No. 97576-1

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

DUANE YOUNG, Petitioner,

vs.

TOYOTA MOTOR SALES, U.S.A., Inc., Respondent.

ANSWER TO PETITION FOR REVIEW

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INTRODUCTION

For more than twenty years, it has been the law in the state of Washington that "implicit in the definition of 'deceptive' [under Washington's Consumer Protection Act ("CPA")] is the understanding that the actor misrepresented something of material importance." *Hiner v. Bridgestone/Firestone, Inc.*, 91 Wash. App. 722, 730, 959 P.2d 1158 (1998) (emphasis omitted), *rev'd in part on other grounds*, 138 Wash.2d 248, 978 P.2d 505 (1999). By way of his scattershot Petition For Review, Plaintiff Duane Young seeks to set aside two decades of precedent in this state (and related Federal law) in favor of an application of the CPA that encourages frivolous litigation by consumers seeking to take advantage of an innocent, **immaterial** mistake by a defendant. There is no reason to disturb this well-settled law.

Young further takes issue with the appellate court's "imposition of a 'consumer reliance' requirement upon the 'injury' and 'causation' elements of CPA claims." Young ignores that he, not the trial court or appellate court, injected the issue of reliance into the case. Young consistently posited that he purchased his 2014 Tacoma "based on" Toyota's alleged "false advertising" which "had the capacity to injure anyone who was **exposed to** these communications" including him. (Clerk's Papers ("CP") 244) (emphasis added). After hearing Young's testimony, and assessing his credibility, the trial

court found at least seven reasons it did not believe Young was either exposed to or relied on Toyota's advertisements prior to purchasing his vehicle; concluding that Young's conduct "[was] much more consistent with someone who learned that Toyota had made a mistake and wanted to take advantage of it, than someone who relied upon that item in good faith." *Young v. Toyota Motor Sales, U.S.A.*, 9 Wash.App.2d 26, 39, 442 P.3d 5 (2019). Accordingly, the trial court properly concluded, and the appellate court affirmed, that there was no evidence to support Young's theory of the case that he purchased his vehicle – let alone suffered harm – "based on" Toyota's "false advertising."

Finally, Young's suggestion that a per se unfair or deceptive trade practice "creates an equivalency" to a full CPA violation simply is wrong. As the appellate court properly noted, and as this Court explained in *Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co.*, 105 Wash.2d 778, 785-86, 719 P.2d 531 (1986), demonstration of a per se unfair or deceptive trade practice, satisfies only the first two elements of a CPA claim. In any event, this is of no merit because as the trial court and appellate court properly found, Young did not prove a per se unfair or deceptive trade practice.

Young's Petition fails to present any compelling reason for this Court to accept review. There is no conflict among the Courts of Appeal in this state, nor with this Court. Similarly, there is no issue of substantial public policy requiring action by this Court. In fact, as the

trial court and appellate court correctly held, Mr. Young, a plaintiff with serious credibility issues, should not be allowed to take advantage of Toyota's, **immaterial** mistake, which Young never saw prior to purchase, had no bearing on his purchase, caused him no harm, and which Young only learned about through the company's communication to him many months after his purchase.

Toyota respectfully requests that Young's Petition for Review be denied.

COUNTER-STATEMENT OF ISSUES PRESENTED FOR REVIEW

1. Whether the appellate court's decision is harmonious with appellate precedent from both state and federal courts when it found Toyota's immaterial mistake did not satisfy the first element of Young's CPA claim?

2. Was the appellate court's finding that Young failed to establish he was exposed to and relied on Toyota's mistaken description of the rearview mirror—which was required under the circumstances of this case—consistent with appellant precedent, plaintiff's liability theory, and the trial court's factual findings.

3. Whether the appellate court's decision is harmonious with prior Washington appellate and Supreme Court precedent that a per se unfair or deceptive trade practice satisfies only the first two elements of a CPA claim?

RESTATEMENT OF THE CASE

I. Young Purchased His 2014 Toyota Tacoma with the Limited Option Package

On October 30, 2013, Young, purchased a 2014 Tacoma truck for the total price of $35,686.50. (CP 77, Report of Proceedings ("ROP") 149:13-23). Young claims that three months prior to his purchase (and two months before the vehicles were available for sale) he used the build-a-vehicle feature on Toyota's website. (ROP 144:18-21). The build-a-vehicle feature allows the user to select the type of vehicle they are interested in and then drill down, by selecting a variety of different choices, to build the vehicle to their exact requirements. (ROP 72:11-15). The build-a-vehicle feature does not allow the user to purchase the vehicle from the website. Rather, the user is directed to go to a dealer to purchase a vehicle. (ROP 147:17-25).

