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The Honorable Thomas O. Rice

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON  
AT SPOKANE

ALAN and CONNIE HILL,  
individually and as the marital  
community thereof,

Plaintiffs,

v.

FARMERS PROPERTY AND  
CASUALTY INSURANCE  
COMPANY, an inter-insurance  
exchange owned by their policyholders  
and organized under the laws of the  
State of California and a wholly owned  
subsidiary of Farmers Group, Inc.,

Defendant.

Case No.: 2:25-cv-00048-TOR

PLAINTIFFS' MOTION FOR  
SUMMARY JUDGMENT

Without Oral Argument  
February 2, 2026  
6:30pm

**I. INTRODUCTION**

Plaintiffs Hill, through their counsel of record Ryan M. Best of Best Law

PLLC, respectfully move for summary judgment to find coverage by Farmers

PLAINTIFFS' MOTION FOR SUMMARY  
JUDGMENT - 1

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1 Property and Casualty Insurance Company (“Farmers”) in this matter and for  
2 dismissal under FRCP 56 as to Defendant’s first, second, third, and fourth defenses.

3  
4 Temperatures in Spokane during January of 2024 reached negative ten  
5 degrees Fahrenheit (SOF 28). Farmers denied Plaintiffs’ claim for failure to  
6 maintain “reasonable heat” in the duplex, but reasonable efforts were made to  
7 maintain heat (SOF 2-4). Farmers wants to rewrite the policy post-claim to place  
8 strict liability on the Plaintiffs for all pipe breaks despite reasonable efforts. This  
9 does not conform to the policy, which states:  
10

11 “This exclusion does not apply if you have used  
12 reasonable care to maintain heat in the building...”

13 Thomas V. Harris in Washington Insurance Law writes in Section 6.10 that  
14 exclusions in Washington state are read narrowly against the drafter per the  
15 following footnoted case law: *Lynott v. National Union Fire Ins. Co.*, 123 Wn.2d  
16 678,682, 691, 871 P. 2d 146 (1994); *Grange Inc. Co. v. Brousseau*, 113 Wn.2d 91,  
17 97, 776 P.2d 123 (1989); *Eurick v. Pemco Ins. Co.*, 108 Wn.2d 338, 340, 738 P.2d  
18 251 (1987); *S.L. Rowland Constr. Co. v. St Paul Fire & Marine Ins. Co.*, 72 Wn.2d  
19 682, 688, 434, P. 2d 725 (1967); *Stuart v. American States Ins. Co.*, 134 Wn.2d  
20 814, 819, 953 P.2d 462 (1998); *Mid-Century Ins. Co. v Henault*, 128 Wn.2d 207,  
21 213, 905 P.2d 379 (1995) (the courts will strictly construe exclusionary clauses  
22  
23  
24

1 against the insurer); and *Campbell v. Ticor Title Ins. Co.*, 166 Wn.2d 466, 209 P.3d  
2 859 (2009) (“We strictly and narrowly construe insurance policy exclusions.”).  
3 Farmers has the burden of proof to establish the applicability of their exclusion.  
4 This they cannot do given the facts presented here regarding the heating of the  
5 duplexes.  
6

7         Additionally, Farmers’ defenses of comparative fault and failure to mitigate  
8 damages cannot be legally or factually supported and should be dismissed.  
9

## 10                                   **II. STATEMENT OF FACTS**

11         As required by LR 56.1(a), Plaintiffs Hill have filed a separate Statement of  
12 Facts (“SOF”) in support of their Motion for Summary Judgment.  
13

## 14                                   **III. SUMMARY JUDGMENT STANDARD**

15         Summary judgment is appropriate when “there is no genuine dispute as to  
16 any material fact and the movant is entitled to judgment as a matter of law.”<sup>1</sup> A  
17 “material fact” is a fact upon which the outcome of the litigation depends, in whole  
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24 <sup>1</sup> Fed.R.CIV.P. 56(a).  
25 PLAINTIFFS’ MOTION FOR SUMMARY  
JUDGMENT - 3

1 or in part.<sup>2</sup> When reasonable minds could reach but one conclusion, questions of  
2 fact may be determined as a matter of law.<sup>3</sup>

