

FILED
DEC. 18, 2012
In the Office of the Clerk of Court
WA State Court of Appeals, Division III

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION THREE

MONICA WALTERS, a single woman,)	No. 29761-6-III
)	
Appellant,)	
)	
v.)	UNPUBLISHED OPINION
)	
YOUNG WOMEN’S CHRISTIAN)	
ASSOCIATION, a Washington nonprofit)	
corporation,)	
)	
Respondent.)	
)	

Kulik, J. — Monica Walters brought this suit against her former employer, Young Women’s Christian Association (YWCA), alleging wrongful termination based on breach of contract and disability discrimination, and the common law tort of invasion of privacy/false light. The court rejected these claims after a two-week trial.

On appeal, Ms. Walters asserts (1) the court abused its discretion by failing to rule on her CR 50 motion, (2) the court erred by concluding that Ms. Walters was an at-will employee, and (3) the court erred by concluding that the YWCA did not violate any duty owed to Ms. Walters when it wrongfully interfered with her contractual rights and duties

as the executive director of the organization. Ms. Walters asks this court to reverse the court's findings and conclusions, and judgment, and to remand this case for a new trial.

We agree with the trial court and affirm the judgment in favor of the YWCA.

FACTS

Monica Walters was employed by the YWCA as its executive director from November 19, 1996, until on or about February 24, 2009. The terms and conditions of the parties' employment agreement were defined, in-part, by the YWCA's bylaws and board policies. The parties disputed whether the 2006 or 2008 bylaws applied.

The trial court concluded that Ms. Walters was an at-will employee based on the provisions of the YWCA handbook. The court noted that the terms and conditions of the bylaws and board policies did not change her status.

In March 2008, Ms. Walters hired Denette Hill as the finance director for the YWCA. On December 29, 2008, Ms. Walters discharged Ms. Hill from her employment with the YWCA. Between these dates, Ms. Walters and Ms. Hill had numerous disagreements regarding the financial condition of the YWCA, the reasons for those conditions, and the solutions necessary to deal with those financial conditions that directly affected the YWCA's future.

Historically, Ms. Walters's performance as executive director had been dedicated,

hard working, loyal, and committed. However, during the troubled economic times, her responsibilities grew and put pressure on her. For example, the campaign goal was to raise \$40 million, of which \$14 million was for the YWCA; Ms. Walters was one of the leaders of the campaign.

These additional duties complicated her ability to put energy into her other executive director responsibilities. As a result, Ms. Walters promoted Amy Kirsh to be the associate executive director. Ms. Kirsh picked up some of Ms. Walters's executive director job duties. Ms. Walters and Ms. Kirsch had to work closely together to be effective and efficient in performing executive director responsibilities. Their working relationship required trust and loyalty, which some YWCA employees perceived as a dominating two-person management team. This in turn created skepticism, suspicion, and a lack of trust in their decisions.

The board of directors and the executive committee became aware of significant disagreements between Ms. Hill and Ms. Walters relating to the YWCA's financial condition. The court found that the board and the executive committee "strongly believed that Ms. Hill's financial expertise and guidance were absolutely necessary in order for the YWCA to properly identify and develop plans and procedures to deal effectively and successfully with present financial conditions." Clerk's Papers (CP) at 162-63. Factors

contributing to this financial crisis included management and oversight failures, embezzlement issues, and the overall financial crisis experienced across the nation.

Eventually, on December 29, 2008, Ms. Walters terminated Ms. Hill.

The board and the executive committee became angry when advised of Ms. Hill's termination and they resolved to reverse this decision. Significant differences of opinion regarding the authority and responsibilities of each role—executive director versus financial director—the process and development of budgets, their contents and goals, among other issues, permeated and fostered further emotional and heated discussions between the board and Ms. Walters.

Ms. Walters requested a leave of absence, which was granted. Although the word “accommodation” was used in the request, nothing was specifically requested other than a leave of absence. After a two to three month period in late 2008 and early 2009, the board determined that Ms. Walters's work as executive director was not satisfactory. The board voted in excess of a two-thirds majority vote to terminate Ms. Walters's employment.

As early as January 28, 2009, Ms. Walters determined that the job environment was unacceptable and created significant stress that would require her to change her job. From that point, she struggled with how to change jobs and provide for her future

security. Ms. Walters left for a vacation in Hawaii in January 2009.

