

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
WASHINGTON

Olympic View Water and Sewer District v. Edmonds School District
No. 15

No. C25-1409-KKE, United States District Court for the Western District of Washington (January 23, 2026)

SUMMARY

The United States District Court for the Western District of Washington converts Edmonds School District No. 15’s motion to dismiss into a motion for summary judgment. The conversion is warranted because the court must consider materials outside the pleadings, including a Water Service Connection Agreement containing a mediation provision. The court orders the parties to meet and confer regarding a supplemental briefing schedule and to file an appropriate submission by January 29, 2026.

CASE DETAILS

COURT	United States District Court for the Western District of Washington
WRITING FOR THE COURT	Kymberly K. Evanson
JURISDICTION	United States District Court for the Western District of Washington
DECIDED	January 23, 2026
DOCKET	C25-1409-KKE
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to dismiss the plaintiff's citizen suit without prejudice based on an alleged contractual mediation prerequisite. Because the court determined that resolving the motion required consideration of materials outside the pleadings, it converted the motion to dismiss into a motion for summary judgment and ordered supplemental briefing.
STANDARD OF REVIEW	A motion to dismiss under Rule 12(b)(6) must be treated as a motion for summary judgment under Rule 56 when the court considers materials outside the pleadings. The parties must receive notice that the court will consider extrinsic evidence and an opportunity to supplement the record.
PRECEDENTIAL VALUE	Unknown

TOPICS

motions to dismiss

summary judgment

mediation

contracts

environmental law

PRACTICE AREAS

civil procedure

environmental law

contracts

QUESTIONS PRESENTED

1. Whether the School District's motion to dismiss should be converted to a motion for summary judgment because the court would consider the Water Service Connection Agreement and other materials outside the pleadings.
2. Whether the parties should be permitted to submit supplemental briefing under the Rule 56 standards after conversion.

HOLDINGS

1. Because resolution of the School District's motion required consideration of materials outside the pleadings, the court converted the Rule 12(b)(6) motion to a motion for summary judgment under Rule 56.
2. The court permitted supplemental briefing so the parties could address the Rule 56 standards and fully present arguments that may not have been raised in the Rule 12(b)(6) context.

KEY QUOTATIONS

“When a district court “looks beyond the pleadings in evaluating a Rule 12(b)(6) motion to dismiss, the motion must be treated as one for summary judgment under Rule 56.”” (at 2)

“In providing notice to the parties, “a district court need only apprise the parties that it will look beyond the pleadings to extrinsic evidence and give them an opportunity to supplement the record.”” (at 2)

FACTUAL BACKGROUND

Olympic View brought a citizen suit alleging that Edmonds School District discharged contaminated stormwater to underground sources of drinking water at Madrona K–8 School. The parties had entered into a Water Service Connection Agreement addressing measures to protect the drinking water supply and providing that disputes arising from or relating to the agreement should first be submitted to mediation. Olympic View did not attempt mediation before filing suit, and the School District relied on the agreement in moving to dismiss. Olympic View opposed consideration of the agreement and submitted declarations and more than 200 pages of exhibits.

PROCEDURAL HISTORY

Olympic View filed a citizen suit alleging that Edmonds School District violated the Safe Drinking Water Act by discharging contaminated stormwater to underground sources of drinking water. The School District moved to dismiss based on a mediation clause in the parties' Water Service Connection Agreement. The parties submitted extrinsic evidence, including the agreement, declarations, and exhibits. The court converted the motion to a motion for summary judgment and directed the parties to propose a supplemental briefing schedule.

DISPOSITION

other

CASES CITED

- Grove v. Mead School District No. 354, 753 F.2d 1528, 1532 (9th Cir. 1985)
- Bank Melli Iran v. Pahlavi, 58 F.3d 1406, 1408 (9th Cir. 1995)
- San Pedro Hotel Co., Inc. v. City of Los Angeles, 159 F.3d 470, 477 (9th Cir. 1998)

OPINION

1 2 3 4 5 UNITED STATES DISTRICT COURT 6 WESTERN DISTRICT OF WASHINGTON
AT SEATTLE 7 OLYMPIC VIEW WATER AND SEWER CASE NO. C25-1409-KKE 8
DISTRICT, ORDER CONVERTING DEFENDANT’S 9 Plaintiff(s), MOTION TO DISMISS TO
A MOTION v. FOR SUMMARY JUDGMENT 10 EDMONDS SCHOOL DISTRICT NO. 15, 11
Defendant(s). 12 13 Plaintiff Olympic View Water and Sewer District (“Olympic View”) brought
this citizen 14 suit against Defendant Edmonds School District No. 15 (“the School District”) for
violating the 15 Safe Drinking Water Act by discharging contaminated stormwater to underground
sources of 16 drinking water at Madrona K–8 School.

