

No. 350495

**COURT OF APPEALS,
DIVISION III
OF THE STATE OF WASHINGTON**

WORK-FORCE SOLUTIONS, INC, Respondent/Plaintiff

v.

ANTOINE CREEK FARMS LLC, Appellant/Defendant

RESPONDENT'S BRIEF

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I. STATEMENT OF THE CASE

A. Identity of Parties

Work-Force Solutions, Inc. ("Respondent" or "Work Force"), a Washington Corporation, respectfully submits this brief in response to the appeal brief filed by ACF Farms LLC ("Appellant" or "ACF").

B. Background Facts

The matter arises out of Work Force's staffing of personnel to Appellant's cannabis farm in Okanogan County, Washington. [CP 132, 135 & 196 ¶138] When Appellant was unable to timely pay for staffing, it encouraged Respondent to continue sending workers by promising it would pay in the future, acknowledging the debt amount owed and conceded the farm's failure was not due to Respondent's conduct. [CP 137 & CP 140-41] However, without Appellant's payments Work-Force was unable to continue paying for personnel and reduced the number of workers sent to ACF Farms. [CP 134]

C. Procedural Background

Work-Force commenced suit in Chelan County District Court on June 9, 2015 for Breach of Contract, Unjust Enrichment / *Quantum Meruit*, For Money Due on Open Book Account, Account Stated and/or Anticipatory Breach. [CP 118] The case was later removed to Okanogan

County Superior Court [236-48] Appellant answered and counterclaimed on July 28, 2015. [CP 192-229] It alleged that the parties had entered into a payment modification. In the alternative, it further alleged, that if the modification is unenforceable, then Work Force breached the staffing agreement by inadequately supplying personnel to harvest cannabis “because it needed money.” [CP 196 ¶¶ 30, 33 & 77] ACF further contended that Work Force interfered with ACF’s business and committed unfair or deceptive acts in trade. [CP 204-05] It filed its amended answer and counterclaim on December 11, 2015.

Work Force filed its motion for summary judgment on April 7, 2016. [CP 157-68] Appellant claimed that it had an agreement to modify the terms of its oral agreement with Work Force. [CP 37-8] When ACF could not fully pay for the staffing, Appellant alleges another agreement arose in 2015 to modify the staffing agreement by allowing ACF to pay \$500 per month for the staffing it received for the 2014 harvest work. [CP 196 ¶¶ 29, 30]

ACF also argued in response to Respondent’s motion that Work Force interfered with ACF’s farming operations by not adequately supplying qualified workers. Work Force showed the trial court that it was ACF that caused its problems and Work Force could not force

workers to farm at ACF.

II. DECISIONS

On January 25, 2017, Judge Christopher Culp, presiding for Okanogan County Superior Court, granted Plaintiff-Respondent's Motion for Summary Judgment, ruling that Work Force did not breach and ACF did breach [Transcript 46:2-6], awarding \$40,461.15 to Work-Force [Transcript 43:8-10; 51:17-20; 50:20-23] and dismissed Defendant-Appellant's counterclaims. [Transcript 43:16-17, 47:23-24] The judgment and court minute rulings are copied at Appendix "A." Appellant appeals those decisions.

III. ISSUES PRESENTED FOR REVIEW

Whether the Superior Court correctly dismissed Appellant's counterclaims when it decided that ACF did not offer material facts to support that Respondent Work Force caused any damage or that damage even occurred.

IV. ARGUMENT

A. The Standard of Review

Under *Tunstall v. Bergeson*, 141 Wn.2d 201, 209, 5 P.3d 691 (2000), a motion for summary judgment under CR 56 is generally to be reviewed *de novo*, viewing all the legally competent and admissible facts

and all the reasonable inferences therefrom in the light most favorable to the non-moving party.

A burden-shifting scheme applies to summary judgment proceedings, when the non-movant is the party bringing the claim at issue. *Michael v. Mosquera-Lacy*, 165 Wn.2d 595, 601, 200 P.3d 695, 698-99 (2009). The burden to “demonstrate there is no genuine dispute as to any material fact” is initially “on the party moving for summary judgment.” *Folsom v. Burger King*, 135 Wn.2d 658, 663. “After the moving party submits adequate affidavits, the nonmoving party must set forth specific facts which sufficiently rebut the moving party’s contentions and disclose the existence of a genuine issue as to a material fact.” *Michael*, 165 Wn.2d at 601 (quoting *Meyer v. Univ. of Wash.*, 105 Wn.2d 847, 852, 719 P.2d 98 (1986)).

“[T]he nonmoving party ‘may not rely on speculation, [or] argumentative assertions that unresolved factual issues remain.’” *Michael*, 165 Wn.2d at 602 (quoting *Seven Gables Corp. v. MGM/UA Entm’t Co.*, 106 Wn.2d 1, 13, 721 P.2d 1 (1986)). If the non-moving party fails to come forward with evidence sufficient to establish each of the elements of a claim that are put into issue by the moving party, summary judgment is properly granted. *White v. Solaegui*, 62 Wn. App. 632, 636,

815 P.2d 784 (1991). Respondent, as argued below, pointed to specific facts to show ACF created its own problems.

B. The Superior Court Correctly Dismissed Counterclaims Since Appellant Did Not Offer Facts to Show Work Force Agreed to Modify the Payment Terms

An oral agreement existed between the parties whereby Appellant was to pay Work Force to supply labor to Appellant's farm to harvest marijuana. [CP 64-66, 114, 132 & 202-203] After harvest, Appellant fell behind in making payments to Work-Force. ACF acknowledged the debt amount of \$47,975.05 on February 26, 2015 [CP 137] and proposed a payment plan. It offered to pay \$5,000 on March 15, 2015, \$10,000 on April 15, 2015¹ and the balance of \$32,975.05 on May 15, 2015.² [CP 137] Appellant did not adhere to its proposed terms, however. It paid \$5,000 in April, \$500 in May and \$1,000 at the end of June before Work Force filed suit in July to collect the outstanding balance of 36,475.05. [CP 236-48] These facts supported Respondent's summary judgment motion.

¹ Appellant argued in its opposition to summary judgment that Work Force accepted the payment arrangement by not responding until after the March payment was due. [CP 95] To support this argument, it cites to an Exhibit 5 that was never filed with Mr. McCormack's declaration.

² Work Force did not object to the staff's caliber or the debt amount as invoiced. [CP 32]

Timothy McCormack for Appellant responded by testifying that the parties agreed to a \$500 per month repayment plan and Work Force accepted payments without objection. [CP 37-8 ¶6] However, none of the letters transmitting the payments mentioned such a plan.

