92851-2

No. 73016-9-I

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

Lorina Delfierro,

Appellant,

v.

BSI Financial Services; Del Toro Loan Servicing, Inc.; Mariners Investment Fund, LLC; Mariners Investment Fund II REO, LLC; Mariners Second Fund II REO, LLC; Second Mariners Investment Fund II REO, LLC; Second Mariners RES Fund II REO, LLC; American Default Management; PENSCO Trust Company Custodian FBO Jeffery D. Hermann, IRA Account Number 20005343; April Smith in her individual and official capacity; Teresa Ceniceros in her individual and official capacity; Jeffery D. Hermann in his individual and official capacity; Jennifer Tait in her individual and official capacity; and Steve Olson in his individual and official capacity.

Respondents.

APPELLANTS' REPLY TO RESPONDENTS ANSWER TO APPELLANTS' PETITION FOR REVIEW

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I. INTRODUCTION

Respondents suggest in their brief that Ms. Delfierro is making the same old arguments that she was not able to prove at trial (and which were also rejected by the Court of Appeals.) In section C of their brief Respondents incorrectly suggest that the Court of Appeals decision "is not in conflict with a Washington Supreme Court Decision" and they also incorrectly contend that this controversy does not involve an issue of substantive public interest.

By virtue of this brief, Ms. Delfierro demonstrates that the opposite is true. In the second paragraph of their "Statement of the Case," respondents tell a short, neat story about the trajectory of the Delfierro Note. As is described herein, however this story is anything but neat. There are an astounding number of disconnects in the Respondents story which if properly evaluated, would have led to a different result at trial and before the Court of Appeals.

To sum up Respondents' contentions there are no conflicts between the Court of Appeals decision here and decisions issued by the Supreme Court and other Courts of Appeals is incorrect.

Consequently, the Court of Appeals decision in this matter should be overturned.

Indeed, the Court of Appeal's decisions in this matter is not only inherently incorrect on its own facts, the holding is in conflict with a decisions of other Courts of appeal and the Washington Supreme Court.

II. CONFLICT WITH SUPREME COURT

Consider FIRTH and Palecek v. Hefu LU and Qian Sun, No. 70702-2, Washington Supreme Court En Banc 2002 which addresses the statute of frauds:

> The real estate statute of frauds provides in part as follows:
>
> **Every conveyance of real estate, or any interest therein, and every contract creating or evidencing any encumbrance upon real estate, shall be by deed. See RCW 64.04.010. Although the general statute of frauds, RCW 19.36.010, differs from the real estate statute of frauds, the two share common theoretical underpinnings. For example, the main purpose of both statutes is to prevent fraud in contractual undertakings. Miller v. McCamish, 78 Wash.2d 821, 828, 479 P.2d 919 (1971). We previously said RCW 19.36.010 must be narrowly construed to achieve its purpose to prevent fraud or avoidance of otherwise enforceable agreements. See Bell v. Hegewald, 95 Wash.2d 686, 691, 628 P.2d 1305 (1981) (citing Chambers v. Kirkpatrick, 145 Wash. 277, 280, 259 P. 878 (1927)).**
>
> By its plain language RCW 64.04.010 [1] applies only to the

[1] RCW 64.04.010 requires that "[e]very conveyance of real estate, or any interest therein, and every contract creating or evidencing any encumbrance upon real estate, shall be by deed." Firth v. Lu, 146 Wn.2d 608, 49 P.3d 117 (2002) (providing that by its plain language, RCW 64.04.010 applies to "actual conveyances of title or interests in real property," and is enforceable "only if executed in the form of a deed"); Key Design Inc. v. Moser, 138 Wn.2d 875, 983 P.2d 653 (1999); State ex rei. Wirt v. Superior Court for Spokane County, I 0 Wn.2d 362, 116 P .2d 752 (1941).

following agreements: (1) actual conveyances of title or interests in real property; and (2) agreements that create or evidence an encumbrance of real property. If an agreement falls into either of these categories, it is enforceable only if executed in the form of a deed. RCW 64.04.010,020; State ex rel. Wirt v. Superior Court, 10 Wash.2d 362, 366, 116 P.2d 752 (1941).

