No. 95286-8

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

MICHAEL SHIELDS and BONNIE SHIELDS,

Defendants/Appellants,

v.

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR SAXON ASSET SECURITIES TRUST 2006-2 MORTGAGE LOAN ASSET BACKED CERTIFICATES, SERIES 2006-2,

Plaintiff/Respondent.

ANSWER TO PETITION FOR REVIEW

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I. INTRODUCTION

The Petition for Review before this Court arises out of a judicial foreclosure action brought by Deutsche Bank National Trust Company as Trustee for Saxon Asset Securities Trust 2006-2 Mortgage Loan Asset Backed Certificates, Series 2006-2 (the "Trust") after borrower Michael Shields and his sister, Bonnie Shields (collectively, the "Shields") defaulted on a promissory note and deed of trust. It is undisputed that Mr. Shields obtained a loan, and defaulted, and that foreclosure is appropriate. The only issue in dispute is the Shields' challenge to the Trust's standing to foreclose. Specifically, the Shields argue that the indorsement on the original note is not identical to the name of plaintiff in this action, but instead provides: "Deutsche Bank National Trust Company as Trustee for the registered holders of Saxon Asset Securities Trust 2006-2 Mortgage Loan Asset Backed Certificates, Series 2006-2."

This minor variance (addition of the words "registered holders") in the name on the indorsement is not dispositive and the Shields' challenges are not supported by Washington law. First, the Note contained a blank indorsement in addition to the specific indorsement. Washington law dictates that a party in possession of a blank indorsement is the holder of the Note, entitled to enforce. Second, under Washington law, where a negotiable instrument is made payable to a trust, or a person described as a

trustee, the instrument is payable to the trustee, *whether or not the beneficiary is also named.* In this case, there is no dispute that the Note was made payable to Deutsche Bank National Trust Company, acting as the trustee for the Trust. Accordingly, the Trust is authorized to enforce the Note. Third, under Washington law, a negotiable instrument (such as a note) is payable to the person identified by the signer, even if that person is identified by an incorrect name. RCW 62A.3-110. Moreover, here, the Pooling and Servicing Agreement and sworn evidence conclusively proved that the Note was conveyed to Deutsche Bank National Trust Company for the benefit of the Trust. The Shields submitted no evidence to dispute these facts, and the Trust is accordingly the holder and/or party with the rights of the holder.

Finally, the Shields' appeal could have been independently affirmed on the grounds of res judicata/collateral estoppel, as the Shields had already made similar arguments in previous litigation.

In sum, the Shields fail to identify any error and also fail to explain why this case warrants this Court's attention on a petition for review. Accordingly, this Court should deny the Petition.

II. COUNTERSTATEMENT OF THE ISSUES

1. Is there any basis, as required under the Washington Rules of Appellate Procedure ("RAP"), Rule 13.4(b), for this Court to accept

discretionary review of the Court of Appeals' unpublished opinion affirming grant of summary judgment in this routine foreclosure case?

2. Is the Trust entitled to an award of attorney's fees and costs incurred in responding to Defendants' Petition for Review?

III. COUNTERSTATEMENT OF THE CASE

A. The Shields Take Out a Loan to Purchase Property, and the Loan is Securitized and Held by the Trust

On March 31, 2006, Michael Shields ("Mr. Shields") executed an Adjustable Rate Note (the "Note") in the amount of $380,000.00, payable Saxon Mortgage, Inc. ("Lender") (CP 949; 953; 956-962; Petition at 1.) The Note was secured by a deed of trust encumbering real property located in Renton, Washington ("Deed of Trust.") (CP 953; 964-983). Both the Note and the Deed of Trust expressly provided that the Lender may transfer the Note to another. (CP 949 at § 1.)

The Loan was ultimately securitized into a trust. As explained in the Pooling and Servicing Agreement Dated as of May 1, 2006 (the "PSA") (CP 693), and Schedule I of the PSA (the "Mortgage Loan Schedule"),[1] and the Declaration of Ronaldo Reyes, a Vice President of Deutsche Bank National Trust Company, the Loan was conveyed to Deutsche Bank National Trust Company, as Trustee for Saxon Asset

[1] The mortgage loans held in the trust are identified in the Mortgage Loan Schedules. (CP 726.) The Subject Loan is identified in Schedule 1 of the PSA. (CP 892-902.)

