

FILED \_\_\_\_\_

AT \_\_\_\_\_ O'Clock \_\_\_\_\_ M  
CLERK OF DISTRICT COURT

\_\_\_\_\_  
Deputy

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI**

**VIETH LAW OFFICES, CHTD, an Idaho** )  
**corporation,** )  
 )  
*Plaintiff,* )  
vs. )  
 )  
**DOUG WIKER, an individual, et al.,** )  
 )  
*Defendants.* )

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Case No. **CV 2016 3528**  
**MEMORANDUM DECISION AND  
ORDER GRANTING DEFENDANTS'  
MOTION TO SET ASIDE DEFAULT  
AND GRANTING PLAINTIFF'S  
MOTION FOR DISCOVERY  
SANCTIONS**

**I. PROCEDURAL HISTORY AND FACTUAL BACKGROUND.**

This matter is before the Court on Wiker<sup>1</sup> defendants' Motion to Set Aside Default and plaintiff Vieth Law Office's Motion for Discovery Sanctions. Also at issue for the October 12, 2017, hearing is plaintiff's Application for Entry of Default Judgment. Because the Court grants defendant's Motion to Set Aside Default, the Court does not reach the Application for Entry of Default Judgment.

On May 6, 2016, Vieth Law Offices, Chtd. (Vieth Law) filed a Complaint against Doug Wiker (Wiker). In the Complaint, Vieth Law generally alleged it provided Wiker with legal services and incurred expenses as a result of providing those services, and Wiker failed to compensate Vieth Law for the services rendered and expenses incurred.

On June 13, 2016, Wiker filed an Answer in which he generally denied the allegations. On July 11, 2016, Wiker filed an Amended Answer; Wiker filed the Amended Answer without approval by court order or party stipulation. As a result,

pursuant to party stipulation filed September 8, 2016, and Order Granting Stipulated Motion Re: Counterclaims, on September 21, 2016, Wiker filed a Second Amended Answer. Wiker's Second Amended Answer included a counterclaim and, in conjunction with the counterclaim, Wiker added four new parties. The new parties included WW Agriculture, Inc., WW Processing, Inc., and WW, LLC as Counter-Plaintiffs, and Nicholas Vieth (Vieth) as a Counter-Defendant.<sup>2</sup> Wiker also listed himself as a Counter-Plaintiff and Vieth Law as a Counter-Defendant.

On November 9, 2016, Vieth Law and Vieth filed an Answer to Counterclaim / Third-Party Complaint and Counterclaim; an Amended Answer to Counterclaim / Third-Party Complaint and Counterclaim was filed on December 9, 2016. In the Amended Answer, Vieth asserted a counterclaim to third-party complaint as to Wiker and WW Agriculture, Inc. Finally, on December 19, 2016, Wiker and WW Agriculture, Inc. filed an Answer and Affirmative Defenses to Third-Party Complaint and Counterclaim.

On June 22, 2017, counsel for Wiker, WW Agriculture, Inc., WW Processing, Inc., and WW, LLC, Robin Lynn Haynes (Haynes), filed a Motion for Withdrawal of Counsel Pursuant to IRCP 11.3(b). A hearing on Haynes' Motion was held on July 13, 2017, and the Court issued an Order Granting Motion for Leave to Withdraw of Counsel Pursuant to IRCP 11.3(b) that same day. That Order required Wiker and his three entities to file a notice of appearance of a new attorney or a notice of self-representation within 21 days of service of the Order; failure to do so could result in the

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<sup>1</sup> Wiker is a defendant. While the other Wiker entities are not defendants but are third-party plaintiffs, for simplicity in this opinion they are also referred to as defendants.

<sup>2</sup> In their Amended Answer to Counterclaim / Third-Party Complaint and Counterclaim, Vieth and Vieth Law objected to Wiker adding new parties in this way and stated that the pleading should have been denominated as a third-party complaint to the extent that it asserts claims against a non-party, Nicholas Vieth. Vieth and Vieth Law filed subsequent pleadings which conform with their objection.

Court dismissing with prejudice Wiker's and his three entities' claims or entry of a default judgment against them. Order Granting Mot. Leave Withdraw 4.

