

68601-1

68601-1

NO. 68601-1
H

NO. 68601-1

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

LARRY M. KASOFF,

Appellant,

v.

CCB CREDIT SERVICES, INC., an Illinois corporation,

Respondent.

BRIEF OF RESPONDENT CCB CREDIT SERVICES, INC.

Jeffrey I. Hasson, WSBA#23741
Davenport & Hasson, LLP
12707 NE Halsey St.
Portland, OR 97230
Phone: (503) 255-5352
Facsimile: (503) 255-6124
Email: hasson@dhlaw.biz
Attorney for Respondent

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	RESPONSE TO APPELLANT’S ASSIGNMENTS OF ERROR AND STATEMENT OF ISSUES	1
	A. Response to Assignment of Errors.	1
	B. Response to Issues Pertaining to Assignment of Errors.	3
III.	STATEMENT OF THE CASE	4
IV.	ARGUMENTS	6
	A. Standard of Review.....	6
	B. Appellant could never recover under <i>RCW 19.16.450</i> against Respondent since it is undisputed that Respondent did not know if the amount included interest, service charges, collection costs, or late payment charges, and since Respondent had ceased collection of the account prior to the request by Appellant for information on the itemization of the claim.....	8
	1. <i>RCW 19.16.450</i>	9
	2. <i>RCW 19.16.250</i>	10
	C. Appellant cannot maintain a claim for declaratory judgment under the UDJA.....	12
	D. Appellant has failed to state claims upon which relief can be granted as to Respondent.	15
V.	CONCLUSION	17

TABLE OF AUTHORITIES

CASES

Atherton Condo. Apartment-Owners Ass'n Bd. of Dirs. v. Blume Dev. Co., 115 Wn.2d 506, 799 P.2d 250 (1990) -----	6, 8
Branson v. Port of Seattle, 152 Wn.2d 862, 101 P.3d 67 (2004)-----	14
Celotex Corp. v. Catrett, 477 U.S. 317, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986) -----	7
Diversified Indus. Dev. Corp. v. Ripley, 82 Wn.2d 811, 514 P.2d 137 (1973) -----	12, 13
First State Insurance Company v. Kemper National Insurance Company, 94 Wash.App. 602, 971 P.2d 953 (1999) -----	16
Hisle v. Todd Pac. Shipyards Corp., 151 Wn.2d 853, 93 P.3d 108 (2004)	6
Johnson v. Cash Store, 116 Wash.App. 833, 68 P.3d 1099 (2003)-----	17
Miller v. Likins, 109 Wn. App. 140, 34 P.3d 835 (2001)-----	7
NW Animal Rights Network v. The State of Washington, 158 Wn.App. 237, 242 P.3d 891 (2010) -----	13
Paris v. Steinberg & Steinberg et al, 2011 U.S. Dist. LEXIS 126262 (W.D. Wash. 11/1/11)-----	15
Roger E. Girard et al v. Michael H. Myers et al, 39 Wash.App. 577, 694 P.2d 678 (1985)-----	15, 16
Seattle Police Officers Guild v. City of Seattle, 151 Wn.2d 823, 92 P.3d 243 (2004)-----	7
Seven Gables Corp. v. MGM/UA Entm't Co., 106 Wn.2d 1, 721 P.2d 1 (1986) -----	7
Vallandigham v. Clover Park Sch. Dist. No. 400, 154 Wn.2d 16, 109 P.3d 805 (2005)-----	7, 8
Washington State Coalition for the Homeless v. Department of Social and Health Services, 133 Wn.2d 894, 949 P.2d 1291 (1997)-----	8
Young v. Key Pharm., Inc., 112 Wn.2d 216, 225, 770 P.2d 182 (1989)---	7

STATUTES

15 USC § 1692g-----	5, 6
RCW 7.24.110-----	16, 17
RCW 7.24.146-----	15

RCW 14.08.120 -----	17
RCW 19.16.100 (5) -----	13
RCW 19.16.100 (11) -----	13
RCW 19.16.250 -----	2, 3, 4, 11, 12, 14, 19, 20
RCW 19.16.250 (8) (c) (ii) -----	1, 2, 3, 4, 12, 14
RCW 19.16.440 -----	3, 19
RCW 19.16.450 -----	1, 2, 3, 4, 10, 11, 12, 14, 17, 18, 20
RCW 19.16.460 -----	17
RCW 19.86 et seq -----	3
RCW 19.86.020 -----	19

RULES

CR 56 -----	7
RAP 9.12 -----	7

I. INTRODUCTION

This litigation arises out of Appellant's complaint for declaratory relief under *RCW 19.16.450* for a purported violation of *RCW 19.16.250 (8) (c) (ii)* by Respondent¹.

