

THE HONORABLE KAREN L. STROMBOM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA, *et al.*,
Plaintiffs,
v.
STATE OF WASHINGTON, *et al.*,
Defendants.

Case No.: C70-9213
Subproceeding No. 89-00309 RSM-KLS
*Squaxin Island Tribe v. Russ Norris, dba
Russ' Shellfish*
RESPONSE OF RUSSELL E. NORRIS
d/b/a/ RUSS' SHELLFISH IN OPPOSITION
TO SQUAXIN ISLAND TRIBE'S MOTION
FOR SUMMARY JUDGMENT
Note Date: December 12, 2014

***So Tribes can harvest wild shellfish from all noncultivated shellfish beds,
but not from cultivated beds where there is no natural bed.¹***

I. SUMMARY OF ARGUMENT

This case has nothing to do with a violation of or interference with a treaty Indian shellfish harvest right. Rather, it is about the willingness of a small operator to achieve the fruits of his labor and follow the rules as he understands them. Simply, Defendant Russell Norris, d/b/a/ Russ' Shellfish ("Russ' Shellfish" or "Norris") has helped build the commercial shellfish industry as it is today, a valuable and successful part of Washington State's

¹ See Exhibit D to the Declaration of Dennis D. Reynolds in Opposition to Squaxin Island Tribe's Motion for Summary Judgment ("Reynolds Decl.") filed herewith.

1 economy. His enhancement and cultivation efforts benefit the public and the Squaxin Island
 2 Tribe (“the Tribe”). Yet the Tribe is treating Mr. Norris as an adversary. The Squaxins are
 3 misusing their superior financial resources to intimidate and bankrupt a small owner-operator
 4 business under the guise of “protection” of its rights. The Tribe, however, has no rights to
 5 artificially cultivated shellfish. Further, no harvest agreements were violated except in one
 6 minor respect and, for that one incident, Mr. Norris has offered compensation.
 7

8 This case centers on the shellfish farming and harvesting practices of Russ’ Shellfish
 9 on seven privately owned beaches in the Tribe’s U&A. The commercial shellfish activity
 10 throughout Puget Sound rapidly expanded since the 1990’s going forward whereby Norris’
 11 enhancement efforts (with others) increased the share of harvestable clams for all, including
 12 members of the Squaxin Indian Tribe. *See* Declaration of Russ Norris In Opposition to
 13 Squaxin Island Tribe’s Motion for Summary Judgment (“Norris Decl.”), ¶¶ 5-7. The seven
 14 beaches do not include any “natural beds.” The beaches in question have been for many years
 15 (if not decades) prior to Russ’ Shellfish’s leases.² The beaches in question have been
 16 historically cultivated right in front of and to the obvious knowledge of the Tribe. The
 17 commercial shellfish activity throughout Puget Sound rapidly expanded since the 1990’s
 18 going forward whereby Norris’ enhancement efforts (with others) increased the share of
 19 harvestable clams for all, again, including members of the Squaxin Tribe.
 20
 21

22 Russ’ Shellfish did enter into four separate harvest plans with the Tribes and private
 23 landowners of the beaches known as: Durland, Verlinde, J. King and Moore.³ However, the
 24

25 ² The Tribe concedes as much in several of the harvest agreements it has placed before this Court. *See, e.g.*, Eric
 Sparkman Declaration, Ex. 24, King Agreement (“Prior to leasing to Russ’ Shellfish, the Kings leased to another
 grower to harvest and cultivate Manila clams.”). *See also* Norris Decl.

26 ³ *See* Exs. 14, 22, 24 and 29 to Sparkman Declaration.

1 Tribe has not pleaded a claim for breach of contract nor requested consequential damages. In
 2 any event, as of August 12, 2014, the leases have been cancelled and Russ' Shellfish no
 3 longer has access to these beaches. The harvest plans have also been terminated as allowed
 4 by the terms of the contracts, thus rendering the harvest plans moot. Russ' Shellfish no longer
 5 owns or controls any non-exempted tidelands within the Tribe's U&A, a result of the Tribe's
 6 own making.
 7

8 The Tribe, however, has not waived its right to harvest shellfish from any of the
 9 private tracts and can continue to harvest (and negotiate make-up harvests), as it has done
 10 with the Moores. *See* Ex. 39 to Sparkman Declaration. Thus, it matters not whether Russ'
 11 Shellfish still has leases with the owners or harvest agreements with the Tribe for the Tribe to
 12 negotiate a "make up" harvest with the beach owners, as it did with the Moores.
 13

14 There is no legal basis for the Court to award the requested retrospective relief. First,
 15 the 6.3 Notice requirement of the Shellfish Implementation Plan⁴ ("SIP") does not apply to
 16 the beaches at issue since they have been historically managed for artificial clam production
 17 and enhancement. Second, the Tribe issued no Harvest Notices to Defendant, so under SIP,
 18 Defendant had a "safe harbor" to harvest.⁵ Third, with or without a 6.3 Notice, the Tribe has
 19
 20

21
 22 ⁴ *United States v. Washington*, 873 F.Supp. 1453 (W.D. Wash. 1994) *aff'd in relevant part*, 157 F.3d 630, 643-
 644, 646-647 (9th Cir. 1998). *See* Ex. 2 to the Sparkman Declaration. A full copy of the SIP is annexed as Ex. D
 to the Reynolds Declaration.

23 ⁵ *See* SIP, Section 6.1.1 (p.8); Section 6.1 ("Determination of the quantity of shellfish a Tribe is to harvest ... is
 24 triggered by notice to the Grower of the Tribe's interest in commencing harvest."). *See also* SIP, Section
 6.1.4 (" Tribes initially have one year after the completion of Exhibit A to give a harvest notice pursuant to
 25 § 6.1.1 to Growers subject to the Implementation Plan. After that one-year period, a Grower may operate free of
 26 additional notices of tribal claims for a three-year period. At the end of such three-year period, the Tribes shall
 have a ninety-day period during which they may provide notice pursuant to § 6.1 above. At the end of the
 ninety-day period, the Grower shall again have a three-year period free from additional tribal notices of claims.
 The ninety-day open period for giving notice under § 6.1 shall continue to alternate thereafter with a three-year
 period during which no such notice may be given.")

