Supreme Court No. _____
Court of Appeals Cause No. 855891-1

SUPREME COURT OF THE STATE OF WASHINGTON

STANDARD INSURANCE COMPANY,

Petitioner,

v.

TIMOTHY LUNDQUIST and a class of similarly situated individuals,

Respondents.

PETITION FOR REVIEW

Neal J. Philip
WSBA No. 22350
Jordan S. Altura
Pro Hac Vice
Adelle Greenfield
WSBA No. 52247
Gordon Rees Scully
Mansukhani, LLP
Attorneys for Petitioner
Standard Insurance Company

Gordon Rees Scully Mansukhani, LLP
701 Fifth Avenue, Suite 2100
Seattle, Washington 98104-5017
(206) 695-5100

TABLE OF CONTENTS

Page

TABLE OF AUTHORITIES

Page(s)

Cases

Statutes

Rules

I. IDENTITY OF PETITIONER

Standard Insurance Company seeks review of the Court of Appeals decision terminating review set forth in Part II.

II. COURT OF APPEALS DECISION

Division One filed an unpublished opinion terminating review on February 10, 2025. Standard and Lundquist moved for reconsideration under RAP 12.4. Lundquist additionally moved to amend the opinion. On May 12, 2025, Division One issued an Order Granting Motion to Amend, Denying Motions for Reconsideration, Withdrawing Opinion, and Substituting Opinion ("Order"). Standard seeks review of the substitute unpublished opinion filed by Division One of the Court of Appeals on May 12, 2025 ("Opinion").

Like the withdrawn opinion, the substitute Opinion reverses the trial court's grant of summary judgment in favor of Standard on the breach of contract and Insurance Fair Conduct Act ("IFCA") claims, but affirms decertification of the class and denial of Lundquist's motion for leave to amend.

III. ISSUES PRESENTED FOR REVIEW

1. Is Division One's reversal of the trial court's Order of summary judgment in favor of Standard on the IFCA claim contrary to *Perez-Crisantos v. State Farm Fire & Cas. Co.*, 187 Wn.2d 669 (2017) and *Beasley v. GEICO Gen. Ins. Co.*, 23 Wn. App. 2d 641 (2022), which require an "unreasonable denial" for IFCA liability, where the Court of Appeals concluded with respect to the breach of contract claim that "reasonable minds could easily differ on whether SSD and Standard intended to include TRI and employer contributions under 'Insured Earnings'"?

2. Is Division One's reversal of the trial court's Order of summary judgment in favor of Standard on the breach of contract claim contrary to *Berg v. Hudesman,* 115 Wn. 2d 657 (1990) and *Hearst Commc'ns, Inc. v. Seattle Times Co.*, 154 Wn.2d 493 (2005), which provide that in ascertaining the intended meaning of contract language, extrinsic evidence is admissible only to determine the meaning of specific words used, where the Court of Appeals relied upon four pieces of inadmissible evidence that cannot reasonably be used to

interpret the specific words used in the policy and thus cannot possibly create an issue of material fact with respect to whether coverage exists under the language of the insurance contract?

IV. STATEMENT OF THE CASE

A. Factual Background

1. The Policy defines "Insured Earnings" as a teacher's "annual contract salary"

Standard issued the insurance policy ("Policy") to Seattle School District No. 1 ("SSD") in 1983. CP 4108. The Policy pays long-term disability ("LTD") benefits based upon the employee's "Insured Earnings." ***For teachers, the Policy defines the term "Insured Earnings" as their "annual contract salary," excluding bonuses, overtime pay, and any other "extra compensation."*** CP 4123. This definition has been in place since the Policy's inception. CP 4143-44, ¶14.

2. The Legislature created TRI pay in 1987, four years after inception of the Policy, to provide "extra compensation" to teachers

The Washington legislature first authorized school districts to exceed state salary limits by entering into locally-funded supplemental contracts for "additional time, additional responsibilities, or incentives" (known as "TRI" pay) in 1987.

Delyria v. State, 165 Wn.2d 559, 564 (2009); RCW 28A.400.200(4)(a). S*ee also*, RCW 28A.400.200(2)(c)(iv) (maximum salaries "exclude supplemental contracts for additional time, responsibility, or incentive pursuant to this section"). In contrast to a teacher's annual contract salary, which is funded by the state, supplemental TRI contracts under RCW 28A.400.200 are funded locally. *Id.*

3. Lundquist had an Individual Employee Contract providing "salary … at an annual rate" and a separate "TRI Supplemental Contract" providing "extra compensation"

Under Lundquist's Collective Bargaining Agreement ("CBA"), each teacher received compensation under two separate contracts: an Individual Employee Contract ("IEC") providing an annual base salary pursuant to a negotiated schedule, and a supplemental TRI contract, which provided extra compensation. CP 4231-34, 4249-52, 4259.

Lundquist's IEC references provides that his "[s]alary shall be at an annual rate" according to an "applicable salary schedule" under the CBA. CP 4288. The schedule (Appendix A to the CBA) identifies a teacher's "Base Salary" and "TRI Supplemental Contract" as separate and distinct components of

"Total Compensation." CP 4250. The CBA further explains, "Total Compensation Is Annual Base Salary + Corresponding TRI Annual Amount." CP 4250.

Lundquist's separate TRI Contract states that TRI is "supplemental compensation" for "additional days and duties" pursuant to RCW § 28A.400.200(4)(a). CP 4290-91.

4. SSD and Lundquist's Union intended and understood that the Policy term "annual contract salary" means teacher base pay under the IEC, not TRI

SSD's Assistant Superintendent for Human Resources Officer Noel Treat testified that teachers have two contracts: "one is a base pay contract, then there is a separate contract issued for TRI pay." CP 4259. SSD and Lundquist's Union intended and understood that "annual contract salary" means teacher base pay, not TRI. CP 4258-61. They commonly use the language "base salary" or "base pay" to mean the state-funded portion of employee salary, which did not include TRI. CP 4258-59, 4267, 4269-73, 4280-83; 4295, ¶9. They understood TRI was "extra compensation," and that TRI and employer-paid contributions to an employee's pension or health

insurance premiums are not covered by the Policy. CP 4219, ¶7; CP 4258-63, 4273.

The Union's Executive Director (and a former teacher), John Donaghy, testified that employees distinguish TRI from their "base pay" or "base salary," *i.e.*, their "Annual Base Salary" paid pursuant to their IEC contracts. CP 4283. He explained that "Base pay" was how SSD employees and union representatives referred to the state-funded portion of SSD employee compensation, which did not include TRI. CP 4295. He explained this "would be a familiar phrasing for employees" because "anybody could look in their union contract and see .... that TRI pay is calculated, or is shown separately from .... your annual .... or your base pay." CP 4283.

