

No. 45667-2-II

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STATE OF WASHINGTON

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COURT OF APPEALS, DIVISION II  
OF THE STATE OF WASHINGTON

Grays Harbor Superior Court Case No. 08-2-00254-0

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JERRY MULDER and SALLY MULDER,

Plaintiffs/Respondents,

v.

CABINET DISTRIBUTORS, INC.,

Defendant/Appellant.

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BRIEF OF RESPONDENTS

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Allen T. Miller  
The Law Offices of Allen T. Miller, PLLC  
1801 West bay Dr. NW, Suite 205  
Olympia, WA 98502  
(360) 754-9156  
Attorney for Appellant



ORIGINAL

BRIEF OF RESPONDENTS

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## **I. INTRODUCTION**

The Respondents, JERRY and SALLY MULDER (hereinafter “Mulders”), ask the Court of Appeals to affirm the Superior Court order granting attorney’s fees and costs to the Mulders as the substantially prevailing party in the underlying matter.

## **II. STATEMENT OF THE ISSUES**

1. Whether the trial court erred in finding that the contract with a one-sided attorney’s fees provision applied to the Mulders.
2. Whether the trial court erred in awarding the Mulders attorney’s fees as the prevailing party.
3. Whether the Mulders are entitled to attorney’s fees on the appeal.

## **III. STATEMENT OF THE CASE**

### **A. General Background of the Contract Dispute**

On February 3, 2004, the Mulders entered into a contract with CDI for the purchase and installation of new cabinets and countertops in their home in McCleary, Washington. (CP 14-15, see attached as Appendix A) The agreement required CDI to provide all labor, materials, and complete installation of cabinets and countertop surfaces in the kitchen, master bathroom, second bathroom, and closet doors and shelves in the Mulders’ home.

CDI commenced installation on or about August 31, 2004. The cabinets and countertops were improperly installed. The cabinets did not fit the area designated for installation. The countertops were scratched and dimpled.

CDI failed to complete the work. The installation that was completed was of such poor quality and poor workmanship that the Mulders were hampered in the use and enjoyment of their kitchen, bathrooms, and other areas of their home that were impacted by CDI's defective craftsmanship.

The Mulders demanded that CDI replace the defective cabinets, doors, countertops, and other defects. CDI refused to cure or replace the defective cabinets, doors, and countertops. CDI did not repair or replace any of the other defective work. The Mulders held back full payment pending resolution of the issues involving the defective workmanship.

### **B. Jury Trial and Verdict**

The jury trial in this matter commenced on June 6, 2011. At the close of trial, a Special Verdict Form was provided to the jury that outlined the factual issues for the jury's consideration. The jury rendered its special verdict on June 10, 2011. The jury determined that CDI breached the contract and awarded the Mulders damages in the amount of \$7,600.00. The jury also determined that the Mulders breached the contract by failing to pay CDI the full amount of the contract and awarded CDI damages in the amount of \$2,400.00. Thus, the Mulders prevailed with a net damage award of \$5,200.00.

Following the jury trial's verdict, CDI moved to amend the jury verdict. The trial court found that the jury's answers to the special verdict were inconsistent and irreconcilable and vacated the Jury verdict and granted a new trial. CDI appealed the grant of the new trial.

The Court of Appeals, Division II issued an unpublished decision on February 12, 2013 and issued its Mandate on March 15, 2013. (CP 1-3).

**C. Remand to the Trial Court following CDI's Initial Appeal in Court of Appeals, Division II, 42457-6-II**

This matter returned to the trial court on remand from the Court of Appeals, District II, 42457-6-II for entry of judgment in conformity with the jury's verdict that the Mulders' damages were \$7,600.00 and that CDI's damages were \$2,400.00. The trial court determined that the Mulders were the prevailing party and entered a \$5,200.00 final judgment in their favor, (See Appendix B) along with an order granting the Mulders Motion for Attorney's Fees and Costs in the amount of \$48,594.96, plus interest. (CP 207-211, see Appendix C) for a total judgment of \$53,794.96

**IV. SUMMARY OF ARGUMENT**

The adhesion contract between CDI and the Mulders included a provision regarding attorney's fees that entitles CDI to attorney's fees in "*the event collection or court proceedings are instituted to enforce this agreement or any portion thereof, Purchaser agrees to pay...reasonable attorney fees and costs in addition to any sum due herein.*" (emphasis added) (CP 14-15). The contract language is clearly one-sided in favor of CDI.

Contract language that allows only one party an entitlement to attorney's fees and costs is unlawful under RCW 4.84.330, and the prevailing party, regardless of which party in the contract, is entitled to reasonable attorney's fees in addition to costs and necessary disbursements. Therefore, under the contract, the Mulders, as the prevailing party were entitled to attorney's fees and costs under RCW 4.84.330.

