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No. 101948-3

IN THE SUPREME COURT OF
THE STATE OF WASHINGTON

STANLEY XU and NANLING CHEN, Appellants and Cross-
Respondents

v.

JUDGMENT SERVICES, LLC, as assignee of STERLING SAVINGS
BANK, Respondent/Cross-Appellant.

JUDGMENT SERVICES, LLC'S ANSWER TO PETITION FOR
REVIEW

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I. INTRODUCTION

Stanley Xu and Nanling Chen (the “Xus”) seek review of an unpublished opinion that reversed a trial court’s order improperly discharging a valid and final judgment entered against them. The Xus were found liable to Sterling Savings Bank for a deficiency judgment in the amount of \$676,217.42, based both on an absolute and unconditional guarantee and their fraud. The Court of Appeals correctly reversed the trial court’s order because the judgment has never been paid or released. Furthermore, the Xus have not shown any basis for review under RAP 13.4(b). Accordingly, Judgment Services respectfully requests that the Court decline review.

II. STATEMENT OF THE CASE

A. Parkridge Property, LLC

Parkridge Property, LLC (“Parkridge”) owned a 249-unit apartment building in Everett (the “Property”). Parkridge had two members, CFD Funding I LLC (“CFD”) and Longwell Parkridge LLC (“Longwell”). Parkridge’s operating agreement designated Longwell as the managing member but required written consent from CFD to borrow money or grant any lien on the Property. *Sterling Savings Bank v. Xu*, 190 Wn. App. 1017 at *1 (2015)(unpublished).

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B. The Sterling Loan

In January of 2011, the Xus, who were the sole members of Longwell, forged Parkridge's operating agreement to cash out the equity in the Property. On behalf of Parkridge and using the forged operating agreement, the Xus applied for and obtained an \$18 million loan from Sterling (the "Sterling Loan") that was secured by the Property. *Id.* The forged Parkridge operating agreement incorrectly identified the Xus as the only members and the managing members of Parkridge. *Id.*; *see also* JS CP 179 at Finding 19. The Sterling Loan was evidenced, in part, by a promissory note (the "Note") and Deed of Trust (the "Deed of Trust") that encumbered the Property, both of which were fraudulently signed by the Xus.

The Xus also executed an unconditional and absolute personal guarantee of the Sterling Loan (the "Guaranty") promising to pay when due all obligations of Parkridge under the Note and Deed of Trust. JS CP 642-652. Of the \$18 million in loan proceeds from the Sterling Loan, \$15 million went to pay off a prior Deed of Trust on the Property held by GE Capital and the remaining \$3 million was disbursed directly to the Xus. JS CP 187 at Finding of Fact No. 51.

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C. *CFD v. Xu and Sterling and the Receiver's Sale of the Property*

When CFD discovered that the Xus had cashed out the \$3 million of equity in the Property without its consent, it initiated the underlying action against the Xus and Sterling to recover, in relevant part here, the \$3 million loan proceeds that was disbursed directly to the Xus. JS CP 192 at Finding of Fact No. 69. The following facts are key to the current dispute:

1. In June of 2012, a court-appointed receiver sold the Property resulting in net sale proceeds of \$17,714,020.84 (the "Sale Proceeds"). JS CP 196 at Finding of Fact No. 84.

2. CFD and Sterling agreed that Sterling was entitled to \$15,014,646.77 of the Sale Proceeds under the doctrine of equitable subrogation because the Sterling Loan proceeds had paid off a prior deed of trust in that amount. These sale proceeds were not disputed and are referred to herein as the "Undisputed Proceeds." *Id.*

3. CFD and Sterling then agreed that the remaining \$2,699,374.07 of Sale Proceeds would also be disbursed to Sterling, but without prejudice as to CFD's quiet title claims against Sterling's Deed of Trust. JS CP 196 at Finding of Fact No. 84. This \$2,699,374.07 is referred to herein as the "Disputed Proceeds."

4. The total Sale Proceeds (Undisputed Proceeds + Disputed

Proceeds) were not enough to pay the Sterling Loan off in full. The amount of the Sterling Loan that remained due after Sterling credited the Sterling Loan with both the Undisputed Proceeds and the Disputed Proceeds was \$595,428.02, plus interest, fees and costs for an amount \$676,217.42. This remaining unpaid amount is referred to herein as the “Deficiency.”

