No. 89717-4

SUPREME COURT
OF THE STATE OF WASHINGTON

No. 70225-4-I

COURT OF APPEALS, DIVISION I
OF THE STATE OF WASHINGTON

BANK OF AMERICA, N.A., a national association,

Petitioner,
v.

KENNETH TREIGER,
a married person as to his separate estate,

Respondent,

J'AMY LYN OWENS, an unmarried person, SHULKIN, HUTTON, INC., P.S. a Washington professional service corporation; and EDMUND JOHN WOOD,

Defendants.

ANSWER TO PETITION FOR REVIEW

SMITH GOODFRIEND, P.S.

By: Catherine W. Smith
WSBA No. 9542
Valerie A. Villacin
WSBA No. No. 34515

1619 8th Avenue North
Seattle, WA 98109
(206) 624-0974

Attorneys for Respondent Kenneth Treiger

TABLE OF CONTENTS

TABLE OF AUTHORITIES

STATE CASES

RULES AND REGULATIONS

A. Identity of Respondent.

The respondent is Kenneth Treiger, who was the appellant and prevailing party in the Court of Appeals' review of the trial court's ruling on remand from this Court's decision holding that judgments in favor of Treiger entitled him to priority to certain sale proceeds over any claim by petitioner Bank of America (the "Bank").

B. Restatement of Facts.

This is the second time that the Bank, an unsecured creditor of Treiger's former wife, has asked this Court to give it priority in certain proceeds from the sale of real property that were awarded to Trieger before the Bank perfected its own interest. The Court's earlier decision, as supplemented by the record on appeal, support the following undisputed facts that caused this Court in the first appeal, and the Court of Appeals in this second appeal, to confirm Treiger's priority over the Bank's later perfected claim:

1. The Bank made an unsecured loan to Treiger's former wife Owens.

Treiger and J'Amy Lynn Owens were married in July 1997. *Bank of America, N.A. v. Owens*, 173 Wn.2d 40, 44, ¶ 3, 266 P.3d 211 (2011). Owens (but not Treiger) executed promissory notes in favor of respondent Bank in October 1998 and in May 2000,

personally guaranteeing loans from the Bank to a business partially owned by Owens. (I CP 148; II CP 9-21; 173 Wn.2d at 44, ¶ 3) Treiger and Owens separated in June 2000, a month after Owens signed the second guarantee to the Bank. 173 Wn.2d at 44, ¶ 3. On February 22, 2001, Treiger filed a petition to dissolve his marriage to Owens. 173 Wn.2d at 44, ¶ 3.

2. Any obligation owed by the community or Treiger on the Bank's unsecured loan to Owens was discharged when Treiger's bankruptcy estate paid the Bank nearly $100,000.

On January 30, 2002, while the marital dissolution action was pending, Treiger filed for bankruptcy. 173 Wn.2d at 45, ¶ 3. Owens filed her own bankruptcy action less than a month later. 173 Wn.2d at 45, ¶ 3. On June 19, 2002, while both bankruptcy actions were pending, the dissolution court dissolved the Treiger/Owens marriage, expressly reserving property and debt issues until the bankruptcy proceedings were concluded. 173 Wn.2d at 44, ¶ 3. The bankruptcy court subsequently dismissed Owens' bankruptcy petition. 173 Wn.2d at 45, ¶ 4.

Treiger and Owens had purchased the "Maplewood property" as "husband and wife" in 2001. (I CP 84-86, 179, 269; 173 Wn.2d at 45, ¶ 4). The bankruptcy court concluded that the

Maplewood property was community property, and thus property of Treiger's bankruptcy estate. 173 Wn.2d at 45, ¶ 4. After the marriage was dissolved, but before any property of the marriage was distributed, Owens reached an agreement with the trustee in Treiger's bankruptcy to purchase the Maplewood property out of Treiger's bankruptcy estate in exchange for $215,000. 173 Wn.2d at 45, ¶ 4.

