

TABLE OF CONTENTS

	Page
I. <u>INTRODUCTION</u>	1
II. <u>STATEMENT OF THE CASE</u>	2
III. <u>ISSUES PRESENTED</u>	8
IV. <u>LEGAL ARGUMENT</u>	8
A. <u>Judge Chushcoff’s “Deeds of Trust” Never Encumbered the Real Property at Issue and He has Received More than Susan Beck’s Share of the Proceeds</u>	8
B. <u>All Funds Advanced by Judge Chushcoff and his “Deeds of Trust” were Subject to the Claims in this Partition Action, of Which he had Actual Notice.</u>	10
C. <u>Judge Chushcoff may Not Relitigate the Order Compelling Sale and Voiding his First Deed of Trust that Was Affirmed on the Second Appeal (CP 1).</u>	13
D. <u>Judge Chushcoff did not Appeal the Trial Court’s Order of September 12, 2008 Allocating \$10,000 to the Thomases’ Claims and also Accepted the Benefits of the Order.</u>	14
E. <u>The Thomases Should be Awarded Their Fees and Costs on Appeal Pursuant to RAP 18.9.</u>	17
V. <u>CONCLUSION</u>	17
 APPENDICES	

TABLE OF AUTHORITIES

PAGE

WASHINGTON CASES

Chan v. Smider, 31 Wn. App. 730, 734, 644 P.2d 727 (1982).....15

Chavez v. Dept. Of Labor & Industries, 129 Wn. App. 236, 239;
118 P.3d 392 (2005)13

Loveridge v. Fred Meyer, Inc, 125 Wn. 2d 759, 763, 887 P.2d 898 (1995).....13

Lyons v. Bain, 1 Wash. Terr. 482 (1875).....15

Murray v. Murray, 38 Wn.2d 269, 229 P.2d 309 (1951).....15

Potter v. Potter, 46 Wn.2d 526, 282 P.2d 1052 (1955).....15

STATUTES

RCW 4.28.320.....11

COURT RULES

RAP 2.5.....15

RAP 18.1, 18.9.....17

OTHER AUTHORITY

20 Am. Jur. 2d, Cotenancy and Joint Ownership, § 1029

I. INTRODUCTION

Judge Bryan Chushcoff's current appeal is the **third appeal** in this nine-year old case, **a case over which Judge Chushcoff actually presided in 2001**. This Court will recall from its own prior rulings (Case Nos. 32504-7-II and 37587-7-II) the tortured history of this case, a case which has finally been concluded in the trial court by Judge Bruce Hilyer, the King County Superior Court Presiding Judge. Judge Hilyer graciously served as the visiting judge in this matter after this Court suggested that a visiting judge was appropriate in light of the involvement of Judge Chushcoff, the current Presiding Judge of Pierce County Superior Court. Judge Chushcoff has now appealed orders (1) voiding deeds of trust he had recorded without Mr. Rutledge's (the co-owner) signature and (2) allowing some of the money (\$9,480) that he had deposited in the Pierce County Superior Court on behalf of Susan Beck to be paid to the Respondents, Ryan and Julie Thomas, in partial satisfaction of their judgments against Ms. Beck. Now that a final judgment has now been entered in this case and Ms. Beck has not appealed, Judge Chushcoff's appeal the sole reason for the prolongation of this case.

II. STATEMENT OF THE CASE

Since this is the third appeal in this case, this Court is already quite familiar with most of the tragic history of this litigation. *See Rutledge v. Beck, Case No. 37587-7-II* (“**Div. II Op.**”). From the previous two appeals, this Court is aware that this lawsuit was originally commenced in 2000 as a partition action to adjudicate the respective rights and obligations of co-owners of a residence, Paul Rutledge and Susan Beck. **Div. II Op., p. 3.** After being unable to pay Mr. Rutledge his interest in the property, the trial court ordered that the property be sold in September 2004. **Div. II Op., p. 4.** In late October and early November 2004, the trial court entered an orders compelling Ms. Beck’s signature on a listing agreement. **Div. II Op., p. 4.** In January 2005, the trial court entered an order approving the sale of the Property to Ryan and Julie Thomas and compelling Ms. Beck to sign and initial every page of the parties’ REPSA, which she did. **Div. II Op., p. 5.** Ms. Beck unsuccessfully appealed some or all of these orders in her first appeal. *See Rutledge v. Beck, Case No. 32504-7-II.*

