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No. 35531-4-III

DIVISION III, COURT OF APPEALS
OF THE STATE OF WASHINGTON

MARY E. NIELSON,

Appellant,

v.

HOUSEHOLD FINANCE CORPORATION III, CALIBER HOME
LOANS d/b/a/ CALIBER LOANS, INC., U.S. BANK TRUST
NATIONAL ASSOCIATION; and LSF9 MASTER PARTICIPATION
TRUST,

Respondents.

ON APPEAL FROM GRANT COUNTY SUPERIOR COURT
(Case No. 16-2-01074-8)

**RESPONDENT HOUSEHOLD FINANCE CORPORATION III'S
ANSWERING BRIEF**

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I. INTRODUCTION

Respondent Household Finance Corporation III (“Household”) respectfully submits this response to the Opening Brief of Appellant Mary E. Nielson (“Nielson”). In May 2017, the trial court granted Household’s motion to dismiss, agreeing that all of Nielson’s claims were time-barred because more than 10 years had elapsed since any purported claims accrued. For the following reasons, Household requests that the Court affirm this decision.

Nielson’s fundamental claim is that in 2006 she was promised that a loan from Household would be secured only by her mobile home and not the underlying land. Despite this alleged promise, Nielson signed a deed of trust and loan agreement that secured both the trailer and the real property. Nielson claims that this purported false promise was a violation of the Consumer Protection Act (“CPA”) and constituted fraud.

However, Nielson did not file suit until September 2016, over 10 years after the loan documents were signed and recorded. Thus, Nielson’s claims are barred on their face by the applicable statutes of limitations. Nielson, though, contends that discovery rule saves her claims because she did not discover the supposedly erroneous loan documents until foreclosure proceedings were instituted in 2015. This claim fails as a matter of law: (1) it is undisputed that Nielson signed the loan documents,

thus she had notice of their contents; (2) it is undisputed that the allegedly offending deed of trust was recorded, giving constructive notice of its contents; and (3) Nielson was represented by an attorney in bankruptcy proceedings in 2012, which also imputes constructive knowledge to her of the deed of trust. Having had notice of the contents of the deed of trust, actual or constructive, for over 10 years, Nielson's claims are time-barred. To hold otherwise is to undermine Washington's legislatively enacted real property recording statutes, the essence of which is that recording of a document in the county records provides notice of its contents to the world.

Here, the trial court properly dismissed Nielson's claims on a Rule 12(b)(6) motion because she did in fact have actual or constructive notice of her fraud/CPA claims. With respect, that ruling should be affirmed.

II. COUNTERSTATEMENT OF ISSUES

1. Did the trial court correctly dismiss Nielson's claims as being barred by the statute of limitations where those claims accrued more than 10 years before this suit was filed? Yes.

2. Did the trial court correctly deny Nielson's motion for reconsideration where that motion was based on the same failed legal theories as the motion to dismiss? Yes.

III. COUNTERSTATEMENT OF THE CASE

A. Household's Allegedly Wrongful Acts Occurred in 2006.

The following factual background is taken from Nielson's Complaint and the documents she attached to it, as well as the response she filed in opposition to Household's motion to dismiss:

Nielson is the fee owner of 2572 Beverly-Burke Rd. S., Quincy, WA 98848 ("Property").¹ This lawsuit relates to a \$61,952.74 loan ("Loan").² Nielson obtained the Loan from Household on January 26, 2006.³ Nielson contends that, in the lead up to the Loan, Nielson and her former husband "understood and intended that their mobile home would be the security for their loan, and that the underlying real estate would not be encumbered."⁴

Nevertheless, at loan origination Nielson was presented with a Loan Repayment and Security Agreement ("Loan Agreement") and a "Deed of Trust", both of which provided that the Property and the trailer were security for the Loan. As she admits in her opening brief, the Loan Agreement stated "YOU ARE GIVING US A SECURITY INTEREST

¹ See Compl. ¶ 4.1, CP 3.

² Deed of Trust p. 1, CP 16.

³ Compl. ¶ 4.1, CP 3.

⁴ Compl. ¶ 4.3, CP 4.

IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS.”

