72504-1

No. 92967-0

72504-1

No. 72504-1-I

IN THE COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION I

VANESSA WARD
Appellant,
vs.
SELENE RMOF II REO ACQUISITIONS II, LLC
Respondent.

BRIEF OF RESPONDENT
SELENE RMOF II REO ACQUISITIONS II, LLC

Submitted By:
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COURT OF APPEALS DIV I
STATE OF WASHINGTON
2015 AUG 27 AM 10: 20

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I. INTRODUCTION

Vanessa D. Ward ("Ward" or "Appellant") seeks review by this Court of the trial court's entry of an Order for Writ of Restitution granting the right of possession to Selene RMOF II REO Acquisitions ("Selene" or "Respondent") following a show cause hearing held on September 15, 2014.

Selene purchased the subject property following a nonjudicial foreclosure trustee's sale held on January 30, 2009. Thereafter, Selene brought the underlying unlawful detainer action to obtain possession. Ward claims an interest in the subject property via an unrecorded quitclaim deed. However, Ward acknowledges unlawful detainer actions are limited to the question of possession and are not an appropriate action to litigate questions of title. Because Selene's interest is derived from a trustee's deed, which is prima facie evidence of a proper sale in Washington, Ward's claim for title is not permitted in the unlawful detainer action, and the trial court correctly decided the same.

Furthermore, Ward admits the elements of the waiver doctrine are met in this case such that Ward waived her ability to challenge the sale. She admits (1) she received notice of the trustee's sale, (2) she had notice of the claims she now purports to assert as a defense to the foreclosure, and (3) she failed to obtain a restraining order or injunction prior to the

trustee's sale. The law in Washington is clear that where waiver applies, no post-sale claim can affect the validity or finality of the trustee's sale.

Finally, even if a question outside of possession could be heard or resolved in an unlawful detainer action, Selene's interest in the subject property is superior to that of Ward's, which is based on an unrecorded quitclaim deed.

Selene asks this court to affirm the trial court's decision.

II. RESPONSE TO ASSIGNMENTS OF ERROR

The trial court properly entered an order issuing writ of restitution in favor of Selene.

III. STATEMENT OF THE CASE

The underlying action relates to a piece of real property located in King County, Washington, which is commonly known as 7913 South 115th Place m/k/a/ 7911 South 115th Place, Seattle, Washington 98178 (the "Property").

A. Procedural History

On April 2, 2014, Selene filed a Complaint for Unlawful Detainer in the King County Superior Court under Case No. 14-2-09533-3 KNT to obtain possession of the Property. CP 1-12. The Complaint specified that Appellant "Vanessa D. Ward who is occupying the property is believed to be a tenant of the former owner of the property." CP 1.

On May 7, 2014, an Order for Writ of Restitution was entered in Selene's favor following a Show Cause Hearing. CP 26-27. Later, on August 13, 2014, by stipulation between Ward and Selene, the Writ of Restitution was vacated on the basis the motion for show cause hearing was erroneously mailed to an incorrect address and Ward did not receive notice of the May 7, 2014, show cause hearing. *Id.*

On August 25, 2014, Selene filed and served on Ward a second Motion for Order to Show Cause, Motion for Order and Judgment, Declaration in support thereof, Proposed Order, and Note for Motion. Supplemental CP 100-01; 102-05; 106-11; 112-15; 116-21; *see also* Amended Verbatim Report of Proceedings, 10:6-8; 12:7-8.

The Order to Show Cause was entered on August 26, 2014, which ordered Ward to appear for a show cause hearing on September 15, 2014. Supplemental CP 122-23.

On September 12, 2014, Ward filed a motion to dismiss the unlawful detainer action on the basis that she was not a tenant and therefore the unlawful detainer statute does not apply. CP 28-34. Ward did not serve her motion to dismiss on Plaintiff in advance of the September 15, 2014 show cause hearing, and she failed to file a declaration of service and Note for Motion. *see* Amended Verbatim Report of Proceedings, 10:1-11:24.

