

65672-4

65672-4

No. 65672-4-I

---



---

**COURT OF APPEALS, DIVISION I  
OF THE STATE OF WASHINGTON**

---



---

**SC EAST CAMPUS, INC., a Delaware corporation,  
Plaintiff-Respondent,**

**vs.**

**WEYERHAEUSER COMPANY, a Washington corporation,  
Defendant-Appellant.**

---



---

**REPLY BRIEF OF APPELLANT**

---



---

HILLIS CLARK MARTIN & PETERSON P.S.  
Laurie Lootens Chyz  
Michael J. Ewart  
1221 Second Avenue, Suite 500  
Seattle, Washington 98101-2925  
Telephone: (206) 623-1745

Attorneys for Weyerhaeuser Company

2011 JAN 28 PM 2:17  
COURT OF APPEALS  
STATE OF WASHINGTON  
FILED

## TABLE OF CONTENTS

	Page
<b>I. INTRODUCTION .....</b>	<b>1</b>
<b>II. ARGUMENT .....</b>	<b>1</b>
<b>A. SCE’s Purchase and Sale Agreement with Fidelity Unambiguously Assigns All of SCE’s Interests in the Lease. ....</b>	<b>1</b>
<b>B. Consequential Damages Are Barred by the Lease. ....</b>	<b>8</b>
<b>C. The Trial Court Should Have Accounted for Undisputed Offsets. ....</b>	<b>12</b>
<b>III. CONCLUSION .....</b>	<b>14</b>

## TABLE OF AUTHORITIES

	Page
<b>CASES</b>	
<i>Agip Petroleum Co., Inc. v. Gulf Island Fabrication, Inc.</i> , 56 F. Supp. 2d 776 (S.D. Tex. 1999).....	9, 11
<i>Alpine Indus., Inc. v. Gohl</i> , 30 Wn. App. 750, 637 P.2d 998 (1981) .....	10
<i>Eastlake Constr. Co., Inc. v. Hess</i> , 102 Wn.2d 30, 686 P.2d 465 (1984) .....	13
<i>Ford v. Trendwest Resorts, Inc.</i> , 146 Wn.2d 146, 43 P.3d 1223 (2002) .....	7, 12
<i>Gnash v. Saari</i> , 44 Wn.2d 312, 267 P.2d 674 (1954).....	13
<i>GP Credit Co., LLC v. Orlando Residence, Ltd.</i> , 349 F.3d 976 (7th Cir. 2003) .....	2
<i>Guarino v. Interactive Objects, Inc.</i> , 122 Wn. App. 95, 86 P.3d 1175 (2004) .....	6
<i>Hearst Commc'ns, Inc. v. Seattle Times Co.</i> , 154 Wn.2d 493, 115 P.3d 262 (1993) .....	4, 11
<i>In re Hamilton's Estate</i> , 113 Colo. 141, 154 P.2d 1008 (1945).....	2
<i>Knott v. McDonald's Corp.</i> , 147 F.3d 1065 (9th Cir. 1998) .....	4, 5, 6, 7
<i>Lidral v. Sixth &amp; Battery Corp.</i> , 47 Wn.2d 831, 290 P.2d 459 (1955) .....	8, 9
<i>Mason v. Mortgage Am., Inc.</i> , 114 Wn.2d 842, 792 P.2d 142 (1990) .....	12
<i>Miller v. U.S. Bank of Wash., N.A.</i> , 72 Wn. App. 416, 865 P.2d 536 (1994) .....	6

<i>Panorama Village Homeowners Ass'n v. Golden Rule Roofing, Inc.</i> , 102 Wn. App. 422, 10 P.3d 417 (2000) .....	13
<i>Park Ave. Condo. Owners Ass'n v. Buchan Dev., L.L.C.</i> , 117 Wn. App. 369, 71 P.3d 692 (2003) .....	9
<i>Petersen v. Port of Seattle</i> , 94 Wn.2d 479, 618 P.2d 67 (1980).....	13
<i>Phillips v. King County</i> , 136 Wn.2d 946, 968 P.2d 871 (1998).....	13
<i>Platts v. Arney</i> , 50 Wn.2d 42, 309 P.2d 372 (1957).....	13
<i>Satomi Owners Ass'n v. Satomi</i> , 167 Wn.2d 781, 225 P.3d 213 (2009) .....	3
<i>Sprague v. Sumitomo Forestry Co., Ltd.</i> , 104 Wn.2d 751, 709 P.2d 1200 (1985) .....	9, 10
<i>United States v. Cent. Bank of Denver</i> , 843 F.2d 1300 (10th Cir. 1988).....	2

