

87062-4
NO. 40351-0-II

Thu 4/14/2011
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COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION II

DOCTOR'S ASSOCIATES, INC.,

Appellant,

v.

WAQAS SALEEMI & FAROOQ SHARYAR,

Respondents.

APPELLANT'S ADDITIONAL AUTHORITIES
PURSUANT TO RAP 10.8

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Attorney for Appellant

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Comes now Doctors Associates, Inc. by and through its attorneys of record and submits the following additional authorities pursuant to RAP 10.8.

I. ISSUE FOR WHICH ADDITIONAL AUTHORITY IS OFFERED

Does a court err in determining the parties' forum selection clause is unconscionable where there is no evidence that the clause would effectively deny the plaintiffs any real opportunity to litigate their claims?

Brief of Appellant, page 2, paragraph 4.

Where an agreement to arbitrate is enforceable, are enforceability of contract clauses regarding limitation of damages, governing law and choice of forum issues beyond the authority to the court to decide where the parties have decided all disputes shall be resolved via arbitration?

Brief of Appellant, page 3, paragraph 5.

II. ADDITIONAL AUTHORITIES

Schnall v. AT&T Wireless Services, Inc., ___ Wn.2d ___, ___ P.3d

___ (April 14, (2011)) where the Court said:

We interpret contract provisions to render them enforceable whenever possible. *Patterson v. Bixby*, 58 Wn.2d 454, 459, 364 P.2d 10 (1961). Further, "[w]e generally enforce contract choice of law provisions." *McKee v. AT&T Corp.*, 164 Wn.2d 372, 384, 191 P.3d 845 (2008) (citing *Erwin v. Cotter Health Ctrs., Inc.*, 161 Wn.2d 676, 694-96, 167 P.3d 1112 (2007)).

Schnall v. AT&T Wireless Services, Inc., ___ Wn.2d ___, ___ P.3d ___

(April 14, (2011)) [At page 3 of pdf version of this opinion.]

The *Schnall* Court then added:

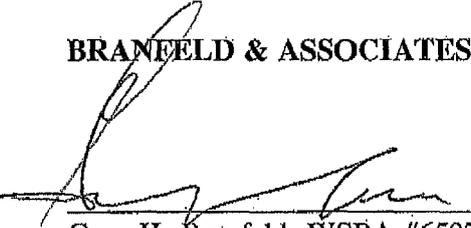
To effectively void a choice of law provision, a court must find that the chosen state has no substantial relationship to the parties or that the application of the chosen law would be contrary to a fundamental policy of Washington.

Schnall v. AT&T Wireless Services, Inc., ___ Wn.2d ___, ___ P.3d ___

(April 14, (2011)) [At page 4 of pdf version of this opinion.]

Dated this 14th day of April, 2011.

BRANFELD & ASSOCIATES, P.S.



Gary H. Branfeld, WSBA #6537
Attorneys for Appellant

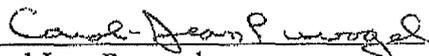
CERTIFICATE OF SERVICE

I, Carol Jean Puvogel, hereby declare under the penalty of perjury under the laws of the State of Washington in the County of Pierce that on April 14, 2011, I mailed, postage prepaid, and properly addressed a true and correct copy of Appellant's Additional Authorities to the Respondents' at the following addresses:

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Dated at University Place, Washington this 14th day of April 2011.


Carol Jean Puvogel