The Trial Court properly allowed Respondent's Motion for Summary Judgment dismissing Appellant's claim under *RCW 19.16.450* since it is undisputed that Respondent did not know if the amount included interest, service charges, collection costs, or late payment charges, and since Respondent had ceased collection of the account on July 6, 2010 and had notified Appellant of that fact on that same day, all prior to Appellant's July 10, 2010 request for itemization of the claim.

Appellant is not entitled to declaratory relief against Respondent.

II. RESPONSE TO APPELLANT'S ASSIGNMENTS OF ERROR AND STATEMENT OF ISSUES

A. Response to Assignment of Errors.

1. The Court did not err in granting Respondent's Motion for Summary Judgment, and in finding that Respondent did not violate *RCW 19.16.450* and *RCW 19.16.250* based on the facts of this case².

¹ CP 5, §§ 33-34.

² CP 169 § 2.2.

Contrary to Appellant's argument, since it is undisputed that Respondent did not know if interest, service charge, collection costs or late payment charges were added to the obligation³, Appellant did not fail to comply with the itemization requirements of *RCW 19.16.250 (8) (c)*.

Further, Appellant cannot maintain a claim for declaratory judgment under the Uniform Declaratory Judgments Act (UDJA), *RCW 7.24.010 et seq.* because there is no justiciable controversy; because Appellant failed to join indispensable parties; and because Appellant is not the real party in interest to a proceeding to enjoin based on *RCW 19.16.450*.

Additionally, Appellant has failed to state a claim under the Washington Collection Agency Act (WCAA), *RCW 19.16.440* through violation of the Washington Consumer Protection Act (WCPA), *RCW 19.86 et seq* because Appellant has failed to plead actual damages⁴.

2. The Court did not err in granting Respondent's Motion for Summary Judgment, and in finding that Respondent did not violate *RCW 19.16.450* and *RCW 19.16.250* based on the facts of this case⁵.

³ CP 95-96 ¶¶ 2-3.

⁴ This issue was preserved in Respondent's Motion to Dismiss. CP 7.

⁵ CP 169 ¶ 2.2.

The Trial Court did not err in allowing Respondent's Motion for Summary Judgment dismissing Appellant's claim under *RCW 19.16.250 (8) (c) (ii)* since Respondent had ceased collection of the account on July 6, 2010 and had notified Appellant of that fact on the same day, all of which was prior to Appellant's July 10, 2010 letter requesting itemization of the claim. Under the facts, Respondent had no duty to make reasonable efforts to obtain the requested information in response to Appellant's July 10, 2010 letter on an account in which Respondent had ceased collection efforts.

Further, see the responses made in responses to the First Assignment of Error which are incorporated in this section.

B. Response to Issues Pertaining to Assignment of Errors.

1. Since it is undisputed that Respondent did not know if the amount included interest, service charges, collection costs, or late payment charges, there was no issue of material fact, and Appellant was not entitled to a declaration that Respondent violated *RCW 19.16.250 (8) (c)* as a matter of law. (Response to Assignment of Error No. 1).

Appellant cannot maintain a claim for a declaratory judgment under the UDJA because there is no justiciable controversy; Appellant lacks standing for a declaratory judgment action under *RCW 19.16.450*; and because Appellant failed to join all necessary parties.

Respondent was entitled to judgment as a matter of law as set forth in Response to the Assignment of Error.

2. Respondent was not required to obtain itemization of a claim under *RCW 19.16.250 (8) (c) (ii)* as a matter of law since Respondent received Appellant's request for itemization only after Respondent had ceased collection of the claim, and there is no genuine issue as to any material fact. (Response to Assignment of Error No. 2).

Further, Appellant pleaded no actual damages for such an alleged violation as required for violation of the WCPA; and Respondent was entitled to judgment as a matter of law. Respondent was entitled to judgment as a matter of law as set forth in Response to the Assignment of Error.

III. STATEMENT OF THE CASE

Respondent does not accept Appellant's Statement of the Case in that it does not represent a fair statement of the facts and procedure relevant to the issues presented for review without argument.

On July 2, 2010, Respondent was assigned an account from Wells Fargo Bank, NA (Wells) in the sum of \$27,167.36⁷.