In early January 2009, Ms. Hill called board members Virginia Bott and Jennifer Senske regarding her concerns and opinions related to the YWCA's condition and Ms. Walters's mismanagement. Trish McFarland, development director of the YWCA, was also concerned about Ms. Walters's mismanagement. Ms. McFarland spoke with board member Cynthia Benzel about these concerns. Ms. Bott, Ms. Senske, and Ms. Benzel also discussed these financial concerns. Ms. Walters was not aware of these conversations because she was on vacation.

Ms. Bott called Ms. Hill and asked whether she would be willing to return as finance director for the YWCA if the board could resolve the conflict issues between Ms. Hill and Ms. Walters. Ms. Hill agreed.

On January 20, 2009, after returning from her vacation, Ms. Walters presented a proposed budget for the fiscal year 2009 to board treasurer Ms. Senske. Dissatisfied with the format, Ms. Senske rejected the budget. The next day, the board met with Ms. Walters to discuss financial issues. The board raised the question of whether Ms. Hill should be rehired. Ms. Walters asked for 48 hours to consider this option.

Two days later, the executive committee met with Ms. Walters. Ms. Walters told the executive committee that she was willing to hire a new finance director as soon as

possible, but that she believed that she was being forced to do so, and that the board had a special relationship with Ms. Hill.

At the January 27 board meeting, board treasurer, Ms. Senske, refused to distribute Ms. Walters's proposed budget to the full board. Ms. Bott made a motion recommending that Ms. Walters rehire Ms. Hill as finance director. However, there was no second and the motion was withdrawn. During this same meeting, Ms. Senske said that Ms. Hill was willing to return on her terms, and that staff members told Ms. Senske that Ms. Walters was "mean and abusive." CP at 166.

After the board meeting, Ms. Walters was seen by her healthcare provider, a physician's assistant, and was diagnosed with anxiety and depression. Ms. Walters also sought legal advice from an attorney, Gregg Arpin. Mr. Arpin wrote a letter to Deborah Booth, president of the YWCA board of directors, detailing Ms. Walters's concerns and conveying Ms. Walters's offer to resign on February 5, subject to certain conditions. Ms. Walters's healthcare provider wrote a note regarding the need for a two-week leave of absence. Among other things, the provider explained that Ms. Walters's job was creating stress for her and that the anxiety spells "she is having with [the] increase in work load the last few [weeks] has become especially debilitating." CP at 167.

Ms. Walters e-mailed her staff at the YWCA and advised them of her medical

leave. Ms. Walters's healthcare provider wrote another note on February 13, 2009, stating it was imperative that Ms. Walters's leave be extended.

The board met on February 10 to discuss Mr. Arpin's letter. The board appointed Trish McFarland as interim executive director for the period of February 16 until February 24. The board also rehired Ms. Hill. On February 24, the board voted to release Ms. Walters.

On March 11, an article appeared in the Spokesman-Review reporting that board president Deborah Booth said that Ms. Walters resigned for medical reasons.

Ms. Walters brought suit against the YWCA alleging wrongful termination based on breach of contract and disability discrimination. She also alleged a common law tort claim of invasion of privacy/false light. The matter was tried before the trial court without a jury. The court issued findings of fact and conclusions of law rejecting all of Ms. Walters's claims.

The court concluded that Ms. Walters was an at-will employee, that the board complied with its required two-thirds vote to terminate Ms. Walters, that the board did not violate any obligation owed to Ms. Walters, that the board did not unlawfully discriminate against Ms. Walters, that the board did not wrongly interfere with a contractual right, that the YWCA did not publish false information or place Ms. Walters

No. 29761-6-III
Walters v. YWCA

in a false light, that the YWCA did not breach any covenant of good faith or fair dealing, and that Ms. Walters failed to prove that any of her damages were caused by her termination.

Ms. Walters appeals. Ms. Walters asks this court to reverse the judgment of the trial court and remand the case for a new trial.

ANALYSIS

We review the court's decision to determine whether substantial evidence supports the court's findings of fact, and whether those findings support the conclusions of law.

State v. Broadaway, 133 Wn.2d 118, 130-31, 942 P.2d 363 (1997). Unchallenged findings are verities on appeal. *State v. Hill*, 123 Wn.2d 641, 647, 870 P.2d 313 (1994).

We review conclusions of law de novo. *State v. Johnson*, 128 Wn.2d 431, 443, 909 P.2d 293 (1996).

A finding of fact will not be overturned if it is supported by substantial evidence. *See Thorndike v. Hesperian Orchards, Inc.*, 54 Wn.2d 570, 575, 343 P.2d 183 (1959).

