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COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON
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No.35291-9

WASHINGTON STATE COURT OF APPEALS

DIVISION III

NANCY FECHNER, Appellant

v.

SCOTT VOLYN., Respondent

APPELLANT'S REPLY BRIEF

Julie A. Anderson WSBA#15214
Attorney for Appellant Nancy Fechner
409 N. Mission Wenatchee, WA 98801
Phone 509-663-0635
Fax 509-662-9328
Julie.anderson@jaallaw.net
reception@jaallaw.net

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I. STATEMENT OF FACTS

A complete statement of facts is set forth in the Appellant's Brief. The following facts pertain to the arguments in reply. The trial court entered an "Order Granting Volyn Law Firm PLLC's Amended Motion For Summary Judgment And Denying Cr 11 Sanctions." CP 560-561. The court did not enter an order striking the declarations of Olin Ensley or Nancy Fechner.

The last time Dr. Dietzman prescribed Enbrel was on May 5, 2009, under RX#342188, with instructions that indicated "inject 50 mg subcutaneously twice a week for **three months**." CP 428 (Emphasis added) . See also the copy of Dr. Dietzman's prescription. CP 483.

The day after Dennis died, October 29, 2009, Nancy Fechner went in and acquired the records that Dennis had sent Social Security. By that time she was quite sure that Enbrel caused her husband's death, and that based on her discussions with Dr. Coleman, Dr. Dietzman should have consulted Dr. Coleman about whether Dennis should have been on Enbrel so close to his heart operation. CP 429.

Nancy Fechner said that to her best recollection, she took the medical malpractice case to Volyn on or about **October 2011**. CP 430.

Nancy Fechner described some conversation she had with the Volyn in her deposition:

Q: Did you talk with Scott about the fact that you would need to have a dermatologist testify that Dr. Dietzman fell below the standard of care in order to have a viable medical malpractice claim on behalf of your husband? Did you talk about that with him?

A: Scott Volyn mentioned to me that he would have to talk to some people and try to find somebody, an expert, that would know about the medication and he able to give us the information we would need that would be usable.

Q: Did Scott tell you that he had talked to in the experts?

A: No. He said he was going to try to find one.

Q: Okay. And were there other conversations after that in which he reported his efforts and his progress to find an expert for your case?

A: Actually they didn't report or progress to me unless I would call them and say, hey, I want to know what's going on. That's the only reason I found out things, because unless they would call and say we need you to come in and sign this paper, or we need you to come in and pay for these copies

because we sent copies to whoever, whatever, and I'd have to go in and pay for them.

Q: Who else did he you talk with in his office besides Scott?

A: I talked to the two office girls that worked in there when I go in.

Q: Who was that?

A: I don't remember their names. I really don't. I'm sorry.

Q: That's okay. When you would call and ask them what's going on, are we making any progress, did you ever get any specific information about what experts have been called, what they were saying, anything like that?

A: No. They'd just say we're working on it. That was basically my answer every time. It was like I was getting frustrated very quick.

Q: Did there come a time where Scott told you he was going to withdraw from the case?

A: The first mention of anything being said about a withdrawal was when the office girl called me and asked if I could come in, and I went in, and she said that Scott was withdrawing from the case, and I just kind of-- my jaw just hit the floor, like what. And while we were talking, she was telling me that he had-- the way she stated it was, he's got back to back cases, trials coming up, and she said he

can't gave [sic] your case the attention it's going to need so he's withdrawing from the case.

While we were speaking, Scott came downstairs, because he had an upstairs to his office too, he came downstairs and he seen me standing there and the generalized hello, how are you, what's going on, blah, blah, blah. And he told me that he was going to have to withdraw from the case. That was the first I'd heard about it and I thought, well, okay. I didn't say too much. I just kind of bit my lip, because I didn't want to say what I was thinking and

Q: What were you thinking?

A: Why couldn't he have given me more of a notice? And I didn't feel that that was just-- I mean, yeah, lawyers are very busy, they have trials back to back, that happens, but why would he sit on my case for a year and a half and then all of a sudden say he can't take it? He couldn't find any experts to be qualified enough to speak for my behalf on the case. When I got to the phone, and one hour after I got on the phone, I found Dr. Goffe, the chairman of the board of doctors, that did the tests on Enbrel itself. Hello?

Q: Was that after Scott withdrew?

A: Yeah.

Q: Was there anything else to the conversation with Scott that day, other than what you've just described?

A: I tried being very nice lady like, and it's good to see you again, Scott have a good day. I picked up my file, my stuff, and walked out. Two days later, the gal calls me and has me come back in because there was a couple things she had forget [sic] to give me. One of them was the package with my husband's medicine and stuff in it that was in Scott's refrigerator, so she called me and I went in and picked that up, and then that was the last contact of anybody in his office.

CP 493.

Olin Ensley was a friend of Dennis Fechner for 20 years. **CP 506.** Olin Ensley always had dinner with Nancy Fechner every year on the anniversary of Dennis Fechner's death. In October 2011, Olin Ensley was with Nancy on anniversary of Dennis's death. He indicated that Nancy Fechner was discussing that she had a new lawyer and how he only had a year to start her lawsuit. **CP 509.**

On December 25, 2011, Nancy Fechner went to Olin Ensley's home for Christmas dinner, during which she discussed the Christmas decorations at Mr. Volyn's office and the goodies that they had. CP 509.

Volyn signed his **Notice of Intent to Withdraw** on 4/15/13. CP 495.

II. ARGUMENT

A. There are Genuine Issues of Material Fact related to when Scott Volyn began his Representation of Nancy Fechner, so the Court must View the Facts in the Light Most Favorable to the Nonmoving Party, Nancy Fechner.

In reviewing a decision on a motion for summary judgment, the court must review evidence and all reasonable inferences in the light most favorable to the non-moving party. Lipscomb v. Farmers Ins. Co. of Wash., 142 Wash. App. 20, 27, 174 P 3d 1182 (Div. I (2007)).

Viewing the facts in the light most favorable to Nancy Fechner, Scott Volyn began his representation of Nancy Fechner at least by *October 2011*. Although the Defendant Volyn points to written documents in August and October 2012 as the beginning dates for his

representation, Mr. Volyn's representation of Nancy Fechner in this case began in 2011, not 2012.

Nancy Fechner indicates in her deposition that when Scott Volyn told her that he was going to withdraw in 2013, Nancy was upset and she was thinking, "**Why couldn't he have given me more of a notice? I mean yeah, lawyers are busy, they have trials back to back, that happens, but why would he sit on my case for a year and a half and then all of a sudden say he can't take it?**" See CP 493. (Emphasis added.)

Ensley describes that Nancy Fechner had Christmas dinner with him in **December 2011**, and Nancy Fechner was talking about that Volyn was representing her against Dr. Dietzman. She was even describing the Christmas decorations that Scott Volyn had at his office and goodies they had. **CP 509**.

Scott Volyn officially withdrew on **April 15, 2013**. If he had sat on the case approximately a year and a half before that, that would take his initial taking of the case back to *October, 2011*. By the time he withdrew on April 15, 2013, the medical malpractice statute of limitations had already passed and he had not filed the case *or tolled the statute in a timely fashion*.

B. Volyn Had An Attorney -Client Relationship With Nancy Fechner Even Before the “Authority To Investigate” Document was Signed.

Attorney Volyn alleges that Nancy Fechner retained him on a “limited basis to investigate a potential wrongful death claim against Dr. Dietzman” beginning on **August 8, 2012**. Thereafter he and Nancy Fechner entered into a contingency agreement on October 16, 2012. **CP 145-151**. However, there is a genuine issue of material fact about whether Volyn actually had an attorney-client relationship before the statute of limitations ran on May 5, 2012, because Nancy Fechner alleges that Volyn started representing her at the latest in **October of 2011**.

“The essence of the attorney [-] client relationship is whether the attorney's advice or assistance is sought and received on legal matters. *The relationship need not be formalized in a written contract* but, rather, may be implied from the parties' conduct. Whether a fee is paid is not dispositive. The existence of the relationship "turns largely on the client's subjective belief that it exists." (Emphasis added.) Bohn v. Cody, 119 Wn.2d 357, 363, 832 P.2d 71 (1992) (citations omitted) (quoting In re McGlothen, 99 Wn.2d 515, 522, 663 P.2d 1330 (1983)) (Emphasis added.)

"An attorney-client relationship is deemed to exist if the conduct between an individual and an attorney is such that the individual subjectively believes such a relationship exists." In the Matter of the Disciplinary Proceeding Against McGlothlen, 99 Wash.2d 515, 522, 663 P.2d 1330 (1983). However, the belief of the client will control only if it "is reasonably formed based on the attending circumstances, including the attorney's words or actions." State v. Hansen, 122 Wash.2d 712, 720, 862 P.2d 117 (1993), quoting Bohn v. Cody, 119 Wash.2d 357, 363, 832 P.2d 71 (1992). The determination of whether an attorney-client relationship exists is a question of fact. Bohn, 119 Wash.2d at 363, 832 P.2d 71. Dietz v. Doe, 131 Wn.2d 835, 935 P.2d 611, (1997)

Here, Nancy Fechner alleged that 1) She sought legal advice from Scott Volyn in approximately October, 2011 about getting an expert for the medical malpractice case; 2) Scott Volyn's staff assured her that "they were working on it" referring to finding an expert, everytime Nancy Fechner called Volyn's office; 3) Scott's staff would call her to come sign a paper or pay for copies he obtained, etc; 4) Nancy Fechner was shocked when she was told that Volyn was withdrawing, because she couldn't understand why he would "sit on the case for a year and a half and then say all of a sudden that he can't take it?" All of these statements indicate

that Nancy Fechner subjectively believed that Scott Volyn was her attorney since October 2011, based on the words and conduct of Volyn and his staff and their interactions with her.

Thus, there is a genuine issue of material fact as to whether Volyn had an attorney-client relationship from October 2011 through the date of his withdrawal on **April 15, 2013. CP 495.** Because an attorney-client relationship need not be formalized by a written contract, the trial court erred in granting a summary judgment to Volyn, where there was a genuine issue of material fact as to whether Volyn had an attorney-client relationship with Nancy Fechner well before the statute of limitations expired under the MNSOL on May 5, 2012.

C. The Trial Judge Misunderstood the Medical Negligence Statute of Limitations and the Operation of the Tolling Provision for Good Faith Requests for Mediation.

The trial judge misunderstood the MNSOL, as is abundantly clear from the court's Order Denying Reconsideration, wherein the trial judge stated, "Plaintiff's additional claim that there are genuine issues about when the defendant took the case is irrelevant since time remained under

the MNSOL, when Mr. Volyn withdrew, in which to file suit.” It is undisputed that Volyn withdrew on **April 15, 2013. CP 495.**

Under the Fast case, the Fast court referred to the Medical Negligence Statute of Limitations as the “MNSOL” which is found in RCW 4.16.350(3).

The court in Fast v. Kennewick Hospital, 187 Wn. 2d 27, 32, 384 P. 3d 242 (2016), holds, in a nutshell, “that in cases of wrongful death resulting from negligent healthcare, the **MNSOL (RCW 4.16.350(3)) applies.**” Fast, 187 Wn. 2d at 32. (Emphasis added.) The court in Fast also specifically held that RCW 4.16.080, the general torts catchall statute of limitations “does not apply.” (Emphasis added.) Fast, 187 Wn. 2d at 37.

The court in Fast also held that RCW 7.70.110 provides for the tolling of a medical malpractice claim for one year by a good faith request for mediation. Fast, 187 Wn. 2d at 31, 36-37. The MNSOL can be tolled as follows: “The making of a written, good faith request for mediation of a dispute related to damages for injury occurring as a result of healthcare prior to filing a cause of action under this chapter shall toll the statute of limitations provided in RCW 4.16.350 for one year.” RCW 7.70.110. (Emphasis added.)

The court in Fast and further held that the “Fast case falls squarely under RCW 4.16.350(3) (MNSOL) thus RCW 4.16.080(2) (general torts catchall statute of limitations) does not apply.” (Emphasis added.) Fast, 187 Wn. 2d at 37. (Emphasis added.)

In Fast, the court noted that under the facts of that case the “death of the plaintiff’s unborn child and the last act/omission of healthcare were virtually simultaneous.” Fast, 187 Wn. 2d at 39. In Fast, the last date of medical negligence was on 8/31/2011, the same day the baby was born stillborn. Fast, 187 Wn. 2d at 30-31.

However, in this case, the court erred in granting summary judgment to the Volyn Law Firm because Scott Volyn *did not* effectively toll the MNSOL statute of limitations. The court must analyze the dates based on the facts of *this* case. First, the MNSOL, RCW 4.16.350(3), provides that the complaint must be filed “within three years of the act or omission alleged to have caused the injury or condition, or one year of the time the patient or his representative discovered or reasonably should have discovered that the injury or condition was caused by said act or omission, whichever period expires later, except that in no event shall an action be commenced more than eight years after such act or omission...” (Emphasis added.)

In this case, the applicable dates would be as follows:

Three years from the last act of negligence (prescribing Enbrel) would have been **May 5, 2012**, as that was three years from the *last day* Dr. Dietzman prescribed Enbrel for Dennis Fechner on May 5, 2009. **CP 428.** Because Nancy Fechner started looking for an attorney the day after Dennis Fechner died, on October 29, 2009, she obviously knew by October 29, 2009 that Dennis Fechner's death was caused by an act or omission of Dr. Dietzman. One year from October 29, 2009 was **October 29, 2010**. **CP 429.** Because the later of these two dates was **May 5, 2012**, (three years from the last date of prescribing Enbrel) that date is the outside date for the statute of limitations.

Volyn argues that he filed a good faith request for mediation, so he extended the statute of limitations to October of 2013. However, Volyn did not file the good faith request for mediation *before* the statute of limitations expired. Under Cortez-Kloehn v. Morrison, 162 Wn.App 166, 252 P.3d 909 (Div. 3 2011), *review denied*, 173 Wn.2d 1002, 268 P.3d 941 (2011), a request for mediation made after the limitations period had already expired cannot toll the statute. "The three year period can be extended by this provision, *but it will not revive a period that has already*

expired because there would be nothing to toll." Cortez-Kloehn, 162 Wn.App. at 171. (Emphasis added.) In Cortez-Kloehn, Regis requested mediation in a July 7, 2010 letter. The limitation period had expired, however, on June 12, 2010, three years after the alleged wrongful act.

The court in Cortez-Kloehn explained that RCW 7.70.110 is a tolling provision. Morris v. Swedish Health Servs., 148 Wash.App. 771, 776, 200 P.3d 261 (2009), review denied, 170 Wash.2d 1008, 249 P.3d 624 (2010). It is not a statute of limitations. The statute of limitations is three years, not four. RCW 4.16.350(3). The trial court correctly rejected the argument that there was actually a "four year" statute of limitations brought about by the November 2009 mediation request. Cortez-Kloehn v. Morrison, 162 Wn.App. at 171- 172.

As indicated above, in Fast, the statute of limitations would have expired on **8/31/11**, because the last act/omission of healthcare occurred on 8/31/08. Fast, 187 Wn. 2d at 39. So the statute of limitations in Fast would have expired three years from 8/31/ 2008 on **8/31/2011**.

The plaintiffs in the Fast case requested mediation *before* 8/31/2011, by filing it on 8/26/2011. The Fast's filed their complaint *before* 8/31/2012, by filing it on 7/18/2012, *before* the extended statute of

limitations expired. Fast, 187 Wn.2d at 32. Because the Fasts filed their good faith request for mediation before the MNSOL expired, the court found that the statute of limitations was extended to **8/31/2012**.

Thus, there is nothing in the Fast case which would authorize the statute of limitations to be tolled by a good faith request for mediation *after* the MNSOL has already expired.

In order to toll the statute of limitations, Volyn would have had to file a good faith request for mediation *before* the statute of limitations expired on **May 5, 2012**. Instead, Scott Volyn filed Fechner's good faith request for mediation on **September 27, 2012**, *after* the statute of limitations under RCW 4.16.350(3) had already expired on **May 5, 2012**. Thus, mediation request was too late to toll the statute of limitations. And because it is undisputed that attorney Volyn did not withdraw until **April 15, 2013**, he was still on the case when the statute of limitations expired.

So the chronology events, taken in the light most favorable to Nancy Fechner, the nonmoving party, was as follows in Fechner's case against attorney Volyn:

1. Volyn was representing Nancy Fechner by **October 2011**;
2. The statute of limitations applicable to Fechner's case for medical negligence expired on **May 5, 2012**;

3. Volyn filed a good faith request for mediation on **September 2012**, *after the medical negligence statute of limitations expired*;
4. Volyn withdrew on **April 15, 2013**.

D. The Tolling Provision under RCW 7.70.110 Only Operates to Toll the MNSOL, RCW 4.16.350, and is not applicable to the Catchall Tort Statute of Limitations for Tort Actions, RCW 4.16.080.

RCW 7.70.110 provides as follows:

The making of a written, good faith request for mediation of a dispute related to damages for injury occurring as a result of health care prior to filing a cause of action under this chapter shall toll the statute of limitations provided in RCW 4.16.350 for one year.

(Emphasis added.) The tolling statute specifically applies to toll RCW 4.16.350. This statute specifically refers that the statute of limitations pertaining to medical negligence, RCW 4.16.350. If the legislature had wanted the tolling statute to apply to other statutes of limitations, it would have so specified. Under the standard of statutory interpretation called

“expressio unius est exclusio alterius” the specific inclusion of one implies the exclusion of all others. Amalgamated Transit Union Legis. Council of Wash. State v. State, 145 Wash.2d ; In re Wissink, 118 Wn.App. 870, 81 P.3d 865, (Div. 3 2003). So the fact that the legislature specified the this tolling statute applies to RCW 4.16.350, and doesn’t mention RCW 4.16.080, means that RCW 7.70.110 applies to RCW 4.16.350 only.

E. The Deggs v. Abestos Corp. Ltd. Case Does Not Apply to this case because It Did Not Involve Medical Negligence.

Volyn cites to Deggs v. Asbestos Corp. Ltd., 186 Wn. 2d 716, 381 P. 3d 32 (2016) case for the proposition that a “wrongful death claim accrues on the date of death, not the time of the underlying injury to the deceased.” “However the Deggs case does not apply to the case at bar because that case did not involve a medical negligence cause of action under RCW 7.70 et seq. Rather, Deggs was a personal injury suit against nearly 40 defendants who had some part in exposing him to asbestos. Deggs, 186 Wn.2d 716, 381 P.3d 32 (2016). The case did not involve the MNSOL RCW 4.16.350(3), and so it does not apply to this case. Fast, supra, case settled the issue: When a wrongful death is caused by medical negligence, RCW 4.16.350(3), applies, and not RCW 4.16.080.

F. Volyn Misconstrues the Actual Deposition Testimony of Nancy Fechner, which was not Clear as to the Date of her First Appointment with Volyn.

In the Statement of Facts, supra, there is an indication in the record from the deposition indicating that Volyn had the case for a “year and a half” before he withdrew. Volyn states that CR 56 provides that when “a party had given clear answers to unambiguous [deposition] questions which negate the existence of any genuine issue of material fact, the party cannot thereafter create such an issue with an affidavit that merely contradicts, without explanation, previously given clear testimony.” This rule does not apply to this case.

Nancy Fechner, in the same deposition, indicated her frustration that when Volyn withdrew from her case he had already been sitting on the case for a “year and a half.” See deposition testimony, supra. A year and a half before Volyn’s withdrawal on April 15, 2013 would be October, 2011, which is consistent with her testimony. Although she did not know the exact date of her first meeting with Volyn, (which is not surprising since it had been over three years since he withdrew on April 15, 2013 at the time of her deposition on 6/08/2016), she and Olin Ensley remembered that she was meeting with Volyn by the time of the

anniversary of Dennis Fechner's death in October of 2011, and during the Christmas season in 2011, because Fechner talked to Olin about the Christmas decorations and goodies provided at Volyn's office during the Christmas season in 2011.

Thus the rule about "clear answers" does not apply, especially since Volyn's attorney was asking for specific dates which Nancy Fechner could not remember, but she did remember the year and the specific dinner she had with Olin Ensley around the anniversary of Dennis Fechner's death in 2011 and the Christmas season in 2011. The judge did not grant the Defendant's motion to strike the Declarations of Nancy Fechner or Olin Ensley, deferring a ruling on that issue. In fact, in the Order Granting Summary Judgment, the Order states that Nancy Fechner and Olin Ensley's Declarations were reviewed by the trial judge. **CP 560-561.**

In fact, Nancy Fechner could not give an answer on the date when asked by Volyn's attorney in deposition, as indicated by the following colloquy:

Q: And it says, [referring to Exhibit 16 to the deposition] "I have discussed a potential claim with [sic] arising out of the following incident, prescription use of Enbrel for Dennis

Fechner,”...And it was signed August 8th of 2012.
And then has your signature and it has Scott’s
signature.

You see that?

A. I see that, but I have a question, please.

Q: Okay.

A: May I ask?

Q: Go for it.

A: It says here, “I have not employed Volyn
Law Firm to file suit or to represent us as my
legal attorneys.”

When I went in and talked to Mr. Volyn about
taking the case, and we had talked about
contingency basis and et certera, he said he
would look into everything and he said, yes, he
says, just by looking at things and from what I
told him, he said he felt I had a case but without
looking into everything and investigating, he
cannot give me anymore accurate answer than
that, but—

Q: When was that?

A. That’s when I went to see him the first time.

Q: This was signed on August 8th of 2012.

A: Well, whenever that was, I had went in to see him and he had me sign this paper and there was a couple other papers he had me to sign. I don't know if it was giving him allowance to get information on records or what they were, I don't remember at this time, but...

Q: So did you sign Exhibit 16 the first time you ever met Scott Volyn:

A: I can't remember if that was the first time—no, because when I went in for consultation the very first time and took the records to him to look at, I didn't sign anything at that time. It was like the next visit or the next couple of visits that I did . He had—he said that he felt that I had a good case and he was—would take the case.

CP 527-29. (Emphasis added.)

This is the passage Volyn relies on to show “clear answers to unambiguous deposition questions.” But the above underlined portions show anything but clear answers. In fact, Nancy Fechners answers are not inconsistent with her declaration that Volyn was representing her by October of 2011 for the following reasons:

1. She indicates that she does not remember the dates;

2. She said that she did not sign Exhibit 16 on the first time she met with him. In fact she says she signed it on the “next visit or the next couple of visits....” Because the context does not reveal the number of visits or the time interval between visits, it is impossible to know whether the next couple of visits could have been months after October of 2011;
3. She says, “Well whenever that was...” which indicates that she is unsure about the date;
4. She doesn’t remember what the specifics were about what the documents she signed, nor does she give an exact date of her first visit with Volyn;
5. She *did not agree* that August 8, 2012 was the first time she met with Volyn—in fact she clarified that she did not sign Exhibit 16—the Authority to Investigate” document--on the first time she met with Volyn.

Thus, Nancy Fechner’s declaration testimony is not inconsistent with “clear answers to unambiguous deposition questions,” so CR 56 does not preclude the court from considering her declaration. Further, Olin Ensley’s declaration is independent from Nancy Fechner’s, and it also points to Volyn’s representation in October, 2011. His deposition was not taken.

G. Nancy Fechner does not agree that Volyn's Representation began on August 8, 2012, but rather she Declared under Oath that he was Representing her by October, 2011, so the MNSOL May 5, 2012, had not already Expired at the Time Volyn Began Representing Nancy Fechner.

As demonstrated by the previous section, Nancy Fechner never agreed that Volyn's Representation started in August of 2012. In fact, her declaration indicates that he was representing her by October of 2011, before the MNSOL expired on May 5, 2012. So there is a genuine issue of fact as to whether Volyn committed malpractice by missing the MNSOL.

Clearly Volyn's argument makes little sense, because if Volyn believed that the MNSOL had already expired, why would he have continued to investigate the case and filed a good faith request for mediation for a case for which the statute of limitations had already expired?

H. Although the Trial Court Believed that the Statute had not Expired at the time Volyn withdrew, that Conclusion was based on the Erroneous Conclusion that Volyn's Request for Good Faith Mediation Effectively Tolled the MNSOL.

The trial judge erroneously believed that the MNSOL was tolled for a year, so he believed that there was still time to file the action after Volyn withdrew. However, as explained in section C, supra, in order to be effective Volyn would have had to file the good faith request for mediation before the statute of limitations expired on May 5, 2012, which he did not do. The filing of the request for mediation occurred after the statute of limitations had expired. Further, because the Fast case holds that the MNSOL applies, the filing of a good faith request for mediation after May 5, 2012 could not have extended the MNSOL. Although the three years from the date of death had not yet passed, the MNSOL begins on the last date of negligence, not the date of death. So by the time Volyn withdrew, the case was dead in the water.

III. CONCLUSION

Because there are genuine issues of material fact about the date Volyn began his representation, and because the case was not filed or tolled for a year by May 5, 2012, the date the MNSOL expired, the trial court erred in granting summary judgment in favor of Volyn as a matter of law. The order on summary judgment should be reversed and the case should be remanded for trial to the superior court.

Respectfully submitted this 24th day of November, 2017

LAW OFFICES OF JULIE A. ANDERSON

A handwritten signature in cursive script, reading "Julie A. Anderson", is written over a solid horizontal line. The signature is fluid and extends to the right of the line.

Julie A. Anderson, Attorney for Nancy Fechner, Appellant