On or about July 6, 2010, Respondent sent its first notice to Appellant demanding that sum without any interest based on the Wells

⁷ CP 95 ¶ 2.

account. Respondent did not know if the amount, included interest, service charge, collection costs, or late payment charges when Respondent sent the first notice⁸.

Respondent contacted Appellant by telephone on that same day, and Appellant disputed the account. Respondent informed Appellant that Respondent would close the account. Respondent closed the Wells account on July 6, 2010⁹.

Appellant received the July 6, 2010 letter after being informed that Respondent had ceased collection of the account, and closed the account¹⁰.

On July 10, 2010, after having been informed that Respondent had ceased collection efforts, Appellant wrote a letter to Respondent requesting an itemization of the claim¹².

On July 16, 2010, Respondent confirmed Respondent had ceased collection and closed the account, and suggested that Appellant contact Wells for the information¹³.

⁸ CP 96 ¶ 3. The Fair Debt Collection Practices Act (FDCPA) at *15 USC §1692g* requires that a debt collector send its initial notice within five days of its initial communication. As a result, Respondent was required to send this notice even if it ceased collection of the debt.

⁹ CP 96 ¶ 4.

¹⁰ CP 3-4 ¶¶ 20-22. Appellant does not dispute that Respondent ceased collection of the claim July 7, 2010 and has no evidence of ceasing on July 7, 2010. CP 107 I. 12-14. There is no claim against Respondent whether Respondent ceased collection of the debt on July 6, 2010, or July 7, 2010 since Appellant's letter was sent on July 10, 2010.

¹² CP 1, ¶¶ 24-25. Respondent had no obligation to respond to this first notice under the FDCPA if it ceased collection of the debt. *15 USC § 1692g (b)*.

¹³ CP 4 ¶ 28; CP 97 ¶ 11.

On December 9, 2011, Appellant filed its complaint against Respondent¹⁴.

On March 8, 2012, the Trial Court allowed Respondent's Motion for Summary Judgment dismissing Appellant's complaint¹⁵.

IV. ARGUMENTS

A. Standard of Review.

"On review of an order granting or denying a motion for summary judgment the appellate court will consider only evidence and issues called to the attention of the trial court." *RAP 9.12*.

This Court reviews an order on summary judgment de novo. *Hisle v. Todd Pac. Shipyards Corp.*, 151 Wn.2d 853, 860, 93 P.3d 108 (2004). Summary judgment is appropriate only if "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." *CR 56(c)*. The moving party bears the burden of demonstrating that there is no genuine issue of material fact. *Atherton Condo. Apartment-Owners Ass'n Bd. of Dirs. v. Blume Dev. Co.*, 115 Wn.2d 506, 516, 799 P.2d 250 (1990). This Court views all facts in the light most favorable to the nonmoving party. *Vallandigham v. Clover Park Sch. Dist. No. 400*, 154

¹⁴ CP 1.

¹⁵ CP 168-170.

Wn.2d 16, 26, 109 P.3d 805 (2005). Summary judgment is appropriate only if reasonable persons could reach but one conclusion from all the evidence. *Vallandigham v. Clover Park Sch. Dist. No. 400, 154 Wn.2d at 26*.

The nonmoving party must make a showing sufficient to establish each element on which that party will bear the burden of proof at trial. *Miller v. Likins, 109 Wn. App. 140, 145, 34 P.3d 835 (2001)* (quoting *Young v. Key Pharm., Inc., 112 Wn.2d 216, 225, 770 P.2d 182 (1989)*). If the nonmoving party fails to make a showing sufficient to establish the existence of an essential element, summary judgment is appropriate because there can be "no genuine issue [of] material fact," since a complete failure of proof concerning an essential element of the nonmoving party's case necessarily renders all other facts immaterial." *Young v. Key Pharm, Inc., 112 Wn.2d at 225* (quoting *Celotex Corp. v. Catrett, 477 U.S. 317, 322-23, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986)*); see *Miller v. Likins, 109 Wn. App. at 145*. But the nonmoving party may not rely on speculation, argumentative assertions that unresolved factual issues remain, or having its affidavits considered at face value. *Seattle Police Officers Guild v. City of Seattle, 151 Wn.2d 823, 848, 92 P.3d 243 (2004)* (quoting *Seven Gables Corp. v. MGM/UA Entm't Co., 106 Wn.2d 1, 13, 721 P.2d 1 (1986)*). "If the moving party satisfies its burden, the

nonmoving party must present evidence that demonstrates that material facts are in dispute." *Atherton Condo. Apartment-Owners Ass'n Bd. of Dirs. v. Blume Dev. Co.*, 115 Wn.2d at 516. If the nonmoving party fails to do so, then the summary judgment is proper. *Vallandigham v. Clover Park Sch. Dist. No. 400*, 154 Wn.2d at 26 (citing *Atherton Condo. Apartment-Owners Ass'n Bd. of Dirs. v. Blume Dev. Co.*, 115 Wn.2d at 516).