**STATUTES**

RCW 19.100.010(4) .....	6
RCW 19.100.160 .....	6

**TREATISES**

22 Am. Jur. 2d <i>Damages</i> § 385 (2003).....	15
6A C.J.S. <i>Assignments</i> § 93 (2010) .....	7
6A Wash. Practice: Wash. Pattern Jury Instructions: Civil § 303.04 (5th ed. 2005) .....	10, 11

## **I. INTRODUCTION**

The trial court should be reversed. In SCE's Brief of Respondent, SCE (1) does not show that it reserved its legal claim when assigning all of its rights in the Weyerhaeuser Lease to Fidelity; (2) does not show that its alleged damages are anything but "consequential" under Washington law; and (3) concedes the existence and amount of the offsets that should have been subtracted from the trial court's calculation of damages. The Court should reverse the trial court and remand for dismissal and an award of Weyerhaeuser's attorneys' fees and costs.

## **II. ARGUMENT**

### **A. SCE's Purchase and Sale Agreement with Fidelity Unambiguously Assigns All of SCE's Interests in the Lease.**

SCE contends that the PSA with Fidelity is ambiguous, and did not assign all of SCE's interests—including legal claims—in the Lease. Br. of Respondent at 16-28. But SCE does not identify a single word, term, clause, or section of the PSA that is ambiguous. *See id.* Nor does SCE identify provisions that conflict. *See id.* SCE simply asserts ambiguity where none exists. The PSA is entirely consistent, and unambiguously conveyed all of SCE's interests in the Lease to Fidelity.

In the PSA, SCE agreed "to sell, transfer and convey" to Fidelity, *without reservation*, SCE's entire "interest in the Lease[]." CP 383. SCE

could have excluded any interests it wanted to keep for itself (like legal claims), but did not do so.

Indeed, SCE knew how to reserve specific rights. It did so in other sections of the PSA, but not for legal claims. For example, SCE agreed to “sell, transfer and convey” to Fidelity “all intangible property . . . owned by [SCE] and pertaining to . . . the operation, ownership, maintenance, management or occupancy of” the buildings sold. CP 383-84. That “intangible property” includes SCE’s accrued legal claims. *E.g.*, *GP Credit Co., LLC v. Orlando Residence, Ltd.*, 349 F.3d 976, 980-81 (7th Cir. 2003) (“One form of intangible property is a ‘chose in action,’ which in its classic sense is a legal claim, that is, something on which an ‘action’ (a lawsuit) might be founded, such as a right to recover a debt.”); *United States v. Cent. Bank of Denver*, 843 F.2d 1300, 1304 (10th Cir. 1988) (“[A] chose in action is a property right, often described as intangible property.”) (quoting *In re Hamilton’s Estate*, 113 Colo. 141, 154 P.2d 1008, 1011 (1945)). SCE excluded from its assignment of “all intangible property” the rights to “any computer software not used exclusively for the operation of the Real Property,” but did not exclude its legal claims. CP 384.

Elsewhere in the PSA, SCE also agreed, without reservation, to “grant, sell, assign, transfer, convey and deliver to [Fidelity], all of

[SCE's] right, title, and interest in" the Lease. CP 431. SCE complains that this language is contained in an exhibit to the PSA, Br. of Respondent at 17, but the exhibit was explicitly "incorporated into [the PSA] by . . . reference and made a part [t]hereof *for all purposes*," CP 411 (emphasis added).<sup>1</sup> Under well-established legal principles not contested by SCE, when "parties to a contract clearly and unequivocally incorporate by reference into their contract some other document, that document becomes part of their contract." *Satomi Owners Ass'n v. Satomi*, 167 Wn.2d 781, 801, 225 P.3d 213 (2009).

