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Court of Appeals
Division I
State of Washington

COURT OF APPEALS, DIVISION I
OF THE STATE OF WASHINGTON
NO. 74068-7-I

Mrs. Billie E. Getschmann Skyles

Appellant

v.

Mr. Mark and Mrs. Georgia Hopkins,

Respondents

APPELLANT'S OPENING BRIEF

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I. INTRODUCTION

The Appellant, Mrs. Billie Echo Getschmann Skyles (“Skyles”), was unimportant person. She felt old. She lived alone in a trailer on a goat ranch situated on about 20 acres of land that had been settled by her grandfather and developed by her father. In 2014, Skyles was 78 years old. She was penniless, in failing physical health, running low on food, and believed that Snohomish County would soon foreclose on real estate tax liens placed on her property.



One positive in her life was the presence of Kirk Banks and Jennifer Wilson (n.k.a. Ms. Banks) (the “Banks”) who knew Skyles from a long familial relationship between Banks family and Skyles. In 2014, the Banks lived in a separate trailer located on the back part of the goat ranch. The Banks cared for the goats, paid modest rent for their trailer, and took Skyles to her medical appointments and helped with her care.

In January 2014, the Respondents, Mark and Georgia Hopkins (the “Hopkins”) owned about 30 acres on the side and partially behind Skyles’ property. Skyles, desperate, instructed Ms. Banks to contact Mr. Hopkins about selling a portion of the goat ranch to the Hopkins to raise money to pay the liens and to pay for life necessities. Ultimately, the Hopkins agreed to purchase 10 acres for the amount of county real estate taxes Skyles thought to be in arrears plus \$30,000 for a purchase price of \$50,000.

On February 27, 2014, the parties executed a purchase and sale agreement (the “PSA”) for the transaction. The PSA had a unique aspect in that a final portion of the real estate would transfer between the parties via an addendum known as the Boundary Line Adjustment addendum (the “BLA”). If Hopkins triggered the BLA, then Skyles would need to execute further documents to effectuate the BLA—even though no further consideration would pass to Skyles. Hopkins seemed eager to make the transaction work and initially Skyles welcomed the relief.

Everything changed in early April 2014. Chicago Title, the transaction’s title company, raised an issue about whether the purchase price was adequate for excise tax reporting purposes based on the true value of the sales property. According to the Hopkins, the title company wanted an attorney and not a doctor to assess Skyles to determine her competency

to determine whether she knowingly entered into an agreement to sell 10 acres of her property at a lower than fair-market value. The Hopkins arranged to have Skyles assessed by their long time lawyer, Mr. Carleton Knappe (WSBA #5697). Prior to his assessment of Skyles, Knappe had the Hopkins sign a Waiver of Conflict of Interest dated April 2, 2014.

On the day of Skyles' assessment, two things happened. First, Hopkins paid over \$7,000 toward Skyles' Snohomish County real property taxes during the time Knappe was assessing Skyles. Second, Knappe's assessment surprised the Hopkins and Snohomish County Escrow (which was not a separate entity but rather a part of the Gourley Law Group). Knappe's assessment went to the Hopkins in a letter, dated April 8, 2014 that informed them that he assessed that Skyles lacked the mental acuity to participate in the transaction and they were to cease direct communications with Skyles. Instead of communicating with Knappe, the Hopkins responded on April 14, 2014 by leaving a voicemail with instructions from the escrow company, Snohomish Escrow, to have Skyles now assessed by a doctor or to consider possibly having a guardian appointed for Skyles so the transaction could go forward. For Skyles' part, she learned for the first time as a result of the Knappe assessment that the sale property had a market value between \$240,000 and \$300,000—between 5 and 6 times the sales

price under the PSA. Skyles realized that everyone involved knew that the Hopkins were not really helping her so much as they were helping themselves behind her back and at the expense of her family legacy. She wanted out of the deal but she did not know how to protect herself or how ever to pay back the \$7,000 tax payment that the Hopkins paid on the day of her assessment.

After the Knappe Assessment, Skyles did almost everything she could, within her extremely limited means, to resist the PSA terms. Hopkins doubled down. Hopkins locked away Skyles' personal property and possessions that were located on the sale property. This property had substantial sentimental value and monetary value to Skyles. Hopkins also became combative and began to physically intimidate Skyles by yelling at her and using his physical presence to scare her into submission. Despite his efforts, Skyles refused to finalize the BLA documents when the Hopkins went to execute the BLA addendum as part of their development plans for not only the 10 acres they bought from Skyles but also for their 30 acres that abutted the Skyles PSA property. The 10 acres from Skyles gave the Hopkins a 40 acre rectangle of land just outside of the Gold Bar city limits.

On November 24, 2014, the Hopkins filed a lawsuit against Skyles to enforce the BLA. The Hopkins used a local down on his luck person,

Mr. Richard Wagner (“Wagner”), with long term ties with the Banks family (he dates Kirk Banks’ sister) to attempt service of the lawsuit on Skyles. The service, which is at the heart of a good portion of this appeal, occurred in the dying light of December 18, 2014. Wagner ultimately filed three different declarations of service in the trial court hearings, and service went from “personal service on Skyles” to a problem-plagued effort to confect abode service on Skyles that required this Court to conclude that Mr. Banks resided with Skyles in her abode and that service on Mr. Banks actually occurred in Skyles’ abode and not outside of Skyles’ trailer, along a goat ranch fence line. At the trial court level, the Hopkins worked hard to use the fact that the goat ranch had one postal address to argue that everything that occurred at the one postal address therefore occurred at one abode. The Hopkins argument if accepted by this Court will have an immediate impact on Eastern Washington’s farming and orchard community such that service on any farm hand located on the farms around a farmer’s central residence could be considered as service on the farmer.

The problems with the Hopkins lawsuit continued with the problem plagued Motion for Default, which occurred in an *ex parte* setting. The Civil Rules prohibits trial courts from issuing default judgments against incompetent persons. Thus Skyles’ competency was material to the trial

court's decision on the Default Motion, yet the Hopkins and their counsel withheld all their knowledge regarding the concerns about Skyles' competency. This withholding of information occurred despite the operation of Paragraph 3.3(f) of the Rules of Professional Conduct that placed an affirmative duty on the Hopkins' lawyer to disclose all known and learned by Snohomish Escrow as they were, in fact, part of the same law firm and all operated under one supervising lawyer.

Beyond the disclosure issue, the Hopkins admitted at the trial court level that they failed to make their proof of service subject to the laws of perjury as required by CR 5(b)(2)(B). This was a problem because Skyles and Ms. Banks testified that they never received any pleadings or papers in regard to the Default Motion. Division I of the Court of Appeals faced this precise issue before in 2011 where the question was "does a proof of service by mail require a statement made subject to the laws of perjury" when the statement is made by a legal assistant. In the 2011 published decision, this Court held that a proof of service by mail made by a legal assistant that was not subject to the laws of perjury was, in fact, proof of nothing.

