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No. 102834-2
Court of Appeals No. 84922-1-I

**SUPREME COURT
OF THE STATE OF WASHINGTON**

HAI EN MAI and JULIANNE STUTZMAN-MAI,

Plaintiffs/Appellants,

v.

PHILLIPS LAW FIRM, PLLC, RALPH GLENN PHILLIPS
and KATHRYN MOORE PHILLIPS,

Defendants/Respondents.

PETITION FOR REVIEW

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I. IDENTITY OF PETITIONER

Petitioner is Appellant Hai En Mai.

II. CITATION TO COURT OF APPEALS

Mr. Mai respectfully seeks review of the Court of Appeals' Opinion, *Mai v. Phillips Law Firm, PLLC*, No. 84922-1 <http://www.court.wa.gov/opinion/pdf/849221.pdf> (unpublished) 2023. A copy of the Slip Opinion is attached as Appendix A. A copy of the Order Denying Motion for Reconsideration is attached as Appendix B.

III. ISSUES PRESENTED FOR REVIEW

1. Is a cause of action "property" under the Consumer Protection Act?
2. Is the final ruling that dismisses a lawsuit and in fact concludes the matter a "final judgment" notwithstanding it is titled an "order?"

IV. STATEMENT OF THE CASE

A. Overview

Hai En Mai was involved in a motor vehicle accident. The other driver was cited for failure to yield. Mr. Mai retained

the Phillips Law Firm (“PLF”) to prosecute his claim. After a remarkable series of legal errors, he recovered nothing and the trial court awarded \$1,248 in sanctions against him. CP 2-4.

Mr. Mai and his wife thereafter retained current counsel. We filed a legal malpractice action on behalf of him and his wife and asserted a Consumer Protection Act claim on behalf of Mr. Mai. CP 1-6. PLF admitted liability for malpractice but not the CPA violation. CP 23. PLF moved to dismiss the CPA claim, relying on *Ambach v. French*, 167 Wn.2d 167, 179, 216 P.3d 405 (2009), on the ground the damages sought in the legal malpractice action were personal injury damages. We responded that our claim was for legal malpractice, and we were not seeking personal injury damages at all, citing *Williams v. Lifestyle Lifts Holdings, Inc.*, 175 Wn. App. 62, 302 P.3d 523 (2013) and *Peoples v. United Servs. Auto Ass’n*, 194 Wn.2d 771, 452 P.3d 1218 (2019). The trial court granted PLF’s motion. CP 610.

Mr. Mai appealed the CPA ruling. Division I rejected

PLF's argument:

Citing *Ambach v. French*, 167 Wn.2d 167, 179 n.6, 216 P.3d 405 (2009), PLF argues that the Mais' CPA claim is a 'backdoor' attempt to recover their personal injury damages through the more punitive CPA. We disagree.

...

The Mais' claim is different. The Mais do not allege that PLF caused them personal injury. Instead, they sued PLF for professional negligence in the mismanagement of their personal injury claim and for violating the CPA by engaging in deceptive advertising. So there is no danger the Mais may use their CPA claim as backdoor access to compensation for Hai En Mai's personal injury.

Slip op. at 5-6 (emphasis supplied). This is exactly the argument Mr. Mai presented to the Court of Appeals.

The Court of Appeals affirmed nonetheless. The Court held that Mr. Mai could not establish injury to property under the CPA for two reasons:

- his cause of action for personal injury was not "property;" and

- the trial court's order awarding the defendant in the underlying action \$1,248 in costs was not a "final judgment."

Slip op. at 7-8. With respect, neither of these holdings is correct. Nor was authority for (or against) either proposition addressed in 115 pages of briefing in the Court of Appeals.

Mr. Mai moved to reconsider, which motion was denied. Until that motion, no party had addressed the issues which are the subject of this petition.

B. Factual Background

We include the limited factual background below for the sake of completeness. We do not believe, however, that familiarity with the facts is necessary to resolve the issues which are the subject of this petition. The factual background is fully described in the parties' Division One briefing should the court believe it necessary to refer to it.

1. The Accident and Retention of PLF

On October 4, 2017, Hai En Mai was driving north on Highway 99 in Edmonds returning home from work on Queen

Anne Hill as a mailman for the U.S. Postal Service. CP 3 at ¶ 3.2. A second car, driven by Hope Campbell, was headed south on Highway 99. *Id.* Ms. Campbell failed to yield to oncoming traffic when making a left-hand turn, cutting directly in front of Hai En Mai. *Id.* She was cited by the Edmonds Police for failing to yield the right-of-way. *Id.* Hai En Mai was not cited for any violation.

Motivated by PLF's advertising and website presence, Mr. Mai signed a Representation Agreement with PLF on May 7, 2018. CP 3 at ¶ 3.4. Mr. Mai agreed to pay [PLF] a contingent fee (33.33 percent), increasing to 40 percent if a lawsuit was filed. *Id.*

2. PLF's Handling of Hai En Mai's Claims

On September 17, 2020—28 months after the firm was retained and 17 days before the three-year statute of limitations would have barred his claims—PLF filed suit on behalf of Mr. Mai in Snohomish County Superior Court. CP 3.

In the course of representing Mr. Mai, PLF: (a) did not assert a spousal consortium claim; (b) served no discovery requests but for a single request for production; (c) did not respond to defendant's requests for admission; (d) failed to file Hai En Mai's trial de novo request in a timely fashion; and (e) failed to have that request signed by their client as required by the rules. CP 3-4. One of the requests for admission sought to have Mr. Mai admit that he was 100 percent responsible for the accident and the other driver was blameless. At the commencement of arbitration, that request was deemed admitted. The arbitration concluded before any testimony was taken. The trial de novo request was rejected as improper and \$1,248 in costs/sanctions were awarded to Hope Campbell. *Id.* PLF's failure to communicate with its client throughout the process was a textbook example of what not to do. *Id.* Mr. Mai first spoke with a lawyer at PLF 1,195 days after he retained the firm. *Id.*

In his ruling dismissing Mr. Mai's CPA claim on a Rule 12 motion, Judge Rogers summarized PLF's handling of the case:

[M]any actual and hypothetical facts suggesting that the amount of malpractice was astounding.
CP 615.