Also, on September 12, 2014, Ward filed a motion for order setting case for trial and to deny pendent lite writ of restitution. CP 35-85. The motion argued that (1) Selene had not shown its right to possession, (2) that even if Selene had demonstrated its right to possession, it should be required to post an $80,000 bond prior to issuance of any writ of restitution, (3) that if Selene could not prove a right to possession, no bond should be required from Ward to retain possession pending trial, and (4) that trial should be set because an issue of fact, whether Ward was a tenant at the property, existed. *Id.* Ward did not serve her motion on Plaintiff in advance of the September 15, 2014, show cause hearing, and no declaration of service and Note for Motion were filed. *See* Amended Verbatim Report of Proceedings, 10:1-11:24.

On September 15, 2014, after a hearing before King County Commissioner Pro Tem Terence Wong, a judgment for writ of restitution was entered by the King County Superior Court specifically finding that Selene was the owner of the Property, Selene was entitled to immediate Property, and that all occupants of the premises shall be evicted from the Property.[1] CP 95-99; *see also* Amended Verbatim Report of Proceedings, 1:18-19; 10:6-8; and 26:1-2.

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[1] The hearing transcript reveals that because Ward did not serve or properly note her motion to dismiss and motion for order setting trial,

On September 18, 2014, Ward filed a Notice of Appeal to the Court of Appeals Division 1. CP 92-94. On the same date, Ward filed a motion for stay pending appeal, which was granted.

B. Statement of Facts

On June 25, 1999, Elmer L. Monillas and Vilma F. Monillas executed a Statutory Warranty Deed deeding the Property to Vanessa D. Ward. The Statutory Warranty Deed was recorded July 19, 1999, under King County Auditor's File No. 19990719001699. CP 29 ("I bought the property...1999 and that title was recorded"); *see also* Respondent's RJN, Ex. A.[2]

On January 4, 2001, Vanessa D. Ward executed a Quitclaim Deed deeding the Property to Chester C. Dorsey. The Quitclaim Deed was recorded January 11, 2001, under King County Auditor's File No. 20010111001940. CP 29 ("I discussed deeding the property to Dorsey... This deed was recorded."); *see also* Amended Verbatim Report of Proceedings, 13:5-7; *see also* Respondent's RJN, Ex. B.

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neither motion was considered at the September 15, 2014 hearing. Amended Verbatim Report of Proceedings, 10:1-12:8.

[2] The pleadings in the record on appeal cite to a number of recorded documents, which were not attached to the pleadings wherein they are cited. Respondent requests the Court, pursuant to ER 201, take judicial notice of the recorded documents referred to in the pleadings in the record on appeal, which were not attached to such pleadings. ER 201(b)(2).

Ward claims that in 2004 Chester C. Dorsey deeded the subject property back to her via Quitclaim Deed. However, Ward acknowledges the 2004 Quitclaim Deed was never recorded. CP 29; CP 45.

On August 5, 2005, Chester C. Dorsey executed a Statutory Warranty Deed deeding the Property to Fred and Grace Brooks. The Statutory Warranty Deed was recorded September 9, 2005, under King County Auditor's File No.20050909003357. CP 29; *see also* Respondent's RJN, Ex. C.

On April 3, 2007, Chester Dorsey, as Attorney in Fact[3] for Fred and Grace Brooks signed a Statutory Warranty Deed deeding the property to James D. Dreier. The Statutory Warranty Deed was recorded April 13, 2007, under King County Auditor's File No. 20070413000949. CP 29; *see also* Amended Verbatim Report of Proceedings, 13:21-22; *and see* Respondent's RJN, Ex. D.

On April 3, 2007, James D. Dreier granted a deed of trust to First Franklin Financial Corp., which secured repayment of a loan in the amount of $452,000.00. The deed of trust encumbered the Property. The deed of trust was recorded April 13, 2007, under King County Auditor's File No. 20070413000950. CP 4.

