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Supreme Court No. 95256-6
Court of Appeals No. 75906-0-I

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

GLENN and CINDY OAKES,
a Washington State marital community,

Defendants/Appellants.

v.

THE SUMMIT HOMEOWNERS ASSOCIATION,
a Washington State non-profit corporation,

Plaintiff/Respondent;

ANSWER TO PETITION FOR REVIEW

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I. IDENTITY OF RESPONDING PARTY

Respondent the Summit Homeowners Association respectfully requests that this Court deny the Oakes' petition for review.

II. COURT OF APPEALS DECISION

The Division I Court of Appeals affirmed the trial court's order denying the Oakes' motion to vacate a default judgment.

III. COUNTERSTATEMENT OF ISSUES

1. Did the trial court provide sufficient findings with respect to whether service was achieved such that the appellate court had an adequate record for review? **(Answer: Yes.)**

2. Did the trial court provide sufficient findings with respect to whether to vacate the judgment under CR 60(b)(1) such that the appellate court had an adequate basis for review? **(Answer: Yes.)**

3. Could the appellate court properly find a lack of due diligence as the sole ground for denying the Oakes' motion to vacate, and if so, did the trial court provide sufficient findings and have sufficient evidence on that issue? (**Answer: Yes.**)

4. Were the Oakes entitled to special treatment by the courts based on their decision to represent themselves? (**Answer: No.**)

IV. COUNTERSTATEMENT OF THE CASE

The Oakes were served with the Summons and Complaint by process server Dave Stout September 7, 2015, though they dispute service. See CP 17-18. The Association obtained a Default Judgment dated October 7, 2015. See CP 255-62. The Association sent the Oakes a letter notifying them about the judgment and attaching a copy of the judgment. CP 242-54. Mr. Oakes signed for the letter on October 23, 2015. CP 604.

The Oakes admit they were properly served by Mr. Stout on March 5, 2016, with a Summons and Complaint for a collections action to foreclose based on the amounts owing under the judgment. CP 473.

The Oakes filed a Motion to Vacate July 22, 2016. See CP 422. Mr. Stout and Mr. and Ms. Oakes provided sworn testimony at the motion hearing. See RP (8.19.16) 11-36, 38; See RP (9.9.16) 6-44.

In his original declaration of service, Mr. Stout stated:

> *Mr. Oakes was standing outside near a pick-up truck when I arrived at his house. He walked toward my vehicle and I noticed he matched the description given to me in the service instructions. He denied that he was Mr. Oakes, and denied that this was his address, even though he was standing in the yard. He refused to take the papers. We were face to face at this time. I told him I was serving him as Glenn Oakes and I laid the documents on the rear of the vehicle.* CP 18.

Mr. Stout gave a sworn statement further detailing the facts of the service and providing some clarifications. See CP 472-79. In that statement, Mr. Stout confirmed he was standing on the Oakes' driveway within two to

three feet of Mr. Oakes when he tried to hand him the documents, but Mr. Oakes refused to accept them even though he was close enough to so do. CP 473. At the time, the two men were standing near Mr. Oakes' white mini-van, a Mazda MPV. CP 474, 479. Accordingly, Mr. Stout placed the documents on the hood of Mr. Oakes' vehicle. CP 474. Mr. Stout noted that he had mistakenly identified the mini-van as a "pickup truck" in his original declaration of service. CP 474. Mr. Stout stated in his supplemental statement that at the time of service, Mr. Oakes matched the description provided to him of Mr. Oakes. CP 473.

