

Received *E*
Washington State Supreme Court

OCT 08 2015 *byh*

Ronald R. Carpenter
Clerk

No. 92211-0

THE SUPREME COURT
STATE OF WASHINGTON

KELLY BOWMAN,

Plaintiff-Appellant

v.

SUNTRUST MORTGAGE, INC., a Virginia corporation, a subsidiary of
SUNTRUST BANKS, INC.; FEDERAL NATIONAL MORTGAGE
ASSOCIATION, a United States government sponsored enterprise;
NORTHWEST TRUSTEE SERVICES, INC., a Washington corporation;
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; a
Delaware corporation; and DOE DEFENDANTS 1-10

Defendants-Respondents

ON APPEAL FROM KING COUNTY SUPERIOR COURT
(Hon. Monica J. Benton)

ANSWER TO APPELLANT'S PETITION FOR REVIEW

John S. Devlin, WSBA. No.23988
Andrew G. Yates, WSBA. No.34239
Abraham J. Lorber, WSBA No. 40668
Attorneys for Respondents
Suntrust Mortgage, Inc., Federal
National Mortgage Association and
Mortgage Electronic Registration
Systems, Inc.

LANE POWELL PC
1420 Fifth Avenue, Suite 4200
Seattle, Washington 98101-2338
Telephone: 206.223.7000
Facsimile: 206.223.7107

 ORIGINAL

FILED AS
ATTACHMENT TO EMAIL

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. STATEMENT OF THE CASE.....	1
A. The Loan at Issue.....	1
B. Fannie Mae Purchases the Loan and SunTrust Retains the Right to Service It.	2
C. Bowman’s Default and Subsequent Foreclosure Proceedings.....	3
D. Procedural History.....	4
III. ARGUMENT AGAINST DISCRETIONARY REVIEW.....	5
A. The Decision Does Not Conflict With Any Prior Decisions of this Court.	6
1. Under Washington Law, the Noteholder is the Beneficiary.....	6
2. The Court of Appeals Properly Found that SunTrust’s Agency Status was Irrelevant Under Washington Law.	9
3. The Court of Appeals’ Ruling on the Trial Court’s Admission of SunTrust’s Business Records Was Based on Well-Found Washington Law.	9
B. Bowman Provides No Justification for Supreme Court Review of the Decision Affirming the Denial of His Request for a CR 56(f) Continuance.....	11
C. This Court’s Decision in the Pending <i>Brown v.</i> <i>Dep’t of Commerce</i> Case Will Address Any Issues of Potential Public Important Implicated in this Case.....	12
IV. CONCLUSION.....	13

TABLE OF AUTHORITIES

CASES	Page(s)
<i>Baechler v. Beaunaux</i> , 167 Wn. App. 128, 272 P.3d 277 (2012)	12
<i>Bain v. Metro Mtg. Gp., Inc.</i> , 175 Wn.2d 83, 285 P.3d 34 (2012).....	6, 7, 12
<i>Bowman v. SunTrust Mortgage, Inc.</i> , No. 70706-0-I, 2015 WL 4730115 (Wash. Ct. App. Aug. 10, 2015)	5, 6, 11
<i>Brown v. Wash. State Dept. of Comm.</i> , Case No. 90652-1.....	8, 13
<i>Discover Bank v. Bridges</i> , 154 Wn. App. 722, 226 P.3d 191 (2010)	11
<i>Frias v. Asset Foreclosure Servs., Inc.</i> , 181 Wn.2d 412, 334 P.3d 529 (2014).....	13
<i>Frizzell v. Murray</i> , 179 Wn.2d 301, 313 P.3d 1171 (2013).....	13
<i>Klem v. Washington Mut. Bank</i> , 176 Wn.2d 771, 295 P.3d 1179 (2013).....	12
<i>Lyons v. U.S. Bank Nat. Ass'n</i> , 181 Wn.2d 775, 336 P.3d 1142 (2014).....	13
<i>Trujillo v. Nw. Trustee Srvs., Inc.</i> , 181 Wn. App. 484, 326 P.3d 768 (2014), <i>overruled in part on other grounds by Trujillo v.</i> <i>Nw. Trustee Srvs., Inc.</i> , No. 90509-6 (Aug. 20, 2015)	6, 7, 8, 13
<i>Schroeder v. Excelsior Mgmt. Grp.</i> , LLC, 177 Wn.2d 94, 297 P.3d 677 (2013)	13

