

No. 91154-1

SUPREME COURT
OF THE STATE OF WASHINGTON

WASHINGTON COUNTIES RISK POOL; LEXINGTON
INSURANCE COMPANY; AMERICAN INTERNATIONAL GROUP,
INC; and ACE AMERICAN INSURANCE COMPANY,

Respondents,

vs.

CLARK COUNTY, WASHINGTON, a municipal corporation;
DONALD SLAGLE, an individual; LARRY DAVIS, individually, and
as assignee of Clark County and of Donald Slagle; and
ALAN NORTHROP, individually, and as assignee of Clark County
and of Donald Slagle,

Petitioners.

RESPONDENT WASHINGTON COUNTIES RISK POOL'S
ANSWER TO AMICI BRIEFS

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I. INTRODUCTION

The amicus briefs submitted by the Washington Association for Justice Foundation (WSAJ), SEIU Local No. 925 (SEIU), and the Innocence Network (IN) add nothing substantive to petitioners' arguments for imposing the tort duties and liability of an insurer on respondent Washington Counties Risk Pool and its 26 member counties. Amici's arguments only demonstrate that the claim here is totally divorced from the reasons this Court developed the enhanced common law good faith obligations of insurers, and remedies for breach, including the free assignment of claims by insureds and coverage by estoppel against insurers. The Pool is not an "insurer," Clark County and its detective Don Slagle are not "insureds," and Davis' and Northrop's as-yet unadjudicated right to monetary compensation for their wrongful conviction by Clark County and Slagle nine years before the County joined the Pool is no reason to impose Clark County's obligation on the Pool's other members.

A. The courts are bound by the Legislature's definition of joint self-insurance programs, creatures of statute with statutory rights and obligations.

As explained in the Pool's response brief at 28-33, the Legislature authorized local governments to create joint self-insurance programs, RCW 48.62.031(1), defining them as a form of self-insurance and expressly excluding them from the definition of

“insurer,” RCW 48.01.050, under a statutory scheme that is the “exclusive source” of their rights and obligations to provide “joint self-insurance.” Contrary to WSAJ’s claim that RCW Ch. 48.62 is “silent regarding applicability of the Insurance Code” (WSAJ Br. 13), RCW 48.62.011 declares that chapter alone, and not the rest of Title 48, is the “exclusive source of local government entity authority to . . . jointly self-insure risks.”

The statute recognizes the relationship between the members of the Pool as one of equals, governed by statute and by contract; only a “local government entity” may assert rights in a joint self-insurance program. RCW 48.62.031(1); RCW 39.34.030; WAC 200-100-02005 (“Only members may participate in risk-sharing”). The Legislature granted joint self-insurance pools limited authority to act as a “separate legal entity,” RCW 48.62.031(2), .034, while placing oversight with the state risk manager. RCW 48.62.071. WSAJ’s assertion that this Court nevertheless may subject joint self-insurance pools to the full panoply of administrative and tort remedies imposed against insurers is contrary not only to the plain

statutory language but to the entire statutory scheme establishing the Pool as “joint self-insurance.”¹

Amici’s contention that Pool members seek to evade *any* obligation of good faith (SEIU Br. 8) by relying on the very statutes that exclusively govern their relationship is a red herring; the Pool and its members are subject to the good faith duties of all parties engaged in an arm’s length contractual relationship. (See WCRP Resp. Br. 39-40) The issue here is whether the Legislature imposed upon the Pool the *enhanced* obligation of good faith placed only upon *insurers*, which WSAJ concedes is “independently grounded in the Insurance Code [RCW 48.01.030].” (WSAJ Br. 16) WSAJ also concedes (WSAJ Br. 12 n.8) that because a joint governmental self-insurance pool is not an insurer, it cannot be liable for “certain unfair acts and practices,” as it is not governed by the statutes and regulations that specify the good faith duties of a liability insurer to defend, to settle, and to promptly adjust liability claims. See RCW Ch. 48.30; WAC Ch. 284-30; WPI 320.06. But WSAJ fails to explain how the Legislature could have nonetheless intended that the Pool be held to the tort liability of a

¹ WSAJ’s contention that WCRP’s “joint self-insurance program” is not a form of “self-insurance” if there is any transfer of risk through reinsurance or excess insurance (WSAJ Br. 13 n.9) ignores RCW 48.62.031(4)(d), which expressly authorizes a joint self-insurance program to “[j]ointly purchase insurance and reinsurance coverage in such form and amount as the program’s participants agree by contract.” (*infra* at § B.3)

commercial liability insurer that is defined and given effect by the very statutory standards of enhanced good faith from which the Legislature exempted the Pool.