Skyles passed away on September 26, 2015. Skyles wanted this matter to go forward after her death. Skyles assigned all her rights in this lawsuit, the PSA, and Property to the Banks. Skyles had faith that even

though she was unimportant and felt cheated and ignored by the Hopkins, Snohomish Escrow, and the Gourley Law Firm that the Courts would look out for her and those like her to ensure that others would think twice before trying to cheat an elder citizen out of almost \$250,000.

II. ASSIGNMENT OF ERRORS

- A.** The trial court erred when finding that service of process occurred on the Defendant who lived on a 10 acre goat ranch when the Declaration of Service stated that the process-server served a third-party on the goat ranch within the sight and awareness of the Defendant. The process-server failed to declare whether he took any steps to determine whether the third-party resided with the Defendant in her abode or state whether the events of service occurred with the Defendants' abode. Plaintiffs later used another witness to show that the Defendant and the served third-party both lived on the goat ranch that used one postal address. RCW 4.28.080 (15).
- B.** The trial court erred when finding that service of process occurred on the Defendant who lived on a 10 acre goat ranch when the process server signed three Declarations regarding the Service with the first Declaration declaring personal service at the ranch's address, the

second Declaration declared service on a third-party at the ranch's address, and the third Declaration suggested a form of abode service by service on the third-party in the precedence and awareness of the Defendant while all were located on the goat ranch that was served by one postal address. RCW 4.28.080 (15).

- C. The trial court erred when finding that service of process occurred by abode service on the Defendant when the Declaration of Service could be read to the effect that the process-server served a third-party within the sight and awareness of the Defendant on the goat ranch and that both the Defendant and party served resided in separate abodes on the goat ranch and both were served by the same postal address. RCW 4.28.080 (15).
- D. The trial court erred when failing to vacate the Default Judgment when the Plaintiffs admit that they failed to make the Default Motion's Proof of Service by Mail by a legal assistance subject to the laws of perjury as required by CR 5(b)(2)(B). CR 5(b)(2)(B).
- E. The trial court erred when failing to vacate the Default Judgment when the Plaintiffs and their lawyer during an *ex parte* proceeding both withheld information possessed by both that they (and the transaction's title company) had sufficient concerns about the

Defendants' mental capacity to have the Defendant assessed by a professional, who found the Defendant incompetent when the Defendant's competency is material to the trial court issuing a default judgment under Civil Rule 55 and when Paragraph 3.3(f) of the Rules of Professional Conduct mandate the disclosure the widespread concerns and a negative professional assessment regarding the Defendant's mental capacity so the trial court could take steps to meet its obligations under Civil Rule 55 to avoid issuing default judgments against incompetent Defendants. Civil Rule 55 and Paragraph 3.3(f) of the Rules of Professional Conduct.

III. ISSUES ON APPEAL

- A. Whether a process server must address all the factual elements required to effectuate service under RCW 4.28.080 (15) in their Declaration of Service such whether service is taking place in the Defendant's abode, whether the served third party was served in an abode, and whether the served third party resides in the same abode as the Defendant? (Assignment of Error A.)
- B. Whether subsequent Declarations of Service can invalidate a service of process when the subsequent declarations move beyond refining

the narrative of the service to changing the very nature of the service from personal service to a form of abode service? (Assignment of Error B.)

- C. Does one postal address for several, separate abodes on farm or ranch property reduce the separate abodes to one abode for purposes of RCW 4.28.080 (15) such that service on any part of the property on any person of suitable age and discretion residing in one of the abodes separate from the Defendant's abode is good enough to effectuate abode service under RCW 4.28.080 (15)? (Assignment of Error C.)
- D. Whether the failure of a legal assistant to make a Certificate of Service By Mail without making it subject to the laws of perjury renders the Certificate of Service proof of nothing and therefore void? (Assignment of Error D.)
- E. Whether a default judgment issued in an *ex parte* proceeding is void when the Plaintiffs and their lawyer fail to disclose to the trial court information known to them (1) about wide spread concerns about the Defendant's competency sufficient enough to have the Plaintiffs and their law firm arranged to have a professional assess the Defendant's

competency, and (2) about the professional's negative assessment of the Defendant's competency such that the Professional requested that the Plaintiffs cease all direct communications with the Defendant? (Assignment of Error E.)

IV. STATEMENT OF THE CASE

A. GENERAL BACKGROUND FACTS

Skyles owned about 20 acres of real property just outside of Gold Bar, Washington. CP 444. The land had been developed by Skyles' father and grandfather, who had both passed away years ago. CP 444. Unfortunately by 2014, Skyles found herself at the end of her proverbial rope: Skyles was in failing health, no available cash, unpaid county real estate taxes, and dwindling food supplies. CP 444-447.

In the darkest moment of her cold night, Skyles instructed her caregiver (Ms. Jennifer Wilson n.k.a. Mrs. Jennifer Banks) to reach out to what she thought were the Hopkins' warm hands for help. CP 446. The Hopkins understood Skyles' predicament and agreed to purchase about 10 acres of her real property. CP 419. The Hopkins formalized their agreement to purchase about 10 acres (the "Property") from Skyles in the February 27, 2014 *Purchase and Sale Agreement* ("PSA"). CP 419, 482-489.

The PSA created a two-step process for the Property purchase. Id. The first step transferred the bulk of the Property per the PSA's main terms, while the second step transferred the Property's remaining small balance of land per the terms of a Boundary Line Adjustment addendum (the "BLA.") CP 489. Under the PSA and BLA, the purchased price for all the Property was about \$50,000 (despite the escrow closing documents that indicate a total closing price as low as \$35,000 CP 839). Yet unknown to Skyles and Wilson/Banks, online valuation websites valued the Property between \$240,000 and \$300,000. CP 449 and CP 838.

The extreme difference between the PSA's purchase price and the Property's market value caused immediate problems. These problems were compounded by Skyles' vulnerable health and economic condition and ignorance as to the Property's true market value. The Hopkins, the title company and the escrow company all knew about the problem created by the difference between the sales' price and the Property's market value. CP 870, 853. The title company was concerned enough to have Hopkins arrange to have Skyles evaluated by a lawyer because of this problem.

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(360) 568-5597
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April 2, 2014

Georgia Hopkins
36518 146th St. SE
Sultan, WA 98294

Via Facsimile (360) 793-9709

Re: Billie Getschman

Dear Georgia,

You contacted me indicating that you have a pending real estate matter with Billie Getschman. You also indicated that the title company has raised an issue as to whether the purchase price is adequate for excise tax reporting purposes based on the true value of the property and has asked for a statement from an attorney (not a doctor) representing that Ms. Getschman is competent and therefore knowingly has entered into an agreement for the sale of 10 acres of her property at perhaps a lower than fair-market value.

You further indicated that you have retained the services of Greg Gourley and have also been working with Snohomish Escrow. You related that Mr. Gourley represents you (and I assume your husband) and will not provide such an independent statement. You requested that I meet with Ms. Getschman and come to a determination of competency and provide a statement of my findings.