D. Sterling’s Motion for Summary Judgment against the Xus for the Deficiency and the Sterling Judgment

In February of 2014, Sterling moved for summary judgment against the Xus for the Deficiency only. Sterling’s claims against the Xus were for breach of the Guaranty and fraud. On April 4, 2014, Sterling’s motion for summary judgment was granted in its entirety and an order was entered awarding Sterling a monetary judgment solely for the Deficiency against the Xus in the principal amount of \$676,217.42 (the “Sterling Judgment”). JS CP 250-252. Again, it is undisputed that the Xus were credited with application of the Disputed Proceeds at the time of the entry of the Sterling Judgment for the Deficiency.

E. The April 16, 2014 Stipulation for Judgment

On April 16, 2014, after the Sterling Judgment was entered but before trial between Parkridge and Sterling as to the Disputed Proceeds, Sterling and Parkridge entered into a procedural agreement called the Stipulation for Judgment (the “Stipulated Judgment”) that merely set forth

how Sterling and Parkridge would proceed depending on the outcome of trial. JS CP 385-388.

F. Parkridge and Sterling Trial

The dispute between Parkridge and Sterling over the Disputed Proceeds that was held by Sterling went to trial.¹ The Xus did not participate in the trial. After a six-day bench trial, the court ruled in favor of Parkridge. The court concluded that Sterling could not enforce the Note and Deed of Trust against Parkridge. JS CP 286 (Conclusion of Law No. 35) and JS CP 291 (Conclusion of Law No. 54).² Therefore, Parkridge was entitled to the Disputed Proceeds (which had been disbursed to Sterling without prejudice after the receiver's sale).

Because the Note wasn't enforceable against Parkridge, Sterling did not have a claim against Parkridge for the Deficiency. On July 31, 2014, the trial court entered a judgment in favor of Parkridge against Sterling for the Disputed Proceeds, plus fees and costs (the "Parkridge Judgment"). JS CP 218-221 and JS CP 291 at Conclusion of Law No. 52.

G. Sterling's Appeal

Sterling appealed only the trial court's denial of Sterling's request that the Parkridge Judgment against Sterling be offset by the \$1 million

¹ *Sterling Savings Bank v. Xu*, 190 Wn. App. 1017 at *3 (2015) (unpublished).

² "Even though no contract has been formed, an action to invalidate a contract is nevertheless an action on contract."

Parkridge received from the settlement of its malpractice claim against Weiss.³ On September 28, 2015, the Court of Appeals issued an unpublished opinion affirming the trial court’s judgment against Sterling and denial of Sterling’s request to offset that judgment. *Sterling Savings Bank v. Xu*, 190 Wn. App. 1017 (2015) (Unpublished).

H. *Chicago Title v. Xu*, 16-2-06416-7

On May 13, 2016, Chicago Title Insurance Company (“Chicago Title”), as Sterling’s insurer, paid the Parkridge Judgment which represented the Disputed Proceeds that Sterling held after the receiver’s sale and it did not include any part of the Deficiency. Chicago Title paid the Parkridge Judgment (which was entered against Sterling) because of its indemnity obligations under Sterling’s Title Insurance Policy, *not* because of the Stipulated Judgment. Chicago Title’s payment of the Parkridge Judgment had nothing to do with the Stipulated Judgment or the Deficiency.

On August 2, 2016, Parkridge filed a full Satisfaction of the Parkridge Judgment. JS CP 222-223. Chicago Title then filed a separate action against the Xus for the amount it paid to satisfy the Parkridge Judgment (*i.e.*, which related solely to the Disputed Proceeds and not the

³ *Sterling Savings Bank v. Xu*, 190 Wn. App. 1017 at *5 (2015) (unpublished) (“Sterling Bank appeals the denial of its request for an offset of the judgment. Sterling Bank does not challenge the determination that the deed of trust is void and that the bank is not a bona fide encumbrancer.”).

Deficiency) under subrogation claims belonging to Sterling (the “Chicago Title Action”).

The Xus moved to dismiss Chicago Title’s complaint arguing that it was barred by res judicata. JS CP 476-492. Specifically, the Xus argued that the because the Sterling Judgment was a final judgment on the merits as between Sterling and the Xus and that Chicago Title had a concurrence of identity to Sterling because it defended Sterling, Chicago Title was barred from pursuing the Xus for the Parkridge Judgment damages. *Id.*

On August 15, 2016, King County Superior Court Judge O’Donnell agreed with the Xus and entered an order which dismissed Chicago Title’s Complaint. JS CP 493-495. Judge O’Donnell specifically held that the Sterling Judgment became a final judgment after entry of the Parkridge Judgment. The dismissal order further states in relevant part:

The parties fully litigated defendant Xu and Chen’s perfidy in the underlying case. Judge Linde considered, analyzed and adjudicated every aspect of their conduct in her thorough and thoughtful findings of fact. The parties had a full and fair opportunity to litigate Sterling’s claims in full **and there is nothing to indicate the judgment in that case was not final.** *Ensley v. Pitcher*, 152 Wn. App. at 900 (emphasis added).