Securities Trust 2006-2, Mortgage Loan Asset Backed Certificates, Series 2006-2 (the "Trust"). (CP 690). Schedule I of the PSA specifically identifies the Loan as having been transferred into the Trust. (CP 899).

Deutsche Bank National Trust Company is the trustee and document custodian for the Saxon Asset Securities Trust 2006-2, Mortgage Loan Asset Backed Certificates, Series 2006-2. (CP 690.) Accordingly, on April 12, 2006, Deutsche Bank received into its custody the original Note. (CP 206.) On March 7, 2013, the collateral loan file for the Loan, including the original Note and Deed of Trust, was delivered to the Trust's counsel. (CP 404, ¶ 3; CP 953, ¶ 12). Since March 7, 2013, the Note and Deed of Trust have been stored in a safe on behalf of the Trust at their counsel's office. (CP 404, ¶ 3; CP 953, ¶ 12).

B. The Shields Default and File a Lawsuit to Stop Foreclosure

Mr. Shields defaulted under the terms of the Note and Deed of Trust by failing to perform monthly payment obligations. (CP 954). On January 5, 2012, the servicer of the Loan sent a Notice of Default, advising Mr. Shields that the loan was in default and would be foreclosed. (CP 987.) Subsequently, a non-judicial foreclosure was initiated (CP 375); however, it ultimately did not take place due to the Shields filing a lawsuit to stop it. (CP 437.)

On December 31, 2012, Mr. Shields filed a Complaint with the King County Superior Court under Cause Number 12-2-41339-8 ("Prior Litigation"), naming various parties involved in the non-judicial foreclosure as defendants. (CP 629.) The Complaint alleged multiple claims premised on the allegation that the identity of the note holder and beneficiary of the loan had been misrepresented to him and challenging the Trust's standing to foreclose. (CP 424, 629-641, 927.) On July 25, 2014, the Trial Court entered an Order Granting the Trust's Motion for Summary Judgment in the case and dismissing all claims with prejudice. *Shields v. Regional Trustee Services Corporation, et al.*, 12-2-41339-8. (CP 933-935.)

C. Deutsche Bank Initiates a Judicial Foreclosure Action and the Shields File a Motion to Dismiss

On August 15, 2014, the Trustee filed a complaint for judicial foreclosure and declaratory relief. (CP 1, 1517.) The Shields filed a Motion to Dismiss, challenging the Trust's standing on the grounds that the note indorsement identified as payee "Deutsche Bank National Trust Company, as trustee for the registered holders of the Saxon Asset Securities Trust 2006-2 Mortgage Loan Asset Backed Certificates, Series 2006-2," whereas the caption of the complaint identified "Deutsche Bank National Trust Company, as trustee for the Saxon Asset Securities Trust

2006-2 Mortgage Loan Asset Backed Certificates, Series 2006-2." (CP 154.) The Shields also challenged the Trust's standing to foreclose based on two assignments of the deed of trust. The Shields took issue with the assignment language because the 2008 assignment identifies "Deutsche Bank National Trust Company as Trustee for Saxon Asset Securities Trust 2006-2," (CP 63), while the 2010 assignment identifies "Deutsche Bank National Trust Company, as Trustee for the registered holders of Saxon Asset Securities Trust 2006-2, Mortgage Loan Asset-Backed Certificates, Series 2006-2." (CP 65.)

On July 17, 2015, the Court heard argument on the Motion to Dismiss, but did not rule, instead requesting further briefing. (CP 1510.)[2] The Court acknowledged that the Trust raised res judicata as a defense to the Shields' arguments, but did not consider the issue. (*Id.*)

In its supplemental briefing, the Trust provided legal authority, as further discussed below, that (1) it was the holder of the Note and therefore automatically entitled to enforce both the Note and Deed of Trust; (2) assignments of the Deed of Trust are immaterial to standing to foreclose, which is governed by whether a party is the party entitled to

[2] The Shields' Petition for Review points to statements made at this hearing by the Court, arguing the Trial Court found that the Trust was not the holder of the Note or real party in interest. (Petition at 2, 7.) The citations to the record are not accurately described by the Shields, as the Trial Court decided at the initial hearing that it did not have enough briefing on the Trust's standing to enforce the Note and Deed of Trust. (CP 455; 1501.)

enforce the note; (3) under Washington law, a trustee is entitled to enforce a negotiable instrument whether or not the beneficiary of the trust is named in the indorsement; and (4) a holder may enforce a note even if the holder's name is stated incorrectly on the note. (CP 469, 472-473, 483.)

