

**FILED**  
**Court of Appeals**  
**Division II**  
**State of Washington**  
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**SUPREME COURT**  
**STATE OF WASHINGTON**  
**5/17/2022**  
**BY ERIN L. LENNON**  
**CLERK**

Court of Appeals No. 55135-7

100932-1

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IN THE COURT OF APPEALS  
OF THE STATE OF WASHINGTON  
DIVISION II

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WOODBURN INDUSTRIAL CAPITAL GROUP, LLC, an  
Oregon limited liability company,

Respondent,

v.

ROBERT J. PLUMMER SR, an individual, and  
ROBERT PLUMMER JR, an individual,

Petitioners.

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**PETITION FOR REVIEW**  
**BY THE WASHINGTON STATE SUPREME COURT**

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VANDEBERG JOHNSON &  
GANDARA, PS

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## **I. IDENTITY OF PETITIONERS**

Robert J. Plummer Sr and Robert Plummer Jr (“Plummers”) ask this Court to accept review of the Court of Appeals’ decision designated in Part II. The Plummers were the Respondents in the Court of Appeals, Division II, case number 55135-7, and the Defendants in Pierce County Superior Court, cause no. 19-2-10262-0.

## **II. COURT OF APPEALS DECISIONS**

The Plummers seek review of the unpublished decision terminating review entered by Division II of the Court of Appeals on January 19, 2022 (the “Decision”). *See* Appendix A. The Plummers timely moved for reconsideration, which was denied on April 18, 2022. *See* Appendix B.

The Plummers seek review because the Decision approves a legal description that violates the statute of frauds. This Court’s precedent holds that agreements for the purchase of land are void if the trier of fact must resort to oral testimony to determine the legal description of property covered by the agreement. Here, the

legal description contains both a reference to a tax parcel number and a statement that the legal description would be determined in the future. Such ambiguity in a legal description can only be resolved through oral testimony, which is prohibited by this Court's precedent. Because the Decision ignores the ambiguity in the legal description and disregards this Court's precedent, discretionary review is warranted.

### **III. ISSUE PRESENTED FOR REVIEW**

Does the Court of the Appeals' Decision approving an ambiguous legal description conflict with this Court's precedent that agreements for the purchase of land contain a legal description of property that is sufficiently definite for a court to locate the property without resorting to oral testimony, when the agreement's legal description refers to a tax parcel number but acknowledges that the actual legal description would not be determined until months later in escrow?

#### IV. STATEMENT OF THE CASE

Defendant Robert J. Plummer Sr. (Plummer Sr.) is the owner of real property commonly known as 13217 Canyon Road East, Puyallup, WA (the “Property”). Clerk’s Papers (CP) 116. The Property is approximately 9.78 acres. CP 116. Plummer Sr. is currently 86 years old and continues to reside on the Property in a single-wide mobile home. *Id.*

Plaintiff Woodburn Industrial Capital Group, LLC. (“WICG”) is an Oregon-based, commercial developer. CP 116. On or about October 4, 2018, WICG, through its real estate agent, drafted and delivered WICG’s offer to Plummer Sr. to purchase the Property in the form of a real estate purchase and sale agreement (the “Agreement”) for a price of \$750,000.00. CP 117, 122.

The Agreement does not contain a legal description of the Property. Rather, Exhibit A to the Agreement, entitled “Legal Description of Property,” references a tax parcel number

followed by the instruction that a legal description would be determined in escrow at a later date:

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

Pierce County Parcel Number 0419182100

Legal Description to be determined in Escrow.

CP 17, 131.

Under the Agreement, escrow would not occur until 30 days after: (i) WICG inspected the Property; (ii) reviewed title documents; (iii) confirmed with Pierce County that the Property could be used as a contractor's yard with associated office and shop space; and (iv) determined the extent of wetlands on the Property, which the Seller had 120 days following execution of the Agreement to accomplish. CP 9, 11 (Sections 2.1 and 7.1 of the Agreement). In other words, the determination of the actual legal description in escrow was potentially five months into the future.