The Mulders were the prevailing party and as such are entitled to reasonable attorney's fees and costs. As the jury awarded the Mulders the larger sum of damages with a net judgment of \$5,200.00, the Mulders are the prevailing party and are entitled to reimbursement of their attorney's fees and costs.

## **V. ARGUMENT**

### **A. Standard of Review**

A trial court's decision to award fees is a question of law and reviewed to determine if the relevant statute or contract provides for an award of fees. *Mehlenbacher, et al. v. DeMont, et al.*, 103 Wn.App. 240, 11 P.3d 871 (2000). If the meaning of an attorney's fee statute is at issue, the Court of Appeals reviews the decision to award or not award attorney's fees de novo as a question of law. *Wachovia SBA Lending v. Kraft*, 138 Wn.App. 854, 158 P.3d 1271 (2007).

Whether an attorney's fees award is reasonable is reviewed by the appellate court for an abuse of discretion. *Bloor, et al. v. Fritz, et al.*, 143 Wn.App. 718, 180 P.3d 805 (2008). The appellate court will not disturb awards of attorney's fees unless the trial court abused its discretion. *See Hertz, et al. v. Riebe, et al.*, 86 Wn.App. 102; 936 P.2d 24 (1997); *Mike's Painting, Inc. v. Carter, Welsh, Inc.*, 95 Wn.App. 64, 975 P.2d 532

(1999); *Transpac Development Inc. v. Young Suk Oh*, 132 Wn.App. 212, 130 P.2d 892 (2006); *Bloor, et al. v. Fritz, et al.*, 143 Wn.App. 718, 180 P.3d 805 (2008). An abuse of discretion is reviewed as to whether the award was based upon tenable grounds or reasons. The trial court abuses its discretion only when its decision is manifestly unreasonable.

**B. RCW 4.84.330 applies to the contract between CDI and the Mulders**

a) The trial court did not err in finding that the CDI contract with a one-sided attorney's fees provision applied to the Mulders

Washington follows the American rule that a prevailing party is entitled to attorney's fees if the fees are authorized by a contract, a statute, or a recognized equitable ground. *Mehlenbacher, et al. v. DeMont, et al*, 103 Wn. App.240, 11 P.3d 871 (2000). RCW 4.84.330 defines a prevailing party as the party in whose favor final judgment is rendered. That, in turn, has been interpreted to mean the party who substantially prevailed.

The adhesion contract between CDI and the Mulders contains a provision regarding attorney's fees that states:

*...In the event collection or court proceedings are instituted to enforce this Agreement of any portion thereof, PURCHASER agrees to pay the cost of said collection and/or reasonable attorney's fees and costs in addition to any sum due herein...(emphasis added)*

(CP 14-15). Contract language that allows only one party an entitlement to attorney's fees and costs is void under RCW 4.84.330 which provides:

In any action on a contract or lease entered into after September 21, 1977, where such contract or lease specifically provides that attorney's fees and costs, which are incurred to enforce the provisions of each contract, or

lease, shall be awarded to one of the parties, the prevailing, party, whether he or she is the party specified in the contract or lease, shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursement.

Attorney's fees provided for by this section shall not be subject to waiver by the parties to any contract or lease which is entered into after September 21, 1977. Any provision in any such contract or lease which provides for a waiver of attorney's fees is void.

The purpose of RCW 4.84.330 is to make unilateral contract provisions bilateral by expressly awarding fees to the prevailing party in a contract action. *Wachovia SBA Lending, Inc. v. Kraft*, 165 Wash.2d 481, 200 P.3d 683, 687 (2009), citing *Touchette v. Nw. Mut. Ins. Co.*, 80 Wash.2d 327, 335, 494 P.2d 479 (1972). In any action on a contract, where such contract specifically provides for reimbursement of attorney's fees and costs, whether he is the party specified in the contract or not, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements. *Scoccolo Construction, Inc. v. City of Renton*, 158 Wash.2d 506, 521-524, 145 P.3d 371 (2006).

In *Scoccolo*, the Washington Supreme Court found that a contract that provided for the Petitioner to pay any costs, expenses, and reasonable attorney's fees incurred by the Respondent as part of the enforcement of any agreements was applicable in the case and therefore, as the prevailing party, the Petitioner was entitled to attorney's fees and costs under RCW 4.84.330. *Id.* at 378. Additionally, courts have held that an award of attorney's fees is appropriate when the contract provides for fees and costs and the contract is central to the dispute. 25 Wash. Prac., Contract Law And Practice § 14:18 (2d ed. 2013). If the contract provides for the award of attorney's fees, the trial court does not

have the power to deny the award of attorney's fees. *Singleton v. Frost*, 108 Wash. 2d 723, 730, 742 P.2d 1224 (1987).

