NO. 999635

SUPREME COURT
OF THE STATE OF WASHINGTON

NO. 535364-5-II

COURT OF APPEALS,
DIVISION II
OF THE STATE OF WASHINGTON

CLARK COUNTY SUPERIOR COURT NO. 18-3-03044-4

In re the Marriage of:

DAVID MILLER,

Respondent,
v.

WENDY MILLER,

Petitioner.

ANSWER TO PETITION FOR REVIEW

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TABLE OF AUTHORITIES

STATE CASES

STATUTES

RULES AND REGULATIONS

A. Identity of Respondent

Respondent is David Miller, Respondent in the Court of Appeals.

B. This Court should deny Petitioner's Petition for Review as it Conflicts with Washington case law as to finality of judgments.

Petitioner's Petition for Review regarding her CR 60(b) motions should be denied because she is asking for an expansion of relief from judgment beyond CR 60(b) to include remedies that she failed to pursue during the pendency of the trial court proceedings which is contrary to Washington law regarding the finality of judgments.

In Burkey, Division Three summarized the same specifically in reference to CR 60(b) motions as follows:

> Such motions are addressed to the sound discretion of the trial court, whose judgment will not be disturbed absent a showing of a manifest abuse of discretion, *i.e.*, only when no reasonable person would take the position adopted by the trial court. *Griggs v. Averbeck Realty, Inc.*, 92 Wash. 2d 576, 584, 599 P.2d 1289 (1979); *Haller v. Wallis*, 89 Wash. 2d 539, 543, 573 P.2d 1302 (1978); *Morgan v. Burks*, 17 Wash. App. 193, 197-98, 563 P.2d 1260 (1977).
>
> In reviewing the denial of a motion to vacate a consent decree, the court in *Haller* at 544 quoted 3 A. Freeman, *Judgments* § 1352, at 2776-77 (5th rev. ed. 1925):
>
> If [the judgment] conforms to the agreement or stipulation, it cannot be ... set aside without the consent of the parties unless it is properly made to

> appear that it was *obtained by fraud or mutual mistake* or that consent was not in fact given, which is practically the same thing. It will not be set aside on the ground of surprise and excusable neglect. *Neither is an error or misapprehension of the parties, nor of their counsel, any justification for vacating the judgment ... Erroneous advice of counsel, pursuant to which the consent judgment was entered is not ground for vacating it.*
> (Italics ours.) Policy reasons favoring the finality of divorce settlements were set forth in *Peste v. Peste,* 1 Wash. App. 19, 25, 459 P.2d 70 (1969):
>
> > To permit collateral attacks upon divorce proceedings without any more than a showing of a disparity in the award, would open a Pandora's Box, affecting subsequent marriages, real property titles and future business endeavors of both spouses.
>
> *Marriage of Burkey*, 36 Wn.App. 487, 488-489, 675 P.2d 619 (1984).

C. Answer to Petitioner's Issues Presented for Review and Alleged Basis for Petition for Review:

1. Petitioner asks this Court to determine whether the definition of "unsound mind" in the witness competency statute applies to motions to vacate judgments under CR60(b)(2) and to otherwise define "unsound mind" as to CR 60(b)(2).

    a. The Court of Appeals in this case rejecting "capacity to contract" as the definition for "unsound mind" in CR 60(b)(2) is not in conflict with decisions of this Court and

is not in conflict with another decision of the Court of Appeals. RAP 13.4(b)(1) and (2).

b. The decision of the Court of Appeals does not involve substantial public interest to clarify the "unsound mind" standard as to CR 60(b)(2). RAP 13.4(b)(4).

2. Petitioner asks this Court to determine whether the spouse alleged to have acted in bad faith in a CR 60(b)(4) motion is relieved of the burden to show that he acted in good faith under RCW 26.16.210.

a. RCW 26.16.210 does not conflict with requiring moving party for CR60(b)(4) to carry a clear, cogent and convincing burden of proof. The decision of the Court of Appeals is not in conflict with a decision of this Court. The decision of the Court of Appeals is not in conflict with another decision of the Court of Appeals. RAP 13.4(b)(1) and (2).

D. Restatement of the Case

1. The Parties Marriage/Background

Wendy and David were married on June 10, 2002 in Honolulu, Hawaii and separated on April 16, 2018. Wendy (51 years old) was employed as a research analyst with the FBI up until she was notified of her termination in August 2018 (after the parties' divorce was

finalized). (CP 85) David (50 years old) is a special agent with the Department of Homeland Security. (CP 65) The parties have one (1) child, D.K.M. (age 12 at the time of the agreed final Parenting Plan). (CP 22).