After going through this process, Young decided he wanted a 2014 Toyota Tacoma with the Limited Package. (ROP 73:15-18). The build-a-vehicle feature identified the suggested purchase price for the Limited Package as $7,525.00, and listed the following features:

- Heated front sport seat with 4-way adjustable driver's seat;
- Chrome clad alloy wheels with P2565/60R18 tires;
- Chrome grille surround & rear bumper;
- Color-keyed front bumper & over fenders;

- Chrome fog lamp housing;
- Chrome door handles;
- Chrome power outside mirrors with turn signal indicator;
- Fog lamps;
- 115V/400W deck powerpoint;
- Variable speed wipers;
- Metallic tone instrument panel trim;
- Leather-trimmed steering wheel with audio controls and shifter;
- Dual sun visors with mirrors and extenders;
- Auto-dimming mirror with outside temperature gauge and HomeLink® universal transceiver;
- Remote keyless entry system;
- Cruise control;
- Sliding rear window with privacy glass; and
- Entune premium JBL Audio with navigation and app suite. (CP 85).

The build-a-vehicle feature included the following disclaimer:

> For details on vehicle specifications, standard features and available equipment in your area contact your Toyota dealer. **A vehicle with particular equipment may not be available at the dealership**. Ask your Toyota dealer to help locate a specifically equipped vehicle.

> **All information presented herein is based on data available at the time of posting, is subject to** change **without notice** and pertains specifically to mainland U.S.A. vehicles only. (Exhibit 1) (Emphasis added).[1] *Id*.

Young had difficulty locating a Toyota Tacoma with the Limited Package and with the bed size (long) and exact color (gray/silver) he wanted. (ROP 88:4-90:25). When he finally located the exact vehicle he wanted, he flew from Eugene, Oregon, where he resides, to Burlington, Washington to pick up the vehicle. (ROP 90:24-91:13). Upon arriving at the dealership, he was told that his vehicle was not available because it had been vandalized the night before and the rear window had been broken out of the vehicle. (ROP 93:12-17). It turned out that the dealership had an identical vehicle on the lot, even though the dealership manager was unaware of the second vehicle until Young pointed it out to him. (ROP 93:21-94:4). Since this was not the same vehicle that had been set aside for Young, the second vehicle had to be prepared for Young before he could take ownership of it. (ROP 93:3-95:10).

[1] Plaintiff takes issue with what he describes as the "'gotcha disclaimer'" on Toyota's build-a-vehicle feature. Plaintiff provides no case law to suggest that WAC 308-66-152(3)(a)(iii) applies to Toyota's build-a-vehicle feature, which is not a static "printed material." In any event, the disclosures on Toyota's build-a-vehicle website feature comply with WAC 308-66-152(3)(a)(iii). *See* CP 85.

II. Toyota Learns that a Limited Number of 2014 Tacoma Trucks Were Shipped With an Inadvertent Error on the Monroney Label and Corrects the Error

In late October 2013, Toyota learned that a very limited number of MY 2014 Tacoma trucks with the Limited Option Package were shipped with an inadvertent error on the Monroney label indicating the vehicles contained an outside temperature gauge as part of the rear view mirror. (ROP 255:12-20). The Monroney labels also incorrectly indicated that the rearview mirror contained a postage-sized view of the back-up camera. (ROP 254:1-5). In fact, the rear camera view had been enlarged and moved to the dashboard console. (ROP 254:6-9). As even Young admitted, this was an upgrade. (ROP 173:4-174:7).

On October 22, 2013, immediately after Toyota became aware of the mistake, and eight days before Young purchased his vehicle, it sent a memorandum to Toyota's regional representatives advising them of the error; informing them that new Monroney labels would be available to print the next morning, and requesting that they forward the revised Monroney labels to the dealers. (ROP 255:18-256:21). Toyota sent several other communications to the regional representatives and the dealers to ensure that dealers were alerted to the issue and erroneous Monroney labels were removed and replaced with corrected versions. (ROP 296:12-23). Toyota also updated all digital brochures and Toyota's website to ensure that the information

related to 2014 Tacoma trucks with the Limited Option Package was accurate. (ROP 301:4-25).

