74703-7

No. 747037

APPELLANT BRIEF

COURT OF APPEALS DIVISION 1

OF THE STATE OF WASHINGTON

STEVE SWINGER,

PLAINTIFF – APPELLANT

V.

DOUGLAS J. VANDERPOL,

DEFENDANT - APPELLEE

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NO. 747037

COURT OF APPEALS DIVISION 1
OF THE STATE OF WASHINGTON

APPELLANT BRIEF

STEVE SWINGER,
Appellant
V.

APPEAL DEFENDANT SUMMARY JUDGMENT TO DISMISS ALL CLAIMS AND DAMAGES. AND APPELLANT'S CROSS MOTION FOR UNJUST ENRICHMENT, TOURTUOUS INTERFERENCE WITH A CONTRACT AND ABUSE OF PROCESS

DOUGLAS J. VANDERPOL,
Defendant

I INTRODUCTION

Appellant, Steve Swinger, pro se, requests the Court of Appeals to reverse the Superior Court order granted on February 5, 2016 and March 16, 2016 in favor of defendant Douglas Vanderpol that dismissed all claims by the plaintiff and awarded damages to the defendant for the Anti-SLAPP statute. And grant Swinger's cross motion for unjust enrichment, tortuous interference with a contract and abuse of process.

The appeal is based on incorrect legal decisions made by the Superior Court of Whatcom County because the defendant did not meet the elements of collateral estoppels, the element for anti-SLAPP statutory fee, and plaintiff was denied his cross motions.

Both parties are residents of and the property is located in Whatcom County and is under the jurisdiction of this Appellate Court.

The exhibits noted in this brief are attached to the Superior Court file CR #13 unless otherwise noted.

II ASSIGNMENTS OF ERROR

1. The trial court denied the cross motion for unjust enrichment. Vanderpol admits he used my land without payment for 20 years but believes I may not own the land. The Swinger's documents were attached to court records. Vanderpol's attorney argues collateral estopple, but Swinger does not believe Vanderpol met the elements to establish same.
2. The trial court denied Swinger's cross motion for tortuous interference with a contract. Vanderpol interfered with my contract with a government agency which caused the government to cancel the contract. Vanderpol argues the ANIT-SLAPP statute allows his interference action. But he did not complain about Swinger. He complained about the government plans, maps, and actions.

Therefore, he has not met the statutory requirements.

3. The trial court denied the cross motion for abuse of process. Vanderpol filed an adverse possession complaint in Federal Court. Swinger appealed and the Appellate Court denied Vanderpol's complaint based on jurisdiction. Vanderpol's attorney should know the law pertaining to jurisdiction.
4. The trial court granted a motion to dismiss all of Swinger's above cross complaints in error.
5. The trial court granted ANTI-SLAPP damages and fees. Vanderpol did not meet the statutory requirements for ANTI-SLAPP damages. Vanderpol complained to the government about the government not Swinger.

III STATEMENT OF THE CASE

A. Unjust enrichment

Swinger owns a split parcel on the east and west side of the Nooksack River (CR 13... exh 2-3, exh 3, and exh 6-3). The Swinger property on the east side of the river, the unjust enrichment property (UE property), is north of and abuts Vanderpol's property.

In early 2012, Vanderpol devised a creative theory to bring a quiet title action in federal court against Swinger by alleging that an adjacent

property owner, the United States Government might potentially have an interest in the UE property. But the government never claimed an interest in the property. Vanderpol's primary claim was for quiet title based on adverse possession and an anti-SLAPP fee. Vanderpol claimed exclusive use of the Swinger UE property for 20 years (CR 13... Exh 11-1, 11-2). Based on Vanderpol's claim of adverse possession and exclusive use, Swinger filed his complaint for unjust enrichment for Vanderpol's use of Swinger's UE property.

There are three element of unjust enrichment. "1) the defendant received a benefit, 2) the received benefit is at the plaintiffs expense, and 3) the circumstances made it unjust for the defendant to retain the benefit without payment". *Young*, 164 Wash. 2d at 484-85, 191 P. 3d 1258.

The benefit received by the Vanderpol is the $1000 per year savings for private land access and use. The expense to the plaintiff is the lost income. The lack of payments is the circumstance that made it unjust for the defendant to have benefited without payment.