1 always had the right to survey any of the beaches in question.⁶ Fourth, the Court cannot order
2 relief based upon activities of corporate entities owned (in part) by Norris in the past, which
3 have been dissolved for years and are not named as parties to this litigation. Sixth, in terms of
4 any equitable remedy, the owners of the beaches are the real party in interest, but are not
5 named. The Court has no authority to order Russ' Shellfish to allow the Tribe to access
6 previously leased tidelands to harvest clams because Russ' Shellfish is not the owner, and no
7 longer is the lessee of such lands. Ironically, the Tribe has effectively driven Mr. Norris and
8 his business Russ' Shellfish from South Puget Sound and now wants a remedy not available
9 at law or warranted by equity. This circumstance alone precludes the retrospective relief
10 requested by the Tribe.
11

12 Notwithstanding the lack of authority to order Russ' Shellfish to allow harvesting on
13 property on which he has no interest, one of the major "disconnects" in the Tribe's motion is
14 its argument that the Defendant's alleged failure to provide: (1) Section 6.3 Notices (even
15 where not required as discussed below); and (2) information concerning timing, location or
16 amount of harvests is the cause of the Tribe's alleged lost harvests. In other words, "but for"
17 the lack of notice/information, the Tribe would have harvested an additional 24,808 pounds
18 over a 7-year period. The contention is nonsensical in light of the failure of the Tribe to issue
19 any Harvest Notices nor conduct surveys. In addition, such arguments are based on
20 speculation and conjecture. They presume genuine and material "facts" that do not exist
21 and/or which are disputed by the Defendant and preclude summary judgment. Among other
22 things, these contested facts include:
23
24
25

26 ⁶ SIP Section 7.1 (p. 14)

- 1 1. No naturally-occurring shellfish.
- 2 2. No natural beds.
- 3 3. Norris did not enhance existing natural beds or create new artificial beds.
- 4 4. Dispute regarding baseline Manila clam population.
- 5 5. Disputed reasons why Tribe's harvests fell short.⁷
- 6 6. Disputed amount of shellfish that comprise total of "lost" harvests.

7 With respect to the requested prospective relief, neither the Shellfish Implementation
8 Plan, the 2007 Consent Decree and Settlement Agreement, the Shellfish Minimum Density
9 Consent Decree, nor any of the harvest plans provide any basis for this Court to enter an
10 injunction. The Tribe has failed to establish it is entitled to judgment as a matter of law.
11

12 II. STATEMENT OF THE FACTS

13 Russell Norris is the sole proprietor, owner-operator of Russ' Shellfish, a commercial
14 shellfish farming company. He began his career on the Hood Canal in 1982 and has worked
15 throughout the Puget Sound beaches from the beginning of the aquaculture industry in
16 Washington State. Norris Decl., ¶ 4. During his 32 years in the industry, he has gained deep
17 knowledge of the condition of local beaches and is aware of prior cultivation of areas and its
18 effect on shellfish populations. Norris Decl., ¶ 4. The case before the Court involves seven
19 privately owned beaches located in the Tribe's U&A, referred to as: McNeal, Passmore,
20 Beck, Durand, Verlinde, King and Moore. Norris Decl., ¶ 12.
21

22 Russ' Shellfish had leases with landowners on seven beaches and farmed them
23 adhering to the law. The arguments made by the Tribe fall into two categories: (1) Lack of
24

25
26 ⁷ For the tracts in question, when the Tribe did harvest, it took 100% of the "natural stock." *See* Norris Decl.,
¶ 15, ¶ 26.

1 6.3 Notice, and (2) Violation of Harvest Plans. Each of the beaches is addressed separately
2 below with respect to the two categories of alleged violations.

3 Beaches for which the Tribe alleges Violation of the Shellfish Implementation Plan
4 (SIP) and a failure to provide 6.3 Notice:

5 McNeal, Passmore, and Beck were farmed before Russ' Shellfish executed leases to
6 farm on these beaches. Upon inspection at the time of signing the leases, Mr. Norris saw that
7 each of these beaches had obviously not been managed for wild stocks. Norris Decl., ¶ 12.
8 Based on what he saw and what he learned in talking with the owners, it was his belief that
9 the beaches had been farmed and stripped in the past. Norris Decl., ¶ 12, ¶ 13 (Exs. B and C).

10 **MCNEAL**

11 The McNeal parcel is in Sunset Beach, Oakland Bay. It was cultivated prior to 2002
12 and remained cultivated up to lease cancellation in August 2014. Norris Decl., ¶ 33 (Ex. K).
13 Russ' Shellfish started harvesting and continued cultivating the McNeal parcel in 2011 under
14 an Aquatic Farm Registration (AFR), prior to that Great Northwest Oyster LLC cultivated and
15 harvested the McNeal parcel from 2002.

16 **PASSMORE**

17 The Passmore parcels are in Sunset Beach, Oakland Bay. They were cultivated since
18 the 1990s and have been cultivated up to lease cancellation in August 2014. Passmore Decl.,
19 ¶ 3. Russ' Shellfish started harvesting and continued cultivating the Passmore parcels under
20 three AFRs.
21
22
23
24
25
26

1 **BECK**

2 The Beck parcel is in Sunset Beach, Oakland Bay. Russ' Shellfish began harvesting
3 and continued cultivating the Beck parcel under an AFR. Since 2011, Russ' Shellfish has not
4 harvested on the Beck parcel because the harvesting lease expired.

5 Beaches for which the Tribe alleges Violation of Harvest Plans:

6 **DURAND**

7 The Durand beach was farmed well before Russ' Shellfish executed leases in 2005 to
8 farm on this beach. Prior to signing the lease, Mr. Norris inspected the area and he saw the
9 beach was completely netted (this is a method of protecting seed from predators). Norris
10 Decl., ¶ 13. Mr. Norris understood that Ms. Durand had been farming her beach for
11 approximately five years. *Ibid.*

12 Russ' Shellfish did enter a Harvest Plan with the Tribe for the Durand Tideland
13 (Exhibit #19 to Tribe's Motion for Summary Judgment) in October of 2011. Mr. Norris had
14 been threatened with a lawsuit by the Tribe, so he met with Mr. Eric Sparkman, a Tribal
15 biologist, on site in an effort to work out a solution. Norris Decl., ¶ 15. There were three
16 rows of netted area and Mr. Sparkman identified the middle area as the best for Tribal
17 harvesting. Mr. Norris removed the netting from the middle and allowed the Tribe to harvest
18 this area that he had been farming.