No legal description was ever determined in escrow, nor was a legal description ever agreed to by the parties or inserted into the Agreement by addendum at a later date. *See* CP 6-26.

After Plummer Sr. withdrew a counteroffer to sell, WICG filed suit seeking specific performance for breach of contract or, alternatively, money damages for breach of contract. CP 3-4. Both parties subsequently moved for summary judgment. CP 31-39, 106-15.

On July 22, 2020, the Honorable Stephanie A. Arend granted the Plummers' motion for summary judgment and dismissed all claims raised by WICG. CP 206-07. Judge Arend also denied WICG's motion for partial summary judgment. CP 204-05. WICG subsequently appealed, challenging the trial court's orders. CP 208-13.

On January 19, 2022, the Court of Appeals reversed the trial court's order granting summary judgment to the Plummers, holding that the Agreement's reference to the property's tax ID number automatically satisfied the statute of frauds as a matter



of law regardless of the express language to the contrary in the Agreement. Decision at 6. In reaching this conclusion, the Court of Appeals ignored the ambiguity created by the statement “Legal Description to be determined in Escrow,” and failed to recognize that such an ambiguity could be resolved only by a trial court resorting to oral testimony in violation of the statute of frauds. The Plummers’ motion for reconsideration was denied by the Court of Appeals on April 18, 2022. App. B.

Because the Decision is contrary to, and greatly expands Washington law, the Plummers request that this Court grant discretionary review and reverse the Decision of the Court of Appeals.<sup>1</sup>

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<sup>1</sup> The Court of Appeals also held that genuine issues of material fact existed as to whether “WICG extended its offer deadline and Plummer’s acceptance was valid.” Decision at 2. Offer and acceptance, however, are irrelevant because the Agreement is void under the statute of frauds.

**V. ARGUMENT WHY REVIEW SHOULD BE ACCEPTED**

**A. Grounds for Review by Supreme Court.**

A petition for discretionary review should be granted if the decision of the Court of Appeals conflicts with a decision of this Court. RAP 13.4(b)(1). Because the Decision here conflicts with precedent set by this Court, discretionary review is warranted.

**B. The Statute of Frauds Requires that Contracts for the Sale of Real Property Contain a Legal Description that Must Be Determined Without Oral Testimony.**

A contract for the sale of real property must contain a legal description of the property. *Geonerco, Inc. v. Grand Ridge Props. IV, LLC*, 146 Wn. App. 459, 465-66, 191 P.3d 76, 80 (2008). An inadequate legal description of the property renders the agreement “void as being in violation of the statute of frauds.” *Id.* at 466 (citation omitted). *See also Martin v. Seigel*, 35 Wn.2d 223, 212 P.2d 107 (1949) (earnest-money agreement unenforceable because description of property by street number, city, county, and state, did not satisfy the statute of frauds.)

Washington's adherence to this rule is the strictest in the nation:

Washington follows the rule, the strictest in the nation, that a contract for the sale of land must describe the land by legal description. In most states an incomplete description or a street address is sufficient, and parol evidence may be received to locate the land. **Not so in Washington.**

18 W.B. Stoebuck & J.W. Weaver, *Wash. Prac.: Real Estate: Transactions* § 16.3 at 225 (2d ed. 2004) (2017 update) (emphasis added).

To satisfy the statute of frauds, the legal description in the contract must contain "a description of the land sufficiently definite to locate it without recourse to oral testimony." *Key Design, Inc. v. Moser*, 138 Wn.2d 875, 881, 983 P.2d 653 (1999) (internal citation omitted); *Geonerco, Inc.*, at 465-66.

As discussed below, the Agreement fails to satisfy this requirement.

**C. Because Oral Testimony Would Be Required To Determine the Legal Description, the Agreement Violates the Statute of Frauds.**

The Legal Description Exhibit to the Agreement refers to “Pierce County Parcel Number 0419182100” followed immediately by “Legal Description to be determined in Escrow.” CP 17, 131.