B. Tortuous Interference with a contract

CREP, a county agency funded by the Federal Farm Agency, created the map of the Swinger property boundaries, staked out the boundaries, and contracted for vegetation planting independently of any Swinger activity. Swinger's only act in the process was the

signing of the contract prepared by CREP.

In December 27, 2011, the CREP program received a letter (CR 13... Ex 10) from Attorney Terpstra expressing Vanderpol's concerns about the possibility of the vegetation being planted on the north boundary of Vanderpol's property, the southern edge of the UE property. Upon receiving the attorney's letter, CREP ceased work on the project.

In February 2012, Vanderpol employed another attorney, Mark J. Lee (Lee), who criticized the CREP program (CR13...ex 11-1) and stated that Vanderpol had used the entire eight (8) acres, the UE property, for 20 years to graze his cattle during certain times of the year. Lee now claimed the property belongs to Vanderpol via adverse possession.

Shortly after Lee's criticism and litigation threat letter, the Federal Farm Agency, the funding source for the CREP project, informed Swinger that they were not going to complete the part of the project (CR #13 exh 12) on the east side of the river. This interference is tortuous and cost the plaintiff the contract total amount of $54,370 for the10 year contract (CR 13... ex 13). Appellant requests this amount as restitution plus interest until paid.

C. Abuse of process

Attorney Lee has abused the legal process by filing a real estate cause

of action for adverse possession in Federal Court. Swinger appealed the following trial court decisions: (1) jurisdiction (2) denied my request to take leave (3) denied my cross complaint (4) denied my statute of limitation defense (5) denied a jury trial (6) denied my request for a subpoena and subpoena duces tacum for rebuttal witnesses (7) incorrectly applied the law and granted Vanderdpol collateral estoppels (8) denied my motion for summary judgment concerning adverse possession (9) denied my property tax records into evidence (10) denied my cross complaint for unjust enrichment and (11) denied my cross complaint for tortuous interference with a contract.

Based on the above eleven (11) denials and normally granted types of motions denied, it appears that the Federal Trial Court determined that the complaints should go before the Appellate Court for a ruling. Therefore, none of the orders or denials by that Federal Trial Court should be considered as being valid as evidence in this current appeal because denial orders were made to guarantee an appeal.

Subsequently, the Federal Court of Appeals denied all of Vanderpol's complaint based on jurisdiction. The appellate court ceased the oral arguments after the first argument concerning jurisdiction was made.

D. ANTI-SLAPP fee

In February 2012, Vanderpol employed attorney, Mark J. Lee (Lee), who criticized the CREP program (cr 13...ex 11-1). The letter is addressed to CREP and contains the pronoun "you" several times naming the program a s the wrong doer not Swinger.

IV ARGUMENTS

A. Unjust enrichment

The mere filing of a claim in Federal Court of adverse possession is an admission that Vanderpol knows he does not own the UE property and the Federal Government never claimed ownership. Therefore, by reason of common sense, Swinger owns the property. Swinger's legal ownership was provided in the papers of the clerk of the court (CR#12 and listed below).

Vanderpol alleges Swinger does not own the unjust enrichment property base on collateral estoppel. (argued later in this brief)

Evidence that the subject property is owned by appellant, Steve Swinger, is as follows: (All documents attached to plaintiff's declaration in superior CR #13 provided by the clerk of the Superior Court.)

1. Grant deed. (exh 1)
2. County Department of Public Works, River and Flood section, declaration stating ownership of the property on the east side of the river and map showing the property tax number on the east and

west side of the river (exh 2). (This agrees with the following #s 3, 4, and 5 below.) The relevance of the 14.76 acres is that it takes Swinger's land on the east and west side of the river to comprise the 14.76 acres.

3. County assessor's map showing the Swinger property contains 14.76 acres. (exh 3)
4. History of property tax records indicating that the property ownership of 14.76 acres. (exh 4)
5. Property tax bill showing ownership and total acreage of 14.76 acres. (exh 5)
6. County CREP program map and declaration showing ownership and plan for planting vegetation on the east side of the river. (exh 6)
7. Easement 790220 is recorded on the Swinger property and states the easement is on the north and south side of the river. The only property owned by Swinger on the south side of the river is the unjust enrichment area. (exh 7)
8. A copy of the Federal complaint by Vanderpol for adverse possession of the unjust enrichment area. This is an admission that he does not own the property but is trying to own it. (exh 8)
9. A survey by Denny DeMeyer showing that the unjust enrichment

area is part of Swinger's legal description and ownership. The map's section lines indicate the east and west boundary of Swinger's property. This survey supports the county agency's declarations and maps evidencing Swinger's ownership. (exh 9)