3  
4 A party moving for summary judgment has the initial responsibility of  
5 informing the court of the basis for its motion and identifying those portions of the  
6 pleadings and materials in the record, if any, which it believes demonstrate the  
7 absence of a genuine issue of material fact.<sup>4</sup> Once the moving party carries its  
8 burden, the burden shifts to the nonmovant to go beyond the pleadings and provide  
9 specific facts showing the existence of a genuine issue for trial.<sup>5</sup> When a moving  
10 party has carried its burden and the record could not lead a rational trier of fact to  
11 find for the nonmoving party, there is no “genuine issue for trial” and the moving  
12 party is entitled to judgment as a matter of law.<sup>6</sup>  
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19 <sup>2</sup> See *Mutual Fund Investors v. The Putnam Mgmt. Co.*, 553 F.2d 620, 624 (9th  
20 Cir. 1977).

21 <sup>3</sup> *One Indus., LLC v. Jim O'Neal Distrib.*, 578 F.3d 1154, 1160 (9th Cir.2009)  
22 (citation omitted).

23 <sup>4</sup> *Celotex Corp. v. Catrett*, 477 U.S. 317, 16, 323, 106 S. Ct. 2548 (1986); Fed. R.  
24 Civ. P. 56 (a), (c).

25 <sup>5</sup> *Celotex Corp.*, 477 U.S. at 324; Fed.R.Civ.P. 56 (c), (e).

<sup>6</sup> *Celotex Corp.*, 477 U.S. at 322-323.

1 To survive summary judgment, a defendant “must set forth specific facts  
2 showing that there is a genuine issue for trial concerning [the] element of his case.”<sup>7</sup>  
3  
4 “A trial court can only consider admissible evidence in ruling on a motion for  
5 summary judgment.”<sup>8</sup> The Defendant “must do more than simply show that there is  
6 some metaphysical doubt as to the material facts.”<sup>9</sup>

7 **IV. LEGAL AUTHORITY: EXCLUSIONS ARE TO BE READ**  
8 **NARROWLY**

9  
10 Thomas V. Harris in Washington Insurance Law states at Section 6:10:

11 “Although it is entitled to neutral treatment, an insurer should  
12 not expect an exclusion to be enforced unless its terms are clear and  
13 unambiguous.<sup>10</sup> The Court held in *George v. Farmers Ins. Co.*<sup>11</sup> that  
14 ‘exclusionary causes are narrowly construed for the purpose of  
15 providing maximum coverage for the insured.’<sup>12</sup> In fact, the insurer  
16 has the burden<sup>13</sup> of drafting its exclusions in ‘clear and unequivocal’

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16 <sup>7</sup> *Whitman v. Mineta*, 107 Fed. Appx. 28, 29 (9th Cir. 2004); *Henderson v. City of Simi Valley*, 305 F.3d 1052, 1056 (9th Cir.2002) (quoting Fed.R.Civ.P. 56(e) (internal quotes omitted)).

17  
18 <sup>8</sup> *Orr v. Bank of Am., NT & SA*, 285 F.3d 764, 773 (9th Cir. 2002) (citing Fed.R.Civ.P. 56(e); *Beyene v. Coleman Sec. Servs., Inc.*, 854 F.2d 1179, 1181 (9th Cir.1988)).

19  
20 <sup>9</sup> *Orr v. Bank of Am., NT & SA*, 285 F.3d 764, 783 (9th Cir. 2002) (quoting *Matsushita Elec. Indus. Co.*, 475 U.S. at 586, 106 S.Ct. 1348 (antitrust case)).

21 <sup>10</sup> *Blackburn v. Safeco Ins. Co.*, 115 Wn.2d 82, 92, 794 P.2d 1259 (1990); *Britton v. Safeco Ins. Co. of Am.*, 104 Wn. 2d 518, 528, 707 P.2d 125 (1985).

22 <sup>11</sup> *George v. Farmers Ins. Co.*, 106 Wn. App. 430, 23 P. 3d 552 (2001).