CP 870. This evaluation by Mr. Carleton F. Knappe (WSBA # 5697) resulted in Mr. Knappe issuing a letter dated April 8, 2014 to the Hopkins stating that he found that Skyles lacked the capacity to participate in the transaction and requesting no further direct contact with Skyles. CP 872-3. The Hopkins responded by leaving a voicemail message for Mrs. Banks on April 14, 2014 indicating that the escrow company (which is a dba of The Gourley Law Group) now wanted a doctor to evaluate Skyles or to have Mrs. Banks made Skyles guardian. CP 852-4. The Knappe evaluation

process is how Skyles learned that the PSA price may be as much as \$250,000 below the Property's market value. CP 872. Curiously, during the Knappe evaluation, the Hopkins made a substantial payment on Skyles' Snohomish County real estate tax debt—which Skyles could never repay. CP 837 at Paragraph 10.

After the Knappe evaluation, Skyles resisted closing the PSA but she lacked the funds to repair the Hopkins tax payment, and the Hopkins begin to convert Skyles' personal property and to hold it in exchange for her execution of the PSA. CP 837-39. Skyles folded in the face of such tactics to sign the PSA, but then she refused to participate in the finalization of the BLA because she had enough.

B. GENERAL FACTS RELATED TO THE UNDERLYING LITIGATION

The Hopkins' commenced the underlying litigation in November 2014 when they filed a lawsuit to enforce the BLA (Snohomish County Superior Court Cause No. 14-2-07395-8). The Hopkins obtained a Default Judgment in this initial action on January 27, 2014. CP 490-492.

Once Skyles learned of the BLA Default Judgment, Skyles both challenged the Default Judgment and later filed a lawsuit that claimed damages related to the entire transaction, including the PSA (Snohomish County Superior Court Cause No. 15-2-05719-5) seeking mainly to reform

the PSA sales price to a market price. CP 728.



Under the PSA, Skyles retained the real property outlined in green, sold the real property outlined with the blue dash directly to the Hopkins, and then left the real property outlined in yellow to the BLA Addendum. CP 489.

C. THE HOPKINS DEFECTIVE SERVICE OF PROCESS ON SKYLES

1. WAGNER AND HIS EFFORT TO SERVE SKYLES

In December 2014, the Hopkins chose Mr. Richard Wagner (“Wagner”) as their process server for their filed lawsuit. Wagner was a known down-on-his-luck local who had longtime ties to the area, including a close relationship with the extensive Banks family, and who lived on the property since at least August 2013 as Skyles’ tenant. CP 217. Wagner was

familiar with the Property and Skyles. In October 2013, Wagner made a signed statement that he lived on the property, shared a driveway with Skyles and that “no one else lives on this road.” CP 216. In May 2015, Wagner made another written statement that he worked directly with Mr. Banks to gather some of Skyles’ personal property from the sales property to return it to Skyles. CP 215. The note was to evidence the Hopkins taking valuable hardwoods from Skyles so it neglected to indicate that he recovered Skyles’ personal property was delivered to Skyles’ residence in her trailer where she lived alone. *Id.* We know from Wagner’s October 2013 note about living on the property and being Skyles’ neighbor (CP 216) that he knew that as of April 2013 Kirk Banks and Jennifer Wilson/Banks lived in the trailer at the end of the driveway on the property pictured below (CP 833-4) and not with Skyles in her trailer in the bottom picture.





CP 173.

As Skyles stated in her July 20, 2015 Declaration, she has always understood that Wagner handed Mr. Banks an envelope along a fence line as pictured below because the goat fences were too high to jump and too weak to support a grown man climbing over the top of the fence. CP 113.



Wagner's various statements and the above photographs provide important context for Wagner's Affidavit or Declarations of Service. In fact, the above statements and photographs provide the reason as to why Wagner's Declarations of Service all fail to state that he served process inside Skyles' trailer on Banks who resided therein: he failed to make such sworn statements because he knew he did not cross the goat fences, he knew the Banks resided in a separate trailer on the back of the lot, and he knew that Skyles lived alone.

Nevertheless, Wagner's initial Affidavit of Service stated as follows:

I am not a party to this action.

On Thursday, December 18, 2014 at approximately 3:30^{PM}, I served a copy of the following documents upon a woman known to me to be Billie E. Getschmann Skyles, at the address of 41816 May Creek Rd, Gold Bar, WA 98251.

This first statement gives the impression that Wagner served Skyles by personal service at her abode. Wagner executed a second Declaration in which he stated:

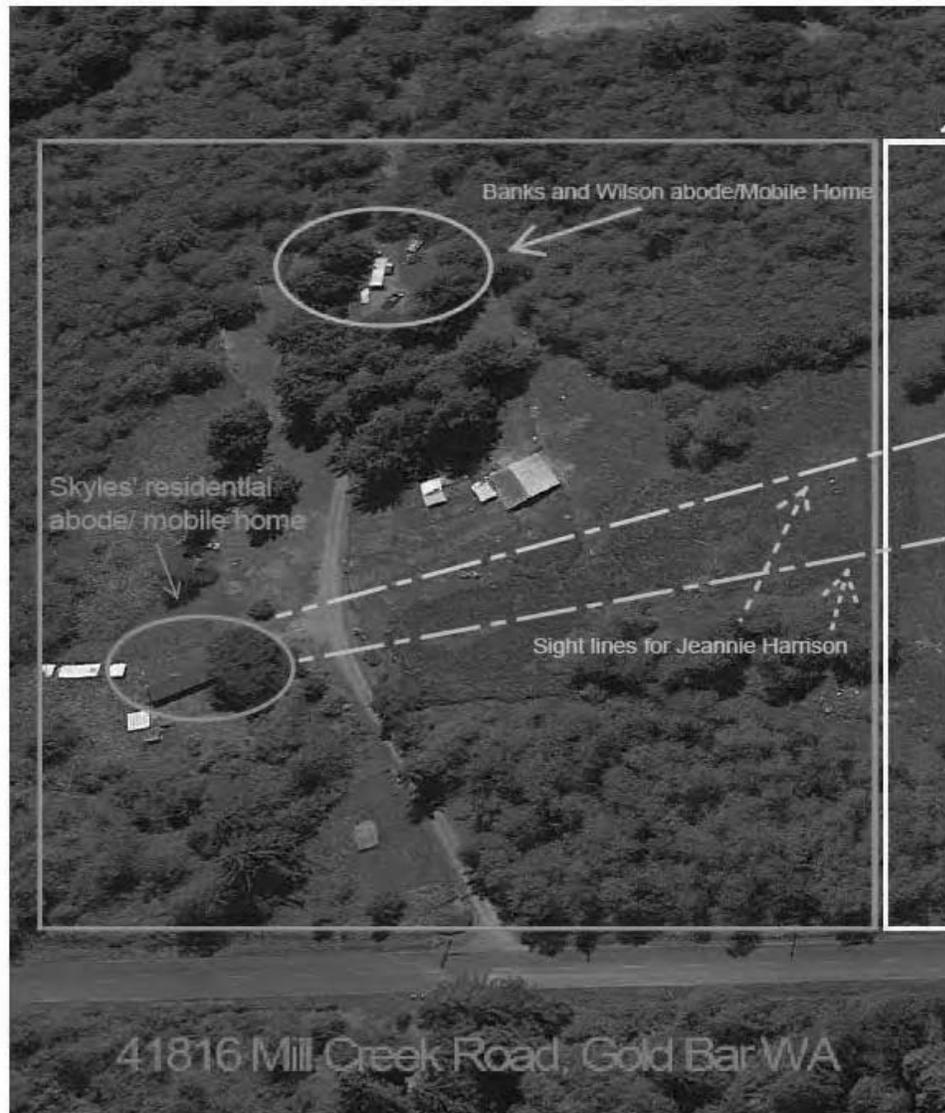
I Declare:

On December 18, 2014, about 3:30pm I was to serve documents for Mr. & Mrs. Hopkins. I served documents on Kirk Lewis Banks (the farm hand) at 41816 May Creek Road, Gold Bar, WA 98251. I did not serve Billie Echo Skyles-Getschmann. I was not given clear directions and was confused about the service process.

Wagner would later assert that this Declaration was made by his “forged” signature. Yet, oddly Wagner’s third Declaration repeated the material points of the above second statement (which differs significantly from his first statement) with the slight added nuance in his third statement that Skyles was seated near Banks when he served Banks with the summons and complaint and that Skyles acknowledged his presence. In the third Declaration, Wagner stated:

To be clear, On [sic] December 18, 2014 [sic] at approximately 3:30 pm, I served a copy of the following documents upon a woman known to me to be Billie E. Getschmann Skyles at the address of 41816 May Creek Rd., Gold Bar, WA 98251. The documents were physically handed to Kirk Banks in the presence of Billie E. Getschmann who was sitting in a chair a few feet beyond my reach but who acknowledged my presence.

This third Wagner Declaration fails to state that the purported service took place in any residence, let alone Skyles’ residential abode, and it fails to state that Kirk Banks is or was a resident in Skyles’ residential abode. The man who purportedly served the summons and complaint in Cause No. 14-2-07395-8 failed to make a sworn statement that he served documents at Skyles’ residence (or at any structure for that matter), and he fails to state that Banks was, at the time of service, a resident in Skyles’ mobile home.



Wagner's third statement is silent on the specific location of his physical service and on the location of Mr. Banks' residence because he knew the facts of the above annotated photograph: Banks resided in a trailer/mobile home in the back portion ranch even if the Banks trailer

shared the postal address of 41618 Mill Creek Road. Wagner knew that Banks never resided with Skyles in her mobile home and Wagner's silence on this fact sounds loudly here. Banks and the goat ranch shared a postal address with Skyles—but not a residential abode.

D. TWO PROBLEMS WITH HOPKINS' DEFAULT JUDGMENT

In addition to fatal problems with the service of process on Skyles, the Hopkins also suffered two fatal problems with its January 27, 2014 Motion for a Default Judgment. First, the Hopkins' failed to serve the *Default Motion* pleading properly. Second, the Hopkins and their lawyer failed to meet the minimum disclosure requirements applicable to a plaintiff seeking a default judgment by an *ex parte* proceeding when the moving party has knowledge about whether the defendants' mental capacity is sufficient to enable to court to avoid issuing a default judgment against an incompetent person.

Skyles would have raised the two issues related to the Default Motion immediately, but for an error in the trial court's *Minute Entry* on Hopkins' Default Motion that delayed Skyles' discovery of these issues until early November 2015. CP 801. The delay occurred because the *Minute Entry* incorrectly stated that the trial court entered the Default Judgment after proper service and after Skyles failed to appear in the matter,

which, if accurate, would have potentially rendered any defects in serving the Default Motion moot. CP 792. Skyles discovered the accurate state of affairs after ordering and reviewing the transcript for the January 27, 2014 Default Motion. (RP January 27, 2015 Hearing Pages 1-5).

Skyles persisted in reviewing the facts surrounding the Default Motion because neither Skyles nor Ms. Banks received any pleadings or motion documents related to Hopkins' Default Motion. CP 447 and CP 841, respectively. Ms. Banks had filed the Notice of Appearance without the assistance of counsel and failed to create or keep "confirmation copies" of the Notice of Appearance. Without such copies, it was not reasonable to challenge the *Minute Entry* until after the hearing transcript was reviewed.

E. SKYLES' SECOND MOTION TO VACATE THE HOPKINS' DEFAULT JUDGMENT

Skyles formally raised these two issues in her *Second Motion to Vacate* that was heard on January 8, 2016. Docket No. 83. Specifically, Skyles posited that failing to meet the requirements of Civil Rule 5(b)(2)(B) for the service of a Default Motion on a defendant was fatal to any default order or judgment obtained on such a motion. CP 894. Skyles also posited that the Hopkins failure to disclose to the trial court their knowledge regarding actual, written concerns re Skyles' mental ability was fatal to their Motion for a Default because they and their counsel had an affirmative duty to disclose such information to the trial court. CP 894-5.

The Hopkins admitted that they failed to comply with Civil Rule 5(b)(2)(B) and admitted that they failed to disclose information known to them and their counsel about specific, written concerns with Skyles' mental capacity to the trial court. As a defense, the Hopkins attempted to rationalize or justify such failings.

1. DEFECTIVE SERVICE OF HOPKINS' DEFAULT MOTION

Curiously, the Hopkins decided to serve their *Motion for Default* by mail and addressed only to Skyles, when throughout the PSA negotiation process all other communications (mail, email, and phone calls) went through Ms. Banks, and all mail for Skyles was addressed to Ms. Banks in care of Skyles. CP 841. Nevertheless, the Hopkins made the decision to break from this proven method of communications developed, in part, by them to account for Skyles' mental capacity to ensure communications with her. The Hopkins apparently mailed the pleadings for the *Default Motion* on January 20, 2015. CP 789.

Ms. Tracy Swanlund, a legal assistant of The Gourley Law Group, signed the Certificate of Service by Mail without making the certification subject to the laws of perjury of the State of Washington. CP 789.

CERTIFICATE OF SERVICE BY MAIL:

I hereby certify that a copy of this document and all documents listed on page 3 have been mailed to the attorneys/parties listed on page 3, postage prepaid on the:

Date (mm/dd/yyyy): 1-13-15

Tracy Swartzlund
(Signature)

Tracy Swartzlund
(Printed name)

Mailing Default Motion pleadings in this fashion also failed to comport with the parties' PSA that required all notices related to the PSA to be mailed to Mrs. Skyles C/o Jennifer Wilson. CP 845.

19. **Written Notices.** All notices required by this Purchase and Sale Agreement shall be considered properly delivered (1) when personally delivered, or (2) when transmitted by facsimile showing date and time of transmittal, or (3) on the second day following mailing, postage prepaid, certified mail, return receipt requested, to:

Seller: Billie Skyles Getschmann
41816 May Creek Rd
Gold Bar, WA 98251

c/o Jennifer Wilson 425-231-6895

Both Skyles and Ms. Banks testified that no default motion pleadings arrived by mail or any other method at the above address or otherwise. CP 447, Paragraph 12 of the Skyles Declaration; CP 841, Paragraph 16 of the Declaration.

