Supreme Court No. 100131-2
Court of Appeals No. 80400-6-I
(consolidated with No. 81332-3-I)

IN THE SUPREME COURT OF
THE STATE OF WASHINGTON

EMILIO M. KOSROVANI,

Appellant,

v.

ROGER JOBS MOTORS, INC.,

Respondent.

RESPONDENT ROGER JOBS MOTORS, INC.'S ANSWER TO PETITION FOR REVIEW

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I. STATEMENT OF THE CASE

Appellant Emilio Kosrovani's Amended Petition for Review (the "Petition") is replete with inaccurate factual allegations and lacks legal support for his arguments.[1] He argues Supreme Court review of his appeal is necessary because Washington's courts are inherently biased in favor of defendants and lack impartiality toward classes of individuals to which Kosrovani claims membership. One basis of his Petition appears to be that the appellate court, like the trial court, was allegedly biased against him and that bias allegedly permeated every ruling made by the trial and appellate courts. He also argues the CR 2A agreement he signed was unenforceable against him.

Kosrovani alleged below that his exposure to an unidentified and unknown condition on Respondent Roger Jobs

[1] RJM notes Kosrovani wrongly identifies non-party Laurel Hansen as a party/petitioner in this matter and improperly alters the caption and signature line on appeal to include her name. Kosrovani is the only petitioner on appeal and all references to Petitioner or Kosrovani contained herein are intended to refer only to Appellant Emilio Kosrovani.

Motors, Inc.'s (hereinafter "RJM") premises in November 2015 caused the fluid to drain from his brain, triggering his brain to collapse. CP 106-07. He attributed a host of medical problems allegedly caused solely by his visit to RJM yet did not put forth any admissible evidence to support that allegation. CP 353-54; CP 122-44. Kosrovani improperly alleged a cause of action on behalf of Laurel Hansen, who was neither his spouse nor registered domestic partner. CP 3; CP 74-75. Ms. Hansen was not a party to this lawsuit and brought forth no claims. CP 3-9. The trial court granted summary judgment to RJM as to all claims and dismissed the lawsuit. CP 146-47; CP 211-212; CP 220-222. Kosrovani appealed. CP 355-56.

Kosrovani, a licensed attorney, subsequently participated in mediation and settled with RJM. CP 385-87. He signed a CR 2A agreement outlining the settlement terms, but refused to perform, denied its enforceability, and cross-moved to amend his already-dismissed complaint. CP 595; CP 390-97; CP 593-603; CP 398-411. The trial court granted RJM's motion to enforce the settlement agreement, struck Kosrovani's cross-

motion, and denied reconsideration. CP 491-96, 487-89, 532-34. Kosrovani appealed; the court consolidated the appeals. CP 557-76.

On July 6, 2021, the Court of Appeals filed an unpublished decision (the "Decision"), holding Kosrovani entered into a valid CR 2A agreement which required his withdrawal of the summary judgment appeal and dismissal of the underlying lawsuit. Decision at 8. The Decision identified specific bases why the lower court properly enforced the CR 2A agreement:

1. "His signature on the agreement indicates his assent to its terms. The absence of his counsel's signature does not render the agreement unenforceable." *Id*. at 8.

2. "Kosrovani's execution of the release was the required performance of his promise in the settlement agreement. His failure to execute the release breached that promise." *Id.* at 9.

3. "It is undisputed that Kosrovani agreed to dismiss his lawsuit against RJM and to withdraw his appeal as a part of the settlement. This language supports the conclusion that Kosrovani agreed to execute a general release; a dismissal with prejudice has the legal effect of precluding future claims. Condon v. Condon, 177 Wn.2d at 164. The trial court thus had the authority to compel Kosrovani to

execute a general release." *Id.* at 10.

The court also retroactively granted the trial court permission to formally enter the order enforcing settlement. Decision at 5-6, 11. Because it upheld enforcement of the settlement agreement, the court did not reach the other issues of the consolidated appeal - whether the trial court 1) properly granted summary judgment, 2) properly denied Kosrovani's motion for recusal, and 3) properly struck portions of Kosrovani's expert's declaration. Decision at 11. The court dismissed that appeal as moot. *Id.*

In his Petition, Kosrovani argues, essentially, that because the Court of Appeals did not rule in his favor, it was biased against him personally. Kosrovani offers no authority showing the Court of Appeals' Decision was legally incorrect and in fact, the opposite is true. The Decision was soundly based in fact and law.