- With the April payment, Mr. McCormack wrote, “As you know, we are still experiencing cash flow issues. I am enclosing a check for \$5,000 as a sign of good faith and my commitment to pay of (sic) this debt. Thank you for your patience and understanding.” [CP 79]
- With the May payment, Mr. McCormack wrote, “As you know, we are still experiencing cash flow issues. We are starting to sale our crop and expect our financial situation to improve very soon. Until that time, I am able to make regular payments of \$500 by the 15th of each month. I can assure you that we intend to send payment in full as soon as our financial situation improves.” [CP 66]
- With the June payment, Mr. McCormack wrote, “I am enclosing a check for \$1,000, which represents a \$500 payment for June and a \$500 payment for July. Sales are finally starting to pick up. It is my hope to start making larger payments and **get back on track with the payment schedule.**” [CP 69 (Emphasis added)]

If anything, it appears that Appellant acknowledges the debt with each

payment and the \$500 payments are “not on track” with a payment schedule. Work Force was not silent and expressed its objection by filing suit within weeks of receiving the first \$500 payment.

Appellant continued to send the \$500 payments after the lawsuit commenced.³ [CP 38 ¶9 & 133 ¶3] The payments were not available to Work Force to apply towards the debt, however. [CP 31 ¶4, 34] Counsel for Work Force stated that he informed Appellant that he would hold the payments, but would not agree to any plan. [CP 31 ¶5]

For sake of brevity, Respondent respectfully directs the Court to its summary judgment reply brief that address the pre-existing duty rule. [CP 22-29] Appellant did not offer any evidence of additional consideration that would be required to support a contract modification. [Ibid]

To say the parties “agreed” to the payment plan is conclusory. Ultimate facts, conclusions of fact, or conclusory statements are insufficient to raise a question of fact. *Grimwood v. Univ. of Puget Sound, Inc.*, 110 Wn.2d 355, 359-60, 753 P.2d 517 (1988). ACF did not create issues of fact when it responded with “conclusory statements” to support its claims. *Guile v. Ballard Community Hosp.*, 70 Wn. App. 18, 25, 851

³ Work Force’s counsel deposited the payments to the attorney’s trust account. The deposits eventually amounted to \$6,500. [CP 38 ¶9; Transcript 62:10]

P.2d 689 (1993). Such “affidavits containing conclusory statements without adequate factual support are insufficient to defeat a motion for summary judgment.” *Id.*

There is nothing in the record to show that Respondent agreed to this substantially reduced payment amount. As Judge Culp pointed out, this meant Respondent would not be paid off for another seven years without interest; this simply was not believable. [Appendix A Minutes; Transcript 33:13-20] When reasonable minds can reach but one conclusion, even questions of fact may be determined as a matter of law. *Hartly v. State*, 103 Wn. 2d 768, 775, 698 P. 2d 77 (1985); *Allen v. State*, 60 Wn. App. 273, 276, 803 P. 2d 54 (1991).

If the facts permit only one reasonable inference, the court should decide it as a matter of law. *Hays v. Lake*, 36 Wn. App. 827, 830-831 (1984). *Bohnsack v. Kirkham*, 72 Wn.2d 183, 190, 432 P.2d 554 (1967) (when uncontroverted physical facts speak with a force that overcomes all testimony to the contrary, reasonable minds must follow the physical facts, and cannot differ). If a motion for summary judgment is opposed with contradictory evidence or the movant's evidence is impeached, an issue of credibility is present. *Balise v. Underwood*, 62 Wn.2d 195, 200 (1963). However, if the contradicting or impeaching evidence is too

incredible to be believed by reasonable minds, then summary judgment is appropriate. *Id.* For example, in *Gingrich v. Unigard Sec. Ins. Co.*, 57 Wn. App. 424, 430 (1990), the Division 3 Court held that the trial court properly dismissed a case under CR 56 by treating a fact (i.e., a title transfer was temporary) as beyond legitimate dispute.

Here, Respondent points to the letters that came with the payments to show that ACF simply made payments as best it could in light of its cash flow problems. It never accused Work Force of causing the problems until after Work Force filed suit.

C. The Superior Court Correctly Dismissed Counterclaims Since Appellant Did Not Offer Facts to Show Work Force Caused ACF's Cash Flow Problems.

ACF argues that Respondent breached the staffing agreement by not screening the workers. [CP 100-01] Work Force argued that ACF could not show facts to support Work Force had a duty to screen as it typically would [CP 161-62]. This is because Appellant directed Work Force to only use its "best judgment on who to send but [ACF] need[ed] people ASAP" even if they were "'light' criminals or reformed." [CP 138-39] Therefore, a reduced screening method was applied at the behest of Appellant to obtain as many workers as quickly as possible.

Appellant's operations manager, Joe Bighouse stated "To the best

of my knowledge, Work-Force Solutions failed to drug test all the employees provided.” [CP 115 ¶15] He makes this claim without foundation to show how he acquired any knowledge. Mr. McCormack states ACF was damaged due to the failure to conduct background checks or screen employees, but does not deny that he was the one who directed Respondent to lessen its screening standards in the first place.

Mr. McCormack testified that the immediate need to harvest led to ACF searching for farm hands “on its own” and the result of their search brought in “low quality” workers. [CP 39 ¶15, 199 ¶62] At most, Mr. McCormack’s statement proves the difficulty that one might have in securing good laborers during harvest time in Eastern Washington. He does not say which workers contributed to its purported cash flow problems – those supplied by Work Force or those found by ACF. Therefore, Appellant did not establish which, if any, workers caused lower production. “Proximate causation is a question of law.” *King v. City of Seattle*, 84 Wash.2d 239, 250; 525 P.2d 228 (1974). The trial court correctly ruled in favor of Work Force as a matter of law.

Without any evidence of causation, all of its claims fail. “The whole purpose of summary judgment procedure would be defeated if a case could be forced to trial by a mere assertion that an issue exists

without any showing of evidence." *Reed v. Streib*, 65 Wn.2d 700, 707, 399 P.2d 338 (1965).

The record reflects that other factors impacted ACF's profits. For example, ACF's counterclaim restates what it told Respondent; "unanticipated market price drop on marijuana flower that severely cut ACF Farms' cash flow." [CP 197 ¶47; Transcript 33:25 - 34:2]

Mr. McCormack in an email dated December 14, 2014 said, in part:

First of all, my apologies for putting you in this position, it was never my intent, and I value you as a key vendor for the farm. As you know, we have had several issues in this our start-up year. Those include, larger than projected labor costs for harvest, lower demand and market price for product at this time and a sales initiative that had a few false starts.