Skyles directed the trial court to CR 5(b)(2)(B)'s requirement the proof of service made by a person (not a lawyer) must be by affidavit. CP 901.

(D) Service by Mail.

(A) How made. If service is made by mail, the papers shall be deposited in the post office addressed to the person on whom they are being served, with the postage prepaid. The service shall be deemed complete upon the third day following the day upon which they are placed in the mail, unless the third day falls on a Saturday, Sunday or legal holiday, in which event service shall be deemed complete on the first day other than a Saturday, Sunday or legal holiday, following the third day.

(B) Proof of service by mail. Proof of service of all papers permitted to be mailed may be by written acknowledgment of service, by affidavit of the person who mailed the papers, or by certificate of an attorney. The certificate of an attorney may be in form substantially as follows:

CR 5(b)(2)(B)(emphasis added). Ms. Swanlund of The Gourley Law Group is not a lawyer, and her proof of service was not by affidavit. *Id.*

The Hopkins responded to Skyles' Motion as follows:

- The Hopkins maintained that the Superior Court had achieved personal jurisdiction via personal service without considering that a judgment issued against a defendant without notice might void as unconstitutional. CP 642.
- The Hopkins next affirmed that their failure to comply with CR 5(b)(2)(B) was harmless error because Ms. Swanlund cut a curative declaration of service almost a year after the initial service. CP 642-3. In making this affirmation, the Hopkins failed to address the distinction between curative declarations being permitted in cases of personal service under CR 5(a) and being prohibited in cases of service by mail under CR 5(b). CP 642-3.
- Next, the Hopkins suggested that the proof of service terms of CR 5(b)(2)(B) were permissive and not required—and certainly not required to be made pursuant to the laws of perjury. CP 644. The

Hopkins supported this statement by a wildly false statement of the law by stating the neither GR 13 nor RCW 9A.72.085 required statements related to these rules to be made “under penalty of perjury.” CP 644. Skyles countered that both provisions expressly state that statements made under these provisions must be made “under penalty of perjury.” CP. 631.

- Last on this issue, the Hopkins claimed that they were entitled to rely on the legal sufficiency of a form issued by the Clerk’s Office despite the fact that the Clerk’s Office is prohibited from giving legal advice to parties. CP 644.

The Hopkins’ bottom line was that being required to have office staff draft a very short declaration of service was too great a burden to impose on plaintiffs when a defendant’s constitutional rights were imperiled by a plaintiff’s use of the court system—even when the applicable court rules required such a declaration of service by non-lawyer law office staff.

2. FAILURE TO DISCLOSE THE HOPKINS CONCERNS RE SKYLES’ MENTAL CAPACITY TO THE TRIAL COURT.

Skyles noted for the trial court that Civil Rule 55 prohibits courts from issuing default judgments against incompetents. CP 903. This prohibition makes a defendant’s competency a material fact in the trial

court's decision to order the entry of a default judgment. *Id.* Skyles then pointed out to the trial court that the Hopkins obtained their Default Judgment in an *ex parte* proceeding, which triggered the application of RPC 3.3 (f) with heightened duty of disclosure for lawyers advocating in an *ex parte* proceeding. CP 904.

Skyles pointed out for the trial court that Snohomish Escrow initially was going to assess Skyles' competency (either directly or through The Gourley Law Group) in early about early April. CP 836 at Para. 8. Next, the Hopkins arranged to have Mr. Knappe evaluate Skyles. CP 865-874. Next at the request of Snohomish Escrow, the Hopkins sought to have a doctor assess Skyles or Snohomish Escrow could have Banks appointed as Skyles' legal guardian. CP 852-3.

The Hopkins and their lawyer disclosed none of these facts or concerns to the trial court, despite the fact that Snohomish Escrow was a dba or division of The Gourley Law Group. CP 861. The Hopkins' only response was that "Mr. Craig Gourley" had no knowledge regarding Skyles' condition—despite the fact that everyone working at Snohomish Escrow worked for him and reported to him; and despite the fact that as the supervising lawyer in the law firm, he was responsible for all those working below him. CP 645. Finally, it should be clear that The Gourley Law Group

failed to address the unique requirements of RPC 3.3(f), which required the Hopkins' lawyer, in an *ex parte* setting, to disclose all facts known to the law firm (from whatever source) about Skyles' competency to the trial court so it could assess the information independently to ensure that it did not issue a default against an incompetent person.

F. FACTS RE THE SKYLES' ASSIGNMENT TO THE BANKS

On September 26, 2015, Mrs. Billie E. Getschmann-Skyles passed away from cancer and Parkinson's disease with Dementia. CP 651. However, before she passed, Skyles had filed to vacate the judgment entered against in the BLA litigation, had filed her lawsuit related to the PSA, and had assigned her rights in these lawsuits and the underlying real property to the Banks. CP 727-734.

V. ARGUMENT

A. FAILURE TO EFFECTUATE PROPER SERVICE OF PROCESS RENDERS A DEFAULT JUDGMENT VOID.

Proper service of the summons and complaint is necessary to invoke the court's jurisdiction over a defendant. *See*, RCW 4.28.020, .080; Civil Rule 4; *Interior Warehouse Co. v. Hays*, 91 Wash. 507, 158 P. 99 (1916). A judgment entered without jurisdiction over the parties is void. *Bergren v. Adams CY.*, 8 Wn. App. 853, 509 P.2d 661 (1973). An Affidavit of Service

is subject to attack and may be discredited by competent evidence. *Lee v. Western Processing Co.*, 35 Wash. App. 466, 667 P.2d 638 (1983). Hence, Hopkins had to serve Skyles properly with the summons and complaint in Cause No. 14-2-07395-8 to invoke this Court's jurisdiction over her.

Service here is governed by RCW 4.28.080 (15). RCW 4.28.080 (15) establishes the requirements for serving an individual as follows:

In all other cases, to the defendant personally, or by leaving a copy of the summons at the house of his or her usual abode with some person of suitable age and discretion then resident therein.

Washington's Supreme Court analyzed this statute in the matter of *Salts v. Estes*, 133 Wn.2d 160, 164, 943 P.2d 275 (1997). The *Salts* Court determined that the statute states three requirements for a valid substituted service of process: (1) the summons must be left at the defendant's "house of his or her usual abode"; (2) the summons must be left with a "person of suitable age and discretion"; and, (3) the person with whom the summons is left must be "then resident therein." *Id.* The *Salts* Court was concerned, like here, with the third element of the statute.