Clearly, Firth and RCW 64.04.010 both require a paper trail when real estate interests are being conveyed. In the instant case if Mariners are to be believed, there is no paper trail or said differently, no chain of title.

The pertinent facts here are as follows: On October 29, 2014, at trial Equifirst claimed it sold the note to Sutton Funding, LLC.

Sutton was then said to have conveyed the Note to FCDB FF1 LLC (non MERS member.) This conveyance was said to have occurred in September of 2008. In Discovery, Equifirst failed to produce any written, recorded or unrecorded assignment of the deed of trust or any evidence of any exchange of value or a purchase and sale agreement. (The hopelessly incomplete purchase and sale agreement that was later produced between Equifirst and Sutton (and then Sutton to FCDB FF1 LLC) was initially rejected by the trial court in this case because Delfierro's loan was not

specifically mentioned in that agreement and there was no endorsement, allonge or other transfer presented.

Also consider RCW 61.16.010[2], RCW 64.04.010 and RCW 19.36.010. There were no Assignments executed or ever produced on behalf of either Sutton or FCDB FF1 LLC. As such, because nothing was recorded, under RCW 65.08.070, there was no conveyance. Instead, on January 9, 2009, MERS apparently was acting as the beneficiary and holder of the Note. It appointed Fidelity to act as trustee, in contravention to RCW 61.24.005. The problem was that MERS cannot appoint a trustee because it was not holder of the Note. The well-settled rule is that a grantor can transfer no more title or interest than the grantor has in the property. See Sofie, 32 Wash.App. at 895, 650 P.2d 1124. The Court of Appeals in this instant case contradicted the Supreme Court rulings by freely accepting all of these inappropriate transfers that violate the statute of frauds and the other statutes cited herein.

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[2] RCW 61.16.010 provides as follows:
Assignments, how made—Satisfaction by assignee. Any person to whom any real estate mortgage is given, or the assignee of any such mortgage, may, by an instrument in writing, signed and acknowledged in the manner provided by law entitling mortgages to be recorded, assign the same to the person therein named as assignee, and any person to whom any such mortgage has been so assigned, may, after the assignment has been recorded in the office of the auditor of the county wherein such mortgage is of record, acknowledge satisfaction of the mortgage, and discharge the same of record

III. CONFLICT WITH COURTS OF APPEALS

The Court of Appeals in this matter also contradicts Bain v. MERS of Washington Supreme Court No. 86206-1, En Banc 2012.

Among other things, the court in Bain v. MERS referenced RCW 61.24.030(7)(a), (8)(l) and indicates as follows: "the trustee shall have proof that the beneficiary is the owner of any promissory note or other obligation secured by the deed of trust" and shall provide the homeowner with "the name and address of the owner of any promissory notes or other obligations secured by the deed of trust before foreclosing on an owner-occupied home."

In the instant case, trustee Fidelity indicated that MERS was the sole beneficiary as presented in the Notice of Trustee's sale that it issued (NOTS#1) in contravention to RCW 61.24.005(2). Fidelity failed to meet the requirements of RCW 61.24.030(7)(a), (8)(l). Mariners 1 claimed that it was bidder at the foreclosure which occurred in 2009, however it was later determined to the effect that Mariners 1 was a non-existent entity-first disclosed in Discovery that was provided in November 2013. Despite all of these defects, the Appeals Court created a chain for Mariners 4 even though it was a non-party in 2009. Said differently, the Court of Appeals incorrectly accepted that FCDB FF1 LLC was the beneficiary from whom

Mariners 4 purchased the note.

