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STATE OF WASHINGTON
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NO. 49828-6-II

IN THE COURT OF APPEALS FOR THE STATE OF WASHINGTON
DIVISION II

SHELCON CONSTRUCTION GROUP, LLC,

Respondent

v.

SCOTT M. HAYMOND, et al,

Appellants

REPLY BRIEF OF APPELLANT

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I. ARGUMENT IN REPLY

Appellant respectfully submits this memorandum in reply to Respondent's Brief as follows:

A. STANDARD OF REVIEW.

1. There is not "substantial evidence" to support the court's rulings in this matter.

Respondent devotes time in his brief to the standard of review of the evidence in this case, accurately indicating that this court must determine if there is "substantial evidence" to support the trial court's findings in this case. However, based on the issues presented in Appellant's opening brief and the facts and authorities submitted in reply, this court should determine that there was not substantial evidence supporting the trial court's findings and conclusions regarding the transfer of the [East End Lake Tapps Rod and Gun] Club's ("the Club") membership interest and the legal effect thereof.

In this case, the trial court was asked to determine if, based on an unsupported statement in a former Club President's declaration (that was before this court in the initial appeal), the Club has additional rules which require prior board approval for a member to transfer his or her membership in the Club, despite the fact that the Bylaws do not have such

a requirement. Shelcon Constr. Grp., LLC v. Haymond, 187 Wash. App. 1038 (*14) (2015). In sum, it cannot be disputed that after a full evidentiary hearing on the subject, no additional Rules or Bylaws were produced at trial; rather simply the oral opinions of a current and a former Board member were offered to demonstrate what they believe to be the meaning of the existing Bylaws already before this court.

This court sent this matter back to the trial court, solely on a statement in a declaration by a former Club President that “no one could become a member without first being approved by the board of directors”. Id. This court went on to point out, however, that the Club Bylaws “do not contain any such rule”. Id.

The court also indicated that there was conflicting evidence about whether or not it is possible to own a club membership without owning a residence in the club. Id. This court again said that “if the Club rules prohibited membership without owning a dwelling, then Haymond’s membership was apparently extinguished in 2006”. Id.

The court pointed out that the “issue of fact” that had to be resolved was a conflict between the former Club President’s declaration which said that the “Club Rules” required prior approval of the board for a member to transfer a membership, and the written Club Bylaws, which do

not require such prior approval. Id. at 15. The Club President's statement seemed to imply that perhaps there was some other "rule" or bylaw not before the Appellate court which supports his "opinion" as outlined in his declaration. This court pointed out that the Court of Appeals is an "error correcting court", and not a fact finder, and that since there was no ruling on the tolling of the statute of limitations to review, the trial court needed to first make a determination whether the statute of limitations had run on the Club membership. Id. at 16.

Thus the sole issue of *credibility* of the former Club President, Richard McDermott (or any other witness at the evidentiary hearing) was whether or not there actually were, in existence, other Club Bylaws or Rules, as he declared, which required prior approval of the Board before a membership could legally transfer¹.

As the Court can see by reviewing the briefing, evidence, and record provided to this court, no such Rules or Bylaws were produced at the evidentiary hearing. Instead, only lay witnesses' sometimes conflicting testimony regarding their "opinions", as to what they believe the very same Bylaws already before this court actually say, was

¹ Of note on the finding of "credibility" of Mr. McDermott, he acknowledges not really knowing things in his declaration previously reviewed by this court because it was simply prepared by Linville. RP 70-71

presented. Accordingly, because no other rules were presented to the court, the Club President's credibility regarding these other "rules" was not established, and therefore there is not substantial evidence necessary to support the court's Conclusions of Law in this matter.

Furthermore, no evidence was presented by the Respondents to refute just why the transfer did not occur back in 2006/2008 according to the very statute upon which Respondent relies on to set aside the transfer: **RCW 19.40.061**. The aforementioned statute defines when a transfer of an asset such as a Club Membership occurs, and no evidence presented to the court supports a claim that it occurred, for statutory purposes, in 2012.

