

**IN THE SUPERIOR COURT OF THE STATE OF  
WASHINGTON IN AND FOR THE COUNTY OF  
COLUMBIA**

COREY MICHAEL SWITZER, )  
Plaintiff, ) NO. 26-2-00027-07  
v. )  
ASOTIN COUNTY, a Washington ) CONSOLIDATED SUPPLEMENTAL REQUEST  
municipal corporation, ) FOR CRIMINAL REFERRAL AND  
Defendant. ) APPOINTMENT OF SPECIAL PROSECUTOR  
)  
) (Supplement to Original ) Request filed June 8, 2026)  
\_\_\_\_\_ )

COMES NOW Plaintiff Corey Michael Switzer, pro se, and respectfully submits this Consolidated Supplemental Request to his original Request for Criminal Referral (filed June 8, 2026). This document incorporates all newly produced evidence from Defendant Asotin County, including emails, meeting invitations, and a legal memo sent to the State Auditor's Office.

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## I. RELIEF REQUESTED

Plaintiff requests that the Court:

1. **Consider this Consolidated Supplement** as the complete criminal referral record;
2. **Refer the matter** to the Washington State Attorney General for criminal investigation of **Stacey Harman, Chris Kemp, Amanda Daylong, and Curtis Liedkie** for violations of RCW 9A.76.175 (false/misleading statement), RCW 42.20.010 (official misconduct), and RCW 2.48.180 (unauthorized practice of law); and
3. **Order the Clerk** to transmit this Consolidated Supplement, together with all referenced exhibits (Exhibits P, Q, R), to Attorney General Nick Brown.

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## II. NEWLY PRODUCED EVIDENCE (EXHIBITS)

The following evidence was produced by Asotin County in response to Plaintiff's pending PRA requests. All documents are authentic and already part of the record in this civil action.

### Exhibit P – Strategy Meeting and Daylong Email (selected pages)

Exhibit P Pages	Description	Significance
Page 1	Amanda Daylong's email to Chris Kemp and Stacey Harman, dated Jan 9, 2026, 5:36 PM. Daylong writes: <i>"If not approved already, we should get a retainer agreement and fee schedule ... which would ensure that we are cleared regarding Switzer's potential objections on the basis of expenditure of public funds."</i>	Direct evidence that Daylong, Kemp, and Harman knew the expenditure of public funds was legally questionable. Daylong advised creating a retroactive paper trail to "clear" the County.
Pages 25–27	Email chain arranging a <b>December 22, 2025 Zoom meeting</b> titled "Asotin County SAO Complaint." Participants: Stacey Harman, Chris Kemp, Amanda Daylong, Tammy Bolte, and Commissioners Whitman, Seubert, and Shinn.	Harman actively participated in a strategy meeting <b>before</b> she sent her false statement to the SAO on Dec 31, 2025. The meeting was dedicated to responding to Switzer's whistleblower complaint.

**Note:** Page references are to the internal pagination of Exhibit P. Other pages of Exhibit P are not cited and are omitted as irrelevant to this criminal referral.

Exhibit Q – Chris Kemp’s December 16, 2025 Email to the SAO (3 pages)

Ms. Kemp, the County’s Chief Operating Officer, made the following **false statements** to SAO Program Manager Alisha Shaw:

Statement (Exhibit Q, pages 1–3)	Truth (with Exhibit reference)
“ <i>The County did not hire and pay a private law firm.</i> ”	Exhibit F (July 10, 2025 fee agreement) – signed by Kemp, obligating the County to pay Daylong’s firm \$325/hour.
“ <i>Coverage was provided under our insurance policy and assigned legal counsel.</i> ”	Exhibit H (July 3, 2025 WCRG disclaimer letter) – PRA coverage “not afforded.”
“ <i>Mr. Liedkie never filed ‘Notice of Appearance.’</i> ”	Exhibit I (July 8, 2025 Notice of Withdrawal and Substitution of Counsel) – Liedkie <b>did appear</b> and withdrew.
“ <i>Judge Burns is a County Official ... covered under RCW 36.27.020(3).</i> ”	False as a matter of law. A superior court judge is a state judicial officer. The Washington Supreme Court rejected this argument on April 23, 2025.

Exhibit R – Liedkie’s *Neal v. Wallace* Memo and Insurance Renewal Summary (12 pages)

- **Page 11** contains Prosecutor Curt Liedkie’s legal memo citing *Neal v. Wallace*, 15 Wn. App. 506 (1976), to justify representing Judge Burns.
  - *Why it is factually inapplicable:* *Neal* involved a **county district court judge**, not a superior court judge, and the case concerned county business, not a personal capacity civil rights suit.
  - **Significance:** Liedkie’s memo was used by Ms. Kemp to mislead the SAO. Liedkie knew or should have known the case did not apply.
-

### III. PROBABLE CAUSE FOR EACH TARGET

#### A. Stacey Harman – False/Misleading Statement to a Public Servant (RCW 9A.76.175)

- **Evidence:** Exhibit L (Dec 31, 2025 email to SAO), plus Exhibit P (pages 1, 25–27) showing her knowledge and participation in the Dec 22 strategy meeting and receipt of Daylong’s Jan 9 email.
- **Materiality:** The SAO was actively investigating Hotline H-25-795 and relied on the County’s representations.
- **Knowledge:** Harman helped plan the County’s response and then falsely claimed “no funds have been expended.”
- **Probability of prosecution: Medium-High (50-70%)**

#### B. Chris Kemp – Official Misconduct (RCW 42.20.010) and False Statement

- **Evidence:** Exhibit Q (Dec 16 email to SAO with multiple false statements); Exhibit F (she signed or authorized the fee agreement); Exhibit P (she received Daylong’s Jan 9 email and participated in the Dec 22 strategy meeting).
- **Elements:** As Chief Operating Officer, she knowingly performed acts in excess of lawful authority (authorizing payment for an unlawful defense) and made false statements to a state agency.
- **Probability of prosecution: Medium (40-60%)**

#### C. Amanda Daylong – Accomplice to Official Misconduct (RCW 9A.08.020)

- **Evidence:** Exhibit P, page 1 (Jan 9 email advising Kemp and Harman to create a retroactive retainer); her role as special deputy under a fictitious case caption (Exhibit G); her substitution as counsel for Judge Burns (Exhibit I).
- **Elements:** Daylong “encouraged” and “requested” public officers to take actions in excess of lawful authority (RCW 9A.08.020(3)).
- **Probability of prosecution: Low-Medium (30-50%)** – more likely to result in WSBA discipline.

