

FILED
SUPREME COURT
STATE OF WASHINGTON
1/2/2018 4:11 PM
BY SUSAN L. CARLSON
CLERK

NO. 94525-0

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

BRANDON APELA AFOA, an individual,

Respondent,

vs.

PORT OF SEATTLE, a Local Government Entity in the State of Washington,

Petitioner.

**APPEAL FROM KING COUNTY SUPERIOR COURT
Honorable Judith H. Ramseyer, Judge**

**PETITIONER'S ANSWER TO WASHINGTON STATE LABOR COUNCIL
AMICUS BRIEF**

Address:

**2318 Mill Road, Suite 1100
Alexandria, Virginia 22314
(703) 248-7005**

**819 Virginia Street, Suite C2
Seattle, WA 98101-4433
(206) 623-0229**

**1215 Fourth Avenue, Suite 1700
Seattle, WA 98161-1087
(206) 292-4900**

LeCLAIRRYAN

**By Mark A. Dombroff
Mark E. McKinnon
Pro Hac Vice Attorneys for Petitioner**

**NORTHCRAFT, BIGBY & BIGGS,
P.C.**

**By Mark S. Northcraft WSBA #7888
Attorneys for Petitioner**

REED McCLURE

**By Pamela A. Okano WSBA #7718
Attorneys for Petitioner**

TABLE OF CONTENTS

	Page
I. ARGUMENT.....	1
A. THE AGENCY EXCEPTION TO RCW 4.22.070(1) DOES NOT APPLY.....	2
B. ALLOCATION OF FAULT TO THE AIRLINES WAS APPROPRIATE BECAUSE THE JURY FOUND THEM CONCURRENTLY NEGLIGENT	5
II. CONCLUSION	13

TABLE OF AUTHORITIES

Washington Cases

	Page
<i>Afoa v. Port of Seattle</i> , 176 Wn.2d 460, 296 P.3d 800 (2013) (<i>Afoa I</i>).....	2, 3, 6
<i>Afoa v. Port of Seattle</i> , 198 Wn. App. 206, 393 P.3d 802 (2017).....	5
<i>Edgar v. City of Tacoma</i> , 129 Wn.2d 621, 919 P.2d 1236 (1996)	7, 8
<i>Herring v. Texaco, Inc.</i> , 161 Wn.2d 189, 165 P.3d 4 (2007).....	10
<i>Martin v. Abbott Laboratories</i> , 102 Wn.2d 581, 689 P.2d 368 (1984).....	10
<i>Millican v. N.A. Degerstrom, Inc.</i> , 177 Wn. App. 881, 313 P.3d 1215 (2013), 179 Wn.2d 1026 (2014)	5
<i>Moss v. Vadman</i> , 77 Wn.2d 396, 402, 463 P.2d 159 (1969)	3
<i>Mutual of Enumclaw Ins. Co. v. Wiscomb</i> , 97 Wn.2d 203, 643 P.2d 441 (1982).....	9
<i>Sofie v. Fibreboard Corp.</i> , 112 Wn.2d 636, 771 P.2d 711, 780 P.2d 260 (1989).....	4
<i>Weinert v. Bronco Nat. Co.</i> , 58 Wn. App. 692, 795 P.2d 1167, 1170 (1990).....	6

Constitutions

CONST. art. I, § 21	4
---------------------------	---

Statutes

Laws of 1986, ch. 305 Tort Reform Act.....	8, 12
Laws of 1986, ch. 305, § 100.....	8, 9, 12
RCW 4.22.070	7, 8, 10

RCW 4.22.070(1).....	1, 2, 4, 6, 7, 13
RCW 4.22.070(1)(a)	2, 3, 4
RCW 4.22.070(1)(b).....	7
RCW 4.22.070(3).....	7
RCW ch. 49.17	
Washington Industrial Safety and Health Act	
("WISHA")	3, 4, 5, 6, 8, 9
RCW tit. 51	
Industrial Insurance Act.....	7

