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J. SCOTT MILLER, P.S.

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COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON
By _____

Court of Appeals No. 324711

Spokane County Superior Court No. 03206739-8

JAMES W. and JUDY D. AASEBY, husband and wife,

Appellants/Plaintiffs,

v.

WILLIAM VUE, et. al,

Defendants,

J. SCOTT MILLER of Law Offices of J. Scott Miller, PLLC

Respondent.

APPELLANTS'/AASEBYS' ANSWER TO RESPONDENT'S
MOTION ON THE MERITS

Michael J. Delay
WSBA No. 18692
Michael J. Delay, P.S., Inc.
10 N. Post St., Suite 301
Spokane, WA 99201
509.624.3300
Attorney for Appellants/Plaintiffs

Patrick J. Kirby
WSBA No. 24097
Patrick J. Kirby Law Office
421 W. Riverside Ave., Suite 802
Spokane, WA 99201
509.835.1200
Attorney for Appellant/Delay

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I. Introduction to Answer

This Answer and opening Brief of Appellants/Plaintiffs, Aasebys, address Respondent J. Scott Miller's motion on the merits, filed November 7, 2014. Mr. Miller's motion merely incorporated his response brief that argued for restitution under *RAP 12.8*. On remand, February 21, 2014, *RAP 12.8* was erroneously applied by the trial court to return funds with interest to Mr. Miller in total disregard of a specific and narrow remand from the Court of Appeals. The 'remand [was] *solely* for the trial court to deny the Aasebys' cross motion for sanctions.', CP 3. These funds deposited with the clerk completely discharged the lien of a fully satisfied and valid money judgment.¹ Whereas, had he superseded the money judgment then a right to the funds if he prevails on appeal, CP

¹ On April 3, 2012, Mr. Miller signed and filed 'Notice of Payment of Judgment (In Full)', hereafter Mr. Miller's '*Notice*', CP1-2347:

Comes Now J. Scott Miller and Miller, Delvin & McLean, P.S. (dissolved) and hereby notify the court that the **Amended Judgment** [CP 54] entered in this matter November 22, 2011 (Dkt. No. 320) has this date been **paid in full**, with interest, ..." CP 58. (Emphasis added.)

22 (citing *RAP 8.1*). The Mandate and remand, CP 1-24, did not authorize the trial court to return the funds to Mr. Miller because he fully satisfied and discharged the lien of the money judgment, Amended Judgment, CP 54 and CP1-936.

On March 22, 2012, the Aasebys requested Mr. Miller to supersede the money judgment under *RAP 8.1(c)*, CP1-2306 and -2311. On March 29, 2012, he chose not to supersede and sought *CR II* sanctions, CP1-2316 and -2327. While the Amended Judgment was on appeal, sanctions demanded by Mr. Miller's motion opposing supersedeas were denied by the trial court on April 3, 2012, CP 63 and CP1-2340.

On April 3, 2012, on his own initiative, Mr. Miller tendered the funds to the clerk, CP 58, for an absolute or unconditional '*Satisfaction of Amended Judgment (Clerk's Action Required)*', CP1-2343(¶2); CP 61: '2. Make all necessary and appropriate entries to indicate the Amended Judgment has been fully satisfied.' This was the entry in the

trial court² and in the Superior Court docket, CP 48(¶4) and 52. Mr. Miller's choice to fully satisfy the judgment, CP 58, and to not supersede the Amended Judgment, CP 60, was a complete discharge of the lien by the clerk's entry ('04 03 2012 --- FULLY SATISFIED---') on the docket, CP 52.

Mr. Miller's brief and motion on the merits did not respond to a complete discharge of the money judgment. The Amended Judgment was fully satisfied and discharged under ***CR 58(h)*** and ***RCW 4.56.100(1)***. Had he superseded under ***RAP 8.1***, as requested by the Aasebys on March 22, 2012, CP1-2306,

² The trial court's order, April 3, 2012, CP1-2340 and CP 63:

III. ORDER

IT IS ORDERED that: **The Court recognizes the Satisfaction of [Amended] Judgment**, [CP 60] denies all other motions, and defers the issue of attorney fees pending further decision by the court of appeals [Aasebys' cross motion for sanctions]. (Emphasis added.)