19 **VERLINDE**

20 Russ' Shellfish did contact the Tribe prior to any work beginning on this leased beach.
21 Norris Decl., ¶ 16. Russ' Shellfish had an agreement, a harvest plan, with the Tribe and
22 created a new oyster bed. In 2011, Russ' Shellfish planted a large amount of Manila Clam
23
24
25
26

1 seed and oyster seed, this was all related to aquaculture activities and did not relate to any
2 wild stock. *Id.*

3 **KING**

4 There are three beaches associated with King and all had been previously leased and
5 farmed. Russ' Shellfish contacted the Tribe before any work started and entered into an
6 agreement, a harvest plan, with the Tribe and created a new oyster bed. Norris Decl., ¶ 17.

8 **MOORE**

9 The Moore parcel is located in Hammersley Inlet. In 2011, it was classified as a non-
10 cultivated (wild) parcel. In 2012, Russ' Shellfish harvested the Moore parcel under an
11 emerging commercial fisheries license (ECF). The Moore beach was the first experience
12 Russ' Shellfish had with an ECF license. Norris Decl., ¶ 19. A SIP § 6.3 Notice was
13 provided and a harvest plan was in effect. Russ' Shellfish obtained all the proper paperwork
14 and was advised by the State officials at Washington State Department of Fish and Wildlife
15 (WDFW) that they could go to work. Norris Decl., ¶ 20. Russ' Shellfish entered an
16 agreement, a harvest plan, with the Tribe and created a new oyster bed. *Id.* In June 2013, the
17 harvest lease was cancelled.
18

19 The genesis of this lawsuit and significant problems between Russ' Shellfish and the
20 Tribe began during a scheduled dig by the Tribe at the Moore parcel on approximately
21 November 2, 2012. The Tribe had arrived early and the Tribal biologist, Rana Brown, had
22 already marked the area with glow-sticks. This area was in the middle of Russ' Shellfish's
23 planted oyster beds. Mr. Norris advised her she could not allow the Tribal harvesters dig in
24 any of the oyster beds. At that point, Mr. Norris was advised by Ms. Brown that she and her
25 Tribal harvesters could harvest anywhere that she indicated. Again, Mr. Norris advised her
26

1 that the planted oyster and clam beds were off limits that the only area was agreed upon in
2 advance, the area allowed to naturally set. This is an area where the Tribe had previously
3 harvested their entire quota. Norris Decl., ¶ 28.

4 The situation escalated, Mr. Norris advised Ms. Brown that he would contact the
5 Fisheries officer and seek to have her issued a trespass notice. At this point, Ms. Brown
6 moved the harvest to the natural set area of the beach for the next three hours. During this
7 time, Mr. Norris and his co-worker were verbally harassed by the harvesters and threatened
8 with harm to their home and family. One of the harvesters was intoxicated and was menacing
9 not only Mr. Norris and his co-worker, but Rana Brown as well. Norris Decl., ¶ 29; Exhibit
10 #31, Tribe's Motion for Summary Judgment: Squaxin Island Police Dept. Incident Report).
11 The intoxicated Tribal member's comments led to many of the harvesters to refusing to dig
12 the area that was available to them. They left the dig early and this is why the quota was not
13 reached. *Ibid.*

14
15
16 The lease between Russ' Shellfish and Moore was cancelled by mutual agreement.
17 The lease contained a "recoupment within 90 days" of cancellation clause. Russ' Shellfish
18 had 90 days to try and recover the planted seed and relocate it; this was the second time Russ'
19 Shellfish "harvested" the Moore beach; first was a scheduled harvest for mature product, the
20 second was a salvage of seed operation triggered by the cancelled lease. Norris Decl., ¶ 30.

21
22 The efforts of the Tribe to pursue Mr. Norris included contacting state agencies. The
23 Tribe, through its agents, Sharon Haensly, Tribal Attorney, and Rana Brown, Shellfish
24 Biologist, contacted the Washington State Department of Fish and Wildlife (WDFW) and
25 filed a complaint in early 2013 alleging that Russ' Shellfish had been harvesting wild stocks
26 of shellfish from the properties in Hammersley Inlet and Oakland Bay. This complaint

1 triggered a thorough investigation by the Enforcement Officer for WDFW, Matt Jewett.
2 Officer Jewett obtained records from WDFW including: all Aquatic Farm Registrations
3 (AFRs) and Emerging Commercial Fishery licenses (ECFs), Wholesale Fishbuyers license, all
4 submitted fish tickets and aquaculture production reports since January 2011; and obtained
5 records from Washington State Department of Health (DOH), including all harvest site
6 certificates. *See* Norris Decl., ¶¶ 38-39 (Exhibit M, Washington Department of Fish &
7 Wildlife Police Incident Report, 11/30/2011).
8

9 Officer Jewett contacted Mr. Norris, who met with him willingly at his home. Officer
10 Jewett advised Mr. Norris of his Miranda Rights and Mr. Norris spoke with him freely and
11 shared all documentation requested by Officer Jewett. Officer Jewett described three errors
12 that Mr. Norris had made in completing fish receiving tickets and mistakes on his quarterly
13 production report. Officer Jewett notes in his report that: “Most of these where (*sic*) only
14 minor mistakes for failing to have the individual farm information, they were not shellfish
15 accounting mistakes. Typically, WDFW accounting employees will notify a company if they
16 notice a fish ticket or quarterly production report that is found to be incomplete. Enforcement
17 is made aware if companies continue to violate.” *See* Norris Decl., Ex. M, Washington
18 Department of Fish & Wildlife Police Incident Report, 11/30/2011, pp.2-3.
19

20 On March 19, 2013, Officer Jewett had a 45-minute conversation with Ms. Haensly
21 and Ms. Brown regarding the mistakes made by Mr. Norris and the allegations they had made
22 against him. Officer Jewett then met with Ms. Brown and advised her that he had found “all 5
23 of those beaches were not in violation of Tribal notification due to having previous Aquatic
24 Registrations under Oakland Bay Shellfish and ...previous company named Great Northwest
25
26

1 Shellfish. Thus, already having AFR's and not needing ECF's." *See* Washington Department
2 of Fish & Wildlife Police Incident Report, 11/30/2011, pages 3-4.