## D. Curtis Liedkie – Unauthorized Practice of Law (RCW 2.48.180) and Official Misconduct

- **Evidence:** Exhibit I (Notice of Withdrawal – he appeared as counsel for Judge Burns); Exhibit R (he drafted or approved the misleading *Neal v. Wallace* memo); RCW 36.27.060 (prosecutor in a county over 18,000 population shall not engage in private practice).
  - **Strict liability:** The Washington Supreme Court has held UPL under RCW 2.48.180 is a strict liability offense – knowledge is not an element.
  - **Probability of prosecution: Low (20-30%)** – the special prosecutor hurdle is severe, but the legal violation is clear.
- 

## IV. THE SPECIAL PROSECUTOR PROBLEM – WHY THE COURT’S REFERRAL IS ESSENTIAL

The Asotin County Prosecutor (Curtis Liedkie) is a target of this referral. He cannot investigate or prosecute himself, his subordinate (Lisa Webber), or his co-conspirators (Kemp, Harman, Daylong). The Washington State Auditor’s Office and WSBA have previously dismissed complaints without meaningful investigation.

**Only a direct referral from this Court to the Attorney General – or the Court’s own appointment of a special prosecutor – can overcome these conflicts of interest and institutional biases.**

Plaintiff respectfully requests that the Court:

1. **Refer this matter** to the Attorney General with a finding that probable cause exists.
  2. **Order the Attorney General** to accept the referral within 60 days or show cause why not.
  3. Alternatively, **appoint a special prosecutor** under the Court’s inherent authority.
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## V. CORRECTION REGARDING CHRIS KEMP

For the record, **Chris Kemp is female**. Counsel and the Court should refer to Ms. Kemp using “she/her” pronouns. This correction does not affect the substance of the criminal referral.

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## VI. CONCLUSION

The newly produced evidence – including the December 22, 2025 strategy meeting, Daylong’s January 9, 2026 email, Kemp’s December 16, 2025 false statements to the SAO, and Liedkie’s misuse of *Neal v. Wallace* – establishes probable cause that Stacey Harman, Chris Kemp, Amanda Daylong, and Curtis Liedkie committed crimes under Washington law.

Plaintiff respectfully requests that the Court refer this matter to the Washington State Attorney General for criminal investigation and, if warranted, prosecution.

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## VII. DECLARATION UNDER PENALTY OF PERJURY

I, Corey Michael Switzer, declare under penalty of perjury under the laws of the State of Washington that the facts stated in this Consolidated Supplemental Request are true and correct to the best of my knowledge, and that the attached exhibits (Exhibits P, Q, R) are true and correct copies of documents produced by Asotin County in response to my public records requests.

DATED this 9th day of June, 2026, at Gibsonville, North Carolina.

/s/ Corey Michael Switzer

Corey Michael Switzer, Pro Se

264 Kernodle Rd, Gibsonville, NC 27249

[coreyswitzer@gmail.com](mailto:coreyswitzer@gmail.com)

(218) 461-9868

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## VIII. CERTIFICATE OF SERVICE

I certify that on June 9, 2026, I served a true copy of this Consolidated Supplemental Request upon:

- **Amanda D. Daylong**, counsel for Asotin County (by email: [ADaylong@nwtrialattorneys.com](mailto:ADaylong@nwtrialattorneys.com))
- **Washington State Attorney General's Office** (by email: [nick.brown@atg.wa.gov](mailto:nick.brown@atg.wa.gov); [publicrecords@atg.wa.gov](mailto:publicrecords@atg.wa.gov))
- **Asotin County Prosecutor's Office** (by email: [CLiedkie@asotincountywa.gov](mailto:CLiedkie@asotincountywa.gov)) – as notice only
- **Columbia County Superior Court Clerk** (via electronic filing)

DATED: June 9, 2026

/s/ Corey Michael Switzer

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## EXHIBIT INDEX

Exhibit P – Strategy Meeting and Daylong Email (selected pages) Description: Jan 9, 2026 email from Amanda Daylong to Chris Kemp and Stacey Harman (“... we should get a retainer agreement ... to ensure that we are cleared ...”), plus Dec 22, 2025 Zoom meeting invitation and related emails. Pages: 5

Exhibit Q – Chris Kemp’s Dec 16, 2025 Email to the SAO Description: False statements made by Ms. Kemp to SAO Program Manager Alisha Shaw regarding expenditure of public funds, insurance coverage, and Liedkie’s appearance. Pages: 3

Exhibit R – Liedkie’s Neal v. Wallace Memo and Insurance Renewal Summary Description: Legal memo citing Neal v. Wallace (inapplicable) to justify representing Judge Burns; also includes the County’s insurance renewal summary. Pages: 12

## Chris Kemp

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**From:** Amanda Daylong <adaylong@nwtrialattorneys.com>  
**Sent:** Friday, January 9, 2026 5:36 PM  
**To:** Chris Kemp; Stacey Harman  
**Subject:** \*Attorney Client Privilege\* Fw: January RICO Correspondence  
**Attachments:** Gmail - RE\_ PUBLIC RECORDS REQUEST – (PDR 26-01) Communications Regarding Complaint H-25-795 & SAO Investigation.pdf

Chris and Stacey, I think it's important to get counsel involved. Anticipating Switzer's next moves, when we respond (on terms that we can agree to) then depend on the Board's expenditure of public funds that are approved already, we should get a relevant agreement and fee schedule together for the Board of Commissioners to take up at their next meeting and action. The agreement can cover an annual "not to exceed" clause, which would ensure that we are cleared regarding Switzer's potential objections to a case by case basis that we are trying to infringe on his citizen rights.