The Appeals Court in this matter erred by accepting these contentions when no proof was presented that FCDB FF1 LLC had become the real beneficiary. This clearly prejudiced Delfierro because prior to late 2014, Mariners 4 had never before claimed FCDB FF1 LLC as the party that sold Mariners 4 the note. Indeed in their Discovery responses provided in this case, Fidelity produced no records or documents stating anything about FCDB FF1 LLC (of Fortress.) Under the circumstances, the documents in the Delfierro matter-AST#1, NOTS#1, TD, Amended order and Excise tax submission) clouded Delfierro's Chain of Title. Frankly, this was a deception. Miller v. McCamish No. 41574, 78 Wn.2d 821 479 P.2d 919 (1971). The Supreme Court of Washington, En Banc.

In Miller v. McCamish both the buyer and seller confirmed that there was a verbal contract addressing real estate issues; it was confirmed that the buyer and seller had conducted business with each other. In Delfierro's case not only was there no written contract by and between the following entities: Sutton Funding LLC, FCDB FF1 LLC, FCDB SNPWL TRUST, MERS there is no indication that there was ever any contact between various buyers and sellers. Like the Sutton claim to

having purchased the note from Equifirst, there is absolutely no record of any kind that this purchase took place. Mariners and other respondents simply say that it happened. As said by the court in Miller v. McCamish. "There can be little question as to the intent of the legislature in the enactment of RCW 19.36.010 and RCW 64.04.010.

The statute of frauds is being undermined by the Court of Appeals in the instant case. The clear purpose and intent behind these statutes of frauds is the prevention of fraud. To apply these statutes in such a manner as to promote and encourage fraud would be to defeat the clear and unambiguous intent of the legislature in their enactment."

The Court of Appeals decision in this matter is not only in conflict with prior decisions of the Washington State Supreme Court, this decision is in conflict with other decisions of the Court of Appeals, as well:

Consider Fed. Nat't Mortg. Ass 'n v. Ndiaye, No. 32994-1-111, WA Appeal Court Division III issued in June 2015.

The Ndiyae Court held in part as follows:

> **In light of Bain v. Metropolitan Mortgage Group, Inc., 175 Wn.2d 83, 285 P.3d 34 (2012), Ndiaye may be correct that Fannie Mae could not establish chain of title. In Bain, our state high court held that MERS could not serve as a beneficiary under a deed of trust because it was not the holder of the promissory note, a prerequisite under the Washington deed of trust act. See RCW 61.24.005(2).**

Under Bain, MERS could not serve as a beneficiary under the deed of trust executed by Ibrahima Ndiaye if MERS was not the holder of the promissory note.

The Appeals Court ruling in the instant matter to the effect that Second Mariners Investment Fund II REO, LLC ("Mariners 4") bought the note from FCDB FF1 LLC conflicts with RCW 64.04.010 ("all conveyances must be in writing") and the holdings in the following cases: Key Design Inc. v. Moser, 138 Wn.2d 875, 983 P .2d 653 (1999) and Firth v. Lu, 146 Wn.2d 608, 49 P .3d 117 (2002).

The Appeals Court in the instant matter holding contract the ruling issued by the Court of Appeals in Fed. Nat't Mortg. Ass 'n v. Ndiaye, No. 32994-1-111 of the WA Appeal Court Division III on June 2015. The Court of Appeals in Ndiaye cited the Bain v. Metropolitan Mortgage Group, Inc., 175 Wn.2d 83, 285 P.3d 34 (2012) ruling-that a chain of title could not be established in part in that case because MERS was not a holder of the Note. The Appeals Court ruled that when a claimant of the note is not a beneficiary (because it is not the holder of the note) then that party has no standing.

As noted above, Washington State deals with written contracts and deeds when affecting real estate. Please recall the following admonition: every conveyance of real estate, or any interest therein, and every contract

creating or evidencing any encumbrance upon real estate, shall be by deed: Washington deal in written contracts, absence of a contract is absence of encumbrances. RCW 64.04.010. Supported by RCW 61.16.010.RCW 19.36.010

Additionally, in the instant case, MERS is not a beneficiary-even though it was referred to as such in a number of documents-because it clearly was not the holder of the note in the 2009 Foreclosure (this is a prerequisite under the Washington Deeds of Trust Act.) See RCW 61.24.005(2). Also see Bain vs MERS. There was no written assignment, recorded or unrecorded assignment produced making MERS the beneficiary, no exchange of consideration and no purchase and sale agreement from any Beneficiary. MERS did not hold the Note in this case and therefore it failed to meet the requirements of RCW 61.06.010, RCW 64.04.010, RCW 19.36.010 and RCW 65.08.070.

