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NO. 98824-2

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

CITY OF SEATTLE,

Cross-Petitioner/Respondent,

vs.

STEVEN G. LONG,

Petitioner/Cross-Respondent.

BRIEF OF *AMICUS CURIAE* WASHINGTON STATE ASSOCIATION OF MUNICIPAL ATTORNEYS

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I. INTRODUCTION

Amicus Curiae Washington State Association of Municipal Attorneys ("WSAMA") files this brief in support of the City of Seattle's challenge to the Court of Appeals' interpretation and application of the Homestead Act. WSAMA adopts and supplements the City's argument to emphasize how the Court of Appeals' erroneous interpretation of the Homestead Act is harmful to cities and towns responsible for managing public rights-of-way and enforcing parking laws.

The Court of Appeals' reading, if not overturned, would leave cities and towns without any way of knowing whether illegally parked vehicles are occupied as a homestead because no declaration of homestead will be required. Yet cities and towns will be prohibited from attempting to recover statutorily authorized costs associated with towing such vehicles, even when (as what occurred here) they waive parking fines and agree to cover a portion of the towing cost. If this Court goes beyond the Court of Appeals' holding and adopts Mr. Long's suggested interpretation, cities and towns will be prohibited from towing such vehicles in the first place because, under Mr. Long's view, the *statutory* lien automatically following from towing is prohibited by the *statutory* Homestead Act.

That is not what the legislature envisioned when it amended the Homestead Act in 1993 to include personal property and later revised the

chapter regulating towing. Alleviating problems associated with homelessness is a laudable and increasingly urgent goal. But the Homestead Act exists to protect a person's homestead from a forced *sale* that results from creditors' attempts to collect debt, not from consequences that might follow from one violating local parking laws.

For these reasons, WSAMA respectfully asks the Court to reverse the Court of Appeals' mistaken analysis of the Homestead Act.

II. IDENTITY AND INTEREST OF *AMICUS CURIAE*

WSAMA is a private, non-profit organization comprised of municipal attorneys who represent Washington's 281 cities and towns. As explained below, cities and towns represented by WSAMA's members are vested with the power to preserve the health, safety, and welfare of all citizens, which includes the power to regulate the use of roads. Incidental is the statutory authority to remove illegally parked vehicles from the public rights-of-way. What occurred in Seattle is occurring statewide, and the Court of Appeals' interpretation of the Homestead Act will preclude cities from discharging their public duty as articulated above. As such, WSAMA has a vested interest in this Court reversing the erroneous interpretation of the Homestead Act by the lower court.

III. STATEMENT OF THE CASE

WSAMA adopts the statement of facts set forth in the Court of Appeals' opinion discussion and the additional facts laid out by the City of Seattle in its Answer to the Petition for Review. *City of Seattle v. Long*, 13 Wn. App. 2d 709, 715-19, 467 P.3d 979, *review granted*, 196 Wn.2d 1024 (2020); Answer to Pet. for Rvw. at 1-4.

IV. ISSUE PRESENTED

Whether the Homestead Act's prohibition against "attachment and from execution or forced sale for the debts of the owner" is inapplicable when, in the absence of any declaration stating that an illegally parked vehicle is being used as a homestead, (1) the municipality authorizes the towing and impoundment of such a vehicle pursuant to state law (ch. 46.55 RCW); or (2) the municipality voluntarily provides the owner of such a vehicle with the opportunity to avoid the statutorily-required auction of the vehicle in exchange for the owner's execution of a payment plan in which the municipality agrees to waive fees and to subsidize more than 40% of the towing costs in exchange for the owner's unsecured promise to pay less than 60% of those costs.

