

UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT

WASHINGTON STATE  
REPUBLICAN PARTY, et al.,

Appellee/Plaintiffs,

WASHINGTON STATE  
DEMOCRATIC CENTRAL  
COMMITTEE, et al.,

Appellee/Plaintiff Intervenors,

LIBERTARIAN PARTY OF  
WASHINGTON STATE, et al.,

Appellee/Plaintiff Intervenors,

v.

STATE OF WASHINGTON, et al.,

Appellant/Defendant Intervenor,

WASHINGTON STATE GRANGE,

Appellant/Defendant Intervenor.

No. 05-35774; 05-35780

LIBERTARIAN PARTY'S  
OPPOSITION TO STATE'S  
MOTION FOR RELIEF FROM  
FEE AGREEMENT

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The State's Motion for relief from its agreement to pay attorneys' fees to the Libertarian Party of Washington should be denied. The subject fees

were offered and accepted in a negotiated compromise between the litigants. In addition, there is no final determination on the merits. Therefore, the State cannot claim to be the prevailing party yet.

## FACTS

Following the Ninth Circuit's decision affirming the district court's holding, that Initiative 872 severely burdened the political parties' associational rights, the State solicited cost statements from the political parties and offered a negotiated settlement of claims for attorneys' fees and costs. The State did so even though the Ninth Circuit expressly reserved ruling on issues regarding claims raised by the Libertarian Party in the case,<sup>1</sup> and even though the State knew "further proceedings" were likely in the trial court, and even though it was aware it could seek Supreme Court review.

Over the course of several days, and at the State's request, counsel for the State and political parties exchanged telephone calls and email correspondence for the purpose of resolving the fee claims of the parties. At the State's request the Libertarian Party agreed to reduce and compromise its claim for fees and costs it incurred in defending the State's appeal to the Ninth Circuit.

On March 18, 2008, the US Supreme Court reversed and remanded the case on the facial aspects of the associational rights issue only, expressly stating that the constitutional claims raised below by the Libertarian Party (ballot access, trademark, campaign finance) should be addressed on remand. See, *Wash. St. Grange v. Wash. St. Republican Party*, \_\_\_ US \_\_\_, 128 S.Ct. 1184, 1195, n 11 (2008) (slip op.)

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<sup>1</sup> See, *Wash. St. Republican Party v Washington*, 460 F.3d 1108, n. 28 (9<sup>th</sup> Cir. 2006)

Now the State seeks to renege on its agreement, despite the fact that the Libertarian Party had compromised its fee claims to reach the agreement, and despite the fact that the Libertarian Party accepted the compromise to avoid the necessity of asking this court to rule on the matter. See, Declaration of Counsel For Libertarian Party Re: State's Motion for Relief from Fee Agreement, filed herewith.

### Argument

There is no legal basis upon which to set the compromise agreement and order aside.

Although the underlying legal premise for the State's motion isn't entirely clear,<sup>2</sup> it is clear that the State is not arguing that the settlement agreement should be set aside on the basis of fraud, misrepresentation or overreaching.

"The construction and enforcement of settlement agreements are generally governed by the principles of local law which apply to the interpretation of contracts generally." *Jeff D. v Andrus*, 899 F.2d 753, 759 (9<sup>th</sup> Cir. 1989). In Washington State the law "favors the amicable settlement of claims when the settlement is secured without fraud, misrepresentation or overreaching." *Pepper v. Evanson*, 70 Wn.2d 309, 314 (1967). Unless an agreement is "illegal or violates public policy, the court will not interfere in the agreement of competent parties." *Coast Sash and Door Co. v. Strom Constr. Co., Inc.*, 65 Wn.2d 279, 281 396 P.2d 803 (1964). The State has

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<sup>2</sup> The State seeks to distinguish the liability for attorney fees from the amount of attorney fees. However, this is a distinction without a difference, as will be seen, *infra*. The State's reliance on cases involving attorney fees where there was no finality on the litigation are irrelevant where the State itself solicited the settlement it wants to set aside.

not claimed the settlement was illegal, that it violated public policy, or that the State is incompetent.

Perhaps the State is arguing that it made a mistake in offering settlement. Now, because the Supreme Court reversed, it wants a “do-over.” There was no mistake. The State acknowledged during the negotiations that “further proceedings” could have an effect on the political parties’ rights to fees and it went ahead with the settlement anyway.

Here, the State was under no obligation to offer settlement of the Libertarian Party's fee and cost claims before the Libertarian Party submitted the necessary motions to this court, and before it sought review by the Supreme Court. Had the Libertarian Party filed a Motion for an Award of Attorney fees, the State could easily have requested a stay of proceedings pending its petition to the Supreme Court.<sup>3</sup>

The State could have waited “on the remaining fees until all the work is done and the bills are in....” See, Exhibit 1, Declaration of Counsel For Libertarian Party Re: State’s Motion for Relief from Fee Agreement, filed herewith. Instead, it sought out the Libertarian Party and offered a settlement of claims. “[C]ourts have inherent power summarily to enforce a settlement agreement with respect to an action pending before it; **the actual merits of the controversy become inconsequential.**” *Dacanay v Mendoza*, 573 F.2d 1075, 1078 (9<sup>th</sup> Cir. 1978)(citation omitted)(emphasis added)

Settlements always involve compromise. Here the State and the political parties both compromised certain rights and claims. “Parties often contract so that they, and not the common law, control the legal effects that

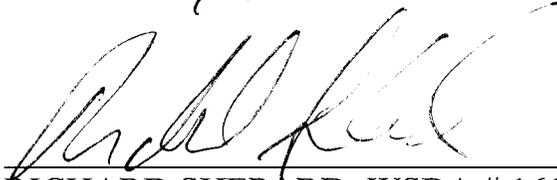
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<sup>3</sup> More than a year earlier, the District Court stayed the Libertarian Party’s request for award of attorney fees and costs pending final resolution of the case. See, CP 107, a copy of which is attached hereto as Exhibit A.

flow from an anticipated set of circumstance and thus the result will differ from that under the common law.” *Redford v City of Seattle*, 94 Wn.2d 198, 207, 615 P.2d 1285 (1980)

The State's agreement to pay was the result of an open and fair negotiation between legal counsel. Here, the State received a discount on the fees due and owing, avoided additional fees that could have resulted from adversarial proceedings and received the certainty of a negotiated result. Now the State seeks to undue the agreement on the basis of an event that the State must have anticipated when it entered into the agreement. That is, if the State didn't expect to prevail in the US Supreme Court it would never have petitioned for review.

RESPECTFULLY SUBMITTED this 7th day of May, 2008.



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RICHARD SHEPARD, WSBA # 16194  
SHEPARD LAW OFFICE, PLLC  
818 S. Yakima Ave., #200  
Tacoma, WA 98405  
253-383-2235  
Counsel for Libertarian Party.

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

WASHINGTON STATE REPUBLICAN  
PARTY, et al.,

Plaintiffs,

and

WASHINGTON STATE DEMOCRATIC  
CENTRAL COMMITTEE, et al.,

Plaintiff Intervenor,

and

LIBERTARIAN PARTY OF  
WASHINGTON STATE, et al.,

Plaintiff Intervenor,

v.

DEAN LOGAN, King County Records &  
Elections Division Manager, et al.,

Defendants,

STATE OF WASHINGTON,

Defendant Intervenor,

and

WASHINGTON STATE GRANGE,

Defendant Intervenor.

No. C05-927Z

ORDER

1 Plaintiff Republican Party sought a status conference by letter dated August 8, 2005.  
2 See Letter from John J. White, docket no. 105. The Republican Party sought clarification of  
3 the status of two claims in light of this Court's Order on Summary Judgment, docket no. 87,  
4 and Permanent Injunction, docket no. 94. First, Plaintiff asks the Court to consider its  
5 challenge to Wash. Rev. Code § 29A.24.031, the filing statute under the "Montana" primary.  
6 Second, Plaintiff asks the Court to address its challenge "on equal protection grounds, of  
7 protections under state law granted to minor parties with regard to the use of their name by  
8 candidates not authorized by the minor party to use the name." See Letter, docket no. 105.

9 Pursuant to the Plaintiff Republican Party's request, the Court held a telephone status  
10 conference, on the record, on Friday, August 12, 2005. After considering the argument of  
11 counsel and being fully advised, the Court enters the following Order:

12 (1) The Court CLARIFIES its Order on Summary Judgment, docket no. 87. That  
13 Order did not decide whether the "Montana" primary filing statute, Wash. Rev. Code  
14 § 29A.24.031, was unconstitutional as part of the "Montana" primary system. That issue  
15 was not properly raised by the parties in connection with the stipulated legal issues agreed to  
16 by the parties for expedited briefing. See Stipulated Statement of Legal Issues, docket no.  
17 40. In addition, the issue was not clearly identified by the Supplemental Motion for  
18 Summary Judgment filed by the Plaintiff Republican Party. See Republican Supplement,  
19 docket no. 63.