CP 615 (emphasis supplied).

3. Plaintiffs' CPA Claim

On August 10, 2022, the Mais filed this lawsuit against PLF for negligence, breach of fiduciary duty, breach of contract, and violation of the CPA. *Id.* at ¶¶ 4.1-4.4. Mr. Mai's CPA claim was premised on allegations that PLF had run a "bait and switch" operation in which it lured Hai En Mai, and presumably other clients, by falsely representing that its attorneys perform actual legal work on personal injury claims. *Id.* at ¶¶ 3.1-4.1. We contend PLF is a high-volume settlement machine, staffed by non-lawyers who draft complaints, prepare settlement demands, negotiate with insurers, and conduct discovery, in return for one-third or 40 percent of a result

essentially anyone could achieve. PLF sells lawyer services but delivers non-lawyers.

The “Our Attorneys” page of the PLF website contains a photograph of the law firm with 43 people in it. CP 68-69, and 250. Although PLF has refused in discovery to identify the individuals in this photograph, counsel for the Mais believe that, at most, only five of the individuals pictured are actually lawyers. This is a lawyer-to-staff ratio of 5 to 38 (approximately one lawyer for every 7.5 non-lawyers). CP 1-4. We also allege significant misrepresentations and omissions on the PLF website. CP 2-4.

V. ARGUMENT WHY REVIEW SHOULD BE ACCEPTED

Mr. Mai prevailed in Division I on the issue briefed—that King County Superior Court Judge Rogers erred in concluding that Petitioners’ damages were not cognizable under the Consumer Protection Act. But the Court nonetheless affirmed the Superior Court’s ruling on two grounds that were not at issue and therefore not briefed: (1) whether a cause of

action is “property”, and (2) whether the Superior Court’s final ruling in the underlying personal injury case was a “final judgment” for purposes of appeal. Both issues require reversal of the decision below.

The Court should accept review of the first issue because it is in conflict with decisions of this Court, as well as the U.S. Supreme Court. *See* RAP 13.4(b)(1) and (4). A cause of action is plainly “property.” The Court should also accept review because this issue is likely to arise in the future and relates to an issue of substantial importance. Turning on the television—or the internet—is enough to demonstrate that litigation-related lawyer advertising is ubiquitous and the prospect of CPA violations in the entrepreneurial aspects of law has increased. The Court should resolve the question whether CPA liability is a potential remedy where a party’s lawsuit (property) is damaged or destroyed as a result of the entrepreneurial actions of a lawyer.

The Court should accept review of the second issue because it directly conflicts with decisions of this Court, specifically a recent one. *See* RAP 13.4(b)(1).

A. A Cause of Action Is “Property.”

1. The Opinion Below

There are five elements to a CPA claim, one of which is “injury to business or property.” *Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co.*, 105 Wn.2d 778, 784-85, 719 P.2d 531 (1986). The Court of Appeals rejected the fact that Mr. Mai’s cause of action was “property.” Instead, the Court’s opinion asserts that Mr. Mai’s claim related to property he “expect[ed] to acquire.” *Mai v. Phillips Law Firm, PLLC*, No. 84922-1, slip op. at p. 8 (Wash. Ct. App. December 18, 2023) (unpublished) <http://www.courts.wa.gov/opinions/pdf/849221.pdf>. This is not the case.

2. The Law

a. Washington Law

Mr. Mai's cause of action against Hope Campbell was itself property. Washington law provides:

“[C]auses of action are personal property.”

Carlile v. Harbour Homes, Inc., 147 Wn. App. 193, 208, 194 P.3d 280 (2008) (citing *Ennis v. Ring*, 49 Wn.2d 284, 289, 300 P.2d 773 (1956) and *Mueller v. Rupp*, 52 Wn. App. 445, 450-51, 761 P.2d 62 (1988)). *Carlile* involved claims against a developer by subsequent homeowners who received assigned claims from the original purchasers. The Court held:

A right of action arising from a contract is a chose in action and personal property.

Id. (footnote omitted; emphasis supplied). While *Carlile* involved a claim based on a contract right, there is no reason to suggest a tort right should be viewed differently.

The *Ambach* opinion itself, on which PLF relied below, provides:

‘[P]roperty’ is defined as the right to possess, use, and enjoy a determinate thing . . . the right of ownership.

167 Wn.2d at 172, quoting J. Salmond, *Jurisprudence* 423-24 (Glenville L. Williams ed., 10th ed. (1947)). A cause of action can be bought, sold, pledged as security, or foreclosed upon. By way of example, every covenant judgment case in this state involves the transfer of a cause of action for bad faith. *See, e.g., Bird v. Best Plumbing Group, LLC*, 175 Wn.2d 756, 287 P.3d 551 (2012).

For that matter, RCW 19.86.010, the first section of the CPA, defines “assets” to include “any property, tangible or intangible.” (emphasis supplied). And RCW 19.86.920, the last section, provides the Act “shall be liberally construed that its beneficial purposes may be served.” We have found no argument anywhere for a narrow CPA-specific definition of property limiting it to “tangible property” or excluding causes of action. No statute, case law or text suggests the CPA’s use of “property” is so limited.

b. Federal Law: The Fourteenth Amendment

The first question, we believe, was affirmatively settled by the *Mullane* case itself, where the Court held that a cause of action is a species of property protected by the Fourteenth Amendment's Due Process Clause.

Logan v. Zimmerman Brush Co., 455 U.S. 422, 428 (1982) (citing *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 311 (1950)) (emphasis supplied).

The word “property” appears four times in the U.S. Constitution, but almost all of the litigation involves the Fourteenth Amendment. *See generally* T.W. Bell, “Property” in *the Constitution: The View From the Third Amendment*, 20 Wm. & Mary Bill Rts. J. 1243 (2012), <https://scholarship.law.wm.edu/wmborj/vol20/iss4/7>. The Fourteenth Amendment provides in part:

No State shall . . . deprive any person of life,
liberty, or property, without due process of law
. . . .

