

In August 2021 the Mason County Superior Court ruled that Mason County Fire District 6 altered (falsified) public records under the control of District 6 Fire Chief Clint Volk. The Court upheld this decision on October 18, 2012. **Exhibit A** Chief Volk (with full awareness of the three District 6 Commissioners) provided falsified records to the State Auditor during the District's 2021 audit. Despite the District having provided the falsified records to the State Auditor, the Auditor still found numerous findings of wrongdoing. The District Commission (who were fully aware of the Auditor's findings of wrongdoing) deceived the public prior to a District 6 levy lid lift vote. The District did this in several ways. First, the District falsely documented in their April 20, 2021, Commission Meeting Minutes that the District received a "clean audit" from the State Auditor. Secondly, the District sent out mass mailers to voters just prior to the lid lift vote that "ENDORSED AS FACT BY YOUR THREE ELECTED FIRE COMMISSIONERS" (original emphasis) that "In 2021, an extensive audit by the State of Washington found no evidence of wrong doing (sic) by Fire District 6." **Exhibit B** This was blatantly false and designed to mislead voters. As a disabled veteran with 30 years active-duty military service this appalls me.

On Monday August 9, 2021, I responded to a notice in the newspaper asking for opposition statements to the District #6 levy lid lift vote. The District apparently claimed they could find no one opposing the levy lid lift to write an opposition. The County Auditor was then compelled to put a notice in the newspaper with specific instructions to contact the Election Office if someone wanted to volunteer to write an opposition statement. The notice did not say to directly contact the County Auditor, Paddy McGuire. **Exhibit C** I followed the instructions printed in the notice by contacting the Local Election Office Superintendent (Marie Stevenson) and told her that I would like to provide the Argument Against the upcoming District 6 Levy. This occurred prior to the volunteer cut-off date listed in the notice. I then had several emails and phone calls with Ms. Stevenson to ensure I was complying with the Mason County Auditor Admin Rules for the submission of the opposition letter. At no time did Ms. Stevenson indicate to me that someone else had been appointed to write the Argument Against.

On Friday August 13, 2021 at 3:50 pm a properly signed and formatted argument against was submitted by Mr. Hamilton. Mr. Hamilton had agreed to write the opposition for the Voter Pamphlet. On Friday August 13, 2021 at 3:52 pm Ms. Cheryl Williams submitted an unsigned and improperly formatted argument. Ms. William's argument was not in paragraph form or signed as required by the County Admin Rules. On Friday August 13, at 4:11 pm the County Auditor (Paddy McGuire) appeared for the first time (in email) and told Mr. Hamilton that he had appointed Ms. Cheryl Williams to write the argument against and that Mr. Hamilton's argument would not be printed in the Voters Pamphlet – despite my ongoing conversations and emails with the County Election Superintendent that indicated my letter (done by Mr. Hamilton) would be used.

In reviewing this matter, I found RCW 29A.32.280 that requires a formal appointment to the person writing the opposition argument. It states the Authority (County Auditor preferred) shall *formally* appoint an argument against committee. The County Auditor did not do this. Local Admin Rules require a signature from an individual submitting an argument against. Ms. Williams did not have a committee – she alone was the committee. Without her signature it is not an argument from an individual – it is only an argument from an unverified email address. In contrast, I timely responded to the correct point

of contact given in the notice and volunteered to provide an opposition letter. I had ensured the letter submitted conformed to the County Auditor's Admin Rules through my on-going communication with the County Election Supervisor. At no time did the Election Superintendent indicated to me that a Ms. Williams had volunteered to write the opposition statement. It appears from the record of emails (available to the PDC upon request) that Mason County Auditor Paddy McGuire and his election Superintendent were not communicating with each other. McGuire was making informal promises to Cheryl Williams while the Election Superintendent was communicating with me about the individual, I had lined up to write the opposition.

As soon as I became aware of Ms. Williams involvement, I contacted her. She agreed that Mr. Hamilton's letter should be used instead of hers because it better inform voters. Ms. Williams contacted Paddy McGuire about wanting to use Hamilton's opposition letter instead of hers, but Paddy McGuire refused to make the change requested by Ms. Williams.

Mason County Auditor Paddy McGuire was unyielding and refused to fix this problem – a problem that reasonably appears to be of his own making (making his own informal agreements on the side with Ms. Williams and failing to inform his election staff about what he was doing). Mason County Admin Rules gave Mr. McGuire the authority to resolve the issue on his own (last par. of Admin Rules) – but he didn't. Instead, Mr. McGuire admitted no fault by himself or his Election Office and hid behind arbitrary and capacious interpretation of his own admin rules.

Based on Mason County Superior Court ruling that Fire District 6's falsified records (given to the State Auditor) and the quagmire I have explained above, I felt a civic duty to inform voters about the smoke being blown up their butts by Fire District 6 prior to a lid lift vote effecting their taxes. That civic duty compelled me to use my own personal funds to mail out Mr. Hamilton's letter to voters that Mr. McGuire would not place in the Voters Pamphlet. I was not aware I was a PAC or that I violated any law. I am aware now of the requirement to report the cost I incurred to inform voters of the deceptive practices of Mason County Fire District 6. I have attached the receipt for my expenditure at **Exhibit D**.

Jeffrey Brittig

☐ EXPEDITE
☒ Hearing is set:
Date: September 13, 2021
Time: 1:30 p.m.
Judge/Calendar: Civil Motions

RECEIVED & FILED
Mason County Clerk

OCT 18 2021

Superior Court of WA
Sharon Fogo

SP 2

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF MASON

JEFFREY BRITTIG,

Plaintiff,

vs.