The Shields filed supplemental briefing, but failed to present any evidence or reasoned legal argument showing that the Trust was not the party entitled to enforce the Note. (CP 465). On September 3, 2015, the Court denied the Shields' Motion to Dismiss. (CP 1514.)

D. Deutsche Bank Moves for Summary Judgment in its Foreclosure Action

On December 15, 2015, the Trust moved for summary judgment. In support of its motion, the Trust put forth evidence demonstrating (1) that Mr. Shields executed a note and deed of trust that authorized acceleration of the debt and foreclosure;[3] (2) that Mr. Shields had defaulted;[4] and (3) that the Trust was the owner and holder of the note. The Trust presented declarations[5] attesting that (1) Deutsche Bank National Trust Company was the trustee and custodian for the Trust; (2) providing the Pooling and Servicing Agreement between Saxon and Deutsche Bank National Trust Company as well as the Mortgage Loan Schedule showing that the Note was conveyed to the trustee for the benefit

[3] CP 947-949.
[4] CP 945.
[5] CP 685-999; CP 1208-1355.

of the certificate holders of the Trust; (3) attesting to possession of the Note by the Trust (CP 1405); and (4) providing a true and correct copy of the original Note. (CP 953, ¶ 9; CP 956-961.)

The Note contained two different endorsements from the Lender: (1) an endorsement on the face of the Note to "Deutsche Bank National Trust Company, as Trustee for the registered holders of Saxon Asset Securities Trust 2006-2 Mortgage Loan Asset Backed Certificates, Series 2006-2;" and (2) an allonge to the Note containing a blank endorsement. (CP 960-961.) A scanned image of the original Note was made at the summary judgment hearing and entered on the record by the Court, (CP 1488-1494), and no evidence was offered to dispute possession or the content of the original note.

In its Motion for Summary Judgment, the Trust also provided the pleadings from the Prior Lawsuit to demonstrate collateral estoppel. (CP 919-935.)

In reply, the Shields alleged that questions of fact remained, challenged the assignments and endorsements, and argued that Deutsche Bank National Trust Company as Trustee was required to be both the note holder and note owner to foreclose. (CP 1359-1370.) The reply included additional documents (CP 1372-1419), but did not disprove the contents of the original Note. Ultimately, the Trial Court granted summary judgment.

E. The Shields' Appeal and Petition for Review

The Shields filed a Notice of Appeal, and the Court affirmed in an unpublished decision. *Deutsche Bank Nat'l Tr. Co. for Saxon Asset Sec. Tr. 2006-2 Mortgage Loan Asset Backed Certificates Series 2006-2 v. Shields*, 200 Wn. App. 1057, 2017 WL 4351473 (2017). Defendants filed an untimely Petition for Review, which this Court allowed. As discussed further below, none of the arguments raised in the Petition warrant this Court's review.

IV. REASONS WHY REVIEW SHOULD BE DENIED

This Court should deny Defendants' Petition for Review. The Shields fail to point to an actual error in the Court of Appeals' ruling or raise a legitimate issue warranting reversal of the trial court's grant of summary judgment. Moreover, the Shields' arguments could be independently disposed of on the grounds of res judicata. Finally, the Shields' Petition does not satisfy this Court's standards for review.

A. The Shields' Petition for Review is Unsupported by Authority and Raises No Legitimate Legal Issue

The Shields' Petition for Review provides no authority establishing error in the proceedings below. The Court of Appeals and trial court correctly held that the Trust proved its entitlement to foreclose and none of the Shields' arguments to the contrary are correct under the

law. Moreover, even if the Court of Appeals had found otherwise, the Shields' arguments were barred by the doctrine of res judicata.