U.S. Const. amend. XIV, § 1. In *Mullane*, the U.S. Supreme Court addressed the question whether or not a trust company

could immunize itself from liability for mismanagement by posting an oblique notice in the back of a local newspaper. 339 U.S. 306. The Court of Appeals of New York affirmed the process. The U.S. Supreme Court, Justice Jackson writing for the majority, reversed:

Thus, the only notice . . . given, was by newspaper publication setting forth merely the name and address of the trust company, the name and the date of establishment of the common trust fund and a list of all participating estates, trusts or funds.

. . .

Quite different from the question of estate's power to discharge trustees is that of the opportunity it must give beneficiaries to contest. Many controversies have raged about the cryptic and abstract words of the Due Process Clause, that there can be no doubt that, at a minimum, they require that a deprivation of life, liberty or property by adjudication be proceeded by notice and opportunity for hearing appropriate to the nature of the case.

In two ways, this proceeding does or may deprive beneficiaries of property. It may cut off their rights to have the trustee answer for negligent or illegal impairments of their interests. Also, their interests are presumably subject to diminution in the proceeding by allowance of fees and expenses

to one who, in their names but without their knowledge, may conduct a fruitless or uncompensatory contest. Certainly the proceeding is one in which they may be deprived of property rights and hence notice and hearing must measure up to the standards of due process.

Id. at 310, 313 (emphasis supplied). The claims at issue in *Mullane* were tort claims. They were clearly “property.”

A generation later, the Court made the same point in *Logan*. *Logan* involved an Illinois employee who had alleged unlawful termination of his employment. Through inadvertence, the Illinois Fair Employment Practices Commission failed to schedule a fact-finding hearing within the statutorily mandated time. The employee sued, alleging his due process rights had been violated. The Illinois Supreme Court rejected his argument. The Supreme Court reversed:

The first question, we believe, was affirmatively settled by the *Mullane* case itself, where the Court held that a cause of action is a species of property protected by the Fourteenth Amendment’s Due Process Clause. . . .

. . .

In any event, the view that Logan's FEPA claim is a constitutionally protected one follows logically from the Court's more recent cases analyzing the nature of a property interest. The hallmark of property, the Court has emphasized, is an individual entitlement grounded in state law, which cannot be removed except 'for cause.' . . .

Once that characteristic is found, the types of interest protected as 'property' are varied and, as often as not, intangible, relating 'to the whole domain of social and economic fact.' See, e.g., *Barry v. Barchi*, 443 U.S. 55 (1979) (horse trainer's license protected); *Memphis Light, Gas & Water Dis. v. Craft* [436 U.S. 1 (1978)] (utility service); *Mathews v. Eldridge*, 424 U.S. 319 (1976) (disability benefits); *Goss v. Lopez* [419 U.S. 565 (1975)] (high school education); *Connell v. Higginbotham*, 403 U.S. 207 (1971) (government employment); *Bell v. Burson*, 402 U.S. 535 (1971) (driver's license); *Goldberg v. Kelly*, 297 U.S. 254 (1970) (welfare benefits).

. . .

Certainly it would require a remarkable reading of a 'broad and majestic ter[m],' *Board of Regents v. Roth*, 408 U.S. at 408 U.S. 571 [sic], to conclude that the horse trainer's license is a protected property interest under the Fourteenth Amendment, while a state-created right to redress discrimination is not.

Id. at 428, 430-31 (emphasis supplied). A horse trainer's license, utility service, disability benefits, high school

education, government employment, driver's license, welfare benefits, all are property.

c. Federal Law: Bankruptcy

The debtor's estate in bankruptcy includes "all legal or equitable interests of the debtor in property as of the commencement of the case." 11 U.S.C. § 541(a)(1).

This includes all claims and causes of action or potential causes of action belonging to the debtor, including contract rights which may be contingent upon future events.

In re Alan Deatley Litig., CV-06-0278-JLQ, 2008 WL 4153675, at 18 (E.D. Wash. Aug. 29, 2008) (citations omitted; emphasis supplied). The Bankruptcy Court's forms, in fact, require causes of action to be listed as assets in bankruptcy filings. See Official Form 106 A/B, Part 5, ¶¶ 30 and 33, <http://www.courts.gov/sites/default/files/form106ab.pdf>. See Appendix C.

d. The Restatement of Property

The Restatement of Property is to the same effect:

Intangible property can include: a . . . cause of action

Restatement (Fourth) of Property, § 1.2 (Vol. 4) (Am. Law Inst., Tentative Draft No. 3, 2022) (emphasis supplied). The same was true 89 years ago:

The word “property” is used in this Restatement to denote legal relations between persons with respect to a thing. The thing may be an object having physical existence or it may be any kind of an intangible such as a patent right or a chose in action.

Restatement (First) of Property, Introductory Note at 3 (Am. Law Inst. 1936) (emphasis supplied). *See also id.* at § 163.

Significantly, the reference here to cause (or chose) of action is not limited to a claim already filed in a lawsuit. The mere right to file the claim is “property.” *Blodgett v. Silberman*, 277 US 1, 11 (1928).

e. “Expectation” vs. “Property”

When Mr. Mai met PLF, he possessed property—a cause of action—that had value. When PLF completed handling his case, he had no property. The Consumer Protection Act

requires injury to “business or property.” RCW 19.86.090.

Mr. Mai’s property was destroyed.

The Court of Appeals characterized Mr. Mai’s ultimate financial recovery for his personal injury and property damage to his vehicle as an “expectation.” Slip op. at 8. There is certainly a sense in which this is true, but it does not address the legal question whether the claim itself was property. Mr. Mai reasonably expected that one form of property—a cause of action—would be converted into another—money, in the same way one might sell a car for cash. Both forms (all four including the car example) are property. Nothing in the law suggests otherwise.

B. The \$1,248 Order Was in Fact a “Final Judgment”

1. The Order

On January 27, 2021, Judge Millie Judge entered an Order Granting Defendant Hope Campbell’s Motion to Strike Plaintiff’s Request for Trial De Novo and to Dismiss for Failure

to Timely File Request for Trial De Novo. CP 134. After granting the motion, the Court ordered:

2. Plaintiff's claims are hereby dismissed with prejudice.

Id. at 135 (emphasis supplied). This is the last entry in the court file and the clerk thereafter noted that the case had been “DISMISSED.” *See* Appendix D.¹

2. The Opinion Below

The Court of Appeals' opinion provides:

[a]ssuming that an adverse judgment amounts to injury to business or property, the Mais' argument fails because the Court did not enter a judgment. Instead, when the trial court denied Hai En Mai's request for a trial de novo, it issued an order awarding the prevailing party attorney fees.