While testifying in court, Mr. Stout affirmed that, when he went to the Oakes' home to attempt service, he saw an individual matching Mr. Oakes' description outside of the house. RP (8.19.16) 24. Mr. Stout testified as follows about his service on Mr. Oakes:

> *So I parked the car and walked into the driveway. There was a vehicle parked on the right side, and I think I identified at one place it's a pickup, but I don't think it was a pickup; it was white—I want to say a minivan, probably a minivan. And as I come onto the property, the gentleman who is sitting here [in court] approached me, and we came pretty close together, and his first thing to me, "Who are you and what do you want? Why are you on my property?"*
>
> *And I identified myself as a process server and that I had legal documents to serve him. And by that time we were close to the vehicle, probably about halfway to the front door. And I won't say nose to nose, but very close together. And obviously he was in, I would say—use the word antagonized; unhappy that I was there, let's put it that way. So I asked him if he was Mr. Oakes. He at first*

> *denied it, but he said, "you're on my property, and I want you off my property." And then later on in that brief conversation, he [admitted] that he was Mr. Oakes. And I reached out, because we were close enough to where I could hand him the documents, and he refused to take them. And, I mean, this was over in a matter of, I would almost say, moments. And then I said to him, "Well, I believe that you are Mr. Glenn Oakes, and I'm serving you these legal documents."*
>
> *And I—all this time he's demanding me off the property. And "Who are you," and "You have no business being here," blah-blah-blah. And so we—again, I tried to reach out to him and hand them to him, but he wouldn't take them. So I laid them on the—I think earlier in my declaration, I said the back end, but I think it was the front. I can't remember which way the vehicle was parked, nose toward the cul-de-sac or nose toward the front [of the house]. But obviously, I laid the documents on the hood—I would say on the hood of the minivan.*
>
> *And at that time, he was still there, close by, and I turned around and left. And when I got in my car and left, he was still in sight in the driveway.* RP (8.19.16) 24-25.

Mr. Stout specified he had been standing "very, very close" to Mr. Oakes, and that they were both "at" the vehicle. RP (8.19.16) 26.

Later, Mr. Stout specifically identified Mr. Oakes in the courtroom as the individual he had served on both occasions. RP (8.19.16) 26. Mr. Stout also identified a vehicle a neighbor identified as the Oakes' vehicle as the vehicle on which he set the documents. Id.; CP 611, 662.

Mr. Oakes testified that Mr. Stout was on his property on the date of service. RP (8.19.16) 6. He testified that when Mr. Stout was present, Mr. Oakes was "out at my van, my Mazda van, getting some gear out of it…"

Id. He also testified that he had an interaction with Mr. Stout, and that Mr. Stout asked him to confirm that he was Glenn Oakes. RP (8.19.16) 7.

On cross examination, Mr. Oakes admitted that his eyes give him trouble with depth perception. RP (8.19.16) 2. He admitted that he signed a certified mail receipt for the letter dated October 16, 2015, in which notice of the judgment was given and a copy of the judgment was attached. RP (8.19.16) 19.

An order signed by Judge Palmer Robinson denied the motion to vacate. See CP 894. Judge Robinson, addressing the Oakes directly, provided oral findings of fact and conclusions of law in court on September 9, 2016. RP (9.9.16) 48-51. Judge Robinson's oral findings and conclusions with respect to service of process were as follows:

> *The first issue for me is…to determine whether or not in fact the Oakes were served with a summons and complaint in September 2015, because if they weren't, then it is not a CR 60 issue, it's a no jurisdiction issue, and that's…the end of it. And I listened to the testimony of Mr. Oakes and I listed to the testimony of Mr. Stout, and it is my finding from listening to the testimony and the credibility—and kind of the context—and I don't mean credibility, Mr. and Mrs. Oakes, in the sense that I think you're lying, but Mr. Stout—everybody agrees he came to your house on that morning, he got out of the car. There was a discussion about were you Mr. Oakes, and who was he, and what was he doing there. He says he said he was there to serve you papers and tried to give them to you. You maybe didn't hear that; maybe you did, maybe you didn't. But you were afraid. But that doesn't mean—in listening to all the testimony it is my finding that in fact that happened, that he identified himself as a process server, said he had legal papers for you, tried to give you the legal papers, which—and you left to go*

> *inside, and that he left the legal papers [onsite]. It just doesn't make any sense that he came, asked you who you were there, tried to give you the papers, and then left without posting those papers somewhere.*
> *So I find, weighing the credibility of the evidence, that in fact you were served with a copy of the summons and complaint.* RP (9.9.16) 49-50.