Because governmental joint self-insurance pools are purely creatures of statute, this Court is no more free to impose upon them the common law duties of insurers than it is to impose upon condominium owners the common law rights and duties of property owners, or to fashion common law remedies for statutory arbitration. *See Shorewood W. Condo. Ass'n v. Sadri*, 140 Wn.2d 47, 53, 992 P.2d 1008 (2000) (“Because condominiums are statutory creations, the rights and duties of condominium unit owners are not the same as those of real property owners at common law.”); *Optimer Int'l, Inc. v. RP Bellevue, LLC*, 170 Wn.2d 768, 772, ¶9, 246 P.3d 785 (2011) (“arbitration in Washington is solely a creature of statute”). This Court should hold that the Legislature intended to exempt the Pool from the tort duties and liability of an insurer.

B. There is no basis to impose the common law duties of an insurer on a statutory joint governmental self-insurance pool.

Even were it not precluded by plain statutory language, the Court should nonetheless reject amici's contention that a statutory governmental joint self-insurance pool “should be subject to the

same enhanced” tort duties of a commercial liability insurer as a matter of common law. (WSAJ Br. 13; SEIU Br. 8-12) The establishment of a common law duty is a legal question that “depends on mixed considerations of logic, common sense, justice, policy, and precedent,” *Snyder v. Med. Serv. Corp. of E. Washington*, 145 Wn.2d 233, 243, 35 P.3d 1158 (2001) (quotation omitted), each of which weighs heavily against amici’s attempt to equate a joint governmental self-insurance pool and a liability insurer at common law.

1. A common law duty in tort fails to give appropriate deference to the Legislature.

The common law is the “rule of decision” (WSAJ Br. 15) only “so far as it is not inconsistent with the Constitution and laws of the . . . state of Washington.” RCW 4.04.010. It is one thing to argue that the Court’s common law power allows it to “fill interstices that legislative enactments do not cover” (WSAJ Br. 15, quoting *Parentage of L.B.*, 155 Wn.2d 679, 689, ¶14, 122 P.3d 161 (2005), *cert. denied*, 547 U.S. 1143 (2006)), but another to ask the Court to ignore legislative enactments entirely. *See* Roscoe Pound, *Common Law and Legislation*, 21 Harv. L. Rev. 383 (1908) (courts should play limited role at intersection of common law and legislation). Yet that is what amici do in proposing the Court impose tort duties and remedies upon a statutory entity entirely unknown to the common

law. WSAJ's contention that the "enhanced duty . . . arises in part from the common law" (WSAJ Br. 15) fails to give any, let alone appropriate, deference to a coordinate branch of government and would undermine the Legislature's express intent to provide "maximum flexibility" to local governments entering into joint self-insurance programs. RCW 48.62.011.

2. The policies that this Court has relied on in imposing a tort duty upon insurers are inapposite.

This Court identified the specific policy reasons to impose upon *insurers* the enhanced duty of good faith in the cases amici cite. The Court relied on the "fiduciary relationship existing between the insurer and insured" to recognize an enhanced duty to defend under a reservation of rights, *Tank v. State Farm Fire & Cas. Co.*, 105 Wn.2d 381, 385, 715 P.2d 1133 (1986) (WSAJ Br. 14), adopted a tort remedy of coverage by estoppel to impose "a meaningful disincentive to insurers' bad faith conduct," *Mut. of Enumclaw Ins. Co. v. Dan Paulson Const., Inc.*, 161 Wn.2d 903, 922, ¶37, 169 P.3d 1 (2007) (quotation omitted) (SEIU Br. 10), authorized an insured to consent to a covenant judgment and assign bad faith claims against an insurer "as a keystone to ensuring" insurers' compliance with their duties of good faith (SEIU Br. 10, citing *Bird v. Best Plumbing*

Group, LLC, 175 Wn.2d 756, 764-65, ¶¶14-17, 287 P.3d 551 (2012)); and held that an insurer's bad faith liability may exceed policy limits because "[a]n insurer refusing to defend exposes its insured to business failure and bankruptcy," *Truck Ins. Exch. v. Vanport Homes, Inc.*, 147 Wn.2d 751, 765, 58 P.3d 276 (2002) (SEIU Br. 10-11), and because "an insurer may never put its own interests ahead of its insured's." *Expedia, Inc. v. Steadfast Ins. Co.*, 180 Wn.2d 793, 803, ¶17, 329 P.3d 59 (2014) (WSAJ Br. 19-20).