MASON COUNTY FIRE DISTRICT 6, a
public agency,

Defendant.

NO. 20-2-00171-23

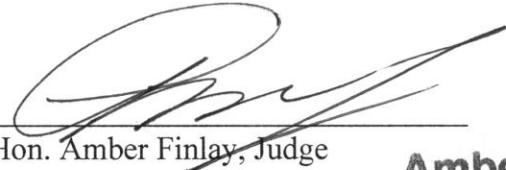
**[PROPOSED] ORDER GRANTING
DEFENDANT'S MOTION FOR
RECONSIDERATION**

20-2-00171-23
ORDYMT 140
Order Denying Motion Petition
11216307



This matter came before the Court on Defendant Mason County Fire District 6's Motion FOR Reconsideration under CR 59(a)(1), (3), (7), (8), and (9). Based thereon, and upon the pleadings on file in this case, and otherwise being fully advised on the matter, the Court hereby ~~GRANTS~~ ^{denies} the Motion for Reconsideration, determines that Defendant Mason County Fire District 6 ~~has not~~ violated the Public Records Act as alleged ~~herein~~ and ~~DISMISSES this matter with prejudice.~~

Dated this 18 ^{Oct} day of ~~September~~, 2021.


Hon. Amber Finlay, Judge

Amber Finlay

**[PROPOSED] ORDER GRANTING MOTION
TO CONDUCT JUDICIAL REVIEW - 1
Cause No.: 20-2-00171-23**

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KAMERRER & BOGDANOVICH, P.S.
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1 **Presented by:**

2 LAW, LYMAN, DANIEL, KAMERRER
3 & BOGDANOVICH, P.S.

4 

5 Jeffrey S. Myers, WSBA #16390
6 Attorney for Defendant Mason County Fire District 6

7 **Approved as to form:**

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9 _____
10 Renee Stein, WSBA #21164
11 Attorney for Plaintiff
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FIRE LEVY LID LIFT FACTS

ENDORSED AS FACT BY YOUR THREE ELECTED FIRE COMMISSIONERS

RICHARD HEINRICH

TROY WOODARD

MIKE SHEETZ

- . The Union Fire Department's annual tax revenue is \$830,000.
- . Our Reserve Account is currently \$186,000.
- . In 2021, an extensive audit by the State of Washington found no evidence of wrong doing by Fire District 6.
- . The Union Fire Department responded to 450 calls for emergency services in 2020 and are on pace to run 490 emergency calls in 2021.

**PLEASE CONTACT YOUR FIRE COMMISSIONERS WITH ANY
QUESTIONS YOU HAVE
(360) 898-4871**

MASON COUNTY FIRE DISTRICT 6
PO Box 39
Union, WA 98592

Postal Patron
Union, WA 98592

PRSR STD
ECRWSS
U.S. POSTAGE
PAID
EDDM RETAIL



Mason County Fire Protection District No. 6
Proudly serving Union, WA for the past 59 years

**volunteers for
committees to
write arguments**

The Mason County Auditor's Office is looking for volunteers to write arguments against several measures on the Nov. 2 general election ballot.

The Mason County voters' pamphlet will contain a summary of each ballot measure, followed by an argument for and against the measure. Written arguments can be up to 250 words.

Fire District No. 6 levy, Fire District No. 16 EMS levy, Alderbrook joining Mason PUD 1 and North Mason School District No. 403 renewal of educational programs levy do not have an argument against committee.

The Mason County Auditor will make appointments to the against committee on a first come, first serve basis. The deadline to volunteer for an against committee is 4 p.m. on Tuesday.

To volunteer, please contact the
Mason County Election Department
at 360-427-9670 or at elections@masoncountywa.gov.

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For more information on our plans, visit www.fda.gov or Federal Register websites.

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YOUR RECEIPT



2130 S. 7th Avenue
Phoenix, AZ 85007
888-681-1214

ORDER INFORMATION

Jeff Brittig
NA

9/27/2021
Receipt #: 120733
Order #: 91649

Union, MA 01586
(617) 234-1234
jeff.brittig@xpressdocs.com
Customer # 123456789

EDDM® Product

6.25" x 9" EDDM® Postcard

Stock: Minimum 7pt C2S (USPS Compliant)
Ink: 4/4 - Full Color Both Sides
Bleed: Bleed
Fold: No Fold

DESIGN

Custom Design: I will upload my files later.

Campaign Target

Map Name
DIST 6

Route Description
Your selection of 3 carrier routes, across 1 ZIP Code™ targeting Residential, Business and Post Office Box deliveries will reach 1,333 postal customers.

Every Door Direct Mail® Drops

Estimated Delivery Dates	Drop	Pieces	Routes
10/11/2021 - 10/16/2021	1	1,333	98592PBOX , 98592H093 , 98592H085

Delivery windows are estimates only and are not guaranteed by the USPS.

*Our estimated delivery dates are a calculation of several factors including: artwork pre-flighting and approval, production and mail preparation time, shipping methodologies, the final shipping destination, USPS processing and USPS delivery. The USPS is responsible for final delivery of the mail.

Every Door Direct Mail®

1,333 pieces

\$773.14

SUBTOTAL**\$773.14****Total****\$773.14****PAYMENT INFORMATION**

Payments/Credits

(\$773.14)

Balance

\$0.00

Thank you for your payment of \$773.14. Your order is paid in full.

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Amazingmail Terms of Use

Last Modified: 4/10/2020

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The following terms of use ("Terms of Use"), together with our privacy policy, terms and conditions, govern your access to and use of the Website, including any content, functionality and services offered on or through the Website, whether as a guest or a registered user.

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