Let me know your thoughts, and when you and the Board are available for an exec session next week to discuss in more detail.

**Amanda D. Daylong**  
Partner



Floyd, Pflueger, Kearns, Nedderman & Gress, P.S.  
3101 Western Ave., Suite 400  
Seattle, WA 98121  
Direct: 206-269-2007  
Mobile: 206-963-8313  
ADaylong@NWTrialAttorneys.com  
[www.NWTrialAttorneys.com](http://www.NWTrialAttorneys.com)

Sent from my Mobile Phone

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**From:** Corey Switzer <coreyswitzer@gmail.com>  
**Sent:** Friday, January 9, 2026 5:25:15 PM  
**To:** Jessica Kline <jkline@isb.idaho.gov>; Joseph Pirtle <jpirtle@isb.idaho.gov>; Lori Ostertag <lostertag@isb.idaho.gov>; Judahluke7@gmail.com <Judahluke7@gmail.com>; Lisa Webber <lwebber@asotincountywa.gov>; hliedkie@co.nezperce.id.us <hliedkie@co.nezperce.id.us>; Trae Turner <trae@clarkandfeeney.com>; jgish@co.nezperce.id.us <jgish@co.nezperce.id.us>; dhavens@co.nezperce.id.us <dhavens@co.nezperce.id.us>; thirteentwelveforever@proton.me <thirteentwelveforever@proton.me>; info@southdakotatruth.com <info@southdakotatruth.com>; 08mad10@gmail.com <08mad10@gmail.com>; city@lmtribune.com <city@lmtribune.com>; Civil.Fraud@usdoj.gov <Civil.Fraud@usdoj.gov>; justin rodriguez <jrodspeaks@gmail.com>; idahoauditors@gmail.com <idahoauditors@gmail.com>; tips@nbcuni.com <tips@nbcuni.com>; tips@inlander.com <tips@inlander.com>; news@theregister.com <news@theregister.com>; news@kpbx.org <news@kpbx.org>; Newsdesk@krem.com <Newsdesk@krem.com>; newsroom@idahopress.com <newsroom@idahopress.com>; news@bigcountry977.com <news@bigcountry977.com>; News4@kxly.com <News4@kxly.com>; Ada Eldridge <Adaeldridge@hotmail.com>; brennonlleafty@gmail.com <brennonlleafty@gmail.com>; SUEANNSMITH32@YAHOO.COM <sueannsmith32@yahoo.com>; lmccann@house.idaho.gov <lmccann@house.idaho.gov>; nancececcarelli@co.nezperce.id.us <nancececcarelli@co.nezperce.id.us>; Dale\_Slack@co.columbia.wa.us <Dale\_Slack@co.columbia.wa.us>; Monte Schmidt <monte.schmidt@itd.idaho.gov>; jklein@cityoflewiston.org

## Chris Kemp

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**From:** Amanda Daylong <adaylong@nwtrialattorneys.com>  
**Sent:** Friday, January 9, 2026 2:31 PM  
**To:** Chris Kemp  
**Cc:** Tammy Bolte; Stacey Harman  
**Subject:** RE: Attorney Client Privileged FW: Switzer - Asotin County

[REDACTED]

**Amanda D. Daylong** (she/her)

Partner



Floyd, Pflueger, Kearns, Nedderman & Gress, P.S.

3101 Western Avenue, Suite 400

Seattle, WA 98121

Direct: 206-269-2007

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[adaylong@NWTrialAttorneys.com](mailto:adaylong@NWTrialAttorneys.com)

[www.NWTrialAttorneys.com](http://www.NWTrialAttorneys.com)

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**From:** Chris Kemp <CKemp@asotincountywa.gov>  
**Sent:** Friday, January 9, 2026 8:26 AM  
**To:** Amanda Daylong <adaylong@nwtrialattorneys.com>  
**Cc:** Tammy Bolte <tbolte@nwtrialattorneys.com>; Stacey Harman <SHarman@asotincountywa.gov>  
**Subject:** Attorney Client Privileged FW: Switzer - Asotin County

Amanda,

[REDACTED]

Mrs. Chris Kemp  
Chief Operating Officer  
509-243-2078 – Office  
[ckemp@asotincountywa.gov](mailto:ckemp@asotincountywa.gov)

## Chris Kemp

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**From:** Stacey Harman  
**Sent:** Tuesday, January 6, 2026 10:28 AM  
**To:** Amanda Daylong  
**Cc:** tbolte@nwtrialattorneys.com; Chris Kemp  
**Subject:** another one  
**Attachments:** Re: January RICO Correspondence

Good morning,

Another day, another email. Please let me know how or if we should respond.

*Stacey Harman*

Asotin County  
Clerk to the Board of Commissioners/  
Human Resources Specialist  
[sharman@asotincountywa.gov](mailto:sharman@asotincountywa.gov)  
509-243-2060  
Please note the updated email address: [sharman@asotincountywa.gov](mailto:sharman@asotincountywa.gov)

This e-mail and your response are considered a public record and will be subject to disclosure under Washington's Public Records Disclosure Act.

## Chris Kemp

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**From:** Amanda Daylong <adaylong@nwtrialattorneys.com>  
**Sent:** Monday, December 22, 2025 9:34 AM  
**To:** Chris Kemp; Stacey Harman; Tammy Bolte; Charles Whitman; Chris Seubert; Brian Shinn  
**Subject:** Re: [REDACTED]

[REDACTED]  
I am open all day, so whatever works with everyone's schedule.