Kosrovani bases his Petition on his erroneous argument that the Court of Appeals conflicted with other decisions of

Washington appellate courts or improperly affected his constitutional rights when it 1) enforced the CR 2A settlement agreement Kosrovani signed, 2) declined to consider the underlying summary judgment dismissal of his lawsuit because it was moot, and 3) decided Hansen was not a party to the lawsuit or appeal. Kosrovani also argues these matters involve an issue of substantial public interest. Kosrovani is wrong and RJM asks the court to deny review of the Decision.

II. ISSUES PRESENTED ON APPEAL

1. Did the court properly affirm the lower court's order enforcing the CR 2A settlement agreement?

2. Did the court properly decide the appeal of the summary judgment orders were moot, given that it affirmed the lower court's order enforcing the settlement agreement which called for withdrawal of Kosrovani's appeal of the orders granting summary judgment against him?

RJM does not seek review of any issues not addressed in Kosrovani's Petition, as this matter does not present any issues that warrant Supreme Court review under the criteria set forth in RAP 13.4.

III. LEGAL AUTHORITY AND ARGUMENT

A. THIS COURT SHOULD DENY REVIEW BECAUSE KOSROVANI DID NOT SHOW THAT THE DECISION PRESENTS A SIGNIFICANT QUESTION OF CONSTITUTIONAL LAW OR INVOLVES AN ISSUE OF SUBSTANTIAL PUBLIC INTEREST; HE SEEKS TO SERVE ONLY HIS OWN INTERESTS.

This court accepts review only when the Court of Appeals' decision is 1) in conflict with a decision of the Supreme Court; 2) in conflict with a decision of the Court of Appeals; 3) presents a significant question of constitutional law; or 4) involves an issue of substantial public interest. RAP 13.4(b). Thus, acceptance of a petition for review depends on whether the petitioner can demonstrate the presence of any one of these considerations. *Id*. Kosrovani cannot.

1. The court's decision was not based upon bias against Kosrovani and did not deny him access to the courts.

Kosrovani argues the Court of Appeals was biased against him and violated his right to due process and his access to the courts when it affirmed the lower court's order enforcing

the settlement agreement and dismissed the remainder of his appeal as moot. He asserts merely conclusory allegations. (e.g. "The Court of Appeals, too, was swayed by Judge Montoya-Lewis's position as a member of this court and, in contravention to CJC 2.4, has acted with the motive to shield her from any finding of impropriety." Petition at 13-14.) Kosrovani failed to cite to a single instance in the record of the appellate court showing bias against him other than the fact that it did not rule in his favor.[2]

2. The court was not biased against Kosrovani.

Kosrovani argues in his Petition that the court treats *pro se* minority plaintiffs "with disdain, denigration, his or her testimony is disbelieved, submitted briefs are not read or disregarded, arguments are rejected without good reason, and presented evidence is ignored." He suggests he, an alleged ethnic minority, experienced this treatment. But his Petition

[2] Kosrovani makes similar, more-detailed allegations against Judge Montoya-Lewis, again without any legal support or citations to the record.

fails to include any specific references to the record which reflect Kosrovani suffered those alleged injustices and, in fact, he did not. The record instead reflects the courts made rulings based on the recorded facts and existing legal authority.

Citing an alleged example of bias, Kosrovani argued for the first time, that the trial court failed to comply with the Code of Judicial Conduct in denying his motion for recusal.[3] Kosrovani is wrong. The lower court properly denied the motion not due to bias, but because he brought it after the court made numerous discretionary rulings. VRP 31. But even if his motion was not untimely, it was also baseless and moot.[4]

"The trial court is presumed… to perform its functions

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[3] Kosrovani argues a judge cannot rule upon a motion for their recusal - the opposite is true. CJC 2.11 requires the assigned judge to rule upon a recusal motion. "Recusal lies within the discretion of the trial judge, and his or her decision will not be disturbed without a clear showing of an abuse of that discretion." *State v. Perala*, 132 Wn. App. 98, 111, 130 P.3d 852, 858 (2006) (internal citation omitted).