Black's Law Dictionary at 1544 (10th ed. 2014), defines 'Satisfaction of Judgment':

The complete **discharge** of obligations under a judgment. ..., and operates as an **extinguishment of the judgment debt**. 47 Am. Jur. 2d Judgments §1006, at 443 (1995). (Emphasis added.)

the money judgment funds tendered to the clerk by Mr. Miller ‘preserve the fruits of his appeal if he prevails,’ pursuant to the opinion, p. 21, CP 22 (citing *In re Sims’ Estate, infra*).

The Amended Judgment entered on November 22, 2011, was entered against Mr. Miller, individually, and his *dissolved* law firm, CP 54 and CP1-936. A violation of **CR 11(a)**, at the inception of the 12-year litigation, was due to Mr. Miller wrongfully certifying his signed Answer. This violation was found first by the trial court, Judge Austin, who labeled Mr. Miller’s Answer as ‘obvious falsehoods’, CP1-35. Thereafter, trial court Judge Tompkins found ‘... there was an abject failure at the *start of the case* to enable the matter to be properly litigated based on responsibilities set forth in CR 11 ...’ CP1-819 and -820. His violation of **CR 11(a)** was affirmed by the Court of Appeals, CP 19. In 2011, he revealed his law firm was dissolved, in 2008, as it could not satisfy its obligations, CP1-597 (¶6.h. and ¶7: ‘All [firm] assets were sold to U.S. Bank.’).

Thus, Mr. Miller's contention in the trial court that the Aasebys' motion to supersede was a violation of *CR 11* was absurd. His past conduct mirrors his latest sanctions request.

II. On remand, the trial court was in error in vacating the Amended Judgment as Mr. Miller chose not to *supersede* but to tender to the clerk of the court the full amount of the Judgment in exchange for a complete satisfaction and discharge

This argument is responded to in A, B and C, below.

A. Mr. Miller did not supersede under RAP 8.1 to preserve the fruits of his appeal, on remand

The Court of Appeals' opinion, p. 21, CP 22, expressly recognized a right (albeit not required) of a judgment debtor, Mr. Miller, to supersede a judgment 'to preserve the fruits':

Cross Motion for Sanctions and Supersedeas Bond. A supersedeas bond stays enforcement of a judgment while on appeal. *RAP 8.1.* "An appellant is under no obligation to supersede a judgment or a decree appealed from. It is a right and a privilege granted, in certain cases under certain conditions, to **preserve the fruits of his appeal if he prevails**, but it is not something he is obliged to do." *In re Estates of Sims, ...* (Emphasis added). CP 22.

Mr. Miller chose to fully satisfy and discharge the money judgment as the only solvent judgment debtor, CP 58 and 60.

As a result, the fruits of his appeal (full satisfaction funds tendered) were not preserved for when he later prevailed, CP 22, citing *In re Sims' Estate*, 39 Wn.2d 288, 297 (1951) and **RAP 8.1**. Thus, the remand was specific and expressly limited the trial court's authority, p. 2 of the opinion:

We reverse the sanctions imposed on Mr. Miller, affirm the trial court's dismissal of Mr. Miller's law firm, deny attorney fees on appeal, and **remand solely** for the trial court to deny the Aasebys' cross motion for sanctions.³ (Emphasis added.) CP 3.

This is a very limited directive to the trial court, on remand. The remand did not affect the voluntarily discharged Amended Judgment. The trial court violated this specific remand, on February 21, 2014, when an Order, CP 82, and Judgment, CP 79, were entered against the Aasebys and Mr. Delay. The unauthorized Order and Judgment should be vacated by the Court of Appeals.

³ This remand was expressly limited throughout the entire opinion, see p. 22: "We remand to the trial court to order that the Aasebys are not entitled to the sanctions requested in their cross motion." CP 23; and at p. 23: "Finally, **we remand** to the trial court for denial of the Aasebys' April 2012 cross motion for sanctions." CP 24. (Emphasis added.)