**Amanda D. Daylong**  
Partner



Floyd, Pflueger, Kearns, Nedderman & Gress, P.S.  
3101 Western Ave., Suite 400  
Seattle, WA 98121  
Direct: 206-269-2007  
Mobile: 206-963-8313  
ADaylong@NWTrialAttorneys.com  
[www.NWTrialAttorneys.com](http://www.NWTrialAttorneys.com)

Sent from my Mobile Phone

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**From:** Chris Kemp <CKemp@asotincountywa.gov>  
**Sent:** Monday, December 22, 2025 9:18:17 AM  
**To:** Amanda Daylong <adaylong@nwtrialattorneys.com>; Stacey Harman <SHarman@asotincountywa.gov>; Tammy Bolte <tbolte@nwtrialattorneys.com>; Charles Whitman <CWhitman@asotincountywa.gov>; Chris Seubert <CSeubert@asotincountywa.gov>; Brian Shinn <BShinn@asotincountywa.gov>  
**Subject:** Re: [REDACTED]

[REDACTED]  
We'll need to shoot for 12/29.

Thanks for letting us know.

Happy Holidays!  
Chris

[Get Outlook for iOS](#)

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**From:** Amanda Daylong <adaylong@nwtrialattorneys.com>  
**Sent:** Monday, December 22, 2025 12:15:01 PM  
**To:** Stacey Harman <SHarman@asotincountywa.gov>; Tammy Bolte <tbolte@nwtrialattorneys.com>; Chris Kemp <CKemp@asotincountywa.gov>; Charles Whitman <CWhitman@asotincountywa.gov>; Chris Seubert <CSeubert@asotincountywa.gov>; Brian Shinn <BShinn@asotincountywa.gov>  
**Subject:** [REDACTED]

[REDACTED]  
All - I am having PC issues this morning, and wondering if we can set this call for Friday, 12/26, or next Monday, 12/29

Respectfully,

Mr. Corey M Switzer

Confidential Attorney Work Product/Attorney-Client Privileged Communication. This message is confidential, attorney work product and subject to the attorney-client communication privilege. It is intended solely for the use of the individual named above. If you are not the intended recipient, or the person responsible to deliver it to the intended recipient, you are hereby advised that any dissemination, distribution or copying of this communication is prohibited. If you have received this email in error, please immediately notify the sender by reply email or delete and/or destroy the original and all copies of the email message.

## Chris Kemp

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**From:** Chris Kemp  
**Sent:** Tuesday, December 16, 2025 4:07 PM  
**To:** Shaw, Alisha (SAO)  
**Subject:** Switzer - Asotin County  
**Attachments:** Asotin County - Switzer; Order Denying Amended Consolidated Petition for Writs of Mandamus.pdf; 1040806\_Petition\_for\_Review\_20250421193326SC964813\_7190.pdf; 2024-2025 WCRG Renewal Summary - Asotin County.pdf; RE: Asotin County - Switzer SAO Hotline Complaint

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Hello,

Thanks for the discussion this afternoon. I hope I've provided enough information previously, and with this email, that the County has not misused funds. Please do not hesitate to call to discuss, as this is a lot. I think Mr. Switzer has some confusion in regards to the representation (private/public) and the law.

It's an interesting manner that a non-resident would be allowed to potentially cost the County more audit costs for a non-violation of Washington public funds.

See the below response from Prosecutor Liedke: (see attached email – SAO Hotline)

See Neal v. Wallace, 15 Wn. App. 506, 507–08, 550 P.2d 539 (Div. III, 1976)

As a preliminary matter, we hold that the prosecuting attorney is the proper court representative of the Superior Court judge. It is the duty of a prosecuting attorney to represent the county or state in any action to which either is a party.1 A Superior Court judge occupies a dual position as both state officer and county officer, and is thus entitled to representation by the prosecutor in either or both capacities.

Curt L. Liedkie  
Prosecuting Attorney  
Asotin County Prosecutor's Office  
P.O. 220  
Asotin, WA 99402

**Attached:**

- Email requesting representation from our insurance. Mr. Switzer initially requested that Mr. Liedkie be disqualified in his initial filing with the Courts on 04/22, see attached. "Petition for Review", this was never considered by the Courts, as our insurance provided legal counsel in July for coverage under the County insurance policy. No objections by the Court for representation by attorney Amanda Daylong.
- Mr. Liedke never filed "Notice of Appearance" – as a matter of law the Prosecutor is the attorney by RCW 36.27.020(3), i.e., which is why the Court addressed the letter to Prosecutor Liedke.
- Insurance Coverage - Policy – (previous email letters of insurance coverage provided for Judge Burns)
- Supreme Court of Idaho denial attached as well

Mr. Switzer's Claims via email to SAO  
Summary of Key Evidence (Provided in Attachments):

1. Admission of County Resource Involvement: The email from Attorney Amanda Daylong (counsel for Judge Burns and the County) dated July 9, 2025, explicitly states: "The Asotin County Prosecutor's office has withdrawn..." This is a direct admission that a publicly-funded county office was initially engaged for the Judge's personal defense before her private counsel was retained. (See Attachment: "Communication with Amanda Daylong..."). Judge Burns is a County Official and is covered under RCW 36.27.020(3) letter again addresses the communication to the Prosecutor from the WA Supreme Court. Amanda Daylong was assigned through insurance for representation. This is not any different than any other claim or lawsuit covered by our insurance policy.

· Admission of Prosecutor Involvement: In a July 9, 2025 email, Attorney Amanda Daylong—counsel for Judge Burns and the County—stated: "The Asotin County Prosecutor's office has withdrawn..." This is direct evidence that a public office was engaged in this matter. Yes, the public office of the Prosecutor. The filing of Amanda Daylong with the WA Supreme Court as legal representation for Asotin County under insurance coverage.