3 On July 25, 2013 the Mason County Prosecutors Office declined to prosecute
4 Mr. Norris. Norris Decl., Ex. N.

5 Russ' Shellfish has cancelled, through mutual agreement, all the leases on beaches that
6 are within the Tribe's U&A. Russ' Shellfish and the individual landowners were the only
7 parties to these leases. Norris Decl., ¶ 8.

8 **III. EVIDENCE RELIED UPON**

9 The Declaration of Russell E. Norris, submitted herewith (with exhibits) the
10 Declarations of George Passmore and Patricia Passmore, the Declaration of Andrew
11 Woolliscroft, and the Declaration of Dennis D. Reynolds (with exhibits) and the records and
12 files herein.
13

14 **IV. ARGUMENT**

15 The Tribe cites no authority for any proposition except its interpretation of the SIP.
16 Apparently, the Tribe's core position is that any failure to provide a Section 6.3 Notice
17 somehow gives its members the right to harvest the fruits of Mr. Norris labors because there
18 are always "some" natural clams present, even if one cannot distinguish between an artificial
19 and naturally seeded clam. *See* Reynolds Decl. Ex C, Sparkman deposition excerpts. With
20 due respect, the SIP distinguishes between cultivated beaches and beaches managed for wild
21 stocks. The extreme contentions made by the Tribe in this matter if accepted would cause
22 havoc in the industry and undue years of cooperation. Without conceding his position, a most,
23 Mr. Norris believes novel interrelations may or may not justify a declaration from this court,
24 but not imposition of injunctive relief or other punitive terms.
25
26

1
2 **A. Standard of Review on Summary Judgment**

3 Summary Judgment can be rendered only where the pleadings, the discovery, and
4 disclosure materials on file, and any affidavits, show that there is no genuine issue as to any
5 material fact and that the moving party is entitled to judgment as a matter of law. *See* FED. R.
6 CIV. P. 56(c); *see also Celotex Corp. v. Catrett*, 477 U.S. 317, 322, 106 S. Ct. 2548, 91 L. Ed.
7 2d 265 (1986); 6 J. Moore, Federal Practice p 56.07, p 56.15 (2d ed. 1948).

8
9 The nonmoving party must establish the existence of an issue of fact regarding an
10 element essential to that party's case, and on which that party will bear the burden of proof at
11 trial, after the moving party demonstrates the absence of a genuine issue of material fact. *See*
12 *Adickes v. S.H. Kress & Co.*, 398 U.S. 144, 159, 90 S. Ct. 1598, 26 L. Ed. 2d 142 (1970); *see*
13 *also Celotex*, 477 U.S. at 323-324; *See Tzung v. State Farm Fire & Casualty Co.*, 873 F.2d
14 1338, 1339-40 (9th Cir.1989) (facts and all reasonable inferences drawn must be viewed in
15 favor of nonmoving party in summary judgment motion). A material fact is one that could
16 affect the outcome of the case under the substantive law. *See Anderson v. Liberty Lobby, Inc.*,
17 477 U.S. 242, 248, 106 S. Ct. 2505, 91 L. Ed. 202 (1986). The Tribe's motion fails as a
18 matter of law, but also because there are numerous disputed genuine issues of material fact.

19
20 **B. There is No Legal Basis on Which to Award the Tribe Retrospective Relief**

21 1. Russ' Shellfish is not an Owner/Controller of any of the Seven Beaches at
22 Issue

23 It is undisputed that the subject leases are cancelled. Thus, Russ' Shellfish is no
24 longer a "Grower," under the Shellfish Implementation Plan with respect to the seven beaches
25 at issue. It has no legal right to enter or allow another person to enter the privately owned
26

1 tidelands for any purpose. There is not a shred of evidence that the business retains any
 2 authority in this regard. Rather, the evidence shows the parcels are privately owned and
 3 entirely subject to the control of the property owners; these property owners did not sign any
 4 agreements directly with the Tribe except the Moores. *See* Sparkman Decl., Ex. 39. The
 5 parties do not dispute these facts.

6
 7 The court has no jurisdiction to order specific performance against Russ' Shellfish
 8 because it no longer leases and does not own the properties on which the Tribe seeks to
 9 harvest shellfish. The Tribe has not named the property owners as Defendants and this Court
 10 cannot order any relief that grants the Tribe legal access to the tidelands and to remove any
 11 shellfish therefrom as to non-parties. *See* Fed. R. Civ. P. 19(a)(1). The Tribe's claim in this
 12 regard should be dismissed because it failed to name necessary and indispensable parties.⁸ A
 13 party is necessary if "a complete determination of a controversy cannot be had" without its
 14 presence.⁹ *See, e.g., Puyallup Indian Tribe v. Port of Tacoma*, 717 F.2d 1251, 1255 (9th Cir.
 15 1983). Stated another way, a necessary party is one whose ability to protect its interest in the
 16 subject matter of the litigation would be impeded by a judgment. *Id.* The party must have a
 17 sufficient interest such that judgment cannot be determined without affecting that interest."
 18
 19 Generally, a landowner is an indispensable party in a case that would affect the use of the
 20
 21

22 ⁸ Rule 19(a) requires a district court to join an absent party if any one of three specific conditions obtains: (A) in
 23 the absence of the party complete relief cannot be granted to those persons who are already parties, Fed.R.Civ.P.
 24 19(a)(1); (B) the absent party claims an interest relating to the action and is so situated that disposition in his
 25 absence may "as a practical matter" impair the absent party's ability to protect that interest, *id.* at 19(a)(2)(i); or
 26 (C) the absent party claims an interest relating to the action and is so situated that disposition in his absence may
 subject a joined party to an inconsistent obligation, *Id.* at 19(a)(2)(ii).

⁹ Under Fed. R. Civ. P. 19(b), there are four inquiries concerning whether a party is indispensable: first, to what
 extent a judgment rendered in the person's absence might be prejudicial to him or those already parties; second,
 the extent to which, by protective provisions in the judgment, by the shaping of relief, or other measures, the
 prejudice can be lessened or avoided; third, whether a judgment rendered in the person's absence will be
 adequate; fourth, whether the plaintiff will have an adequate remedy if the action is dismissed for nonjoinder.

1 landowner's property. *Wash. State Dep't of Corr. v. City of Kennewick*, 86 Wn. App. 521,
2 530-31, 937 P.2d 1119 (1997).

3 2. There was no Obligation for Russ' Shellfish to Give Section 6.3 Notices for
4 Cultivated Beds.