In *Salts*, the issue was whether service of process on a neighbor caring for the defendant's residence and pets while the defendant was on vacation satisfied the third element of RCW

4.28.080 (15) such that a person being merely present in a defendant's residential abode equated to the person served being deemed "resident therein." *Id.* The *Salts* Court held that a person is resident therein if the person is actually living in the particular home at issue. *Id.* at 170-171(emphasis added). In reaching this result, the *Salts* Court surveyed a number of federal district court decisions to observe that the "usual rule is that service on employees and others who do not reside in the defendant's home does not comport with due process." *Id.* At 168-169. This last point alone would seem to exclude farm hands from being considered residents for purposes of abode service.

During the September 18, 2015 hearing, Skyles noted for this Court the opening words of Justice Talmadge in the *Salts* opinion:

RCW 4.28.080(15) has remained essentially untouched by the Legislature since it was enacted in 1893. What the Legislature has not seen fit to do -- change the wording of the statute -- we decline to do by judicial proclamation in the guise of liberal construction. The language of RCW 4.28.080 (15), permitting service of process at the defendant's usual abode with a person of suitable age and discretion who is then resident therein, should be enforced as it was written. *We do not adopt the principle in service of process that "close is good enough," . . .* (Emphasis Added.)

Salts v. Estes, 133 Wn.2d 160, 161, 943 P.2d 275 (1997).

Here, the Hopkins claim that Wagner served Skyles by serving Banks near a seated Skyles, who acknowledged him. CP 400. Skyles makes it clear in her two Declarations—which are filed in this matter—that no one served her and no one came to her mobile home serving papers on December 18, 2014. Nevertheless, if the Court reviews the two Wagner Declarations that are not contested, the Hopkins still fail to establish compliance with RCW 4.28.080 (15). This results because Wagner fails to swear under oath that he served papers at Skyles’ residential abode, and he fails to swear under oath that Banks resides in Skyles’ home.

The Hopkins—late in the round of hearings related to vacating their Default Judgment—offered up a declaration from a previously unmentioned Wagner companion: Jeannette Harrison. Ultimately, however, the Harrison Declaration fails to add to the analysis because Harrison fails to provide any evidence as to what took place at the “point of Wagner’s service” and fails even to address Banks’ role in the matter.

Last, the Hopkins sought the help of a trained investigator, Mr. Barcellos, to show that Banks and Skyles shared the same postal address and that much of the Skyles property had recently been transferred to Banks, but with reservations for her exclusive use until she passed (Mr. Barcellos

omitted these reservations from his declaration, however. Even then, Mr. Barcellos' Declaration fails to address Banks' role, if any, in the events of December 18, 2014 and is only able to establish that Banks has used the 41618 Mill Creek Road address for mail and his vehicle registration and that Skyles retained a life estate in the property and retained ownership of her mobile home until June 2015. Put simply, Barcellos established that Banks shared all the indicia of residing in Skyles' mobile home in the manner as an out-of-state landlord, who uses their rental property for local mail and for registration of a local vehicle. Thus, just as service of process on an out-of-state landlord may not effectuate service on the landlord's local tenant because the landlord fails to reside in the rental property, so would any claimed service on Banks fail to effectuate service on Skyles.

All of this begs the question: why did Wagner fail to create sworn statements to the trial court that addressed the Hopkins' claim that Wagner served Skyles by substitute service upon Banks at Skyles' residential abode and that Banks lived with Skyles in her mobile home. Wagner was in the best position to offer this evidence—which alone would seem to preclude the Harrison and Barcellos evidence under the best evidence rule.

B. Lack of Proper Notice Renders a Default Judgment Void.

Civil Rule 60(b)(5) provides a court with the authority to vacate a default judgment when "the judgment is void." In Washington, a judgment

is void when it is taken without the required notice to a defendant because taking a judgment without proper notice to a defendant fails to accord the defendant the proper constitutionally mandated due process of law. **Johnny Ware et al., v Al Phillips**, 77 Wn.2d 879, 883, 468 P.2d 444 (1970). Notice about a possible adverse judgment meets Constitutional muster when it appries the party to whom it is directed that her person or property is in Jeopardy. **Ware** at 882. In fact, a Court has no jurisdiction in any case to proceed to judgment until notice is given to party subject to the Judgment. **Ware** at 882. Judgments taken without Court jurisdiction are void. *See e.g.*, **Schell v. Tri-State Irrig.**, 22 Wn. App. 788, 591 P.2d 1222 (Div. III 1979).

Civil Rule 5 (a) mandates that every pleading and motion subsequent to the original complaint shall be served upon each party. Service by mail is allowed under Civil Rule 5 if the party serving by mail follows the specific steps set forth in CR 5(b)(2)(B). CR 5(b)(2)(B) provides in relevant part follows:

(B) Proof of service by mail. Proof of service of all papers permitted to be mailed may be by written acknowledgment of service, by affidavit of the person who mailed the papers, or by certificate of an attorney.
(Emphasis Added.)

Here, the Hopkins, via Ms. Tracy Swanlund a non-lawyer employed at the Gourley Law Group, executed a “certification of mailing” **not** made

pursuant to the laws of perjury for the State of Washington. In addition, both Mrs. Skyles and Ms. Wilson testify that they failed to receive the Hopkins' pleadings for the Hopkins' Motion for a Default Judgment. CP 447 and CP 841, respectively. Thus, given the undisputable fact that Ms. Swanlund served the default motion pleadings by mail without a sworn statement of mailing subject to Washington's perjury laws—the critical question becomes whether her failure to make the certification of mailing pursuant to Washington's perjury laws is fatal to the Hopkins' Default Judgment.

In fact, Washington law has considered the issue now before the Court on the Hopkins' Certificate of Service by Mail and has ruled that a certificate of mailing is fatally flawed when it's not made pursuant to the laws of perjury. In 2011, Division I of the Court of Appeals found that a certificate of service by mail not made under oath or under penalty of perjury is not proof that a document-set had been served as required by CR 5(b)(2)(B). *Herbert Brackman v. The City of Lake Forest Park*, 163 Wn. App. 889, 262 P.3d 116 (Div. I 2011). In *Brackman*, the issue was whether a party filing a MAR 7.1 request for a trial de novo complied with CR 5's service requirements (which are expressly incorporated into MAR 7.1) for serving such a request on an adverse party by mail. *Id.* Specifically in

Brackman, the serving party signed via a legal assistant a *Certificate of Mailing* materially identical to the *Certificate of Mailing* signed by Ms. Swanlund, including the fact of not signing it under oath or penalty of perjury. *Id.* The trial court in *Brackman* (which was affirmed by the Court of Appeals), struck the notice for a trial de novo because the serving party failed to comply with CR 5(b)(2)(B)'s requirements for proof of service for service by mail. *Id.* Simply put, the court struck the notice for a trial de novo because the legal assistant failed to make her Certification of Mailing under oath or pursuant to the laws of perjury. Ms. Swanlund did the same and the result should be the same here—the Court should strike the Hopkins' default judgment.

