

COURT OF APPEALS DIVISION II
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STATE OF WASHINGTON
BY *[Signature]* DEPUTY

COURT OF APPEALS DIVISION II
OF THE STATE OF WASHINGTON

No. 41011-7-II

In re:

DARRELL RODMAN,
Appellant,
vs
Dickson Steinacker PS
Respondent.

BRIEF OF APPELLANT – DARRELL RODMAN

Respectfully submitted:

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ORIGINAL

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I. INTRODUCTION

This case resolves around the issue of whether a document signed by a judgment creditor in front of a notary public containing the language “full satisfaction and settlement” and “further releases the Dickson Law Office, PLLC, portion of the judgment on record as judgment number 05-9-00030-0 which was entered in this cause on December 30, 2004” is unambiguous and thus fully resolves the debt between the parties. *CP 190-194 Partial Satisfaction of Judgment*. The related issue is whether the below court was in error that the judgment creditor, who is also a licensed attorney, signing such a full satisfaction has a credible defense by later stating that his unilateral, subjective intent was the opposite of the exact wording in the documents because the title was denominated as “partial satisfaction of judgment” and the fact that he did not read the document he signed releases him from the consequences of his signature. *CP 212-234, Declaration of Thomas Dickson, page 3 lines 17-21*. Mr. Dickson (hereafter Mr. Dickson is used to represent himself, Dickson Law Office PLLC, and Dickson Steinacker PS as successors) entered into a full satisfaction and settlement of his portion of the judgment, got paid, and then ignored this accord and satisfaction and went to court to get more money without informing the court of this full satisfaction or payment.

This court should not allow any creditor to abuse the legal system in this manner.

In the underlying case, several creditors obtained a single judgment entered on December 30, 2004. *CP 1-5 Judgment*. Mr. Thomas Dickson was one (1) of five (5) judgment creditors listed on that single Judgment court order. On March 29, 2007, Mr. Thomas Dickson signed a satisfaction of judgment that had a title of “partial satisfaction of judgment” because Mr. Dickson’s satisfaction was only PART of the full judgment entered on December 30, 2004, and thus the only legally correct title was “partial satisfaction of judgment” because Mr. Dickson’s signature only represented partial satisfaction of the entire judgment. However this document clearly, unambiguously had in the body of the document that Mr. Dickson was signing that document in front of a notary public in “full satisfaction and settlement” and “further releases the Dickson Law Office, PLLC, portion of the judgment on record as judgment number 05-9-00030-0 which was entered in this cause on December 30, 2004” (the judgment number being that associated with the judgment entered on December 30, 2004). Nonetheless, Mr. Dickson then using as his basis his fully satisfied portion of the December 30, 2004, judgment obtained on January 23, 2009, an Order Regarding Disbursement of Funds by Clerk of the Court allowing payment to Mr.

Dickson from Mr. Rodman's funds in the amount of \$13,638.11, without informing the court of the satisfaction of judgment he signed. *CP 81-83 Order regarding disbursement of funds by Clerk fo the Court.* Mr. Dickson then using as his basis his portion of the December 30, 2004, judgment obtained an Amended Judgment on September 25, 2009, allowing an increase in the judgment from the original judgment order in the amount of \$24,103.48, without informing the court of the satisfaction of judgment he signed. *CP 118-120 Amended Judgment.* AT NO TIME did Mr. Thomas Dickson inform the Court that on March 29, 2007, he already **FULLY SATISFIED** his portion of the original judgment.

At the hearing on July 2, 2010, the judge erred by not finding the satisfaction of judgment signed by Mr. Dickson unambiguously resolved the debt owed to him by Mr. Rodman. The court also erred by accepting as a defense and interpretation of the document the unilateral, subjective intention of Mr. Dickson stated long after the signing of the full satisfaction and settlement in addition to the untenable defense that he did not read the document he signed and thus should not be held accountable to the clear meaning of that document. *CP 212-234, Declaration of Thomas Dickson, page 3 lines 17-21.* The court also erred as without any sufficient factual basis and contrary to the sworn declaration of Mr. Shillito and Mr. Rodman, that Mr. Shillito and Mr. Rodman intended