The Bank participated in these proceedings, having filed proofs of claim for its unsecured loans to Owens in Treiger's bankruptcy action in December 2003, describing the debts as "unsecured nonpriority claims" and a "community obligation of the marital community of Kenneth Treiger and J'Amy Lyn Owens." (I CP 137; II CP 72-73, 83-84) All community debt and any separate debts of Treiger, including any obligation to the Bank, were discharged when Treiger's bankruptcy was closed in August 2004 after Treiger's bankruptcy estate paid over $95,000 to the Bank. (I CP 137, 173-74; II CP 100-02)

3. The dissolution court entered a judgment in favor of Treiger for half the net proceeds from the sale of Owens' real property.

Treiger and Owens returned to state court to resolve the property and liability issues of the marriage. 173 Wn.2d at 45, ¶ 5.

The dissolution court ordered the Maplewood property sold and awarded Treiger one-half of the net proceeds from sale. 173 Wn.2d at 45, ¶ 4. The supplemental dissolution decree entered May 9, 2006, 173 Wn.2d at 45, ¶ 5, expressly defined "net proceeds" as the proceeds from the sale less only the costs of sale and the outstanding mortgage. (I CP 21) The decree provided that any "lawsuits against the wife or liens or encumbrances against the property for wife's debts" would be paid from Owen's share of the proceeds. (I CP 22)

4. The Bank obtained a prejudgment writ of attachment against only Owen's interest in the sale proceeds more than six months after Treiger obtained his judgment.

On July 18, 2006, two months after the supplemental decree of dissolution was entered, the Bank sued Owens for the unsecured amounts she still owed after Treiger's bankruptcy discharged any liability of the community and Treiger to the Bank. 173 Wn.2d at 47, ¶ 9. On November 9, 2006, the Bank amended its complaint to add a claim "*in rem* against any and all separate property of J'Amy Lyn Owens awarded to Kenneth Treiger" (I CP 138; II CP 32) and sought a prejudgment writ of attachment against the Maplewood property. (I CP 63; II CP 51) In its motion, the Bank stated that "the purpose of the prejudgment writ of attachment [ ] is to secure a

lien on the separate real property of J'Amy Owens and *in rem* against any interest in said separate property awarded to Kenneth Treiger . . . ." (II CP 52)

The superior court granted the Bank's request only for a writ against Owens' interest. (I CP 63; 173 Wn.2d at 47, ¶ 9) The court refused the Bank's request to attach Treiger's interest in the Maplewood property and its proceeds. (*See* I CP 63-65) The Bank's prejudgment writ of attachment only against Owens' interest in the Maplewood proceeds was recorded on December 20, 2006 – more than 7 months after Treiger's interest in the proceeds was already perfected when the supplemental decree of dissolution was entered. 173 Wn.2d at 47, ¶ 9.

After the Maplewood property sold in May 2007 (I CP 135), $1,114,054.83 in proceeds were wired to a blocked account pursuant to the agreement of Owens, Treiger, and the Bank to await a judicial determination of their respective interests in the proceeds. (I CP 147) On December 14, 2007, 18 months after Treiger was awarded his interest in the Maplewood proceeds in the supplemental decree of dissolution, the court entered a $593,519.24 judgment in favor of the Bank against Owens, representing the

remaining principal owed, accrued interest, and attorney fees of $57,228.09. (I CP 58-61, 148)

There were insufficient proceeds from the Maplewood sale both to pay Treiger his one-half of the net proceeds from sale and to fully satisfy the Bank's judgment against Owens. King County Superior Court Gregory Canova allowed the Bank to fully satisfy its judgment against Owens before Treiger was paid his share of the net proceeds on the grounds that "the Supplemental Dissolution Decree . . . did not grant Treiger a lien or other interest in the Maplewood Property" (CL 6, I CP 294) As a consequence, on April 10, 2008, Treiger received $233,416.62 less than he should have, and the Bank's unsecured loan against his ex-wife Owens was fully satisfied from Treiger's portion of the net proceeds of sale. (*See* I CP 250, 301-02; 173 Wn.2d at 47, ¶ 11).