· Lack of Legislative Authorization: No records have been provided showing that the Board of Commissioners approved this expenditure, as required by law. Insurance policy, budget

· Statutory Violations: This conduct appears to violate RCW 42.20.010 (misuse of public funds) and RCW 36.27.020(3) (prosecutors barred from private practice). This states that the Prosecutor is the representative under RCW 36.27.020(3).

#### RCW 36.27.020

##### **Duties.**

The prosecuting attorney shall:

- (1) Be legal adviser of the legislative authority, giving it his or her written opinion when required by the legislative authority or the chairperson thereof touching any subject which the legislative authority may be called or required to act upon relating to the management of county affairs;
- (2) Be legal adviser to all county and precinct officers and school directors in all matters relating to their official business, and when required draw up all instruments of an official nature for the use of said officers;
- (3) Appear for and represent the state, county, and all school districts subject to the supervisory control and direction of the attorney general in all criminal and civil proceedings in which the state or the county or any school district in the county may be a party;
- (4) Prosecute all criminal and civil actions in which the state or the county may be a party, defend all suits brought against the state or the county, and prosecute actions upon forfeited recognizances and bonds and actions for the recovery of debts, fines, penalties, and forfeitures accruing to the state or the county;
- (5) Attend and appear before and give advice to the grand jury when cases are presented to it for consideration and draw all indictments when required by the grand jury;
- (6) Institute and prosecute proceedings before magistrates for the arrest of persons charged with or reasonably suspected of felonies when the prosecuting attorney has information that any such offense has been committed and the prosecuting attorney shall for that purpose attend when required by them if the prosecuting attorney is not then in attendance upon the superior court;
- (7) Carefully tax all cost bills in criminal cases and take care that no useless witness fees are taxed as part of the costs and that the officers authorized to execute process tax no other or greater fees than the fees allowed by law;
- (8) Receive all cost bills in criminal cases before district judges at the trial of which the prosecuting attorney was not present, before they are lodged with the legislative authority for payment, whereupon the prosecuting attorney may retax the same and the prosecuting attorney must do so if the legislative authority deems any bill exorbitant or improperly taxed;
- (9) Present all violations of the election laws which may come to the prosecuting attorney's knowledge to the special consideration of the proper jury;
- (10) Examine once in each year the official bonds of all county and precinct officers and report to the legislative authority any defect in the bonds of any such officer;
- (11) Seek to reform and improve the administration of criminal justice and stimulate efforts to remedy inadequacies or injustice in substantive or procedural law;
- (12) Participate in the statewide sexual assault kit tracking system established in RCW 43.43.545 for the purpose of tracking the status of all sexual assault kits connected to criminal investigations and prosecutions within the county.

Prosecuting attorneys shall begin full participation in the system according to the implementation schedule established by the Washington state patrol.

- Whether any public funds (from any Asotin County account) were used to pay for the legal defense of Judge Brooke Burns in the aforementioned case. -Coverage under our insurance policy, no payments as of today to our insurance.
- The specific process and authority used to engage the Asotin County Prosecutor's Office initially, and subsequently, to hire and pay the private law firm (NW Trial Attorneys). The County did not hire and pay a private law firm. Coverage was provided under our insurance policy and assigned legal counsel.
- Whether the Asotin County Board of Commissioners ever voted to approve, by proper resolution or ordinance, the expenditure of county funds for this specific purpose. Yes, the adopted County Budget, which covers our insurance policy and claim expenses.

Mrs. Chris Kemp  
Chief Operating Officer  
509-243-2078 – Office  
[ckemp@asotincountywa.gov](mailto:ckemp@asotincountywa.gov)

Please note the updated email address:  
[ckemp@asotincountywa.gov](mailto:ckemp@asotincountywa.gov)

*This e-mail and your response are considered a public record and may be subject to disclosure under Washington's Public Disclosure Act.*



**WCRG**  
Washington Counties Risk Group

**WASHINGTON COUNTIES  
RISK GROUP  
RENEWAL SUMMARY**

*The terms, conditions, and exclusions shown here are brief overviews of the anticipated limits and coverages included in, but not limited to, the coverages provided by the Washington Counties Risk Group. The terms and conditions offered may differ from your prior policy and from what you requested in your submission. This document is not intended to be used as a direct reflection of all coverages or to replace or alter the Memorandum of Coverage in any way. **Information represented in this Renewal Summary is subject to change prior to December 1.** Information represented in this Renewal Summary is subject to the exclusions, terms, limitations, and conditions of the Memorandum of Coverage. All specific coverage, exclusion, and limitation questions should be referred directly to the Memorandum of Coverage and all attached endorsements. In the event of differences, the Memorandum of Coverage will prevail. Participating companies are non-admitted, unless otherwise stated. Non-admitted companies are not regulated by the Washington State Insurance Commissioner and are not protected by the Washington State Guaranty Fund. All surplus lines filings on any excess and surplus lines policies, if applicable, will be filed on behalf of WCRG by Apex Insurance Agency, Inc. or Peachtree Special Risk Brokers, LLC. The Memorandum of Coverage is subject to audit. Defense costs are inside the limits. For claims made coverages, a copy of the Extended Reporting Period language is available upon request.*

*It is the responsibility of the broker to review this document to confirm its accuracy.*

**Notice of Cancellation for Non-Payment**

*We may cancel coverage within 60 days in the event of non-payment of premium. Notice of cancellation will be mailed to the Covered Member's last known address and will indicate the date on which coverage is terminated. If applicable, a copy will be mailed to the broker of record on file.*

**Covered Member:**

Asotin County  
135 2nd Street  
Asotin, WA 99402

---

**Broker:**

Stonebraker-McQuary Agency Group

**Coverage Period:** 12/1/2024 to 12/1/2025

**Member Since:** 9/1/2000

**Authorized Signature:**

**Administered by Clear Risk Solutions**

## RENEWAL SUMMARY PROPERTY COVERAGE PART

**Item 1. WCRG Program Retention:**

Real and Personal Property	Each Occurrence	\$1,000,000
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**Item 2. Limit of Coverage:**

Real and Personal Property (excluding Earthquake and Flood)	Each Occurrence and Group Aggregate	\$100,000,000
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**Item 3. Sublimits of Coverage:**

The Sublimits of Coverage shown below do not increase the overall Limits listed above.