“Substantial evidence exists if the record contains evidence of sufficient quantity to persuade a fair-minded, rational person of the truth of the declared premise.” *Bering v. Share*, 106 Wn.2d 212, 220, 721 P.2d 918 (1986).

YWCA's Bylaws. When a meeting of a Washington nonprofit corporation is not in

No. 29761-6-III
Walters v. YWCA

accordance with its bylaws, its proceedings are void. *E. Lake Water Ass'n v. Rogers*, 52 Wn. App. 425, 426, 761 P.2d 627 (1988).

CR 52(a)(1) provides that in all actions tried upon the facts without a jury, the court shall find the facts specially and state separately its conclusions of law. The requirement of this rule is fulfilled when the findings of fact and conclusions of law are read with the trial judge's oral rulings. *State v. LaRue*, 5 Wn. App. 299, 306, 487 P.2d 255 (1971). The degree of particularity required in the findings of fact must necessarily be gauged by the case at hand. *Groff v. Dep't of Labor & Indus.*, 65 Wn.2d 35, 40, 395 P.2d 633 (1964).

The parties disagree as to which version of the YWCA's bylaws was in effect at the time of Ms. Walters's termination. Ms. Walters asserts that the 2006 bylaws were in effect while the YWCA maintains that the 2008 bylaws were in effect. The significance of this disagreement is that the 2006 version of the bylaws required that notice be given to the executive director prior to a vote to terminate her from employment.

Ms. Walters claims that the 2006 bylaws were in effect because the 2008 bylaws had not been properly amended. In her view, the 2008 bylaws were never properly enacted in 2008 due the absence of a vote by the YWCA membership.

The 2006 amendments specifically addressed amendments. Article XVIII

provides:

Amendments to these bylaws not affecting the Association's membership in the Young Women's Christian Association of the United States of America *may be made by a two-thirds affirmative vote of the members present* at a regular or special meeting of the membership provided the following requirements have been met:

a. **General Amendments.** The Bylaws [may] be altered, amended or repealed by a two-thirds affirmative vote of the Board of Directors at a regular or special meeting provided that *notice to amend*, including copies of the proposed amendment, *will have been given at a previous regular Board of Directors meeting*.

Ex. 33 (emphasis added).

At trial, board secretary Ms. Bott testified that two amendments were passed on February 28, 2006, at the annual meeting; both amendments were passed by the YWCA membership. The first amendment changed the 2006 bylaws. The second amendment, also passed by the YWCA membership, provided that *only the board had the authority to amend the bylaws*. This amendment deleted the requirement that all amendments must be approved by the YWCA membership. The 2006 bylaws were properly amended and eliminated prior notice of a vote to terminate the executive director.

Ms. Walters contends that the trial court abused its discretion by failing to factually determine whether the 2006 or the 2008 bylaws were in effect. During the trial, Ms. Walters asked the trial court to clarify which set of bylaws was in effect as of the

date of her termination. The trial court took the issue under advisement and told counsel this ruling “will be incorporated in my findings and conclusions.” Report of Proceedings (RP) at 969.

A review of the court’s ruling clarifies that the trial court determined that the 2008 bylaws governed Ms. Walters’s termination.

At the time of Ms. Walters’s termination, the board was operating under the 2008 bylaws. The 2008 bylaws were adopted by the board on December 9, 2008. These bylaws read, in part:

The Board of Directors by a vote of two-thirds majority of the entire board shall have the authority to release the executive director.

Ex. 102.

The trial court ruled that the YWCA “did not violate any obligation or duty to Ms. Walters.” CP at 169. If the 2006 bylaws had been in effect, the YWCA would have been required to give notice prior to a vote on termination. Here, the trial court ruled that the board voted to terminate Ms. Walters. By incorporating this ruling into its findings and conclusions, the court effectively ruled that the 2008 bylaws controlled.

Ms. Walters contends that regardless of which set of bylaws applies, both sets required a two-thirds vote of the entire board. She points out that the entire board was

not present when the vote was taken to release her from her job.

The 2008 bylaws provide that:

The Board of Directors by a vote of two-thirds majority of the entire board shall have the authority to release the executive director.

Ex. 102.

It is undisputed that Ms. Walters was released from her employment with the YWCA on February 24, 2009, by a vote of 20 out of the 24 board members at the time. Twenty-one board members were present for the vote.

Ms. Walters contends that the entire board had to be physically present during the vote. But this assertion has no support in the language of the bylaws. Ms. Walters asks this court to read a provision into the bylaws that is not there. The phrase “two-thirds majority of the entire board” explains how many votes are needed. This provision governs who votes and the number of votes necessary to release an executive director from employment.