Judge Robinson's findings and conclusions concerning whether the judgment should be vacated pursuant to CR 60 were as follows:

> *[T]he issue for me is not so much the history of—your history with The Summit Homeowners Association, other than to the extent it kind of cuts against your argument in that the one thing that is clear is that this was not out of the blue. There was a long history of issues and lack of agreement. But Ms. Peryea…has provided a[n] exhibit in the paperwork, which is the certified—return from the certified letter within a week or so of getting the order of default judgment, which you said looked like your signature, in which she—not only did they re-serve, but they sent you a courtesy copy of the judgment in, I think, October.*
> *And months passed, many months passed. Then there's I guess a collection action started in the spring. Mr. Stout again served you, and there's a recognition that that constituted service, and I think that was in March or April. And it's still—several months passed without any action.*
>
> *So…it's my finding that there wasn't really reasonable diligence to get the order…of default set aside and the default judgment set aside.* RP (9.9.16) 50-1.

Finally, Judge Robinson provided findings and conclusions concerning the existence of a meritorious defense:

> *And in terms of the paperwork and the motion, I'm not finding a meritorious defense to the fact that the money was owed and the fees were incurred, so I'm not going to grant your motion to satisfy the order*. RP (9.9.16) 51.

On appeal, the court determined that "the trial court weighed documentary evidence and determined the credibility of witnesses." *Slip Op. at 3*. The appellate court further determined that substantial evidence existed to support the trial court's finding that Mr. Oakes was properly served. *Id. at 5-6*. Finally, the appellate court determined that the trial court properly exercised its discretion under CR 60(b) to decline to vacate a default judgment when the movant did not act with due diligence to set aside the default order and also did not "put forth any good reason for delaying to bring a motion to vacate." *Id. at 7-8*.

Regarding the Oakes' arguments regarding insufficient findings, the court concluded that "the record contains the oral findings the trial court made at the hearing on the motion to vacate the default judgment. We find no error." *Id. at 8.* The Oakes moved for reconsideration, which was denied.

V. ARGUMENT WHY REVIEW SHOULD BE DENIED

None of the circumstances under which the Court should grant review under RAP 13.4(b) is present in this case. Review is granted under RAP 13.4(b) in limited circumstances:

(1) Where the appellate decision conflicts with a Supreme Court decision or a decision by another Court of Appeals;

(2) When a significant constitutional question is presented; or

(3) When the petition presents an issue of substantial public interest.

In their petition, the Oakes inaccurately allege that (1) and (3) are considerations in this matter. The Oakes argue specifically that review should be granted because the trial court did not make the "necessary factual findings" under CR 60(b). *Pet. at 2*. The Oakes claim that this lack of "necessary factual findings" for setting aside a default judgment conflicts with CR 60(b) and *White v. Holm*, 73 Wn.2d 348, 438 P.2d 581 (1968), and related cases decided thereafter. *Pet. at 3*. Though the instant case is unpublished and therefore has "no precedential value and [is] not binding on any court" under GR 14.1(a), the Oakes argue further that this conflict would create negative precedent by allowing courts to make "conclusory statements without the necessary factual findings." *Pet. at 2*.

A. The Appellate Court Properly Concluded that the Trial Court Provided Sufficient Findings on Whether The Oakes Were Served.

The Oakes appear to believe the cases they cite require a court to specifically state on the record that the defendant has failed to prove by clear and convincing evidence that he was not properly served. The cases, however, require only that the trial court enter sufficient factual findings to support its conclusion. Here, the trial court concluded that Mr. Oakes was served and provided extensive factual findings to support that conclusion. By concluding affirmatively that Mr. Oakes was served, the judge

necessarily also concluded that the Oakes failed to prove by clear and convincing evidence that they were not properly served.

