

No. 95531-0

NO. 75671-1-I

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

DIVISION I

KING COUNTY CORRECTIONS GUILD,
Appellant,

v.

JARED KARSTETTER and JULIE KARSTETTER,
Respondents.

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Division I
State of Washington

APPELLANT'S REPLY BRIEF

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I. INTRODUCTION

In the Brief of Respondents, Respondent Jared Karstetter (“Karstetter”) erects a straw man, mischaracterizing Appellant King County Corrections Guild (“the Guild”) as seeking a ruling that would require broad changes to Washington law by “render[ing] each [existing] compensation agreement of an attorney-employee as *prima facie* fraudulent.” Brief of Respondents (“Resp. Brf.”) at 17. The truth is the opposite; what would disrupt clear and settled Washington law would be to permit discharged attorneys to bring wrongful discharge claims, and breach of contract claims premised on the client’s termination of the attorney-client relationship, notwithstanding the undisputed right of clients to fire their attorneys “at any time, with or without cause.” RPC 1.16, Comment 4.

Likewise, despite Karstetter’s contentions, the Guild does not seek a ruling that that “persons licensed to practice law in Washington are, as a class, wholly exempted from the protections and remedies typically afforded to other employees under Washington law.” Resp. Brf. at 2. The Guild acknowledges that in an appropriate case, the Washington State Supreme Court might conceivably rule that that an attorney might have a viable “wrongful discharge” cause of action against his/her former

employer-client – for example, for violation of a state anti-discrimination statute.

Karstetter, however, claims merely that he was terminated as the Guild's lawyer (and employee) because he agreed to provide information to the King County Ombudsman's Office to assist in its alleged parking reimbursement investigation against two Guild members, individuals it was Karstetter's job to represent, not to injure. He has thus failed either to assert any "clear public policy" which would be jeopardized by the termination, as the tort of wrongful discharge requires, *see Rickman v. Premera*, 184 Wn.2d 300, 310, 358 P.3d 1153 (2015); *Gardner v. Loomis Armored, Inc.*, 128 Wn.2d 931, 941, 913 P.2d 377 (1996), or to show that any such public policy, if it existed, is sufficient to overcome the well-established public policy permitting legal clients to terminate their attorney-client relationships at their election.

Accordingly, the Guild submits this timely reply brief in support of its appeal, requesting that the Court issue an order reversing the trial court's July 21, 2016 order and remanding this matter with instructions that the two causes of action at issue here be dismissed with prejudice.

IV. ARGUMENT

A. **Dismissal Of Karstetter's Breach Of Contract Claim Is Warranted Because Under Settled Washington Law, The Specific Contract Terms Karstetter Seeks To Enforce Violate Public Policy.**

As was noted in Appellant's Updated Opening Brief, under Washington law, contractual promises between attorneys and clients which violate public policy are unenforceable. *LK Operating, LLC v. Collection Group, LLC*, 181 Wn.2d 48, 92, 331 P.3d 1147 (2014). As was demonstrated in that Brief, at pages 11-12, well in excess of ninety years of unwavering Washington precedent, establishes that notwithstanding the existence of a written contract, "a client may discharge his attorney at any time with or without cause." *Belli v. Shaw*, 98 Wn.2d 569, 577, 657 P.2d 315 (1983). *See also Wright v. Johanson*, 132 Wash. 682, 692, 233 P.16 (1925) (noting that even as of the date of that decision, 1925, this was a "firmly established rule"). This result is also clearly compelled by Comment 4 to RPC 1.16, which notes the undisputed right of clients to fire their attorneys "at any time, with or without cause." In light of both the Washington precedent previously cited to this Court, and Comment 4 to RPC 1.16, it is beyond reasonable dispute that to the extent that the provisions of the written agreement entered into between the Guild and the The Law Firm of Jared C. Karstetter, Jr., P.S., purported to limit the right

of the Guild to fire Karstetter, those provisions are unenforceable as violative of public policy.