V. ARGUMENT

A. The Court of Appeals' analysis is premised on erroneous application of the rules of statutory construction.

Both the City of Seattle and Mr. Long correctly note that whether the Homestead Act prohibits the City's actions in this case hinges on how the Court interprets a statute. Answer to Pet. for Review at 17; Pet'r's Reply Br. at 2-3. As with any statute, this Court's goal is to ascertain and give effect to the Legislature's intent. *HomeStreet, Inc. v. Dep't of Rev.*, 166 Wn.2d 444, 451, 210 P.3d 297 (2009). In evaluating legislative intent, however, the Court of Appeals placed too much weight on the doctrine of liberal construction and an overly broad reading of the "public policy" created by the Homestead Act. *See Long*, 13 Wn. App. at 723, 725-26. In so doing, it extended the reach of the Homestead Act's prohibition against "attachment and from execution or forced sale for the debts of the owner" beyond what the Legislature intended. RCW 6.13.070(1).

1. Contrary to the approach embraced by the Court of Appeals, the doctrine of liberal construction is not a license to rewrite statutory language.

WSAMA recognizes that liberal construction is one tool that courts can use, under certain circumstances, to construe statutes. It is not, however, a license to rewrite what the legislature has said—a point this Court reaffirmed last week. *Leishman v. Ogden Murphy Wallace, PLLC*, No. 97734-8 (Wash. Jan. 28, 2021), slip op. at 14 ("It is not for this court to

narrowly construe an unambiguously broad statute in order to make it comport with our vision of who anti-SLAPP statutes should protect.").

Echoing this *Leishman*'s analysis in an analogous case last month—in which a city's retention of an impounded vehicle might seem contrary to a statute's spirit—the United States Supreme Court emphasized that liberal construction is not a license to bend statutory language toward perceived policy outcomes. *See City of Chicago v. Fulton*, 592 U.S.____, 141 S. Ct. 585, 589, 208 L. Ed. 2d 384 (2021). *Fulton* involved a challenge to Chicago's policy of retaining possession of debtors' previously impounded vehicles after they declared bankruptcy.[1] *Id.* Analogous to the Court of Appeals' conclusion that the "threat of a forced sale" is synonymous with a "forced sale," *Long*, 13 Wn. App. 2d at 729, the Seventh Circuit held that the City of Chicago had acted "to exercise control over" debtors' property in violation of the Bankruptcy Code when it "'retain[ed] possession of the debtors' vehicles after they declared bankruptcy,'" *Fulton*, 141 S. Ct. at 589 (quoting *In re Fulton*, 926 F.3d 916, 924 (7th Cir. 2019)). The Supreme Court rejected that reading, holding that the Bankruptcy Code's prohibition

[1] Similar to how Washington courts interpret the Homestead Act, federal courts liberally construe the automatic bankruptcy stay provision at issue in *Fulton* to protect debtors. *See, e.g., In re Snellings*, 10 B.R. 949, 953 (Bankr. W.D. Va. 1981) (recognizing "the rule of liberal construction of the Bankruptcy Act [to be] true in the homestead statutes") (citing *Am. Surety Co., etc. v. Marotta*, 287 U.S. 513, 53 S. Ct. 260, 77 L. Ed. 466 (1933)); *accord Am. Serv. Co. v. Schwartz-Tallard (In re Schwartz-Tallard)*, 803 F.3d 1095, 1100 (9th Cir. 2015) (liberally construing automatic stay provisions).

against creditors from "exercis[ing] control"[2] of the estate's property was distinct from "merely 'having' that power." *Fulton*, 141 S. Ct. at 590. The Court recognized that, despite a liberal construction mandate, the automatic stay provision nevertheless has clearly defined bounds that could not be judicially stretched. *Id.* at 590-92. Building off this point, Justice Sotomayor noted in her concurrence that the mere retention of an impounded vehicle would not violate the automatic stay even though "having a car is essential to maintaining employment" and even though, in her view, the city's retention policy "hardly comports with [the] spirit" of the Bankruptcy Code. *Fulton*, 141 S. Ct. at 592-93 (Sotomayor, J., concurring).