1. The Trust satisfied its burden of showing that summary judgment was warranted and there were no issues of fact

It is undisputed that Mr. Shields executed the Note and Deed of Trust at issue in this case, and that those documents allow for foreclosure in the event of default. (CP 953-983; CP 532; CP 922; CP 944-949; 956, 958; 966.) The only issue on summary judgment was whether the Trust had standing to foreclose. The Uniform Commercial Code Article 3, which is codified in the Revised Code of Washington ("RCW"), is the substantive state law governing negotiable instruments, including promissory notes. The Shields' Petition for Review repeatedly states that only a holder may enforce a Note, and that the Trust was not the holder because of minor discrepancies in the endorsement's wording. (Petition at 3, 4.) To the contrary, the RCW provides for multiple categories of persons who are entitled to enforce negotiable instruments, including (1) the holder the instrument, (2) a non-holder in possession of the instrument who has the rights of a holder, and (3) under limited exceptions not applicable here, a person not in possession of the instrument.[6] RCW 62A.3-301. The Trust was only required to establish

[6] *See* RCW 62A.3-301 (enforcement of lost instruments) or RCW 62A.3-418(d) (enforcement of dishonored instrument).

entitlement to enforce the Note under one of these criteria, in order for entitlement to foreclose through the Deed of Trust to vest in the Trust as well. *Bain v. Metropolitan Mortg. Group, Inc.*, 175 Wn.2d 83, 104, 285 P.3d 34 (2012). ("Washington's deed of trust act contemplates that the security instrument will follow the note, not the other way around."); *Am. Sav. Bank & Trust Co. v. Helgesen*, 64 Wn. 54, 61, 116 P. 837 (1911) ("*Am. Sav. Bank*") ("There is no doubt that a mortgage, or any other security given for the payment of a bill or note, passes by transfer of the bill or note to the transferee."). Here, as further explained below, the Trust established through evidence that it was the party entitled to enforce the Note because it qualified as a holder in multiple respects, or as a party in possession with the rights of a holder.

a. The Trust proved it was the party entitled to enforce the Note as a holder under the blank indorsement or the special indorsement

The UCC provides that note "holder" is "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(b)(21)(A). A blank indorsement is considered an indorsement payable to bearer and a note with a blank indorsement can be negotiated by transfer alone. RCW 62A.3-205(b).

Here, it is undisputed that the Trust possessed the Note and that the Note contained an allonge with a blank indorsement. An allonge that is affixed to an instrument is legally a part of the instrument. RCW 62A.3-204. Accordingly, the Trust was entitled to enforce the Note as the holder under RCW 62A.1-201(b)(21)(A). Indeed, the Court of Appeals decision in this case noted that the Shields' appellate briefing "fail[ed] to explain why [the Trust's] possession of the note is not dispositive [due to the blank allonge]." *Shields*, 2017 WL 4351473, at *2. The Shields' Petition also omits any discussion of this issue.

Further, the Note also contains a special indorsement made out to "Deutsche Bank National Trust Company as Trustee for the registered holders of Saxon Asset Securities Trust 2006-2 Mortgage Loan Asset Backed Certificates, Series 2006-2." (CP 960.) The judicial foreclosure action was brought by "Deutsche Bank National Trust Company as Trustee for Saxon Asset Securities Trust 2006-2 Mortgage Loan Asset Backed Certificates, Series 2006-2." (CP 1) Both the Note and the complaint clearly identify (1) Deutsche Bank National Trust Company as the trustee and (2) the Saxon Asset Securities Trust 2006-2, Mortgage Loan Asset Backed Certificates, Series 2006-2. It is immaterial that there is a minor deviation in the indorsement because it mentions "registered holders." Under Washington law, "if an instrument is payable to a

trust...or a person described as a trustee...the instrument is payable to the trustee...regardless of whether the beneficiary or estate is also named." CW 62A.3-110(2)(i). Here, the indorsement on the Note clearly identifies the trustee, and the name of the Trust therefore need not have been stated in the indorsement at all.