Unable to either distinguish or evade this authority, Karstetter attempts to persuade this Court that the Guild seeks a ruling that *the whole* of the fee agreement between Karstetter's law firm and the Guild, or even *the act of executing* such an attorney-client fee agreement (or putative employment contract), should be found contrary to public policy. The Guild seeks no such ruling.

Because Karstetter misconstrues the Guild's argument, his analysis of *LK Operating* is flawed. Karstetter argues that because (1) "a contract of employment – even one that involves an attorney employee," – is not *per se* injurious to the public, and (2) Karstetter allegedly did not commit an RPC violation by entering into that contract, the agreement between Karstetter's law firm and the Guild cannot be deemed void as against public policy.

But it is not the general concept of an alleged "contract of employment" between the Guild and Karstetter's law firm that the Court should scrutinize for its injuriousness, but rather the *specific contract terms* Karstetter is seeking to enforce here: terms that substantively restrict a legal client from terminating its attorney except "for just cause" and that purport to procedurally require that the client provide "due notice," "an

opportunity to correct any behavior [the client] deems inappropriate,” “an opportunity to answer all charges,” and other “fundamental due process” before termination can be effected as “a final option.” Complaint, Ex. A at 2-3, CP 12-13.¹ While breaches of other provisions of an attorney-client contract, or even potentially of other portions of the contract that was formerly in place between the Guild and The Law Firm of Jared C. Karstetter, Jr., P.S., could very possibly be actionable under Washington law, the terms of the contract at issue here that purported to prevent the Guild from dispensing with Karstetter’s services absent “just cause” and due process violate public policy because they purport to divest the client of the fundamental right to end an attorney-client relationship at his or her election.

Likewise, it is Karstetter’s attempt to enforce the specific terms above that distinguishes the instant case from *Chism v. Tri-State Constr., Inc.*, 193 Wn. App. 818, 374 P.3d 193 (2016), which Karstetter relies upon for the broad generalization that “attorney-employee actions against their client employers” are permitted, Resp. Brf. at 16-17, 19. In *Chism*, it was undisputed that the attorney had *resigned* from his employment by his client-employer; thus, this Court was not called upon to enforce terms

¹ See also CP 19-20 (the Guild’s motion to dismiss, which explained that Karstetter’s breach of contract claim must fail because “*the portions of the agreement that Karstetter alleges entitle him to continued employment... are unenforceable.*”) (emphasis added).

preventing or constraining the client’s right to terminate an attorney-client relationship. *Chism*, 193 Wn. App. at 835 (reciting trial court’s factual finding: “Chism said that... he would have to resign. He did so the same day.”). Chism was merely seeking enforcement of contractual agreements with his client-employer for *certain sums of money which he had already earned*, funds which the trial court had ordered disgorged from Chism despite jury findings that he had earned them as wages and that the client-employer had willfully withheld them. *Id.* at 836-38.²

Further, Karstetter’s urging that the Court must not find any “ethical conflict *inherently* exists between an attorney-employee and client-employer when negotiating compensation” and that the Court must consider whether the contract constituted a transaction prohibited by RPC 1.8 in order to find the contract terms above void for public policy (*see*, Resp. Brf. at 16-17) misstates both the Guild’s argument and Washington law. The Court need not focus on whether Karstetter’s conduct constitutes a direct RPC violation, and the Guild does not seek any such ruling. The Court must merely look at whether the contract terms cited above, which

² This presents an additional, significant point of distinction between *Chism* and the instant case. Whereas the *Chism* Court found that those circumstances invoked the “strong legislative preference in favor of employers paying *earned* wages (*Chism*, 193 Wn. App. at 860) (emphasis added) warranting restoration of the sums to Chism, here Karstetter seeks payment of sums he has *undisputedly never earned* (prospective payment for eight months of legal work never performed, on account of his termination). Thus, whether considered as attorney fees or wages, the same “significant threat to the legislative policy in favor of the consistent payment of employee wages,” posed by the trial court ruling in *Chism* is not present here. *Id.* at 860.

Karstetter seeks to enforce, conflict with the public policy acknowledged by both RPC 1.16 and Supreme Court and Court of Appeals precedent, in a manner that could injure the public.³ *See, LK*, 181 Wn.2d at 86-88.