Rules and Regulations

14 C.F.R. Part 121.....	3
14 C.F.R. Part 139.....	3

Other Authorities

Sydney Brownstone, "State Fines Alaska Airlines for Failing to Keep Baggage Handlers Safe," THE STRANGER, (March 8, 2016) (https://www.thestranger.com/slog/2016/03/08/23680676/state-fines-alaska-airlines-for-failing-to-keep-baggage-handlers-safe)	9, 10
C. Jorgensen & H. Jeffers, <i>Damned If You Do, Damned If You Don't: The Expansion of Tort Liability to Airport Owners & Operators Who Regulate Airline & Vendor Operations</i> , 81 J. Air L. & Com. 631 (Fall 2016)	2
Steve Wilhelm, "Alaska Airlines, baggage-handler Menzies fined by labor regulators," PUGET SOUND BUSINESS JOURNAL (March 8, 2016) (https://www.bizjournals.com/seattle/news/2016/03/08/alaska-airlines-baggage-handler-menzies-fined-by.html).....	9

060240.000107/785389

I. ARGUMENT

RCW 4.22.070(1) provides (emphases added):

In *all* actions involving fault of more than one entity, the trier of fact *shall* determine the percentage of the total fault which is attributable to *every* entity which caused the claimant's damages except entities immune from liability to the claimant under Title 51 RCW.... Judgment *shall* be entered against *each* defendant except those who have been released by the claimant or are immune from liability to the claimant or have prevailed on any other individual defense against the claimant *in an amount which represents that party's proportionate share of the claimant's total damages*. The liability of *each* defendant shall be several only and *shall not be joint* except:

(a) A party shall be responsible for the fault of another person or for payment of the proportionate share of another party where both were acting in concert or when a person was acting as an agent or servant of the party.

The jury found the Port retained “a right to control the manner in which the plaintiff’s employer [EAGLE] performed its work or maintained its equipment used to provide ground support work for the non-party air carriers.” (CP 4839) The jury was not asked to, and did not find that the Port retained any right to control any aspect of the non-party air carriers’ work. (CP 4780-834, 4839-42) Thus, in accordance with RCW 4.22.070(1), the trial court allowed the jury to decide whether to attribute fault to “every entity which caused [plaintiff’s] damages” and held that the Port’s liability would be several only. Amicus Washington

State Labor Council (WSLC) asks this Court to rule otherwise.¹

A. THE AGENCY EXCEPTION TO RCW 4.22.070(1) DOES NOT APPLY

WSLC urges the Court to send “a message” to the Port by holding the Port jointly and severally liable for the judgment below. Specifically, WSLC claims the master/servant/agency exception of RCW 4.22.070(1)(a) applies to preclude fault allocation. Thus, WSLC’s argument hinges upon finding the existence of an agency between the Port and the airlines. (WSLC Amicus Brief 6-7) In short, if the Port is to be jointly liable with the airlines, the airlines had to have been the Port’s agents.²

However, as discussed below and in the Port’s Supplemental Brief,³ even if the agency issue had been properly preserved, there is no basis, factual or otherwise, to conclude the Port and the airlines were in an agency relationship. First, the plaintiff failed to preserve this issue for

¹ WSLC’s attempt to impugn the Port’s defending this lawsuit (Amicus Brief of Washington State Labor Council 3-5) on the ground the Port should have known of its duties before the accident is meritless as is shown in C. Jorgensen & H. Jeffers, *Damned If You Do, Damned If You Don’t: The Expansion of Tort Liability to Airport Owners & Operators Who Regulate Airline & Vendor Operations*, 81 J. Air L. & Com. 631 (Fall 2016) (discussing *Afoa v. Port of Seattle*, 176 Wn.2d 460, 296 P.3d 800 (2013)).

² WSLC seemingly concedes there are only two exceptions to the rule of several liability, both of which are explicitly set forth in the statute. The Legislature’s decision to except only two types of vicarious liability from the allocation of fault contained in RCW 4.22.070(1) is evidence of its intent that the broad principles of the statute would apply in cases like this under the well-recognized rule of *expressio unius est exclusio alterius*. See Petitioner/Cross-Respondent’s Supplemental Brief at pp. 7-8.

³ The Port incorporates by reference the arguments set forth in its Supplemental Brief.

agency relationship. First, the plaintiff failed to preserve this issue for appeal, and, therefore, this Court should not consider WSLC's argument in this regard. *See* Supplemental Brief at pp. 9-12.

