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WASHINGTON STATE
SUPREME COURT
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No. 92744-8

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

KING COUNTY,

Respondent,

v.

VINCI CONSTRUCTION GRANDS PROJETS/PARSONS
RCI/FRONTIER-KEMBER, JV, a Washington joint venture;
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
a Connecticut corporation; LIBERTY MUTUAL INSURANCE
COMPANY, a Massachusetts corporation; FEDERAL INSURANCE
COMPANY, and Indiana corporation; FIDELITY AND DEPOSIT
COMPANY OF MARYLAND, a Maryland corporation; and ZURICH
AMERICAN INSURANCE COMPANY, a New York corporation,

Petitioners.

**BRIEF OF AMICUS CURIAE ASSOCIATED GENERAL
CONTRACTORS OF WASHINGTON**

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I. INTRODUCTION

The Court of Appeals erred by relying on inapposite case law in *Colorado Structures* and *Olympic Steamship* as the basis for an award of attorney's fees to King County against Sureties Travelers Casualty and Surety Company of America, Liberty Mutual Insurance Company, Federal Insurance Company, Fidelity and Deposit Company of Maryland, and Zurich American Insurance Company ("Sureties"). The obligation of a surety is coextensive with and measured by the promises of the principal (here, the contractor) to the obligee (here, King County) contained in the contract, and that by the bond the surety only binds itself to the performance of the acts which the principal promises to perform as a part of its contract. Under controlling Washington law, attorney's fees incurred by King County in establishing a breach of contract by Vinci Construction Grands Projets/Parson RCI/Frontier-Kemper, JV ("VPFK"), absent some specific provision in the contract between the parties or statutory authority for such a grant, could not be recovered against VPFK. The performance bond issued by the Sureties makes no provisions for the allowance of attorney fees as a part of the damages or costs in an action for breach of contract. The Court of Appeals disregarded the contracts' provisions and the bonds' terms and allowed an award of attorney fees and expenses to King County

and against the Sureties based on the underlying principles of *Olympic Steamship*.

The Court of Appeals' decision is in derogation of the general principles of surety law. If the Court of Appeals' decision is affirmed by this Court, it will have a significant negative impact on the ability of sureties and contractors to rely on the terms of the construction contract and the performance bonds they are required to provide by statute on public works projects in Washington. If an obligee (King County) can disregard the terms of the contract, general principles of surety law, and the bond's provisions and recover attorney fees based on an equitable principle, the risks and anticipated losses to both sureties and contractors will surely increase. Sureties will have to apply more stringent underwriting standards and charge higher premiums. The tightened underwriting standards will make it more difficult and expensive for contractors, especially small and emerging contractors, to qualify and pay for bonds. The increased risk to contractors and sureties will lead to higher premiums and an increase in the cost of construction, especially public construction on which contract bonds are required by law, to the detriment of Washington taxpayers.

II. IDENTITY OF AMICUS CURIAE

Amicus Curiae Associated General Contractors of Washington (the "AGC") respectfully submits this brief *amicus curiae* in support of

Petitioner Sureties. The AGC, in existence since 1922, is the state's largest, oldest, and most prominent construction industry trade association, representing and serving the commercial, industrial and highway construction industry. The three chapters of the AGC serve more than 1,000 general contractors, subcontractors, construction suppliers and industry professionals. AGC members perform both private and public sector construction, and are involved in all types of construction in the state, including office, retail, industrial, highway, healthcare, utility, educational and civic projects.

The construction industry's contribution to the state's economy is significant. A 2012 University of Washington annual study revealed that, in 2011, more than 192,800 workers were employed by contractors, construction services and material suppliers in the state, and the workers in the construction industry comprised 8.3% of the state's private sector workforce. When the construction industry grows, the state's economy exponentially grows with it. For each dollar invested in new construction, an additional \$1.97 in economic activity is generated throughout the state. AGC members have built and are presently constructing many of the state's most significant public works projects.

Division One erroneously concluded that pursuant to the equitable principles of *Olympic Steamship*, a governmental entity is entitled to an

award of attorneys' fees despite the governmental entity not including a fee provision in its construction contract and no settlement offer was made under RCW 39.04.240. Division One's decision is contrary to the reasons set forth in *Olympic Steamship* justifying an equitable remedy as well as the general principles of surety law and statutory requirements, ultimately allowing a governmental entity to obtain a unilateral fee award against the surety and ultimately the General Contractor, who is obligated to indemnify the surety on the performance bond on a public works contract, improperly transferring the burden onto the General Contractor.

