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No. 85202-2

SUPREME COURT
OF THE STATE OF WASHINGTON

IN THE MATTER OF THE PETITION OF THE CITY OF
WOODINVILLE a Washington optional code, non-charter
municipal corporation, TO ACQUIRE BY
CONDEMNATION CERTAIN REAL PROPERTY FOR
PUBLIC USE AS AUTHORIZED BY ORDINANCE NO.
449 OF SAID CITY,

Condemnor/Respondent,

v.

HOLLYWOOD VINEYARDS, LIMITED
PARTNERSHIP, a Washington limited partnership,

Condemnee/Appellant.

BRIEF OF RESPONDENT

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A. INTRODUCTION

The main issue presented by this Appeal is whether a written offer of settlement, made by the City more than thirty days prior to trial, conditionally accepted by the property owner in a signed CR2 Settlement Agreement, that remained open past the thirtieth day prior to trial is a qualifying offer under RCW 8.25.070? If this issue is decided affirmatively, it is unnecessary for the court to decide the remaining issue.¹

Many pages of Hollywood Vineyards Limited Partnership's ("HVLP") Opening Brief, along with the outrageous volume of Clerk's Papers designated by HVLP for this Appeal, are irrelevant to the very discrete legal issue presented by this appeal -- whether or not HVLP is entitled to the recovery of attorney and expert witness fees under RCW 8.25.070. The extraneous briefing and voluminous clerks papers appear as an undisguised attempt by HVLP to prejudicially influence the Court's decision-making on the real issue before the court. HVLP argues that it has suffered at the hands of the City's "*piecemeal litigation strategy designed to significantly increase the costs to the condemnee*"² and that

¹ The City identifies two issues on page 5 of this brief.

² Opening Brief at page 2.
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this case presents an “*access to justice*”³ issue. The City vigorously disputes these allegations and notes for the record that this is a good example of the pot calling the kettle black.

Even a “cursory” review of the 2,841 pages of clerks papers demonstrates that most of the trial continuances HVLP cites as evidence of the City’s delay tactics were the result of stipulated motions and/or orders of continuance.⁴ HVLP, not the City, initiated the lawsuit against MJR Development, King County Cause No. 09-2-06908-5 SEA, and a separate lawsuit against the City of Woodinville, King County Cause No. 07-2-22368-1 (adverse possession).⁵ HVLP appealed the dismissal of its adverse possession case against the City and filed this appeal, protracting its own litigation expenses.⁶ The lawsuit filed by MJR Development against the City in May of 2009⁷ is the result of an action by a third party and is not at all relevant to the condemnation proceedings, because the claims made by MJR development against the City were related to

³ Opening Brief at page 36.

⁴ After the October 5, 2009 CR2 Settlement Agreement was signed all trial continuances through the June 28 trial setting were on stipulated orders of trial continuance. At the same time the parties agreed to stay proceedings in the Court of Appeals on Gorman’s (HVLP) appeal of the dismissal of his adverse possession case against the City, *Gorman v. City of Woodinville*, King County Cause No. 07-2-22368-1 (Opening Brief at 15) Court of Appeals No. 65053-9-1 (Opening Brief at 16).

⁵ Opening Brief at 14 and 15.

⁶ Opening Brief at 16.

⁷ Opening Brief at 14-15.

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frontage improvement costs owed to the City pursuant to a Development Agreement, in which HVLP had no interest. HVLP asks the court to take judicial notice of these cases,⁸ but does not explain why they are relevant to the discrete issue before the court on this appeal. Most egregious, however, is the argument made by HVLP that at the October 5, 2009 mediation, the City did not disclose the lawsuit and its issues with MJR.⁹ Not only does the City dispute this claim, but HVLP's assertion and the dispute it generates runs afoul of RCW 5.60.070. What the parties individually disclosed to the mediator and what the mediator reported to the parties are confidential disclosures.

The record admitted to by HVLP at pages 7 - 9 of its Opening Brief also demonstrates that all of the City's offers of settlement made prior to the trial date were well in excess of the \$190,000 valuation contained in the City's updated appraisal exchanged on June 4, 2010. HVLP's argument that the City's updated appraisal prejudiced their ability to evaluate the decision whether to proceed with trial,¹⁰ is both irrelevant to this appeal and nonsensical. HVLP opposed the City's motion to continue the June 28 trial date. CP 2652 - 2665. Simply put, the claims

⁸ Opening Brief at 12-13.