SCE argues that the incorporated exhibit "*differs from*" and "completely overrides the language of the signed purchase and sale agreement," but the opposite is true. Br. of Respondent at 17, 20 (emphasis in original). The exhibit, titled "Assignment and Assumption of Tangible Personal Property, Assumed Contracts, Leases and Intangible Property," merely confirms SCE's unambiguous intention to sell and assign to Fidelity all of SCE's interests in the Lease. See CP 383-84, 431-32. No provision in the PSA evinces a contrary intention. See CP 383-444. Despite what SCE now claims were its *unexpressed* intentions,

---

<sup>1</sup> SCE suggests that the exhibit, labeled "Exhibit D," is not actually referenced in the PSA, and is not incorporated by reference. Br. of Respondent at 18. However, Exhibit D, titled "Assignment and Assumption of Tangible Personal Property, Assumed Contracts, Leases and Intangible Property," is plainly referenced in the PSA even though it is misidentified as "Exhibit C." *E.g.*, CP 398 (referencing attached exhibit relating to assignments). That typo has no legal consequence.

Washington courts “do not interpret what was intended to be written but what was written.” *Hearst Commc’ns, Inc. v. Seattle Times Co.*, 154 Wn.2d 493, 504, 115 P.3d 262 (1993); *see also Knott v. McDonald’s Corp.*, 147 F.3d 1065, 1068 (9th Cir. 1998) (enforcing unambiguous assignment of legal claims even though the Knotts subsequently “provided sworn testimony” explaining that they did not intend to assign those claims). Here, the written document conveys, and does not reserve, SCE’s legal claims.

SCE complains that Weyerhaeuser produced no “evidence . . . that would demonstrate that the intent of [SCE] and [Fidelity] was actually to transfer this cause of action . . . to [Fidelity],” Br. of Respondent at 20, but, of course, Weyerhaeuser’s “evidence” is the language of the PSA itself, which is unambiguous and may be interpreted by the Court as a matter of law, *Hearst*, 154 Wn.2d at 512. Moreover, extrinsic evidence can only be used “to determine the meaning of *specific words and terms used* and not to show an intention independent of the instrument or to vary, contradict or modify the written word.” *Id.* at 503 (emphasis in original, citations and quotations omitted). Because the PSA contains no ambiguous words or terms relating to the assignment, and shows a clear intention to assign all rights in the Lease to Fidelity, “[e]xtrinsic evidence” is not “relevant to [the Court’s] inquiry.” *Id.* at 512.

SCE's other arguments are not persuasive either. For example, SCE claims that its actions did not demonstrate any intention to waive its legal claims against Weyerhaeuser. Br. of Respondent at 20-22. But Weyerhaeuser is not claiming that SCE, by its actions, *waived* its right to sue; Weyerhaeuser has argued, from the beginning, that SCE previously *assigned* its cause of action to Fidelity. The validity of that assignment does not turn on SCE's unexpressed intentions (or even oversight) in executing the PSA. *Knott*, 147 F.3d at 1068 (an unambiguous assignment contained in a purchase and sale agreement is valid even when the assigning party later claims that he *did not intend* to make the assignment). Moreover, since SCE contends that it was always well aware of its potential legal claims against Weyerhaeuser, and never intended to waive them, it had ample opportunity to reserve those claims when drafting and executing the PSA. Br. of Appellant at 20-22. SCE did not do so.

SCE also claims that this case is different from *Knott* because the buyer in *Knott* was never obligated to complete the purchase, unlike New City here. Br. of Appellant at 23-24. But that fact was relevant only to the Knotts' tortious interference claim. *Knott*, 147 F.3d at 1068 (under California law, one cannot tortiously interfere with a non-binding contract). The Ninth Circuit dismissed the Knotts' claim for breach of contract and the implied covenant of good faith and fair dealing because

the Knotts, like SCE here, had previously assigned that claim to someone else. *Id.* at 1067-68.

SCE also suggests that Washington's Franchise Protection Act has some role to play in the Court's analysis. Br. of Respondent at 24-25. However, because no "franchise" is involved here, the Act does not apply. RCW 19.100.010(4) (defining "franchise"); RCW 19.100.160 (Act applies only to a person engaged in buying or selling a franchise).