On August 8, 2017, Vieth Law and Vieth filed a Motion for Entry of Default Judgment and Motion to Dismiss with Prejudice based on Wiker's and his three entities' failure to file a notice of appearance within 21 days. On August 14, 2017, the Court issued an Order of Dismissal and for Entry of Default. Pursuant to that Order, the counterclaim/third-party complaint asserted by Wiker, WW Agriculture, Inc., WW Processing, Inc. and WW, LLC, against Vieth Law and Vieth was dismissed, with prejudice. Similarly, an entry of default was entered against Wiker as to the claims asserted against him by Vieth Law, and against Wiker and WW Agriculture, Inc. as to the counterclaims asserted against them by Vieth.

The Defendants retained new counsel and, on September 5, 2017, the Defendants' new counsel filed a Notice of Appearance. On September 18, 2017, the Defendants filed a Motion to Set Aside Default and the Declaration of Doug Wiker in Support of Motion to Set Aside Default. In the Motion, the Defendants ask the Court for an order setting aside the entry of default against Wiker and WW Agriculture, Inc. because the Defendants' default was not willful, setting aside the default will not prejudice Vieth Law or Vieth, and the Defendants have presented meritorious defenses.<sup>3</sup> On October 5, 2017, Vieth and Vieth Law filed Vieth Law Offices, Chtd. and Nicolas Vieth's Response to Motion to Set Aside Default. In support of that Response, Vieth and Vieth Law filed a Declaration of Jenae M. Ball and Nicolas Vieth.

On September 21, 2017, Vieth Law filed a Motion to Impose Discovery Sanctions, for Defendant Doug Wiker's failure to attend his deposition which was

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<sup>3</sup> The Defendants also ask the Court to set aside any default judgment. Because a default judgment has not been entered in this case, the Court addresses only the Defendants'

noticed up and scheduled for July 10, 2017. In support of that Motion to Impose Discovery Sanctions, Vieth Law also filed a Memorandum in Support of Motion to Impose Discovery Sanctions, Declaration of Jonathon D. Hallin, Declaration of Troy Y. Nelson, and Declaration of Janae M. Ball.

A hearing on the Defendants' Motion to Set Aside Default and Vieth Law's Motion for Discovery Sanctions was held on October 12, 2017. At the conclusion of that hearing, the Court announced its ruling on those motions, and indicated it would issue a decision setting forth its reasoning.

## **II. STANDARD OF REVIEW.**

### **A. Vieth Law Office's Motion for Discovery Sanctions.**

The Idaho Supreme Court has held:

This rule [I.R.C.P. 37] gives the trial court discretion to impose any of several different sanctions, including dismissal of the action. Such a dismissal by the trial court will not be overturned absent a showing of abuse of the trial court's discretion. See *Von Poppenheim v. Portland Boxing & Wrestling Comm'n*, 442 F.2d 1047 (9th Cir. 1971), *cert. den.* 404 U.S. 1039, 92 S.Ct. 715, 30 L.Ed.2d 731 (1972); *Pinakatt v. Mercy Hospital, Inc.*, 394 So.2d 441 (Fla.App.1981); *Spencer v. McLaughlin*, 256 So.2d 385 (Fla. App. 1972); *Lerman v. Portland*, 406 A.2d 903 (Me. 1979), *cert. den.* 446 U.S. 937, 100 S.Ct. 2156, 64 L.Ed.2d 790.

*Devault v. Steven L. Herndon, P.A.*, 107 Idaho 1, 2, 684 P.2d 978, 979 (1984).

### **B. Defendants' Motion to Set Aside Default.**

A trial court's decision to grant or deny relief under Idaho Rule of Civil Procedure 55(c) is discretionary. *McGloob v. Gwynn*, 140 Idaho 727, 729, 100 P.3d 621, 623 (2004). "Where the trial court makes factual findings that are not clearly erroneous, applies correct criteria pursuant to [Rule] 55(c) to those facts, and makes a logical conclusion, the court will have acted within its discretion." *Id.* (citing *McFarland v. Curtis*, 123 Idaho 931, 933, 854 P.2d 274, 276 (Ct. App. 1993)).

