunder.

#### S. CHANGES

Only the **Named Insured** is authorized to make changes in the terms of this **Liability Policy** and solely with the Company's prior written consent. This **Liability Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Liability Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Liability Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Liability Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Liability Policy** issued by the Company.

#### T. ASSIGNMENT

This **Liability Policy** may not be assigned or transferred, and any such attempted assignment or transfer is void and without effect unless the Company has provided its prior written consent to such assignment or transfer.

#### U. REPRESENTATIONS

By acceptance of the terms set forth in this **Liability Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that such representations are material to the Company's acceptance of this risk, that this **Liability Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

If any statement or representation in the **Application** is untrue with respect to any **Liability Coverage**, such **Liability Coverage** is void and of no effect whatsoever, but only with respect to:

1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 2 of the Declarations, that the statement or representation was untrue;
2. any **Insured Organization**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and
3. any **Insured Organization**, if the person who signed the **Application** knew that the statement or representation was untrue.

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Liability Policy**, contained any such untrue statement or representation.

#### V. LIBERALIZATION

If, during the **Policy Period**, the Company is required, by law or by insurance supervisory authorities of the state in which this **Liability Policy** was issued, to make any changes in the form of this **Liability Policy**, by which the insurance afforded by this **Liability Policy** could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance will inure to the benefit of the **Insured** as of the date the revision or change is approved for general use by the applicable department of insurance.

**W. AUTHORIZATION**

By acceptance of the terms herein, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the payment of premiums, the receiving of any return premiums that may become due hereunder, and the receiving of notices of cancellation, nonrenewal, or change of coverage, and the **Insureds** each agree that they have, individually and collectively, delegated such authority exclusively to the **Named Insured**; provided, that nothing herein will relieve the **Insureds** from giving any notice to the Company that is required under this **Liability Policy**.

**X. ENTIRE AGREEMENT**

The Declarations, the **Application**, the Liability Coverage Terms and Conditions, each **Liability Coverage**, and any endorsements attached thereto, constitute the entire agreement between the Company and the **Insured**.

**Y. HEADINGS**

The titles of the various paragraphs of this **Liability Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

**AMEND NUMBER OF DAYS FOR ELECTING EXTENDED REPORTING PERIOD ENDORSEMENT**

This endorsement modifies the following:

**Non-Profit Organization Directors and Officers Liability, Employment Practices Liability**

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**It is agreed that:**

Solely with respect to the **Liability Coverage(s)** shown above, section **III. CONDITIONS, O. EXTENDED REPORTING PERIOD** of the **Liability Coverage Terms and Conditions** is replaced by the following:

**O. EXTENDED REPORTING PERIOD**

At any time prior to or within **90** days after the effective date of termination or cancellation of any Liability Coverage for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional or renewed limit(s) of liability; and
2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the termination or cancellation;

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to such termination or cancellation. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within **90** days of the effective date of the termination or cancellation.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

## GLOBAL COVERAGE COMPLIANCE ENDORSEMENT

This endorsement changes the following:

### Liability Coverage Terms and Conditions

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It is agreed that:

1. The following is added to section II. **DEFINITIONS**:

**Financial Interest** means the **Named Insured's** insurable interest in an **Insured Organization** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **Named Insured's**:

1. ownership of the majority of the outstanding securities or voting rights of such **Insured Organization** representing the present right to elect, appoint, or exercise a majority control over such **Insured Organization's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;
2. indemnification of, or representation that it has an obligation to indemnify, such **Insured Organization** for **Loss** incurred by such **Insured Organization**; or
3. election or obligation to obtain insurance for such **Insured Organization**.

2. The following is added to section III. **CONDITIONS**:

#### SANCTIONS

This **Liability Policy** will provide coverage, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition, or restriction.

3. The following replaces section III. **CONDITIONS, A. TERRITORY**:

#### A. TERRITORY AND VALUATION

1. This **Liability Policy** applies anywhere in the world; provided, this **Liability Policy** does not apply to **Loss** incurred by an **Insured**, or a **Foreign Parent Corporation**, residing or domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.
2. In the event an **Insured Organization** incurs **Loss** referenced in 1. above to which this insurance would have applied, the Company will reimburse the **Named Insured** for its **Loss**, on account of its **Financial Interest** in such **Insured Organization**. As a condition precedent to such reimbursement, or any rights under this **Liability Policy**, the **Named Insured** will cause the **Insured Organization** or its **Insured Persons** to comply with the conditions of this **Liability Policy**.
3. All premiums, Limits of Liability, Retention, **Loss**, and other amounts under this **Liability Policy** are expressed and payable in the currency of the United States. If a judgment is rendered, settlement is denominated, or another element of **Loss** under this **Liability Policy** is stated in a currency other than United States dollars, payment under this **Liability Policy** will be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or any other element of **Loss** is due, respectively.

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

LIA-19097 Ed. 03-15

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**SPECIMEN - QUOTE 1**

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4. The following is added to section **III. CONDITIONS, E. CLAIM DEFENSE**:

In the event of a **Claim** against an **Insured** or **Foreign Parent Corporation** that resides or is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance and if Duty-to-Defend coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend such **Claim** as set forth in this section III. CONDITIONS, E. CLAIM DEFENSE, 1. to the extent that doing so would not violate the laws or regulations of such country or jurisdiction.

If the Company is prohibited from defending such **Claim** or if Reimbursement coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations, then this section III. CONDITIONS, E. CLAIM DEFENSE, 2. applies to such **Claim**; provided, any such **Claim** is subject to section III. CONDITIONS, P. ALLOCATION, 2.

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AUTOMATIC COVERAGE FOR ALL FORMED SUBSIDIARIES AND ACQUIRED SUBSIDIARIES  
WITH ASSETS NOT EXCEEDING 35% ENDORSEMENT**

This endorsement changes the following:

**Non-Profit Organization Directors and Officers Liability, Employment Practices Liability**

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**It is agreed that:**

The following amends section **III. CONDITIONS, L. ACQUISITIONS** of the Liability Coverage Terms and Conditions:

1. The **Insureds** need not complete an application for, and need not provide written notice of, the formation of any **Subsidiary** during the **Policy Period** by the **Insured Organization** in order for the Company to provide coverage for a formed **Subsidiary** and **Insured Persons** thereof.
2. The words "forms" and "formation" are deleted from the first paragraph.
3. The second paragraph is replaced by the following:

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired **Subsidiary** do not exceed 35% of the total assets of the **Insured Organization** as reflected in the **Insured Organization's** most recent fiscal year-end financial statement; or (2) the acquisition occurs less than 90 days prior to the end of the **Policy Period**.

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

LIA-19137 Ed. 05-17

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**SPECIMEN - QUOTE 1**

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## WASHINGTON CHANGES ENDORSEMENT

This endorsement changes the following:

### Liability Coverage Terms and Conditions

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#### It is agreed that:

1. The following replaces section III. CONDITIONS, O. EXTENDED REPORTING PERIOD:

#### O. EXTENDED REPORTING PERIOD

Upon termination, cancellation, or nonrenewal of any **Liability Coverage** for any reason other than nonpayment of premium, the **Named Insured** will have the right to an Automatic Extended Reporting Period and the right to elect an Extended Reporting Period, as follows:

1. Automatic Extended Reporting Period

The **Named Insured** will be provided an automatic extension of the coverage granted by such **Liability Coverage** for the period of 60 days following the effective date of termination or cancellation of any **Liability Coverage**, herein called the Automatic Extended Reporting Period, for **Claims** made against persons or entities who at the effective date of termination or cancellation of any **Liability Coverage**, or nonrenewal were **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date termination or cancellation of any **Liability Coverage** and which otherwise would be covered by such **Liability Coverage**. This Automatic Extended Reporting Period will be deemed a part of, and not in addition to, any Optional Extended Reporting Period purchased by the **Named Insured** as described below.

The Automatic Extended Reporting Period will not provide a new, additional, or renewed limit of liability. The limit of liability applicable to all **Claims** made during such Automatic Extended Reporting Period will be only the remaining portion of the applicable limit of liability on the effective date of termination or cancellation of any **Liability Coverage**.

2. Extended Reporting Period

Upon termination, cancellation, or nonrenewal of any **Liability Coverage** for any reason other than nonpayment of premium, the **Named Insured** will have the right to elect an Extended Reporting Period, as follows:

At any time prior to or within 60 days after the effective date of termination or cancellation of any **Liability Coverage** for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting offered by the Company. Such offering will include a period of 12 months for all **Liability Coverages** that are part of this **Liability Policy**, following the effective date of termination or cancellation of any **Liability Coverage**, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date termination or cancellation of any **Liability Coverage** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of termination or cancellation of any **Liability Coverage** and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

- a. such Extended Reporting Period will not provide a new, additional, or renewed limit(s) of liability; and
- b. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of termination or cancellation of any **Liability Coverage**.

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of the applicable **Liability Coverage**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to the effective date of termination or cancellation of any **Liability Coverage**. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 60 days of the effective date of the termination, cancellation, or nonrenewal.

2. The following is added to section **III. CONDITIONS, U. REPRESENTATIONS**:

This policy may be void and of no effect whatsoever only if an **Insured** intentionally conceals or misrepresents a material fact or circumstance relating to this insurance.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.