Second, pursuant to the applicable Federal Aviation Regulations that govern the operations of airports and certificated air carriers, the Port cannot legally act as the "master" or "principal" of an airline. *See, e.g.*, 14 C.F.R. Part 139; 14 C.F.R. Part 121; *see also* Supplemental Brief at pp. 11-12. As a result, the agency exception in RCW 4.22.070(1)(a) does not apply.⁴

Third, even if the jury could have properly considered whether there was an agency, either under WISHA or common law, the issue was never presented to it. One requirement of agency is control. *Afoa v. Port of Seattle*, 176 Wn.2d 460, 488, 296 P.3d 800 (2013) (*Afoa I*); *Moss v. Vadman*, 77 Wn.2d 396, 402, 463 P.2d 159 (1969). While the jury decided whether the Port had retained a right to control **EAGLE's** work (CP 4839), the jury was never asked to decide whether the Port retained a right to control the **airlines'** work, let alone whether the airlines were agents of the Port. (CP 4780-834, 4839-42)

⁴ RCW 4.22.070(1)(a) also provides that "[a] party shall be responsible for the fault of another person or for payment of the proportionate share of another party where both were acting in concert." WSLC does not contend the "acting in concert" exception applies. Moreover, and for the reasons stated in its Supplemental Brief, there is no basis to conclude the Port and the airlines were "acting in concert". *See* Supplemental Brief at 9-10.

There was evidence that the Port did not retain the right to control the carriers vis-à-vis their control over EAGLE. For example, EAGLE's contracts with the airlines typically included standardized contracts created by the International Air Transport Association, an international airline trade association. (RP 975-76; Exs. 322-25) There was no evidence the Port had anything to do with the creation of such contracts. These standardized contracts included provisions that EAGLE was to perform services including those with a safety aspect according to the airline's procedures and/or instructions. (Ex. 322, Evergreen 00225, art. 5, §§ 5.1, 5.2; Ex. 323, PORT 119742, art. 5, §§ 5.1, 5.2; Ex. 324, PORT 119742, art. 5, §§ 5.1, 5.2; Ex. 325, Hawaiian 1 (incorporating by reference IATA Airport Handling Manual (AHM) 810)); *see also* n. 5 *infra*. Thus, a factual issue existed, and the Port had a constitutional right to have the issue tried by a jury. WASH. CONST. art. I, § 21; *see generally Sofie v. Fibreboard Corp.*, 112 Wn.2d 636, 771 P.2d 711, 780 P.2d 260 (1989). As there is no jury finding that the Port and the airlines were in an agency relationship, there is no basis to conclude that the exception in RCW 4.22.070(1) is applicable.

The agency exception to RCW 4.22.070(1)(a), which is based on vicarious liability principles, also does not apply because the Port did not delegate its WISHA related duties and responsibilities to the airlines. The

Court of Appeals noted that “[t]he label ‘nondelegable duty’ does not mean that an actor is not permitted to delegate the activity to an independent contractor. Rather, the term signals that the actor will be vicariously liable for the contractor’s tortious conduct in *the course of carrying out that activity.*” *Afoa v. Port of Seattle*, 198 Wn. App. 206, 231-32, 393 P.3d 802 (2017) (quoting *Millican v. N.A. Degerstrom, Inc.*, 177 Wn. App. 881, 896, 313 P.3d 1215 (2013), 179 Wn.2d 1026 (2014) (emphases added)). Stated differently, an entity can only be held to be vicariously liable for breach of a nondelegable duty by a third-party when that entity *actually* delegated its duty to a third-party. Here, there is no evidence to suggest that the Port delegated its WISHA related duties to the airlines. As a result, under these circumstances, there is no basis to hold the Port vicariously liable for the actions of the airlines because the airlines were not carrying out the Port’s safety responsibilities under WISHA.⁵

B. ALLOCATION OF FAULT TO THE AIRLINES WAS APPROPRIATE BECAUSE THE JURY FOUND THEM CONCURRENTLY NEGLIGENT

WSLC also advances several different policy reasons why the Court should affirm the panel’s holding that the Port is vicariously liable

⁵ The Associated General Contractors of Washington (AGC) asserted substantially similar arguments in its amicus curiae brief. In the interests of judicial economy, the Port incorporates by reference the arguments asserted on pages 8-16 of the AGC brief.

for the fault of the non-party airlines. But the Legislature has already established the public policy applicable in this case—RCW 4.22.070(1).

