

1
2
3
4
5
6
7 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
8 **IN AND FOR THE COUNTY OF THURSTON**

9 **KELLIE GREER and CHRIS GREER,**

10 Plaintiffs,

11 vs.

12 **STATE OF WASHINGTON;**
13 **WASHINGTON DEPARTMENT OF FISH**
14 **AND WILDLIFE;**

15 Defendants.

Case No.: 17-2-06464-34 (Murphy)

**COMPLAINT FOR DECLARATORY AND
INJUNCTIVE RELIEF**

16 Plaintiffs **KELLIE GREER and CHRIS GREER**, through attorney of record **ADAM**
17 **P. KARP of ANIMAL LAW OFFICES**, allege:

18 **JURISDICTION, PARTIES, AND VENUE**

19 **1.** This court has subject-matter jurisdiction over this action.

20 **2.** Plaintiffs **KELLIE GREER and CHRIS GREER** are a married couple residing
21 in West Seattle, King County and are the owner-guardians of **MAE**, the intact female, seven-
22 and-a-half-year-old raccoon at issue.

23 **3.** Defendant **DEPARTMENT OF FISH AND WILDLIFE (“WDFW”)** is an
24 agency of Defendant **STATE OF WASHINGTON**.

25 **4.** This court has personal jurisdiction over all defendants.

COMPLAINT - 1

ANIMAL LAW OFFICES OF
ADAM P. KARP, ESQ.
114 W. Magnolia St., Ste. 400-104 • Bellingham, WA 98225
(888) 430-0001 • Facsimile: (866) 652-3832
adam@animal-lawyer.com

1 5. Venue is proper.

2 **GENERAL ALLEGATIONS**

3 6. Plaintiffs Chris and Kellie Greer found Mae in a developed, residential, urban
4 area near their home on or about June 21, 2010.

5 7. Mae was orphaned with eyes not yet opened. An adult raccoon, ostensibly her
6 mother, had been found dead in the near roadway.

7 8. Despite waiting for several hours, no parent came.

8 9. Concerned for her wellbeing, the Greers contacted the Progressive Animal
9 Welfare Society (“PAWS”), Sarvey Wildlife Care Center, and several other rehabilitation
10 facilities. None had room for Mae. PAWS said they would have to euthanize her.

11 10. Not wanting her to die, the Greers called WDFW for guidance. A speaking agent
12 for WDFW told the Greers to contact the same rehabilitation facilities they already had reached
13 out to.

14 11. The Greers kept searching and found the permitted rehabilitation facility named
15 Wolftown on Vashon Island, Washington.

16 12. Though Wolftown lacked space for Mae, they deemed the Greers subpermittees
17 under their rehabilitation permit but required that Mae be leashed whenever outside the Greers’
18 residence, that they build her an outdoor enclosure, that they ensure she would not roam at-large,
19 and that they furnished appropriate veterinary attention as needed.

20 13. The Greers abided these restrictions placed by the permittee.

21 14. The Greers remained under Wolftown’s permit until its closure circa 2013.

22 15. The Greers established Mae as a patient with The Center for Bird and Exotic
23 Animal Medicine in Bothell, Wash. in 2014 and have taken her there for treatment since.
24
25

1 **16.** Mae became a close family member to the Greers, which consisted of Chris and
2 Kellie, their two children, two cats, koi, and chickens, without once inflicting injury to any of
3 them. The only home Mae ever knew after being rescued on June 21, 2010 was the Greer
4 residence.

5 **17.** The Greers never treated Mae like a circus attraction. Rather, they spoiled her.
6 Neighbors, young and old, have positively interacted with Mae, even taking pictures with her.
7 Seattle Police Department officers have done the same.

8 **18.** Every October/November from 2010 through 2017, inclusive, during white-tailed
9 deer season, the Greers went camping near Game Management Unit 105 and, each time, they
10 took Mae.

11 **19.** For most every time the Greers went camping with Mae during white-tailed deer
12 season in October/November from 2010 through 2016, inclusive, WDFW game wardens
13 observed the Greers with Mae when asking them to produce tags for fish and wildlife taken
14 during those trips. Instead of citing, threatening to cite, warning, or otherwise admonishing the
15 Greers against keeping her, the wardens fawned over her, took pictures with her, and, thus,
16 encouraged the Greers to continue keeping the clearly tamed and human-friendly raccoon. When
17 at the campground, Mae was in a harness and always under control, never constituting a
18 nuisance.
19

20 **20.** In 2013, the Greers had Mae with her at the WDFW game check stop at the top of
21 Miles Creston Rd. where the Greers walked Mae on leash as they took their deer teeth. After
22 explaining that they were working with Wolftown, no WDFW officer cited, threatened to cite,
23 warned, or otherwise admonished the Greers against keeping her. Instead, the officers said they
24 did not care “at all” and went back to their business.
25

COMPLAINT - 3

ANIMAL LAW OFFICES OF
ADAM P. KARP, ESQ.
114 W. Magnolia St., Ste. 400-104 • Bellingham, WA 98225
(888) 430-0001 • Facsimile: (866) 652-3832
adam@animal-lawyer.com

1 **21.** Mae has never been the subject of a citation issued by any governmental agent,
2 local, state, or federal.

3 **22.** Seattle Police Department officers and even federally employed park rangers at
4 the Icicle Creek Campgrounds expressed only fascination, exclaiming over Mae's docility and
5 whimsy, never threatening seizure.

6 **23.** Procyons (i.e., raccoons) are not listed as potentially dangerous wild animals
7 under RCW 16.30.010(2).

8 **24.** President Calvin Coolidge and his wife Grace Coolidge owned and cherished a
9 raccoon named Rebecca.

10 **25.** While camping, the Greers stopped at a gas station in Coolie City, Washington at
11 about 4 a.m. on November 17, 2017. Chris was pumping gas while Kellie walked Mae, on leash.

12 **26.** Minutes later, a WDFW boat officer drove in to refuel. The officer asked Chris
13 questions about Mae, which Chris honestly and forthrightly answered. This officer never warned,
14 cited, threatened to cite, or seized Mae, nor admonished the Greers that they could not lawfully
15 possess her, but, instead, admired her on the leash.

16 **27.** On November 26, 2017, during the Seahawks game, a WDFW officer came to the
17 Greers' home and seized Mae.

18 **28.** The officer rang the doorbell, prompting Kellie to open the door. He explained he
19 was there due to a report from a colleague about a raccoon. She acknowledged having a raccoon,
20 and identified her as Mae. He asked how old she was. Kellie said seven. She then asked if the
21 officer would like to come inside and meet Mae. At no time did Kellie know or have any reason
22 to believe that he was there to seize Mae.

23 **29.** The officer entered the Greer home. Mae smelled the officer but took no
24
25

1 aggressive action. She then resumed playing in the house with the Greers' cats. Meanwhile,
2 Kellie told the officer how they found Mae, and when.

3 **30.** A short period later, while still inside the home, the officer exclaimed, "I need to
4 take her." Kellie asked if he must do so. The officer said yes. She said, "Today?" He said yes.
5 Feeling as though she had no choice in the matter, and under duress, she asked if there were way
6 to wait for Chris to get home so he could say goodbye. The officer asked if Chris were close by.
7 Kellie said she did not know but could call him. The officer said he did not want this to become a
8 "big deal."

9 **31.** The officer asked Kellie if she had a transport kennel for Mae, as his carriers only
10 would fit a small cat or dog. Kellie retrieved the carrier used for to take Mae to the veterinarian
11 and put her in it. She helped him carry her to his vehicle. He asked if it would be acceptable to
12 put Mae in the back, or whether she should travel inside his cab. Kellie said inside. As the kennel
13 did not fit inside the conventional way, they stood it up on end in his backseat. The officer asked
14 if she could escape. Kellie said no. He then shut the door and went around to the driver's side of
15 the vehicle. Kellie asked for a card. He wrote down the case number on the back of a business
16 card and handed it to her.
17

18 **32.** After the officer left with Mae, Kellie suffered acute mental anguish. When Chris
19 came home, he, too, suffered.

20 **33.** To date, at no time have WDFW officers given the Greers a citation, notice of
21 violation, or any other document noticing them in writing as to the alleged basis for taking Mae,
22 or providing them with a meaningful opportunity to be heard before an impartial arbiter before or
23 after the seizure.

24 **34.** Without any waiver intended or implied, the Greers do not believe, for the reasons
25

1 stated herein, they need to obtain a permit to keep Mae, but nonetheless allege that any such
2 application would prove futile based on presuit conversations between the Greers' counsel and
3 WDFW Assistant Director Eric Gardner and WDFW counsel Neil Wise.

4 **35.** She was thereafter taken to PAWS of Lynnwood.

5 **36.** On information and belief, she will be transported this week to the Central Valley
6 Animal Rescue in Quilcene, Washington.

7 **37.** The Greers will not be permitted to have direct contact with Mae while at CVAR.

8 **38.** Demand for return of Mae has been made upon the Defendants, yet they refuse to
9 return her.

10 **39.** The State was, and continues to be, in unlawful possession and wrongful
11 detention of Mae.

12 **40.** Defendants' acts and omissions, including willful refusal to return Mae, have
13 unlawfully deprived the Greers of same and caused economic and noneconomic damages.

14 **41.** Mae was not taken for a tax, assessment, or fine pursuant to a statute and has not
15 been seized under an execution or attachment against the Greers' property.

16 **42.** The Greers had exclusive, actual and uninterrupted, open and notorious, and
17 hostile possession of Mae from June 21, 2010 through November 26, 2017, more than double the
18 period for adverse possession of personalty.

19 **43.** Defendants abandoned Mae by failing to permit and solicit adequate rehabilitation
20 facilities for orphaned raccoons and failed to comply with its statutory mandate to provide for
21 such wards. Such responsibility was foisted upon the Greers, who assumed it with love, passion,
22 and safety.

23 **44.** Defendants are equitably estopped from dispossessing the Greers of Mae based on
24
25

1 statements and acts inconsistent with the claim later asserted, upon which statements and acts the
2 Greers faithfully relied, and upon which later asserted claim the Greers have suffered
3 irremediable, imminent, and ongoing injury resulting from the Defendants' contradiction and
4 repudiation of earlier statements and acts.

5 **45.** The Greers obtained equitable and legal title in Mae.

6 **46.** The Greers are the rightful owners of Mae.

7 **47.** The Greers have a superior right of possession to that of the Defendants in Mae.

8 **48.** The Greers have incurred, and continue to incur, substantial attorney's fees and
9 costs in order to recover Mae.

10 **49.** The Greers have each suffered, and continue to suffer, substantial emotional
11 distress, reduction in enjoyment of life, and other noneconomic damages over the seizure of Mae
12 as herein described.

13
14 **Pursuant to CR 8(e)(2), the Greers plead alternatively and cumulatively:**

15 **50. Claim I:** Replevin.

16 **51. Claim II:** Injunctive Relief (preliminary and permanent) ordering immediate
17 return of Mae.

18 **52. Claim III:** Declaratory Judgment confirming the Greers' exclusive ownership
19 and right to possess Mae without any restriction.

20 **53. Claim IV:** Equitable Relief (including estoppel, laches, unclean hands,
21 abandonment, and other equity-based doctrines).

22 **54. Reservation of Rights:** the Greers will amend the *Complaint* to allege tort claims
23 following the sixtieth day of service of the *Tort Claim Form* upon the State of Washington,
24 pursuant to Ch. 4.92 RCW, including, *inter alia*, outrage, conversion, and trespass to chattels.

25 **PRAYER**

1 WHEREFORE, the Greers seek judgment against the Defendants as follows:

2 A. For an order and writ of replevin of Mae, including an order to break and enter;

3 B. For declaratory relief as stated above;

4 C. For injunctive relief as stated above;

5 D. For equitable relief as stated above;

6 E. For reasonable attorney's fees as allowed by statute and equity, or, in the alternative,
7 statutory attorney's fees;

8 F. For costs of suit;

9 G. For postjudgment interest at 12% per annum or the highest rate permitted by law,
10 whichever is higher, pursuant to RCW 4.56.110;

11 H. For such other and further relief as the Court may deem just and proper.

12 Dated this December 5, 2017

13 ANIMAL LAW OFFICES

14 
15 /s/ Adam P. Karp

16 Adam P. Karp, WSBA No. 28622
17 Attorney for Plaintiffs Greer