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DIVISION III
STATE OF WASHINGTON
By _____

COA No. 301648

**IN THE COURT OF APPEALS, DIVISION III
OF THE STATE OF WASHINGTON**

LISA BUHR,

Appellant,

v.

STEWART TITLE COMPANY,

Respondent.

APPELLANT'S OPENING BRIEF

MARY SCHULTZ
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Attorney for Appellant

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I. ASSIGNMENT OF ERROR.

1. The court abused its discretion in terminating Plaintiff's ability to conduct discovery seven months prior to trial.

2. The trial court erred in dismissing employer Stewart Title National from this action.

II. ISSUES PRESENTED FOR REVIEW.

1. Where a trial court terminates plaintiff's entitlement to conduct meaningful discovery without reasonable cause, does such an action require reversal and retrial?

2. Does Washington's Law Against Discrimination, RCW 49.60 et seq., allow for national companies operating locally to avoid liability for their local entities' discrimination?

III. STATEMENT OF THE CASE.

Lisa Buhr is disabled. On Oct. 1, 2009, she filed a complaint against Stewart Title Company (hereafter, "Stewart National") and Stewart Title of Spokane, LLC (hereafter, "Stewart Local") for both defendant corporations' violation of this state's anti discrimination law, RCW 49.60 et seq. as to both her treatment at work, and in her

discharge from employment.¹ *CP 3-19, Original complaint, and see CP 20-34, Amended Complaint.* Her complaint alleges that Respondent Stewart National and its Stewart Local were her joint employers. *CP 4, para. 2.6; CP 21, para 2.6.*² Ms. Buhr also alleged parent subsidiary liability—i.e., that Stewart National directly controlled all material aspects of its local subsidiary, that employees held themselves out as being employed by the National company, and that parent corporation liability existed. *CP 5; CP 22, both at paras. 4.1 - 4.5.*

The Hon. Annette Plese, as trial court, issued the first case scheduling order on January 8, 2010. *CP 2014.* The discovery cutoff was January 10, 2011. *Id.* Prior to the cut-off, and within the time identified by the trial court’s scheduling order for either party to request a continuance of trial, Ms. Buhr filed a motion to continue trial. *CP 74-76, filed Dec. 22, 2010.*

The record reflects that in the preceding months, “The Stewarts,” i.e., both defendant companies acting together, had engaged

¹ Ms. Buhr also made claims under the Washington State Family Leave Act, RCW 49.78.010 et seq., the Minimum Wage Act, RCW 49.46 et seq., and the Wage Rebate Act, RCW 49.52 et seq.

² She alleged that at the time of all acts alleged, “Plaintiff Buhr was employed with Defendant Companies through her employment with defendant Stewart Title of Spokane, and thereby also employed by defendant Stewart Title (National).” *Id.*

in numerous substitutions of joint counsel. Originally, both entities appeared through counsel Sheryl Willert at Williams, Kastner & Gibbs in Seattle on October 20, 2009. *CP 35*. On August 4, 2010, the law firm of Paine Hamblen substituted attorneys William Schroeder and Greg Hesler. *CP 54-55*. On September 29, 2010, The Stewarts moved jointly through their local counsel for the limited admission of Laurence Stuart from Houston, Texas, as “principal counsel” for both companies, so that Stuart could “participate in the case.” *CP 58*. On September 30, 2010, The Stewarts moved for the admission of Houston counsel Tonja King on the same grounds. *CP 2008*.³ All counsel appeared for both defendants jointly.

Meanwhile, Ms. Buhr awaited responses to her original discovery. *See, e.g., RP, April 15, 2011, pg. 25: 9-20*. When Houston counsel became involved in September 2010, that counsel requested an extension to complete Ms. Buhr’s interrogatories, which Ms. Buhr allowed. *Id.* When The Stewarts finally returned their answers, however, the answers consisted of “nothing but objections.” *Id., RP*

³ Another substitution would be filed on June 30, 2011, substituting local attorneys James Kalamon and Brooke Cunningham for local attorneys Schroeder and Hesler. *CP 1937*.

25: 20. The Stewarts' counsel acknowledged that by this date, Ms. Buhr's counsel was involved in "two back-to-back trials," and no time was now available to complete discovery. *Id.*, *RP 19: 13-16; RP 13: 11-16*. The discovery cut-off was on January 10, 2011. *CP 2014*. Ms. Buhr's counsel was then in the midst of a three-week trial in front of another court. *RP, Apr. 15, pg. 14: 10-15*. The parties thus agreed to set "the three critical depositions" outside the discovery cut-off to facilitate a mediation thereafter. *Id.*, *RP 14: 5-8*.

On Ms. Buhr's Dec. 22, 2011 motion for a trial continuance, the new trial court, Hon. Gregory Sypolt, was made aware that this limited number of depositions had been set, referred to as "the first series of depositions after the cut-off..." along with the parties' agreement to attempt a mediation tentatively scheduled for January 14, 2011. *CP 75: 15-19*. The Stewarts' counsel, Tonja King, agreed to "pushing back compliance deadlines on the civil case schedule order" due to the circumstances. *CP 75: 15-22*. A trial date in August 2011 was agreed upon. *CP 75: 21-24*.

On December 22, 2010, the last day for either party formally moving to continue the trial date, Ms. King then notified Ms. Buhr's counsel that The Stewarts would no longer agree to the continuance.

CP 76: 4-6. By that point, even the first round of depositions would not be completed by the discovery cut-off. *CP 76: 7-8.*

The Stewarts' counsel, Tonja King, did not dispute Ms. Buhr's recitation of this history.

On Feb. 11, 2011, the trial court continued the trial date to August 8, 2011. *CP 88.* It then terminated Ms. Buhr's ability to conduct discovery, retroactive to the original cut-off date of January 10, 2011. *CP 87; RP, Feb. 11, 2011, p. 8: 12-14.* The court's basis for its ruling was this: "Counsel are not in agreement relative to the discovery cut-offs." *CP 87.*

Ms. Buhr's Efforts to Obtain Discovery.

In its Feb. 11, 2011 order, the trial court stated: "Plaintiff may reneote a motion for such, depending on discovery to be taken in February 2011 by agreement." *CP 87.* Following the three pre-set depositions, Ms. Buhr's counsel filed such a motion to allow discovery. *CP 90-95.* But the trial court denied the motion for further discovery, including the necessary CR 30(b)(6) deposition. *CP 250;RP, 04/15/11, pg. 36.* It ordered only that The Stewarts produce one limited part of one single discovery request relative to "pin numbers in alarm records" that had already been (incompletely) produced. *CP 250: 4-8.* Ms.

