101948-3

No. 83604-8
(consolidated with 83900-4)

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

CFD FUNDING I, LLC, et al., Plaintiffs,

v.

STANLEY XU and NANLING CHEN, Appellants and Cross-Respondents; LONGWELL PARKRIDGE, LLC, et al., Defendants; and JUDGMENT SERVICES, LLC, as assignee of Sterling Savings Bank, Respondent and Cross-Appellant.

STERLING SAVINGS BANK, Plaintiff,

v.

STANLEY XU and NANLING CHEN, Appellants and Cross-Respondents; LONGWELL PARKRIDGE, LLC, et al., Defendants; and JUDGMENT SERVICES, LLC, as assignee of Sterling Savings Bank, Respondent and Cross-Appellant.

PETITION FOR REVIEW

Ragan L. Powers, WSBA No. 11935
Hugh R. McCullough, WSBA No. 41453

Attorneys for Stanley Xu and Nanling Chen

Davis Wright Tremaine LLP
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610
206-622-3150 (phone)
206-757-7700 (fax)

TABLE OF CONTENTS

Page

I. INTRODUCTION 1

II. IDENTITY OF PETITIONERS 2

III. CITATION TO COURT OF APPEALS DECISION 3

IV. ISSUES PRESENTED FOR REVIEW 3

V. STATEMENT OF THE CASE 4

VI. ARGUMENT 11

VII. CONCLUSION AND CERTIFICATE OF COMPLIANCE 28

CERTIFICATE OF SERVICE

APPENDIX

TABLE OF AUTHORITIES

Page(s)

Cases

Fruehauf Trailer Co. v. Chandler,
67 Wn.2d 704, 409 P.2d 651 (1966) ..... *passim*

Kitsap County Credit Bureau, Inc. v. Richards,
52 Wn.2d 381, 325 P.2d 292 (1958) 13

McChord Credit Union v. Parrish,
61 Wn. App. 8, 809 P.2d 759 (1991) 14

MGIC Financial Corp. v. H.A. Briggs Co.,
24 Wn. App. 1, 600 P.2d 573 (1979) 14

Rekhter v. State, Dep't of Soc. & Health Servs.,
180 Wn.2d 102, 323 P.3d 1036 (2014) 27

Security State Bank v. Burk,
100 Wn. App. 94, 995 P.2d 1272 (2000) 14

Serpanok Constr., Inc. v. Point Ruston, LLC,
19 Wn. App. 2d 237, 495 P.3d 271 (2021) 12

Union Bank, N.A. v. Blanchard,
194 Wn. App. 340, 378 P.3d 191 (2016) 16, 20, 21

Statutes and Other Authorities

RCW 4.22 ..... 26, 27, 28

Restatement (First) of Security § 122 13

Restatement (Third) of Suretyship & Guaranty § 39 ..... 12, 13, 15, 20

I.
INTRODUCTION

The Court should accept review in this case because the decision of the court of appeals cannot be reconciled with other decisions of that court, and of this Court, holding that a guarantor is entitled to credit for value received by the creditor from the principal obligor on account of the underlying obligation.

If the opinion of the court of appeals is allowed to stand, then creditors will routinely be able to collect windfalls from debtors, affecting the public interest. All those creditors will need to do is settle with their principal obligors for some form of non-cash consideration, then sue the guarantors for the full amount of the obligations without giving the guarantors any credit for the value of what they have received. That is because, according to the court of appeals, "even if Sterling [the creditor] released Parkridge [the principal obligor] of the obligation to pay the loan deficiency owing under the promissory note, that

release did not discharge Xu's obligations as guarantor under the separate personal guaranty." App'x 14.

Fortunately, that is not the law in Washington. This Court does not countenance windfalls or double recoveries. When a creditor receives value on account of an obligation in exchange for a release, that creditor must not try to collect the entire amount of the obligation from guarantors. They are entitled to credit for consideration collected by the creditor from whatever source and in whatever form. The Court should accept review to make that clear by reversing the court of appeals in this case.

II.
IDENTITY OF PETITIONERS

Stanley Xu and Nanling Chen petition the Washington Supreme Court to accept review of the decision of the court of appeals terminating review that is designated in Section III of this petition.

III.
CITATION TO COURT OF APPEALS DECISION

This Court should review the opinion of the court of appeals dated April 3, 2023. A copy of the opinion is in the appendix at pages A-1 through A-25.

IV.
ISSUES PRESENTED FOR REVIEW

A creditor is only entitled to one performance, so the guarantors of a debt are discharged from their obligations to the extent of the value of consideration received by the creditor from the principal obligor. In this case, a creditor (Sterling) agreed to dismiss its claims against the principal obligor (Parkridge) in exchange for Parkridge's release of $3,742,339.72 in claims against Sterling. Should Parkridge's guarantors, Stanley Xu and Nanling Chen, be discharged from their obligation to pay a judgment for $676,217.42 to Sterling because Sterling later received $3,742,339.72 in value from Parkridge in exchange for dismissing claims against Parkridge?

V.
STATEMENT OF THE CASE

Parkridge Property, L.L.C. borrowed $18 million from Sterling Savings Bank. CP 178, 187. Stanley Xu arranged for the loan. CP 178. Xu and his wife, Nanling Chen, also guaranteed Parkridge's obligations to Sterling. CP 642. Under that guarantee, Xu and Chen promised to pay "all obligations of the Borrower now or hereafter existing under the Loan Documents" and "all sums for which Borrower is now or hereafter liable to Lender." CP 642. Xu and Chen did not promise that they would pay anything to Sterling if Parkridge owed no obligations to Sterling. CP 642. Nor did they promise Sterling that they would pay more than what Parkridge owed to Sterling. CP 642.

A few months later, Parkridge and one of its members, CFD Funding I, L.L.C., sued Xu, Chen, and Sterling, arguing that the loan was void because Xu lacked authority to bind Parkridge without CFD's consent. CP 1. Sterling then filed

cross-claims against Xu, Chen, and Parkridge for the remaining balance of the loan. CP 108. Sterling argued that Parkridge remained liable as the principal obligor and that Xu and Chen were liable to Sterling under their guarantee. CP 133, 137–38.

The trial court granted summary judgment for Sterling on its claims for breach of guarantee and fraud against Xu and Chen. CP 166. The order awarded Sterling $676,217.42, plus attorneys' fees in an amount to be determined separately. CP 168. There is no evidence that Sterling ever asked the trial court to decide the amount of fees, however, and Sterling's successor does not now claim that this order, or another order, awarded any. *See* CP 243.

The order also did not dispose of the claims by Parkridge against Sterling or by Sterling against Parkridge. CP 166–68. Instead, as Parkridge and Sterling prepared for trial, they stipulated to the entry of judgment on Sterling's counterclaim against Parkridge. CP 170. They agreed, and the court ordered, that if the court "finds in favor of Parkridge on its claim against

Sterling and enters judgment for Parkridge, the Court will dismiss Sterling's counterclaim against Parkridge and Parkridge releases Sterling from any further liability beyond its present title coverage." CP 171.

Parkridge's stipulation delivered significant value to Sterling. It meant that Sterling could never be liable to Parkridge "beyond its present title coverage" no matter the outcome of trial. CP 171. Parkridge's waiver ended up being worth $3,742,339.72 to Sterling because that was the amount of the judgment that the trial court entered in Parkridge's favor after a trial on the merits. CP 219. Sterling never had to pay a penny because, in accordance with its stipulation with Parkridge, Sterling was not liable for anything beyond its title coverage. CP 171. When Parkridge finally received satisfaction on its judgment against Sterling in 2016, the Chicago Title Insurance Company paid, not Sterling. CP 463:2–4.

Chicago Title later tried to seek recompense from Xu and Chen in a separate proceeding. CP 294. The court in that case

dismissed Chicago Title's claims because they were precluded by the outcome of the prior litigation. CP 296. The court did not need to decide—and did not decide—whether Xu and Chen's liability from the prior litigation had been discharged by subsequent events, such the $3,742,339.72 in value received by Sterling under its stipulation with Parkridge. CP 294–96. The order granting summary judgment against Xu and Chen would have a preclusive effect even if it had been paid or otherwise discharged after its entry on April 4, 2014. CP 166.

For years after that date, Sterling appears to have regarded the case against Xu and Chen as closed. In a separate lawsuit against Xu and Chen, Parkridge collected another $5,224,375.35 from them, with fees and interest. CP 225. By contrast, Sterling made no attempt to enforce what its successor now claims to be an active and enforceable judgment against Xu and Chen.

Then, on November 12, 2021, Judgment Services, LLC filed a notice stating that it was the assignee of the trial court's

order granting summary judgment against Xu and Chen. CP 234. A few days later, it filed a motion to "enter a Judgment with a Judgment Summary" because, as Judgment Services confessed, the original order was not styled as a judgment and did not include a judgment summary. CP 237–41.

Judgment Services submitted no evidence that the original order remained enforceable. The assignment from Sterling to Judgment Services was made "without recourse or warranty" and Judgment Services never submitted the associated agreement between them into evidence. CP 230. Judgment Services submitted no declaration—then or later—from anyone with personal knowledge. All of the declarations came from an attorney for Judgment Services, who does not claim to have been involved with the original lawsuit or the proceedings that resulted in the original order. *See* CP 248–96, 474–508, 640–62.