This is not about comparing disputed evidence on this issue, as there was no evidence submitted to explain the transfer in relation to the statute. The court erred as a matter of law in applying the facts in this case.

Finally, the court should note that a creditor seeking relief under **RCW 19.40.061** has the burden of proof of the elements of the claim by a preponderance of the evidence.

B. APPELLANTS BRIEF SUFFICIENTLY MAKES CLEAR THE ERROR'S BEING PRESENTED, AND ANY TECHNICAL VIOLATION OF RAP 10.3 DOES NOT PRECLUDE CONSIDERATION OF THE ISSUES.

Respondent contends that Appellant did not comply with **RAP 10.3(g)** in assigning specific errors to findings of fact in the “Assignment of Error” section of its brief, and therefore the court should disregard such challenges. This position is not supported by interpretive caselaw.

A party's failure to specifically assign error to a finding of fact does not preclude review of that finding under **RAP 10.3(g)** if the party's brief clearly indicates that he is challenging the finding. Lewis v. Estate of Lewis, 45 Wash.App. 387, 389 (1986). Under **RAP 1.2(a)**, which makes the serving of justice of greater importance than a strict technical application of the rules, the failure to make specific reference in an assignment of error to a challenged finding as required by **RAP 10.3(g)** will not prevent review when the nature of the challenge is clear and the finding in question is set forth in the text of the argument on the issue. Daughtry v. Jet Aeration Co. (1979) 91 Wash.2d 704, 710 592 P.2d 631.

In an attempt to distract the court from Appellant's meritorious position regarding the trial court's errors, Respondent argues that Appellant failed to properly list errors of Findings of Fact in the “Assignment of Error” section of its brief. The findings of fact are inextricably intertwined with the errors of law outlined in Appellant's brief. Furthermore making individual delineation of certain findings is

unnecessary because the balance of Appellant's brief more than adequately presents any issues raised by Appellants with respect to Findings of Fact. **RAP 10.3** does not serve to divest the court the ability to consider issues otherwise clearly outlined throughout Appellant's opening brief.

C. DEFINITION OF "TRANSFER" PURSUANT TO RCW 19.40.061 AND THE "NEW MEMBERSHIP" ISSUES ARE PROPERLY BEFORE THIS COURT BECAUSE APPELLANT DID ARGUE RCW 19.40.061 AND THE "NEW MEMBERSHIP" ISSUES TO THE TRIAL COURT. REGARDLESS, THESE ISSUES ARE STILL PROPERLY BEFORE THE COURT.

1. Appellants did argue the definition of 'transfer' under RCW 19.40.061 to the trial court.

Respondent incorrectly asserts that Appellants did not make its argument to the trial court regarding 'when' a transfer occurs under **RCW 19.40.061**. This assertion is simply incorrect. Appellant specifically argued the statutory characterization of when a transfer occurs with this type of personal property in both her opening and closing arguments to the trial court, devoting a good portion of the closing arguments to this issue. RP 24-26; RP 129-130. In fact, as the court can see, Appellant argued the exact same argument being advanced in its appeal before this court².

² It is likely that Mr. Linville simply forgot that this argument was made to the trial court, multiple times, because he simply reviewed the parties' trial briefs when preparing his response in the appeal. To that extent, I do not believe that his argument now that it was not raised to be intentionally frivolous unless he maintains this position at oral argument and does not retract his argument. However, the court should note that his

2. Appellant did raise the “new membership” issue before the trial court.

Again, and this time, Respondent inexplicably argues that Appellant failed to raise before the trial court the issue of Darra Odenwalder being entitled to apply for a new membership. Respondent’s brief page 25. Not only did Appellant’s counsel raise that issue in opening and closing arguments (RP 31-32; 135), she argued in her trial brief (CP 165; 174-175).

Because this formal legal argument is expressly outlined not only in oral argument but in Appellant’s trial brief it is clearly frivolous.