Slip op. at p. 8 (emphasis supplied). Neither we nor our opponents briefed this issue. No authority was cited for this proposition by the Court. It was merely announced. The ruling directly conflicts with prior rulings of this Court.

¹ We agree with Respondents that the Court can judicially notice the docket sheet. *See* Respondents' Appellate Brief at p. 38, fn.3.

3. The Law

RAP 2.2(a)(1) defines a “Final Judgment:”

The final judgment entered in any action or proceeding, regardless of whether the judgment reserves for future determination an award of attorney fees or costs.

CR 54(a)(1) defines a “judgment” as “the final determination of the rights of the parties in the action and includes any decree and order from which an appeal lies.” This Court revisited the law in this area four years ago in *Denney v. City of Richland*, 195 Wn.2d 649, 462 P.3d 842 (2020).

The *Denney* decision arose from a court order that granted the defendant’s motion for summary judgment, denied the plaintiff’s motion, provided that all claims were “dismissed with prejudice,” identified the City of Richland as the prevailing party, and then provided that the City could “present judgment accordingly.” *Id.* at 651-52. There, the Court held the order was clearly a final judgment:

Thus this Court has generally defined a final judgment in terms of its effect on the underlying cause of action. *See also In Re Dependency of*

A.G., 127 Wn. App. 801, 808, 112 P.3d 588 (2005)
(It is the “practical effect of an order which
determines its appealability.”) That is, whether it
resolved the merits of a party’s legal claim.

...

Id. at 654 (citations omitted). The *Denney* Court defined a
“final judgment” as:

A court’s last action that settles the rights of the
parties and disposes of all issues in controversy,
except for the award of costs (and, sometimes,
attorney’s fees) and enforcement of the judgment.

Id., quoting *State v. Taylor*, 150 Wn.2d 599, 602, 80 P.3d 605
(2003) in turn quoting BLACK’S LAW DICTIONARY 847 (7th ed.
1999) (emphasis supplied).²

Judge Millie Judge’s Order was a final judgment. The
language of her Order is, in fact, very similar to the Final
Judgment in *Denney*. It was an order from which an appeal
could have been taken and fixed Mr. Mai’s \$1,248 obligation.
Nothing more needed to occur to make the ruling fully

² The Court nonetheless recognized that the legal effect of the
order was confusing—due to the “judgment” language—and
granted the plaintiff’s extraordinary relief as a result. *Id.* at 659.

appealable under RAP 2.2(a)(1). If this order was not the final judgment, how else did the case conclude? Why is it not ongoing? The Order is, in fact, the last entry in the Court file and it dismisses the case with prejudice. What more could possibly be necessary? The Clerk certainly believed the order was a final judgment.

Finally, we note the failure to include the judgment summary required by RCW 4.64.030 affects the Clerk's ability to enter a judgment in the execution docket but does not govern whether the judgment is effective for other purposes, such as the right to appeal. *Bank of America, N.A. v. Owens*, 173 Wn.2d 40, 51, 266 P.3d 211 (2011).

VI. CONCLUSION

For the foregoing reasons, Mr. Mai respectfully requests the Court grant this petition for review.

I certify that this document contains 3,788 words, in compliance with RAP 18.17.

Respectfully submitted this 23rd day of February, 2024.

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CERTIFICATE OF E-SERVICE

I certify that I initiated electronic service of the foregoing document via the Court's eFiling Application to counsel of record:

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s/Jeffrey I. Tilden

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APPENDIX A

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

HAI EN MAI and JULIANNE
STUTZMAN-MAI, husband and wife,
and the marital community composed
thereof,

Appellants,

v.

PHILLIPS LAW FIRM, PLLC, a
Washington Limited Liability Company;
RALPH GLENN PHILLIPS and
KATHRYN MOORE PHILLIPS,
husband and wife, and the marital
community composed thereof,

Respondents.

No. 84922-1-I

DIVISION ONE

UNPUBLISHED OPINION

BOWMAN, J. — Hai En Mai retained Philips Law Firm PLLC (PLF) to recover personal injury and property damages after a car accident. Because of PLF's negligence, an arbitrator dismissed his lawsuit and the trial court denied a request for trial de novo. Hai En Mai and his wife, Julianne Stutzman-Mai, then sued PLF for professional negligence, breach of fiduciary duty, breach of contract, and violation of the Consumer Protection Act (CPA), chapter 19.86 RCW. PLF admitted its conduct was negligent but denied the remaining claims. It moved to dismiss the CPA claim under CR 12(c) for failure to show that its alleged deceptive acts caused injury to the Mais' business or property. The trial court granted the motion, and the Mais appeal. We affirm.

FACTS

On October 4, 2017, Hai En Mai was driving home from work when another driver failed to yield and their cars collided. The police cited the other driver for causing the collision. Hai En Mai suffered injuries to his person and his car. On May 7, 2018, Hai En Mai retained PLF to sue the other driver and recover damages.

In September 2020, almost three years after the collision, PLF sued the other driver in Snohomish County Superior Court on behalf of Hai En Mai. PLF did not bring a spousal consortium claim on behalf of Stutzman-Mai, initiate discovery, respond to the defendant's requests for admission (RFAs), or communicate settlement offers to the Mais. According to Hai En Mai, the first time he met a PLF attorney was an hour before his deposition in August 2021.

In November 2021, the personal injury suit went to arbitration. The arbitrator dismissed the lawsuit because PLF did not respond to two RFPs that established "liability for the collision on the part of [Hai En Mai]." Then, in December 2021, PLF requested a trial de novo in superior court. But PLF filed the request late and did not have Hai En Mai sign the request as required under RCW 7.06.050(1).¹ So, the court dismissed the request and ordered Hai En Mai to pay the other driver \$1,248 for her attorney fees. On August 10, 2022, the Mais sued PLF, PLF owner Ralph Phillips, and Phillips' wife Kathryn Phillips

¹ Under RCW 7.06.050(1), within 20 days after the arbitrator files its decision with the superior court, "any aggrieved party may file with the clerk a written notice of appeal and request for a trial de novo in the superior court on all issues of law and fact. The notice must be signed by the party."

