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NO. 95813-1

SUPREME COURT OF THE STATE OF WASHINGTON

CHONG and MARILYN YIM et al.,

Respondents,

v.

CITY OF SEATTLE,

Appellant.

AMICUS CURIAE MEMORANDUM OF
MANUFACTURED HOUSING COMMUNITIES OF
WASHINGTON

Gerry L. Alexander
WSBA 775
BEAN, GENTRY, WHEELER
& PETERNELL, PLLC
910 Lakeridge Way SW
Olympia, Washington 98502
Phone: (360) 357-2852
Fax: (360) 786-6943
galexander@bgwp.net

Walter H. Olsen, Jr.
WSBA 24462
OLSEN BRANSON PLLC
205 S. Meridian
Puyallup, Washington 98371
Phone: (253) 220-2288
Fax: (253) 200-2289
walt@olsenlawfirm.com

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I. INTRODUCTION

This case concerns the fundamental right to exclude others from one's property. The City of Seattle destroys this right when transferring a right of first refusal from rental housing owners to prospective renters as part of the "First-in-time" ordinance. The trial court properly held that the ordinance violates article I, section 16 of the State Constitution, which prevents the government from taking private property for private use. This Court should affirm the trial court based on *Manufactured Housing Communities of Washington v. State*,¹ which established the test for takings under the State Constitution and remains good law. This Court also should hold that *Manufactured Housing* was decided correctly and is binding precedent.

II. INTEREST AND IDENTITY OF AMICUS PARTY

Manufactured Housing Communities of Washington ("MHCW") is a nonprofit corporation that has promoted the interests of owners and operators of manufactured housing communities and mobile home parks in Washington State for over 50 years. MHCW's mission is to support the future success of manufactured housing communities through

¹ 142 Wn.2d 347, 13 P.3d 183 (2000).

lobbying, legal action, industry education, dissemination of information and public education. As part of its mission, in 1995 MHCW brought the declaratory action which led to this Court's decision in *Manufactured Housing*, 142 Wn.2d at 374-375, striking down a 1993 statute which gave tenants of mobile home parks the first right to purchase their parks.

MHCW is interested in this case because it involves an attempt to overturn the majority's holding in *Manufactured Housing*. MHCW has a significant interest in enforcing that holding as a means of protecting the property rights of its members. In addition, MHCW has an interest in the Seattle ordinance at issue because some park owners own rental properties in Seattle. If this Court holds that the City of Seattle's "First-in-time" ordinance is constitutional, MHCW members will be precluded from making their own fair determination as to which qualified applicants are most likely to work out. Also, members in Seattle would lose income as well as property rights during the City-mandated first-refusal periods.

III. STATEMENT OF THE CASE

Seattle's "First-in-time" ordinance (FIT) requires rental owners to provide written notice of minimum requirements that applicants must meet in order to rent an available unit. SMC 14.08.050.A.1. The owner

must note the date and time when each completed application is received through the mail, e-mail or in person. SMC 14.08.050.A.2. The owner must “screen completed rental applications in chronological order” to determine whether the announced requirements are met. SMC 14.08.050.A.3. Under SMC 14.08.050.A.4, the owner must “offer tenancy of the available unit to the first prospective occupant meeting all the screening criteria necessary for approval of the application.” Thus, FIT limits the rental owner’s decision-making based on announced criteria, while rewarding the winner of the race to apply first. SMC 14.08.050.A.4.

FIT gives private parties a right of first refusal. SMC 14.08.050.A.4. says:

If the first approved prospective tenant does not accept the offer of tenancy for the available unit within 48 hours of when the offer is made, the owner shall review the next completed rental application in chronological order until a prospective occupant accepts the owner’s offer of tenancy.

Thus, the first qualified applicant has a right of refusal for two days. *Id.* After two days, the right of refusal shifts to the second qualified applicant, and so on. *Id.* The City does not compensate the owner for tying up a rental property during the mandated refusal period, or for any

loss of rent resulting from the inability to take the most qualified applicant instead of the first qualified applicant. SMC 14.08.050.