<i>State v. Ben-Neth</i> , 34 Wn. App. 600, 663 P.2d 156 (1983) . ¹ No.....	9
<i>State v. Kane</i> , 23 Wn. App. 107, 594 P.2d 1357 (1979).....	10
<i>State v. Smith</i> , 16 Wn. App. 425, 558 P.2d 265 (1976).....	10, 11
STATUTES AND COURT RULES	
RAP 13.4(b).....	6, 11
RAP 13.4(b)(4).....	12
RAP 13.4(d).....	1
RCW 9A.32 <i>et seq.</i>	4
RCW 61.24.005(2).....	7
RCW 61.24 <i>et seq.</i>	7
RCW 62.A.3-205(b).....	7
RCW 62A.1-201(21)(A).....	7
RCW 62A.3-301.....	8

¹ See also *U.S. v. Casey*, 45 M.J. 623, 626 (U.S. Navy-Marine Corps Ct. of Crim. App. 1996) (computer-generated records can be entered into evidence as an exception to the general rule against hearsay if kept in the course of a regularly conducted business activity, and if it was the regular practice of that business activity to make the record unless the source of information or the method or circumstances of preparation indicate lack of trustworthiness); *D & H Auto Parts, Inc. v. Ford Marketing Corp.*, 57 F.R.D. 548, 551 (1973) (“The fact that computers were used in compiling the data for these reports does not impair their admissibility as business records.”).

I. INTRODUCTION

Pursuant to RAP 13.4(d), SunTrust Mortgage, Inc., Federal National Mortgage Association, Inc., and Mortgage Electronic Registration Systems, Inc. (collectively, “Respondents”) respectfully submit this answer to Appellant’s Petition for Review (PFR) filed by Kelly Bowman (“Bowman”). SunTrust was the original payee of the subject promissory note and has maintained continuous actual possession of that note from the loan’s inception to the present. This is simply not a case that should be reviewed by this Court.

For the reasons articulated below, the Petition for Review should be denied.

II. STATEMENT OF THE CASE

A. The Loan at Issue.

Bowman borrowed \$417,000 from SunTrust and promised to repay this loan (Loan) according to the terms of a promissory note (Note) he executed on or about September 5, 2008.² Bowman secured the Note with a Deed of Trust against real property commonly known as 7525 120th PL SE, Newcastle, Washington 98056 (the Property).³ By executing the Deed of Trust, Bowman granted to the trustee (and any duly appointed successor trustee) the power to sell the Property if he defaulted on his obligation to

² CP 258.

³ CP 474-476.

repay the Loan according to the terms of the Note.⁴ The Deed of Trust also named MERS as beneficiary in a nominee capacity for SunTrust and any successors or assigns.⁵

B. Fannie Mae Purchases the Loan and SunTrust Retains the Right to Service It.

Fannie Mae purchased the Note from SunTrust on or about October 1, 2008.⁶ SunTrust is a Fannie Mae-approved seller and servicer of mortgage loans, and it retained the servicing rights for the Loan and also maintained physical possession of the “wet ink” Loan documents, including the Note.⁷ This arrangement was designed to allow SunTrust to take all actions necessary for the collection and enforcement of the Loan, including receiving and processing loan payments, communicating with Bowman regarding the loan, and, should such action be necessary, initiating foreclosure, consistent with the promissory note, deed of trust and Fannie Mae servicing guidelines.⁸ SunTrust has maintained physical possession of the Note since on or about September 5, 2008.⁹

⁴ CP 476.