B. The Court Should Dismiss Plaintiff's Claim Without Further Factual Development Because The Contract Terms In Question, On Their Face, Conflict With RPC 1.16 And Clear Washington Public Policy.

It is well established that a court need not look further than the face of a contract to consider its enforcement unless the terms stated therein are ambiguous. *Quadrant Corp v. Am. States Ins. Co.*, 154 Wn.2d 165, 171, 110 P.3d 733 (2005). While Karstetter urges the Court to allow the trial court to “conduct a ... factual inquiry” into the intent of the parties at the time of the contract (*see* Resp. Brf. at 12, 24-25), Karstetter fails to cite any ambiguity in the terms discussed above which would merit such inquiry. In fact, the Court can determine from the face of Karstetter's Complaint and the contract he seeks to enforce whether the contractual provisions relied upon by Karstetter in his claim for breach of contract violate public policy. As explained above, they clearly do.

Additionally, the Court need not resolve the parties' dispute as to whether Karstetter was an in-house counsel employee of the Guild, or an

³ The Washington Supreme Court has expressly stated that the rule permitting a client to discharge his counsel exists “for the protection of the client in particular and the public in general.” *Kimball v. Pub. Util. Dist. No. 1 of Douglas Cnty.*, 64 Wn.2d 252, 257, 391 P.2d 205 (1964). Thus, the final *LK* criterion for finding Karstetter's contrary contract provisions unenforceable is plainly satisfied.

attorney whose law firm, The Law Firm of Jared C. Karstetter, Jr., P.S., was an independent contractor providing services to the Guild, before finding dismissal warranted.⁴ Even assuming *arguendo* that Karstetter's assertion of an employer-employee relationship is correct, he has cited no Washington authority that dictates that the RPC 1.16 and judicially-protected right of legal clients to terminate their legal counsel freely does not apply to legal clients with in-house employee attorneys.

RPC 1.16, Comment 4 provides generally that, “A *client* has a right to discharge a *lawyer* at any time, with or without cause, subject to liability for payment for the lawyer's services.” (Emphasis added). It contains no express exceptions for in-house employment relationships.⁵ Further, neither RPC 1.16 nor its Comments confine the application of this client right to “vulnerable or less sophisticated” legal clients nor, in duration, to the life of a discrete “legal controversy that [may be] sensitive,

⁴ The reference in Karstetter's brief, at 7, note 20, to undersigned counsel having generically referred to Mr. Karstetter as having been an “employee” of the Guild, a comment made while counsel was extemporaneously addressing the Washington State Public Disclosure Commission regarding Mr. Karstetter's primary responsibility in conducting certain campaign finance transactions for the Guild, transactions which the State of Washington has subsequently deemed unlawful, cannot fairly be characterized as a concession that the legal relationship between Mr. Karstetter and the Guild was one of common-law employment, and it was not such a concession.

⁵ Comments 5 and 6 to this RPC contemplate two other exceptions under which a client may be legally prevented from freely terminating counsel (when counsel is appointed by a court and when a client has severely diminished capacity and lacks the legal capacity to effect termination) and provide guidance for such situations. No mention of any client-employer exception is made.

highly personal, and filled with emotion for the layperson client,” as Karstetter contends without authority. Resp. Brf. at 10.

The cases in which Washington courts have articulated this fundamental client right have, likewise, characterized it without the limitations Karstetter suggests this Court should impose on it:

- “Unlike general contract law, under a contract between an attorney and client, a client may discharge his attorney at any time with or without cause... Ordinarily, no special formality is required to discharge an attorney and any act of the client indicating an unmistakable purpose to sever relations is sufficient... Employment of other counsel, which is inconsistent with the continuance of the former relationship, shows an unmistakable purpose to sever the former relationship.” *Belli v. Shaw*, 98 Wn.2d at 577;
- “A client may, at any time, either for good or fancied cause, or out of whim or caprice, or wantonly and without cause whatever, discharge his attorney and terminate the attorney-client relationship... This rule, though a harsh and stringent one against the attorney... is thought necessary for the protection of the client in particular and the public in general. But a necessary and rightful corollary to this rule which permits the client to discharge his attorney without good cause, is the obligation implied in law to pay the attorney a reasonable fee for the services he has rendered to the client up to the date the attorney-client relationship is terminated.” *Kimball v. Pub. Util. Dist. No. 1 of Douglas Cnty.*, 64 Wn.2d at 257-58 (internal citations omitted);
- “Because of the personal and confidential nature of the attorney-client relationship, the client may, at any time and for any reason or without any reason, discharge his attorney. This does not constitute a breach of the [attorney-client] contract. The right to discharge an attorney is a term of the contract, implied from the particular relationship that exists between attorney and client. The client retains the power and right to

discharge the attorney.” *Seattle Inv. Co. v. Kilburn*, 5 Wn. App. 137, 138, 485 P.2d 1005 (1971).

No Washington authority suggests that the relationship between an in-house attorney and private client-employer is any less “personal and confidential [in] nature” such that the client forsakes its innate right to discharge the attorney – a right which Washington courts have held must be implied as a term of attorney-client contracts, preventing breach of contract claims from arising through attorney termination. *Id.*⁶

Corey v. Pierce County, cited by Karstetter, is inapposite in that the *Corey* Court does not appear to have been presented and been asked to grapple with the employer-County’s fundamental, RPC-based right, as a legal client, to discharge a lawyer-employee. *See, Corey*, 154 Wn. App. 752, 769-71, 225 P.3d 367 (2010) (addressing other arguments, primarily based on RCW 36.27.040, RCW 41.56.030(2), and the Pierce County Charter). “An opinion is not authority for what is not mentioned therein and what does not appear to have been suggested to the court by which the opinion was rendered.” *Continental Mutual Savings Bank v. Elliot*, 166 Wn. 283, 300, 6 P.2d 638 (1932); *see also Hizey v. Carpenter*, 119 Wn.2d 251, 264–65, 830 P.2d 646 (1992) (holding that where a prior decision

⁶ *Cf. Fetty v. Wenger*, 110 Wn. App. 598, 600 fn. 4, 36 P.3d 1123 (2001) (explaining rationale for plaintiff-attorney’s *quantum meruit* action: “Because no breach [of contract] occurs [from an attorney’s termination], a discharged attorney may not sue on a contingent fee agreement, but must sue in *quantum meruit* arising out of the contract for the reasonable value of the services rendered...” (internal citations omitted)).

merely “*assumed*, without squarely addressing,” the relevance of the Code of Professional Responsibility and the Rules of Professional Conduct, the Supreme Court would not deem the prior decisions as any kind of precedent on the issue in question) (emphasis in original).⁷

Moreover, Washington law recognizes that there are differences in the legal relationships, rights, and responsibilities of attorneys in private practice and those in public-sector roles. *See, e.g.*, RPC, Scope, § 18 (describing certain such differences, e.g., “under various legal provisions... government lawyers may [have] authority concerning legal matters that ordinarily reposes in the client in private client-lawyer relationships.”); *see also, Wise v. City of Chelan*, 133 Wn. App. 167, 172, 135 P.3d 951 (rejecting city’s *Belli*-based argument to void employment contract with municipal judge, as “[t]he relationship was not that of attorney and client,” and thus, contract was not “an attorney-client contract under which the client can discharge its attorney at any time”).

⁷ *Accord: ETCO, Inc. v. Department of Labor and Industries*, 66 Wn. App. 302, 307, 831 P.2d 1133 (1992) (“Where the literal words of a court opinion appear to control an issue, but where the court did not in fact address or consider the issue, the ruling is not dispositive and may be reexamined without violating *stare decisis* in the same court or without violating an intermediate appellate court’s duty to accept the rulings of the Supreme Court.”); *Rainier Nat. Bank v. McCracken*, 26 Wn. App. 498, 510, 615 P.2d 469 (1980) (“We do not consider that opinion controlling here because on the face of that ruling, and from the lack of any authority cited in the opinion to support it, it seems obvious that the deposits in court statute ... was not cited to the court and was therefore overlooked.”).