I understand that none of this is the fault of Debbie [Montgomery]

[CP 140-01] Mr. McCormack again referenced the cash flow problems in his letter dated February 26, 2015 and said:

I am writing to you about the outstanding amount of \$47, 975.05. As you know, we are having a cash flow issue that will be resolved in the near future. I am contacting you in good faith to demonstrate my intention of paying off this debt and hope that the proposal is agreeable to you.

[CP 137] On May 11, 2015, he again apologized to Ms. Montgomery and

cited to cash flow as the cause for ACF's financial situation. [CP 32]

Once Work Force referred to facts showing that ACF had financial problems independent of its relationship with Work Force, Appellant was required to overcome Work Force's references to the record. *Guile*, 70 Wn. App. at 25. However, ACF did not offer competent evidence to show Work Force contributed towards its cash flow problem. [Transcript 44:9-12] Instead, Mr. McCormack simply said he compared the 2015 harvest with the harvest from the year before. He does not even say what the result of his review revealed, whether the following year's harvest was better or worse than 2014.

In *Guile*, the plaintiff opposed summary judgment by submitting an affidavit from a physician offered as an expert witness. The physician stated that a doctor's conduct fell below the proper standard of care. *Id.* at 26. The Court of Appeals affirmed the trial court's order in favor of the doctor and hospital, reasoning that the expert's affidavit merely summarized "Guile's postsurgical complications, coupled with the unsupported conclusion that the complications were caused by [the doctor's] "faulty technique". *Id.* It held that the moving party prevailed by pointing out that Guile lacked competent evidence to support his case. *Id.* at 27. This placed the burden on Guile to attest with specific facts to

support the conclusory statement.

Here, Respondent pointed to causes to which ACF said had affected its cash flow. While ACF's proprietor, Timothy McCormack, gave limited instances of worker impropriety, he never described how those instances impacted the company's revenue. Mr. McCormack says:

[O]n the specific issue of increased harvest costs, we now have two harvests and based on those harvests, including volume, yield, workers hired and related factors it is clear that Work-Force Solutions' negligence caused ACF Farms damages to be proved at trial by failing to provide properly qualified agricultural workers and other negligent/breach of contract wrongs caused by Work-Force Solutions.

[CP 40 ¶21] Likewise, Mr. Bighouse states that the lack of quality employees caused increased labor costs. [CP 116 ¶22] Neither gentleman explains how they came to this conclusion or offers any records to support their statements.

Mr. McCormack said that ACF did not know the "full metrics of the costs" when the email was written. He does not tell us to which email he refers. Nonetheless, there are many instances in which ACF blames the market and not Respondent.⁴ ACF even refers to the market in its counterclaim as a primary cause of losses. [CP 197 ¶47]

ACF did not respond with specific facts to support its claims. As in

⁴ See Discussion Supra pp. 7, 11-12.

Guile, the statements do “little more than reiterate the claims made in [ACF’s counterclaim].” *Id.* at 26. Indeed, ACF refers to the facts “as detailed in the Counterclaims.” [CP 40 line 13] Accordingly, ACF failed to establish causation, an essential element to its claims.

ACF asserts that Respondent breached the staffing agreement by encouraging workers to work elsewhere for other Respondent customers. [CP 202-04 ¶¶ 87, 92, 97, 102] Respondent did this “because it needed money.” [CP 200 ¶77] However, Appellant offers no proof of this conduct and does not explain why Respondent had a duty to supply workers after ACF quit paying.

D. The Superior Court Correctly Dismissed Counterclaims Since Appellant Did Not Offer Sufficient Facts to Show it Incurred Damages.

Mr. McCormack said that ACF’s “damages are yet to be determined, but at least in excess of \$75,000.” He based “this on a comparison of the cost, yield and productivity of the 2014 and 2015 harvests,” but offered no evidence to show how its revenues for 2015 fared in contrast to the 2014 harvest – its start-up year. [Transcript 45:16 – 46:12]

The nonmoving party may not merely state that it will discredit the moving party's evidence at trial, in the hopes that evidence can be developed at trial to support the

claim. *T.W. Elec. Serv., Inc.*, 809 F.2d at 630 (relying on *Anderson*, 477 U.S. at 255). Conclusory, nonspecific statements in affidavits are not sufficient, and missing facts will not be presumed. *Lujan v. Nat'l Wildlife Fed'n*, 497 U.S. 871, 888-89, 110 S. Ct. 3177, 111 L. Ed. 2d 695 (1990).

Milgard Mfg. v. Liberty Mut. Ins. Co., 107 F. Supp. 3d 1171, 1176 (W.D. Wash. 2015). Appellant failed to provide detailed facts to support Mr. McCormack's comparison, thus depriving Respondent and the Court an opportunity to address those details.

Mr. Bighouse said "there are the unknown damages likely to result from potential bad publicity and other errors and omissions left to uncover based on Work-Force Solutions' failure to conduct background screenings on employees." [CP 116 ¶23] Appellant does not argue that it needed more time to uncover damages arising from the 2014 harvest by the time the summary judgment hearing occurred in April 2016. If Appellant suffered damages, it needed to show those damages to the Court. In any event, at the summary judgment hearing, ACF admitted to recovering a profit from using Respondent's workers. [Appendix A]

As for Appellant's claim for interference with prospective business, "lost profits must be proved with reasonable certainty; damages which are remote and speculative cannot be recovered. Where

a plaintiff is conducting a new business with costs unknown, prospective profits cannot be awarded.” *O'Brien v. Larson*, 11 Wn. App. 52, 54-55, 521 P.2d 228, 230 (1974) (citations omitted). Costs were unknown for ACF as this was its first attempt at harvesting in an altogether new industry. [CP 140] The court pointed out that ACF succeeded in harvesting its crop and Appellant agreed that it to prove a loss was a hard question to answer.

THE COURT: . . . I didn't come across anything really in the record to suggest that in the end, you weren't able to harvest your crop --

MR. MCCORMACK: That's true.

THE COURT: -- with workers provided by the plaintiff, good, bad, or otherwise. Wouldn't you agree?

MR. MCCORMACK: That is absolutely true, Your Honor. The crop was successfully harvested. The question is, "Was the crop harvested on budget or above budget?" And that's a hard question to answer if you've never done it before.

[Transcript 28:3-14]

As with all of ACF's claims, while one need not show a damage amount with precision, there must be some competent evidence not open to speculation. *Mut. of Enumclaw Ins. Co. v. Gregg Roofing, Inc.*,

178 Wn. App. 702, 715-16, 315 P.3d 1143, 1150 (2013). Accordingly, ACF has not proven damages for interference with its business or the remainder of its claims.