IV. ARGUMENT

A. *Manufactured Housing is Binding Precedent.*

In *Manufactured Housing*, this Court invalidated a statute giving qualified tenants a right of first refusal to purchase their mobile home parks, finding a taking of private property for private use in violation of article I, section 16 of the State Constitution. 142 Wn.2d at 350, 375. Seeking to avoid the dispositive effect of that decision, the City of Seattle calls it a “nonbinding” plurality decision of “limited precedential value.” Op. Br. at 47. This is incorrect. *Manufactured Housing* is binding as to the core positions which were taken by five members of this Court. *W.R. Grace & Co. v. Department of Revenue*, 137 Wn.2d 580, 593-594, 973 P.2d 1011 (1999) (a five-member decision drawn from lead and concurring opinions is “controlling” and given stare decisis effect).

In *Manufactured Housing*, four justices signed the lead opinion, one justice concurred in the result, another justice concurred by separate opinion, two justices signed a dissenting opinion which agreed “with some of the majority’s analysis,” and one justice dissented separately.

142 Wn.2d at 375, 384, 391. The lead opinion and the concurrence by Justice Sanders took the following shared positions:

1. The power to grant a right of first refusal to purchase property is part of the right to dispose of property, which is among the “bundle of sticks” representing the valuable incidents of ownership. *Manufactured Housing* at 366 (lead); *Id.* at 379-80 (concurrence) (property consists of a bundle of rights including the “unfettered right to sell one’s possession,” and the right of first refusal “is clearly ‘property’”).

2. A statute giving a right of first refusal to tenants is a “taking” of property because it takes the right to freely dispose of property from the owner for the benefit of tenants. *Id.* at 361-362 (lead); *Id.* at 378 (concurrence).

3. *Manufactured Housing* “falls within the rule that would generally find a taking where a regulation deprives the owner of a fundamental attribute of property ownership.” *Id.* at 383 (concurrence), quoting *Id.* at 369 (lead).

4. Article I, Section 16 “explicitly prohibits taking private property solely for a private use – with or without compensation.” *Id.* at 384 (concurrence), quoting *Id.* at 371 (lead).

5. The statute granting a right of first refusal to mobile home park tenants is an unconstitutional taking of private property for private use. *Id.* at 351 (lead); *Id.* at 383 (concurrence).

Because five justices joined in the key holdings above, the majority decision is binding unless overturned. *W.R. Grace & Co.*, 137 Wn.2d at 593-594 (applying stare decisis to a holding in a prior case based on accord between lead and concurring opinions); *In re Detention of Reyes*, 184 Wn.2d 340, 346, 358 P.3d 394 (2015) (a “principle of law reached by a majority of the court, even in a fractured opinion, is not considered a plurality but rather a binding precedent”). Indeed, this Court has treated *Manufactured Housing* as binding. *See, e.g., Dickgieser v. State*, 153 Wn.2d 530, 536-538, 105 P.3d 26 (2005) (describing what this Court “held” in *Manufactured Housing*); *Selene RMOF II REO Acquisitions II, LLC v. Ward*, 189 Wn.2d 72, 80, 399 P.3d 1118 (2017) (citing *Manufactured Housing* for the proposition that the “right to possess, exclude others, and dispose of property are fundamental attributes of property ownership”). This Court has not described *Manufactured Housing* as a “plurality” decision. *American Legion Post No. 149 v. Department of Health*, 164 Wn.2d 570, 192 P.3d

306 (2008) (using the term “plurality” for other cases but not when citing *Manufactured Housing*).

B. Manufactured Housing Properly Departs from the Federal Takings Test Based on a *Gunwall* Analysis of the State Constitution.

In its reply on appeal, the City seems to abandon its argument that *Manufactured Housing* is nonbinding, and instead argues that it should not be followed because it is allegedly against the “weight of authority.” Reply at 16-17. In general, the City asks this Court to use a federal takings analysis rather than the more protective *Manufactured Housing* test which is based on the State Constitution. Op. Br. at 2; Reply at 15-19. The City fails to recognize that *Manufactured Housing* marked a departure from the older cases that the City relies upon, properly distinguishing between federal and state constitutional protections for the first time. This Court should reject the City’s confused thinking and follow the correct path set by *Manufactured Housing*.

1. A *Gunwall* analysis properly concluded that article I, section 16 of the State Constitution is more protective than the U.S. Constitution.