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[3] A power of attorney granted Chester Dorsey power of attorney for Fred and Grace Brooks, which was recorded April 13, 2007, under King County Auditor's File No. 20070413000948. CP 29; *see also* Respondent's RJN, Ex. E.

In response to Dreier's default, on July 21, 2008, a Notice of Trustee's Sale was recorded under King County Auditor's File No. 20080721001807. CP 4.

Ward claims she had a mortgage with Homecoming Financial, but admits that despite living in the Property since 1999, she has not made a payment on any alleged mortgage since 2007. Amended Verbatim Report of Proceedings, 7:21-9:10.

Ward admits she received notice of the trustee's sale. Amended Verbatim Report of Proceedings, 18:4-6. Ward also admits she filed a lawsuit, through counsel, prior to the trustee's sale to address her underlying claims, yet she did not obtain a restraining order of the trustee's sale and her lawsuit was ultimately dismissed with prejudice because "I didn't submit something." Amended Verbatim Report of Proceedings, 18:7-22; 21:10-22:10; *see also* CP 29-30 (I hired an attorney who filed a complaint for unfair and deceptive conduct, civil conspiracy and outrage on January 30, 2009, the same day as the foreclosure sale.").

On January 30, 2009, the Property was sold at a trustee's sale to LaSalle Bank National Association, as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust Mortgage Loan Asset-Backed Certificates, Series 2007-3 ("LaSalle Bank") foreclosing the deed of trust granted by

James D. Drier to First Franklin Financial Corp.[4] CP 4-5; *see also* Amended Verbatim Report of Proceedings, 15:2-4; 15:16-24.

On January 30, 2009, a trustee's deed was issued and recorded on February 3, 2009. *Id.* The trustee's deed conveyed all rights, title, and interest in the Property to LaSalle Bank. *Id.*; RCW 61.24.050(1).

On or about August 31, 2012, La Salle Bank deeded the Property to Selene through a Special Warranty Deed. CP 6-12. The Special Warranty Deed was recorded in the King County property records on October 12, 2012. CP 6-12.

IV. ARGUMENT

A. Standard of Review

An appellate court reviews questions of law de novo. *Carlstrom v. Hanline,* 98 Wn. App. 780, 784, 990 P.2d 986, 988 (Wash. Ct. App. 2000).

B. The trial court correctly declined to consider and hear argument on Ward's motion to dismiss and motion for order setting trial because Ward failed to properly serve and note her motions for hearing.

Ward's Motion to Dismiss and Motion for Order Setting Trial were procedurally improper and the trial court did not err when it declined to

[4] The deed of trust being foreclosed was recorded April 13, 2007, under King County Auditor's File No. 20070413000950. CP 4-5.

consider and hear argument on both motions.[5] Pursuant to KCLCR 7(b)(4)(A), the moving party shall serve and file all motion documents no later than six court days before the date the party wishes the motion to be considered. A motion must be scheduled by a party for hearing on a judicial day. Moreover, under KCLCR 7(b)(5)(A), a Note for Motion shall be filed with the motion. The Note shall identify the moving party, the title of the motion, the name of the hearing judge, the trial date, the date for hearing, and the time of the hearing if it is a motion for which oral argument will be held. *Id.*

Ward failed to serve either motion six court days in advance of the date upon which she wished the motions to be considered and failed to file a Note for Motion for either motion. Amended Verbatim Report of Proceedings, 11:7-12:16. Because Ward failed to properly serve and note her motions, the trial court properly declined to consider and hear argument on both motions.