5. This Court held that Treiger's judgment had priority over the Bank's later perfected interest in the same proceeds.

Treiger appealed. (I CP 283, 297) The Bank did not cross-appeal the trial court's denial of its request to attach Treiger's interest in the Maplewood property and its proceeds. Nor did the Bank raise its *in rem* claim as an alternate ground for affirmance. On the Bank's petition for review, this Court affirmed the Court of

Appeals' decision reversing the trial court, holding that the supplemental decree "created an equitable lien in favor of Treiger against the Maplewood property in the amount of one-half of the net proceeds of its sale." 173 Wn.2d at 54, ¶ 29, *affirming* 153 Wn. App. 115, 221 P.3d 917 (2009). This Court concluded that because the supplemental decree had been entered and recorded prior to the Bank's prejudgment writ of attachment, Treiger's lien has priority and Treiger was entitled "to one-half of the proceeds of the Maplewood property sale before satisfaction of Bank of America's lien." 173 Wn.2d at 50, 54, ¶¶ 19, 30.

6. On remand, the trial court once again gave the Bank priority to the proceeds over Treiger, contrary to this Court's decision.

On remand, the trial court granted the Bank's motion for a "judgment *in rem* in the amount of $308,990.37[1], as an existing separate creditor of Ms. Owens at the time of the divorce court awarding a portion of her separate property to Mr. Treiger." *Bank of America, N.A. v. Owens*, ___ Wn. App. _, ¶ 18, 311 P.3d 594, 598 (2013). In direct contradiction to this Court's decision, the trial court ruled that "Bank of America's *in rem* judgment is superior to

[1] The amount differs from the amount Trieger was "shorted" in the distribution because of the treatment of other collateral judgments Treiger had obtained against Owens that are no longer at issue.

the claims of Mr. Treiger therein" and allowed the Bank to satisfy its "*in rem* judgment" from Treiger's half of the proceeds of sale. (II CP 457)

Treiger moved to recall the mandate, and appealed a second time. This Court denied the motion to recall[2] and directed Division One to decide Treiger's appeal. 311 P.3d at 598, ¶ 19. On October 14, 2013, Division One once again reversed, holding that this Court's mandate granting priority to Treiger in the sale proceeds over the Bank was the "law of the case," 311 P.3d at 599, ¶¶ 24, 25, and that in any event Treiger's equitable interest in the proceeds, as established by the supplemental decree of dissolution, was "first in time, [thus] first in right" and had priority over the Bank's supposed

---

[2] Contrary to the Bank's claim, this Court did not make a substantive determination whether the trial court complied with the law of the case by denying the motion to recall the mandate. (Petition 20) As the Bank noted in its answer to Treiger's motion to recall the mandate, the "question of compliance by the trial court may be raised by motion to recall the mandate or by initiating a separate review of the lower court decision." (Answer 14, *citing* RAP 12.9(a)) By denying the motion, this Court directed the parties to pursue a separate review. This is no different than the procedural posture in *Humphrey Industries, Ltd. v. Clay Street Associates, LLC,* discussed in the first argument section below at 10-12, in which this Court also denied appellant's motion to recall the mandate (*see* Docket for Case no. 826871), but ultimately concluded after a "separate review" that the trial court had not complied with its mandate and reversed the decision on remand - just as the Court of Appeals did in this case.

in rem claim based on its unsecured loan to Owens. 311 P.3d at 600, ¶ 28.

The Bank once again petitions for review.

C. Grounds for Denying Review.

There is no basis under RAP 13.4 for this Court to review the Court of Appeals decision holding that Treiger's interest in the sale proceeds had priority over any interest of the Bank – *in rem* or otherwise. Division One's decision was compelled by this Court's decision in the earlier appeal and is consistent with this Court's decisions in *Humphrey Industries, Ltd. v. Clay Street Associates, LLC,* 176 Wn.2d 662, 669-71, ¶¶ 13-16, 295 P.3d 231 (2013), holding that a trial court must comply with the Court's decision on remand, and *Griggs v. Averback Realty, Inc.,* 92 Wn.2d 576, 586, 599 P.2d 1289 (1979), holding that a creditor that has an unsecured claim against only one spouse cannot satisfy the debt from property conveyed to the other spouse on divorce.