E. The Superior Court Correctly Dismissed Appellant's Consumer Protection Act Claim Since ACF Offered No Facts to Support Any Violation.

Appellants must prove each and every element to support its Consumer Protection Act claim. *Haner v. Quincy Farm Chems.*, 97 Wn.2d 753, 762 (1982). To establish their claim for violation of a Consumer Protection Act, the plaintiffs must show (1) an unfair or deceptive act or practice; (2) occurring in the conduct of trade or commerce; (3) affecting the public interest; (4) injury in business or property; and (5) a causal link between the unfair or deceptive act and the injury. *Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co.*, 105 Wn.2d 778, 783-84, 719 P.2d 531 (1986); *Leingang v. Pierce Cy. Med.*, 131 Wn.2d 133, 149 (1997); RCW 19.86.090. While this transaction occurred in the course of business, none of the remaining criteria are met in this case. It is Defendant's burden to show that these criteria exist. Whether a particular action gives rise to a CPA violation is reviewed as a question of law. *Keyes v. Bollinger*, 31 Wn. App. 286, 289, 640 P.2d 1077 (1982). To determine whether a party committed a particular act, the court applies

the substantial evidence test. *Sign-O-Lite Signs, Inc. v. DeLaurenti Florists, Inc.*, 64 Wn. App. 553, 560-61, 825 P.2d 714 (1992).

Defendant submitted no evidence to establish:

- that plaintiff had a pattern or practice of committing a wrongful act
- that anyone other than defendant was harmed by plaintiff's conduct.
- that Respondent's conduct caused harm to defendant.⁵
- that Appellant was harmed.⁶

Defendant offered no evidence to overcome its statement "Use your best judgment on who to send but we need a massive surge. . ." [CP 138]

In 2009, the Washington State legislature enacted RCW 19.86.093 to provide guidance on what constitutes "an unfair or deceptive act or practice" conducted in the course of trade or commerce. There it states that:

[A] claimant may establish that the act or practice is injurious to the public interest because it:

- (1) Violates a statute that incorporates this chapter;
- (2) Violates a statute that contains a specific legislative declaration of public interest impact; or

⁵ See Discussion Supra IV. C.

⁶ See Discussion Supra IV. D.

(3) (a) Injured other persons; (b) had the capacity to injure other persons; or (c) has the capacity to injure other persons.

RCW 19.86.093.

Appellant did not assert a statute violation or claim other persons were injured to implicate a public interest in Respondent's conduct. Therefore, to meet the public interest requirement, ACF must establish that the purported act or practice had or has the capacity to injure others. In this regards, Appellant said Work Force does not properly perform background checks or drug screening. The record shows that Work Force wanted to perform these tasks, but ACF in its haste to harvest its crop told Respondent to "use its best judgment" for screening. [CP 138] From this it appears that ACF made an exception to its typical screening process for this one client. No concern to the public is proven, therefore.

ACF complains that Respondent encouraged its laborers to work elsewhere, thereby diminishing ACF's ability to harvest. However, Appellant offers no proof or examples of such encouragement. Even if it had, there is no indication that the laborers were held by any contract to remain at the farm.

ACF complains that Respondent did not provide quality

employees to perform farming. [CP 116 ¶22] However, Appellant also complains that Work Force refused to allow ACF to hire those employees directly. Assuming that Respondent had the ability to prevent ACF from hiring workers, it appears that the workers were of sufficient quality for ACF to want to hire them.

As with its other claims for breach and negligence, Appellant needed to show specific evidence of harm to show that a Consumer Protection Act violation occurred. *Milgard Mfg.*, 107 F. Supp. 3d at 1181. In *Milgard Mfg.*, an insured was not entitled to summary judgment because it failed to show specific evidence of harm due to violation of insurance regulations. In the present matter, Appellants asserted no facts to show Work Force caused damages resulting in a public concern. The trial court correctly dismissed Appellant's Consumer Protection Act claim as a matter of law.

F. Given the Standard of Review and the Presumptions, This Court Should Rule in Favor of Work Force

There were several key elements missing from Appellants' claims – namely; unfairness, causation, and damages. A claim must be dismissed on summary judgment where a party fails to produce any evidence supporting an essential element of that claim. *Celotex Corp. v.*

Catrett, 477 U.S. 317, 322 (1986) (“[t]he plain language of Rule 56(c) mandates the entry of summary judgment, after adequate time for discovery and upon motion, against a party who fails to make a showing sufficient to establish the existence of an element essential to that party’s case, and on which that party will bear the burden of proof at trial.”) Without these key elements to their claims, Appellants had no case. *River City Markets, Inc. v. Fleming Foods West, Inc.*, 960 F.2d 1458, 1462 (9th Cir. 1992) (“[s]ummary judgment must be granted where there is not ‘sufficient evidence favoring the nonmoving party for a jury to return a verdict for that party’”), quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242 (1986). With all the presumptions and the undisputed facts favoring Respondent, the trial court correctly granted summary judgment in favor of Respondent.

Appellant was required to prove each element by offering competent evidence. Conclusory statement is not competent evidence. Work Force, therefore, did not prove its claims.

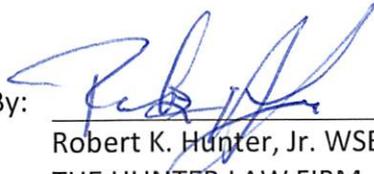
V. CONCLUSION

Respondent points to the record to show that any revenue losses were due to factors independent of Work Force’s performance. It then became incumbent upon ACF to respond with specific facts to support

elements needed to establish its claims, such as causation and damages. It did not. For example, Mr. McCormack did not explain how the screening standards as applied caused any damage to the harvest's production.

Respondent respectfully requests this Court to affirm the lower court's summary judgment ruling that dismissed counterclaims and awarded judgment in favor of Work Force.

DATED THIS 31 day of July, 2017

By: 
Robert K. Hunter, Jr. WSBA #28909
THE HUNTER LAW FIRM, PLLC
Attorneys for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on July 31, 2017, I electronically filed the foregoing with the Clerk of the Court using the ECF System which will send notification of such filing to the following: Timothy B. McCormack.

On the same aforementioned date, I caused a copy to be served by US mail and email on the attorney noted below.