Dkt. No. 1 ¶¶ 4–5. 17 The School District filed a motion to dismiss the action without prejudice
because Olympic 18 View failed to attempt to mediate the dispute before filing suit, as the School
District maintains is 19 required by the parties’ Water Service Connection Agreement (“WSCA”).
Dkt. No. 8. Olympic 20 View opposes the motion, contending that the WSCA does not govern the
claims presented in this 21 lawsuit.

Dkt. No. 16. 22 The WSCA is not referenced in Olympic View’s complaint but was submitted
along with 23 the School District’s motion. Dkt. No. 8 at 4, Dkt. No. 9-1. The School District
contends that 24 1 partly in response to Olympic View’s “vehement” opposition to the UIC Wells
at Madrona K–8, 2 the School District and Olympic View entered into the WSCA 3 to implement
additional measures to safeguard against contamination and to take reasonable measures to
monitor the potential for adverse impacts to the drinking 4 water supply and to require proactive
measures before harmful impacts occur.

5 Dkt. No. 9-1 at 3. The WSCA provides that “[i]f a dispute arises from or relates to this
Agreement 6 or the breach thereof and if the dispute cannot be resolved through direct discussions,
the parties 7 agree to endeavor first to settle the dispute in an amicable manner by mediation
administered by a 8 mediator ... before resorting to litigation.” Id. at 5.

As it is undisputed that Olympic View did not 9 attempt to mediate the claims presented in this
lawsuit before filing suit, the School District 10 requests that the Court dismiss the complaint
without prejudice to refiling after compliance with 11 the mediation clause. Dkt. No. 8 at 9. 12

Olympic View emphasizes the general rule that a court considers only the allegations in a 13 complaint when ruling on a motion to dismiss.

Dkt. No. 16 at 9. It therefore argues that because 14 its complaint does not reference the WSCA, the Court should refuse to consider the WSCA in 15 resolving the School District's motion to dismiss. Id. at 11. It also argues that its claims arise 16 under the Safe Water Drinking Act, rather than for breach of the WSCA, and therefore the WSCA 17 does not govern this lawsuit.

Id. at 17–20. Olympic View also argues the School District waived 18 its right to enforce the mediation clause by failing to engage in the “direct discussions” 19 contemplated under the WSCA either before or after Olympic View notified it of its intent to sue. 20 Id. at 20–22. Olympic View filed two declarations along with its opposition brief, with more than 21 200 pages of exhibits attached.

Dkt. Nos. 17, 18. 22 The School District's reply brief requests that the Court strike parts of the opposition, the 23 accompanying declarations, and exhibits. Dkt. No. 19 at 1. The School District also requests that 24 1 if the Court would prefer to convert its motion to a motion for summary judgment, that 2 supplemental briefing be permitted. Id. at 2. 3 The Court finds that resolution of the School District's motion will require consideration 4 of materials outside the pleadings, and that its motion should therefore be converted to a motion 5 for summary judgment.

6 When a district court “looks beyond the pleadings in evaluating a Rule 12(b)(6) motion to dismiss, the motion must be treated as one for summary judgment under 7 Rule 56.” *Grove v. Mead School Dist.* No. 354, 753 F.2d 1528, 1532 (9th Cir. 1985).

In providing notice to the parties, “a district court need only apprise the 8 parties that it will look beyond the pleadings to extrinsic evidence and give them an opportunity to supplement the record.” *Bank Melli Iran v. Pahlavi*, 58 F.3d 9 1406, 1408 (9th Cir. 1995). 10 *San Pedro Hotel Co., Inc. v. City of Los Angeles*, 159 F.3d 470, 477 (9th Cir. 1998).

Although 11 both sides have submitted extrinsic evidence with respect to this motion, the Court nonetheless 12 finds it appropriate to permit supplemental briefing to allow the parties to address the correct 13 standards of review under Rule 56 and fully articulate any arguments that may not have been raised 14 in a Rule 12(b)(6) context. 15 For these reasons, the Court will convert the School District's motion to dismiss (Dkt.

No. 16 8) to a motion for summary judgment. The parties are ORDERED to meet and confer on a 17 proposed supplemental briefing schedule (and any other interim deadlines needed), and shall file 18 either a stipulated motion for a briefing schedule or a statement describing the parties' respective 19 proposals on that issue (if agreement cannot be reached), no later than January 29, 2026.

20 Dated this 23rd day of January, 2026. 21 A 22 Kymberly K. Evanson 23 United States District
Judge 24

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