A basic rule of contract construction is that its purpose is to ascertain the intention of the parties. *Berg v. Hudesman*, 115 Wn.2d 657, 663, 801 P.2d 222 (1990) (quoting Arthur L. Corbin, *The Interpretation of Words and the Parol Evidence Rule*, 50 Cornell L. Quar. 161, 162 (1965)). The bylaws are an integrated agreement and it is unnecessary

to consider extrinsic evidence. *See id.* at 667.

At-Will Employee. The parties agreed that the terms and conditions of Ms. Walters's employment relationship were governed by the YWCA's employment bylaws and board policies. Both parties also stipulated that neither the bylaws nor the policies contained the language "just cause." RP at 265. The court concluded that the handbook defined all employees of the YWCA as at-will. The court also determined that absent a written agreement, Ms. Walters was an at-will employee.

No formal, express, written contract of employment exists here. Under Washington law, this employment relationship is generally terminable at-will by either party. *Gaglidari v. Denny's Restaurants, Inc.*, 117 Wn.2d 426, 432, 815 P.2d 1362 (1991). The employment at-will relationship may be altered in one of three ways: (1) an express contract limiting termination of the employee only for cause, (2) an implied agreement to that effect, and (3) the employee gives consideration in addition to the contemplated service. *Thompson v. St. Regis Paper Co.*, 102 Wn.2d 219, 223-24, 685 P.2d 1081 (1984).

Ms. Walters contends that her at-will relationship at the YWCA was altered by an implied agreement that she could be terminated only for cause. She maintains that this is evidenced by: (1) the absence of an at-will affirmative defense, (2) the YWCA's failure

to advance an at-will affirmative defense at the summary judgment stage, and (3) defense counsel's concessions on the record that Ms. Walters was not employed at-will. Ms. Walters also contends that the court raised at-will status sua sponte and made no finding to support its conclusion.

Ms. Walters's argument as to the absence of an at-will affirmative defense, the YWCA's failure to advance a summary judgment argument, and the court's authority to make a conclusion of law without a specific finding of fact fail for the same reason. In Washington, at-will employment is assumed to be at-will unless otherwise altered. *Gaglidari*, 117 Wn.2d at 432. This means that the court could reach this issue sua sponte and make a conclusion of law that is not supported by a specific finding but, instead, flows from the lack of any finding supporting an express or implied agreement between the parties. It is Ms. Walters's duty to demonstrate that the at-will relationship has been altered.

Ms. Walters argues that the following factors must be examined to determine whether the parties had an implied agreement that the employment relationship could be terminated only for just cause:

The courts will look at the alleged "understanding", the intent of the parties, business custom and usage, the nature of the employment, the situation of the parties, and the circumstances of the case to ascertain the terms of the claimed agreement.

Roberts v. Atlantic Richfield Co., 88 Wn.2d 887, 894, 568 P.2d 764 (1977).

However, application of these factors here does not overcome the presumption that Ms. Walters was an at-will employee.

Ms. Walters also contends that she was not an at-will employee because none of the at-will documents suggest at-will employment. She points out that the bylaws do not contain at-will language. She acknowledges that the YWCA Employee Handbook contains at-will language, but one of the board members testified that the handbook did not apply to the executive director.

Ms. Walters has the burden to establish that she is not an at-will employee. The documents she relies on do not show that the parties had an implied agreement that Ms. Walters was not an at-will employee.

Breach of Contractual Rights or Duties. The trial court summarily concluded that the YWCA did not wrongfully interfere with any perceived contractual rights or duties. Ms. Walters contends that this conclusion is contrary to the findings of fact. She maintains the board interfered with her authority when the YWCA requested that she rehire Ms. Hill and when Ms. Senske failed to present Ms. Walters's budget to the board.

Ms. Walters also argues that the board interfered with her authority when the

YWCA ordered her to rehire Ms. Hill. While it is true that article XII section 2 of the bylaws gives Ms. Walters the authority to hire and fire, the bylaws also provide that the management of the YWCA is vested in the board. And the board is responsible for assuming final responsibility for personnel policies and for employment of staff.

As a result, no obligation was violated when the court determined that:

The Board of Directors and the Executive Committee, after becoming aware of the significant financial condition disagreements, positions and opinions held by Ms. Hill and Ms. Walters, strongly believed that Ms. Hill's financial expertise and guidance were absolutely necessary in order for the YWCA to properly identify and develop plans and procedures to deal effectively and successfully with present financial conditions.