Buhr's counsel told the court that its selection of this single request of the three critical requests was not usable. *RP, 04/15/11, pg. 31: 3-14.* Comparisons were required between the three forms of complete records to evidence Ms. Buhr's claim. *Id.*⁴

No findings were made by the trial court of any unjustified delay occurring in conducting discovery, nor any finding that the discovery sought by Ms. Buhr was not relevant or necessary, nor that Ms. Buhr's counsel had failed to act in good faith. *CP 249-250.* The court retroactively terminated discovery solely because defense counsel's declaration was "initiated by Ms. Schultz and provided the discovery cut-off would be closed." *CP 249; RP, 04/15/11, pp. 32-33.* This is even though the court earlier found there had been no agreement at all as to the discovery cut-off. *CP 87.* The court also continued to ignore the uncontested representation of Ms. Buhr's counsel that Stewart counsel Tonja King had agreed to push back all deadlines. *CP*

⁴ Ms. Buhr alleged that The Stewarts had failed to produce necessary requested alarm system and time card records, as well as pay cards. *CP 91: 6 – CP 93: 21.* Moreover, as to the integrated relationship between The Stewarts, Stewart Local's president was unable to testify at his deposition even as to which Stewart corporation paid his own employees, or from which corporation's bank account his employees were paid. *CP 93: 8-14.* This was directly relevant to the Stewarts' integration, and necessitated a CR 30(b)(6) deposition. *CP 93: 13-14.* Three specific categories of discovery were required *RP, 04/15/11, p. 15: 24 – p. 17; RP 31: 19-24.* Stewart had not produced this necessary information. *RP, 04/15/11, p. 26: 8-23.*

75: 15-22.

The Stewarts thereupon jointly moved for summary judgment. *CP 254-256*. Through one joint counsel, The Stewarts argued that “there is no evidence which can properly be presented to this court that would conclusively establish that Stewart Title Company had an employment relationship with Plaintiff.” *CP 258: 9-13*. The Stewarts alleged that only their local company employed Ms. Buhr. *CP 258: 16-22*. These pleadings were signed by the single joint counsel for both companies. *CP 265*.

Stewart National as an Employer:

Absent any ability to obtain corporate discovery, Ms. Buhr filed publicly available materials for Stewart National, including Stewart National’s 10K form filed with the United States Securities and Exchange Commission (SEC). *CP 1840, referencing Plaintiff’s Exhibit (hereafter “Pl. Ex.”) 57; and see CP 1645: 19-23 and CP 1647: 12-16, submitting Pl. Ex. 57*. The exhibits were accepted as evidence. *CP 1991-1993*.

The evidence submitted reflects that at the time of Ms. Buhr’s hire in 2006, Stewart National represented publicly and to the Securities and Exchange Commission that its principal executive offices were at 1980

Post Oak Blvd., Houston, Texas—the same address to which Lisa Buhr wrote concerning her termination. *Compare Pl. Ex. 57 with Pl. Ex. 21.* This would be the same address from which Ms Buhr would receive a response to her letter from Stewart National regarding the basis for her termination. *Pl. Ex. 25 at STS 00375.* The responding letter came from Stewart Title’s Senior Vice President of Employee Services, Nita Hanks, in Houston, Texas. *Id.* Stewart National’s office was both its corporate office, and the office of several of its “subsidiaries.” *Pl. Ex. 57 at pg. 9.*

Stewart National represented that it maintained “offices” in numerous states. In the State of Washington, one of its “offices” was in Spokane. *Pl. Ex. 57 at Ex. 21.1.* These offices were also identified by Stewart as “our insurance subsidiaries,” and such were located in the various states ... “in which *we* do business.” *Pl. Ex. 57 at pg. 8, emphasis added.* Stewart also described its local entities as its “policy issuing offices and agencies.” *Pl. Ex. 57 at pg. 1, “Item 1, Business.”* Stewart identified its customers as the end users which were necessarily serviced by these local policy-issuing offices and agencies, i.e., “attorneys, builders, developers, home buyers, lenders, and real estate brokers”. *Pl. Ex. 57 at pg. 3, “Customers.”*

Stewart reported that it increased its own operating revenue by

opening these new offices and acquisitions. *Pl. Ex. 57 at pg. 15, "Factors Affecting Revenue."* Stewart reported that the very success of its growth strategy involved "integrating" the local "operations, products, and personnel of any acquired business..." *Pl. Ex. 57 at p. 7 "Our growth strategy will depend in part on..."*

Stewart National reported its revenues as the total of all revenue from all of its "offices and agencies" in all states. *Pl. Ex. 57 at pg. 3, "Title Revenues By State," and Pl. Ex. 57 at pg. 17, "Title Revenues."* Stewart National represented its "consolidated title operating" revenues, and "direct title operations" revenue. *Id.*

Stewart National also represented itself as being Lisa Buhr's actual employer. Its 10-K reports that "As of December 31, 2006, we and our subsidiaries employed approximately 9,900 people. We consider our relationship with our employees to be good." *Pl. Ex. 57 at pg. 5, "Employees."*

Stewart National also expensed the costs of all of its 9,900 employees in its corporate balance sheet. *Pl. Ex. 57 at pg. 19, "Employee Costs."* It categorized as its *own* employee costs and operating costs, the costs of all combined business segments. *Id.* It noted that its employee costs increased with its acquisitions. *Id.* It referenced

employing key employees within the states. *Id.*

Stewart National also includes the losses of its various local “agencies” as its own losses. *Pl. Ex. 57 at pg. 20, “Title Losses,” referencing its various “agency defalcations.”*

Employees were also made to understand that they were employees of Stewart National. *CP 1801, 1803, paras. 15-20.*

Lisa Buhr filled out her application to work for “Stewart Title,” not “Stewart of Spokane LLC.” *Pl. Ex. 1.* Her application included the directive to her local Spokane office to: “Submit copy to Stewart Title Guarantee - Houston Employee Services.” *Id.*

Ms. Buhr was hired as a Stewart National employee, as her “employee information,” was to be submitted to Houston, Texas. *Pl. Ex. 4.* Her position title and salary information were provided by the local Stewart office to Stewart National in Houston. *Pl. Ex. 5.*

Stewart National paid Ms. Buhr. Ms. Buhr authorized Stewart National to make electronic deposits of her pay to her bank account. *Pl. Ex. 10, referencing the <https://ipay.adp.com> site.* This is done through Stewart National’s “stewartpoint.com” and “iPay” internal services. *Id., and Pl. Ex. 52, Employee Manual, pg. 14, Pay and “iPay,” i.e., ipay.adp.com.*

Stewart National hired the investigators and performed the background investigations on its new employees. *Pl. Ex. 11*. Ms. Buhr released this pre-hire investigative authority to Stewart National. *Pl. Ex. 11*.