⁵ CP 474.

⁶ CP 255.

⁷ CP 665.

⁸ CP 255.

⁹ *Id.*

C. Bowman's Default and Subsequent Foreclosure Proceedings.

Bowman defaulted on his Loan obligations in June 2010.¹⁰ On March 26, 2012 and October 25, 2012, MERS recorded Assignments of the Deed of Trust (ADTs) in favor of SunTrust in the King County real property records.¹¹ On August 14, 2012, Northwest Trustee Services, Inc. (NWTS), in its capacity as SunTrust's agent, served Bowman with a Notice of Default (NOD).¹² The NOD reflects that at the time, Bowman was \$104,958.99 behind on his monthly Loan payments (notwithstanding late fees, interest, and other charges) and that this default had been accruing since June 2010.¹³ The NOD clearly and correctly identifies Fannie Mae as the "owner of the note" and SunTrust as the "loan servicer."¹⁴ Attached to the NOD was a foreclosure loss mitigation form (the Loss Mit Form), dated July 21, 2012, and executed by SunTrust.¹⁵ The Loss Mit Form describes SunTrust as "the beneficiary and actual holder of the [Note]."¹⁶

On November 8, 2012, SunTrust recorded an Appointment of Successor Trustee (AST) appointing NWTS as successor trustee under the

¹⁰ See CP 665, 669.

¹¹ CP 43, 50-51. The purpose of the second "Corrective" assignment was to reflect an addition of a co-borrower on the loan.

¹² CP 45-48.

¹³ *Id.*

¹⁴ CP 47.

¹⁵ CP 48.

¹⁶ CP 48.

Deed of Trust.¹⁷ On November 29, 2012, NWTS issued and recorded a notice of trustee's sale (NTS) scheduling the non-judicial foreclosure sale of the Property for March 29, 2013. CP 55-58. The Notice of Sale lists a monthly payment arrears of \$116,621.10. CP 56.

D. Procedural History.

On March 14, 2013, Bowman filed suit; the original sale date was postponed to June 7, 2013. CP 1; 242. Against SunTrust, Fannie Mae and MERS, Bowman alleged claims for: (1) wrongful foreclosure/violation of the Deed of Trust Act (DTA), (2) violation of the Consumer Protection Act (CPA), and (3) violation of Washington's criminal profiteering statute, RCW 9A.32 *et seq.* CP 9-13.

On June 27, 2013, the King County Superior Court temporarily restrained NWTS from selling the Property subject to the following conditions: (1) Bowman's deposit of \$2,601.54 into the Court registry by 9:00 a.m. on June 28, 2013; and (2) Bowman's deposit of this sum on or before the first of each month, beginning on August 1, 2013. CP 631. On July 12, 2013, the Superior Court granted the summary judgment motions brought by SunTrust, Fannie Mae, and MERS, and by NWTS, and dismissed the case with prejudice. CP 716-720.

¹⁷ CP 53.

At the time the Superior Court granted the motions for summary judgment, Bowman's total loan debt was \$552,264.25, which included 38 months of missed interest payments, totaling \$139,904.94.¹⁸ Bowman appealed the trial court's dismissal of his case on July 24, 2013.¹⁹

On August 10, 2015, the Court of Appeals affirmed the trial court in *Bowman v. SunTrust Mortgage, Inc.*, No. 70706-0-I, 2015 WL 4730115 (Wash. Ct. App. Aug. 10, 2015) (the Decision). Bowman now brings this Petition for Review.