Most important to the argument is that even the former board member, Linville’s witness, acknowledged that Dara was presented and accepted into the club as a new member. RP 73-74.

Linville’s own witness and the evidence supports the fact that regardless of the 2006 transaction between Haymond and the Trust, the Board considered her approval in 2012 as a “new member” approval, and not a “transfer of a membership” as Linville argues. Granting of new memberships is specifically authorized by the **Bylaws, Article II, Section 2**. CP 280.

3. Even if Appellants hadn’t raised **RCW 19.40.061** or the “new member” issues at trial, they are still properly before this court.

devotion of time to this issue in his response brief is wholly misplaced, and frivolous *if not retracted*.

Respondent argues that this court should not address the argument regarding how a “transfer” is defined under the Uniform Fraudulent Transfers Act **RCW 19.40.061**, pursuant to RAP 2.5(a), because it was not presented to the trial court.

RAP 2.5(a) provides as follows:

*“Errors Raised for First Time on Review. The appellate court may refuse to review any claim of error which was not raised in the trial court. However, a party may raise the following claimed errors for the first time in the appellate court: (1) lack of trial court jurisdiction, (2) **failure to establish facts upon which relief can be granted**, and (3) manifest error affecting a constitutional right. A party or the court may raise at any time the question of appellate court jurisdiction. A party may present a ground for affirming a trial court decision which was not presented to the trial court if the record has been sufficiently developed to fairly consider the ground. A party may raise a claim of error which was not raised by the party in the trial court if another party on the same side of the case has raised the claim of error in the trial court.”*

(Emphasis Added).

If an issue raised for the first time on appeal is arguably related to issues raised in the trial court, a court may exercise its discretion to consider newly-articulated theories for the first time on appeal. Lunsford v. Saberhagen Holdings, Inc. (2007) 139 Wash.App. 334, 338, 160 P.3d 1089, reconsideration denied, review granted 163 Wash.2d 1039, 187 P.3d 270, affirmed 166 Wash.2d 264, 208 P.3d 1092. Moreover, a party may raise for the first time on appeal the effect of a statute as it relates to a

party's failure to establish facts upon which relief can be granted. **RAP 2.5(a)(2)**. Gross v. City of Lynnwood, 90 Wash. 2d 395, 400, 583 P.2d 1197, 1200 (1978). In Gross, the issue raised for the first time on appeal was a statutory limitation under **RCW 49.44.090** that the Respondent had failed to argue or brief at the trial court. Id. Appellant argued that Respondent was precluded from arguing that statute on appeal for the first time. Id. The court disagreed because the statute 'operates to define specific facts upon which relief may be predicated', and a party may raise failure to establish facts upon which relief can be granted for the first time in the appellate court pursuant to RAP 2.5(a)(2). Id.

In addition, as long as the basic argument has been made at the trial court level, the appellate courts will be willing to consider newly-discovered authorities, statutes, court rules, case law, and treatise for the first time on appeal. Walla Walla County Fire Protection Dist. No. 5 v. Washington Auto Carriage, Inc., 50 Wash. App. 355, Fn 1. 745 P.2d 1332 (Div. 3 1987).

Furthermore, because the court has inquired as to how or if Linville can own a membership without a dwelling, and because the Bylaws clearly permit the club to grant a "new membership", the issue of Darra Odenwalder being able to apply for a membership separate from Haymond's is central to the issues before the court and simply cannot be

ignored.

Regardless of the fact that **RCW 19.40.061** and the “new membership issue” *WERE* in fact raised before the trial court, this court, nonetheless, has clear ability to consider these issues.

Because the court is determining the meaning of a word that is being used in the very statute under which Respondent is basing its case, and the issue involves the Respondent’s inability to establish facts upon which relief can be granted, this argument must be considered. How can the court ignore a statutory definition of a “transfer” and when it occurs, when it is being asked to determine that very issue³? One of the facts at trial that Respondent needed to prove was when the transfer occurred, by definition, under **RCW 19.40.061**, in order to determine the applicability of the statute of limitations. Respondent failed to demonstrate facts which controvert that such transfer was effective in 2006 or 2008.

