

No. 90420-1

Received
Washington State Supreme Court

AUG 27 2014

Supreme Court
of the State of Washington

E
Ronald R. Carpenter
Clerk

David W. Creveling
Defendant / Appellant
v.

Armenianiz et al

Intervenors / Respondents

Appellants Clarification on the facts
fraudulently put before the court by Mr Hamilton
in Respondents' opposition to Appellants' Petition
for Discretionary Review dated August 19, 2014
- Reply to Answer -

David W. Creveling
110 Gold Creek Loop
Corham Wa 98814
(509) 923-2003

The Court should grant my petition as previously presented.

The Court should take sanctions against Mr. Hamilton and the title insurance company he represents that issued title insurance to the Respondents.

Facts misrepresented by Hamilton

I am only going to address the important facts.

- 1) Jennifer sold the property subject to the lawsuit to Lambou LLC which sold the property to the respondents

The respondents took the property subject to the lawsuit and never intervened into the lawsuit.

After the default judgement was granted the respondents had no legal interest in the property.

The respondents had therefore no legal right to intervene.

- 2) I objected to the intervenors and their counsel and only was agreeable for Judge Culp to hear my motions on June 6, 2012

Attached is the Transcript from Case # 03-2-00192-3 that shows my objection.

3) The 04-2-00014-1 case was only for the payoff amount on the Sellers interest that had been Foss and Edna Creveling's sellers interest transferred to Dewade Creveling and Carol Coffey then transferred to me years later after the 03-2-00182-3 lawsuit on the purchasers interest bought direct from Foss and Edna Creveling in 1989.

Attached is the transcript from the 04-2-00014-1 case for August 31, 2005 and January 9, 2006 that makes clear that the payoff on the Seller's interest had no relevance to the 03-2-00182-3 case involving the buyers interest that I was seeking returned to me that Jennifer had gotten through fraud from me in the divorce.

4) I addressed quite clearly to the court that for this case before the Supreme Court in Supreme Court A 90420-1 that I had inquired with Westlaw and Westlaw had done 2 searches for me and found no case law on intervenors intervening when they had no legal interest in the property.

which satisfies RAP 13.4 (b) brought up by

Hamilton if you look at number 4 under the substantial public interest as all property transfers would then be subject to intervention by someone who had no legal interest unless the Court finds in my favor on this point.

5) Hamilton also brings up *Creveling v. Staker* Supreme Court case # 890897.

The Court's findings that I did not own the property in question has now brought a \$500,000 claim against Okanogan County for constructive fraud or in the alternative fraud in the factum. I

The County through its deeds and actions of its employees led me to believe I owned Government Lot 3.

The County still collects taxes from me on Government Lot 3 contrary to the Washington State Supreme Court decision # 30896-1-III

Discussion

It is quite plain I have a right to be in the Washington State Supreme Court under RAP 13.4(5)(4) or in the alternative the Court will set a new precedent allowing people with no interest in a property to intervene in a lawsuit under false claims of ownership.

I There was actually a hearing after the Supreme Court decision and Judge Culp reluctantly said from the bench that he now wished he had ruled differently in the case.

Frankly stated had the respondents intervened any time before the default judgement then their intervention would have been legal, but after the default judgement was signed then they had no legal interest in the property and thus had no legal right to intervene.

I objected to Hamilton being in court before Judge Culp and I only agreed to my motions being heard in court before Judge Culp.

The transcript for the June 6, 2012 hearing for Cause number 03-2-00182-3 is attached to this document and set out as if fully rewritten to be a part of this document to show the objection was made and the request of my motions to be heard.

Also set out as part of this document is the attached transcripts from the hearings on August 31, 2005 and January 9, 2006 for Okanogan County Cause # 04-2-00014-1 to show that the lawsuit over the Seller's interest in the property with Payoff had no bearing on the lawsuit # 03-2-00182-3 for the interest of the buyer which was myself then transferred to Senator by fraud.

Conclusion

all that I asked for in my original petition should be granted, to do otherwise is to set precedence for people who have no legal interest in a property to be able to intervene into a lawsuit with no regards to any court ordered default judgement.

OR in the alternative

2

Grant what the opposition wants and your court decisions open to all to intervene at any date after the judgement is rendered which basically does away with any real need for the judiciary.

Dated this August 24, 2014

→ Paul W. Hunt
110 Gold Creek Ln NE
Cortlow WA 98814
(509) 923-2003

Certificate of mailing

a copy of this document mailed to:

Henry K. Hamilton
Fidelity National Law Group
1200 - 6th Avenue, Suite 1900
Seattle WA 98101

and Jenifer Creveling
P.O. Box 393
Vashon WA 98394

Mailed 8/25/14
Paul W. Hunt

2 Hamiltons argument on RAP. 14(e)(1) is moot as the intervenors had no property right after the default judgement to even legally intervene on.

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR OKANOGAN COUNTY

HOLMES, et. al.,)
Plaintiffs,) No. 04-2-00014-1
vs.)
CREVELING, et. al.,)
Defendants.)

THE HONORABLE T. W. SMALL
August 31, 2005
(Pages 1 - 13)

APPEARANCES:

FOR THE PLAINTIFF GEBBERS: RANDY THIES
FOR THE DEFENDANT CREVELING: Pro Se

Jo L. Jackson, Transcriptionist
P. O. Box 914
Waterville, WA 98858
509-754-9507/509-630-1705

 ORIGINAL

1 Wednesday, August 31, 2005 at 8:34 a.m.

2 THE COURT: Good morning.

3 Okay, let's see here.

4 Okay. I think we're taking up the *Jennifer*
5 *Holmes v. Dewade Creveling* matter, is that right?
6

7 MR. CREVELING: Yes.

8 THE COURT: And you're Mr. Creveling?

9 MR. CREVELING: I'm David Creveling.

10 THE COURT: You're David? You're the ex of Ms.
11 *Holmes*?

12 MR. CREVELING: Correct.

13 THE COURT: Okay. And, Mr. Thies, are you on the
14 phone?
15

16 MR. THIES (via phone): Yes, I am.

17 THE COURT: Okay.

18 For Counsel's information and Mr. Creveling's
19 information, the Court had an opportunity to review the
20 motion for stay of Judge Small ruling and motion to set
21 aside Judge Small ruling, and the Court also reviewed
22 notice of Judge's error that had a letter from Laura
23
24
25

1 Waters, and a letter from Kathleen Jockey (phonetic),
2 Yaki? Yaki, I think, attached to it, and I had not seen
3 cr received a proposed order that the Court directed
4 Counsel to prepare pursuant to the Court's memorandum
5 decision. So that's, that's what I've reviewed. Is
6 there anything else I was supposed to review today?
7

8 MR. THIES: Not by me, Your Honor.

9 THE COURT: Okay.

10
11 And, so, we're on for Mr. Creveling's, I think
12 it'd be fair to characterize it as a motion for reconsi-
13 deration.

14 MR. THIES: Right.

15 THE COURT: Mr. Creveling?

16 MR. CREVELING: Yes.

17
18 First, as Mr. Thies has said, he didn't present
19 anything to the Court against this motion that I have,
20 and I believe under the Court Rules where no written
21 response is put in, then the opposing party doesn't get
22 to make any oral argument. I believe that's in the Court
23 Rules.
24
25

1 THE COURT: It might be in the Okanogan County Local
2 Rules. I don't know. It's not in my Local Rules in
3 Chelan County.
4

5 MR. CREVELING: I, I believe it's in the State
6 Rules, that you have to put in a, in a written, written
7 response before you can make oral argument.
8

9 THE COURT: I'm not aware of that, but go ahead.

10 MR. CREVELING: I, I can look it up.

11 Anyhow, I presented my, my motion, and I
12 believe you have erred. If you review my cross com-
13 plaint, the legal description for the properties at
14 Methow and French Creek are listed in that cross
15 complaint, and that's all Township 23, Range 32, and
16 Township 23, Range 31, I believe, and Sections 7, 8, 9,
17 17, 18 and 4 and 5, and then in the other Township where
18 it said 31 and 32 Sections, and those, those legal
19 descriptions are in both, both Court cases, in, in --
20 that's with this Court case, 04-2-00014- --
21
22

23 THE COURT: Which, which page is the legal in the
24 Holmes' matter on in the --
25

1 MR. CREVELING: Well, in the Holmes' matter where
2 Jennifer sued my uncle, they never put a legal in. They
3 only referred to the real estate contract.
4

5 THE COURT: Well, the real estate contract has the
6 legal in it.

7 MR. CREVELING: Yes, exactly.

8 THE COURT: And, and where is that legal in this new
9 document?
10

11 MR. CREVELING: In, in which?

12 THE COURT: Well, you filed a motion for stay, and
13 attached to it is an answer and complaint, and attached
14 to that is what's called a lien --
15

16 MR. CREVELING: Right.

17 THE COURT: -- and I'm assuming that the legal's
18 somewhere in there.

19 MR. CREVELING: Yes. Yes. My --

20 THE COURT: What page?

21 MR. CREVELING: -- my prayer, my prayer for -- my
22 cause of action, my prayer for relief on cross complaint
23 tied into the legal description that is in the lien and -
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THE COURT: Right. And what, what page of the lien is the legal that's in the Holmes' contract?

MR. CREVELING: The first page.

THE COURT: Okay. Now, I --

MR. CREVELING: It's the exact same legal description as in the Holmes' suit against my Uncle Dewade.

THE COURT: Okay. Got it.

Okay. The, the question I had, Mr. Creveling, is the complaint that was brought by Ms. Holmes appears to be for two things; one's quiet title, and the other is to take care of her obligations under the contract, and the motion that Mr. Thies brought appeared to ask for both of those things. I'm not sure how another action involving the same piece of property would have any effect on Ms. Holmes taking care of her obligation under that contract. It may affect this Court's ability to quiet title in this case, given there's apparently related proceedings, but how does that affect her ability to ask the Court to find out how much she owes?

1 MR. CREVELING: She, she was awarded -- In, in
2 Pierce County she was awarded the purchaser's interest,
3 and in, in the three zero suit (sic), I, I am complaining
4 and requesting relief for that purchaser's interest to be
5 returned to me. So if I prevail on that suit, she would
6 have no interest in the property whatsoever.
7

8 THE COURT: Okay.

9 MR. CREVELING: So it does affect --

10 THE COURT: Okay. Mr. Thies?

11 MR. THIES: Your Honor, the Pierce County dissolu-
12 tion order awarding property was never appealed and res
13 *judicata* here, I mean... I, I don't think that his
14 including the same legal description as the 03 case can
15 act as a defense to the case that we have before the
16 Court, the 04 case.
17

18 THE COURT: Well, he's indicating that he's seeking
19 relief from his obligations in the contract in the 03
20 case. So I assume Ms. Holmes is a party to that case?
21

22 MR. CREVELING: Yes, she is a party to that case.

23 MR. THIES: She was originally made a party by the
24
25

1 Plaintiff Gebbers, who are seeking to enforce their
2 purchaser's interest, and she didn't have any, any
3 objection to that.
4

5 THE COURT: And I'm... The way I understand, Mr.
6 David Creveling is claiming he made a claim against her
7 in that suit unrelated to the Gebbers' claim.

8 MR. CREVELING: That is 100% correct, Your Honor.

9 THE COURT: So I -- What, what's confusing to me is
10 the Court, in one respect, thinks, "Well, I have to
11 decide the case that's in front of me today," that's the
12 04 case, and how that impacts other cases is the parties'
13 problem. In another respect, the Court's concerned that
14 it makes a decision that may run counter to what other
15 decision might be made in the 03 case. So that, that's
16 my predicament.
17
18

19 MR. THIES: And I don't know what the status of the
20 03 case is.

21 THE COURT: And you're not representing Ms. Holmes
22 in that?
23

24 MR. CREVELING: Randy Thies put in a notice of
25

1 appearance, and he's never put in a notice of withdrawal,
2 so he is still on the table in that one.

3 THE COURT: Do you know what the status of that case
4 is?
5

6 MR. CREVELING: It's still active.

7 THE COURT: So is there a trial date set or any-
8 thing?

9 MR. CREVELING: No trial date set yet. It's still
10 in discovery.
11

12 MR. THIES: It's what, still in discovery, is that
13 what you said?

14 MR. CREVELING: That's correct.

15 THE COURT: Well, Mr. Thies, I guess I'm back to
16 where I started the hearing. The Court, although I don't
17 believe my memorandum decision asked you to do so, let me
18 double check. Yeah, I didn't, I didn't think the Court
19 went so far as to make a determination that it was going
20 to quiet title in the order based on your earlier motion
21 to set the payment amount, so the Court wants to make it
22 clear today that that order and judgment should not
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25

1 include any language that quiets title at this time until
2 we get resolved what impact the 03 cause number may have
3 on this Court's ability to do that.
4

5 And, so, but the Court believes that with
6 regard to the case before it, the 04-2-14-1 case, that
7 Ms. Holmes is still entitled to an order that sets the
8 payment amount, we have the interest rate, obviously it's
9 going to be a little bit larger amount now because it's
10 beyond August 16th --
11

12 MR. THIES: Well, the payment was made, Your Honor.

13 THE COURT: Pardon?

14 MR. THIES: The payment was made.

15 THE COURT: Well, I don't, I don't have the order
16 yet, and I, I don't know if a warranty fulfillment deed
17 has been prepared or any of that stuff, so I, I think we
18 ought to have payment made as of the date of the order.
19 The point -- The Court picked August 16th, hoping that
20 the order would be presented on or before that date, and
21 there's still no order from this Court, so I think addi-
22 tional interest is due --
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MR. THIES: Oh --

THE COURT: -- until --

MR. THIES: Okay.

THE COURT: -- until the date of the order.

So you'll need to note for presentment that order, but do not include any judgment quieting title at this time, so, to that extent, Mr. Creveling's motion for reconsideration is granted, although I don't believe I intended to quiet title with the Court's memorandum decision. The only issues I addressed was whether or not Ms. Holmes is entitled to know what she owes, and the Court finds that she is. And the second one was is she entitled to a warranty fulfillment deed if she pays it, and certainly she is, so those, those decisions stand. But not judgment quieting title without figuring out what impact the 03 cause number has on this. And for the record, the 03 cause number the Court's referring to is 03-2-182-3. Okay?

MR. CREVELING: Thank you, Your Honor.

MR. THIES: Thank you.

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THE COURT: Pardon me?

MR. CREVELING: Thank you, Your Honor.

THE COURT: Thank you.

MR. CREVELING: And God bless.

THE COURT: And we'll be in recess 'til, I think,
8:00 -- well, any minute, any second.

(END OF HEARING - 8:47:04 a.m.)

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CERTIFICATE

STATE OF WASHINGTON)
County of Douglas)


ss.

I, Jo L. Jackson, do hereby certify:

That I was requested to provide the foregoing transcript of digitally-recorded proceedings;

That the foregoing transcript consisting of twelve (12) pages is a true and correct transcript of all such recorded testimony adduced and proceedings had and of the whole thereof to the best of my ability;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of September 2012.


JO L. JACKSON

Jo L. Jackson, Transcriptionist
P. O. Box 914
Waterville, WA 98858
509-754-9507/509-630-1705

1 Monday, January 9, 2006 at 4:05 p.m.

2 THE COURT: Good afternoon. Please be seated.

3 Mr. Thies, are you there?

4 MR. THIES (via phone): I am, Your Honor. Thank you.

5 THE COURT: Okay. Prior to this afternoon's hearing,
6 the Court had an opportunity to review the transcript of
7 the proceedings that we're trying to memorialize by this
8 order that was provided to the Court, I believe, by Mr.
9 Creveling, and the Court just now received the proposed
10 order setting payoff amount and ordering acceptance of
11 final payment and execution of fulfillment deed. So, Mr.
12 Creveling, the question is: Is there anything in this
13 order, the form of this order that you object to? That,
14 that says something different than what I ordered?

15 MR. CREVELING: I, I just received it at 4:05, 4:06,
16 and I really haven't had time to read it.

17 THE COURT: Okay. Go ahead.

18 MR. CREVELING: Your Honor, in the very last line of
19 this proposed order it says, "completely satisfying the
20 remaining seller's interest in the subject real property
21 22 23 24 25

1 covered by the real estate contract referenced above."

2 There has to be some clarification in, in this order that
3 this other case that involves the same legal description
4 where if I prevail in that case, the property purchaser's
5 interest would be returned to me has to be addressed so
6 that, that anybody that's taking an interest in this
7 property behind Jennifer Holmes is aware that if I pre-
8 vail, there being a *lis pendens* and the liens filed on
9 this, that they take it subject to that interest, and that
10 property could, in its entirety, revert back into my name,
11 and those people would be having to go against the people
12 that sold the property to them to recover money and not
13 me.
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16
17 THE COURT: Mr. Thies, the Court reviewed the Clerk's
18 minutes, and it looked like the Court's intent was not to
19 do a, a quiet title summary judgment. Do you have any
20 objection to putting a period after the word deed in line
21 10?
22

23 MR. CREVELING: Your Honor --

24 THE COURT: Hang on, I asked Mr. Thies a question.
25

1 MR. THIES: Thank you, Your Honor. I'm, I'm looking
2 at it right now. No, I can reprint it out and send it up
3 in that fashion.

4 THE COURT: I, I could line it out.

5 MR. THIES: Okay.

6 THE COURT: Just put a period after deed.

7 Any other objections?

8 MR. CREVELING: Your Honor, I, I'm in several cases
9 involving right-of-way easements on, on, on the property,
10 and it wasn't clearly written for everybody to be to read
11 it, and, you know, for the people involved, they can
12 understand it, but for the, for the people that have come
13 behind and purchased from other people and purchased from
14 other people, they can't understand how it's written, and
15 I can see that this is going to be nothing but continuous
16 litigation. If I prevail in this other case, people are
17 going to think that they purchased a piece of property,
18 they've paid the money, they should be able to get a deed
19 and have their property and, and hold it free and clear,
20 and it needs to be emphatically stated that, that they're
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1 taking it subject to, so that they don't misconstrue this
2 order --

3 THE COURT: Well, this Court isn't ruling that that's
4 a valid lawsuit and it's not ruling it's an invalid
5 lawsuit. I'm simply enforcing the terms of the real
6 estate contract that's before this Court in this action.
7 What impact it has on your rights and liabilities vis-a-
8 vis other persons is something for another day. Today is
9 simply there's a contract, all the terms have been
10 complied with assuming the 49 97 (sic) is deposited with
11 the Court Clerk on or before this Friday, and then people
12 get whatever they get.

13 MR. CREVELING: I agree people get whatever they get,
14 and, you know, people have sold the Brooklyn Bridge and
15 they've gotten nothing, and this is kind of the Brooklyn
16 Bridge deal. If I prevail, they get nothing, and it needs
17 to be well noted that this doesn't make a quiet title for
18 them on this.

19 THE COURT: Well, we're, we're going to delete the
20 language after the word deed on line 10, put a period
21
22

1 there, and, Ms. Bradley, I've added Clerk's action
2 required bracketed underneath the caption, because looking
3 at this, if a warranty fulfillment deed isn't executed by
4 Mr. David Creveling by four o'clock, then you need to
5 execute the warranty fulfillment deed by this order.
6

7 CLERK: Okay.

8 THE COURT: So I added that language to the caption,
9 Mr. Thies.

10 MR. THIES: Thank you, Your Honor.

11 THE COURT: And I also want to point to Madame Clerk
12 that if the 900 bucks is not fully in her hands to
13 disburse to Mr. David Creveling, whether he accepts it or
14 not, she doesn't have to execute the deed.
15

16 MR. THIES: Right. I'll get that money in there
17 probably tomorrow.
18

19 THE COURT: Is today the 9th?

20 CLERK: Yes, it is, Your Honor.

21 MR. THIES: Yep.

22 THE COURT: Okay.
23

24 Okay. With that deletion on page 2, the Court
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signed the order.

MR. THIES: Thank you, Your Honor.

THE COURT: Have a good day.

MR. CREVELING: And, and I wish to reserve my rights on, on appeal on, on not having this until just as I come in the door. I --

THE COURT: Yeah, I, I've signed the order --

MR. CREVELING: Right.

THE COURT: -- so now I think it is subject to the 30-day appeal period.

MR. CREVELING: Okay. Very good.

THE COURT: And did you file the transcript?

MR. CREVELING: It's attached to --

THE COURT: I have a bench copy, and I just want to make sure it got in the Court file because that was very helpful. I'll just leave everything in here and let the Clerk --

MR. CREVELING: Yes, but --

THE COURT: -- sort out what's just bench copy and what ought to be filed. Okay.

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MR. THIES: Thank you.

THE COURT: Thank you, folks.

CLERK: Please rise.

(END OF HEARING - 4:13:14 a.m.)

Jo L. Jackson, Transcriptionist
P. O. Box 914
Waterville, WA 98858
509-754-9507/509-630-1705

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR OKANOGAN COUNTY

GEBBERS, et. al.,)
Plaintiffs,) No. 03-2-00182-3
vs.)
ALMA, et. al.,)
Defendants.)

THE HONORABLE CHRISTOPHER CULP
June 6, 2012
(Pages 1 - 32)

APPEARANCES:

FOR THE PLAINTIFFS: None Identified
FOR THE DEFENDANT CREVELING: Pro Se
ALSO PRESENT: HENRY HAMILTON
Fidelity National Title
Group
1200 - 6th Avenue, Suite 620
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RYAN GUNN
Attorney at Law
P. O. Box 532
Omak, WA 98841-0532



1 Wednesday, June 6, 2012 at 4:00 p.m.

2 THE COURT: (late start in recording) everyone.
3 Please be seated.

4 Again, good afternoon and welcome. I'm Judge
5 Culp. Let's see, I recognize Mr. Gunn. I recognize Mr.
6 Creveling. You must be Mr. Hamilton.

7 MR. HAMILTON: I am indeed, Your Honor.

8 THE COURT: Okay.

9 MR. HAMILTON: Good afternoon.

10 THE COURT: Good afternoon and welcome.

11 Let me put on the record this afternoon we're
12 dealing with... The case is actually *Gebbers v. Donna*
13 *Alma, Fred Alma, David Creveling* and others as Defen-
14 dants, and then David Creveling, as a third-party Plain-
15 tiff, versus Donna Alma, Fred Alma, Jennifer Creveling
16 and so forth, 03-2-182-3 is the case number, and we're
17 actually here this afternoon, then, Mr. Hamilton, on
18 your motion first to shorten time, and, and then to
19 intervene on behalf of, I suppose they're -- they'd be
20 characterized as really sort of third-party property
21 owners who, as I understand it, bought property from the
22
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1 former Mrs. Creveling --

2 MR. HAMILTON: Actually, it's a little more
3 convoluted than that, Your Honor, (inaudible - away from
4 mic) Mrs. Creveling sold it to --
5

6 THE COURT: Right.

7 MR. HAMILTON: -- a company called Caribou
8 (phonetic) --

9 THE COURT: Oh, okay.

10 MR. HAMILTON: -- who then sold it to some of the
11 third-parties, some of the third parties have also
12 purchased it from fourth parties, etcetera, on resale
13 from Caribou.
14

15 THE COURT: Okay. Alright.

16 MR. HAMILTON: So it's a little more attenuated,
17 but, but, yes.
18

19 THE COURT: Okay.

20 So, indeed, these are people who probably
21 don't have any idea who Mr. Creveling is, because he was
22 out of the picture by virtue of the divorce or dissolu-
23 tion from some years ago.
24

25 Then, Mr. Creveling, this afternoon you filed

1 and your motion also (sic) to shorten time, and you
2 filed basically your request to deny the intervenors'
3 motion, and, in essence, reaffirm the, the default taken
4 against the former Ms. Creveling, now known apparently
5 as Holmes, that's her last name after the divorce. And,
6 then, you also asked me to do a number of things in a
7 separate case from 2004, and that, that case is not
8 before the Court this afternoon. I'll only be dealing
9 with issues involved in this 03 case.
10

11
12 You have your own motion for shortening time,
13 and so I'm guessing, gentlemen, it's probably agreed
14 that we would go ahead this afternoon on short notice.
15 Mr. Hamilton, anything you want to say in support of
16 your motion to shorten time?
17

18 MR. HAMILTON: No. I mean, Mr. Creveling is here.
19 He's obviously filed a pleading. I received that when I
20 walked in earlier, so I think it would be stipulated by
21 the parties to be forward (sic) on shortened time.
22

23 THE COURT: Okay.

24 Mr. Creveling, I assume you want to go ahead
25 today, too, on short notice, as you've requested, isn't

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that correct?

MR. CREVELING: On, on my pleadings, yes.

THE COURT: Okay.

MR. CREVELING: Mr. Hamilton never put in a notice of appearance representing his clients, so I don't feel that his motions can be brought today.

THE COURT: Well, I don't know that you care about that so much as long as you've got the matter that's before the Court, isn't that right?

MR. CREVELING: Yes.

THE COURT: And he's here now.

MR. CREVELING: Yes.

THE COURT: So, tell me how that makes any difference.

MR. CREVELING: You would only hear my motions if, if his wasn't properly before the Court.

THE COURT: Oh. Well, but it -- It's properly before the Court in the sense that it's filed and you have notice of it. The question is: Do you have adequate notice? And that's why there's this question about shortening the time, just as you're requesting

1 that the Court shorten the time in order to allow you to
2 file and have your matter heard also.

3 MR. CREVELING: Yes.

4
5 THE COURT: So, if I'm going to hear yours, it
6 requires that I hear his first or as part of it because
7 yours is asking me to reaffirm.

8 MR. CREVELING: Okay.

9
10 THE COURT: It seems to me it's, it's really not a
11 big deal, and since you are here, you did have notice,
12 and, in fact, you've had time in which to respond to it,
13 which you did. So the Court grants the motion to
14 shorten time on behalf of both parties, and with that, I
15 think my only question -- This is, this is a little
16 unusual, Mr. Hamilton, in the sense that it's a motion
17 to intervene by people who are not parties to the case
18 yet. They're wanting to become parties for purposes of
19 setting aside the default. So my question to you is
20 this: What notice, if any, would the other parties be
21 entitled to of your motion today?
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24 MR. HAMILTON: Other parties being Gebbers, Alma,
25 etcetera?

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THE COURT: Right.

MR. HAMILTON: We served Plaintiffs' Counsel, and he withdrew. He, he announced that he didn't want any part of this and he considered the matter done. So, from that standpoint, notice was provided to Plaintiff as to it's -- as to their involvement. I'm not aware of any other Counsel that was involved in that.

THE COURT: Okay. Okay.

And, Mr. Gunn, what do you view as your role today?

MR. GUNN: Your Honor, I represent one of the land-owners, Methow River Ranch, and so they asked me to be present for this motion.

THE COURT: And are they a subsequent purchaser, then?

MR. GUNN: They are for Caribou, yes, Your Honor.

THE COURT: Okay. Alright. So I assume you're in favor of Mr. Hamilton's motion?

MR. GUNN: That's correct, Your Honor.

THE COURT: Okay.

MR. GUNN: I have no objections now.

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THE COURT: Alright.

Okay. Mr. Hamilton, I've read your motion and I would invite you to add to it anything as you wish.

MR. HAMILTON: Which motion, Your Honor? The motion to intervene?

THE COURT: Yes.

MR. HAMILTON: Okay. No, I think, I think the motion stands. I just want to emphasize that Mr. Creveling is, is attempting to collect rent and do other things. I think that it's necessary for the owners of the real property to be involved in this so that they could set aside the default judgment. They need a venue, obviously, to get the default judgment (sic) so they could have standing. I think they've established standing by virtue of being the owners of the real property. So, I, I request that the Court grant our motion -- limited motion to intervene. We don't care about the underlying substance so much as, as removing the cloud on title.

THE COURT: And, and in terms of -- You're wanting to intervene, but then you're also, I think today,

1 aren't you, wanting the Court to consider setting aside
2 the default?

3 MR. HAMILTON: Absolutely. Absolutely. Because,
4 again, it acts as a cloud to title. As to the substan-
5 tive matters between Gebbers, Alma, Mr. Creveling,
6 etcetera, we really don't care, as a general rule. The
7 only reason that my clients care is limited to the fact
8 that Mr. Creveling was able to obtain a default judgment
9 against his former spouse, which judgment asserts a
10 transfer of real property back to him, which acts dia-
11 metrically opposite to the previous Court order, Court
12 orders in the matter, as well as the warranty deed.

13 THE COURT: Have you talked with an attorney,
14 Robert Dodge, by chance about all of this?

15 MR. HAMILTON: I have not. Mr. Dodge withdrew
16 almost immediately after this matter came up, and, in
17 fact, his letter was attached to, I think, one or --

18 THE COURT: Uh-huh (affirmative).

19 MR. HAMILTON: -- two of the declarations --

20 THE COURT: Yeah.

21 MR. HAMILTON: -- basically saying, "My work is
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done. I have no further involvement."

THE COURT: Right. Okay. Okay. Thank you.

Mr. Gunn, anything to add --

MR. GUNN: No, Your Honor, no.

THE COURT: Alright.

MR. GUNN: No.

THE COURT: Mr. Creveling, comments in response to the motion?

MR. CREVELING: Yes, I, I don't believe that they have cause to bring this against me. The default judgment is good, and their cause of action will be against their title insurance companies, not me. They weren't a party to this. They took the property subject to this lawsuit. The *lis pendens* was properly filed in the Court and in the Auditor's Office, and the liens were properly filed in the Court and in the Auditor's Office.

THE COURT: When was the *lis pendens* filed?

MR. CREVELING: Um... Like June 2003. It was eight -- It's five to eight days before Jennifer sold the property is when the *lis pendens* was filed.

Lis pendens was filed in the Okanogan County

1 Auditor's Office and in the Court case on June 6th 2003,
2 and Jennifer sold the property, her signature is, is
3 notarized as June 15th, but the notary signed his signa-
4 ture the 18th of June. It was either five or eight days
5 later.
6

7 THE COURT: What was the basis -- I, I know that
8 there was lengthy litigation over that, and I know there
9 had been a number of Judges and a number of orders
10 signed and so forth.
11

12 MR. CREVELING: Judge Allan ruled that my claims
13 were, were, were still in effect. The order that, that
14 Mr. Hamilton is referring to that he thinks cancels this
15 out was in that other case, in the 04-2-0014-1 (sic)
16 case, and that was before Judge Small. That was the
17 case of Jennifer Creveling Holmes versus Dewade
18 Creveling, my uncle, and Carolrae Caughey, my cousin,
19 for the payoff on the seller's assignment, the seller's
20 interest in the property, and my uncle transferred the
21 seller's interest in the property to me, so I became
22 intervenor since I own that interest in the contract,
23 and the Judge set the payoff amount, with additional
24
25

1 interest.

2 THE COURT: When was that?

3 MR. CREVELING: That order was signed by Judge
4 Small on January 9th 2006, and it was quite clear, we
5 argued it pretty hard that date, and it was quite clear
6 that, that Judge Small did not award anything more than
7 just the payoff on the seller's interest in the
8 contract.
9

10 THE COURT: And was that in the 04 case?
11

12 MR. CREVELING: Correct. So that left all of my
13 other claims in my other case unaffected by the 04 case.
14

15 THE COURT: Okay.

16 MR. CREVELING: And Randy Thies presented an order
17 trying to say that it, that it wiped out my claims in,
18 in the 03 case, and Judge -- Yes?

19 THE COURT: 03 or 04?
20

21 MR. CREVELING: Trying to wipe out the claims in my
22 03 case where I counterclaimed.

23 THE COURT: In this case, 182-3 from 2003 or a
24 different one?

25 MR. CREVELING: No, in 04-2-0014-1 (sic), Randy

1 Thies presented an order trying, trying to do away with
2 the 03 case, my, my claims in the 03 case, and, and
3 that's my Exhibit number E, and Judge Small was kind of
4 harsh with him for trying that and he crossed out the
5 last line of the order he presented and signed the order
6 that's my Exhibit F. He removed Randy Theis's language
7 so that it only affected the 04 case.
8

9 THE COURT: Okay. So that's 04-2-014-1 (sic).
10

11 I, I guess what I'm trying to do is, in the
12 big picture, see the correlation between the 04 case and
13 the 03 case, and, frankly, I'm not familiar enough with
14 the file, files to know what that is. What, what
15 bothers me...
16

17 MR. CREVELING: The 04 case was only on the payoff
18 on the seller's interest in the property. Had nothing
19 to do with any claims in the 03 case.
20

21 THE COURT: When did you and Ms. Holmes get
22 divorced?

23 MR. CREVELING: She started divorce proceedings
24 against me in '97, and it took five years.
25

THE COURT: So you got divorced in 02?

1 MR. CREVELING: That's correct, I believe.

2 THE COURT: And, apparently, there was some -- as
3 part of the divorce, either settlement or, or Court
4 decision, she received a deed to some property?
5

6 MR. CREVELING: Subject to her paying me a percen-
7 tage of the sale, which she has never paid me anything.

8 THE COURT: So bring me up to date, then. How did
9 you... Is that the nature of the litigation in the 04
10 case?
11

12 MR. CREVELING: That's part of the litigation,
13 because that is filed in there as one -- as part of it
14 under that, that, that '98 case, and the other part of
15 it is the having bore false witness part (sic).
16

17 THE COURT: Okay.

18 MR. CREVELING: And that was what she did to gain
19 the property.
20

21 To gain the property, she testified that she
22 put a bunch of money into the property, and she didn't.
23 She had no money when I married her. She was in debt.

24 THE COURT: Okay. So she was the plaintiff in that
25 action against you, and Mr. Thies was representing her

1 at the time of the hearing, and Judge Small ultimately
2 signed the order. That's when he crossed the out the
3 last sentence that you mentioned, and that was in
4 January of 06?
5

6 MR. CREVELING: Correct.

7 THE COURT: Okay. And, so, then there's reference,
8 Mr. Hamilton, if I could just come back to you for a
9 second, in your motion and part of the supporting
10 material on page 6, the last paragraph at line 19, if
11 you could find that. That paragraph begins... I'll let
12 you just find it here. Got it, page 6, at line 19, the
13 last paragraph begins, "The effect of the 2006 warranty
14 deed?"
15

16 MR. HAMILTON: Yes.

17 THE COURT: Okay. "Conveyed the entire estate held
18 by Mr. Creveling in the property at that time and any
19 after-acquired title." What, what is that referring to?
20

21 MR. HAMILTON: Your Honor, that -- It's interest-
22 ing we're all back on the same Court order, which is
23 Judge Small ordered Mr. Creveling to sign over this
24 warranty fulfillment deed, and that is that deed Mr.
25

1 Creveling refused to do or failed to do, and so the
2 Court, pursuant to this order, entered a statutory
3 warranty fulfillment deed, fully transferring whatever
4 claim to title there was to Jennifer Creveling to make
5 it abundantly clear that she had accomplished whatever
6 she needed to do, and that she's entitled to the full
7 property. A fair reading of the order indicates that
8 once she pays the money into the Court's registry, that
9 -- or Mr. Creveling is to sign the statutory warranty
10 deed, if he fails to do that, the Clerk was directed to
11 do that. Exhibit number 2 in my declaration is a copy
12 of that statutory warranty deed.

13
14
15 THE COURT: Okay. So it is one and the same, then,
16 between the two lawsuits?

17
18 MR. HAMILTON: Uh-huh (affirmative).

19 MR. CREVELING: In other words, the, the 04 action
20 has a bearing on the title in the 03 case because it's
21 this same property, isn't it, that ultimately --

22
23 MR. HAMILTON: It's all the same real property.

24 THE COURT: Okay.

25 MR. HAMILTON: It's been litigated and litigated --

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THE COURT: Okay.

MR. HAMILTON: -- and, and ultimately the property was transferred to Jennifer Holmes, title was given to her, and a statutory warranty deed was provided to her.

THE COURT: Okay. Okay.

MR. HAMILTON: Such that she was free, then, to sell the property to Caribou.

THE COURT: Okay. And that's, that's just what I wanted to make sure of is that I wasn't missing something in the fact that we are talking about the same piece of property between the two cause numbers. Okay.

Alright. So thank you. I'll come back to you for any final comments, Mr. Hamilton, in just a moment, but, Mr. Creveling, anything else you want to say for purposes of this afternoon?

MR. CREVELING: No, I just want to restate that, that her complaint was only for the -- in the 04 case was only for payoff on the seller's interest in the property, and my complaint in the 03 case was for the return of the buyer's interest, which was the only interest she held at the time.

1 THE COURT: Okay. Well, alright, thank you.

2 And, Mr. Hamilton, any response?

3 MR. HAMILTON: I'm not sure exactly where we are,
4 Your Honor, but we're talking about the same parcel of
5 property that title is fully vested in Jennifer
6 Creveling, pursuant to the Court order and statutory
7 warranty deed. Mrs. Creveling, or the former Mrs.
8 Creveling, according to the Court order, has done every-
9 thing she's supposed to do, and was entitled to the
10 warranty deed, which the Court then entered. All of
11 which underscores the need for my client to be able to
12 address the underlying default judgment, in which the
13 Court's transferred title to her former property back to
14 Mr. Creveling.

15 THE COURT: Mr. Bozarth (phonetic), you're here as
16 a spectator, I assume?

17 MR. BOZARTH: I am, Your Honor.

18 THE COURT: Okay. The County doesn't have any
19 interest in this?

20 MR. BOZARTH: No.

21 THE COURT: Alright.

1 MR. BOZARTH: Just the (inaudible - away from mic)
2 THE COURT: Mr. Creveling, what -- It's none of my
3 business, but apparently Mr. Dodge does not represent
4 you anymore, is that right?
5 MR. CREVELING: Correct.
6 THE COURT: And he is the one who presented the
7 default -- the order of default to the Court on your
8 behalf, Judge Burchard signed that. He's also the one
9 who presented *ex parte* to me the actual judgment, and
10 which I reviewed the file and didn't find a notice of
11 appearance, I didn't find any answer, and, and so I
12 signed it. The difficulty is that, I think both Judge
13 Burchard and for myself anyway (sic), and I suspect
14 perhaps even Mr. Dodge, but I'm not sure about that, had
15 no way of knowing the ramifications of what this default
16 would do in terms of your position and, and, and the
17 effect on, on what appear to be bona fide subsequent
18 purchasers of the property. And when I say bona fide, I
19 don't have any reason to know, I, I don't know what
20 happened in terms of the timing with your *lis pendens*
21 and when that was filed in terms of any real estate
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1 transactions involving Ms. Holmes. I, I don't know
2 anything about that. I don't have any reason to doubt
3 your dates, and it may be that there's litigation there
4 for another day, I don't know.
5

6 But what I do know is that at this point in
7 time it seems as if there are people, there are parties
8 who purchased this property thinking that they were
9 purchasing it in good faith and with clear title, and
10 it's important that we go back now and... Mr. Hamilton,
11 I don't -- I, I understand what you're thinking with
12 vacating the default. I wonder if the Court couldn't
13 fashion some order which enjoined or prohibited Mr.
14 Creveling from taking action to charge rent or put his
15 cattle on it or otherwise use it, but that may not be
16 sufficient because of any title issues. Is that your --
17 It's probably your larger concern?
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20 MR. HAMILTON: That is very much their concern,
21 Your Honor. It's the, the latter -- excuse me, the
22 former part as to cattle, rent, is subject to the
23 restraining order, but beyond that, it, it acts as a
24 cloud on title and impacts them in very real ways.
25

1 The -- It goes -- The underlying default
2 judgment, I think from a procedural standpoint, needs to
3 be set aside. And that's not to say that Mr. Creveling
4 can't get, at a later date, a default judgment against
5 his wife for the money he claims she owes, *etcetera*, but
6 the default judgment itself, which attempts or purports
7 to transfer title, I think, is, is not proper from the
8 standpoint of the it's based on a pleading (sic) that
9 didn't set forth sufficient facts in evidence, and, and
10 from that standpoint I think that it was not supported
11 in the record, and I think that the attempt to transport
12 after-acquired title, pursuant to a Court order, is, is
13 improper, but doesn't necessarily get or doesn't get Mr.
14 Creveling anything by (inaudible - away from mic) of the
15 warranty deed essentially kicks it back to Caribou
16 eventually, and then to the, the purchasers. So, from
17 that standpoint, he may be entitled to a default order,
18 he may be entitled to a default judgment seeking what-
19 ever damages he, he has against his former spouse, but I
20 don't believe he's in any way, shape or form entitled to
21 obtain title to real property that hasn't been in his
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1 former spouse's name for nearly a decade.

2 THE COURT: Okay.

3 I'm going to sign an order on presentation
4 which does vacate the default judgment.
5

6 Mr. Creveling, in my view, your action or your
7 remedy here is against your ex-wife. If you feel that
8 she didn't pay you whatever amount you're entitled to,
9 then the action is against her, it is not, your action
10 is not against people who came along later and who
11 bought this property in a legitimate fashion, and under
12 circumstances that it appears were, were totally proper.
13 In other words, you can't come back some years later and
14 say, "Just because my ex-wife didn't pay me what she was
15 supposed to," if she didn't, you can't now take these
16 people's property from them. That's just not right.
17 And, so, in the interest of justice, it's appropriate to
18 set this aside, and without a default judgment, then you
19 don't have any right to -- as far as I'm concerned, you
20 don't have any right to charge rent. There's no right
21 to run your cattle.
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25 Mr. Hamilton, I don't know that I need to --

1 I don't think it's appropriate that I necessarily quiet
2 title in them because... Well, I'm simply going to
3 restrain -- If there's a default -- If the default's
4 set aside, then he doesn't have any right.
5

6 MR. HAMILTON: I'm not going to quibble with you on
7 that.

8 THE COURT: Okay.

9 MR. HAMILTON: I believe, believe that's accurate
10 because if the default judgment is set aside, the cloud
11 is removed, and I think we're, we're fine.
12

13 THE COURT: Okay.

14 So, again, Mr. Creveling, you certainly can
15 disagree with this, but I, I just hope you understand,
16 as far as I'm concerned, your remedy here is against
17 your ex-wife, Ms. Holmes, it is not against these
18 people, the named parties seeking to intervene.
19

20 So, with that, Mr. Hamilton, anything further?

21 MR. HAMILTON: I have nothing further, Your Honor.
22

23 I do have three forms of the order to present
24 to the Court if -- one on the motion to shorten time and
25 motion to intervene and on the motion to vacate, but if

1 the Court has its own order presented, we'll...

2 THE COURT: Do you have proposed orders right
3 there?

4 MR. HAMILTON: I do.

5 THE COURT: I'll sign them, please, and...

6 MR. HAMILTON: Here's the motion to shorten time
7 order. Order on motion to intervene.
8

9 THE COURT: Okay. Let's see, if I could just have
10 all three of them.
11

12 MR. HAMILTON: Sure.

13 THE COURT: What I'm doing is adding copy received
14 language in a place for Mr. Creveling to sign them.
15

16 Mr. Creveling, by signing there where it says
17 copy received on the back page, you're not, you're not
18 necessarily agreeing with them; you're simply acknowl-
19 edging receipt of a copy of it. And I am going to, I'm
20 going to delete -- In the caption of the order vacating
21 default judgment, I'm going to delete language, quote,
22 quieting title and granting restraining order, because,
23 again, in my view, and, Mr. Hamilton, if this continues
24 to be an issue, let me know. I, I find Mr. Creveling to
25

1 be very good at, at cooperating with Court orders. He
2 may not like them, but once they're signed, in my
3 experience, he does abide by them, so I don't think
4 there's going to be a continuing issue with regard to
5 rent or cattle or anything like that, so I have deleted
6 that language from the caption.
7

8 Okay. So I'll ask you to sign those. Mr.
9 Creveling, you'll sign them, and, again, by signing them
10 you're not necessarily agreeing, and I guess, I guess I
11 got ahead of myself, I'm sorry, you had the last page,
12 it's already there, sorry. That's what happens when I -
13 -

14
15 MR. CREVELING: They have a restraining order on
16 page 2 also.
17

18 THE COURT: Mr. Hamilton, I'll... On page 2 is
19 there language about a restraining order?
20

21 MR. HAMILTON: (inaudible - away from mic) Yes --

22 THE COURT: Okay. That --

23 MR. HAMILTON: -- actually, the third paragraph
24 does --

25 THE COURT: We'll just delete that, then.

1 MR. HAMILTON: -- provide that there.

2 THE COURT: It's not necessary.

3 MR. HAMILTON: Okay. (inaudible - away from mic)
4 vacating default judgment, I think consistent with the
5 Court's ruling, we actually should redact that, lines 14
6 through 22 --
7

8 THE COURT: Is that quiet title and restraining
9 order?
10

11 MR. HAMILTON: Yes, parts of it, yes.

12 THE COURT: Okay.

13 MR. HAMILTON: But --

14 THE COURT: The last time I tried to mark this up,
15 though, I...
16

17 MR. CREVELING: Lines 8 through... And, Your
18 Honor, we've got cows in Section 16 (inaudible - away
19 from mic) do have to push those cows back in at times.

20 THE COURT: Well, you know the law in that regard,
21 Mr. Creveling, so --
22

23 MR. CREVELING: We have the right to get our cows
24 back in range --

25 THE COURT: I'm just telling you you know what the

1 law is.

2 MR. CREVELING: Right. I don't want an attorney to
3 come back (inaudible - away from mic) in that regard.

4 THE COURT: Okay. Well, that's a matter where I
5 suspect law enforcement would be called, and if there's
6 a problem, it would be dealt with, but it's not really
7 an issue for me to have worry about today. I mean, I
8 understand what your concern is. I think you're -- that
9 you'll be responsible in that regard. If something
10 happens, it'll be dealt with.

11 What I've done is to delete and initial the
12 paragraphs on page 2 regarding quieting title and
13 restraining order, okay?

14 MR. CREVELING: Okay.

15 THE COURT: So I've signed that. I'm also going to
16 sign, then, the order to shorten time and the order to
17 allow intervening.

18 MR. CREVELING: And hen will you providem e with a
19 copy of this?

20 MR. HAMILTON: As soon as --

21 CLERK: I will provide a copy to him.

1 MR. HAMILTON: Okay. Okay.
2 THE COURT: Okay.
3 Mr. Gunn, there's a place here for you to sign
4 these also.
5
6 MR. GUNN: Alright.
7 THE COURT: So, Mr. Creveling, I'm curious, did
8 your wife ever pay you the money?
9 MR. CREVELING: No.
10 THE COURT: Okay. You need to, you need to seek
11 that remedy against her, then.
12
13 MR. CREVELING: She was thrown in prison for beat-
14 ing one of her boyfriends up with a lead pipe --
15
16 THE COURT: Uh-huh (affirmative).
17 MR. CREVELING: -- after she moved another boy-
18 friend in with her in the first place (inaudible - away
19 from mic) She had a public defender.
20 THE COURT: Is she still there?
21 MR. CREVELING: I don't know.
22 THE COURT: Okay. Well --
23 MR. CREVELING: I, I (inaudible - away from mic)
24 come home from work, you know (inaudible - away from
25

1 mic)

2 THE COURT: Well, I'll wish you good luck in that
3 regard. You're familiar enough with the legal system,
4 you know, you know what to do.

5 MR. CREVELING: (inaudible - away from mic) you
6 don't have to work anymore.

7 THE COURT: Well, that's --

8 MR. CREVELING: I work hard (inaudible - away from
9 mic)

10 THE COURT: It was somewhat humorous, your comment,
11 I mean, but my point remains, you know the legal system
12 well enough that you need to pursue that remedy against
13 her.

14 MR. CREVELING: My judgment, my judgment (inaudible
15 - away from mic)

16 THE COURT: Oh, you already have one against her?

17 MR. CREVELING: Against that real property.

18 THE COURT: No, against her for whatever it was
19 that she was supposed to pay you.

20 MR. CREVELING: No, it's in that, in that cause
21 number that I gave (inaudible - away from mic) real
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1 property.

2 THE COURT: But that was -- would've been super-
3 seded, I'm guess, I don't know this, but I'm guessing by
4 whatever happened in your divorce in 2002.
5

6 MR. CREVELING: No (inaudible - away from mic)
7 that's what I'm talking about. That's the '98 case.

8 THE COURT: Sorry, I'm not following that.

9 MR. CREVELING: (inaudible - away from mic) a
10 default against real property.
11

12 THE COURT: Well, regardless of that, it -- there's
13 just no way, then, that subsequently these people who
14 purchased this property stand to lose it just because of
15 whatever your ex-wife, I keep stressing that, did or
16 didn't do in terms of the Court order that she pay you
17 (sic). Because of that order in 04 that directs that
18 the deed be granted, this is in 06, these people had the
19 right to buy it.
20

21 I've signed the orders and we'll get copies.
22 Is that right? Okay.
23

24 MR. CREVELING: Thank you, Your Honor.

25 THE COURT: Alright.

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Okay. Mr. Hamilton, anything else?

MR. HAMILTON: No.

THE COURT: Alright.

MR. HAMILTON: Thank you very much, Your Honor.

THE COURT: Thank you. We're in recess.

CLERK: All --

(END OF HEARING - 4:35:51 p.m.)