III. ARGUMENT AGAINST DISCRETIONARY REVIEW

The Washington Rules of Appellate Procedure provide that the following considerations govern whether the Supreme Court will accept a petition for review:

- (1) If the decision of the Court of Appeals is in conflict with a decision of the Supreme Court; or
- (2) If the decision of the Court of Appeals is in conflict with another decision of the Court of Appeals; or
- (3) If a significant question of law under the Constitution of the State of Washington or of the United States is involved; or
- (4) If the petition involves an issue of substantial public interest that should be determined by the Supreme Court.

¹⁸ CP 665.

¹⁹ CP 722.

RAP 13.4(b). Here, Bowman seeks review under subparts (1) and (4). Because Bowman cannot show that the Decision conflicts with a decision of this Court, nor that the Decision is the proper case to review the issues Bowman asserts are of substantial public important, his Petition for Review should be denied.

A. The Decision Does Not Conflict With Any Prior Decisions of this Court.

The Decision properly concluded that SunTrust was the holder of the Note at all relevant times and thus the beneficiary entitled to enforce the Note through the non-judicial foreclosure process, consistent with *Trujillo v. Nw. Trustee Srvs., Inc.*, 181 Wn. App. 484, 493-502, 326 P.3d 768 (2014), *overruled in part on other grounds by Trujillo v. Nw. Trustee Srvs., Inc.*, No. 90509-6 (Aug. 20, 2015) and *Bain v. Metro Mtg. Gp., Inc.*, 175 Wn.2d 83, 285 P.3d 34 (2012). The Petition for Review should be denied.

1. Under Washington Law, the Noteholder is the Beneficiary.

This case involves a loan that was purchased by Fannie Mae but serviced by SunTrust, the original payee. *Bowman*, 2015 WL 4730115, at * 1. In his Petition for Review, Bowman takes issue with the Court of Appeal's conclusion that SunTrust was entitled to enforce Bowman's loan and deed of trust because it was the holder of the note – Bowman argues

that a party enforcing a loan must be the loan owner in addition to the note holder.²⁰

Deeds of trust and foreclosures thereof, such as are at issue here, are governed by RCW 61.24 *et seq.*, the Washington Deed of Trust Act (DTA). Since 1998, the DTA has defined a “beneficiary” of a deed of trust as “the **holder** of the instrument or document evidencing the obligations secured by the deed of trust, excluding persons holding the same as security for a different obligation.” *Bain*, 175 Wn.2d at 98-99, (citing RCW 61.24.005(2)) (emphasis added).

The Washington U.C.C. defines the “Holder” of a negotiable instrument in relevant part as “The person in possession of a negotiable instrument that is payable either to bearer or to an identified person that is the person in possession.” RCW 62A.1-201(21)(A); *Bain*, 175 Wn.2d at 104. A negotiable instrument is payable to bearer if, as is the case with the Note here, it is indorsed in blank. *See* RCW 62.A.3-205(b).

In *Trujillo*, the Court of Appeals confirmed that the holder status is key and rejected claims similar to Bowman’s based on lack of loan ownership. *See* 181 Wn. App. at 493-502.

The Supreme Court did reverse in part the Court of Appeals’ decision in *Trujillo*, but that partial reversal was made on other grounds.

²⁰ PFR at pp. 8-10.

The issue the Supreme Court actually decided in *Trujillo* was whether the deed of trust trustee could rely on language in the beneficiary declaration that the beneficiary is the “actual holder of the promissory note . . . or has requisite authority under RCW 62A.3-301 to enforce[.]” *Trujillo v. NW. Trustee Svcs., Inc.*, No. 90509-6, *1 (Wn. Aug. 20, 2015) (italics added). The Court held that this “either/or” language was impermissible. The Supreme Court did not rule on the owner/holder issue analyzed in the Court of Appeals’ *Trujillo* opinion, except to state in footnote 4:

Wells Fargo would constitute a "**holder**," and **therefore a valid beneficiary under the DTA**, if it actually held the note when it made the declaration at issue.

Id. at n. 4 (emphasis added). The Supreme Court came to this conclusion even though Wells Fargo was only the loan servicer and Fannie Mae was indisputably the owner of the loan. *Id.*

Thus, the Supreme Court has already addressed the issue that Bowman seeks to appeal and that issue was resolved in Appellees’ favor. Further, the Court has indicated that it plans to address the same or similar issues in *Brown v. Wash. State Dept. of Comm.*, Case No. 90652-1. Thus, there is simply no need to expend further judicial resources on Bowman’s oft-rejected argument.

2. **The Court of Appeals Properly Found that SunTrust's Agency Status was Irrelevant Under Washington Law.**

Bowman argues that the trial court and Court of Appeals impermissibly relied on the testimony of an agent (SunTrust) to establish the agency relationship with its principal (Fannie Mae).²¹ However, as correctly held by the Court of Appeals and argued above, the role of and authority given by the loan owner Fannie Mae is simply not relevant. Because SunTrust could enforce the note and deed of trust as noteholder, the inquiry ends there. Thus, the PFR should be rejected because the issue of whether SunTrust proved agency status is irrelevant.

3. **The Court of Appeals' Ruling on the Trial Court's Admission of SunTrust's Business Records Was Based on Well-Found Washington Law.**

Both in the trial court and before the Court of Appeals, Bowman objected to the admission of business records declarations submitted by SunTrust.²² To support his position, Bowman cites various cases from the 1960s and 1970s, hoping to show that the Court of Appeals conflicted with Supreme Court precedent.

Computerized business records are admissible under the same standards as a non-computerized business records. *State v. Ben-Neth*, 34

²¹ PFR at pp. 13-14.

²² See PFR at pp. 10-12.

²³ See also *U.S. v. Casey*, 45 M.J. 623, 626 (U.S. Navy-Marine Corps Ct. of Crim. App. 1996) (computer-generated records can be entered into evidence as an exception to the

Wn. App. 600, 604-605, 663 P.2d 156 (1983) (upholding the admission of a bank's computerized records under the business record exception).²⁴ No aspect of the Decision's well-reasoned approach to the admission of business records meets the criteria for review by this Court.²⁵

Bowman relies on various cases from the 1960s and 1970s, hoping to show that the Decision conflicts with Supreme Court precedent. However, these cases actually support Respondents' position because they affirmed the admission of computerized business records. For example, in *Kane*, the Court of Appeals upheld the admission of computerized business records without testimony concerning the reliability of the computer equipment. *State v. Kane*, 23 Wn. App. 107, 111, 594 P.2d 1357, 1360 (1979).

In *Smith*, this Court upheld the admission of summaries of computerized records, holding “[f]urthermore, summaries of books and

general rule against hearsay if kept in the course of a regularly conducted business activity, and if it was the regular practice of that business activity to make the record unless the source of information or the method or circumstances of preparation indicate lack of trustworthiness); *D & H Auto Parts, Inc. v. Ford Marketing Corp.*, 57 F.R.D. 548, 551 (1973) (“The fact that computers were used in compiling the data for these reports does not impair their admissibility as business records.”).

²⁴ See also *U.S. v. Casey*, 45 M.J. 623, 626 (U.S. Navy-Marine Corps Ct. of Crim. App. 1996) (computer-generated records can be entered into evidence as an exception to the general rule against hearsay if kept in the course of a regularly conducted business activity, and if it was the regular practice of that business activity to make the record unless the source of information or the method or circumstances of preparation indicate lack of trustworthiness); *D & H Auto Parts, Inc. v. Ford Marketing Corp.*, 57 F.R.D. 548, 551 (1973) (“The fact that computers were used in compiling the data for these reports does not impair their admissibility as business records.”).

²⁵ See PFR at pp. 10-13.

records which are themselves admissible as business records are likewise admissible when the original documents are so numerous or the information contained in them is so intricate, as in a misappropriation charge, that it would be impractical to have the jury examine the originals and extrapolate the relevant information.” *State v. Smith*, 16 Wn. App. 425, 432-33, 558 P.2d 265, 271 (1976).

Furthermore, the Decision is in accord with the recent and factually analogous decision in *Discover Bank v. Bridges*, 154 Wn. App. 722, 226 P.3d 191 (2010), which the Court of Appeals relied upon in this case. *See Bowman*, 2015 WL 4730115 at *6. The Decision’s decision to admit routine business records does not conflict with any Supreme Court or Court of Appeals holding and also does not satisfy any other RAP 13.4(b) factor. Accordingly, the PFR should be denied.

B. Bowman Provides No Justification for Supreme Court Review of the Decision Affirming the Denial of His Request for a CR 56(f) Continuance.

Bowman complains that the Court of Appeals erroneously affirmed the trial court’s denial of his request for a CR 56(f) continuance. Petition for Review pp. 13-14. In support of this position, Bowman cites no cases and addresses none of the RAP 13.4(b) factors.

Moreover, a court has discretion to deny a CR 56(f) continuance if the party seeking it: (1) does not offer a good reason for the delay in

obtaining the desired evidence; (2) does not state what evidence would be established through the additional discovery; or (3) the desired evidence will not raise a genuine issue of material fact. *Baechler v. Beaunaux*, 167 Wn. App. 128, 132, 272 P.3d 277 (2012). Bowman did not make the showing necessary to justify a CR 56(f) continuance. He did not serve discovery until *after* Respondents filed their motion for summary judgment, he did not state what evidence would be established had he received more discovery from Respondents, and he did not explain how such evidence would raise a genuine issue of material fact. *Baechler*, 167 Wn. App. at 132.

Supreme Court review is simply unnecessary where the trial court acted well within its broad discretion. Accordingly, the PFR should be denied.

C. This Court's Decision in the Pending *Brown v. Dep't of Commerce* Case Will Address Any Issues of Potential Public Important Implicated in this Case.

Finally, Bowman argues that review is warranted under RAP 13.4(b)(4) because there is substantial public interest in the issues presented by the Decision.²⁶

Since issuing its decision in *Bain*, the Supreme Court has decided numerous cases involving DTA issues. *See Klem v. Washington Mut.*

²⁶ See PFR at pp. 18-19.

Bank, 176 Wn.2d 771, 295 P.3d 1179 (2013); *Schroeder v. Excelsior Mgmt. Grp., LLC*, 177 Wn.2d 94, 297 P.3d 677 (2013); *Frizzell v. Murray*, 179 Wn.2d 301, 313 P.3d 1171 (2013); *Frias v. Asset Foreclosure Servs., Inc.*, 181 Wn.2d 412, 334 P.3d 529 (2014); *Lyons v. U.S. Bank Nat. Ass'n*, 181 Wn.2d 775, 336 P.3d 1142 (2014); *Trujillo v. Nw. Tr. Servs., Inc.*, No. 90509-6, 2015 WL 4943982 (Wn. Aug. 20, 2015).

Further, this Court will issue an opinion in *Brown v. Wash. State Dept. of Commerce*, Case No. 90652-1, in the coming months. In what Respondents understand to be a reference to the forthcoming *Brown* decision, this Court stated the following in its *Trujillo* opinion:

[W]e do not address whether RCW 61.24.030(7)(a) allows a trustee to rely on an unambiguous declaration stating that the beneficiary is the actual holder of the note, even though the owner is a different party. That issue is raised in a pending case, and we express no opinion on it here.

Trujillo, 2015 WL 4943982, at *8, n. 8. In other words, this Court has clearly indicated that it will weigh in on the “owner/holder” issue in *Brown* that is the same or similar to the issue that Bowman asks this Court to review. Thus, there is no need to grant review of the Decision.

IV. CONCLUSION

For the foregoing reasons, Bowman’s Petition for Review should be denied.

RESPECTFULLY SUBMITTED this 8th day of October, 2015.

LANE POWELL PC

By 

John S. Devlin, WSBA No. 23988

Andrew G. Yates, WSBA No. 34239

Abraham K. Lorber, WSBA No. 40668

Attorneys for Respondents

Suntrust Mortgage, Inc., Federal National

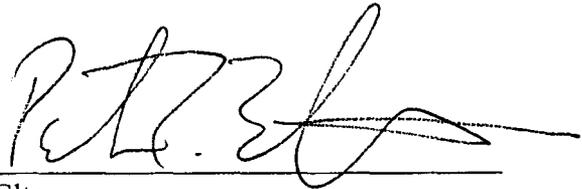
Mortgage Association and Mortgage

Electronic Registration Systems, Inc.

CERTIFICATE OF SERVICE

I certify under penalty of perjury and the laws of the State of Washington that on October 8, 2015, I served a copy of the foregoing document on the following persons in the following manner:

Richard Llewelyn Jones	<input type="checkbox"/>	by CM/ECF
Kovac & Jones, PLLC	<input checked="" type="checkbox"/>	by Electronic Mail
1750 112th Ave NE Ste D151	<input type="checkbox"/>	by Facsimile Transmission
Bellevue, WA 98004-3768	<input type="checkbox"/>	by First Class Mail
rlj@kovacandjones.com	<input checked="" type="checkbox"/>	by Hand Delivery
	<input type="checkbox"/>	by Overnight Delivery
Heidi Buck Morrison	<input type="checkbox"/>	by CM/ECF
Northwest Trustee Services, Inc.	<input checked="" type="checkbox"/>	by Electronic Mail
13555 SE 36th Street, Suite 100	<input type="checkbox"/>	by Facsimile Transmission
Bellevue WA 98006	<input type="checkbox"/>	by First Class Mail
hbuckmorrison@northwesttrustee.com	<input checked="" type="checkbox"/>	by Hand Delivery
	<input type="checkbox"/>	by Overnight Delivery



Peter Elton

OFFICE RECEPTIONIST, CLERK

To: Elton, Peter C.
Cc: Lorber, Abraham K.; Yates, Andrew G.; Devlin, John; rlj@kovacandjones.com;
huckmorrison@northwesttrustee.com
Subject: RE: No. 92211-0, Bowman v. Suntrust Mortgage, Inc., et al.

Received on 10-08-2015

Supreme Court Clerk's Office

Please note that any pleading filed as an attachment to e-mail will be treated as the original. Therefore, if a filing is by e-mail attachment, it is not necessary to mail to the court the original of the document.

From: Elton, Peter C. [<mailto:EltonP@LanePowell.com>]
Sent: Thursday, October 08, 2015 11:32 AM
To: OFFICE RECEPTIONIST, CLERK <SUPREME@COURTS.WA.GOV>
Cc: Lorber, Abraham K. <LorberA@LanePowell.com>; Yates, Andrew G. <YatesA@LanePowell.com>; Devlin, John <DevlinJ@LanePowell.com>; rlj@kovacandjones.com; huckmorrison@northwesttrustee.com
Subject: No. 92211-0, Bowman v. Suntrust Mortgage, Inc., et al.

Dear Clerk: Attached for filing is the following document:

Case Number: 92211-0
Case Name: Bowman v. Suntrust Mortgage, Inc., et al.
Pleading Name: Answer to Appellant's Petition for Review
Filing Attorney: Abraham K. Lorber, WSBA No. 40668
lorbera@lanepowell.com

Peter C. Elton | Lane Powell PC

Legal Assistant

1420 Fifth Avenue, Suite 4200

P.O. Box 91302 | Seattle, WA 98111-9402

Direct: 206.223.7131

EltonP@LanePowell.com | www.lanepowell.com

This message is private or privileged. If you are not the person for whom this message is intended, please delete it and notify me immediately, and please do not copy or send this message to anyone else.