## NON-PROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY

**THIS IS A CLAIMS-MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY.  
PLEASE READ THE POLICY CAREFULLY.**

### I. INSURING AGREEMENTS

The Company will pay on behalf of:

- A. the **Insured Persons, Loss for Wrongful Acts**, except for **Loss** which the **Insured Organization** pays to or on behalf of the **Insured Persons** as indemnification;
- B. the **Insured Organization, Loss for Wrongful Acts** which the **Insured Organization** pays to or on behalf of the **Insured Persons** as indemnification; and
- C. the **Insured Organization, Loss for Wrongful Acts**,

resulting from any **Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

### II. DEFINITIONS

Wherever appearing in this **Liability Coverage**, the following words and phrases appearing in bold type will have the meanings set forth in this Section II. DEFINITIONS:

- A. **Claim** means:
  - 1. a written demand for monetary damages or non-monetary relief;
  - 2. a civil proceeding commenced by service of a complaint or similar pleading;
  - 3. a criminal proceeding commenced by filing of charges;
  - 4. a formal administrative or regulatory proceeding, commenced by a filing of charges, formal investigative order, service of summons or similar document;
  - 5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
  - 6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding;

against an **Insured** for a **Wrongful Act**, provided that **Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

A **Claim** is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such **Claim**. However, if any **Insured Person** who is not an **Executive Officer** first receives written notice of a **Claim** during the **Policy Period**, but no **Executive Officer** receives written notice of such **Claim** until after the **Policy Period** has expired, then such **Claim** will be deemed to have been made on the date such **Insured Person** first received written notice of the **Claim**.

- B. **Disqualified Person** means a "disqualified person" as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.
- C. **Excess Benefit Transaction** means an "excess benefit transaction" as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.

- D. **Excess Benefit Transaction Tax** means any excise tax imposed by the Internal Revenue Service on an **Insured Person** who is an **Organizational Manager** as a result of such **Insured Person's** participation in an **Excess Benefit Transaction**.
- E. **Executive Officer** means the chairperson, chief executive officer, president, chief financial officer, in-house general counsel, executive director, risk manager, human resources manager, or an individual acting in the capacity of a human resources manager, managing director of the **Insured Organization** or a functional equivalent thereof.
- F. **Insured** means the **Insured Persons** and the **Insured Organization**.
- G. **Insured Organization** means the **Named Insured**, any **Subsidiary**, and any such entity as a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.
- H. **Insured Person** means any natural person who was, is or becomes a duly elected or appointed member of the board of directors, officer, member of the board of trustees, member of the board of managers, member of the board of regents, member of the board of governors, or a functional equivalent thereof, **Executive Officer**, employee, volunteer, or member of a duly constituted committee, of the **Insured Organization**.

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

- I. **Loss** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements, judgments, back and front pay, compensatory damages, punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary, or multiplied damages, prejudgment and postjudgment interest, and legal fees and expenses awarded pursuant to a court order or judgment. **Loss** does not include:
1. civil or criminal fines, sanctions, liquidated damages other than liquidated damages awarded under the Age Discrimination in Employment Act or the Equal Pay Act, payroll or other taxes, or damages, penalties or types of relief deemed uninsurable under applicable law; or
  2. any amount allocated to non-covered loss pursuant to Section III. CONDITIONS P. ALLOCATION of the Liability Coverage Terms and Conditions.

Notwithstanding the above, **Loss** includes any **Excess Benefit Transaction Tax**, in an amount not to exceed twenty thousand dollars (\$20,000), that an **Insured Person** is obligated to pay as a result of a **Claim**; provided that **Loss** does not include the twenty-five percent (25%) excise tax assessed against any **Disqualified Person** or the 200% tax assessed for failure to correct an **Excess Benefit Transaction**.

- J. **Organizational Manager** means an "organizational manager" as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.
- K. **Outside Entity** means a corporation or organization:
1. other than the **Insured Organization**, which is exempt from federal income tax as an entity described in Section 501(c)(3), 501(c)(4), or 501(c)(10) of the Internal Revenue Code of 1986, as amended; or
  2. specifically scheduled as an **Outside Entity** by endorsement to this **Liability Policy**.
- L. **Outside Position** means service by an **Insured Person** as a member of the board of directors, officer, member of the board of trustees, member of the board of managers, member of the board of regents, member of the board of governors or a functional equivalent thereof, with an **Outside Entity**, but only during such time that such service is with the knowledge, consent, and at the specific request of the **Insured Organization**.

- M. *Personal Injury*** means false arrest, wrongful detention or imprisonment, malicious prosecution, defamation including libel and slander, invasion of privacy or wrongful entry or eviction.
- N. *Publishers Liability*** means infringement of copyright or trademark, unauthorized use of title, plagiarism or misappropriation of ideas.
- O. *Subsidiary*** means:
1. any corporation, partnership, limited liability company or other entity organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent;
  2. any non-profit entity over which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** has the ability to exercise managerial control;
  3. any entity operated as a joint venture, in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, exactly 50% of the issued and outstanding voting stock and whose management and operation the **Insured Organization** solely controls, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock; or
  4. subject to the provisions set forth in Section III. CONDITIONS L. ACQUISITIONS of the Liability Coverage Terms and Conditions, any entity that the **Insured Organization** acquires or forms during the **Policy Period** in which the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent, or, in the case of any non-profit entity that does not issue securities, over which the **Named Insured** has the ability to exercise managerial control.
- P. *Wrongful Act*** means:
1. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, including any **Personal Injury** or **Publishers Liability**, or any matter asserted against, an **Insured Person** in his or her capacity as such;
  2. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, including any **Personal Injury** or **Publishers Liability**, or any matter asserted against, an **Insured Person** in his or her **Outside Position**;
  3. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, including any **Personal Injury** or **Publishers Liability**, or any matter asserted against, the **Insured Organization**; or
  4. any matter asserted against an **Insured Person** solely by reason of his or her status as such.

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Liability Coverage**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

### III. EXCLUSIONS

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#### A. EXCLUSIONS APPLICABLE TO ALL LOSS

1. The Company will not be liable for **Loss** for any **Claim** for any damage to, destruction of, loss of, or loss of use of any tangible property, including damage to, destruction of, loss of, or loss of use of tangible property that results from inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.
2. The Company will not be liable for **Loss** for any **Claim** for any bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation; provided that this exclusion will not apply to allegations of emotional distress or mental anguish, if and only to the extent that such allegations are made as part of a **Claim**:

- a. for **Personal Injury**; or
  - b. for an employment related **Wrongful Act**.
3. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance, or the hazardous properties of nuclear material; or infectious waste or medical waste.
  4. The **Company** will not be liable for **Loss** for any **Claim**:
    - a. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant**;
    - b. based upon or arising out of any request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any **Pollutant**; or
    - c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**.
  5. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
  6. The Company will not be liable for **Loss** for any **Claim** for any fact, circumstance, situation, or event that is or reasonably would be regarded as the basis for a claim about which any **Executive Officer** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
  7. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event, or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Liability Coverage** is a direct renewal or replacement or which it succeeds in time.
  8. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an employee or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA.
  9. The Company will not be liable for **Loss** for any **Claim** by or on behalf of, or in the name or right of, the **Insured Organization**; provided that this exclusion will not apply to any **Claim** that is brought and maintained independently of, and without the assistance, participation or intervention of any **Insured**.
  10. The Company will not be liable for **Loss** for any **Claim** by or on behalf of, or in the name or right of, any **Outside Entity** against an **Insured Person** for a **Wrongful Act** in his or her **Outside Position** with respect to such **Outside Entity**.
  11. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any **Wrongful Act** by an entity that is, or was a **Subsidiary**, or any **Insured Person** of such entity, occurring at any time during which such entity was not a **Subsidiary**.
  12. The Company will not be liable for **Loss** for any **Claim** for any liability of others assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.
  13. The Company will not be liable for **Loss** for any **Claim**, with respect to Insuring Agreement C. only:
    - a. based upon or arising out of any employment related **Wrongful Act**; or
    - b. for any violation of responsibilities, duties or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation, or for any violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and



Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the National Labor Relations Act (NLRA), Fair Labor Standards Act (FLSA), or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.

**B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES**

1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** based upon or arising out of any **Insured**:
  - a. committing any intentionally dishonest or fraudulent act or omission;
  - b. committing any willful violation of any statute, rule or law; or
  - c. gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;provided that this exclusion will not apply unless a final adjudication establishes that such **Insured** committed such intentionally dishonest or fraudulent act or omission, or willful violation of any statute, rule or law, or gained such profit, remuneration or advantage to which such **Insured** was not legally entitled.
2. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.
3. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** with respect to Insuring Agreement C. only, for any liability of the **Insured Organization** under any express contract or agreement; except to the extent that the **Insured Organization** would have been liable in the absence of such contract or agreement. For the purposes of this exclusion, an express contract or agreement is an actual agreement among the contracting parties, the terms of which are openly stated in distinct or explicit language, either orally or in writing, at the time of its making.

**IV. SEVERABILITY OF EXCLUSIONS**

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No conduct of any **Insured Person** will be imputed to any other **Insured Person** to determine the application of any of the exclusions set forth in Section III. EXCLUSIONS above. Solely with respect to exclusion B.1. set forth above, no conduct of any **Insured** will be imputed to any other **Insured** to determine if coverage is available.

**V. CONDITIONS**

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**A. RETENTION**

This Section V. CONDITIONS A. RETENTION will supplement, and not replace, Section III. CONDITIONS B. RETENTION of the Liability Coverage Terms and Conditions.

No retention will apply to **Defense Expenses** resulting from any **Claim**, other than a **Claim** for an employment related **Wrongful Act**, and the Company will reimburse the **Insured Organization** for any such retention paid by the **Insured Organization** in connection with any such **Claim**, if:

1. with respect to such **Claim**, there is a final adjudication of no liability obtained prior to or during trial, in favor of all **Insureds**, by reason of a motion to dismiss or a motion for summary judgment or any similar motion or process, after exhaustion of all appeals, or a final judgment of no liability obtained after trial, in favor of all **Insureds**, after exhaustion of all appeals; or
2. such **Claim** is dismissed or there is a stipulation to dismiss such **Claim** with or without prejudice and without the payment of any monetary consideration by the **Insureds**.