In any event, WSLC first alleges that the Port is the entity best able to protect worker safety at the airport, because it has “power over all other actors at the airport” and thus should not be able delegate its responsibilities in this regard to other entities who have only partial or limited control over worker safety.⁶ (WSLC Amicus Brief 8) But the jury was not asked to decide whether the Port had power over all actors at the airport. It was asked to decide only whether the Port retained a right to control EAGLE’s work or equipment maintenance. (CP 4839-42)

Moreover, this is not a case in which the Port is trying to “pass off” responsibility to entities that otherwise had no responsibility for, or control over, worker safety, or no independent liability for the plaintiff’s injuries. It is undisputed that the airlines owed *independent nondelegable duties* under WISHA with respect to worker safety at the airport. (CP 4806, 4808, 4811) *See Afoa I*, 176 Wn.2d at 495. The jury was, therefore,

⁶ It has been recognized that oftentimes a subcontractor is, in fact, the entity in the better position to inspect and supervise the activities of a third-tier subcontractor with whom it has contracted. *See, e.g., Weinert v. Bronco Nat. Co.*, 58 Wn. App. 692, 697, 795 P.2d 1167, 1170 (1990). Here, the airlines were the entities in the best position to inspect and supervise EAGLE’s activities. The airlines not only hired EAGLE to perform services for them, but each did one or more of the following: trained EAGLE employees; required it to provide pushbacks, perform “in accordance with the Carrier’s instructions,” do whatever the airline told EAGLE to do; and reserved the rights to inspect EAGLE’s services, provide supervision therefor, perform safety audits, and typically had a safety representative present when EAGLE worked a flight to ensure it was performing up to standard. (RP 954, 979, 996, 2874, 2879, 2941, 2967-68, 3005; Exs. 322-25).

correctly instructed that the airlines with whom EAGLE contracted owed plaintiff duties that were separate and independent from those duties owed by the Port. (CP 4806, 4808, 4811)⁷ After considering all the evidence, the jury determined the airlines breached the duties owed and that each airline was 18.7 percent at fault for plaintiff's injuries. (CP 4842) The airlines are, therefore, "entit[ies] which caused the claimant's damages,"⁸ under the clear terms of the statute. Hence, the judgment against the Port "in an amount which represents that party's proportionate share of the claimant's total damages," as required by RCW 4.22.070(1).

In addition, affirming the panel's decision on fault allocation would be inconsistent with this Court's holding in *Edgar v. City of Tacoma*, 129 Wn.2d 621, 630, 919 P.2d 1236 (1996). In *Edgar*, this Court held that RCW 4.22.070 does not prevent a non-immune defendant, such as the Port, from defending itself from liability by presenting evidence that a worker's injuries were caused in whole or in part by the negligence of a third-party, including those entities that are immune from liability. 129 Wn.2d at 630 (finding that "[n]on-immune defendants . . . may still avoid

⁷ It was the airlines, not the Port, that entered into contracts with EAGLE to provide the airlines ground handling services. (Exs. 322-25)

⁸ Except for RCW 4.22.070(1)(b) and (3), exceptions not pertinent here, the only entities to which the jury cannot attribute fault are "entities immune from liability to the claimant under Title 51 RCW." RCW 4.22.070(1). The airlines are not entities immune from liability under RCW Title 51; therefore, it was proper for the jury to attribute fault to them.

liability by establishing that the negligence of the plaintiff's employer was the sole proximate cause of the accident.") Here, based on the evidence presented at trial, the jury determined that the airlines were partially at fault for the plaintiff's injuries, thus limiting the Port's liability as anticipated in *Edgar*. *Edgar* would be rendered meaningless, if, after presenting evidence sufficient to limit its liability, the Port is determined to be jointly and severally liable for the airlines' breaches of their independent and separate WISHA duties. In other words, if the statute is interpreted as suggested by WSLC, there would be absolutely nothing the Port could do to defend itself from liability, because it would always be found to be vicariously liable for breaches of an airline's concurrent duties to comply with WISHA.

Entering judgment against the airlines is also consistent with and promotes the Legislature's purpose for enacting the Tort Reform Act of 1986 of which RCW 4.22.070 is a part. The Legislature noted that "[t]he purpose of this chapter is to enact further reforms in order to create a more equitable distribution of the cost and risk of injury and increase the availability and affordability of insurance" and that "counties, cities, and other governmental entities" were being faced with "increased exposure to lawsuits and awards and dramatic increases in the cost of insurance coverage," leading to "higher taxes, loss of essential services, and loss of

the protection provided by adequate insurance.” 1986 Wash. Laws ch. 305, § 100. The Port, a governmental entity, should not be required to bear the entire risk of injury, when the airlines were also in a position, if not the best position, to ensure that EAGLE was complying with both its WISHA and contractual duties and responsibilities.