Timothy B. McCormack
tim@McCormackLegal.com
McCormack Intellectual Property Law
Business Law LLC
300 Queen Anne Ave. N., Suite 400
Seattle, WA 98109

DATED THIS 31 day of July, 2017

By:



Robert K. Hunter, Jr. WSBA #28909
THE HUNTER LAW FIRM, PLLC
Attorneys for Respondent

APPENDIX A

Record Certification: I certify that the electronic copy is a correct copy of the original, on the date filed in this office, and was taken under the Clerk's direction and control.
Okanogan County Clerk,
by CO'sspeiker Deputy - # pages 5 - 1/25/2017 12:20:58 PM

E-Filed

FILED
2017 JAN 25 PM 12:13
CHARLEEN GROOMES
OKANOGAN COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF OKANOGAN

WORK-FORCE SOLUTIONS, INC,

No. 15-2-00444-3

Plaintiff,

JUDGMENT

v.

ANTOINE CREEK FARMS LLC,

Defendant.

SUMMARY OF JUDGMENT provided in compliance with RCW 4.64.030:

Judgment Creditor	WORK-FORCE SOLUTIONS, INC
Attorney for Judgment Creditor	Robert K. Hunter, Jr.
Judgment Debtor	ANTOINE CREEK FARMS LLC
Attorney for Judgment Debtor	Timothy B. McCormack
Principal Judgment Amount	\$29,975.05
Pre-judgment interest (12% from 11/21/14 to 12/16/16) see attached spreadsheet	9,823.10
Taxable Costs	463.00
Statutory Attorneys' Fees	200.00
Total	\$40,461.15
Post-Judgment Rate of Interest	12% per annum

///

JUDGMENT

THE HUNTER LAW FIRM, PLLC
645 Valley Mall Parkway, Suite 200
East Wenatchee, WA 98802
(509) 663-2966

1 THIS MATTER having come on before the above-entitled court pursuant to Plaintiff's
2 Motion for Summary Judgment, and Plaintiff appearing through its attorney of record, Robert
3 K. Hunter, Jr. and the Defendant appearing through its attorney of record, Timothy B.
4 McCormack, and the Court having considered the following pleadings:

- 6 1. PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT and MEMORANDUM IN SUPPORT
- 7 2. DECLARATION OF DEBRA MONTGOMERY IN SUPPORT OF PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT
- 8 3. DEFENDANT'S RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY
9 JUDGMENT;
- 10 4. DECLARATION OF TIMOTHY B. MCCORMACK IN SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT;
- 11 5. DECLARATION OF JOE BIGHOUSE IN SUPPORT OF DEFENDANT'S OPPOSITION TO
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT
- 12 6. PLAINTIFF'S REPLY TO SUMMARY JUDGMENT OPPOSITION;
- 13 7. DECLARATION OF ROBERT K. HUNTER, JR. IN SUPPORT OF PLAINTIFF'S REPLY TO
SUMMARY JUDGMENT OPPOSITION;
- 14 8. DEFENDANT'S OBJECTION TO PLAINTIFF'S PROPOSED JUDGMENT

15 and the Court being otherwise fully advised in the premises, NOW, THEREFOR,

16 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that plaintiff WORK-FORCE
17 SOLUTIONS, INC is hereby awarded summary judgment against the defendant ANTOINE
18 CREEK FARMS LLC, in the principal sum of \$29,975.05 plus pre-judgment interest from
19 November 21, 2014 to December 16, 2016, for a total judgment of \$40,461.15 which sum
20 includes an award of costs in the amount of \$463.00 and an award of attorney's fees in the
21 sum of \$200.00, without prejudice to apply to the court for additional attorneys' fees for
22 amounts incurred in the collection hereof with all said sums bearing interest at the judgment
23 rate of 12% per annum from and after the date judgment is entered until paid.

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25
26 DONE IN OPEN COURT this 25th day of January, 2018

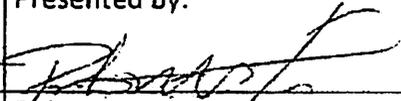
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JUDGE

THE HUNTER LAW FIRM, PLLC
645 Valley Mall Parkway, Suite 200
East Wenatchee, WA 98802
(509) 663-2966

JUDGMENT

1 Presented by:

2 

3 Robert K. Hunter, Jr., WSBA No. 28909
4 THE HUNTER LAW FIRM, PLLC
5 Attorney for Plaintiff

Approved as to form



6 Timothy B. McCormack, WSBA #28074
7 MCCORMACK INTELLECTUAL PROPERTY
8 LAW BUSINESS LAW P.S.
9 Attorney for Defendant

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JUDGMENT

Work-Force Solutions, Inc v. Antoine Creek Farms LLC

Cause No. 15-2-00444-3

Simple Interest starting at: 12%

Payments are being applied: first to current charges and unpaid principal balance, then to accrued interest

Prepared using software licensed to The Hunter Law Firm, PLLC

Date	Amount due or payment received	# of days	Interest rate from this date forward	Interest earned since prior transaction	Total accrued interest	Portion of payment applied to interest	Transaction's effect (+ or -) upon principal balance	Principal balance
Nov 21, 2014	27,396.30	0	12	.00	.00		27,396.30	27,396.30
Nov 28, 2014	14,089.65	7	12	63.05	63.05		14,089.65	41,485.95
Dec 05, 2014	9,291.60	7	12	95.47	158.52		9,291.60	50,777.55
Dec 13, 2014	4,210.80	8	12	133.55	292.07		4,210.80	54,988.35
Dec 20, 2014	6,377.10	7	12	126.55	418.62		6,377.10	61,365.45
Dec 26, 2014	2,540.40	6	12	121.05	539.67		2,540.40	63,905.85
Jan 29, 2015	-5,930.80	34	12	714.34	1,254.01		-5,930.80	57,975.05
Feb 12, 2015	-10,000.00	14	12	266.84	1,520.85		-10,000.00	47,975.05
Mar 25, 2015	-5,000.00	41	12	646.68	2,167.53		-5,000.00	42,975.05
Apr 16, 2015	-5,000.00	22	12	310.83	2,478.36		-5,000.00	37,975.05
May 19, 2015	-500.00	33	12	412.00	2,890.36		-500.00	37,475.05
Jun 29, 2015	-1,000.00	41	12	505.14	3,395.50		-1,000.00	36,475.05
Dec 16, 2016	-6,500.00	536	12	6,427.60	9,823.10		-6,500.00	29,975.05
Total of Payments:				33,930.80				
Total Interest Earned:				9,823.10				
Amount Applied to Interest:				.00				
Amount Applied to Principal:				33,930.80				
						Principal Balance:	29,975.05	
						Unpaid Accrued Interest:	9,823.10	
						Total Amount Due:	= 39,798.15	

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IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF OKANOGAN

WORK-FORCE SOLUTIONS, INC,)	
)	NO. 15-2-00444-3
Plaintiff,)	
)	GR 17 FACSIMILE TRANSMISSION
v.)	DECLARATION OF SARA L. MCGUIRE
)	
ANTOINE CREEK FARMS LLC,)	
)	
Defendant.)	