JS CP 494. On September 13, 2017, Chicago Title filed a notice of appeal and, on March 15, 2018, the appeal was voluntarily dismissed. JS CP 497.

I. Assignments of the Sterling Judgment

On November 9, 2020, the Sterling Judgment was assigned to GSUHC Recovery Fund, LLC. JS CP 227-232. Then, on November 10, 2021, GSUHC Recovery Fund, LLC assigned the Sterling Judgment to Judgment Services. JS CP 233-236.

J. Judgment Services' Motion to Add Judgment Summary

On November 16, 2021, Judgment Services filed a Motion for Entry of Judgment with Judgment Summary requesting to have a judgment summary added to the Sterling Judgment pursuant to RCW 4.64.030(2)(a). JS CP 237-247. Judgment Services' Motion also requested that the post-judgment interest accruing on the Sterling Judgment be stated in the judgment summary at 12% under RCW 4.56.110(6) and *Kitsap County Bank v. Lewis*, 24 Wn. App. 757, 759, 603 P.2d 855 (1979) (Where a judgment does not contain a recital as to the rate of interest it shall draw, the judgment bears interest at the statutory rate). Judgment Services' Motion was granted by Commissioner Judson on December 1, 2021. JS CP 306-311.

K. Xus' Motion to Revise.

The Xus moved to revise the order granting Judgment's Services' Motion to Add a Judgment Summary. JS CP 312-327. On January 5, 2022, the trial court affirmed that the Sterling Judgment was a valid judgment and

that Judgment Services was entitled to have the Sterling Judgment entered with a judgment summary on the execution docket in the original principal amount of \$676,217.42. JS CP 442-444. The trial court reversed the Commissioner's order regarding the post-judgment interest rate of 12% and held that the post-judgment interest of the Sterling Judgment was to be determined by separate motion. *Id.*

The Xus appealed the order granting Judgment Services' Motion to Add a Judgment Summary and that appeal was eventually consolidated with Judgment Services' appeal of the trial court's order discharging the Sterling Judgment.

L. Xus' Motions to Discharge the Sterling Judgment

The Xus subsequently filed two motions to discharge the Sterling Judgment based solely on the procedural Stipulated Judgment between Parkridge and Sterling. Neither motion was supported with evidence. JS CP 338-437 and 519-628.

The Amended Motion to Discharge was heard on February 25, 2022 and the trial court granted the motion. The trial court ruled that the Stipulated Judgment was (1) a release by Sterling of its Deficiency Claim against Parkridge; and, (2) that the consideration that Sterling received in exchange for the Stipulated Judgment was the amount that Chicago Title paid to Parkridge to satisfy the Parkridge Judgment under the Loan Policy.

Judgment Services moved for reconsideration which was denied on April 1, 2022. JS CP 865-877 and 891-892.

The Xus also sought attorney fees and costs at the trial court in the amount of \$161,550. JS CP 845-854. Judgment Services objected and pointed out that it should be denied because there was no basis for attorneys' fees on the Xus' CR 60(b) motion. The trial court granted the Xu's entire fee petition without any findings of reasonableness. JS CP 893-894.

The Court of Appeals reversed the trial court's discharge of the Sterling Judgment and the award of attorneys' fees to the Xus. The Court of Appeals also affirmed the trial court's order authorizing Judgment Services to add a judgment summary to the Sterling Judgment. The Xus' Petition for Review does assign error or address in any way the Court of Appeals ruling related to adding the judgment summary.

III. ARGUMENT

1. Standard for Petition for Review

A petition for review will be accepted by the Supreme Court only: (1) If the decision of the Court of Appeals is in conflict with a decision of the Supreme Court; or (2) If the decision of the Court of Appeals is in conflict with a published decision of the Court of Appeals; or (3) If a significant question of law under the Constitution of the State of Washington or of the United States is involved; or (4) If the petition

involves an issue of substantial public interest that should be determined by the Supreme Court. RAP 13.4(b). None of these apply here.

