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SUPREME COURT  
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SUPREME COURT OF THE STATE OF WASHINGTON

BARBARA BROWN and CINDY HIETT,  
Respondents,

v.

MHN GOVERNMENT SERVICES, INC.; HEALTH  
NET, INC.; and MHN SERVICES CORPORATION  
d/b/a MHN SERVICES CORPORATION, a  
Washington corporation,

Appellants.

*87953-2*  
NO. ~~87643-6~~

STATEMENT OF ADDITIONAL AUTHORITIES

Respondents submit the following additional authorities under RAP 10.8:

1. *Gandee v. LDL Freedom Enterprises, Inc.*, \_\_\_ Wn.2d \_\_\_, \_\_\_ P.3d \_\_\_, No. 87674-6, 2013 WL 454224 (Wash. Sup. Ct. Feb. 7, 2013) for the following issues:

- a. Whether the decision in *AT&T Mobility LLC v. Concepcion*, \_\_\_ U.S. \_\_\_, 131 S. Ct. 1740, 179 L. Ed. 2d 742 (2011) preempts application of state-law unconscionability analysis in arbitration agreements;
- b. Unconscionability analysis where a "loser pays" provision in an arbitration agreement contravenes a Washington statute making the award of fees and costs available to a prevailing plaintiff;

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STATEMENT OF ADDITIONAL AUTHORITIES - 1 of 3  
(No. 87643-6)  
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1 c. Unconscionability analysis where a provision in an arbitration agreement  
2 purports to create a private statute of limitations shorter than allowed by  
3 Washington statute;

4 d. Severability of unconscionable provisions that pervade an arbitration agreement;  
5 and

6 e. Whether a party can “waive” objectionable provisions to somehow moot their  
7 unconscionable effects.  
8

9 2. *Pellegrino v. Robert Half International, Inc.*, 181 Cal. App. 4th 713, 104 Cal. Rptr. 3d  
10 790, 806 (2010), *review granted*, 229 P.3d 100 (Cal. Sup. Ct. 2010) for the following  
11 issue:

12 a. Whether *Perez v. Safety-Kleen Systems, Inc.*, Nos. C. 05-5338, C 07-0886, 2007  
13 WL 1848037 (N.D. Cal. Jun 27, 2007), an unpublished opinion cited for the first  
14 time by MHN in reply, correctly held that an employer can contractually limit the  
15 statute of limitations on wage and hour claims to six months. *Id.* at 806 (“We  
16 respectfully disagree with this interpretation . . . and believe it misstates California  
17 law.”).  
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1 3. California Civil Code § 1670.5(a) for the following:

- 2 a. A trial court judge, under California, upon finding portions of a contract to have  
3 been unconscionable at the time it was made has the discretion to sever or not to  
4 sever the unconscionable provisions. The Superior Court judge relied on this  
5 provision in issuing his oral ruling. VRP 43; and  
6  
7 b. The standard of review.

8 Submitted this 7th day of March, 2013.

9  
10  
11 By 

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Attached for filing in .pdf format is the Statement of Additional Authorities submitted by Respondents in *Brown, et al. v. MHN Government Services, Inc., et al.*, Supreme Court No. 87653-6. The attorney for Respondent filing this brief is Eric D., Gilman, WSBA #41680, 253-620-6521, [egilman@gth-law.com](mailto:egilman@gth-law.com).

Respectfully submitted,

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