III. ISSUES ADDRESSED BY AMICUS CURIAE

This brief addresses the issue of whether a government entity can rely on the equitable principles of *Olympic Steamship* as an alternate ground for an award of fees in derogation of the general principles of surety law, and when that same government entity dictates the terms and conditions of its public works contract and its statutorily-required bond but declines to include a fee provision in either document and never makes a settlement offer in accordance with the statute.

IV. STATEMENT OF THE CASE

AGC adopts the Sureties' Statement of the Case.

V. ARGUMENT

Washington adheres to the "American rule," which holds that,

absent a contract, statute, or recognized equitable principle, attorney fees are not available as either costs or damages. *City of Seattle v. McCreedy*, 131 Wn.2d 266, 273-74, 931 P.2d 156 (1997). A surety's liability on a bond is coextensive and measured by the promises of the principal (VPMK) to the obligee (King County), and the surety by the bond binds himself only to the performance of those acts which the principal promises to perform as part of his contract. *Tucker v. Brown*, 20 Wn.2d 740, 150 P.2d 604, 658 (1944). A surety can be bound only to the extent and in the manner and under the circumstances set forth in its bond, and that it assumes no liability beyond those set forth in the suretyship agreement. *Fancher Cattle Co. v. Cascade Packing, Inc.*, 26 Wn.App. 407, 410, 613 P.2d 178, review denied, 94 Wn.2d 1012 (1980). The surety cannot be held liable unless the named principal is liable. See e.g., *State ex rel. Reitmeier v. Oakley*, 129 Wash. 553, 225 P. 425, 428 (1924); *Tucker v. Brown*, 20 Wn.2d 740, 150 P.2d 604, 658 (1944).

In Washington, surety contracts are subject to the rules governing contracts. *Nat'l Bank of Wash. v. Equity Investors*, 86 Wn.2d 545, 546 P.2d 440, 444 (1976). The touchstone of the interpretation of contracts is the intent of the parties. *Scott Galvanizing, Inc. v. Nw. EnviroServices, Inc.*, 120 Wn.2d 573, 844 P.2d 428, 432 (1993). Here, King County concedes there is no statute specifically authorizing an award of attorney fees to any

party. Moreover, King County concedes there is no specific provision in the contract for such an award. VPFK, the principal, had no legal obligation to pay King County's attorney's fees under the construction contract. The Sureties never agreed that VPFK had breached the contract and King County never asked the Sureties to complete the project under the terms of its performance bond. King County terminated the contract and took over the completion of the project based on the rights under the contract between it and VPFK. There is no language in the contract remotely suggestive of any right to the recovery of King County's attorney's fees incurred in establishing a breach of the contract.

Also, the performance bond makes no provision for recovery of attorney fees in addition to the bond's face amount. The bond is just what its designation signifies, it is a bond specifically conditioned on the performance by VPFK of its obligations under the contract with King County. The obligation of the Sureties is accordingly to be measured by the promises and specific liabilities of its principal, VPFK, and those obligations can be no broader or more extensive than those of its principal. Since VPFK is not liable for King County's attorney's fees incurred in litigating its liability for breach of the contract, the Sureties cannot be held liable for King County's attorney's fees under the performance bond.

There is no basis for departing from the general principles of suretyship law as enunciated by numerous state and federal cases which have considered the issue. In the cases that have addressed whether a surety is liable for attorney's fees incurred by the Obligee in establishing a breach of contract, uniformly the courts have ruled that, absent some specific provision in the contract between the parties for such an award or statutory authority for such a grant, a surety is not liable for attorney's fees on the performance bond. For example, in *Contractors Equipment Maintenance Co., Inc. ex rel. United States v. Bechtel Hanford, Inc.*, 514 F.3d 899, 903 (9th Cir. Wash. 2008), the court ruled that the Federal district court erred by relying on a subcontract as the basis for awarding attorney fees against the subcontractor's surety, where the rider to the performance bond surety agreement expressly limited the surety's liability to the costs of performing the subcontract.