5 a. *The Tribe is Only Entitled to 50% Share of Naturally-Occurring*
6 *Shellfish*

7 Before turning to the disputed obligation of Russ' Shellfish to provide
8 Section 6.3 Notices to the Tribe, it is important to consider exactly what rights the Tribe has
9 with respect to the beds at issue here. As set forth in the Shellfish Pamphlet published by the
10 Northwest Indian Fisheries Commission (hereinafter "Pamphlet")¹⁰:

11 In the 1850s, Indian tribes entered treaties with the United
12 States that ceded virtually all of the lands of Western
13 Washington to the United States, but reserved the right to take
14 shellfish at all usual and accustomed grounds and stations,
15 except from beds staked or cultivated by citizens. The federal
16 courts have interpreted the treaties to guarantee the tribes up to
17 a 50% share of the naturally-occurring shellfish on public and
18 private tidelands, except on tidelands subject to shellfish
19 cultivation that do not contain a natural bed of shellfish at the
20 time cultivation begins. *United States v. Washington*, 157 F.3d
21 630 (9th Cir. 1998). ***So, tribes may harvest wild shellfish from***
22 ***all non-cultivated shellfish beds, but not from cultivated beds***
23 ***where there is no natural bed.*** The tribes are also not entitled to
24 a share of the increased production of shellfish arising from
25 cultivation. The specific rules governing the tribes'
26 implementation of their treaty rights, including surveys and
harvests on private tidelands, are located in the Revised
Shellfish Implementation Plan, the Consent Decree and
Settlement Agreement for Geoduck, and Consent Decree and
Settlement Agreement for Manila Clams, Native Littleneck
Clams, and Pacific Oysters.

Reynolds Decl, Ex. D (emphasis added). Without evidence that wild shellfish and natural
beds existed in the subject tidelands, the Tribe has no right to any of the cultivated shellfish.

¹⁰<http://nwifc.org/w/wp-content/uploads/downloads/2011/08/shellfish-pamphlet.pdf>

1 **b. *Treaty of Point Elliott***

2 The Tribe appears to forget that the relevant Treaty and Shellfish Implementation Plan
3 protects itself and Mr. Norris. In other words, neither party in this litigation has rights which
4 trump the other. The Stevens Treaties (1855-56), which were entered into between Tribes and
5 non-Indian citizens of Washington State, and interpreted in the landmark decision, *U.S. v.*
6 *Washington*, 384 F. Supp. 312 (W.D. Wash. 1974) (*Boldt I*), *aff'd sub nom Washington v.*
7 *Washington State Commercial Passenger Fishing Vessel Ass'n*, 433 U.S. 658, 684-85 (1979)
8 (“Nontreaty fishermen may not rely on property law concepts, devices such as the fish wheel,
9 license fees, or general regulations to deprive the Indians of a fair share of the relevant runs of
10 anadromous fish in the case area. **Nor may treaty fishermen rely on their exclusive right**
11 **of access to the reservations to destroy the rights of other “citizens of the Territory.”**

12 Both sides have a right, secured by treaty, to take a fair share of the available fish. That, we
13 think, is what the parties to the treaty intended when they secured to the Indians the right of
14 taking fish in common with other citizens”) (emphasis added).
15

16 **c. *The Beds are Not Natural and No New Artificial Beds Were Created.***

17 Notice under Section 6.3 of the Revised Shellfish Implementation Plan applies only
18 where a Grower plans to enhance an existing natural bed or create a new artificial bed. This
19 provision states, in relevant part:
20

21 Nothing in this Plan shall be construed to limit a Grower’s
22 ability to enhance an existing natural bed or create a new
23 artificial bed. If a Grower plans to enhance an existing natural
24 bed or create a new artificial bed, the Grower shall give written
25 notice to the affected Tribe(s) of his or her intention. The notice
26 shall be provided at least sixty days prior to the proposed
enhancement or creation of the bed and shall include the
following: the location and species of the proposed bed and a
summary of information known to the Grower regarding the

1 history of harvest and enhancement of any species of shellfish
2 listed in Exhibit A on the property. In addition, the notice shall
3 explain the basis for the Grower's determination that the
4 sustainable yield of shellfish is below the natural bed threshold
in Exhibit A or if it is above the threshold, what the sustainable
harvest yield is.

5 SIP, Section 6.3 (p. 12)

6 The purpose of this notification requirement, is described in the Pamphlet at page 4:

7 This notification process and any pre-cultivation surveys assist
8 you and the tribes in the sharing of harvestable shellfish.
9 Without a pre-cultivation survey, it will be hard for you to
10 distinguish between the natural productivity, which may be
subject to treaty harvest, and the enhanced productivity from
farming, which is not subject to treaty harvest.

11 (Reynolds Decl. Ex D). In other words, the Section 6.3 notification process is for the purpose
12 of determining whether and the extent to which natural beds are present. Under the facts of
13 this case, there was no obligation for Russ' Shellfish to provide Section 6.3 Notice to the
14 Tribe.

15 None of the business's activities on the subject beaches may be considered to
16 "enhance an existing natural bed" or "create a new artificial shellfish bed." The evidence
17 shows that they are not natural beds and, thus could not be "enhanced," nor are they newly
18 created beds, because they have been harvested for many years. *See, e.g.*, WAC 220-88D-040
19 and -050 (distinguishing wild shellfish from cultivated/farmed shellfish). As set forth in
20 detail in Mr. Norris's declaration, the McNeal, Passmore and Beck tidelands were farmed
21 before Russ' Shellfish executed leases. Norris Decl., ¶ 12. Upon inspection at the time of
22 signing the leases, Mr. Norris saw that each of these beaches were devoid of shellfish. Norris
23 Decl. ¶ 7. Based on what he saw and what he learned in talking with the owners, it was his
24 belief that the beaches had been farmed in the past.