In no event will a settlement of a **Claim** be considered a final adjudication of no liability for purposes of this subsection.

As a condition of any reimbursement of the retention as set forth above, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of such amounts in the event that such **Claim** is reinstated after payment by the Company.

## B. SETTLEMENT

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of settlement (a "Settlement Offer") of any **Claim** which is acceptable to the claimant(s), and if the **Insured** refuses to consent to such Settlement Offer, the **Insured** will be solely responsible for thirty percent (30%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for thirty percent (30%) of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** does not exceed the remaining applicable limit of liability.

## C. PRESUMPTION OF INDEMNIFICATION

Regardless of whether **Loss** resulting from any **Claim** against **Insured Persons** is actually indemnified, Insuring Agreement B and the Retention set forth in the Declarations will apply to any **Loss** as to which indemnification by the **Insured Organization** or any **Outside Entity** is legally permissible, whether or not actual indemnification is made, unless such indemnification is not made by the **Insured Organization** or such **Outside Entity** solely by reason of its **Financial Insolvency**.

The certificate of incorporation, charter, articles of association or other organizational documents of the **Insured Organization** and each **Outside Entity**, including by-laws and resolutions, will be deemed to have been adopted or amended to provide indemnification to the **Insured Persons** to the fullest extent permitted by law.

## D. OTHER INSURANCE AND INDEMNIFICATION

This **Liability Coverage** will apply only as excess insurance over, and will not contribute with: (1) any other valid and collectible insurance available to any **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Liability Coverage** by reference in such other policy to the Policy Number of this **Liability Policy**; or (2) indemnification to which any **Insured Person** is entitled from any **Outside Entity** other than the **Insured Organization**. This **Liability Coverage** will not be subject to the terms of any other insurance.

## E. OUTSIDE POSITIONS – LIMIT OF LIABILITY

If any **Claim** against the **Insureds** gives rise to an obligation both under this **Liability Coverage** and under any other coverage or policy of insurance issued by the Company or any of its affiliates to any **Outside Entity**, the Company's maximum aggregate limit of liability under all such policies for all **Loss**, including **Defense Expenses**, for such **Claim** will not exceed the largest single available limit of liability under any such coverage.

## F. ORDER OF PAYMENTS

If **Loss**, other than **Defense Expenses**, from any **Claim** exceeds the remaining applicable limit of liability as set forth in ITEM 5 of the Declarations:

1. the Company will first pay **Loss** for such **Claim** to which Insuring Agreement A. applies; then
2. to the extent that any amount of the applicable limit of liability remains available, the Company will pay **Loss** for such **Claim** to which Insuring Agreements B. and C. apply.

Upon written request of the **Insured Organization** by and through any **Executive Officer**, the Company will either pay or withhold payment of **Loss** from such **Claim** under Insuring Agreements B. and C., as applicable. In the event of a written request to withhold payment, the Company will make any future payment only for **Loss** from any such **Claim** to which Insuring Agreement A. applies, unless otherwise so instructed upon written request by and through an **Executive Officer** of the **Insured Organization**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITION OF DISCRIMINATION EXCLUSION ENDORSEMENT**

This endorsement modifies the following:

**Non-Profit Organization Directors and Officers Liability**

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**It is agreed that:**

The following is added to section **III. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS** of the **Liability Coverage**:

The Company will not be liable for **Loss** for any **Claim** brought by or on behalf of or in the name or right, of any entity or person, other than an **Insured Person**, alleging discrimination of any kind.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**  
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SUPPLEMENTAL PERSONAL INDEMNIFICATION COVERAGE ENDORSEMENT

This endorsement modifies the following coverage:

### Non-Profit Organization Directors and Officers Liability

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#### It is agreed that:

The following is added to the **Liability Coverage**:

If the **Liability Coverage Limit of Liability** under this **Liability Coverage** or a **Liability Coverage Shared Limit of Liability**, if applicable, has been exhausted, the Company shall provide the **Insured Persons** with an additional Supplemental Personal Indemnification Limit of Liability under Insuring Agreement A. Such Supplemental Personal Indemnification Limit of Liability will not to exceed **\$500,000**, which amount is in addition to and not part of the **Liability Coverage Limit of Liability** or **Liability Coverage Shared Limit of Liability**, if applicable. This Supplemental Personal Indemnification Limit of Liability applies solely to **Loss** resulting from any **Claim** other than a **Claim**, for an employment-related **Wrongful Act**, against an **Insured Person** to which Insuring Agreement A. is applicable.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**  
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITION OF PEER REVIEW ACT, CERTIFICATION, OR ACCREDITATION EXCLUSION ENDORSEMENT**

This endorsement modifies the following:

**Non-Profit Organization Directors and Officers Liability**

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**It is agreed that:**

The following is added to section III. **EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS** of the **Liability Coverage**:

The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any peer review act, certification, accreditation, sponsoring, standard setting, rule making, professional assessment, credentialing, licensing, or discipline by any **Insured**.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

---

Issuing Company: **Travelers Casualty and Surety Company of America**  
Policy Number:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND DEFINITION OF OUTSIDE ENTITY ENDORSEMENT**

This endorsement modifies the following:

**Non-Profit Organization Directors and Officers Liability**

---

**It is agreed that:**

The following replaces section **II. DEFINITIONS, K. Outside Entity** of the **Liability Coverage**:

- K. *Outside Entity*** means a corporation or organization:
1. other than the **Insured Organization**, that is a non-profit entity; or
  2. any Specified Outside Entity as set forth in the Specified Outside Entity schedule below.

**Specified Outside Entity**

**None**

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

## BANKRUPTCY AND WHISTLEBLOWER CARVEBACKS ENDORSEMENT

This endorsement changes the following:

### Non-Profit Organization Directors and Officers Liability

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#### It is agreed that:

1. The following is added to section **II. DEFINITIONS** of the **Liability Coverage**:

**Whistleblower Activity** means activity protected under:

1. 18 U.S.C. 1514A(a) (whistleblower protection pursuant to section 806 of the Sarbanes-Oxley Act of 2002, as amended), other than the activity of "filing or the causing to be filed" any proceeding as specified under section 1514A(a)(2) and any other activity specified in section 1514A(a)(2) that is engaged in on a voluntary basis; or
  2. any similar whistleblower protection provision of any applicable federal, state, local, or foreign securities law or regulation that affords protection to a natural person, other than the filing, causing to be filed, or any other activity similar to the type specified in section 18 U.S.C. 1514A(a)(2) that is engaged in on a voluntary basis.
2. The following replaces section **III. EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS, 9.**, of the **Liability Coverage**:
    9. The Company will not be liable for **Loss** for any **Claim** by or on behalf of, or in the name or right of, the **Insured Organization**; provided that this exclusion will not apply to any **Claim**:
      - a. that is brought and maintained independently of, and without the assistance, participation or intervention of any **Insured**, except that any **Whistleblower Activity** by any member of the board of directors, officer, member of the board of managers, or a functional equivalent thereof will not be considered assistance, participation or intervention; or
      - b. in a bankruptcy proceeding brought or maintained by an examiner, trustee, receiver, liquidator, rehabilitator, creditors committee or any similar official of the **Insured Organization**.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

NDO-19006 Ed. 11-12

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**SPECIMEN - QUOTE 1**

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**AMEND SECTION III. EXCLUSIONS, B. 1. - FINAL NON-APPEALABLE ADJUDICATION IN ANY PROCEEDING OTHER THAN A PROCEEDING INITIATED BY THE COMPANY ENDORSEMENT**

This endorsement changes the following:

**Non-Profit Organization Directors and Officers Liability**

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**It is agreed that:**

The following replaces section *III. EXCLUSIONS, B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES, 1:*

1. The Company will not be liable for **Loss** , other than **Defense Expenses**, for any **Claim** based upon or arising out of any **Insured**:
  - a. committing any intentionally dishonest or fraudulent act or omission;
  - b. committing any willful violation of any statute, rule, law; or
  - c. gaining any profit, remuneration or financial advantage to which such **Insured** was not legally entitled;

provided that this exclusion will not apply unless a final non-appealable adjudication in any proceeding other than a proceeding initiated by the Company establishes that such **Insured** committed such intentionally dishonest or fraudulent act or omission, willful violation of any statute, rule or law, or gained such profit, remuneration or advantage to which such **Insured** was not legally entitled.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

NDO-19009 Ed. 07-13

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**SPECIMEN - QUOTE 1**

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## EXTRADITION COVERAGE ENDORSEMENT

This endorsement modifies the following:

### Non-Profit Organization Directors and Officers Liability

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#### It is agreed that:

1. The following is added to section II. **DEFINITIONS, A. Claim** of the **Liability Coverage**:

**Claim** also means a request for **Extradition**, including the execution of an arrest warrant where such execution is an element of **Extradition**.

2. The following is added to section II. **DEFINITIONS, F. Defense Expenses** of the **Liability Coverage Terms and Conditions**:

**Defense Expenses** also means **Extradition Expenses**.

3. The following is added to section II. **DEFINITIONS** of the **Liability Coverage**:

**Extradition** means a formal process by which an **Insured Person** located in any country is surrendered to any other country to answer any criminal accusation.

**Extradition Expenses** means the reasonable and necessary legal fees and expenses incurred by an **Insured Person** in lawfully opposing, challenging, resisting, or defending against any request for, or any effort to obtain, the **Extradition** of such **Insured Person**.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**  
Policy Number:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND DEFINITION OF INSURED PERSON TO INCLUDE ADVISORY BOARD MEMBERS  
ENDORSEMENT**

This endorsement changes the following:

**Non-Profit Organization Directors and Officers Liability**

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**It is agreed that:**

1. The following is added to section II. **DEFINITIONS, H. Insured Person:**

**Insured Person** also means any natural person who was, is, or becomes a duly elected or appointed member of an advisory board of the **Insured Organization**.