In contrast to the unequal relationship between an insurer and its policy holders, the 26 Washington counties who have jointly self-insured through the Pool have an agreement among equals. By statute and in fact, the Pool as an "entity" is nothing more than its member counties, whose joint decisions must, by definition and by structure, take into account each of their interests in having a fair and equitable resolution of claims to a defense and indemnity. While an insured obtains "security and peace of mind" simply by paying premiums, each Pool member remains on the hook for any deficits incurred as a result of any claims against *any* of its members, through retroactive assessments determined by the members themselves. RCW 48.62.031(4)(e). (CP 4623) While an insured has no bargaining power over the terms and conditions of liability

coverage, the 26 member counties of the Pool determine for themselves both the terms and amount of coverage, jointly decide whether to purchase reinsurance and excess insurance, and jointly adjudicate whether a member county's tendered claim should be covered by the other county members through a peer review and appeal process unknown to the world of commercial insurance. (CP 4640-43, 7548-50; *see* CP 8339, 8703, 8720); WAC 200-100-02005(1).

Each of these structural differences are made manifest in examining Clark County's attempt in 2012 to retroactively charge the other members of the Pool for its wrongful arrest, prosecution, conviction and imprisonment of Davis and Northrop in 1993. When it joined the Pool a decade later in 2002, Clark County agreed, consistent with RCW 48.62.031(1), that it could not assign its rights in the Pool and that it would be jointly liable for all losses beyond member assessments. (CP 4620, 4623, 4625) Clark County's own risk manager served on the Pool's Board of Directors, Executive Committee and as Pool President (CP 2619-20), approving the terms of the JSLIP and the decision to even out the risk to county pool members by purchasing reinsurance and excess insurance. When Clark County tendered the Davis/Northrop claims to the Pool in 2012, Pool member representatives serving on the Executive

Committee made the final decision denying a defense and coverage.
(CP 7626, 7809)

Had Clark County been entitled to a defense under its agreement with the other county members of the Pool, it could, by contract, recover its defense costs. If entitled to indemnity, it could enforce the benefit of its agreement with its sister counties to recover the \$10 million limits of liability it bargained for. Given each member's mutual rights and obligations in this unique joint self-insurance arrangement, it is both unprecedented and unnecessary to impose upon the Pool and its member counties the tort obligations of insurers in order to protect the contractual interests of Clark County as a member of the Pool. See *Elcon Const., Inc. v. E. Washington Univ.*, 174 Wn.2d 157, 165, ¶12, 273 P.3d 965 (2012) (“An injury . . . is remediable in tort if it traces back to the breach of a tort duty arising independently of the terms of the contract.”) (quotation omitted).

3. The Pool members' fiscally prudent decision to purchase reinsurance and excess insurance does not transform a joint self-insurance program into an insurer.

The Legislature specifically authorized joint self-insurance programs to “[j]ointly purchase insurance and reinsurance coverage in such form and amount as the program’s participants agree by contract.” RCW 48.62.031(4)(d). Amici’s argument that the Pool

forfeited its statutory status as a joint self-insurance program and became an insurer by making the fiscally prudent decision to transfer risk through the purchase of reinsurance and excess insurance (WSAJ Br. 4-5, 13 n.9) thus is without merit. As Amicus Washington Schools Risk Management Pool cogently demonstrates, reinsurance is nothing more than a financing mechanism that amortizes the risk jointly shared by pool members by spreading out losses over time. (WSRMP Br. 18 n.15) The 26 member counties do not get a “free pass” from claims by purchasing reinsurance because their premiums are based primarily on past losses that have never encompassed the extra-contractual liability sought here.

That the Pool members – small and medium size counties – have opted in some (but not all) years to ameliorate the financial uncertainties of varying and periodic claims payments through reinsurance is not remarkable; large self-insured counties, as well as the State of Washington, do exactly the same thing without losing their status as self-insured entities under Washington law. The Pool’s purchase of reinsurance and excess insurance does not transform the Pool into a “front for private insurers” (Davis/Northrop Br. 45) or result in the delegation to private insurers of the “exclusive right to determine whether to pay claims.” (Davis/Northrop Rep. Br. 5)

Instead, imposing upon a governmental joint self-insurance program the tort duties and liabilities of commercial insurers based upon their statutory authority to purchase reinsurance would defeat the plain statutory scheme to establish joint self-insurance programs as an alternative to commercial liability insurance.