A Stewart Associate Handbook then confirmed that Ms. Buhr was employed by Stewart National. *Pl. Ex. 52*. She was welcomed to the firm as a Stewart National “associate”—the individuals who make “our service outstanding.” *Pl. Ex. 52, Employee Manual at STS 0006*. An “associate” is an employee, as defined within Stewart’s employment classifications. *Pl. Ex. 52 at pg. 6, STS 00017*. Her welcome is from Malcolm Morris and Stewart Morris, Jr. *Pl. Ex. 52 at STS 0006*. Malcolm Morris is the co-Chief Executive Officer and Chairman of the Board of Directors of Stewart Title. *Pl. Ex. 57 at pg. 26; and see Pl. Ex. 60, “Stewart Executive Office.”* Stewart Morris Jr. is the co-Chief Executive Officer. *Id.*

Stewart’s employee manual reflects that it is being provided to associates to allow them to learn more about “the company.” *Pl. Ex. 52 at pg. 4 (STS 00015)*. “The company” employees learned about was Stewart National. *Id.* Employees learned that the company started with the formation of Stewart Title Company in Galveston, Texas in 1893. *Pl.*

Ex. 52 at pg. 4. This is the same company and very same history discussed on the Stewart.com website in detail. *Pl. Ex. 60, "History of Stewart" web page.* The manual directed employees to the company's national orientation website materials, and referred to www.stewartpoint.com. *Pl. Ex. 52 at p.4.* This site is available internally to all the Stewart employees nationally:

"The site you've tried to reach is internally accessible only. Please [click here to visit Stewart.com](#) or navigate using your browser's address bar."

Pl. Ex. 59.

By clicking on "Stewart.com" as directed on stewartpoint.com, a local employee would find Stewart National's website. *Pl. Ex. 60.* This would tell the employee:

About Stewart

Stewart (NYSE: STC) is a leading provider of title insurance and related services to the real estate and mortgage industries. Throughout our 117-year history, our conservative management philosophy has allowed us to grow and remain strong through the ups and downs of the market. Stewart Title Guaranty Company's policyholders' surplus is one of the largest in the industry and our financial strength provides the confidence our customers need from their title insurer in these tough economic times.

Pl. Ex. 60, first page.

The site also allowed a public user to find a Stewart office anywhere in the country. When entering the zip code “99201,” the “Stewart-owned office” was identified as “Stewart Title of Spokane.” *Pl. Ex. 61.* Mr. Anthony Carollo is therein listed as Stewart National’s “office contacts” in Spokane, Washington. *Pl. Ex. 61.*

Although the Stewart employee manual includes an “[A]bout Stewart Title of Spokane” insert page, *Pl. Ex. 52 at p. 3*, the document discusses all national employee programs and controls. *Pl. Ex. 52 at STS 0006, where the CEO of Stewart National identifies the policies of “our company,” and see pg. 6, referencing, e.g., Houston-based investigations and policy available on the national website, applications to be faxed to a Director of Stewart Employee Services at a (713) area code, drug screening, and reference checks referring individuals who join “STC,” but then referencing an “STS” policy. Id. at pp. 6-7.* Reference to the manual’s introduction and its table of contents alone evidence nationally dictated policies and procedures. *See generally, Pl. Ex. 52 at STS 0006, and Table of Contents at pp. i-iv (00008 -00011).*

Employee salary-deferral plans were administered by Stewart National, now identified as “STG.” *Pl. Ex. 52 at pg. 31.* Continued

education was required through “Stewart University,” educating employees as to “the Stewart Organization, its history, all of the SISCO products and services...” All Stewart Spokane associates were required to undergo the training. *Id.* Resource libraries, business conduct and ethical training were required through Stewart National’s Stewart University. *Id.*, p. 38; *Pl. Ex. 52 at pg. 37 (STC 00048)*. An employee’s career development plan was initiated through Stewart National, and accessed via a national “www.Stewartpoint.com.” *P-52 at pg. 39 (STS 00050)*.

This Stewart manual told associates that all of their training, benefits, and procedures were through “The Company,” and that “SISCO” initiatives could be downloaded from the national website. *Pl. Ex. 52 at pg. 4, and see pgs. 4-56, generally, interchanging “STC,” “The Company,” “STG,” and “SISCO.”* SISCO is Stewart Information Services Corporation as identified in the manual at, e.g., *Pl. Ex. 52, pg. 59, “Purpose,” and see pg. 55 (SISCO Compliance Program)*. The code of business conduct and ethics identified in detail at pp. 65-78 of the manual imposed *national* “Stewart Information Services Corporation” requirements upon its personnel. *Pl. Ex. 52 at pgs. 65 (STS 00076)*. Stewart codes of business conduct and ethics requirements were to be

downloaded from the Stewart National website Employee Services Section. *Pl. Ex. 52 at pg. 55 (00066), bottom note.*

And within “Stewart’s” nationally imposed harassment policies, it is noted that any such incident should be reported to a 1-800 number “Stewart Watchline.” *Pl. Ex. 52 at pg. 53 (STS 00064).* Within the harassment policies, Stewart district or “regional managers” were identified, thus denoting the existence of managerial districts and regions within Stewart’s structure nationally. *Pl. Ex. 52 at pg. 53 (STS 00064); and see e.g. Pl. Ex. 24 at STS 00377. (“Region C” HR Director/Quality Coordinator).*

As noted, Stewart National and the local office were used interchangeably in the employee manual. One policy against harassment refer to “STS,” i.e., Stewart Title of Spokane. *Pl. Ex. 52 at pg. 53, STS 00064, “Policy Against Harassment: “It is illegal and against the policies of STS...”* On the next page, however, “STC,” i.e., Stewart Title Company (National) requires the policy: *“It is illegal and against the policies of STC...” Pl. Ex. 52 at pg. 54, STS 00065, “Policy Against Sexual Harassment.”*

Significantly, all computerized data at Stewart was both *owned* by, and protected by, “Stewart Information Services Corporation,” *Pl. Ex.*

52 at pg. 59, STS 00070, “Purpose,” and “Applies to,” and see pg. 61, “Ownership of Information.” All use of “Stewart” information systems was controlled by that national company’s policies, and conditioned as to use. *Id.*, and see pg. 62.