⁹ Opening Brief at 15.

¹⁰ Opening Brief at 28.

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and argument made by HVLP in its briefing that the City has engaged in a course of conduct designed to increase the cost of litigation for HVLP are not only irrelevant to the attorney fee/expert witness fees issued under RCW 8.25.070, but are factually baseless, unwarranted by existing law, and appear interposed to harass and cause the City unnecessary time and expense in responding to the Opening Brief.

Notwithstanding the sanctionable claims, arguments and needless clerks papers,¹¹ the argument made by the City's in this brief focuses upon the relevant issues pertaining to the trial court's denial of attorney's fees and expert witness fees under RCW 8.25.070. Contrary to the arguments of HVLP, Washington law is clear with respect to what constitutes a "qualifying offer" under RCW 8.25.070 -- a written settlement offer that is in effect thirty days prior to trial. No specific format for the written offer is required. The City's settlement offer, made during mediation on October 5, 2009 and memorialized in the signed CR2 Settlement Agreement, constituted the City's "highest written offer" for purposes of RCW 8.25.070 because it was made in writing and was the last written settlement offer made by the City to HVLP remaining in effect thirty days prior to trial. There is no requirement under RCW 8.25.070 ("the statute")

¹¹ See RAP 18.9(a).
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that the City must provide specific notice to HVLP that the offer being made in mediation constitutes a “qualifying offer” or that the City was treating it as a 30-day offer under the statute. The assertion by HVLP that their attachment of a condition to the acceptance of the City’s offer in settlement negates consideration of the offer for purposes of the statute is ridiculous. Any offer of settlement is subject to being accepted, rejected or conditionally accepted. The fact that HVLP insisted upon a condition of acceptance that involved the action of a third party may have made satisfaction of the condition difficult, but does not negate the making of the offer. The condemnor is required only to make an offer of settlement, not to make offer of settlement that is or will be accepted by the property owner. For these reasons, the Court should affirm the trial court’s denial of attorney fees and costs to HVLP.

B. ISSUES

1. Whether or not a written offer of settlement made by a condemnor more than thirty days prior to trial, that is conditionally accepted by the property owner in a written CR2 Settlement Agreement, and that remains open past the thirtieth day prior to trial is a “written offer in settlement” (“qualifying offer”) for purposes of RCW 8.25.070(1)(b).

2. If the written offer in the CR2 Settlement Agreement is not a qualifying offer, were the prior written offers made and withdrawn by the City more than thirty days in advance of trial qualifying offers for purposes of RCW 8.25.070(1)(b)?

C. STATEMENT OF THE CASE

HVLP seeks direct review by the Supreme Court of the trial court's "Order Re: Petition for Award of Attorney Fees and Costs" entered on September 21, 2010.¹² *CP* at 2510 - 2512. The Order was issued in response to a motion for an award of attorney fees and costs filed by HVLP after the jury verdict but prior to the entry of a final judgment by the trial court. *CP* at 1545 - 1615. In the case below, the City of Woodinville condemned a portion of HVLP's property. The jury awarded HVLP \$215,000.00 as the just compensation owed. *CP* at 2513 - 2520. As described below, the jury's award was substantially less than any of the City's multiple written settlement offers, including the City's last written settlement offer in effect thirty days prior to trial. *CP* at 2056 - 2067. Trial commenced on June 28, 2010.

¹² The City of Woodinville filed with the Supreme Court a Motion to Dismiss HVLP's Appeal because of HVLP's failure to designate for review the final judgment in its notice of appeal and because of HVLP's decision to withdraw funds from the court registry, which waived appellate review. Oral Argument was heard by the Supreme Court Commissioner, who deferred a decision on the motion to the panel of justices deciding the request for direct review.
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Well in advance of trial, on September 18, 2009, the City made a written settlement offer of \$240,000.00, more than double the initial appraised value received by the City from its appraisers. Opening Brief at 10 and 7. This offer was not accepted prior to the October 5, 2009 expiration date stated in the written offer. STATEMENT OF GROUNDS at Appendix E and *CP* at 7.