In *Bingham v. Sherfey*, 38 Wn.2d 886, 888, 234 P.2d 489 (1951), the court held that reference to a tax parcel *by itself* may satisfy the statute of frauds where the addition of subsequent descriptive language “neither takes from, nor adds to, the tax title reference.” Because the reference to the tax parcel number was not embellished or contradicted by other terms, the *Bingham* court held that “[o]ral testimony is not necessary to determine the exact legal description of the land upon which the minds of the parties met.” *Id.* at 889.

Unlike *Bingham*, however, the reference here to the tax parcel number is not by itself and is contradicted by the very next sentence stating that the legal description will be determined

months later in escrow. Determination in escrow would be unnecessary if the tax parcel number alone correctly described the Property or if there was agreement on the legal description. Instead, the reference to the legal description being determined in escrow recognized that when the Agreement was signed, the legal description was not established and would not be determined until after WICG had gone through its months-long review process prior to escrow.

In Washington, “a contract is ambiguous if its terms are uncertain or they are subject to more than one meaning.” *Dice v. City of Montesano*, 131 Wn. App. 675, 684, 128 P.3d 1253 (2006). Ambiguous language is held against the drafter of the document. *Berg v. Hudesman*, 115 Wn.2d. 657, 677, 801 P.2d 222 (1990).

Here, WICG drafted an ambiguous legal description of the Property because it is uncertain whether the Property could be described by the tax parcel number or instead by a legal description that would be determined months later in escrow.

This ambiguity can only be resolved by testimony before the trial court to explain “what did you mean when you wrote that the legal description would be determined in escrow?” This is dispositive because, as a matter of law, the need to resort to that explanatory oral testimony renders the Agreement void under the statute of frauds. *See Geonerco, supra*.

The Court of Appeals, however, ignored the ambiguity in the legal description created by both a reference to the tax parcel number and the statement the legal description would be determined later in escrow. Instead, the court held that a reference to a tax parcel number prevails over a conflicting statement that the legal description will be determined later in escrow.

In the process, the court mischaracterized Plummers’ position regarding the reference to the tax parcel number. The Decision states that the Plummers admit that “The parcel number in the PSA satisfies that requirement by Plummer’s own

admission.” Decision at 6. To the contrary, the Plummers’ briefing before the court made no such admission:

[T]he reference to the tax parcel number might have been dispositive except for one key fact ignored by WICG: the reference to the tax parcel number is followed immediately by the “Legal Description to be determined in Escrow” phrase.

Thus, the presence of the tax parcel number is negated by the next sentence stating that the legal description will be determined in the future.

Resp. Br. at 20. *See also* Resp. Brief at 29 (“The statement ‘Legal Description to be determined in Escrow’ negates the reference to the tax parcel number.”) The Decision compounds this mischaracterization by then asserting the Plummers provided no authority for their position, ignoring Plummers’ detailed discussion of *Geonerco* and how the need to hear oral testimony to resolve the ambiguous legal description renders the Agreement void as a matter of law. *See* Resp. Br. at 17-22, 29-30.

Although the Court of Appeals cited to RCW 84.04.055 to support its position, Decision at 6, that statute does not concern the legal description requirement in the statute of frauds. Instead,

RCW 84.04.055 only refers to the legal description necessary for property taxes, and this is not the standard for the statute of frauds. *See* RCW 84.04.055 (“‘Legal description’ shall be given its commonly accepted meaning, *but for property tax purposes*, the parcel number is sufficient for the legal description.”) (emphasis added). Indeed, research did not uncover a single Washington case—either published or unpublished—that cited, discussed, or mentioned RCW 84.04.055 in the context of the statute of frauds.