Here, the Court of Appeals made the same mistake as did the Seventh Circuit in *Fulton*. It stretched statutory language beyond what was legislatively written to achieve a goal that, while laudable, falls outside the statutory purposes as defined by the legislature. Further illustrating the Court of Appeals' flawed interpretation is that it granted relief not authorized by the Homestead Act: cancelling Steven Long's debt entirely. *Cf. In re Gitts*, 116 B.R. 174, 178 n.7 (9th Cir. BAP 1990) (construing chapter 6.13 RCW, noting that debts remain in existence even when there is a valid homestead). Whereas nothing in the Homestead Act authorizes a

[2] 11 U.S.C. § 362(a)(3).

court to completely nullify one's debt, *cf.* RCW 6.13.090, chapter 46.55 RCW clearly requires the costs of a valid tow to be borne by the person challenging the tow's validity, RCW 46.55.120(2)(b), .120(3)(d). This Court should correct the erroneous view embraced below.

2. All statutes constitute Washington public policy and must be read harmoniously.

Notwithstanding liberal construction and the public policies of the Homestead Act, this Court must account for the other public policies embraced by the Legislature in regulating towing and impoundment, in addition to local governments' ability to preserve the health, safety, and welfare of public rights-of-way. Such is consistent with the long-standing rule that legislative intent is discerned not just from the text of specific statute in question, but also "all that the Legislature has said in the statute *and related statutes* which disclose legislative intent about the provision in question." *Dep't of Ecology v. Campbell & Gwinn, L.L.C.*, 146 Wn.2d 1, 11, 43 P.3d 4 (2002) (emphasis added); *accord State v. Cyr*, 195 Wn.2d 492, 502, 461 P.3d 360 (2020) (court is obligated to "harmonize and give effect to all of the relevant statutory language wherever possible"). Given that "statutory provisions" are the Legislature's tool to create, define, revise, and announce our state's "[p]ublic policy," it rationally follows that one group of statutes should not be subservient to others when it comes to announcing that policy. *Cary v. Allstate Ins. Co.*, 130 Wn.2d 335, 340, 922 P.2d 1335

(1996); *accord Riksem v. City of Seattle*, 47 Wn. App. 506, 511, 736 P.2d 275 (1987) ("When the Legislature enacts the statute it becomes public policy.").

Just like chapter 6.13 RCW, chapter 46.55 RCW equally represents Washington public policy. That policy permits impoundment of vehicles illegally parked (like Mr. Long's), *e.g.*, RCW 46.55.113, and imposition of costs associated with impoundment against those who violate these laws, RCW 46.55.120(3)(d). Further, the Legislature declared that "abandoned vehicle[s]" that are "impounded" but "not redeemed" in accordance with the statutorily defined procedures "shall be sold at public auction." RCW 46.55.120(4). These statutes represent Washington's public policy. *Cary*, 130 Wn.2d at 340; *Riksem*, 47 Wn. App. at 511. So too are the statutes that grant cities, counties, and other local governments authority over keeping public rights-of-way safe and clean. *See, e.g.*, RCW 35.22.280(7) (first class cities vested with the power to "improve streets, alleys, avenues, [and] sidewalks … and *to prescribe the terms and conditions upon which the same may be so used, and to regulate the use thereof*) (emphasis added); *see also* RCW 35.23.440(33) (second class cities); RCW 35.27.370(4) (towns); RCW 35A.11.020 (code cities); RCW 36.75.050 (counties). The Court of Appeals' analysis functionally nullified these policies. This Court should correct that error.

B. The Court of Appeals erred in holding that no declaration of homestead was required.

In order for Mr. Long's truck to be protected by "the exemption described in RCW 6.13.070" (as provided in RCW 6.13.040), he was required to file a declaration of homestead. As explained in the City's Supplemental Brief, the Court of Appeals' contrary reading failed to harmonize related statutory provisions, departed from the plain language of the statute, and misconstrued the legislative history.[3]

Contrary to established principles, the Court of Appeals effectively added the words "not yet occupied" to the final clause of RCW 6.13.040(1). *Long*, 13 Wn. App. 2d at 723. Doing so was necessary in order to conclude "personal property" not counting as "a mobile home" would qualify for the automatic exemption ("if the homestead is any other personal property, [the exemption applies] from and after the delivery of a declaration as prescribed in RCW 6.15.060(3)(d)"). But again, courts "'must not add words where the legislature has chosen not to include them.'" *Leishman*, slip op. at 10 (quoting *Porter v. Kirkendoll*, 194 Wn.2d 194, 212, 449 P.3d 627 (2019) and *Rest. Dev., Inc. v. Cananwill, Inc.*, 150 Wn.2d 674, 682, 80 P.3d 598 (2003))). Even "'under the guise of interpreting a statute,'" this Court has