(collectively PLF), asserting claims for professional negligence, breach of fiduciary duty, breach of contract, and violation of the CPA.

As to their CPA claim, the Mais' alleged that they hired PLF because it held itself out as specializing in representing plaintiffs in personal injury cases, but the firm's advertising about its success in such cases is deceptive. The Mais claimed PLF promotes litigation outcomes on its website for clients that PLF did not actually handle. And the website falsely claims " '\$1 Billion+ Damages Awarded' and '10,000+ Victims Helped.' " The Mais alleged that "[t]he acts and omissions of [PLF] constitute unfair and deceptive acts in the conduct of trade or commerce, affecting the public interest, and violate the [CPA], as a proximate cause of which Hai En Mai has been damaged." They sought money damages, treble damages, prejudgment interest, attorney fees and costs, and an injunction "prohibiting [PLF] from engaging in unfair or deceptive advertising."

In its answer to the complaint, PLF admitted it negligently "fell below the standard of care" by not responding to RFAs or properly requesting a trial de novo, but it denied it owed any duty to Stutzman-Mai. And it denied the other claims. So, in October 2022, PLF moved under CR 12(c) to dismiss the Mais' CPA and breach of contract claims. PLF argued that the Mais could not show an injury to their business or property as required under the CPA and that it did not breach its contract with Hai En Mai. The trial court granted the motion to dismiss the CPA claim but denied the motion to dismiss the breach of contract claim.

The Mais appeal.

ANALYSIS

The Mais argue that the trial court erred by granting PLF's CR 12(c) motion dismissing their CPA claim. We disagree.

CR 12(c) provides, "After the pleadings are closed but within such time as not to delay the trial, any party may move for judgment on the pleadings." We treat a CR 12(c) motion for judgment on the pleadings " 'identically to a CR 12(b)(6) motion' " to dismiss² and review the trial court's decision de novo. Wash. Trucking Ass'ns v. Emp't Sec. Dep't, 188 Wn.2d 198, 207, 393 P.3d 761 (2017) (quoting P.E. Sys., LLC v. CPI Corp., 176 Wn.2d 198, 203, 289 P.3d 638 (2012)). "Dismissal under either subsection is 'appropriate only when it appears beyond doubt' that the plaintiff cannot prove any set of facts that 'would justify recovery.'" Id. (quoting San Juan County v. No New Gas Tax, 160 Wn.2d 141, 164, 157 P.3d 831 (2007)). To this end, "[a]ll facts alleged in the complaint are taken as true, and we may consider hypothetical facts supporting the plaintiff's claim." FutureSelect Portfolio Mgmt., Inc. v. Tremont Grp. Holdings, Inc., 180 Wn.2d 954, 962-63, 331 P.3d 29 (2014).

The CPA prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." RCW 19.86.020. To succeed on a CPA claim, a plaintiff must establish (1) an unfair or deceptive act (2) in trade or commerce (3) that affects the public interest, (4) injury to their business or property, and (5) a causal link between the unfair or deceptive act

² CR 12(b)(6) allows a defendant to move to dismiss a claim when the plaintiff fails to state a claim on which a court can grant relief.

and their injury. Trujillo v. Nw. Tr. Servs., Inc., 183 Wn.2d 820, 834-35, 355 P.3d 1100 (2015).

We construe injury to property or business broadly. Keyes v. Bollinger, 31 Wn. App. 286, 296, 640 P.2d 1077 (1982). The plaintiff does not have to prove monetary damages, and nonquantifiable injuries will suffice. Nordstrom, Inc. v. Tampourlos, 107 Wn.2d 735, 740, 733 P.2d 208 (1987); see also Folweiler Chiropractic, PS v. Am. Fam. Ins. Co., 5 Wn. App. 2d 829, 839, 429 P.3d 813 (2018) (mere delay in use of property or receipt of payment is an injury under the CPA). A plaintiff shows injury by proving their “ ‘property interest or money is diminished because of the unlawful conduct even if the expenses caused by the statutory violation are minimal.’ ” Panag v. Farmers Ins. Co. of Wash., 166 Wn.2d 27, 57, 204 P.3d 885 (2009) (quoting Mason v. Mortg. Am., Inc., 114 Wn.2d 842, 854, 792 P.2d 142 (1990)). But personal injury damages are not recoverable under the CPA. Id.

Citing Ambach v. French, 167 Wn.2d 167, 179 n.6, 216 P.3d 405 (2009), PLF argues that the Mais’ CPA claim is “a ‘backdoor’ attempt to recover their personal injury damages through the more punitive CPA.” We disagree.

In Ambach, the plaintiff contracted a staph infection following shoulder surgery and sued the surgeon for professional negligence resulting in physical injury and violation of the CPA. Id. at 170. The plaintiff argued her CPA injury was “ ‘part and parcel of a personal injury claim.’ ” Id. at 174. The trial court dismissed the CPA claim because the plaintiff alleged personal injury, not injury to her “ ‘business or property.’ ” Id. at 170-71. Our Supreme Court agreed with

the trial court, reasoning that where a plaintiff is both physically and economically injured by one act, the economic damages flowing from the physical injury are not an “injury to ‘business or property.’ ” Id. at 174. The court noted that the legislature did not design the CPA “to give personal injury claimants . . . backdoor access to compensation they were denied in their personal injury suits.” Id. at 179 n.6.

The Mais’ claim is different. The Mais do not allege that PLF caused them personal injury. Instead, they sued PLF for professional negligence in the mismanagement of their personal injury claim and for violating the CPA by engaging in deceptive advertising. So, there is no danger the Mais may use their CPA claim as backdoor access to compensation for Hai En Mai’s personal injuries. Even so, to survive the motion for judgment on the pleadings, the Mais must allege facts that show PLF’s deceptive advertising caused injury to their business or property.