5. SSD expressly declined to pay premiums that would be required to add TRI or employer benefit contributions to "Insured Earnings"

Neither SSD nor its employees ever paid premiums to insure an employee's receipt of TRI or employer-paid contributions to health insurance or retirement benefits as part of "Insured Earnings" under the Policy. CP 4144, ¶16; CP

4306-09, 4319-20. SSD calculated its LTD benefit premiums based solely on IEC contract salaries. *Id.*

Years after the Policy was first issued in 1983, SSD and the Union specifically considered amending the Policy to add TRI pay to the definition of "Insured Earnings" in 2015 and 2016. CP 4144-45, ¶17; CP 4219-20, ¶8; CP 4294-98, 4330-38, 4341. They asked SSD's insurance broker to "look into the costs associated with possibly insuring other parts of employee payroll beyond what is currently insured (Base Annual Salary)," and to provide "an estimate of the increased premium cost to include TRI pay with insured earnings." CP 4298, 4341. Standard confirmed that adding coverage for TRI would increase premium costs. CP 4144-45, ¶17; CP 4319-21; 4337-38. SSD ultimately declined to pursue the amendment, determining it was in the best interest of the employees to keep the existing Policy provisions. CP 4274-79, 4284-85, 4295.

6. SSD communicated to employees that the Policy pays LTD benefits calculated as a portion of basic annual earnings and that "Your basic annual earnings do not include other income, such as TRI"

SSD employees received annual open enrollment memoranda stating "the policy will pay up to 60% of your ***base monthly income*** …." CP 4181, 4216 (emphasis added). They also received a "Monthly Cost Worksheet," which explained:

> Life and LTD Insurance—Your monthly cost for Life and LTD is based on your **basic annual earnings** (NOTE: Your basic annual earnings **do not include other income, such as TRI**).

CP 4155-57, 4166, 4183, 4200, 4208-09 (emphasis added).

The monthly worksheets also included cost tables reiterating, "LTD premium cost is based on your **basic annual earnings**, not on any other income such as stipends or TRI payments." CP 4166, 4168, 4184, 4201 (emphasis in original).

7. Standard approved and paid Lundquist's benefit claim based on its policy interpretation

Lundquist worked for SSD as a teacher until he became disabled due to Parkinson's disease. He submitted a claim for LTD benefits on April 25, 2017 (shortly after SSD affirmatively chose not to add TRI to the definition of "Insured

Earnings"), which Standard approved and paid from May 17, 2017 through May 18, 2022 (the maximum benefit period under the Policy). CP 4085; CP 4416, ¶¶6-8; CP 4420-23. In calculating the benefits payable to Lundquist, Standard, consistent with the Policy terms as elected by SSD, did not include TRI or employer contributions to health or retirement benefits.

B. Procedural Background

In 2019, Lundquist sued SSD, alleging it failed to purchase disability insurance that covered TRI and "did not pay premiums that included Mr. Lundquist's TRI Pay." CP 2577-78, ¶¶13, 16, 21. Lundquist later added claims against Standard, alleging to the contrary that the Policy covered TRI. CP 425-26, ¶¶81-95; CP 2603, ¶¶62-66.

In April 2022, the trial court certified an injunctive relief class of eighteen policies. CP 1463-65. Lundquist moved for summary judgment on behalf of the class. CP 728-57, 1285-1317, 1468-1502.

In June 2022 the trial court denied his motion, holding that Standard's evidence concerning the meaning of "Insured

Earnings" precluded summary judgment for Lundquist, and that "[i]t seems pretty obvious that TRI pay wasn't included," given that "the contract was formed before TRI pay existed." CP 1615-19; RP Vol. 1, 9:6-10, 10:13-14.

In March 2023 the parties filed cross-motions for summary judgment. CP 1633-72, 1863-92. The trial court denied Lundquist's motion and granted summary judgment for Standard, concluding that Standard did not breach the Policy or violate the IFCA. CP 2441-70; CP 2458, ¶¶5-9. The court also decertified the class. CP 2079-97, 2225-32, 2427-40.

On appeal, Division One affirmed the trial court's denial of Lundquist's motion for summary judgment, decertification of the class, and denial of leave to amend. However, the court reversed the grant of summary judgment for Standard based on its determination that Lundquist created an issue of material fact as to Policy interpretation by relying on the following four pieces of extrinsic evidence:

(1) "evidence that SSD supplied documents to employees describing the disability policy consistent with Lundquist's interpretation,"

(2) "testimony of a school financing expert statement that TRI pay is part of a teacher's base salary,"

(3) "a declaration that a Standard form submitted by SSD for Lundquist included both TRI and the employer's pension contributions in his annual earnings," and

(4) "a collective bargaining agreement (CBA) establishing that TRI is part of Lundquist's annual salary."

Slip op.,11-12.

Division One concluded its analysis of whether summary judgment was proper on the contract claim by stating, "Given this evidence, ***reasonable minds could easily differ*** on whether SSD and Standard intended to include TRI and employer contributions under 'Insured Earnings.'" Slip op., 12 ("emphasis added"). ***In other words, Standard's coverage position was reasonable.***

Despite its acknowledgment that an IFCA claim requires an "unreasonable denial" and that Standard's position was reasonable, Division One reversed summary judgment on the

IFCA claim based on its determination that genuine issues of material fact remain as to Policy interpretation. Slip op., 12-13.

V. ARGUMENT WHY REVIEW SHOULD BE ACCEPTED

Under RAP 13.4(b), this Court will review a Court of Appeals decision that is in conflict with a decision of the Supreme Court or a published decision of the Court of Appeals. Review of Division One's May 12, 2025 Opinion is warranted because the Opinion conflicts with multiple controlling decisions, as further discussed below.

A. Division One's reversal of summary judgment on the IFCA claim is contrary to controlling decisions requiring an "unreasonable denial" by the insurer, and is internally inconsistent because it held that "reasonable minds could easily differ" as to interpretation of the Policy

Division One's reversal of summary judgment on the IFCA claim is contrary to authority requiring an "unreasonable denial" for IFCA liability. The reversal is also inconsistent with the court's own holding that "reasonable minds could easily differ on whether SSD and Standard intended to include TRI and employer contributions under 'Insured Earnings.'" Given the Court's holding that Standard's position is

reasonable, there can be no "unreasonable denial" as required by IFCA and the controlling decisions of *Perez-Crisantos v. State Farm Fire & Cas. Co.*, 187 Wn.2d 669 (2017) and *Beasley v. GEICO Gen. Ins. Co.*, 23 Wn. App. 2d 641 (2022).

In addition, the Court failed to acknowledge that there can be no unreasonable denial, as a matter of law, because Standard did not deny Lundquist's claim for disability benefits but instead agreed the claim was covered, promptly paid the claim, and merely disputed the amount of benefits payable. The Court failed to apply controlling authority in *Perez-Crisantos* and *Beasley*, under which Standard's reasonable disagreement about the benefit amount cannot serve as an unreasonable denial.