"The duty of the court in interpreting a statute is to ascertain and give effect to the intent and purpose of the Legislature, as expressed in the statute as a whole. ... If a statute is unambiguous, its meaning is to be derived from the language of the statute alone. ... An unambiguous statute is not subject to judicial construction, and we will not add language to a clear statute even if we believe the Legislature intended something else but failed to express it adequately." *Washington State Coalition for the Homeless v. Department of Social and Health Services*, 133 Wn.2d 894, 904, 949 P.2d 1291 (1997).

Appellant's argument as to the Standard of Review is incorrect.

B. Appellant could never recover under RCW 19.16.450 against Respondent since it is undisputed that Respondent did not know if the amount included interest, service charges, collection costs, or late payment charges, and since Respondent had ceased collection of the account prior to the request by Appellant for information on the itemization of the

claim.

1. RCW 19.16.450.

RCW 19.16.450 is unambiguous, and Appellant does not have a right to recover under it when Respondent had ceased collection of the account prior to receiving Appellant's letter to Respondent. Respondent was not collecting the claim when Appellant sent the letter to Respondent as required by the plain language of that statute.

If an act or practice in violation of *RCW 19.16.250* is committed by a licensee ... ***in the collection of a claim***, neither the licensee, the customer of the licensee, nor any other person who may thereafter legally seek to collect on such claim shall ever be allowed to recover any interest, service charge, attorneys' fees, collection costs, delinquency charge, or any other fees or charges otherwise legally chargeable to the debtor on such claim: PROVIDED, That any person asserting the claim may nevertheless recover from the debtor the amount of the original claim or obligation. *RCW 19.16.450. [For Emphasis].*

In other words, that statute requires that before Respondent can be subject to the penalty of *RCW 19.16.450* for violating obligations under *RCW 19.16.250*, Respondent must be acting "in the collection of a claim." After Respondent ceased collection of the claim, Respondent was not obligated under *RCW 19.16.250*, or *RCW 19.16.450* to take any further action since Respondent was not collecting the claim.

As a result, Appellant cannot state a cause of action under *RCW*

19.16.450 based on the failure to make reasonable efforts to obtain the requested information since it ceased collection efforts on July 6, 2010. Appellant's demand was sent on or after July 10, 2010. As a result, Appellant's claim under *RCW 19.16.450* based on Appellant's July 10, 2010 request to Respondent fails, and must be dismissed as a matter of law.

2. *RCW 19.16.250.*

Respondent did not violate *RCW 19.16.250*¹⁶.

RCW 19.16.250(8) (c) (ii), states, in part:

No licensee .. shall:

(8) Give or send to any debtor¹⁷ or cause to be given or sent to any debtor, any notice, letter, message, or form which represents or implies that a claim¹⁸ exists unless it shall indicate in clear and legible type: ...

(c) If the notice, letter, message, or form is the first notice to the debtor ... an itemization of the claim asserted must be made including: ...

(i) Interest or service charge, collection costs, or late payment charges, if any, added to the original obligation by the original creditor, customer or assignor before it was received by the licensee for collection, ***if such information is known by the licensee*** ... PROVIDED, That upon

¹⁶ *RCW 19.16.250* was amended in part to create new requirements. Those new requirements took effect on July 22, 2011. Respondent's notice was sent prior to the effective date of the new statute. The statute argued in this matter is the statute in effect in July, 2010—the date Respondent mailed its notice.

¹⁷ "Debtor" means any person owing or alleged to owe a claim. *RCW 19.16.100 (11)*.

¹⁸ "Claim" means any obligation for the payment of money or thing of value arising out of any agreement or contract, express or implied. *RCW 19.16.100 (5)*.

written request of the debtor, the licensee shall make a reasonable effort to obtain information on such items and provide this information to the debtor; ...