C. <u>The trial court properly entered an order issuing writ of restitution under the unlawful detainer statute in favor of Selene because Ward failed to raise a valid defense to the unlawful detainer action.</u>

RCW 59.12.032 authorizes an unlawful detainer action "as a result

[5] The trial court did note that it had reviewed the motions by Ward. Amended Verbatim Report of Proceedings, 1:8-10.

of a trustee's sale" to evict the previous owner of the home, provided the sale complied with the statutory foreclosure rules.[6] *Fed. Nat. Mortgage Ass'n v. Ndiaye,* No. 32994-1-III, 2015 WL 3755067, at *3 (Wash. Ct. App. June 16, 2015).

In *Peoples Nat. Bank of Wash. v. Ostrander*, the court noted that in enacting the non-judicial foreclosure statute, "the legislature did not contemplate that after a trustee's sale further lengthy proceedings would be required to obtain possession. It gave the purchaser..."the right to obtain possession of the real property by summary proceedings in an unlawful detainer action." *Peoples Nat. Bank of Wash.*, 6 Wn. App. 28, 31, 491 P.2d 1058 (Wash. Ct. App. 1971). Presale judicial remedies provided under the Deed of Trust Act are adequate and an unlawful detainer action is not an appropriate proceeding to raise challenges to the foreclosure. *Koegel v. Prudential Mut. Sav. Bank*, 51 Wn. App. 108, 113-114, 725 P.2d 385 (Wash. Ct. App. 1988).

An unlawful detainer action is a summary proceeding limited solely to the question of possession and collateral issues may not be asserted. *Peoples Nat. Bank of Wash. v. Ostrander*, 6 Wn. App. 28, 30-31, (1971), *Savings Bank of Puget Sound v. Mink*, 49 Wn. App. 204, 208, 741 P.2d 1043 (Wash. Ct. App. 1987), *Heaverlo v. Keico Industries, Inc.*, 80 Wn.

[6] Ward does not contend that the foreclosure failed to comply with the statutory rules applicable to nonjudicial foreclosure proceedings.

App. 724, 728, 911 P.2d 406 (Wash. Ct. App. 1996) (citing *Munden v. Hazelrigg*, 105 Wn.2d 39, 45, 711 P.2d 295 (1985); *Josephinium Associates v. Kahli*, 111 Wn.App. 617, 624 45 P.3d 627 (Wash. Ct. App. 2002)); *Plein v. Lackey*, 149 Wn.2d 214, 67 P.3d 1061 (2003) The purpose of the unlawful detainer action is "to preserve the peace by providing an expedited method for resolving the right to possession of property." *Heaverlo*, 80 Wn. App. at 728 (1996).

Thus, in order to protect the summary proceeding, "other claims, including counterclaims, are generally not allowed." *Id.* The unlawful detainer proceeding "do[es] not provide a forum for litigating claims to title." *Puget Sound Inv. Grp., Inc. v. Bridges*, 92 Wn. App. 523, 526, 963 P.2d 944 (Wash. Ct. App. 1998).

Furthermore, a trustee's deed is prima facie evidence of a proper sale and the only evidence necessary to prove the right to possession. RCW 61.24.040(7); *Glidden v. Municipal Authority of City of Tacoma*, 111 Wn.2d 341, 764 P.2d 647 (1988).

On appeal, Ward argues that she "is not a tenant and has no landlord-tenant relationship with plaintiff or with any of plaintiff's predecessors." Opening Brief, at 6. Ward further argues that an ejectment action rather than an unlawful detainer action was the proper course for Selene to have taken because Ward claims she has title to the Property. *Id.*

Yet, Ward overlooks RCW 59.12.032, which specifically permits the use of the unlawful detainer statute to obtain possession following a trustee's sale, *i.e.* the present circumstances. Furthermore, Ward concedes that "[a] show cause hearing is not the appropriate place to litigate claims to title." Opening Brief, at 6 (citing *Puget Sound Inv. Group, Inc. v. Bridges*, 92 Wn. App. at 526.).