Mr. Miller's decision to not supersede but to fully satisfy and completely discharge the Amended Judgment while on appeal was made at his own peril. *Estate of Spahi v. Hughes-Nw., Inc.*, 107 Wn. App. 763, at 768 (2001): 'We hold that *Spahi's* failure to supersede [a non-discharged property judgment that was later reversed] is *fatal to his claim* [of restitution under **RAP 12.8**].'

In *Ehsani v. McCullough Family P'ship*, 160 Wn.2d 586, 595 (2007), a trial court's denial of a judgment debtor's, *Ehsani's*, claim for restitution under **RAP 12.8** was affirmed after a non-discharged money judgment was later reversed. The Supreme Court, *id.*, footnote 3, stated: "While filing a bond is not a prerequisite to recovery under RAP 12.8...failure to do so entails assuming the risk of...no recovery thereafter."; and cited *Marriage of Stern*, 68 Wn. App. 922, at 930 (1993):

We note at the outset that RAP 8.1(b) and RAP 8.1(f) provide a remedy at law for relief from the trial court judgment during the pendency of the appeal.

Id., at 932:

..., as this remedy [restitution under RAP 12.8] is equitable in nature, the trial court should also consider the availability of a legal remedy under RAP 8.1.

This absolute full satisfaction, CP 60, and his refusal to supersede relinquished his right to a return of the satisfaction funds tendered. Satisfaction of a money judgment discharged the lien, regardless of an appeal. *RCW 4.56.100(1)*: ‘When so satisfied by the clerk...the lien of such judgment *shall be discharged.*’ Black’s Law Dictionary, 1063 (10th ed. 2014) defines ‘lien’:

A legal right or interest that a creditor has in another’s property, **lasting usu. until** a debt or duty that it secures is *satisfied*. (Emphasis added.)

On remand, the trial court vacated what had been a prior fully satisfied and discharged Amended Judgment. Then it released the funds with the clerk to Mr. Miller and awarded interest to him from April 3, 2012, CP 82 (Order) and CP 79 (Judgment). This was error, on remand, because the trial court’s

proceedings on February 21, 2014, violated the Court of Appeals' express directive on remand to solely deny the Aasebys' cross motion. The trial court proceedings on remand conflicted with the opinion, CP 22, which had expressly recognized Mr. Miller's decision to not supersede was discretionary, as was his absolute and full satisfaction of the judgment, CP 58 and 60.

Mr. Miller's brief and motion on the merits did not respond to this argument.

B. Amended Judgment was not vacated or set aside by the Court of Appeals, on remand

The Court of Appeals' Mandate and opinion did not vacate or set aside the discharged Amended Judgment, CP 1-24. The Court of Appeals did not vacate or set aside his Notice, CP 58, his Satisfaction of Amended Judgment, CP 60, the trial court's order expressly recognizing his Satisfaction of Judgment, CP 63, or the clerk's entry on the docket, CP 48(¶4) and CP 52. The Court of Appeals' express authority, on

remand, was for entry of an order, CP 71, limited to a denial of the Aasebys' April 2012 cross motion for sanctions, CP 3, 23 and CP 24. His brief and motion did not respond to this argument.

C. Amended Judgment was not modified by the Court of Appeals, on remand

The rule, *RAP 12.8*, applied (1) if any property was *taken* from Mr. Miller and (2) if a trial court decision was *modified* by the appellate court.⁴ The Amended Judgment entered in the trial court on November 22, 2011, was not '*modified* by the appellate court', CP 1-24. Nothing was *taken* from Mr. Miller. He decided, on his own, to satisfy the judgment in full and to not supersede. He moved for sanctions in the amount of \$8,785 against the Aasebys and counsel, Mr. Delay, CP1-2318, for a

⁴ **RULE 12.8 Effect of Reversal on Intervening Rights**

If a party has voluntarily or involuntarily partially or wholly satisfied a trial court decision which is **modified** by the appellate court, the trial court shall enter orders and authorize the issuance of process appropriate to restore to the party any property **taken** from that party, the value of that property, or in appropriate circumstances, provide restitution. ... (Emphasis added.)

request of the *solvent* judgment debtor to supersede. The Court of Appeals' express remand to *solely* enter an order to deny the Aasebys' cross motion was violated when a new Judgment was entered by the trial court on remand, CP 79. This Judgment stated, at p. 2, as follows:

Subsequently, on August 29, 2013 the Court of Appeals (Division III) entered an unpublished decision **reversing entry** of the Judgment. (Emphasis added.) CP 80 (lines 19-20).