On October 5, 2009, the parties participated in a mediation with a mediation professional. The City made a written settlement offer of \$317,500.00, memorialized in a written settlement agreement. *CP* at 0874 - 0876, Opening Brief at 8 and STATEMENT OF GROUNDS at Appendix F. The City's settlement offer was contingent only upon City Council approval, which approval was obtained the following day on October 6, 2009. *CP* at 2056 - 2057. Settlement and acceptance of the City's offer by HVLP was made contingent upon a third party, MJR Development, granting HVLP an easement for ingress and egress over the property immediately to the west of HVLP's property. This condition for acceptance of the settlement by HVLP was insisted upon by HVLP at the mediation. *CP* at 2497 - 2501. The City's settlement offer of \$317,500.00 contained in the settlement agreement had no expiration date, and consequently, remained open until the time of trial.

On October 8, 2009, the trial court continued the trial date to January 19, 2010 on stipulation of the parties. *CP* at 274 - 277; STATEMENT OF GROUNDS at Appendix G. In anticipation of the impending trial date, on December 31, 2009, the City moved the trial court for an order compelling HVLP to negotiate in good faith with MJR Development for an easement for ingress and egress as described above. The City also moved for sanctions because, in its view, HVLP was demanding an easement from MJR Development which was far broader in scope than that described in the settlement agreement. Namely, HVLP was requesting an easement over MJR Development's property for both ingress and egress and customer parking. *CP* at __.¹³ The City withdrew the motion upon entry of a stipulated order continuing the trial date, allowing HVLP more time to negotiate its desired easement from MJR Development. *CP* at __.¹⁴

As time marched on without satisfaction or waiver of the contingency to settlement by HVLP, the City extended to HVLP an alternative settlement offer of \$307,000.00 on March 18, 2010.

¹³ The City has filed a Supplemental Designation of Clerks Papers requesting that subjects 77 "Motion to Compel" and 78 "Declaration of Greg A. Rubstello" be included in the clerks papers.

¹⁴ The City has filed a Supplemental Designation of Clerks Papers requesting that subjects 80 "Motion to Change Trial Date" and 83 "Order for Continuance of Trial Date" be included with the clerks papers.
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STATEMENT OF GROUNDS at Appendix H and Opening Brief at 9. This offer was specifically stated to be “. . . *considered as an optional means to settlement in addition to the conditioned settlement reached in mediation . . .*.” As noted in the trial court Order of September 21, 2010, the written offer of \$317,500.00 made during mediation remained in effect. The *optional* offer was not accepted and expired on March 26, 2010.

On June 16, 2010, the City again moved for an order compelling HVLP to negotiate in good faith with MJR Development for the easement described in the settlement agreement and for sanctions on similar grounds to that espoused in the December 31, 2009 motion to compel. *CP* 2652 - 2665. The trial court orally denied this motion on June 18, and the case proceeded to trial on June 28, 2010.

After the jury returned a verdict of \$215,000.00, an amount less than any of the City's pre-trial written settlement offers, HVLP moved for an award of attorney fees and expenses. *CP* at 1545 - 1615. HVLP argued that the City did not have a written settlement offer in effect thirty days prior to trial as required by RCW 8.25.070. The trial court denied the motion on September 21, 2010. *CP* at 2510 - 2512; HVLP's Appendix O and N. In that Order, the trial court specifically concluded that the

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October 5, 2009 conditional settlement agreement containing the \$317,500 was still in place on the 30th day prior to trial and that the March 18, 2010 settlement offer had not revoked the October 5, 2009 settlement agreement as a matter of contract law.

Following entry of the Order denying the motion for attorney fees and expenses, the trial court entered its written Judgment and Decree of Appropriation, which Judgment included specific language stating that HVLP did not qualify for attorney fees and expenses under RCW 8.25.070. *CP* at 2513 - 2520.

D. ARGUMENT

1. RCW 8.25.070(1)(b) provides the sole basis for an award of attorney and expert witness fees in a condemnation action initiated by a City.

RCW 8.25.070 provides, in relevant part:

(1) Except as otherwise provided in subsection (3) of this section, if a trial is held for the fixing of the amount of compensation to be awarded to the owner or party having an interest in the property being condemned, the court shall award the condemnee reasonable attorney's fees and reasonable expert witness fees in the event of any of the following:

(a) If condemnor fails to make any written offer in settlement to condemnee at least thirty days prior to commencement of said trial; or

(b) If the judgment awarded as a result of the trial exceeds by ten percent or more the highest written offer in settlement submitted to those condemnees appearing in the action by condemnor in effect thirty days before the trial.