Here, Selene obtained its interest in the Property via Special Warranty Deed from LaSalle Bank whose interest in the Property rested upon a recorded trustee's deed. CP 4-7. The recorded trustee's deed was presented to the trial court. CP 4-5. The trustee's deed recites that the sale was conducted in compliance with the Act and has not been rebutted by Ward. *Id.* Accordingly, because Selene's right to possession ultimately rests on the recorded trustee's deed, which is prima facie evidence of a proper sale, and thereby establishes its right to possession of the Property, RCW 59.12.032 permits use of the unlawful detainer statute to obtain possession.

Moreover, because the unlawful detainer statute applies and because collateral claims, including a claim to title is not permitted in an unlawful detainer action, the trial court correctly determined that the appropriate time for Ward to have raised a defense to the foreclosure was

prior to the trustee's sale, not after. The trial court properly granted the order of writ of restitution in favor of Selene.

D. <u>Even if Ward's claims were permissible in the unlawful detainer action, her claims have been waived.</u>

The Deed of Trust Act provides that objections to the trustee's sale must be raised prior to the sale or they may be deemed waived. RCW 61.24.040(1)(f)(IX). The Washington Supreme Court recently reaffirmed waiver, which restricts certain post-sale claims and prohibits challenges to the validity and finality of a completed sale. *Frizzell v. Murray*, 179 Wn. 2d 301, 313 P.3d 1171 (2013) (citing *Brown v. Household Realty Corp.*, 146 Wn. App. 157, 189 P.3d 223 (2008), and *Plein v. Lackey*, 149 Wn.2d 214, 67 P.3d 1061 (2003)). *Frizzell* cites to RCW 61.24.040(1)(f)(IX), which provides:

> [a]nyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

Waiver of a post-sale contest occurs when "a party (1) received notice of the right to enjoin the sale, (2) had actual or constructive knowledge of a defense to foreclosure prior to the sale, and (3) failed to bring an action to obtain a court order enjoining the sale." *Frizzell*, 179 Wn.2d at 306-07 (internal citations omitted); *see also Fed. Nat.*

Mortgage Ass'n v. Ndiaye, No. 32994-1-III, 2015 WL 3755067, at *3 (Wash. Ct. App. June 16, 2015).[7]

In *Frizzell,* the plaintiff actually obtained a preliminary injunction enjoining the sale, but the injunction was conditioned upon payment into the court registry. *Frizzell, supra,* at 1173. When the plaintiff failed to make her payment into the court registry, the trustee proceeded with the foreclosure and a trustee's sale was held. *Id.* The Supreme Court held that even when an order to enjoin sale is sought, ignoring "the conditions for an injunction would render aspects of the waiver provision and injunction statute meaningless." *Id.* at 1175. The Court found that "Frizzell could have paid the sum into the court to enjoin the sale, made a motion for reconsideration, or appealed the order, all of which she failed to do." *Id.* at 1175.

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[7] Cases wherein courts have declined to apply the waiver doctrine are inapposite to the case at bar. In *Albice v. Premier Mortgage Services of Washington, Inc.*, the Supreme Court held that waiver did not apply to a sale undisputedly conducted outside of the 120-day window permitted by statute. 174. Wn.2d 560, 276 P.3d 1277, 1282 (2012). However, here, Ward alleges no irregularity in the nonjudicial foreclosure process. In *Schroeder*, the Supreme Court declined to apply the waiver doctrine. *Schroeder v. Excelsior Mgmt. Grp., LLC*, 177 Wn.2d 94, 112, 297 P.3d 677 (2013). There, the property subject to the non-judicial foreclosure was agricultural, yet the parties had agreed to a "deed of trust on the land and an agreement that the property was not agricultural for purposes of non-judicial foreclosure." The court reasoned that because the DTA specifically requires that the property being non-judicially foreclosed <u>not be used primarily for agricultural purposes</u>, and parties cannot contractually waive the prerequisites to a non-judicial foreclosure, the DTA did not apply and therefore the waiver doctrine as applied to the DTA did not apply. *Id.* Here, nothing in the record demonstrates that the Property's character rendered the DTA inapplicable nor is there anything to suggest the parties attempted to contract around some DTA requirement.

