

RECEIVED
SUPREME COURT
STATE OF WASHINGTON
Dec 08, 2015, 4:21 pm
BY RONALD R. CARPENTER
CLERK

No. 92487-2

E ORF
RECEIVED BY E-MAIL

**IN THE SUPREME COURT OF THE STATE
OF WASHINGTON**

JOHN O'NEILL, Plaintiff,
vs.
CHWEN-JYE JU and
FRANCES DU JU, Defendants;

and

FRANCES DU JU, Cross-claimant pro se,
vs.
CHWEN-JYE JU, Cross-defendant;

and

FRANCES DU JU, **Petitioner** and
Third Party Plaintiff **pro se**,
vs.
JPMORGAN CHASE BANK, N.A. and **Respondents** and
BISHOP, MARSHALL & WEIBEL, P.S. Third Party Defendants.

COURT OF APPEALS CASE NO.: 46333-4-II

APPEAL FROM CLARK COUNTY SUPERIOR COURT
The Honorable David E. Gregerson, Case No. 13-2-02571-3

**PETITIONER'S REPLY TO BISHOP'S ANSWER
TO PETITION FOR REVIEW**

FRANCES DU JU
Petitioner pro se
P. O. Box 5934, Vancouver, WA 98668
Tel: (360) 253-4530
E-mail: frances3688@gmail.com

 ORIGINAL

TABLE OF CONTENTS

TABLE OF CONTENTS	i
TABLE OF AUTHORITIES	ii
I. PETITIONER’S REPLY	1
A. Bishop raised new issues, but did not specify them in “Issues Presented for Review”.	1
B. When a litigant cites cases, the litigant must have seen and shown the Court the similarity between the cited cases and his/her case. The litigant expects that the Court would invoke and apply the cited cases to his/her case.	2
C. The COA’s Opinion purposely avoided mentioning <i>Klem</i> because if the COA had cited, referred to, or discussed <i>Klem</i> , the COA would have not been able to rule against Frances Ju and to unfairly protect Bishop and Chase.	3
D. There was no reasonable justification that Chase would have bid \$95,798.49 instead of \$95,814.82, to make Chase suffer an unrecoverable deficiency judgment. This proves that Chase committed per se violation of RCW 61.24.050(2)(a)(i). This also proves that Bishop and Chase kept intentionally and willfully perjuring themselves in Declaration and documents.	10
E. Bishop’s negligence has cost Frances Ju tremendous Injury and damages.	12
F. This Petition involves issues of substantial public Interest that should be reaffirmed by this Court.	15
G. Frances Ju respectfully requests that this court not be bound by the Superior Court’s and the COA’s Findings of Fact.	16
II. CONCLUSION	17
CERTIFICATE OF SERVICE BY MAILING	18

TABLE OF AUTHORITIES

	<u>Page</u>
<u>Ayers v. Johnson & Johnson Baby Prods. Co.</u> , 117 Wash.2d 747, 4 753-56, 818 P.2d 1337 (1991)	4
<u>Bain v. Metropolitan Mortgage Group, Inc.</u> , 175 Wn.2d 90, 6, 9 115-20, 285 P.3d 34 (2012)	6, 9
<u>Blake v. Federal Way Cycle Center</u> , 40 Wn. App. 302, 310, 7 698 P.2d 578 (1985)	7
<u>Cornelis DeHeer et al. v. The Seattle Post-Intelligencer et al.</u> , 10 60 Wn. 2d 122, 124, 372 P.2d 193 (1962)	10
<u>Cox v. Helenius</u> , 103 Wn.2d 383, 693 P.2d 683 (1985) 10	10
<u>Eiden v. Snohomish County Civil Serv. Comm'n</u> , 16 13 Wn. App. 32, 37, 533 P.2d 426 (1975)	16
<u>In re Rosier</u> , 105 Wn.2d 606, 616, 717 P.2d 1353 (1986) 16	16
<u>Klem v. Washington Mutual Bank</u> , 176 Wn.2d 771, 2-11, 15 295 P.3d 1179 (2013)	2-11, 15
<u>Lakey v. Puget Sound Energy, Inc.</u> , 176 Wash.2d 909, 922, 2 296 P.3d 860 (2013)	2
<u>Lobdell v. Sugar 'n Spice, Inc.</u> , 33 Wn. App. 881, 8 658 P.2d 1267 (1983)."	8
<u>Lyons v. U.S. Bank Nat'l Ass'n</u> , 181 Wn.2d 775, 787, 2, 9, 11 336 P.3d 1142 (2014)	2, 9, 11
<u>Panag v. Farmers Ins. Co. of Wash.</u> , 166 Wn.2d 27, 65, 8, 9 204 P.3d 885 (2009)	8, 9
<u>Scott v. Cingular Wireless</u> , 160 Wn.2d 843,853, 161 P.3d 1000 15 (2007)	15
<u>Sign-O-Lite v. Delaurenti Florist, Inc.</u> , 64 Wn. App. 553, 564, 7 825 P.2d 714 (1992)	7

Smith v. Skagit County, 75 Wn.2d 715, 718-19, 16
453 P.2d 832 (1969)

Trujillo v. Nw Trustee Servs., Inc., No. 90509-6, 2, 11
decided 8/20/2015

Wash. State Physicians Ins. Exch. & Ass'n v. Fisons Corp., 2, 4
122 Wash.2d 299, 314, 858 P.2d 1054 (1993)

Williams v. Dept of Licensing, 46 Wn. App. 453, 455, 8
731 P.2d 531 (1986)

I. PETITIONER'S REPLY

Pursuant to RAP 13.4(d), Frances Du Ju, Petitioner and Third Party Plaintiff pro se, files her Reply to Answer by Respondent Bishop, Marshall & Weibel, P.S. ("Bishop-Ans"). The attached Declaration of Frances Du Ju showed this Court that Bishop deliberately breached a contract on December 2, 2015, as Bishop expected Frances Ju to file her Reply without responding to Bishop's Answer.