Despite HVLP's lengthy argument in its Opening Brief asserting that "just compensation" does not necessarily make a condemnee whole, that condemnees are subject to the unjust expenses of defending condemnation proceedings, and that modern commentators are concerned that the condemnation process foments abuse, the Washington Legislature has determined that attorney fees are available to condemnees only in the situations described in subsections (a) or (b) of the above statute. Because the judgment awarded by the jury (\$215,000.00) did not exceed the last written settlement offer made by the City (\$317,500.00) in effect 30 days prior to trial, HVLP is not entitled to attorney fees and expert witness fees under RCW 8.25.070(1)(a) or (b).

2. Washington law has clearly defined what is required for a "qualifying offer" under RCW 8.25.070.

HVLP argues that there is "apparent confusion as to what constitutes a qualifying offer within the meaning of RCW 8.25.070." HVLP's Statement of Grounds for Direct Review, p. 9. To the contrary, only HVLP is confused. RCW 8.25.070 requires only that a settlement offer (1) be in writing, and (2) be in effect thirty days prior to the

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commencement of trial. These requirements are consistent with RCW 8.25.010.¹⁵ RCW 8.25.070, in effect, provides a potential penalty to a Condemnor if it fails in its statutory obligation to make a written settlement offer at least 30 days prior to trial.

The statute does not require a specific form of settlement offer, other than that it be in writing. *See State v. Costich*, 152 Wn.2d 463, 476, 98 P.3d 795 (2004) (there is no requirement that a 30-day offer be itemized). As admitted by HVLP, RCW 8.25.070 “does not contain specific language that notice of a 30-day offer must be given to the condemnee.” HVLP’s Opening Brief, p. 38. Because RCW 8.25.070 does not specify any particular form requirements for the settlement offer, the City had no obligation to label the written offer made by the City in the written CR2 Settlement Agreement as a “30-day” offer pursuant to RCW 8.25.070. Nor was the City required to notify HVLP that it intended to treat the October 5th settlement offer as a qualifying offer pursuant to RCW 8.25.070. All that is required under RCW 8.25.070 is that the written offer be in effect thirty days prior to trial. There is no durational

¹⁵ RCW 8.25.010 provides that: “In all actions for the condemnation of property, or any interest therein, at least thirty days prior to the date set for trial of such action the condemnor shall serve a written statement showing the amount of total just compensation to be paid in the event of settlement on each condemnee who has made an appearance in the action.”

time specified that the offer remain open. The legislative (public) purpose of the statute is accomplished by the making of the offer.

HVLP seeks the court to impose a technical requirement not required by statute in order to avoid the consequences of its own failure to unconditionally accept the City's offer in settlement. HVLP was obviously present at the October 5, 2009 mediation, received the written offer, knew the contents of the offer, and conditioned its acceptance of the offer on a contingency before signing the CR2 Settlement Agreement. HVLP was not required to "guess" whether the settlement offer was made pursuant to RCW 8.25.070. It must consider all written offers as coming within the statute. The settlement offer in the written agreement met the straight-forward statutory requirements. It is for the legislature and not this Court to require that a settlement offer must be identified as a 30-day offer within the meaning of RCW 8.25.070 in order to be a qualifying offer, as asserted by HVLP. No such requirement is implied from the existing statutory language.

Although the statutes governing condemnation procedures are replete with requirements demanding that written notice be given to condemnees at various stages of the proceedings, as pointed out by HVLP, the Legislature is noticeably silent with respect to a "30-day" label or

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notice for purposes of RCW 8.25.070. Even if the Court believes that notice “should” be required, as suggested by HVLP, to date, the Legislature has not required such a notice. The Court should not inject such a requirement into RCW 8.25.070’s unambiguous language.¹⁶

3. The City’s offer made during the October 5th mediation constituted a “qualifying offer” under RCW 8.25.070.

As stated in Section 2 above, RCW 8.25.070 requires only that a settlement offer (1) be in writing, and (2) be in effect thirty days prior to trial. Each of these elements is examined in turn below.

a. The City’s settlement communication made on October 5th during mediation constituted an “offer.”