Article I, Section 16 of the State Constitution says in full:

Private property shall not be taken for private use, except for private ways of necessity, and for drains, flumes, or ditches on or across the lands of others for agricultural, domestic, or sanitary purposes. ***No private property shall be taken or damaged for public or private use without just compensation having been first made***, or paid into court for the owner, and no right-of-way shall be appropriated to the use of any corporation other than municipal until full compensation therefor be first made in money, or ascertained and paid into court for the owner, irrespective of any benefit from any improvement proposed by such corporation, which compensation shall be ascertained by a jury, unless a jury be waived, as in other civil cases in courts of record, in the manner prescribed by law. Whenever an attempt is made to take private property for a use alleged to be public, the question whether the contemplated use be really public shall be a judicial question, and determined as such, without regard to any legislative assertion that the use is public: *Provided*, That the taking of private property by the state for land reclamation and settlement purposes is hereby declared to be for public use.

(Bold italics added). By contrast, the takings clause of the Fifth Amendment states simply: “nor shall private property be taken for public use, without just compensation.” These differences must be heeded in determining the constitutionality of the “First-in-time” law.

Under *State v. Gunwall*, 106 Wn.2d 54, 61, 720 P.2d 808 (1986), this Court examines six nonexclusive factors to determine if the State Constitution extends broader rights to Washington citizens than does the United States Constitution. These factors include the textual language, differences in parallel texts, Washington constitutional and common law

history, preexisting state law, structural differences between the state and federal constitutions and whether the clause at issue deals with matters of particular state or local concern. *Gunwall*, 106 Wn.2d at 61-62; *Manufactured Housing*, 142 Wn.2d at 356-361 (analyzing the six factors).

Applying the six *Gunwall* factors to the federal and state takings clauses, this Court concluded that article I, Section 16 is indeed more protective than the Fifth Amendment. *Manufactured Housing*, 142 Wn.2d at 356-361. The Court said that “structural differences allow Washington courts to forbid the taking of private property for private use even in cases where the Fifth Amendment may permit such takings.” *Id.* at 360-361; *Gunwall* at 61-62. This Court found that unlike the Fifth Amendment, article I, Section 16 contains “an absolute prohibition against taking private property solely for a private use” which is “not conditioned on payment of compensation.” *Manufactured Housing* at 374-375. Also, the Court held that “private use” under article I, section 16 is “defined more literally than under the Fifth Amendment.” *Id.* at 361.

In distinguishing between the state and federal takings clauses, this Court explicitly rejected the argument advanced here by the City: that pre-*Gunwall* cases such as *Guimont v. Clarke*, 121 Wn.2d 586, 854 P.2d 1 (1993), should still be followed. Reply at 19; *Manufactured Housing*, 142 Wn.2d at 356, n.7 (declining to apply *Guimont* because “the *Guimont* court specifically declined to undertake a state constitutional *Gunwall* analysis”). This Court said: “we answer the call to conduct a *Gunwall* analysis *for the first time* and should not be limited to prior pronouncements of parallelism between our state and federal takings’ clauses.” *Manufactured Housing* at 356, n.7 (italics in original). This Court further stated that “pre-*Gunwall* decisions” are “not binding.” *Id.*

The City utterly overlooks these admonitions in attempting to defend FIT. The City clings to *Guimont* and other pre-*Gunwall* cases for the incorrect proposition that the “weight of authority” requires a federal takings analysis in this case. Reply at 17, citing *Margola Associates v. Seattle*, 121 Wn.2d 625, 854 P.2d 23 (1993) and *Presbytery of Seattle v. King County*, 114 Wn.2d 320, 787 P.2d 907 (1990). *See also* Op. Br. at 34 (wrongly asserting based on two other pre-*Gunwall* cases, *Sintra Inc. v. City of Seattle*, 119 Wn.2d 1, 13, 829 P.2d 765 (1992) and *Orion Corp.*

v. State, 109 Wn.2d 621, 657, 747 P.2 1062 (1987), that the “U.S. and Washington Constitutions provide ‘the same right’”). This effort to turn back the clock must fail. *Manufactured Housing*, 142 Wn.2d at 356, n.7 (disavowing “prior pronouncements of parallelism” between takings clauses).