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

NDO-19016 Ed. 05-17

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**SPECIMEN - QUOTE 1**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND LOSS DEFINITION TO INCLUDE COVERAGE CARVEBACKS FOR LIQUIDATED DAMAGES UNDER THE FAMILY MEDICAL LEAVE ACT AND CIVIL PENALTIES UNDER THE FOREIGN CORRUPT PRACTICES ACT ENDORSEMENT**

This endorsement changes the following:

**Non-Profit Organization Directors and Officers Liability**

**It is agreed that:**

The following replaces section II. **DEFINITIONS**, I. **Loss**, 1.:

1. civil or criminal fines, sanctions, liquidated damages, payroll or other taxes, or damages, penalties or types of relief deemed uninsurable under applicable law; provided, **Loss** includes:
  - a. liquidated damages awarded under the Age Discrimination in Employment Act, the Equal Pay Act, or the Family Medical Leave Act;
  - b. civil penalties assessed against any **Insured Person** pursuant to the Foreign Corrupt Practices Act of 1977 §§ 15 U.S.C. 78dd-2(g)(2)(B) and 78ff(c)(2)(B) and the United Kingdom Bribery Act of 2010 (Eng.) § 11(1)(a), to the extent that the violations of such laws are neither intentional nor willful; or

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Policy Number:

NDO-19017 Ed. 05-17

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## CRISIS MANAGEMENT COVERAGE ENDORSEMENT

This endorsement modifies the following:

### Non-Profit Organization Directors and Officers Liability Coverage

**It is agreed that:**

1. The following is added to section **III. CONDITIONS, B. RETENTION** of the Liability Coverage Terms and Conditions:

The Retention for each **Claim** set forth in ITEM 5 of the Declarations will not apply to any **Crisis Management Event Claim** of the under the **Liability Coverage**, and instead, the Retention for such **Crisis Management Event Claim** will be the **Crisis Management Event Retention** for each **Crisis Management Event Claim** set forth in ITEM 5 of the Declarations.

2. The following is added to section **III. CONDITIONS, C. LIMITS OF LIABILITY, 1.** of the Liability Coverage Terms and Conditions:

However, the Company's maximum limit of liability for all **Loss**, excluding **Defense Expenses**, for all **Crisis Management Event Claims** is further limited by the following:

The Company's maximum limit of liability for all **Loss**, excluding **Defense Expenses**, for all **Crisis Management Event Claims** under the **Liability Coverage** will not exceed the **Crisis Management Event Limit of Liability** for all **Claims** set forth in ITEM 5 of the Declarations. The **Crisis Management Event Limit of Liability** for all **Claims** is included within, and not in addition to, the applicable **Liability Coverage Limit of Liability**, and is further subject to any applicable **Liability Coverage Shared Limit of Liability** or **Annual Reinstatement of the Liability Coverage Limit of Liability**.

3. The following is added to section **III. CONDITIONS, F. INSURED'S DUTIES IN THE EVENT OF A CLAIM** of the Liability Coverage Terms and Conditions:

The Insured's duty to report a **Crisis Management Event** commences as soon as practicable, but in no later than 30 days, after the **Insured Organization** first incurs **Crisis Management Loss** for which coverage will be requested. The **Insured Organization** may incur **Crisis Management Loss** without the Company's prior consent; provided, that the Company has consented to the **Crisis Management Firm** retained by the **Insured Organization**.

4. The following is added section **I. INSURING AGREEMENTS** of the **Liability Coverage**:

The Company shall pay on behalf of the **Insured Organization**, all **Crisis Management Loss** resulting from a **Crisis Management Event** first commencing during the **Policy Period**, up to the amount of the Crisis Management Limit of Liability.

5. The following are added to section **II. DEFINITIONS** of the **Liability Coverage**:

**Crisis Management Event** means any:

1. death, incapacity or criminal indictment of any **Insured Person** on whom the **Insured Organization** maintains key person life insurance;

Issuing Company: Travelers Casualty and Surety Company of America

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2. public announcement or accusation that an individual under the management control of the **Insured Organization** has intentionally caused bodily injury to, or death of, or sexually abused a member of the **Insured Organization**;
3. public announcement that the **Insured Organization** has defaulted or intends to default on its debt;
4. public announcement that the **Insured Organization** intends to file for bankruptcy protection, that a third party is seeking to file for involuntary bankruptcy on behalf of the **Insured Organization**, or the imminence of bankruptcy proceedings, whether voluntary or involuntary against the **Insured Organization** are imminent; or
5. that the withdrawal or return by the **Insured Organization** of a non-governmental grant, contribution, or bequest in excess of **\$500,000**,

that causes a **Material Effect**.

**Crisis Management Event** does not include any event based on or arising out of any:

1. fact, circumstance, situation, event, or **Wrongful Act** which was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this Liability Coverage is a direct renewal or replacement or which it succeeds in time;
2. fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative, or regulatory proceeding as of \_\_\_\_\_ ;
3. **Pollutant**; or
4. actual or alleged nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance, or the hazardous properties of nuclear material, or infectious or medical waste.

A **Crisis Management Event** will first commence when the **Insured Organization**, or any of its directors or **Executive Officers**, first becomes aware of the event during the **Policy Period** and will conclude at the earliest point in time when the **Crisis Management Firm** advises the **Insured Organization** that the crisis no longer exists or when the Crisis Management Limit of Liability has been exhausted.

**Crisis Management Firm** means any public relations firm or crisis management firm hired by the **Insured Organization**, or its directors, officers, or employees, to perform **Crisis Management Services** in connection with the **Crisis Management Event** ; provided, the Company has given its consent to the retention of such **Crisis Management Firm**, which consent will not be unreasonably withheld.

**Crisis Management Loss** means any reasonable and necessary:

1. fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** on behalf of the **Insured Organization** arising from a **Crisis Management Event**;
2. expenses incurred by the **Insured Organization** for publication and circulation of materials in connection with a **Crisis Management Event**; or
3. travel expenses incurred by directors, officers, or employees of the **Insured Organization** in connection with a **Crisis Management Event**,

incurred during the pendency of, or within 90 days prior to and in anticipation of, the **Crisis Management Event**, but in not event later than when such **Crisis Management Event** has concluded.

**Crisis Management Services** means those services performed by a **Crisis Management Firm** in advising the **Insured Organization**, or any of its directors, officers, or employees, on minimizing potential harm to the **Insured Organization** arising from the **Crisis Management Event**, including maintaining and restoring public confidence in the **Insured Organization** .

**Material Effect** means the publication of unfavorable information regarding the **Insured Organization** which can reasonably be considered to lessen public confidence in the competence of the **Insured Organization**; provided



**EMPLOYMENT PRACTICES LIABILITY COVERAGE**

**THIS IS A CLAIMS MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY.  
PLEASE READ ALL TERMS CAREFULLY.**

**I. INSURING AGREEMENT**

- A.** The Company will pay on behalf of the **Insured, Loss** for any **Employment Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Wrongful Employment Practice**.
- B.** If ITEM 5 of the Declarations indicates that Third Party Claim Coverage is applicable, the Company will pay on behalf of the **Insured, Loss** for any **Third Party Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Third Party Wrongful Act**.

**II. DEFINITIONS**

Wherever appearing in this **Liability Coverage**, the following words and phrases appearing in bold type will have the meanings set forth in section II. DEFINITIONS:

- A. Claim** means an **Employment Claim** or, if ITEM 5 of the Declarations indicates that Third Party Claim Coverage is applicable, a **Third Party Claim**. A **Claim** is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such **Claim**. However, if any **Insured Person** who is not an **Executive Officer** first receives written notice of a **Claim** during the **Policy Period**, but no **Executive Officer** receives written notice of such **Claim** until after the **Policy Period** has expired, then such **Claim** will be deemed to have been made on the date such **Insured Person** first received written notice of the **Claim**.
- B. Claimant** means:
1. a past, present or future **Employee** of or applicant for employment with the **Insured Organization**;
  2. a governmental entity or agency, including the Equal Employment Opportunity Commission or similar federal, state or local agency, when acting on behalf of or for the benefit of a past, present or future **Employee** or applicant for employment with the **Insured Organization**; or
  3. any **Independent Contractor**.
- C. Discrimination** means any actual or alleged:
1. violation of any employment discrimination law; or
  2. disparate treatment of, or the failure or refusal to hire a **Claimant** or **Outside Claimant** because he or she is or claims to be a member of a class which is or is alleged to be legally protected.
- D. Employee** means a natural person whose labor or service is engaged by and directed by the **Insured Organization** and:
1. who is on the payroll of the **Insured Organization**, including:
    - a. any in-house general counsel of the **Insured Organization**; and

- b. any other full-time, part-time, and seasonal worker;
- 2. who is a volunteer or temporary worker; or
- 3. whose services have been leased by the **Insured Organization**.

**Independent Contractors** are not **Employees**. The status of an individual as an **Employee** will be determined as of the date of the alleged **Wrongful Act**.

**E. *Employment Agreement*** means any express or implied employment agreement regardless of the basis in which such agreement is alleged to exist, other than a collective bargaining agreement.