SCE next contends that claims for fraud are not assignable in Washington. Br. of Respondent at 25-28. Even if that were true, SCE did not assert a claim for fraud.<sup>2</sup> SCE asserted only a claim for breach of contract. CP 166-74. SCE nevertheless suggests that breach of the implied duty of good faith is an independent cause of action tantamount to a claim for fraud. Br. of Respondent at 27-28. However, unlike fraud, the implied duty of good faith exists only in relation to the performance of a specific contractual duty, *Miller v. U.S. Bank of Wash., N.A.*, 72 Wn. App. 416, 425, 865 P.2d 536 (1994), and is assigned along with the contract if the contract is assigned, *Knott*, 147 F.3d at 1068 (dismissing claim for breach of contract *and* implied covenant of good faith and fair dealing because contract had been assigned). SCE cites no legal authority

---

<sup>2</sup> The trial court also entered no findings of fact or conclusions of law relating to fraud, which has nine specific elements that must be proved by the plaintiff. CP 6242-51; *Guarino v. Interactive Objects, Inc.*, 122 Wn. App. 95, 126, 86 P.3d 1175 (2004) (reciting elements of fraud claim).

suggesting that claims for breach of contract cannot be assigned as long as the “assignment specifically or impliedly designates them,” as was the case here and in *Knott*. Br. of Respondent at 25 (citing 6A C.J.S. *Assignments* § 93 (2010)).

SCE also asks the Court to defer to the trial court’s analysis of this legal issue. Br. of Respondent at 28-29. But the trial court made no findings of fact relating to the assignment, CP 6242-51, and the Court reviews issues of law, like whether the PSA unambiguously assigned SCE’s legal claims, *de novo*, e.g., *Ford v. Trendwest Resorts, Inc.*, 146 Wn.2d 146, 152, 43 P.3d 1223 (2002).<sup>3</sup>

Finally, SCE claims that enforcement of the assignment would be the “epitome of inequity” since SCE, not Fidelity, was the party allegedly harmed by Weyerhaeuser’s actions. Br. of Respondent at 15-16. But SCE identifies no legal authority empowering the Court to rewrite the PSA on that basis, and the Ninth Circuit certainly did not rewrite the purchase and sale agreement in *Knott* on those grounds, either. *See id.* Moreover, SCE did not request equitable relief; it alleged only breach of a Lease it had already assigned. When the assignment was brought to SCE’s attention during the course of litigation, SCE opted to press forward to trial rather

---

<sup>3</sup> As a general matter, Weyerhaeuser strenuously disagrees with the trial court’s finding of facts and conclusions of law, even though this appeal involves only a few discrete legal issues.

than seek an assignment from Fidelity. SCE had every right to take that chance, but cannot now claim that “equity” requires this Court to affirm even though the law requires it to reverse and dismiss.

In short, the language of the PSA, together with the incorporated exhibits, unambiguously assigns to Fidelity all of SCE’s interests in the Lease, including any legal claims. SCE has not identified—and cannot identify—any provision of the PSA that reflects a contrary intent. SCE therefore lacks standing to assert its claim for breach of the Lease, and the trial court erred by not dismissing it. The trial court should be reversed.

**B. Consequential Damages Are Barred by the Lease.**

In an attempt to avoid the Lease’s explicit waiver of “consequential damages,” SCE continues to mischaracterize the definition of “consequential damages” under Washington law. According to SCE, its alleged damages cannot be “consequential” because “consequential damages” are “a special type of damage that generally relate to emotional distress and items outside the contemplation of the parties at the time the contract was executed.” Br. of Respondent at 31. SCE is wrong.

Consequential damages are recoverable only when “the parties knew they would flow from a breach of the contract.” *Lidral v. Sixth & Battery Corp.*, 47 Wn.2d 831, 835, 290 P.2d 459 (1955). In addition, like other contract damages, they are recoverable only if proximately caused

by the breaching party. *Sprague v. Sumitomo Forestry Co., Ltd.*, 104 Wn.2d 751, 761, 709 P.2d 1200 (1985). “Consequential damages” also include common economic harms such as lost profits that “would have been generated by transactions that were separate from, but depended upon, the contract that was breached.” 6A Wash. Practice: Wash. Pattern Jury Instructions: Civil § 303.04, cmt. at 247 (5th ed. 2005); *see also Sprague*, 104 Wn.2d at 761 (describing “lost profits” as “consequential damages”). Therefore, lost rent resulting from delayed building construction is a “consequential damage,” *Lidral*, 47 Wn.2d at 835-36, as is the lost sale of oil resulting from the collapse of an offshore drilling platform, *Agip Petroleum Co., Inc. v. Gulf Island Fabrication, Inc.*, 56 F. Supp. 2d 776, 776-78 (S.D. Tex. 1999). “Consequential damages” are *not* limited to unforeseeable damages or noneconomic harms like emotional distress, and include foreseeable economic damages like those alleged by SCE.