The Court in *Brackman* specifically addressed the issue of whether a certificate of mailing that met all the requirements except for the four magic words (“under penalty of perjury”) amounted to substantial compliance. *Id.* In addressing the issue, the court stated that failing to include the “under penalty of perjury” language is qualitatively different than substantial compliance. *Id.* The court went on to state that requiring the “under penalty of perjury” language is important to ensuring that the statement that the documents have been mailed is true and the absence of such language renders the certificate of mailing not proof at all. *Id.* Both

Skyles and Ms. Banks' statements about not receiving the Motion for Default and the Hopkins' failure to submit a valid proof of service render the Default Judgment inimical to Skyles' constitutional rights to due process and therefore void under Washington Law.

C. THE HOPKINS WITHHELD INFORMATION ABOUT THEIR CONCERNS, THE CONCERNS OF THE GOURLEY LAW GROUP, AND KNAPPE'S LETTERS AND ASSESSMENT WHEN THEY AND THEIR LAWYER WERE REQUIRED TO DISCLOSE THESE CONCERNS TO THE TRIAL COURT

Civil Rule 55 prohibits courts from issuing default judgments against incompetents. This prohibition makes a defendant's competency a material fact in a trial court's decision to order the entry of a default judgment against a defendant. Both the Hopkins and the Gourley Law Group had concerns that Skyles was incompetent. In fact, both were so concerned about Skyles' mental condition that Snohomish Escrow and the Hopkins arranged for an experienced, longtime lawyer to assess Skyles' competency. They arranged to have Mr. Carleton Knappe, an Estate and Trust lawyer (a.k.a. a Court Officer), assess Skyles in early April 2014. Mr. Knappe reduced his assessment of Skyles to writing in a letter dated April 8, 2014 (the "Knappe April 8 Letter"). In this Letter, Mr. Knappe stated that Skyles' lacked the mental acuity to participate in the underlying real estate transaction between the Hopkins and herself. CP 872-74. The

Knappe April 8 Letter sought additional information from the Hopkins or Snohomish Escrow, however, in response to the Letter, Snohomish Escrow instructed the Hopkins to work with Banks to by-pass Skyles' competency issues. The Hopkins and Snohomish Escrow evidenced guilty knowledge about the challenges presented by Skyles' lack of competency when they abandoned communications with Mr. Knappe.

The concerns raised by the Knappe April 8 Letter are only the tip of the iceberg when viewed in the context of Mr. Knappe's initial letter in this matter dated April 2, 2014 (the "Knappe April 2 Letter"). CP 868-871. Significantly, Knappe's April 2 Letter is counter-signed by both the Hopkins without any corrections or notations. *Id.* In this Letter, Knappe wrote:

You contacted me indicating that you have a pending real estate matter with Billie Getschman. You also indicated that the title company has raised an issue as to whether the purchase price is adequate for excise tax reporting purposes based on the true value of the property and has asked for a statement from an attorney (not a doctor) representing that Ms. Getschman is competent and therefore knowingly has entered into an agreement for the sale of 10 acres of her property at perhaps a lower than fair-market value.

Based on the Hopkins' counter signatures on the Knappe April 2 Letter, the Hopkins knew that their purchase price for the Skyles' property was below market and that even the title company had concerns with Skyles' competency (because who in their right mind would sell such a valuable piece of real estate at such a low price). And, if the title company and the

Hopkins knew about all these concerns then certainly Snohomish Escrow knew about them too, which was confirmed in the April 14, 2014 voicemail to Ms. Banks that included instructions from Snohomish Escrow for Ms. Banks to have Skyles assessed now by a medication doctor. CP 852-3. Snohomish Escrow is merely The Gourley Law Group by another name. CP 861. Yet, the lawyers at the Gourley Law Group and the Hopkins kept their knowledge about the many concerns regarding Skyles' competency, Knappe's assessments and letters, and about the fire-sale nature of the purchase price from the trial court when they obtain the Default Judgment from the Hopkins in an *ex parte* proceeding. (RP January 27, 2015 Hearing Pages 1-5).

1. DISCLOSURE REQUIREMENTS IN *EX PARTE* PROCEEDINGS

The January 27, 2014 hearing for the Hopkins' default motion was an *ex parte* proceeding. The transcript for the January 27, 2014 hearing shows that neither the Hopkins nor their lawyer for the hearing, Mr. Hause of the Gourley Law Group informed the trial court about any issues or concerns related to Skyles' competency, including no disclosures about the concerns that caused Snohomish Escrow to have Skyles evaluated in the first place. (RP January 27, 2015 Hearing Pages 1-5). The verbatim report of the January 27, 2014 hearing and the Hopkins' Default Motion pleadings

reveal that both the Hopkins and the Gourley Law Group withheld the information about the Knappe Letters and assessment from the Court on January 27, 2014. (RP January 27, 2015 Hearing Pages 1-5). Even the trial court's January 27, 2014 *Minute Entry* is devoid of any reference to the Hopkins' concerns (which prompted the Knappe assessment), the Knappe letters and assessment, or the Court making the required finding that Skyles was competent. CP 792. The Minute Entry also wrongly states that Skyles failed to file a Notice of Appearance. CP 792.

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MARK HOPKINS ET UX
(PLAINTIFF)
VS.
BILLIE E. GETSCHMANN SKYLES
(DEFENDANT)

CAUSE NO.: 14-2-07395-8
PRO TEM COMM: NICOLE WAGNER
CLERK: S. HUBER
DATE: 01/27/15 AT 10:30 A.M.
DIGITALLY RECORDED

THIS MATTER CAME ON FOR: MOTION FOR DEFAULT
CONTINUED DATE/TIME/CALENDAR AND CONTINUANCE CODE:
HEARING DATE SET/TIME/CALENDAR CODE:
ACTION:
HEARING STRICKEN/CODE:
PLAINTIFF APPEARED: NO
DEFENDANT APPEARED: NO
OTHER PARTIES PRESENT: NONE

COUNSEL: THOMAS HAUSE
COUNSEL: NOT PRESENT

DOCUMENTS FILED:
ORDERS ENTERED: ORDER OF DEFAULT, AND ORDER OF DEFAULT JUDGMENT QUIETING TITLE
*AND JUDGMENT SUMMARY, TO BE FILED BY COUNSEL HAUSE.

PROCEEDINGS/COURT'S FINDINGS:
THE COURT NOTES THAT SERVICE WAS PROPER AND THE DEFENDANT HAS NOT
APPEARED AND HAS NOT FILED A RESPONSE. THE COURT GRANTS THE RELIEF
REQUESTED.
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Skyles raises these various factual issues because lawyers have an affirmative, heightened duty when advocating in an *ex parte* setting. In an *ex parte* setting, RPC 3.3(f) imposes on lawyers the duty to disclose as set out below:

(f) In an *ex parte* proceeding, a lawyer shall inform the tribunal of all material facts known to the lawyer that will

enable the tribunal to make an informed decision, whether or not the facts are adverse.

RPC 3.3(f). The duty of candor in an *ex parte* proceeding directly influences the administration of justice. *In the Matter of the Disciplinary Proceeding against Stephen T. Carmick*, 146 Wash.2d 582, 48 P.3d 311 (2002). We cannot, and will not, tolerate any deviation from the strictest adherence to this duty. *Id.* Other courts besides Washington's Supreme Court have applied this same rule to motions or hearings on motions for default judgments to vacate such judgments because the moving party's conduct in affirmatively misstating facts or withholding information is particularly egregious. See, e.g., *Louisiana State Bar Ass'n v. White*, 539 So. 2d 1216, 1220 (1989).