Document to be filed: JUDGMENT

SARA L. MCGUIRE declares and states as follows:

1. I have examined the attached JUDGMENT. It consists of five (5) pages (including this declaration). It is complete and legible.
2. The signed JUDGMENT was emailed to me by Susan A. Klatt, Paralegal to Attorney Timothy B. McCormack at sara@hunter4law.com.
3. My telephone number is 509-663-2966 and my email address is sara@hunter4law.com. My address is listed at the bottom of this pleading.

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

Dated this 19th day of January, 2017 at East Wenatchee, Washington.



 SARA L. MCGUIRE

6

Time	Speaker	Note
10:02:42 AM	CRT	CALLS CASE FORWARD. HUNTER AND MCCORMACK PRESENT. REVIEWS MOTION FOR SUMMARY JUDGMENT. READ BOTH RESPONSES AND SUPPORTIVE DOCUMENTS.
10:05:07 AM	HUNTER	ORIGINALLY FILED IN CHELAN CO.
10:05:22 AM	CRT	MINOR MATTERS. NO OBJECTION TO VENUE.
10:05:36 AM	MCCORMACK	NOT APPEARED IN THIS COURT BEFORE.
10:05:54 AM	CRT	NO NEED TO STAND. YOUR CHOICE
10:06:03 AM	MCCORMACK	NO HARM NO FOUL ON OUR SIDE ON TIME. MY CLIENT IS IN OK CO. ADDRESS SAYS CHELAN BUT IT IS OKANOGAN CO.
10:06:44 AM	CRT	WE DO RUN INTO THAT. COMES UP IN TRIALS WITH JURY DUTY ISSUES. VENUE IS NOT AN ISSUE. INTERESTING CASE. WILL HEAR FROM BOTH OF YOU. HUNTER FIRST.
10:08:11 AM	HUNTER	ANTICIPATE THIS WON'T TAKE ALL MORNING. STARTED IN CHELAN CO. GLAD TO BE HERE. ADDRESS FINER ISSUES OF CONTRACT. NOT A LOT OF DEBATE. THERE WAS SOME FORM OF CONTRACT. BOTH SIDES PERFORMANCE DUE. BREACH AND DAMAGES DUE. WAS THERE EXCUSE FOR NON-PAYMENT. ISSUES WITH EMPLOYEES. CONTEND THAT NON-PAYMENT IS ALWAYS MATERIAL. TALKING ABOUT 95,000 IS OWED. THIS IS MATERIAL BREACH. ARE THERE DAMAGES. WORK FORCE IS HELD TO STRICT STANDARDS. HAS TO PAY MONEY TO EMPLOYEES AND ON TIME. ANTOINE CREEK SAYS THEY WILL MAKE IT BIG. OFFER POSSIBLE PARTNERSHIP OR PERCENTAGE OF PROFIT. BREACH ARGUMENT ON BOTH SIDES WHO BREACHED FIRST.
10:14:30 AM	CRT	NET 10 ON INVOICES. GO BACK. SOME FORM OF CONTRACT. NO WRITTEN CONTRACT
10:15:03 AM	HUNTER	CORRECT
10:15:06 AM	CRT	WHAT IS BASIS OF CLAIM
10:15:14 AM	HUNTER	SOME INVOICES PAID ON TIME
10:15:48 AM	CRT	NO WRITTEN CONTRACT. HAD THERE BEEN CONTRACT WOULD IT SAY PAYMENT IN FULL WITHIN 10 DAYS
10:16:24 AM	HUNTER	YES. OFFERED BUT NEVER SIGNED
10:16:35 AM	CRT	THANK YOU

Record Certification - I certify that the electronic copy is a correct copy of the original, on the date filed in this office, and was taken under the Clerk's direction and control.
 Okanogan County Clerk,
 by CO\trmisner Deputy - # pages 6

10:16:39 AM	HUNTER	<p>BACK TO WHO BREACHED FIRST. QUALITY OF WORK NOT UP TO SNUFF. SAID PEOPLE WERE SO BAD THEY WERE DOOMED TO FAIL. COMMENTS AND EMAIL EXCHANGE. QUARRELING FAMILIES. SMOKING IN FIELDS. INAPPROPRIATE CLOTHING ON A COUPE FEMALES. NEED TO HAVE EMPLOYEES SUPERVISED. WAS THERE GUIDANCE TO EMPLOYEES. ISSUES OCCURED IN SEPT. OCT 28 GET MESSAGE FROM ANTOINE CREEK FARMS ABOUT MASSIVE SEARCH. ACCELERATED PERFORMANCE. HARVEST IS HAPPENING EVERYWHERE. LIMITED POOL OF EMPLOYEES. SENT SURGE OF PEOPLE. LARGE INVOICES. NO PROBLEMS MENTIONED FROM OCTOBER ON. NOT WORKING EMPLOYEES WOULD BE A MATERIAL BREACH. ANTOINE CREEK HAS BREACH CLAIM TOO. LONG TIME WENT WITHOUT COMPLAINTS ABOUT PEOPLE. DON'T CARE IF LIGHT CRIMINALS WERE SENT TO WORK. ANTOINE CREEK GOT ON FACEBOOK AND WHATEVER TO GET PEOPLE. SOME WERE POOR QUALITY. WANTED THEM SCREENED THRU PLAINTIFF. WHICH CAUSED FAILURE. TIME TO GIVE EVIDENCE. HOW IS ANTOINE CREEK HARMED. WHY 75,000. ISSUE BETWEEN FILING IN DISTRICT CRT OR SUPERIOR CRT. MONEY WAS REASON. ASKING ONLY FOR INFORMATION IN OPPOSITION BRIEF. MODIFICATION. 500. 00 A MONTH. HOW THIS CAME ABOUT. IF ACCEPT THIS THEN WE ARE UNDER NEW DEAL. ONLY HOPE IS BIGGER PAYMENTS TO COME. CLIENT WANTS TO KNOW WHAT IS GOING ON WITH THIS. THIS WAS LAST STRAW. NEED TO FILE SUIT. 500.00 HAS BEEN COMING. IN TRUST ACCT. HAS STRINGS ATTACHED. KINGSTON SAYS THAT MONEY IS TO BE PUT IN TRUST. ONLY USE IF DETERMINED WHO GETS TO USE IT. IN EXHIBIT. NO CONSIDERATION OR TRUE PAYMENTS BEING MADE. NO LIGITIMATE EXCUSE ARGUMENT. ANTOINE CREEK BOUGHT MORE TIME. SHOULD NOT DELAY THESE PROCEEDINGS.</p>
10:32:37 AM	CRT	THANK YOU