At the end of May 2017, more than one year prior to the parties' dissolution of marriage, Wendy experienced a mental health crisis, attempting to commit suicide by taking pills (CP 359). Wendy was hospitalized from May 31, 2017 through June 6, 2017. (CP 359) Wendy was voluntarily hospitalized a second time twelve (12) days after coming home from her first hospitalization due to suicidal ideations. (CP 361) At the end of July 2017, Wendy began to participate in regular medication management and mental health care following those two hospitalizations. (CP 361-364) Wendy was on leave from her job at the FBI following these hospitalizations in 2017. (CP 319)

On January 19, 2018, Wendy's employer (FBI) conducted a psychological fitness for duty evaluation by both a psychologist and a psychiatrist, in order to determine if there were any disabilities and/or impairments that may affect her position as a research analyst. (CP 364 and 455) Per the psychologist's reports, Wendy was diagnosed with "Bipolar Disorder, Type 1, which is currently in remission." (CP 455) It was determined that Wendy was "psychologically fit for limited duty" and

that she should "be allowed to return to work part-time, for at least three months, and transition to full-time . . ." (CP 455) Wendy received a letter from her employer (FBI) on March 14, 2018 confirming the same.

On March 20, 2018, Wendy asked to go to Fairfax, however it was not for mental health needs. (CP 87) Based upon David's observations and experience with Wendy, she did not need to be hospitalized at the time for mental health problems. She was, instead, doing what can only be described as a manipulation to avoid adult, real-life issues and responsibilities. (CP 319) It should be noted that although Wendy's declaration claims that Wendy was admitted to Fairfax in March of 2018 for a manic episode and suicidal ideation (CP65), the medical information provided by Wendy (CP 365) does not include the suicidal ideation claim. Wendy was released from Fairfax Behavioral Hospital on April 4, 2018. (CP 65, 279) When Wendy was released from Fairfax, she moved into her own apartment. (CP 357)

2. The Petition for Divorce, Response, and Temporary Orders

After prior discussions regarding filing for dissolution accompanied by Wendy's request to move forward with the proceedings (CP 320-321), on April 25, 2018, David filed a Petition for Divorce with the court. (CP 7-13) On April 25, 2018, Wendy was personally served a copy of the Summons, Petition for Divorce, Information form, and Notice of

Appearance. (See Cover Page for Return of Service with attached Return of Service, filed on May 2, 2018). The parties reached a global settlement on May 3, 2018. (CP 322)

On May 4, 2018, a Stipulated Interim Temporary Order was entered with the court, signed by both parties. On May 8, 2018, Wendy filed a Response to Petition About a Marriage with the court. (CP 17-21)

3. Agreed Final Orders

On May 15, 2018, the parties filed an agreed to Final Parenting Plan. (CP 23) The Final Parenting Plan provided that the parties' daughter would live primarily with David and Wendy would have parenting time for a two-hour period each week. (CP 23) That same day, the agreed Final Child Support Order was filed. (CP 32-33)

On July 25, 2018, after the expiration of the ninety (90) day waiting period, the Findings and Conclusions about a Marriage and the Final Divorce Order were entered with the court. The Final Divorce Order set forth the division of assets/liabilities, to which both parties agreed.

In September 2018, Wendy received $74,546.13 representing the remaining amount owed to her for the offsetting judgment included in the agreed Final Divorce Order. (CP 86, 479 and 446-447)

4. The Parties' Agreed Final Orders

On May 14, 2018, Wendy and David met at the Olive Garden by Wendy's apartment, had lunch, and signed the final orders. Wendy was calm and coherent during the meeting. She appeared ready to finalize things; they did not argue about the terms of the divorce and Wendy did not express any further concerns. (CP 322)

On May 16, 2018, Wendy stopped by the house to grab some items and agreed to meet the next day at David's attorney's office to sign paperwork for the house. When they were at David's attorney's office the next day, they found out that they had to wait ninety days to finalize the divorce. Wendy was coherent and calm; she insisted that they could be civil and wanted to get a meal to celebrate their "new journey." Wendy and David had breakfast together at Joe Brown's Café in downtown Vancouver just after they signed the house papers. (CP 322)