The Mandate and opinion did not 'reverse entry' of the Judgment, CP 1-24. The February 21, 2014 Order and Judgment, CP 82 and 79, should be vacated by the Court of Appeals because the trial court, on remand, had no authority and violated the Court of Appeals' express opinion. Mr. Miller's brief and motion did not respond to this argument.

III. After remand, Aasebys were entitled to the funds deposited with the clerk in full satisfaction of the money judgment

This argument is responded to in A and B, below.

A. Amended Judgment lien was discharged on April 3, 2012, by operation of law, CR 58(h) and RCW 4.56.100

Under *CR 58(h)* and *RCW 4.56.100(1)*, any money judgment is satisfied upon “the payment to such clerk of the amount of such judgment, ...” and “When so satisfied by the clerk or the filing of such certificate the lien of such judgment shall be discharged.”⁵ Mr. Miller insisted on an instruction to the clerk for entry on the docket that the Amended Judgment was fully satisfied, regardless of his appeal, CP1-2343 and CP 61(¶2). In *Ryan v. Plath*, 20 Wn.2d 663 (1944), the Supreme Court affirmed the trial court’s discharge of the lien during an appeal, citing the discharge statute at 667, the court stated: ‘...’, the lien of the [money] judgment was *discharged* by the

⁵ At p. 10, Mr. Miller’s brief: “In this case not only did the trial court enter a satisfaction of judgment the Superior Court Clerk recorded the satisfaction *as required by RCW 4.56.100*.” It is true that the clerk must discharge a money judgment on appeal when Mr. Miller’s voluntary and absolute satisfaction stated: ‘**Clerk’s Action Required**’, CP1-2342 and CP 60. Also, see his “**Instructions to Clerk**”, CP 61(¶2). He was free not to discharge a valid money judgment (Amended Judgment) and *preserve* by superseding the judgment, *RAP 8.1*. As the only solvent judgment debtor, a request of Mr. Miller to supersede was made on March 22, 2012.

payment into court by respondents of the amount of the judgment as then rendered,...’ (Emphasis added.)

Thereafter, *In Re Bailey’s Estate*, 56 Wn.2d 623 (1960), the Supreme Court quoted directly from **RCW 4.56.100(1)**, and the court, at 629, stated: ‘... a money judgment may be satisfied by payment into the office of the clerk of the court, ... it must be accompanied by...or a request by the judgment debtor that the clerk apply the payment to the judgment...’

In *Ryan v. Plath, id.*, and *In Re Bailey’s Estate, id.*, the money judgments appealed from were not superseded, like Mr. Miller. The funds paid to the clerk of the trial court by the judgment debtors completely discharged the lien of the judgments, while on appeal, citing **RCW 4.56.100(1)**. *Id.* A complete discharge of the lien and judgment in each case under **RCW 4.56.100(1)** involved money judgments pending review at the time of discharge, at the request of the judgment debtor. *Id.* Likewise, a full satisfaction and complete discharge of a valid

money judgment on appeal was at the request of Mr. Miller, the judgment debtor, CP 58 and 60.

B. If the Aasebys accept the benefits of the judgment during an appeal, it renders their cross appeal moot

In *Buckley v. Snapper Power Equip.*, 61 Wn. App. 932, 941 (1991), the court of appeals affirmed that funds deposited with the trial court pursuant to a judgment approving a minor settlement and disbursed thereafter by the clerk of the trial court, ‘renders an appeal of the judgment moot.’ A party’s intent to waive his/her appeal is immaterial to the acceptance of funds deposited with the clerk of the court and ‘forecloses appellate review of the decision.’ *Id.*, at 942, and the court stated:

Plaintiff’s acceptance of the benefits of the trial court decision bars review by this court [court of appeals].