10. The County Tax Assessor's appraisal of the property includes 14.76 acres. (ex 10)

11. Private licensed appraiser, Tom Langley, also shows the 14.76 acres in his appraisal. (ex 11)

12. Washington State law "RCW 7.28.070 **Adverse possession under claim and color of title—Payment of taxes.** "Every person in actual, open and notorious possession of lands or tenements under claim and color of title, made in good faith, and who shall for **seven successive** years continue in possession, and shall also during said time **PAY ALL TAXES LEGALLY ASSESSED** on such lands or tenements, shall be held and adjudged to be the legal owner of said lands or tenements,….." .

This RCW evidences the legislature's intent to establish the payment of property tax as the primary indicator of property ownership.

13. The plaintiff has paid the property tax for the past nine (9) years.

Additionally, Vanderpol has never provided any evidence that he or anyone else owns the unjust enrichment property.

"Unjust enrichment is the method of recovery for the value of the benefit retained absent any contractual relationship because notions of fairness and justice require it." *Young v. Young*, 164 Wash. 2d 477, 484, 191 P. 3d 1258 (2008).

Hill v. Waxberg United States Court of Appeals Ninth Circuit 16 Alaska 477. A "contract implied in law" is a part of the law which is based on the maxim that one who is unjustly enriched at the expense of another is required to make restitution to the other, and the intentions of the parties have little or no influence on the determination of the proper measure of damages, and in the absence of fraud or other tortuous conduct on the part of the person enriched, restitution is properly limited to value of the benefit which was acquired."

Contracts implied in law are termed "quasi contracts"; a quasi contract arises from an implied legal duty or obligation and is not based on a contract between the parties or any consent or argument. *Pierce County v. State* 144 Wash., 783 (2008). And a "quasi contract is based on prevention of unjust enrichment ". *Family Medical Bldg., Inc. v. State, Department of Social & Health Services.* 104 Wash. 2d 105 (1985).

"A person confers a benefit upon another if he gives to the other possession of or some other interest money, land, ...etc. He confers a benefit not only where he adds to the property of another, but where he saves the other from expenses or loss. The word "benefit" therefore denotes any form of advantage". Restatement 3rd of the Law on Restitution , p 12, at 1(b).

"A benefit includes any form of advantage". *Chandler*, 17 Wash. 2d at 603, 137 P. 2d 97. Vanderpol's use without payment is an advantage.

"Pre-judgment interest may be recovered only if a claim is liquidated or is determined by computation with reference to a fixed standard without reliance on opinion or discretion". *Prier v. Refrigeration Eng'r Co*. 74Wash. 2d 25, 442 P.2d 621 (1968).

The fixed standard for land use is the amount that Washing Department of Fish and Wildlife (WDFW) has been paying for the use of hunting land

rights of $1000 per year(CR 13...ex 14-3). The standard interest rate is dictated by law (12%), government, and society. The government agencies that charge penalties and interest are the internal revenue service, the county tax assessor, and even the public library. The privates sectors that charge penalties and interest are the mortgage companies, credit card issuers, and our local utilities. Therefore by custom, interest is standard. The plaintiff requests restitution for unjust enrichment and interest.

VANDERPOL'S COLLATER ESTOPPEL DEFENSE

The following is submitted as an opposition to Vanderpol's collateral estoppels defense:

Under Washington law, "the party asserting collateral estoppels bears the burden of proving: (1) the issue decided in the prior adjudication is identical with the one presented in the second action (2) the prior adjudication must have ended in a final judgment on the merits; (3) the party against whom collateral estoppels is asserted was a party or in privity with the party to the prior adjudication; and (4) application of the doctrine does not work and injustice." *State v. Vasquez*, 59 P.3d 648, 649 (Wash. 2002) (quotation omitted). "Failure to establish any one element is fatal to the proponent's claim," *Dillon v. Seattle Deposition Reporters, LLC*, 316 P.3d 1119, 1130 (Wash. Ct. App. 2014)(quotation omitted), and Vanderpol failed to establish required elements (1),(2) and (4).

(1) The issues before this court are not identical to the prior litigation.