The Bank fails to address any of these decisions, and in fact does not even cite to RAP 13.4 in asking this Court to accept review. Because the Court of Appeals decision is consistent with decisions from this Court (RAP 13.4(b)(1)), does not raise any significant constitutional questions (RAP 13.4(b)(3)), and is not an issue of

substantial public import (RAP 13.4(b)(4)), this Court should deny review.

1. Division One's decision that Treiger's priority in the sale proceeds was the law of the case is consistent with this Court's recent decision in *Humphrey Industries*.

This Court held in the first appeal that the Supplemental Decree of Dissolution "entitled Kenneth Treiger to one-half of the proceeds of the Maplewood property before satisfaction of Bank of America's lien," and remanded "to the superior court for further proceedings consistent with this opinion." 173 Wn.2d at 54-55, ¶¶ 29, 30. The Bank's petition does not even cite, much less address, this Court's decisions on which Division One relied in holding that the law of the case required the trial court to give priority to Treiger's interest in the proceeds, including this Court's recent decision in *Humphrey Industries, Ltd. v. Clay Street Associates, LLC,* 176 Wn.2d 662, 295 P.3d 231 (2013) (*Humphrey (II)*), *after remand from* 170 Wn.2d 495, 508, ¶ 24, 242 P.3d 846 (2010) (*Humphrey (I)*). Division One properly concluded that this Court's ruling was the law of the case and that the trial court's discretion on remand was limited to allowing Treiger to satisfy his liens before, and without any claim from, the Bank. 311 P.3d at 599, ¶ 24.

In *Humphrey,* the trial court had previously ordered appellant Humphrey to pay attorney fees based on a finding that Humphrey acted arbitrarily, vexatiously, and not in good faith. The trial court also denied Humphrey's request for fees against respondent Clay under the LLC Act, finding that Clay substantially complied with the Act and that an award of fees was not warranted.

This Court reversed both attorney fee orders and held that "given the circumstances of this case, the record does not establish that Humphrey's actions were arbitrary, vexatious, and not in good faith." *Humphrey (I),* 170 Wn.2d at 508, ¶ 24. This Court also held that Clay had not substantially complied with the LLC Act, that the trial court could award fees under the Act to Humphrey, and "remand[ed] for reconsideration of the attorney fee award." *Humphrey (I),* 170 Wn.2d at 498, 507, ¶¶ 2, 21.

On remand from this Court, the trial court awarded Humphrey some fees, based on this Court's decision that Clay had not substantially complied with the LLC Act. But the trial court also reinstated a portion of the fee award against Humphrey that this Court had vacated, on the grounds that there was "significant other evidence" in the record that supported its earlier finding that Humphrey had acted arbitrarily.

On Humphrey's second appeal, this Court reversed once again, holding that the trial court had no authority and had violated the law of the case by reinstating an award of fees that this Court had previously vacated. *Humphrey (II)*, 176 Wn.2d at 671, ¶ 16. As Division One recognized, the trial court in this case similarly violated the law of the case. 311 P.3d at 600, ¶ 24. The trial court had no authority on remand to effectively grant the Bank priority over Treiger in the Maplewood proceeds contrary to this Court's determination that because "the Supplemental Decree was entered and recorded prior to the Bank's prejudgment writ of attachment, Treiger's lien has priority." 173 Wn.2d at 50, ¶ 19.