The court’s holding that any reference to a tax parcel number—even one that is immediately contradicted by the next sentence—automatically satisfies the statute of frauds, is contrary to, and would be an unwarranted expansion of Washington law. Moreover, the Decision constitutes a significant weakening of the principles underlying the certitude



required by the statute of frauds. Review by this Court is therefore appropriate.<sup>2</sup>

**D. The Plummers Request an Award of their Attorney's Fees on Appeal.**

The rules of appellate procedure provide for an award of attorneys' fees on appeal when authorized by a contract, a statute, or a recognized ground of equity. RAP 18.1. Here, Section 14 of the Agreement provides for an award of attorneys' fees to a prevailing party in any action to enforce the Agreement, including attorney fees incurred on appeal. CP 12. If the Court grants the Plummers' petition for review and subsequently

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<sup>2</sup> Although not discussed in the Court of Appeals' Decision, caselaw recognizes an exception to the legal description requirement if the contract expressly authorizes an agent to insert a legal description over the signature of the parties. *Edwards v. Meader*, 34 Wn.2d 921, 925, 210 P.2d 1019 (1949); *Geonerco*, 146 Wn. App. at 468. In *Edwards* and *Geonerco*, the agents actually inserted the legal description into the agreements, and the courts held that the statute of frauds was satisfied. *Edwards* at 925; *Geonerco* at 469.

Here, the Agreement does not authorize an agent to insert a legal description over the signature of the parties and no legal description was ever inserted. Thus, this exemption to the legal description requirement does not apply.

affirms the orders of the trial court, the Plummers would be the prevailing party on appeal and entitled to their attorneys' fees on appeal under RAP 18.1.

## **VI. CONCLUSION**


The Court of Appeal's Decision ignores this Court's statute of frauds precedent that a contract for the sale of real property contain a legal description that is certain and determined without recourse to oral testimony. Because the Decision is contrary to Washington law and conflicts with prior decisions of this Court, the Plummers request that this Court grant their petition for discretionary review.

**Certificate of Compliance with RAP 18.17**

The undersigned certifies that this document contains 2,329 words, excluding the portions exempted by RAP 18.17.

RESPECTFULLY SUBMITTED this 14 day of May, 2022.

VANDEBERG JOHNSON &  
GANDARA, PS

By  \_\_\_\_\_

Mark A. Hood, WSBA #20152  
Daniel Montopoli, WSBA #26217  
Attorneys for Petitioners

Appendix A: *Woodburn Indus. Capital Grp. v. Plummer*, No. 55135-7-II,  
2022 Wash. App. LEXIS 86 (Ct. App. Jan. 19, 2022)

Appendix B: Order denying Plummers' Motion for Reconsideration,  
dated April 18, 2022.

January 19, 2022

**IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON**

**DIVISION II**

WOODBURN INDUSTRIAL CAPITAL  
GROUP, an Oregon limited liability company,

Appellant,

v.

ROBERT PLUMMER SR., an individual, and  
ROBERT PLUMMER JR., an individual,

Respondents.

No. 55135-7-II

UNPUBLISHED OPINION

VELJACIC, J. — Woodburn Industrial Capital Group (WICG) offered to buy Plummer Sr.’s (Plummer) property by sending him a purchase and sales agreement (PSA). The PSA included an offer deadline, and Plummer failed to sign the PSA by the deadline. After the deadline had passed, WICG and Plummer continued to communicate regarding the offer, and WICG extended the deadline during a phone conversation. Plummer signed and returned the PSA without modifying any terms. A few weeks later, Plummer attempted to escape the contract by sending WICG a letter indicating his signature was intended as a counteroffer not an acceptance, and that he revoked the counteroffer. WICG sued for specific performance. Both parties moved for summary judgment. The superior court granted Plummer’s motion. WICG appeals, arguing that when Plummer signed the PSA they entered into a valid contract, that the agreement includes a sufficient property description to satisfy the statute of frauds.

We conclude Plummer was not entitled to judgment as a matter of law because whether WICG extended its offer deadline and Plummer's acceptance was valid are genuine issues of material fact. Accordingly, we reverse.