[4] RJM notes the issue of the court's recusal and alleged bias are moot in light of the Decision enforcing the settlement agreement.

regularly and properly without bias or prejudice." *State v. Perala*, 132 Wn. App. 98, 111, 130 P.3d 852, 858 (2006) (internal citation omitted). "[T]he claimant must provide some evidence of the judge's actual or potential bias. *Id*. at 113 (citing *State v. Post*, 118 Wn.2d 596, 619, 826 P.2d 172, 837 P.2d 599 (1992)). Allegations of bias must be specifically supported by references to the record. RAP 10.3(a)(5); *Sherry v. Fin. Indem. Co.,* 160 Wn. 2d 611, 615, 160 P.3d 31, 33 (2007). Factual assertions not supported with references to the record do not warrant consideration and should be wholly disregarded. *Brummett v. Wash.'s Lottery*, 171 Wn. App. 664, 681, 288 P.3d 48 (2012); *Hirata v. Evergreen State Ltd. P 'ship No. 5*, 124 Wn. App. 631, 637 n.4, 103 P.3d 812 (2004).

Kosrovani alleges the trial court and Court of Appeals collectively acted in a biased manner against him. *See* Petition at 9. Kosrovani fails to present a single fact concerning the basis for either courts' alleged bias, other than arguing they

ruled against him and, therefore, must have been biased.[5]

Lacking actual factual support for his bias argument, Kosrovani argues (again for the first time) the trial court reporter collusively altered the transcript to remove evidence of the court's bias. Kosrovani alleges the court showed bias when the judge "made derisive comments" about him which the court reporter "sanitized and excised from the record…." Petition at 5. But this allegation has no merit, nor evidentiary support even from Kosrovani himself. He identifies neither the content of the allegedly derisive statements, nor from where in the record the statements were allegedly excised. The court reporter signed a sworn certification attesting to the truthfulness and accuracy of the transcript of the hearings. VRP 76.

[5] Kosrovani presented no facts concerning how his alleged ethnicity affected any judge's rulings in this matter or that any judge was even aware he was allegedly a person of color and an ethnic minority. He raised the issue of racial bias for the first time in his Petition.

I, the undersigned, do hereby certify under penalty of perjury that the foregoing court proceedings were transcribed under my direction as a certified transcriptionist; and that the transcript is true and accurate to the best of my knowledge and ability, including any changes made by the trial judge reviewing the transcript; ...

Debra Kallgren, CETD

Kosrovani's arguments concerning judicial bias and denial of access to the courts are without merit.

B. THIS COURT SHOULD DENY REVIEW BECAUSE IT PREVIOUSLY HELD TECHNICAL VIOLATIONS OF COURT RULES MAY BE OVERLOOKED TO FACILITATE DECISIONS ON THE MERITS AND THE TRIAL COURT HAD SUBJECT-MATTER JURISDICTION.

Merely technical rules violations which do not inhibit the court's ability to decide a controversy on the merits should be overlooked by the court. *State v. Olson*, 126 Wn.2d 315 (1995) (deciding where rules violation is technical and does not prejudice opposing party, violation may be overlooked). A court that has subject matter jurisdiction over a specific type of

matter has jurisdiction over a specific matter of that type even if it lacks authority to enter a given order:

> A judgment may properly be rendered against a party only if the court has authority to adjudicate the *type of controversy* involved in the action." (Italics ours.) We italicize the phrase "type of controversy" to emphasize its importance. **A court or agency does not lack subject matter jurisdiction solely because it may lack authority to enter a given order**."

Sheats v. City of E. Wenatchee, 6 Wn. App. 2d 523, 534, 431 P.3d 489, 494 (2018) (quoting *Marley v. Department of Labor & Industries*, 125 Wn.2d 533, 539, 886 P.2d 189 (1994) (italic in original, bold emphasis added)).