In holding that the trial court's ruling giving the Bank priority "thwarted" this Court's ruling, and was thus error, 311 P.3d at 599, ¶ 25, Division One also looked to this Court's decision in *National Bank of Washington v. Equity Investors*, 83 Wn.2d 435, 518 P.2d 1072 (1974) for guidance – another case not cited or addressed in the Petition. In *National Bank*, the trial court had determined the priorities of three lien holders: the Bank, MacDonald, and Columbia – in that order. Columbia appealed, asserting that its lien had priority over the Bank's. The Supreme Court agreed that Columbia's "materialman's lien is superior to the

bank's lien for later advances, and accordingly reverse[d]." *National Bank*, 83 Wn.2d at 438 (*quoting its earlier decision at* 81 Wn.2d 886, 927, 506 P.2d 20 (1973)).

On remand, the result of the first appeal was that the priority should have been: Columbia, the Bank, and MacDonald. The trial court nevertheless gave MacDonald's lien priority over Columbia's on remand, based on MacDonald's claim that since Columbia had not appealed the trial court's earlier ruling that MacDonald (who was junior to the Bank) was prior to Columbia, it was now the "law of the case." This Court reversed again, holding that MacDonald could not "thwart the direction of this court that Columbia be paid in full from the proceeds of the foreclosure sale," as its earlier decision clearly "intended Columbia's lien claim for materials furnished to be satisfied in full from the proceeds of the foreclosure sale prior to the Bank's lien claim." *National Bank*, 83 Wn.2d at 442.

Ignoring these cases, the Bank relies on this Court's decision in *Monroe v. Winn*, 19 Wn.2d 462, 142 P.2d 1022 (1943), arguing that on remand a trial court has discretion to "rul[e] against the successful appellant on an issue closely related to the overturned ruling." (Petition 19-20) But in *Monroe*, the trial court did not

reinstate an earlier ruling that this Court had vacated, as the trial court did here. Instead, the trial court in *Monroe* did exactly what this Court directed it to do – it reinstated former trustees who had been removed in the orders reversed on appeal, while at the same time deciding the acting trustee's request for fees incurred while the appeal was pending. That is a far cry from what the trial court did here, reinstating the Bank's priority over Treiger that this Court had expressly rejected in the first appeal. And far worse than in *National Equity,* it did so for the benefit of a party, the Bank, that this Court had clearly ruled could take only after Treiger's lien was satisfied.

As Division One properly concluded, if the Bank wished to pursue its *in rem* claim to seek priority over Treiger, it "could and should have raised the *in rem* claim in the first appeal. Having failed to do so, the Bank abandoned that claim. The trial court erred by allowing the Bank to sit on its *in rem* theory and raise it upon not prevailing on its initial theory. Doing so flies squarely in the face of the indisputable policy against allowing piecemeal appeals." 311 P.3d at 600, ¶ 27. Nor does *Coalition on Government Spying v. King County Dept. of Public Safety,* 59 Wn. App. 856, 801 P.2d 1009 (1990), *overruled on other grounds by Spokane*

Research & Defense Fund v. City of Spokane, 155 Wn.2d 89, 117 P.3d 1117 (2005) (Petition 17) support the Bank's claim that it was up to Treiger to raise the Bank's *in rem* claim by challenging the trial court's determination that it was moot. In the *Coalition* case, it was the party whose claim was rendered moot that challenged the ruling. Here, it was the Bank whose *in rem* claim was rendered moot – and the Bank abandoned it by failing to raise it as an alternate grounds for affirmance in the first appeal. *See* RAP 2.5(a).

It is regrettable that, as in *Humphrey Industries,* the trial court in this case refused to comply with this Court's mandate. But the Court of Appeals corrected that error, in a well-reasoned decision that conflicts with no decisions of this or any other court, and that meets none of the RAP 13.4 criteria for review. Treiger has waited over five years, and been forced to prosecute two appeals, to realize his priority interest in sale proceeds that the Bank has held all this time. He should have to wait no longer. This Court should deny review.

2. Division One's decision that Treiger's judgment lien had priority over the Bank's *in rem* claim is consistent with this Court's decision in *Griggs*.