**F. *Employment Claim*** means:

- 1. a written demand for monetary damages or non-monetary relief;
- 2. a civil proceeding commenced by service of a complaint or similar pleading;
- 3. a criminal proceeding commenced by filing of charges;
- 4. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order, service of summons or similar document, including a proceeding before the Equal Employment Opportunity Commission or any similar governmental agency; provided that in the context of an audit conducted by the Office of Federal Contract Compliance Programs, **Employment Claim** will be limited to a Notice of Violation or Order to Show Cause or written demand for monetary damages or non-monetary relief;
- 5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
- 6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** by or on behalf of or for the benefit of a **Claimant**, or against an **Insured Person** serving in an **Outside Position** by or on behalf of or for the benefit of an **Outside Claimant**, for a **Wrongful Employment Practice**; provided that **Employment Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

**G. *Executive Officer*** means an officer, member of the board of directors, natural person partner, principal, risk manager, **LLC Manager**, in-house general counsel, member of the staff of the human resources department of the **Insured Organization** or a functional equivalent thereof.

**H. *Independent Contractor*** means any natural person who is not an **Employee** but who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement. The status of an individual as an **Independent Contractor** will be determined as of the date of the alleged **Wrongful Act**.

**I. *Insured*** means the **Insured Persons** and the **Insured Organization**.

**J. *Insured Organization*** means the **Named Insured**, any **Subsidiary**, and any such entity as a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.

**K. *Insured Person*** means any natural person who was, is or becomes an **Employee**, duly elected or appointed member of the board of directors, officer, member of the board of trustees, member of the board of regents, member of the board of governors, natural person partner, **LLC Manager** or a functional equivalent thereof of the **Insured Organization** for **Wrongful Acts** committed in the discharge of his or her duties as such, or while serving in an **Outside Position**.



In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

**L. Loss** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements; judgments; back and front pay; compensatory damages; punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary, or multiplied damages; prejudgment and postjudgment interest; and legal fees and expenses of a **Claimant** or **Outside Claimant** awarded pursuant to a court order or judgment. "**Loss**" does not include:

1. civil or criminal fines; sanctions; liquidated damages other than liquidated damages awarded under the Age Discrimination in Employment Act or the Equal Pay Act; payroll or other taxes; or damages, penalties or types of relief deemed uninsurable under applicable law;
2. future compensation, including salary or benefits, for a **Claimant** or **Outside Claimant** who has been or will be hired, promoted or reinstated to employment pursuant to a settlement, court order, judgment, award or other resolution of a **Claim**; or that part of any judgment or settlement which constitutes front pay, future monetary losses including pension and other benefits, or other future economic relief or the value or equivalent thereof, if the **Insured** has been ordered, or has the option pursuant to a judgment, order or other award or disposition of a **Claim**, to promote, accommodate, reinstate, or hire the **Claimant** or **Outside Claimant** to whom such sums are to be paid, but fails to do so;
3. medical, pension, disability, life insurance, **Stock Benefit** or other similar employee benefits, except and to the extent that a judgment or settlement of a **Claim** includes a monetary component measured by the value of:
  - a. medical, pension, disability, life insurance, or other similar employee benefits; or
  - b. **Stock Benefits** of an **Insured Organization** whose equity or debt securities are not publicly traded, including on a stock exchange or another organized securities market,as consequential damages for a **Wrongful Act**; or
4. any amount allocated to non-covered loss pursuant to Section III. CONDITIONS P. ALLOCATION of the Liability Coverage Terms and Conditions.

**M. Outside Claimant** means:

1. a past, present or future **Outside Employee** of or applicant for employment with an **Outside Entity**;
2. a governmental entity or agency, including the Equal Employment Opportunity Commission or similar federal, state or local agency, when acting on behalf of or for the benefit of present or former **Outside Employees** or applicants for employment; or
3. any natural person independent contractor who performs labor or service for the **Outside Entity** pursuant to a written contract or agreement, where such labor or service is under the exclusive direction of the **Outside Entity**.

**N. Outside Employee** means a natural person whose labor or service is engaged by and directed by an **Outside Entity** and:

1. who is on the payroll of an **Outside Entity**, including:
  - a. any in-house general counsel of the **Outside Entity**; and
  - b. any other full-time, part-time, and seasonal worker;

2. who is a volunteer or temporary worker; or
3. whose services have been leased by the **Outside Entity**.

The status of an individual as an **Outside Employee** will be determined as of the date of the alleged **Wrongful Employment Practice**.

**O. Outside Entity** means a corporation or organization:

1. other than the **Insured Organization**, which is exempt from federal income tax as an entity described in Section 501(c)(3), 501(c)(4), or 501(c)(10) of the Internal Revenue Code of 1986, as amended; or
2. specifically scheduled as an **Outside Entity** by endorsement to this **Liability Policy**.

**P. Outside Position** means service by an **Insured Person** as a member of the board of directors, officer, member of the board of trustees, member of the board of managers, member of the board of regents, member of the board of governors or a functional equivalent thereof with an **Outside Entity**, but only during such time that such service is with the knowledge, consent, and at the specific request of the **Insured Organization**.

**Q. Retaliation** means any actual or alleged **Wrongful Termination** or other adverse employment action against a **Claimant** or **Outside Claimant** on account of such **Claimant's** or **Outside Claimant's** exercise or attempted exercise of rights protected by law, refusal to violate any law, disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law, or on account of the **Claimant** or **Outside Claimant** having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law.

**R. Sexual Harassment** means any actual or alleged unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature:

1. which is made a term or condition of a **Claimant's** or **Outside Claimant's** employment or advancement;
2. which the submission to or rejection of is used as a basis for decisions affecting the **Claimant** or **Outside Claimant**; or
3. which has the purpose or effect of creating an intimidating, hostile or offensive work environment.

**S. Stock Benefit** means compensation provided to **Employees** in the form of equity or debt securities or rights to purchase equity or debt securities or the value thereof, including any grant of stock, restricted stock, stock options or warrants, phantom stock, stock appreciation rights, or performance shares.

**T. Subsidiary** means:

1. any corporation, partnership, limited liability company or other entity organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent;
2. any non-profit entity over which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** has the ability to exercise managerial control;
3. any entity operated as a joint venture, in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, exactly fifty percent (50%) of the issued and outstanding voting stock and whose management and operation the **Insured**

**Organization** solely controls, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock; or

4. subject to the provisions set forth in Section III. CONDITIONS L. ACQUISITIONS of the Liability Coverage Terms and Conditions, any entity that the **Insured Organization** acquires or forms during the **Policy Period** in which the **Named Insured** owns, directly or indirectly, more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent, or, in the case of any non-profit entity that does not issue securities, over which the **Named Insured** has the ability to exercise managerial control.

**U. Third Party Claim** means:

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order, service of summons, or similar document;
4. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
5. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** by or on behalf of or for the benefit of any natural person other than a **Claimant** for a **Third Party Wrongful Act**; provided that **Third Party Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement or any type of criminal proceeding.

**V. Third Party Wrongful Act** means, with respect to any natural person other than a **Claimant**, any actual or alleged:

1. violation of any federal, state or local law or statute or any common law prohibiting any kind of discrimination; or
2. unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature which violates the civil rights of any such person.

**W. Workplace Harassment** means any actual or alleged harassment, other than **Sexual Harassment**, which creates a work environment that interferes with job performance, or creates an intimidating, hostile, or offensive work environment.

**X. Wrongful Act** means:

1. a **Wrongful Employment Practice** occurring in the course of or arising out of a **Claimant's** employment, application for employment or performance of services with the **Insured Organization**;
2. a **Wrongful Employment Practice** by an **Insured Person** in his or her **Outside Position** occurring in the course of or arising out of an **Outside Claimant's** employment, application for employment or performance of services with an **Outside Entity**; or
3. a **Third Party Wrongful Act**, if ITEM 5 of the Declarations indicates that Third Party Claim Coverage has been purchased.

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Liability Coverage**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

Y. **Wrongful Employment Practice** means any actual or alleged:

1. **Discrimination;**
2. **Retaliation;**
3. **Sexual Harassment;**
4. **Workplace Harassment;**
5. **Wrongful Termination;**
6. breach of **Employment Agreement;**
7. violation of the Family Medical Leave Act;
8. employment-related misrepresentation;
9. employment-related defamation, including libel or slander, or invasion of privacy;
10. failure or refusal to create or enforce adequate workplace or employment policies and procedures, employ or promote, including wrongful failure to grant bonuses or perquisites, or grant tenure;
11. wrongful discipline, wrongful demotion, denial of training, deprivation of career opportunity, denial or deprivation of seniority, or evaluation;
12. employment-related wrongful infliction of emotional distress; or
13. negligent hiring, supervision of others, training, or retention committed or allegedly committed by any **Insured**, but only if such act is alleged in connection with a **Wrongful Employment Practice** set forth in 1. through 12. above; provided that the **Claim** alleging the negligent hiring, supervision of others, training, or retention is brought by or on behalf of any **Claimant** or **Outside Claimant**.

Z. **Wrongful Termination** means the actual, alleged or constructive termination of an employment relationship between a **Claimant** and the **Insured Organization**, or the actual or constructive termination of an employment relationship between an **Outside Claimant** and an **Outside Entity**, in a manner or for a reason which is contrary to applicable law or public policy, or in violation of an **Employment Agreement**.

### III. **EXCLUSIONS**

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#### A. **EXCLUSIONS APPLICABLE TO ALL LOSS**

1. The Company will not be liable for **Loss** for any **Claim** for any damage to, or destruction of, loss of, or loss of use of, any tangible property including damage to, destruction of, loss of, or loss of use of, tangible property that results from inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.
2. The Company will not be liable for **Loss** for any **Claim** for any bodily injury, sickness, disease, death, or loss of consortium; provided that this exclusion will not apply to that portion of a **Claim** seeking **Loss** for emotional distress, mental anguish, humiliation, or loss of reputation.
3. The **Company** will not be liable for **Loss** for any **Claim**:

- a. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant**;
- b. based upon or arising out of any request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any **Pollutant**; or
- c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**;

provided that this exclusion will not apply to **Claims** for **Retaliation**.