4. Tort remedies are unnecessary to protect county Pool members from the threat of losses posed by liability claims.

Finally, members of joint self-insurance programs do not need the tort duties and remedies available to insureds against insurers, because local governments do not face the dire consequences of litigation in the same manner and to the same extent as private insureds. As amici recognize (SEIU Br. 10-12, WSAJ Br. 19-24), “insurance contracts are unique,” because an individual or business purchasing liability insurance “seeks security and peace of mind through protection against calamity.” *Nat’l Sur. Corp. v. Immunex Corp.*, 176 Wn.2d 872, 878, ¶9, 297 P.3d 688 (2013) (quotation and alteration omitted). The consequences of the Pool’s collective decision not to defend or indemnify a county member are simply not comparable to those faced by insureds.

A county sued for the torts of its employees is the real party in interest and is defended by a county prosecutor who has the statutory

obligation to provide civil representation, just as Clark County's Prosecuting Attorney did when Davis and Northrop filed suit. See RCW 36.27.020(3); *Grant Cty. Prosecuting Attorney v. Jasman*, 183 Wn.2d 633, 646-47, ¶26, 354 P.3d 846 (2015) ("prosecutors have a duty to represent county officers in suits against them for money damages and suits in which the State or county is the real party in interest"). RCW 4.96.041(1), (2).² Further, because "[n]o execution may issue for collection of a judgment for the recovery of money or damages against a local governmental entity," RCW 6.17.080, Clark County never faced the harm that the threat of judgment imposes upon insureds – garnishment, execution, and attendant damage to business and reputational harm. See *Safeco Ins. Co. of Am. v. Butler*, 118 Wn.2d 383, 399, 823 P.2d 499 (1992).

By providing joint self-insurance, the Pool and its members are not an "insurer." In joining the Pool, Clark County did not obtain the rights of an "insured" under Washington common law. This

² Moreover, the enhanced common law duty to defend espoused by amici protects an insured from the inevitable conflict of interest that results from an insurer's incentive to defend the claim in a manner that obviates any obligation to indemnify its insured. *Tank*, 105 Wn.2d at 387. But the interests of the Pool members deciding whether to defend a tendered claim are substantially aligned because they have "equal interests in enforcing the contracts protecting the pooling of their resources." *Bd. of Cnty. Comm'rs of Delaware Cnty. v. Ass'n of Cnty. Comm'rs of Okla. Self-Insurance Grp*, 339 P.3d 866, 868 (Ok. 2014).

Court should reject amici's attempt to establish tort obligations and remedies against a governmental joint self-insurance program.

C. Government employees are not “insureds” and have no direct rights or interest in a joint self-insurance program.

- 1. Only counties may be members of the Pool and assert a right to participate in the joint self-insurance; Pool members are barred by contract and by public policy from assigning their rights in the Pool.**

Only “local government entities” can jointly self-insure; only the governmental members of a joint self-insurance program can claim any right or interest in the Pool or any of the coverage its members agree to provide each other. RCW 48.62.011; 48.62.021(2), 48.62.031(1); WAC 200-100-02005 (“Only members may participate in risk-sharing. Only members may participate in the self-insured retention layer, and only members may participate in the joint purchase of insurance or reinsurance.”); (CP 4620: “Pool membership shall be limited to the several counties of the State of Washington”). A non-member may not hold “any right, claim or title to any part, share, interest, fund, premium, or asset of the Pool.” (CP 4625)

Starting with the flawed premise that a county's joint self-insurance program constitutes “insurance benefits and protections that are provided to public employees to help shield them and their families from exposure to . . . personal liability” (SEIU Br. 2), amici

advance the position that county employees such as petitioner Slagle possess the “right of an insured to personally enforce the benefits and protections” under the Pool’s coverage agreements. (SEIU Br. 5) Amici’s assertion that individual government employees may enforce personal rights against the Pool cannot be squared with the governing statute, the plain language of the Interlocal Agreement, or the structure of a governmental joint self-insurance program.

The prohibition on assignment of “any right, claim or interest” in both the Interlocal Agreement (CP 4625) and the JSLIP (CP 372) reflects the governing principle under RCW Ch. 48.62 and WAC 200-100-02005 that only members are responsible for assessments and the liabilities of the Pool in jointly self-insuring. (CP 4622-25) Amici’s reliance on the public policy favoring liberal assignment by insureds of contractual rights and tort claims against insurers ignores the fact that the Pool is not an insurer, but a collective of counties that have pooled resources to more effectively reduce their risk under a joint or cooperative form of self-insurance.