23 <sup>12</sup> *Id.*

24 <sup>13</sup> When an exclusion raises a question of factual interpretation, an insurer has the burden of proof on issues relating to those facts. An exclusion is asserted as a

1 terms.<sup>14</sup> The courts have generally stated that undefined exclusionary  
 2 terms will be given their ‘plain, ordinary, and popular’<sup>15</sup> meaning.  
 3 However, as the holding in *Lynott v. National Union Fire Ins. Co.*<sup>16</sup>  
 4 demonstrated that failure to define clear exclusionary terms may  
 5 render an exclusion inoperative.<sup>17</sup>

6 “The Washington courts have also held that insurers cannot  
 7 avoid the consequences if their ‘own definition fails to address a  
 8 proposition adequately.’<sup>18</sup> Theoretically, an insurer can request the  
 9 court to consider extrinsic evidence to resolve the ambiguity in an  
 10 exclusionary clause in the insurer’s favor.<sup>19</sup> Nevertheless, it would be  
 11 an extremely rare case in which extrinsic circumstances will save an

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12 matter of avoidance. *See* Wash. R. Civ. P. 8(c) The party raising has such a  
 13 defense has the burden of proving the required factual element by a preponderance  
 14 of the evidence. *See Public Employees Mut. Ins. Co. v. Rash*, 48 Wn. App. 701,  
 15 703, 740 P.2d 370 (1987) (once prima facie coverage has been established, the  
 16 burden is upon an insurer to prove that a limiting provision excludes the loss);  
 17 *Bosko v. Pitts & Still, Inc.*, 75 Wn.2d 856, 861, 454 P.2d 229 (1969) (to rebut a  
 18 prima facie case of coverage, an insurer must prove that the event was not within  
 19 the coverage of the policy).

20 <sup>14</sup> *American Star Ins. Co. v. Grice*, 121 Wn.2d 869, 875, 854, P.2d 622 (1993);  
 21 *Lynott v. National Union Fire Ins. Co.*, 123 Wn.2d 678, 691, 694, 871 P.2d 146  
 22 (1994); *McDonald Indus., Inc., v. Rollins Leasing Corp.*, 95 Wn.2d 909, 914-15,  
 23 631 P.2d 947 (1981); *Stuart v. American States Ins. Co.*, 134 Wn.2d 814, 818-19,  
 24 953 P.2d 462 (1998) (exclusions are contrary to the fundamental protective  
 25 purpose of insurance and will not be extended beyond their clear and unequivocal  
 meaning).

<sup>15</sup> *Lynott v. National Union Fire Ins. Co.*, 123 Wn.2d 678, 691, 871 P.2d 146  
 (1994).

<sup>16</sup> *Id.* at 871.

<sup>17</sup> *Id.* at 682, 694, 871; *McDonald v. State Farm Fire and Cas. Ins. Co.*, 119  
 Wn.2d 724, 733, 837, P.2d 1000 (1992).

<sup>18</sup> *Getz v. Progressive Specialty Ins. Co.*, 106 Wn. App. 184, 190, 22 P.3d 835  
 (2001).

<sup>19</sup> *Berg v. Hudesman*, 115 Wn.2d 657, 667, 801 P.2d 222 (1990). The court  
 implicitly recognized that either an insurer or its insured would be entitled to such  
 a review.

1 exclusionary clause that is ‘dulled by ambiguity.’<sup>20</sup> In *Boeing Co. v.*  
2 *Aetna Ca. & Sur. Co.*,<sup>21</sup> the court was quite specific about what it  
3 expected: ‘...The industry knows how to protect itself and it knows  
4 how to write exclusions and conditions...’<sup>22</sup>

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5 <sup>20</sup> The quoted language appears in several Washington decisions. *See Phil*  
6 *Schroeder, Inc., v Royal Globe Ins. Co.*, 99 Wn.2d 65, 69, 659 P.2d 509 (1983),  
7 *modified on other grounds*, 101 Wn.2d 830, 683 P.2d 186 (1984); *Safeco Ins. Co.*  
8 *of Am. V Davis*, 44 Wn. App. 161, 167, 721 P.2d 550 (1986); *McVey v.*  
9 *Nationwide Mut. Ins. Co.*, 58 Wn. App. 288, 291, 792 P.2d 1272 (1990).

10 <sup>21</sup> *Boeing Co. v. Aetna Cas. & Sur. Co.*, 113 Wn.2d 869, 784 P.2d 507 (1990).