- 4. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding, including audits initiated by the Office of Federal Contract Compliance Programs, against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
- 5. The Company will not be liable for **Loss** for any **Claim** for any fact, circumstance, situation or event that is or reasonably would be regarded as the basis for a claim about which any **Executive Officer** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
- 6. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any fact, circumstance, situation, event or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Liability Coverage** is a direct renewal or replacement or which it succeeds in time.
- 7. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation; or for any actual or alleged violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), National Labor Relations Act (NLRA) or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; provided that this exclusion will not apply to **Claims** for **Retaliation**.
- 8. The Company will not be liable for **Loss** for any **Claim** for any liability of others assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.
- 9. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an **Employee** or **Outside Employee** or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA; provided that this exclusion will not apply to **Claims** for **Retaliation**.
- 10. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any **Wrongful Act** by a **Subsidiary** or any related **Insured Person** occurring at any time during which such entity was not a **Subsidiary**.
- 11. The Company will not be liable for **Loss** for any **Third Party Claim**:

- a. alleging price discrimination, or other violation of any antitrust or unfair trade practices law; or
  - b. against an **Insured Person** solely due to their service in an **Outside Position**.
- 12. The Company will not be liable for **Loss** for any **Claim** for any liability under any agreement governing the terms of the labor or service of an **Independent Contractor**, temporary worker or leased employee with the **Insured Organization** or for liability under any agreement governing the terms of the labor or service of any natural person independent contractor who performs labor or service solely for the **Outside Entity** on a full-time basis pursuant to a written contract or agreement.
- 13. The Company will not be liable for **Loss** for any **Claim** for violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided that this exclusion will not apply to:
  - a. **Claims for Retaliation**; or
  - b. any actual or alleged violation of the Equal Pay Act.

**B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES**

- 1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.
- 2. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking severance pay, damages or penalties under an express written **Employment Agreement**, or under any policy or procedure providing for payment in the event of separation from employment; or sums sought solely on the basis of a claim for unpaid services.

**IV. CONDITIONS**

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**A. SETTLEMENT**

- 1. The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that:
  - a. the **Insured** and the party bringing a **Claim** hereunder consent to the first settlement offer recommended by the Company (the "Settlement Offer") within thirty (30) days of being made aware of such offer by the Company; and
  - b. the amount of such Settlement Offer:
    - i. is less than the remaining applicable limit of liability available at the time; and
    - ii. combined with **Defense Expenses** incurred with respect to such **Claim**, exceeds the Retention;

the Retention will be retroactively reduced by ten percent (10%) with respect to such **Claim**.

2. If the **Insured** does not consent to the Settlement Offer within thirty (30) days of being made aware of such offer by the Company:
  - a. the Retention will not be reduced as provided in paragraph 1. above even if consent is given to the same or subsequent Settlement Offer; and
  - b. the **Insured** will be solely responsible for thirty percent (30%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for thirty percent (30%) of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** will not exceed the remaining applicable limit of liability.

## B. OTHER INSURANCE

1. This **Liability Coverage** is primary, except as expressly stated otherwise in this **Liability Coverage**.
2. Except as stated in paragraph 3. of section IV. CONDITIONS B., this **Liability Coverage** will apply only as excess insurance over, and will not contribute with any insurance that applies to any **Claim**:
  - a. against any leased or temporary worker; or
  - b. for a **Third Party Wrongful Act**.
3. With respect to **Claims** against **Insured Persons** for **Wrongful Employment Practices** in their **Outside Positions**, this **Liability Coverage** will apply only as excess insurance over, and will not contribute with:
  - a. any other valid and collectible insurance available to any **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Liability Coverage** by reference in such other policy to the Policy Number of this **Liability Policy**; or
  - b. indemnification to which an **Insured Person** is entitled from any **Outside Entity** other than the **Insured Organization**.
4. This **Liability Coverage** will not be subject to the terms of any other insurance.

## C. OUTSIDE POSITIONS - LIMIT OF LIABILITY

If any **Claim** against an **Insured Person** gives rise to an obligation both under this **Liability Coverage** and under any other coverage or policy of insurance issued by the Company or any of its affiliates to any **Outside Entity**, the Company's maximum aggregate limit of liability under all such policies for any **Loss**, for such **Claim** will not exceed the largest single available limit of liability under such coverage.

## WAGE AND HOUR LAW ENDORSEMENT

This endorsement modifies the following:

### Employment Practices Liability

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#### It is agreed that:

1. The following is added to section **III. CONDITIONS, C. LIMITS OF LIABILITY**, 1. of the Liability Coverage Terms and Conditions:

However, the Company's maximum limit of liability for **Defense Expenses** for all **Wage and Hour Law Claims** is further limited by the following:

The Company's maximum limit of liability for **Defense Expenses** for all **Wage and Hour Law Claims** under the Employment Practices Liability coverage will not exceed the Wage and Hour Law Claim Limit of Liability for all **Wage and Hour Law Claims** set forth in ITEM 5 of the Declarations, which amount is included within and not in addition to, any applicable limit of liability.

2. The following is added to section **III. CONDITIONS, D. ADDITIONAL DEFENSE COVERAGE** of the Liability Coverage Terms and Conditions:

The Company's maximum limit of liability for **Defense Expenses** for all **Wage and Hour Law Claims** under the Employment Practices Liability coverage that are paid pursuant to the **Additional Defense Limit of Liability** will not exceed the Wage and Hour Law Claim Limit of Liability for all **Wage and Hour Law Claims** set forth in ITEM 5 of the Declarations. Such **Defense Expenses** will be part of, and not in addition to, the Wage and Hour Law Claim Limit of Liability for all **Wage and Hour Law Claims** set forth in ITEM 5 of the Declarations and such Wage and Hour Law Claim Limit of Liability for all **Wage and Hour Law Claims** will be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

3. The following is added to ITEM 5. of the Declarations:

**Wage and Hour Law  
Claim Limit of Liability**                      \$ 100,000    for all **Wage and Hour Law Claims**

4. The following is added to section **II. DEFINITIONS** of the Employment Practices Liability coverage part:

**Wage and Hour Law Claim** means any **Employment Claim** for an alleged violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided that **Wage and Hour Law Claim** will not include **Claims** for **Retaliation** or any actual or alleged violation of the Equal Pay Act.

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5. The following is added to section II. **DEFINITIONS, Y. Wrongful Employment Practice** of the Employment Practices Liability coverage part:

**Wrongful Employment Practice** also means the violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**.

6. The following is deleted from section III. **EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL LOSS**, of the Employment Practices Liability coverage part:

13. The Company will not be liable for **Loss** for any **Claim** for violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided that this exclusion will not apply to:

a. **Claims** for **Retaliation**; or

b. any actual or alleged violation of the Equal Pay Act.

7. The following is added to section III. **EXCLUSIONS, B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES** of the Employment Practices Liability coverage part:

The Company will not be liable for **Loss**, other than **Defense Expenses** up to the Wage and Hour Law Claim Limit of Liability set forth in ITEM 5 of the Declarations, for any **Claim** for the violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided that this exclusion will not apply to:

a. **Claims** for **Retaliation**; or

b. any actual or alleged violation of the Equal Pay Act.

---

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OUTSIDE ENTITY TO INCLUDE ANY NON-PROFIT  
ENTITY ENDORSEMENT**

This endorsement modifies the following:

**Employment Practices Liability**

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**It is agreed that:**

The following replaces section **II. DEFINITIONS, O. Outside Entity**:

- O. **Outside Entity** means any corporation or organization:
  - 1. other than the **Insured Organization**, which is a non-profit entity; or
  - 2. specifically scheduled as an **Outside Entity** by endorsement to this **Liability Policy**.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYMENT-RELATED DISPARAGEMENT AND FALSE IMPRISONMENT ENDORSEMENT

This endorsement changes the following:

### Employment Practices Liability

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It is agreed that:

The following is added to section *II. DEFINITIONS*, *Y. Wrongful Employment Practice*:

**Wrongful Employment Practice** also means any actual or alleged employment-related disparagement and also means any actual or alleged false imprisonment.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Policy Number:

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## WORKPLACE VIOLENCE EXPENSES ENDORSEMENT

This endorsement changes the following:

### Employment Practices Liability

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#### It is agreed that:

1. The following is added to ITEM 5 of the Declarations:

**Workplace Violence Expenses Limit of Liability:**

\$250,000 for all **Workplace Violence Expenses**, which amount is in addition to, and not part of, any applicable limit of liability.

2. The following is added to section I. **INSURING AGREEMENT** of the **Liability Coverage**:

The Company will reimburse the **Insured Organization, Workplace Violence Expenses** incurred by the **Insured Organization** as a result of any **Workplace Violence Event**;

1. first occurring during the **Policy Period**; and,
2. reported to the Company as soon as practicable after an **Executive Officer** becomes aware such **Workplace Violence Event** has occurred, but in no event later than 90 days after the expiration of the **Policy Period**;

up to the amount of the **Workplace Violence Expenses** Limit of Liability set forth in ITEM 5 of the Declarations of this **Liability Coverage**.

3. The following is added to section II. **DEFINITIONS** of the **Liability Coverage**:

**Premise** means the buildings, facilities or properties occupied by the **Insured Organization** in conducting its business.

**Workplace Violence Event** means any intentional:

1. use of deadly force; or
2. threat of deadly force with the display of a lethal weapon;

which occurs on or in the **Premise** and which did or could result in bodily injury or death to an **Insured Person**.