[3] *See* City's Suppl. Br. at 3-5. The structure of SSB 5068 itself confirms that the City's reading. In three different sections, the legislature consistently used the phrase "other personal property" to refer to non-traditional homesteads. *See id*. at 5 (citing LAWS OF 1993, ch. 200, §§ 2-3, 5).

emphasized how "'[c]ourts may not read into a statute matters that are not in it.'" *Cerrillo v. Esparza*, 158 Wn.2d 194, 201, 142 P.3d 155 (2006) (quoting *Killian v. Atkinson*, 147 Wn.2d 16, 21, 50 P.3d 638 (2002)). Yet the Court of Appeals did exactly that.

As the City explains, there are good reasons why the Legislature required a vehicle owner to file a declaration before the vehicle could be exempt under RCW 6.13.070. WSAMA's members have reported practical difficulties in evaluating the potential occupancy of vehicles that repeatedly violate parking ordinances, block city rights-of-way, and create health and safety problems in neighborhoods not designed to accommodate transient occupancy. This very case exemplifies these troubles. In Seattle, for example, "RV street campers know police have been reluctant to enforce that law because of" the superior court decision upheld by the Court of Appeals.[4] Left unchecked, the Court of Appeals' opinion leaves local governments and towing companies with no way of knowing whether or not a particular vehicle is occupied as a homestead.

The City's interpretation harmonizes all relevant statutory language, and it provides the most logical explanation for the specific amendments in

[4] Matt Markovich, *Seattle's 'RV auction shuffle' has towed vehicles appearing back on the streets*, KOMO News, *available at* https://komonews.com/news/local/seattles-rv-auction-shuffle-has-towed-vehicles-appearing-back-on-the-streets (Oct. 4, 2018).

Substitute Senate Bill (SSB) 5068 (1993): the Legislature amended RCW 6.13.040(1) to include a reference to the "delivery of a declaration as prescribed in RCW 6.15.060(3)(d)" as part of SSB 5068 because it understood the practical difficulty of determining whether vehicles and other non-traditional homesteads are occupied as such. In contrast, the Court of Appeals' interpretation forced a needless inconsistency between RCW 6.13.040(1) and RCW 6.15.060(3)(d) and renders the declaration requirement essentially meaningless. *Contra Banowsky v. Backstrom*, 193 Wn.2d 724, 741, 445 P.3d 543 (2019) (courts must attempt to harmonize apparent conflicts whenever possible), *and G-P Gypsum Corp. v. Dep't of Revenue*, 169 Wn.2d 304, 309, 237 P.3d 256 (2010) ("Statutes must be interpreted and construed so that all the language used is given effect, with no portion rendered meaningless or superfluous.") (internal quotation marks and citation omitted).

In the end, the Court of Appeals supported its ultimate conclusion that the automatic exemption applied by pointing to the bill's legislative history. *Long*, 13 Wn. App. 2d at 725-26. While these interpretive tools can aid the Court in ascertaining legislative intent of an ambiguous statute, they cannot be used to rewrite the law ultimately passed. *Cerrillo*, 158 Wn.2d at 201. Moreover, the report does not support the Court of Appeals' conclusion. Fairly read, the report confirms the Legislature's desire to

"expand[]" "[t]he *definition* of homestead … to include any real or personal property that the owner uses as a residence." FINAL B. REP., SSB 5068 (1993) (emphasis added). This is undoubtedly true, but nothing in the report suggests the Legislature meant for all vehicles to be *automatically* exempt. The Court of Appeals was wrong to suggest otherwise.

This Court should reject the Court of Appeals' analysis, which conflated the "definition" of homestead (RCW 6.13.010) with the scope of the protection provided by the statutory exemption (RCW 6.13.070).