At the close of the business hours of December 7, 2015, Bishop made it clear that Bishop did not want to reach an amicable resolution to settle the case with Frances Ju. Frances Ju respectfully files her Petitioner's Reply as follows.

A. **Bishop Raised New Issues, but did not Specify them in "Issues Presented for Review"**.

RAP 13.4(d) regards Answer and Reply. It states, "If the party wants to seek review of any issue that is not raised in the petition for review, including any issues that were raised but not decided in the Court of Appeals, the party must raise those new issues in an answer."

Bishop-Ans did not specify its new issues in "Issues Presented for Review". Bishop's new issues were scattered around in its Answer. Bishop made this Court hard to find its new issues and also made Frances Ju hard to point them out without extra effort. Bishop also tried to mislead this Court that Frances Ju is not entitled to filing a Reply. One of Bishop's new issues even included a false fact regarding the ownership of the premises that was foreclosed. This false fact proves Bishop's negligence.

Frances Ju addresses this issue in ¶ I.E. at 12-14 *infra*. In Frances Ju's communication with Bishop and settlement offers to Bishop, Frances Ju addressed Bishop's negligence several times. Bishop's statement in ¶ III.A at 2 helps prove that Bishop, as the Successor Trustee, even did not check the public record about the ownership of the premises that Bishop wanted to foreclose; while Bishop kept claiming that there were several months between its being appointed as the Successor Trustee and the June 21, 2013, foreclosure.

B. When a Litigant Cites Cases, the Litigant must have seen and shown the Court the Similarity between the Cited Cases and his/her Case. The Litigant Expects that the Court would Invoke and Apply the Cited Cases to his/her Case.

Bishop-Ans ll. 11-19 at 9 stated, "Ms. Ju asserts review should be granted because Division II's decision conflicts with this Court's opinions, citing *Klem v. Wash. Mutual Bank*,...; *Lakey v. Puget Sound Energy, Inc.*,...; *Wash. St. Physicians Ins. Exch. & Ass'n. v. Fisons Corp.*,...; *Trujillo v. Northwest Trustee Services, Inc.*,...; *Lyons v. U.S. Bank Nat'l. Ass'n.*,... and other cases. But her Petition does not point to any portion of Decision II's opinion that conflicts with any of this Court's jurisprudence. Bishop-Ans also stated the same language in the succeeding sections.

Bishop must keep in mind that when a litigant cites cases, the litigant must have seen and shown the Court the similarity between the cited cases and his/her own case; unless the litigant intentionally misinterprets the cited case like Chase did in its Response Briefs filed with

the COA. For example, Frances Ju's Reply Brief ("Rpy-Br") ¶ I.G. at 21-24 addressed "Chase's Brief Tried to Misinterpret Caperton v. Massey."

The litigant expects that the Court would invoke and apply the cited cases to his/her case. The litigant should not treat the appellate court as a grade-school student; and provide step-by-step instruction or request with the Court. When Bishop and Chase cited cases, Bishop or Chase did not explain in detail how the Court should apply Bishop's and Chase's cited cases to them, either. These should be the general rules when attorneys and pro se litigants cite cases. There should not be extra requirement for pro se litigants.

C. **The COA's Opinion Purposely Avoided Mentioning *Klem* because if the COA had cited, referred to, or discussed *Klem*, the COA would have not been able to rule against Frances Ju and to unfairly protect Bishop and Chase.**

Bishop-Ans at 9-10 stated, "Ms. Ju cites *Klem* for the proposition that false notarization of foreclosure documents *may* be the proximate cause of a borrower's damages. [Petition, P.10.] But Division II never mentioned *Klem*..."

Frances Ju's Rpy-Br ¶ I.F. at 19-21 addressed the issue of "False Notarization". Frances Ju also addressed the issue throughout her Oppositions to the Motions for Summary Judgment as shown in Pages 3, 12, 32-35. 38. 43-45 of her Opening Brief ("Op-Br"). The evidence that Frances Ju showed Judge Gregerson and the Court of Appeals ("COA") that Frances Ju's contention regarding "False Notarization" was the documents that Bishop and Chase filed with the Superior Court, including

Affidavit and Declaration filed by Mr. David Weibel. Unless Bishop or Chase challenges the authenticity of its own documents, Frances Ju has supported her claim with authentic documents that Bishop and Chase conducted “False Notarization”.