Because consequential damages, by definition, “do not flow directly and immediately from an injurious act . . . but . . . result indirectly from the act,” *Park Ave. Condo. Owners Ass’n v. Buchan Dev., L.L.C.*, 117 Wn. App. 369, 389, 71 P.3d 692 (2003) (citations omitted), SCE also attempts to mischaracterize its alleged damages as “direct” rather than “indirect,” *e.g.*, Br. of Respondent at 33 (“direct damages stemming from

Weyerhaeuser's actions"). SCE's alleged damages are plainly "indirect." They result only from SCE's dealings with third parties and, accordingly, cannot be calculated without reference to those dealings. In fact, had SCE sold EC-3 and EC-4 to Fidelity for *more* money than New City had previously offered, Weyerhaeuser's alleged breach would have caused no damages whatsoever. SCE thus claims only lost profits that "would have been generated by transactions that were separate from, but depended upon, the contract that was breached," and, under Washington law, such indirect damages are "consequential."<sup>4</sup> 6A Wash. Practice: Wash. Pattern Jury Instructions: Civil § 303.04, cmt. at 247 (5th ed. 2005); *Sprague*, 104 Wn.2d at 761 (lost profits incurred in dealings with third parties are "consequential damages").

Because SCE's alleged damages are "consequential," they are barred by Section 12.10 of the Lease, which states: "In no event shall either party be liable to the other party for consequential damages." CP 199. It makes no difference that SCE's alleged damages might otherwise have been recoverable, as SCE contends. *See* Br. of Respondent at 29-33 (contending that SCE's alleged damages would ordinarily be recoverable under Washington law). In fact, the waiver is effective only if

---

<sup>4</sup> SCE agrees that its alleged damages are properly characterized as "lost profits." Br. of Respondent at 31 (citing test for recovery of lost profits under *Alpine Indus., Inc. v. Gohl*, 30 Wn. App. 750, 754, 637 P.2d 998 (1981)).

it prevents a party from recovering consequential damages to which it might otherwise have been entitled. *See Agip Petroleum*, 56 F. Supp. 2d at 777 (“an adverse outcome is when the contract counts”).

SCE quotes testimony from Weyerhaeuser employee Rick Little to argue (1) that SCE’s alleged damages are not “consequential” within the meaning of the Lease even if they are “consequential” under Washington law, and (2) that the waiver relates only to insurance because of its placement in the Lease. Br. of Respondent at 33-35. Little’s testimony is irrelevant. First, extrinsic evidence is not relevant to the Court’s interpretation of an unambiguous contract. *Hearst*, 154 Wn.2d at 512. Second, Little is not an attorney, RP at 1724, is not responsible for interpreting contract clauses, *id.*, and, perhaps most importantly, did not negotiate the Lease, *id.* at 368. Little’s testimony does not aid the Court’s analysis, and should be disregarded.<sup>5</sup>

Regardless of how SCE chooses to characterize its claimed damages, they are “consequential” under Washington law. As such, they are barred by the Lease. When SCE concluded that Weyerhaeuser had failed to deliver the estoppel certificate required by Section 23 of the

---

<sup>5</sup> Contrary to SCE’s contention, Little’s testimony actually favors Weyerhaeuser. For example, Little testified that he understands “loss of profits” to constitute consequential damages, RP at 368, and that the consequential damages waiver, like other broad liability waivers in Section 12 of the Lease, applies to more than just insurance-related issues, *id.* at 1724-25.

Lease, its remedy was described in Section 23 itself: SCE could proceed as if Weyerhaeuser had complied. CP 204. SCE chose not to do so, and is not entitled to hold Weyerhaeuser responsible for the consequential damages resulting from that choice. The trial court erred by awarding consequential damages barred by the Lease, and should be reversed.