something other than what was written in the satisfaction of judgment document, a full satisfaction and settlement of the claims by Mr. Dickson against Mr. Rodman. *RP page 19-20; CP 128-176 Motion to vacate writ of garnishment, et al, pages 27-29 Declaration of Noel P. Shillito; and CP 180-182 Declaration of Darrell Rodman.* Therefore, this court is asked to remedy this injustice by overturning the lower court's July 2, 2010, order and resolving the case at this level by finding in favor of Mr. Rodman by 1) vacating the Writ of Garnishment entered December 23, 2009; 2) vacating the Amended Judgment Order entered September 25, 2009; 3) ordering disgorgement of unlawfully obtained funds by Mr. Thomas Dickson pursuant to the Order Regarding Disbursement of Funds by Clerk of the Court entered January 23, 2009, PLUS interest at 12% per annum from that date; 4) ordering that full satisfaction of Mr. Thomas Dickson's portion of the original judgment entered December 30, 2004, has been tendered; and 5) ordering payment of costs and reasonable attorney's fees by Mr. Thomas Dickson to Mr. Darrell Rodman for the frivolous court actions, bad faith litigation, and fraud on the court pursuant to the inherent power of the court RCW 2.28.010 and CR11.

II. ASSIGNMENTS OF ERROR

1. Assignment of error number one (1): The court abused its discretion ruling that Mr. Rodman's motions were untimely since Mr.

Dickson had no legal right to go to court after the full satisfaction of judgment was signed; those subsequent judgments were void, and there is no time requirement to vacate void judgments. *RP page 19, lines 20-22.*

2. Assignment of error number two (2): The lower court abused its discretion ruling that Mr. Rodman's former attorney who drafted the satisfaction of judgment subjectively intended it only as a partial satisfaction as to Mr. Dickson, contrary to the plain language of the document and directly contrary to the sworn declaration of Mr. Shillito. *RP page 19, lines 23-25 and page 20, lines 4-5.*

III. ISSUES PERTAINING TO ASSIGNMENTS OF ERROR

1. Assignment error one (1) issue one (1): Does a full satisfaction of judgment eliminate the signing judgment creditor's rights to additional funds and court orders based on the same judgment order making any subsequent court orders void? Yes.

2. Assignment of error one (1) issue two (2): Does a court abuse its discretion when finding a motion to vacate untimely eight (8) months after the last court order when the underlying judgment has been fully satisfied and subsequent orders void? Yes.

3. Assignment error two (2) issue one (1): Does a satisfaction of judgment titled "partial" accurately describe the document when there are

multiple judgment creditors listed in a single judgment order and the titled document only pertains to one judgment creditor? Yes.

4. Assignment error two (2) issue two (2): Does the court abuse its discretion when taking the unilateral, subjective statement of intent of one party to a full satisfaction of judgment? Yes.

5. Assignment error two (2) issue three (3): Does the court abuse its discretion when ruling on a subjective intent of Mr. Rodman and his prior attorney Mr. Shillito in direct contradiction to their sworn declarations? Yes.

IV. STATEMENT OF THE CASE

In the underlying case, several creditors obtained a single judgment against Mr. Rodman entered on December 30, 2004. *CP 1-5 Judgment*. Mr. Thomas Dickson was one (1) of five (5) judgment creditors listed on that single Judgment court order. On March 29, 2007, Mr. Thomas Dickson signed a satisfaction of judgment that had a title of “partial satisfaction of judgment” because Mr. Dickson’s satisfaction was only PART of the full judgment entered on December 30, 2004, but that clearly, unambiguously had in the body of the document that Mr. Dickson was signing that document in front of a notary public in “full satisfaction and settlement” and “further releases the Dickson Law Office, PLLC, portion of the judgment on record as judgment number 05-9-00030-0

which was entered in this cause on December 30, 2004” (the judgment number being that associated with the judgment entered on December 30, 2004). Nonetheless, Mr. Dickson used as his basis his fully satisfied portion of the December 30, 2004, judgment to obtain on January 23, 2009, an Order Regarding Disbursement of Funds by Clerk of the Court, allowing payment to Mr. Dickson from Mr. Rodman’s funds in the amount of \$13,638.11. *CP 81-83 Order regarding disbursement of funds by Clerk fo the Court*. Mr. Dickson then used as his basis his fully satisfied portion of the December 30, 2004, judgment to obtain an Amended Judgment on September 25, 2009, allowing an increase in the original judgment in the amount of \$24,103.48. *CP 118-120 Amended Judgment*. AT NO TIME did Mr. Thomas Dickson inform the Court that on March 29, 2007, he already **FULLY SATISFIED** his portion of the original judgment (or even he was paid \$15,000.00 toward this judgment). Mr. Dickson then obtained a Writ of Garnishment on December 23, 2009, against Mr. Darrell Rodman’s putative interest in the Estate of Wilma Rodman. Upon learning of these actions through Mr. Rodman’s current counsel, information was gathered, research done, papers filed June 1, 2010, and a hearing held on July 2, 2010, and the order there from the subject of this appeal. *CP 235-236 Order on show cause*.