The application of collateral estoppels is "limited to situations where the issue presented in the second proceeding is identical in all respects to an issue decided in the prior proceeding" *Regan v. Mc Lachlan*, 257 P.3d 1122, 1127 (Wash. Ct. App. 2011) (quotation omitted).

"Even if the facts and the issue are identical, " issue preclusion" is only

appropriate if the issue raised in the second case involves substantially the same bundle of legal principles that contributed to the rendering in the first judgment." Id. (quotation omitted). The issue in the Swinger v. First American Title Insurance (FATI), the title company, action was whether the title company had failed to disclose defects in title, including an easement on the property on the east side of the river. Swinger had to establish ownership of the eastern property to establish his breach of contract claim. By contrast, the issue here is whether Vanderpol benefited by the use of Swingers property without payment. Because Vanderpol filed a claim in federal court for adverse possession (CR 13... ex 8-1), that is an admission he does not own the property he was using but Swinger does. Vanderpol's adverse possession complaint was against Swinger the owner.

(2) <u>The final adjudication must have ended in a final judgment on the merits.</u>

Additionally, in the prior case the Court did not actually decide the antecedent issue of whether Swinger owns the eastern property. The case concluded with a stipulated order disposing of "all.....claims that have been asserted and/or that could have been asserted." The stipulated order says nothing about Swinger's ownership of the eastern property. The trial court only held that Swinger had not met his evidentiary burden to prove he owned the eastern property. Based on the settlement, the issue of

ownership was not appealed.

4) **The application of the doctrine does not work and injustice."** "The injustice element is most firmly rooted in procedural unfairness. Washington courts look to whether the parties to the earlier proceeding received a full and fair hearing on the issue in question." *Vasquez*, 59 P.3d at 650. Washington courts have determined that it is unfair to grant preclusive effect where (1) a party may have "the opportunity to introduce evidence not before the fact finder in the prior action," *State Farm Fire & Cas. Co. v. Ford Motor Co.*, No. 71302-7-1, 2015 WL 677345, at *5 (Wash. Ct. App. Feb. 17, 2015); (2) a party lacked "sufficient motivation for a full and vigorous litigation of the issue" in the initial forum, *Hadley v. Maxwell*, 27 P.3d 600, 604 (Wash. 2001), "especially when future suits are not foreseeable," *State Farm*, 2015 WL 677345, at *5; see also

   Restatement (Second) of Judgments at 28 (1982); or (3) where "the burden has shifted to the adversary" of the "party against whom preclusion is sought," *State v. Jones*, 750 P.2d 620, 622 (Wash. 1988) (quotation omitted); see also 18 Charles A. Wright et al., Fed. Prac. & Proc. Juris. At 4422 (2d ed.)

Any one of these reasons is enough to support a finding of injustice here. *First*, Swinger was the denied the opportunity to introduce evidence demonstrating his ownership interest in the eastern property that was not considered in the summary judgment.

Second, Swinger lacked "sufficient motivation for a full and vigorous litigation" of the crucial issues to final judgment in the previous litigation, *Hadley*, 27 P.3d at 604, because the future suit by Vanderpol was not "forseeable," *State Farm* 2015 WL 677645, at *5.

The lack of foresee ability is evident from the consent judgment that

ended the prior litigation. There, Swinger, the plaintiff, consented to dismissal of "all claims that have been asserted and/or that could have been asserted" and "waived any right of appeal". This agreement was perfectly rational in the context of Swinger's settlement with the title company. It was not foreseeable that Vanderpol might then sue Swinger as a defendant in Federal Court or here again use a summary judgment comment as a defense against unjust enrichment. Therefore, Swinger did not have "sufficient motivation for a full and vigorous litigation" of the ownership issue in the prior litigation.

Under Washington law, "a consent judgment cannot be given collateral estoppels effect because the issues resolved were not litigated." *Pederson v. Potter*, 11 P.3d 833, 836 (Wash. Ct. App. 2000). "Issues preclusion attached only when an issue of fact or law is actually litigated and determined by a valid and final judgment.....In the case of a judgment entered by confession, consent, or default, none of the issues is actually litigated. Therefore.....(issue preclusion) does not apply...." *Arizona v. California*, 530 U.S. 392, 414 (2000) (quotation omitted); see also 18A Charles A. Wright et al., Fed. Prac. & Proc. Juris. 4443 (2d ed.) ("The central characteristic of a consent judgment is that the court has not actually resolved the substance of the issues presented.")