11 <sup>22</sup> *Id.* at 887. *See also Weyerhaeuser co. v. Aetna Cas. & Sur. Co.*, 123 Wn.2d 891,  
12 913, 874 P.2d 142 (1994) (if the insurer had intended to limit coverage, that  
13 requirement should have been included in the policy); *Queen City Farms, Inc. v.*  
14 *Central Nat’l Ins. Co.*, 126 Wn.2d 50, 69, 882 P.2d 703 (1994), 891 P.2d 718  
15 (1995) (in refusing to limit the coverage grant of a policy, the court noted the  
16 “ease” with which an insurer could have drafted such a limitation if it had  
17 intended such a restriction); *Lynott v. National Union Fire Ins. Co.*, 123 Wn.2d  
18 678, 694, 871 P.2d 146 (1994) (a court will necessarily consider whether  
19 alternative of more precise language “would have put the matter beyond  
20 reasonable question” (quoting John A. Appleman & Jean Appleman, *Insurance*  
21 *Law & Practice* 7403 (1976)); *Washington Puc. Util. Dists.’ Util. Sys. V. PUD 1*,  
22 112 Wn.2d 1, 13, 771 P.2d 701 (1989) (if insurers do not want to provide  
23 coverage for such claims, an exclusion can be easily written into the contract).

24 In *Public Employees Mut. Ins. Co. v. Mucklestone*, 111 Wn.2d 442, 444,  
25 758 P.2d 987 (1988), the court emphasized that it would not perform a *de facto*  
reformation to impose an exclusion the insurer “wishes it had drafted.” *See also*  
*Panorama Will. Condo. Owners Ass’n Bd. Of Dirs. v. Allstate Ins. Co.*, 144  
Wn.2d 130, 141, 26 P.3d 910 (2001) (insurers know how to protect themselves  
and if Allstate intended “hidden” to mean “unknown,” it was obligated to say so);  
*Lenzi v. Redland Ins.Co.*, 140 Wn.2d 267, 278, 996 P.2d 603 (2000) (holding for  
insured when insurer could have written clear provision requiring notice of all  
steps in third-party lawsuits involving its insured); *Kitsap Co. v. Allstate Ins. Co.*,  
136 Wn.2d 567, 585, 964 P.2d 1173 (1998) (disputed issue could easily have been  
removed from case by insurers had they chosen to do so); *American Nat’l Fire*  
*Ins. Co. v. B&L Trucking & Constr. Co., Inc.*, 134 Wn. 2d 413, 427, 430, 951 P.2d  
250 (1998) (if CGL insurer had intended to be liable on a *pro rata* basis, it should

1 “As the court indicated in *McDonald Indus., Inc., v. Rollins*  
2 *Leasing Corp.*,<sup>23</sup> the courts are not likely to assist an insurer looking  
3 beyond the language of an exclusionary clause:<sup>24</sup>

4 ‘Since the language of the agreement is ambiguous, the court  
5 must give effect to the reasonable interpretation most favorable  
6 to the insured... This is *only logical* since it was the insurer  
7 who used ambiguous language. If it was intended that a more  
8 expansive exception be imposed, the insurer could have  
9 clarified its intent... The purpose of insurance is to give  
10 protection and it can be presumed that such was the intent of  
11 both parties. Exemptions are contrary to this basic intent, and  
12 thus should not be extended beyond their clear and  
13 unequivocal meaning...’<sup>25</sup>.”

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14 have included that language in its policy); *Mid-Century Ins. Co. v. Henault*, 128  
15 Wn.2d 207, 215, 905 P.2d 379 (1995) (implied that the insurer could not complain  
16 about language which it drafted); *Diamaco, Inc. v. Aetna Cas. & Ins. Co.*, 97 Wn.  
17 App. 335, 341, 983 P.2d 707 (1999), *rev. denied*, 140 Wn.2d 1013 (2000) (has  
18 insurer intended to exclude insured’s own property from coverage, it could have  
19 easily done so by using language set forth in other insurers’ policies).

20 Once exception to the general rule is the known-risk doctrine. That defense  
21 has “the effect of an exclusion.” *ALCOA v. Aetna Cas. & Sur. Co.*, 140 Wn.2d  
22 517, 556, 998 P.2d 856 (2000). The court will allow insurers to invoke that  
23 defense even though “[o]ddly, the fortuity principle never appears in insurance  
24 contracts.” *ALCOA v. Aetna Cas. & Sur. Co.*, 140 Wn.2d 517, 566, 998 P.2d 856  
25 (2000). Washington courts allow insurers to invoke that coverage-negating  
provision as an “unnamed exclusion.” *ALCOA v. Aetna Cas. & Sur. Co.*, 140  
Wn.2d 517, 556, 998 P.2d 856 (2000).