The Mais’ argue that PLF’s deceptive conduct caused them five kinds of economic injury recoverable under the CPA. They claim (1) PLF denied them the prompt use of Hai En Mai’s personal injury award, (2) Hai En Mai suffered an adverse judgment awarding the other driver attorney fees, (3) he incurred time away from work for a “doomed” arbitration, (4) treble damages and attorney fees, and (5) an injunction preventing PLF from engaging in deceptive advertising. We address each alleged injury in turn.

First, the Mais' argue that PLF deprived them of a prompt and successful financial recovery in their personal injury lawsuit. Quoting Folweiler and citing Sorrel, they argue that “ ‘a mere delay in use of property or receiving payment’ also constitutes ‘an injury under the CPA.’ ” Folweiler, 5 Wn. App. 2d. at 839; Sorrel v. Eagle Healthcare, Inc., 110 Wn. App. 290, 298, 38 P.3d 1024 (2002).

In Folweiler, chiropractic medical providers filed a class action complaint alleging that an insurer's deceptive practices violated the CPA. 5 Wn. App. 2d at 833-34. The class members argued they “ ‘sustained injury to their business caused by [the insurer]'s practice in the form of reduced payments, delay in payment of reasonable medical expenses, out of pocket administrative costs or added expenses, [or] business interruption or inconvenience.’ ” Id. at 840.³ We held that a delay in reimbursement for billings covered by an insurer is a cognizable CPA injury. Id. at 839.

In Sorrel, the widower of a nursing home resident sued the nursing home for its failure to refund his prepayment within 30 days as required under RCW 70.129.150(1). 110 Wn. App. at 293-94. We noted that the widower established “injury” under his CPA claim by showing that the defendant's unfair or deceptive act or practice deprived him of the use of his property. Id. at 298-99.

Unlike the plaintiffs in Folweiler and Sorrel, the Mais do not allege that PLF's deceptive act or practice caused a delay in reimbursement for services they provided or refund of payments they made. Instead, the Mais allege PLF's conduct caused a delay in the recovery of Hai En Mai's personal injury damages.

³ Second alteration in original.

But Hai En Mai's personal injury recovery is an expectation. And the Mais cite no authority that the inability to use property they expect to acquire is an injury under the CPA. When a party cites no authority in support of a proposition, we need not search out authorities and may assume that the party, after diligent search, found none. City of Seattle v. Levesque, 12 Wn. App. 2d 687, 697, 460 P.3d 205 (2020).

Second, the Mais argue that PLF's failure to properly request a trial de novo resulted in "a judgment of \$1,248 awarded against [Hai En Mai] in favor of the driver" who caused his injuries. Assuming that an adverse judgment amounts to injury to business or property, the Mais' argument fails because the court did not enter a judgment. Instead, when the trial court denied Hai En Mai's request for a trial de novo, it issued an order awarding the prevailing party attorney fees. PLF then paid the attorney fees on Hai En Mai's behalf. So, the order was not reduced to a judgment against Hai En Mai, and the Mais suffered no economic injury.

Third, the Mais argue that PLF's deceptive acts "required [Hai En Mai] to dedicate time away from work to an arbitration that was doomed." Indeed, a plaintiff may recover damages when a deceptive act causes the plaintiff to take time away from their business. Panag, 166 Wn.2d at 57 (citing Sign-O-Lite Signs, Inc. v. DeLaurenti Florists, Inc., 64 Wn. App. 553, 564, 825 P.2d 714 (1992)). But PLF's deceptive acts did not cause Hai En Mai to attend arbitration. Instead, his personal injury claim was subject to mandatory arbitration under King

County Local Civil Arbitration Rule (LCAR) 2.1(a).⁴ As a result, the Mais fail to show that this injury flows from PLF's deceptive acts.

Fourth, the Mais argue the CPA entitles them to treble damages and attorney fees that they are otherwise unable to recover. This is true. See RCW 19.86.090. But a plaintiff must establish they suffered damages before they can treble them. So, a CPA plaintiff may not treble damages unless they can show injury to their business or property. Id.; Mason, 114 Wn.2d at 855; St. Paul Fire & Marine Ins. Co. v. Updegrave, 33 Wn. App. 653, 660, 656 P.2d 1130 (1983). Likewise, the trial court awards attorney fees to only the prevailing party under the CPA. Id.; see Sign-O-Lite, 64 Wn. App. at 566. And to prevail on a CPA claim, the plaintiff must show injury to their "business or property." Id. The Mais fail to do so.

Finally, the Mais argue that under the CPA, they are entitled to an injunction preventing PLF from similar conduct. But, like treble damages and attorney fees, the CPA does not authorize injunctive relief for a person who fails to show injury to their business or property. Girard v. Myers, 39 Wn. App 577, 589, 694 P.2d 678 (1985); see RCW 19.86.090.

⁴ Under LCAR 2.1(a), a claim "filed after September 1, 2019 is subject to civil arbitration if it does not exceed one hundred thousand dollars (\$100,000), exclusive of attorney fees, interest and costs."

The trial court did not err by dismissing the Mais' CPA claim under CR 12(c) because they alleged no set of facts that show PLF's deceptive conduct injured their business or property. We affirm.

Burnham, J.

WE CONCUR:

Cohen, J.

Mann, J.

APPENDIX B

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

HAI EN MAI and JULIANNE
STUTZMAN-MAI, husband and wife,
and the marital community composed
thereof,

Appellants,

v.

PHILLIPS LAW FIRM, PLLC, a
Washington Limited Liability Company;
RALPH GLENN PHILLIPS and
KATHRYN MOORE PHILLIPS,
husband and wife, and the marital
community composed thereof,

Respondents.

No. 84922-1-I


DIVISION ONE

ORDER DENYING MOTION
FOR RECONSIDERATION

Appellants Hai En Mai and Julianne Stutzman-Mai filed a motion for reconsideration of the opinion filed on December 18, 2023. A majority of the panel has determined that the motion should be denied. Now, therefore, it is hereby

ORDERED that the motion for reconsideration is denied.

FOR THE COURT:

A handwritten signature in black ink, appearing to read "Bennett, J.", written over a horizontal line.