As recognized by HVLP in its Opening Brief at page 30, “an offer consists of a promise to render a stated performance in exchange for a return promise being given.” *Pacific Cascade Corp. v. Nimmer*, 25 Wn. App. 552, 556, 608 P.2d 266 (1980) (citing RESTATEMENT OF CONTRACTS, § 24 (1932)). The City promised to pay HVLP just compensation in the amount of \$317,500.00 in exchange for acquiring certain property owned by HVLP. The only condition placed on the

¹⁶ The City notes that the Court does not have authority to impose such a notice requirement at this stage under *State v. Thorne*, 129 Wn.2d 736, 769, 921 P.2d 514 (1996), as suggested by HVLP. As explained in Section 3 of the Argument below, attorney fees and costs are not property rights to which “due process” rights attach. Therefore, this Court has no authority to amend the statute to impose additional due process requirements.
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City's offer was City Council approval, which was subsequently obtained the same day of the mediation. There should be no question that this constituted an offer within the meaning of the Restatement.

That a condition precedent was included in the Conditional Settlement Agreement is not a stumbling block to the validity of the settlement *offer*. In the Conditional Settlement Agreement reached at the mediation, the City and HVLP agreed that HVLP would need to acquire an easement from a third party, MJR Development, in order to accept the offer. This contingency was added to the Agreement at HVLP's insistence. However, this sole remaining contingency was only a stumbling block to a *binding settlement*, and had no effect whatsoever on whether the City made a valid *offer*. Although it is true that where there is a condition precedent to the formation of a contract, the contract itself does not arise unless and until the condition occurs, RCW 8.25.070 says nothing about the existence of an agreement. RCW 8.25.070 only requires that a written *offer* be made within thirty days of trial. Thus, thirty days prior to trial, the City had made an unconditional offer, which HVLP accepted subject to the condition that MJR Development grant an easement.

b. The City's offer was made in writing.

There is also no question that the City's offer made at the October 5th mediation was in writing, *i.e.*, it was not orally communicated. HVLP has misconstrued the meaning of "writing" to suggest that the offeror must include a notice that the offer constitutes an offer under RCW 8.25.070. However, as discussed above in Section 1, the term "writing" does not imply that such a label or notice must be included in the offer.

c. The City's offer was in effect 30 days prior to trial.

RCW 8.25.070(1)(a) requires that a written settlement offer be made at least thirty days prior to commencement of the trial. *Costich* interpreted this requirement as a temporal proximity, rather than a durational, requirement. As a temporal proximity requirement, the offer was not required to stay open for a 30-day period prior to trial, but was required to be in effect 30 days before trial.

The City's settlement offer made during the October 5th mediation was still in effect on the 30th day prior to trial because it had no expiration date and because it was not revoked by the City's March 18th offer. The City vehemently disputes any assertion by HVLP that it has "acknowledged that no offer was in place 30 days prior to trial." *See* Appellant's Opening Brief, p. 30.

The trial judge properly examined the effect of the City's March 18, 2010, offer of \$307,000.00, which expired on March 26, 2010. This offer was specifically stated to be “. . . *considered as an optional means to settlement in addition to the conditioned settlement reached in mediation . . .*” Because the March 18th offer was made as an optional settlement in addition to the conditioned settlement reached in mediation, it did not revoke the October 5th conditional settlement. “Optional” and “in addition to” are unambiguous terms from which the City's objective intent is to be determined. Washington follows the objective manifestation theory of contracts. The courts are to look to the parties' intent as objectively manifested rather than their unexpressed subjective intent, and therefore, the Court must give the unambiguous terms of the March 18th offer full effect. *See Hearst Commc'ns, Inc. v. Seattle Times Co.*, 154 Wn.2d 493, 504, 115 P.3d 262 (2005).

4. HVLP's due process rights have not been violated.

The denial of attorney's fees and expert witness fees under RCW 8.25.070 does not rise to the level of a constitutional violation. In order to establish a violation of its procedural due process rights, HVLP must prove a deprivation of its property rights. *See Donahue v. Central*

Washington Univ., 140 Wn. App. 17, 27, 163 P.3d 801 (2007); Wash. Const. art. I, § 3.

