

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON, DIVISION ONE

Anthony James Martyn, ) NO. 68317-9-1  
Appellant )

vs.

Jason and Rhiannon Lawson, ) Respondent's brief  
Respondent )

This respondent's brief is in response to Mr. Martyn's Brief of Appellant.

Mr. Martyn is claiming in his brief that the two trial courts erred in finding that:

- 1. a valid binding contract existed,
- 2. the language of the contract stated the sale price of the vehicle to be \$23,000,
- 3. Mr. Martyn breached the contract
- 4. monies were awarded to the plaintiffs.

We will very briefly respond to his argument, as the court has all of the original communications between parties via emails, evidence which we believe stands without further need for argument against Mr. Martyn's manipulation of the true facts.

Mr. Martyn is claiming legal argument that "The Addendum Does Not Form An Enforceable Agreement," because "Washington jurisprudence that an agreement to do something which requires a further meeting of the minds of the parties, and without which

Jason and Rhiannon Lawson  
195 NW Bridle Ridge Pl.  
Bremerton, WA 98311

it would not be complete, is unenforceable” (p. 8 Brief of Appellant). If the contract and addendum, *written by Mr. Martyn*, were to be viewed in a vacuum without the hundreds of pages of email communication that proceeded and followed, it is perhaps possible that this legal precedence could be argued. We respectfully ask the court to review all evidence and use discretion, as have the previous two courts, to find that Mr. Martyn purposely conned, using his legal expertise in contract writing and loopholes, several thousand dollars with zero intent to perform the job contracted between the parties.

As we have decided to keep this Respondent’s Brief short, we would like to respond directly to only one of the arguments in Mr. Martyn’s Brief of Appellant directly and leave the rest to the good judgment of the court.

Mr. Martyn claims that we knew we were to be paying \$28,000 for the van instead of the argued \$23,000 because of an email between ourselves (Jason and Rhiannon) sent on September 24 at 3:13 p.m. which states:

Honey, we need to talk about this. I am not willing to finance and hand over 28,000 before we make sure that there won’t be a huge increase in the conversion cost. A rough estimate is just not sitting well with me... (Please see whole email)... Really we have nothing legal from him at all at this point that guarantees he will even follow through with the conversion and not just sell us a cargo van for 28,000 (Exhibit 1)

Mr. Martyn is perhaps hoping that the court will not look closely at the evidence from the original small claims trial when he states that we knew that we were to be paying \$28,000 for the van since this email communication was written “with the Bill of Sale, Addendum and Estimate already in hand” (p. 17 appellant’s brief).

Mr. Martyn’s own email in response, dated *September 25* at 12:04 p.m. is in direct contradiction with his claim as it states: “In follow-up to my discussion with Rhiannon

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yesterday, here are the draft documents for the sale of the van and agreement for the conversion” (Exhibit 2).

By reversing the date order of the email and contract creation, Mr. Martyn has created the appearance that we were having misgivings over a clear intent to sell us the unaltered van for \$28,000. The truth, as evident when reading the exhibits from trial, is that *the email prompted a phone conversation with Mr. Martyn that resulted in the contract being created in order to alleviate our misgivings about paying part of the conversion cost of the van upfront.*

Each and every other argument in the Appellant’s brief can be similarly dismissed with a careful reading of the evidence surrounding this case. We trust in the court to find, upon review of all evidence, that Mr. Martyn is using manipulation of the true facts to argue against a very clear case, not only of contract breach, but of criminal intent to defraud.

Mr. Martyn has thus-far taken us through three levels of court proceedings to avoid paying his small claims debt. He has several times informed us, in writing, that he will continue dragging this case through the court system until it has become financially detrimental to ourselves to pursue the nearly \$5000 he conned us out of. Upon speaking with legal representation, we have learned that this Appellant court has the legal authority to demand an end to frivolous litigation. We ask this court to consider this request, as it will save the resources of tax-payers and stop the legal manipulation of a paralegal who is refusing to pay his court-ordered debt.