Furthermore, the “new membership” issue is central to the issue of whether or not Linville can own a membership separate from Odewalder’s

³ Respondent’s claim for setting aside the transfer of the Club membership is based solely on the statutory provisions of **RCW 19.40. et. seq.**, The Uniform Fraudulent Transfers Act. The definition section of an act usually prescribes the meaning of a defined term wherever it appears in the act. *Kellstrom Bros. Painting v. Carriage Works, Inc.*, 117 Or. App. 276, 279, 844 P.2d 221, 222 (1992); *Jackson County v. Bear Creek Valley Sanitary Authority*, 293 Or. 121, 126, 645 P.2d 532 (1982). In order to apply the act, it is necessary to use the applicable statutory definitions, whether or not they were argued to the trial court. Defendants’ argument does not raise a new issue on appeal. See also *State v. Hitz*, 307 Or. 183, 766 P.2d 373 (1988).

residence and whether or not she can simply apply for a membership separate from Haymond's.

D. RCW 19.40.061 CLEARLY DEFINES WHEN A TRANSFER OF A PROPERTY INTEREST SUCH AS A CLUB MEMBERSHIP OCCURS, AND IT IS NOT WHEN RECOGNIZED BY THE CLUB BOARD.

1. The Transfer of Haymond's interest in the Club Membership was not "perfectible", and therefore was effective when effective between Haymond and the Trust.

It is undisputed that Scott Haymond transferred his interest in the dwelling and Club Membership into the Trust, via Bill of Sale, back in 2006, and recorded it in 2008, well before he even contracted with the original Plaintiff in this matter. CP 270, 274. At the time he made the transfer, the Trust had a vested property interest in both assets that was effective and enforceable as to Haymond, who gave up this property. There was nothing more between Haymond and the Trust on this issue. All that needed to happen after this transfer was for the Trust, through its trustee, to apply for membership, whether that be in 2006 or 2012.

RCW 19.40.061 provides in pertinent part as follows:

"For the purposes of this chapter:

(1) A transfer is made:

(a) With respect to an asset that is real property other than a fixture, but including the interest of a seller or purchaser under a contract for the sale of the asset, when the transfer is so far perfected that a good-faith purchaser of the asset from the debtor against which applicable law permits the transfer to be perfected cannot acquire an interest in the asset that is superior to the interest of the transferee; and

(b) With respect to an asset that is not real property or that is a fixture, when the transfer is so far perfected that a creditor on a simple contract cannot acquire a judicial lien otherwise than under this chapter that is superior to the interest of the transferee;

..... (3) If applicable law does not permit the transfer to be perfected as provided in subsection (1) of this section, the transfer is made when it becomes effective between the debtor and the transferee;

(Emphasis Added).

Although the term “perfected” is not defined under Uniform Fraudulent Transfer’s Act (“UFTA”), it was intended by the drafters of UFTA that parties look to Article 9 of the U.C.C. for guidance as to the meaning of that term. Uniform Fraudulent Transfers Act (U.L.A.) § 6, cmt. 1. “Perfection typically is effected by notice-filing, recordation, or delivery of unequivocal possession”. Id.

Linville has argued throughout this matter that that the transfer of the membership interest between Haymond and Odenwalder required the Board approving the membership prior to the transfer “occurring” under the UFTA. He now summarily argues, in response to the provisions of

RCW 19.40.061 (without citing any legal authority and for the first time on appeal), that the act of the board approving the membership is the type of “perfection” contemplated under that the statute. Respondent’s Brief, page 24. However, there is no reference to transfers of Club Memberships under Article 9 of the U.C.C. and Linville provides absolutely no legal authority to support his argument that a Club membership can be perfected under the UCC, or if it can, how it is perfected. Furthermore, he does not explain that if the Club Membership did need to be perfected, that Club board approval is deemed perfection under **Article 9** of the **UCC**. If a transfer of a club membership is NOT something that can be “perfected” under **Article 9 of the UCC (RCW 62A.9A 308-316)**, then it is not something capable of perfection under **RCW 19.40.061**. Linville provides no support for his position that the membership interest is capable of being perfected.