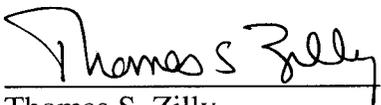
20 (2) The Court's Order on Summary Judgment "[did] not reach the equal protection  
21 argument raised by the Republican Party" because the Court found Initiative 872  
22 unconstitutional on other grounds. See Order, docket no. 87, at 34.

23 (3) The Court concludes in the interest of justice this action should be and hereby  
24 is STAYED in light of the pending appeals to the Ninth Circuit. See Notices of Appeal,  
25 docket nos. 95, 97; see also Marathon Oil Co. v. United States, 807 F.2d 759, 764-65 (9th  
26 Cir. 1986).

1 (4) The Court further STAYS consideration of any motion for attorneys' fees until  
2 further Order by the Court.

3 IT IS SO ORDERED.

4 Dated this 12th day of August, 2005.

5   
6 Thomas S. Zilly  
7 United States District Judge

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UNITED STATES COURT OF APPEALS  
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WASHINGTON STATE  
REPUBLICAN PARTY, et al.,

Appellee/Plaintiffs,

WASHINGTON STATE  
DEMOCRATIC CENTRAL  
COMMITTEE, et al.,

Appellee/Plaintiff Intervenors,

LIBERTARIAN PARTY OF  
WASHINGTON STATE, et al.,

Appellee/Plaintiff Intervenors,

v.

STATE OF WASHINGTON, et al.,

Appellant/Defendant Intervenor,

WASHINGTON STATE GRANGE,

Appellant/Defendant Intervenor.

No. 05-35774; 05-35780

DECLARATION OF COUNSEL  
FOR LIBERTARIAN PARTY  
RE: STATE'S MOTION FOR  
RELIEF FROM FEE  
AGREEMENT

I, RICHARD SHEPARD, declare on penalty of perjury pursuant to 28 U.S.C. § 1746, as follows:

The State's original proposal for settlement of the fees and costs related to the proceedings in this court, in an email dated 9/11/06, acknowledges that the political parties had submitted fee statements. In fact, the state had previously requested the statements by telephone. The email further states that "ideally" the State would "wait on the remaining fees until all the work is done and the bills are in..." However, the State wanted "to talk about the Ninth Circuit." According to counsel for the state, his plan was "to firm this up into a more definite proposal" after he discussed it with his client. See, Exhibit 1, attached.

On 9/15/06, the State made its formal proposal. See, Exhibit 2, attached. The State uses the word "compromise" three times in the course of the offer, in one case referring to its own "compromise." The state said it "will agree to compromise fees and costs relating to the Ninth Circuit appeal" even though "there will likely be further proceedings, fees and costs".... One of the things the State compromised was the right to ask for the money back.

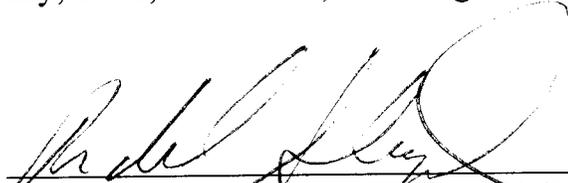
On that same day, in response to my specific query, counsel for the State acknowledged that the purpose of the State's proposal was to avoid the necessity for the political parties to submit Forms 9 and Motions for Award of Fees, and presumably the necessity for the State to respond. See, Exhibit 3, attached.

After consultation with my client I advised the State that the Libertarian Party would agree to the outlined settlement structure, provided "that I would not be required to file a Form 9 or otherwise petition for an award".... See, Exhibit 4, attached. As shown by the exhibits to the state's

motion, the financial aspects of the agreement and order were memorialized by all counsel and by the court, and then carried out.

Now, instead of petitioning for an award, I am required to defend a compromise. Thus, the state has reneged on its agreement to avoid adversarial proceedings in this court regarding legal fees.

DATED this 7<sup>th</sup> day of May, 2008, at Tacoma, Washington.



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RICHARD SHEPARD, WSBA # 16194  
SHEPARD LAW OFFICE, PLLC  
818 S. Yakima Ave., #200  
Tacoma, WA 98405  
253-383-2235  
Counsel for Libertarian Party.