Kosrovani argues the trial court lacked subject matter jurisdiction to enforce the settlement agreement, but he cannot dispute the trial court ordinarily would have had jurisdiction and authority to consider that type of motion. The trial court had inherent subject matter jurisdiction. The appellate court properly exercised its discretion when it retroactively granted permission for the trial court to enter an order on RJM's motion

to enforce the settlement agreement under RAP 7.2(e). The trial court had subject matter jurisdiction to adjudicate motions like RJM's motion to enforce the settlement agreement. *See City of Seattle v. Holifield*, 150 Wn. App. 213, 224-25, 208 P.3d 24 (2009), *rev'd on other grounds*, 170 Wn.2d 230, 240 P.3d 1162 (2010) (deciding Court of Appeals may waive or alter rules to serve ends of justice and retroactively waiving requirement for party to obtain permission under RAP 7.2(e) before trial court modified judgment or motion after appellate court accepted review). The court had subject-matter jurisdiction whether RJM brought the motion under a new cause number or under the existing cause number. RAP 1.2 grants the court broad authority to alter or waive the rules in order to serve the ends of justice. And in its decision, it explained it was exercising its discretion because the court could fully resolve the dispute on the merits:

> RAP 1.2 vests this court with discretion to overlook procedural imperfections. See RAP 1.2(a) ("[t]hese rules will be liberally interpreted to

> promote justice and facilitate the decision of cases on the merits"). Had RJM sought permission to file the order, we would have granted it. And the parties have fully briefed the merits of their arguments regarding enforceability of the settlement agreement. We therefore exercise our discretion to retroactively grant permission for the trial court to formally enter the enforcement order and reach the merits of the issue.

Unpublished Opinion, July 6, 2021 at 5-6.

Moreover, even if the Court of Appeals erred in retroactively granting permission for the trial court to consider RJM's motion to enforce the settlement agreement or for the court to consider the motion, the error was harmless because the Court of Appeals would have instead granted permission for the trial court to (again) rule upon RJM's motion. Kosrovani seeks to invalidate the trial court's order on procedural technicalities which have no bearing on the merits of the parties' arguments and for which he has not shown any resulting prejudice. Given RAP 1.2's authority to overlook procedural imperfections to promote justice and decisions on the merits, Kosrovani cites to no authority to support his argument the Court of Appeals erred

or that its error affects a "broad and substantial public interest" rather than solely his own interest.[6]

C. THE COURT SHOULD DENY REVIEW BECAUSE THE DECISION ENFORCING THE CR 2A AGREEMENT DOES NOT MEET THE CRITERIA FOR REVIEW.

"Contract provisions between private parties are legitimate if the parties contract within the bounds of the law." *Ashburn v. Safeco Ins. Co.*, 42 Wn. App. 692, 697, 713 P.2d 742, 745 (1986) (citing *Mutual of Enumclaw Ins. Co. v. Wiscomb*, 97 Wn.2d 203, 210, 643 P.2d 441 (1982); *Trinity Universal Ins. Co. v. Willrich*, 13 Wn.2d 263, 272, 124 P.2d 950, 142 A.L.R. 1 (1942)). Kosrovani fails to cite legal authority demonstrating the Decision conflicts with another appellate decision. Moreover, interpretation of a contract between private parties is not a matter of substantial public importance. *See generally Id.*

[6] This court routinely declines to review issues not supported by coherent argument or citation to relevant authority. RAP 10.3(a)(6); *Cowiche Canyon Conservancy v. Bosley*, 118 Wn.2d 801, 809, 828 P.2d 549 (1992).

Under CR 2A, courts enforce written agreements when signed by parties (or their attorneys) and the "purport" of the agreement cannot be undisputed. Courts find the "purport" of an agreement disputed only when its existence or material terms are **genuinely disputed**. *In re Ferree*, 71 Wn. App. 35, 40, 856 P.2d 706 (1993). The court must decide not whether parties dispute the agreement in the sense that a party does not wish to abide by it, but whether the party can controvert its existence or material terms so as to raise a genuine issue of fact. *Id.* at 45. Kosrovani admits he signed the agreement which contained the settlement terms. Petition at 10.

The Court of Appeals held Kosrovani agreed to settlement and was bound by the CR 2A agreement under ordinary principles of contract law. "'Where one construction would make a contract unreasonable, and another, equally consistent with its language, would make it reasonable, the latter more rational construction must prevail.' *Better Fin. Sols., Inc. v. Transtech Elec., Inc.*, 112 Wn. App. 697, 712 n. 40, 51

P.3d 108 (2002) (quoting *Byrne v. Ackerlund*, 108 Wn.2d 445, 739 P.2d 1138 (1987)).” Unpublished Opinion at 9.