The transfer of the club membership was effective pursuant to **RCW 19.40.061 (3)**, “when it [became] effective between the transferor and transferee”, NOT when it became effective between the transferor/transferee and The Club.

2. Even if the transfer of the Club Membership was “perfectible”, it still was not perfected by Board Approval but rather by the recording of the transfer on November 14, 2008.

The clear intent of **RCW 19.40.061**, and its reference to “perfection” of an asset, involves putting the world on notice of a transfer such that a third party would have knowledge of the same (if such a “perfection” is possible). Linville does not explain how Board approval of a Club membership would have any effect on perfecting a transfer in a Club Membership because there is no “filing”, “recording” or other public notice that evidences such a membership, and no such evidence was presented at trial that such a record would exist.

While no legal authority has been cited to support the notion that the Club membership is perfectible, Haymond did actually record the Bill of Sale which transferred the Club Membership, back in 2008. CP 274. Again, although the term “perfected” is not defined under Uniform Fraudulent Transfer’s Act (“UFTA”), the UFTA directs users to look to Article 9 of the U.C.C. for guidance as to the meaning of that term. Uniform Fraudulent Transfers Act (U.L.A.) § 6, cmt. 1. “Perfection typically is effected by notice-filing, **recordation**, or **delivery of unequivocal possession**”. **(Emphasis Added)** Id. Here, Haymond delivered and recorded the transfer of both the dwelling and the Club membership in the Pierce County Auditor’s office on November 14, 2008. CP 274.

To the extent that there was any question to the outside world, that he transferred the Club Membership to the Trust, all such parties including Shelcon and Linville, were certainly put on notice of that transfer back in 2008, when the Bill of Sale of the Residence and the Club Membership was recorded. To the extent that the Club Membership was somehow “perfectible” under **RCW 19.40.061**, the membership transfer was perfected by its recording with the Pierce County Auditor on November 14, 2008, making the effective date of the transfer that date.

If the Club membership was not “perfectible” under Article 9 of the UCC, the trial court erred in setting aside the ‘Haymond to Odenwalder transfer’ in the first place because the transfer did in fact happen when it was good between the transferor and transferee, back in 2006. **RCW 19.40.061**.

If it was perfectible, the transfer still occurred in 2008 when it was perfected and recorded by law, in which case the court erred on that basis.

E. CLUB BYLAWS AND RULES DO NOT REQUIRE PRIOR BOARD APPROVAL FOR TRANSFER OF MEMBERSHIP INTERESTS AND NO AMOUNT OF “OPINION” TESTIMONY OF LAY BOARD MEMBERS CAN MODIFY GOVERNING DOCUMENTS.

When interpreting an organization's bylaws, courts apply contract

law. Save Columbia CU Comm. v. Columbia Cmty. Credit Union, 134 Wash. App. 175, 181, 139 P.3d 386, 389 (2006). Bylaws, in effect, constitute contract between corporation and its members. Rodruck v. Sand Point Maintenance Commission (1956) 48 Wash.2d 565, 577, 295 P.2d 714. Every agreement that by its terms is not to be performed in one year from the making thereof. **RCW 19.36.010. Article XIII of the Bylaws** requires an affirmative two thirds of the votes case for any amendment, and further that any proposed amendments be submitted in writing and then mailed to the membership. CP 286.