An assignment in contravention of the plain terms of a contract is void, as is an assignment that violates public policy. *Levinson v. Linderman*, 51 Wn.2d 855, 860-61, 322 P.2d 863 (1958) (enforcing specific contractual prohibition against assignment); *Kommavongsa*

v. Haskell, 149 Wn.2d 288, 307-08, 67 P.3d 1068 (2003) (assignments of legal malpractice claims are void as against public policy). The trial court correctly voided the purported assignment of claims to the Pool's assets by Slagle and Clark County to Davis and Northrop on both contractual and public policy grounds.

2. Individual government employees do not have the rights of “insureds” in the Pool, but a statutory right to a defense and indemnity from their government employer.

Focusing solely on the use of the term “insured” in the JSLIP to extend joint self-insurance to “all past and present employees, elected and appointed officials, and volunteers,” (CP 363), amici ignore that the JSLIP expressly incorporates “as a condition to coverage” (CP 370) the statutory requirement that a county member must first find that its employee was “acting or in good faith purporting to act within the scope of their official duties” before any defense and indemnity obligation arises for the acts of an individual employee. (CP 363) RCW 4.96.041(1). If the county's legislative authority makes the requisite finding, a county has *no* discretion; by statute, “the request *shall* be granted . . . the necessary expenses of defending the action or proceeding *shall* be paid by the local governmental entity.” RCW 4.96.041(2) (emphasis added).

In recognition that RCW 4.96.041 makes the local governmental entity the “real party in interest” in tort and civil rights actions, *Grant Cty. Prosecuting Attorney*, 183 Wn.2d at 646-47, including the Section 1983 action filed by Davis and Northrop against Slagle, a government employee acting within the scope of employment is statutorily entitled to full indemnity, irrespective of any limits of any county insurance or joint self-insurance, and is immune from execution. RCW 4.96.041(4). Amici’s hyperbole that hard working public employees will be unable to shield “their personal assets,” that they will lose “all of the benefits and protections provided to every other insured,” or that they would receive “something less” than do individual purchasers of insurance (SEIU Br. 11-12), is absurd.

There is nothing “tautological” about the JSLIP’s incorporation of the defense and indemnity obligations of RCW 4.96.041 as a condition to paying for the defense of individual employees in cases in which the County is the real party in interest.³

³ SEIU argues that county employees have the right to enforce a “broad duty to defend [under] insurance common law” because “a governmental entity may, within its discretion, deny a defense to an employee under RCW 4.96.041 if it deems the employee’s conduct not to have been undertaken in good faith within the course of his/her duties.” (SEIU Br. 7 n.3, 8) There is no such “broad duty” because the finding of good faith and scope of employment (which is far from discretionary) under RCW 4.96.041 is the condition precedent to any obligation of the Pool to provide a defense to a county employee under the JSLIP. (CP 363, 370)

(SEIU Br. 8) *See Colby v. Yakima Cnty.*, 133 Wn. App. 386, 392-93, ¶14, 136 P.3d 131 (2006) (“Although the WCRP allows defense costs in disciplinary proceedings, the policy unambiguously provides that it is further subject to and conditioned upon the provisions of RCW 4.96.041”). In lieu of joining the Pool, Clark County could have (but did not, contrary to SEIU’s assumption), “purchase insurance to protect and hold personally harmless . . . officers, employees and agents.” RCW 36.16.138, .136. Nor is the joint self-insurance authorized by RCW Ch. 48.62 an “alternative” to indemnification of employees via self-insurance under RCW 4.96.041, as WSAJ maintains. (WSAJ Br. 12) Instead, a governmental joint self-insurance program works to fund the indemnity provided public employees under RCW 4.96.041.

Unless public employees obtain commercial liability insurance under policies purchased by their employers pursuant to RCW 36.16.136 and RCW 36.16.138, individual public employees’ right to indemnity and defense of claims is subject to the legislative authority of the local governmental entity under RCW 4.96.041(2). This is true regardless whether their employer is a member of the Pool. The trial court’s order voiding Slagle’s purported assignment did not deprive Slagle, or any other individual employees, of the

“ability to protect themselves from exposure to the liability claims they routinely face.” (SEIU Br. 11)

D. Bad faith law is intended to protect insureds, not finance the tort obligations of local government.

As explained above, the enhanced good faith duty imposed on insurers is intended to protect insureds; the interests of tort victims in fair compensation for injury at the hands of local government is no reason to subject innocent counties to liability in excess of what they expressly agreed to share as a member of a joint self-insurance program. Amicus Innocence Network nevertheless inappropriately asks this Court to compel the Pool’s member counties to fund Clark County’s consent judgment based on an unprecedented contention that a wrongfully convicted defendant does not suffer a personal injury until the final day of incarceration and even though no court has found reasonable the damages to which Clark County consented.