After losing her appeal in this Court and failing in her bid to obtain review by the Supreme Court, Ms. Beck filed bankruptcy, which is where this litigation was stuck until the bankruptcy court entered an order granting relief from stay so that the Pierce County Superior Court could resume jurisdiction over the matter. **Div. II Op., p. 6.**

Shortly after the matter was remanded to the state trial court, Ryan and Julie Thomas moved to intervene to assert their third-party claims under the REPSA and recorded a *lis pendens*, notifying the world of their contract rights and their claim to specifically enforce them. **Div. II Op., p. 7; Appendix C.** The trial court granted their motion to intervene on July 27, 2007. **Div. II Op., p. 7.** The Thomases then filed their motion for partial summary judgment on their specific performance claim, which the trial court granted on March 27, 2008. **Div. II Op., pp. 8-10.** That same day, the trial court entered an order granting Mr. Rutledge's motion to compel the sale to the Thomases in the context of the partition action, *which order also voided the deed of trust against the property at issue that Ms. Beck had given to Judge Chushcoff but which was not signed by Mr. Rutledge.* **Div. II Op., pp. 8-10.** Predictably, Ms. Beck appealed these

orders, and this Court affirmed these orders in *Rutledge v. Beck*, Case No. 37587-7-II.

Beck continued to resist the sale to the Thomases pending her second appeal, but was unable to meet the conditions for a stay and the transaction finally closed on July 3, 2008. **Div. II Op., p. 10, fn. 15.** Afterward, Beck refused to vacate the residence, necessitating that the Thomases obtain orders issuing writs of restitution and ejectment. **Declaration of Julie Thomas in Support of Motion for Summary Judgment re: Damages, filed 4/27/09, CP ____.**¹ Finally, after additional court hearings and the entry of an order ejecting/evicting Ms. Beck from the premises that was entered on September 12, 2009, Ms. Beck vacated the premises on September 28, 2009, leaving them in filthy state. ***Id.*, p. 2.** The Thomases spent three weeks cleaning the premises, hauling away abandoned furniture and appliances that were not included in the purchase and sale agreement, and making repairs before they finally moved in on October 19, 2008. ***Id.*, p. 2.**

After the July 2008 closing, litigation continued over the disposition of the proceeds of the sale and of the \$80,000 that Ms. Beck

had borrowed from Judge Chushcoff and deposited in the registry of the court in an attempt to thwart the sale to the Thomases. **Div. II Op., p. 4, fn. 5.** The \$50,000 that had been deposited in 2005 as a supersedeas bond had been previously disbursed to Mr. Rutledge in October 2007. The additional \$80,000 had been simply deposited in the court registry on behalf of Ms. Beck in November 2007 without any order or conditions, presumably for the purpose of satisfying the claims against her in the litigation. Both loans were purportedly secured by “deeds of trust” against the real property at issue, however both of these “deeds of trust” were executed only by Ms. Beck and not by her cotenant, Mr. Rutledge. **Div. II Op., p. 4, fn. 5.** As such, even under the legal authority cited and quoted by Judge Chushcoff (Brief of Appellant, p. 25), the only security that could be provided by these “deeds of trust” was Ms. Beck’s interest as a cotenant in the real property or her share of the sales proceeds, not the real property itself. Moreover, Ms. Beck’s share of any sales proceeds was subject to the claims against her in the litigation, including the Thomases’ claims for attorney’s fees and post-closing damages caused by Ms. Beck’s refusal to

¹ Respondents Thomas have filed a designation for this document.

cede possession of the residence after closing and by the condition in which she left the residence.