There has been no modification of the Bylaws. There is no provision that requires prior approval of the board of directors to create a “transfer” of a membership interest. CP 280. In fact, Nancy Thorpe testified that in past occasions transfers have been made prior to Board approval RP 105-106; 112. Furthermore Richard McDermott testified that while notice to the President of termination of a membership is required, notice of a transfer of a membership is not. RP 62. McDermott and Nancy Thorp, the other witness presented, further acknowledge that there are no other documents exist beyond the Bylaws, and that no rule requiring “prior” board approval of a membership exists. RP 59, 72, 111-112.

The Court's edict was simple: Do the Club "Rules" require prior board approval in order to transfer a Club Membership?" The testimony at the evidentiary hearing answered that question unequivocally as follows: **No.**

Mr. McDermott, when asked about what documents dictate transfer and approval of a new member, confirmed that the Bylaws was the only document used by the Board to make such a determination. RP 71-73. Mrs. Thorp, another board member also confirmed that the published Bylaws, as amended from time to time, was the only governing document speaking to this issue, and that the Bylaws did not require prior approval of the board for a transfer a membership. RP 111-112. Mrs. Thorpe's testimony on the issue of prior board approval, the very crux of the issue before the court was as follows:

Q. Okay. And the Bylaws themselves don't require you to have it done before the sale of the house; is that correct?

A. Right.

RP 111-112.

The court obviously disregarded this testimony. No other documents were referenced or presented at hearing. No other witnesses testified. There are no other club “rules”.

There really isn’t much more to it than that. Linville relies solely on what these lay witnesses “think” about what the Bylaws say⁴. Their opinions do not constitute rules. Their oral statements do not constitute rules or modifications to the Bylaws. The Bylaws are the only governing document of the Club.

F. LINVILLE CANNOT OWN A MEMBERSHIP BECAUSE HE DOES NOT OWN A DWELLING.

Property subject to the transfer rules of the Fraudulent Transfers act “means anything that may be the subject of ownership”. **RCW 19.40.011.**

The court has already determined that Haymond no longer owns a residence in the Club and therefore he is no longer able to “own” the membership. Furthermore, because a Club membership is dependent on a prospective member owning a residence, pursuant to Section 1 of the

⁴ Linville relies entirely on the board member witnesses interpretation of documents. In light of this, and the court’s ruling, the court’s comment when stopping Odenwalder’s counsel from questioning a witness about certain documents, was particularly conflicting when the court said: “Move on. I don’t need a lay witness to testify about what the documents say or mean” RP 90. Yet the court relied solely on these same lay witnesses’ testimony regarding the meaning and contents of the bylaws in its ruling.

Bylaws, Linville has no standing to even apply for a membership and therefore Haymond's former membership may not "be the subject of ownership. CP 280.

Linville artfully elicited oral testimony from a current and former board member regarding what they think the Bylaws provide, but the document speaks for itself and the document clearly states that:

"Each member of the Club must own a dwelling situated on Club property". CP 280.

The alleged "floating" membership that formerly belonged to Haymond is incapable of ownership by Haymond or Linville and therefore is not "property" capable of seizure as defined under **RCW 19.40.011**.

G. COURT ADOPTED LINVILLE'S PREPARED FINDINGS AND CONCLUSIONS, WHOLESALE AND WITHOUT ANY MODIFICATIONS, DESPITE OBJECTION, BUT THE EVIDENCE DOES NOT SUPPORT THE COURT'S CONCLUSIONS.

Linville relies heavily on the Findings and Fact and Conclusions of Law prepared by Linville and signed by the Court on December 2, 2016, in his response memorandum, In fact, he devotes (13) of his (26) pages of his brief to reciting those findings and conclusions. See Respondent's Brief, pages 6-19. In all there were (40) Findings of Fact and (7)

Conclusions of Law. CP 468-478. The trial court adopted every single one of the Findings and Conclusions over Odenwalder's memorandum objecting to the findings and conclusions, despite the fact that Odenwalder proposed a set of Findings of Fact and Conclusions of Law which verbatim followed the transcript of the Judge's actual oral Ruling while Linville's draft went into great detail beyond anything the court actually ruled. CP 426-454. The court should note that the Court's ruling consisted of a total of (5) pages, double spaced, and did not remotely delve into the level of detail contained in Linville's prepared findings and conclusions. RP 142-147.