Under the circumstances, trustee Fidelity failed to meet its fiduciary duty to discern this before appointing MERS. RCW 61.24.030 (7)(a)(b). Additionally, MERS acted in a deceptive fashion and pressed a false claim. RCW 40.16.030. For these reasons the documents (AST#1, NOTS#1, TD, Amended order and Excise tax) improperly clouded Delfierro's Chain of Title.

Therefore, to call MERS a beneficiary is to violate the holding in the Ndiaye ruling cited above.

During trial in this matter, on October 29, 2014, the Equifirst witness claimed that Equifirst had sold the subject note to Sutton Funding LLC (a non MERS member) during August of 2007. Ms. Stacey then indicated that Sutton Funding, LLC then sold the note to FCDB FF1 LLC (also a non MERS member) during September of 2008. None of the referenced entities have ever produced any credible written assignments-recorded or unrecorded-no assignment of the deed of trust, no proof of exchange of consideration and no credible agreement.

The above-referenced entities have therefore failed to meet the mandates of RCW 61.16.010, RCW 64.04.010, RCW 19.36.010, RCW 65.08.070. The only document referenced was a so-called Purchase and Sale Agreement which was unsigned and contained none of the referenced exhibits and made no reference to the Delfierro Note. (Indeed, this same agreement was rejected by the Trial Judge at a dispositive hearing because Delfierro's loan was not referenced in the agreement and the original note and/or allonge was not presented.) Also, these transactions failed to meet the prerequisites laid out in RCW 61.24.005(2). See Bain v MERS. Even if there was a written assignment entered into with Sutton, Equifirst had

chosen not to record any documents reflecting any such conveyance. RCW 65.08.070.

Equifirst apparently had chosen not to comply with its contract with MERS. (Members of MERS are required to record an assignment when the loan is transferred to a non-MERS member, which is a prerequisite imposed by MERS on its members-so as not to break the chain of Title.) Mariners 4 had never claimed that it bought the note from FCDB FF1 LLC. As was the case above with Sutton, there is no assignment, recorded or unrecorded, no consideration exchanged and there was no purchase agreement between FCDB FF1 LLC and M4. Indeed, Mariners 4 was not even identified as a party in the 2009 Unlawful Detainer trial and Foreclosure.)

Mariners 4 did not even assert any claims until June 6, 2010 when it filed a claim with the Bankruptcy Court and Mariners did not concede that they were a non-existent entity even though Mariners 1 was the party in the 2009 Unlawful Detainer Trial and 2009 Foreclosure) until November 2013.

The existence of the so-called Mariners 4 purchase and sale agreement was disclosed well after the discovery cutoff in this case (at a pre-trial Motion for Summary Judgment that was brought by Mariners)

and it was not accepted by the court during that hearing. This document was not admitted until after all parties had rested. This was a classic case of "trial by ambush." RCW 40.16.030.

Literally, for five years, Mariners 4 had claimed that it purchased the Delfierro Note from Equifirst and MERS and suddenly stopping on a dime, Mariners in 2014 was now claiming that it had purchased the note from FCDB SNPWL TRUST. As noted above, it produced a late, unverified purchase and sale agreement (PSA) that contained no signatures, no exhibits and was replete with blanks . Exh. (3).

Also, Mariners 4 falsely claimed that it was the buyer of the REO properties of FCDB SNPWL REO LLC where the schedule that was produced stated that Delfierro's loan was real estate owned (REO), (meaning that Delfierro's loan had been foreclosed which, of course was not the case.) Delfierro was strongly prejudiced for she was not given a chance to learn about or obtain discovery regarding FCDB SNPWL Trust because the purchase and sale agreement (Exh.3) was late produced by Mariners and only admitted after the parties had rested.