<sup>23</sup> *McDonald Indus., Inc. v. Rollins Leasing Corp.*, 95 Wn.2d 909, 631 P.2d 947  
(1981).

<sup>24</sup> When an insurer “cannot find its [own] underwriting file,” the courts will be  
even less likely to undertake such a task. *Lynott v. National Union Fire Ins. Co.*,  
123 Wn.2d 678, 689, 871 P.2d 146 (1999).

<sup>25</sup> *McDonald Indus., Inc. v. Rollins Leasing Corp.*, 95 Wn.2d 909, 914-15, 631  
P.2d 947 (1981) (emphasis added). *See also Lynott v. National Union Fire Ins.*  
*Co.*, 123 Wn.2d 678, 694, 871 P.2d 146 (1994); *Stuart v. American Ins. Co.*, 134  
Wn.2d 814, 818-19, 953 P.2d 462 (1998).

**V. ARGUMENT**

**A. Coverage Exists as Reasonable Efforts to Heat Were Made and the Policy and Exclusion Should Be Read in Favor of the Insured**

Under the facts and law presented, coverage should be found. Plaintiffs' efforts to heat the home are detailed in the Statement of Facts. But to summarize, Plaintiffs checked on the home routinely to make sure the heat was on (SOF 2). Plaintiffs opened cabinets to allow household heat to access pipes in cold weather (SOF 3). Plaintiffs owned the duplex for ten years (SOF 4). Plaintiffs, by the steps taken as laid out in the SOFs, had avoided frozen pipes in their home for over ten years. (SOF 1-30).

The policy only requires reasonable steps to be taken to heat the home. Defendant cannot materially dispute the concrete steps taken to heat the home made by the Plaintiffs.

The term reasonable efforts to heat the home is not defined by the policy. As discussed previously, undefined and ambiguous terms in an insurance policy are read against the insurance company drafter. Farmers could have defined its term to require specific measures be taken by its insureds (SOF 6). The sheer amount of time Plaintiffs have gone without a frozen pipe in this duplex speaks to the

1 reasonableness of their efforts to heat the home (SOF 11-12). Defendants can  
2 introduce no contravening evidence on this amount of time claim free (SOF 5).

3  
4 The Court is also allowed to take judicial notice that negative ten degrees  
5 Fahrenheit is an unusual winter temperature (SOF 27-28, 31), but with that  
6 Plaintiffs took additional reasonable steps to heat their condo in extreme  
7 temperatures (SOF 2-3, 8).

8  
9 Defendant is without admissible evidence to contest or dispute the measures  
10 taken by Plaintiffs. Plaintiffs' measures to the home must be contested to dispute  
11 those material facts related efforts to heat the home. This defense should be  
12 dismissed or stricken under Fed.R.Civ.P. 56.

13  
14 **B. Negative Defenses Are Not Affirmative Defenses –  
Affirmative Defense #2**

15 The Defendant's second defense does not give the required notice under  
16 Fed.R.Civ.P. 8(c) and is not an affirmative defense, but instead a negative defense.  
17 It merely points to the Plaintiffs' alleged inability to prove their case not to  
18 affirmative basis to defeat the Plaintiffs' case. This defense should be dismissed or  
19 stricken under Fed.R.Civ.P. 56. It should be stricken as an affirmative to avoid  
20 jury confusion.  
21

22  
23 ///

1                   **C. No Evidence of Failure to Mitigate– Affirmative Defense #3**

2                   “On the question of mitigation of damages, the burden of proof is on the party  
3 asserting it.”<sup>26</sup> In Washington, to succeed in asserting a failure to mitigate defense,  
4 Defendant must show, with admissible evidence, that “there were alternative  
5 treatment options available to plaintiff and that the plaintiff acted unreasonably in  
6 deciding on treatment.”<sup>27</sup> In this matter, Defendant has the burden of demonstrating  
7 that Plaintiffs acted unreasonably. Defendant has provided no admissible evidence  
8 to demonstrate that Plaintiffs acted unreasonably. Plaintiffs quickly fixed their  
9 home and avoided loss of rent by their prompt repairs (SOF 15-20, 23-24, 30).  
10