The first motion to disburse the proceeds from the sale of the property at issue and the \$80,000 that Beck had deposited in the registry in was heard by Judge Donald Thompson in September 2008. In his order of September 12, 2008, Judge Thompson denied the Thomases' and Mr. Rutledge's motions for attorney's fees², ordered that approximately \$80,000 of the funds be disbursed to Mr. Rutledge (\$50,000 in supersedeas funds had been previously disbursed to him in October 2007), ordered that \$10,000 be held to satisfy the post-judgment claims of the Thomases, and ordered that the remaining funds (\$99,401.38) to which Ms. Beck would be entitled be disbursed to Judge Chushcoff. **CP 18-20.** *Judge Chushcoff has accepted the benefits of this order and has not included that order in this appeal.*

After this Court affirmed the orders compelling the sale to the Thomases and remanded the issue of attorneys' fees to the trial court (with the suggestion that the remaining issues in the case be heard by a visiting judge), Judge Bruce Hilyer of the King County Superior Court agreed to

serve as the visiting judge. After hearing a number of motions on June 19, 2009, Judge Hilyer awarded the Thomases a judgment for approximately \$15,000 in attorneys' fees, denied Mr. Rutledge's request for fees, denied the Thomases' motion for summary judgment on their claim for post-closing damages, ordered that Ms. Beck's court-appointed attorney in fact (Mr. Callson) be paid \$520.00 out of \$10,000 still held in trust, denied Judge Chushcoff's motion to have the remainder of the \$10,000 disbursed to him, and ordered that the remaining funds held in trust (\$9,480) be disbursed to Thomases in partial satisfaction of their judgment for attorneys' fees against both Mr. Rutledge and Ms. Beck. **CP 48-55.**

Judge Chushcoff's motion for reconsideration of Judge Hilyer's orders disbursing \$9,480 to the Thomases and not to Judge Chushcoff was denied on August 10, 2009. **CP 118.**

A trial on the issue of the Thomases' post-closing damages was held on September 28, 2009, and a final judgment awarding the Thomases damages in the amount of \$10,380.11 and additional attorney's fees and costs in the amount of \$725.00 was entered on that date. **Appendix A.**

² This Court ultimately reversed Judge Thompson's denial of attorneys' fees in *Rutledge*

III. ISSUES PRESENTED

- A. Whether Judge Chushcoff's deeds of trust ever encumbered the real property at issue or just Susan Beck's share of the sales proceeds.
- B. Whether Judge Chushcoff's loans and deeds of trust were subject to and subordinate to the claims in this litigation.
- C. Whether Judge Chushcoff's appeal is barred by the doctrines of res judicata and collateral estoppel.
- D. Whether Judge Chushcoff's appeal is barred by the appellate doctrine of "Acceptance of Benefits."
- E. Whether the Thomases' be awarded their attorney's fees and costs on appeal.

IV. LEGAL ARGUMENT

A. Judge Chushcoff's "Deeds of Trust" Never Encumbered the Real Property at Issue and He has Received More than Susan Beck's Share of the Proceeds.

Even under the legal authority cited and quoted by Judge Chushcoff, the deeds of trust he drafted and Susan Beck signed *did not encumber the real property at issue* in this case. At best, these deeds of

v. Beck, No. 37587-7-II, pp. 17-18.

trust only encumbered *Susan Beck's undivided interest* as a tenant in common in the property, which ultimately turned out to be far less than Judge Chushcoff loaned her. At page 25 of Judge Chushcoff's brief, Judge Chushcoff includes the following quoted authority (20 Am. Jur. 2d Cotenancy and Joint Ownership, §102):

An encumbrance purportedly placed on the whole property is valid as to the cotenant who executed it, **and will be held good as to the part allotted to that cotenant in any subsequent partition. If there is a judicial sale of the premises to a stranger, the mortgage follows the mortgager's interest in the proceeds, and does not affect the title of the purchaser.**

Any cotenant may encumber his or her separate interest without consent, and without affecting the interest of other tenants.