As Division One properly concluded, "the Supplemental Decree created an equitable lien on the Maplewood property, which

is the same 'rem' against which the Bank asserts its *in rem* claim. Because Treiger's lien is first in time, it is first in right." 311 P.3d at 600, ¶ 28. Even if the trial court could have considered the Bank's *in rem* claim on the merits on remand, it was wrong in allowing the Bank to satisfy its separate judgment from property awarded to Treiger in the dissolution action. The Bank's Petition once again ignores this Court's decisional law supporting the Court of Appeals decision, failing to cite or address *Griggs v. Averbeck Realty, Inc.*, 92 Wn.2d 576, 599 P.2d 1289 (1979), *cited at* 311 P.3d at 600, ¶¶ 28, 29, in which this Court held that a previously unsecured creditor could not reach property awarded to a spouse who was not liable on the debt to satisfy the obligations of a debtor spouse.

The creditor in *Griggs* sought to recover monies from a husband and wife who divorced before a judgment was entered. The creditor obtained a default judgment against each spouse individually, but not against the community. The wife successfully vacated the default judgment against her, and then prevailed in a trial on the merits against the creditor. Subsequently, the creditor sought to enforce the default judgment against the husband by executing on community property that had been distributed to the wife under the divorce decree.

This Court affirmed the trial court's order restraining execution on the wife's property, holding that the creditor was barred from collecting on the ex-husband's debt from former community property awarded to his former wife, who was not obligated to the creditor. The Court held that "when the community creditors have not obtained, *during the existence of the marriage,* a judgment against one or both of the spouses, or against the community, and when a former spouse, after termination of the marriage, prevails on the merits, then property distributed to that former spouse-even though previously community property-cannot be used to satisfy a judgment against the other former spouse." *Griggs*, 92 Wn.2d at 586 (emphasis added).

Treiger, like the spouse in *Griggs*, was not liable to the Bank. Any liability Treiger or the community had to the Bank had been discharged in Treiger's bankruptcy. Consistent with *Griggs*, the Court of Appeals in this case properly held that the trial court could not allow the Bank to satisfy Owen's *separate* unsecured debt from assets awarded to Treiger in the dissolution. *See* 311 P.3d at 600, ¶ 29.

Division One's decision is not inconsistent with the cases on which the Bank relies to support its claim that it had some sort of

inchoate right to the Maplewood proceeds before its writ attached. In each of those cases, an unsecured creditor was allowed to pursue payment of a *community* obligation against community property awarded to a former spouse who was also liable to the creditor. *See e.g., Watters v. Doud*, 95 Wn.2d 835, 631 P.2d 369 (1981); *Baffin Land Corp. v. Monticello Motor Inn, Inc.*, 70 Wn.2d 893, 425 P.2d 623 (1967); *Dizard & Getty v. Damson*, 63 Wn.2d 526, 387 P.2d 964 (1964); *Farrow v. Ostrom*, 16 Wn.2d 547, 133 P.2d 974 (1943); *Capital Nat'l Bank of Olympia v. Johns*, 170 Wash. 250, 16 P.2d 452 (1932); *McLean v. Burginger*, 100 Wash. 570, 171 P. 518 (1918) (Petition 12). In other words, unlike in *Griggs*, or this case, the spouse from whom the creditor was seeking payment was also liable to the creditor in each of the cases relied upon by the Bank.

Finally, the Bank's due process rights are not violated by the courts' determination of lien priorities. The dissolution court did not purport "to modify the rights of [the] creditors" by awarding Treiger his interest in the sale proceeds. (Petition 11) Nor did the dissolution court's decree "extinguish" the Bank's ability to pursue payment of the unsecured obligation owed to it by Owens from *her* assets. (Petition 10) To the extent the Bank's judgment against

Owens is unsatisfied, it may still pursue its claim against Owens by levying against her existing and future property interests.

The Bank's failure to perfect its unsecured claim against Owens earlier than Treiger is not the fault of the court, or of Treiger. The Bank chose to make an unsecured loan to Owens. When she defaulted in 2002, the Bank chose to wait four years before filing an action against Owens even though it had only been paid a portion of the obligation owed from Treiger's bankruptcy estate two years earlier. The Bank must abide by its decisions to not act sooner to ensure its priority interest in Owens' assets. Its failure to do so is not a basis for this Court to accept review.