In *Federal Surety Co. v. Basin Constr. Co.*, 91 Mont. 114, 5 P.2d 775 (1931), the court held that the surety, while liable for the principal amount of the bond, was not liable for the attorney fees of the obligee, where the bond provided that the surety would indemnify the obligee from any and all loss and damage directly arising from the failure of the principal to perform the contract. The court said that because there was no express provision made either by statute or by the contract or the bond for the

allowance of attorney fees as part of the damages or costs in an action for breach of contract, they are not recoverable against the surety.

In *National Surety Co. v. Runnelstown Cnsol. School*, 146 Miss. 277, 284-285, 111 So. 445 (1927), the court stated:

In the absence of a statute of contract authorizing the collection of such fees, adversary attorney's fees are not recoverable in a suit for the breach of a contract. We have no statute making the surety on a contractor's bond liable for attorney's fees incurred by the obligee in case of default by the principal and suit on the bond, and neither the contract nor the bond in the case at bar contained any such provision. This being true, we are of the opinion that the allowance of attorney's fees was erroneous.

This ruling was reaffirmed in *Mississippi Fire Insurance Company v. Evans*, 153 Miss. 635, 120 So. 738 (1929); *Alexander v. The Fidelity & Casualty Company*, 232 Miss. 629, 100 So.2d 347 (1958).

In *Ranger Const. Co. v. Prince William County School Bd.*, 605 F.2d 1298 (4th Cir. 1979), a school construction contractor filed for breach of contract against a school board, and the school board filed a counterclaim. The school board then terminated the contract and sought attorney's fees on the performance bond by Travelers. The construction contract and the performance bond made no provisions for the recovery of attorney fees. The Court of Appeals for the Fourth Circuit ruled that since the contractor is not liable for attorney's fees incurred by the School Board in litigating its liability for breach of the contract, then the surety Travelers cannot be liable.

See, e.g., *National Union Indemnity Company v. R.O. Davis, Inc.*, 393 F.2d 897, 900 (5th Cir. 1968).

In those cases in which the surety was obligated to pay the obligee's attorney's fees after the contractor's breach of contract, the following three elements without exception have been found: (a) a construction contract; (b) providing for attorney's fees to the successful litigant, and (c) supported by a contract of surety with a third party. See *North American Specialty Ins. Co. v. Chichester School Dist.*, 158 F. Supp. 2d 468, 156 Ed. Law Rep. 882 (E.D. Pa. 2001); *Jackson v. Hollowell*, 685 F.2d 961 (5th Cir. 1982); *T&R Painting Construction, Inc. v. St. Paul Fire & Marine Ins. Co.*, 23 Cal. App. 4th 738, 29 Cal. Rptr. 2d 199 (2d Dist. 1994).

The Court of Appeals has asserted that, although the County specifically declined to include an attorneys' fees provision in its contract and the County failed to avail itself of the fee option under the Public Works Act, Chapter 39.04 RCW, the County is nevertheless entitled to attorneys' fees in accordance with the *Olympic Steamship, Inc. v. Centennial Insurance Co.*, 117 Wn.2d 37, 811 P.2d 673 (1991) and *Colorado Structures, Inc. v. Insurance Co. of the West*, 161 Wn.2d 577, 167 P.3d 1125 (2007) decisions.

This Court recently recognized, however, "that *Colorado Structures* does not have a majority rule on its main proposition regarding attorney

fees, whether *Olympic Steamship* fees are available in the context of a performance bond as opposed to an insurance contract.” *Matsyuk v. State Farm Fire & Cas. Co.*, 173 Wn.2d 643, 660 n.5, 272 P.3d 802 (2012). For the reasons below, this Court should resolve the issue addressed in *Colorado Structures* and hold that a government entity is not entitled to *Olympic Steamship* fees when a public works performance bond is at issue because (A) a public works performance bond is not an insurance policy, (B) the policy reasons behind *Olympic Steamship* fee awards are not present, and (C) a comprehensive statutory scheme governs entitlement to fee awards.