On July 11, 2018. Ms. Gaffney called David's attorney and let her know that she was representing Wendy in her Battleground criminal case. Mary Kay Gaffney practices in the areas of Family Law, Child Custody … (CP 334) David's attorney was in communication with Ms. Gaffney about the parties' divorce case from then until David's attorney's withdrawal, effective August 6, 2018. (CP 339) Ms. Gaffney was aware of both the agreed Stipulated Temporary Interim Order filed May 4, 2018 and that the parties had reached a global settlement and that final orders were planned

to be filed at the end of the ninety day waiting period. (CP 339) Ms. Gaffney informed David's attorney of the court ordered competency evaluation in Wendy's criminal case. (CP 340) Additionally, Ms. Gaffney included David's attorney in correspondence to coordinate the retrieval of Wendy's personal property from the home. (CP 340)

In the criminal proceeding, the court found that Wendy was "found competent to proceed." (CP 367 and 459-62) David's attorney waited to file the final orders until the competency evaluation with Western State Hospital was complete per Ms. Gaffney's suggestion. David's attorney received confirmation from Ms. Gaffney that Wendy was found to be competent on July 20, 2018. (CP 324) David's attorney then proceeded to file the Final Divorce Order on July 25, 2018 (CP 340)

All final orders were sent to Wendy by David's attorney's office when they were signed by the trial court. Wendy requested a copy of the Final Parenting Plan and Final Order of Child Support on July 27, 2018, which was provided to her. (CP 340) In response to receiving a copy of the Final Divorce Order, Findings and Conclusions about a Marriage; and Declaration in Support of Entry of Final Divorce Order without a Hearing entered with the court on July 25, 2018, Wendy wrote back on July 27, 2018 as follows: "Samantha, Can you also send me the Final Parenting

Plan and Final order of child support? Thank you, Wendy Miller" (CP 344-345)

5. Wendy's motion to vacate judgment and motion for reconsideration

Wendy filed a Motion and Declaration for an Order to go to Court, Relief from Judgment and for Suit Fees, on November 5, 2018. On April 1, 2019, the trial court denied Wendy's motion. (CP 434-37) Wendy then filed a Motion for Reconsideration on April 10, 2019. On May 3, 2019, the Trial Court denied Wendy's Motion. (CP 432-33)

6. The Court of Appeals Affirmed

On June 8, 2021, the Court of Appeals, Division II, affirmed in a partially published opinion. Petitioner's Petition for Review to this Court is based on the unpublished portion of that decision.

E. Why this Court should Deny Review

1. Petitioner's claims that there is conflicting case law regarding the definition of "unsound mind" in CR 60(b)(2)

Petitioner claims the decision of the Court of Appeals is in conflict with a decision of the Supreme Court and that the decision of the Court of Appeals is in conflict with a published decision of the Court of Appeals as to the issue of rejecting "capacity to contract" as a definition for "unsound mind." Petitioner sites to no cases showing this conflict. Petitioner cites to no other cases where the Court of Appeals or the Supreme Court define

"unsound mind in CR 60(b)(2) the same as they define capacity to contract. This conflict simply does not exist. Petitioner instead argues that the Court of Appeals adopting the definition of "unsound mind" used in the witness competency statute, RCW 5.60.050, and the witness competency rule, CrR 6.12(c) creates a definition that is not identical to the definition of "capacity to contract" in Washington case law. The only cases cited by Petitioner are cases referring to the definition of "capacity to contract" which are consistent with each other (Cases cited by Petitioner include *Wash. Asphalt Co. v. Harold Kaiser Co.*, 51 Wn.2d 89, 91, 316 P.2d 126 (1957), *Haller v. Wallis*, 89 Wn.2d 539, 544, 573 P.2d 1302 (1978), *Estate of Harford*, 86 Wn. App. 259, 262, 936 P.2d 48 (1997), *rev. denied*, 135 Wn.2d 1011 (1998), and *Balmer v. Norton*, 82 Wn. App. 116, 121, 915 P.2d 544 (1996)). Petitioner ignores the Court of Appeals footnote 5 on page 13 of the ruling (Op.13, n.5) which explains that "CR60 motions examine the circumstances of the judgment, not the merits of the underlying case." (Op.13, n.5). The standard for capacity to contract includes an analysis of the contract terms to determine a party's ability to "comprehend the nature, terms and effect of the contract in issue." (Appellate Petition for Review page 11 citing to *Page v. Prudential Life Ins. Co. of America*, 12 Wn.2d 101, 109, 120 P.2d 527 (1942)). The standard Petitioner is asking you to adopt is not applicable to a post

judgment CR 60(b) motion as the proposed standard/definition requires the Court to look at the substance of the contract which is not appropriate for CR 60(b) motions that are focused on the circumstances of the judgment, not the content.