**Workplace Violence Expenses** means the reasonable fees, costs, and expenses incurred and paid by the **Insured Organization** for:

1. the services of an independent security consultant for 90 days following a **Workplace Violence Event**;
2. the services of an independent public relations consultant for 90 days following a **Workplace Violence Event**;
3. counseling services provided to employees by an independent consultant on the **Premises** for up to 120 days following a **Workplace Violence Event**;
4. the services of an independent security guard(s) and other reasonable costs to secure the **Premises** for up to 15 days following a **Workplace Violence Event**; or
5. the services of an independent private forensic analyst for 120 days following a **Workplace Violence Event**.

4. The following is added to section **III. EXCLUSIONS** of the **Liability Coverage**:

The Company will not be liable for **Workplace Violence Expenses** based upon or arising out of a **Workplace Violence Event** arising out of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalization, requisition, or destruction of, or damage to, property by or under the order of any government, public or local authority; provided that this exclusion will not apply to any "act of terrorism" as defined in the Terrorism Risk Insurance Act of the United States of America as amended.

5. The following is added to section **III. CONDITIONS, B. RETENTION**, of the Liability Coverage Terms and Conditions:

No retention shall apply to **Workplace Violence Expenses** Coverage.

6. The following is added to section **III. CONDITIONS, C. LIMITS OF LIABILITY**, of the Liability Terms and Conditions:

The Company's maximum limit of liability for all **Workplace Violence Events** under the Employment Practices Liability coverage will not exceed the Workplace Violence Expenses Limit of Liability set forth in ITEM 5 of the Declarations.

The Workplace Violence Expenses Limit of Liability will be in addition to, and not part of, the **Liability Coverage Limit of Liability** as set forth in ITEM 5 of the Declarations.

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND WRONGFUL EMPLOYMENT PRACTICE DEFINITION ENDORSEMENT**

This endorsement changes the following:

**Employment Practices Liability**

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**It is agreed that:**

The following is added to section II. **DEFINITIONS, Y. Wrongful Employment Practice:**

**Wrongful Employment Practice** also means negligent employment reference.

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND WRONGFUL ACT DEFINITION ENDORSEMENT**

This endorsement changes the following:

**Employment Practices Liability**

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**It is agreed that:**

The following is added to section II. **DEFINITIONS, X. Wrongful Act:**

**Wrongful Employment Practice** or **Third Party Wrongful Act** includes such practice or act carried out by any means, including any electronic means of communication, such as the Internet, email, instant messaging, social networking services or blogs.

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND DEFINITION OF EMPLOYEE ENDORSEMENT**

This endorsement changes the following:

**Employment Practices Liability**

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**It is agreed that:**

The following replaces section II. **DEFINITIONS, D. Employee, 2.:**  
who is a volunteer or temporary worker, including interns; or

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND DEFINITION OF WORKPLACE HARASSMENT ENDORSEMENT**

This endorsement changes the following:

**Employment Practices Liability**

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**It is agreed that:**

The following replaces section II. **DEFINITIONS, W. Workplace Harassment:**

**Workplace Harassment** means any actual or alleged harassment, including bullying, other than **Sexual Harassment**, which creates a work environment that interferes with job performance, or creates an intimidating, hostile, or offensive work environment.

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **REDUCED LIMITS AND SEPARATE RETENTION FOR ANTITRUST CLAIMS ENDORSEMENT**

This endorsement modifies the following:

### **Non-Profit Organization Directors and Officers Liability**

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**It is agreed that:**

1. The following is added to section **III. CONDITIONS, B. RETENTION** of the Liability Coverage Terms and Conditions:

The Retention for each **Claim** set forth in ITEM 5 of the Declarations will not apply to any **Antitrust Claim** under the **Liability Coverage**, and instead, the Retention for each **Antitrust Claim** will be the **Antitrust Claims Retention** for each **Antitrust Claim** set forth in ITEM 5 of the Declarations.

2. The following is added to section **III. CONDITIONS, C. LIMITS OF LIABILITY**, 1. of the Liability Coverage Terms and Conditions:

However, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Antitrust Claims** is further limited by the following:

The Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Antitrust Claims** under the **Liability Coverage** will not exceed the **Antitrust Claims Limit of Liability** for all **Antitrust Claims** set forth in ITEM 5 of the Declarations. The **Antitrust Claims Limit of Liability** for all **Antitrust Claims** is included within, and not in addition to, the applicable **Liability Coverage Limit of Liability**, and is further subject to any applicable limits of liability.

3. The following is added to section **DEFINITIONS** of the **Liability Coverage**:

**Antitrust Claim** means a **Claim** for any actual or alleged violation of any law, rule, or regulation relating to antitrust, the prohibition of monopolies, activities in restraint of trade, unfair methods of competition or deceptive acts and practices in trade and commerce, including any actual or alleged violation of the Sherman Act, the Clayton Act, the Robinson-Patman Act, The Federal Trade Commission Act, the Hart-Scott-Rodino Antitrust Improvements Act, or any regulation or rule promulgated under any such Act.

4. The following is added to ITEM 5. of the Declarations:

<b>Antitrust Claims Limit of Liability:</b>	<b>\$250,000</b> for all <b>Antitrust Claims</b>
<b>Antitrust Claims Limit of Liability:</b>	<b>\$250,000</b> for each <b>Antitrust Claim</b>
<b>Antitrust Claims Retention:</b>	<b>\$0</b> for each <b>Antitrust Claim</b> under Insuring Agreement A.
	<b>\$5,000</b> for each <b>Antitrust Claim</b> under Insuring Agreement B.
	<b>\$5,000</b> for each <b>Antitrust Claim</b> under Insuring Agreement C.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DEFENSE EXPENSES IN ADDITION TO THE LIMIT ENDORSEMENT

This endorsement modifies the following:

### Non-Profit Organization Directors and Officers Liability and Employment Practices Liability Coverage

#### It is agreed that:

1. The following replaces the introductory paragraph on the Declarations:

**THE LIABILITY COVERAGES ARE WRITTEN ON A CLAIMS-MADE BASIS. THE LIABILITY COVERAGES COVER ONLY CLAIMS FIRST MADE AGAINST INSUREDS DURING THE POLICY PERIOD.**

2. The following replaces the introductory paragraph on the Liability Coverage Terms and Conditions:

**THIS IS A CLAIMS-MADE COVERAGE. PLEASE READ THE POLICY CAREFULLY.**

3. The following replaces the introductory paragraph on the Non-Profit Organization Directors and Officers Liability Coverage and the Employment Practices Liability Coverage:

**THIS IS A CLAIMS-MADE COVERAGE. PLEASE READ THE POLICY CAREFULLY.**

4. The following replaces section III. **CONDITIONS, C. LIMITS OF LIABILITY** of the Liability Coverage Terms and Conditions:

#### **C. LIMITS OF LIABILITY**

1. Liability Coverage Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, and further subject to any applicable **Liability Coverage Shared Limit of Liability** or **Annual Reinstatement of the Liability Coverage Limit of Liability**:

- a. the Company's maximum limit of liability for all **Loss**, excluding **Defense Expenses**, for all **Claims** under each applicable **Liability Coverage** will not exceed the remaining **Liability Coverage Limit of Liability** stated in ITEM 5 of the **Declarations** for each applicable **Liability Coverage**; and
- b. in the event that a **Claim** triggers more than one **Liability Coverage**, the Company's maximum limit of liability for all **Loss**, excluding **Defense Expenses**, for any such **Claim** will not exceed the sum of the remaining **Liability Coverage Limits of Liability** of the applicable **Liability Coverages**.

2. Liability Coverage Shared Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established; and further subject to any applicable **Annual Reinstatement of the Liability Coverage Limit of Liability**, if ITEM 4 of the **Declarations** indicates that more than one **Liability Coverage** has been purchased and a **Liability Coverage Shared Limit of Liability** is shown in ITEM 12 of the **Declarations**:

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- a. the Company's maximum limit of liability for all **Loss**, excluding **Defense Expenses**, for all **Claims** under all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the Declarations, will not exceed the remaining **Liability Coverage Shared Limit of Liability**; and
- b. if the **Liability Coverage Shared Limit of Liability** is exhausted by the payment of amounts covered under any **Liability Coverage** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the Declarations, the premium for all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the Declarations, will be fully earned, all obligations of the Company under all **Liability Coverages** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the Declarations, will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under any **Liability Coverage** subject to the **Liability Coverage Shared Limit of Liability**, as set forth in ITEM 12 of the Declarations.

3. Annual Reinstatement of the Liability Coverage Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 10 of the Declarations includes an **Annual Reinstatement of the Liability Coverage Limit of Liability**:

- a. the Company's maximum limit of liability for all **Loss**, excluding **Defense Expenses**, for all **Claims** made during each **Policy Year** will not exceed the remaining **Liability Coverage Limit of Liability** stated in ITEM 5 of the Declarations for each applicable **Liability Coverage** or, if applicable, the remaining **Liability Coverage Shared Limit of Liability**; and
- b. with regard to the Extended Reporting Period or the Run-Off Extended Reporting Period, if applicable, the Company's maximum limit of liability for all **Claims** made during the Extended Reporting Period or the Run-Off Extended Reporting Period will not exceed the remaining **Liability Coverage Limit of Liability** or, if applicable, the **Liability Coverage Shared Limit of Liability** for the last **Policy Year** in effect at the time of the termination or cancellation of the **Liability Coverage** or the **Change of Control**.

4. Other Provisions

In the event the amount of **Loss** exceeds the portion of the applicable limit of liability remaining after prior payments of **Loss**, the Company's liability will not exceed the remaining amount of the applicable limit of liability. In no event will the Company be obligated to make any payment for **Loss**, with regard to a **Claim** after the applicable limit of liability has been exhausted by payment or tender of payment of **Loss**, excluding **Defense Expenses**.