Stewart Spokane’s Anthony Carollo testified that the directive to require Ms. Buhr to fill out FMLA paperwork came from Stewart National’s HR region in Seattle, specifically from Stewart National’s Regional Human Resources employee Laura Curdy. *CP 1688*, at *Carollo Deposition*, pg. 152: 1 – p. 153: 17. Mr. Carollo referred to Ms. Curdy as “our Human Resources resource.” *CP 1688 at pg. 152: 3-9*. And Ms. Curdy was identified in written communications as well as Stewart’s “Region C Human Resources Director/Quality Coordinator,” with a phone number in the area code 360 location of Seattle, Washington. *Pl. Ex. 24 at pg. 2*.

Ms. Buhr’s request for Family Medical Leave was duly submitted to Stewart National. *Pl. Ex. 13*. Her application noted only that Spokane is her Stewart National “*Location (city)*.” *Id.*, *emphasis added*. Spokane was identified as her “office” in employee information sent to Stewart Employee Services in Houston. *Pl. Ex. 14*. When Ms. Buhr was terminated, her Stewart termination checklist stated that she was being

terminated as a “Stewart” employee, whose “Department/Region” was “Title/Region C.” *Pl. Ex. 15.*

Ultimately, the Oct. 1, 2007 electronic discussion relative to whether Ms. Buhr should be fired, and *how* should be fired, occurred between Christina Compton, a local Stewart employee, and Laura Curdy, Stewart National’s HR Director at Region C. *Pl. Ex. 17 & Pl. Ex. 18.*

When Ms. Buhr sought a reason for her termination, she wrote to Stewart National at 1980 Post Oak Blvd., Suite 910 in Houston, Texas. *Pl. Ex. 21.* She asked why Mr. Carollo terminated her, and what prospective employers would be told when calling Stewart to verify her past employment. *Id.*

Stewart National forwarded her e-mail request to its Region C HR Director in Seattle. *Pl. Ex. 22.* Seattle HR then notified Spokane’s Anthony Carollo that Ms. Buhr had contacted “Houston,” and “Houston” wanted an explanation for Ms. Buhr’s dismissal, identifying the National company as the company who terminated Ms. Buhr: “[C]an you write up a summary of why *we* terminated her...?” *Pl. Ex. 23 (emphasis added).*

Nita Hanks, the Senior Vice President of Stewart Title Employee Services located at 1980 Post Oak Blvd., Suite 910 in Houston, Texas thereupon explained Ms. Buhr’s termination to her by letter. *Pl. Ex. 25.*

A copy of Senior Vice President Hanks' communication to Lisa Buhr was then copied to Spokane's Anthony Carollo *and* to Stewart's Region C Human Resources Director. *Pl. Ex. 25*. Senior Vice President Hanks, in Houston, and Stewart's Region C HR Director Curdy, in Seattle, then discussed formalization of Ms. Buhr's discharge by Stewart National. *Pl. Ex. 24*. Hanks referred to Buhr's employer as Stewart National in Houston: "We need to be sure that we've paid her for all time worked ..."
Id.

When Ms. Buhr applied for unemployment, her employer was "Stewart Title," with a Spokane address. *Pl. Ex. 26*. But "Stewart Title" counsel appeared to defend the unemployment claim from Seattle, Washington. *Pl. Ex. 55, Report of Unemployment Hearing, Feb. 1, 2008, before ALJ Gina Hale at transcript pg. 2: 17-22.*

In the hearing, Anthony Carollo confirmed that his "national office" was in Houston. *Pl. Ex. 55 at pg. 48: 10-11*. Mr. Carollo's "boss" was Michael Gish, located in Bellingham, Washington. *Pl. Ex. 55 at its pgs. 48:20 – pg. 49: 1*. His boss oversaw Spokane's profit and loss statements. *Pl. Ex. 55, pg. 49: 4-6.*

In his deposition in this case, Mr. Carollo testified that Stewart National provided payroll functions, some accounting, benefits, and

Human Resources for his local office. *CP 1671, Carollo Deposition, pgs. 82-83.* Once an employee completes a timecard, Mr. Carollo testified, his local office collected the timecards and forwarded them to Stewart Title in Houston. *CP 1671, pg. 82: 2-8.* In fact, “payroll” meant Stewart National. *CP 1671, pg. 82: 15-17.* Mr. Carollo didn’t even know which business entity wrote the check for his employees – “I couldn’t even tell you what name is on the check.” *Id., pg. 83: 16-20.* He didn’t know which entities’ bank account was used to make the employees’ direct deposits. *Id.* Stewart National made the deposits to employee accounts. *P-10, Pl. Ex. 52, pp. 13-14, “Pay and iPay.”*

Employees represented to customers that they were employed by Stewart National through its Spokane office. *CP 1803: 19 – 1808: 9; CP 1834: 19-24.* Employees told Stewart customers that they were Stewart National, operating through a local office. *CP 1804: 12-15.* This “dual” identity allowed Stewart National to draw major national clients operating locally, but also to appeal to local entities who wanted to deal with local people. *CP 1807: 1-9.*

Trial court action.

The Stewarts’ motion for summary judgment claimed that Stewart National “was not Plaintiff’s employer,” and that “parent

corporation liability also fail (sic) as a matter of law.” *CP 259: 11-15*. The trial court granted Stewart Title summary judgment, making no findings, nor drawing any conclusions of law. *CP 1990-1994*. The trial court dismissed Stewart National as a defendant. *Id.*

IV. ARGUMENT.

A. The trial court abused its discretion in improperly terminating Ms. Buhr’s entitlement to conduct meaningful discovery seven months before the trial date.

Exercises of trial court authority over discovery issues are generally reviewed for abuse of discretion. *Blair v. Ta-Seattle East No. 176*, 171 Wn.2d 342, 348, 254 P.3d 797 (2011) citing *Mayer v. Sto Indus., Inc.*, 156 Wn.2d 677, 684, 132 P.3d 115 (2006) (addressing a CR 37 violation); *Flower v. T.R.A. Industries, Inc.*, 127 Wn.App. 13, 38, 111 P.3d 1192 (2005). A trial court abuses its discretion when its ruling is manifestly unreasonable or exercised on untenable grounds or for untenable reasons. *Flower*, 127 Wn.App. at 38.

Case scheduling orders are provided for by LAR 0.4.1(d). Such orders can be enforced per LAR 0.4.1(g)(1) by a motion to show cause for violation of its terms, if such a failure to comply exists. A court

may impose such sanctions as it deems appropriate for violation of a scheduling order to effectively manage its caseload, minimize backlog, and conserve scarce judicial resources. *Woodhead v. Discount Waterbeds, Inc.*, 78 Wn.App. 125, 129, 896 P.2d 66, 68 (Wn.App. Div. I, 1995).