### **III. ANALYSIS.**

#### **A. Vieth Law's Motion for Discovery Sanctions.**

Vieth Law Office requests attorney fees pursuant to I.R.C.P. 37(c)(1)(A)(i), 37(d), and 37(b)(2)(A)(i)-(vi), due to Defendant Wiker's failure to attend his deposition duly noticed to take place on July 10, 2017, at 9:30 a.m. Defendants filed no response to this motion. At oral argument on October 12, 2017, counsel for Defendants stated that Defendant Wiker had covered in his declaration his reasons why he failed to attend his deposition. A review of his Declaration of Doug Wiker in Support of Motion for Summary Judgment shows no such statement. Decl. Doug Wiker in Supp. Mot. Summ. J. 1-2. The Court specifically finds Defendant Doug Wiker has provided no explanation for his non-attendance. Because Defendant Doug Wiker has a representative role in the rest of the Defendant entities, the Court awards in favor of Vieth Law, against all Defendants, jointly and severally, all attorney fees and costs incurred by Vieth Law; in preparation for the deposition, time spent at the deposition Defendant Doug Wiker failed to attend, and for bringing the Motion for Discovery Sanctions.

#### **B. Defendants' Motion to Set Aside Default.**

**1. The Defendants' Motion to Set Aside Default does not pertain to this Court's Order dismissing the Counterclaim/Third-Party Complaint asserted by Wiker, WW Agriculture, Inc., WW processing, Inc., and WW, LLC.**

In their Response, Vieth and Vieth Law generally argue that the Court should not set aside its Order dismissing the claims asserted by Doug Wiker, WW Agriculture, Inc., WW Processing, Inc., and WW, LLC because those claims are without merit. Vieth Law Offices, Chtd. and Nicolas Vieth's Resp. Mot. Set Aside Default (Resp.) 14–17.

On August 14, 2017, the Court issued an Order of Dismissal and For Entry of Default. In that Order, the Court stated:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Counterclaim/Third-Party Complaint asserted by DOUG WIKER, WW AGRICULTURE, INC., WW PROCESSING, INC., and WW, LLC, as against VIETH LAW OFFICES, CHTD. and NICOLAS VIETH, in the *Second Amended Answer, Affirmative Defenses, and Counterclaims*, filed September 21, 2016, is hereby dismissed, with prejudice.
2. Defendant, DOUG WIKER, is in default as to the claims asserted against him by Plaintiff, VIETH LAW OFFICES, CHTD., in the *Complaint* filed May 6, 2016, and judgment shall be entered as a matter of law. The Clerk is hereby directed to enter default as and against the Defendant as to those claims.
3. Counter-Defendants, DOUG WIKER, and WW AGRICULTURE, INC., are in default as to the claims asserted [sic] them by Counter-Plaintiff, NICOLAS VIETH, in the *Amended Answer to Counterclaim/Third-Party Complaint and Counterclaim*, filed December 9, 2016. The Clerk is hereby directed to enter default as and against the Counter-Defendants as to those claims.

#### Order Dismissal and Entry of Default 3–4.

After reviewing the Defendants' Motion to Set Aside Default, the Court concludes that the Defendants seek only to set aside the entry of default against defendant Doug Wiker and counter-defendants Doug Wiker and WW Agriculture, Inc. (as ordered in paragraphs 2 and 3 of the Order of Dismissal and for Entry of Default). First, the Motion to Set Aside Default references only Doug Wiker and WW Agriculture as the defendants; that is, the paragraph captioned Relief Requested states: "Defendants, Doug Wiker and WW Agriculture, respectfully request the Court for an order setting aside the default and any default judgment against Defendants." Mot. Set Aside Default 2. Second, to the extent that the Defendants discuss setting aside a default judgment, they appear to be anticipating the Court entering a default judgment at some point between the filing of their Motion and prior to the hearing on their Motion to Set Aside Default. The Defendants may have anticipated such action given that Vieth and Vieth Law filed an Application for Entry of Default before the Defendants filed their Motion to Set Aside Default. Third, in their Motion to Set Aside Default, the

Defendants do not discuss or otherwise reference the Court's order dismissing the Counterclaim/Third-Party Complaint asserted by Doug Wiker, WW Agriculture, Inc., WW Processing, Inc., and WW, LLC (as ordered in paragraph 1 of the Order of Dismissal and Entry of Default). For these reasons, the Court concludes that Doug Wiker, WW Agriculture, Inc., WW Processing, Inc., and WW, LLC are not seeking to set aside the order dismissing their claims, and, thus, the Court does not address such.