1. Because IFCA claims require an "unreasonable denial," the reversal of summary judgment conflicts with the Court's holding that "reasonable minds could easily differ" on policy interpretation

With respect to the breach of contract claim, Division One found that Standard's interpretation of the policy was reasonable, concluding that "reasonable minds could easily differ on whether SSD and Standard intended to include TRI

and employer contributions under 'Insured Earnings.'" Slip op., 12.

The Opinion makes clear that Standard's benefit determination was based on a reasonable reading of the policy. Division One acknowledged that the Policy was issued in 1983, whereas "[t]he Washington legislature first authorized school districts to exceed state salary limits by entering into locally-funded supplemental contracts for "'additional time … additional responsibilities, or … incentives'" (TRI pay) in 1987. Slip op. at 5, n. 3, citing *Delyria v. Wash. Sch. For the Blind*, 165 Wn.2d 559, 564 (2009).

Division One further noted the trial court's comment, in denying Lundquist's 2022 motion for summary judgment, that '[i]t seems pretty obvious that TRI pay wasn't included' given that 'the contract was formed [in 1983] before TRI pay existed." Slip op., 5.

Further supporting its conclusion that Standard's interpretation is reasonable, Division One noted that when Lundquist filed his lawsuit, at first only against SSD, he alleged that SSD failed to obtain coverage that insured the TRI

payment portion of his salary. Slip op., p. 3. In other words, he admitted that TRI was not covered. However, when Lundquist later added Standard to the lawsuit, he alleged that the Policy included coverage for TRI, "[i]n contrast to his argument that SSD failed to pay the premiums needed to insure TRI." *Id.*, p. 3.

Given the Court's conclusion that "reasonable minds could easily differ on whether SSD and Standard intended to include TRI and employer contributions under "Insured Earnings," (Slip op., p. 12), Standard's interpretation of the contract language is reasonable as a matter of law and the Court of Appeals' decision is contrary to Washington case law that rejects application of the IFCA under these circumstances.

The IFCA provides a cause of action for insureds whose claims were "unreasonably denied." *Perez-Crisantos*, 187 Wn.2d at 680 (quoting RCW 48.30.015(1)). As the Court of Appeals has held, "IFCA claims require that the insurer's unreasonable act or acts result in the unreasonable denial of the insured's claim." *Beasley*, 23 Wn. App. 2d at 667.

Given the Court's determination that Standard's policy interpretation was reasonable, Lundquist cannot possibly show that Standard's payment of disability benefits based on that interpretation constituted an unreasonable denial, as required to bring an IFCA claim. *See e.g. Perez-Crisantos*, 187 Wn.2d at 680; *Beasley*, 23 Wn. App. 2d at 667.

Because Division One's reversal of summary judgment on the IFCA claim conflicts with its recognition that Standard's interpretation was reasonable and is contrary to authority holding that only an ***unreasonable*** denial can support an IFCA claim, review by this Court is necessary.

2. Division One also failed to acknowledge that there can be no unreasonable denial as a matter of law because Standard agreed the disability claim was covered and merely disputed the amount of benefits payable

As discussed above, IFCA claims require the insurer's conduct to result in the ***denial*** of the insured's claim. *Perez-Crisantos*, 187 Wn.2d at 680 (quoting RCW 48.30.015(1)); *Beasley*, 23 Wn. App. 2d at 667. Here there was no denial and the Court of Appeals' decision is thus contrary to *Perez-Crisantos* and *Beasley*, not to mention the statute itself.

The Court of Appeals in *Ainsworth v. Progressive Cas. Ins. Co.*, 180 Wn. App. 52 (2014), dealt with a similar issue in an IFCA action for denial of wage loss claims and held that such an action can be based on an unreasonable denial of wage loss benefit coverage or an unreasonable denial of wage loss payments. *Ainsworth*, 180 Wn. App. at 79.

In *Ainsworth*, the insurer argued there was no IFCA violation "because it reasonably denied the wage loss claim according to the policy terms, and IFCA applies only to coverage, not valuation disputes." *Id.* at 78. Division One was unpersuaded by this argument because the insurer never adjusted the claim for wage loss benefits or paid any period of time loss. *Id.* The Court thus held that the IFCA claim was properly based on a coverage dispute, rather than a mere dispute as to valuation of a claim to which IFCA does not apply. *Id.* at 79.

Here, in contrast to *Ainsworth*, it is undisputed that Standard approved Lundquist's LTD claim and promptly paid benefits computed based on Standard's interpretation of the Policy. CP 2465-66, ¶35. Indeed, Lundquist has acknowledged

this is a valuation dispute, alleging that Standard violated IFCA by incorrectly "calculating" benefits. CP 425, ¶¶89-90; CP 2465-66, ¶35.

The trial court in this matter considered the *Ainsworth* case and concluded, as a matter of law, that "[a]n insurer's mere disagreement about the valuation of a benefit claim does not support IFCA liability." CP 2464, ¶32; CP 2466, ¶37. The trial court further concluded that Lundquist's IFCA claim failed as a matter of law because he failed to create a genuine dispute to support an unreasonable denial under IFCA. CP 2468, ¶¶46, 49.

Division One found no error with respect to the trial court's legal conclusions that a mere disagreement over the benefit calculations cannot satisfy the "denial" requirement under IFCA or that Lundquist failed to create a genuine dispute on this issue. Indeed, the Court's sole basis for reversing summary judgment on the IFCA claim was that issues of material fact remain as to policy interpretation. Slip op., 13.

Regardless of which party's position as to interpretation of the Policy provisions regarding computation of disability

benefits is ultimately found to be correct, the parties' disagreement as to those provisions is not a denial under the IFCA. *See Perez-Crisantos*, 187 Wn.2d at 683 (2017); *Ainsworth*, 180 Wn. App. at 79.

In sum, given that Division One determined Standard's policy interpretation was reasonable and found no evidence of any denial of coverage, the reversal of summary judgment on the IFCA claim conflicts with controlling decisions of this Court and the Court of Appeals that require a party asserting an IFCA claim to show that there was a denial, and that the denial was unreasonable. Lundquist failed to make this showing. This Court should accordingly grant review.

B. Division One's reversal of summary judgment on the contract claim conflicts with controlling decisions of this Court.

1. Division One improperly used extrinsic evidence to show an intent independent of the contract, which is in conflict with *Berg v. Hudesman,* 115 Wn. 2d 657, 673 (1990) and *Hearst Communications v. Seattle Times Co.*, 154 Wn.2d 493 (2005)

When interpreting contract language under Washington law, the parties' intent must be enforced by "viewing the contract as a whole," along with "all the circumstances

surrounding the making of the contract, the subsequent acts and conduct of the parties to the contract, and the reasonableness of respective interpretations advocated by the parties." *Berg v. Hudesman,* 115 Wn. 2d 657, 673 (1990). The courts must give contract terms "their ordinary, usual, and popular meaning unless the entirety of the agreement clearly demonstrates a contrary intent." *Hearst Communications v. Seattle Times Co.*, 154 Wn.2d 493, 503-04, (2005).