A. A public works performance bond is not an insurance policy.

While insurance contracts are in many respects similar to surety contracts, an insurance policy and a surety bond are separate and distinct. *Pearlman v. Reliance Ins. Co.*, 371 U.S. 132, n.19, 83 S. Ct. 232, 9 L. Ed. 2d 190 (1962) (“Suretyship is not insurance”). The role of the surety is different from that of an insurer because:

1. The surety bond is a financial credit product, not an insurance (indemnity) product;
2. The surety has a “contractual” relationship with two parties that often have conflicting interests, causing the surety to balance these interests when responding to claims;
3. The surety bond form customarily is written or furnished by the obligee rather than the surety.
4. The surety customarily is requested to assure performance of construction contracts that are sufficiently large to warrant

bonding and typically are entered into by parties with commercial sophistication, relative parity of bargaining power and access to ample legal and technical advice;

5. The bond premium usually is paid by the contractor to the surety out of the contract price, rather than directly by the obligee to the surety, although it is not uncommon for obligees to reimburse contractors for the premium; and

6. The pricing of the premium by the surety is not based upon risk of fortuitous loss, but assumes reimbursement to the surety from the principal and indemnitors for any loss.

Philip L. Bruner & Patrick J. O'Connor, Jr., 4 Bruner & O'Connor on Construction Law § 12:7 (2016) (quotation reformatted and citations omitted).

Central to these distinctions is the relationships among the parties to the different contract. An insurance policy is a two-party contract in which the insurer assumes primary responsibility for a risk of loss. RCW §§ 48.01.040-050. In contrast, a surety bond is a three-party contract in which the principal remains primarily liable for the underlying obligation. *Honey v. Davis*, 131 Wn.2d 212, 218, 930 P.2d 908 (1997). In a bonding relationship, both the surety and the principal, in this case the contractor, are bound upon the obligation, with the principal having the primary obligation. "If, however, the surety performs the obligation of the principal, or where the surety's property is used to satisfy the principal's duty, the principal is required to reimburse the surety." *Id.* Thus, the surety guarantees performance of the obligation, but the primary responsibility

remains with the principal (contractor). *Id.* When contract disputes arise between the obligee and the principal as to whether the principal has breached the contract and is in default, it may be difficult for the surety to determine which party is in the right and whether its own performance is due under the bond. Permitting obligees (here the County) to sue the surety for attorney's fees under equity principles or in tort may allow obligees to gain additional leverage with sureties and principals (contractors) that principals do not have in contract disputes. With such increased leverage, obligees will have sufficient power to detrimentally affect the interests of principals when disagreements arise during construction. These considerations, which have no parallel in disputes involving insurance policies, weigh against the recognition of extra-contractual liability in the performance bond context.

In both *Olympic Steamship* and *Colorado Structures*, the Court reasoned that fee awards would encourage the prompt payment of claims and prevent the insurer or surety from withholding payment, "gambling that the transaction costs of litigation will dissuade even a percentage of their obligees from asserting their right to payment." *Colorado Structures*, 161 Wn.2d at 602. The relationship of a surety contract, however, frustrates that goal. In the surety context, as opposed to the insurance contract, the surety will not always be the party responsible for the fee award. Rather,

because the principal is required to reimburse the surety, the principal, in this case, the contractor, will be the party ultimately responsible for reimbursing the surety. The surety, therefore, does not have the same incentive and, more importantly, it will be the contractor that suffers for the surety's failure and/or deficiencies.

While the equitable fee award is aimed at penalizing the surety for the surety's actions or inaction, such an award in fact penalizes the third party to the contract—the principal (contractor). RCW 39.08.010 requires the prime contractor on all public works projects over \$35,000 to provide performance and payment bonds. Here, King County was not awarded fees and costs against the Sureties resulting from their own breach or default on their bond obligations. Contrary to *Colorado Structures, Inc. v. Insurance Co. of the West*, 161 Wn.2d 577, 167 P.3d 1125 (2007), there was no wrongful denial of payment by the Sureties in this case. The attorney's fees recovered by King County are not fees incurred by King County in establishing a right to coverage under the bond, but are fees incurred to establish that VPFK breached the contract, giving King County a right to damages. Attorney's fees incurred for establishing the basic claim of breach of performance and for providing the elements of damages for such breach are clearly not recoverable under Washington law or general principles of surety law recognized in other jurisdictions, apart from some contrary

statute or provision in the construction contract itself. This is true whether the bond is construed as a performance bond or a bond of indemnity. A payment and performance surety bond is not an insurance contract. Different public policy concerns apply that do not justify exposing sureties and ultimately their principals to unlimited attorneys' fees.