D. Conclusion.

The Court of Appeals' decision is consistent with this Court's decisions and compelled by this Court's previous decision in this case. The Bank still has its claims against Owens. If it wants to pursue satisfaction of its judgment it should do so from the party who is obligated to it. This Court should deny review.

Dated this 13th day of December, 2013.

SMITH GOODFRIEND, P.S.

By: _____
Catherine W. Smith, WSBA No. 9542
Valerie A. Villacin, WSBA No. No. 34515
Attorneys for Respondent Kenneth Treiger

DECLARATION OF SERVICE

The undersigned declares under penalty of perjury, under the laws of the State of Washington, that the following is true and correct:

That on December 13, 2013, I arranged for service of the foregoing Answer to Petition for Review, to the Court and the parties to this action as follows:

Office of Clerk Washington Supreme Court Temple of Justice P.O. Box 40929 Olympia, WA 98504-0929	___ Facsimile ___ Messenger ___ U.S. Mail X E-Mail
Jerry R. Kimball Law Office of Jerry R. Kimball 1200 Fifth Avenue, Suite 2020 Seattle, WA 98101	___ Facsimile ___ Messenger ___ U.S. Mail X E- Mail
Cynthia B. Whitaker Attorney at Law 1200 Fifth Avenue, Suite 2020 Seattle, WA 98101-3100	___ Facsimile ___ Messenger ___ U.S. Mail X E- Mail
Thomas S. Linde Lisa M. Johnson Schweet Rieke & Linde PLLC 575 S Michigan Street Mercer Island, WA 98108-3316	___ Facsimile ___ Messenger X U.S. Mail X E-Mail

DATED at Seattle, Washington this 13th day of December, 2013.

V. Vigoren

Victoria K. Vigoren

OFFICE RECEPTIONIST, CLERK

To: Victoria Vigoren
Subject: RE: Treiger v. Bank of America, N.A., Court of Appeals Cause No. 70225-4-I

Received 12-13-13

Please note that any pleading filed as an attachment to e-mail will be treated as the original. Therefore, if a filing is by e-mail attachment, it is not necessary to mail to the court the original of the document.

From: Victoria Vigoren [mailto:victoria@washingtonappeals.com]
Sent: Friday, December 13, 2013 1:29 PM
To: OFFICE RECEPTIONIST, CLERK
Cc: Valerie Villacin; Catherine Smith; jkimballaw@seanet.com; cynthia@cynthiawhitaker.com; tomlinde@schweetlaw.com; lisaj@schweetlaw.com
Subject: Treiger v. Bank of America, N.A., Court of Appeals Cause No. 70225-4-I

I inadvertently forgot to attach the Answer to Petition for Review. Please see the attached.

Thank you,

Victoria Vigoren
Paralegal
Smith Goodfriend, P.S.
1619 8th Avenue North
Seattle, WA 98109
(206) 624-0974

From: Victoria Vigoren
Sent: Friday, December 13, 2013 1:28 PM
To: 'supreme@courts.wa.gov'
Cc: Valerie Villacin; Catherine Smith; 'jkimballaw@seanet.com'; 'cynthia@cynthiawhitaker.com'; 'tomlinde@schweetlaw.com'; 'lisaj@schweetlaw.com'
Subject: Treiger v. Bank of America, N.A., Court of Appeals Cause No. 70225-4-I

Attached for filing in pdf format is the Answer to Petition for Review, in *Treiger v. Bank of America, N.A.*, Court of Appeals Cause No. 70225-4-I. The attorney filing this document is Catherine W. Smith, WSBA No. 9542, email address cate@washingtonappeals.com.

Victoria Vigoren
Paralegal
Smith Goodfriend, P.S.
1619 8th Avenue North
Seattle, WA 98109
(206) 624-0974