There are four exceptions in which the funds with the trial court may be accepted, without rendering the appeal moot.

These four exceptions allowing the acceptance of benefits of a

judgment are identified in *RAP 2.5(b)(1)*.⁶ However, they did not apply in *Buckley v. Snapper Power Equip., id.*, at 940, and neither do the four exceptions apply here. The Aasebys did not receive funds or request of Mr. Miller a full satisfaction and complete discharge of the money judgment on appeal. At the time of his decision to discharge a valid Amended Judgment, if the funds deposited with the clerk were disbursed to the Aasebys, acceptance of the satisfaction of judgment funds would have foreclosed appellate review, including cross review. *Buckley v. Snapper Power Equip., id.*; and *RAP 2.5(b)(1)*.

The Satisfaction of Judgments' statute, *RCW 4.56.100(1)*, discharges a fully satisfied money judgment,

⁶ *RULE 2.5(b)(1)* **Acceptance of Benefits**

(1) *Generally*. A party may accept the benefits of a trial court decision without losing the right to obtain review of that decision **only** (i) if the decision is one which is subject to modification by the court making the decision or (ii) if the party gives security as provided in subsection (b)(2) or (iii) if, regardless of the result of the review based solely on the issues raised by the party accepting benefits, the party will be entitled to at least the benefits of the trial court decision or (iv) if the decision is one which divides property ... (Emphasis added.)

forever, regardless of a later reversal. Also, see *U.S. v. Brooks*, 40 S.W.3d 411, 416 (Mo.App. S.D. 2001), wherein the actual satisfaction of judgment documents entered in the trial court, absent fraud, the court held ‘*forever* discharge the Alaska judgments.’ The trial court’s Order, CP 82, and Judgment, CP 79, should be vacated by the Court of Appeals in accordance with the directive in the Court of Appeals’ opinion. Mr. Miller should return to the clerk of the court the funds, \$23,267.75, released to him on February 21, 2014. Upon return of the funds, the same should be disbursed to the Aasebys and Mr. Delay. The funds tendered by the Aasebys to supersede the unauthorized money judgment entered on remand, February 21, 2014, should be returned to Mr. Delay pursuant to ‘Plaintiffs’ Notice of Cash Supersedeas’, ***RAP 8.1(d)(1)***⁷ and CP 85:

⁷ ***RAP 8.1(d)(1) Form of Cash Supersedeas; Effect of Filing Bond ...***

(1) A party superseding a judgment with cash deposited with the Superior Court should deposit the supersedeas amount with the Superior Court Clerk, accompanied by a *Notice of Cash Supersedeas*. [Appendix of Forms, #24] The Notice may direct the clerk to invest the funds, ...

The funds can be deposited into an interest bearing account to accrue to the benefit of the prevailing party, on appeal, subject to the clerk's investment ... CP 85 (lines 1-3). Appendix A-2.

The unauthorized Order and Judgment entered on remand, if not vacated on appeal, undermine and render meaningless *CR 58(h)*, *RCW 4.56.100(1)* and *RAP 8.1. Ehsani v. McCullough Family, id.*, at 601.

Mr. Miller's brief that asserted the Court of Appeals' opinion reversed the discharged Amended Judgment on remand was error. The Amended Judgment was not reversed by the Court of Appeals' Mandate or opinion, CP 1-24.

IV. Mr. Miller violated *CR 11(a)* and *CR 26(g)* as found by trial court judges Austin and Tompkins; his *CR 11(a)* violation at the inception of the 12-year litigation was affirmed by the Court of Appeals

A civil rule, *CR 58(h)*, not superseded by *RAP 12.8* and a statute, *RCW 4.56.100(1)*, also not superseded by *RAP 12.8*, provide specific instruction on how one (Mr. Miller) may satisfy and discharge, forever, a valid money judgment, while on appeal. *CR 58(h)* expressly reserves *RCW 4.56.100(1)*.