CP at 162-63.

The court also properly found that:

Ms. Bott made a motion recommending that Ms. Walters rehire Denette Hill as Finance Director. There was no second and the motion was withdrawn.

CP at 166.

Thus, the board did not order Ms. Walters to rehire Ms. Hill, but merely suggested it to the board based on its ultimate management authority over the YWCA as provided by the bylaws. The board did not interfere with Ms. Walters's authority.

Ms. Walters also argues that she presented a balanced budget to the board but that

Ms. Senske refused to give the budget to the board in violation of the YWCA policy. But no obligation to Ms. Walters was violated. The policies state that the executive director shall ensure the board is informed by presenting accurate, complete work in a timely manner. And the executive director “shall not jeopardize the long-term financial strength of the organization or cause or allow a material deviation of actual expenditures from Board priorities established in ENDS policy.” Ex. 2. The policies also provide that the treasurer has responsibility for the financial operations of the YWCA.

To establish her breach of contract claim, Ms. Walters had to show (1) the existence of a valid contract, (2) that the contract imposes a duty, (3) that the duty was breached, and (4) that the breach proximately caused damages. *Nw. Indep. Forest Mfrs. v. Dep’t of Labor & Indus.*, 78 Wn. App. 707, 712, 899 P.2d 6 (1995). The YWCA did not breach any contractual right or duty owed to Ms. Walters.

Accommodation. Ms. Walters alleged a claim of disability discrimination under RCW 49.60.180. To establish her disability discrimination claim premised on a theory of failure to accommodate, Ms. Walters had to show she: (1) had a disability that substantially limited her ability to perform the job; (2) was qualified to perform the essential functions of the job with or without reasonable accommodation; (3) gave the YWCA notice of her disability and its accompanying substantial limitations; and (4) that

upon notice, the YWCA failed to reasonably accommodate her disability. *Davis v. Microsoft Corp.*, 149 Wn.2d 521, 532, 70 P.3d 126 (2003) (quoting *Hill v. BCTI Income Fund-I*, 144 Wn.2d 172, 192-93, 23 P.3d 440 (2001)).

Ms. Walters's physician's assistant diagnosed her with anxiety and depression that required a medical leave. The YWCA granted Ms. Walters a medical leave during February 2009. The YWCA discharged Ms. Walters while she was on her leave of absence.

The employee must notify the employer of the disability and must explain his or her disability and qualifications. *Wurzbach v. City of Tacoma*, 104 Wn. App. 894, 900, 17 P.3d 707 (2001). Here, the evidence indicates that Ms. Walters never informed the YWCA that she had a disability. Instead, she informed the YWCA that she simply needed a leave of absence. On January 29, 2009, Ms. Walters's healthcare provider wrote a note regarding the need for a two-week leave of absence:

“[Ms. Walters is] having some difficulties at work and is having to see a lawyer in regards to quitting her job and some severance pay. It's creating quite a bit of stress in her life . . . job that is not doing anything positive for her at this time . . . Feels that change of job venue [is] eminent and that will help a lot with the symptoms she is having right now . . . just recently talked Dan into giving her 100 mg of Zoloft daily and that's helped somewhat but these anxiety spells that she is having with increase in work load the last few [weeks] has become especially debilitating.”

CP at 167.

Significantly, not all stress or discomfort in the workplace rises to the level of a disability under the Washington law against discrimination, chapter 49.60 RCW.

See Snyder v. Med. Serv. Corp. of Wash., 98 Wn. App. 315, 326-27, 988 P.2d 1023 (1999), *aff'd*, 145 Wn.2d 233, 35 P.3d 1158 (2001).

Moreover, even after the duty to accommodate is triggered by notification, the employer's duty to accommodate the employee's condition "is limited to those steps reasonably necessary to enable the employee to perform his or her job" by "removing sensory, mental or physical impediments to the employee's ability to perform his or her job." *Doe v. Boeing Co.*, 121 Wn.2d 8, 18, 21, 846 P.2d 531 (1993). Where the employee's job performance is not changed by her condition, the employer is not required to accommodate. *Id.* at 21.

Ms. Walters argues that no finding of fact or evidence supports the court's summary conclusion that the YWCA did not unlawfully discriminate against Ms. Walters. However, the court did find that Ms. Walters was qualified to perform the essential functions of her job. Ms. Walters also complains that she was not kept apprised of developments while she was on leave. "Where multiple potential modes of accommodation exist, the employer is entitled to select the mode; the employee is not."