- 1a. \$15,000,000 Sublimit for Earthquake per Occurrence and in the Annual Aggregate.
- 1b. \$35,000,000 Annual Group Aggregate for Earthquake.
- 2a. \$35,000,000 Sublimit for Flood per Occurrence and in the Annual Aggregate except that covered Property located at the time of loss in any flood zone identified by FEMA as Zones A, AO, AH, A1 through 30, AE, A99, AR, AR/A1 through 30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1 through 30, VE, and V; or a similar high risk FEMA rating is subject to the following Flood sublimits:  
 \$1,000,000 per Occurrence and Annual Aggregate, and  
 \$10,000,000 Annual Group Aggregate
- 2b. \$35,000,000 Annual Group Aggregate for Flood.
- 3. \$1,000,000 Sublimit for combined Transit and off Premises Extension per Occurrence.
- 4. \$10,000,000 Sublimit for combined Business Interruption and Extra Expense per Occurrence.
- 5. \$1,000,000 Sublimit for Accounts Receivable per Occurrence.
- 6. \$1,000,000 Sublimit for Rental Income per Occurrence.
- 7. \$1,000,000 Sublimit for Valuable Papers per Occurrence.
- 8. \$2,500,000 Sublimit for Additionally Acquired Property per Occurrence.
- 9. \$250,000 Sublimit for Newly Built or Constructed Property per Occurrence.
- 10. \$10,000,000 Sublimit for Electronic Data Processing per Occurrence.
- 11. \$1,000,000 Sublimit for Fine Arts per Occurrence.
- 12. Lesser of 25% of the amount paid for direct physical loss or \$1,000,000 sublimit for Debris Removal Expense Extension per Occurrence.
- 13. Ordinance or Law Coverage A: The building value of the undamaged portion of the building as reported in the Property Schedule on file with the Company per Occurrence.
- 14. Ordinance or Law Coverage B: Demolition Cost is 25% of the building value as reported in the Property Schedule on file with the Company per Occurrence.
- 15. Ordinance or Law Coverage C: Increased cost of construction is 25% of the building value as reported in the Property Schedule on file with the Company, subject to a combined single limit of \$10,000,000 for coverages B and C combined, per Occurrence.
- 16. \$50,000 Sublimit aggregate Temporary Safeguard of Property Extension per Occurrence.
- 17. \$25,000 Sublimit for Re-keying Expense per Occurrence and Annual Aggregate.
- 18a. \$100,000 Sublimit for Mold or Other Fungi as a result of covered losses.
- 18b. \$300,000 Annual Group Aggregate for Mold or Other Fungi as a result of covered losses.
- 19. \$2,500,000 Sublimit Auto Physical Damage While Garaged – Unscheduled.
- 20. \$2,500,000 Sublimit Equipment/Mobile Equipment While Garaged.
- 21. \$100,000 Sublimit for walkways, roadways, courts, and other similar paved or artificial surfaces per occurrence.

**Item 4. Deductible:**

The WCRG Program Retention listed above is in addition to the deductibles listed below.

Real and Personal Property:	\$50,000 Each Occurrence
Miscellaneous Equipment:	\$10,000 Each Occurrence
Automobile Physical Damage	See Schedule Each Occurrence
Rental Vehicles Physical Damage	\$1,000 Each Occurrence

**Earthquake:** The greater of 2% of the total value of all Property at the Locations suffering loss or \$50,000 loss per Occurrence. Total value of all Property means the total value of all Property shown in the statement of values on file with the Company at the time of loss. A Location means a single street address or if no street address, single legal description.

**Flood:** \$25,000 each loss per Occurrence except that covered Property located at the time of loss in a flood zone identified by FEMA as Zones A, AO, AH, A1 through 30, AE, A99, AR, AR/A1 through 30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1 through 30, VE, and V; or a similar high risk FEMA rating is subject to the following Flood Deductibles:

\$500,000 per Occurrence applying to each building damaged, and  
\$500,000 per Occurrence applying to Personal Property within a building, and  
\$500,000 per Occurrence applying to all other covered Property.

**Item 5. Participating Carriers:** Limits Excess of \$10,000,000 are Per Occurrence for the Group

Munich Reinsurance America, Inc.	(A+ XV) (Admitted)	\$5,000,000 Per Occurrence, subject to sublimits on the Declarations Page
Great American insurance Company	(A+ XV) (Admitted)	\$5,000,000 Per Occurrence, excess of \$5,000,000
RSUI Indemnity Company	(A++ XIV) (Non-Admitted)	Part of \$40,000,000 Per Occurrence, excess of \$10,000,000
Certain Underwriters at Lloyd's	(A+ XV) (Non-Admitted)	Part of \$40,000,000 Per Occurrence, excess of \$10,000,000
Velocity Specialty Insurance Company	(A- VIII) (Non-Admitted)	Part of \$40,000,000 Per Occurrence, excess of \$10,000,000
Great American Fidelity Insurance	(A+ XV) (Non-Admitted)	\$50,000,000 Per Occurrence & Group Annual Aggregate, excess of \$50,000

## RENEWAL SUMMARY LIABILITY COVERAGE PART

**Item 1. WCRG Program Retention:**

General Liability	Each Occurrence	\$1,000,000
Wrongful Act Liability	Per Claim	\$1,000,000
Automobile Liability	Each Accident	\$1,000,000