11                   **D. Comparative Fault Not a Defense to Breach of Contract, Nor Is There**  
12                   **Evidence of Comparative Fault – Affirmative Defense #4**

13                   Farmers alleges that the Plaintiffs were comparatively at fault for each  
14 alleged cause of action. Plaintiffs have sued, in part, for breach of contract,  
15 violation of Insurance Fair Conduct Act, and violations of Consumer Protection  
16 Act.  
17  
18

19  
20  
21 <sup>26</sup> *Dampskibsaktieselskabet Den Norske Afrika og Australieline v. Intalco*  
22 *Aluminum Corp.*, 306 F. Supp. 170, 175 (W.D. Wash. 1969), aff'd sub nom.  
23 *Dampskibsaktieselskabet v. Bellingham Stevedoring Co.*, 457 F.2d 889 (9th Cir.  
24 1972).

25 <sup>27</sup> *Fox v. Evans*, 127 Wash.App. 300, 305, 111 P.3d 267, 269 (Div. I 2005) (citing  
*Hogland v. Klein*, 49 Wash.2d 216, 221, 298 P.2d 1099 (1956).

1 Comparative fault is not a defense in Washington state to a breach of  
2 contract claim per *Zhang v. Hawk Construction LLC*.<sup>28</sup> Here so long as Plaintiffs  
3 made reasonable efforts to heath the home, Plaintiffs' fault, if any, towards  
4 causing the damage is immaterial. Insurance exists in part to guard the insureds  
5 from their own mistakes. Collision insurance will cover an insured's car that runs  
6 into a tree despite that insured's poor driving. In fact, the insured is still entitled to  
7 coverage and owes only a deductible reducing the value of the car.  
8

9  
10 Because the pipes froze, here the argument can be made that more should  
11 have been done to prevent the pipes from breaking. But just because an insured  
12 event happens does not mean that reasonable measures were not taken to avoid  
13 freezing pipes. Plaintiffs could have moved out of their primary residence and  
14 lived full time in their rental duplex. This might or might not have prevented the  
15 pipes from freezing, but such conduct is not reasonable and not required under an  
16 insurance contract written for a rental duplex.  
17

18 Farmers could have integrated the concept of comparative fault into their  
19 insurance contract as a means contractually to reduce damages. However, this  
20  
21  
22  
23

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24 <sup>28</sup> *Zhang v. Hawk Const. LLC*, 172 Wn. App. 1027, RCW 4.22.015 (2012).

1 language was not integrated into the insurance contract. Instead, this policy sets a  
2 deductible as the means of reducing Plaintiffs' damages.

3  
4 The insured breached no duties under IFCA or the CPA, so there is no basis  
5 for comparative fault in this matter. IFCA creates a variety of duties upon  
6 insurers. Farmers has not alleged and cannot introduce any evidence of fault as to  
7 any duty Plaintiffs might owe to the insurer. Plaintiffs promptly paid for the  
8 damages that the insurer should have paid on the policy (SOF 17). Plaintiffs had  
9 coverage for a loss of rent, but Plaintiffs' prompt action resolved the damages  
10 prior to any rent being loss (SOF 30).

11  
12 Because comparative fault is not a defense to breach of contract and  
13 because no evidence exists of Plaintiffs Hill causing any of their tort damaged,  
14 this defense should be eliminated under Fed.R.Civ.P. 56.

## 15 16 **VI. CONCLUSION**

17 Plaintiffs Hill took reasonable steps to heat their home. Unfortunately these  
18 steps failed in negative ten degree Fahrenheit weather, but the failure to prevent  
19 this claim from occurring does not make the undisputed steps taken by the  
20 Plaintiffs unreasonable. Coverage under the Farmers policy should be determined  
21 by these facts, and summary judgment in the aforementioned affirmative defenses  
22 should be granted by the Court.  
23

1 Dated this 12<sup>th</sup> day of December 2025.

2 BEST LAW, PLLC

3  
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**CERTIFICATE OF SERVICE**

I hereby certify that on the 12<sup>th</sup> day of December 2025, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System, which in turn automatically generated a Notice of Electronic Filing (NEF) to:

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I hereby certify that I have mailed by United States Postal Service the document to the following at the address listed below:

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s/Courtney Grant  
Courtney Grant