Extrinsic evidence is used "to determine the meaning of *specific words and terms used*," and not to "show an intention independent of the instrument." *Hearst*, 154 Wn.2d at 503 (emphasis in original).

Division One's reversal of summary judgment on the contract claim conflicts with *Berg* and *Hearst*. Contrary to these decisions, the Court stated it was relying on Lundquist's extrinsic evidence to find a dispute as to the meaning of the terms "contract salary" and "earnings," and also to determine that "[a] similar dispute exists as to the parties' intent in forming the contract." Slip op., 11-12. The Court's use of extrinsic evidence to determine, generally, that a dispute exists

as to the parties' "intent in forming the contract," runs counter to *Hearst*'s requirement that such evidence be used only to determine the meaning of specific contract terms.

Moreover, to the extent the Court purported to use Lundquist's extrinsic evidence to interpret the specific word "earnings," it failed to apply the Policy's definitions, contrary to controlling authority. *See Australia Unlimited, Inc. v. Hartford Ins. Co.,* 147 Wn. App. 758, 766 (2008) ("Courts interpreting insurance policies are bound by definitions provided therein."). The word "earnings" appears in the relevant policy provisions only as part of the defined terms "Insured Earnings" and "rate of earnings." Slip op., 11. The Court was bound by the Policy definitions of these terms, which define "Insured Earnings" as the "annual rate of earnings from your employer …" and provide that "[i]f [the insured is] paid on an annual contract basis, [their] rate of earnings is [their] annual contract salary." Slip op., 2-3.

Although Division One further concluded that Lundquist's extrinsic evidence disputed the meaning of the words "contract salary," no such evidence was identified. *See*

Slip op., 11. The Court relied on four pieces of evidence that do not contain the specific Policy term "contract salary" and cannot create a genuine dispute as to the meaning of that phrase.

First, the Court relied on an LTD Plan Summary of Benefits, which merely states that the LTD plan pays a percentage of "covered monthly earnings," and does not contain the specific Policy term "annual contract salary." The Plan summary does not speak to the meaning of "contract salary" or any other specific Policy terms. CP 1344.

Second, the Court relied on the Knight Declaration (identified by the Court as "testimony of a school financing expert … that TRI pay is part of a teacher's base salary"). This declaration does not discuss any of the specific Policy terms at issue. Indeed, Knight is Lundquist's retained expert, and as such has no personal knowledge of the contracting parties' intent. Thus, his unsupported opinion is inadmissible to determine the intended meaning of specific Policy terms. Far from creating a genuine dispute, Knight's declaration is consistent with Standard's interpretation that the "annual

contract" referenced in the term "annual contract salary" means the only annual contract that existed at the time the Policy was issued (which Knight calls the "regular teaching contract") and not the separate TRI contract that did not yet exist.

Third, the Court relied on "a declaration that a Standard form submitted by SSD for Lundquist included both TRI and the employer's pension contributions in his annual earnings." Slip op., 11-12. This form is an "Employer's Statement" completed by SSD which requests the "Employee's Earnings." CP 404. This document does not use the specific Policy terms "annual contract salary," "annual contract," "contract salary," or "salary," and it does not aid in determining the meaning of "contract salary" or any other specific Policy term.

Fourth, the Court relied on Lundquist's CBA, finding that it created a genuine dispute because it "established TRI as a part of Lundquist's annual salary." Slip op., 12. However, the term "annual salary" does not appear in the Policy, and the Court did not find the CBA useful to determine the meaning of any specific Policy term. Moreover, the CBA is entirely consistent with Standard's position that "annual contract salary"

was provided by the only annual contract existing at the time the Policy was issued (identified in the CBA as the "basic contract"), and that it did not include supplemental TRI contracts that did not yet exist.

In sum, Division One's reversal of summary judgment on the contract claim conflicts with *Berg* and *Hearst* because the Court used Lundquist's extrinsic evidence, not to determine the meaning of specific words and terms used in the Policy, but to find that a dispute exists as to the parties' subjective "intent in forming the contract." Slip op., 11.

2. Based on its improper reliance on extrinsic evidence, Division One used immaterial facts to reverse summary judgment

Division One reversed Standard's grant of summary judgment on grounds that genuine issues of material fact exist as to the interpretation of the words "contract salary" and "earnings" and as to the parties' general "intent in forming the contract," independent of the specific words used. Slip op., 11. However, a genuine issue exists only "where reasonable minds could differ on the facts controlling the outcome of the

litigation." *Ranger Ins. Co. v. Pierce County,* 164 Wn.2d 545, 552 (2008).

The evidence relied upon by the Court does not aid in determining the meaning of "contract salary," as discussed above. Moreover, the Court's decision conflicts with *Ranger Ins.* because any factual disputes that could be created as to the meaning of the term "earnings" or the parties' subjective "intent in forming the contract" are immaterial as a matter of law. *Ranger Ins.*, 164 Wn.2d at 552; *Hearst*, 154 Wn.2d at 503.

Because Lundquist's extrinsic evidence does not aid in determining the meaning of specific words in the agreement, as discussed above, it cannot cause reasonable minds to differ as to how the relevant Policy language should be interpreted. Therefore, Lundquist's extrinsic evidence cannot create a genuine issue as to Policy interpretation.

VI. CONCLUSION

For all of the foregoing reasons, Standard respectfully requests that this Court accept review under RAP 13.4(b)(1) and (b)(2). By Division One's own analysis, Standard's interpretation of the Policy was reasonable and no IFCA claim

can survive in this situation pursuant to *Perez-Crisantos*. And furthermore, the admissible evidence shows undisputedly that TRI was extra compensation, was not part of Lundquist's annual salary, and the court's consideration of extrinsic evidence to change the meaning of the Policy language is thus in conflict with *Berg* and *Hearst*. This Court should accept review and reverse.

This document contains 4,394 words, excluding the parts of the document exempted from the 5,000 word count by RAP 18.17.