Frances Ju cited Klem v. Washington Mutual Bank, 176 Wn.2d 771, 295 P.3d 1179 (2013), “There remains, however, the factual issue of whether the false notarization was a cause of plaintiff’s damages. That is, of course, a question for the jury. Wash. State Physicians Ins. Exch. & Ass’n v. Fisons Corp., 122 Wash.2d 299, 314, 858 P.2d 1054 (1993) (citing Ayers v. Johnson & Johnson Baby Prods. Co., 117 Wash.2d 747, 753-56, 818 P.2d 1337 (1991))...” Rpy-Br at 20-21 cited more case law that showed that Judge Gregerson should have not granted Chase’s and Bishop’s Motions for Summary Judgment if he had not been discriminatory and had cared about judicial impartiality and the U.S. and Washington State Constitutions.

Petition ll. 2-8 at 9 stated, “The COA only adopted the statements from the two respondents, Chase and Bishop, and disregarded the significant issues of material fact in dispute that Frances Ju stated in her briefs and her responses to Chase’s and Bishop’s Motions for Summary Judgment. The Opinion determined a new question of constitutional principle; reversed an established principle of law; and was in conflict with prior opinions of the court.” This might have been the reason that the COA’s Opinion does not cite, refer to, or discuss Klem. This is why

Frances Ju files her Petition to ask this Court to review the COA's decision.

'Homeowners facing foreclosure – most often due to job loss, illness, or other unavoidable hardship – are vulnerable to unfair and deceptive acts by beneficiaries and trustees, who wield the “tremendous” and “incredible” power to sell the homeowner's property.' Klem v. Washington Mutual Bank, 176 Wn.2d 771, 789, 295 P.3d 1179 (2013). Washington State Consumer Protection Act (hereinafter “CPA”) therefore plays a vital role in protecting homeowners' rights.

Frances Ju showed the COA and this Court that Bishop and Chase committed per se violations of RCW 61.24.050(2)(a)(i), 61.24.050(2)(a), RCW 61.24.010(4), RCW 61.24.040(7), RCW 61.24.135, and Chapter 19.86 RCW; and their violation of RCW 61.24.010(2) is a question of fact.

At the April 4, 2014, hearing, Frances Ju presented Page 9 of Klem to answer Chase's and Bishop's contention regarding false notarization, in addition to her Oppositions (CP 127-143; CP 150-168) filed with the Superior Court. Frances Ju emphasized that “the Supreme Court 2013 ruling on Klem v. WaMu was, of course, a question for the jury.” (RP 4/4/14, 16:9-11). (Op-Br at 44).

¶44 in Page 9 states, “We hold that the act of false dating by a notary employee of the trustee in a nonjudicial foreclosure is an unfair or deceptive act or practice and satisfies the first three elements under the Washington CPA.”

¶45 states, “The trustee argues as a matter of law that the falsely notarized documents did not cause harm. The trustee is wrong; a false notarization is a crime and undermines the integrity of our institutions upon which all must rely upon the faithful fulfillment of the notary’s oath. There remains, however, the factual issue of whether the false notarization was a cause of plaintiff’s damages. That is, of course, a question for the jury...”

In Frances Ju’s Opposition (CP 150-168, CP 127-143) to Chase’s and Bishop’s motions for Summary Judgment, Frances Ju also cited Klem at several instances. “There were more than 16,000 foreclosures completed in Washington State between April 2012 and April 2013. The Supreme Court of Washington State previously recognized CPA claims arising from conduct leading up to a trustee’s sale. Klem, 176 Wn.2d at 792-95. Bain v. Metropolitan Mortg. Group, Inc., 175 Wn.2d 83, 285 P.3d 34 (2012).” (Opposition, P.10 ll. 6-10). “The CPA also protects homeowners by prohibiting all unfair and deceptive practices, RCW 19.86.020, which are not limited to those designated by the Legislature as per se CPA violations. Klem, 176 Wn.2d at 787 (CPA claims can be based on “a per se violation of statute, an act or practice that has the capacity to deceive substantial portions of the public, or an unfair or deceptive act or practice not regulated by statute but in violation of public interest.”) (Opposition, P.10 ll. 22-26).

“The Courts have long recognized that when it comes to unfair practice, “[t]here is no limit to human inventiveness, ... Klem, 176 Wn.2d

at 786. As this Court noted in Klem, “an act or practice can be unfair without being deceptive,” and “unfair acts or practices can be the basis for a CPA action.” 176 Wn.2d at 787.” (Opposition, P.11 ll. 10-13). ‘Violations of the DTA are also “unfair” because beneficiaries and trustees have it within their power to comply with the DTA’s rules, and consumers have no way to avoid the harm caused when the rules are broken during foreclosure. Black v. Federal Way Cycle Center, 40 Wn. App. at 310. Nor are there any “countervailing benefits” or “factors”, Id., that justify or excuse rule breaking – whether intentional or accidental – by those wielding the “tremendous” and “incredible” power to sell a family’s home. Klem, 176 Wn.2d at 789 & 791. Acts in violation of the DTA are often “unfair” to homeowners; they can be deceptive, as well.’ (Opposition, P.15 ll. 6-12).