V. SUMMARY OF THE ARGUMENT

The lower court erred by not enforcing the notarized full satisfaction and settlement of judgment signed by Mr. Dickson on March 29, 2007, that unambiguously resolved the debt between Mr. Rodman and Mr. Dickson. All actions by Mr. Dickson after that date related to the underlying judgment that was fully satisfied and settled, were void since he had no continuing rights or standing, which constituted fraud on the court for failure to disclose the full satisfaction. Therefore, any funds obtained by Mr. Dickson after March 29, 2007, should be disgorged by Mr. Dickson to Mr. Rodman with an award of attorney's fees and costs to Mr. Rodman.

VI. ARGUMENT

1. The lower court erred when ruling the motion to vacate the void judgments of Mr. Dickson were untimely.

The “full satisfaction and settlement” with the additional text of “further releases the Dickson Law Office, PLLC, portion of the judgment on record as judgment number 05-9-00030-0 which was entered in this cause on December 30, 2004” is a contract between Mr. Dickson and Mr. Rodman that clearly meets the legal standard of an accord and satisfaction making all obligations related to the judgment not further enforceable by the judgment creditor, and thus any subsequent additional orders on that

judgment would be void. *See Perez v. Pappas*, 98 Wn.2d 835; 659 P.2d 475 (1983) (setting forth the accord and satisfaction elements and long established contract principal that further action on the satisfied judgment is not proper.) While the underlying judgment dated December 30, 2004, was valid it was fully satisfied by the satisfaction of judgment, and thus any subsequent court orders would be void. “The 1-year limitation is not applicable to a void judgment and the trial court is vested with considerable discretion in determining whether such a motion is timely.” *See N. Commercial Co. v. E. J. Hermann Co.*, 22 Wn. App. 963, 972; 593 P.2d 1332 (1979) (Division II), *Citing Columbia Valley Credit Exch., Inc. v. Lampson*, 12 Wn. App. 952, 533 P.2d 152 (1975). *See also Allstate Ins. v. Khani*, 75 Wn. App. 317; 877 P.2d 724 (1994) (A motion to vacate under CR 60(b)(5) may be brought at “any time” after entry of judgment.)

The accord and satisfaction case law applies equally to a liquidated and unchallenged amount such as a judgment. *See Harding v. Will*, 81 Wn.2d 132, 138; 500 P.2d 91 (1972). Once the accord and satisfaction has been reached the creditor has no additional recovery possible on the prior satisfied debt amount. Division Two of the Court of Appeals summarized the reasoning succinctly as:

“It is completely inconsonant with accord and satisfaction, which contemplates that one party's assent to performance by the second

party in a manner other than that spelled out in the contract will create a new contract, rather than permitting the first to accept part performance and still invoke remedies to enforce the original contract.”

See State v. J-Z Sales Corp., 25 Wn. App. 671, 682; 610 P.2d 390 (1980) (the common law principal of accord and satisfaction is applied to the Uniform Commercial Code). Any rights of Mr. Dickson were fully resolved on March 29, 2007, with the signing of the full satisfaction of judgment; any subsequent court orders were void and he was without standing to go to court thereafter.

Mr. Rodman’s motion was brought within eight (8) months of the last improperly obtained order by Mr. Dickson and a longer period of time is warranted under the applicable subsections of CR60(b) as applied to this case because of the following:

1. CR60(b)(1) “irregularity in obtaining a judgment or order” in that Mr. Dickson failed to notify the court that he fully satisfied his judgment on March 29, 2007 (or received a payment of \$15,000.00), and therefore his obtaining of further relief was by irregularity of process.
2. CR60(b)(4) “fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party” in that Mr. Dickson’s conduct amounts to fraud, misrepresentation, and

misconduct by seeking relief he knew he was not entitled and failed to accurately inform the court of a material fact – that he already fully satisfied the judgment upon which he sought additional relief.