Mariners 4 did not buy the note from FCDB FF1 LLC nor from FCDB SNPWL TRUST of Fortress. Mariners 4 was on constructive notice as to any defect in the title as early as recording of the Equifirst DOT.

Here are some issues undermining Mariners' arguments: why did Mariners 4 not question why MERS was the foreclosing party. Why did Mariners 4 not question Fortress and the other entities regarding problems with the purchase agreement (Exh 3). Why did Mariners 4 not come forward and declare it was the foreclosing party in the foreclosure and UD Trial that occurred in September 2009.

(Mariners 1, the non-existing entity claimed it was the foreclosing party in 2009) was the Plaintiff in the Unlawful Detainer Trial, it gave Delfierro eviction Notice and sued, Fidelity awarded the Trustee's Deed to Mariners 1, the entity in the Excise Tax affidavit which changed the index of the Delfierro 's chain of title.

Consider Fed. Nat't Mortg. Ass 'n v. Ndiaye , No. 32994-1-111¶18. Many principles of law confirm that Ibrahima Ndiaye had constructive notice of any defect in title as early as his signing of the mortgage and promissory note. If a person exercising reasonable care could have known a fact, he or she is deemed to have had knowledge of that fact. Denaxas v. Sandstone Court of Bellevue, LLC, 148 Wn.2d 654, 667, 63 P.3d 125 (2003). One cannot be heard to say that he did not know of these matters which were open, obvious, and of public record. Dowgialla v. Knevage, 48 Wn.2d 326, 335, 294 P.2d 393 (1956). One is presumed to know the

law. Nugget Properties, Inc. v. County of Kittitas, 71 Wn.2d 760, 765, 431 P.2d 580 (1967).

This is also true for the Mariners organization.

Mariners were on constructive notice as to the publicly recorded documents. Mariners can't ignore the fact that the loan was being foreclosed by MERS entity not by any Fortress entities.

The Appeal Court did not only contradict the Supreme Court but it also contradicted various Trial Court rulings of 2014 (it ruled the note was purchased from FCDB SNPWL Trust), the Bankruptcy Court in 2010 and the Unlawful Detainer Trial in 2009 (they ruled the note was purchased from Equifirst Corporation). The Courts were used as tool for perpetration of a fraud. Interchanging similar sounding names and changing stories. Further, The trial court ruled the seller to Mariners 4 was FCDB SNPWL Trust, the Appeal Court ruled the seller was FCDB FF1 LLC but the late produced unverified incomplete Mariners 4 purchase sale agreement, Exh. (3) states the seller was FCDB SNPWL REO LLC a stand-alone entity that has its own license and the Schedule states the loan was an REO.

IV. ISSUES OF SUBSTANTIAL PUBLIC ISSUES

The tracking of the majority of residential loans financed in Washington state for the past decade are not tracked through the King

County Recorder's Office but through a private tracking company, MORTGAGE ELECTRONIC RECORDING SYSTEM Inc. (MERS) Located in Virginia. This being done with no government oversight and without any specific authority.

Under Washington Law only certain records are required to be recorded in the county recording system. A purpose of the public recordings is to provide public notice of events effecting the ownership and also provide notice of encumbrances' on real property and mark the date and time such events occurred. Publicly recorded MERS documents have been successfully utilized in litigation regarding the Delfierro property, being acted upon by defendants in this case to foreclose on the Delfierro property and gain access as a creditor in Delfierro's bankruptcy. Allowing them to receive money from Delfierro's estate and placing Delfierro's rights to her property at risk.