(Emphasis added.) Thus, Judge Chushcoff's deeds of trust were never effective to encumber the property itself, do not affect the Thomases' title to the property, and his request to have them reinstated against the property *is frivolous under his own legal authority*.

Again, under the above authority, the only security that could be provided by Judge Chushcoff's deeds of trust was Susan Beck's share of the sales proceeds, which – even including the \$80,000 deposited in the registry of the court – was far less than the roughly \$99,000 that Judge Chushcoff **prematurely** received. After all, subsequent to Judge

Chushcoff's receipt of these funds, judgments for \$15,000 in attorney's fees (CP 48-55) and for \$11,105.11 (Appendix A) were entered in favor of the Thomases and against Susan Beck in this case, only \$9,480.00 of which has been satisfied out of the funds set aside by Judge Thompson. Judge Chushcoff should be ordered to disgorge and pay to the Thomases an additional \$16,625.11.

B. All Funds Advanced by Judge Chushcoff and his "Deeds of Trust" were Subject to the Claims in this Partition Action, of Which he had Actual Notice.

Irrespective of the *lis pendens* recorded by both Mr. Rutledge (Appendix B) and the Thomases (Appendix C), Judge Chushcoff had actual notice that a partition action concerning the property at issue and competing claims to it was pending when he made his loans to Susan Beck. After all, Judge Chushcoff himself presided over the case in 2001! The first \$50,000 that he loaned was for the supersedeas bond to stay the sale! An additional \$4,800 was loaned for attorney's fees! The remaining \$80,000 was deposited in the registry of the court in another last ditch effort to forestall the sale! Judge Chushcoff cannot credibly argue that the

money he loaned Susan Beck and the deeds of trust he obtained were actions that he took without notice of the litigation.

Moreover, Judge Chushcoff simply misstates the law with respect to the effect of the Thomases' lis pendens when he states: "A lis pendens, is a purely to give notice to protect third parties that there is a suit involving the real property. Here, Thomas got the realty. A lis pendens does not give Thomas any interest in the proceeds of the sale. (sic)" Brief of Appellant, p. 23. In fact, RCW 4.28.320 provides in pertinent part as follows:

4.28.320 Lis pendens in actions affecting title to real estate.

At any time after an action affecting title to real property has been commenced, or after a writ of attachment with respect to real property has been issued in an action, or after a receiver has been appointed with respect to any real property, the plaintiff, the defendant, or such a receiver may file with the auditor of each county in which the property is situated a notice of the pendency of the action, containing the names of the parties, the object of the action, and a description of the real property in that county affected thereby. From the time of the filing only shall the pendency of the action be constructive notice to a purchaser or encumbrancer of the property affected thereby, **and every person whose conveyance or encumbrance is subsequently executed or subsequently recorded shall be deemed a subsequent purchaser or encumbrancer, and shall be bound by all proceedings taken after the filing of such notice to the same extent as if he or she were a party to the action.** For the purpose of this section an

action shall be deemed to be pending from the time of filing such notice.

(Emphasis added.) The Thomases' lis pendens (Appendix C) was recorded July 17, 2007; Judge Chuscoff's second loan of \$80,000 and the second deed of trust he obtained occurred in October 2007. Clearly, under RCW 4.28.320, Judge Chushcoff's second loan and deed of trust were subject to the Thomases' claims in the partition action, and Judge Chushcoff should not have received any funds until Susan Beck's liability was finally determined. As it stands now, the Thomases have unsatisfied judgments against Susan Beck totaling \$16,625.11.

C. Judge Chushcoff may Not Relitigate the Order Compelling Sale and Voiding his First Deed of Trust that Was Affirmed on the Second Appeal (CP).