Judge

APPENDIX C

Fill in this information to identify your case and this filing:

Debtor 1 _____
First Name Middle Name Last Name

Debtor 2 _____
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: _____ District of _____

Case number _____

Check if this is an amended filing

Official Form 106A/B

Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- No. Go to Part 2.
- Yes. Where is the property?

1.1. _____
Street address, if available, or other description

City State ZIP Code

County

What is the property? Check all that apply.

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other _____

Who has an interest in the property? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: _____

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? \$ _____
Current value of the portion you own? \$ _____

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Check if this is community property (see instructions)

If you own or have more than one, list here:

1.2. _____
Street address, if available, or other description

City State ZIP Code

County

What is the property? Check all that apply.

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other _____

Who has an interest in the property? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: _____

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? \$ _____
Current value of the portion you own? \$ _____

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Check if this is community property (see instructions)

1.3. _____
 Street address, if available, or other description

 City State ZIP Code

 County

What is the property? Check all that apply.

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other _____

Who has an interest in the property? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: _____

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? **Current value of the portion you own?**

\$ _____ \$ _____

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Check if this is community property (see instructions)

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here. _____ →

\$ _____

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- No
- Yes

3.1. Make: _____
 Model: _____
 Year: _____
 Approximate mileage: _____
 Other information:

Who has an interest in the property? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? **Current value of the portion you own?**

\$ _____ \$ _____

If you own or have more than one, describe here:

3.2. Make: _____
 Model: _____
 Year: _____
 Approximate mileage: _____
 Other information:

Who has an interest in the property? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? **Current value of the portion you own?**

\$ _____ \$ _____

3.3. Make: _____
Model: _____
Year: _____
Approximate mileage: _____
Other information:

[Text box for other information]

Who has an interest in the property? Check one.

- Debtor 1 only
Debtor 2 only
Debtor 1 and Debtor 2 only
At least one of the debtors and another

Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property? Current value of the portion you own?

\$ _____ \$ _____

3.4. Make: _____
Model: _____
Year: _____
Approximate mileage: _____
Other information:

[Text box for other information]

Who has an interest in the property? Check one.

- Debtor 1 only
Debtor 2 only
Debtor 1 and Debtor 2 only
At least one of the debtors and another

Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property? Current value of the portion you own?

\$ _____ \$ _____

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories

Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- No
Yes

4.1. Make: _____
Model: _____
Year: _____
Other information:

[Text box for other information]

Who has an interest in the property? Check one.

- Debtor 1 only
Debtor 2 only
Debtor 1 and Debtor 2 only
At least one of the debtors and another

Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property? Current value of the portion you own?

\$ _____ \$ _____

If you own or have more than one, list here:

4.2. Make: _____
Model: _____
Year: _____
Other information:

[Text box for other information]

Who has an interest in the property? Check one.

- Debtor 1 only
Debtor 2 only
Debtor 1 and Debtor 2 only
At least one of the debtors and another

Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property? Current value of the portion you own?

\$ _____ \$ _____

5. Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here

\$ [Text box for total value]

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own? Do not deduct secured claims or exemptions.

6. Household goods and furnishings

Examples: Major appliances, furniture, linens, china, kitchenware

No Yes. Describe... \$

7. Electronics

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

No Yes. Describe... \$

8. Collectibles of value

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

No Yes. Describe... \$

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

No Yes. Describe... \$

10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

No Yes. Describe... \$

11. Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

No Yes. Describe... \$

12. Jewelry

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

No Yes. Describe... \$

13. Non-farm animals

Examples: Dogs, cats, birds, horses

No Yes. Describe... \$

14. Any other personal and household items you did not already list, including any health aids you did not list

No Yes. Give specific information... \$

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here \$

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following? **Current value of the portion you own?**
Do not deduct secured claims or exemptions.

16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

No
 Yes Cash: \$

17. Deposits of money

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

No
 Yes..... Institution name:
17.1. Checking account: \$
17.2. Checking account: \$
17.3. Savings account: \$
17.4. Savings account: \$
17.5. Certificates of deposit: \$
17.6. Other financial account: \$
17.7. Other financial account: \$
17.8. Other financial account: \$
17.9. Other financial account: \$

18. Bonds, mutual funds, or publicly traded stocks

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

No
 Yes Institution or issuer name:
..... \$
..... \$
..... \$

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture

No
 Yes. Give specific information about them.....
Name of entity: % of ownership: % \$
..... % \$
..... % \$

20. Government and corporate bonds and other negotiable and non-negotiable instruments

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders. Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

No

Yes. Give specific information about them

Issuer name:

Three lines for issuer name and amount, each with a dollar sign and a line for the value.

21. Retirement or pension accounts

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

No

Yes. List each account separately.

Type of account: Institution name:

Seven rows for listing retirement accounts with labels like '401(k) or similar plan', 'Pension plan', 'IRA', etc., and corresponding dollar amounts.

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company. Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

No

Yes

Institution name or individual:

Eight rows for listing security deposits and prepayments with labels like 'Electric', 'Gas', 'Heating oil', 'Security deposit on rental unit', etc., and corresponding dollar amounts.

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

No

Yes

Issuer name and description:

Three lines for issuer name and description and corresponding dollar amounts.

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

No

Yes Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

Three lines for listing institutions with dollar amounts.

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

No

Yes. Give specific information about them....

Dollar amount line

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

No

Yes. Give specific information about them....

Dollar amount line

27. Licenses, franchises, and other general intangibles

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

No

Yes. Give specific information about them....

Dollar amount line

Money or property owed to you?

Current value of the portion you own? Do not deduct secured claims or exemptions.

28. Tax refunds owed to you

No

Yes. Give specific information about them, including whether you already filed the returns and the tax years.

Federal, State, and Local tax refund amounts.

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

No

Yes. Give specific information.....

Alimony, Maintenance, Support, Divorce settlement, Property settlement amounts.

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

No

Yes. Give specific information.....

Dollar amount line

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

Form for insurance policies with checkboxes for 'No' and 'Yes', and fields for company name, beneficiary, and surrender/refund value.

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

Form for property interest with checkboxes for 'No' and 'Yes', and a text box for specific information.

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

Form for claims against third parties with checkboxes for 'No' and 'Yes', and a text box for description.