**2. The Defendants have shown good cause for setting aside the entry of default.**

Rule 55(c) permits a court to set aside an entry of default for good cause shown. I.R.C.P. 55(c). Idaho courts typically consider three factors to determine whether good cause has been shown. In *Dorion v. Keane*, 153 Idaho 371, 283 P.3d 118 (Ct. App. 2012), the Idaho Court of Appeals summarized the three factors as follows:

One of the requirements of good cause is the showing of a meritorious defense. This policy recognizes that it would be an idle exercise and a waste of judicial resources for a court to set aside a judgment or entry of default if there is in fact no genuine justiciable controversy. Other primary considerations of good cause include whether the default was willful, and whether setting aside the default would prejudice the opponent.

*Id.* at 374, 283 P.3d at 121 (citations omitted). It also explained that

the required *good cause* showing to set aside a default under Rule 55(c) is "lower or more lenient than that required to set aside a default judgment" under Rule 60(b). This more lenient approach in setting aside a default, as opposed to a default judgment, is consistent with an application of the policy that cases should be decided on their merits. Furthermore, at the earlier stage of entry of default where no judgment has been entered, a liberal approach is less likely to create unfair prejudice to the nonmoving party.

*Id.* at 375, 283 P.3d at 122 (citations omitted).

A. The Defendants did not willfully allow a default to be entered against them.

The Defendants argue that the default was not willful because Wiker "diligently" sought new counsel following Haynes withdrawal but was unable to secure

representation until after the default was entered. Mot. Set Aside Default 5. He attributes the delay in securing new counsel to (1) Haynes' failure to explain to him the effect of her withdrawal on his case, (2) Haynes' decision to mail the Withdrawal Order to the wrong address which delayed his receipt of the Withdrawal Order and, in turn, delayed his efforts to find new counsel, and (3) his inability to find an attorney he could trust and who was willing to take his case. *Id.* at 3–5; Decl. of Doug Wiker Supp. Mot. Set Aside Default 4. In response, Vieth and Vieth Law argue that Wiker willfully allowed a default to be entered against him because he terminated Haynes' representation, failed to appear for the hearing related to Haynes' Motion for Withdrawal of Counsel Pursuant to IRCP 11.3(b), failed to show for a deposition hearing, and failed to respond to communications regarding mediation. Resp. 11–12. Accordingly, Vieth and Vieth Law assert that Wiker's modus operandi is to be non-responsive. *Id.* Presumably, by extension, these actions demonstrate that Wiker willfully allowed a default to be entered against him. *Id.*

A default is willful where a party engages in “deliberately intentional conduct evidencing willfulness.” *Dorion*, 153 Idaho at 376, 283 P.3d at 123; see also *Willful*, Black's Law Dictionary (7th ed. 1999) (defining willful as “[v]oluntary and intentional, but not necessarily malicious.”). In *Dorion*, the Idaho Court of Appeals concluded that a party's second default was not willful where that party had engaged in mediation, opposed a motion filed by the other party, contacted an attorney within the time period prescribed in the order to appear, and attempted to obtain additional time to enter an appearance. *Dorion*, 153 Idaho at 375–76, 283 P.3d 122–23. In the Idaho Court of Appeals' opinion, the record did not “support an inference that the [party] willfully allowed default to be entered against them.” *Id.* at 376, 283 P.3d at 123.

The facts of this case present a closer call than those presented in *Dorian*. Nonetheless, in this case, the record still does not support an inference that the Defendants willfully allowed a default to be entered against them or otherwise neglected this litigation. Just as in *Dorian*, the Defendants appear to have timely filed pleadings and attempted, albeit without success, to quickly secure new counsel prior to the entry of default.<sup>4</sup>

That is where the similarities end between the instant litigation and *Dorian*. In *Dorian*, the party contacted an attorney within the time period prescribed in the order to appear, and attempted to obtain additional time to enter an appearance. No such effort was made in the present case. Instead, after the Court ordered default, almost three weeks elapsed before the Defendants' new counsel filed a notice of appearance. It took until September 18, 2017, for the Defendants' new counsel to file the instant Motion to Set Aside Default. Further, the Court recognizes that Vieth and Vieth Law have highlighted conduct suggesting that Wiker ignores communications related to this litigation, and from that conduct, one can infer that Wiker willfully, or intentionally, allowed a default to be entered against him. While Wiker's conduct is troubling, the "good cause" showing required to set aside a default is a lenient standard, consistent with the policy that cases should be decided on their merits. In light of this lenient standard and the underlying policy for that lenient standard, the Court concludes that the record does not support a conclusion that the Defendants' default was willful. Additionally, this Court finds it is more appropriate to deal with Defendant Wiker's recalcitrance and inaction with sanctions, as opposed to default of his defenses and dismissals of his claims.