WSLC also claims there are persistent ground safety problems at the airport and unjustifiably accuses the Port of willfully and intentionally neglecting its duty to provide a safe environment for all employees working at the airport. In support thereof, the WSLC relies on one instance wherein the Washington State Department of Labor and Industries (DLI) imposed fines on Menzies Aviation and Alaska Airlines for workplace safety violations in March of 2016.⁹ See WSLC Amicus Brief at pp. 2-5, 8-9. However, and contrary to WSLC’s assertions, the DLI has repeatedly stated that the violations for which both Menzies Aviation and Alaska Airlines were fined are “not very common” at the airport. See Steve Wilhelm, “Alaska Airlines, baggage-handler Menzies fined by labor regulators,” PUGET SOUND BUSINESS JOURNAL (March 8, 2016) (<https://www.bizjournals.com/seattle/news/2016/03/08/alaska-airlines-baggage-handler-menzies-fined-by.html>); see also Sydney

⁹ This Court should disregard WSLC’s attempt to bring in what essentially amounts to new evidence not part of the record. (WSLC Amicus Brief 2-3, 7-9 & n.1) *Mutual of Enumclaw Ins. Co. v. Wiscomb*, 97 Wn.2d 203, 210-11, 643 P.2d 441 (1982).

Brownstone, “State Fines Alaska Airlines for Failing to Keep Baggage Handlers Safe,” THE STRANGER, (March 8, 2016) (<https://www.thestranger.com/slog/2016/03/08/23680676/state-fines-alaska-airlines-for-failing-to-keep-baggage-handlers-safe>). In fact, no other airlines or vendors at the airport have been cited for this kind of violation in the last five years. *Id.* It is also important to note that, DLI did not fine the Port or otherwise indicate that the violations found in 2016 were the fault of, or otherwise attributable to the Port. WSLC has offered no other evidence to support its claims that there are persistent ground safety problems at the airport.

WSLC’s argument that “[t]he injured worker should not be forced to sue everyone at the multiemployer job site in order to ensure that he or she receives proper compensation,” is without merit. (WSLC Amicus Brief 10) First, RCW 4.22.070 basically requires a plaintiff to sue virtually everyone at fault or risk not being able to recover all of his or her damages. Thus, personal injury suits with multiple defendants are no longer uncommon. *See, e.g., Herring v. Texaco, Inc.*, 161 Wn.2d 189, 165 P.3d 4 (2007) (10 defendants). Even before RCW 4.22.070 was enacted, plaintiffs were suing multiple defendants. *See, e.g., Martin v. Abbott Laboratories*, 102 Wn.2d 581, 689 P.2d 368 (1984) (14 defendants). Although the Port is not minimizing the difficulties of suing multiple

defendants, WSLC does not explain why plaintiff here should be any different than other plaintiffs who sue multiple entities.

Furthermore, although it is true that there are approximately 200 independent contractors operating at the airport, including 34 different air carriers, it is not credible to suggest that when there is a workplace injury, an injured party has absolutely no idea who to sue, and must spend time and money to investigate which of the 200 independent contractors and/or approximately 50 air carriers is potentially responsible. (CP 2390, 2967, 3003-04, 3019)

Plaintiff's employer, EAGLE, worked for a total of four different airlines. (Exs. 322-25) Even in the unlikely event that plaintiff's work did not show him which airlines his employer worked for, he has never asserted that he was burdened or otherwise unable to identify those parties potentially at fault for his injuries. In fact, despite arguing he was prejudiced by the Port's "failure" to timely identify as non-parties at fault the four airlines that contracted with EAGLE, plaintiff had no difficulty identifying them, as he sued all four—China Airlines, Ltd, Hawaiian Airlines, Inc., EVA Airways Corporation and British Airways, PLC. (CP 7020-48) Moreover, his attorneys knew the identity of the carriers no later October 2009, when the Port provided them with its agreements with the airlines. (CP 320)

Further, even had there been some question as to which entities were potentially legally responsible for his injuries, nothing prevented plaintiff from seeking leave to amend his complaint to add defendants identified through the discovery process.¹⁰ In fact, as noted by the United States District Court for the Western District of Washington, plaintiff's inability to join the airlines in the lawsuit against the Port, thereby precluding him from recovering from the airlines, was due solely to his own actions. (CP 5385, 6858-67, 6909, 7300-01)