1. Settlement under CR 2A was not conditioned upon Kosrovani’s attorney signing the CR 2A agreement.

Kosrovani argues the Court of Appeals erred when it interpreted *Patterson,* 93 Wn. App 579, 969 P.2d 1106 (1999) and decided that a party represented by counsel at a mediation can be bound to a settlement agreement signed by the party rather than their attorney-agent. But the court properly decided parties are free to sign settlement agreements even if they are represented by counsel and their own signature is just as binding as that of their attorney-agent.

> [In *Patterson*,] [t]his court, noting that “[t]he rule clearly anticipates that parties may directly enter into settlements,” held that “[w]hen the party undertakes a settlement directly with the other party, reduces it to writing, and signs it, as in this case, the requirements of CR 2A are met just as if the attorney had participated.” 93 Wn. App. at 585. Kosrovani, an attorney, was present with his counsel at the mediation. His signature on the agreement indicates his assent to its terms. The

> absence of his counsel's signature does not render the agreement unenforceable.

Unpublished Opinion at 8.

Kosrovani argues this court should accept review and should instead embrace an interpretation of CR 2A and *Patterson* which requires attorneys to act on behalf of their clients. But such an interpretation would be erroneous. An attorney is an agent of their client and has no greater authority than his client:

> an attorney is only an agent. A party may settle a case with or without an attorney. When the party undertakes a settlement directly with the other party, reduces it to writing, and signs it, as in this case, the requirements of CR 2A are met just as if the attorney had participated. It would be unfair to the other party to hold otherwise.

In re Patterson v. Taylor, 93 Wn. App. 579, 585, 969 P.2d 1106, 1110 (1999). See also *Creer Legal v. Monroe Sch. Dist.*, 4 Wn. App. 2d 776, 784, 423 P.3d 915, 919 (2018) ("An agent derives from her principal only such powers as the principal has.") (quoting *Schorman v. McIntyre*, 92 Wash. 116,

119, 158 P. 993 (1916)). Kosrovani did not cede authority when he hired an attorney to assist him at mediation. *Id*. Kosrovani retained sole, full authority to settle his claims against RJM. The Court of Appeals did not err when it decided Kosrovani was bound by his own signature to the CR 2A agreement.

2. Settlement under CR 2A was not conditioned upon Kosrovani signing the release.

Kosrovani argues the Court of Appeals erred in deciding his agreement to sign a release was not a material term of the CR 2A agreement. He contends the Decision "flouts [contract construction] rules" requiring strict construction of conditional words in contracts. But the Decision was rooted in law with which Kosrovani simply disagrees.

Washington courts refuse to interpret contract terms in a way which renders a contractual performance obligation optional because such a "promise" is illusory:

> An enforceable contract requires consideration. "If the provisions of an agreement leave the promisor's performance entirely within his discretion and control, the 'promise' is illusory.

> Where there is an absolute right not to perform at all, there is an absence of consideration." Thus, if a promise is illusory, there is no consideration and no enforceable obligation. **Washington courts "will not give effect to interpretations that would render contract obligations illusory**."

SAK & Assocs. v. Ferguson Constr., Inc., 189 Wn. App. 405, 411-12, 357 P.3d 671, 674-75 (2015) (internal citations omitted) (emphasis added).

Here, the Court of Appeals properly decided Kosrovani's interpretation of the settlement agreement was unreasonable because it made his promise to perform illusory. Conversely, RJM's interpretation was reasonable and furthered the parties' stated intention to settle Kosrovani's claims.

> Kosrovani's interpretation would render the mediation process and the CR 2A settlement agreement pointless by giving him free rein to decide at a later date whether or not to actually sign the release he agreed to sign to settle the matter. "Where one construction would make a contract unreasonable, and another, equally consistent with its language, would make it reasonable, the latter more rational construction must prevail." [internal citation omitted]. Kosrovani's execution of the release was the required performance of his promise in the

> settlement agreement. His failure to execute the release breached that promise.

Unpublished Opinion at 9. The Court of Appeals did not err and Kosrovani failed to demonstrate grounds for review.