<u>10:32:41 AM</u>	MCCORM ACK	OPENING REMARKS. SHOULD HAVE BEEN SETTLED A WHILE AGO. ANTOINE PAID TO DATE OVER 100,000 TO WORK FORCE. AMOUNT OWING 30,000 APPROX. PARTIES CAME TO UNDERSTANDING ABOUT PAYMENT. WILL CONTINUE TO MAKE PAYMENTS. ADDITIONAL 5,000 IN MONTHLY PAYMENTS. SPENT A LOT OF THIS IN ATTY FEES. ENCOURAGE PARTIES TO MEDIATE OR SETTLEMENT DISCUSSIONS. ANTOINE CREEK IS LEGAL MARIJUANA FARM. 2014 FIRST YR. WORK FORCE USED TO GET EMPLOYEES. DID NOT WANT CRIMINALS. WANTED WORK FORCE SCREENED. FOUND EXPERT IN AREA. FOUND IN DISCOVERY THAT 30 PERCENT OF EMPLOYEES NOT PROPERLY SCREENED. THIS IS A BREACH. DID NOT DO PROPER SCREENING.
<u>10:36:45 AM</u>	CRT	DID NOT SEE IN RECORD YOU COULDN'T HARVEST CROP
<u>10:36:58 AM</u>	MCCORM ACK	TRUE, CROP SUCCESSFULLY HARVESTED. DONE ON BUDGET OR NOT IS THE ISSUE. 2015 HARVEST ANTOINE CREEK DID OWN EMPLOYEES. EXHIBIT 1 OF MY DECLARATION. COMMENT STATES WHAT IS HAPPENING HERE. BOTH BUSINESSES WANTED TO MAKE MONEY. WORK FORCE SAID THEY HAD NO WORKERS FOR YOU. ANTOINE CREEK PUT OUT ADS ON FACEBOOK AND OTHER ADS AND SENT TO WORK FORCE FOR SCREENING. SOME WERE NOT SCREENED. NOT SURE WHY THEY SENT THEM. REAL KEY IS CONSISTENT PATTERN OF PAYMENT BEING MADE. WORK FORCE PUT TOGETHER COMPLAINT. ALTERNATIVE THEORIES. INCONSISTENT IN THEORIES FOR PAYMENT.
<u>10:41:21 AM</u>	CRT	WHY WOULD PLACE LIMITATION ON HOLDING IN TRUST ACCT. YOU WOULD HAVE TO AGREE IT DOES NOT DO WORK FORCE ANY GOOD
<u>10:41:58 AM</u>	MCCORM ACK	FIRST I HEARD OF OBJECTION TO TRUST ACCT. ANTOINE CREEK FEELS IT DESERVES OFFSET. HAD NOT COMPLAINED MUCH ABOUT WORK FORCE. COUNTERCLAIMS HAD MORE MEAT THAN EXPECTED. WE KNEW THERE WERE PROBLEMS. GROSS NEGLIGENCE IN SCREENING WORK FORCE. GOT GREAT WORK IN 2015 WITH AG WORKERS. WORK FORCE SENT A RANGE OF GIRLS SHOWING UP IN HIGH HEELS. DOES NOT GO WELL. JUST AN EXAMPLE. BELIEVE THERE IS MATERIAL BREACH. IF MONEY IS RELEASED TO WORK FORCE THEN THERE WILL BE ISSUE AGAIN.

10:44:48 AM	HUNTER	OBJECTION
10:44:54 AM	CRT	CURIOUS ABOUT PAYMENTS AND DEBT. WOULD TAKE 61 MONTHS WITH NO INTEREST TO PAY ROUGHLY 500.00 A MONTH. NO BUSINESS WOULD AGREE TO THAT
10:45:48 AM	MCCORM ACK	THEY DID AGREE TO THAT. MARKET FELL OUT. LOT OF COMPLICATIONS IN MARKET. NOT THAT WE DID NOT WANT TO PAY. WANTED THEM TO WORK WITH US TO GET IT PAID. IN END PARTIES WERE TRYING TO WORK SOMETHING OUT. ADDITIONAL CAPITAL HAS GONE INTO LAWSUIT. BUSINESS HAS BEEN RELATIVELY SUCCESSFUL. WANT TO WORK IT OUT IF POSSIBLE. BOTH SIDES HAVE LEGITIMATE PERSPECTIVE. LIFE AND BUSINESS GETS MESSY SOMETIMES. FOLLOW MONEY. WHO HAS BEEN PAYING. HOW IS IS FLOWING. BUSINESSES CAME TO AGREEMENT. WANT TO CONTINUE TO WORK THIS OUT. COMMUNICATION HAS STOPPED. THAT IS A SHAME. WHERE WE ARE AT. JUDGMENT IS NOT AUTHORIZED UNDER LAW.
10:49:56 AM	HUNTER	CLOSING CONTRADICTIVE VIEW IN COUNTER CLAIM- JUDICIAL AFFIRMATION OF LOSS OF CROP. HOLDING MONEY FOR SAFE KEEPING-IN TRUST. NO RECORD OF 30% LOSS. SUMMARY JUDGMENT NEEDS TO BE CLEAR OF WHAT HAPPENED. GIVES MCCORMACK BREAKDOWN OF CROPS & MONEY.