1 As a matter of law, Russ' Shellfish was not obligated to provide Section 6.3 Notice to
 2 the Tribe.¹¹ Even if it was, however, there is no showing that such failure resulted in any loss
 3 of treaty harvest rights to naturally-occurring shellfish. The law is clear that the Tribe has no
 4 rights to cultivated shellfish stock. The Tribe's calculations and comparisons are meaningless
 5 without supporting evidence of the actual amount of natural beds/wild stock present on the
 6 beaches in question. At a minimum, there are genuine issues of material fact that must be
 7 considered by the fact-finder at trial and, thus, preclude summary judgment.
 8

9 *d. The Tribe Has a Right Every Three Years to Survey Private Tidelands*
 10 *Under Section 7*

11 The Tribe alleges that it only found out about the commercial harvesting of the three
 12 Sunset Beach tidelands when it sent Section 7 notices to the property owners requesting the
 13 right to survey the properties under the Revised Shellfish Implementation Plan. *See*
 14 Section 7.1.1 (providing right to Tribe every three years to survey private tidelands). It also
 15 has the right to conduct an on-site population estimate as often as once per year.
 16 Section 7.1.2. It is indisputable that the Tribe failed to exercise either of these rights for the
 17 period of time beginning in at least 2008 until 2013 for the McNeal, Passmore and Beck
 18 tidelands. Taking the claim of "no knowledge" with a big gain of salt, had the Tribe done so,
 19 it would have discovered the tidelands were in commercial operation, as they had been for
 20 many years. The long-standing lack of interest in these beds from the Tribe's standpoint may
 21 be construed as evidence it knew that the areas lacked any natural beds/stock. Why would it
 22
 23

24 ¹¹ Even if Section 6.3 was applicable, which it is not, nothing in the Revised Shellfish Implementation Plan
 25 includes any "duty" on a Grower to: (1) allow the Tribe the opportunity to recoup alleged Treaty shares before
 26 cancelling its lease(s); (2) provide Tribe information re: timing, location or amount of the Grower's harvests; or
 (3) respond to Tribe requests concerning harvesting activities. Section 6.3 is aimed directly at the question of
 whether or not a natural bed exists but provides no remedy for a violation of its procedural terms. The Tribe has
 no further rights and its complaints on these issues cannot form a basis for relief.

1 desire to spend its own resources to survey tidelands from which it would be unable to
2 harvest? *See* Section 7.1.1 (Tribe bears cost of survey); Section 7.1.8 (Tribe required to
3 survey before any tribal harvest).

4 *e. There is No Material Breach of the Harvest Agreements.*

5 A review of each of the harvest documents in light of the circumstances of this case,
6 shows that any actions/inactions of Russ' Shellfish did not interfere with the Tribe's treaty
7 fishing rights, nor otherwise constitute a breach of contract, although that cause of action is
8 not before the Court.

9
10 First, the Durand and other harvest plans specifically state that they only bind Russ'
11 Shellfish "until such time at which Russ' Shellfish is no longer the leaseholder," or until
12 Russ' Shellfish or the Tribe desires to withdraw from the harvest plan. This means that any
13 duties or obligations of the business have ceased now that the leases are canceled. Russ'
14 Shellfish is no longer the leaseholder. There is no obligation to continue leasing the tidelands
15 for the Tribe to "make up" allegedly lost harvest, or to notify the Tribe in advance of lease
16 cancellation. The business can cancel whenever it desires, as can the Tribe. There is no
17 "term" of the harvest plan.

18
19 Second, both the harvest plans and the SIP contain various requirements on Russ'
20 Shellfish (and other Growers) and the Tribes. Section 6.1 of the SIP requires Tribes to give
21 Growers notice of its intent to harvest, as well as inspection notices. Thus, it is up to the
22 Tribes to initiate the harvest process, not the other way around.

23
24 Russ' Shellfish did not do anything to prevent the Tribe from exercising its rights
25 under the harvest plans or the SIP. The onus is on the Tribe to initiate the harvest requests and
26

1 inspection process. The private shellfish Grower has no obligation other than to appropriately
2 accommodate the requests of the Tribe.

3 **C. There is No Basis to Grant the Tribe Prospective Relief via an Injunction**

4 A party is entitled to a preliminary injunction only after clearly demonstrating: (1) a
5 likelihood of success on the merits and the possibility of irreparable injury or (2) sufficiently
6 serious questions going to the merits to make them a fair ground for litigation and a balance of
7 hardships tipping decidedly in favor of the party seeking relief. *Sierra Club v. Marsh*, 816
8 F.2d 1376, 1382 (9th Cir. 1987). The movant also must show that he has no adequate remedy
9 at law to redress a significant threat of immediate, irreparable injury. *E.g., American Passage*
10 *Media Corp. v. Cass Communications, Inc.*, 750 F.2d 1470, 1473 (9th Cir.1985); *see also*
11 *Cool Fuel, Inc. v. Connett*, 685 F.2d 309, 313-14 (9th Cir.1982). The public interest is the
12 final important consideration in the exercise of equitable discretion. *See Amoco Production*
13 *Co. v. Village of Gambell, Alaska*, 480 U.S. 531, 545 (1987).

14
15
16 The Tribe cannot establish that it lacks any adequate remedy of law. For the alleged
17 violation of the contracts, it can initiate a lawsuit for breach. As to interpretations of the SIP,
18 Section 6 states:

19 Any disagreements remaining after six months regarding the
20 species, geographic regions, time intervals, what constitutes a
21 sustainable commercial harvest, or the natural bed threshold for
22 any particular species, region and time interval, shall be
23 resolved by the dispute resolution procedure of § 9, except that
24 the parties will be permitted a full opportunity to engage in all
25 discovery permitted by the Federal Rules of Civil Procedure as
26 well as to present expert testimony.

Section 9 applies to the Section 6.3 Notice requirements. Section 6.3 also states that
“the Grower may proceed with his or her plans at the risk that the dispute resolution could

1 hold that the proposed area contains a natural bed that will require the development of a
2 harvest plan with the affected Tribe(s).”