Although the temperature gauge may have been listed on the Monroney label, no customer was in fact charged for the part. (ROP 351:4-25). This is because the temperature gauge was never supposed to be included in the Limited Option Package for the 2014 Tacoma and the mistake was a transcription error from the 2013 model year Monroney label. (ROP 253:16-21).

III. Toyota Offers to Compensate Affected Customers for the Mistake

In mid-December 2013, Toyota sent a letter to those customers (147 nationwide, and 3 in the state of Washington) that ***may*** have purchased a Tacoma with a Limited Package with an incorrect Monroney label, identifying the inadvertent error and offering them $100 for any inconvenience the mistake may have cost them. (ROP 282:7-19; 303:11-13: 324:20-326:5; 326:7-9).

IV. Young Rejects Toyota's Offer

Young rejected Toyota's initial $100 offer. (ROP 128:12-16). Toyota then offered to install an outside temperature gauge in Young's vehicle free of charge. (ROP 128:21-129:8). Young rejected that offer because Toyota was only able to offer him the aftermarket part without the manufacturer's warranty. Toyota then offered Young $500 for the missing outside temperature gauge. (ROP 132:8-12). Young also rejected that offer. (ROP 132:14-15). In early 2016 – after

he filed this action and pursued an unrelated Lemon Law case against Toyota – Young sold his vehicle to a third party for $30,500.00 – $2,744.31 more than the repurchase value. (ROP 133:25-136:6; 185:10-17).

V. The Trial Court Identified at Least Seven Areas Where it Questioned Plaintiff's Credibility.

Following a two-day bench trial, the trial court issued a detailed and comprehensive 44-page opinion explaining its evaluation of the evidence presented. The trial court found "at least seven areas" in which it questioned Young's credibility, including with respect to whether Young saw the inaccurate information ***prior*** to purchase. (CP 462-467). This includes, but is certainly not limited to, Young's inconsistent testimony about whether he saw a Monroney label containing the inaccurate information prior to purchase. *Id*. At trial, Young testified that he saw the Monroney label when he test dove a 2014 Tacoma in July or August of 2013, but at deposition Young testified that he did not see the inaccurate information on the Monroney label until well after he purchased his vehicle. (CP 467). The trial court found that Young's deposition testimony was far more credible because Young could not have seen the Monroney label with the inaccurate information related to the temperature gauge during his July-August 2013 test drive because the 2014 Tacoma was not introduced into the market until months later. (CP 463; *see also* ROP 260:22-261:19). Similarly, the trial court found Young's testimony

that he was aware of the reference to the temperature gauge on the build-a-vehicle website incredible and "the credibility issues I am looking at may actually show that Mr. Young really did not notice the missing temperature gauge was advertised as a feature until it was brought to his attention [by Toyota]." (CP 462).

In short, Young provided no evidence, let alone credible evidence, that the inaccurate information related to the temperature gauge reached a substantial portion of the population; and as to Young himself, there was no credible evidence that Young saw the mistake prior to his purchase.

ARGUMENT WHY REVIEW SHOULD BE DENIED

I. The Appellate Court's Decision Is Consistent With All Other Appellate Decisions That Have Defined "Deceptive" To Mean "Something Of Material Importance."

Young argues that the appellate court's "decision to graft a 'materiality' prong to the 'unfair or deceptive' element of a CPA claim contradicts previous decisions of both the Washington Supreme Court and appellate courts…" (Petition 9). Young fails to cite a single appellate court or Supreme Court decision in conflict with the appellate court's ruling. Instead, Young cites to Justice Fearing's concurring opinion in the appellate court's decision. *Id*. Yet, nothing in the concurring opinion supports the supposed "contradiction" of applying a materiality standard. Justice Fearing advocates for the application of a materiality requirement in a CPA claim; his only

concern was whether materiality should apply to the first element, the fourth and fifth elements, or be treated as a separate, sixth element. *Young*, 442 P.3d at 13-14.[2]