## Richard Shepard

**From:** Pharris, James (ATG) [JamesP@ATG.WA.GOV]  
**Sent:** Monday, September 11, 2006 5:08 PM  
**To:** McDonald, David (SEA); richard@shepardlawoffice.com; white@lfs-law.com; hansen@lfs-law.com  
**Cc:** Even, Jeff (ATG)  
**Subject:** Republican Party v. Logan/Reed - attorney fees and costs

The following is for settlement purposes only:

Thanks to each of the three parties for supplying us with bills detailing attorney fees and costs in the above referenced matter. We have not had a chance to discuss this in detail with the client (whose budget will be paying the bill) and tomorrow both Jeff and I will be at the annual Attorney General Conference, so I won't have a chance to get authority for a specific proposal before Wednesday at the earliest. However, here is my general thinking on the subject:

1. We will not raise any objections to the costs as claimed.
2. For now, we prefer to discuss only the attorney fees relating to the Ninth Circuit portion of the case, because (1) those are the ones immediately requiring decisions and (2) it appears likely that there will be further proceedings in the trial court. Ideally, we would wait on the remaining fees until all the work is done and the bills are in, but we're still open to discussion on that point. Today, however, we want to talk about the Ninth Circuit.
3. Each of you has submitted an attorney fee bill. Richard has expressly invited an offer of settlement, John has impliedly done so (by showing the bill both at his discounted and at full market rate), and David's correspondence is silent on the point. While we could simply deal with each of you separately, fairness suggests some sort of common approach.

Subject to discussion with the secretary of state's office, my initial thought is to suggest that all of your proposals are in the ballpark of reasonableness. To protect the public treasury, we would like to hold the fees down to around \$100,000 for the appeal. To accomplish that, I will probably propose applying a common percentage discount to each of the three bills. On the assumption that David's and Richard's bills reflect their full rate, we would probably start the calculation from John's full rate rather than his lower discounted figures, so all three parties are treated about the same. If I'm pulling out the right figures, I think that means we start from the following:

Republicans - \$60,508.50  
Democrats - \$41,623.08  
Libertarians - \$17,965.32

The three numbers add up to slightly more than \$120,000.

My plan is to firm this up into a more definite proposal as soon as I have a chance to discuss this with the client. If my proposed approach is a non-starter, now would be the time to say so. Also, it would be the time to correct any errors I've made in my numbers or in my assumptions.

It seems we are not far apart on this issue, and we're open to discussion about alternatives. As I said, I'll be out of town all day tomorrow, but you're welcome to leave voicemail or e-mail. Or I'd be happy to discuss this on Wednesday.

Jim Pharris

EXHIBIT 1

5/6/2008

## Richard Shepard

---

**From:** Pharris, James (ATG) [JamesP@ATG.WA.GOV]  
**Sent:** Friday, September 15, 2006 10:28 AM  
**To:** white@lfa-law.com; McDonald, David (SEA); richard@shepardlawoffice.com  
**Cc:** Even, Jeff (ATG)  
**Subject:** Republican Party v. Logan - Ninth Circuit fee and cost issues

The following is communicated for settlement purpose only:

After consultation with the Secretary of State's office and with some of you, I am prepared to make the following offer of compromise on the claims for costs and attorneys relating to the Ninth Circuit Appeal in this case:

1. The state will agree to compromise fees and costs relating to the Ninth Circuit appeal. Since there will likely be further proceedings, fees and costs at the trial court level will be deferred for later discussion. We do hope to arrive at a reasonable compromise on those at a later date.
2. The state will pay in full all court costs which the prevailing parties could reasonably claim under the applicable court rules.
3. The state will pay 90% of all attorney fees claimed by each respondent as set forth in previous correspondence among the parties.
4. The state understands that this compromise is based primarily upon the state's willingness to make prompt payment, and will undertake to process payment as soon as the claimed amounts for each party are definitely known.

Having agreed to pay 100% of costs and 90% of fees, I'm having trouble sorting out the numbers. Richard's submission (confirmed by a phone conversation) appears to include both fees and costs in his total claim of \$17,965.32. If I read his invoices correctly, the breakdown is \$1622.27 in costs and \$16,343.05 in fees. That would result in a payment of \$1622.27 in costs and \$14,708.75 in fees, or a total of \$16,331.02.

The material I have from David and John appears to relate exclusively to fees, and the numbers don't include costs. I have a memory of seeing cost bills from one or both of you, but a quick search has not turned them up. Relying on the two of you to retrieve the correct numbers makes more sense (for me that is) than continuing to search for them. Could you let us know the breakdown, and either you can do the math or I can.