Odenwalder's Counsel was out of town and unable to attend the presentation hearing and requested a continuance after filing a Notice of Unavailability. CP 406-413. Odenwalder's Counsel had to associate a young attorney to appear at the hearing and request a continuance, as Linville refused to stipulate. CP 461-463; CP 414-421. The Court denied the continuance request (CP 486-488), disregarded any of Odenwalder's objections or proposed Findings and Conclusions, and adopted every single finding and conclusion presented by Linville.

All of this is being pointed out to this court because Linville relies heavily on the court's findings and conclusions, and asks this court to give them great weight in deference. The manner in which the hearing was

held (denying a good faith continuance request) and the Findings and Conclusions were presented and wholly accepted, demonstrates manifest unfairness by the trial court, which should be considered by the court when matching the actual evidence to Linville's scripted findings and conclusions. Odenwalder asks this court to simply look at the evidence presented, rather than the Linville drafted Findings and Conclusions, when determining whether there is substantial evidence supporting the trial court's decision in this matter.

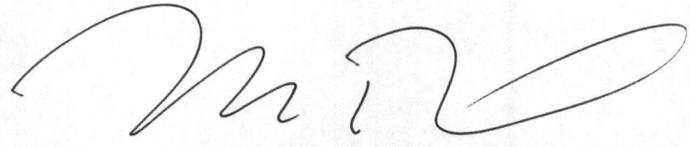
II. CONCLUSION

For the above reasons, this court should reverse the trial court's order invalidating the transfer of the membership interest to the trust, and find that the statute of limitations has run on any action by Respondent pursuant to **RCW 19.40.061** et. seq. against the same.

In the alternative, this court should determine that Linville has lawful right to seize a membership interest in the Club because he does not own a dwelling.

Furthermore, the court should find that regardless of the other issues in this case, Darra Odenwalder has a separate legal right, pursuant to the Club Bylaws, to apply for and be granted a new membership interest in the Club, on behalf of the Trust, and that she did so in 2012.

Respectfully submitted this 8th day of November, 2017.



MARK E. BARDWIL, WSBA #24776
Attorney for Appellant Darra Odenwalder,
Trustee

FILED
COURT OF APPEALS
DIVISION II

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STATE OF WASHINGTON

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Certificate of Service

On November 7, 2017, the undersigned caused to be sent by first class mail, postage prepaid in the mails of the United States at Tacoma, Washington, a copy of the Brief of Appellants to the following:

Lawrence B. Linville
postage prepaid
800 Fifth Ave Ste 3850
Seattle, WA 98104
email
llinville@linvillelawfirm.com

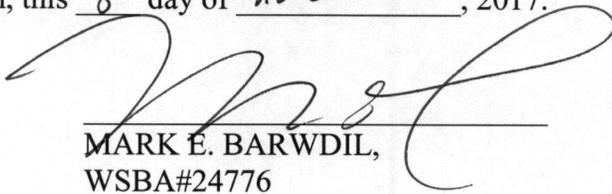
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Fax: (253) 383-3209
overland.law@gmail.com
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 U.S. First Class Mail,

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

Signed at Tacoma, Washington, this 8th day of November, 2017.


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Legal Assistant
Sue Pierce

November 8, 2017

WASHINGTON STATE COURT OF APPEALS
DIVISION TWO
950 Broadway, Suite 300
Tacoma, WA 98402

RE: Shelcon Construction Group, Respondent v. Haymond, et al., Appellants
Court of Appeals Division II Case No. 49828-6-II

Dear Court Clerk/ Case Manager:

Enclosed please find the Original Reply Brief and one copy to serve as Bench Copy for the matter referenced above.

Sincerely,



Sue Pierce

Legal Assistant to Mark E. Bardwil

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