101427-9

No. 837061

SUPREME COURT

OF THE STATE OF WASHINGTON

DONALD B. COOK, Pro Se, Appellant

v.

VERIZON COMMUNICATIONS, Respondent

MOTION FOR DISCRETIONARY REVIEW

Treated as a Petition for Review

Donald B. Cook, pro se

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A. IDENTITY OF PETIONER

Donald B. Cook, pro se, Appellant, asks this court to accept review of the decision designated in Part B of this motion.

B. DECISION

At issue is the ORDER DENYING MOTION FOR RECONSIDERATION No 83706-1-1 issued by the Court of Appeals on October 6, 2022. The decision of the Court of Appeals does not allow the Appellant to address any of the issues presented in the initial pleading and thus forces arbitration under the Federal Arbitration Act.

C. ISSUES PRESENTED FOR REVIEW

The main issued at hand is whether the Court should have the purview to blindly assign arbitration while ignoring all the laws put into effect by the State Legislature to protect the consumers

in the State of Washington. The Court has allowed itself "to pick and choose" which laws to apply and which laws to ignore in this case. The result is that Verizon Communications is never held responsible for violation of Washington State Laws because arbitration is the end all in these cases and there is no accountability to the consumers by Verizon.

D. STATEMENT OF THE CASE

The case filed by the Plaintiff detailed six consumer law violations as well as factors concerning the health and safety issues of the 5G network. The Superior Court, The Court of Appeals, and the Supreme Court (who undoubtedly will reaffirm) have ignored all these issues and have in lockstep marched toward the solution of only Federal Arbitration being allowed; even though the FAA precludes it's use when state laws are violated. Even though arbitration is not allowed in criminal cases which is the essence of the original pleading. Even though the relied upon sales agreement is unconscionable and contains no elements of consideration. It is a rubber stamp process at all of the State Court levels and the Court is complicit along with

Verizon in violating the rights of Washingtonians. The order denying the motion for reconsideration also ignores the issues raised with 5G.

Comparing the past networks to 5G is illustrated by the garden hose example. A regular 1" diameter garden hose at 100 PSI will shoot a stream of water about 40 feet. When that diameter of hose is increased to 12", it would take over 700 PSI to shoot the same stream of water 40 feet. The increase in radioactive waves intensity required by the new 5G Network threatens the health and safety of all citizens as was explained by the Navy Master Chief Cryptology Technician who is set to testify. Additionally, as already addressed, when a coder can write a program in an hour which would bring down a jet liner if an I-Phone were on board, it should be investigated. I am attesting to these facts by signature, and if I'm lying, I should be charged with perjury; if not, the Court should perform their due diligence and refer the matter to the proper authorities for investigation (like the State Attorney General)

E. ARGUMENT WHY REVIEW SHOULD BE ACCEPTED

Under rule 13.4 (b) the following is stated ... (3) If a significant question of law under the Constitution of the State of Washington or

of the United States is involved; or (4) If the petition involves an issue of substantial public interest that should be determined by the Supreme Court.

Both points are satisfied, and the Supreme Court should accept the review.

F. CONCLUSION

As citizens of the State of Washington, we all have rights, constitutional rights, natural rights, civil rights, equal protection rights, and due process rights. By blindly ignoring these rights in civil litigation when a contract even mentions arbitration or a judge only trial, the Court System must be held accountable. Thanks to Court case precedence requiring FAA arbitration, almost every contract in America contains the wording found in the Verizon Sales Agreement, arbitration only or Judge trial only.

This Motion for Discretionary Review is but a stop along the way for what will come later. I will extend the courtesy of delaying the next step until after the Supreme Court ruling, but regardless of the outcome, I will be filing in the United States District Court for the Western District of Washington under their LCR's a Pro Se 15

COMPLAINT FOR VIOLATION OF CIVIL RIGHTS action, and later a Pro Se 2 COMPLAINT AND REQUEST FOR INJUNCTION denying the Washington State Courts the ability to enforce arbitration and Judge only trials in Washington State contracts.

I will name both the Washington State Courts and Verizon as liable under Section 1983 showing that they were both acting under color of law (i.e., abuse of power) at the times of the violations.

This document contains 826 words and 6 pages.

Dated this 2nd day of November 2022.

Respectfully submitted,

Donald B. Cook, pro se

DONALD COOK

November 02, 2022 - 2:36 PM

Filing Motion for Discretionary Review of Court of Appeals

Transmittal Information

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IN THE COURT OF APPEALS FOR THE STATE OF WASHINGTON

DONALD B. COOK, Pro Se, Appellant, v. VERIZON COMMUNICATIONS, Respondent.	No. 83706-1-I DIVISION ONE UNPUBLISHED OPINION

PER CURIAM — Donald Cook, proceeding pro se, appeals the trial court's orders granting Cellco Partnership d/b/a Verizon Wireless's (Verizon)[1] motion to compel arbitration and denying his motion for reconsideration. Because Cook fails to demonstrate any error in the orders on review before this court, we affirm.

FACTS

On July 28, 2018, Cook purchased a Samsung Galaxy J7V cellular telephone from Verizon. The purchase agreement executed at the point of sale stated:

> I have read and agree to the Verizon Wireless Customer Agreement and Verizon Privacy Policy, including settlement of dispute by arbitration instead of jury trial, as well as the terms of my plan and any optional services I have agreed to purchase.