If a **Liability Coverage Limit of Liability** is exhausted by the payment of amounts covered under such **Liability Coverage**, the premium for such **Liability Coverage** will be fully earned, all obligations of the Company under such **Liability Coverage** will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under such **Liability Coverage**.

5. The following replaces section III. **CONDITIONS, E. CLAIM DEFENSE** of the Liability Coverage Terms and Conditions:

**E. CLAIM DEFENSE**

Duty-to-Defend coverage is provided with respect to this **Liability Policy** as indicated in ITEM 7 of the Declarations. The Company will have the right and duty to defend any **Claim** covered by a **Liability Coverage**, even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**; provided, that the Company will not be obligated to defend or to

continue to defend any **Claim** after the applicable limit of liability has been exhausted by payment of **Loss**, excluding **Defense Expenses**.

6. The following replaces section III. **CONDITIONS, P. ALLOCATION** of the Liability Coverage Terms and Conditions:

**P. ALLOCATION**

If there is a **Claim** under any **Liability Coverage** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by such **Liability Coverage** and also loss that is not covered by such **Liability Coverage** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, then such covered **Loss** and uncovered loss will be allocated as follows:

1. one hundred percent (100%) of **Defense Expenses** incurred by the **Insureds** who are afforded coverage for such **Claim** will be allocated to covered **Loss**; and
2. all loss other than **Defense Expense** will be allocated between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insured Persons**, the **Insured Organization**, and others not insured under such **Liability Coverage**. In making such a determination, the **Insured Organization**, the **Insured Persons** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of the applicable **Liability Coverage** and applicable law.

7. The following replaces section V. **CONDITIONS, B. SETTLEMENT** of the Non-Profit Organization Directors and Officers Liability Coverage:

**B. SETTLEMENT**

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of settlement (a "Settlement Offer") of any **Claim** which is acceptable to the claimant(s), and if the **Insured** refuses to consent to such Settlement Offer:

1. the Company will not be obligated to continue to defend the **Claim**;
2. the **Insured** will be solely responsible for one-hundred percent (100%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer; and
3. the **Insured** will be responsible for one-hundred percent (100%) of all **Loss**, including **Defense Expenses**, in excess of the Settlement Offer.

The Company's liability under this **Liability Coverage** for such **Claim** shall not exceed the remaining applicable limit of liability.

8. The following replaces section V. **CONDITIONS, E. OUTSIDE POSITIONS – LIMIT OF LIABILITY** of the Non-Profit Organization Directors and Officers Liability Coverage:

**E. OUTSIDE POSITIONS – LIMIT OF LIABILITY**

If any **Claim** against the **Insureds** gives rise to an obligation both under this **Liability Coverage** and under any other coverage or policy of insurance issued by the Company or any of its affiliates to any **Outside Entity**, the Company's maximum aggregate limit of liability under all such policies for all **Loss**, excluding **Defense Expenses**, for such **Claim** will not exceed the largest single available limit of liability under any such coverage.

9. The following replaces section **IV. CONDITIONS, A. SETTLEMENT** of the Employment Practices Liability Coverage:

**A. SETTLEMENT**

1. The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that:
  - a. the **Insured** and the party bringing a **Claim** hereunder consent to the first settlement offer recommended by the Company (the "Settlement Offer") within thirty (30) days of being made aware of such offer by the Company; and
  - b. the amount of such Settlement Offer:
    - i. is less than the remaining applicable limit of liability available at the time; and
    - ii. combined with **Defense Expenses** incurred with respect to such **Claim**, exceeds the Retention;the Retention will be retroactively reduced by ten percent (10%) with respect to such **Claim**.
2. If the **Insured** does not consent to the Settlement Offer within thirty (30) days of being made aware of such offer by the Company:
  - a. the Retention will not be reduced as provided in paragraph 1. above even if consent is given to the same or subsequent Settlement Offer; and
  - b. (i) the Company will not be obligated to continue to defend the **Claim**;  
(ii) the **Insured** will be solely responsible for one-hundred percent (100%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer; and  
(iii) the **Insured** will also be responsible for one-hundred percent (100%) of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer.

10. The following replaces section **IV. CONDITIONS, C. OUTSIDE POSITIONS – LIMIT OF LIABILITY** of the Employment Practices Liability Coverage:

**C. OUTSIDE POSITIONS - LIMIT OF LIABILITY**

If any **Claim** against an **Insured Person** gives rise to an obligation both under this **Liability Coverage** and under any other coverage or policy of insurance issued by the Company or any of its affiliates to any **Outside Entity**, the Company's maximum aggregate limit of liability under all such policies for any **Loss**, excluding **Defense Expenses**, for such **Claim** will not exceed the largest single available limit of liability under such coverage.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

## AMEND THE DEFINITION OF SUBSIDIARY ENDORSEMENT

This endorsement changes the following:

**Non-Profit Organization Directors and Officers Liability, Employment Practices Liability**

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**It is agreed that:**

1. The following replaces section **DEFINITIONS**, **Subsidiary** in the **Liability Coverage**:

**Subsidiary** means:

1. any non-profit entity organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, or functional equivalent, or, in the case of any non-profit entity that does not issue securities, over which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** has the ability to exercise managerial control;
  2. any for-profit entity, provided that it has been added specifically by endorsement to this **Liability Coverage's** definition of **Subsidiary**, or
  3. subject to the provisions set forth in section **III. CONDITIONS, L. ACQUISITIONS** of the Liability Coverage Terms and Conditions, any non-profit entity that the **Insured Organization** acquires or forms during the **Policy Period** in which the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, or functional equivalent, or, in the case of any non-profit entity that does not issue securities, on or before the Inception Date set forth in ITEM 2 of the Declarations, over which the **Named Insured** has the ability to exercise managerial control.
2. The following is added to section **EXCLUSIONS**, **A. EXCLUSIONS APPLICABLE TO ALL LOSS** in the **Liability Coverage**:

Notwithstanding the provisions set forth in section **III. CONDITIONS, L. ACQUISITIONS** of the Liability Coverage Terms and Conditions, the Company will not be liable for **Loss** for any **Claim** based upon or arising out of the ownership, control, management or operations of any for-profit entity of the **Insured Organization** until and unless it has been added specifically by endorsement as a **Subsidiary** to this **Liability Coverage**.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SCHEDULED BROAD PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT

This endorsement modifies the following:

### Non-Profit Organization Directors and Officers Liability

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#### It is agreed that:

The following is added to **EXCLUSIONS APPLICABLE TO ALL LOSS**:

The Company will have no liability for **Loss** for any **Claim** based upon or arising out of any actual or alleged act, error or omission by any **Insured** with respect to the rendering of, or failure to render, professional services for any party in connection with the following business of the **Insured Organization**:

#### Legal Services

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

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**SPECIMEN - QUOTE 1**

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WASHINGTON CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement modifies insurance provided under the following if applicable:

- Liability Policy
- Kidnap and Ransom Policy
- Identity Fraud Expense Reimbursement Policy

It is agreed that:

The CANCELLATION section of this policy is replaced by the following:

CANCELLATION

The Company may cancel this policy for failure to pay a premium when due, in which case **(twenty) (20)** days (number of days must equal or exceed twenty (20) days) written notice, shall be given to the **Named Insured or Insurance Representative**, unless payment in full is received within twenty (20) days of the **Named Insured or Insurance Representative's** receipt of such notice of cancellation. The Company will mail, by first class or registered mail, or deliver to the **Named Insured or Insurance Representative** at the last mailing address known to us. The Company shall also provide such notice to any mortgage holder, pledgee or other person shown on this policy to have an interest in any loss which may occur under this policy. The Company shall have the right to the premium amount for the portion of the **Policy Period** during which this policy was in effect.

Subject to the provisions set forth in Liability Coverage Terms and Conditions Section III. CONDITIONS K. CHANGE OF CONTROL, if applicable, the **Named Insured or Insurance Representative** may cancel any coverage by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. In the event the **Named Insured or Insurance Representative** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this policy upon its expiration. If the Company decides to renew, it must provide the **Named Insured or Insurance Representative** with renewal terms and premium **(twenty) (20)** days (number of days must equal or exceed twenty (20) days) prior to the Expiration Date of the current policy. If the premium is not paid, the policy is nonrenewed.

If the Company elects not to renew, it will provide to the **Named Insured or Insurance Representative** written notice to that effect, via first class or registered mail, or delivery, and in **(forty-five) (45)** days (number of days must equal or exceed forty-five (45) days) before the Expiration Date set forth in ITEM 2 of the Declarations. The notice of nonrenewal will state the reason(s) for nonrenewal, will be sent to the last mailing address known to the Company, with a copy also sent to the agent or broker of record within five (5) working days of sending notice to the **Named Insured or Insurance Representative**. The Company shall also provide such notice to any mortgage holder, pledgee or other person shown on this policy to have an interest in any loss which may occur under this policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**  
Policy Number:

# 2020-2021 District and Municipal Court Judges' Association Nominating Committee

Listserv Address: [DMCJANC@listserv.courts.wa.gov](mailto:DMCJANC@listserv.courts.wa.gov)

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## Members

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**Judge Samuel G. Meyer, Chair**  
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## Charges

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1. The Nominating Committee shall annually select not more than two candidates for Vice-President, Secretary/Treasurer, President-Elect, and three Board member-at-large positions. The Board member-at-large positions shall be for three-year terms.
2. The report of the Nominating Committee shall be submitted to the Board at its March meeting. The names of the nominees will be published in the written notice of the Spring Conference and in the Minutes of the Board's March meeting. Nominations for all offices except President may be made by the members at the Spring Conference.
3. The Nominating Committee shall make nominations for other vacancies on the Board.

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## Budget

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Budget: \$400

Updated 10/7/2020

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