The issue of the voiding of Judge Chushcoff's first deed of trust to secure his supersedeas loan of \$50,000 is not significant because Judge Chushcoff has already received \$99,000 and Susan Beck's share of the proceeds **plus** the \$130,000 Judge Chushcoff loaned her was in excess of \$50,000. Again, as discussed above, Judge Chushcoff's deed of trust only gave him an interest in Susan Beck's share of the proceeds, not in the real property. Still, Judge Chushcoff, who actually filed motions in and participated in the second appeal, is barred from relitigating that appeal by the doctrines of *res judicata* and collateral estoppel. *Chavez v. Dept. Of Labor & Industries*, 129 Wn. App. 236, 239; 118 P.3d 392 (2005) ("Claim preclusion, or *res judicata*, prohibits the relitigation of claims and issues that were litigated, or could have been litigated, in a prior action."); *Loveridge v. Fred Meyer, Inc*, 125 Wn. 2d 759, 763, 887 P.2d 898 (1995). Judge Chushcoff clearly could have and should have intervened in that

appeal because he knew that the Order Compelling Sale (CP 1) was being reviewed.

D. Judge Chushcoff did not Appeal the Trial Court's Order of September 12, 2008 Allocating \$10,000 to the Thomases' Claims and also Accepted the Benefits of the Order.

Judge Chushcoff's appeal is in any event barred because he has not appealed Judge Thompson's order of September 12, 2008 (CP 18) and he also accepted the benefits of the order. Judge Thompson's order of September 12, 2008 ruled on the parties' interest in the in both the proceeds of the sale of the residence at issue and the \$80,000 that Susan Beck had borrowed from Judge Chushcoff and deposited in the registry of the court.³ The order required distribution of approximately \$80,000 to Mr. Rutledge, required that approximately \$10,000 be held in Mr. Rutledge's counsel's trust account for payment of costs and the Thomases' post-closing damages, and directed that the remaining funds that would otherwise be due to Ms. Beck be paid to Judge Chushcoff (approximately \$99,000). Judge Chushcoff accepted the funds that the order directed he be

³ The \$50,000 in supersedeas funds that Ms. Beck had previously borrowed from Judge Chushcoff had already been distributed to Mr. Rutledge.

paid, and even though he did not actually appeal this order he is trying to have it reversed as to the \$10,000 set aside for the Thomases.

In *Chan v. Smider*, 31 Wn. App. 730, 734, 644 P.2d 727 (1982), the court discussed the “acceptance of benefits” doctrine as follows:

Chan moves to dismiss the Smiders' appeal, claiming that under the "acceptance of benefits doctrine", the Smiders have waived their right to appeal.

RAP 2.5(b) provides, in pertinent part:

" (1) DECISION SUBJECT TO MODIFICATION. A party may accept the benefits of a trial court decision without losing the right to obtain review of that decision only (i) if the decision is one which is subject to modification by the court making the decision or (ii) if the party gives security as provided in subsection (b)(2).

(2) OTHER DECISIONS- SECURITY. If a party gives adequate security to make restitution if the decision is reversed or modified, a party may accept the benefits of the decision without losing the right to obtain review of that decision.

The trial court making the decision shall fix the amount and type of security to be given by the party accepting the benefits.

[1] Very few Washington cases deal with this doctrine, which was first recognized in *Lyons v. Bain*, 1 Wash. Terr. 482, 483-84 (1875). *See, e.g., Murray v. Murray*, 38 Wn.2d 269, 273-74, 229 P.2d 309 (1951); *Potter v. Potter*, 46 Wn.2d 526, 527, 282 P.2d 1052 (1955). The reason why an appellant accepting the benefits of the trial court's decision waives the right to appeal is because the

appellate court might rule that the appellant is not entitled to those benefits. 4 Am. Jur. 2d APPEAL AND ERROR 251 (1962).

Under the particular circumstances of this case Judge Chushcoff's acceptance of benefits under Judge Thompson's order of September 12, 2008 bars his appeal of subsequent orders relating to the distribution of the \$10,000 that Judge Thompson had set aside for the Thomases' claims for post-closing damages. This Court will note that this same order denied the Thomases' motion for attorney's fees under the contract, a decision that was later reversed by this Court and remanded to the trial court. At the time Judge Thompson was determining how much of the funds in trust to set aside for the Thomases, he had erroneously denied the Thomases' motion for fees. If he had correctly decided this issue, he would have presumably set aside more than \$10,000 to satisfy the Thomases' claims, in which case Judge Chushcoff would have received less than the \$99,000 that he received under the court's order. Naturally, Judge Chushcoff posted no security when he accepted funds prematurely.