‘Finally, when formulating and applying standards for “unfair” and “deceptive” practices in this context, the Court should consider that the lack of judicial involvement in nonjudicial foreclosure makes such practices inherently more difficult to detect and remedy, particularly when committed by the judicial “substitute” – the trustee. Cf, Klem, 176 Wn.2d at 789-90. Thus, the Court should reject any suggestion that it import the notion from debt collection cases that merely defending against a debt collection action does not give rise to a CPA claim. See Sign-O-Lite v. Delaurenti Florist, Inc., 64 Wn. App. 553, 564, 825 P.2d 714 (1992). The Court should take a more nuanced approach to the elements of “unfair or deceptive,” “injury,” and “causation” as benefits the nonjudicial

foreclosure context. Cf. Klem, 176 Wn.2d, at 790 n.10'. (Opposition, P. 15-16). 'The CPA defines "trade" and "commerce" to "include the sale of assets or services, and any commerce directly or indirectly affecting the people of the state of Washington." RCW 19.86.010(2). "A private CPA action may be brought by one who is not in a consumer or other business relationship with the actor against whom the suit is brought," Panag, 166 Wn.2d at 43-44, and the trustee has duties to the homeowner that vitally affect his or her interests. Klem, 176 Wn.2d at 790. Nonjudicial foreclosure is within "trade" and "commerce." This is confirmed by the per se CPA claims arising from the DTA, see RCW 61.24.135, which by definition satisfy the "trade or commerce" element. Klem, 176 Wn.2d at 784-75.' (Opposition, P. 16 ll. 8-15).

"The question whether a statute applies to a particular set of facts is a legal issue and fully reviewable on appeal. Williams v. Dept of Licensing, 46 Wn. App. 453, 455, 731 P.2d 531 (1986) citing Lobdell v. Sugar 'n Spice, Inc., 33 Wn. App. 881, 658 P.2d 1267 (1983)."

RCW 59.12.032 stated, "An unlawful detainer action, commenced as a result of a trustee's sale under chapter 61.24 RCW, must comply with the requirements of RCW 61.24.040 and 61.24.060." Frances Ju's Opening Brief ¶ V.F. at 42-43 addressed "Judge Gregerson did not ask Bishop what evidence Bishop had in Complying with RCW 61.24.040(3)" while Frances Ju's Oppositions to Motions for Summary Judgment challenged the issue (CP 139 ll. 3-4; CP 164 ll. 23-24; Op-Br at 12). Frances Ju's Motion for Reconsideration at 13-14 and Petition at 5-6 and

11-12 showed both appellate Courts that Bishop was in per se violation of RCW 61.24.040(7). Frances Ju addressed Mr. O'Neill's failure to send a written notice under RCW 61.24.060 in her Op-Br at 17 and 19, Rpy-Br at 15 and 19, and Petition at 16.

The above means that Mr. O'Neill's Complaint for Unlawful Detainer was in per se violations of RCW 59.12.032 and the filing was illegitimate and meritless. If Judge Gregerson has not explicitly showed his strong desire to protect Mr. O'Neill and his biased, discriminatory and unconstitutional acts towards Frances Ju to make Frances Ju hesitated to file motions against Mr. O'Neill when Judge Gregerson still presides over the case, Mr. O'Neill's Unlawful Detainer suit must have been thrown out of the court. It has been 869 days since Mr. O'Neill and his attorney filed the Complaint for Unlawful Detainer. As Frances Ju repeatedly stated in her documents, Mr. O'Neill has still not served upon Mr. Chwen-Jye Ju.

Bishop and Chase committed per se violations of the DTA. Under Klem v. Washington Mutual Bank at 787, Frances Ju "can establish an unfair or deceptive act or practice" against Bishop and Chase. Bain and Lyons recognize that a violation of the DTA may support a claim for damages under the CPA if a borrower can establish an unfair or deceptive act or practice. Bain v. Metropolitan Mortgage Group, Inc., 175 Wn.2d 90, 115-20, 285 P.3d 34 (2012); Lyons v. U.S. Bank Nat'l Ass'n, 181 Wn.2d 775, 784-87, 336 P.3d 1142 (2014).

Whether a CPA claimant has suffered injury to business or property is a question of fact. Panag v. Farmers Ins. Co. of Wash., 166

Wn.2d 27, 65, 204 P.3d 885 (2009). “[T]he exercise of reasonable care, were also questions of fact for the jury to determine.” Cornelis DeHeer et al. v. The Seattle Post-Intelligencer et al., 60 Wn. 2d 122, 124, 372 P.2d 193 (1962).

The decision in Cox v. Helenius, 103 Wn2d 383, 693 P.2d 683 (1985) should apply to this case: “Even if the statutory requisites to foreclosure had been satisfied and the Coxes had failed to properly restrain the sale, this trustee's actions, along with the grossly inadequate purchase price, would result in a void sale... Because the deed of trust foreclosure process is conducted without review or confirmation by a court, the fiduciary duty imposed upon the trustee is exceedingly high.”

Judge Gregerson totally disregarded Klem. The COA’s Opinion purposely avoided mentioning Klem because if the COA had cited, referred to, or discussed Klem, the COA would have not been able to rule against Frances Ju and to unfairly protect Bishop and Chase. Furthermore, both the Superior Court’s and the COA’s decisions invade the jury’s essential role of deciding debatable questions of fact. Chase’s and Bishop’s motions for Summary Judgment should have not been granted or affirmed.