If *Olympic Steamship* applies to those bonds, the contractor will be at a substantial disadvantage in dealings with the owner and subcontractors or suppliers. In any dispute, the opposing party can simply sue the contractor's surety, or include the surety in a suit against the prime contractor, and then recover attorney fees under *Olympic Steamship*, even where the public works contract contains no attorneys' fee clause. Accordingly, the award inequitably imposes the sureties' faults on the third party contractor and may in fact encourage suits. The Court should decide that the equitable bases for awarding attorney fees in *Olympic Steamship* do not apply to public works surety bonds.

B. The *Olympic Steamship* and *Colorado Structures* reasoning as the basis for the equitable fee award are not present.

Beyond failing to achieve the goal set forth in *Colorado Structures* and *Olympic Steamship*, the facts also do not meet the main premise behind the *Olympic Steamship* fee award. The rationale of the *Olympic Steamship* rule was summarized in *McGreevy v. Oregon Mutual Insurance Company*,

128 Wn.2d 26, 904 P.2d 731 (1995). The court noted, first, that an “insurance contract [is] substantially different from other commercial contracts.” *Id.* at 35. Specifically, in insurance contracts there is a “disparity of bargaining power between an insurance company and its policyholder,” permitting the insurer to offer the contract form on a “take it or leave it basis.” Second, an insurance contract is intended to protect the insured from litigation, rather than involve the insured in “vexatious, time-consuming, expensive litigation with his insurer.” *Id.*

In the case of a public works performance bond, unlike insureds, neither factor is met. First, there is a reverse relationship in the disparity of bargaining power. Rather than the insurance policy being the adhesion contract, a public works contract is a contract of adhesion. *See e.g., Hanson Excavating Co., Inc. v. Cowlitz County*, 28 Wn. App. 123, 126, 622 P.2d 1285 (1981). Further, pursuant to RCW 36.32.250, the governmental entity dictates the terms and conditions of the public works contract, as well as the terms of the statutorily-required bond and whether the contract contains an attorneys’ fees provision. Thus, the performance bond is selected by the obligee (not the surety as in the case of insurance policy and is, therefore, not the sureties’ adhesion, “take it or leave it” contract.

Additionally, the obligee (here, the County) possesses ample bargaining power to negotiate terms that encourage timely performance of

bond obligations and that provide for attorney's fees and interest when breaches occur. Obligees may also require liquidated damages provisions to discourage nonperformance by sureties. Accordingly, fee awards appear largely unnecessary to induce a surety's performance or to fully compensate for a surety's actions. Second, while an insurance contract is intended to protect the insured from litigation with its insurers, this principal is far more complicated in a surety contract. An insured's obligation is solely to its insured. In contrast, a surety has a contractual relationship with both the principal and the project owner/obligee, who often have conflicting interests. The surety is required to balance these conflicting interests when responding to claims under the bond. For example, a surety has the right to investigate and to perform the bonded obligation to minimize its damages. Further, as is the case, here, the contractor may have reasonable contract arguments for why the Contractor is not in default that precludes the surety from immediately taking action. A surety is not acting as merely a guarantor of payment of damages and fees to the Project owner. Therefore, there are other considerations that may require litigation or prevent immediate action on the part of the surety.

Here, *Olympic Steamship* provided two reasons for its equitable fee award in the case of insurance contracts that do not apply to public works contracts. Therefore, there is no basis to apply that rule to public works

contracts as the Court of Appeals has done. Accordingly, the Court should decide that the equitable bases for awarding attorney fees in *Olympic Steamship* do not apply to public works surety bonds.

C. A comprehensive statutory scheme governs entitlement to fee awards.

Finally, an *Olympic Steamship* fee award is inappropriate in light of the comprehensive statutory scheme governing public works contracts. When the legislature establishes a condition precedent to particular relief, the courts will not “give relief on equitable grounds in contravention of [the] statutory requirement.” *Longview Fibre Co. v. Cowlitz County*, 114 Wn.2d 691, 699, 790 P.2d 149 (1990); *see also Williams v. Duke*, 125 Wash. 250, 254, 215 P. 372 (1923) (“[W]herever the rights or the situation of the parties are clearly defined and established by law, equity has no power to change or unsettle those rights or that situation.”) (quoted case omitted). Here, a comprehensive statutory scheme governs fee awards in public works contracts. As discussed above, for public works contracts, the statutory performance bond is not negotiated (as was the case in *Colorado Structures*), but rather dictated by statute. RCW 39.08.010 requires the prime contractor on all public works projects over \$35,000, as was the project at issue in this case, to provide performance and payment bonds. In turn, RCW 36.32.250 provides that the government entity dictates the terms

of both the construction contract and the statutorily-required public works contract.