#### FACTS

WICG sought to purchase Plummer's real property. In early October, WICG sent Plummer an offer to purchase his real property in the form of a standard PSA. The PSA contained a description of the property using a street address and tax parcel number. It also contained a "Time for Acceptance" clause that stated: "If Seller does not return to Buyer a signed and dated version of this Agreement on or before 5:00 PM Pacific Time on October 10, 2018, then the [e]arnest [m]oney shall be promptly refunded to Buyer and thereafter, neither party shall have any further right or obligation hereunder." Clerk's Papers (CP) at 14. The PSA also included a time-is-of-the-essence clause.

Plummer failed to sign the PSA before the offer deadline passed. WICG did not abandon its efforts to purchase Plummer's property, and the parties continued to communicate regarding WICG's offer. On January 8, WICG spoke with Plummer over the phone and informed him that the offer was still open. The same day, Plummer signed the PSA without altering any terms and returned it to WICG. Approximately two weeks after signing the PSA, Plummer contacted WICG stating that his signature on the PSA did not constitute acceptance but was instead a counteroffer, which he was now revoking.

Prior to WICG suing Plummer, Plummer's sons requested a court determine he was incapacitated. The court appointed a guardian ad litem, who issued a report. In a response to such report, Plummer's son issued a response in which he acknowledged that Plummer had come to

him and stated that he wanted “to get out of the contract.” CP at 100. The court ruled that Plummer was not an incapacitated person.

After the guardianship proceeding, WICG sued Plummer seeking specific performance, and sued Plummer Jr. for tortious interference with contract. Both parties moved for summary judgment. In its motion for partial summary judgment as to Plummer Sr., WICG argued that when Plummer signed the PSA it created an enforceable contract and that specific performance was appropriate. Plummer also moved for summary judgment, arguing his signature on the PSA was a counteroffer that was properly revoked, WICG’s offer had expired therefore acceptance was impossible, and the PSA failed to include a property description that satisfied the statute of frauds.

In his declaration attached to the motion, Plummer did not contest WICG’s declaration that stated it had extended the deadline, nor did he dispute his prior statement that he wanted to escape the contract. He stated “After I failed to accept the offer WICG's agent Stephen Ford contacted me multiple times over the next couple of months, trying to get me to sign” and “I heard nothing from . . . WICG regarding acceptance of the [PSA] after I signed on January 8, 2019. On January 25, 2019, at my request my attorney sent a letter to WICG withdrawing the offer to sell contained in the [PSA] I had signed on January 8, 2019.” CP at 117.

The superior court granted Plummer’s order for summary judgment and denied WICG’s. WICG appeals the superior court’s order.

#### ANALYSIS

WICG argues that the trial court should have granted its motion for summary judgment because it extended its offer deadline and Plummer accepted it. In the alternative, it argues the trial court erred when it granted summary judgment for Plummer because whether it extended the offer deadline and whether Plummer accepted the offer by signing the PSA are genuine issues of

material fact. We agree with WICG that there are material issues of fact precluding summary judgment.

I. STANDARD OF REVIEW

We review a superior court's order granting summary judgment de novo, and performs the same inquiry as the superior court. *Strauss v. Premera Blue Cross*, 194 Wn.2d 296, 300, 449 P.3d 640 (2019); *Estate of Carter v. Carden*, 11 Wn. App. 2d 573, 581, 455 P.3d 197 (2019). We consider the facts and the inferences from the facts in a light most favorable to the nonmoving party. *Bremerton Pub. Safety Ass'n v. City of Bremerton*, 104 Wn. App. 226, 230, 15 P.3d 688 (2001). We may grant summary judgment if the pleadings, affidavits, and depositions establish that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law. CR 56(c); *RockRock Grp., LLC v. Value Logic, LLC*, 194 Wn. App. 904, 913, 380 P.3d 545 (2016). "A genuine issue is one upon which reasonable people may disagree," and "[a] material fact is one upon which all or part of the outcome of the litigation depends." *Youker v. Douglas County*, 178 Wn. App. 793, 796, 327 P.3d 1243 (2014); *Hill v. Cox*, 110 Wn. App. 394, 402, 41 P.3d 495 (2002).