But the trial court's need to manage its caseload must inherently recognize the entitlement of parties to full discovery under civil rules. A party's very right of access to the courts includes the right of discovery as authorized by civil rules. *Putman v. Wenatchee Valley Medical Center, P.S.*, 166 Wn.2d 974, 979, 216 P.3d 374 (2009). A plaintiff is entitled to obtain discovery regarding any matter not privileged which is relevant to the subject matter involved in the pending litigation. *CR 26(b)(1)*. It is considered "common legal knowledge" that extensive discovery is necessary to effectively pursue either a plaintiff's claim or a defendant's defense. *Putnam* at 979, citing *John Doe v. Puget Sound Blood Ctr.*, 117 Wn.2d 772, 782, 819 P.2d 370 (1991); and see *Flower*, 127 Wn.App. at 38. The duty of the courts is to administer justice by protecting the legal rights of a plaintiff to obtain discovery *prior* to being required to present claims. (*Id.*, striking down RCW 7.70.150 as to malpractice, as such required a

plaintiff to submit a certificate of merit prior to discovery).

The right to discovery is so inherent that even where discovery violations occur requiring punishment, the court must continue to protect the right to a party's obtaining full disclosure of relevant information through discovery. *Blair*, at 348; and see *Burnet v. Spokane Ambulance*, 131 Wn.2d 484, 494-496, 933 P.2d 1036 (1977).

Even where a trial court acts within its discretion to narrow discovery, it may not do so in a way that prevents discovery of information relevant to the issues that may arise in a lawsuit. *Neighborhood Alliance of Spokane County v. County of Spokane*, 172 Wn.2d 702, 715-16, 261 P.3d 119 (2011)(discussing how a trial court's limitations of discovery is inconsistent with civil rules and precedent.) A refusal to allow discovery to proceed results in an incomplete record, and requires remand for appropriate discovery. *Id.* at 716, 719.

Here, the trial court terminated Ms. Buhr's entitlement to conduct discovery seven months before trial, with only limited discovery having taken place. There had been no violation of any case scheduling order, nor sanction requested by the defense for any purported violation of any order. No concerns were cited by the trial

court about its need for case management, or backlog, or conservation of judicial resources.

The only precipitating factor for terminating discovery appears to be The Stewarts' defense counsel arguing that Ms. Buhr should not be allowed to conduct discovery because that individual counsel never agreed to it. *RP, February 11, 2011, pp. 7-8*. And the court's finding adopted this position: "Counsel are not in agreement relative to the discovery cut-off." *CP 87*. A defendant does not control a plaintiff's right to discovery. Discovery is an entitlement. *Putman*, 166 Wn.2d at 979; *Neighborhood Alliance*, 172 Wn.2d at 715-16. Abuse of discretion occurs when a trial court terminates one party's right to discovery because the other party doesn't like it. Such a decision is a decision exercised for untenable reasons.

The remedy for such an abuse of discretion is established. Where discovery orders prevent evidence from being properly collected or presented, any subsequent order granting summary judgment must be vacated. *Neighborhood Alliance*, 172 Wn.2d at 719; *Blair*, 171 Wn.2d at 351-352.

The remedy is proper here. Stewart National's motion for summary judgment was entirely based on its claim of being a wholly

separate entity from the local Stewart. Notably, one significant right of a plaintiff as against such a corporate defense is that of a CR 30(b)(6) deposition of a corporate representative. It is reversible error to refuse a party a proper CR 30(b)(6) deposition when the corporation's knowledge, opinions and interpretation of documents are at issue. *Flower v. T.R.A. Industries, Inc.*, 127 Wn.App. at 40-41, citing *United States v. Taylor*, 166 F.R.D. 356, 360, *aff'd*, 166 F.R.D. 367 (M.D.N.C.1996). "A party who wishes the deposition of a specific officer may obtain it." *Id.*, citing 8A CHARLES A. WRIGHT ET. AL, FEDERAL PRACTICE AND PROCEDURES § 2103, at 36 (2d ed. 1994).

The order dismissing Stewart National must be vacated, and the matter reversed to allow Plaintiff proper discovery before proceeding to any summary judgment status. See *Neighborhood Alliance*, 172 Wn.2d at 719.

B. Washington's Law Against Discrimination, RCW 49.60 et seq., does not allow national companies operating locally to evade this state's anti-discrimination laws.

i. Standard of Review.

Decisions on summary judgment are reviewed de novo.

Braaten v. Saberhagen Holdings, 165 Wn.2d 373, 383, 198 P.3d 493 (2008). Summary judgment is appropriate where there is no genuine issue as to any material fact, and the non-moving party is entitled to judgment as a matter of law. *Id.*, citing CR 56(c). The moving party bears the burden of demonstrating there is no genuine dispute as to any material fact. *Estate of LaMontagne v. Bristol-Myers Squibb*, 127 Wn.App. 335, 343, 111 P.3d 857 (2005). The court must view the facts and all reasonable inferences in the light most favorable to the nonmoving party. *Right-Price Recreation, LLC v. Connells Prairie Cmty. Council*, 146 Wn.2d 370, 381, 46 P.3d 789 (2002).

- ii. Stewart National was sufficiently evidenced as Lisa Buhr's employer as defined under the Washington Law Against Discrimination.

When this state's legislature passed RCW 49.60, entitled the Washington Law Against Discrimination ("WLAD"), it outlawed practices of discrimination by employers against any of this state's inhabitants as a matter of state concern. *RCW 49.60.010, entitled "Purpose of chapter."* All provisions within the WLAD are to be construed liberally to ensure the accomplishment of that purpose. *RCW 49.60.020.* All statutes' terms are to be read in a manner designed to

accomplish the broad purposes of this law. *Brown v. Scott Paper Worldwide Co.* 143 Wn.2d 349, 357, 20 P.3d 921 (2001); *Frisino v. Seattle School Dist. No. 1*, 249 P.3d 1044 (2011), citing RCW 49.60.020. A court is to “view with caution any construction that would narrow the coverage of the law.” *Brown, supra*.

In an age of corporate shells and parent/subsidiary structures, various statutory acts ensure that such structures do not provide safe haven from unlawful practices.⁵ *See, e.g., RCW 51; RCW 50.04*. The question presented here is how the WLAD addresses national companies operating in this state through subsidiaries or “agencies,” or “local offices” or “associates,” but which then seek to exculpate themselves from the laws of this state when its local entity discriminates against an employee. *See, e.g., Pl. Ex. 57 throughout*. The plain language of the WLAD prevents such evasion.

When interpreting the WLAD, the court must begin with the plain language of the statute. *Brown v. Scott Paper*, 143 Wn.2d at 357.