Dated: June 11, 2025

GORDON REES SCULLY MANSUKHANI, LLP

/s/ Neal J. Philip
/s/ Adelle Greenfield

Neal J. Philip, WSBA No. 22350
Jordan S. Altura, *Pro Hac Vice*
Adelle Greenfield, WSBA No. 52247
Attorneys for Standard Insurance Company

701 Fifth Avenue, Suite 2100
Seattle, WA 98104
Phone: (206) 695-5100
Fax: (206) 689-2822
Email: nphilip@grsm.com
jaltura@grsm.com
agreenfield@grsm.com

APPENDIX

FILED
5/12/2025
Court of Appeals
Division I
State of Washington

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

TIMOTHY LUNDQUIST and a class of similarly situated individuals, Appellants, v. SEATTLE SCHOOL DISTRICT NO. 1 and STANDARD INSURANCE COMPANY, Respondents.	No. 85589-1-I DIVISION ONE UNPUBLISHED OPINION

SMITH, J. — Standard Insurance Company issued a group disability policy to the Seattle School District (SSD) and 17 other school districts in Washington State. Timothy Lundquist worked for SSD as a school teacher until he became disabled. Lundquist applied to Standard for disability coverage, which Standard approved. In paying out coverage, however, Standard did not include time, responsibility, and incentive (TRI) pay, or employer contributions to deferred compensation or health insurance.

Lundquist brought a claim against Standard, alleging that his SSD policy includes TRI and employer contributions to deferred compensation and health insurance. Lundquist successfully obtained certification of a class, including policy holders in all 18 school districts, for that claim. He then moved for summary judgment on the interpretation of the SSD and Central Kitsap School

policies. Standard opposed the motion and sought dismissal of all claims. Standard also moved to decertify the class.

The trial court denied Lundquist's motion and granted Standard's motion, decertified the class and held that the policy did not include TRI, deferred compensation, or health insurance. The court also denied Lundquist's motion to amend to add a Consumer Protection Act claim. Lundquist appeals, asserting that summary judgment and decertification were inappropriate because genuine issues of material fact remain and the class met the CR 23 requirements. He also asserts that the trial court erred in denying his motion for leave to amend.

We reverse the grant of summary judgment but affirm the decertification of the class and denial of leave to amend.

FACTS

Background

Timothy Lundquist taught middle school language arts and physical education in the SSD from 1999 to 2017.

Standard insured SSD under a group policy since 1983. SSD renewed the policy each year until 2020. Although the parties amended the policy several times to increase the amount of earnings covered, they did not otherwise amend the coverage provisions in the policy. The policy defines "insured earnings" as the "annual rate of earnings from your employer, including deferred compensation, but excluding bonuses, overtime pay, and any other extra

compensation."[1] The policy further provides that "[i]f [the insured is] paid on an annual contract basis, [their] rate of earnings is [their] annual contract salary." It does not further define "earnings," "annual contract salary," or "extra compensation."

Lundquist was diagnosed with Parkinson's disease in July 2015. Because his condition was escalating, Lundquist took a paid leave of absence beginning in March 2017. Shortly thereafter, he applied for long term disability compensation through Standard. Standard approved the application and began paying Lundquist benefits in May 2017.

In July 2017, Standard informed Lundquist that it had incorrectly included TRI as part of his benefit calculation and had thus "overpaid" him. Lundquist challenged this determination, but following internal review, Standard concluded that Lundquist's insured earnings did not include TRI.

SSD Suit

In January 2019, Lundquist brought suit against SSD, alleging that his compensation was lower than it should be because SSD failed to report earnings and pay premiums insuring the TRI payment portion of his salary. In doing so, Lundquist obtained certification of a class including all disabled Seattle Public Schools employees subject to SSD's disability policy. SSD challenged the class certification and sought dismissal of the case. The trial court granted certification and SSD appealed. This court ordered the dismissal of Lundquist's claims

[1] Central Kitsap School District's Standard policy has an almost identical coverage statement, differing only in the maximum amount offered.

against SSD, citing his failure to exhaust his collective bargaining agreement's grievance procedure.[2]

Standard Suit

While the appeal was pending, Lundquist added claims against Standard to his initial suit. In contrast to his argument that SSD failed to pay the premiums needed to insure TRI, he now alleged that the existing policy included TRI payments. He also asserted that the policy covered employer contributions for deferred compensation and for health insurance because they were not specifically excluded by the policy language.

When Standard requested discovery on Lundquist's claims, Lundquist sought a protective order requiring Standard to serve interrogatories rather than subject Lundquist to an oral video deposition. His spouse submitted a declaration in support of Lundquist's request, attesting to his cognitive decline. The court granted Lundquist's protective order, noting "serious mental symptoms resulting from his Parkinson's disease."

In April 2022, Lundquist then moved to certify the same class for his claims against Standard. The trial court granted class certification.

Summary Judgment Motions

Following class certification, Lundquist moved for partial summary judgment on the meaning of the terms "earnings" and "extra compensation" in the long-term benefit insurance policies that Standard issued to the 18 school

[2] *Lundquist v. Seattle Sch. Dist. No. 1*, No. 80211-9-I, slip op. at 28 (Wash. Ct. App. Mar. 1, 2021) (unpublished), https://www.courts.wa.gov/opinions/pdf/802119.pdf.

districts that employed members of the class. Lundquist argued that the insurance policy should be interpreted to pay benefits based on TRI and employer contributions to pensions and healthcare. He withdrew and replaced his motion for partial summary judgment twice. In June 2022, the court denied Lundquist's third amended motion for summary judgment, holding that the extrinsic evidence of intent was inadmissible, that Standard's evidence concerning the meaning of "Insured Earnings" precluded summary judgment for Lundquist, and stating that "[i]t seems pretty obvious that TRI pay wasn't included" given that "the contract was formed before TRI pay existed."[3]

Lundquist sought discretionary review of the court's denial of his motion for partial summary judgment. Although the court commissioner accepted review, the commissioner found that the trial court committed no obvious error and explained that the denial was proper "in light of the evidence . . . that TRI pay was created by statute after the District purchased the policy." The court commissioner also noted that the trial court's order denying Lundquist's motion for partial summary judgment could provide a basis for decertification of the class.

In March 2023, Lundquist and Standard cross-moved for summary judgment. Lundquist repeated the same arguments contained in his prior motion but narrowed the scope from 18 school districts to Seattle and Central Kitsap.

---

[3] The Washington legislature first authorized school districts to exceed state salary limits by entering into locally-funded supplemental contracts for " 'additional time . . . additional responsibilities, or . . . incentives' " (TRI pay) in 1987. *Delyria v. Wash. Sch. for the Blind*, 165 Wn.2d 559, 564, 199 P.3d 980 (2009) (quoting RCW 28A.400.200(4)(a)).

Standard opposed Lundquist's motion and sought summary judgment against the class on all 18 policies. Standard also moved to decertify the class.

The court granted Standard's motion for summary judgment, concluding that Standard did not breach the policy or violate the Insurance Fair Conduct Act (IFCA), RCW 48.30.010-.015, while denying Lundquist's on both substantive and procedural grounds. The court also decertified the class.

Motion to Amend

Ten days after the summary judgment hearing, Lundquist requested leave to amend to add a Consumer Protection Act (CPA), chapter 19.86 RCW, claim. The trial court denied Lundquist's request.

Appeal

Lundquist appeals the order granting Standard's motion for summary judgment, the order denying his motion for summary judgment, the decertification of the class, and the denial of his request for leave to amend.