II. LEGAL PRINCIPLES

Purchase and sales agreements are contracts for the conveyance of real property. *Geonerco, Inc. v. Grand Ridge Props. IV LLC*, 146 Wn. App. 459, 465, 191 P.3d 76 (2008). To form a contract, including purchase and sales agreements, the contracting parties must have a "meeting of the minds" as to the essential terms of their agreement. *Id.* We follow the "objective manifestation theory of contracts." *Carden*, 11 Wn. App. 2d at 581-82 (quoting *Hearst Commc'ns, Inc. v. Seattle Times Co.*, 154 Wn.2d 493, 503, 115 P.3d 262 (2005)). When interpreting a contract, we attempt to ascertain the intent of the parties by examining the objective

manifestations of the parties. *Carden*, 11. Wn. App. 2d at 582. To that end, we apply the “context rule” to interpret contracts, allowing us to consider extrinsic evidence, including the “circumstances leading to the execution of the contract.” *Roats v. Blakely Island Maint. Comm’n, Inc.*, 169 Wn. App. 263, 274, 279 P.3d 943 (2012) (quoting *Shafer v. Bd. of Trustees of Sandy Hook Yacht Club Estates, Inc.*, 76 Wn. App. 267, 275, 883 P.2d 1387 (1994)).

“The statute of frauds requires all real estate conveyances, including a purchase and sales agreement's conveyance of a future interest, to contain ‘a description of the land sufficiently definite to locate it without recourse to oral testimony.’” *Grand Ridge Props.*, 146 Wn. App. at 465-66 (internal quotation marks omitted) (quoting *Key Design, Inc. v. Moser*, 138 Wn.2d 875, 881, 983 P.2d 653 (1999)). Without a sufficient description of the land, a contract for the conveyance of real property is legally void. *Grand Ridge Props.*, 146 Wn. App. at 466. Tax parcel numbers satisfy the legal description for property tax purposes. RCW 84.04.055.

### III. ANALYSIS

We conclude that the superior court erred in granting Plummer’s motion for summary judgment because whether the offer was still valid when Plummer signed the PSA due to WICG extending its offer deadline is a genuine issue of material fact. Viewing the evidence in the light most favorable to WICG, WICG extended its offer and Plummer signed the valid offer. WICG argues that it extended its offer deadline, thereby allowing Plummer to accept its offer after the deadline had passed. Plummer admits that WICG continued to speak with him after the deadline, encouraging him to sign the offer. Plummer’s statement to his son that he wanted to escape the contract also implies that Plummer understood the deadline had been extended.

Further, Plummer’s conduct implies he knew the offer deadline had been extended. Plummer signed the PSA the same day he spoke with WICG, and he returned it without modifying



any terms within the document. The facts available to us, viewed in the light most favorable to WICG, show that WICG extended its offer deadline, thereby making the offer valid when Plummer signed it. Therefore, there is a genuine issue of material fact bearing on whether the parties had a meeting of the minds and made an enforceable contract; Plummer was not entitled to judgment as a matter of law.

Although we conclude that whether WICG extended its offer, thereby making Plummer's signature an acceptance, is a genuine issue of material fact, we additionally note that the PSA included a sufficiently definite property description to satisfy the statute of frauds. In his brief, Plummer acknowledges that the parcel number is sufficient as a legal description, but argues the parcel number is negated by the additional language "'Legal Description to be determined in Escrow.'" Resp't at 18. Plummer fails to cite to any legal authority to support that proposition. The statute of frauds merely requires a description sufficient to identify the property without oral testimony. *Grand Ridge Props.*, 146 Wn. App. at 465-66. The parcel number in the PSA satisfies that requirement by Plummer's own admission and RCW 84.04.055, therefore the PSA does not violate the statute of frauds.