Amici’s claim that governmental misconduct resulting in wrongful arrest and conviction is a continuing tort until exoneration is not supported by any Washington authority.⁴ As discussed in the

⁴ To the contrary, in the cases cited by amici the length of time before the defendant learns of alleged inculpatory information had no relevance to anything but the ability to present the information in a personal restraint petition filed more than a year after the judgment became final. *See, e.g., Matter of the Personal Restraint of Stenson*, 174 Wn.2d 474, 485, ¶15, 276 P.3d 286, *cert. denied*, 133 S.Ct. 444 (2012); *Douglas v. Workman*, 560 F.3d 1156, 1181 (10th Cir. 2009) (IN Br. 11-14).

Pool's response brief at 63-69, unlike environmental pollution from a landfill or the effect of dry rot on a building's foundation, there is nothing latent about wrongful conviction; if Davis and Northrop suffered personal and emotional injury when they were sentenced to prison for crimes they did not commit, that injury occurred in 1993. (*See also* Lexington Br. 27-41)

Even if this Court were to become the only state in the union (save for Louisiana) to adopt a "continuous trigger" theory for *insurance* purposes (WCRP Resp. Br. 65-66), there is no principled policy basis to impose such open-ended liability for *Brady* violations upon the innocent local governments participating in a joint self-insurance program. The other 26 county-members of the Pool agreed to share responsibility for defending and paying claims "caused by an occurrence during the policy period" commencing when Clark County joined the Pool on October 1, 2002 (CP 361-62), not to defend and pay claims that were known to Clark County (through its Detective Slagle, and through its prosecutors, who had been litigating Davis and Northrop's challenges to their convictions based on prosecutorial misconduct) for almost a decade.

Amici's claim that "\$1 million per year of incarceration" has somehow achieved some imprimatur as an appropriate damage

award is particularly misplaced in the context of this dispute where Davis and Northrop are suing the Pool as Clark County's assignees. (IN Br. 14-15) Setting aside the fact that no court has found Clark County's settlement in this case reasonable, here is what the First Circuit said in (reluctantly) affirming an award made *after trial*, in the case relied upon by amici for its "\$1 million/year" standard:

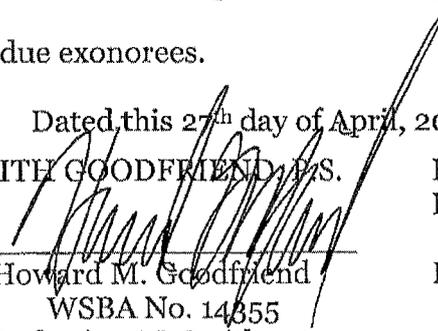
We regard that characterization as unfortunate. As we have emphasized, the district court's awards are at the outer edge of the universe of permissible awards and survive scrutiny, though barely, only because of the deferential nature of the standard of review and the unique circumstances of the case.

Limone v. United States, 579 F.3d 79, 107 (1st Cir. 2009).

Bad faith law is intended to deter the excesses of insurers and to protect their policy holders, not to finance governmental liability for the wrongfully convicted. This case involves the statutory and contractual relationship between county members of a governmental joint self-insurance pool, not the appropriate amount of compensation due exonorees.

Dated, this 27th day of April, 2016.

SMITH GOODFRIEND, P.S.

By:  _____

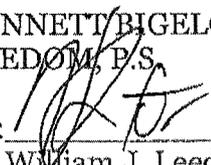
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Attorneys for Respondent Washington Counties Risk Pool

DECLARATION OF SERVICE

The undersigned declares under penalty of perjury, under the laws of the State of Washington, that the following is true and correct:

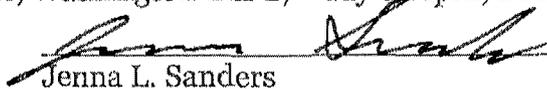
That on April 27, 2016, I arranged for service of the foregoing Respondent Washington Counties Risk Pool's Answer to Amici Briefs, to the Court and to the parties to this action as follows:

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DATED at Seattle, Washington this 27th day of April, 2016.


Jenna L. Sanders

SMITH GOODFRIEND, PS

April 27, 2016 - 3:46 PM

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