Although Judgment Services claimed that it was asking the court for "merely an administrative act," the proposed

judgment that it submitted would have required the exercise of substantial discretion by the trial court. Judgment Services asked the court to decide that interest had been accruing on the principal balance at 12 percent a year (CP 243) even though the original order said nothing about an award of interest (CP 166–68). Judgment Services also behaved as if Sterling had received nothing of value on account of the obligations that were jointly owed to Sterling by Parkridge (as principal obligor) and Xu and Chen (as Parkridge's guarantors). The proposed judgment submitted by Judgment Services identified the principal judgment amount as $676,214.42 (CP 243) without deducting the $3,742,339.72 in value that Sterling received from Parkridge under their pre-trial stipulation (CP 171, 219).

Xu and Chen filed a timely opposition to Judgment Services belated attempt to enforce the April 4, 2014 order. CP 679. After several rounds of briefing on this and related matters, the court held that Parkridge's obligations to Sterling had been discharged in two ways. CP 835–44.

First, Sterling lost at trial and, pursuant to the pre-trial stipulation, dismissed its claims against Parkridge. CP 842. "[T]he purpose and effect of the dismissal was to effect a release of Sterling Bank's counterclaim in the event Parkridge prevailed on the deed of trust at trial." CP 842:16–17. Xu and Chen's liability to Sterling was derivative of Parkridge's liability to Sterling; they were merely guarantors.

Second, even if Parkridge, Xu, and Chen still owed $676,214.42 to Sterling on April 4, 2014, Sterling received $3,742,339.72 in value from Parkridge on April 16, 2014 as a consequence of Parkridge's agreement to limit its claims to title coverage. CP 841:15–24. "[A] party in Xu's position is entitled to credit for the value received [by] Sterling Bank. Here, Sterling Bank received at the least the value of the Loan Deficiency Claim in its settlement with Parkridge. Xu is therefore entitled to credit for the full amount of the amounts determined they owed in the Summary Judgment Order." CP 842:20–24.

Judgment Services appealed. The court of appeals reversed the superior court and remanded the case to address Judgment Services' motion to determine the applicable post-judgment interest rate. App'x 25. This petition for review follows.

VI.
ARGUMENT

The court of appeals erred when it reversed the superior court's order acknowledging the discharge of an award entered against Xu and Chen. The court of appeals' opinion is irreconcilable with other decisions of the court of appeals and this Court because, as those other decisions universally hold, a creditor is only entitled to one performance.

In this case, after Sterling obtained an order of summary judgment against Xu and Chen—who were only guarantors—Sterling received valuable consideration from the principal obligor in the form of a release of claims worth $3,742,339.72. The superior court properly applied Washington law when it

held that this consideration discharged the judgment against Xu and Chen. The court of appeals went astray when it reversed the superior court.

If allowed to stand, the opinion of the court of appeals will create a conflict with decisions of this Court and other decisions of the court of appeals. It will also affect the public's substantial interest in protecting guarantors. They should not be required to pay more than necessary to make creditors whole.

If a creditor releases its principal obligor in exchange for consideration, then guarantors and other sureties are also released to the extent of "the value of the consideration for the release." Restatement (Third) of Suretyship & Guaranty § 39(c)(i) (Westlaw Mar. 2023 update). The rule is a sensible one, being derived from the general proposition that "a guarantor is discharged from liability 'to the extent the borrower satisfies the underlying obligation. This is because the creditor has the right to only one performance.'" *Serpanok Constr., Inc. v. Point Ruston, LLC*, 19 Wn. App. 2d 237, 250–

51, 495 P.3d 271 (2021), *quoting Revocable Living Tr. of Strand v. Wel-Co Grp. Inc.*, 120 Wn. App. 828, 836–37, 86 P.3d 818 (2004).

Until the court of appeals decided this case, Washington courts agreed with and applied the Restatement's rule. This Court dismissed claims against a guarantor because of that rule in *Kitsap County Credit Bureau, Inc. v. Richards*, 52 Wn.2d 381, 382, 325 P.2d 292 (1958). A creditor sued a guarantor for the balance due on an open account. *Id.* at 381. At trial, a representative of the creditor admitted that it had accepted $100 from the principal obligor to settle the obligations that he owed. *Id*. at 382. "Thus, applying the rule that a creditor's unconditional release of the principal debtor discharges the guarantor, the trial court properly dismissed the appellant's cause." *Id*. In so holding, this Court relied on the Restatement (First) of Security § 122, which is the predecessor to the Restatement (Third) of Suretyship & Guaranty § 39 and articulates substantially the same rule. *Id*.

Likewise, in *MGIC Financial Corp. v. H.A. Briggs Co.*, 24 Wn. App. 1, 7, 600 P.2d 573 (1979), the court of appeals relied on the Restatement's rule to enforce a release. That case involved the owner of property subject to a deed of trust; the creditor tried to foreclose even though the creditor had settled with others and released them from liability. *Id*. at 3. The owner of the property was not a party to the settlement or a beneficiary of the release, but the court of appeals nevertheless held, "Equity requires that the surety, the Davises, likewise be released from the burden of having to forfeit their land to satisfy a debt for which the principal debtor already has been released." *Id*. at 7.

Finally, in two cases—*Security State Bank v. Burk*, 100 Wn. App. 94, 101–02, 995 P.2d 1272 (2000), and *McChord Credit Union v. Parrish*, 61 Wn. App. 8, 15, 809 P.2d 759 (1991)—the court of appeals held that a guarantor was entitled to insist on a reduction in the amount owed equal to the proceeds of the creditor's liquidation of its collateral,

notwithstanding waivers of suretyship defenses found in the text of the guarantees.

A guarantor is entitled to credit against his obligation to the principal obligor equal to the value of the consideration given for a release, whether that consideration consists of cash or other value.

> Even when the consideration for the release is not in the same form as the underlying obligation, it would reduce the obligee's claim against the principal obligor to the same extent and, therefore, should also be treated as partial performance. Partial performance by the principal obligor discharges the secondary obligor to the extent of that performance. See § 1. Therefore, the secondary obligor is discharged to the extent of the value of any consideration for the release.

Restatement (Third) of Suretyship & Guaranty § 39 cmt. e. Here, however, the court of appeals did not apply the Restatement when it decided that "even if Sterling released Parkridge of the obligation to pay the loan deficiency owing under the promissory note, that release did not discharge Xu's

obligations as a guarantor under the separate personal guaranty." App'x 14.

The court of appeals first cited *Union Bank, N.A. v. Blanchard*, 194 Wn. App. 340, 378 P.3d 191 (2016), for the proposition that guarantees are enforced in accordance with their terms. That is true so far as it goes; but *Blanchard* is of little help in this situation because it did not involve a release of the principal obligor or the application of value given in exchange for that release. It also did not cite to or discuss the Restatement.

The court of appeals then cited *Fruehauf Trailer Co. v. Chandler*, 67 Wn.2d 704, 409 P.2d 651 (1966), which it characterized as upholding "a provision in a guaranty in which the guarantor waived the right to argue that a discharge or release of the principal obligor constituted a discharge or release of the guarantor." App'x 14–15. *Fruehauf* is not so easily categorized.

Fruehauf involved a strange hybrid between a guarantee and a direct promise. The instrument was not, as in this case, a straightforward guarantee of the payment of a debt. Instead, the guarantors promised that they would pay a penalty equal to 10 percent of the unpaid balance on a conditional sales contract. *Id.* at 710. When the principal obligor defaulted, the creditor repossessed the goods, then sued the guarantors by contending that "the instrument of guaranty was an independent agreement to pay 10 per cent of the total contract price due to it at the time of default." *Id.* at 707.

This Court applied the rule "that repossession and discharge of the original obligation is not a defense available to a third person who has expressly guaranteed to pay the creditor a fixed or determinable amount in the event of loss." *Id.* at 709. This Court did not repudiate the Restatement or its prior cases relying on the Restatement because the Restatement only applies to guarantees, not to independent undertakings to pay a

sum certain notwithstanding the discharge of the underlying debt.

The court of appeals' reading of *Fruehauf* is far too broad. If read as the court of appeals has, then creditors would routinely collect windfalls because of boilerplate in their guarantees. They could settle with principal obligors, accept non-cash consideration in exchange for a release, and then sue guarantors for the full amount of the debt as long as they include "a provision in a guaranty in which the guarantor waived the right to argue that a discharge or release of the principal debtor constituted a discharge or release of the guarantor." App'x 15.

Even if *Fruehauf* really does mean that creditors may release principal obligors and then sue guarantors for the same debt, the principal obligor still must give credit for the value of the consideration given in exchange for the release. This Court in *Fruehauf* reversed with instructions to the trial court to determine "the unpaid balance" of the obligation, and to enter

judgment accordingly. *Id*. at 710. The creditor was not awarded a windfall in excess of the sum payable, as Judgment Services is seeking here.

Neither Washington law nor the guarantee between Xu and Chen gives Judgment Services the right to such a windfall. Its predecessor, Sterling, freely dismissed its claims against Parkridge (the principal obligor) in exchange for $3,742,339.72 of value. The court of appeals correctly assumed that this was tantamount to a release of the primary obligor. App'x 14.

Under the Restatement and Washington authorities citing it, the court of appeals should then have credited Xu and Chen with the value of the consideration received by Sterling in exchange for the release. By dismissing its claims against Parkridge, Sterling received a release that limited Parkridge's claims to title coverage. That release was worth $3,742,339.72 to Sterling because that is what Parkridge won in the ensuing trial. The value of that consideration was more than sufficient to

satisfy the remaining obligation owed to Sterling, which was only $676,217.42.