**C. The Trial Court Should Have Accounted for Undisputed Offsets.**

SCE does not contest the existence or calculation of the offsets identified by Weyerhaeuser. Br. of Respondent at 35-40. SCE contends only that (1) the trial court's calculation of damages is owed deference, (2) courts in other unrelated cases did not discuss offsets, and (3) the trial court's damages calculation has the virtue of "mathematical precision" and "simple subtraction." *Id.* SCE's contentions are incorrect, irrelevant, or both.

First, the proper application of undisputed offsets is a question of law reviewed *de novo*, so the trial court is owed no deference. *Ford*, 146 Wn.2d at 152 (questions of law reviewed *de novo*); *see also Mason v. Mortgage Am., Inc.*, 114 Wn.2d 842, 851, 792 P.2d 142 (1990) (holding that, as a matter of law, trial court required to reduce damages calculation by amount of offset). Moreover, the trial court made no findings of fact or conclusions of law relating to the undisputed offsets. CP 6242-51.

Second, no case cited by SCE suggests that undisputed offsets are excluded from the Court's damages analysis. Br. of Respondent at 38-40 (citing cases). To be sure, SCE cited cases that do not involve "subtraction for the cost of marketing, brokerage fees, taxes, or other expenses that might have applied to a sale at the higher market price," *id.* at 40, but none of those cases involves remotely analogous facts or even a discussion of offsets, *see Panorama Village Homeowners Ass'n v. Golden Rule Roofing, Inc.*, 102 Wn. App. 422, 10 P.3d 417 (2000) (construction defect case not involving the sale of property); *Eastlake Constr. Co., Inc. v. Hess*, 102 Wn.2d 30, 686 P.2d 465 (1984) (same); *Phillips v. King County*, 136 Wn.2d 946, 968 P.2d 871 (1998) (damages resulting from governmental taking, not the cancelled sale of property); *Petersen v. Port of Seattle*, 94 Wn.2d 479, 618 P.2d 67 (1980) (same); *Gnash v. Saari*, 44 Wn.2d 312, 267 P.2d 674 (1954) (damages resulting from fraudulent sale of real property). The cases cited by SCE are irrelevant.

Third, SCE does not dispute that when a breach relieves a plaintiff of expenses he would otherwise have had to pay, "an amount equal to such expenditures must be deducted from his recovery." *Platts v. Arney*, 50 Wn.2d 42, 46, 309 P.2d 372 (1957). Nor does SCE dispute that "[a]ny benefit to the plaintiff resulting from a breach of contract reduces the damages otherwise payable." 22 Am. Jur. 2d *Damages* § 385 (2003).

SCE asserts, instead, that its proposed measure of damages “was calculated with the mathematical precision of a simple subtraction,” and must therefore be correct. Br. of Respondent at 37. Even a schoolchild knows, however, that precise subtraction can produce the wrong answer when one does not subtract all the right numbers.

Here, the trial court failed to subtract \$1,319,909.57 in undisputed offsets from its calculation of damages. Those offsets represent the savings to SCE from the cancelled sale to New City, and failure to account for them results in a windfall to SCE. If this action is not dismissed for all the reasons described above, it should be remanded for entry of a new damages award that includes the offsets.

### **III. CONCLUSION**

The trial court should have dismissed this action at the outset. SCE has neither standing to make its claim nor recoverable damages. The Court should reverse and remand this matter for dismissal and an award of attorneys’ fees and costs to Weyerhaeuser.

Even if the action was properly brought to trial, the trial court erred in calculating the damages awarded to SCE. Therefore, if this Court does not remand for dismissal of this action, it should remand and direct the entry of judgment in the principal amount of \$1,805,090, which is the damage amount net of the undisputed offsets.

In any event, the trial court should be reversed and Weyerhaeuser should be awarded all attorneys' fees and costs incurred in connection with this appeal.

RESPECTFULLY SUBMITTED this 28<sup>th</sup> day of January, 2011.

HILLIS CLARK MARTIN & PETERSON P.S.

By: Laurie Lootens Chyz  
Laurie Lootens Chyz, WSBA #14297  
Jake Ewart, WSBA #38655  
Attorneys for Weyerhaeuser Company

**CERTIFICATE OF SERVICE**

On the date indicated below, I hereby certify that I caused to be served upon all counsel of record, via legal messenger service, a true and correct copy of the foregoing document.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 28 day of January, 2011, at Seattle, Washington.

Brenda K. Partridge  
Brenda K. Partridge