2. The Xus' do not cite any caselaw inconsistent with the Court of Appeals' decision.

The Xus' Petition for Review cites four cases that, unlike here, either do not involve an express waiver from the surety like the Xus' Guaranty or they implicate Article 9 of the UCC because the collateral was personal property (*see*, RCW 62A.9A-109); whereas here, the collateral was real property and the UCC does not apply): *Kitsap County Credit Bureau, Inc. v. Richards*, 52 Wn.2d 381 (1958) and *MGIC Financial Corp. v. H.A. Briggs Co.*, 24 Wn. App. 1 (1979) do not address or involve a waiver and neither are inconsistent with *Blanchard* or otherwise apply to this case. *Security State Bank v. Burk*, 100 Wn. App. 94 (2000) and *McChord Credit Union v. Parrish*, 61 Wn. App. 8 (1991) are substantively distinguishable because, as both cases point out, they implicate Article 9 of the UCC because the collateral was personal property. The Court of Appeals' decision is not inconsistent with any of these cases.

3. There is no double recovery because the Sterling Judgment has never been paid.

The Court of Appeals correctly held that there was no double recovery or windfall to Sterling or Judgment Services because the Deficiency was never paid: 1. Sterling never recovered the [Deficiency]

from Parkridge because the court invalidated the promissory note and deed of trust based on Sterling's failure to discover Xu's fraudulent conduct; 2. Sterling did not recover the loan deficiency from the proceeds of the receiver's sale; and 3. Sterling did not recover the loan deficiency from Xu. Therefore, as the Court of Appeals held, there is no factual basis in this record from which to conclude that enforcement of the summary judgment against Xu [the Sterling Judgment] would cause a "double recovery." Petition Appendix at p. 13.

4. The Court of Appeals correctly ruled that the Xus waived any defense for a release of the principal obligor.

The Court of Appeals questioned the trial court's finding that the Stipulated Judgment constituted a release of Sterling's Deficiency claim against Parkridge, but ultimately held that it was unnecessary to resolve that issue because, even assuming it was a release, as a matter of law, that did not discharge the Xus from the Deficiency because they had waived that defense. This finding is supported by well-established Washington caselaw. A guarantor's waiver of defenses is enforceable according to its terms. *Union Bank, N.A. v. Blanchard*, 194 Wn. App. 340, 352, 378 P.3d 191 (2016). "Just as guaranties may be absolute and unconditional, so may they waive claims and defenses. Waiver provisions in guaranties are uniformly upheld and enforced by Washington courts, including on

summary judgment” *Id.* (citations omitted).

The Xus do not dispute that they signed a Guaranty that waived the right to claim that their obligation to pay Sterling was discharged by operation of law when a trial court invalidated the underlying promissory note. The Court of Appeals correctly held the waiver is valid.

5. Applying the Restatement (Third) of Suretyship and Guaranty, § 39 (2021) does not discharge or reduce the Sterling Judgment

Acknowledging the effect of their waiver, the Xus argue that Sterling received consideration in exchange for the alleged “release.” The Court of Appeals properly rejected this argument for three reasons. First, there is no evidence that Parkridge paid Sterling anything of value to avoid having to pay the Deficiency. Second, there is no authority that a guarantor’s liability already reduced to judgment can be discharged by subsequent litigation between a creditor and a primary debtor. And, finally, because of the fraud findings in the Sterling Judgment, the Restatement of Suretyship would have no effect on a secondary debtor’s liability based on their own fraudulent conduct.

In addition to the above reasons, the “consideration” under the Restatement must come from the principal obligor or someone in privity with the principal obligor. *Allen v. Yates*, 870 A.2d 39, 48 (2005, Dist. Of Columbia Court of Appeals). It is undisputed here that Chicago Title paid

the entire Parkridge Judgment, not Parkridge or anyone in privity to Parkridge. The Xus are not entitled to get credit under the Restatement from any payment made by Chicago Title. Parkridge did not pay Sterling anything- the Parkridge Judgment was a judgment in favor of Parkridge against Sterling.

6. The Court of Appeals correctly found that RCW 4.22.060(2) does not apply here because there is no contributory fault between Parkridge and the Xus.