Here, the record demonstrates that Ward does not dispute any of the three elements of the waiver doctrine. Ward does not dispute that she failed to restrain or enjoin the sale. Amended Verbatim Report of Proceedings, 18:7-22; 21:10-22:10; *see also* CP 29-30. Ward admitted she received notice of her right to enjoin the sale and actually did file a lawsuit, but, like *Frizell*, never obtained a restraining order or injunction. Amended Verbatim Report of Proceedings, 18:4-6. Ward also does not rebut the recitations in the trustee's deed that the Notice of Trustee's Sale was properly issued and notified her of the sale. Therefore, Ward had actual or constructive knowledge of the pending sale and her right to seek an injunction.[8]

Finally, Ward admittedly had actual knowledge of her claims because she filed a lawsuit prior to the sale asserting those claims. Amended Verbatim Report of Proceedings, 18:7-22; 21:10-22:10; *see also* CP 29-30. The elements of waiver have therefore been met and, as a result, Ward cannot now contest the validity of the trustee's sale and Selene's right to possession.

E. <u>Statutory Exceptions to Waiver do not affect possession.</u>

There are certain exceptions to the waiver doctrine in the Deed of

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[8] "[I]n most cases, the statutory notices of foreclosure and trustee's sale should be sufficient to inform a party of the right to enjoin the sale." *Koegel*, 51 Wn.App. at 114.

Trust Act, none of which are applicable to this case.[9] The non-waived claims are limited in that they may not seek any remedy other than damages, and they cannot affect the validity or finality of the Trustee's sale. RCW 61.24.127(2)(b) and RCW 61.24.127(2)(c). In other words, under no circumstances could Ward's action affect the validity or the finality of the trustee's sale. RCW 61.24.127(2)(c). Possession of the Property is not an available remedy to Ward. Accordingly, the trial court properly ordered the writ of restitution in favor of Selene.

F. Even if Ward's claims were permissible in the unlawful detainer action and her claims had not been waived, her claims fail because Selene's interest in the Property is superior to Ward's interest by virtue of an unrecorded quitclaim deed.

Even if a question outside of possession could be heard or resolved in the unlawful detainer action, the record demonstrates that Selene's interest in the Property is superior to any interest Ward claims by virtue of an unrecorded quitclaim deed.

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[9] The waiver doctrine is limited by RCW 61.24.127, which states that "[t]he failure of the borrower or grantor to bring a civil action to enjoin a foreclosure sale under this chapter may not be deemed a waiver of a claim for damages asserting: (a) Common law fraud or misrepresentation; (b) A violation of Title 19 RCW; (c) Failure of the trustee to materially comply with the provisions of this chapter; or (d) A violation of RCW 61.24.026." RCW 61.24.127(2)(b).

The bona fide purchaser doctrine provides that a good faith purchaser for value who is without actual, constructive, or inquiry notice of another's interest in real property has a superior interest in the property. *Tomlinson v. Clarke,* 118 Wash.2d 498, 500, 825 P.2d 706 (1992); *see also Miebach v. Colasurdo,* 102 Wn.2d 170, 175, 685 P.2d 1074 (1984) (" 'A bona fide purchaser for value is one who without notice of another's claim of right to, or equity in, the property prior to his acquisition of title, has paid the vender a valuable consideration.' ") (quoting *Glaser v. Holdorf,* 56 Wn.2d 204, 209, 352 P.2d 212 (1960)). "Good" "faith means [a subsequent purchaser] shall not have knowledge or notice of the other party's interest in some way outside the recording of the instrument that creates that interest." William B. Stoebuck & John W. Weaver, Washington Practice: Real Estate: Transactions § 14.10, at 150 (2d ed.2004). And a bona fide purchaser of an interest is entitled to rely on record title. *Lind v. City of Bellingham,* 139 Wash. 143, 147, 245 P. 925 (1926); *Levien v. Fiala,* 79 Wn. App. 294, 299, 902 P.2d 170 (Wash. Ct. App. 1995). Conversely, a subsequent purchaser who does not have bona fide purchaser status cannot simply rely on title records.