In her Motion to Vacate (CP 64-69), Petitioner did not ask the Court to define CR60(b)(2) "unsound mind" as "mental capacity to contract." Petitioner's Motion to Vacate Pursuant to CR 60(b)(2) alleged: "I suffer from long term mental health issues and am of unsound mind. I did not have the ability to comprehend right from wrong … I did not read the documents I was asked by Petitioner to sign and did not understand the ramifications of my actions." (CP 67).

Petitioner had the opportunity to raise the issue that she lacked the "capacity to contract" during the pendency of the dissolution case from the time she entered into the agreed final orders on May 14, 2018 until the final orders were signed by the Court on July 25, 2018. Petitioner failed to do and did not and does not meet her burden to get another chance to do so in her CR 60(b)motions. Petitioner is asking this Court to create an additional remedy to seek relief from judgment and the Court should not entertain her request to do so as it directly contradicts Washington law as to the finality of judgments.

2. Petitioner's claim that defining "unsound mind" for purposes of CR 60(b)(2) is an issue of substantial public interest

Petitioner sites to five unpublished Court of Appeals decisions in her footnote 5 on page 13. Petitioner's stated purpose of citing to these unpublished opinions is "to point out that these conflicting non-precedential decisions demonstrate that this is a significant issue of substantial public interest warranting review under RAP 13.3(b)(4)." (Petitioner's Petition for Review foot note 5, page 13). However, a closer look at the cited unpublished opinions shows no conflict in the decisions between these cases. For example, *In re J.T.S.*, No. 31725-1-III, 2015 WL 159739 (Jan. 13, 2015) cited to by Petitioner involves a CR 60(b)(2) motion to vacated following a failure to respond to a summary judgment order for Child Support. This unpublished opinion appropriately addresses the procedure as to failing to respond and whether that was due to the moving party being of "unsound mind." Petitioner cited to unpublished opinion *Johnson v. Knoud*, No.36891-9-II 2009 WL 1526924 (2009), cited to by Petitioner which cites to *State v. Wyse*, 71 Wn.2d 434, 436, 429 P.2d 121 (1967) regarding the definition of "unsound mind" as follows "persons of unsound mind include only those who are commonly called insane and those without comprehension at all, not those whose comprehension is merely limited." Petitioner alleges that *In re J.T.S* and

Johnson v. Knoud contain conflicting non-precedential decisions, however this is false. Additionally, Petitioner cites to the unpublished opinion *of Law offices of Sverre O. Staurset, P.S. v. Lowenthal* No. 26376-9-II, 2002 WL 259851 (Feb. 22, 2002) claim in it's ruling conflicts with *In re J.T.S*, however the Court in that case did not define "unsound mind" consistent with "capacity to contract." Interestingly, the party challenging the trial court's decision to vacate pursuant to CR 60(b)(2), produced evidence of the other party's capacity to contract as part of his claim that the trial court ruling should be overturned on appeal and the Court of Appeals held as follows: "Staurset quotes a passage from Page stating that a party must also show that her unsound mind made her unable to reasonably perceive or understand the contract. But the civil rule says that the court may vacate a judgment when the person shows she was of unsound mind and this condition did not appear in the record. CR 60(b). This rule, enacted after the decision in Page, supercedes Page; Staurset's reliance on this part of Page is incorrect." (see foot note 3 of the opinion). Nowhere in this unpublished opinion does Division II of the Court of appeals adopt "capacity to contract" as the definition of "unsound mind" in CR 60(b)(2). Again Petitioner is claiming there is conflict in decisions in the Court of Appeals that does not exist in an attempt to create substantial public interest that does not exist.

3. Petitioner's CR 60(b)(4) allegation regarding "mental capacity to contract"

Petitioner does use the words "mental capacity to contract" in her CR 60(b)(4) motion. This has nothing to do with her CR 60(b)(2) motion, however is being addressed to clarify any confusion caused by Petitioner transferring her claim as to not having the "mental capacity to contract" in the context of her CR 60(b)(4) motion to her CR 60(b)(2) motion for the first time on appeal to the Appellate Court and again to this Court. Petitioner's Motion to Vacate Pursuant to CR 60(b)(4) was based on the following: "Petitioner participated in my treatment and was aware of my mental condition ... However, he failed to inform his attorney and/or the Court that I lacked capacity ... Instead, Petitioner used my incapacity against me and erroneously obtained a disparate settlement that impoverishes me." (CP68). Petitioner does not include any facts alleging how David "used her incapacity against [her]" to obtain her signature on the agreed final orders. Petitioner does not include any facts showing she did not possess "sufficient mind or reason to enable [her] to comprehend the nature, terms and effect of the contract[s]" she signed. The only alleged fact included is that David failed to inform his attorney and/or the Court that Wendy lacked capacity. David did not and does not agree that Wendy lacked capacity when the agreed orders were signed by the parties

or when the agreed orders were presented to the Court for signature. David did inform his attorney and the Court of Wendy's mental condition as it was included in the agreed final parenting plan order (CP 23).

It should be noted that although some of the content is stated as if they are facts, Respondent's Reply filed in the trial Court on February 19, 2019 (CP 94-99) is not a declaration signed by Respondent under penalty of perjury. Instead it states it is "in support of Respondent's Motion for Relief and in reply to Petitioner's Response and Memorandum," however, it is signed only by Petitioner's trial Court attorney and is not a sworn declaration of either Petitioner or her trial Court attorney. Petitioner's *Declaration of Respondent* filed on March 5, 2019 (CP 356-382) was the only sworn statement of alleged facts filed in the Trial Court by Petitioner in reply to David's evidence contained in the following: *Declaration of David Miller* filed on December 14, 2018 (CP 85-90), *Declaration of Attorney Erica Aquadro* filed on December 14, 2018 (CP 91-93), *Petitioner's Supplemental Declaration in Opposition to Respondent's Motion for Relief from Judgment* filed on March 1, 2019 (CP 318-333) and *Supplemental Declaration of Attorney Erica Aquadro* filed on March 1, 2019 (CP 339-347). Petitioner's March 5, 2019 declaration does not dispute the following facts sworn to be true by David and/or his attorney who drafted the agreed final orders: Petitioner was personally served at

her separate apartment with the Summons and the Petition for Dissolution of Marriage; Petitioner signed agreed to temporary orders that were filed with the Court during the pendency of the parties' dissolution case; the parties had previously reached a global settlement on May 3, 2018 and that final orders were drafted in accordance with Petitioner and David's global agreement (CP 322); on April 18, 2018, Petitioner stopped by the house and told him that she wanted a divorce, that David agreed that they should move forward with getting a divorce and suggested that she get an attorney, that Petitioner then told David she doesn't need an attorney and for David to handle it and that Petitioner told David the terms she ultimately wanted as a settlement (CP 321); and on May 14, 2018, the parties ultimately, met at the Olive Garden by Petitioner's apartment, had lunch, and signed the final orders, that Wendy was calm and coherent during the meeting, that Wendy appeared ready to finalize things, that Petitioner and David did not argue about the terms of the divorce and that Wendy did not express any further concerns (CP 322). Nowhere in Petitioner's declarations does she claim that she did not have enough time to review and understand the agreed final orders before signing them. Petitioner has not asked the that the agreed final Parenting Plan she signed on May 14, 2018 be vacated along with the other three agreed final orders. Petitioner does not dispute She found out that only the final child support

order and the final parenting plan order could be submitted to the Court for signature at that time all four final orders were signed on May 14, 2018 and that the remaining orders, the Findings and Conclusions About a Marriage and the Final Divorce Order could not be submitted until 90 days after Petitioner was served with the Summons and Petition (CP 322). Petitioner does not deny that her criminal law attorney, who also practices domestic relations law, knew that the remaining final orders had not yet been submitted to the Court for signature (CP. 334).

Additionally, Petitioner was found competent, not only to stand trial in the criminal case (CP 340, 342 and 459), but to work for the FBI with security clearance. (CP 88 and CP 455) On April 26, 2018, after leaving Fairfax, Petitioner was interviewed by FBI Resident Agent-in-Charge, in David's presence as requested by Petitioner, to assess her readiness to return to work. Petitioner was calm, clear and thoughtful at the interview and stated her desire to return to work on the following Monday, April 30, 2018. Petitioner later told David that she was then taking additional time off for an alleged leg injury. (CP 321). Finally, Petitioner did not challenge the agreed orders after she learned they were signed by the trial court on July 25, 2018 through or during her signing of the Quit Claim Deed consistent with the agreed final orders (CP 85-93).

Given all of the above facts, Petitioner appropriately was not relieved from the agreed Final Divorce Order signed by the trial Court for any of her CR 60(b) allegations, including CR 60(b)(2).

4. **Petitioner's Claim that the non-moving party to a CR 60(b)(4) motion in which the moving party alleges bad faith on the part of the non-moving party has the burden to show that he acted in good faith under RCW 26.16.210.**

RCW 26.16.210 does not conflict with Washington caselaw as to burden of proof in a Civil Rule 60(b) motion. Petitioner did not raise "any question as to the good faith of any transaction" to the trial court. She signed agreed orders on May 14, 2018. Petitioner does not provide any evidence indicating she was somehow prevented from questioning David's good faith in the parties executing agreed final orders by raising that issue to the trial Court. Petitioner is confusing the timing of when RCW 26.16.210 applies. It applies prior to final orders being signed by the trial Court. Petitioner did not raise issues to the trial Court despite the fact that she was personally served by a process serve, despite the fact that she filed a response to the Petition for Dissolution, despite the fact that she signed an agreed to temporary order in the case and despite the fact that her criminal attorney was well aware of the agreed orders and the timing of when they would be submitted to the trial Court for signature. Therefore, Petitioner is limited to the remedies available to her in CR 60(b) and her

required burden of proof for that remedy. The party attaching a judgment under CR 60(b)(4) must establish the fraud, misrepresentation, or other misconduct by clear and convincing evidence. See *Lindgren v. Lindgren*, 58 Wn. App. 588,596, 794 P.2d 526 (Wash. Ct. App 1990) cited by the Court of Appeals in this case. Petitioner has the burden of proving this allegation with clear, cogent and convincing evidence. There are many other statutes in RCW 26 that do not apply in CR 60(b) motions despite the fact that they may conflict with CR 60(b) and the case law surrounding that rule. (See *Curtis* where a party in that case unsuccessfully asked the Court of Appeals to conclude that a trial court has to apply the factors in 26.09.080 to agreed settlements in a dissolution case *Marriage of Curtis*, 106 Wn.App.191, 198, 23 P.3d 13, rev. denied, 145 Wn.2d 1008 (2001)). Not only does Petitioner not meet her burden of proof, Petitioner does not offer any facts to support her allegation in her CR 60(b)(4) motion. Petitioner does not claim that David tricked her, misrepresented something to her or otherwise engaged in any misconduct that lead to Petitioner signing the agreed final orders on May 14, 2018 or that prevented Petitioner from challenging those orders while the dissolution case was pending between the date she signed the agreed orders on May 14, 2018 and the date the agreed orders were signed by the Court on July 25, 2018. Petitioner did not challenge the agreed orders after she learned they were

signed by the trial court or during her subsequent signing of the Quit Claim Deed consistent with the agreed final orders.

F. Conclusion

This Court should not accept review to establish the appropriate standard to be applied when a party seeks to vacate a judgment under CR 60(b)(2) for "unsound mind." This Court should not accept review to confirm that the burden of proving good faith under RCW 26.16.210 applies when a spouse seeks to vacate an agreed decree under CR 60, based on the other spouses' bad faith (or breach of fiduciary duty). As to the issues raised by Petitioner to this Court, there is no decision of the Court of Appeals in conflict with a decision of this Court, there is no decision of the Court of Appeals in conflict with a published decision of the Court of Appeals and the petition does not involve an issue of substantial public interest that should be determined by the this Court.

Dated this 23rd da of August, 2021.

By:_____
Michelle L. Prosser, WSBA#47486
Attorney for Respondent

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 August 23, 2021, I arranged for service of the foregoing Answer to Petition for Review, to the court and to the parties to this action as follows:

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DATED at Vancouver, Washington this 23rd day of August, 2021.

Michelle L. Prosser, WSBA#47486
Attorney for Respondent

STAHANCYK, KENT & HOOK PC

August 23, 2021 - 4:28 PM

Transmittal Information

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Comments:

Respondent's Answer to Petitioner's Petition for Review

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