

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)

OPINION

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

PER CURIAM.

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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