10:58:41 AM	JUDGE	INTERESTING CASE IN CONTRACTS GRANTING PARTIAL JUDGEMENT. GRANT PARTIAL SUMMARY JUDGMENT IN AMOUNT OF DEBT. FINDS THERE WAS A CONTRACT. SUMMARY JUDGEMENT TO PLAINTIFF. COMPANY WAS NEW. NOT WORK-FORCES FAULT THINGS DIDN'T WORK OUT. NO ARGUMENT ABOUT TERMS 30% MARK UP. NOT FINDING A BREACH IN CONTRACT. ANTOINE CREEK DID BREACH CONTRACT BY NON CONTRACT. NOT FAIR THAT THERE SHOULD BE NO INTEREST. EXPECTING THEM TO WAIT OVER 5 YRS. OTHER HAND NO BASIS ON WHAT IS REASONALBE. NO DEFAULT PROVISION. STRUGGLING WITH MATERIAL FACT THAT I CAN'T GRANT MATERIAL JUDGMENT. WHAT IS THAT ONE PROVISION.THERE IS DEBT AND BREACH. HAVE TO GUESS ON WHAT ARE THE PROVISIONS ON DEFAULT. THIS CASE SHOULD SETTLE. LEFT OPEN WINDOW OF NEGOTIATION. MY HOPE IS I HAVE GIVEN YOU GUIDANCE. I AM SETTLEMENT JUDGE IF THIS COMES BACK AROUND NEXT YR. PARTIAL SUMMARY JUDGMENT TO PLAINTIFF. NO MATERIAL DEBT. DEFENDANT VIOLATED. BREACHED AGREEMENT. NO BREACH BY PLAINTIFF. DISMISSING COUNTERCLAIM. ASK HUNTER TO PREPARE ORDER. LET ME HEAR FROM BOTH OF YOU ON INTEREST PROVISION.
11:10:19 AM	HUNTER	PRE-JUDGMENT INTEREST. THERE IS STATUTE FOR THAT.
11:10:38 AM	CRT	I LOST SIGHT OF IT. INTEREST IN EVENT OF DEFAULT . 12%
11:11:09 AM	HUNTER	YES
11:11:16 AM	MCCORM ACK	THANK YOU FOR YOUR TIME. COUNSEL MAKES POINT ON PRE-INTEREST JUDGMENT. EXHIBIT 4 SHOWS INFO ABOUT EMPLOYEES. COURT CAN'T DISMISS ANTOINE FARMS ALLOGATIONS. RULING IN SUBJECT TO REVERSAL. INTEREST MIGHT BE MORE EXPEDIANT TO RULE ON CASE AND SEND TO APPEAL. ENCOURAGE COURT TO RECONSIDER TO AVOID THAT. IF CRT STICKS WITH JUDGMENT IT MIGHT BE MORE EXPEDIANT
11:13:20 AM	CRT	I AGREE WITH YOU. STICK WITH MY RULING. BASIS IS NO INDICATION THAT WORK ANTOINE WORK NEEDED TO BE DONE WAS NOT ENOUGH THAT IT WAS NOT DONE. WHAT RECORD SUPPORT. GRANT FULL SUMMARY JUDGMENT TO PLAINTIFF. 12% PRE-JUDGMENT INTEREST RATE. PREPARE ORDER TO HUNTER. IF AGREEN COUNSEL CAN SIGN AND SEND FOR SIGNATURE.

<u>11:14:55 AM</u>	MCCORM ACK	WILL FILE APPEAL
<u>11:15:04 AM</u>	CRT	APPEALS COST MONEY. POSSIBLE NEGOTIATED SETTLEMENT. DON'T SEE WHY WE NEED TO SPEND A LOT OF TIME IN TRIAL. HOPE YOU CAN COME TOGETHER ON AGREEMENT.
<u>11:15:37 AM</u>	HUNTER	THANK YOU YOUR HONOR. WONDER IF WE CAN EXPEDITE TRIAL IF WE SHORTEN TIME
<u>11:16:04 AM</u>	CRT	TRIAL DATES WILL BE STRICKEN.
<u>11:16:15 AM</u>	MCCORM ACK	GOING TO APPEALS CRT
<u>11:16:21 AM</u>	CRT	DATES WILL NOT BE STRICKEN UNTIL ORDER SIGNED. NO APPEAL TILL ORDER SIGNED. CRT HAVE GIVEN IT'S DECISION.IF CRT SIGNS ORDER TRIAL GOES OVER. APPEAL NEXT.
<u>11:17:10 AM</u>	HUNTER	NOTHING
<u>11:17:14 AM</u>	MCCORM ACK	NOTHING.
<u>11:18:17 AM</u>	CRT	ADJORNED.

Time	Speaker	Note
9:35:45 AM	crt	introductions and brief on summary judgment objections
9:37:16 AM	hunter	briefs the court on interest amount and bond required if needed.
9:40:12 AM	crt	that answers one of my questions. on schedule of pymts pg 4 it reflects the 6500 is already paid.
9:42:17 AM	mccormack	briefs the court on the issue of 6500.00.
9:46:40 AM	crt	mr hunter re; appeal bond
9:46:48 AM	hunter	my client wishes to have bond in place for her security
9:47:43 AM	crt	issue of reason for ruling to be heard orally is not necessary. also on para d on pg 2 line 5.
9:50:09 AM	mccormack	explains his meaning of the sentence.
9:51:51 AM	crt	mr hunter would like to comment
9:51:54 AM	hunter	yes, it is statutorially set. the coa would address the issue of <i>interest if it is found in favor of the defendant</i>
9:53:36 AM	crt	raise the issue at appeal then. the court will not address the appellet bond and can be done at the rap.
9:54:51 AM	mccormack	we do plan on filing a notice of appeal. we would like to firm up a date on the issue.
9:57:00 AM	crt	it is premature to do so and offer a suggestion for either a special set or the civil law & motion calendar. i will show the 6500.00 as a credit as of today. changing sept 13th to december 16, 16 it will now reflect accrued interest. the court will today sign a judgment providing the 6500.00 is to be paid out to the plaintiff effective today and asking mr hunter to <i>prepare amended judgment with totals</i>
10:04:19 AM	mccormack	no problem signing it as long as math is correct.
10:04:29 AM	crt	i will be out the last week of december so signing may not be <i>complete until after the first of the year</i>
10:05:36 AM	hunter	we would like to email
10:05:46 AM	mccormack	court has efilng now
10:05:57 AM	crt	either way
10:06:09 AM	hunter	<i>need email address</i>
10:06:35 AM	crt	gives bailiff's email address
10:07:53 AM	recess	
10:08:24 AM	end	

Record Certification: I certify that the electronic copy is a correct copy of the original, on the date filed in this office, and was taken under the Clerk's direction and control.
 Okanogan County Clerk,
 by CO\descoteaux Deputy - # pages 1 - 12/19/2016 10:50:17 AM

THE HUNTER LAW FIRM, PLLC

July 31, 2017 - 3:52 PM

Transmittal Information

Filed with Court: Court of Appeals Division III
Appellate Court Case Number: 35049-5
Appellate Court Case Title: Work-Force Solutions, Inc., v Antoine Creek Farms, LLC
Superior Court Case Number: 15-2-00444-3

The following documents have been uploaded:

- 350495_Briefs_20170731155033D3150737_9779.pdf
This File Contains:
Briefs - Respondents
The Original File Name was Respondent Brief.pdf

A copy of the uploaded files will be sent to:

- tim@mccormacklegal.com

Comments:

Sender Name: Robert Hunter - Email: robert@hunter4law.com
Address:
645 VALLEY MALL PKWY STE 200
EAST WENATCHEE, WA, 98802-4837
Phone: 509-663-2966

Note: The Filing Id is 20170731155033D3150737