Todd W. Wyatt, Attorney at Law
todd@carsonnoel.com
Stacy Goodman, Attorney at Law
stacy@carsonnoel.com

CARSON | NOEL PLLC

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SENT VIA MESSENGER, U.S. MAIL, AND EMAIL
(*ariensche@omwlaw.com, dwilson@redmond.gov*)

City of Redmond
Executive Office MS: 4NEX
PO Box 97010
Redmond, WA 98073

Aaron P. Riensche
Ogden Murphy Wallace
901 Fifth Ave., Suite 3500
Seattle, WA 98164-2008

Re: Foot Care Associates/Brunsman/City of Redmond – **Notice of Appeal**

Dear City of Redmond:

This letter serves as Dr. John Brunsman and Foot Care Associates' (collectively "Dr. Brunsman") Notice of Appeal of the City's August 22, 2017 letter determination of Dr. Brunman's claims for relocation benefits. The property at issue was 16146 NE Cleveland Street.

First, to be clear, Dr. Brunsman does not accept as complete or accurate the City's "Background" section of its letter. For brevity's sake, every omission or inaccuracy will not be repeated here, but Dr. Brunsman does incorporate by reference his previous papers, letters, and pleadings exchanged with the City, both for purposes of the facts of this dispute and legal arguments at issue.

Second, the entirety of the City's letter must be viewed under the lens of the purpose of the Relocation Act. The Legislature adopted RCW 8.26 *et seq.* to provide relocation assistance to "assure consistent treatment for owners affected by state and local programs." RCW 8.26.010(1)(b). The Act is intended to: "[E]stablish a uniform policy for the fair and equitable treatment of persons displaced as a direct result of public works programs of the

state and local governments in order that such persons shall not suffer disproportionate injuries as a result of programs designed for the benefit of the public as a whole and to minimize the hardship of displacement on such persons." RCW 8.26.010(1)(a) (emphasis added.). As explained previously and below, the City's positions on this matter have turned this policy on its head.

Third, as the City is aware, it already determined that Dr. Brunsman was entitled to $640,000 in benefits. The City appears to be taking the position that it is not bound by this earlier determination. It is.

There is ample evidence in the record demonstrating costs well exceeding this amount. The City took an apparently very conservative look at this evidence in 2013 and determined that $640,000 was the appropriate number. There is no dispute that expenses have risen since that time.

Under estoppel (both equitable and, arguably, collateral), the City cannot now revoke its prior determination and assert that the claim is only valued at $92,346.10. That the City illegally conditioned its 2013 determination on a release is of no consequence to this argument; had Dr. Brunsman known the City would, four years later, slash his claim by 85% and revoke its prior reasoning, Dr. Brunsman obviously would have accepted the funds at that time and challenged the release. Indeed, the City's failure to notify Dr. Brunsman that it would change its position also violates WAC 468-100-202.

Perhaps more fundamentally, the City's tactics in this case run directly afoul of RCW 8.26.010. How is it "fair and equitable" to decide someone is entitled to $640,000 in benefits in 2013 and, four years later, revoke that determination and offer $92,346.10? To ask the question is, of course, to answer it. The City's refusal to abide by its earlier decision undercuts the purpose of the statute.

Fourth, under WAC 468-100-301(7), the City appears to be taking three inconsistent positions. The City denies the claim because (a) no receipts were provided, (b) new furniture is not allowed as an expense, and (c) the deadline for making a claim has expired.

Starting with the last point, this has been litigated, and the City lost. The deadline did not expire, as the City failed to consider the claim when first presented. With respect to "new furniture" and the receipts, as the City has been advised before, no receipts were provided because Dr. Brunsman could not afford to reestablish his office without City assistance. The City broke the law and refused to provide the required assistance. The City now attempts to use that as a sword to deny Dr. Brunman's claim. The City previously accepted an estimate of at least $74,320 for moving expenses and $512,240 for improvements to comply with Code. At a minimum, it should send those funds under WAC 468-100-306.

Additional funds will likely be incurred, and those receipts can be provided when spent. The City has not questioned the estimates of more than $2 million in relocation costs reasonable and necessary to establish his business. But Dr. Brunsman (like most people) does not have the ability to "front" millions of dollars in damages caused by the City's forced relocation of his business. To establish his business, those funds will be required, and the City has an obligation to pay for that relation under Washington law.

Fifth, the City has yet to pay any interim costs that were submitted on June 4, 2013 by Martin Daniel. The City internally approved these costs; they should be paid.

Sixth, with respect to attorneys' fees, although the Court did not award fees at the time of the summary judgment motion, the City's now refusal to abide by its previous determinations of value constitute bad faith. Attorneys' fees through this appeal, and any subsequent appeal, should be awarded. The amount of those fees can be made available upon request.

If you have any questions, please feel free to call me or Stacy Goodman. We look forward to your prompt response.

Sincerely,

CARSON NOEL, PLLC

Todd W. Wyatt