In the final moment of the trial in the instant case the trial court accepted a major change in the defendants claim in that an error on their part after all parties had rested in 2009 had caused them to name the wrong source as to where they purchased the Delfierro loan and they did not become aware of it until mid-trial in late 2014. Their original, now claimed erroneous, claim was that they bought it from Equifirst via MERS,

a claim supported by the public records and successfully litigated. Their new claim is that they purchased the Note from a non-MERS entity, a transaction in conflict with four recorded documents authored by or referencing MERS. The support for the new claim consists of the testimony of Defendant Olson, owner of the Mariners entities, who now testify that he purchased the note from "Fortress" and he provided late a copy of a Purchase and Sale Agreement that is incomplete, unsigned and which fails to properly identify the parties involved and a copy of a note that is incomplete and bore unique physical characteristics clearly identifying it as not being the note later alleged to be lost. The trial court and the Court of appeals ruled that the MERS documents have insufficient value towards her argument that the unrecorded "Fortress" transaction never occurred.

In the Bain decision the Supreme Court ruled that their decision would not be retroactive but that each case would be heard individually on its own merits. The involvement of MERS in this case (or the use of the MERS name) shows that without better guidelines to create some consistency in the various rulings no workable case law will emerge until private individuals impacted can expend the tens to hundreds of thousands of dollars needed to litigate these cases or walk away from the legitimate

ownership of their home.

V. CONCLUSION

Given the overwhelming number of flaws described herein, and given the number of conflicts with other holdings the Court of Appeals decision should be reversed.

See enclosed map which depicts 1) pertinent recorded documents at the King County Recorder's office and 2) the chain of title before and after discovery.

Respectfully submitted this 26th day of February, 2016.

TRIAD LAW GROUP

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CERTIFICATE OF SERVICE

I certify under penalty of perjury in accordance with the laws of the State of Washington that on February 26, 2016, I caused the attached **APPELLANTS' REPLY TO RESPONDENTS ANSWER TO APPELLANT'S PETITION FOR REVIEW** and the **SUPPLEMENT TO APPELLANTS' REPLY TO RESPONDENTS ANSWER TO APPELLANTS' PETITION FOR REVIEW** be emailed to the following email address:

Joe Solseng
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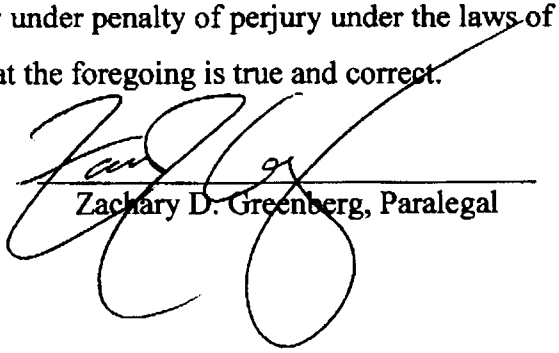
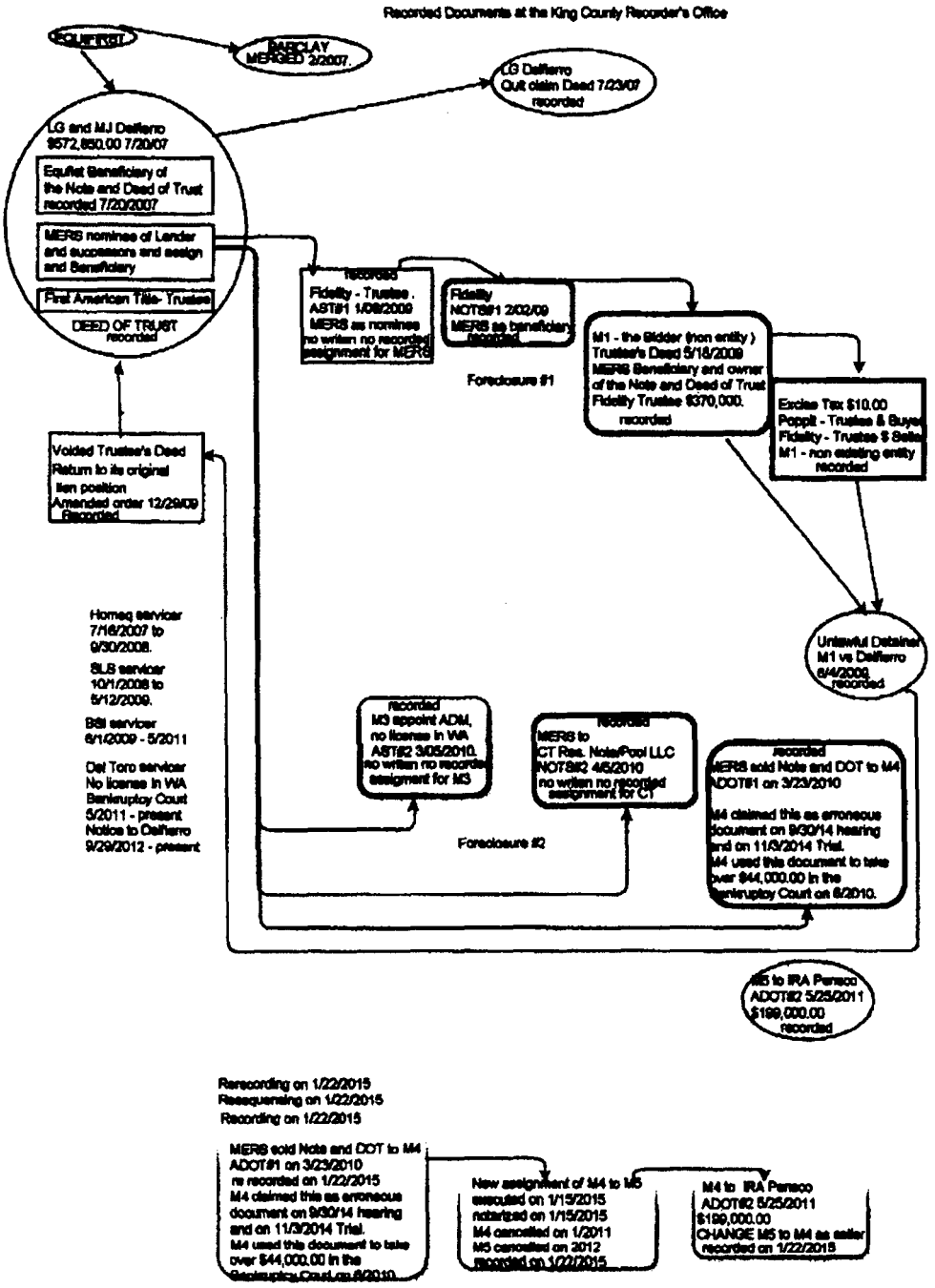
jsolseng@robinsontait.com

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.



Zachary D. Greenberg, Paralegal

ATTACHMENT


Recorded Documents at the King County Recorder's Office
EQUIFIRST
BARCLAY MERGED 2/2007.
LG Delfierro Quit claim Deed 7/23/07 recorded
LG and MJ Delfierro $572,850.00 7/20/07
Equifist Beneficiary of the Note and Deed of Trust recorded 7/20/2007
MERS nominee of Lender and successors and assign and Beneficiary
First American Title- Trustee
DEED OF TRUST recorded
recorded
Fidelity - Trustee . AST#1 1/08/2009
MERS as nominee
no writen no recorded assignment for MERS
Fidelity NOTS#1 2/02/09
MERS as beneficiary recorded
Foreclosure #1
M1 - the Bidder (non entity) Trustee's Deed 5/18/2009
MERS Beneficiary and owner of the Note and Dead of Trust
Fidelity Trustee $370,000.
recorded
Excise Tax $10.00
Popplt - Trustee & Buyer
Fidelity - Trustee $ Seller
M1 - non existing entity
recorded
Voided Trustee's Deed
Return to its original lien position
Amended order 12/29/09 Recorded
Homeq servicer 7/16/2007 to 9/30/2008.
SLS servicer 10/1/2008 to 5/12/2009.
BSI servicer 6/1/2009 - 5/2011
Del Toro servicer No license in WA Bankruptcy Court 5/2011 - present
Notice to Delfierro 9/29/2012 - present
Unlawful Detainer M1 vs Delfierro 6/4/2009 recorded
recorded
M3 appoint ADM, no license in WA
AST#2 3/05/2010.
no writen no recorded assignment for M3
Recorded
MERS to CT Res. Note/Pool LLC
NOTS#2 4/5/2010
no writen no recorded assignment for CT
recorded
MERS sold Note and DOT to M4
ADOT#1 on 3/23/2010
M4 claimed this as erroneous document on 9/30/14 hearing and on 11/3/2014 Trial.
M4 used this document to take over $44,000.00 in the Bankruptcy Court on 6/2010.
Foreclosure #2
M5 to IRA Perseo
ADOT#2 5/25/2011
$199,000.00
recorded
Rerecording on 1/22/2015
Resequencing on 1/22/2015
Recording on 1/22/2015
MERS sold Note and DOT to M4
ADOT#1 on 3/23/2010
re recorded on 1/22/2015
M4 claimed this as erroneous document on 9/30/14 hearing and on 11/3/2014 Trial.
M4 used this document to take over $44,000.00 in the Bankruptcy Court on 6/2010.
New assignment of M4 to M5
executed on 1/15/2015
notarized on 1/15/2015
M4 cancelled on 1/2011
M5 cancelled on 2012
recorded on 1/22/2015
M4 to IRA Perseo
ADOT#2 5/25/2011
$199,000.00
CHANGE M5 to M4 as seller
recorded on 1/22/2015