3 Notwithstanding the established dispute resolution in the SIP, the Tribe is not entitled
4 to injunctive relief because it lacks a likelihood of success on the merits: (1) there is no
5 Section 6.3 notification requirement concerning aquaculture on non-natural beds or existing
6 artificial shellfish beds; and (2) the evidence shows that Russ’ Shellfish complied with the
7 terms of the harvest plans with one minor exception which it is willing to resolve for which
8 the Tribe has not filed any claim.
9

10 Simply, the Tribe cannot “get there from here” by alleging failure to comply with the
11 SIP or harvest plans in order to assert non-existent rights to cultivated shellfish on beds that
12 have not supported natural stock for many years. The Tribe has no rights to cultivated stock,
13 which comprised the entirety of the shellfish existing in beds previously leased by Russ’
14 Shellfish. Considering the public interest - which goes both ways with respect to treaty rights
15 of Tribes and treaty fishermen – issuance of an injunction to prohibit future activities of Russ’
16 Shellfish on U&A tidelands would constitute a chilling effect. Non-Indian treaty fishermen
17 should not be prohibited from exercising their rights to enter into leases with private property
18 owners and engage in commercial aquaculture, subject to the terms of the SIP and any
19 applicable harvest plans with any Tribe.
20

21 Because of the lack of actual “violations,” the Tribe cannot establish a danger of
22 “recurring violations,” to support issuance of injunctive relief. *See, e.g., SEC v. Murphy*, 626
23 F.2d 633, 655 (9th Cir.1980). While an inference may arise from past violations that future
24 violations are likely to occur, *SEC v. Koracorp Industries, Inc.*, 575 F.2d 692, 698 (9th Cir.),
25 *cert. denied*, 439 U.S. 953 (1978), the evidence does not support any determination of Section
26

1 6.3 violations, nor any “pattern of behavior” concerning harvest plan violations to support
2 issuance of the Tribe’s requested injunction. More fundamentally, the SIP does not provide
3 any explicit remedy for a Section 6.3 “violation.” Under the circumstances, the correct
4 approach is for the court at most to declare the law and affirm no other remedy.

5 **D. Genuine Issues of Material Fact Preclude Summary Judgment.**

6 As discussed above, the question of a violation of Section 6.3 of the SIP turns on
7 whether or not the Grower enhanced an existing natural bed or created a new artificial bed.
8 The Court cannot enter summary judgment on this issue because the parties dispute the key
9 facts that establish the foundation of such a legal determination: (1) whether there were
10 naturally occurring shellfish; (2) whether the beds seeded by Russ’ Shellfish were “natural”;
11 and (3) whether the activities of Russ’ Shellfish on the subject tidelands constituted
12 enhancement of natural beds or creation of new artificial beds. *See Anderson v. Liberty*
13 *Lobby, Inc., supra*, 477 U.S. at 248 (ruling that a material fact is one that could affect the
14 outcome of the case under the substantive law). All facts and reasonable inferences drawn
15 therefrom must be viewed in favor of Russ’ Shellfish as the nonmoving party in this action.
16 *Tzung*, 873 F.2d at 1339-40. In this case, the Tribe’s motion fails as a matter of law, but it
17 also fails because there are numerous disputed issues of material fact.

18 Turning to the Tribe’s allegations concerning harvest plan violations, these too, cannot
19 be resolved as a matter of law on summary judgment to the extent that is required to support
20 equitable claims. Russ’ Shellfish disputes assertions regarding: (1) baseline Manila clam
21 populations; (2) why the Tribe’s harvests allegedly fell short; and (3) the amount of shellfish
22 the Tribe claims to have “lost” based on its calculations and comparisons to other tidelands
23 with unique characteristics that cannot be presumed to be representative of the tidelands at
24
25
26

1 issue here. None of these allegations can be accepted at “face value” by the Court without a
2 full and fair opportunity for these genuine issues of material fact to be litigated in open court.

3 **E. Mr. Norris Cannot be Held Personally Liable For Activities of Now Dissolved**
4 **Corporations In Which he Had An Ownership Interest.**

5 Limited liability is the general rule in American corporation law; the corporate entity
6 may be disregarded only where the corporation is merely the “alter ego” of an individual.

7 *E.g., United States v. Bestfoods*, 524 U.S. 51, 61 (1998). Under both state and federal
8 common law, abuse of the corporate form will allow courts to employ the tool of equity
9 known as veil-piercing.” 18 Francis C. Amendola *et al.*, C.J.S. Corporations § 14 (2010).¹²

10 Under state law, the doctrine of “veil piercing,” or “corporate disregard” allows the
11 court to disregard a corporate entity and assess liability against individual shareholders when:

12 (1) they have used the corporation to intentionally violate or evade a duty owed to another,
13 and (2) the shareholder’s conduct resulted in a unjustified loss to a creditor. *Morgan v. Burks*,
14 93 Wn.2d 580, 585, 611 P.2d 751 (1980). First, the court must find an abuse of the corporate
15 form, which typically involves fraud, misrepresentation, or some form of manipulation of the
16 corporate form to the stockholder’s benefit and the creditor’s detriment. *Meisel v. M & N*
17 *Modern Hydraulic Press Co.*, 97 Wn.2d 403, 410, 645 P.2d 689 (1982) (quoting *Truckweld*
18 *Equip. Co. v. Olson*. 26 Wn.App. 638, 645, 618 P.2d 1017(1980)). Second , the wrongful
19 corporate activities must harm the party seeking relief so that disregard is necessary. *Meisel*,
20
21
22

23 ¹² The “alter ego doctrine” allows the disregarding of a corporate entity and imposing personal liability on
24 shareholders for corporate obligations when the individual and corporate personalities are essentially one and
25 observing the corporate form would promote injustice or inequity. *E.g., Towe Antique Ford Foundation v. I.R.S.*,
26 999 F.2d 1387, 1391 (9th Cir. 1993). Factors that are considered include the failure to observe corporate
formalities, the undercapitalization of a one-man corporation, nonpayment of dividends, siphoning of corporate
funds by a dominate shareholder, non-functioning of officers and directors, lack of corporate records, use of the
corporation as a facade for operations by the dominate shareholder, and the use of the corporate entity to
promote injustice or fraud. *See Id.*

1 97 Wn.2d at 410. Piercing the corporate veil is an equitable remedy that should only be used
2 in “exceptional circumstances.” *Truckweld*, 26 Wn.App. at 643.

3 Courts look for evidence of some form of fraud and a commingling of personal and
4 corporate assets – *e.g.*, where a defendant has conducted his private and corporate business on
5 an interchangeable or joint basis as if they were one. *See A Local 343 of the United Ass’n of*
6 *Journeyman v. Nor-Cal Plumbing, Inc.*, 48 F.3d 1465 (9th Cir.), *cert. denied*, 516 U.S. 912
7 (1995). So called “garden-variety fraud” is, by itself, insufficient to pierce the corporate veil.
8 *See Id.* at 1476. Rather, a plaintiff must show that he individual misused the corporate form
9 to perpetrate a fraudulent scheme and/or to evade legal obligations. *See, Id.; NLRB v. O’Neill*,
10 965 F.2d 1522, 1531 (9th Cir.1992) (where individual created corporation with intent to avoid
11 collective bargaining obligations, fraud factor of veil-piercing test was satisfied).