**Item 2. Deductible:**

The WCRG Program Retention listed above is in addition to the deductibles listed below.

a.	General Liability Coverage Part	Each Occurrence	\$50,000
b.	Wrongful Act Liability Coverage Part	Each Wrongful Act	\$50,000
	Miscellaneous Professional Liability	Each Wrongful Act	\$50,000
c.	Automobile Liability Coverage Part	Each Accident	See Schedule
d.	Underinsured Motorist Liability		
	Property Damage	Each Accident	\$100/\$300
	Bodily Injury	Each Accident	\$0
e.	Employee Benefits Liability Coverage Part	Each Employee Benefits Incident	\$50,000
f.	Stop Gap Employer's Liability	Each Accident	\$50,000
g.	Sexual Abuse Liability	Each Sexual Abuse	\$50,000
h.	Law Enforcement Liability	Each Occurrence	\$25,000
		Each Accident	See Schedule

**Item 3. Limit of Coverage:**

The Sublimits of Coverage shown below do not increase the overall Limits listed for Liability Coverages. Aggregate limits are subject to shared excess limits, which may be reduced by prior claims.

a.	General Liability Limit	Each Occurrence	\$15,000,000
		Annual Aggregate	\$15,000,000
		Group Aggregate	\$45,000,000
	<u>Sublimits:</u>		
	Products & Completed Work Liability Sublimit	Each Occurrence	\$15,000,000
		Annual Aggregate	\$15,000,000
	Leased/Rented Premises Liability Sublimit	Each Occurrence and Annual Aggregate	\$1,000,000
	Garage Liability Sublimit	Each Occurrence and Annual Aggregate	\$2,000,000
	Sewer Back-up Sublimit	Each Occurrence and Annual Aggregate	\$2,000,000
	Failure to Supply Sublimit	Each Occurrence and Annual Aggregate	\$1,000,000
	Unmanned Aircraft Liability Sublimit	Each Occurrence and Annual Aggregate	\$2,000,000
	(Unmanned Aircraft – Under 30 lbs. total weight and FAA Compliant)		
	Stop Gap Employer's Liability Sublimit	Each Accident and Annual Aggregate	\$15,000,000
	Employee Benefits Liability Sublimit	Each Employee Benefits Incident	\$15,000,000
		Annual Aggregate	\$15,000,000

	Sexual Abuse Liability Sublimit	Each Sexual Abuse and Annual Aggregate Group Aggregate	\$10,000,000 \$30,000,000
	Law Enforcement Liability Sublimit	Each Occurrence/Accident Annual Aggregate	\$15,000,000 \$15,000,000
	Traumatic Event Response Coverage: Crisis Expense Sublimit Crisis Property Improvements Sublimit	Each Traumatic Event Each Traumatic Event Group Aggregate	\$50,000 Included \$250,000
b.	Wrongful Act Liability Limit	Each Wrongful Act Annual Aggregate Group Aggregate	\$15,000,000 \$15,000,000 \$45,000,000
	<u>Sublimits:</u> Miscellaneous Professional Liability Sublimit	Each Wrongful Act	Included
c.	Automobile Liability Limit	Each Accident	\$15,000,000
	<u>Sublimits:</u> Limited Garagekeepers Sublimit Underinsured Motorist Sublimit	Each Accident Each Accident	\$1,000,000 \$250,000

**Item 4. Retroactive Date**

Wrongful Act Liability (Including Miscellaneous Professional Liability)	09/01/2000
Employee Benefit Liability	09/01/2000

**Item 5. Participating Carriers:** Group Aggregate limits are subject to shared excess limits, which may be reduced by prior claims.

Munich Reinsurance America, Inc.	(A+ XV) (Admitted)	\$5,000,000 Per Occurrence, subject to sublimits on the Declarations Page
Great American Insurance Company	(A+ XV) (Admitted)	\$5,000,000 Per Occurrence, excess of \$5,000,000
Berkley Insurance Company	(A+ XV) (Non-Admitted)	\$5,000,000 Per Occurrence, excess of \$10,000,000



## RENEWAL SUMMARY EQUIPMENT BREAKDOWN COVERAGE PART

**Item 1. WCRG Program Retention:**

Equipment Breakdown Coverage Part	One Accident	\$0
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**Item 2. Deductible:**

The WCRG Program Retention listed above is in addition to the deductibles listed below.

Equipment Breakdown Coverage Part	One Accident	\$2,500 Direct
Except Sewer Treatment Plants:		\$5,000 Direct
Indirect Coverage:		24 hours

**Item 3. Limit of Coverage:**

Equipment Breakdown Coverage Part	One Accident and Group Aggregate	\$100,000,000
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**Item 4. Sublimits of Coverage:**

The Sublimits of Coverage shown below do not increase the overall Limits listed above.

Property Damage:	Included
Business Income and Extra Expense:	\$10,000,000
Demolition:	\$1,000,000
Ordinance or Law:	\$1,000,000
Expediting Expenses:	\$1,000,000
Hazardous Substances:	\$1,000,000
Spoilage and Consequential Damage:	\$250,000
Data Restoration:	\$100,000
Off Premises Property Damage:	\$100,000
Resultant Loss from a Cyber Event:	Included
Future Loss Avoidance:	\$10,000 or 10% of our Eligible Payment, whichever is less
Mobile Robots:	\$50,000
Newly Acquired Locations:	\$5,000,000; 90 days
Extended Period of Restoration/Business Income:	60 days
Public Relations:	\$25,000
Mold:	\$25,000
Green:	\$25,000
Drying Out Coverage:	Included
Service Interruption:	Business Income, Extra Expense, Data Restoration, or Spoilage and Consequential Damage, 24 hour Waiting Period Applies
Fire, Extended Coverage Perils, Land:	Excluded

**Item 5. Other Conditions:**

"Covered Property" does not include media used in trickle filters or other sewage processing equipment. This includes but is not limited to biological or plastic media.