E. The Thomases Should be Awarded Their Fees and Costs on Appeal Pursuant to RAP 18.9.

While “frivolous” certainly means different things to different people, the Thomases regard the Judge Chushcoff’s appeal as utterly devoid of legal merit and vexatious. Far too many resources had been expended litigating this case even before this appeal. It seems evident to the Thomases that this appeal was prompted much more by vindictiveness and bad blood than by a rational assessment of its legal merit. Thus, the Thomases should be awarded their attorneys’ fees and costs under RAP 18.9. The Thomases will comply with RAP 18.1 (d) if this Court rules that they are entitled to recover their attorneys’ fees and costs.

V. CONCLUSION

For the foregoing reasons, not only should Judge Chushcoff’s appeal be denied, but he should be required to disgorge and pay to the Thomases \$16,625.11, the amount by which he was prematurely overpaid. Also, the Thomases should also be awarded their reasonable attorney’s

fees and costs on appeal. This ten-year legal saga must end.

Respectfully submitted this 6th day of January, 2010.


William R. Spurr, WSBA#20064

DECLARATION OF SERVICE

The undersigned hereby declares under the penalty of perjury under the laws of the State of Washington that on the 6th day of January, 2010, copies of this document were deposited in the U.S. Mail, postage prepaid, addressed as follows:

David C. Ponzoha, Clerk
The Court of Appeals
Division II
950 Broadway, Ste. 300
Tacoma, WA 98402-4427

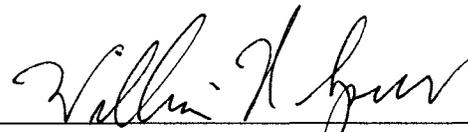
Paul Rutledge Estate
c/o Maureen J. Haugen
435 Ridgeland Drive
Sharp Chapel, TN 37866

Bryan Chushcoff
6905 Narrows Lane
Tacoma, WA 98407

Susan Beck
7420 Rosedale St. NW
Gig Harbor, WA 98335

FILED
COURT OF APPEALS
DIVISION II
10 JAN -7 PM 12:03
STATE OF WASHINGTON
BY DEPUTY

Dated this 6th day of January, 2010 at Seattle, Washington.


William R. Spurr, WSBA No. 20064

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DEPARTMENT OF JUDICIAL ADMINISTRATION KING COUNTY WASHINGTON

The Honorable Bruce Hilyer, Visiting Judge
Trial Date: Monday, September 28, 2009
Time: 10:00 a.m.

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

PAUL J. RUTLEDGE,

Plaintiffs,

vs.

SUSAN E. BECK,

Defendant.

No. 00-2-09367-1

FINDINGS OF FACT, CONCLUSIONS OF
LAW AND JUDGMENT

(Clerk's Action Required)

RYAN THOMAS and JULIE THOMAS, husband
and wife,

Third Party Plaintiffs,

Vs.

PAUL J. RUTLEDGE; SUSAN E. BECK,

Third Party Defendants.

JUDGMENT SUMMARY

- 1. Judgment Creditors: Ryan and Julie Thomas
- 2. Judgment Debtors: Susan Beck
- 3. Principal Judgment Amount: \$ 10,380.41
- 4. Attorneys' Fees: \$ 525.00
- 5. Costs: \$ 200.00 (FILING FEE)
- 6. Attorney for Judgment Creditors: William R. Spurr