The court of appeals refused to give Xu and Chen any credit for the consideration received by Sterling from Parkridge, as it was required to do under section 39(c) of the Restatement. The reasons offered by the court of appeals are not consistent with this Court's precedents and other applicable law.

The court of appeals argued that Xu and Chen waived their suretyship defenses in the guarantee, citing *Fruehauf* and *Blanchard*. *Fruehauf* does not support such a result. Xu and Chen's guarantee did not require the payment of a specified amount even if Parkridge was released from liability. Xu and Chen only promised to pay "all obligations of the Borrower now or hereafter existing under the Loan Documents" and "all sums for which Borrower is now or hereafter liable to Lender." CP 642. That is different from *Fruehauf*, in which the creditor sought to enforce an independent agreement to pay a penalty rather than a straightforward guarantee of outstanding debts. 67

Wn.2d at 706. Moreover, the Court in *Fruehauf* remanded with instructions to determine the "unpaid balance," which necessarily implies a determination of the value that should have been credited against the obligation. *Id.* at 710.

Blanchard also does not support the court of appeals. That case says that suretyship waivers are generally enforceable, but it also says that guarantees should be enforced in accordance with their terms. 194 Wn. App. at 351–52. Xu and Chen only promised that they would pay what Parkridge actually owed. CP 642. They did not promise to pay more, or to pay amounts that Parkridge once owed but owes no longer. And Parkridge does not now owe any obligations to Sterling or its successor, Judgment Services, and is not liable for any sums, because Sterling chose to dismiss its claims against Parkridge in exchange for consideration that ended up being worth $3,742,339.72.

The court of appeals takes issue with this, asserting that it could find "no basis in the record for attributing any value to

this provision of the stipulated judgment." App'x 20. The superior court did not abuse its discretion when it found otherwise. At the end of the trial between Parkridge and Sterling, the trial court entered a money judgment for Parkridge and against Sterling in the amount of $3,742,339.72. CP 219. If not for Parkridge's release, Sterling would have been immediately responsible for paying the full amount owed, and to enforce that obligation, Parkridge could have executed on Sterling's assets. Because of the stipulated judgment, however, Parkridge released Sterling "from any further liability beyond its present title coverage." CP 171. This was a valuable boon to Sterling, and the best evidence of this is Sterling's decision to surrender its counterclaim against Parkridge in exchange. CP 171.

Sterling, at least, behaved as if its claims against Xu and Chen had been discharged, and this is further evidence of the effect of Sterling's release. The order on summary judgment against Xu and Chen (CP 166–68) was not incorporated into the

final judgment entered in the case (CP 218–21). Sterling did not bother to ask the court to add a judgment summary or have the order entered on the clerk's judgment roll, as would have been required for Sterling to enforce it. CP 239:1–6. No one tried to enforce the order against Xu and Chen for more than seven years. Judgment Services submitted no declaration from anyone with personal knowledge stating, in sum or substance, that Sterling believed that it retained rights against Xu and Chen. As the superior court correctly reasoned, reading this history as reflecting a discharge of Sterling's claims against Xu and Chen is "consistent with the action of the parties at the time, which is that nobody made any attempt to try and enforce this. And so it's pretty clear that that was what in fact the parties understood the effect of this agreement to be." RP 17:24–18:3 (Feb. 25, 2022).

The court of appeals also seems to have assumed that the burden is on Xu and Chen to produce evidence that they were discharged by the $3,742,339.72 in value received from

Parkridge by Sterling. The Restatement says otherwise. If a creditor releases the primary obligor, the guarantors are released also unless "the terms of the release effect a preservation of the secondary obligor's recourse" or "the language or circumstances of the release otherwise show the obligee's intent to retain its claim" against the guarantor. Restatement (Third) of Suretyship & Guaranty § 39(b). When Sterling agreed to dismiss its claims against Parkridge, the terms of the release said nothing about preserving claims against Xu and Chen. CP 171. Nor do the circumstances suggest that Sterling believed it had preserved any claim against Xu and Chen; the final judgment did not incorporate claims against Xu and Chen (CP 218–21), and Sterling took no step to collect for more than seven years. Judgment Services submitted no direct evidence of Sterling's intentions, such as a declaration from anyone with personal knowledge. The assignment from Sterling to Judgment Services includes no representations or warranties from Sterling that the award remained enforceable. CP 230.

The court of appeals argues that Xu and Chen's liability could not have been discharged by Sterling's subsequent receipt of valuable consideration from Parkridge. App'x 20. That cannot be right because it implies that a creditor could collect more than it was owed just by suing obligors in separate actions and taking separate judgments. Creditors could multiply their recoveries because, according to the court of appeals, each judgment stands alone and no credit will be given to one judgment for payments made on another, even if the underlying debt is a joint and several obligation. The court of appeals cites no authority for this extraordinary proposition.

Finally, the court of appeals states that even if the law of suretyship gave relief to Xu and Chen to the extent of the value of the consideration received by Sterling in exchange for its release of Parkridge, then Sterling should still be able to enforce its claims against Xu and Chen because it sued them for fraud, not just on their guarantee. App'x 20. The order granting summary judgment against Xu and Chen did not distinguish

between amounts owed on the guarantee and amounts owed in tort. It is not possible to reduce the amount owed under the guarantee while leaving unimpaired amounts owed in tort because they are one and the same. They arise from the same nexus of facts. The guarantee acknowledges this because it states that Xu and Chen will guarantee Sterling against loss caused by fraud. CP 642. Sterling's losses from fraud are identical to its losses under the guarantee.

The principles governing tort claims and related releases are, in any event, the same as those applied by the Restatement. When Sterling gave Parkridge a release, Sterling's claim "against other persons is reduced by the amount paid pursuant to the agreement unless the amount paid was unreasonable at the time of the agreement in which case the claim shall be reduced by an amount determined by the court to be reasonable." RCW 4.22.060(2). Sterling received $3,742,339.72 in value from Parkridge in exchange for dismissal of Sterling's claims, and so Sterling's claim against Xu and Chen must be

reduced by that amount. That was the superior court's conclusion, and it was right.

The court of appeals thought otherwise. It argues that this statute does not apply to intentional torts. But RCW 4.22 applies to actions "based on fault seeking to recover damages for injury or death to person or harm to property," and "fault" is defined as including acts or omissions "that are in any measure negligent or reckless toward the person or property of the actor or others." RCW 4.22.005 & 015. Sterling certainly believed that Xu and Parkridge's actions were negligent or reckless—it said so in its complaint. CP 136–37. The fact that Sterling only moved for summary judgment on its contract and fraud claims does not change its characterization of Xu's actions. Sterling's successor, Judgment Services, may not now disavow its earlier statements for its convenience.

RCW 4.22.060 is just an expression of Washington's general distaste for allowing a litigant to secure a double recovery. *See Rekhter v. State, Dep't of Soc. & Health Servs.*,

180 Wn.2d 102, 121, 323 P.3d 1036 (2014) ("Washington courts have consistently implemented rules designed to prevent double recoveries."). Even if RCW 4.22.060 does not apply, the outcome should be the same as if it did apply because creditors should not receive a windfall from guarantors. The court of appeals decided that Sterling did not recover more than it was owed, but the court of appeals could reasonably have done so only by attributing no value to the release that Sterling received from Parkridge. The trial court did not abuse its discretion by finding that Sterling received value for dismissing its claims against Parkridge. The court of appeals should therefore have affirmed the trial court.

VII.
CONCLUSION AND CERTIFICATE OF COMPLIANCE

For the foregoing reasons, the Washington Supreme Court should accept review of the court of appeals' opinion

dated April 3, 2023, then reverse the court of appeals and reinstate the decisions of the superior court.

The undersigned attorneys for Xu and Chen certify that this petition contains 4,645 words, exclusive of words contained in the appendix, the title sheet, the table of contents, the table of authorities, the certificate of compliance, the certificate of service, signature blocks, and pictorial images.

SUBMITTED this 2nd day of May, 2023.

Davis Wright Tremaine LLP
Attorneys for Stanley Xu
and Nanling Chen

By /s/ Hugh R. McCullough
Ragan L. Powers,
WSBA No. 11935
Hugh R. McCullough,
WSBA No. 41453

920 Fifth Avenue, Suite 3300
Seattle, Washington 98104-1610
206-622-3150 (phone)
206-757-7700 (fax)

CERTIFICATE OF SERVICE

I certify that I caused the document to which this certificate is attached to be delivered to the following as indicated:

John A. McIntosh Schweet Linde & Coulson 575 S. Michigan St. Seattle, WA 98108-3316 Attorneys for Respondent Judgment Services, LLC	☐ Messenger ☐ U.S. Mail, postage prepaid ☑ Overnight Courier ☐ Fax ☑ E-Mail ☑ Appellate Court E-Filing

Executed in Seattle, Washington this 2nd day of May, 2023.

/s/ Hugh McCullough
Hugh McCullough

APPENDIX

Opinion of the Court of Appeals of the State of Washington, Division One, in *CFD Funding I, LLC v. Xu*, Case Nos. 83604-8 and 83900-4 (April 3, 2023)..... A-1

Title 4, Chapter 22, of the Revised Code of Washington..... A-26

FILED
4/3/2023
Court of Appeals
Division I
State of Washington

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

CFD FUNDING I, LLC, a Washington limited liability company, on its own behalf and on behalf of PARKRIDGE PROPERTY, LLC, a Washington limited liability company,

Plaintiffs,

v.

STANLEY XU and NANLING CHEN, husband and wife and the marital community comprised thereof,

Appellants/Cross-Respondents

LONGWELL PARKRIDGE, LLC, a Washington limited liability company; BRITTANY PARK APARTMENTS, L.L.C., a Washington limited liability company; and STERLING SAVINGS BANK, a Washington banking corporation,

Defendants,

JUDGMENT SERVICES, LLC, as assignee of STERLING SAVINGS BANK,

Respondent/Cross-Appellant.

No. 83604-8-I
(consolidated with No. 83900-4-I)

DIVISION ONE

UNPUBLISHED OPINION

STERLING SAVINGS BANK,

Plaintiff,

v.

STANLEY XU and NANLING CHEN, husband and wife and the marital community comprised thereof,

Appellants/Cross-Respondents,

LONGWELL PARKRIDGE, LLC, a Washington limited liability company; and PARKRIDGE PROPERTY, LLC, a Washington limited liability company,

Defendants,

JUDGMENT SERVICES, LLC, as assignee of STERLING SAVINGS BANK,

Respondent/Cross-Appellant

ANDRUS, J.P.T. — Judgment Services, LLC, as judgment assignee of Sterling Savings Bank, appeals a superior court order discharging judgment debtors Stanley Xu and Nanling Chen (collectively Xu) from a 2014 summary judgment order finding them liable for $676,217.42 based on their fraud and breach of a personal guaranty. Xu cross appeals an order permitting Judgment Services to amend the summary judgment order to add a judgment summary as required under RCW 4.64.030. We reverse the order discharging Xu from liability on the underlying debt and affirm the court's order permitting Judgment Services to add

a judgment summary. Because Xu is no longer the prevailing party, we also reverse the order awarding Xu attorney fees.

FACTS

CFD-Parkridge, LLC, owned by Charles Diesing, owned a 249-unit apartment complex in Everett, Washington. Xu approached Diesing about purchasing the property and the parties agreed on a purchase price. To finance the purchase, Xu arranged for a $14.95 million loan from GE Capital and Diesing agreed to provide $6 million in financing. Xu and Diesing agreed to form Parkridge Property LLC and that, in exchange for Diesing's $6 million capital contribution, Diesing would receive a 75 percent interest in Parkridge. Xu and Diesing also agreed that Diesing would receive a specified return on his investment and that, after three years, Parkridge would redeem Diesing's membership interest.

Diesing formed CFD Funding 1, LLC (CFD) to hold his interest in Parkridge. Xu formed Longwell Parkridge LLC (Longwell) to hold his interest in the property. Parkridge's operating agreement required Xu to obtain CFD's written consent prior to borrowing money or granting any lien on the property. Despite this restriction, in 2011, Xu obtained an $18 million loan from Sterling Savings Bank on Parkridge's behalf without the knowledge or consent of Diesing or CFD. Xu provided Sterling with a forged operating agreement falsely identifying Xu as Parkridge's only member. Sterling funded the $18 million loan, using $15 million of the loan proceeds to pay off the GE loan and depositing the remaining loan proceeds of $2.76 million directly into Xu's personal bank account. Xu executed the loan documents and a deed of trust without CFD's knowledge or consent.

Xu personally guaranteed the loan. Under the continuing guaranty, Xu promised to pay all obligations of Parkridge under the note and deed of trust:

> Guarantor hereby unconditionally, absolutely, and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise of all obligations of the Borrower now or hereafter existing under the Loan Documents, whether for principal, interest, fees, expenses or otherwise.

Xu also guaranteed payment of "all fees and other collection costs . . . reasonably incurred by Lender" in any legal proceeding. Xu also agreed to waive

> (a) any defense based upon any legal disability or other defense of Borrower, any other guarantor or other person, or by reason of the cessation or limitation of the liability of Borrower from any cause other than full payment of all sums payable under the Note or any of the other Loan Documents;
>
> (b) any defense based upon any lack of authority of the officers, directors, members, partners or agents acting or purporting to act on behalf of Borrower or any principal of Borrower or any defect in the formation of Borrower or any principal of Borrower.

Xu further agreed that his obligation to pay was "independent of the obligations of the Borrower under the Note, Deed of Trust and the other Loan Documents." The guaranty concluded with the following provision, in capital letters:

> GUARANTOR UNDERSTANDS AND AGREES THAT (1) THE OBLIGATIONS UNDER THIS AGREEMENT ARE SEPARATE AND INDEPENDENT FROM BORROWER, ANY OTHER GUARANTOR, OR ANY OTHER PERSON, AND REPRESENT AN UNCONDITIONAL, ABSOLUTE, AND IRREVOCABLE OBLIGATION ON THE PART OF GUARANTOR TO PAY THE FULL AMOUNT OF THE INDEBTEDNESS WHEN DUE, (2) LENDER DOES NOT HAVE TO PURSUE THE BORROWER, ANY OTHER GUARANTOR, OR ANY OTHER PERSON, OR FORECLOSE OR REALIZE ON ALL OR ANY PORTION OF THE COLLATERAL, OR PURSUE ANY OTHER REMEDIES BEFORE DEMANDING FULL PAYMENT FROM GUARANTOR, AND (3) GUARANTOR SHALL REMAIN FULLY LIABLE UNDER THIS AGREEMENT *EVEN IF* THE COLLATERAL IS IMPAIRED OR DISCHARGED OR *THE BORROWER, ANY OTHER GUARANTOR, OR ANY OTHER*

> *PERSON IS DISCHARGED OR OTHERWISE RELIEVED OF LIABILITY UNDER THE LOAN DOCUMENTS*.

(Emphasis added.)

When CFD discovered the loan, it filed a lawsuit as a derivative action on Parkridge's behalf against Xu, alleging breach of contract, breach of fiduciary duty, conversion, restitution, and breach of a personal guaranty (the Parkridge Lawsuit). Among other things, CFD asserted that Xu did not have the authority to cause Parkridge to borrow the $18 million from Sterling. In the same lawsuit, CFD brought a quiet title action against Sterling on behalf of Parkridge to invalidate the deed of trust and eliminate Sterling's claim against the property for any amount in excess of the sum Sterling paid to satisfy the GE loan. CFD also sought the appointment of a receiver to take over management of Parkridge's business.

In August 2011, the court granted CFD's motion to appoint a receiver. In December 2011, the court granted CFD's motion for summary judgment on liability against Xu and Longwell and these two parties subsequently settled their dispute. Xu and Longwell agreed to pay CFD $11.1 million to redeem CFD's interest in Parkridge.[1] No part of this settlement amount related to Parkridge's claim against Sterling or Sterling's claims against Parkridge or Xu.

In June 2012, the receiver, then in charge of managing Parkridge's assets, arranged to sell the property. CFD and Sterling agreed that it was in the parties' best interests to sell the property, but disputed which entity had priority over the proceeds of this sale. These parties agreed that the first $15 million in sales

[1] In November 2012, CFD obtained a confession of judgment against Xu in the amount of $5.2 million. CFD filed a satisfaction of judgment on March 9, 2017.

proceeds should be paid to Sterling under the doctrine of equitable subrogation to reimburse the bank for paying off the loan to Parkridge's prior lender, GE. These parties further agreed that the remaining sale proceeds—approximately $2.7 million—would also be distributed to Sterling, but without prejudice to the parties' right to assert claims and defenses as to which party had priority to the proceeds in excess of the GE loan payoff amount. Both CFD and Sterling continued to claim priority to the remaining sale proceeds of $2.7 million.

In October 2013, Xu and Longwell consented to CFD being appointed under RCW 25.15.295 as the sole entity authorized to wind up Parkridge's affairs. CFD authorized Parkridge to pursue claims against Sterling in its own name. The court then dismissed CFD as the named plaintiff and permitted Parkridge to bring the lawsuit in its own name. Parkridge asserted a claim for damages against Sterling in the amount of "at least $3 million."

In January 2014, Sterling filed cross-claims against Xu for fraud and negligent misrepresentation and a counterclaim against Parkridge for breach of contract. It also sought to recover under the personal guaranty that Xu had signed. Sterling alleged that both Parkridge and Xu were separately liable for the outstanding loan deficiency amount, plus interest, costs, and attorney fees.

A month later, Sterling sought summary judgment against Xu for breach of the guaranty and fraud. It contended that the $17.7 million in sale proceeds was insufficient to repay its loan in full and that it was entitled to judgment for the loan deficiency amount against Xu. Sterling presented evidence that, after the sale of the apartment building for $17.7 million, there remained outstanding loan balance

of $676,217.42, representing principal and interest of $595,428[2]—the remaining amount owed under the loan—and another $80,789.40 for attorney fees and costs.

On April 4, 2014, the trial court granted Sterling's motion and entered an order for summary judgment against Xu for $676,217.42. The court found that Xu had made material and false representations to Sterling, inducing it to loan $18 million to Parkridge. It further found that Xu had executed a continuing guaranty, promising to pay Sterling all amounts owing under the Parkridge loan. It ruled:

> ORDERED, ADJUDGED AND DECREED, that Sterling Bank's Motion for Summary Judgment against Stanley Xu and Nanling Chen for breach of guaranty and fraud is GRANTED and Sterling Bank is granted judgment against Stanley Xu and Nanling Chen, jointly and severally, in the amount of $676,217.42, plus attorney fees if supported per lodestar.

On April 16, 2014, after the court entered this order, but before trial on the remaining claims and counterclaims between Parkridge and Sterling, these two parties submitted a "stipulated judgment" for the court's approval. Under this stipulation, Parkridge and Sterling agreed to entry of judgment on Sterling's counterclaim against Parkridge if certain events came to pass at trial. First, they agreed that if Parkridge prevailed on its claim against Sterling, "the Court should also dismiss Sterling's counterclaim against Parkridge and Parkridge releases Sterling from any further liability beyond its present title coverage." Second, they agreed that if Parkridge did not prevail against Sterling and the court did not enter judgment for Parkridge on its claim, "the Court should enter judgment in Sterling's favor on its counterclaim against Parkridge" in the amount of $595,428.02, with

[2] The deficiency sought on summary judgment included the principal balance of $285,979.16, plus late fees and a prepayment penalty of $176,523.87.

costs and fees of $132,116.90. The stipulation, however, was not binding on Sterling "unless findings [] or a verdict, and a judgment are entered after conclusion of a trial." This stipulation did not reference Sterling's pre-existing summary judgment against Xu for the loan deficiency amount.

On June 6, 2014, after a six-day bench trial, at which Xu appeared through counsel, the trial court entered findings of fact and conclusions of law in favor of Parkridge. First, the court held that because Sterling paid GE Capital $15 million, it was entitled to an equitable lien on the property equal to that amount. But it found Sterling failed to make reasonable inquiry into Parkridge's ownership structure and Xu's authority to enter into the loan before funding the loan and that Sterling was not a "bona fide encumbrancer." As a result of this finding, the court invalidated Sterling's deed of trust.

Second, it concluded that Parkridge was entitled to recover its damages, valued as the disputed $2.7 million in proceeds from the receiver sale.[3] On July 31, 2014, the court entered judgment in Parkridge's favor for $2.7 million, plus attorney fees, costs, and prejudgment interest, totaling $3.7 million.

Sterling took no steps to have the April 4, 2014 summary judgment order against Xu entered as a final judgment with a judgment summary, as is required by RCW 4.64.030.

[3] Sterling appealed this judgment, but argued only that the trial court erred in denying Sterling's request for a $1 million offset for settlement proceeds Parkridge received as a result of a malpractice claim against the attorney who drafted an opinion letter to Sterling on behalf of Parkridge. This court affirmed the trial court's ruling that Sterling was not entitled to this offset. *Sterling Sav. Bank v. Xu*, No. 72149-6-I slip op. at 11-12 (Wash. Ct. App. Sept. 28, 2015) (unpublished) https://www.courts.wa.gov/opinions/pdf/721496.pdf.

On July 19, 2016, Parkridge filed a full satisfaction of judgment in Sterling's favor, indicating that Sterling had paid in full the judgment in the Parkridge Lawsuit on May 13, 2016.

At the same time, Chicago Title Insurance Company initiated a lawsuit against Xu to recover the $4.6 million in proceeds it had paid to Parkridge on Sterling's behalf, alleging the same claims that Sterling had asserted in its earlier crossclaims (Chicago Title Lawsuit). It alleged that the judgment Sterling had obtained against Xu in the Parkridge Lawsuit was "interlocutory and not final." Xu moved to dismiss the Chicago Title Lawsuit, arguing that, because the April 4, 2014 summary judgment order against Xu for the loan deficiency amount was a final judgment on the merits as to the dispute between Sterling and Xu, and Chicago Title had a concurrence of identity to Sterling, Chicago Title was barred from bringing new claims against Xu.

On August 15, 2016, the trial court agreed with Xu and dismissed Chicago Title's complaint. The court specifically ruled that Sterling's April 4, 2014 summary judgment against Xu became final after the trial court entered a final judgment against Sterling in July 2014.

Sterling made no other effort to collect on its April 4, 2014 summary judgment against Xu. Instead, on November 9, 2020, Sterling assigned its rights under the judgment to GSUHC Recovery Fund, LLC. A year later, on November 10, 2021, GSUHC Recovery Fund, LLC assigned the judgment to Judgment Services, LLC.

On November 16, 2021, Judgment Services filed a motion in the Parkridge Lawsuit, asking the court to reduce Sterling's April 4, 2014 summary judgment against Xu "to a monetary judgment with a judgment summary" pursuant to RCW 4.64.030(2)(a). Judgment Services also requested that post-judgment interest be included in the judgment summary. A court commissioner granted Judgment Services' motion on December 1, 2021, and awarded Judgment Services post-judgment interest in the amount of $617,217.42.

Xu filed a motion to revise the commissioner's order, arguing that the motion was untimely under CR 54(e) and that any order imposing post-judgment interest constituted an impermissible judicial amendment to an order and was time-barred under CR 60(b)(1). On January 5, 2022, the trial court granted Xu's motion in part, vacating the award of post-judgment interest and ruling that it would determine the applicable interest rate "upon a separate motion and hearing." It otherwise affirmed the validity of the April 4, 2014 summary judgment and entered a "Revised Judgment with Judgment Summary" for the original principal amount of $676,217.42.

On January 18, 2022, Xu appealed the Revised Judgment and Judgment Summary to this court. The next month, Xu filed a motion under CR 60(b) to have the April 4, 2014 summary judgment deemed fully satisfied and discharged based on the April 14, 2014 stipulated judgment that Parkridge and Sterling had agreed to in advance of their June 2014 trial.

On February 25, 2022, the trial court granted Xu's motion to discharge Sterling's judgment against Xu based on what it described as "largely undisputed"

facts. Relevant to this appeal, the trial court concluded that the April 14, 2014 stipulated judgment between Parkridge and Sterling constituted a release of Sterling's counterclaim against Parkridge, that Sterling "received at the least the value of the Loan Deficiency Claim in its settlement with Parkridge," and that Xu was entitled to a credit for the full amount Xu owed in the summary judgment order. It further held that Xu was entitled to relief under CR 60(b)(11), "to avoid a double recovery." It determined that "any liability of Xu [for the] Summary Judgment Order was satisfied, released, and discharged."[4]

Xu subsequently filed a petition for attorney fees of $161,550.00, arguing that paragraph 10 of the guaranty entitled him to recover the fees he incurred in defending Judgment Services' motions. The trial court granted the motion without entering any findings of fact or conclusions of law as to the basis for concluding Xu was legally entitled to this award, or supporting the reasonableness of the amount awarded.

Judgment Services appeals the order discharging the April 4, 2014, summary judgment and the order granting Xu's fee petition. Xu also appeals the trial court's authorization to amend the judgment to include a judgment summary. This court consolidated the two appeals.

[4] The trial court further ruled that Judgment Services' motion for post-judgment interest was moot.

ANALYSIS

Discharge or Release of the April 4, 2014 Judgment

Judgment Services contends the trial court erred in concluding that the April 14, 2014 stipulated judgment between Parkridge and Sterling constitutes a discharge of Xu's liability under the April 4, 2014 summary judgment. We agree.

CR 60(b) allows the trial court to relieve a party from a final judgment where:

> (6) The judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; [or]
>
> . . . .
>
> (11) Any other reason justifying relief from the operation of the judgment.

We review a trial court's CR 60(b) ruling for abuse of discretion. *Winter v. Dep't of Soc. and Health Servs.*, 12 Wn. App. 2d 815, 829, 460 P.3d 667 (2020). A court abuses its discretion if its decision is based on unsupported facts, applies the wrong legal standard, or bases a ruling on an erroneous view of the law. *Gildon v. Simon Prop. Grp., Inc.*, 158 Wn.2d 483, 494, 145 P.3d 1196 (2006). When a trial court's CR 60(b) decision is based on findings of fact, we review those findings for substantial evidence. *Dalton v. State*, 130 Wn. App. 653, 664, 124 P.3d 305 (2005).

Judgment Services first argues that the trial court erred in finding that Sterling received value for a settlement with Parkridge sufficient to cover any loan deficiency. We agree the record does not support the trial court's finding.

It is undisputed that Xu guaranteed payment of the entire loan—including interest, fees, and attorney fees incurred in collection. At the time Sterling obtained its April 4, 2014 summary judgment against Xu, the total amount of the debt, plus accrued fees and penalties, exceeded the $17.7 million that Sterling recovered after the receiver sold the property. As Kristina Robbins, Lending Operations Executive with Sterling, testified,

> 3. Sterling Bank has sustained a loss on the loan. The total amount owing on the loan is $595,428.02, plus attorneys' fees and costs in the amount of $80,789.40 detailed below.
>
> 4. The principal balance owing on the Loan is $285,979.16. As of January 14, 2014, there was $122,952.49 in interest owing. Interest continues to accrue daily at a rate of $40.9109076 per day. There is $9,828.50 in late charge[s] owing on the Loan. There is also owing under the Loan, $144.00 in fees and a prepayment penalty of $176,523.87.
>
> 5. As of January 31, 2014, Sterling Bank has paid attorney fees and legal costs in the amount of $80,789.40 in connection with enforcing and collecting the amounts owed under the Loan and pursuant to the Guaranty from Mr. Xu and Mrs. Chen.

Although Sterling attempted to recover this same sum from Parkridge under its promissory note with the company, it never recovered the loan deficiency from Parkridge because the court invalidated the promissory note and deed of trust based on Sterling's failure to discover Xu's fraudulent conduct. Sterling did not recover the loan deficiency from the proceeds of the receiver's sale. Nor did Sterling recover the loan deficiency from Xu. There is no factual basis in this record from which to conclude that enforcement of the summary judgment against Xu would cause a "double recovery."

Xu alternatively argues that he cannot be liable under the guaranty because Sterling released Parkridge from that obligation and this release discharges him from any further responsibility for the debt. Judgment Services contends the stipulated judgment, in which Sterling relinquished its claim for a deficiency judgment against Parkridge if Parkridge prevailed in invalidating the promissory note, did not constitute a release.

We question whether, by signing the stipulated judgment, Sterling actually intended to release Parkridge from liability for the loan deficiency, or if it merely intended to acknowledge that if it lost its right to enforce the promissory note and deed of trust at trial, it would be precluded as a matter of law from recovering the loan deficiency from Parkridge. But we need not resolve this issue because even if Sterling released Parkridge of the obligation to pay the loan deficiency owing under the promissory note, that release did not discharge Xu's obligations as guarantor under the separate personal guaranty.

Under *Union Bank, N.A. v. Blanchard*, 194 Wn. App. 340, 352, 378 P.3d 191 (2016), a personal guaranty is independent of the promissory note and is governed by its own terms. "Where a guarantor freely and voluntarily guarantees the payment of another, and the creditor relies to its detriment on this guaranty, the law generally requires the guaranty to be enforced." *Id.* at 352 (quoting *In re Spokane Concrete Prods., Inc.*, 126 Wn.2d 269, 278, 892 P.2d 98 (1995)). Absolute and unconditional guarantees are enforceable, as are provisions within a guaranty waiving claims or defenses. *Id.* In *Freuhauf Trailer Co. of Canada, Ltd. v. Chandler*, 67 Wn.2d 704, 709, 409 P.2d 651 (1966), our Supreme Court upheld

a provision in a guaranty in which the guarantor waived the right to argue that a discharge or release of the principal debtor constituted a discharge or release of the guarantor.

Xu signed a guaranty in which he waived the right to claim that his obligation to pay Sterling was discharged by operation of law when a trial court invalidated the underlying promissory note. Xu unequivocally agreed that he would remain liable to repay the debt in full, even if Parkridge was discharged or relieved of liability under the note and deed of trust. This waiver is valid.

Xu, acknowledging the validity of the waiver in the guaranty, nevertheless argues that he is entitled to an offset equal to the "value" Sterling received from Parkridge in the stipulated judgment under either RCW 4.22.060 or the Restatement (Third) of Suretyship and Guaranty § 39(c). The trial court agreed with this argument below. We do not.

Under RCW 4.22.060,

> (2) *A release*, covenant not to sue, covenant not to enforce judgment, or similar agreement *entered into by a claimant and a person liable discharges that person from all liability for contribution*, but it does not discharge any other persons liable upon the same claim unless it so provides. However, *the claim of the releasing person against other persons is reduced by the amount paid pursuant to the agreement unless the amount paid was unreasonable* at the time of the agreement in which case the claim shall be reduced by an amount determined by the court to be reasonable.

(Emphasis added.) Xu contends that, under this provision of Washington's Tort Reform Act, he is entitled to a reduction of the amount of money he owes Sterling equal to the amount Parkridge paid Sterling in exchange for a release of liability.

There are several problems with this argument. First, in order for RCW 4.22.060(2) to apply here, Sterling would have had to assert a claim for negligence against both Xu and Parkridge for which they were jointly liable because the statute creates a right of contribution between *joint tortfeasors*. *Villas at Harbour Pointe Owners Ass'n v. Mutual of Enumclaw*, 137 Wn. App. 751, 758, 154 P.3d 950 (2007). The act does not apply to claims for fraud. *See Porter v. Kirkendoll*, 194 Wn.2d 194, 205, 449 P.3d 627 (2019) (tort reform act does not provide a right of contribution for intentional torts, citing RCW 4.22.015, which omits intentional torts from the definition of fault for the purposes of the tort reform act). Sterling obtained a judgment against Xu for fraud, not for a claim arising out of negligence. The statute does not give Xu a right of contribution against Parkridge for his own fraud.

Second, while Sterling initially asserted a claim of negligent misrepresentation against both Xu and Parkridge, its theory of liability against Parkridge was premised on Xu's actions as the alleged agent of Parkridge. It is clear from Sterling's pleadings that it based the negligent misrepresentation claim on Xu's statement that his limited liability company, Longwell, was the sole member of Parkridge and was fully authorized to enter into loans on behalf of Parkridge. Sterling litigated whether Xu had the authority to make such representations as Parkridge's agent and failed to prevail on that claim. The trial court found:

> FINDING OF FACT NO. 27: In approving the Loan, Sterling relied entirely upon Xu's statements and the documents he provided to determine Xu's authority to act to bind [Parkridge].
>
> . . . .

> FINDING OF FACT NO. 50: Sterling approved the loan based upon the false information that Xu provided.
>
> . . . .
>
> FINDING OF FACT NO. 53: Parkridge never represented to Sterling that Xu or Longwell were authorized to enter into the Loan. Parkridge never provided Sterling with an Authorizing Resolution, signed by CFD Funding and Longwell, authorizing Xu and Longwell to enter into the Loan or sign the Deed of Trust on Parkridge's behalf. Before making the Loan, Sterling did not read or rely upon the authentic Parkridge LLC Agreement.
>
> . . . .
>
> FINDING OF FACT NO. 90: Before trial, Sterling filed a motion for summary judgment against Xu "for breach of guaranty and fraud." Sterling alleged in its motion that Xu (1) made numerous false, material representations to Sterling to induce it to make the Loan; (2) submitted a false operating agreement for Parkridge to induce the Loan; (3) falsely represented that Longwell was Parkridge's sole member; (4) falsely represented that they were authorized to enter into the Loan on Parkridge's behalf; and (5) did not have the authority to enter into the Loan. The Court granted Sterling's motion. Sterling did not assert or argue that Charles Diesing or CFD gave Xu/Chen or Longwell permission or authority to obtain the Sterling loan until closing argument.

The trial court concluded that Xu had no actual or apparent authority to sign the promissory note and deed of trust on Parkridge's behalf. Thus, Parkridge could not be a joint tortfeasor with Xu because the trial court found Parkridge had committed no tort. Xu thus had no right to contribution against Parkridge and no right under RCW 4.22.060(2) to a reduction in Sterling's claim against Xu.

Third, RCW 4.22.060(2) does not confer a right to an offset when parties settle breach of contract claims. Relying on *Heights at Issaquah Ridge Owners Ass'n v. Derus Wakefield I, LLC*, 145 Wn. App. 698, 704, 187 P.3d 306 (2008), Xu contends that this statute applies to cases involving contract liability. We disagree.

In that case, a condominium owners association settled a construction defect lawsuit against a developer under the Washington Condominium Act, chapter 64.34 RCW. *Id.* at 701. The developer filed a third-party claim against its general contractor based on an indemnification provision in their contract. *Id*. The association, developer, and general contractor then entered into a settlement agreement in which the developer and contractor assigned to the association any claims for coverage or bad faith they had against their respective insurers. *Id.* at 702. The association and developer filed a motion to determine the reasonableness of their settlement. The developer's insurer, Steadfast, intervened and the court found the settlement reasonable. *Id.*

The sole issue on appeal was whether the test for determining the reasonableness of a settlement agreement under RCW 4.22.060 should be extended to construction defect cases in which liability was based on statute and contract. *Id.* at 704-05. We held it did not because "comparative fault has no role in construction defect cases that involve contractual obligations to indemnify." *Id.* at 704. We concluded that, while a reasonableness hearing is appropriate, the nature of constructive defect cases required "a different approach to determining reasonableness." *Id.* at 704. We pointed out that the settlement was an accurate representation of the statutory or contractual liability of each party, "not double recovery from joint tortfeasors." *Id.* at 706. *Heights at Issaquah* did not extend a right of contribution under RCW 4.22.060 to parties who settle contract-based claims.

The trial court similarly erred in relying on section 39 of the Restatement of Suretyship to discharge Xu from liability for his fraudulent conduct. Subsection 39(c)(i) provides that, where a creditor releases the principal debtor from its duties pursuant to the underlying obligation, "if the secondary [debtor] is not discharged from its unperformed duties pursuant to the secondary obligation by operation of paragraph (b),[5] the secondary [debtor] is discharged from those duties to the extent . . .of the value of the consideration for the release." Restatement (Third) of Suretyship and Guaranty § 39 (1996).

Xu argues that under subsection (c)(i), his obligation to pay the loan deficiency amount was discharged "to the extent of the value of the consideration" Sterling received from Parkridge in the stipulated judgment.

There are several problems with this argument as well. First, Xu failed to present any evidence that Parkridge paid Sterling anything of value to avoid having to pay the loan deficiency. Indeed, Sterling litigated Parkridge's liability under the promissory note and deed of trust, but lost that claim at trial because the court found Parkridge was not liable for Xu's fraud.

Xu refers to the fact that under the stipulated judgment, Parkridge agreed that Sterling's liability would not exceed Sterling's title insurance. Xu argues that this provision of the stipulated judgment had to have some value to Sterling. This

---

[5] Subsection (b) states:

> (b) the secondary [debtor] is discharged from any unperformed duties pursuant to the secondary obligation unless:
>
> (i) the terms of the release effect a preservation of the secondary [debtor]'s recourse (§ 38); or
>
> (ii) the language or circumstances of the release otherwise show the [creditor]'s intent to retain its claim against the secondary [debtor].

argument is speculative at best. We have no record that Parkridge ever asserted a claim against Sterling for an amount greater than its insurance coverage. We have no record of Sterling's policy and no factual testimony regarding the limits of that policy. We therefore find no basis in the record for attributing any value to this provision of the stipulated judgment.

Second, Xu's liability to Sterling was reduced to judgment on April 4, 2014, *before* Parkridge and Sterling entered into the stipulated judgment. Xu provides no legal authority for the proposition that a secondary debtor's liability, already reduced to judgment, can be discharged by subsequent litigation between a creditor and the primary debtor.

Finally, even if the law of suretyship required us to conclude that Xu's obligation under the personal guaranty was discharged to some extent, the April 4, 2014 summary judgment's findings of fraud against Xu would be unaffected. Xu presents no authority for the proposition that section 39 of the Restatement of Suretyship discharges a secondary debtor for liability based on that debtor's own fraudulent conduct.

The trial court's findings are not supported by the record and its legal conclusion that the April 4, 2014 summary judgment was satisfied, released, or discharged is not supported under Washington law. We therefore reverse the March 8, 2022 order for discharge.

Entry of a Judgment Summary

Because the trial court erroneously discharged the April 4, 2014 judgment against Xu, we address Xu's cross appeal and conclude that CR 54(e) does not

preclude a trial court from converting the summary judgment order into a judgment with a judgment summary.

Xu argues that Judgment Services' motion was untimely because CR 54(e) requires litigants to seek entry of a judgment within 15 days of a court ruling. We reject this contention.

CR 54(e) provides in pertinent part: "The attorney of record for the prevailing party shall prepare and present a proposed form of order or judgment not later than 15 days after the entry of the verdict or decision, or at any other time as the court may direct."

Sterling filed its motion for summary judgment against Xu on February 28, 2014 and noted it for hearing on March 28, 2014. It submitted a proposed order with its motion. The court signed the summary judgment order on April 4, 2014, within 15 days of the summary judgment hearing. This summary judgment order was filed with the clerk the same day and became effective as a judgment upon filing. CR 58(b) ("Judgments shall be deemed entered for all procedural purposes from the time of delivery to the clerk for filing").

In 2016, when Chicago Title sued Xu, the trial court held that the April 4, 2014 summary judgment became a final judgment on June 6, 2014, after entry of the Parkridge judgment. This legal ruling is consistent with CR 54(e), which provides that a judgment that adjudicates fewer than all the claims pending in the same action becomes final upon entry of judgment adjudicating all outstanding claims. *See Fox v. Sunmaster*, 115 Wn.2d 498, 502, 798 P.2d 808 (1990) (party against whom summary judgment order was entered could wait to appeal that

order until all claims against all defendants were dismissed). Thus, the April 4, 2014 order on summary judgment was a "judgment" when it was filed that same day and a "final judgment" on June 6, 2014.

Xu suggests the order granting summary judgment against him was not a "judgment." We disagree. The language of the summary judgment order itself is clear. It clearly says "Sterling Bank is granted judgment against Stanley Xu and Nanling Chen."

Moreover, our Supreme Court has held that the validity of a judgment does not depend on whether it contains a judgment summary. In *Bank of Am., N.A. v. Owens*, 173 Wn.2d 40, 266 P.3d 211 (2011), the court was asked to determine whether two orders—one awarding attorney fees and one ordering the distribution of proceeds from a sale of property—were effective judgments. *Id.* at 51-52. In arguing against the enforcement of those judgments, Bank of America argued that they were ineffective because they lacked judgment summaries, as required by RCW 4.64.030. *Id.* at 52. The Bank relied on the language from subsection (3) that "[t]he clerk may not enter a judgment, and a judgment does not take effect, until the judgment has a summary in compliance with this section," to argue that a judgment lacking a judgment summary is not valid and could not create a lien on property. *Id.* at 53.

The Supreme Court rejected this argument. The court noted that the legislature generally uses the term "entry of judgment" to indicate the point at which a judgment is entered into the official records of the court and becomes effective. *Id.* at 53-54. Judgments, however, are entered and take effect on delivery to the

clerk's office. *Id.* at 54 (citing CR 58(b)). It concluded that the legislature's use of the word "enter" in RCW 4.64.030 indicated placement of the judgment by the clerk into its execution docket and not delivery to the clerk. *Id.* It held that judgments are valid when signed by the court and delivered to the clerk and the lack of a judgment summary merely prevents the clerk from entering a judgment into its execution docket, but does not affect its validity. *Id.*

The April 4, 2014 order granting summary judgment is a valid judgment despite the lack of a judgment summary.

Neither RCW 4.64.030 nor CR 54(e), on which Xu relies, supports his contention that the trial court cannot add a judgment summary to an otherwise valid judgment because of the passage of time. First, RCW 4.64.030 sets no deadline for obtaining a judgment summary. RCW 4.64.030 states:

> (1) The clerk shall enter all judgments in the execution docket, subject to the direction of the court and shall specify clearly the amount to be recovered, the relief granted, or other determination of the action.
>
> (2)(a) On the first page of each judgment which provides for the payment of money . . . the following shall be succinctly summarized: The judgment creditor and the name of his or her attorney, the judgment debtor, the amount of the judgment, the interest owed to the date of the judgment, and the total of the taxable costs and attorney fees, if known at the time of the entry of the judgment.
>
> . . . .
>
> (3) . . . . The clerk may not enter a judgment, and a judgment does not take effect, until the judgment has a summary in compliance with this section.

This provision contains no time limit for presenting a judgment summary to the court.

Second, Xu's argument that a judgment summary is subject to the 15-day provision in CR 54(e) appears contrary to other provisions of Washington law. Parties have up to twenty years to collect a judgment. Under RCW 6.17.020(1),

> *the party in whose favor a judgment of a court has been or may be filed* or rendered, or the assignee or the current holder thereof, *may have an execution*, garnishment, or other legal process issued for the collection or enforcement *of the judgment at any time within ten years from entry of the judgment* or the filing of the judgment in this state.

(Emphasis added.) RCW 6.17.020(3) permits a judgment creditor to extend a judgment for a second ten-year period. It makes no sense that a judgment creditor has such a lengthy period of time in which to enforce a judgment, but has only 15 days after a court ruling to obtain a judgment summary. The 15-day deadline of CR 54(e) does not apply here.

Finally, Xu has not demonstrated any prejudice from this delayed amendment. Judgments entered in spite of a procedural error are valid unless the complaining party shows resulting prejudice. *See Burton v. Ascol*, 105 Wn.2d 344, 352, 715 P.2d 110 (1986) ("A judgment entered without the notice required by CR 54(f)(2) is not invalid, however, where the complaining party shows no resulting prejudice."). Xu has not shown prejudice here. The failure to include a judgment summary for seven years did not prevent Xu from appealing that judgment or seeking to vacate it if he believed he had a basis for doing so.

Neither RCW 4.64.030 nor CR 54(e) precludes the court from entering a judgment summary for the April 4, 2014 judgment against Xu.

As Xu is no longer the prevailing party, we also reverse the order awarding attorney fees to Xu.

Conclusion

We affirm the January 5, 2022 revised judgment with a judgment summary against Xu. We reverse the March 9, 2022 order granting Xu's amended motion for a discharge of the order granting summary judgment. We reverse the April 4, 2022 order granting Xu's petition for attorney fees. We remand to the trial court to address Judgment Services' motion to determine the applicable post-judgment interest rate.

Andrus, J.P.T.

WE CONCUR:

Díaz, J.

Chapter 4.22 RCW
CONTRIBUTORY FAULT—EFFECT—IMPUTATION—CONTRIBUTION—SETTLEMENT AGREEMENTS

Sections

4.22.005 Effect of contributory fault.
4.22.015 "Fault" defined.
4.22.020 Imputation of contributory fault—Spouse, domestic partner, or minor child of spouse or domestic partner—Wrongful death actions.
4.22.030 Nature of liability.
4.22.040 Right of contribution—Indemnity.
4.22.050 Enforcement of contribution.
4.22.060 Effect of settlement agreement.
4.22.070 Percentage of fault—Determination—Exception—Limitations.
4.22.900 Effective date—1973 1st ex.s. c 138.
4.22.920 Applicability—1981 c 27.
4.22.925 Applicability—1981 c 27 § 17.

Preamble—1981 c 27: See note following RCW 7.72.010.

Product liability actions: Chapter 7.72 RCW.

RCW 4.22.005 Effect of contributory fault. In an action based on fault seeking to recover damages for injury or death to person or harm to property, any contributory fault chargeable to the claimant diminishes proportionately the amount awarded as compensatory damages for an injury attributable to the claimant's contributory fault, but does not bar recovery. This rule applies whether or not under prior law the claimant's contributory fault constituted a defense or was disregarded under applicable legal doctrines, such as last clear chance. [1981 c 27 § 8.]

RCW 4.22.015 "Fault" defined. "Fault" includes acts or omissions, including misuse of a product, that are in any measure negligent or reckless toward the person or property of the actor or others, or that subject a person to strict tort liability or liability on a product liability claim. The term also includes breach of warranty, unreasonable assumption of risk, and unreasonable failure to avoid an injury or to mitigate damages. Legal requirements of causal relation apply both to fault as the basis for liability and to contributory fault.

A comparison of fault for any purpose under RCW 4.22.005 through 4.22.060 shall involve consideration of both the nature of the conduct of the parties to the action and the extent of the causal relation between such conduct and the damages. [1981 c 27 § 9.]

RCW 4.22.020 Imputation of contributory fault—Spouse, domestic partner, or minor child of spouse or domestic partner—Wrongful death actions. The contributory fault of one spouse or one domestic partner shall not be imputed to the other spouse or other domestic partner or the minor child of the spouse or domestic partner to diminish recovery

in an action by the other spouse or other domestic partner or the minor child of the spouse or other domestic partner, or his or her legal representative, to recover damages caused by fault resulting in death or in injury to the person or property, whether separate or community, of the spouse or domestic partner. In an action brought for wrongful death or loss of consortium, the contributory fault of the decedent or injured person shall be imputed to the claimant in that action. [2008 c 6 § 401; 1987 c 212 § 801; 1981 c 27 § 10; 1973 1st ex.s. c 138 § 2.]

Part headings not law—Severability—2008 c 6: See RCW 26.60.900 and 26.60.901.

Wrongful death actions: Chapter 4.20 RCW.

RCW 4.22.030 Nature of liability. Except as otherwise provided in RCW 4.22.070, if more than one person is liable to a claimant on an indivisible claim for the same injury, death or harm, the liability of such persons shall be joint and several. [1986 c 305 § 402; 1981 c 27 § 11.]

Preamble—Report to legislature—Applicability—Severability—1986 c 305: See notes following RCW 4.16.160.

RCW 4.22.040 Right of contribution—Indemnity. (1) A right of contribution exists between or among two or more persons who are jointly and severally liable upon the same indivisible claim for the same injury, death or harm, whether or not judgment has been recovered against all or any of them. It may be enforced either in the original action or by a separate action brought for that purpose. The basis for contribution among liable persons is the comparative fault of each such person. However, the court may determine that two or more persons are to be treated as a single person for purposes of contribution.

(2) Contribution is available to a person who enters into a settlement with a claimant only (a) if the liability of the person against whom contribution is sought has been extinguished by the settlement and (b) to the extent that the amount paid in settlement was reasonable at the time of the settlement.

(3) The common law right of indemnity between active and passive tort feasors is abolished: PROVIDED, That the common law right of indemnity between active and passive tort feasors is not abolished in those cases to which a right of contribution by virtue of RCW 4.22.920(2) does not apply. [1982 c 100 § 1; 1981 c 27 § 12.]

Severability—1982 c 100: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [1982 c 100 § 4.]

RCW 4.22.050 Enforcement of contribution. (1) If the comparative fault of the parties to a claim for contribution has been established previously by the court in the original action, a party

paying more than that party's equitable share of the obligation, upon motion, may recover judgment for contribution.

(2) If the comparative fault of the parties to the claim for contribution has not been established by the court in the original action, contribution may be enforced in a separate action, whether or not a judgment has been rendered against either the person seeking contribution or the person from whom contribution is being sought.

(3) If a judgment has been rendered, the action for contribution must be commenced within one year after the judgment becomes final. If no judgment has been rendered, the person bringing the action for contribution either must have (a) discharged by payment the common liability within the period of the statute of limitations applicable to the claimant's right of action against him or her and commenced the action for contribution within one year after payment, or (b) agreed while the action was pending to discharge the common liability and, within one year after the agreement, have paid the liability and commenced an action for contribution. [2011 c 336 § 92; 1981 c 27 § 13.]

RCW 4.22.060 Effect of settlement agreement. (1) A party prior to entering into a release, covenant not to sue, covenant not to enforce judgment, or similar agreement with a claimant shall give five days' written notice of such intent to all other parties and the court. The court may for good cause authorize a shorter notice period. The notice shall contain a copy of the proposed agreement. A hearing shall be held on the issue of the reasonableness of the amount to be paid with all parties afforded an opportunity to present evidence. A determination by the court that the amount to be paid is reasonable must be secured. If an agreement was entered into prior to the filing of the action, a hearing on the issue of the reasonableness of the amount paid at the time it was entered into may be held at any time prior to final judgment upon motion of a party.

The burden of proof regarding the reasonableness of the settlement offer shall be on the party requesting the settlement.

(2) A release, covenant not to sue, covenant not to enforce judgment, or similar agreement entered into by a claimant and a person liable discharges that person from all liability for contribution, but it does not discharge any other persons liable upon the same claim unless it so provides. However, the claim of the releasing person against other persons is reduced by the amount paid pursuant to the agreement unless the amount paid was unreasonable at the time of the agreement in which case the claim shall be reduced by an amount determined by the court to be reasonable.

(3) A determination that the amount paid for a release, covenant not to sue, covenant not to enforce judgment, or similar agreement was unreasonable shall not affect the validity of the agreement between the released and releasing persons nor shall any adjustment be made in the amount paid between the parties to the agreement. [1987 c 212 § 1901; 1981 c 27 § 14.]

RCW 4.22.070 Percentage of fault—Determination—Exception—Limitations. (1) In all actions involving fault of more than one entity, the trier of fact shall determine the percentage of the total fault which is attributable to every entity which caused the

claimant's damages except entities immune from liability to the claimant under Title 51 RCW. The sum of the percentages of the total fault attributed to at-fault entities shall equal one hundred percent. The entities whose fault shall be determined include the claimant or person suffering personal injury or incurring property damage, defendants, third-party defendants, entities released by the claimant, entities with any other individual defense against the claimant, and entities immune from liability to the claimant, but shall not include those entities immune from liability to the claimant under Title 51 RCW. Judgment shall be entered against each defendant except those who have been released by the claimant or are immune from liability to the claimant or have prevailed on any other individual defense against the claimant in an amount which represents that party's proportionate share of the claimant's total damages. The liability of each defendant shall be several only and shall not be joint except:

(a) A party shall be responsible for the fault of another person or for payment of the proportionate share of another party where both were acting in concert or when a person was acting as an agent or servant of the party.

(b) If the trier of fact determines that the claimant or party suffering bodily injury or incurring property damages was not at fault, the defendants against whom judgment is entered shall be jointly and severally liable for the sum of their proportionate shares of the claimants [claimant's] total damages.

(2) If a defendant is jointly and severally liable under one of the exceptions listed in subsections (1)(a) or (1)(b) of this section, such defendant's rights to contribution against another jointly and severally liable defendant, and the effect of settlement by either such defendant, shall be determined under RCW 4.22.040, 4.22.050, and 4.22.060.

(3)(a) Nothing in this section affects any cause of action relating to hazardous wastes or substances or solid waste disposal sites.

(b) Nothing in this section shall affect a cause of action arising from the tortious interference with contracts or business relations.

(c) Nothing in this section shall affect any cause of action arising from the manufacture or marketing of a fungible product in a generic form which contains no clearly identifiable shape, color, or marking. [1993 c 496 § 1; 1986 c 305 § 401.]

Effective date—1993 c 496: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and shall take effect July 1, 1993." [1993 c 496 § 3.]

Application—1993 c 496: "This act applies to all causes of action that the parties have not settled or in which judgment has not been entered prior to July 1, 1993." [1993 c 496 § 4.]

Preamble—Report to legislature—Applicability—Severability—1986 c 305: See notes following RCW 4.16.160.

RCW 4.22.900 Effective date—1973 1st ex.s. c 138. This act takes effect as of 12:01 a.m. on April 1, 1974. [1973 1st ex.s. c 138 § 3.]

RCW 4.22.920 Applicability—1981 c 27. (1) Chapter 27, Laws of 1981 shall apply to all claims arising on or after July 26, 1981.

(2) Notwithstanding subsection (1) of this section, RCW 4.22.040, 4.22.050, and 4.22.060 shall also apply to all actions in which trial on the underlying action has not taken place prior to July 26, 1981, except that there is no right of contribution in favor of or against any party who has, prior to July 26, 1981, entered into a release, covenant not to sue, covenant not to enforce judgment, or similar agreement with the claimant. [1982 c 100 § 2; 1981 c 27 § 15.]

Severability—1982 c 100: See note following RCW 4.22.040.

RCW 4.22.925 Applicability—1981 c 27 § 17. In accordance with section 15(1), chapter 27, Laws of 1981, the repeal of RCW 4.22.010 by section 17, chapter 27, Laws of 1981 applies only to claims arising on or after July 26, 1981. RCW 4.22.010 shall continue to apply to claims arising prior to July 26, 1981. [1982 c 100 § 3.]

Severability—1982 c 100: See note following RCW 4.22.040.

DAVIS WRIGHT TREMAINE LLP

May 02, 2023 - 12:59 PM

Transmittal Information

Filed with Court:	Court of Appeals Division I
Appellate Court Case Number:	83604-8
Appellate Court Case Title:	Stanley Xu & Nanling Chen, Apps./Cross-Resps. v. Sterling Savings Bank, Resps./Cross-Apps.

The following documents have been uploaded:

- 836048_Petition_for_Review_20230502125145D1408627_3946.pdf
  This File Contains:
  Petition for Review
  The Original File Name was Petition for Review With Appendix.pdf

A copy of the uploaded files will be sent to:

- jacobr@schweetlaw.com
- jeannecadley@dwt.com
- jennifergreen@dwt.com
- johnm@schweetlaw.com
- kstephan@rcolegal.com
- maryannalmeida@dwt.com
- naraneves@dwt.com
- raganpowers@dwt.com
- sherriparsons@dwt.com
- stevencaplow@dwt.com

Comments:

Sender Name: Hugh McCullough - Email: hughmccullough@dwt.com
Address:
920 5TH AVE STE 3300
SEATTLE, WA, 98104-1610
Phone: 206-622-3150

Note: The Filing Id is 20230502125145D1408627