C. Public Policy Considerations Favor Non-Enforcement Of The Contract And A Legal Client Should Not Bear The Risk Of His Attorney's Failure To Research The RPCs And Likely Unenforceability Of A Contract He Drafted.

Plaintiff's equitable arguments regarding promissory estoppel, equitable estoppel/laches, and waiver, unsupported by any legal authority arising out of any similar claim, do not apply, as RPC 1.16, Comment 4 and case law make clear that client may exercise its right to terminate "at any time," and in no way suggest that this right is lost either by the mere passage of time or by the fact that a naïve or negligent attorney might have relied on a contrary understanding of his rights.

Moreover, while Karstetter makes much of the Guild's failure to investigate the enforceability of its agreement with his law firm until 4 years into a 5 year contract, there is no reason to have expected the Guild to investigate this issue until problems in the attorney-client relationship gave the Guild a motivation to explore whether it had the right to rid itself of an attorney whose conduct it no longer found acceptable. In the instant case, of course, the triggering event for the Guild to conduct this inquiry was learning of Mr. Karstetter's unprofessional, disloyal, and damaging conduct, i.e., his intentional disclosure of client confidences. *See, e.g.*, Opening Brief of Appellant at 4 fn. 1, 8 (noting that Mr. Karstetter admittedly disclosed client confidences).

Moreover, it is an attorney's obligation to read and know the Rules of Professional Conduct. *See, e.g., Matter of McGough*, 115 Wn.2d 1, 18, 793 P.2d 430 (1990) ("We recognize that the Rules of Professional Conduct place a heavy burden of ethical responsibility upon the shoulders of lawyers. Nonetheless, it is a load which must be carried."). Thus, Karstetter cannot be heard to complain that he did not know that the "just cause dismissal" provisions he bargained into his law firm's contract with the Guild were unenforceable until years into the agreement; it was his duty to ascertain for himself whether the terms of a contract he hoped to enforce were, or were not, in conflict with state law and RPC 1.16. As a matter of law, the equities of enforcement versus non-enforcement do not weigh in Karstetter's favor.

Finally, despite Karstetter's attempts to argue in equity that he has been denied the benefit of a bargain, the RPCs and Washington case law make abundantly clear that not *every* bargain an attorney can wrangle from a legal client is worthy of enforcement. No matter how Karstetter seeks to slice and dice the equities of the situation, the bottom line is still the same: Karstetter, an attorney with many decades of experience, chose to negotiate an extremely unusual contract that purported to preclude his client from firing him (or his law firm) without "just cause" and certain other protections, even though he knew or should have known, at the time

he negotiated it and at all times thereafter, that such a contract was unenforceable under Washington law. Karstetter cannot be heard now to complain that he has unfairly been injured by that fact.⁸

D. Even If Circumstances Exist Where A Fired Attorney Could Assert A Viable Claim for Wrongful Discharge From Employment, Dismissal Of Karstetter's Wrongful Discharge Claim Is Appropriate Here, As There Is No "Clear Public Policy" In Washington Which Protects Or Directly Relates To A Private Attorney's Cooperation With A King County Parking Reimbursement Investigation That Is Directed At Union Members That Attorney Himself Represents.

Though Karstetter seeks to cloak himself in the mantle of a whistleblower, the facts alleged in his Complaint and briefs wholly fail to assert any actual activity by Mr. Karstetter which "directly relates to" or "was necessary for the effective enforcement of" a protected public policy (much less any "clear public policy" as controlling case law requires). *See, Rickman v. Premera*, 184 Wn.2d at 310. In essence, Karstetter claims that while the King County Ombudsman's Office was conducting an investigation into two King County employee-Guild members' parking reimbursements by the County, it asked him for documents in his possession, documents he had obtained through his role as legal representative of the Guild. Complaint at ¶¶ 22, 26, CP 6-7; Resp. Brf. at

⁸ Notably, Karstetter has never claimed that he was in any way vulnerable or less sophisticated than his lay client, such that it unfair to impose upon him the full consequences of his decision to enter into the contract he negotiated and signed on behalf of his law firm, and any such assertion would be risible.

19-20. Even though no subpoena or court order had been issued, Karstetter claims that his voluntary decision to provide the information requested was protected under Washington whistleblower law and that his termination, as a result, was unlawful. *Id.*

To date, Karstetter has failed to provide any legal authority that supports his contention that his actions constituted “whistleblowing,” or would directly relate to or be necessary for the effective enforcement of a clear public policy. In his Complaint, Karstetter alleged that his cooperation in the County investigation was protected by the King County Code, however the County Code protects only *County employees* from retaliation for reporting or assisting in County investigations. *See*, King County Code, Section 3.42.010 (“[C]ounty employees are encouraged to report on improper governmental action... [T]his chapter provides *county employees* a process for reporting... and protection from retaliatory action...”) (emphasis added). In the Brief of Respondents, Karstetter again directs the Court to whistleblowing statutes unrelated to him and the facts he asserts: RCW 42.41.040, which expressly only protects “local government employee[s]”, and RCW 49.60.210, the Washington Law Against Discrimination, which protects (1) those who complain of “practices forbidden by [that] chapter” (i.e., unlawful discrimination on the basis of a protected characteristic), (2) state employees who report

improper governmental actions under the State Employee Whistleblower Protection Act (Chapter 42.40 RCW), and (3) those who report fraud within the state's public assistance programs to the Department of Social and Health Services' Office of Fraud and Accountability pursuant to RCW 74.04.012.⁹

Because Karstetter cannot identify any clear public policy favoring, much less requiring, him to have taken the action he took, he cannot establish that any clear public policy would be jeopardized by discouraging his alleged actions.¹⁰ *Rickman*, 184 Wn.2d at 310; *Gardner*, 128 Wn.2d at 941 (first and second *Perritt* elements). Thus, even accepting Karstetter's alleged facts as true, they fail to state a proper cause of action for wrongful discharge in violation of public policy, and the trial court erred by denying dismissal of this claim.

⁹ Moreover, whistleblowing typically involves the actor reporting *his employer's* misconduct, not the conduct of two of his legal client/putative employer's members. *See*, Appellant's Updated Opening Brief at 15 (citing *Dicomes v. State*, 113 Wn.2d 612, 618, 782 P.2d 1002 (1989)).

¹⁰ Karstetter adds to his factual allegations upon appeal by asserting that he also "asked his employer with [sic] assistance to fend off complaints from several Guild members" against him. Resp. Brf. at 20. We assume he is referring to his effort to get the Guild to discourage or prevent its members from filing complaints against him with the Washington State Bar Association. *See*, Complaint at ¶ 23, CP 6. The suggestion that an attorney's effort to persuade a labor organization to discourage its members from filing bar complaints against him constitutes "whistleblowing" does not warrant a response.

E. Washington Courts Have Never Permitted An Attorney Wrongful Discharge Claim Against A Client. Karstetter's Alleged Acts, Which Reflect No Public-Policy Protected Conduct, Present No Reason To Create Such A Right Of Action.

As was noted in the Guild's opening brief, Washington courts, to date, have never recognized the existence of a "wrongful discharge" claim brought by an attorney against a legal client based on its termination of that person as its legal counsel. Karstetter cites various cases for the proposition that, "Washington courts have permitted attorney-employees to bring wrongful discharge claims in a number of cases" (*see*, Resp. Brf. at 20); crucially, however, none of the cases Respondent cites involved the termination of an attorney by her legal client. *See, Weiss v. Lonnquist*, 173 Wn. App. 344, 293 P.3d 1264 (2013) (attorney fired by law firm); *Muhl v. Davies Pearson, P.C.*, 190 Wn. App. 1038, 2015 WL 6441849 (2015) (unpublished opinion cited per GR 14.1(a) also involving law firm employer); *Wise v. City of Chelan*, 133 Wn. App. 167, 135 P.3d 951 (2006) (municipal court judge terminated by city deemed not to be judge's client).