D. THIS COURT SHOULD DENY REVIEW BECAUSE IT HAS PREVIOUSLY DECLINED TO DECIDE MOOT ISSUES.

When an appeal raises multiple issues, resolution of one issue may render others moot. See *In re Personal Restraint of Stroudmire*, 141 Wn.2d 342, 5 P.3d 1240 (2000). Washington courts usually decline to consider the mooted issues and consider appeals presenting moot issues only in limited circumstances:

> A case is considered moot if there is no longer a controversy between the parties, *State ex rel. Chapman v. Superior Court,* 15 Wn.2d 637, 131 P.2d 958 (1942); if the question is merely academic, *Grays Harbor Paper Co. v. Grays Harbor County,* 74 Wn.2d 70, 442 P.2d 967 (1968); or if a substantial question no longer exists. *Sorenson v. Bellingham,* 80 Wn.2d 547, 496 P.2d 512 (1972)." *Pentagram Corp. v. Seattle*, 28 Wn. App. 219, 223, 622 P.2d 892, 894 (1981). The court will review a moot case only when it presents "an issue of continuing and substantial public interest that would likely evade review."

State v. Waller, 197 Wn.2d 218, 224, 481 P.3d 515 (2021).

As the Court of Appeals explained, "[b]ecause [the settlement] agreement requires Kosrovani to withdraw his appeal, his challenge to the summary judgment dismissal of his lawsuit against RJM is moot. We affirm the order enforcing the settlement agreement and dismiss the remaining appeal as moot." Unpublished Opinion at 1-2.

Here, the court's Decision does not conflict with prior decisions of this court and does not involve an issue of substantial public interest.

Kosrovani avoids discussion of mootness and does not dispute his summary judgment appeal became moot. Instead, he seeks to distract the court with voluminous, and legally insubstantial, arguments about his constitutional right to access to the courts. Kosrovani yokes his argument of "substantial public interest" to judicial bias rather than on the issue of his appeal – whether he entered into a contract with a private party which called for him to dismiss his appeal of the summary

judgment orders. His appeal lacks substantial public interest.

Here, once the court decided the settlement agreement was enforceable, the court resolved the controversy between the parties and mooted the summary judgment appeal. Kosrovani's Petition did not cite any facts or authority showing enforcement of the settlement agreement or the summary judgment dismissal of his claims concerned a matter of continuing and substantial public interest that would likely evade review.

E. THIS COURT SHOULD DENY REVIEW BECAUSE HANSEN'S JOINDER IS NOT A CONSTITUTIONAL ISSUE OR MATTER OF SUBSTANTIAL PUBLIC IMPORTANCE.

The court's Decision did not conflict with other Washington court decisions or involve a significant constitutional issue or matter of substantial public importance when it (for the third time) decided that Laurel Hansen's rights were unaffected by enforcement of the settlement agreement. It properly affirmed denial of Kosrovani's motion for joinder because she was not a party to the underlying lawsuit or the appeal.

"Hansen was not a party to the litigation below and is not a party to this appeal. There is no dispute that the CR 2A settlement agreement does not extinguish her potential claims. Her signature is not required to make the settlement enforceable against Kosrovani." Unpublished Opinion at 9.

Kosrovani argues Hansen was a necessary party to the litigation, but RJM demonstrated that is simply not true. A party is "necessary" if their absence would prevent the court from affording relief to existing parties or if their absence would impair their own interest. *Harvey v. Board of County Comm'rs*, 90 Wn.2d 473, 584 P.2d 391 (1978); *Nat'l Homeowners Ass'n v. City of Seattle*, 82 Wn. App 640, 919 P.2d 615 (1996).

Here, Hansen's absence did not affect Kosrovani's ability to seek meaningful relief or for RJM to defend against Kosrovani's claims. Her purported claims were independent, not derivative, of Kosrovani's claims. And her absence from the litigation did not impair her interests because she could have

brought her claims individually, if she desired. Thus, she was not a necessary party to Kosrovani's suit. And the record below shows Kosrovani did not even believe that she was a necessary party, as she was not named as a party to his lawsuit.