The contract between the Mulders and CDI, which is central to this case, specifically states that attorney's fees will be awarded in any "court proceedings." Therefore, the Mulders are entitled to attorney's fees and costs, even though the contract language in the CDI contract was not reciprocal. See *Phillips Building Co. v. Bill An, et al*, 81 Wn.App. 696, 915 P.2d 1146 (1996).

**C. The Mulders are the Substantially Prevailing Party and are entitled to Attorney's Fees**

- a. The trial court did not abuse its discretion in awarding the Mulders attorney's fees as the substantially prevailing party

Costs, disbursements, and attorney's fees are recoverable for the prevailing party in a civil case as set forth in RCW 4.84.010 and 4.84.330. In addition, as discussed above, RCW 4.84.330 provides that a contract containing a provision for attorney's fees entitles the prevailing party to reasonable fees and costs. *Lane v. Wahl*, 101 Wn.App. 878, 884, 6 P.3d 621 (2000). In addition, while a court can require a party to segregate attorney's fees based on successful and unsuccessful claims, this is left to the discretion of the court. See *Bloor, et al. v. Fritz, et al.*, 143 Wn.App. 718, 180 P.3d 805 (2008). In *Bloor*, the appellate court found that while a trial court may require a plaintiff to segregate its attorney's fees between successful and unsuccessful claims, if the claims are inseparable, the trial court may award the plaintiff all its fees. In this case, the claims were deemed inseparable as they arose from the same set of facts. *Bloor* at 822. The Mulders provided the trial court documented proof of the costs, disbursements and

attorney's fees incurred by the Mulders in the trial of this matter. (CP 16-30). The Mulders were the substantially prevailing party and as such, are entitled to all of the attorney's fees and costs awarded by the trial court.

Generally, a prevailing party is one who obtains a judgment in its favor. *Riss v. Angel*, 131 Wash.2d 612, 633, 934 P.2d 669 (1997). In *Riss*, "prevailing party" was further defined, for the purposes of the contractual provision for an award of attorney's fees, to mean a party in whose favor, final judgment is rendered and if neither party wholly prevails, then the determination of who is a prevailing party depends upon who is the substantially prevailing party, and this question depends upon the extent of the relief afforded the parties. *Id.* This determination turns on the extent of relief awarded to the parties. *Id.* The court in *Phillips Building Co., Inc. v. An* affirmed this by stating "in cases where both parties are awarded relief, the net affirmative judgment may determine the prevailing party." *Phillips Building Co., Inc. v. An*, 81 Wash. App. 696, 915 P.2d 1146, 1149 (1996) citing *Marassi v. Lau*, 71 Wash.App. 912, 915, 859 P.2d 605 (1993); *Moritzky v. Heberlein*, 40 Wash.App. 181, 183, 697 P.2d 1023 (1985).

In this matter, the jury awarded the Mulders the amount of \$7,600.00 related to damage to the Mulders' home caused by CDI. The jury awarded CDI the lesser sum of \$2,400.00 as the amount of money that the Mulders still owed CDI for work on the Mulders' home. The jury awarded the Mulders the larger sum of damages with a net judgment of \$5,200.00, therefore the Mulders are the prevailing party and are entitled to reimbursement of attorney's fees and costs under *Riss v. Angel*, 131 Wn.2d 612, 912 P.2 1028 (1996).

In the absence of a predetermined method set forth in the contract itself, the proper method for the calculation of a reasonable fee award is the lodestar method. The lodestar approach sets fees by multiplying a reasonable hourly rate by the reasonable number of hours spent on the lawsuit. This method dictates that attorney's fees are calculated by establishing a lodestar fee and then adjusting it up or down based on other external factors. *See Crest, Inc. v. Costco Wholesale Corporation, et al.*, 128 Wn.App. 760, 115 P.3d 349 (2005). The \$53,794.96 awarded is reasonable under these factors and the trial court did not abuse its discretion.

**D. The Mulders are entitled to Attorney's Fees on the appeal**

The Mulders are requesting attorney's fees for this appeal. In order to receive an award on attorney's fees on appeal, a party must devote a section of the brief to the fee request. This request must include argument and citation to authority under RAP. 18.1(b).

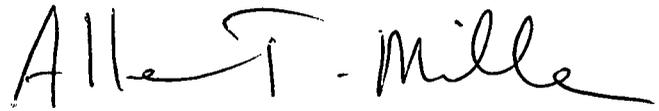
Where a statute or contract allows an award of attorney fees at trial, an appellate court has authority to award fees on appeal. *Bloor v. Fritz*, 143 Wash.App. 718, 180 P.3d 805, Wash.App. Div. 2 (2008). A contractual attorney fee clause will support an award of attorney fees to the prevailing party on appeal in an action on the contract. *Transpac Development, Inc. v. Oh*, 132 Wn.App. 212 (2006). As argued above, the CDI adhesion contract included an attorney fee clause. (CP 14-15.)