Furthermore, we respectfully ask for CR11 sanctions. Litigation with Mr. Martyn has cost us several thousand dollars in missed employment, time spent preparing arguments, legal service of documents, dozens of certified mailings and hundreds of pages

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of copies. Mr. Martyn has certainly kept his promise of making sure collection of this debt will cost us more than we can ever hope to collect.

According to online resources, we are likely not the only victims of Mr. Martyn's legal harassment actions. He has been party in over twenty-five cases at different levels of the court system (Exhibit 3). Perhaps being held financially responsible for his bullying court actions will curb his vigor in future civil litigation cases. We thank the court for its careful review of this case and consideration of our requests.

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

Signed this 10<sup>th</sup> day of November, 2012, at Bremerton, Washington,



Rhiannon Lawson



Jason Lawson

Cc: Anthony James Martyn, via certified mail  
PO Box 681  
Coupeville, WA 98239

Jason and Rhiannon Lawson  
195 NW Bridle Ridge Pl.  
Bremerton, WA 98311

# Exhibit 1

## Our sprinter conversion....

From: **\*Jason Lawson\*** (jasonmlawson@hotmail.com)

Sent: Fri 9/24/10 3:13 PM

To: jasonmlawson@hotmail.com

Honey:

We need to talk about this. I am not willing to finance and hand over 28,000 before we make sure that there won't be a huge increase in the conversion cost. A rough estimate is just not sitting well with me. I would like Jim to understand that we are very committed as long as the final cost comes within - say \$1000 - of the estimated cost. Also, that we don't want to commit to a 6 month conversion timeframe. We want to know that it will be ready by the beginning of December... or at least by the end of the year.

I don't mind risking \$500 for this process... but without something in writing that lays out a timeframe and a good-faith estimate that promises no steep increase to the final product, we cannot move forward in good conscious. Really, we have nothing legal from him at all at this point that guarantees he will even follow through with the conversion and not just sell us a cargo van for 28,000.

Could you possible tell him that we will move very quickly for him. If he wants to sit with us and draw up the plans TODAY even, we will hop on a boat. We would LOVE TO sign a contract and close on the deal with the bank on Monday. But really, the ball is in his court and he needs to give us whatever he needs us to complete so he can draw up a firm price.

I hope you are on the same page as me with this.

Love you, and talk to you soon!!

Rhi

From: **\*Jason Lawson\*** (jasonmlawson@hotmail.com)

Sent: Fri 9/24/10 3:13 PM

To: jasonmlawson@hotmail.com

Honey:

We need to talk about this. I am not willing to finance and hand over 28,000 before we make sure that there won't be a huge increase in the conversion cost. A rough estimate is just not sitting well with me. I would like Jim to understand that we are very committed as long as the final cost comes within - say \$1000 - of the estimated cost. Also, that we don't want to commit to a 6 month conversion timeframe. We want to know that it will be ready by the beginning of December... or at least by the end of the year.

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repeat

Product 2  
P7

needs us to complete so he can draw up a firm price.

I hope you are on the same page as me with this.

Love you, and talk to you soon!!

Rhi

From: **Jim** (sprinternut@comcast.net)

Sent: Fri 9/24/10 2:01 PM

To: jasonmlawson@hotmail.com

Good afternoon, Jason.

*Never was received.*

To be clear, I can't send you a CAD program, but only a CAD drawing file. You'd need your own copy of CAD software on your computer in order to make modifications to the electronic drawing. TurboCAD is a good package at a very reasonable price (under \$100).