D. **There was no Reasonable Justification that Chase would have bid \$95,798.49 instead of \$95,814.82, to make Chase Suffer an Unrecoverable Deficiency Judgment. This Proves that Chase Committed per se Violation of RCW 61.24.050(2)(a)(i). This also Proves that Bishop and Chase kept Intentionally and Willfully Perjuring Themselves in Declaration and Documents.**

Bishop-Ans ll. 12-14 at 10 stated, “Ms. Ju quotes *Trujillo, Lyons,* and *Klem* regarding the Trustee’s good faith duty. She argues the duty was violated because Bishop corrected Chase’s opening bid by adding an omitted cost of \$16.33 after the sale”.

Bishop and Chase put it in writing that \$95,814.82 was its “opening bid price” before Frances Ju corrected it in her October 2013 Opposition that the opening bid price was \$95,798.49. Bishop then conducted a deceptive practice by claiming that there was an additional cost of \$16.33; and Chase also made the same statement. An important issue is that if Chase’s opening bid of \$95,798.49 has been the successful bid and Chase has obtained the premises, there would have been a deficiency judgment of \$16.33; though RCW 61.24.100(1) states, “Except... commercial loans, deficiency judgment shall not be obtained on the obligations secured by a deed of trust against any borrower, grantor, or guarantor after a trustee's sale under that deed of trust.”

There was no reasonable justification that Chase would have bid \$95,798.49 instead of \$95,814.82, which Bishop and Chase later falsely claimed as the total debt secured by the deed of trust, to make Chase suffer an unrecoverable deficiency judgment. This proves that Chase committed per se violation of RCW 61.24.050(2)(a)(i) “erroneous opening bid amount made by or on behalf of the foreclosing beneficiary”, which the statute identifies as “an error with the trustee foreclosure sale process”. This also proves that Bishop and Chase kept intentionally and willfully perjuring themselves in the declaration and documents that they filed with

the Superior Court, the COA, and this Court. RCW 61.24.050(2)(a) requires that up to the eleventh day following the trustee's sale, the trustee, beneficiary, or authorized agent for the beneficiary declare the trustee's sale and trustee's deed void. Nevertheless, Bishop and Chase never sent out a rescission notice. The above should have been sufficient to support the elements of Frances Ju's CPA claim under Klem.

E. Bishop's Negligence has Cost Frances Ju Tremendous Injury and Damages.

Bishop-Ans ll. 13-15 at 2 stated, "Petitioner Ms. Ju, and her former spouse Chwen-Jye Ju, owned real property in Vancouver, Clark County, Washington (the "Property"), encumbered by a first priority mortgage serviced by Respondent Chase..."

Frances Ju and Mr. Chwen-Jye Ju divorced in 2000. They reached a settlement on the premises and made it into the Decree through their attorneys. The Clark County Superior Court issued the Decree. Frances Ju has been the sole owner of the premises since the issuance of the 2000 Decree. Years after Mr. Chwen-Jye Ju disregarded other terms and conditions of the settlement and the Decree, Frances Ju went to the Clark County Auditor's Office to remove him from the title in 2006 because of the six-year tax-free time limit. Frances Ju's sole ownership of the premise had been in the public record since then.

Frances Ju asked Washington Mutual Savings Bank ("WAMU") in writing to remove Mr. Chwen-Jye Ju's name from the mortgage agreement. Frances Ju and WAMU communicated by letters and phone

calls, but WAMU did not want to remove Mr. Chwen-Jye Ju's name. Frances Ju knew that she will face difficulty in selling the premises and transferring the deed and title without Mr. Chwen-Jye Ju's signatures. JPMorgan Chase & Co. acquired WAMU in 2008. Frances Ju believes that JPMorgan Chase & Co. assumed the assets and liabilities of WAMU.

For the past two decades, Frances Ju and her ex-husband Mr. Chwen-Jye Ju spent about 6-figure attorneys' fees to make her familiar with some civil law that does not include the real estate law or the CPA law. The August 21, 2013, "invalid eviction" as the District Court Judge Hagensen identified, made her out of reach of those skillful questions-and-answers that their attorneys and the opposite parties' attorneys "taught" Frances Ju. This made Frances Ju handicapped in conducting discovery. In addition, the most important evidences against Chase and Mr. O'Neill were left in the premises, to which the District Court's Order did not allow Frances Ju to return to retrieve.

It was the Successor Trustee Bishop's duty to check the ownership of the premises that Bishop wanted to foreclose. Bishop and Chase claimed that on January 18, 2013, Bishop was appointed by Chase as Successor Trustee; and that the appointment was recorded at Clark County on February 5, 2013. However, Bishop's Mr. Weibel's Declaration shows that Bishop paid "an additional fee as provided in RCW 36.18.010" for "an emergency nonstandard recording" of "Appointment of Successor Trustee" with Clark County Auditor's Office on August 23, 2013, (CP 46, Op-Br at 34, and Petition at 4). If the appointment of Bishop had been

really recorded on February 5, 2013, there would have been more than four months before the June 13, 2013, Trustee's Sale for Bishop to check the ownership of the Premises. Bishop simply negligently failed to do its job, which is vital to the accuracy of the Trustee's Sale. At the June 13, 2013, Trustee's Sale, the auctioneer announced the wrong ownership of the premises because of Bishop's negligence.