**Item 6. Participating Carriers:**

Hartford Steam Boiler Inspection and Insurance Company of Connecticut (A++ XI) Admitted

## RENEWAL SUMMARY CYBER LIABILITY

Item 1. <b>WCRG Program Retention:</b>		
Cyber Insurance	\$50,000 Per Claim / Occurrence	
Item 2. <b>Deductible:</b>	The deductibles listed below are part of and not in addition to the WCRG Program Retention listed above.	
All Coverages	\$10,000 per Claim	
Except:		
Loss of Business Income	\$10,000 and 8 Hours waiting period	
Reputational Harm Expense	12 Hours waiting period	
Item 3. <b>Limit of Coverage:</b>		
Member Annual Policy Aggregate	\$5,000,000	
Group Combined Policy Aggregate	\$10,000,000	
Item 4. <b>Sublimits of Coverage:</b>	The Sublimits of Coverage shown below do not increase the overall Limits listed above.	
a. Liability Costs	Per Claim and Aggregate	\$5,000,000
b. PCI Costs	Per Claim and Aggregate	\$5,000,000
c. Regulatory Costs	Per Claim and Aggregate	\$5,000,000
d. Media Liability Endorsement	Per Claim and Aggregate	\$5,000,000
e. Business Interruption Loss (Including Extra Expense & Voluntary Shutdown)	Each Occurrence and Aggregate	\$5,000,000
f. System Failure Business Interruption Loss (Including Extra Expense & Voluntary Shutdown)	Each Occurrence and Aggregate	\$5,000,000
g. Contingent Business Interruption Loss (Including Extra Expense)	Each Occurrence and Aggregate	\$5,000,000
h. System Failure Contingent Business Interruption Loss (Including Extra Expense)	Each Occurrence and Aggregate	\$5,000,000
i. Data Restoration	Each Occurrence and Aggregate	\$5,000,000
j. Extortion Costs (with MFA)	Each Occurrence and Aggregate	\$5,000,000
Extortion Costs (no MFA)	Each Occurrence and Aggregate	\$500,000
k. Breach Fund	Each Occurrence and Aggregate	\$5,000,000
l. Cyber Crime Loss (Includes Social Engineering Financial Fraud)	Each Occurrence and Group Aggregate	\$250,000
m. Bricking Costs	Each Occurrence	\$1,000,000
n. Reputational Harm Expense	Each Occurrence	\$5,000,000
o. Business Impersonation Costs	Per Claim and Aggregate	\$5,000,000
p. Criminal Rewards Costs	Per Claim and Group Aggregate	\$100,000
q. Utility Fraud Attack Endorsement	Per Claim and Group Aggregate	\$100,000
r. Cryptojacking	Per Claim and Group Aggregate	\$100,000

Item 5. **Retro Active Date:** (Coverages a., b., c., and d. above)

Full Prior Acts

Item 6. **Participating Carriers:**

Obsidian Specialty Insurance Company	(A- VII) (Non-Admitted)	\$5,000,000 Per Occurrence and Aggregate
Great American Fidelity Insurance Company	(A+ XV) (Non-Admitted)	\$5,000,000 Per Occurrence, excess of \$5,000,000

## Chris Kemp

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**From:** Curt Liedkie  
**Sent:** Tuesday, December 16, 2025 3:09 PM  
**To:** Chris Kemp  
**Subject:** RE: Asotin County - Switzer SAO Hotline Complaint

See Neal v. Wallace, 15 Wn. App. 506, 507–08, 550 P.2d 539 (Div. III, 1976)

As a preliminary matter, we hold that the prosecuting attorney is the proper court representative of the Superior Court judge. It is the duty of a prosecuting attorney to represent the county or state in any action to which either is a party.<sup>1</sup> A Superior Court judge occupies a dual position as both state officer and county officer, and is thus entitled to representation by the prosecutor in either or both capacities.

Curt L. Liedkie  
Prosecuting Attorney  
Asotin County Prosecutor's Office  
P.O. 220  
Asotin, WA 99402

(509)243-2061  
(509)243-2090 (fax)

This e-mail and your response are considered a public record and will be subject to disclosure under Washington's Public Records Disclosure Act.

**PLEASE NOTE: County email addresses have changed. My new address is [cliedkie@asotincountywa.gov](mailto:cliedkie@asotincountywa.gov). Emails are currently being forwarded from the old email address of [cliedkie@co.asotin.wa.us](mailto:cliedkie@co.asotin.wa.us). Please update my contact information to avoid interruption in our communications.**

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**From:** Chris Kemp <CKemp@asotincountywa.gov>  
**Sent:** Tuesday, December 16, 2025 9:53 AM  
**To:** Shaw, Alisha (SAO) <shawa@sao.wa.gov>  
**Cc:** Curt Liedkie <CLiedkie@asotincountywa.gov>; Lisa Webber <LWebber@asotincountywa.gov>; Stacey Harman <SHarman@asotincountywa.gov>; Amanda Daylong <adaylong@nwtrialattorneys.com>; tbolte@nwtrialattorneys.com  
**Subject:** Asotin County - Switzer SAO Hotline Complaint

Good morning,

Please see the attached information regarding Mr. Switzer's complaint to the SAO referenced in the attached email, "Citizen Hotline". Please also see the "Certificate of Finality" from the Supreme Court.

Please let me know if you have any questions.

Thanks,  
Chris

Mrs. Chris Kemp  
Chief Operating Officer  
509-243-2078 – Office  
[ckemp@asotincountywa.gov](mailto:ckemp@asotincountywa.gov)

Please note the updated email address:  
[ckemp@asotincountywa.gov](mailto:ckemp@asotincountywa.gov)

*This e-mail and your response are considered a public record and may be subject to disclosure under Washington's Public Disclosure Act.*