Appendix A-3 and A-4. The trial court, on remand, found **RAP 12.8** superseded **RCW 4.56.100(1)** “regardless of the fact that it’s been satisfied, it’s been extinguished, it’s been discharged;” VRP 42 (lines 7-9). The trial court, on remand, then vacated the discharged Amended Judgment despite the Court of Appeals’ opinion to solely deny the Aasebys’ cross motion for sanctions, CP 3 and 23. The express language of the rule, **RAP 12.8**, did not supersede the discharged statute and the civil rule.

There are identified 46 statutes and rules superseded by the rules of appellate procedure, **RAP 18.22(b)**. Appendix A-5. **CR 58(h)** and **RCW 4.56.100(1)** were expressly not superseded under **RAP 18.22(b)**. Throughout his brief, Mr. Miller did not reference **RAP 18.22(b)**. Likewise, his brief did not reference **CR 58(h)** or the acceptance of benefits rule, **RAP 2.5(b)(1)**. The trial court was in error when it ruled on remand that the rule, **RAP 12.8**, superseded the civil rule and statute.

Mr. Miller’s brief, p. 16 (¶2):

Respondent [Mr. Miller] respectfully requests that the court award attorney fees and expenses because the appeal currently pending has no legal basis and it is premised solely on incomprehensible arguments raised improperly.⁸

In March, 2012, Aasebys' request to supersede and preserve a valid money judgment was opposed by Mr. Miller's memorandum in support of sanctions, which stated in part:

Washington law is replete with cases that show the Plaintiffs [Aasebys'] position in this motion is **frivolous and based on blatant fabrication and disregard for the law**. The following cases are only a few of the examples how **staggeringly dishonest** the Plaintiff's argument is. (Emphasis added.) CP1-2321 (lines 12-15).

Above are just a few of his past pleadings, filed in the trial court and this Court. By not knowing his clients' names, he did not know that his client, insured-driver William Vue, was an insured under a Farmers' auto policy which policy Mr.

⁸ Mr. Miller, followed, at p. 16, (¶5):

There is absolutely no legal basis on which to claim the trial court lacks jurisdictional authority to comply with the appellate court's Opinion. Similarly, it is frivolous for Plaintiffs to assert that an appeal is voided by payment of a judgment that is on appeal (instead of filing a supersedeas bond.)

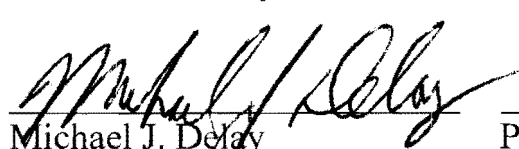
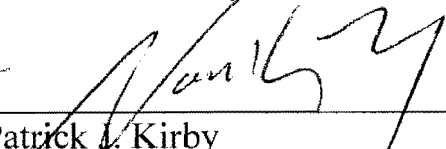
Miller did not identify or produce when demanded to do so during pre-trial discovery. A Declaration of James B. King, CP1-2024 (¶11), unrebutted, confirmed Mr. Miller's conduct perpetuated needless litigation over the course of 12 years, now.

V. Conclusion

A one-plus page Motion on the Merits with a request for sanctions (¶ II.) should be denied. The Court of Appeals should reverse the trial court's entry of Judgment against the Aasebys and Mr. Delay; order Mr. Miller to return the funds he received from the clerk on remand, improperly; and that the returned funds are to be disbursed to the Aasebys and Mr. Delay. The funds tendered to the clerk of the trial court under Plaintiffs' Notice of Cash Supersedeas should be ordered returned to Mr. Delay, the one who provided the funds under *RAP 8.1(d)(1)*.

Dated this 24th day of November, 2014.