If Bishop has really published the Trustee's Sale in the newspaper, the information in the newspaper must have been inaccurate. This might be one of the reasons that Bishop never wanted to show the Courts a copy of the two publications if the Trustee's Sale had ever been published. RCW 61.24.040(3) requires that Trustee publish the Trustee's Sale twice in a legal newspaper. Publishing inaccurate information should be considered invalid.

Mr. O'Neill's attorney Philip A. Foster filed the Complaint for Unlawful Detainer on July 22, 2013, without taking a look at who owned the premises that was foreclosed. He then resigned from the case shortly after. As Frances Ju repeatedly stated in her documents, Mr. O'Neill has still not served upon Mr. Chwen-Jye Ju. As of today, Mr. O'Neill has not shown his legal grounds why he sued Mr. Chwen-Jye Ju while he cannot rely on RCW 4.28.185(1)(c) (jurisdiction over person not a resident of the state who owns or possesses property in state.)

Bishop's negligence has cost Frances Ju tremendous injury and damages.

F. **This Petition Involves Issues of Substantial Public Interest that Should be Reaffirmed by this Court.**

Bishop-Ans ¶ IV.B.4 at 15-17 regards “No Issue of Substantial Public Interest is Identified.” Bishop claimed, “Only two reported opinions specifically discuss RAP 13.4(b)(4)’s substantial interest grounds.” Bishop cited a DOSA case and a Child Support case.

In Frances Ju’s Opposition (CP 127-143, CP 150-168) to Bishop’s and Chase’s motions for Summary Judgment, Frances Ju cited Scott v. Cingular Wireless, 160 Wn.2d 843,853, 161 P.3d 1000 (2007) (internal citations omitted) in Page 7. “Private actions by private citizens are now an integral part of CPA enforcement. Private citizens act as private attorneys general in protecting the public’s interest against unfair and deceptive acts and practices in trade and commerce. Consumers bringing actions under the CPA do not merely vindicate their own rights; they represent the public interest and may seek injunctive relief even when the injunction would not directly affect their own private interests.” Frances Ju believes that this Court’s decision in Scott v. Cingular Wireless better addressed the issue of substantial public interest of this case.

¶ I.C. at 3-10 *supra* cites numerous decisions from Klem v. Washington Mutual Bank, 176 Wn.2d 771, 295 P.3d 1179 (2013). Klem at 787 made it clear, ‘A plaintiff can establish an unfair or deceptive act or practice by showing “a per se violation of statute, an act or practice that has the capacity to deceive substantial portions of the public, or an unfair

or deceptive act or practice not regulated by statute but in violation of public interest.”

Bishop-Ans ll. 17-18 at 10 stated, “RCW 61.24.080 provides *no* time limit by which the trustee must deposit surplus funds.” This Court is the right court in Washington State that reviews and opines on cases of precedent. The Washington legislature may not be as knowledgeable as this Court is. After all, if WAMU had removed Chwen-Jye Ju’s name from the mortgage agreement, Frances Ju would have sold the premises when her three children were in college. Nobody can guarantee that in the future there will be no bank like WAMU; or that there will be no trustee like Bishop. There is a loophole in RCW 61.24.080; and this Court is the right court in Washington State Court System that can review and opine on the constitutional issue.

G. Frances Ju Respectfully Requests that this Court not be Bound by the Superior Court’s and the COA’s Findings of Fact.

This Court held in In re Rosier, 105 Wn.2d 606, 616, 717 P.2d 1353 (1986), “The record of the proceeding below consists entirely of written and graphic material and contains no trial court assessment of witnesses’ credibility or competency. Because the record on appeal is identical to that considered by the trial court, we are not bound by the trial court’s findings of fact. SMITH v. SKAGIT CY., 75 Wn.2d 715, 718-19, 453 P.2d 832 (1969); EIDEN v. SNOHOMISH CY. CIVIL SERV. COMM’N, 13 Wn. App. 32, 37, 533 P.2d 426 (1975).” Frances Ju respectfully requests that this Court invoke this decision when this Court

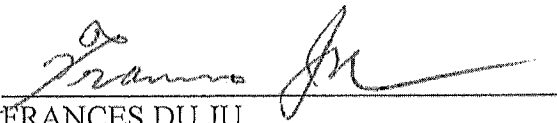
reverses the decisions of the Clark County Superior Court and the COA;
and set aside the Trustee's Sale.

II. CONCLUSION

Based upon the foregoing, Frances Ju respectfully requests that this Court accept review of her Petition for Review and accelerate disposition of this Petition, that this Court reverse the decisions of the Court of Appeals and the Superior Court and remand the case with specific instructions; that this Court set aside the Trustee's Sale; and that this Court issue a declaratory judgment to remove foreclosure records from Frances Ju's credit report.

DATED this 8th day of December, 2015.