RCW 4.22.060 was enacted as part of the tort reform act in 1981 to provide a means to allocate liability among joint tortfeasors. *Bird v. Best Plumbing Group, LLC*, 175 Wn. 2d 756, 766, 287 P.3d 551 (2012); *Brewer v. Fibreboard Corp.*, 127 Wn. 2d 512, 522, 901 P.2d 297 (1995)(RCW 4.22.060 creates a right of contribution between joint tortfeasors). Under RCW 4.22.060, a released person must be a person liable for contribution. “Contribution” is “[a] tortfeasor's right to collect from others responsible for the same tort after the tortfeasor has paid more than his or her proportionate share, the shares being determined as a percentage of fault.” *Mazon v. Krafchick*, 158 Wn. 2d 440, 451, 144 P.3d 1168 (2006). RCW 4.22.060 does not apply to breach of contract damages or damages caused by intentional torts. *See, Tegman v. Accident & Medical Investigations, Inc.*, 150 Wn. 2d 102, 119, 75 P.3d 497 (2003).

Here, the Sterling Judgment against the Xus arises from a breach of

the Guaranty and fraud, not negligence. RCW 4.22 does not apply to breach of contract claims or intentional torts like fraud. Furthermore, Parkridge and the Xus are not joint-tortfeasors. The Xus are the only ones that have any tort liability in this case. Joint and several liability must exist before a defendant has a right to contribution from another defendant. *Kottler v. State*, 136 Wn. 2d 437, 442, 963 P.2d 834 (1998).

Furthermore, the Xus cannot establish the essential elements for an offset on the face of RCW 4.22.060(b). Sterling did not enter into a “release, covenant not to sue, covenant not to enforce judgment, or similar agreement” with Parkridge. The Stipulated Judgment, as discussed above, merely agrees to dismiss (without prejudice) Sterling’s counterclaim against Parkridge if Parkridge was successful at trial (which would have been the outcome regardless of the Stipulated Judgment). An agreement to dismiss a case (without prejudice) conditioned on the outcome of a full trial is not a release under RCW 4.22.060(b).

7. Sterling did not release Parkridge from its Deficiency claim

Judgment Services preserves its argument that, as a matter of law, the Stipulated Judgment is not a release. Any such finding that it is a release is contradicted by the fact that a trial on the very claim supposedly released was necessary as a condition precedent for the agreement to take effect.

The sole reason that Sterling does not have a deficiency claim

against Parkridge is, not because it was released, but because the trial court concluded that Sterling's Note and Deed of Trust with Parkridge were invalid because Xu fraudulently executed them.⁴ The Xus are now attempting to improperly benefit from their fraud. Said fraud was the primary reason Sterling Savings was not able to retain the Disputed Proceeds vis-à-vis Parkridge. It is also the reason the Xus remain liable for the Deficiency.

The Stipulated Judgment between Sterling and Parkridge, instead, merely set forth how the parties would proceed depending on the outcome of trial and conditioned dismissal (without prejudice) of Sterling's claim only in the event Parkridge won at trial, which would have resulted in a dismissal of Sterling's claim regardless of the Stipulated Judgment. The relevant part of the Stipulated Judgment states that:

The parties agree that if the Court finds in favor of Parkridge on its claim against Sterling and enters judgment for Parkridge, the Court should also dismiss Sterling's counterclaim against Parkridge and Parkridge releases Sterling from any further liability beyond its present title coverage.

JS CP 169-172.

Furthermore, a stipulated settlement agreement is a contract between parties and is considered it under the common law of contracts.

⁴ *Sterling Savings Bank v. Xu*, 190 Wn. App. 1017 at *4 (2015).

Condon v. Condon, 177 Wn.2d 150, 162, 298 P.3d 86 (2013). Under the objective manifestation theory of contracts, the parties' intent is based on the objective manifestations of the agreement. *Condon*, 177 Wn.2d at 162. Here, the Stipulated Judgment is not ambiguous. It does not release, discharge, or modify in any way the Sterling Judgment against the Xus and the Xus and the Sterling Judgment are never even mentioned in the Stipulated Judgment.

The Disputed Proceeds debt reflected in the Parkridge Judgment is separate and distinct from the Deficiency debt in the Sterling Judgment. The Stipulated Judgment has no effect on the Sterling Judgment and a ruling that it does is contrary to law. The fact that Sterling and its successors did not immediately attempt to enforce the Sterling Judgment has no bearing on the intent of the parties to the Stipulated Judgment.

IV. CONCLUSION

For the foregoing reasons, Judgment Services requests that the Xus' Petition for Review be denied.

Undersigned counsel certified that this Answer contains 4,206 words.

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Dated: June 1, 2023.

Respectfully submitted,

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