Similarly, in *Marquardt v. Federal Old Line Insurance Co.*, the Court of Appeals held that "collateral estoppel should not be applied to judgments of dismissal...based on settlement agreements." 658 P.2d 20, 22-23 (Wash. Ct. App. 1983).

In Swinger v. (FATI) the court did not advise or take extra care in advising me of the implications of not providing all documents supporting my ownership of the disputed area. Nor did the court apply statutes not

argued as a defense. The main issue of that trial was the compensation I should receive for the title company not reporting three easements on my title report. The second easement on the disputed area (easement 790220, south and east side of the river) was a mere reduction of my compensation. At that point, I was not aware that by not appealing that summary judgment ruling in regard to the ownership of the disputed area and the easement on it would result in another plaintiff trying to use court comments in a subsequent trial. If I had known at that time, I would have appealed the ownership comments in the FATI trial. Between the FATI and Swinger, property ownership was a non-issue. The title company was not trying to obtain ownership of the unjust enrichment area. Therefore, Vanderpol's adverse possession is not the same cause of action.

During the Federal Appellate Court oral argument and denial of claims for jurisdiction, the Court said they were treating the balance of the action as if it never happened.

In an answer to Swinger's complaint against the Department of Fish and Wildlife, they admit (CR 13...ex 14-3) that WDFW paid $1000 per year for local hunting rights which establishes a standard for land use in this area. Vanderpol's period of benefit as explained in Restatement 3rd (unjust enrichment and restitution) is determined by the benefit period received by the defendant and not the loss by the plaintiff. That benefit

period extends from 1989 to the date restitution is paid. Restitution is based on that time period at a rate of $1000 per year and the legal rate of 12% interest annually for interest for the now 25 years. Plus additional interest from the time of an order until paid at a rate of 12% annually. The total amount for the 25 year period (1990 through 2015) including interest is $133,833.72. This amount has never been denied or challenged.

B. TORTUOUS INTERFERENCE WITH A CONTRACT

> Hoffer v. State of Washington, 110 Wn. 2d 415, 432, 428, 775 p. 2d 781 (1988). The elements of tortuous interference with a contract or business relationship are as follows: (1) existence of a valid contractual relationship or business expectancy; (2) knowledge of the relationship or expectancy by the alleged interfering party; (3) intentional interference inducing or causing a breach or termination of the relationship or expectancy; and (4) resulting damages.

Sea-Pac Co. v. United Food & Comm'l Workers, Local 44, 103 Wn2d 800, 805, 699 p.2d 217 (1985); Calbom v. Knudtzon, 65 wn.2d 157, 162-63, 396 p.2d 148 (1964).

To address those four elements the following is submitted: (1) there was a valid contract between a government agency (CREP) and Swinger (CR13... exh 13); (2) the interfering party, Vanderpol, was aware of the contractual relationship eleven months prior to his complaint; (3) the interfering party, Vanderpol, filed a complaint six months after verbally approving the government project . Vanderpol initially claimed a partial interference with his property (CR 13...exh 10), but when Swinger and the

government tried to settle a boundary dispute, Vanderpol claimed total ownership of the property (CR13... exh 11); (4) Swinger's damages amount to the loss of the $54,370 contract because of Vanderpol's interference by threat of litigation. Swinger request damages for tortuous interference with that contract.

C. Abuse of Process

Washington State law "RC W 7.28.070 **Adverse possession under claim and color of title—Payment of taxes.** "Every person in actual, open and notorious possession of lands or tenements under claim and color of title, made in good faith, and who shall for **seven successive** years continue in possession, and shall also during said time **PAY ALL TAXES LEGALLY ASSESSED** on such lands or tenements, shall be held and adjudged to be the legal owner of said lands or tenements,....." .

The appellant has paid the property tax for the past nine years and his predecessor in ownership has paid the property tax as far back as the tax collector's records are available, 1985 (CR13... exh 4-1, 4-2, 4-3). A certified copy of those records has been provided as evidence of payment and ownership.

Attorney Lee knew or should have known the above RCW and that Vanderpol had not paid the taxes on the subject property prior to file an adverse possession claim in Federal Court. One of the partners in the firm of Brownlie Wolf & Lee should have understood the concept of jurisdiction. That Federal complaint was an abuse of the legal process.

Plaintiff requests compensation in the amount of Swinger's appeal filing fee and all litigation expenses for that abuse of the process.