As the appellate court recognized, the CPA does not define "unfair or deceptive practice." *Young*, 442 P.3d at 9. However, since 1998, courts have repeatedly stated that ''[i]mplicit in the definition of 'deceptive' is the understanding that the actor misrepresented something of material importance.'' *Hiner*, 91 Wash.App. at 730. In fact, since the *Hiner* decision, literally dozens of courts in the state of Washington (in published and unpublished decisions) have cited *Hiner* as reflecting the law of the state; and not a single court has expressed a contrary view.[3] *See, e.g.*, *Robinson v. Avis Rent A Car Sys., Inc.*, 106 Wash.App. 104, 116, 22 P.3d 818 (2001) ("[K]nowing failure to reveal something of material importance is 'deceptive' within the CPA."); *Indoor Billboard/Washington, Inc. v. Integra Telecom of Washington, Inc.*, 162 Wash.2d 59, 78, 170 P.3d 10 (2007)

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[2] Justice Fearing advocates for the attachment of the materiality requirement to the fourth and fifth elements of a CPA claim because "[a] lack of materiality will generally preclude recovery under the Consumer Protection Act because of the act's fourth and fifth elements of injury and causation." *Young*, 442 P.3d at 14 (Fearing, J., concurring).

[3] Although this Court has not specifically addressed the "of material importance" standard, it has made clear that only a "[m]isrepresentation of the **material** terms of a transaction or the failure to disclose **material** terms violates the CPA." *Bain v. Metro. Mortg. Grp., Inc.*, 175 Wash.2d 83, 116, 285 P.3d 34 (2012) (emphasis added).

(misleading *surcharge* "could be of material importance to a customer's decision to purchase the company's services."); *State v. Kaiser*, 161 Wash.App. 705, 719, 254 P.3d 850 (2011) ("While the CPA does not define the term 'deceptive,' the implicit understanding is that 'the actor misrepresented something of material importance.'"); *Brummett v. Washington's Lottery*, 171 Wash.App. 664, 678, 288 P.3d 48, 55 (2012) ("Simply stated, Cole & Weber's 'going fast' statements could not be categorized as 'misrepresent[ing] something of material importance.'").[4]

Federal courts applying Washington law are in accord. *Gordon v. Virtumundo, Inc.*, 575 F.3d 1040, 1065 (9th Cir. 2009) (CPA claims fail where plaintiff "failed to identify an act or practice that 'misleads or misrepresents something of material importance.'"); *Vawter v. Qual. Loan Serv. Corp. of Wash.*, No. 08-1585, 2010 WL 5394893, at *6 (W.D.Wash. 2010) (dismissing CPA claim where alleged DTA violation "could not be said to be 'of material importance,'" because

[4] *See also*, *Holiday Resort Comm. Ass'n*, 134 Wash.App. 210, 135 P.3d 499 (2006); *Nguyen v. Doak Homes, Inc.*, 140 Wash.App. 726, 734, 167 P.3d 1162, 1166 (2007); *Ramos v. Arnold*, 141 Wash.App. 11, 20, 169 P.3d 482, 486 (2007); *Stephens v. Omni Ins. Co.*, 138 Wash.App. 151, 166, 159 P.3d 10, 18 (2007), *aff'd sub nom. Panag v. Farmers Ins. Co. of Washington*, 166 Wash.2d 27, 204 P.3d 885 (2009); *Peterson v. Kitsap Cmty. Fed. Credit Union*, 171 Wash.App. 404, 430, 287 P.3d 27, 39 (2012); *Bavand v. OneWest Bank, FSB*, 196 Wash.App. 813, 842, 385 P.3d 233, 248 (2016), as modified (Dec. 15, 2016); *Deegan v. Windermere Real Estate/Ctr.-Isle, Inc.*, 197 Wash.App. 875, 885, 391 P.3d 582, 587 (2017); *State v. Mandatory Poster Agency, Inc.*, 199 Wash.App. 506, 519, 398 P.3d 1271, 1277, *review denied*, 189 Wash.2d 1021, 404 P.3d 496 (2017).

to do otherwise would effect a "misguided elevation of form over substance"); *McDonald v. OneWest Bank, FSB*, 929 F. Supp. 2d 1079, 1097 (W.D.Wash. 2013) ("Washington courts have held that a deceptive act must have the capacity to deceive a substantial portion of the population and 'misleads or misrepresents something of material importance.'") (citations omitted); *Gordon v. First Premier Bank, Inc.*, No. CV-08-5035-LRS, 2009 WL 5195897, at *2 (E.D. Wash. Dec. 21, 2009) (summary judgment proper where plaintiff failed to identify an act or practice that "misleads or misrepresents something of material importance.").[5]