2. Another *Gunwall* analysis is unnecessary.

Nor is it necessary to perform another *Gunwall* analysis in order to enforce the State Constitution in this case. It is already established that “article I, section 16 is significantly different from its United States constitutional counterpart,” providing greater protection. *Eggleston v. Pierce County*, 148 Wn.2d 760, 766, 64 P.3d 618 (2003), citing *Manufactured Housing*, 142 Wn.2d at 356, n.7. In *Brutsche v. City of Kent*, 164 Wn.2d 664, 680, n. 11, 193 P.3d 110 (2008), this Court said:

Because it is settled that article I, section 16 is to be given independent effect, it is unnecessary to engage in a *Gunwall* analysis.

See also Eggleston, 148 Wn.2d at 767 n.5 (*Gunwall*’s function “is less necessary when we have already established a state constitutional provision provides more protection than its federal counterpart”).

C. **Manufactured Housing is Dispositive in This Case.**

FIT destroys an attribute of property ownership and is, therefore, an unconstitutional taking under *Manufactured Housing*. 142 Wn.2d at 364-370.

1. **A right of first refusal to rent property is like a right of first refusal to buy property.**

As this Court said, “Washington courts have consistently recognized that ‘the right to possess, to exclude others, or to dispose of property’ are ‘fundamental attributes of property ownership.’” *Manufactured Housing* at 364, quoting *Guimont*, 121 Wn.2d at 595. A right of first refusal to purchase property is “part and parcel of the power to dispose of property.” *Manufactured Housing* at 366. Although Seattle’s “First-in-time” ordinance grants a right of first refusal to lease property, rather than to buy it, the analysis is the same. This is because the ordinance destroys the owner’s right to exclude others, which is among the “fundamental attributes of property ownership.” *Manufactured Housing* at 364; SMC 14.08.050.A.4.

Under FIT, the right of exclusion is automatically transferred to the first qualified person to complete a rental application. SMC 14.08.050.A.4. For 48 hours after winning the application race, the applicant enjoys an exclusive right to rent the unit in question (and to

exclude all others from renting it). *Id.* The first refusal right may transfer repeatedly from one applicant to another each time the unit is refused. SMC 14.08.050.A.4. Because FIT takes the right to exclude from the owner, and because the right to exclude is among the fundamental attributes of property along with the right to dispose, the right to grant first refusal in this case is entitled to the same protection as the right to grant first refusal in *Manufactured Housing*.

2. The owner's right to exclude is taken for private use.

Whether FIT takes property for private use is a “judicial question” to be determined without regard to the government’s assertion that the use is public. Article 1, section 16. Here, the City provides general policy reasons for adopting FIT (i.e., preventing unintentional discrimination) but does not attempt to argue that the right of first refusal is for public benefit. Op. Br. at 53-54; Reply at 21. Nor could a public use be credibly argued.

Under FIT, the right to exclude others from a rental unit for at least two days is given to the applicant without any City requirement to sign a lease or pay a deposit to hold the unit open. SMC 14.08.050.A.4. The refusal right is bestowed upon a private person regardless of the person’s genuine interest in a property, and without any limit on the

number of properties the person may be holding open while shopping for the best place. *Id.* If a refusal period ends without a lease, the owner has lost an opportunity to collect two days of rent and the only “use” is the applicant’s exclusion of others. When a right to rent is exercised, the “use” is the applicant’s possession of the property. Either way, whether the first applicant rents the unit or not, the benefit of the right to exclude others goes only to the applicant who is first in time. The public has no right to use property taken by FIT. Accordingly, this Court should hold that the right of first refusal in this case is a taking of private property for private use in violation of article I, section 16.

D. Manufactured Housing Should Not Be Overturned.

The doctrine of stare decisis “requires a clear showing that an established rule is incorrect and harmful before it is abandoned.” *In re Stranger Creek & Tributaries*, 77 Wn.2d 649, 653, 466 P.2d 508 (1970). The City has not made the required showing to overturn *Manufactured Housing*.