⁵ Definitions of an employer differ depending on the statutory purposes. In, e.g., *Manor v. Nestle Food Co.*, 78 Wn.App. 5, 8, 895 P.2d 27 (1995), the court assessed the definition of an employer for purposes of RCW 51 workmen's compensation, in light of a parent/subsidiary structure potentially “evading industrial insurance coverage requirements for employees of subsidiaries. Likewise, in *Qwest Corp. v. Washington Utilities and Transp. Com'n*, 140 Wn.App. 255, 263, 166 P.3d 732 (2007), the court addressed the duties between parents and subsidiaries per the specific statutory reporting requirements required of utility companies under RCW 80.04.080.

Statutory language is to be enforced as written. *State ex. rel. Evergreen Freedom Foundation v. Washington Educ. Ass'n.*, 140 Wn.2d 615, 632, 999 P.2d 602 (2000). Where there is no ambiguity, the meaning of a statute is derived from its language alone. *Evergreen*, 140 Wn.2d at 632. A court may not ignore clear statutory language, or strain to find an ambiguity where the language of the statute is clear. *Id.*

The statutory definition of an employer subject to the WLAD does not operate on “parent” or “subsidiary” entities. It precludes “employer” discrimination. RCW 49.60.030(1)(a); RCW 49.60.180. It first renders *any* employer liable for discriminating against a person because of physical disability. *RCW 49.60.180*. The statutory term “any,” read broadly, allows for the potential of their being more than one employing entity involved in any given act of discrimination. This is confirmed by the earlier statutory definition of an employer. “Any” employer is defined to include “*any person acting in the interest of an employer, directly or indirectly, who employs eight or more persons,...*” RCW 49.60.040 (11), *emphasis added*. A corporation is a “person” under the WLAD. RCW 49.60.040(19).⁶

⁶ RCW 49.60.040 (19) defines “Person” as including one or more individuals, partnerships, associations, organizations, corporations, cooperatives, legal

By plain language then, two corporations acting in each other's interests are both employers subject to the WLAD, even as to one employee. The language is broad, and all-inclusive. One company employing in excess of eight employees, which acts in the interest of another company employing in excess of eight employees, whether directly or indirectly, is an employer. Thus, any alleged "parent" company acting in its local "subsidiary's" interest is an employer captured by the statute.

Here, The Stewarts argued that Stewart National was not Ms. Buhr's employer. But Stewart National itself publicly and internally represented itself as Ms Buhr's employer and acted as such, from her initial hiring to firing, and through this very litigation at issue. Even absent the ability to conduct meaningful discovery, Ms. Buhr evidenced that from her hiring in 2006 through summary judgment motions in this litigation, Stewart National continually "acted in the interest of" Stewart Local both directly and indirectly. She evidenced that all national advertising for Stewart, its employee policies, business codes of conduct, payroll, employee benefits, administration, background

representatives, trustees and receivers, or any group of persons; it includes any owner, lessee, proprietor, manager, agent, or employee, whether one or more natural persons;..."

checks, management of litigation, etc., are handled by, and imposed by, Stewart National for its local agencies. *See, e.g., pp. 7-19 of this brief, supra.* She evidenced that Stewart National was the actual entity which even *paid* Ms. Buhr by direct deposit. *See Pl. Ex. 10; Pl. Ex. 52, Employee Manual at pg. 14, "iPay."*

She evidenced Stewart employees being told their CEO and their company were based in Houston, Texas. *Pl. Ex. 52 at pg. 1, STS 00012; P-60.* They were told that all information on their systems was owned by "Stewart Information Services Corporation (and Stewart)." *Pl. Ex. 52 at pp. 59-64.*

The Stewarts were also jointly represented by a single "principal counsel." *CP 35, 54-55, 57-58; CP 255; CP 265; CP 2009.*

Ms. Buhr met her burden of production. Substantial evidence and inference therefrom showed that Stewart National, at the very least, "acted in the interest of an employer, directly or indirectly," and this placed Stewart National under the statutory definition of an employer, per RCW 49.60.040 (11).

The statutory interpretation offered here has already been accepted by the Appellate Courts of this state in the same statutory public policy claims made here. Similar liberal construction was given

to the definition of an “employer” in *Durand v. HIMC Corp.*, 151 Wn.App. 818, 835, 214 P.3d 189 (2009). In the latter, a similar argument was made by a secretary and a CEO of a company sued individually in a case involving the wrongful withholding of wages. Both individuals contended that they were not “employers” under the wage statute—definition of an employer and any officer, RCW 49.52.070—and thus could not be held personally liable unless the Plaintiff could “pierce the corporate veil.” *Id.* at 835. The Appellate court disagreed. It held that the definitional statute was to be liberally construed “to advance the Legislature's intent to protect employee wages and assure payment.” *Id.*, citing *Schilling v Radio Holdings, Inc.*, 136 Wn.2d 152, 159, 961 P.2d 371 (1998). The definition easily encompassed the individual defendants. *Id.* “RCW 49.52.070 does not turn on piercing the corporate veil.” *Id.* at 835. Similarly, RCW 49.06.040(11) does not turn on “parent/subsidiary” concepts.

With all facts and all reasonable inferences therefrom taken in the light most favorable to Ms. Buhr, *Right-Price Recreation, LLC v. Connells Prairie*, 146 Wn.2d at 381, and the definition of “employer” liberally applied, summary judgment in favor of Stewart National was improper, and must be vacated.

iii. The Stewarts were sufficiently evidenced as an integrated enterprise.

Although nearly irrelevant in light of RCW 40.60.040 (11), it bears noting that even if this state's WLAD did not statutorily define Stewart National as an employer, analogy to the federal law's "integrated enterprise" theory would reach the same result. The federal law requires different evidentiary showings as to an "employer" with parent/subsidiary structures because the federal definition of an employer is significantly different from this state's law. *Brown*, 143 Wn.2d, *supra* at 358. The federal law thus uses a theory of "integrated enterprise," which requires evidence of corporate dominance over a subsidiary's operations to establish affiliate liability, or evidence that the parent company controlled individual employment decisions. *Sandoval v. American Bldg. Maintenance Industries, Inc.*, 578 F.3d 787, 793, 796 (C.A.8 (Minn.) 2009) (harmonizing precedent from 8th Circuit law). Factors of interrelationship of operations and centralized control of labor relations are required to be reviewed. *Id.* at 796. Again, even without meaningful discovery, Ms. Buhr satisfied this test as well. In *Sandoval v. ABMI*, the 8th Circuit Court reversed a summary judgment granted in favor of a national "parent" company on

essentially the same facts here. The defendant corporation in *Sandoval*—ABMI—represented in its internal magazine that it employed 73,000 employees nationwide through its local “subsidiary” offices. *Sandoval v. ABMI*, 578 F.3d at 798. Stewart Title represented its employees, including within subsidiaries, to be 9,900. *Pl. Ex. 57 at p. 5, “Employees.”* A Service Agreement existed from ABMI’s National Corporation to its local “subsidiary” to provide certain services, including accounting services, administrative services, employee benefits, human resources, (including policy forms which it could then use or modify and use in its operation, and workplace manual forms) insurance, legal services, safety advice, and treasury services. *Sandoval* at 795-796. Stewart National does the same. *See, e.g., Pl. Ex. 4, Pl. Ex. 5; Pl. Ex. 52 at STS 00008-00011 as “Table of Contents,” and Pl. Ex. 52, Manual in general.*