The Oakes primarily rely on two unpublished Washington cases for their arguments on the sufficiency of the trial-court's findings. These cases have no precedential value and are not binding on any court. GR 14.1(a). Further, neither of these cases conflicts with the appellate decision.

In the first case, *Lakewest Condo. Owners Ass'n v. Tokio Marine*, 156 Wn.App. 1016, 2010 WL 2178825 (Unpublished)(Div. 1, 2010), the trial court did not provide any findings of fact or conclusions of law "or otherwise articulate its reasoning for granting the motion" to vacate, either orally or in writing. *Id.* at 4. Specifically, the trial court in that case did not enter *any* factual finding that the party against whom the judgment was entered was not the entity actually served. *Id.* at 5. The *Lakewest* court also concluded that "there is nothing in the record from which we can conclude that the trial court believed this fact to be proved." *Id.* at 5.

In the second unpublished case, *Capital One Bank (USA), N.A. v. Koplitz*, 186 Wn. App. 1012, 2015 WL 893221 (Div. 1, 2015), the appellate court found that the lower court "did indeed" enter necessary factual findings with respect to whether substituted service was achieved. *Id.* at 4. The trial court had concluded that the defendant received adequate notice of the default hearing, finding that the summons was sent to the correct

address, and that the witness accounts in support of the motion to vacate were not credible. *Id.* The appellate court also noted that "it may be inferred that the trial court was similarly unpersuaded by [defendant's] own conflicting accounts of the events in question." *Id.*

The trial court ruling in the instant case complies with the requirements regarding findings set forth in each of these cases. It factually mirrors the *Koplitz* case and bears no resemblance to the *Lakewest* facts. In the instant case and in the *Koplitz* case, both trial courts entered extensive findings supporting the conclusion that the defendant was properly served. In stark contrast to this case, there were no findings or conclusions whatsoever in the *Lakewest* case.

The Oakes appear to be conflating the issue of the moving party's burden of proof at the trial-court level with the issue of whether sufficient findings were provided to reach the conclusion on whether that burden was met. The trial court's extensive oral findings in the instant case document provide ample detail that the trial court did not find that the Oakes' met their burden of proof. The court specifically found: "[W]eighing the credibility of the evidence,…in fact you [Mr. Oakes] were served with a copy of the summons and complaint." RP (9.9.16) 49-50. This finding necessarily confirms that the trial court found that the Oakes failed to meet their burden of proof. The oral findings also detail the facts underlying that decision, and

affirm that the trial court found Mr. Stout's description of events to be more credible. Indeed, the court specifically concluded:

> *It is my finding that in fact [service] happened, that [Mr. Stout] identified himself as a process server, said he had legal papers for you, tried to give you the legal papers…and that he left the legal papers [on-site]. It just doesn't make any sense that he came, asked you who you were, tried to give you the papers, and then left without posting those papers somewhere.* Id.

The foregoing findings certainly provide an adequate record documenting the facts upon which the trial court relied to determine that the Oakes failed to meet their burden of proof. The Oakes' argument is simply another attempt by the Oakes to dispute the trial court's conclusion that their evidence was not found to be credible.

B. The Appellate Court Properly Concluded that the Trial Court Provided Sufficient Findings Regarding Whether to Vacate the Judgment Under CR 60(b)(1).

The Oakes similarly argue that the trial court did not make the required findings necessary to deny their motion under CR 60(b)(1). *Pet. at 12*. Pursuant to CR 60(b)(1), the court has discretion to relieve a party from a final judgment on the grounds of mistakes, inadvertence, surprise, excusable neglect or irregularity in obtaining a judgment or order. The motion must also be made within a reasonable time not more than one year after the judgment, order, or proceeding was entered or taken. CR 60(b).