FINDINGS OF FACT, CONCLUSIONS
OF LAW AND JUDGMENT - 1

WILLIAM R. SPURR
1001 FOURTH AVE., STE. 3600
SEATTLE, WA 98154
(206) 682-2692

ORIGINAL

1 ALL JUDGMENT AMOUNTS SHALL BEAR INTEREST AT 12% PER ANNUM.

2
3 THIS MATTER having come on for trial before the court on September 28, 2009. Ryan and
4 Julie Thomas were represented by William R. Spurr; Paul Rutledge [did not appear] was represented
5 by Peter Kram; Susan Beck [did not appear] appeared *pro se*. Bryan Chushcoff did not appear. The
6 Court, having considered the evidence, now makes the follows:

7 **FINDINGS OF FACT**

8 I

9 Ryan and Julie Thomas closed on their purchase of the residence formerly owned by Susan
10 Beck and Paul Rutledge and occupied by Susan Beck on July 3, 2008. The address of the residence is
11 3502 – 125th Street NW, Gig Harbor, WA 98332. Ms. Beck did not vacate the premises after closing.

12 II

13 After the subsequent entry of an order to evict Susan Beck, Ms. Beck finally vacated the
14 premises on September 28, 2008. Ms. Beck left the residence in a filthy state, requiring the Thomases to
15 work many hours cleaning and to incur disposal fees totaling \$780.11.

16 III

17 Upon vacating the premises, Ms. Beck wrongfully removed a generator that had been
18 permanently wired into the residence as an auxillary power source. The replacement value of the
19 generator is at least \$3,000.

20 IV

21 The fair market rental value of the residence that was wrongfully occupied by Susan Beck after
22 closing was \$ 2200 per month. The total fair market rental value of the residence during the
23 period of Ms. Beck's wrongful occupancy is \$ 6600.

1 From the foregoing Findings of Fact, the court makes the following:

2 **CONCLUSIONS OF LAW**

3 I

4 Susan Beck's actions after the Thomases had closed their purchase of the residence located at
5 3502 - 125th Street NW, Gig Harbor, WA 98332 were wrongful and damaged the Thomases.

6 II

7 Judgment should be entered in favor of the Thomases and against Susan Beck in the principal
8 amount of \$ 10,380.11. The Thomases shall also be awarded additional reasonable
9 attorneys' fees in the amount of \$ 525⁰⁰.

10 **JUDGMENT**

11 The court having made and entered its Findings of Fact and Conclusions of Law, NOW,
12 THEREFORE,

13 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

14
15 Judgment shall be entered in favor of the Thomases and against Susan Beck in the principal
16 amount of \$ 10,380.11. The Thomases shall also be awarded additional reasonable
17 attorneys' fees in the amount of \$ 525⁰⁰. Said sums shall accrue interest at twelve percent
18 (12%) per annum until paid.

19
20 DONE IN OPEN COURT this 28 day of September, 2009.

21
22 
23 Judge Bruce Hilyer, Visiting Judge

1 Presented by:

2 LAW OFFICE OF WILLIAM R. SPURR

3
4 By: William R. Spurr
5 William R. Spurr, WSBA #20064
6 Attorney for Ryan and Julie Thomas

6 Copies received:

7
8 Susan Beck
9 7420 Rosedale St. NW
10 Gig Harbor, WA 98335

Bryan Chushcoff

10 Leggett & Kram

11
12 Peter Kram, WSBA #
13 Attorneys for Rutledge

26

200007130742 3 pg
7-13-2000 04:30pm \$10.00
PIERCE COUNTY, WASHINGTON

Return to:
Peter Kram
Leggett & Kram
1901 South I Street
Tacoma WA; 98405-3810

LIS PENDENS

Reference numbers of related documents: n/a

Grantor: Susan E. Beck

Grantee: Paul J. Rutledge

Legal Description

1. Abbreviated Form:

Lot 8 of Forest Ridge Subdivision No. 1

2. Additional legal description:

Lot 8 of Forest Ridge Subdivision No. 1, according to Plat recorded in Book 54 of Plats at pages 11 and 12, Pierce County, Washington.

Tax Parcel Number: 3941500080

For reference only, not for re-sale.

200007130742

For reference only, not for re-sale.