D. Anti-SLAPP Statute

"To determine the plain meaning of a statutory provision, [the Court] examine(s) not only the specific provision at issue, but also the structure of the statute as a whole, including its objective and policy." *Children's Hosp. & Health Ctr. V. Belshe*, 188 F.3d 1090, 1096 (9thCir. 1999).

The "information" communicated to a government agency must concern "potential wrongdoing" under Section 4.24.500 for the statute to apply. *Gontmakher v. City of Bellevue*, 85 P.3d 926, 927 (Wash. Ct. App. 2004)

Vanderpol's summary judgment requested statutory damages of $10,000, his attorney fees and costs for an Anti-SLAPP violation. Vanderpol did not meet the statutory requirements for the anti-SLAPP fee and attorney costs.

Vanderpol did not flag "potential wrongdoing" by Swinger when he communicated with CREP. In Vanderpol's letter December 22, 2011 (CR 13 ...exh 10-1) to CREP he stated; " Vanderpol is very concerned that the CREP bank protection plantings for the Swinger Project appears to be impacting the northwestern portion of his property.....").

CONCLUSION AND DEMAND FOR PAYMENT

The evidence supports Swinger's ownership of the unjust enrichment property, Vanderpol has been unjustly enriched at the expense of the

Swinger, Vanderpol has tortuously interfered with a contract, Vanderpol has abused the legal process, and Vanderpol has not proven the elements for an anti-SLAPP fee and costs.

Therefore, the appellant request an order for:

1. Vanderpol to pay the amount of $133,833.72 for unjust enrichment plus 12% interest until paid in full.
2. Vanderpol to pay the amount of $54,370 for tortuous interference with a contract with interest at a rate of 12% until paid in full.
3. Vanderpol to pay all the appellants expenses for this appeal and the costs of the Federal Court action based on his abuse of the legal process and his unsuccessful result.
4. Denial of Vanderpol's request for anti-SLAPP fee and costs based on his lack of proving the elements required under the RCW.

Dated this 4th day of April 2016. Steve Swinger (ORIG)

Steve Swinger, pro se (360)303-8129
583 River Road Lynden, Wa 98264

APPENDIX

Washington State law "RCW 7.28.070 **Adverse possession under claim and color of title—Payment of taxes.** "Every person in actual, open and notorious possession of lands or tenements under claim and color of title, made in good faith, and who shall for **seven successive** years continue in possession, and shall also during said time **PAY ALL TAXES LEGALLY ASSESSED** on such lands or tenements, shall be held and adjudged to be the legal owner of said lands or tenements,….." .

RCW 4.24.500

Good faith communication to government agency—Legislative findings—Purpose.

Information provided by citizens concerning potential wrongdoing is vital to effective law enforcement and the efficient operation of government. The legislature finds that the threat of a civil action for damages can act as a deterrent to citizens who wish to report information to federal, state, or local agencies. The costs of defending against such suits can be severely burdensome. The purpose of RCW 4.24.500 through 4.24.520 is to protect individuals who make good-faith reports to appropriate governmental bodies.

RCW 4.24.510

Communication to government agency or self-regulatory organization—Immunity from civil liability.

A person who communicates a complaint or information to any branch or agency of federal, state, or local government, or to any self-regulatory organization that regulates persons involved in the securities or futures business and that has been delegated authority by a federal, state, or local government agency and is subject to oversight by the delegating agency, is immune from civil liability for claims based upon the communication to the agency or organization regarding any matter reasonably of concern to that agency or organization. A person prevailing upon the defense provided for in this section is entitled to recover expenses and reasonable attorneys' fees incurred in establishing the defense and in addition shall receive statutory damages of ten thousand dollars. Statutory damages may be denied if the court finds that the complaint or information was communicated in bad faith.

CERTIFICATION OF SERVICE

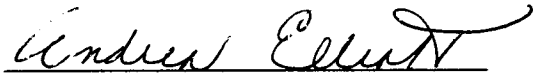
I certify that I am over the age of 18 and

on April 5th 2016 I served Steve Swinger's Appellant Appeal Brief dated April 5, 2016 on the following:

Mark Lee

Brownlie, Evans Wolf & Lee
230 E. Champion Street
Bellingham, Wa 98225

Via U.S. Mail dated this 5th day of April 2016 in Bellingham, Washington.



ANDREA ELLIOTT