The *White* court held that the trial court's discretion to set aside a default judgment is based on consideration of four factors:

(1) There is substantial evidence to support, at least prima facie, a defense to the claim asserted by the opposing party;

(2) The moving party's failure to timely appear in the action, and answer the opponent's claim, was occasioned by mistake, inadvertence, surprise or excusable neglect;

(3) That the moving party acted with due diligence after notice of entry of the default judgment; and

(4) That no substantial hardship will result to the opposing party. *White*, 73 Wn.2d at 352.

Per *White*, "the first two are the major elements to be demonstrated by the moving party, and they, coupled with the secondary factors, vary in dispositive significance as the circumstances of the particular case dictate." *Id.* Further, the Court of Appeals will not relieve a defendant of a judgment taken against him due to his willful disregard of process, or due to his inattention or neglect where there has been no more than a *prima facie* showing of a defense on the merits. *Commercial Courier Service, Inc. v. Miller*, 13 Wn.App. 98, 106, 533 P.2d 852 (Div. 1, 1975).

CR 60(b) makes the question of the timeliness of a motion to vacate analytically distinct from the reasons for which relief from a judgment may

be granted. *Luckett v Boeing Co.*, 98 Wn.App. 307, 314-15, 989 P.2d 1144 (Div. 1, 1999). Accordingly, "the *White* factors are most appropriately applied not to the question of timeliness but rather to determining whether sufficient grounds exist for vacating a judgment under CR 60(b)(1)." *Id.*

Here, the trial court provided findings regarding diligence, confirming that it did not believe the Oakes timely filed their motion. Accordingly, per *Luckett*, her analysis could have ended there. However, she additionally addressed the *White* factors, including: 1) whether the Oakes acted with due diligence after notice of entry of the default judgment; 2) whether the failure to timely appear in the action and answer the opponents claim was "occasioned by mistake, inadvertence, surprise or excusable neglect"; and 3) whether the Oakes had a meritorious defense.

Addressing the due diligence factor, the trial court found "there wasn't really reasonable diligence to get the order…of default set aside and the default judgment set aside." RP (9.9.16) 50-51. This finding was based on the several facts as determined by the court: there was a protracted history of issues concerning the Oakes' property that the Oakes were long aware of; the Oakes had in fact been properly served 13.5 months before they moved to vacate; they had received and signed for a letter providing notice and a copy of the default judgment 8.5 months before moving to

vacate; and also admitted they were served with documents notifying them about the judgment 4.5 months before moving to vacate. *Id.*

Further, the court implicitly determined based on the findings above that the Oakes did not timely appear in the case due to mistake, inadvertence, surprise or excusable neglect. This is particularly apparent given that: 1) their reason proffered for delay was based on the failed argument that they were never properly served; and 2) Mr. Oakes admitted that he had signed the certified receipt for the copy of the default judgment in October 2015. Indeed, the court specifically noted that "the one thing that is clear was this was not out of the blue." RP (9.9.16) 50.

The court further determined that the Oakes did not make a *prima facie* showing of a defense on the merits, concluding: "And in terms of the paperwork and the motion, I'm not finding a meritorious defense to the fact that the money was owed and the fees were incurred…" RP (9.9.16) 51.

The Oakes take issue with the fact that the court did not specifically state on the record that it was considering the Oakes' evidence concerning its defenses in the light most favorable to the Oakes. But they cite no authority indicating that this explicit statement is somehow required. In the meantime, given that the trial court determined at the outset that the Oakes did not timely file, it technically had no obligation to reach and address the *White* factors. *See Luckett*, 98 Wn.App. 314-15.

C. The Appellate Court Could Properly Rely on a Lack of Due Diligence As the Sole Ground for Denying the Motion to Vacate and Had Sufficient Trial-Court Findings and Evidence To Do So.