Thus RPC 3.3(f) placed Mr. Hause (the Hopkins' lawyer at this hearing) under an affirmative duty to disclose the concerns of his law firm that prompted the assessment by Knappe, the concerns of the Title Company, and the Knappe assessment and Letters to the Court on January 27, 2014. Mr. Hause's decision to withhold the information relating to the Title Company, his law firm, and Knappe prevented the trial court from making an informed decision on a material facts that were made necessary the trial court's consideration by CR 55. Mr. Hause's violation of his

affirmative disclosure duty enabled the Hopkins to obtain a default judgment without triggering any judicial scrutiny of the fire-sale nature of the purchase price and of Skyles' competency—which scrutiny is mandated by CR 55.

The Hopkins and Mr. Hause used their collective silence to ensure that they could steer the Court to the desired outcome that benefited the Hopkins. Manipulating the Court in this manner taints the Court in the manner sought to be avoided by RPC 3.3(f). RPC 3.3(f) contemplates that the appearing party supply the court with all known information relevant and material to the relief requested so that the court, and not a party, may assess the information to reach the most just result possible. CR 60(b)(4) and (11) authorize the Court to use its discretion and equitable powers to vacate the January 27, 2014 Default Judgment.

D. DEFENDANTS ARE ENTITLED TO FEES FOR HAVING TO VACATE THE HOPKINS DEFAULT JUDGMENT.

Under the circumstances and facts presented here, it is appropriate for the court to award fees in connection with bringing this Motion. A court may award terms to a moving party when considering a motion to set aside a default judgment. The authority for such an award is equitable in nature and, as such, the authority gives the court liberal discretion to “preserve

substantial rights and do justice between the parties.” *See, Housing Authority of Grant County v. Newbigging*, 105 Wn. App. 178, 192, 19 P. 3d 1081 (2001).

E. Motions to Vacate Default Judgments.

Default judgments are disfavored because the law prefers determination of controversies on their merits. *Dlouhy v. Dlouhy*, 55 Wn.2d 718, 721, 349 P.2d 1073 (1960). Conversely, an orderly system of justice requires compliance with judicial process and finality to judicial proceedings. *Griggs v. Averbeck Realty, Inc.*, 92 Wn.2d 576, 581, 599 P.2d 1289 (1979). Regardless, a proceeding to vacate a default judgment is equitable in character and relief is to be afforded in accordance with equitable principles. " [T]he overriding reason should be whether or not justice is being done. " *Id.* at 582.

While relief from a default judgment is governed by equitable principles, the grounds and procedures for vacating a judgment are provided in CR 60. A trial court's decision to vacate a judgment under CR 60 is reviewed for an abuse of discretion. *Hwang v. McMahill*, 103 Wn. App. 945, 949, 15 P.3d 172 (2000), *review denied*, 144 Wn.2d 1011 (2001). Abuse of discretion is less likely to be found if the default judgment is set aside. *Griggs v. Averbeck Realty, Inc.*, 92 Wn.2d 576, 582, 599 P.2d 1289 (1979).

The law for vacating void default judgments differs from other types of challenges to default judgments. *See e.g., In re Marriage of Markowski*, 50 Wash. App. 633, 749 P.2d 754 (Div. III 1988). For instance, a party challenging a default judgment on grounds that the judgment is void for lack of jurisdiction, may raise that challenge at any time. CR 12(h)(3); *Bour v. Johnson*, 80 App. 643, 910 P.2d 548 (Div. II 1996). Further, a party challenging a default judgment on jurisdictional grounds need not demonstrate a defense on the merits of the case. *Schell v. Tri-State Irrigation*, 22 Wash. App. 788, 591 P.2d 1222 (Div. III 1979). Recall that under *Ware* that a court lacks jurisdiction until a party has notice of the intended matter. *Ware* at 882, 888. Finally, when a party demonstrates that a court entered a default judgment without the jurisdiction to take that action, the judgment is void and the court has a “nondiscretionary duty” to grant a motion to vacate such a judgment. *Brickum Inv. Co. v. Vernham Corp.*, 46 Wn. App. 517 (Div. I 1987).¹

In this case, the court's lack of jurisdiction to enter the default Order and Judgment is not reasonably contested. As such, both the Order and Judgment are void and must be vacated.

¹ It is axiomatic that the lack of jurisdiction also voids the court's Order of Default.

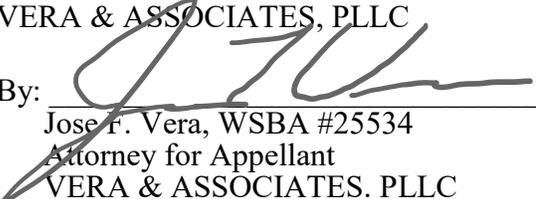
VI. CONCLUSION

For all the reasons stated herein, the Banks, as Skyles' Assignees, respectfully ask this Court to Order the Hopkins' Default Judgment vacated and to award the Banks their fees and costs incurred in vacating the Default Judgment both at the trial court level and on appeal.

Date: June 27, 2016

Respectfully submitted,

VERA & ASSOCIATES, PLLC

By: 

Jose F. Vera, WSBA #25534

Attorney for Appellant

VERA & ASSOCIATES, PLLC

200 W. Thomas St., Suite 420

Seattle, Washington 98119

(206) 217-9300

CERTIFICATE OF SERVICE

I, Jose F. Vera, hereby declare under penalty of perjury of the laws of Washington State, that on the dates listed below that I caused a true and correct copy of the documents listed below to be delivered to the below listed parties in the manner indicated.

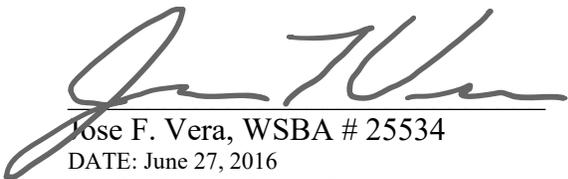
MOTION ON THE MERITS

Gourley Law Group	<input type="checkbox"/>	Cert. U.S. Mail, postage prepaid
P.O. Box 1091/1002 Tenth Street	<input checked="" type="checkbox"/>	Hand Delivered
Snohomish, Washington 98290	<input type="checkbox"/>	Overnight Courier
	<input checked="" type="checkbox"/>	Email

Date: June 27, 2016

Court of Appeals Clerks Office	<input checked="" type="checkbox"/>	E-filed via Court System
One Union Square	<input type="checkbox"/>	Hand Delivered
600 University Street	<input type="checkbox"/>	Overnight Courier
Seattle, WA 98101-1176	<input type="checkbox"/>	Email

Date: June 27, 2016



Jose F. Vera, WSBA # 25534
DATE: June 27, 2016
PLACE: Spokane County, Spokane WA