Here, Ward concedes she deeded the Property to Chester C. Dorsey in 2001. CP 29 ("I discussed deeding the property to Dorsey… This deed was recorded."); *see also* Amended Verbatim Report of

Proceedings, 13:5-7; *see also* Respondent's RJN, Ex. B. While Ward claims that in 2004 Chester C. Dorsey deeded the subject property back to her via Quitclaim Deed, she acknowledges the 2004 Quitclaim Deed was never recorded. CP 29; CP 45. Rather, the record indicates that the title records show that Dorsey conveyed the Property to Brooks who conveyed it to Dreier. Dreier was foreclosed by LaSalle Bank, and Selene purchased the Property from LaSalle Bank. Ward further acknowledges that neither LaSalle Bank, Selene's predecessor in interest, nor Selene were on notice of Ward's alleged interest in the Property prior to the January 2009 trustee's sale. The record demonstrates Selene was a bona fide purchaser for value because it had no notice of Ward's claim of right to, or equity in, the Property prior to acquiring title and paid valuable consideration.

V. CONCLUSION

The order issuing writ of restitution was properly entered by the trial court and should not be reversed because the unlawful detainer action is a summary proceeding limited solely to the question of possession and any claims Ward has regarding her claims must be brought in a separate civil action where her remedy will be limited to monetary damages.

DATED this 26th day of August, 2015.

RCO LEGAL, P.S.

By: _____ 31491 for Heidi Buck Morrison

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II REO Acquisitions

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COURT OF APPEALS
STATE OF WASHINGTON

IN THE COURT OF APPEALS
STATE OF WASHINGTON
DIVISION I

SELENE RMOF II REO ACQUISITIONS II, LLC, Respondent, v. VANESSA WARD, Appellant.	No. 72504-1-I **DECLARATION OF SERVICE**

The undersigned makes the following declaration:

1. I am now, and at all times herein mentioned was a resident of the State of Washington, over the age of eighteen years and not a party to this action, and I am competent to be a witness herein.

2. On August 26, 2015 I caused a copy of the **Brief of Respondent Selene RMOF II REO Acquisitions II, LLC** to be served to the following in the manner noted below:

Vanessa Ward 7911 S. 115th Pl. Seattle, WA 98178 *Pro Se* Appellant	[X] US Mail, Postage Prepaid [ ] Hand Delivery [ ] Overnight Mail [ ] Facsimile

ORIGINAL

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13555 SE 36th St., Ste. 300
Bellevue, WA 98006
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Facsimile: 425.458.2131

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

Signed this 26th day of August, 2015.

Kristine Stephan, Paralegal

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August 26, 2015

VIA FEDERAL EXPRESS
Court of Appeals, Division I
Attn: Clerk of the Court
One Union Square
600 University St.
Seattle, WA 98101-1176

RE: *Vanessa Ward, Appellant v. Selene RMOF II REO Acquisitions II, LLC, Respondent*
Appeal No. 72504-1-I
King County Superior Court Cause No. 14-2-09533-3KNT

Dear Clerk of the Court:

Enclosed please find the original and two copies of the following in the matter referenced above:

- Brief of Respondent Selene RMOF II REO Acquisitions II, LLC; and
- Declaration of Service.

Please file the originals and return conformed copies to me in the self-addressed stamped envelope provided.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me at 425-458-2101.

Very truly yours,

RCO LEGAL, P.S.

Kristine Stephan
Paralegal to Heidi Buck Morrison

COURT OF APPEALS DIV I
STATE OF WASHINGTON
2015 AUG 27 AM 10: 20

Enclosures