3. CR60(b)(5) “the judgment is void” in that since the judgment of December 30, 2004, was fully satisfied as to Mr. Dickson on March 29, 2007, then any relief or court order thereafter was void.

4. CR60(b)(6) “the judgment has been satisfied, released, or discharged” in that this is exactly what happened on March 29, 2007, Mr. Dickson’s portion of the judgment was fully satisfied and settled as evidenced by his signature on the satisfaction document.

Therefore, the court abused its discretion in finding that Mr. Rodmans’ motions to disgorge funds and vacate the void judgments were untimely. Mr. Dickson accepted as full payment the \$15,000.00 on March 29, 2007, and his actions after this accord and satisfaction are void and fraudulent allowing the victim Mr. Rodman to correct this within the time that he has done so.

2. The lower court erred when ruling the satisfaction of judgment signed by Mr. Dickson was ambiguous and interpreted that document based on the unilateral, subjective intent stated by Mr. Dickson.

The satisfaction of judgment between Mr. Dickson and Mr. Rodman is a settlement agreement entitled to the same interpretation by the courts as any contract. The Washington Supreme Court has set forth the guidelines for interpretation that resolves this case.

“This court interprets settlement agreements in the same way it interprets other contracts. *Mut. of Enumclaw Ins. Co. v. USF Ins. Co.*, 164 Wn.2d 411, 424 n.9, 191 P.3d 866 (2008). In doing so, we attempt to determine the intent of the parties by focusing on their objective manifestations as expressed in the agreement. *See Hearst Commc'ns, Inc. v. Seattle Times Co.*, 154 Wn.2d 493, 503, 115 P.3d 262 (2005). The subjective intent of the parties is generally irrelevant if we can impute an intention corresponding to the reasonable meaning of the actual words used. *Id.* at 503-04.

Whether a contract or statute authorizes an award of attorney fees is a question of law reviewed de novo. *Torgerson v. One Lincoln Tower, LLC*, 166 Wn.2d 510, 517, 210 P.3d 318 (2009).

See McGuire v. Bates, 169 Wn.2d 185, 188-189; 234 P.3d 205 (2010). The court went on to interpret the plain language in the body of a settlement document that “all claims” meant as the plain English would imply that it was a settlement of “all claims.” *Id.* at 190. Similarly in this case, “full satisfaction and settlement” has a clear, unambiguous, and recognized

meaning that it is a “full” satisfaction and settlement of all claims.

Therefore, all of Mr. Dickson’s actions after his signature on this document are void and should be vacated with disgorgement of funds and payment of attorney’s fees and costs.

Mr. Dickson’s argument, and the lower court’s reliance thereon, that the title to the satisfaction of judgment document creates some ambiguity is untenable. In a very recent case filed April 27, 2010, Division Two of the Appellate Court, reversed the Pierce County Superior Court, and affirmed the judicial cannon that the caption, heading, or title to a contract is not determinative of a claimed legal effect of the contract if the claimed legal effect is unsupported by the text of the contract. The relevant passages are as follows:

“When analyzing the parties’ intent, a court must examine not only the four corners of any writing the parties may have signed, but also the circumstances leading up to and surrounding the writing,” for which extrinsic evidence is admissible. *Hall*, 87 Wn. App. at 8 (citing *Berg v. Hudesman*, 115 Wn.2d 657, 663, 801 P.2d 222 (1990)). In considering the circumstances surrounding the agreement, courts examine the parties’ objective manifestations of intent, but not their unilateral or subjective purposes and intentions about the meaning of what is written. *Hall*, 87 Wn. App. at 9. In other words, we “strive[] to ascertain the meaning of what is written in the contract, and not what the parties intended to be written” but did not memorialize. *Bort v. Parker*, 110 Wn. App.

561, 574, 42 P.3d 980, *review denied*, 147 Wn.2d 1013, 56 P.3d 565 (2002). ...

In addition, we hold that the trial court's reliance on the January 25 Addendum to support its summary judgment ruling was misplaced. *See* CP at 398. Although the January 25 Addendum's heading includes the words "Lease[,] Option to Buy[,] and Purchase and Sale Agreement," its body's text does not modify the Option or otherwise connect it to the Lease. CP at 190. The January 25 Addendum's heading includes both the Lease and the Option; but this heading, without more, does not show that the purchase Option was contingent on fulfilling the Lease terms. Thus, the trial court erred in relying on the January [*22] 25 Addendum to justify summary judgment for Ledaura.