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<sup>4</sup> In the Motion, counsel for the Defendants explain that Wiker had difficulty retaining local counsel willing to pursue a lawsuit against another local attorney.

B. Setting aside the default will not prejudice Vieth.

The Defendants assert that setting aside the default will not prejudice Vieth or Vieth Law, while imposing the default would harm Wiker “in the form of a costly judgment that neither he nor his companies would be able to pay.” Mot. Set Aside Default 5. In response, Vieth and Vieth Law argue that they will be prejudiced if the default is set aside. Resp. 12–13. They seem to suggest that they will be prejudiced because continued litigation is costly, both financially and emotionally. *Id.*

“To be prejudicial, the setting aside of a judgment<sup>5</sup> must result in greater harm than simply delaying resolution of the case.” *Dorion*, 153 Idaho at 376, 283 P.3d at 123 (quoting *TCI Group Life Ins. Plan v. Knoebber*, 244 F.3d 691, 701 (9th Cir. 2001)). As quoted by the Idaho Supreme Court, the Ninth Circuit explained:

It should be obvious why merely being forced to litigate on the merits cannot be considered prejudicial for purposes of lifting a default judgment. For had there been no default, the plaintiff would of course have had to litigate the merits of the case, incurring the costs of doing so. A default judgment gives the plaintiff something of a windfall by sparing her from litigating the merits of her claim because of her opponent’s failure to respond; vacating the default judgment merely restores the parties to an even footing in the litigation.

*Id.* (quoting *TCI Group Life Ins. Plan*, 244 F.3d at 701).

Here, the Defendants’ new counsel filed a Notice of Appearance approximately three weeks after the entry of default, and the Defendants filed their Motion to Set Aside Default two weeks later, or approximately five weeks after default was entered. Similar to *Dorion*, Vieth has not demonstrated any prejudice caused by this five-week delay, nor offered any persuasive argument explaining how he might be harmed if the default is set aside. *Dorion*, 153 Idaho at 376, 283 P.3d at 123 (concluding that the party opposing the motion to set aside default had not demonstrated any prejudice

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<sup>5</sup> While this case refers to a “judgment”, the Idaho Court of Appeals uses this in the context of IRCP 55(c).

caused by a one-week delay). The fact that continued litigation is a financial and emotional burden on Vieth and Vieth Law is an insufficient basis for finding prejudice.

C. The Defendants have pled facts that, if proved, would provide a meritorious defense.

The claims subject to the default appear to be Vieth Law's breach of contract claim against Wiker, see *Complaint*, and Vieth's breach of contract/wage claim against Wiker and WW Ag. See Amended Answer to Counterclaim/Third-Party Complaint and Counter Claim.

The Defendants contend that they have meritorious defenses to Vieth Law's and Vieth's claims and counterclaims, which include undue influence, unclean hands, and unconscionability. Mot. Set Aside Default 5–8. Vieth and Vieth Law appear to make two arguments in response to the Defendants' argument. First, they argue that the Defendants defenses of undue influence and unconscionability have not been pled and are untimely defenses. Resp. 13. Second, while the Defendants timely pled unclean hands, Vieth and Vieth Law argue that the factual allegations used to support that claim are “blatant factual misrepresentations” and are unsupported by sworn testimony. *Id.* at 14.

The meritorious defense requirement may be satisfied by a party “pleading facts which, if established, would constitute a defense to the action.” *Dorion*, 153 Idaho at 374, 283 P.3d at 121. A party seeking to set aside a default must show a meritorious defense and go beyond the mere notice requirements that would have been sufficient if the party had pled them before the default; factual details must be pled with particularity. *Jonsson v. Oxborrow*, 141 Idaho 635, 639, 115 P.3d 726, 730 (2005); *Dorion*, 153 Idaho at 374, 283 P.3d at 121. Additionally, “[a] party moving to set aside a default judgment is not required to present evidence in order to have the default

judgment set aside. The meritorious defense requirement is a pleading requirement, not a burden of proof.” *Dorion*, 153 Idaho at 374, 283 P.3d at 121 (citations omitted).