Finally, Washington law expressly acknowledges that a payee may be incorrectly identified in an indorsement and expressly authorizes enforcement of the note in spite of an erroneous indorsement. RCW § 62A.3-110(a). *See also In re McFadden*, 471 B.R. 136, 174 (Bankr. S.C. 2012) (citing South Carolina's corollary version of the UCC and holding minor deviation in an indorsement is immaterial.)

b. The Trust proved the Note had transferred to it and it had the "rights of a holder"

Even if this Court disagreed with the above and concluded that the Trust was not a holder due to the discrepancy between the indorsement and the name of the plaintiff Trust, the Trust established it was entitled to enforce even as a non-holder because it has the "rights of a holder" under RCW 62A.3-301. A "nonholder in possession of the instrument who has the rights of a holder" under RCW 62A.3-301 includes persons who acquire physical possession of a note not indorsed to them, from a holder who intends to transfer his enforcement rights. *See* RCW 62A.3-203(a)

("instrument is transferred when it is delivered by a person other than its issuer for the purpose of giving to the person receiving delivery the right to enforce the instrument"); RCW 62A.3-203(b) ("Transfer of an instrument . . . vests in the transferee any right of the transferor to enforce the instrument . . . .") *See also Ford Consumer Finance Co., Inc. v. Fidelity Nat. Title Co. of Washington*, 86 Wn. App.. 1005 (1997) (holding delivery by one entity to another of an original promissory note in exchange for funding a loan was "clearly for the purpose of transferring ownership of the note and the means to enforce the note. Thus, this expression of intent, without more, was sufficient to transfer ownership of the Note to [the transferee]."); RCWA § 62A.3-203 (West), Uniform Commercial Code Comments, § 2 ("If the transferee is not a holder because the transferor did not indorse, the transferee is nevertheless a person entitled to enforce the instrument under Section 3-301 if the transferor was a holder at the time of transfer.")

Here, Deutsche Bank National Trust Company as Trustee provided sworn evidence showing that (1) the Loan was conveyed to Deutsche Bank National Trust Company, as Trustee for Saxon Asset Securities Trust 2006-2, Mortgage Loan Asset Backed Certificates, Series 2006-2,[7] (2) the Loan was conveyed to the Trust for the benefit of the

[7] (CP 690)

certificateholders of the Trust, as part of a Pooling and Servicing Agreement,[8] and (3) the Trust is the owner of the Note.[9] (CP 953). There can be no dispute that the Trust received the Note from a party entitled to enforce it, because it received the Note from the original lender, Saxon Mortgage. Accordingly, the Trust obtained the right of Saxon to enforce the Note. *See, e.g., In re Tarantola*, 491 B.R. 111, 119-20 (Bankr. D. Ariz. 2013) ("Even if the indorsements were insufficient to render Defendant a holder, Defendant meets all of the nonholder criteria . . . .")

c. *Assignments to the Deed of Trust are Immaterial in Light of Proof that the Trust is the Party Entitled to Enforce the Note*

The Shields' Petition briefly challenges the identification of the Trust in Assignment of Deed of Trust documents, arguing there are more discrepancies in the name of the Trust in those documents. (Petition at 11.) This claim fails for several reasons. First, each assignment consistently refers to the Saxon Asset Securities Trust 2006-2,[10] as well as to Deutsche Bank National Trust Company. Second, the assignments are assignments to the deed of trust, and accordingly, neither assignment legally changes the party entitled to enforce the note. An indorsement must be on the instrument or an allonge, RCW 62A.3-204, and neither assignment satisfies that requirement.

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[8] (Id.)
[9] (CP 953)
[10] (CP 63; 65.)

Finally, assignments are not required in Washington to foreclose because the right to enforce a security instrument *automatically* vests in the entity having the right to enforce the promissory note, whose repayment is secured by the deed of trust. *See, e.g., Bain v. Metropolitan Mortg. Group, Inc.*, 175 Wn.2d 83, 104, 285 P.3d 34 (2012). ("Washington's deed of trust act contemplates that the security instrument will follow the note, not the other way around."); *Am. Sav. Bank & Trust Co. v. Helgesen*, 64 Wn. 54, 61, 116 P. 837 (1911) ("*Am. Sav. Bank*") ("There is no doubt that a mortgage, or any other security given for the payment of a bill or note, passes by transfer of the bill or note to the transferee.").

d. The Trust is not required to register to do business in order to enforce a security interest

The Shields also argue that the Trust may not litigate this matter because it has not registered to do business in the state of Washington. However, this argument is unavailing. RCW 23.95.520 of the Uniform Business Organizations Code specifically states that neither acquiring nor enforcing mortgages and security interests in property constitutes "doing business" under the terms of the statute.