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

Form for other contingent claims with checkboxes for 'No' and 'Yes', and a text box for description.

35. Any financial assets you did not already list

Form for financial assets with checkboxes for 'No' and 'Yes', and a text box for specific information.

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here

Input box for the total dollar value from Part 4.

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

Form for business-related property with checkboxes for 'No' and 'Yes'.

Current value of the portion you own? Do not deduct secured claims or exemptions.

38. Accounts receivable or commissions you already earned

Form for accounts receivable with checkboxes for 'No' and 'Yes', and a text box for description.

39. Office equipment, furnishings, and supplies

Examples: Business-related computers, software, modems, printers, copiers, fax machines, rugs, telephones, desks, chairs, electronic devices

Form for office equipment with checkboxes for 'No' and 'Yes', and a text box for description.

40. Machinery, fixtures, equipment, supplies you use in business, and tools of your trade

No
Yes. Describe..... \$

41. Inventory

No
Yes. Describe..... \$

42. Interests in partnerships or joint ventures

No
Yes. Describe..... Name of entity: % of ownership: \$

43. Customer lists, mailing lists, or other compilations

No
Yes. Do your lists include personally identifiable information (as defined in 11 U.S.C. § 101(41A))?
No
Yes. Describe..... \$

44. Any business-related property you did not already list

No
Yes. Give specific information \$

45. Add the dollar value of all of your entries from Part 5, including any entries for pages you have attached for Part 5. Write that number here

\$

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In. If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

No. Go to Part 7.
Yes. Go to line 47.

Current value of the portion you own? Do not deduct secured claims or exemptions.

47. Farm animals

Examples: Livestock, poultry, farm-raised fish

No
Yes..... \$

48. Crops—either growing or harvested

No Yes. Give specific information. \$

49. Farm and fishing equipment, implements, machinery, fixtures, and tools of trade

No Yes \$

50. Farm and fishing supplies, chemicals, and feed

No Yes \$

51. Any farm- and commercial fishing-related property you did not already list

No Yes. Give specific information. \$

52. Add the dollar value of all of your entries from Part 6, including any entries for pages you have attached for Part 6. Write that number here \$

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

No Yes. Give specific information. \$ \$ \$

54. Add the dollar value of all of your entries from Part 7. Write that number here \$

Part 8: List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2 \$

56. Part 2: Total vehicles, line 5 \$

57. Part 3: Total personal and household items, line 15 \$

58. Part 4: Total financial assets, line 36 \$

59. Part 5: Total business-related property, line 45 \$

60. Part 6: Total farm- and fishing-related property, line 52 \$

61. Part 7: Total other property not listed, line 54 + \$

62. Total personal property. Add lines 56 through 61. \$ Copy personal property total + \$

63. Total of all property on Schedule A/B. Add line 55 + line 62. \$

APPENDIX D



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Case Number or Keywords

Case Number
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Order	Case Number	Date Y/M/D	Docket Code	Description	Case Title	Case Sub	County	Image Exists
<input type="checkbox"/>	20-2-04579-31	2020/09/17	CICS	Case Information Cover Sheet	Hai MaivsHope Campbell et al	20-2-04579-31 1	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2020/09/17	SM	Summons	Hai MaivsHope Campbell et al	20-2-04579-31 2	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2020/09/17	CMP	Complaint	Hai MaivsHope Campbell et al	20-2-04579-31 3	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2020/12/28	AFSR	Affidavit Declaration Certificate Confirmation of Service	Hai MaivsHope Campbell et al	20-2-04579-31 4	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2021/04/23	NTAPR	Notice of Appearance	Hai MaivsHope Campbell et al	20-2-04579-31 5	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2021/05/06	AN	Answer	Hai MaivsHope Campbell et al	20-2-04579-31 6	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2021/08/12	NTWSUB	Notice Withdraw and Substitution of Counsel	Hai MaivsHope Campbell et al	20-2-04579-31 7	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2021/08/13	STA	Statement of Arbitrability	Hai MaivsHope Campbell et al	20-2-04579-31 8	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2021/08/30	NTPA	Notice of Proposed Arbitrators	Hai MaivsHope Campbell et al	20-2-04579-31 9	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2021/09/20	NTAA	Notice of Appointment as Arbitrator	Hai MaivsHope Campbell et al	20-2-04579-31 10	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2021/09/28	NTAA	Notice of Appointment as Arbitrator	Hai MaivsHope Campbell et al	20-2-04579-31 11	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2021/12/06	RTDNSA	Request for Trial De Novo and to Seal Award	Hai Mai vs Hope Campbell et al	20-2-04579-31 13	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2021/12/27	DMJY12	Demand for Jury 12 Person	Hai Mai vs Hope Campbell et al	20-2-04579-31 14	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2022/01/07	NTASCC	Notice of Association of Counsel	Hai Mai vs Hope Campbell et al	20-2-04579-31 15	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2022/01/07	NTC	Note for Calendar	Hai Mai vs Hope Campbell et al	20-2-04579-31 16	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2022/01/07	MT	Motion	Hai Mai vs Hope Campbell et al	20-2-04579-31 17	Snohomish	

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Order	Case Number	Date Y/M/D	Docket Code	Description	Case Title	Case Sub	County	Image Exists
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<input type="checkbox"/>	20-2-04579-31	2022/01/12	RSP	Response	Hai Mai vs Hope Campbell et al	20-2-04579-31 19	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2022/01/14	RPY	Reply	Hai Mai vs Hope Campbell et al	20-2-04579-31 20	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2022/01/14	AFS	Affidavit in Support	Hai Mai vs Hope Campbell et al	20-2-04579-31 21	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2022/01/14	NTC	Note for Calendar	Hai Mai vs Hope Campbell et al	20-2-04579-31 22	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2022/01/25	MTHRG	Motion Hearing	Hai Mai vs Hope Campbell et al	20-2-04579-31 23	Snohomish	
<input type="checkbox"/>	20-2-04579-31	2022/01/27	ORGMT	Order Granting Motion Petition	Hai Mai vs Hope Campbell et al ***DISMISSED***	20-2-04579-31 24	Snohomish	

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