See Ledaura, LLC v. Gould, 155 Wn. App. 786; 237 P.3d 914

(2010), *review denied* 169 Wn.2d 1030; 241 P.3d 786 (2010)). Analogous to the current case, Mr. Dickson asserts that he did not understand what he was signing because he did not read the satisfaction of judgment document and was confused by the title "Partial Satisfaction of Judgment" even though this is the legally correct title since Mr. Dickson's signature only represented a partial satisfaction of the whole judgment order. Great reliance was placed by the lower court on Mr. Dickson's declaration in which he asserted that his unilateral, subjective belief was that the document had the opposite legal effect of what it explicitly stated in the body – his now subjective belief that it only memorialized a partial

payment receipt toward the judgment debt and not a “full satisfaction and settlement” of his debt as it therein stated. The court’s decision is untenable and an abuse of discretion.

The court also makes a completely unsupported finding that Mr. Rodman and his former attorney Mr. Shillito subjectively intended that the satisfaction of judgment was only meant as a partial payment to Mr. Dickson. The sworn declaration of Mr. Shillito filed on June 1, 2010, as an attachment to Mr. Rodman’s motion to show cause and vacate judgments is a clear and unambiguous statement by Mr. Shillito that the satisfaction of judgment signed by Mr. Dickson was a full satisfaction of his portion of the multi-creditor judgment order. *CP 128-176 Motion to vacate writ of garnishment, et al, pages 27-29 Declaration of Noel P. Shillito*. The declaration of Mr. Rodman filed on June 1, 2010, similarly asserts that he only authorized and fully meant the satisfactions of judgments to be a full resolution of the respective creditor’s claims. *CP 180-182 Declaration of Darrell Rodman*. The lower court abused its discretion by finding that Mr. Shillito and Mr. Rodman had the subjective intention contrary to the plain language of the satisfaction of judgment signed by Mr. Dickson as well as completely contrary to both of their sworn statements. *RP page 19 and 20*.

3. Mr. Rodman should be entitled to attorneys fees and costs.

Payment of costs and reasonable attorney's fees by Mr. Dickson to Mr. Rodman for the above identified frivolous court actions, bad faith litigation, and fraud on the court should be fully ordered pursuant to the inherent power of the court under RCW 2.28.010 and CR11 for Mr. Dickson's filing frivolous pleadings knowing there was no factual basis since he signed a full satisfaction of his judgment of his debt. In a less egregious but analogous case, Division One of the Court of Appeals addressed this issue in a CR60 case where one attorney failed to fully inform the Commissioner of all relevant information regarding the litigation status between the parties and held that not only was vacation proper, but "the judgment was procured fraudulently so that it was void" and "the court has the inherent power to impose sanctions against an attorney for inappropriate and improper conduct" and "*CR 11* authorizes the assessment of a sanction, including reasonable attorney fees, against an attorney ... for bad faith litigation conduct." See *Wilson v. Henkle*, 45 Wn. App. 162; 724 P.2d 1069 (1986). The conduct of Mr. Dickson is much more contemptuous than in *Wilson* and this willful action deserves the full punishment of the court. Mr. Rodman should not be victimized to suffer attorney's fees and costs to defend against court action by a judgment creditor who was fully satisfied through a negotiated process resulting in a

signed, notarized full satisfaction of judgment; especially a judgment creditor who is an attorney who has full knowledge of both the consequences of signing a full satisfaction and the legal consequences of misleading the court for his own pecuniary gain. We request the court to order attorney's fees and costs in favor of Mr. Rodman out of equity and any other legal authority.

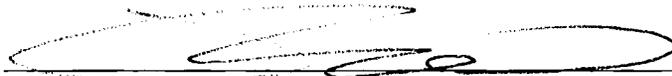
VII. CONCLUSION

The lower court abused its discretion when it refused to issue an order to 1) vacate the Writ of Garnishment entered December 23, 2009, in favor of Dickson Steinacker PS; 2) vacate the Amended Judgment Order entered September 25, 2009, in favor of Dickson Steinacker PS; 3) order disgorgement of unlawfully obtained funds by Mr. Thomas Dickson pursuant to the Order Regarding Disbursement of Funds by Clerk of the Court entered January 23, 2009, PLUS interest at 12% per annum from that date; 4) order that full satisfaction of Mr. Thomas Dickson's portion of the original judgment for multiple creditors entered December 30, 2004, has been tendered as indicated by the notarized full satisfaction and settlement of the judgment signed by Mr. Dickson on March 29, 2007; and 5) order payment of costs and reasonable attorney's fees by Mr. Dickson to Mr. Rodman for the frivolous court actions, bad faith litigation, and

fraud on the court pursuant to the inherent power of the court RCW 2.28.010 and CR11.