The Oakes appear to argue that the Appellate Court could not rely on the trial court's finding of a lack of due diligence alone to justify a denial of the Oakes' motion. *Pet. at 17.* But the *Luckett* court found that the trial court did not abuse its discretion for refusing to excuse a lack of due diligence simply and solely "where no valid reason for delay was offered." *Id. at 314.* Here, again, the Oakes provided no good reason for the delay. Further, as noted above, the trial court's finding on "reasonable diligence" in the filing of the Oakes' motion was pertinent not just to the *White* factors but also to timeliness, which as the *Luckett* court pointed out involves a separate analysis.

The Oakes argue that the Court of Appeals' ruling was flawed because the trial court "did not make a determination of when the Oakes were both made aware of the Default Judgment (not the complaint)." *Pet. at 17*. This argument is based on the Oakes' argument that they were both not made aware of the default judgment until they were served with a collections action on the judgment in March 2016. But even if that argument were hypothetically correct, the trial court did find that they still waited 4.5 months to file their motion after that second service, which a court may

determine is a sufficient delay to justify denying a motion to vacate when no good cause for the delay is shown.

Washington courts have repeatedly upheld denials of a motion to vacate with a shorter time span between receiving notice of a judgment or order and moving to vacate than occurred here. *See, e.g., In re Estate of Stevens*, 94 Wn.App. 20, 35, 971 P.2d 58 (Div. 2, 1999) (Court upheld findings of no due diligence when a party did nothing to set aside an order of default until almost three months after its entry); *Luckett*, 98 Wn.App. at 313 (No abuse of discretion when plaintiff's counsel waited four months after learning of dismissal to move to vacate without any valid excuse given).

D. The Oakes Are Not Entitled to Special Consideration Due to Their Decision to Represent Themselves.

The Oakes argue they are entitled to some sort of special treatment because they chose to represent themselves until their appeal was denied. *Pet. at 19.* The Oakes are not entitled to such special treatment, especially under the circumstances of this particular case. In this state, when undertaking the role of a lawyer, a *pro se* litigant assumes the duties and responsibilities and is accountable to the same standards of ethics and legal knowledge. *Batten v. Abrams*, 28 Wn.App. 737, 739 n.1, 626 P.2d 984 (Div. 3, 1981); S*ee also Edwards v. Le Duc*, 157 Wn.App. 455, 460, 238 P.3d

1187 (Div. 2) ("A trial court must hold *pro se* parties to the same standards to which it holds attorneys."). Pro se litigants are also bound by the same rules of procedure and substantive law as attorneys. *Westberg v. All-Purpose Structures Inc.*, 86 Wn.App. 405, 411, 936 P.2d 1175 (Div. 2, 1997).

In fact, courts can abuse their discretion by providing *pro se* parties with special consideration. In *Edwards*, the appellate court found that the lower court overstepped the bounds of impartiality by repeatedly assisting a pro se, brain-injured motorist during the trial of her personal injury action; accordingly the trial court abused its discretion by denying the defendant's motion for a new trial. *Edwards,* 157 Wn.App at 460-61.

The legal support cited by the Oakes further does not support their position that their *pro se* status should have been considered in either the trial court's or appellate court's analyses. In the *White* case, the court simply noted that the movant had relied in good faith on the assurance of his insurance against that the insurer would be providing a defense. *White*, 73 Wn. 2d at 354-355. The Oakes also inaccurately claim *Haines v. Kerner*, 404 U.S. 519 (2012), supports the premise that *pro se* parties are provided "extra leeway in meeting the procedural rules governing litigation, and trial judges must make some effort to protect a party so appearing from waiving a right to be heard because of his or her lack of legal knowledge." *Pet. at*

19. In *Haines,* the Court simply held that the allegations of a *pro se* complaint are held to "less stringent standards than formal pleadings drafted by lawyers." *Id.* at 520-21. Pleading sufficiency is not an issue here. *Enron Oil Corp, v. Diakuhara*, also cited by the Oakes for the same premise, sets forth a legal doctrine that, based on the extensive binding citations above, has not been adopted by our state courts. *Id.*, 10 F.3d 90 (2d Cir., 1993).