ABMI publicly represented centralized corporate control of labor and human resources. 578 F.3d at 796. Stewart National publicly represents its success as being based on its ability to “integrate” its operations with its acquired subsidiaries. *Pl. Ex. 57 at p. 7; and see Pl. Ex. 60, pp. 1 and 2.*

ABMI and its subsidiary shared the same Chief Executive

Officer and Chief level personnel. 578 F.3d at 796. The Stewarts do the same. *Pl. Ex. 52; STS 00006; Pl. Ex. 60 at "Stewart Executive Office."*

ABMI provided employee relations personnel to assist its subsidiary with employment-related problems, employment-related legal advice and guidance. *Sandoval at 796-797.* Stewart National does the same. *See, e.g., Pl. Ex. 4-7, 9-11, 13, 15-25.* ABMI also managed all employment-related lawsuits, claims, and liability. *Sandoval at 796.* Stewart National does the same. *Pl. Ex. 26 (U/E hearing); CP 35; CP 54-55; CP 57-58; CP 255; CP 265; CP 2009.* ABMI provides accounting services to subsidiaries, including such tasks as payroll tax. 578 F.3d at 797. Stewart National actually *pays* the subsidiary's employees. *Pl. Ex. 10; Pl. Ex. 52, pp. 13-14; CP 1804: 24 – CP 1805: 5.*

The ABMI Employee Handbook provided by the subsidiary to its employees included a preamble from ABMI's President and Chief Executive Officer, advising employees the handbook would be a useful reference for employment guidelines, procedures, policies, and details what is expected of employees. *Sandoval at 798.* Stewart National's handbook does the same. *Pl. Ex. 52; STS 00006.* ABMI promulgated

online HR resources, policies, and training applicable to the employees of its subsidiaries, including a national hotline. *Sandoval* at 797-798. Stewart National does the same. *Pl. Ex. 52 at STS 0006, Table of Contents at STS 00008-00011; Manual pp. 48-56*. ABMI's stockholder report referred to its subsidiaries as "branch offices." *Sandoval* at 798. Stewart National does the same, although using the term "policy-issuing offices." *See, e.g., Pl. Ex. 57, e.g., pp. 1-5, 7, 19*. ABMI's "corporate objective" was to "partner" with subsidiaries. *Sandoval* at 798. Stewart National publicly represents that its very success depends on its "integrating" its local policy-issuing offices and agencies. *Pl. Ex. 57, pg. 7*.

ABMI's centralized employee benefits office administered a wealth of employee benefit packages—including health and life insurance, short-and long-term disability coverage, and a personal accident plan, all offered to employees of ABMI subsidiaries nationwide. *Sandoval* at 799. Stewart National does the same. *See Pl. Ex. 52 at Table of Contents, STS 00008-00010*.

In fact, the differences between ABMI structure and Stewart structure confirm Stewart's far *greater* integration with its local offices than ABMI. ABMI manuals and training are used by *local* Human

Resources representatives of the subsidiary companies. *Sandoval* at 799. Stewart National does not even *have* local, i.e., Spokane-level, HR representatives. Stewart’s HR Department is in Seattle, effected through regional representatives, with Spokane being in Region C. *CP 1805:6 – CP 1806:16; Pl. Ex. 17 – Pl. Ex. 25.*

At ABMI, audits ensured that all local offices were adhering to proper procedures regarding new hires, such as conducting background checks and reviewing appropriate documentation. *Sandoval v. ABMI*, 578 F.3d at 799. But at Stewart National, the national office itself does all of those new employee tasks *for* the local offices. *See, e.g., Pl. Ex. 11; Pl. Ex. 52, pp. 5-6 (Investigations).* Stewart National even *pays* the local employees. *P-10; P-52, Employees Manual at pg. 14, “Pay.”*

Ultimately, in *Sandoval*, ABMI's involvement in the operations of its subsidiaries was sufficient to create a genuine issue of material fact with respect to whether ABMI and its subsidiary were an “integrated enterprise.” *Sandoval* at 800. The grant of summary judgment in favor of ABMI was reversed and remanded for trial against both. *Sandoval*, 578 F.3d at 800.

Even more so here, Stewart National is tightly integrated with Stewart Local as integrated employers, by design and by goal. Both

Stewarts were properly named as joint defendants. The trial court erred in failing to consider even this theory.

- iv. Direct liability was sufficiently evidenced through Stewart National's participation in the alleged violation.

Finally, even were all of the above statutory definitions and integrated enterprise theory insufficient to create Stewart National employer liability, the evidence supports Stewart National direct liability. Any parent company that participates in a violation of the law directly or indirectly is liable for its own actions, and cannot hide behind corporate shield protections. *U.S. v. Bestfoods*, 524 U.S. 51, 65-66, 118 S.Ct. 1876 (1998). This is direct liability, not derivative liability. *Id.*

Here, Stewart National acted directly in effecting Ms. Buhr's unlawful discharge, as evidenced by the communications between the local, regional, and national office leading to Ms. Buhr's FMLA and her ensuing termination. *Pl. Ex. 15 – Pl. Ex. 25*. Stewart National itself internally referred to itself as Ms. Buhr's employer, and the company terminating her. *P-24*.

This evidence is evidence of the direct liability of Stewart National in its participation in the alleged unlawful termination of Ms.

Buhr. There was no proper basis for the trial court to dismiss Stewart National from this lawsuit under any theory of the law given the evidence presented.

V. CONCLUSION.

The trial court abused its discretion in preventing Ms. Buhr from conducting material discovery to enable her to present her claims, or to show the integration of the companies. Even absent the ability to conduct discovery, Ms. Buhr still evidenced Stewart National liability under *any* theory of the plain terms of the WLAD, integrated enterprise and direct liability.

The order dismissing Stewart National should be vacated and the matter remanded for proper discovery and for trial against Stewart National.