There is no dispute that Respondent did not know if the claim included interest, service charges, collection costs or late payment charges¹⁹. As a result, Respondent had no obligation to include an itemization of interest, service charges, collection costs or late payment charges in its initial notice when it was sent.

Appellant would have the Court require Respondent to make reasonable effort to obtain information on those items, and provide it to the Appellant no matter when the written request was received. For example, if the request was received from Appellant five years after the account was closed by Respondent, Appellant would argue that Respondent had an obligation to make reasonable effort to obtain information on those items, and provide it to the Appellant. This is an incorrect and illogical application of the *RCW 19.16.450* to *RCW 19.16.250 (8) (c) (ii)*.

RCW 19.16.450 requires an act or violation of *RCW 19.16.250* be committed “in the collection of a claim”. Respondent had stopped collecting the claim as of July 6, 2010. Appellant’s letter was sent July

¹⁹ CP 95-97.

10, 2010. As a result, Respondent had no obligation under *RCW 19.16.250 (8) (c) (ii)* to make reasonable effort to obtain information on those items, and provide it to the Appellant based on Appellant's letter of July 10, 2010.

There is no issue of material fact, and Respondent is entitled to judgment as a matter of law dismissing Appellant's claim under *RCW 19.16.250 (8) (c) (ii)*.

C. Appellant cannot maintain a claim for declaratory judgment under the UDJA.

The UDJA applies to all declaratory judgment actions. *RCW 7.24.146*.

Before the court has jurisdiction under the UDJA, there must be a justiciable controversy:

- (1) Which is an actual, present and existing dispute, or the mature seeds of one, as distinguished from a possible, dormant, hypothetical, speculative, or moot disagreement,
- (2) Between parties having genuine and opposing interests,
- (3) Which involves interests that must be direct and substantial, rather than potential, theoretical, abstract or academic, and
- (4) A judicial determination of which will be final and conclusive.

These elements must coalesce, otherwise the court steps into the prohibited area of advisory opinions. *Diversified Indus. Dev. Corp. v. Ripley*, 82 Wn.2d 811, 815, 514 P.2d 137 (1973).

There is no justiciable controversy in this case. Respondent does

not control the account Appellant seeks relief against. Respondent did not control the account when Appellant filed this action²⁰. Therefore, there is no existing dispute between the parties.

There is no showing of direct and substantial interests. Appellant has not shown if any interest, or other charges being collected, or how much those are, or could be.

There can be no final determination since the holder of the account is not a party to this action.

Appellant cannot satisfy the requirements of *Diversified Indus. Dev. Corp. v. Ripley, supra*, such that Appellant cannot seek declaratory relief under the UDJA. Further, Appellant makes no effort to refute the requirements of *Diversified Indus. Dev. Corp. v. Ripley, supra*, in its Response to Respondent's Motion for Summary Judgment, and ignores its requirements in Appellant's Brief to this Court.

An unpredictable contingency is not ripe for declaratory relief. *Diversified Indus. Dev. Corp. v. Ripley, supra*. The Court did not error in dismissing a declaratory judgment action and not allowing amendment in a declaratory judgment action when there was no justiciable controversy. *NW Animal Rights Network v. The State of Washington, 158 Wn.App. 237, 242 P.3d 891 (2010)*.

²⁰ CP 97 ¶ 22.

When declaratory relief is sought, all persons shall be made parties who have or claim any interest which would be affected by the declaration, and no declaration shall prejudice the rights of persons not parties to the proceeding. *RCW 7.24.110*.

Appellant seeks to prevent any further holder of the Wells claim from collecting interest, service charges, collection costs or late payment charges under *RCW 19.16.450*.

There is no dispute that Respondent ceased collecting, and returned the account to Wells in July 2010.

As a result, Respondent is not the holder of the account, and was not the holder of the account when this action was served in November 2011.

Since the actual holder of the account is not a party to this proceeding, declaratory relief cannot be sought, and this case must be dismissed by reason of failure to comply with *RCW 7.24.110*. See also *Branson v. Port of Seattle, 152 Wn.2d 862, 101 P.3d 67 (2004)* {Rental car companies were required to be joined in a declaratory judgment action related to *RCW 14.08.120*. Without them, the Court dismissed the complaint.)

Further, an action to enjoin a violation of *RCW 19.16.450* must be prosecuted in the name of the State by the attorney general, or county

prosecuting attorney. *RCW 19.16.460*. The state is not a party to this action, and this action is not prosecuted by the attorney general, or county prosecuting attorney. Appellant has no standing to bring an action for violation of *RCW 19.16.450*.