First, the Court agrees with Vieth and Vieth Law—the Defendants have not pled undue influence or unconscionability. Therefore, the Court does not consider the Defendants’ arguments with respect to those two affirmative defenses. Second, the Court turns to the Defendants’ pleadings to determine whether they have pled facts, which if established, would constitute a defense to the action. Wiker is in default as to the claims asserted in Vieth Law’s Complaint. The Complaint generally alleges that Wiker breached several agreements that required Wiker to compensate Vieth Law for legal services. In his Second Amended Answer, Wiker denied Vieth Law’s allegations and asserted as an affirmative defense that Vieth Law’s claims were barred by the doctrine of unclean hands. Wiker did not provide factual detail when responding to Vieth Law’s claims or raising his affirmative defense; however, in the section captioned “Counterclaims,” Wiker provides additional factual details sufficient to support his affirmative defense. See Second Am. Answer, Affirmative Defenses, and Countercl. 4–13. Second, the Defendants, Wiker and AA Agriculture, Inc., are in default as to Vieth’s statutory wage and breach of contract claims asserted in Vieth Law’s and Vieth’s Amended Answer to Counterclaim / Third-Party Complaint and Counterclaim (filed December 9, 2016). In their Answer (filed December 19, 2016), the Defendants generally deny Vieth’s claims and, again, assert that Vieth’s claims are barred by the doctrine of unclean hands. While that particular pleading provides no factual detail to support the Defendants’ affirmative defense, the Defendants’ other pleadings do provide the requisite factual detail. See Second Am. Answer, Affirmative Defenses, and Countercl. 4–13.

D. The Defendants are assessed sanctions for their delay in addressing the Motion to Withdraw and Motion for Default.

The Court, pursuant to the catchall provision of I.R.C.P. 37(f), exercises its discretion and imposes costs and fees in favor of Vieth Law and against Defendants for defending Defendants' Motion to Set Aside Default.

**IV. CONCLUSION AND ORDER.**

For the reasons set forth above, the Court grants Vieth Law's Motion for Discovery Sanctions and grants Defendants' Motion to Set Aside Default. The Court imposes costs and fees as sanctions upon Defendants for Defendants' conduct pertaining to both motions. Because the Motion to Set Aside Default is granted, the Court does not address Vieth Law's Application for Entry of Default Judgment.

IT IS HEREBY ORDERED Vieth Law's Motion for Discovery Sanctions is GRANTED and Defendants are ordered to pay Vieth Law its costs and fees for bringing the motion, for preparing for Defendant Doug Wiker's deposition and attending that deposition. Once those costs and fees are established either by agreement between the parties or by the Court following application, Defendants have ten (10) days to pay Vieth Law the amount established, or other more stringent sanctions, including default and dismissal, will be imposed.

IT IS FURTHER ORDERED Defendants' Motion to Set Aside Default is GRANTED, and defendants are ordered to pay Vieth Law its costs and fees for defending Defendants' Motion to Set Aside Default. Once those costs and fees are established either by agreement between the parties or by the Court following application, Defendants have ten (10) days to pay Vieth Law the amount established, or other more stringent sanctions, including default and dismissal, will be imposed.

IT IS FURTHER ORDERED Vieth Law's Application for Entry of Default

Judgment is not decided as it is moot.

Entered this 16<sup>th</sup> day of October, 2017.

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John T. Mitchell, District Judge

**Certificate of Service**

I certify that on the \_\_\_\_\_ day of October, 2017, a true copy of the foregoing was mailed postage prepaid or was sent by interoffice mail or facsimile to each of the following:

<u>Lawyer</u>	<u>Fax #</u>
Jonathon D. Hallin	208 666-4112
Troy Y. Nelson/Jenae Ball	509-624-2528

Kent Neil Doll, Jr.	509 838-4906
JP Diener	509 744-3436

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Jeanne Clausen, Deputy Clerk