If the governmental entity wants to recover attorney fees in the event of a public works contract dispute, the public entity can certainly include a fee provision in its contract or the statutory bond. The winning bidder, because the contract is one of adhesion, is obliged to accept it. RCW 4.84.330, however, provides that if a fee provision is one sided (i.e., allows for only one party to recover fees if that party is the prevailing party in a dispute), the attorney fee provision must apply to both parties regardless of whether the other party is specified in the Contract. Therefore, cognizant of the mutual fee provisions of RCW 4.84.330, it is AGC's experience that public works owners rarely include attorney fee provisions in their contracts or with the performance bond, seeking to avoid the risk of having to pay a fee award to a contractor. Similar to most government entities, King County declined to include a fee provision in either its Contract or in the statutory bond language.

In the absence of a contractual fee provision, RCW 39.04.240 authorizes an award of fees in actions arising out of a public works contract only if the party seeking fees, including the governmental entity, betters a timely settlement offer. There is no dispute that this is an action arising out of a public works contract. The legislative intent behind RCW 39.04.240

was to encourage early settlement of public works contract disputes and avoid unnecessary litigation costs. The legislature noted that “[t]hese contracts are very one-sided, and...the public agency has little incentive to compromise or settle now.” House Bill Report, H.B. 1671, 1999 Reg. Sess. RCW 39.04.240 “works well to save both sides time and money. It...is a two-edged sword that will force both sides to act reasonably.” House Bill Report, H.B. 1671. King County never made an offer of settlement under the statute in this case.

Thus, to allow an *Olympic Steamship* award provides a public owner with the ability to obtain a fee award ultimately from the contractor (the principal required to reimburse the surety) even though the government entity declined to include a fee award in the contract and the government entity did not make an offer of settlement under RCW 39.04.240. This allows the government entity a third avenue to obtain fees when, in contrast, the contractor only has the option of RCW 39.04.240. Such a ruling would undermine RCW 39.04.240 and the intent of encouraging early settlement. The government agency now has less incentive to settle if it can obtain its fees from an alternative equitable basis.

The *Olympic Steamship* rule is a “narrow exception” to the American Rule, applicable only where the specific facts and circumstances warrant and are consistent with this Court’s power to craft equitable

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General Contractors of Washington

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that on this 28th day of November, 2016, I caused to be e-filed and served a true and correct copy of a Motion for Leave to File Brief of Amicus Curiae on Behalf of Associated General Contractors of Washington and Brief of Amicus Curiae Associated General Contractors of Washington via email and first class mail, postage prepaid to the following interested parties:

Office of Clerk Washington Supreme Court Temple of Justice P.O. Box 40929 Olympia, WA 98504-0929	<input checked="" type="checkbox"/> by E-Filing <input type="checkbox"/> by Electronic Mail <input type="checkbox"/> by Facsimile <input type="checkbox"/> by First Class Mail <input type="checkbox"/> by Hand Delivery <input type="checkbox"/> by Overnight Delivery
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I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed at Seattle, Washington this 28th day of November, 2016.

s/Lindsay K. Taft

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From: OFFICE RECEPTIONIST, CLERK
Sent: Monday, November 28, 2016 4:59 PM
To: 'Rachelle Greenidge'
Cc: Lindsay Taft; John Ahlers
Subject: RE: 92744-8; King County v. Liberty Mutual Ins. Co., et al

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From: Rachelle Greenidge [mailto:rachelle.greenidge@ac-lawyers.com]
Sent: Monday, November 28, 2016 4:31 PM
To: OFFICE RECEPTIONIST, CLERK <SUPREME@COURTS.WA.GOV>
Cc: Lindsay Taft <ltaft@ac-lawyers.com>; John Ahlers <jahlers@ac-lawyers.com>
Subject: 92744-8; King County v. Liberty Mutual Ins. Co., et al

Good afternoon,

Attached for filing in the above-referenced Supreme Court Case, are a Motion for Leave to File Brief of Amicus Curiae, along with the Brief of Amicus Curiae Associated General Contractors of Washington and a Certificate of Service. Thank you.

The filing attorney information is as follows:

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Thank you.

Sincerely,

Rachelle M. Greenidge
Legal Assistant to John P. Ahlers and Lindsay K. Taft

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