C. The Court of Appeals erred in finding a violation of the homestead exemption in RCW 6.13.070.

Even if a declaration of homestead were not required, the Court of Appeals erred in finding a violation of RCW 6.13.070. Under RCW 6.13.070(1), "[e]xcept as provided in RCW 6.13.080, the homestead is exempt from *attachment* and from *execution* or *forced sale* for the *debts of the owner* up to the amount specified in RCW 6.13.030." The scope of protection provided by the exemption is limited to actions that are "based on such debts" of the owner. *Tellevik v. Real Prop. Known as 6717 100th St. S.W. Located in Pierce Cty.*, 83 Wn. App. 366, 376-77, 921 P.2d 1088 (1996) (holding that civil asset forfeiture under RCW 69.50.505 is not subject to homestead protection because it "is not based on such debts"). Further, when interpreting the scope of the protection provided by RCW 6.13.070(1), distinct meanings must be assigned to the three terms chosen

by the Legislature to describe what actions are prohibited: "forced sale," "execution," and "attachment."

First, a "forced sale" is a nonconsensual sale to recover a debt. *Felton v. Citizens Fed. Savings & Loan Ass'n*, 101 Wn.2d 416, 423, 679 P.2d 928 (1984) (holding that a nonjudicial trustee sale is not a forced sale from which a homestead is exempt).

Second, an "execution" is the judicial "'mode of obtaining the debt recovered by judgment,'" such as a lien foreclosure proceeding. *Pinebrook Homeowners Ass'n v. Owen*, 48 Wn. App. 424, 431, 739 P.2d 110 (1987) (quoting *First Nat'l Bank v. Tiffany*, 40 Wn.2d 193, 196, 242 P.2d 169 (1952)).

And finally, an "attachment" is the physical seizure of property to secure a debt. The dictionary[5] defines "attachment" as "a *seizure or taking into custody* (of persons or property) by virtue of a legal process." WEBSTER'S THIRD NEW INT'L DICTIONARY 140 (2002) (emphasis added). This definition is consistent with Washington case law, *e.g.*, *Weber v. Laidler*, 26 Wash. 144, 146, 66 P. 400 (1901) (discussing "attachment" as involving seizure); *Jean v. Dee*, 5 Wash. 580, 582, 32 P. 460 (1893) (same), case law from other states, *e.g.*, *Stephenson Fin. Co. v. Burgess*, 82 S.E.2d

[5] This Court resorts to dictionary definitions to ascertain a term's plain and ordinary meaning. *State v. Sullivan*, 143 Wn.2d 162, 175, 19 P.3d 1012 (2001).

512, 514 (S.C. 1954) (discussing how liens can be "created by attachment" but not "describing" attachments as a *type* of lien), other secondary sources, *see* BLACK'S LAW DICTIONARY 123 (7th ed. 1999) (defining attachment as "[t]he seizing of a person's property to secure a judgment or to be sold in satisfaction of a judgment"), and basic statutory construction principles.[6]

No party has ever argued that there was any "execution." Thus, for the City to have violated the Homestead Act, there must have been either a "forced sale" for Mr. Long's debts or an "attachment" involving the physical seizure of property for Mr. Long's debts. As explained below, neither a "forced sale" nor "attachment" occurred, so the City never violated RCW 6.13.070(1).

1. There was never a "forced sale."

The Court of Appeals acknowledged that no actual forced sale occurred. *Long*, 13 Wn. App. at 729. Nevertheless, it concluded that the payment plan (to which Mr. Long consented) violated the statute because it amounted to a "threat" of forced sale. *Id.* In so doing, the Court of Appeals added words to chapter 6.13 RCW that the Legislature did not choose to include: neither "threat" nor "threatened" appear anywhere in the

[6] *Compare* RCW 6.15.060(2) (addressing situations when, "at the time of *seizure under execution or attachment of property* exemptible under RCW 6.15.010(3) (a), (b), or (c), the individual or the husband or wife entitled to claim the exemption is not present") (emphasis added) *with Cyr*, 195 Wn.2d at 502 (court must harmonize statutes where possible).