e. The Shields' defenses and arguments were precluded by res judicata

In the proceedings below, neither the Trial Court nor the Court of Appeals opted to dispose of this matter on the Trust's alternative ground for summary judgment, establishing that the Shields' arguments that the Trust lacked standing to foreclosed were barred by res judicata. *Shields,* 2017 WL 4351473, at *3. If this Court accepts review, the Trust requests that the Court also review this issue and allow filing of a supplemental brief further expanding on this argument, pursuant to Washington Rule of Appellate Procedure 13.7(d). In sum, here, the Shields' primary argument on appeal and before this Court is that the Trust is not the note holder and beneficiary under Washington law, and therefore lacks standing to foreclose. However, this issue was raised and litigated in the Prior Litigation, when the Shields sought to restrain the Trust's pending nonjudicial foreclosure. (CP 923-924, 927.) The doctrine of collateral estoppel precludes re-litigation of the argument.

B. The Defendants' Petition Does Not Satisfy any Requirement for Acceptance of Review

The Shields' Petition suffers a further defect in that it fails to satisfy this Court's requirements for review. Pursuant to the Washington Rules of Appellate Procedure, Rule 13.4(b), a petition for review to the Washington Supreme Court is accepted only:

> (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.

RAP 13.4(b).

The Shields fail to establish that any of these bases exist. They identify no conflict with the Washington Supreme Court or among any jurisdictions. Indeed, the Court of Appeals' decision was consistent with numerous Washington authorities holding that an entity is entitled to enforce a note through foreclosure upon proof that it is the "holder," of the note, which requires proof only of possession of a note indorsed to the entity or indorsed in blank. *John Davis & Co. v. Cedar Glen No. Four, Inc.*, 75 Wash. 2d 214, 222-23 (1969); *Deutsche Bank Nat. Trust Co. v. Slotke*, 192 Wn. App. 166, 174, 367 P.3d 600 (2016). *See also* RCW 62A.3-301.

The Shields also have not identified an important public interest. Even if they had, the argument would lack merit given the Shields fail to show a single instance of error in the trial court's grant of summary judgment. They have shown no abuse in the proceedings, nor are any other property owners prejudiced when they face valid foreclosure proceedings where it is established on summary judgment that the

property owners are in default and also established that the party seeking to foreclose is the party entitled to enforce the note. To the contrary, this Petition and others like it merely present another delay tactic to keep control of property that the Petitioners have long since stopped paying for.

V. ENTITLEMENT TO ATTORNEYS FEES

The Trust respectfully requests an award of costs and attorneys' fees as the prevailing party pursuant to RAP 14. The Trust also requests an award of its reasonable attorney fees on appeal pursuant to RCW 4.84.330 and RAP 18.1. It is undisputed that the deed of trust provide for an award of attorney fees to the Trust if it is required to litigate to enforce or interpret the provisions of the contract. (CP 24 § 22.) Here, the Trust's foreclosure action and defense of this appeal constitute litigation to enforce the provisions of the contract. Attorney fees are therefore appropriately awarded to the Trust pursuant to RCW 4.84.330. *Deere Credit, Inc. v. Cervantes Nurseries, LLC*, 172 Wn. App. 1 (2012) (awarding attorney fees to prevailing party on appeal where contract allowed fees); *IBF, LLC v. Heuft*, 141 Wn. App. 624, 638-39 (2007) ("[a] contractual provision for an award of attorney fees at trial supports an award of attorney fees on appeal.")

VI. CONCLUSION

For the reasons set forth above, the Trust requests that this Court deny the Defendants' Petition for Review.

DATED this 9th day of April, 2018

HOUSER & ALLISON, APC

By _____

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Attorneys for Respondent Deutsche Bank National Trust Company as Trustee for Saxon Asset Securities Trust 2006-2 Mortgage Loan Asset Backed Certificates, Series 2006-2

CERTIFICATE OF SERVICE

I the undersigned declare as follows: I am over the age of 18 years and am not a party to this action. I certify that on the 9th day of April, 2018, I caused a true and correct copy of this ANSWER TO PETITION FOR REVIEW to be served on the following via first class postage prepaid U.S. Mail:

Michael and Bonnie Shields
2805 Cedar Ave South
Renton, WA 98056

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

Dated: April 9, 2018

HOUSER & ALLISON, APC

By Sharon Kuger
Sharon Kuger
LEGAL ASSISTANT

HOUSER & ALLISON, APC (SEATTLE

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