1. Arguments about error and harm are misplaced.

As explained above, the fact that *Manufactured Housing* departs from pre-*Gunwall* cases does not make it incorrect. On the contrary, it simply reflects that *Manufactured Housing* was the first case to

undertake a *Gunwall* analysis establishing that the State Constitution is more protective than the U.S. Constitution. *Manufactured Housing*, 142 Wn.2d at 356, n.7.

Moreover, the City does not seriously attempt to show that this Court's decision in *Manufactured Housing* is harmful. Mostly, the City attacks a "six-part analysis" rooted in the federal takings clause, which is beside the point. Op. Br. at 38-45.

The City posits that if *Manufactured Housing* is interpreted to mean that any limit on tenant selection constitutes a taking, "then all antidiscrimination rental laws would fall." Op. Br. at 52. This is a straw argument. It is the right of first refusal that made the mobile home law unconstitutional under *Manufactured Housing*. 142 Wn.2d at 351, 383. Anti-discrimination laws do not take away the owner's right to grant first refusal – a valuable incident of ownership - and transfer it to tenants for private use. Moreover, there is no suggestion that any party in this case seeks to avoid anti-discrimination laws. The City fails to identify any harm from this Court's well-reasoned decision that a government-mandated transfer of the right of first refusal is an unconstitutional taking of private property for private use.

2. Overturning *Manufactured Housing* would be harmful.

Retreating from *Manufactured Housing*, on the other hand, would do great damage. It would allow the government to take private property for private use under the guise of public benefit, as in this case.

As explained above, the “First-in-time” ordinance takes the owner’s right to exclude others from a rental property and gives it to the rental applicant for that person’s private use. FIT creates an unfair scenario where a law-abiding owner with no discriminatory thoughts (unconscious or otherwise) cannot fill a vacancy with an eager applicant simply because some earlier applicant has a right to ponder the opportunity a while longer. There is no hardship exception for an owner who cannot afford to keep a unit vacant during successive refusal periods. Nor does FIT allow an owner to move a particularly needy applicant (such as a homeless person or someone without a car who needs to live near a job or day-care) to the front of the line. FIT treats the speed of an application – which is largely irrelevant to a person’s qualifications as a renter - as more important than any objective qualification set by the owner. This kind of taking is damaging not just to property owners but to worthy applicants who, for whatever reason, are not able to submit necessary forms quickly.

MHCW members would be harmed if *Manufactured Housing* is abandoned and FIT is allowed to stand. Unlike apartment landlords in Seattle, a park owner must offer all tenants a written rental agreement for a fixed term of not less than one year, and a fixed-term manufactured housing rental agreement does not automatically terminate at the end of its term. RCW 59.20.050; *Carlstrom v. Hanline*, 98 Wn. App. 780, 787, 990 P.2d 986 (2000) (Seattle's Just Cause Ordinance does not apply where a fixed-term lease has terminated as a matter of law). In comparison, RCW 59.20.090 provides that a mobile home lot rental agreement automatically renews for its original term in perpetuity, unless cause exists to terminate a tenancy under RCW 59.20.080. These perpetual renewal statutes reflect the policy concern that it is difficult and expensive for tenants to move their homes if a tenancy is terminated. Insofar as it is more difficult to remove a problem tenant from a mobile home park than from an apartment building or rental house, park owners have a greater interest in selecting the most qualified applicant instead of the first qualified applicant. Also, given the difficulty of moving homes into vacant spots, park owners are less able to handle prospective renters dropping out of contention during the FIT-mandated refusal periods.

V. CONCLUSION

For the foregoing reasons, this Court should affirm the trial court and adhere to the sound reasoning of *Manufactured Housing*.

Respectfully submitted this 25th day of April, 2019.

BEAN, GENTRY, WHEELER &
PETERNELL, PLLC



Gerry Alexander, WSBA 775

OLSEN BRANSON PLLC



Walter H. Olsen, Jr., WSBA 24462

CERTIFICATE OF SERVICE

I certify under penalty of perjury under the laws of the State of Washington that on April 25, 2019, I served a copy of the foregoing Amicus Brief and related Motion for Leave to File Amicus Brief to registered parties via the Supreme Court's Web portal.

Dated this 25th day of April, 2019, at Olympia, Washington.



Pamela R. Armagost

BEAN GENTRY WHEELER & PETERNELL

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