Appellant's claim for a declaratory judgment based on *RCW 19.16.450* must be dismissed for lack of justiciable controversy, lack of standing, lack of real party in interest, and failure to join indispensable parties based on the UDJA.

D. Appellant has failed to state claims upon which relief can be granted as to Respondent.

Appellant's allegations do not state claims for relief that are plausible on their face, or establish a right to relief above a speculative level.

Appellant has failed to state a claim under the WCAA through the WCPA because Appellant has failed to plead actual damages. *Roger E. Girard et al v. Michael H. Myers et al*, 39 Wash.App. 577, 694 P.2d 678 (1985).

There is no private right of action for violation of the WCAA. *RCW 19.16.440*²¹. Rather, a violation of *RCW 19.16.250* by a licensee is declared to be a violation of the WCPA, and specifically *RCW 19.86.090*.

²¹ See *Paris v. Steinberg & Steinberg et al*, 2011 U.S. Dist. LEXIS 126262 (W.D. Wash. 11/1/11).

As a result, a violation of *RCW 19.16.250* comes under *RCW 19.86.020*.

To establish a claim under the WCPA, Appellant must prove five elements:

- (1) An unfair or deceptive act or practice;
- (2) Occurring in trade or commerce;
- (3) Public Interest Impact;
- (4) Injury to Appellant's business or property; and
- (5) Causation.

First State Insurance Company v. Kemper National Insurance Company, 94 Wash.App. 602, 608-9, 971 P.2d 953 (1999).

Whether a particular action gives rise to a WCPA violation is a question of law. *First State Insurance Company v. Kemper National Insurance Company*, 94 Wash.App. at 609.

WCPA does not authorize relief if a Appellant cannot prove damages. *Roger E. Girard et al v. Michael H. Myers et al*, 39 Wash.App. 577, 694 P.2d 678 (1985).

Damages for emotional distress are not recoverable for a violation of the WCPA. The plaintiff who is successful on a WCPA claim is entitled to actual damages and to the attorney fees and costs related to the WCPA claim. Damages for emotional distress are generally limited to claims for intentional torts. *Johnson v. Cash Store*, 116 Wash.App. 833, 68 P.3d 1099

(2003).

Under *RCW 19.86.090*, an injury is required for a civil action under the WCPA.

Even if Respondent committed an unfair or deceptive practice under *RCW 19.16.250* as to Appellant, Appellant is required to plead and prove actual damages caused by Respondent to sustain a claim under either *RCW 19.16.450*, or *RCW 19.86.090*.

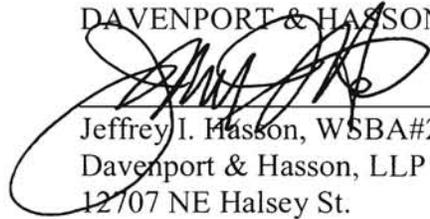
Appellant pleads no actual damages incurred by Appellant as to Respondent's alleged conduct. As a result, Appellant does not state a claim for relief against Respondent.

V. CONCLUSION

Respondent requests that this Court affirm the Trial Courts decision allowing Appellant's Motion for Summary Judgment dismissing Appellant's action with prejudice, and Respondent requests its reasonable attorney fees for this appeal.

RESPECTFULLY SUBMITTED this 28th day of September,
2012.

DAVENPORT & HASSON, LLP



Jeffrey I. Hasson, WSBA#23741

Davenport & Hasson, LLP

12707 NE Halsey St.

Portland, OR 97230

Ph: (503) 255-5352

Fax: (503) 255-6124

Email: hasson@dhlaw.biz

Attorney for Respondent

NO. 68601-1

IN THE COURT OF APPEALS, DIVISION 1
OF THE STATE OF WASHINGTON

LARRY M. KASOFF,

Appellant,

v.

CCB CREDIT SERVICES, INC.,
an Illinois corporation,

Respondent.

DECLARATION OF SERVICE

April Kahan, declares as follows:

On Friday, September 28, 2012, I deposited into the United States

Mail, first-class postage prepaid and addressed as follows:

Larry M. Kasoff
909 5th Ave Unit 903
Seattle, WA 98164-2021

Copies of the following documents:

- 1) Brief of Respondent
- 2) Declaration of Service.

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

RESPECTFULLY SUBMITTED this 28th day of September,
2012.


April Kahan