As the appellate court also correctly noted, the "material importance" standard is "consistent with decisions of federal courts and final orders of the Federal Trade Commission (FTC) interpreting provisions of the Federal Trade Commission Act dealing with the same or similar matters, as intended by the Washington Legislature. *Young*, 442 P.3d at 9–10 (*citing* RCW 19.86.920.5); *Cliffdale Associates, Inc.*, 103 F.T.C. 110, app. 174-84 (1984); *Fed. Trade Comm'n v. Cyberspace.com LLC*, 453 F.3d 1196, 1199-1200 (9th Cir. 2006) (*citing Fed. Trade Comm'n v. Gill*, 265 F.3d 944, 950 (9th Cir.

[5] *See also, Robertson v. GMAC Mortg. LLC*, 982 F. Supp. 2d 1202, 1209 (W.D.Wash. 2013), *aff'd on other grounds*, 702 F. App'x 595 (9th Cir. 2017). Washington secondary sources similarly recognize the "of material importance" standard. *See* 25 *Wash. Prac., Contract Law And Practice* § 14:26 (3d ed.); 16 *Wash. Prac., Tort Law And Practice* § 8:4 (4th ed.).

2001)) (*citing, in turn, Fed. Trade Comm'n v. Pantron I Corp.*, 33 F.3d 1088, 1095 (9th Cir. 1994)); *Corder v. Ford Motor Co.*, 285 F. App'x 226, 228 (6th Cir. 2008); *Kraft, Inc. v. Fed. Trade Comm'n*, 970 F.2d 311, 314 (7th Cir. 1992).

Despite Young's hyperbole, the appellate court's decision will not throw "Washington's judicial and administrative regulation of consumer protection standards … into chaos and confusion." (Petition 3). To the contrary, the appellate court's decision is in line with decades of undisturbed precedent, and Young presents no compelling public policy reason for veering from that precedent; nor could he because by definition, something immaterial could not offend public policy.

II. The Appellate Court Applied a Reliance Standard Consistent with Young's Theory of the Case.

Young complains that the appellate court's "imposition of a 'consumer reliance' requirement upon the 'injury' and 'causation' elements" of his CPA claim conflicts with existing law. (Petition p. 10). Not so. Both the trial court and appellate court expressly recognized that in the abstract, reliance is not a requirement for an unfair or deceptive act. But existing law provides that establishing reliance on an unfair or deceptive act or practice is one way to establish a causal link between the alleged misrepresentation and the

plaintiff's injury. *Deegan*, 197 Wash.App. at 885–86.[6] As explained by the court in *Deegan*:

> Causation under the CPA is a factual question to be decided by the trier of fact. "[W]here a defendant has engaged in an unfair or deceptive act or practice, and there has been an affirmative misrepresentation of fact, our case law establishes that there must be some demonstration of a causal link between the misrepresentation and the plaintiff's injury." The plaintiff must establish that, but for the defendant's affirmative misrepresentation, the plaintiff would not have suffered an injury. **Reliance is one way to establish this causal link**. *Id*. (emphasis added) (citations omitted).

In this case, Young consistently presented his CPA claim as one founded on his exposure to and reliance on Toyota's erroneous representations. For example, in his motion for partial summary judgment on his CPA claim, Young asserted that "**[b]ased on** the specifications advertised on Defendant Toyota's website, including the premium rearview mirror, **Mr. Young decided to buy** a 2014

[6] *See also Maple v. Costco Wholesale Corp.*, 649 F. App'x 570, 572 (9th Cir. 2016) (Washington CPA claim fails where plaintiff fails to allege that he read the allegedly offending product labels).

Tacoma equipped with the 'Limited Package.'" (CP 239) (emphasis added). Similarly, Young argued on summary judgment that:

> the undisputed facts of this case establish that Mr. Young, like countless other purchasers, **bought a deficient "Limited Package" option based on Defendant Toyota's false advertising**, which actually injured him and all similarly situated individuals by advertising and selling products and features that did not exist and were never delivered. [Citation omitted.] Defendant Toyota disseminated its false advertising through its nationwide website, print and point-of-sale materials at individual dealerships, and in some cases, the window stickers attached to the vehicles themselves, **which had the capacity to injure anyone who was exposed to these communications**. (CP 244) (emphasis added).