Respectfully Submitted,




FRANCES DU JU
Petitioner and Third Party Plaintiff pro se

CERTIFICATE OF SERVICE BY MAILING

I, Frances Du Ju, hereby certify under penalty of perjury of the laws of the State of Washington that on **December 8, 2015**, I served Petition for Review with Appendices on the following named persons by **e-mail and First Class Mail**:

- (1) David Weibel, Esq., Barbara Bollero, Esq. and Ann Marshall, Esq.
Bishop, Marshall & Weibel, P.S.
720 Olive Way, Suite 1201
Seattle, WA 98101-1801; and

- (2) Herbert H. Ray, Esq.
Keesal, Young & Logan
1301 Fifth Avenue, Suite 3300,
Seattle, WA 98101.


FRANCES DU JU, Pro se

No. 92487-2

IN THE SUPREME COURT OF THE STATE
OF WASHINGTON

JOHN O'NEILL,	Plaintiff,
vs.	
CHWEN-JYE JU and	
FRANCES DU JU,	Defendants;
and	
FRANCES DU JU,	Cross-claimant pro se,
vs.	
CHWEN-JYE JU,	Cross-defendant;
and	
FRANCES DU JU,	Petitioner and
	Third Party Plaintiff pro se ,
vs.	
JPMORGAN CHASE BANK, N.A. and	Respondents and
BISHOP, MARSHALL & WEIBEL, P.S.	Third Party Defendants.

COURT OF APPEALS CASE NO.: 46333-4-II

APPEAL FROM CLARK COUNTY SUPERIOR COURT
The Honorable David E. Gregerson, Case No. 13-2-02571-3

**DECLARATION OF FRANCES DU JU IN SUPPORT OF
PETITIONER'S REPLY TO ANSWERS TO
PETITION FOR REVIEW**

FRANCES DU JU
Petitioner pro se
P. O. Box 5934, Vancouver, WA 98668
Tel: (360) 253-4530
E-mail: frances3688@gmail.com

DECLARATION OF FRANCES DU JU in Support of
PETITIONER'S REPLY TO ANSWERS TO
PETITION FOR REVIEW

Comes now Frances D. Ju and declares as follows:

1. I am the Petitioner and Third Party Plaintiff of the captioned matter. I am a citizen of the United States, a resident of the State of Washington for more than two decades, and over the age of eighteen years.

2. Attached as Appendix D is a true and accurate copy of e-mail communications between Barbara L. Bollero, Esq. and me on the morning of Thursday, December 3, 2015:

a. "Please Forward The E-Mail To Me":

(i) I asked Ms. Bollero to forward the e-mail that Ms. Bollero claimed that she served Bishop's Answer upon me the day before. I told Ms. Bollero that I wanted to check with Google what happened.

(ii) Ms. Bollero then responded that she did not e-mail Bishop's Answer to me on the due date. Ms. Bollero claimed, "it was mailed to you, as stated in the proof of service, which is all that is required."

b. "Serve Documents By E-Mail":

(i) On April 25, 2014, around 10:55 a.m., I formally sent an e-mail to Mr. Weibel and Ms. Bollero asking if the parties could reach an agreement "that we serve documents upon each other by e-mail... It

would be highly appreciated if you would let me know whether we can serve each other by e-mail before the end of business hours today.”

(ii) On April 29, 2014, Ms. Bollero responded, “Our firm agrees to accept email service as long as you send it to all three of the people you sent this communication to, i.e., David A. Weibel, Ana Todakonzie, and me.”

(iii) On December 3, 2015, I e-mailed Ms. Bollero “a copy of our agreement that we serve documents upon each other by e-mail.” I informed Ms. Bollero that I planned to attach the e-mail when filing my Petitioner’s Reply.

During the period of April 2014 and November 2014, the parties sent a copy of their e-mail communications to Ms. Ana Todakonzie. Starting December 2, 2014, the parties sent a copy to Ms. Tammie Burt instead.

c. “Please Identify That The Two PDF Files Are Completely The Same”:

My e-mail asked Ms. Bollero to identify that the two PDF files of Bishop’s Answer were completely the same.


It was very strange that Ms. Bollero sent two PDF files of Bishop’s Answer to me because one accurate PDF file would have been appropriate. JPMorgan Chase Bank filed its Answer on November 20, 2015. I only had two business days plus weekend days to file my Petitioner’s Reply when I wanted to respond to both Bishop’s and Chase’s

answers on December 7, 2015; and there was no time for me to waste. Nevertheless, Ms. Bollero did not response to this e-mail.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed in Vancouver, Washington on December 8, 2015.


Respectfully Submitted,


FRANCES DU JU
Petitioner pro se

CERTIFICATE OF SERVICE BY MAILING

I, Frances Du Ju, hereby certify under penalty of perjury of the laws of the State of Washington that on **December 8, 2015**, I served Petition for Review with Appendices on the following named persons by **e-mail and First Class Mail**:

- (1) David Weibel, Esq., Barbara Bollero, Esq., and Ann Marshall, Esq.
Bishop, Marshall & Weibel, P.S.
720 Olive Way, Suite 1201, Seattle, WA 98101-1801; and
- (2) Herbert H. Ray, Esq.
Keesal, Young & Logan
1301 Fifth Avenue, Suite 3300, Seattle, WA 98101.