ANALYSIS

Summary Judgment

Lundquist contends the trial court erred both in granting Standard's motion for summary judgment and in denying his own motion because the basic rules of contract interpretation require looking to the plain language of the policy; the trial court did not comply with CR 56 by weighing evidence, relying on inadmissible evidence, and entering findings of fact; and the record did not support the dismissal of Lundquist's IFCA claim. Standard maintains that the trial court did not err because it correctly interpreted the policy, did not inappropriately weigh

evidence or err by entering findings of fact, and Lundquist's IFCA claim fails as a matter of law. We conclude that the trial court erred in granting Standard's motion for summary judgment and did not err in denying Lundquist's motion for summary judgement because genuine issues of material fact remain as to policy language and Lundquist's IFCA claim. We similarly conclude that the court erred in entering findings as to those disputed material facts.

We review a trial court's grant or denial of a motion for summary judgment de novo, engaging in the same inquiry as the trial court. *U.S. Bank Nat'l Ass'n v. Roosild,* 17 Wn. App. 2d 589, 596, 487 P.3d 212 (2021). Viewing all evidence and reasonable inferences in the light most favorable to the nonmoving party, summary judgment is appropriate where no genuine issues of material fact exist and the moving party is entitled to judgment as a matter of law. *Seattle Tunnel Partners v. Great Lakes Reinsurance (UK) PLC*, 200 Wn.2d 315, 320, 516 P.3d 796 (2022); CR 56(c). "A genuine issue of material fact exists where reasonable minds could differ on the facts controlling the outcome of the litigation." *Ranger Ins. Co. v. Pierce County*, 164 Wn.2d 545, 552, 192 P.3d 886 (2008).

A trial court may not weigh evidence, assess credibility, or otherwise resolve issues of material fact on summary judgment. *Haley v. Amazon.com Servs., LLC*, 25 Wn. App. 2d 207, 217, 522 P.3d 80 (2022). And a trial court may only enter findings of fact when ruling on a motion for summary judgment under the limited circumstances detailed in CR 56(d). *Haley*, 25 Wn.App.2d at 234-35.

Under CR 56(d), if the motion for summary judgment is not dispositive on the entirety of the case, the court may make findings only as to material facts that

"exist 'without substantial controversy.' " *Haley*, 25 Wn.App.2d 207 at 234 (quoting CR 56(d)). And the court "must examine the pleadings and evidence before it and inquire of counsel to ensure that the facts are agreed." *Haley*, 25 Wn.App.2d 207 at 234-35. If the trial court makes findings of fact without satisfying CR 56(d), the findings are nullities. *Haley*, 25 Wn.App.2d 207 at 235.

Here, Lundquist challenges the trial court's order granting Standard's motion for summary judgment and denying his own motion for partial summary judgment. Because Standard's motion for summary judgment is dispositive on all aspects of the case, CR 56(d) did not permit the trial court to enter any findings of fact. However, because Lundquist only sought partial summary judgment, his motion was not dispositive of all aspects of the case. The trial court therefore had authority under CR 56(d) to make findings of material fact as to Lundquist's motion, but only as to those facts that exist without substantial controversy. We conclude that the trial court reached beyond the bounds of CR 56(d).

First, no evidence in the record shows that the trial court communicated with counsel to confirm that the facts were agreed upon. In fact, the court made findings of fact as to two essential elements of the case, both of which were actively disputed. The trial court stated that "[TRI] is by definition 'other extra compensation' " (emphasis omitted) and that "neither SSD nor . . . Lundquist's Union ever represented to SSD employees that the SSD Policy would pay LTD benefits based on TRI, employer contributions to retirement or health benefits, or anything other than employee base pay." Lundquist provided multiple pieces of

evidence challenging both statements, including documents supplied to SSD employees describing the disability policy consistent with Lundquist's interpretation, testimony of a school financing expert statement that TRI pay is part of a teacher's base salary, a declaration that a Standard form submitted by SSD for Lundquist included both TRI and the employer's pension contributions in his annual earnings, and his collective bargaining agreement (CBA) establishing that TRI is part of Lundquist's annual salary. Even Standard acknowledged the dispute, stating at the motion hearing that "[Lundquist's evidence] disputes our evidence. That flies in the face of our evidence and raises disputed facts."

Because the trial court entered findings of fact as to facts that do not exist without substantial controversy, the trial court erred. Therefore, those findings of fact are nullities on appeal.

We next conclude that the trial court erred in granting Standard's motion for summary judgment because, with findings of fact as nullities, genuine issues of material fact remain as to policy interpretation and Lundquist's IFCA claim.

1. Policy Language

Lundquist contends that the trial court erred in granting Standard's motion for summary judgment because the plain language of the policy, understood by the average insurance purchaser, included TRI and employer contributions for deferred compensation and health insurance. Because Lundquist raised genuine issues of material fact as to the interpretation of the policy, we agree.

The rules of interpreting insurance contracts are well settled and are matters of law for the court to decide. *Seattle Tunnel Partners*, 200 Wn.2d

at 321. Washington follows the "objective manifestation theory" of contract interpretation, under which courts focus on the reasonable meaning of the contract language to determine the parties' intent at the time they entered into the agreement. *Hearst Commc'ns, Inc., v. Seattle Times Co.*, 154 Wn.2d 493, 503, 115 P.3d 262 (2005).

Initially, the plain meaning rule meant that a court would only look to evidence of the parties' intent as shown by the circumstances of its making, the subsequent conduct of the parties, and the reasonableness of their interpretations if the contract was ambiguous on its face. *Berg v. Hudesman*, 115 Wn.2d 657, 666, 801 P.2d 222 (1990). However, in *Berg*, the Washington Supreme Court "reject[ed] the theory that ambiguity in the meaning of contract language must exist before evidence of the surrounding circumstances is admissible." 115 Wn.2d at 669. The Supreme Court has since further clarified *Berg*, providing that "surrounding circumstances and other extrinsic evidence are to be used 'to determine the meaning of specific words and terms used' " in a contract. *Hearst*, 154 Wn.2d at 503 (emphasis omitted) (quoting *Hollis v. Garwall, Inc.*, 137 Wn.2d 683, 695-96, 974 P.2d 836 (1999)).

In interpreting an insurance contract, its specific language "must be given fair, reasonable, and sensible construction as would be given by an average insurance purchaser." *Mid-Century Ins. Co. v. Henault*, 128 Wn.2d 207, 213, 905 P.2d 379 (1995). Accordingly, "[u]ndefined terms in an insurance contract must be given their 'plain, ordinary, and popular' meaning." *Panorama Vill. Condo. Owners v. Allstate Ins.*, 144 Wn.2d 130, 139, 26 P.3d 910 (2001) (quoting *Boeing*

Co. v. Aetna Cas. & Sur. Co., 113 Wn.2d 869, 877, 784 P.2d 507 (1990)). In determining the plain or ordinary meaning of a word, courts look to standard English dictionaries. *Panorama*, 144 Wn.2d at 139.