(emphasis in original).⁵ The Deed of Trust provided:

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust with power of sale, the following described property located in the County of GRANT State of Washington: [legal description].”⁶

The Deed of Trust was recorded in the Grant County property records on January 30, 2006.⁷

There is no evidence in the record regarding what occurred between the recording of the Deed of Trust in 2006 and April 2012. In April 2012, Nielson declared bankruptcy while represented by counsel.⁸ Through counsel, Nielson submitted bankruptcy schedules and other bankruptcy filings, which listed the debt to HFC as a “secured claim.”⁹

In 2015, Nielson defaulted on the Loan and foreclosure proceedings were instituted against the Property.¹⁰

⁵ Op. Br. p. 5 (citing CP 291).

⁶ Deed of Trust, CP 16.

⁷ *Id.*

⁸ *See* Bankruptcy Schedules, CP 262 (listing contact information for “attorney for debtor(s)”).

⁹ Bankruptcy Schedules, CP 260.

¹⁰ Notice of Foreclosure, Ex. 4 to Compl. CP 224

Beginning in March 2016, Nielson communicated with defendants in an attempt to press her claim that the foreclosure should not affect the Property, only the trailer.¹¹

B. Procedural Posture

The procedural posture relevant to this appeal is as follows:

Nielson filed this lawsuit on September 12, 2016.¹²

On January 12, 2017, Household moved to dismiss the lawsuit pursuant to CR 12(b)(6).¹³

The trial court granted that motion on May 5, 2017, but allowed Nielson to proceed with claims against the other defendant, Caliber.¹⁴

Nielson moved for reconsideration on May 17, 2017.¹⁵

On June 27, 2017, the trial court denied the motion for reconsideration without further briefing.¹⁶

On August 22, 2017, Nielson voluntarily dismissed her claims against all remaining defendants (Household had been dismissed on May 5, 2017).¹⁷

¹¹ ¶4.9 Compl., CP5; Ex. 6 to Compl. CP 36.

¹² *Id.* at CP 1.

¹³ MTD, CP 150.

¹⁴ May 5, 2017 Order, CP 514.

¹⁵ MFR, CP 677.

¹⁶ June 27, 2017 Order, CP 950.

¹⁷ Stip. and Order of Dismissal, CP 1048.

On August 25, 2017, Nielson appealed the May 5, 2017 dismissal order and the June 27, 2017 order denying the motion for reconsideration.¹⁸

IV. STANDARD OF REVIEW

A. Motion to Dismiss

Dismissal is appropriate under CR 12(b)(6) only if the plaintiff cannot prove any set of facts which would justify recovery. A court hearing the motion will take all facts alleged in the complaint as true and may consider hypothetical facts supporting the plaintiff's claim. *Woodward v. Taylor*, 184 Wn. 2d 911, 917, 366 P.3d 432, 435 (2016) (acknowledging statute of limitations may be appropriate basis for Rule 12(b)(6) dismissal). This Court reviews the grant or denial of a motion to dismiss de novo. *Id.*

B. Motion for Reconsideration

“This court reviews the denial of a motion for reconsideration for abuse of discretion.” *West v. Dep't of Licensing*, 182 Wn. App. 500, 516, 331 P.3d 72, 79 (2014) (upholding denial of reconsideration).

A trial court abuses its discretion if its decision is manifestly unreasonable or based on untenable grounds or reasons. A court's decision is manifestly unreasonable if it is outside the range of acceptable choices, given the facts and the applicable legal standard; it is based on untenable

¹⁸ Notice of Appeal, CP 1050-51.

grounds if the factual findings are unsupported by the record; and it is based on untenable reasons if it is based on an incorrect standard or the facts do not meet the requirements

Id. at 516-17.

V. ARGUMENT

A. Nielson's Claims are Time-Barred on Their Face.

In her Complaint, Nielson attempted to bring claims for violation of the Consumer Loan Act, violation of the CPA, fraud, and negligent misrepresentation.¹⁹ Reviewing each of these causes of action, it is clear that each of the claims is based on Nielson's contention that Household improperly encumbered the trailer and Property at the time of Loan origination.²⁰

The statute of limitations on these claims are as follows:

Consumer Loan Act ("CLA") – This statute does not have a private right of action but violations of the CLA can constitute violations of the CPA. RCW 31.04.208.

Consumer Protection Act – the statute of limitation on a CPA claim is four years. RCW 19.86.120.