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SUPERIOR COURT OF WASHINGTON FOR PIERCE COUNTY

PAUL J. RUTLEDGE,)
Plaintiff,)
vs.)
SUSAN E. BECK,)
Defendant.)

NO. 00 2 09367 1

A M E N D E D
L I S P E N D E N S

NOTICE IS HEREBY GIVEN:

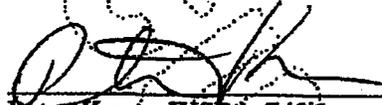
An action has been commenced in the above-entitled court by the plaintiff above-named against the defendant above-named.

The object of the action is to quiet title to the following described certain real property located at 3502 125th Street NW, Gig Harbor, Pierce County, WA 98335 and more fully described as:

Lot 8 of Forest Ridge Subdivision No. 1, according to Plat recorded in Book 54 of Plats at pages 11 and 12, Pierce County, Washington, Tax Parcel No.: 3941500080.

DATED this 11 day of July, 2000.

LEGGETT & KRAM

By 
Peter Kram, WSBA 7436
Attorney for Plaintiff

STATE OF WASHINGTON)
: ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that the person appearing before

AMENDED LIS PENDENS
Page 1
RUTLE016.LIS

LEGGETT & KRAM, Attorneys at Law
1901 South I St, Tacoma WA 98405-3810
(253) 272-7929; FAX (253) 272-4616

200007130742

1 me and making this acknowledgement is the person whose true signature appears on this
2 document.

3 On this date personally appeared before me Peter Kram, to me known to be the
4 individual described in and who executed the within and foregoing instrument, and
5 acknowledged that he signed the same as his free and voluntary act and deed, for the uses
6 and purposes therein mentioned.
7

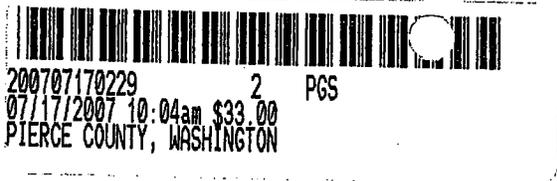
8 Given under my hand and official seal this 11th day of July, 2000.

9
10 Rebecca Dirk
11 NOTARY PUBLIC in and for the State of
12 Washington, residing at Puyallup.
13 My appointment expires: 3-19-01



For reference only, not for re-sale.

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**Recording Requested By and when
Recorded Return To:**

**William R. Spurr
JOHNSON & SPURR
600 Stewart Street, Ste. 1500
Seattle, WA 98101-1246**

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR PIERCE COUNTY**

PAUL J. RUTLEDGE,

Plaintiffs,

vs.

SUSAN E. BECK,

Defendant.

No. 00-2-09367-1

LIS PENDENS

**RYAN THOMAS and JULIE THOMAS, husband
and wife,**

Third Party Plaintiffs,

Vs.

PAUL J. RUTLEDGE; SUSAN E. BECK,

Third Party Defendants.

**Grantor (Third Party Defendants): Paul J. Rutledge and Susan E. Beck
Grantee (Third Party Plaintiffs): Ryan Thomas and Julie Thomas, Husband and Wife
Légál Description (abbreviated): Lot 8, Forest Ridge Division No. 1, Book 54 Plats,
pages 11-12, Pierce County
Tax Parcel Numbers: 39441500080**

**NOTICE IS HEREBY GIVEN, that an action has been commenced and is now
pending in the Superior Court of the State of Washington for King County, upon the**

33

complaint of the third party plaintiff against the third party defendants, and all other persons claiming any right, title, estate, lien or interest in the Real Estate described in the Complaint, and that the object of that action is to obtain specific performance of a contract to convey the following described real property :

Lot 8, Forest Ridge Division No. 1, according to the Plat recorded in Book 54 of Plats, Pages 11 and 12, in Pierce County, Washington.

All persons in any manner dealing with the real estate subsequent to the filing hereof will take subject to the rights of the Plaintiffs as established in that action.

Dated: July 13th, 2007



William R. Spurr, attorney for Third Party Plaintiffs
Ryan and Julie Thomas