The record below shows Laurel Hansen was neither a party to this lawsuit, nor was she entitled to have claims brought on her behalf by Kosrovani. Kosrovani's repeated attempts to include Hansen in this litigation by adding her name to pleadings and asserting his representation of her in this matter do not change the fact that she had no claims before the court. She is therefore not a necessary party to these proceedings. The court properly enforced the settlement agreement Kosrovani entered into concerning this lawsuit because Hansen had no claims at issue in the suit or as part of the settlement. Likewise, summary judgment dismissal of claims Kosrovani brought ostensibly on her behalf was appropriate on the same grounds.

1. "Hansen's claim" was not brought in equity and the equitable doctrine has no bearing on this matter.

Hansen did not bring tort claims in her own name and Kosrovani was not entitled to bring tort claims on her behalf. Kosrovani wrongly treated Hansen's claims as derivative claims, but his error does not constitute an error of the court in denying the relief he sought with respect to her joinder. Kosrovani attempts to revive Hansen's so-called claims, which he improperly brought, by arguing "the law of this state on loss of consortium has not kept pace with the changes in society" and seeks unspecified equitable relief. Petition at 16. But the opposite is true. In 2008, Washington State Legislature amended dozens of statutes to reflect our state's recognition of domestic partnerships for both same-sex and heterosexual couples. See RCW 4.08.030 c.6 §407, enacted in 2008. By amending the statute to include state-registered domestic partnerships as well as married couples, Washington's legislature recognized changes in society and updated our

statutes to reflect that change.

Hansen, neither a spouse nor a state-registered domestic partner, did not bring any claims in this lawsuit and the court's decisions in this matter do not affect her rights to claims she might have. And the statute of limitations on any claim Hansen might have had expired many months before the court even considered RJM's motion for summary judgment as to Kosrovani's claims. RCW 4.16.080. Even if the trial court erred in refusing to consider Kosrovani's motion to amend to add Hansen as a plaintiff, granting the motion would have been futile because the statute of limitations on Hansen's alleged claims and did not relate back to the date of the claims alleged by Kosrovani in his complaint. Hansen's exclusion from this litigation was not error because she was not a party and could not have properly become a party on the facts present here.

F. REVIEW SHOULD NOT BE GRANTED ON ANY OTHER ISSUE BECAUSE KOSROVANI PROVIDED NO LEGAL AUTHORITY OR REASONED ARGUMENTS.

Kosrovani makes numerous other arguments for why this

court should grant review, but none is supported by facts and legal authority which would form the basis for this court to grant his Petition.

IV. CONCLUSION

Kosrovani's Petition fails to show this court should review the lower court's Decision under RAP 13.4(b). The Petition contains manufactured issues unsupported by the record and without reasoned argument. Kosrovani's arguments and authority fail to show that the Decision conflicted with Washington law or otherwise presented a significant constitutional issue or an issue of substantial public interest (as opposed to Kosrovani's singular interest). Kosrovani presented no plausible basis for this court to consider review. Accordingly, Kosrovani's Petition for Review should be denied.

I certify that this document contains 4,807 words, excluding the parts of the document exempted from the word

count by RAP 18.17.

RESPECTFULLY SUBMITTED this 7th day of October, 2021.

By: *s/Elizabeth M. Berman Lovell*_____

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CERTIFICATE OF SERVICE

The undersigned certifies, under penalty of perjury under the laws of the State of Washington, that on the below date I caused to be electronically filed with the Supreme Court of the State of Washington, and arranged for service of a true and correct copy of the foregoing *RESPONDENT ROGER JOBS MOTORS, INC.'S ANSWER TO PETITION FOR REVIEW* upon the following:

Pro Se Plaintiff
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PO Box 3102
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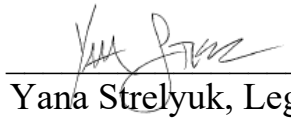
Email: emiliolawoffice@yahoo.com
(X) Via U.S. Mail
(X) Via COA ECF/Email

SIGNED this 7th day of October, 2021, at Seattle, Washington.



Yana Strelyuk, Legal Assistant

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WILSON SMITH COCHRAN DICKERSON

October 07, 2021 - 8:19 AM

Transmittal Information

Filed with Court:	Supreme Court
Appellate Court Case Number:	100,131-2
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