12
13
14 The Tribe cannot, as a matter of fact or law, establish in any way that Mr. Norris is the
15 real person in interest when it comes to the business operations of a now dissolved entity, Great
16 Northwest Oyster LLC. That Mr. Norris has authority as an operator to exercise control over
17 activities on a harvest site is irrelevant without further proof of an equitable basis to apply the
18 “alter ego doctrine,” such as fraud. There is no evidence on which to determine that Great
19 Northwest Oyster LLC is an entity that has been disregarded by Mr. Norris such that there is a
20 “unity of ownership and interest that the separateness of the corporation has ceased to exist.”
21 *See McCombs Constr., Inc. v. Barnes*, 32 Wn.App. 70, 76, 645 P.2d 1131 (1982) (veil
22 piercing warranted when the evidence established that the principal owner of a corporation
23 “commingled his personal affairs with those of the corporation such as to warrant imposition
24 of personal liability.
25
26

1 As set forth in Mr. Norris's declaration, ¶ 22, he has made no decisions with respect to
2 the subject tidelands independent of his position as a member of the LLC relating to
3 compliance with the Shellfish Implementation Plan and/or the subject tribal harvest plans. He
4 has consistently honored the corporate structure and has not engaged in any commingling of
5 personal and corporate assets, as confirmed by his former partner Troy Morris.
6

7 **V. CONCLUSION**

8 For all the foregoing reasons, the Tribe's motion for summary judgment should be
9 denied.

10 DATED this 26th day of November, 2014.

11 By: /s/ Dennis D. Reynolds
12 Dennis D. Reynolds, WSBA #04762
13 DENNIS D. REYNOLDS LAW OFFICE
14 200 Winslow Way West, Suite 380
15 Bainbridge Island, WA 98110
16 Telephone: (206) 780-6777
17 Fax: (206) 780-6865
18 Email: dennis@ddrlaw.com
19 *Attorneys for Russ Norris, dba Russ' Shellfish*
20
21
22
23
24
25
26

CERTIFICATE OF SERVICE

I hereby certify that on November 26, 2014, I electronically filed the foregoing **Response of Russell E. Norris d/b/a Russ' Shellfish in Opposition to Squaxin Island Tribe's Motion for Summary Judgment** with the Clerk of The Court using the CM/ECF system which will send notice of the filing to all parties required to be served in this subproceeding who are registered in the CM/ECF system.

Kevin R. Lyon, WSBA #15076 Sharon I. Haensly, WSBA #18158 Squaxin Island Tribe Legal Department 3711 SE Old Olympic Hwy Shelton, WA 98584 (360) 432-1771, tel / (206) 628-6784, tel (360) 432-3699, fax klyon@Squaxin.us ; shaensly@squaxin.us <i>Attorneys For Squaxin Island Tribe (Plaintiff)</i>	<input type="checkbox"/> <i>Legal Messenger</i> <input type="checkbox"/> <i>Hand Delivered</i> <input type="checkbox"/> <i>Facsimile</i> <input type="checkbox"/> <i>First Class Mail</i> <input type="checkbox"/> <i>Express Mail, Next Day</i> <input type="checkbox"/> <i>Email</i> <input checked="" type="checkbox"/> <i>CM ECF System</i>
James Miller Jannetta, WSBA#36525 Emily Rae Haley, WSBA #38284 Office of the Tribal Attorney (Swinomish) Swinomish Indian Tribal Community 11404 Moorage Way La Conner, WA 98257 (360) 466-3163, tel / (360) 466-5309, fax jjannetta@swinomish.nsn.us ; ehaley@swinomish.nsn.us <i>Attorneys for Swinomish Indian Tribal Community (Intervenor Plaintiff)</i>	<input type="checkbox"/> <i>Legal Messenger</i> <input type="checkbox"/> <i>Hand Delivered</i> <input type="checkbox"/> <i>Facsimile</i> <input type="checkbox"/> <i>First Class Mail</i> <input type="checkbox"/> <i>Express Mail, Next Day</i> <input type="checkbox"/> <i>Email</i> <input checked="" type="checkbox"/> <i>CM ECF System</i>
Mason D Morisset, WSBA#273 Morisset Schlosser Jozwiak & Somerville 801 Second Avenue, Suite 1115 Seattle, WA 98104-1509 (206) 386-5200, tel / (206) 386-7322, fax m.morisset@msaj.com , email <i>Attorneys for Tulalip Tribes of Washington (Interested Party)</i>	<input type="checkbox"/> <i>Legal Messenger</i> <input type="checkbox"/> <i>Hand Delivered</i> <input type="checkbox"/> <i>Facsimile</i> <input type="checkbox"/> <i>First Class Mail</i> <input type="checkbox"/> <i>Express Mail, Next Day</i> <input type="checkbox"/> <i>Email</i> <input checked="" type="checkbox"/> <i>CM ECF System</i>
Joseph V. Panesko, AAG, WSBA #25289 Michael S. Grossman, WSBA #15293 Attorney General of Washington 1125 Washington Street SE / P.O. Box 41000 Olympia, WA 98504-0100 (360) 586-3276, tel / (360) 586-0643, fax Joep@atg.wa.gov ; MikeG1@atg.wa.gov <i>Attorney for the State of Washington (Interested Party)</i>	<input type="checkbox"/> <i>Legal Messenger</i> <input type="checkbox"/> <i>Hand Delivered</i> <input type="checkbox"/> <i>Facsimile</i> <input type="checkbox"/> <i>First Class Mail</i> <input type="checkbox"/> <i>Express Mail, Next Day</i> <input type="checkbox"/> <i>Email</i> <input checked="" type="checkbox"/> <i>CM ECF System</i>

By: /s/ Dennis D. Reynolds

Dennis D. Reynolds, WSBA #04762

DENNIS D. REYNOLDS LAW OFFICE

Attorneys for Russ Norris, dba Russ' Shellfish

NORRIS RESPONSE IN OPPOSITION TO TRIBE'S
 MOTION FOR SUMMARY JUDGMENT - 25 of 25

(Case No. C70-9213, Subproceeding No. 89-00309)

[90257-1]

DENNIS D. REYNOLDS LAW OFFICE
 200 Winslow Way West, Suite 380
 Bainbridge Island, WA 98110
 (206) 780-6777
 (206) 780-6865 (Facsimile)