WSLC's "solution" —i.e. that an injured worker simply sue the Port every time one is injured at the airport and let the Port "figure out" which other parties need to be involved—is contrary to public policy and runs afoul of the Legislature's purpose for enacting the Tort Reform Act of 1986. In enacting the Tort Reform Act of 1986, the Legislature found that "counties, cities, and other governmental entities [were being] faced with increased exposure to lawsuits and awards and dramatic increases in the cost of insurance coverage," and that those increased costs "ultimately affect the public." 1986 Wash. Laws ch. 305, § 100. Interpreting the statute to charge the Port with the airlines' fault, as WSLC suggests, is contrary to the Legislature's explicit concerns, as it would encourage litigation and increase the related costs to both the Port and the public.

¹⁰ Simply because the airlines denied they were liable for the accident did not prevent or otherwise impede the plaintiff's ability to file suit against them.

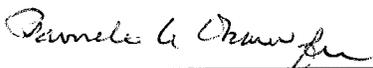
Finally, WSLC's attempt to analogize the Port's position to what WSLC calls earlier employers' attempts "to place blame for industrial accidents onto others" should be rejected. (WSLC Amicus Brief 11) The jury found the Port liable for its own negligence and allocated 25% of the fault to it. (CP 4839-40, 4842) The Port is not seeking to shift that fault to others. What the Port is seeking is enforcement of the Legislature's will as set forth in RCW 4.22.070(1) so that it will be liable only for its own fault.

II. CONCLUSION

The WSLC has not advanced any convincing reason why the decision of the Court of Appeals should be affirmed. Fault was properly allocated to the airlines pursuant to RCW 4.22.070(1), and this Court should reverse the Court of Appeals decision on fault allocation and reinstate the trial court's judgment.

DATED this 2nd day of January, 2018.

LECLAIRRYAN

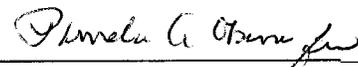
By 
Mark. A. Dombroff
Mark E. McKinnon
Pro Hac Vice Attorneys for Petitioner

REED McCLURE

By 
Pamela A. Okano WSBA #7718
Attorneys for Petitioner

060240.000107/785029

NORTHCRAFT, BIGBY &
BRIGGS, P.C.

By 
Mark S. Northcraft WSBA #7888
Attorneys for Petitioner

REED MCCLURE

January 02, 2018 - 4:11 PM

Transmittal Information

Filed with Court: Supreme Court
Appellate Court Case Number: 94525-0
Appellate Court Case Title: Brandon Apela Afoa v. Port of Seattle
Superior Court Case Number: 09-2-06657-4

The following documents have been uploaded:

- 945250_Answer_Reply_20180102160600SC467090_2821.pdf
This File Contains:
Answer/Reply - Other
The Original File Name was ANSWER WA State Labor Council Amicus Brief.PDF
- 945250_Briefs_20180102160600SC467090_6255.pdf
This File Contains:
Briefs - Answer to Amicus Curiae
The Original File Name was ANSWER WSAJ Amicus Brief.PDF
- 945250_Other_20180102160600SC467090_0202.pdf
This File Contains:
Other - Affidavit of Service
The Original File Name was AFFIDAVIT of Service.PDF

A copy of the uploaded files will be sent to:

- Mark.Dombroff@leclairryan.com
- andrew_biggs@northcraft.com
- bonitaf@richter-wimberley.com
- danhuntington@richter-wimberley.com
- derek@bishoplegal.com
- eileen.mckillop@sedgwicklaw.com
- iglitzin@workerlaw.com
- jaime.becker@osborne.cc
- mark.mckinnon@leclairryan.com
- mark_northcraft@northcraft.com
- mclifton@rmlaw.com
- merickson@rmlaw.com
- mschein@sullivanlawfirm.org
- ray@bishoplegal.com
- tara@bishoplegal.com
- valeriemcomie@gmail.com

Comments:

Sender Name: Jessica Pitre-Williams - Email: jpitre-williams@rmlaw.com

Filing on Behalf of: Pamela A. Okano - Email: pokano@rmlaw.com (Alternate Email:)

Address:
1215 Fourth Ave., Ste. 1700

Seattle, WA, 98161
Phone: (206) 386-7060

Note: The Filing Id is 20180102160600SC467090