Michael J. Delay, P.S., Inc. **Patrick J. Kirby Law Office**

 _____ Michael J. Delay Attorney for Appellant Aaseby	 _____ Patrick J. Kirby Attorney for Appellant Delay
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APPENDIX

- A-2: CP 84-85 **Plaintiffs' [Aasebys'] Notice of Cash Supersedeas**
- A-3: ***CR 58(h)* Satisfaction of Judgment.**
- A-4: ***RCW 4.56.100(1)* Satisfaction of judgments for payment of money.**
- A-5: ***RAP 18.22(b)* Statutes and Rules Superseded**

FILED

MAR 03 2014

SPOKANE COUNTY CLERK

Honorable Linda G. Tompkins

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

JAMES W. and JUDY D. AASEBY, husband
and wife,

Plaintiffs,

v.

WILLIAM VUE, a single person; and VILAY
and AGNES VUE, husband and wife,

Defendants.

NO. 03206739-8

**PLAINTIFFS' NOTICE OF CASH
SUPERSEDEAS**

Submitted with this notice is a cashier's check totaling \$5,342.59 made payable to the Spokane County Superior Court Clerk. The amount tendered includes the principal amount of the money judgment plus post-judgment interest, at the rate of 12% per annum of \$7.33/day, paid for 10 days, February 22 – March 3, 2013. The clerk is directed to hold the funds as a bond to supersede the money judgment entered in this case, Plaintiffs James and Judy Aaseby, husband and wife v. Defendant William Vue, and to hold during the pendency of the Plaintiffs' appeal of a money judgment entered against the Plaintiffs and their counsel, Michael J. Delay, P.S., Inc., on February 21, 2014.

Pursuant to *RAP 8.1(d)* and *RCW 36.48.090*, the clerk is directed to invest the funds upon the

Plaintiffs' Notice of Cash Supersedeas

1 of 2

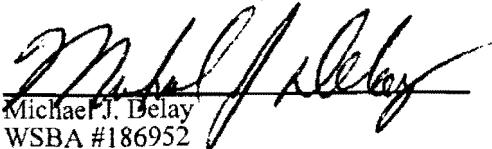
MICHAEL J. DELAY, P.S.
PEYTON BLDG.
10 NORTH POST, #301
SPOKANE, WASHINGTON 99201
(509) 624-3300

A-2

1 Plaintiffs' Motion for Reconsideration being denied by the trial court. The funds can be deposited into an
2 interest bearing account to accrue to the benefit of the prevailing party, on appeal, subject to the clerk's
3
4 investment service fee, all as provided in *RCW 36.48.090*. The funds shall be returned to Plaintiffs if
5
6 the trial court is to grant Plaintiffs' Motion for Reconsideration filed this same date. Otherwise, the
7
8 supersedeas funds shall be held pending return of the second mandate in Court of Appeals Case No.
9
10 30093-5-III, and thereafter until disbursed pursuant to further order of court or by agreement of the
11
12 parties.

13 DATED this 3rd day of March, 2014.

14
15 MICHAEL J. DELAY, P.S., Inc.

16
17 
18 Michael J. Delay
19 WSBA #186952
20 Attorney for Plaintiffs, Aasebys

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36 Plaintiffs' Notice of Cash Supersedeas

1 of 2

MICHAEL J. DELAY, P.S.
PEYTON BLOG,
10 NORTH POST, #301
SPOKANE, WASHINGTON 99201
(509) 624-3300

RULE 58
ENTRY OF JUDGMENT

- (a) When. Unless the court otherwise directs and subject to the provisions of rule 54(b), all judgments shall be entered immediately after they are signed by the judge.
- (b) Effective Time. Judgments shall be deemed entered for all procedural purposes from the time of delivery to the clerk for filing, unless the judge earlier permits the judgment to be filed with him as authorized by rule 5(e).
- (c) Notice of Entry. (Reserved. See rule 54(f).)
- (d) (Reserved.)
- (e) Judgment by Confession. (Reserved. See RCW 4.60.)
- (f) Assignment of Judgment. (Reserved. See RCW 4.56.090.)
- (g) Interest on Judgment. (Reserved. See RCW 4.56.110.)
- (h) Satisfaction of Judgment. (Reserved. See RCW 4.56.100.)
- (i) Lien of Judgment. (Reserved. See RCW 4.56.190.)
- (j) Commencement of Lien on Real Estate. (Reserved. See RCW 4.56.200.)
- (k) Cessation of Lien--Extension Prohibited. (Reserved. See RCW 4.56.210.)
- (l) Revival of Judgments. (Reserved.)