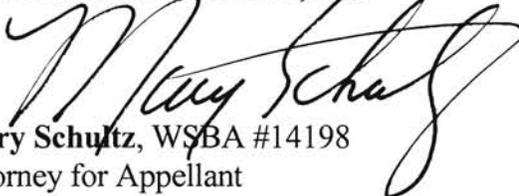
VI. RAP 18.1 – FEES and COSTS

RAP 18.1 permits recovery of reasonable attorney fees or expenses on review if applicable law grants that right, including claims where there is a statutory basis for such an award. *Hsu Ying Li v. Tang*, 87 Wn.2d 796, 798, 557 P.2d 342 (1976). RCW 49.60.030 provides that right in providing for prevailing party fees and costs. *RCW*

49.60.030(2). The WLAD allows a Plaintiff to recover any other appropriate remedy authorized by the United States Civil Rights Act of 1964. See RCW 49.60.030(2). Federal civil rights law, i.e., 42 U.S.C.A. § 1983, allows for interim attorney fees on appeal in a civil rights action. A plaintiff who succeeds on significant issues in an appeal, even on an interim basis, is entitled to attorney's fees. *Larez v. City of Los Angeles*, 946 F.2d 630, 649 (9th Cir. 1991), referencing *Texas State Teachers Ass'n v. Garland Indep. School Dist.*, 489 U.S. 782, 791-92, 109 S.Ct. 1486, 103 L.Ed.2d 866 (1989). Because the state law includes federal remedies, then it allows interim fees. If this matter is resolved by reversal for retrial, then Ms. Buhr has prevailed on appeal and is entitled to an interim award of her fees and costs on appeal. *Larez* at 649.

DATED this 30 day of March, 2012.

MARY SCHULTZ LAW, P.S.



Mary Schultz, WSBA #14198
Attorney for Appellant

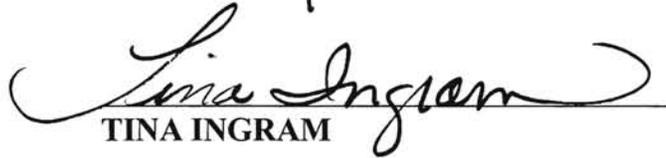
CERTIFICATE OF SERVICE

The undersigned hereby certifies that she is a person of such age and discretion as to be competent to serve papers; and that on the 30 day of March, 2012, she served a copy of **Appellant's Opening Brief** to the following:

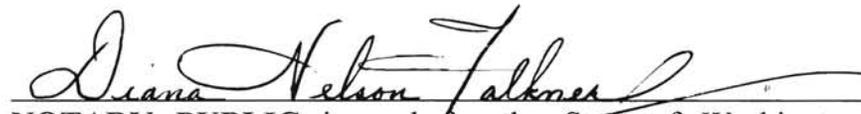
ATTORNEY FOR RESPONDENT	
Mr. James M. Kalamon Mr. Brook Cunningham Paine Hamblen LLP 717 W. Sprague Ave., Suite 1200 Spokane, WA 99201	<input checked="" type="checkbox"/> Regular U.S. Mail
Mr. Laurence E. Stuart Ms. Tonja King Stuart & Associates, P.C. Two Houston Center 909 Fannin, Suite 3250 Houston, TX 77010	<input checked="" type="checkbox"/> Regular U.S. Mail

Dated this 30 day of March, 2012.




TINA INGRAM

March SUBSCRIBED and SWORN to before me this 30th day of _____, 2012.



NOTARY PUBLIC in and for the State of Washington,
residing in Spokane. Commission Expires: 04/01/12

RCW 49.60.030

Title 49. Labor Regulations (Refs & Annos)

Chapter 49.60. Discrimination--Human Rights Commission

→49.60.030. Freedom from discrimination--Declaration of civil rights

(1) The right to be free from discrimination because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability is recognized as and declared to be a civil right. This right shall include, but not be limited to:

(a) The right to obtain and hold employment without discrimination;

.....

(2) Any person deeming himself or herself injured by any act in violation of this chapter shall have a civil action in a court of competent jurisdiction to enjoin further violations, or to recover the actual damages sustained by the person, or both, together with the cost of suit including reasonable attorneys' fees or any other appropriate remedy authorized by this chapter or the United States Civil Rights Act of 1964 as amended, or the Federal Fair Housing Amendments Act of 1988 (42 U.S.C. Sec. 3601 et seq.).

(3) Except for any unfair practice committed by an employer against an employee or a prospective employee, or any unfair practice in a real estate transaction which is the basis for relief specified in the amendments to RCW 49.60.225 contained in chapter 69, Laws of 1993, any unfair practice prohibited by this chapter which is committed in the course of trade or commerce as defined in the Consumer Protection Act, chapter 19.86 RCW, is, for the purpose of applying that chapter, a matter affecting the public interest, is not reasonable in relation to the development and preservation of business, and is an unfair or deceptive act in trade or commerce.

West's RCWA 49.60.030, relevant provisions only

RCW 49.60.040

Title 49. Labor Regulations (Refs & Annos)

Chapter 49.60. Discrimination--Human Rights Commission (Refs & Annos)

49.60.040. Definitions

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

.....

(11) "Employer" includes any person acting in the interest of an employer, directly or indirectly, who employs eight or more persons, and does not include any religious or sectarian organization not organized for private profit.

.....

(19) "Person" includes one or more individuals, partnerships, associations, organizations, corporations, cooperatives, legal representatives, trustees and receivers, or any group of persons; it includes any owner, lessee, proprietor, manager, agent, or employee, whether one or more natural persons; and further includes any political or civil subdivisions of the state and any agency or instrumentality of the state or of any political or civil subdivision thereof.

RCW 49.60.040, relevant definitions only

RCW 49.60.180

Title 49. Labor Regulations (Refs & Annos)

Chapter 49.60. Discrimination--Human Rights Commission (Refs & Annos)

49.60.180. Unfair practices of employers

It is an unfair practice for any employer:

(1) To refuse to hire any person because of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification: PROVIDED, That the prohibition against discrimination because of such disability shall not apply if the particular disability prevents the proper performance of the particular worker involved: PROVIDED, That this section shall not be construed to require an employer to establish employment goals or quotas based on sexual orientation.

(2) To discharge or bar any person from employment because of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

(3) To discriminate against any person in compensation or in other terms or conditions of employment because of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability: PROVIDED, That it shall not be an unfair practice for an employer to segregate washrooms or locker facilities on the basis of sex, or to base other terms and conditions of employment on the sex of employees where the commission by regulation or ruling in a particular instance has found the employment practice to be appropriate for the practical realization of equality of opportunity between the sexes.

.....

RCW 49.60.180 , relevant provisions only