#### IV. ATTORNEY FEES

Plummer argues that, although no agreement exists between him and WICG, pursuant to their nonexistent agreement he is entitled to attorney's fees.

"In Washington, reasonable attorney fees may be awarded when authorized by a contract." *Salewski v. Pilchuck Veterinary Hosp., Inc., P.S.*, 189 Wn. App. 898, 910, 359 P.3d 884 (2015). When a contract provides for attorney's fees, such provision includes fees on appeal. *Id.* Under RCW 4.84.330, when a contract includes terms that allow collection of attorney's fees, the

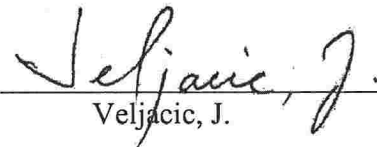
prevailing party is entitled to such fees. A prevailing party is one that receives a judgment in its favor. *Mike's Painting, Inc. v. Carter Welsh, Inc.*, 95 Wn. App. 64, 68, 975 P.2d 532 (1999).

We conclude that Plummer is not entitled to attorney's fees because summary judgment was improper and he is therefore not the prevailing party on appeal. See RCW 4.84.330; *Carter Welsh*, 95 Wn. App. at 68.

CONCLUSION

We conclude Plummer was not entitled to judgment as a matter of law because whether WICG extended its offer deadline and Plummer's acceptance was valid is a genuine issue of material fact. The grant of summary judgment was erroneous. Accordingly, we reverse.

A majority of the panel having determined that this opinion will not be printed in the Washington Appellate Reports, but will be filed for public record in accordance with RCW 2.06.040, it is so ordered.

  
\_\_\_\_\_  
Veljacic, J.

We concur:

  
\_\_\_\_\_  
Worswick, P.J.

  
\_\_\_\_\_  
Cruiser, J.

April 18, 2022

**IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON**

**DIVISION II**

WOODBURN INDUSTRIAL CAPITAL  
GROUP, an Oregon limited liability company,

Appellant,

v.

ROBERT PLUMMER SR., an individual, and  
ROBERT PLUMMER JR., an individual,

Respondents.

No. 55135-7-II

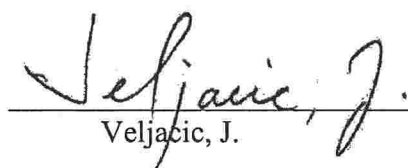
**ORDER DENYING MOTION FOR  
RECONSIDERATION**

Respondents, Robert Plummer Sr. and Robert Plummer Jr., move this court to reconsider its January 19, 2022 opinion. After consideration, we deny the motion. It is

SO ORDERED.

Panel: Jj. Worswick, Cruser, Veljacic.

FOR THE COURT:

  
\_\_\_\_\_  
Veljacic, J.

FILED  
Court of Appeals  
Division II  
State of Washington  
5/17/2022 9:38 AM

COURT OF APPEALS  
THE STATE OF WASHINGTON  
DIVISION II

WOODBURN INDUSTRIAL	)	
CAPITAL GROUP, an Oregon	)	
limited liability company,	)	No. 55135-7-II
	)	
Respondent,	)	PROOF OF SERVICE OF
	)	PETITION FOR
v.	)	DISCRETIONARY REVIEW
	)	
ROBERT PLUMMER SR., an	)	
individual, and ROBERT	)	
PLUMMER JR., an individual,	)	
	)	
Petitioners.	)	
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I hereby certify under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct:

That on May 17, 2022, my office caused to be delivered a true and correct copy of the attached Petition for Discretionary Review to:

Attorneys for Respondent

Mark Rosencrantz (rose@carneylaw.com)

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by electronic mail and by electronic service via COA.

DATED this 17 day May, 2022, at Tacoma, Washington



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Mark A. Hood, WSBA # 20152

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**Appellate Court Case Title:** Woodburn Industrial Capital Group, Appellant v. Robert Plummer Sr & Robert Plummer Jr., Respondents  
**Superior Court Case Number:** 19-2-10262-0

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