RCW 4.56.100(1)

SATISFACTION OF JUDGMENTS FOR PAYMENT OF MONEY

(1) When any judgment for the payment of money only shall have been paid or satisfied, the clerk of the court in which such judgment was rendered shall note upon the record in the execution docket satisfaction thereof giving the date of such satisfaction upon either the payment to such clerk of the amount of such judgment, costs and interest and any accrued costs by reason of the issuance of any execution, or the filing with such clerk of a satisfaction entitled in such action and identifying the same executed by the judgment creditor or his or her attorney of record in such action or his or her assignee acknowledged as deeds are acknowledged. The clerk has the authority to note the satisfaction of judgments for criminal and juvenile legal financial obligations when the clerk's record indicates payment in full or as directed by the court. Every satisfaction of judgment and every partial satisfaction of judgment which provides for the payment of money shall clearly designate the judgment creditor and his or her attorney if any, the judgment debtor, the amount or type of satisfaction, whether the satisfaction is full or partial, the cause number, and the date of entry of the judgment. A certificate by such clerk of the entry of such satisfaction by him or her may be filed in the office of the clerk of any county in which an abstract of such judgment has been filed. When so satisfied by the clerk or the filing of such certificate the lien of such judgment shall be discharged.

RULE 18.22(b)
STATUTES AND RULES SUPERSEDED

(b) List of Statutes and Rules. Some, but not necessarily all, of the statutes and rules which are superseded by these rules are listed below. If a listed statute relates to appellate procedure and to some other subject, it is superseded only as it relates to appellate procedure. If a listed statute relates in part to one of these rules which specifies that statutes control, and in part to other rules, the listed statute is superseded only as it relates to the other rules. The rules listed are superseded and no longer effective.

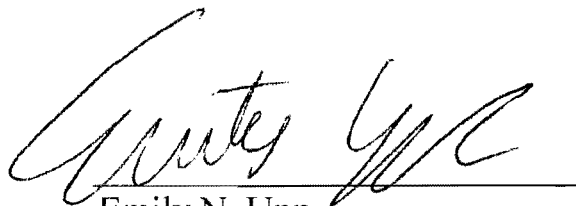
STATUTES AND RULES SUPERSEDED

SAR 15	CAROA 1 through 66
ROA I-1 through I-67	CR 62(c), (d), (e), and (g)
ROA II-1 through II-4	CrR 7.4(d)(2)
CAR 15 and 24	CrR 7.7
RCW 1.12.040	RCW 29.79.170
2.04.010	29.79.210
2.04.160	29.82.160
2.04.170	30.30.090
2.06.030	31.12.050
2.32	33.40.120
4.20.050	35.44.260
4.32.190	36.18.020(7)
4.32.250	36.94.290
4.36.240	43.24.120
4.80.050	48.28.030
4.84.180	49.32.080
4.88.260	49.60.260
5.48.050	50.32.130
6.24.110	51.52.110
7.36.040	52.34.090
8.04.070	56.20.080
8.04.150	57.16.090
10.77.130	84.64.120
10.77.230	85.05.130
19.10.110	85.06.130
24.32.360	85.08.440
26.32.120	91.04.325
26.32.130	91.08.580

CERTIFICATE OF SERVICE

I hereby certify that on November 24th, 2014, a true and correct copy of the Appellants'/Aasebys' Answer to Respondent's Motion on the Merits, filed November 24th, 2014, was hand-delivered to J. Scott Miller at the following address:

J. Scott Miller
Law Office of J. Scott Miller, PLLC
201 W. North River Drive, Suite 500
Spokane, WA 99201

A handwritten signature in black ink, appearing to read "Emily N. Upp", written over a horizontal line.

Emily N. Upp
Paralegal
Michael J. Delay, P.S., Inc.
10 N. Post, Suite 301
Spokane, WA 99201
509.624.3300