In *Petersen v. Port of Seattle*, 94 Wn.2d 479, 487, 618 P.2d 67 (1980), this Court expressly rejected the contention that attorney's fees and costs are "property rights" guaranteed by the constitution in condemnation proceedings. There, the Petersens contended that their claim for fees was founded upon their constitutional right to just compensation. Thus, according to the Petersens, the legislature's 1977 amendments to the recovery of fees, imposing the 10% computation in RCW 8.25.070, were unconstitutional. This Court rejected the contention, stating: "Just compensation, in a constitutional sense, is defined as fair market value. While the determination of market value must be fair and equitable, absent a statute, fees are not recoverable as an aliquot part of just compensation under the constitution." *Petersen*, 94 Wn.2d at 487 (citing *Lange v. State*, 86 Wn.2d 585, 547 P.2d 282 (1976); Annot., *Eminent Domain-Attorney Fees*, 26 A.L.R.2d 1295 (1952)). Since *Petersen*, Washington courts have upheld this position. See *State v. Costich*, 117 Wn. App. 491, 72 P.3d 190 (2003), *overruled on other grounds by State v. Costich*, 152 Wn.2d 463, 98 P.3d 795 (2004) (just compensation means fair market value). Because the award or denial of

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attorney fees and costs is *not* a part of the just compensation guarantee of Wash. Const. art. I, § 16, but rather is controlled by statute, HVLP has not demonstrated that its property rights were deprived by any alleged failure of the City to give it notice of the 30-day offer.

5. If the City's settlement offer of \$317,500 in the CR2 Settlement Agreement is for any reason not a qualifying offer under RCW 8.25.070(1)(b), then the City's March 18, 2011 written settlement offer is to be measured against the judgment amount of \$215,000 for purposes HVLP's entitlement to attorney and expert witness fees under RCW 8.25.070(1)(b).

Even if the City's written settlement offer in the CR2 Settlement agreement does, for any reason, not qualify as a written offer under RCW 8.25.070(1)(b), the written offer of \$307,000, made by the City on March 18, 2010, more than 30 days prior to trial does qualify. It exceeds the court's condemnation award of \$215,000 in the final judgment as did the City's earlier offer of \$240,000 in September, 2009. The offer was made in writing and indented as a 30-day offer. The offer was not accepted by HVLP prior to its expiration on March 25, 2010.

HVLP disputes that the March 18, 2010 offer qualifies under the statute because it was not an open offer on the 30th day prior to trial. It cites to *Costich, supra* and to *Central Puget Sound Regional Transit Authority v. Eastey*, 135 Wn. App. 446, 144 P.3d 322 (2006) as authority

for its position. In *Costich* this court identified the requirement of RCW 8.25.070 as *temporal* rather than *durational*, meaning the offer had to be in effect 30 days prior to trial but was not required to be in effect during the 30-day period prior to trial as argued by *Costich*. The court's opinion reviewed the history of the statute and clearly demonstrated the statute was amended in 1984 to make sure it was the last offer that was in effect 30 days prior to trial that was measured against the compensation award by judgment instead of an earlier higher offer. *Costich* at 478. Nowhere in the opinion does it mandate the offer be open on the 30th day prior to trial.

In *Eastey*, however, Division I in dictum stated the offer needed to be in effect on the 30th day to be considered a qualifying offer, citing to *Costich*. *Eastey* at 454. The appeals court misinterpreted *Costich* and ignored the legislative history examined in *Costich* demonstrating that the purpose of the legislation was to prevent an earlier higher offer to be used in the measurement against the compensation awarded by the court instead of a later lower offer of settlement. The appeals court misinterpretation of *Costich* should be acknowledged and corrected. The early making of written settlement offers that encourage acceptance by the condemnee should be encouraged. Requiring that a settlement offer must be open on

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the 30th day prior to trial would place no incentive on a condemnee to respond positively to early settlement offers from the condemnor made with the intent to avoid the costs of litigation borne by both parties in a condemnation action.

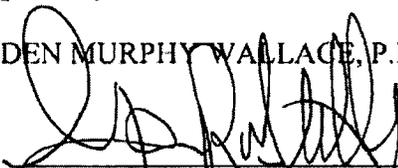
E. CONCLUSION

For the foregoing reasons, the City requests that the Court affirm the trial court's denial of attorney fees and costs to HVL.P.

RESPECTFULLY SUBMITTED this 24th day of February, 2011.

Respectfully submitted,

OGDEN MURPHY WALLACE, P.L.L.C.

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From: Kay Richards [<mailto:krichards@omwlaw.com>]
Sent: Friday, February 25, 2011 10:01 AM
To: OFFICE RECEPTIONIST, CLERK
Cc: Greg A. Rubstello
Subject: FW: Woodinville v. HVLP, No. 85202-2

Dear Clerk of the Supreme Court:

Attached for filing with the Court today in *City of Woodinville v. Hollywood Vineyards Limited Partnership*, No. 85202-2, is "Brief of Respondent." I am a Legal Assistant filing for the following attorneys:

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