While foreign jurisdictions are mixed on whether attorneys may bring wrongful termination claims against client-employers, Washington courts have never carved out such an exception to the strongly-stated public policy protecting legal clients' right to terminate their relationships

with attorneys at any time, for any reason, or for no reason. To the extent that the Court could conceive of a public policy which might warrant extending Washington law by displacing the client's unfettered right to terminate its relationship with counsel who is also the client's employee, one is not presented in the instant case, in which Karstetter wholly fails to assert any clear public policy that protects or would be furthered by creating such an exception to the general rule in this case.¹¹

F. Karstetter Request For Attorneys' Fees Should Be Rejected Because He Has Not Recovered Any Judgment For Wages Or Salary Owed to Him.

RCW 49.48.030 permits the recovery of reasonable attorneys' fees "[i]n any action in which any person is successful in recovering judgment for wages or salary owed to him or her." Karstetter has not recovered any judgment for wages or salary owed to him; thus, even if he should prevail

¹¹ Karstetter points to RCW 49.60.020, the Washington Law Against Discrimination ("WLAD"), in support of the statement that "Washington employment law is to be construed liberally for the purpose of vindicating the rights of employees where appropriate." (In actuality, RCW 49.60.020 states that "[that] chapter," should be construed liberally.) If the Court had before it a claim of discriminatory termination on the basis of a protected characteristic by a putative client-employer, conduct which the WLAD proclaims "threatens not only the rights and proper privileges of [Washington] inhabitants, but menaces the institutions and foundation of a free democratic state," the Court could reasonably consider whether that strong public policy interest might justify altering existing law to permit a right of action for wrongful discharge to be brought under this statute. *See* RCW 49.60.010. The possibility that such a cause of action could conceivably be recognized in some circumstances does not, however, provide any basis for this Court to invent a previously non-existent "wrongful discharge" exception to the well-established rule, discussed above and in the Guild's prior brief, that for very good public policy reasons, clients in Washington State can fire their attorneys for any reason they choose, even if those attorneys are also their employees.

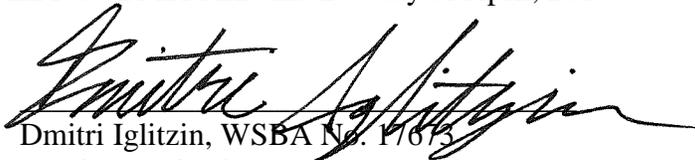
in the instant appeal, his request for attorney fees is premature. *See, e.g., Brunbridge v. Flour Fed. Svcs., Inc.*, 109 Wn. App. 347, 361, 35 P.3d 389 (2001) (reversing dismissal of plaintiff’s claim but denying request for attorney fees and costs on appeal as plaintiffs had “not yet obtained a judgment for owed wages”), *rev. denied*, 146 Wn.2d 1022 (2002), *cert. denied*, 538 U.S. 906 (2003).

V. CONCLUSION

For the foregoing reasons, as well as those stated in the Guild’s Opening Brief, the Guild requests that the Court issue an order finding that the trial court erred by denying dismissal of Karstetter’s breach of contract and wrongful discharge claims, reversing the trial court’s order, and remanding with instructions that the two causes of action at issue here be dismissed with prejudice.

RESPECTFULLY SUBMITTED this 28th day of April, 2017.

By:



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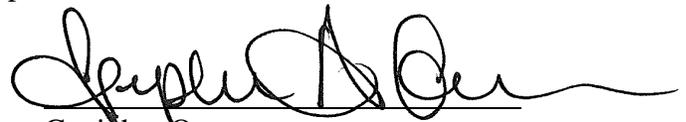
DECLARATION OF SERVICE

I, Genipher Owens, hereby declare under penalty of perjury under the laws of the State of Washington that on April 28, 2017, I caused the foregoing Reply Brief of Appellant to be electronically filed with the Court of Appeals, Division I, and a true and correct copy of the same to be sent via email, per agreement of counsel, to the following:

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SIGNED this 28th day of April, 2017, at Seattle, WA.

A handwritten signature in black ink, appearing to read "Genipher Owens", written over a horizontal line.

Genipher Owens
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