FRANCES DU JU, Pro se

APPENDIX D



Frances Ju <frances3688@gmail.com>

Please Forward The E-Mail To Me

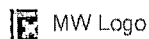
Barbara Bollero <bbollero@bwmlegal.com>

Thu, Dec 3, 2015 at 9:11 AM

To: Frances Ju <frances3688@gmail.com>

Cc: Dave Weibel <dweibel@bwmlegal.com>, Ann Marshall <amarshall@bwmlegal.com>, Tammie Burt <tburt@bwmlegal.com>

It was not emailed to you. It was mailed to you, as stated in the proof of service, which is all that is required. blb

Barbara L. Bollero | Attorney

720 Olive Way, Suite 1201, Seattle, WA 98101
Telephone (206)622-5306 | Ext.5918 | Fax (206)-622-0354
Email: BBollero@bwmlegal.com
www.bwmlegal.com

NOTICE: OUR LAW FIRM ENGAGES IN DEBT COLLECTION. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.

From: Frances Ju [mailto:frances3688@gmail.com]**Sent:** Thursday, December 03, 2015 9:10 AM**To:** Barbara Bollero**Cc:** Dave Weibel; Ann Marshall; Tammie Burt**Subject:** Please Forward The E-Mail To Me

Hi Ms. Bollero,

Your e-mail stated that your "brief was timely filed and served..." Would you please forward the e-mail that you served your brief upon me yesterday so that I can check with Google what happened?

I look forward to hearing from you soon.

Best regards,

Frances D. Ju



Frances Ju <frances3688@gmail.com>

Serve Documents By E-Mail

Frances Ju <frances3688@gmail.com>

Thu, Dec 3, 2015 at 9:41 AM

To: bbollero <bbollero@bwmlegal.com>

Cc: David Weibel <dweibel@bwmlegal.com>, AMarshall@bwmlegal.com, Tammie Burt <TBurt@bwmlegal.com>

Hi Ms. Bollero,

I am sending you a copy of our agreement that we serve documents upon each other by e-mail. I plan to attach it when I file my Reply to your and Chase's Answers to Petition for Review.

Best regards,
Frances D. Ju

----- Forwarded message -----

From: **Barbara L. Bollero** <BBollero@bwmlegal.com>

Date: Tue, Apr 29, 2014 at 10:01 AM

Subject: RE: Serve Documents By E-Mail

To: Frances Ju <frances3688@gmail.com>, "David A. Weibel" <DWeibel@bwmlegal.com>

Cc: Ana Todakonzie <atodakonzie@bwmlegal.com>, arthur.simpson@kyl.com

Ms. Ju --

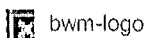
I was away from the office Friday and out ill both yesterday and today, so just now reviewed your email. Our firm agrees to accept email service as long as you send it to all three of the people you sent this communication to, i.e., David A. Weibel, Ana Todakonzie, and me.

In turn, you have agreed that we may serve you via electronic delivery to your email address of frances3688@gmail.com.

Thank you for your cooperation in this matter.

Barb

Barbara L. Bollero | Attorney



720 Olive Way, Suite 1201, Seattle, WA 98101
Telephone (206)622-5306 | Ext.5918 | Fax (206)-622-0354
Email:BBollero@bwmlegal.com
www.bwmlegal.com

NOTICE: OUR LAW FIRM ENGAGES IN DEBT COLLECTION. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.

From: Frances Ju [mailto:frances3688@gmail.com]
Sent: Friday, April 25, 2014 10:55 AM
To: David A. Weibel; Barbara L. Bollero
Cc: Ana Todakonzie
Subject: Serve Documents By E-Mail

Hi,

I am writing to check with you if you and I could reach an agreement that we serve documents upon each other by e-mail. When you file your Reply to Motion for Final Judgment, you will need to serve upon me by Thursday, May 1, 2014. With an agreement, it will be convenient for both of us.

It would be highly appreciated if you would let me know whether we can serve each other by e-mail before the end of business hours today. I look forward to hearing from you very soon.

Best regards,

Frances D. Ju



Frances Ju <frances3688@gmail.com>

Please Identify That The Two PDF Files Are Completely The Same

Frances Ju <frances3688@gmail.com>

Thu, Dec 3, 2015 at 11:01 AM

To: bbollero <bbollero@bwmlegal.com>

Cc: David Weibel <dweibel@bwmlegal.com>, AMarshall@bwmlegal.com, Tammie Burt <TBurt@bwmlegal.com>

Hi Ms. Bollero,

I do not understand why you sent me two PDF files of your firm's Answer to my Petition for Review. The two PDF files look identical to me. However, to prevent me from being tricked, I would like to ask you to confirm that the two PDF files are completely the same so that I won't need to waste time to compare them word-by-word.

Best regards,
Frances D. Ju

OFFICE RECEPTIONIST, CLERK

To: Frances Ju
Subject: RE: Petitioner's Reply

Received on 12-08-2015

Supreme Court Clerk's Office

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: Frances Ju [mailto:frances3688@gmail.com]
Sent: Tuesday, December 08, 2015 4:11 PM
To: OFFICE RECEPTIONIST, CLERK <SUPREME@COURTS.WA.GOV>
Subject: Petitioner's Reply

Re: Case No. 92487-2

Dear Sir or Madam:

I am filing my Petitioner's Reply.

If you have any questions, please do not hesitate to let me know. Thank you!

Best regards,
Frances D. Ju