Most importantly, the Oakes were never denied a right to be heard or found to have violated procedural rules during the litigation process. To the contrary, their extensive briefing indicates that the Oakes or someone assisting the Oakes was certainly capable of drafting legal briefing and arguing and supporting a case.

VI. REQUEST FOR ATTORNEYS' FEES AND COSTS

The Association requests that the Court award it reasonable attorneys' fees and costs incurred in responding to the Oakes' Petition for Review as required under the Association Declaration. The Declaration entitles the Association to reasonable attorneys' fees and costs with respect to both enforcement and collection matters. At this point, the instant case started out as a covenant enforcement matter and has evolved into both a covenant-enforcement and assessment-collection matter.

Per Section 10.4.2, the Board, acting as the Hearing Board for enforcement matters, may require a non-prevailing party to reimburse the

Association for its costs, "including reasonable attorneys' fees," incurred in connection with the violation. CP 80.

Per Section 10.5:

> *In any judicial action to enforce compliance with the Governing Documents or a Board Decision, the prevailing party, including the Association, shall be entitled to recover from the non-prevailing party, whether or not the action proceeds to judgment, its costs and a reasonable sum for attorneys' fees incurred in connection with the action, in addition to taxable costs permitted by law.* CP 81.

Per Section 4.10, the Association is entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments. Section 4.10 also expressly entitles the prevailing party in an action to recover costs and reasonable attorneys' fees on appeal and in the enforcement of a judgment.

Finally, per Section 4.14, in any action to foreclose a lien for nonpayment of delinquent Assessments, any judgment rendered against the Owner of the Lot must include "a reasonable sum for attorneys' fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of the action in addition to taxable costs permitted by law."

VII. CONCLUSION

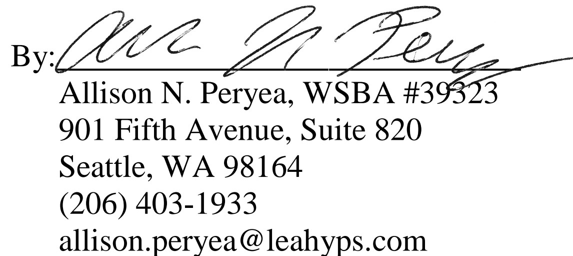
No justification exists for the Court to grant review under RAP 13.4(b). The Oakes present no conflict of law—based on persuasive or binding authority—arising from the Court of Appeal's decision in this

matter. As determined by that court, the trial court provided sufficient findings and had sufficient grounds to deny the motion to vacate. And neither the trial court nor the appellate court had an obligation to put a thumb on the scales for the Oakes because they chose to represent themselves. Accordingly, because the appellate decision complied with existing law, there is certainly no issue of public interest involved in this matter. Even if there was hypothetically a conflict, the case is unpublished and accordingly is not binding authority. Ultimately, this is just a case about petitioners who refuse to accept court decisions when those decisions do not favor them.

The respondents respectfully request that this Court deny review of the Court of Appeals decision.

Respectfully submitted this 5th day of January, 2018.

LEAHY FJELSTAD PERYEA

By: 

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CERTIFICATE OF SERVICE

I certify that on January 5, 2018, I electronically filed the foregoing Answer to Petition for Review with the Court using the Washington State Appellate Court's Portal which a copy of the uploaded file will be e-mailed to:

Via	To:
	Counsel for Appellants Oakes:
☐ First Class Mail	Corey Evan Parker
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Dated this 5th day of January, 2018.

Marison Zafra, Paralegal

5LEAHY FJELSTAD PERYEA

January 05, 2018 - 10:16 AM

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