In its motion for summary judgment, Standard asserted that Lundquist ignored key policy terms and that the "undisputed facts" demonstrated that the parties did not intend "Insured Earnings" to include TRI pay or employer benefit contributions. This, Standard, maintained, was sufficient to support the grant of summary judgment. But, as noted above, the facts at issue were not undisputed. Rather, Lundquist provided considerable evidence to the contrary. Because we consider the evidence in the view most favorable to the nonmoving party, genuine issues of material fact remain as to Standard and SSD's intent to include or exclude TRI and employer benefit contributions from the meaning of "Insured Earnings."

As noted above, Lundquist appropriately introduced extrinsic evidence to help determine the meaning of specific contract language. Both parties assert that the language of the contract is unambiguous, and yet in disputing the plain, ordinary, and popular meanings of the terms "contract salary" and "earnings," present contradictory results. A similar dispute exists as to the parties' intent in forming the contract. Lundquist provided evidence that SSD supplied documents to employees describing the disability policy consistent with Lundquist's interpretation, testimony from a school financing expert statement that TRI pay is part of a teacher's base salary, a declaration that SSD submitted a Standard form including both TRI and the employer's pension contributions in his annual

earnings, and that the CBA established TRI as a part of Lundquist's annual salary. Given this evidence, reasonable minds could easily differ on whether SSD and Standard intended to include TRI and employer contributions under "Insured Earnings."

Because the trial court's findings of fact are nullities and we consider the evidence in the view most favorable to the nonmoving party, genuine issues of material fact remain as to the interpretation of policy language. Because genuine issues of material fact remain, summary judgment is not appropriate for either party.

2. IFCA Claim

Lundquist also asserts that the trial court erred by improperly granting summary judgment on his IFCA claim. Standard disagrees, asserting that Lundquist's IFCA claim fails as a matter of law. Summary judgment on the IFCA claim is not appropriate because, without a determination regarding the policy language, genuine issues of material fact remain as to Lundquist's IFCA claim.

Washington's IFCA allows an insured "who is unreasonably denied a claim for coverage or payment of benefits" to recover damages and costs. RCW 48.30.015(1). To prevail on such a claim, the plaintiff must prove: (1) an unreasonable denial; (2) actual damage; and (3) proximate causation. WPI 320.06.01. IFCA's private cause of action is not available "in the absence of any unreasonable denial of coverage or benefits." *Perez-Crisantos v. State Farm Fire & Cas. Co.*, 187 Wn.2d 669, 672, 389 P.3d 476 (2017).

Standard asserts that Lundquist failed to provide evidence of an unreasonable denial of benefits because Standard paid Lundquist the benefits he was due, which do not include TRI or employer contributions to retirement or healthcare. Without evidence of an unreasonable denial, Standard contends, Lundquist's claim fails as a matter of law. But because genuine issues of material fact remain as to whether the policy included TRI and employer contributions, Lundquist's assertion of unreasonable denial does not necessarily fail. The trial court erred in granting summary judgment on Lundquist's IFCA claim.

Decertification

Lundquist contends that the trial court erred in disregarding the law of the case and decertifying the class. Standard again disagrees, asserting that the law of the case doctrine does not apply and that Lundquist failed to meet the CR 23 criteria to establish a class. First, the law of the case doctrine does not apply. Next, because Lundquist dropped 16 of the 18 school districts in his motion for summary judgment, attempting to litigate the class action piecemeal and failing to satisfy the CR 23(a) requirements, we conclude that the trial court did not abuse its discretion in decertifying the class.

We review class certification for manifest abuse of discretion. *Pellino v. Brick's Inc.*, 164 Wn. App. 668, 682, 267 P.3d 383 (2011). "We will uphold the trial court's decision if the record shows that the court considered the criteria for class certification, and the decision is based on tenable grounds and is not manifestly unreasonable." *Pellino*, 164 Wn. App. at 682. A class certification

order is interlocutory and is always subject to later modification or decertification. *Weston v. Emerald City Pizza LLC*, 137 Wn. App. 164, 168, 151 P.3d 1090 (2007).

1. Law of the Case

Lundquist first maintains that the trial court erred in decertifying the class because, in reversing the first trial judge's certification, the second trial judge disregarded the law of the case. Standard disagrees. Both parties cite to federal cases when addressing the doctrine. Because the Washington law of the case doctrine applies to appellate decisions, which are not at issue here, the doctrine does not apply.

The law of the case doctrine provides that "an appellate holding enunciating a principle of law must be followed in subsequent stages of the same litigation." *State v. Merrill*, 183 Wn. App. 749, 757, 335 P.3d 444 (2014). Generally, under the doctrine, an appellate court will refuse to consider issues that were decided in a prior appeal. *Folsom v. County of Spokane*, 111 Wn.2d 256, 264, 759 P.2d 1196 (1988); *Merrill*, 183 Wn. App. at 757.

Here, no appellate decision is at issue. Rather, both parties address the difference between two trial judge's rulings. Because the doctrine does not apply in such circumstances, the trial court was not bound to the first judge's decision.

2. CR 23(a)

Lundquist next asserts that the trial court erred in decertifying the class because he establishes commonality, typicality, and adequacy of representation as required by CR 23(a). Standard contends that decertification was appropriate

because Lundquist failed to satisfy any of the requirements. We conclude that the trial court did not abuse its discretion.

Class actions are specialized suits that, as a general rule, must be brought and maintained in strict conformity with the requirements of CR 23. *Oda v. State*, 111 Wn. App. 79, 92, 44 P.3d 8 (2002). "In order to certify a class action under CR 23, the plaintiffs must show numerosity, commonality, typicality, and adequacy of representation." *Pellin*o, 164 Wn. App. at 682.

A class shows numerosity if the class is so numerous that joinder of all members is impracticable. CR 23(a). Commonality is then satisfied when the alleged facts indicate that the defendant was engaged in a " 'common course of conduct in relation to all potential class members.' " *Pellin*o, 164 Wn. App. at 682 (internal quotation marks omitted) (quoting *Oda*, 111 Wn. App. at 91). Similarly, a class shows typicality if the plaintiff's claim arises from the same course of conduct that gives rise to the class members' claim and is based on the same basic legal principles. CR 23(a)(3). Lastly, the class representative must fairly and adequately protect the interests of the class. CR 23(a).

Here, as Lundquist cannot establish commonality, he fails to satisfy CR 23. Lundquist's motion seeking partial summary judgment on only two of the 18 policies within the class demonstrates that the court would be required to evaluate non-common evidence of intent as to each contract. In dropping 16 of the 18 policies, Lundquist essentially concedes that those 16 excluded policies are distinct. Because the court must examine individualized evidence to interpret

each policy, the trial court did not abuse its discretion in concluding Lundquist failed to establish commonality under CR 23(a)(2).