Homestead Act. The Court of Appeals insertion of those words contravened basic canons of statutory construction. *See Leishman*, slip op. at 9. Even assuming the City lacked the authority to threaten the sale of Mr. Long's truck, that would not transform the City's actions into an actual forced sale.

Even if there had been a sale, it would not have been a "forced sale for the debts of the owner" as provided in RCW 6.13.070(1). This was the conclusion reached by the Colorado Court of Appeals in an analogous situation. *See People v. Allen*, 767 P.2d 798, 800 (Colo. Ct. App. 1998). *Allen* arose from a forfeiture proceeding arising from an owner's property being declared a public nuisance. *Id.* at 799. The owner contended that the entire proceeding was foreclosed by Colorado's homestead exemption, which like Washington's law protected homesteads "from execution and attachment 'arising from any debt, contract, or civil obligation.'" *Id.* at 800 (quoting COLO. REV. STAT. § 38-41-201). The court rejected that argument, holding:

> The execution and attachment to which the property is subject in this case did not arise from debt, contract, or civil obligation, but from the property's adjudication as a public nuisance because of its use for criminal activity. Not having arisen from the listed sources, the execution and attachment here are not subject to the homestead exemption.

Id. That same rationale applies here. The putative sale would not have been made for some preexisting debt, but rather pursuant to a statutory scheme that defines public policy in Washington State: RCW 46.55.130(1). *Accord*

Tellevik, 83 Wn. App. at 376-77 (civil asset forfeiture is not based on the owner's debts). And as the City explains, even assuming there were an actual "sale" of the vehicle that was "for the debts of the owner," the sale of an impounded vehicle pursuant to RCW 46.55.130(1) would not be a "forced sale" within the meaning of RCW 6.13.070(1) because the owner indirectly consents to such a sale by violating the parking ordinance and then failing to retrieve the vehicle from the impound lot. *See* City's Suppl. Br. at 9-10 (citing *Felton*, 101 Wn.2d at 422).

In sum, no "sale" ever occurred, much less a "forced sale" for the owner's debts.

2. There was never an "attachment."

As noted above, RCW 6.13.070(1) expressly limits its protection to situations involving "attachment . . . for the debts of the owner." The Court of Appeals broadly read the term "attachment" to include any attempt to place a lien on property, whether automatic or by affirmative action. *Long*, 13 Wn. App. 2d at 726-28. While WSAMA agrees with the Court of Appeals' ultimate conclusion that no lien ever "attached" to Mr. Long's truck, it urges this Court to limit the term "attachment" to situations involving the physical seizure of property for the purpose of providing security to satisfy a debt. As explained above, that reading of "attachment" is consistent with (a) the dictionary, (b) other provisions of the Homestead

Act, (c) this Court's decisions applying the term, and (d) rules of statutory construction. *See supra* at 13-14 & nn. 5-6. This Court should hold that no "attachment" occurred because the only physical seizure of property happened not because of the purpose identified by RCW 6.13.070(1) (securing debt), but rather because of enforcement, *see* RCW 46.55.075, .080, .085, .113.

In a new argument raised for the first time in his Supplemental Brief, Mr. Long urges this Court to find that the automatic lien on impounded vehicles created by RCW 46.55.140(1) was an "attachment" that violated the exemption in RCW 6.13.070(1) because the lien is "possessory" in nature. Long's Suppl. Br. at 23-25. The Court should reject this argument. First, Mr. Long's view presupposes that one statute's public policy is superior to another's. But as stated above, all statutes represent the public policy of this State. *Cary*, 130 Wn.2d at 340; *Riksem*, 47 Wn. App. at 511. Mr. Long does not seriously contend that RCW 46.55.140(1) is unconstitutional, which means the statute must be enforced as written and harmonized with other statutes. *Geschwind v. Flanagan*, 121 Wn.2d 833, 841, 854 P.2d 1061 (1993) ("We are obliged to give the plain language of a statute its full effect, even when its results may seem unduly harsh.").