[1] According to Verizon, the corporate entity named in the complaint does not exist.

The Verizon Wireless Customer Agreement contains an arbitration agreement that states, in pertinent part:

> How do I resolve disputes with Verizon?
>
> WE HOPE TO MAKE YOU A HAPPY CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH OF US.
>
> YOU AND VERIZON BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY. [. . .] WE ALSO BOTH AGREE THAT:
>
> (1)THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US, OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES, OR FROM OUR EFFORTS TO COLLECT AMOUNTS YOU MAY OWE US FOR SUCH PRODUCTS OR SERVICES, INCLUDING ANY DISPUTES YOU HAVE WITH OUR EMPLOYEES OR AGENTS, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB").

The signature line of the purchase agreement provided that "[b]y signing below I accept the agreements above and authorize payment on my next bill[.]" Cook signed the purchase agreement, which includes the arbitration agreement.

On August 6, 2021, Cook filed a complaint for damages against Verizon alleging claims for (1) breach of contract, (2) breach of the duty of good faith and fair dealing, (3) negligence, (4) fraud, (5) deceptive trade practices, (6) failure to acknowledge pertinent communications, and misinformation and disinformation on the 5G network. The complaint alleged that the Samsung phone he

purchased from Verizon "would not work" and that Verizon withheld the fact that the phone's warranty was administered through its manufacturer. It further alleged that Verizon's 5G network adversely impacts consumer privacy and human health.

On December 7, 2021, Verizon filed a motion to compel arbitration and stay case. Verizon argued, among other things, that the arbitration agreement is valid and that it encompasses Cook's claims for relief. On December 17, 2021, the trial court granted Verizon's motion and ordered Cook to file for arbitration as required by the customer agreement. Cook moved for reconsideration, which the trial court denied. Cook appealed.

DISCUSSION

We review de novo a trial court's decision to grant a motion to compel or deny arbitration. Zuver v. Airtouch Commc'ns, Inc., 153 Wn. 2d 293, 302, 103 P. 3d 753 (2004). Cook, as the party opposing arbitration, bears the burden of showing the arbitration clause is inapplicable or unenforceable. Verbeek Props., LLC v. GreenCo Envtl., Inc., 159 Wn. App. 82, 86-87, 246 P.3d 205 (2010). We review a trial court's denial of a motion for reconsideration for abuse of discretion. Go2Net v. CI Host, Inc., 115 Wn. App. 73, 88, 60 P.3d 1245 (2003).

A pro se litigant must follow the same rules of procedure and substantive law as a licensed attorney. Holder v. City of Vancouver, 136 Wn. App. 104, 106, 147 P.3d 641 (2006). An appellant must provide "argument in support of the issues presented for review, together with citations to legal authority and references to relevant parts of the record." RAP 10.3(a)(6). This court generally

will not consider claims not supported by citation to authority, references to the record, or meaningful analysis. Id.; Cowiche Canyon Conservancy v. Bosley, 118 Wn.2d 801, 809, 828 P.2d 549 (1992); Saunders v. Lloyd's of London, 113 Wn.2d 330, 345, 779 P.2d 249 (1989); Norcon Builders, LLC v. GMP Homes VG, LLC, 161 Wn. App. 474, 486, 254 P.3d 835 (2011) ("We will not consider an inadequately briefed argument.") (quoting Bohn v. Cody, 119 Wn.2d 357, 368, 832 P.2d 71 (1992)).

Cook's opening brief lacks any discussion of issues, arguments, or authority raised by Verizon in the trial court below. He fails to support the majority of his arguments with meaningful legal analysis, pertinent authority, or references to the record. Taken together, these deficiencies are sufficient to preclude review. In any case, Cook demonstrates no basis for relief.

Cook appears to challenge arbitration as inherently unfair. He argues that the trial court's order compelling arbitration places Verizon "in a position where they are above state law and will never be held responsible for violating any of Washington State Laws." But "Washington has a strong public policy favoring arbitration." Canal Station N. Condo. Ass'n v. Ballard Leary Phase II, LP, 179 Wn. App. 289, 297, 322 P.3d 1229 (2013). Contract defenses such as fraud, duress, or unconscionability may apply to invalidate arbitration agreements. Zuver, 153 Wn.2d at 302. However, "[c]ourts must indulge every presumption in favor of arbitration, whether the problem at hand is the construction of the contract language itself or an allegation of waiver, delay, or a like defense to arbitrability." Verbeek Props., 159 Wn. App. at 87.

Here, Cook unquestionably accepted the terms of the customer agreement by signing the purchase agreement at the point of sale. He thereby expressly agreed that "the Federal Arbitration Act applies to this agreement" and that he must arbitrate "any dispute that in any way relates to or arises out of this agreement, or from any equipment, products and services you receive from [Verizon]."

For the first time in his reply brief, Cook argues that the trial court erred in compelling arbitration because his claims are criminal in nature and because the agreement is unconscionable. But "[a]n issue raised and argued for the first time in a reply brief is too late to warrant consideration." Cowiche Canyon, 118 Wn.2d at 809.

Affirmed.

FOR THE COURT: