No. 92135-1

SUPREME COURT FOR THE STATE OF WASHINGTON

No. 71724-3
COURT OF APPEALS, DIVISION ONE
OF THE STATE OF WASHINGTON

MARISA BAVAND,

Appellant/Plaintiff,

v.

CHASE HOME FINANCE, LLC, et al,

Respondents/Defendants.

RESPONDENTS CHASE HOME FINANCE, LLC, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AND FEDERAL NATIONAL MORTGAGE ASSOCIATION'S ANSWERING BRIEF TO APPELLANT'S PETITION FOR REVIEW

Marshall & Weibel, P.S.
Attorneys for Respondents
Chase Home Finance, LLC
Mortgage Electronic Registration Systems, Inc. and
Federal National Mortgage Association
Adam G. Hughes, WSBA#34438
720 Olive Way, Suite 1201
Seattle, WA 98101
(206) 622-5306 Phone
(206) 622-0354 Fax
Email: ahughes@bwmlegal.com

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I. INTRODUCTION

Plaintiff Marisa Bavand stopped making mortgage payments on one of her multiple properties in September 2010, and thereafter filed this lawsuit in order to delay the rightful foreclosure proceedings that followed (but were stopped). At all times relevant, Respondent Chase Home Finance, LLC (and its successor JPMorgan Chase Bank, N.A.) (collectively "Chase") possessed the note with a blank indorsement and, thus, was the proper beneficiary under the deed of trust and entitled to enforce its terms as provided by the Uniform Commercial Code and chapter 61.24 RCW (the "DTA"), and as interpreted in *Bain v. Metropolitan Mortgage Group, Inc.*, 175 Wn.2d 83, 104 (2012), and the Court of Appeals' decision in *Trujillo v. Northwest Trustee Servs, Inc.*, 181 Wn. App. 484, 326 P.3d 768 (2014), *reversed on other grounds*__ Wn.2d __, 2015 WL 4943982 (August 20, 2015). Plaintiff's claims to the contrary are entirely unsupported.

II. STATEMENT OF CASE

On or about March 18, 2004, Plaintiff Marisa Bavand entered into the Loan agreement with Capital Mortgage Corporation, a Washington Corporation ("Capital Mortgage"). CP 1558-1561. Plaintiff borrowed $160,000 from Capital Mortgage, and executed a Deed of Trust in favor of Capital Mortgage, encumbering the real property commonly known as 628

168th Pl. SW, Lynnwood, WA 98037 ("Deed of Trust"). CP 1563-1580. The Deed of Trust was recorded under Snohomish County Recording No. 200403310204. *Id.* The Deed of Trust lists Capital Mortgage as the "Lender," Joan H. Anderson EVP on behalf of Flagstar Bank FSB as "trustee," and Mortgage Electronic Registration Systems, Inc. ("MERS") as a separate corporation that is acting solely as nominee beneficiary for the lender and lender's successors and assigns. *Id.*

The original Note was specially indorsed by Capital Mortgage to Flagstar Bank FSB (Flagstar"), then indorsed in blank by Flagstar Bank. Chase Home Finance, LLC began servicing the loan on or about October 1, 2004. CP 1554. Chase received physical possession of the note on November 24, 2004, and retained possession at its facility located at Chase Custodial Services, 780 Delta Dr., Monroe, LA 71203 at all times relevant to the claims made in the Complaint. *Id.*

Federal National Mortgage Association ("Fannie Mae") became the investor on the Loan on or about April 8, 2004, was the investor when servicing of the loan was transferred to Chase in 2004, and is the current investor. CP 1554. At the relevant time, Chase had an agreement with Fannie Mae to service the loan pursuant to Fannie Mae's Servicing Guide published at https://www.fanniemae.com/content/guide/svc061011.pdf as referenced at CP 1554.

Plaintiff failed to make her monthly payments on September 1, 2010, and accordingly Chase initiated nonjudicial foreclosure proceedings. CP 1554.[1] On February 1, 2011, MERS executed an Assignment of Deed of Trust transferring any interest it had in the Deed of Trust to Chase Home Finance, LLC. The Assignment of Deed of Trust was recorded under Snohomish County Recording No. 201102020358. CP 1582. At Chase's direction, an Appointment of Successor Trustee was executed on February 1, 2011, by Ken Patner, Vice President of Northwest Trustee Services, Inc., attorney in fact for Chase Home Finance, LLC under a power of attorney recorded under Snohomish County Recording No. 200902090295. CP 1584. The Limited Power of Attorney grants NWTS authority to execute appointments of successor trustees on Chase's behalf. The Appointment of Successor Trustee appointed Northwest Trustee Services, Inc. ("NWTS") as trustee under the Deed of Trust and was recorded under Snohomish County Recording No. 201102020359. CP 1586-1588.

NWTS issued a Notice of Default dated February 1, 2011, which was sent to Plaintiff, stating that the arrears, including past due payments, costs

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[1] Chase initiated the foreclosure pursuant to the Fannie Mae Single Family Servicing Guide. *See Servicing Guide*, Part VIII, Chapter 1, Section 102.

and fees to that date were $7,549.72. *Id.* at Exhibit F. The Notice of Default was signed by Chase Home Finance, LLC through its authorized agent NWTS. Chase Home Finance, LLC was identified as the party to whom the debt was owed, as the holder of the Note, and as the beneficiary under the Deed of Trust. CP 1590-1592.

On May 1, 2011, Chase Home Finance, LLC merged with JPMorgan Chase Bank, National Association, under the name "JPMorgan Chase Bank, National Association." CP 1594-1597.

On January 26, 2012, JPMorgan Chase, N.A., as successor by merger to Chase Home Finance, LLC, executed a Beneficiary Declaration, attesting as follows: "JPMorgan Chase Bank, National Association is the holder of the promissory note or other obligation evidencing the above-referenced loan." CP 1599. At the time the Beneficiary Declaration was executed, the original Note, indorsed in blank, was in the physical possession of JPMorgan Chase Bank, N.A. at Chase Custodial Services, 780 Delta Dr., Monroe, LA 71203. CP 1555-1556.

On or about May 2, 2012, at Chase's direction, NWTS issued a Notice of Trustee's Sale, which was recorded under Snohomish County Recording No. 201205100345. CP 1600-1603. The trustee's sale was set for August 10, 2012.

After Plaintiff filed the above referenced suit on August 20, 2012, Chase agreed to postpone the trustee's sale. CP 1556. The sale date has since lapsed and there is no pending trustee's sale scheduled. *Id.*

In January of 2014, Chase, MERS, and Fannie Mae filed a joint motion for summary judgment, with supporting declarations, to dismiss all of Plaintiff's claims against them. CP 1532 - 1623.

On March 26, 2014, the trial court granted Chase, MERS, and Fannie Mae's motion for summary judgment. CP 52 - 56. The trial court also entered an Order striking the Declaration of Tim Stephenson on that same day. CP 57 - 59.

On April 3, 2014, Plaintiff filed her Notice of Appeal, seeking review of the trial court's orders of March 26, 2014. CP 41 - 51. The Court of Appeals affirmed in an unpublished decision issued on July 20, 2015. Plaintiff then filed her current Petition for Review on August 18, 2015.

III. ARGUMENT

A. Criteria Provided by RAP 13.4(b) Not Met With Regard to "Proof of Ownership" issue Because Chase Held the Note and its Beneficiary Declaration was Unambiguous

Pursuant to RAP 13.4(b), a petition for review will be accepted by the Supreme Court of Washington only:

> (1) If the decision of the Court of Appeals is in conflict with a decision of the Supreme Court; or

(2) If the decision of the Court of Appeals is in conflict with another decision of the Court of Appeals; or

(3) If a significant question of law under the Constitution of the State of Washington or of the United States is involved; or

(4) If the petition involves an issue of substantial public interest that should be determined by the Supreme Court.

RAP 13.4(b).

Plaintiffs' petition for review fails to meet any of these criteria. The Court of Appeals' decision does not conflict with any decision of the Washington Supreme Court, and is in fact consistent with this Court's decision in *Trujillo v. Northwest Trustee Services*, __ Wn.2d __, 2015 WL 4943982 (August 20, 2015), contrary to the Plaintiff's hope when filing her petition. That is, the beneficiary declaration in this case confirmed that Chase was the holder of the promissory note and did not contain the ambiguous language that this Court found problematic for the Trustee's defense in *Trujillo*. CP 1599 ("JPMorgan Chase Bank, National Association is the holder of the promissory note or other obligation evidencing the above-referenced loan.")

a. Chase is the "Holder" of the Note and Entitled to Enforce the Note and Deed of Trust and Appoint Northwest Trustee Services, Inc. as Trustee.

For more than 50 years, Washington's negotiable instrument enforcement law has been the Uniform Commercial Code's ("UCC") Article 3. Under that law, a promissory note is a negotiable instrument. RCW 62A.3-104(a), (b), and (e). A note may be enforced by, "the holder of the instrument...." RCW 62A.3-101. In turn, "holder" is defined as the "person in possession of a negotiable instrument that is payable either to bearer or to an identified person that is the person in possession." RCW 62A.1-201(b)(21)(A). In other words, the holder possesses a note payable or indorsed to itself or in blank. If a note is made payable to an identified person, the note may be negotiated to another who thereby becomes its holder by transferring possession of the note and by indorsement of the note by its holder. RCW 62A.3-201.

The UCC's Permanent Editorial Board recently reaffirmed application of these laws to notes secured by deeds of trust. *See* CP 1535 - 1551 ("PEB Report"). Seeking to "identify[] and explain[] several key rules in the UCC that govern the ... enforcement of notes secured by a mortgage [or Deed of Trust] on real property," the Board stated:

> The first way that a person may qualify as the person entitled to enforce a note is to be its "holder." This familiar concept, ... requires that the person be in possession of the

> note and either (1) the note is payable to that person or (ii) the note is payable to bearer. Determining to whom a note is payable requires examination not only of the face of the note but also of any indorsements. This is because the party to whom a note is payable may be changed by indorsement so that, for example, a note payable to the order of a named payee that is indorsed in blank by that payee becomes payable to bearer.

PEB Report, p. 5 (fns. omitted). The UCC's indorsement provisions are also Washington law. RCW 62A.3-204(a), RCW 62A.3-205(b).

This Court recognized the above UCC provisions defining "holder" and "person entitled to enforce" in non-judicial foreclosure cases in *Bain v. Metropolitan Mortg. Group, Inc.*, 175 Wn. 83, 104 (2012). Since 1998, the Deed of Trust Act has defined "beneficiary" as "the holder of the instrument or document evidencing the obligations secured by the deed of trust, excluding persons holding the same as security for a different obligation." LAWS OF 1998, ch. 295, § 1(2), codified as RCW 61.24.005(2). In *Bain*, this Court clarified that to enforce a deed of trust under the DTA, "a beneficiary must either actually possess the promissory note or be the payee." *Bain*, 175 Wn.2d at 104.

The Note at issue in this case was last indorsed in blank and was in Chase's possession from November 2004 until the time Plaintiff filed her Complaint. CP 1554, 1558-1561. Thus, under RCW 62A.1-201(b)(21)(A) and this Court's decision in *Bain*, Chase, as the holder of

the Note was the beneficiary entitled to enforce the Deed of Trust. There was no violation of the Deed of Trust Act and there is no basis for Plaintiff's requested review.

b. "Ownership" of the Note is Not a Requirement to Enforce the Deed of Trust.

To foreclose under Washington law, the foreclosing party must hold the note. *Trujillo*, 181 Wn. App. 484 (*reversed on other grounds*); RCW 62A.3-101; *Bain, supra*, 175 Wn.2d at 104; PEB Report, p. 8. Although Fannie Mae has been the investor on Plaintiff's loan since April 2004, Chase has at all relevant times been the party with the full legal right to enforce the Note under the DTA and the UCC.

As discussed above, a "beneficiary" under the Deeds of Trust Act is defined as the "holder" of the Note, and it is the beneficiary who has the right to foreclose. Imputing a separate additional "ownership" requirement to the definition of "beneficiary" under RCW 61.24.005(2) is inconsistent with the Deeds of Trust Act and the UCC and at odds with the intent of the Washington State Legislature. Washington law has long held that for a "holder" to enforce an instrument, "[i]t is not necessary for the holder to first establish that he has some beneficial interest in the proceeds." *John Davis & Co. v. Cedar Glen No. Four, Inc.*, 75 Wn.2d 214, 222-223, 450 P.2d 166 (1969).

The United States District Court for the Western District of Washington also reached the same conclusion in *Corales v. Flagstar Bank, FSB,* 22 F.Supp.2d 1102, 1107 (W.D. Wash. 2011). In determining that Flagstar as the "holder" of the note at issue was entitled to enforce the deed of trust, the court stated:

> Plaintiffs allege that Flagstar "transferred" their loan into a mortgaged-backed security fund related to Fannie Mae. However, even assuming that Plaintiffs' allegations are true, they have not established that Flagstar presently lacks authority to enforce the Deed of Trust at issue or that Flagstar lacks authority to initiate foreclosure proceedings. It is undisputed that Flagstar is in possession of the original Note at issue, endorsed in blank. Flagstar therefore is the holder of the Note with the right to enforce it and the corresponding Deed of Trust. ... [E]ven if a lender sells a loan to Fannie Mae, the lender's possession of the Note endorsed in blank means that it may foreclose in its own name. Thus, even if Fannie Mae has an interest in Plaintiffs' loan, Flagstar has the authority to enforce it. Thus, the court grants Flagstar's and MERS's motion with regard to this issue.

Corales, 22 F.Supp.2d at 1107 (citations omitted). The *Corales* holding follows this Court's reasoning in *Bain* and *John Davis & Co. supra.*

Because Chase was the actual holder of the promissory note, endorsed in blank, it had full authority to enforce it and proceed with foreclosure as this Court held in *Bain*, 175 Wn.2d at 104 (to enforce a deed of trust under the DTA, "a beneficiary must either actually possess the promissory note

or be the payee"). *See also Trujillo,* __ Wn.2d. __, at n.4 ("Wells Fargo would constitute a 'holder,' and therefore a valid beneficiary under the DTA, if it actually held the note when it made the declaration at issue."). Accordingly, the Court of Appeals' decision in this case does not conflict with this Court's jurisprudence.

The Court of Appeals decision here also does not conflict with any other Court of Appeals decision. It does not present a question of constitutional law, and does not involve any issues of substantial public interest. This case involves a sophisticated (attorney) borrower who ceased making mortgage payments on one of her multiple rental properties and has spent years attempting to avoid foreclosure without any legitimate basis. The Court of Appeals ruled correctly, and Plaintiff's petition should be denied.

B. Criteria Provided by RAP 13.4(b) Not Met With Regard to Business Records Evidence – Mahony and Mullen Declarations Properly Considered Regardless

Plaintiff's petition complains about the declarations of Lisa Mahony (of Flagstar) and Karie Mullen (of Chase) because they are purportedly inadmissible hearsay and do not meet the requirements of the business records exception. Plaintiff's arguments are incorrect and review of this issue should be denied.

Ms. Mullen's testimony establishes that Chase's records are made at or near the time of the occurrence set forth in the records, by an employee or representative with personal knowledge of the acts or vents recorded, kept and maintained by Chase in the regular course of its business, and are relied upon by Chase in the ordinary course of its business. CP 1552-1556. This, along with the collateral tracking log exhibit attached to her declaration establishes that Chase maintained possession of the Note from November 2004 through at least January 24, 2014, including at the time that the beneficiary declaration was signed on January 26, 2012. *Id.*

Ms. Mullen, an Assistant Secretary with JPMorgan Chase Bank, N.A. successor by merger to Chase Home Finance, LLC, was a qualified witness to authenticate the business records of Chase. Her testimony and the records attached to her declaration were admissible as evidence in support of Defendants' Motion for Summary Judgment. Ms. Mullen's testimony was not simply a running narrative as argued by Plaintiff.

RCW 5.45.020 provides that business records may be authenticated by a record custodian or other qualified witness. Ms. Mullen testified that she was familiar with the manner in which Chase maintained its records, including computer records, that it is Chase's routine practice to make records at or near the time of the occurrence recorded, that the records are maintained in the regular course of business, and that she reviewed the

record in setting forth the matters contained in the declaration. CP 1552-1556. Such an attestation is sufficient to qualify Ms. Mullen as a witness under Washington law. *See American Express Centurion Bank v. Stratman*, 172 Wn. App. 667, 675, 292 P.3d 128 (2012) ("Lavarta is an American Express employee who had persona knowledge of how American Express's records were kept. His declaration indicated that the account statements were kept in the ordinary course of American Express's business and the transactions within them were recorded at the time of occurrence. These documents were properly admitted."); *Discover Bank v. Bridges,* 154 Wn. App. 722 (2010); RCW 5.45.020.

Ms. Mullen's declaration is completely in line with those approved in *Discover Bank v. Bridges*, where three affiants for Discovery Bank stated in their respective affidavits that: (1) they worked for DFS, (2) two of the affiants had access to the Bridges' account records in the course of their employment, (3) the same two affiants testified based on personal knowledge and review of those records, and (4) the attached account records were true and correct copies made in the ordinary course of business. *Discover Bank v. Bridges*, 154 Wn. App. at 726.

Plaintiff's citation to *State v. Smith*, 16 Wn. App. 425, 558 P.2d 265 (1976) and *State v. Kane*, 23 Wn. App. 107, 594 P.2d 1357 (1979), are inapposite as the documents attached to Ms. Mullen's declaration are not

merely computer printouts, but are copies of account records and actual documents, including the original Note. Additionally, here, just as in *Kane*, the trial court allowed a representative of a "well-established national banking institution, maintaining multiple branches within the state" to testify about the contents of its computerized business records (subject to the normal business records exception requirement provided under RCW 5.45.020 met as described above), because "it is reasonable for a court to assume that the 'electronic-computer' equipment [of such an institution] is reliable." *Kane*, 23 Wn. App. at 112.

The Court of Appeals' decision in this case does not conflict with any Supreme Court or other appellate decision and thus Plaintiff's petition for review on this issue should be denied.

C. Plaintiff's Agency Argument is a "Red Herring" and Provides No Basis for Accepting Review.

Plaintiff's petition argues that Chase failed to establish its status as an agent for Fannie Mae, the alleged "owner" of the Note, and thus its actions violated the DTA. This argument, however, ignores the holding in *Bain supra*, confirming that Chase, as the beneficiary and holder is the party with the right to foreclose under the DTA. *Bain* explains that agency need only be established if someone is attempting to act on behalf of the beneficiary to foreclose under the DTA. *Bain*, 175 Wn.2d at 106-107. Here, Chase itself

was the beneficiary and thus no agency relationship was required to be shown.

The DTA requires the foreclosure to be conducted by the beneficiary, not a third party who might ultimately have a right to the proceeds from the holder. This is consistent with long time Washington law that for a "holder" to enforce an instrument, "[i]t is not necessary for the holder to first establish that he has some beneficial interest in the proceeds." *John Davis & Co.*, 75at 222-223. This is also consistent with the holding in *Bain* that the requirements of the DTA may not be varied by contract, thus regardless of who may have the ultimate right to the proceeds of the loan, only the beneficiary can foreclose. *Bain*, 175 Wn.2d at 107.

Regardless, even if, contrary to Washington statute and case law, evidence of Chase's status as a "holder" is insufficient to establish its authority to foreclose the Deed of Trust, Chase's servicing agreement with Fannie Mae authorizes Chase to act on Fannie Mae's behalf in directing institution of foreclosure proceedings and executing foreclosure documents. CP 1554.

D. "Expert" Declaration of Non-Expert Tim Stephenson Properly Excluded – No Basis for Review

Plaintiff's petition for review fails to identify why review of the exclusion of Tim Stephenson's declaration should be granted under RAP

13.4(b)(1). Instead, Plaintiff argues that despite a trial court's wide discretion on the admission of expert testimony, it should have come to a different decision in this case. Plaintiff fails to identify anything in particular wrong with the trial court's decision and relies only on a general holding that discretion should be exercised liberally in favor of admitting evidence. This does not meet the criteria for granting review under RAP 13.4(b)(1).

Regardless, as the trial court and Court of Appeals properly recognized, Mr. Stephenson's declaration failed to establish Mr. Stephenson as an expert, consisted almost entirely of inadmissible statements including legal conclusions, and otherwise failed to provide the trier of fact with any useful information. Mr. Stephenson's declaration was properly excluded by the trial court. CP 57-59.

It should also be noted that the Washington Attorney General and the Federal Trade Commission have both warned of the dangers of "Forensic Audits," like that of Mr. Stephenson's declaration, and courts have rightly rejected this type of attempted evidence. *See, e.g., Fidel v. Deutsche Bank Nat'l Trust Co.*, No. C10-2094, 2011 WL 2436134 (W.D. Wash. June 14, 2011).

Plaintiff's petition for review on this issue should be denied.

E. CR 56(f) Request was Properly Denied – No Basis for Review

Without any supporting argument, Plaintiff's petition asserts that the denial of her request for continuance provides a basis under RAP 13.4(b)(4) for review. Given the requirements of CR 56(f) as directly addressed by this Court, however, it is unclear how Plaintiff's failure to comply with such requirements could be an issue of substantial public interest that needs to be addressed again.

Appellate courts review a trial court's refusal to grant a continuance pursuant to CR 56(f) for abuse of discretion. *Qwest Corp. v. City of Bellevue*, 161 Wn.2d 353, 369, 166 P.3d 667 (2007). Here, absolutely no basis for finding such an abuse of discretion exists.

Just as she did at the trial court and Court of Appeals levels, Plaintiff's petition fails to address any of the requirements for obtaining CR 56(f) relief. Instead, she argues that she should have been given additional time to conduct discovery to respond to the declarations submitted in support of Respondents' motions for summary judgment so that she could challenge the declarant's competency. She fails, however, to provide any basis for such a challenge, or any reason to believe that the declarants were not competent. Plaintiff further ignores the requirement that in order to obtain CR 56(f) relief when responding to a motion for summary judgment, she was required to "provide an affidavit stating what evidence [she] seeks

and how it [would] raise an issue of material fact to preclude summary judgment." *Durand v. HIMC Corp.*, 151 Wn. App. 818, 828, 214 P.3d 189 (2009); *citing Qwest Corp.*, 161 Wn.2d at 369.

Plaintiff's petition for review of this issue should also be denied.

F. Plaintiff Has Only Petitioned for Review of Her CPA Claim Against Trustee, Not Chase, Fannie Mae, or MERS.

Plaintiff has not petitioned for review, and thus has not preserved the right to appeal, the dismissal of her CPA claim(s) against Chase, Fannie Mae, or MERS. Plaintiff's petition identifies only the trustee's alleged failure to adequately inform itself regarding Chase's right as the beneficiary to foreclose as a basis for a CPA claim. That said, given this Court's ruling in *Trujillo*, __ Wn.2d __ (August 21, 2015), Chase's status as the beneficiary as discussed above, and the language of the beneficiary declaration used here, there is also no basis for review of Plaintiff's claim against the trustee.

Additionally, no evidence or testimony provided to the trial court showed any indication that any of the Respondents were not attempting to comply with the requirements of the DTA. Acts performed in good faith under an arguable interpretation of existing law do not constitute unfair or deceptive conduct in violation of the consumer protection act. *Leingang v. Pierce County Med. Bureau, Inc.*, 131 Wn.2d 133, 155, 930 P.2d 288, 299

(1997). Here, given that multiple courts have agreed with the Respondents' interpretation of the DTA that possession of the Note indorsed in blank authorized Chase to proceed with foreclosure, Respondents' interpretation is better than just arguable, it is eminently reasonable. As such, even if this Court somehow agrees with Plaintiffs' proposed reading of the DTA, Plaintiffs' CPA claim would still fail.

G. "Little RICO" Claim Properly Dismissed – No Basis for Review

Plaintiff's petition cites RAP 13.4(b)(1) as her basis for review of her RCW 9A.82, et seq. ("Little RICO") claim, but fails to identify which Supreme Court decision the Court of Appeals' decision is in conflict with. Plaintiff argues that without the Court of Appeals' *Trujillo* decision to rely on, Respondents were allegedly attempting to collect a debt for which they had no lawful interest and threatening foreclosure of property pledged as security for such debt. As discussed above, however, given that Chase's possession of the Note endorsed in blank gives it the right to enforce the Note, Plaintiff's Little RICO claim fails before it can begin.

Little RICO was enacted to combat organized crime. *Winchester v. Stein*, 135 Wn.2d 835, 849, 959 P.2d 1077 (1998). Little RICO liability is limited to the specific listed statutory felonies, including murder, robbery, kidnapping, theft, arson, and collection of an unlawful debt. RCW 9A.82.010(4). Here, unlike the alleged equity skimming scheme in

Bowcutt v. Delta North Star Corp., 95 Wn. App. 311, 976 P.2d 643 (1999), Plaintiff has failed to identify any facts that could support a finding that Chase, MERS, or Fannie Mae violated RCW 9A.82. Regardless, Chase holds the Note and has full legal right to enforce.

Plaintiff's petition for review on this claim should thus also be denied.

IV. CONCLUSION

For the foregoing reasons, Chase, MERS, and Fannie Mae respectfully request that this Court deny Plaintiff's Petition for Review.

Respectfully submitted this 17th day of September, 2015.

MARSHALL & WEIBEL, P.S.

Adam G. Hughes, WSBA #34438
Attorneys for Respondents Chase, FNMA, and MERS

CERTIFICATE OF SERVICE

I, Kay Spading, certify that on the 17th day of September, 2015, I caused the foregoing document, **RESPONDENTS CHASE HOME FINANCE, LLC, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AND FEDERAL NATIONAL MORTGAGE ASSOCIATION'S ANSWERING BRIEF TO APPELLANT'S PETITION FOR REVIEW**, to be delivered to the following parties in the manner indicated below:

Richard Llewelyn Jones KOVAC & JONES, PLLC 1750 112th Ave NE, Ste D-151 Bellevue, WA 98004-2976 *Attorneys for Appellant/ Plaintiff*	[X]By First Class Mail [ ] By ABC Legal Messenger [X] By Email [ ] By Facsimile
Joshua S. Schaer RCO Legal, P.S. 13555 SE 36th St, Ste 300 Bellevue, WA 98006-1489 *Attorneys for Respondent/Defendant Northwest Trustee Services, Inc.*	[X] By First Class Mail [ ] By ABC Legal Messenger [X] By Email [ ] By Facsimile
Fred B. Burnside Davis Wright Tremaine LLP 1201 Third Ave, Ste 2200 Seattle, WA 98101-3045 *Attorneys for Respondent/ Defendant Flagstar Bank FSB*	[X] By First Class Mail [ ] By ABC Legal Messenger [X] By Email [ ] By Facsimile

Under penalty of perjury of the laws of the State of Washington, the foregoing is true and correct.

Dated this 17th day of September, 2015, at Seattle, Washington.

Kay Spading

Kay Spading

OFFICE RECEPTIONIST, CLERK

To: Kay Spading
Cc: Adam Hughes
Subject: RE: No. 92135-1 / Bavand . Chase Home Finance, LLC, et al

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Supreme Court Clerk's Office

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Case Name: Marisa Bavand v. Chase Home Finance LLC, et al
Case Number: 92135-1
Person Filing this document: Adam G. Hughes, WSBA # 34438
(206) 264-5905
Email: ahughes@bwmlegal.com
Name of document: Respondents Chase Home Finance, LLC, Mortgage Electronic Registration Systems, Inc. and Federal National Mortgage Association's Answering Brief to Appellant's Petition for Review

Thank you,

Kay Spading | Litigation

Marshall & Weibel, P.S.

720 Olive Way, Suite 1201, Seattle, WA 98101
Telephone (206)622-5306 | Ext.5944 | Fax (206)-622-0354
Email:KSpading@bwmlegal.com
www.bwmlegal.com