No. 29761-6-III
Walters v. YWCA

Frisino v. Seattle Sch. Dist. No. 1, 160 Wn. App. 765, 779, 249 P.3d 1044, review denied, 172 Wn.2d 1013 (2011). Here, Ms. Walters asked for a leave of absence from her job due to stress. The YWCA granted this request. The court did not err by concluding that the YWCA did not unlawfully discriminate against Ms. Walters.

Invasion of Privacy. Ms. Walters alleged two different theories to support her invasion of privacy claim—public disclosure of facts and placing another in a false light. See *Eastwood v. Cascade Broad. Co.*, 106 Wn.2d 466, 469, 722 P.2d 1295 (1986).

To establish a claim for invasion of privacy based upon public disclosure of private facts, a plaintiff must establish (1) the defendant gave publicity in a matter concerning the private life of the plaintiff; and (2) the matter publicized is a kind that (a) would be highly offensive to a reasonable person, and (b) is not a legitimate concern to the public. *White v. Township of Winthrop*, 128 Wn. App. 588, 594, 116 P.3d 1034 (2005) (quoting *Reid v. Pierce County*, 136 Wn.2d 195, 205, 961 P.2d 333 (1998)).

Following Ms. Walters’s termination, an article appeared in the Spokesman-Review, March 11, 2009 edition, stating “‘Deborah Booth, President of the YWCA Board, said [Ms.] Walters resigned citing medical reasons.’” CP at 164. Ms. Walters testified the newspaper publication was false and extremely upsetting to her.

However, Ms. Walters did not establish that the information published concerned

her private life or would be highly offensive to a reasonable person. Ms. Walters published detailed information about her health condition in the e-mail she sent to all staff members regarding her health condition, and in the letter she sent to the board. In her complaint, Ms. Walters contends she suffers from “severe, medically diagnosable stress, mental anguish and emotional distress.” CP at 5. Ms. Booth did not publicize a matter concerning Ms. Walters’s private life and, given the circumstances, the matters disclosed were not highly offensive to a reasonable person.

A false light claim arises when (1) the defendant publicized a matter, (2) that placed plaintiff in a false light, (3) the false light would be highly offensive to a reasonable person, and (4) the actor knew of or recklessly disregarded the false light in which the other would be placed. *Eastwood*, 106 Wn.2d at 470-71.

Ms. Walters asserts that Ms. Booth’s statement in the paper was blatantly false. But she did not establish that the statement that she resigned citing medical reasons was false or placed her in a false light. Ms. Walters’s attorney, Greg Arpin, wrote to the board and conveyed her offer to resign based on several conditions. The court found that on February 24, 2009, the board terminated Ms. Walters. The newspaper article was published on March 11.

Ms. Walters contends the court’s summary conclusion that the YWCA did not

publish false information about Ms. Walters, or place her in a false light, was not supported by evidence in the record. The fact that Ms. Walters may have been upset does not meet the applicable standard. To establish a claim for invasion of privacy, Ms. Walters must show that the matter publicized would be highly offensive to a reasonable person. This is unlikely given the facts here because Ms. Walters herself publicized the fact that she was terminated for medical reasons.

Proof of Damages. Ms. Walters challenges the court's ruling on her failure to prove damages. The trial court ruled:

Ms. Walters, had she proved any of her causes of action, did not prove that alleged damages were proximately caused by the YWCA's decision to terminate her employment.

CP at 169.

Ms. Walters reads this ruling to mean that the court erred "in concluding that plaintiff failed to prove any damages as the result of the termination of her employment." Appellant's Br. at 5. She claims that the "court's conclusion that Ms. Walters[] failed to prove damages is unsupported by the record." Appellant's Br. at 34.

But this is a misreading of conclusions 6 and 7. Here, the court ruled that the YWCA did not breach any obligation or duties owed to Ms. Walters. Accordingly, Ms. Walters was not entitled to recover any damages and this argument fails. Moreover,

No. 29761-6-III
Walters v. YWCA

assuming Ms. Walters had prevailed on any of her theories, the court specifically found that she also failed to prove that any of her alleged damages were proximately caused by the YWCA.

We affirm the judgment of the trial court.

A majority of the panel has determined this opinion will not be printed in the Washington Appellate Reports, but it will be filed for public record pursuant to RCW 2.06.040.

Kulik, J.

WE CONCUR:

Brown, J.

Korsmo, C.J.