Based upon the foregoing arguments and authority the Appellant Mr. Darrell Rodman respectfully requests and order reversing the trial court's decision on July 2, 2010, denying the motion for the above stated relief. Furthermore, because of the clear abuse of discretion and no debatable factual material issue, Mr. Rodman requests this appellate court to make the final decision in this case that the full satisfaction of judgment signed in front of a notary public by Mr. Thomas Dickson is unambiguous and enforceable such that the aforementioned five (5) items of relief should be granted to Mr. Rodman without the additional costs and court time of a remand. Mr. Rodman also requests this court to order costs and attorney's fees for both the Superior Court and Appellate Court actions.

Dated this 20th day of December 2010. Respectfully submitted,



Philip B. Wade, WSBA#37570
Attorney for Appellant Mr. Rodman

STATE OF WASHINGTON
COUNTY OF PIERCE
FILED 2020 07 01 13
STATE OF WASHINGTON
BY _____
BENTLEY

COURT OF APPEALS DIVISION II OF THE STATE OF WASHINGTON

In re matter of:

The City of Gig Harbor, et al,
Petitioner,
vs
MARIA I. WILKINSON, et al,
Respondent,
and
THE BONJORNI COMPANY, et at,
Intervenor Plaintiffs,
vs
MARIA I. WILKINSON, et al,
Intervenor Defendants.

DARRELL RODMAN,
Appellant,
vs
Dickson Steinacker PS
Respondent.

Court of Appeals No.: **41011-7-II**

Pierce County No.: 98-2-10761-3

DECLARATION OF SERVICE
APPELLANT'S BRIEF

TO: The CLERK of the above titled court; and

I Declare:

I am over the age of 18 years and I am not a party to this action. I served those listed on page two (2) of this document the following as indicated below:

1. Appellant's brief.

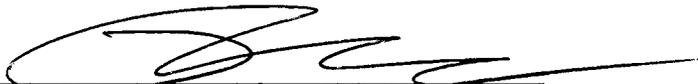
1 Service of the above document was made as follows:

2
3 Date: December 20, 2010

4 Time: 3:35 PM

5 Place: 1201 Pacific Avenue, Suite 1401, Tacoma, WA 98402

6
7 I declare under penalty of perjury under the laws of the state of Washington that the
8 foregoing is true and correct. Signed at Bremerton, WA on the 20th day of December 2010.
9

10 
11 Philip Wade, attorney for Mr. Rodman #37570
12 PO Box 5714, Bremerton, WA 98312 (mail)
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COURT OF APPEALS
DIVISION II

11 FEB 18 PM 3:32

STATE OF WASHINGTON

BY _____
DEPUTY

COURT OF APPEALS DIVISION II OF THE STATE OF WASHINGTON

In re matter of:

The City of Gig Harbor, et al,
Petitioner,
vs
MARIA I. WILKINSON, et al,
Respondent,
and
THE BONJORNI COMPANY, et al,
Intervenor Plaintiffs,
vs
MARIA I. WILKINSON, et al,
Intervenor Defendants.

DARRELL RODMAN,
Appellant,
vs
Dickson Steinacker PS
Respondent.

Court of Appeals No.: **41011-7-II**

Pierce County No.: 98-2-10761-3

DECLARATION OF SERVICE

APPELLANT'S BRIEF

TO: The CLERK of the above titled court; and

I Declare:

I am over the age of 18 years and I am not a party to this action. I served those listed on page two (2) of this document the following as indicated below:

1. Appellant's RESPONSE TO MOTION ON THE MERITS TO AFFIRM.

1 Service of the above document was made as follows:
2

3 Date: 2-18-11

4 Time: 3:25 PM

5 Place: 1201 Pacific Avenue, Suite 1401, Tacoma, WA 98402
6

7
8 I declare under penalty of perjury under the laws of the state of Washington that the
9 foregoing is true and correct. Signed at Bremerton, WA on 2-18-11.

10 
11 Philip Wade, attorney for Mr. Rodman #37570
12 PO Box 5714, Bremerton, WA 98312 (mail)
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