Before I sit down to draft a CAD layout for your custom design, I'll need to receive a non-refundable deposit of \$500, which would be applied to your purchase. Paypal is becoming an increasing headache for me, so please mail your check to me at the following address:

Jim Martyn

PO Box 681

Coupeville, WA 98239

I can't give you a firm commitment on the final price until the details of your design and specs are finalized. Until then, we're working from an estimate. Yes, the balance of your financed purchase price would be applied towards the conversion expenses, and we'd have an addendum to our Bill of Sale confirming that arrangement. I could bring the title to your credit union for closing there, or we could sit down in front of a local notary at my bank if your credit union is comfortable working that way and wiring funds in real time. (I've closed other deals that way before.)

But, postponing the sale and transfer of ownership of the van several more weeks until after all design details are completed would necessarily incur a holding cost not previously anticipated or factored into our arrangements. Since I did not factor in any markup of the van in my estimate on the initial understanding and belief that you were ready to purchase the van right away, I would have to add \$450 to cover my interim financing expense unless we can close on the vehicle purchase portion by Wednesday. If you like, I can keep the van at my shop for you after closing until the conversion is complete, but you'd be the legal owner on closing.

I can understand that you may feel some hesitation to close on the purchase of this van before every last detail of the conversion plans are finalized. That's OK. You should only move forward if you're comfortable. But, in all fairness, if you're not yet certain about the purchase of this van until you're certain about every detail of the conversion, then I should be free to make it available to other interested buyers in the mean time, unless you'd like to give me a non-refundable deposit for the van. I think that \$1500 would be a reasonable amount and fair to both of us.

# Exhibit 2

2

## Sprinter Sale and Conversion Docs

From: **Jim Martyn** (vertigopilot@comcast.net)

Sent: Sat 9/25/10 12:04 PM

To: jasonmlawson@hotmail.com

1 attachment

Sprinter Sale and Conversion Docs 9-24-10.pdf (44.0 KB)

Jason and Rhainnon:

In follow-up to my discussion with Rhiannon yesterday, here are the draft documents for the sale of the van and agreement for the conversion. Please let me know if I've forgotten anything.

I'll plan to bring a paper copy of these docs and the title documents (the title and lienholder release that I received from the seller in Everett) with me for our meeting at your credit union on Monday. Will your credit union want to see the van there, or can I save the ferry costs and come in a smaller car?

Jim

# Exhibit 3

<b>Name</b>	<b>Status</b>	<b>Court</b>	<b>Case #</b>
James Martyn	Defendant	Skagit Superior	01-2-01143-2
James A. Martyn	Defendant	King Superior	94-2-032429
Anthony J. Martyn	Petitioner	King Superior	96-2-00478-2
"	Defendant	Island Cty Clerk	05-2-00792-8
Anthony James Martyn	Defendant	Island District	9Y6019460
"	Counter-Defendant	Island Cty Clerk	08-2-00971-2
"	Plaintiff	Island Cty Clerk	08-2-00971-2
"	New Name	Island District	CV06-0305
"	Appellant	Coa, Division I	634569
"	Defendant	Island District	SC11-0038
"	Defendant	Island District	CV11-0673
"	Respondent	Island Cty Clerk	11-2-00656-0
Jim Martyn	Defendant	King Superior	07-2-37981-9
"	Defendant	Island District	98C000423
"	Petitioner	Island Cty Clerk	01-2-00213-3
"	Plaintiff	Skagit Superior	02-2-00608-9
"	Plaintiff	Island Cty Clerk	02-2-00250-6
"	Counter-Claimant	Island Cty Clerk	03-2-00222-9
"	Defendant	Island Cty Clerk	98-2-00344-2
"	Defendant	Island District	SC09-0103
"	Defendant	Island District	CV01-0672
"	Defendant	Island Cty Clerk	03-2-00150-8
"	Defendant	Clallam Superior	03-2-00887-0
"	Defendant	Island Cty Clerk	03-20222-9
"	Defendant	King Superior	00-2-17645-7
"	Plaintiff	Jefferson Superior	02-2-00177-6
John Doe Martyn	Defendant	Island Cty Clerk	03-2-00150-8

Appendix  
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