In his trial brief, Young continued to advance his exposure and reliance theories: "Mr. Young, like other purchases, bought a deficient 'Limited Package' option **based on** Toyota's false advertising, which **actually injured** him and dozens of other purchasers by advertising and selling products and features that did not exist and were never delivered." (CP 345) (emphasis added); s*ee, also*, CP337).

Having presented a case based on a theory of exposure and reliance, Young's argument that the appellate court "flatly

contradicted consumer protection standards" rings hollow. (Petition 2). Rather, the appellate court correctly noted, the "causation element is satisfied if the plaintiff demonstrates that the misrepresentation of fact led him to choose the defendant's product" and "Mr. Young argues that this was the nature of his injury." *Young*, 442 P.3d at 12.

Given the circumstances of this case, Young had to establish that he was exposed to and purchased his Tacoma based on Toyota's misstatement because otherwise, Young could not establish causation. Had Young been charged for the outside temperature gauge, he may have been able to establish an injury (de minimis as it may be) that was causally linked to Toyota's mistaken representation that the rearview mirror contained such a feature. But the unchallenged factual finding by the trial court was that Young was not charged for this feature. (CP 459).

Thus, there is no contradiction in the appellate court's application of the reliance requirement in affirming the trial court's decision.

III. The Appellate Court Did Not Contradict Its Own Precedent By Finding That a Per Se Violation Satisfies Only The First Two Elements of a CPA Claim.

In support of his CPA claim, Young alleged per se unfair or deceptive practices arising out of Toyota's alleged violation of the Automobile Dealer Practices Act. Young argues that the "lower court's decision contradicts its own precedent by suggesting that a

"violation of [RCW 46.70, *et seq*.] therefore satisfies the first two elements of a CPA claim." (Petition 18). According to Young, "it has been well established" that per se unfair or deceptive conduct "creates an equivalency, not merely a partial satisfaction of CPA elements." *Id*. Young again is wrong. As explained by this Court in *Hangman Ridge*, "a legislatively declared per se unfair trade practice … establishes **only the first two elements of a CPA action**." *Hangman Ridge*, 105 Wash.2d at 792(emphasis added).

Young's reliance on *Anderson v. Valley Quality Homes, Inc.*, 84 Wash. App. 511, 520, 928 P.2d 1143 (1997) is unavailing. In *Anderson*, plaintiffs argued that the installer of their motor homes violated various home installation regulations resulting in a "per se violation" of the CPA. *Id.* at 515. In finding that "an unremedied violation of the former is a violation of the latter that entitles the injured mobile home owner to CPA remedies," the court also reiterated this Court's holding in *Hangman Ridge* that per se unfair or deceptive conduct "establishes only the first two elements of a CPA action." *Id.* at 517. Upon reaching this finding, the court in *Anderson* then went on to discuss whether plaintiffs had established the third element of a CPA claim. *Id*. at 520 ("The secondary issue before us is whether the record supports the District Court's conclusion that Valley's deceptive acts impacted the public interest").

There was nothing contradictory about the appellate court's proper application of the law related to per se unfair or deceptive practices. It not only followed its own precedent, but that of this Court.

CONCLUSION

Young has not, and cannot, demonstrate his Petition satisfies a criteria for this Court's review established in RAP 13.4(b). The appellate court, following a long line of precedent, correctly applied a "materiality" standard to element one of the CPA. Moreover, considering Mr. Young's theory of his case based on exposure and reliance, the appellate court property concluded that Young could not satisfy the causation element of the CPA where the trial concluded that Young was never exposed to, nor did he rely on, the erroneous representation by Toyota. Nor did the appellate court misapply the law in finding that a per se unfair practice satisfies only the first two elements of a CPA claim. Accordingly, Young's Petition For Review should be denied.

DATED this 20th day of September, 2019.

Respectfully Submitted,

By: */s/ Heather A. Hedeen*
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Attorney for Defendant/Respondent

CERTIFICATE OF SERVICE

The undersigned hereby certifies under penalty of perjury under the laws of the State of California that on September 20, 2019, at Los Angeles, California, I caused to be served the foregoing document: **ANSWER TO PETITION FOR REVIEW** on the following persons or entities in the matter indicated:

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Executed on September 20, 2019 at Los Angeles, California.

Deborah Hillburn
Deborah Hillburn

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