OFFICE RECEPTIONIST, CLERK

From: OFFICE RECEPTIONIST, CLERK
Sent: Friday, February 26, 2016 11:16 AM
To: 'Vita Tsinkevich'
Cc: cmg@triadlawgroup.com; zach.greenberg@triadlawgroup.com; jsolseng@robinsontait.com
Subject: RE: Request for Filing of Brief / Court of Appeals-Division I / Case No. 73016-9

Received on 02-26-2016

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Cc: cmg@triadlawgroup.com; zach.greenberg@triadlawgroup.com; jsolseng@robinsontait.com
Subject: RE: Request for Filing of Brief / Court of Appeals-Division I / Case No. 73016-9

Enclosed please find the following revised documents for filing:

1) Appellants' Reply to Respondents Answer to Appellants' Petition for Review; and
2) Supplement to Appellants' Reply to Respondents Answer to Appellants' Petition for Review.

Appellant is replying to Respondents Answer to Appellants original petition for review. There is also a supplement to Appellant's Reply. Hopefully, this helps clarify. If there is anything else I can do, please let me know.

Kind regards,

From: OFFICE RECEPTIONIST, CLERK [mailto:SUPREME@COURTS.WA.GOV]
Sent: Friday, February 26, 2016 8:28 AM
To: 'Vita Tsinkevich'
Cc: cmg@triadlawgroup.com; jsolseng@robinsontait.com
Subject: RE: Request for Filing of Brief / Court of Appeals-Division I / Case No. 73016-9
Importance: High

Is the first filing of "Appellant's Reply Brief" intended to be an "Answer to a Petition for Review"? And is the second filing intended to be a "Supplement" to the Answer? If so, please indicate on the title page and refile.

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Cc: cmg@triadlawgroup.com; jsolseng@robinsontait.com
Subject: RE: Request for Filing of Brief / Court of Appeals-Division I / Case No. 73016-9

Enclosed is a supplement to the reply brief filed moments ago.

From: OFFICE RECEPTIONIST, CLERK [mailto:SUPREME@COURTS.WA.GOV]
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Cc: cmg@triadlawgroup.com; jsolseng@robinsontait.com
Subject: Request for Filing of Brief / Court of Appeals-Division I / Case No. 73016-9

Clerk:

Please file the attached **Appellants' Reply Brief** with the Supreme Court in case: **Lorina Delfierro vs. BSI Financial Services / Case No. 73016-9.**

This brief is being submitted by: Charles M. Greenberg, WSBA No. 17661
Triad Law Group
Phone: 425-774-0138
Email: cmg@triadlawgroup.com

Best regards,

Vita Tsinkevich
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