Fraud – the statute of limitations on a fraud claim is three years. RCW 4.16.080(4).

¹⁹ See Compl., CP 8-11.

²⁰ See generally, *id.*

Negligent Misrepresentation – the statute of limitations on a claim for negligent misrepresentation is three years. RCW 4.16.080(4); *Sabey v. Howard Johnson & Co.*, 101 Wn. App. 575, 592, 5 P.3d 730 (2000).

All of Household's alleged wrongful acts occurred in January 2006, at the time of Loan origination. This lawsuit was not filed until September 2016, over 10 years later. Each of Nielson's four claims is time-barred on its face and thus the trial court's dismissal with prejudice was appropriate and should be affirmed.

B. Nielson “Discovered” Her Claims in 2006 Because That is When She Signed the Loan Agreements and the Deed of Trust Was Recorded.

Nielson claims that her causes of action are not time-barred because she did not discover the allegedly wrongful encumbrance until foreclosure proceedings began in 2015.²¹ Thus, Nielson attempts to invoke the “discovery rule” in order to salvage those claims. However, Nielson had actual and/or constructive knowledge of her claims in 2006 and so the discovery rule cannot save her case from dismissal, as the trial court properly determined.

As explained by Judge Pechman of the Western District, the Discovery Rule cannot rescue claims such as the ones at issue here:

²¹ Op. Br. p. 1.

The “standard rule” on statutes of limitations is that a claim accrues “when the plaintiff has a complete and present cause of action.” *Wallace v. Kato*, 549 U.S. 384, 388, 127 S.Ct. 1091, 166 L.Ed.2d 973 (2007) (internal citations omitted). “Statutes of limitations are intended to promote justice by preventing surprises through the revival of claims that have been allowed to slumber until evidence has been lost, memories have faded, and witnesses have disappeared.” *Gabelli v. SEC*, — U.S. —, —, 133 S.Ct. 1216, 1221, 185 L.Ed.2d 297 (2013). The discovery rule is an exception to the standard rule, where “accrual is delayed until the plaintiff has ‘discovered’ his cause of action. *Id.* (internal citations omitted). The discovery rule exists to address the situation where a plaintiff has been injured by fraud and remains ignorant of the injury without any fault or lack of diligence on his part. *Id.* Under this rule, fraud is considered discovered when, with the exercise of reasonable diligence, it could have been discovered. *Id.* (internal citations omitted.) The question in application of the discovery rule is when the plaintiff knew of the relevant facts, not when the plaintiff knew the facts established a cause of action. *Cox v. Oasis Physical Therapy, PLLC*, 153 Wash. App. 176, 191, 222 P.3d 119 (2009).

In determining whether the discovery rule is appropriate in a given case, the court must balance the goal of providing a remedy for every genuine wrong with the burden of compelling a party to answer stale claims, which is in itself a substantial wrong. *1000 Virginia Ltd. P'ship v. Vertecs*, 158 Wash.2d 566, 579, 146 P.3d 423 (2006). In order to take advantage of the discovery rule, a plaintiff must show there were impediments to earlier prosecution of the claim, including the reasons the claimant did not know of the cause of action, the means used to keep him ignorant, and how he first obtained knowledge of the relevant facts. *Douglass v. Stranger*, 101 Wash. App. 243, 256, 2 P.3d 998 (2000). The question of due diligence is ordinarily a question of fact, but it can be decided as a matter of law if reasonable minds could reach only one conclusion. *Id.*

Application of the discovery rule is not appropriate in this case. Plaintiff fails to show the facts underlying his claims were not discovered or could not, with reasonable diligence, have been discovered within the limitation periods. Plaintiff's allegation that he did not have knowledge of Defendants' underwriting standards and therefore did not know that the advice he received in obtaining his loan violated those standards is not sufficient. (Dkt. No. 16 at 5.) First, Plaintiff makes no statement about when he did become aware of the facts that give rise to his claims. Second, Plaintiff's claims are not of the type the discovery rule was meant to apply to. **In Washington, the discovery rule applies where there are truly latent facts, such a medical malpractice claim where a sponge was left in a body only to be discovered years later through a body scan, or the use of faulty siding on a house only discoverable when the siding falls apart prematurely but after the statute of limitations would otherwise have run.** *Vertecs*, 158 Wash.2d at 579, 146 P.3d 423. **Here, Plaintiff knew or should have known of the terms in the loan agreement at the time he signed it, or at least within the limitations period of his claims.**

Pruss v. Bank of Am. NA, No. C13-1447 MJP, 2013 WL 5913431, at *2–3 (W.D. Wash. Nov. 1, 2013) (emphasis added).

In the *Pruss* case, like in this case, the plaintiff was bringing suit outside of the limitations period for alleged misrepresentations that occurred at the time of loan origination. *Id.* at *1. Like in this case, even if Pruss was misled at origination, the confusion would have been apparent from the face of the loan documents he signed. *Id.* at *3. It is no defense that Nielson did not read the contract - “The whole panoply of contract law rests on the principle that one is bound by the contract which he

voluntarily and knowingly signs.” *Wash Fed. Sav. & Loan Ass'n v. Alsager*, 165 Wn. App. 10, 14, 266 P.3d 905, 907 (2011).

Considering the allegations presented, Judge Pechman decided to grant the defendant’s motion in *Pruss* and dismissed all claims with prejudice as barred by the statute of limitations. *Pruss*, C13-1447 MJP, 2013 WL 5913431, at *6. Household respectfully submits that the Court should follow this persuasive reasoning and uphold the trial court’s ruling dismissing this lawsuit with prejudice as well.

Washington state appellate cases support the reasoning of *Pruss*, as well as Household’s defenses in this suit. For example, *Shepard v. Holmes*, a 2014 decision by this Court, explains the discovery rule as it affects the accrual of a cause of action:

RCW 4.16.080(4) effectively codifies the discovery rule as the basis on which a claim for fraud or misrepresentation accrues. In applying the discovery rule, actual knowledge of fraud will be inferred for purposes of the statute if the aggrieved party, by the exercise of due diligence, could have discovered it. The discovery rule can also apply to CPA claims.

One instance in which actual discovery will be inferred is where the facts constituting the fraud were a matter of public record. As our Supreme Court explained in *Davis v. Rogers*, 128 Wash. 231, 236, 222 P. 499 (1924), where facts constituting fraudulent acts were matters of public record, and thus “easily ascertainable,” the public record serves as “constructive notice to all the world of its contents.” “[T]he defrauded party cannot be heard to say that he has not discovered the facts showing the fraud

within the limit of the statute if the facts should have been discovered prior to that time by anyone exercising a reasonable amount of diligence.”

Shepard v. Holmes, 185 Wn. App. 730, 739-40, 345 P.3d 786 (2014)

(internal citations omitted).

Shepard is directly on point – in that case, the plaintiff’s asserted fraud and misrepresentation claims based on her purchase of several parcels of land that she thought could be sold individually – in fact, the lots could only be sold together. 185 Wn. App. at 734-735. More than five years after her original purchase in 2007, Shepard learned from the Benton County Planning Department that the seller of the lots had recorded a Deed of Consolidation in 1998, which precluded separate sales. *Id.*

The trial court dismissed Shepard’s fraud, misrepresentation, and CPA claim based on the expiration of the statute of limitations. The court of appeals affirmed, holding:

When she purchased the property in July 2007, Ms. Shepard was therefore on constructive notice of the existence of the [1998] consolidation deed. Any statement or omission that she contends misled her had to have taken place before she purchased in order to have proximately caused her loss. If she sustained damage as a result of the alleged misrepresentation, it was because she acquired property that no longer enjoyed the development rights that vested when the parcel was short platted; that damage arose as soon as she closed the purchase.

Shepard, 185 Wn. App. at 742.

Another instructive case is *Buxton v. Perry*, 32 Wn. App. 211, 646 P.2d 779 (1982). There, the plaintiff brought a misrepresentation claim in 1978 against an attorney for changes made to a real estate contract. The court held that the action accrued when the plaintiff received and signed the real estate contract in 1972. At that point, according to the court, plaintiff had “noticed the changes and additions to the contract,” and therefore had knowledge of facts supporting his claim of misrepresentation. *Id.* at 214. Thus, plaintiff’s 1978 claim was outside the 3-year statute of limitations.

Shepard and *Buxton*’s holdings are consistent with other Washington cases: *Manning v. Mortg. Elec. Registration Sys., Inc.*, 196 Wn. App. 1043 (2016) (“[T]he defendants are correct that the Mannings had constructive notice of the allegedly improper deed of trust when it was recorded in 2004[.]”); *Strong v. Clark*, 56 Wn. 2d 230, 232, 352 P.2d 183, 184 (1960) (“When the facts upon which the fraud is predicated are contained in a written instrument which is placed on the public record, there is constructive notice of its contents, and the statute of limitations begins to run at the date of the recording of the instrument.”).

Moreover, not only was the Deed of Trust recorded, Nielson herself actually signed the documents. Indeed, “[t]he whole panoply of

contract law rests on the principle that one is bound by the contract which he voluntarily and knowingly signs.” *Wash Fed. Sav. & Loan Ass'n v. Alsager*, 165 Wn. App. 10, 14, 266 P.3d 905, 907 (2011). Under these circumstances, Nielson had constructive notice of her alleged claims at the time her Deed of Trust was signed and recorded and those claims are therefore time-barred. Accordingly, the trial court’s dismissal of Nielson’s claims with prejudice should be affirmed.

C. Nielson Also Had Constructive Knowledge of the Encumbrance On her Land by Virtue of Her Bankruptcy Filing.

As argued above, the alleged “fraud” was present on the face of the signed Deed of Trust and the subsequent recording of that instrument is dispositive Nielson’s constructive knowledge of her claims in 2006. However, Nielson also obtained constructive knowledge in 2012 when she filed bankruptcy.

The general rule is that an agent’s knowledge of a fact relevant to his agency is imputed to the agent’s principal: In order for an agent's knowledge to be imputed to the principal, an agent must have actual or apparent authority in connection with the subject matter “either to receive it, to take action upon it, or to inform the principal or some other agent who has duties in regard to it.” *Roderick Timber Co. v. Willapa Harbor*

Cedar Prods., Inc., 29 Wn. App. 311, 316–17, 627 P.2d 1352 (1981) (quoting Restatement (Second) of Agency § 268 cmt. c (1958)).

As stated in her Response, Nielson declared bankruptcy in April 2012 while represented by counsel.²² Through counsel, Nielson submitted bankruptcy schedules and other bankruptcy filings.²³ It is simply inconceivable that a practicing bankruptcy lawyer would not, in the course of his due diligence, determine the nature of the secured interests held by his client’s creditors.

Because she was represented by counsel in 2012 and her counsel had the specific task of reviewing the claims of her creditors and allocating her assets among them, Nielson is imputed with constructive knowledge of all relevant facts known by her attorney, including that her loan with Household was secured by real property. Thus, even if the commencement of the limitations period is pushed forward to April 2012, Nielson’s claims are still time-barred because this suit was not filed until September 2016.²⁴

The fact that Nielson was represented by counsel in her bankruptcy and in that bankruptcy she acknowledged the existence of the debt to

²² See Bankruptcy Schedules, CP 262 (listing contact information for “attorney for debtor(s)”).

²³ *Id.*

²⁴ Compl., CP 1.

Household is an independent self-sufficient basis to affirm the decision of the trial court.

D. Nielson’s Arguments in Her Opening Brief Fail to Demonstrate Error by the Trial Court.

1. Nielson Fails to Cite Any On-Point Case Holding that Signing and Recording of a Document Does not Impute Knowledge of its Contents.

In her opening brief, Nielson cannot help but acknowledge the well-established rule that recording a document provides constructive notice of its contents.²⁵ However, Nielson attempts to distinguish the instant case from the well-established rule by arguing that Nielson had no reason to refer to the Deed of Trust after it was recorded.²⁶ In support, Nielson cites several Washington cases, including *Irwin v. Holbrook*, 32 Wash. 349, 357, 73 P. 360, 363 (1903), *Aberdeen Fed. Sav. & Loan Ass’n v. Hanson*, 58 Wn. App. 773, 777, 794 P.2d 1322, 1324 (1990), *Strong v. Clark*, 56 Wn. 2d 230, 321-32, 352 P.2d 183 (1960), and *Kendrick v. Davis*, 75 Wn. 2d 456, 464, 452 P.2d 222, 228 (1969).²⁷ *Aberdeen* is readily distinguishable because that case involved a “miscellaneous” recorded document not filed under the land records and which did not contain the legal description of the subject property. 58 Wn. App. at 778. *Kendrick* is also distinguishable because it dealt with whether the vendor

²⁵ Op. Br. p. 22-23

²⁶ *Id.* at p. 24.

²⁷ *Id.* pp. 22-23

on a real estate contract had constructive knowledge of a subsequently recorded mortgage and thus focused on the effect of recording on an antecedent lien holder. 75 Wn 2d 465.

Both *Irwin* and *Strong* have holdings which contradict Nielson's position; in those cases, the court found that the recorded documents did provide constructive notice. Thus, in the end, Nielson fails to cite a single case whose holding supports the conclusion that the trial court committed error or that recording the Deed of Trust did not provide constructive notice to Nielson of its contents.

Nielson's claim that she had no reason to refer to the Deed of Trust after it was recorded is also meritless. As argued above, Nielson signed the document and her bankruptcy attorney referenced the secured debt to Household in the bankruptcy filings – both of these actions impute to Nielson constructive knowledge of the real property lien.

2. Nielson's Claim that She Did Not Understand the Legal Description is a Red Herring – The Presence of Any Legal Description in the Deed of Trust is Dispositive.

Nielson heavily relies on her argument that she “could not read or understand the legal description of the real property” conveyed by the Deed of Trust.²⁸ However, this argument is a red herring. The issue here is not whether Nielson understood the metes and bounds description of the

²⁸ Op. Br. 24.

property or was otherwise qualified as a surveyor. Rather, the issue is the nature of the property interest that was conveyed. Nielson claims that the Loan should have only been secured by personal property; in fact, the Loan was secured by real property. Thus, the presence of *any real property legal description* – readily understandable or no – gave Nielson knowledge that some real property interest was being conveyed. If in fact she believed that she was only supposed to be conveying a personal property interest, the legal description in the deed of trust in 2006 should have tipped her off that something was amiss.

Moreover, the documents Nielson signed, particularly the Loan Agreement, stated in all caps “YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS.” (Emphasis in original).²⁹ Having signed this document, as a matter of law Nielson cannot disavow at least constructive knowledge of its contents.

As a broader issue, the argument of ignorance Nielson relies on is a dangerous one. Nielson does not argue that the Deed of Trust was particularly complicated or esoteric or different in any meaningful way from the tens of thousands of deeds of trust recorded in Washington every year. A ruling that gave credit to Nielson’s argument from ignorance

²⁹ Op. Br. p. 5 (citing CP 291).

would open the floodgates of litigation for every borrower who was not a real property expert or represented by an attorney. With respect, that is not a scheme established by our Legislature. In Washington, private individuals are free to borrow money and pledge security without special knowledge or representation and they are charged with reading the documents they sign. No special relationship existed between Nielson and Household that would change the normal dynamic between lender and borrower and so the argument from ignorance fails.

E. Nielson's Motion for Reconsideration Was Properly Denied.

Nielson's motion for reconsideration was based primarily on additional evidence supporting her theory of ignorance discussed above. However, as thoroughly explained in the preceding sections this theory fails as a matter of law. As such, the trial court properly exercised its discretion in denying the motion.

VI. CONCLUSION

Nielson pledged her real property as security for a loan in 2006 by signing and acknowledging the Deed of Trust. That Deed of Trust was subsequently recorded in the Grant County property records. In 2012, Nielson declared bankruptcy with the assistance of an attorney, who reviewed the Deed of Trust and listed the Loan in her bankruptcy filings. Each of these three undisputed facts provided Nielson with actual and/or

constructive knowledge of the fact that the Deed of Trust encumbered her Property. Accordingly, any claim that such encumbrance was fraudulent accrued at those times, and is therefore barred by the applicable statutes of limitations. The trial court correctly dismissed Nielson's claims under these circumstances and, with respect, this Court should affirm.

RESPECTFULLY SUBMITTED this 15th day of June, 2018.

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CERTIFICATE OF SERVICE

I hereby certify that on the 15th day of June, 2018, I caused to be served a copy of the foregoing **RESPONDENT HOUSEHOLD FINANCE CORPORATION III'S ANSWERING BRIEF** on the following person(s) in the manner indicated below at the following address(es):

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