Because the failure to satisfy any one of the CR 23(a) criteria requires certification, the trial court did not manifestly abuse its discretion in decertifying the class.

3. CR 23(b)

Lastly, Lundquist claims that the class action is maintainable under CR 23(b)(1) and (b)(2). Because Lundquist fails to satisfy the CR 23(a) requirements, we do not reach the issue of CR 23(b).

Leave to Amend

Lundquist maintains that the trial court erred in denying his motion for leave to amend to add a CPA claim because adding the claim did not prejudice Standard. We disagree.

We review a trial court's denial of leave to amend for manifest abuse of discretion. *Ensley v. Mollmann*, 155 Wn. App. 744, 759, 230 P.3d 599 (2010). Again, "a manifest abuse of discretion arises when 'the trial court's exercise of discretion is manifestly unreasonable or based upon untenable grounds or reasons.' " *State v. Case*, 13 Wn. App. 2d 657, 668, 466 P.3d 799 (2020) (quoting *State v. Lile*, 188 Wn.2d 766, 782, 398 P.3d 1052 (2017)).

Under CR 15(a), a trial court should "freely" grant leave to amend "when justice so requires." A trial court may grant such leave unless the amendment would cause undue hardship or prejudice to the opposing party. *Caruso v. Local Union No. 690*, 100 Wn.2d 343, 349-50, 670 P.2d 240 (1983). "In determining

prejudice, a court may consider undue delay and unfair surprise as well as the futility of amendment." *Haselwood v. Bremerton Ice Arena, Inc.*, 137 Wn. App. 872, 889, 155 P.3d 952 (2007).

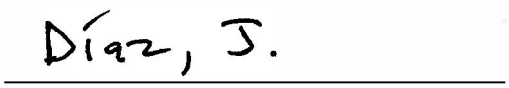
Lundquist contends that granting leave to amend would not have prejudiced Standard's ability to defend this case because the added CPA claim arose out of the same facts as the other two claims raised and the CPA claim overlapped substantially with his IFCA claim. But Lundquist fails to acknowledge that he waited until 10 days after the last hearing on the cross-motions for summary judgment and the motion to decertify to move for leave to amend, causing undue delay.

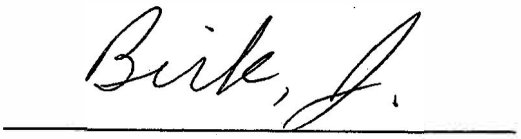
Despite actively arguing that his CPA claim arose out of the same facts as his initial claims, Lundquist does not make any showing as to why he could not have included the CPA claim earlier. And because Standard's response to Lundquist's motion for partial summary judgment and Standard's argument as to decertification were based only on Lundquist's original claims, this last-minute addition would require new discovery, new experts, and likely, new motions. Accordingly, the trial court appropriately denied his motion based on the undue delay, and therefore prejudice, the amendment would cause. On remand, however, Lundquist may again move to add a CPA claim.

Given the record in front of the trial court, we conclude that the trial court did not manifestly abuse its discretion in denying Lundquist's motion for leave to amend.

We reverse the grant of summary judgment but affirm class decertification and the denial of leave to amend based on the facts that were before the court at that time.

WE CONCUR:





CERTIFICATE OF SERVICE

I certify under penalty of perjury under the laws of the State of Washington that on June 11, 2025, I caused a copy of the foregoing to be delivered by e-service to counsel, addressed as follows:

David F. Stobaugh, WSBA #6376
Stephen K. Strong, WSBA #6299
Alexander F. Strong, WSBA #49839
Stobaugh & Strong, P.C.
126 NW Canal St., Ste. 100
Seattle, WA 98107
Phone: (206) 622-3536
Email: astrong@bs-s.com
davidfstobaugh@bs-s.com
skstrong@bs-s.com
Attorneys for Plaintiff/Appellant

Catherine W. Smith
Ian C. Cairns
Smith Goodfriend, P.S.
1619 8th Avenue North
Seattle, WA 98109
Phone: (206) 624-0974
Email: cate@washingtonappeals.com
ian@washingtonappeals.com
Attorneys for Appellant

Geoff J. Bridgman, WSBA #25242
Daniel F. Shickich, WSBA #46479
Ogden Murphy Wallace, P.L.L.C.
701 5th Ave., Suite 5600
Seattle, WA 98104-7045
Phone: (206) 447-7000
gbridgman@omwlaw.com
dshickich@omwlaw.com
Associated Counsel for Appellant

///

Randall T. Thomsen, WSBA #25310
Timothy G. Leyh, WSBA #14853
Chelsey Mam, WSBA #44609
HARRIGAN LEYH FARMER & THOMSEN LLP
999 3rd Avenue, Suite 4400
Seattle, WA 98104
(206) 623-1700
Email: randallt@harriganleyh.com
timl@harriganleyh.com
arielm@harriganleyh.com
chelseym@harriganleyh.com
Attorneys for Seattle School District No. 1

DATED this 11th day of June, 2025.

/s/ Debbie McKee
Debbie McKee

GORDON REES SCULLY MANSUKHANI, LLP

June 11, 2025 - 4:45 PM

Transmittal Information

Filed with Court:	Court of Appeals Division I
Appellate Court Case Number:	85589-1
Appellate Court Case Title:	Timothy Lundquist, Appellant v. Seattle School District 1, et ano., Respondent

The following documents have been uploaded:

- 855891_Petition_for_Review_20250611164506D1016422_8793.pdf
  This File Contains:
  Petition for Review
  The Original File Name was Petition for Review.pdf

A copy of the uploaded files will be sent to:

- agreenfield@grsm.com
- andrienne@washingtonappeals.com
- astrong@bs-s.com
- cate@washingtonappeals.com
- cdaugherty@bs-s.com
- chelsey.mam@bclplaw.com
- davidfstobaugh@bs-s.com
- dmckee@grsm.com
- dshickich@omwlaw.com
- feve.retonio@bclplaw.com
- florine.fujita@bclplaw.com
- gbridgman@omwlaw.com
- ian@washingtonappeals.com
- jaltura@grsm.com
- lawfirm@bs-s.com
- nphilip@grsm.com
- randall.thomsen@bclplaw.com
- sbordeaux@omwlaw.com
- skstrong@bs-s.com
- timothy.leyh@bclplaw.com

Comments:

Sender Name: Loida Gallegos - Email: lgallegos@grsm.com
Filing on Behalf of: Adelle Greenfield - Email: agreenfield@grsm.com (Alternate Email:)

Address:
701 Fifth Ave.
Ste. 2100
Seattle, WA, 98104
Phone: (206) 695-5100

Note: The Filing Id is 20250611164506D1016422