Second, the argument necessarily forces the Court to unnecessarily manufacture a conflict between the Homestead Act and chapter 46.55

RCW. Basic rules of statutory construction forbid this view. *Banowsky*, 193 Wn.2d at 741 (court must harmonize statutes to the extent possible to avoid conflict). But even when an "apparent conflict[] [exists] between" statutes, "courts generally give preference to the more specific and more recently enacted statute." *Tunstall v. Bergerson*, 141 Wn.2d 201, 211, 5 P.3d 691 (2000). RCW 46.55.120, which authorizes the imposition of costs and a towing lien when an individual parks illegally, has been revised and fine-tuned 11 times since the Homestead Act was amended in 1993 to encompass personal property.[7] Given that chapter 46.55 RCW is more specific to impoundment and recent compared to the Homestead Act, it should control.

Additional reasons compel rejection of Mr. Long's newfound argument. It conflates two separate provisions of chapter 46.55 RCW: the provision that *authorizes* impoundment of unauthorized vehicles and the provision that *creates a lien* upon impoundment: RCW 46.55.140(1). RCW 46.55.085 authorizes the towing operator to impound unauthorized vehicles for the purpose of parking enforcement, not to secure a debt. RCW 46.55.140(1) subsequently creates a lien because of the impoundment. That fact that the towing company took possession does not transform the lien

[7] *See* LAWS OF 1995, ch. 360, § 7; LAWS OF 1996, ch. 89, § 2; LAWS OF 1998, ch. 203, § 5; LAWS OF 1999, ch. 327, § 5; LAWS OF 1999, ch. 398, § 7; LAWS OF 2000, ch. 193, § 1; LAWS OF 2003, ch. 177, § 2; LAWS OF 2004, ch. 250, § 1; LAWS OF 2009, ch. 387, § 3; LAWS OF 2013, ch. 150, § 1; LAWS OF 2017, ch. 152, § 1.

subsequently created by RCW 46.55.140(1) into an a prohibited "attachment . . . for the debts of the owner." RCW 6.13.070(1).

Nor does the fact of physical possession transform the City's subsequent actions into a prohibited "attachment." The City's retention of Mr. Long's previously-impounded vehicle until Mr. Long entered into a payment plan is akin to the City of Chicago's policy of retaining vehicles in *Fulton*, 141 S. Ct. at 592-93. Because the towing company had already taken physical possession when Mr. Long entered into the payment plan, the plan cannot constitute "attachment" in the sense of physical seizure. For these reasons, there was no "attachment" under RCW 6.13.070(1).

Finally, Mr. Long's alternative interpretations of the Homestead Act would yield absurd results, violating yet another rule of construction. *See Tingey v. Haisch*, 159 Wn.2d 652, 664, 152 P.3d 1020 (2007). Accepting Mr. Long's expansive definition for "attachment" would mean the Homestead Act is violated every time a towing company tows a vehicle that someone is occupying as a residence, even when the towing company and the local government have no way of knowing whether a vehicle is so occupied.[8] The Court should decline Mr. Long's invitation.

[8] As the City aptly explains, it would also mean the Homestead Act is violated every time a judgment is entered against a person who owns real property that constitutes a homestead. Effectively, this would mean cities could never obtain an order abating a nuisance caused

VI. CONCLUSION

Liberal construction is not a license to rewrite statutes. "Just as [courts] 'cannot add words or clauses to an unambiguous statute when the legislature has chosen not to include that language,'… [courts] may not delete language from an unambiguous statute." *State v. J.P.*, 149 Wn.2d 444, 450, 69 P.3d 318 (2003) (quoting *State v. Delgado*, 148 Wn.2d 723, 727, 63 P.3d 792 (2003)). The City of Seattle's actions did not run afoul of the Homestead Act, and the Court of Appeals was wrong to say otherwise.

This Court should reverse that decision.

RESPECTFULLY SUBMITTED this 5th day of February, 2021.

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by a dilapidated house that threatens the health, safety, and welfare of its citizens. The law says otherwise. *See* ch. 7.48 RCW.

CERTIFICATE OF SERVICE

I certify that on the date referenced below, I served this document by electronic filing via the Washington State Courts Appellate Portal System, which will send notification to all counsel of record as listed below:

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