If this compromise is agreeable, I suppose it should be incorporated in an agreed order. John, once we have all the numbers, could you draft such an order? These usually come from the prevailing party, but I'm not unwilling to do the work if you want me to.

As soon as we have definite numbers, I'll start the payment process. Jeff did this last time, and I don't remember all the steps, but we'll do everything we can to expedite it.

Jim

EXHIBIT 2

5/6/2008

## Richard Shepard

---

**From:** Pharris, James (ATG) [JamesP@ATG.WA.GOV]  
**Sent:** Friday, September 15, 2006 11:14 AM  
**To:** richard@shepardlawoffice.com  
**Subject:** RE: Republican Party v. Logan - Ninth Circuit fee and cost issues

I think that's what we're trying to avoid.

-----Original Message-----

**From:** richard@shepardlawoffice.com [mailto:richard@shepardlawoffice.com]  
**Sent:** Friday, September 15, 2006 11:10 AM  
**To:** Pharris, James (ATG); white@lfa-law.com; McDonald, David (SEA)  
**Cc:** Even, Jeff (ATG)  
**Subject:** RE: Republican Party v. Logan - Ninth Circuit fee and cost issues

Jim,

I am assuming, if the political parties agree, there will be no need to timely submit Form9s and Motions for Award of Fees.

Is my assumption correct?

Richard Shepard, Attorney at Law  
Shepard Law Office, Inc.  
818 S. Yakima Ave., #200  
Tacoma, WA 98405  
253-383-2235

-----Original Message-----

**From:** Pharris, James (ATG) [mailto:JamesP@ATG.WA.GOV]  
**Sent:** Friday, September 15, 2006 10:28 AM  
**To:** white@lfa-law.com; McDonald, David (SEA); richard@shepardlawoffice.com  
**Cc:** Even, Jeff (ATG)  
**Subject:** Republican Party v. Logan - Ninth Circuit fee and cost issues

The following is communicated for settlement purpose only:

After consultation with the Secretary of State's office and with some of you, I am prepared to make the following offer of compromise on the claims for costs and attorneys relating to the Ninth Circuit Appeal in this case:

1. The state will agree to compromise fees and costs relating to the Ninth Circuit appeal. Since there will likely be further proceedings, fees and costs at the trial court level will be deferred for later discussion. We do hope to arrive at a reasonable compromise on those at a later date.
2. The state will pay in full all court costs which the prevailing parties could reasonably claim under the applicable court rules.

EXHIBIT 3

3. The state will pay 90% of all attorney fees claimed by each respondent as set forth in previous correspondence among the parties.

4. The state understands that this compromise is based primarily upon the state's willingness to make prompt payment, and will undertake to process payment as soon as the claimed amounts for each party are definitely known.

Having agreed to pay 100% of costs and 90% of fees, I'm having trouble sorting out the numbers. Richard's submission (confirmed by a phone conversation) appears to include both fees and costs in his total claim of \$17,965.32. If I read his invoices correctly, the breakdown is \$1622.27 in costs and \$16,343.05 in fees. That would result in a payment of \$1622.27 in costs and \$14,708.75 in fees, or a total of \$16,331.02.

The material I have from David and John appears to relate exclusively to fees, and the numbers don't include costs. I have a memory of seeing cost bills from one or both of you, but a quick search has not turned them up. Relying on the two of you to retrieve the correct numbers makes more sense (for me that is) than continuing to search for them. Could you let us know the breakdown, and either you can do the math or I can.

If this compromise is agreeable, I suppose it should be incorporated in an agreed order. John, once we have all the numbers, could you draft such an order? These usually come from the prevailing party, but I'm not unwilling to do the work if you want me to.

As soon as we have definite numbers, I'll start the payment process. Jeff did this last time, and I don't remember all the steps, but we'll do everything we can to expedite it.

Jim

5/6/2008

## Richard Shepard

**From:** Pharris, James (ATG) [JamesP@ATG.WA.GOV]  
**Sent:** Friday, September 15, 2006 3:14 PM  
**To:** richard@shepardlawoffice.com; white@lfa-law.com; McDonald, David (SEA)  
**Cc:** Even, Jeff (ATG)  
**Subject:** RE: Republican Party v. Logan - Ninth Circuit fee and cost issues

We'll accept your figures.

-----Original Message-----

**From:** richard@shepardlawoffice.com [mailto:richard@shepardlawoffice.com]  
**Sent:** Friday, September 15, 2006 12:55 PM  
**To:** Pharris, James (ATG); white@lfa-law.com; McDonald, David (SEA)  
**Cc:** Even, Jeff (ATG)  
**Subject:** RE: Republican Party v. Logan - Ninth Circuit fee and cost issues

The Libertarian Party agrees to the outlined settlement structure. However, my calculations are slightly at variance with Jim's calculations.

By my calculation the LP invoices show \$16,642.00 for fees, but \$1,323.32 for costs. Thus,  $\$16,642.00 \times .9 = \$14,977.80$ , and  $\$14,977.80 + \$1,323.32 = \$16,301.12$

Assuming the LP receives a check in the amount of \$16,301.12 by the end of this month, and assuming further that I will not be required to file a Form 9 or otherwise petition for an award, I will sign an appropriate order.

Richard Shepard, Attorney at Law  
Shepard Law Office, Inc.  
818 S. Yakima Ave., #200  
Tacoma, WA 98405  
253-383-2235

-----Original Message-----

**From:** Pharris, James (ATG) [mailto:JamesP@ATG.WA.GOV]  
**Sent:** Friday, September 15, 2006 10:28 AM  
**To:** white@lfa-law.com; McDonald, David (SEA); richard@shepardlawoffice.com  
**Cc:** Even, Jeff (ATG)  
**Subject:** Republican Party v. Logan - Ninth Circuit fee and cost issues

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1. The state will agree to compromise fees and costs relating to the Ninth Circuit appeal. Since there will likely be further proceedings, fees and costs at the trial court level will be deferred for

5/6/2008

EXHIBIT 4

later discussion. We do hope to arrive at a reasonable compromise on those at a later date.

2. The state will pay in full all court costs which the prevailing parties could reasonably claim under the applicable court rules.

3. The state will pay 90% of all attorney fees claimed by each respondent as set forth in previous correspondence among the parties.

4. The state understands that this compromise is based primarily upon the state's willingness to make prompt payment, and will undertake to process payment as soon as the claimed amounts for each party are definitely known.

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As soon as we have definite numbers, I'll start the payment process. Jeff did this last time, and I don't remember all the steps, but we'll do everything we can to expedite it.

Jim

5/6/2008

UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT

WASHINGTON STATE  
REPUBLICAN PARTY, et al.,

Appellee/Plaintiffs,

WASHINGTON STATE  
DEMOCRATIC CENTRAL  
COMMITTEE, et al.,

Appellee/Plaintiff Intervenors,

LIBERTARIAN PARTY OF  
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Appellee/Plaintiff Intervenors,

v.

STATE OF WASHINGTON, et al.,

Appellant/Defendant Intervenor,

WASHINGTON STATE GRANGE,

Appellant/Defendant Intervenor.

No. 05-35774; 05-35780

DECLARATION OF SERVICE

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I, RICHARD SHEPARD, declare on penalty of perjury pursuant to 28  
U.S.C. § 1746, that I served the LIBERTARIAN PARTY'S OPPOSITION

TO STATE'S MOTION FOR RELIEF FROM FEE AGREEMENT,  
DECLARATION OF COUNSEL FOR LIBERTARIAN PARTY and this  
DECLARATION OF SERVICE upon the following parties via Federal  
Express and e-mail on this 7<sup>th</sup> day of May, 2007:

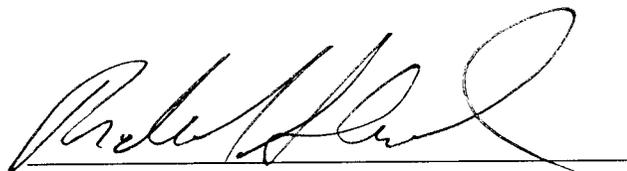
John J. White, Jr./Kevin B. Hansen  
Livengood, Fitzgerald & Alskog  
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Committee et al.

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[Jeffe@atg.wa.gov](mailto:Jeffe@atg.wa.gov)  
Attorneys for Defendants State of Washington, Secretary of State Sam  
Reed and Attorney General Rob McKenna

Thomas F. Ahearne/Ramsey Ramerman  
Foster Pepper & Shefelman PLLC  
1111 Third Avenue, Suite 3400  
Seattle, WA 98101-3299  
[ahearne@foster.com](mailto:ahearne@foster.com)  
Attorneys for Washington State Grange

DATED Wednesday, May 07, 2008, at Tacoma, Washington.



RICHARD SHEPARD, WSBA # 16194  
SHEPARD LAW OFFICE, PLLC  
818 S. YAKIMA AVE., #200  
TACOMA, WA 98405