The Mulders were the substantially prevailing party in this case and should be granted attorney's fees for having to respond to CDI's appeal.

## VI. CONCLUSION

The adhesion contract between the Mulders and CDI provided for attorney's fees. As the substantially prevailing party in the trial of this matter, the Mulders are entitled to an award of attorney's fees and costs and disbursements as determined by the trial court. This court should affirm the trial court's judgment in favor of the Mulders for attorney's fees owed in the amount of 48,594.96, plus interest in addition to the underlying judgment of \$5,200.00 for a total judgment of \$53,794.96. This court should also award the Mulders attorney fees on appeal.

Dated this 2<sup>nd</sup> of May, 2014



---

Allen T. Miller / WSBA No. 12936  
Attorney for Plaintiffs/Respondents

**CERTIFICATE OF SERVICE**

I certify that I caused a copy of the foregoing document to be served on all parties or their counsel of record on this 12th day of May, 2014, as follows:

John E. Zehnder, Jr. Brent Williams-Ruth Scheer & Zender, LLP 701 Pike Street, Suite 2200 Seattle, WA 98101 <a href="mailto:jzehnder@scheerlaw.com">jzehnder@scheerlaw.com</a> <a href="mailto:Bwilliams-ruth@scheerlaw.com">Bwilliams-ruth@scheerlaw.com</a>	<input checked="" type="checkbox"/> US Mail, Postage Prepaid <input type="checkbox"/> Certified Mail, Return Receipt Requested <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> E-mail
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I certify under penalty of perjury, under the laws of the State of Washington, that the foregoing is true and correct.

Dated this 12th day of May, 2014 at Olympia, WA.

  
Sara Kirry

11:00 AM  
MAY 14 2014  
STATE OF WASHINGTON  
CLERK OF SUPERIOR COURT  
OLYMPIA, WA



**CABINET DISTRIBUTORS, INC.**

Elma P O Box 539/617 E Young  
Elma, WA 98541  
482-3036 or 800-207-0302  
360-482-4449 FAX

Lacey P O Box 8399, Lacey, WA 98509  
5010 Lacey Blvd, Lacey, WA 98503  
360-493-1628  
360-438-0146 FAX

**KITCHEN & BATH PRODUCTS PURCHASE AGREEMENT**

BETWEEN Jerry Mulder (PURCHASER)

HOME ADDRESS 24 Overlake

CITY McCleary STATE Wa ZIP CODE 98557

PHONE NUMBER 360-701-1719

DELIVERY ADDRESS Same

AND CABINET DISTRIBUTORS, INC (SELLER)

Cabinet Distributors Inc. hereby agrees to furnish the Kitchen & Bath products itemized on the attached Order List here to and made part of this Agreement. The Drawings and Customer Order Confirmation by CDI have been reviewed by the PURCHASER for accuracy, are attached here to and form a part of this Agreement.

PURCHASER agrees to pay in a timely fashion the Total Purchase Price as hereinafter set forth

Contract Price, including freight and handling . \$ 11,363.84  
Sales Tax (or Resale # \_\_\_\_\_) . \$ 943.20  
TOTAL PURCHASE PRICE . . . \$ 12,307.04

**SCHEDULE OF PAYMENTS**

Upon signing of this agreement (50%) ... .. 6,153.52  
Upon delivery of cabinets from manufacturer (50%) ... 6,153.52

FINAL AMOUNT DUE \$ 6,153.52 shall be paid within ten (10) days upon notification that your cabinetry has arrived at our Warehouse. Upon receipt of the final payment, delivery will be scheduled. No deliveries will be made until all charges are paid in full. Storage fees of \$2.50 per day will commence fifteen (15) days after notification of arrival

This Purchase Agreement is for the purchase of Kitchen or Bath products set forth herein only and does not include installation labor of these cabinets; or any kind of preparation, alteration or materials. Any field labor related to the installation of this purchase required by PURCHASER shall be defined and agreed to under a separate contract for these services

Any changes to this order must be prepared on a CDI CHANGE ORDER signed by PURCHASER and a CDI Representative and additional charges as a result of said CHANGE ORDER shall be paid for by PURCHASER at the time said CHANGE ORDER is signed. No employee, agent or other representative of CDI, unless authorized in writing, has any authority to waive, alter, or enlarge this contract, or to make any new or substituted or different representations or warranties.

Delivery of the merchandise is estimated to be approximately 4-6 weeks from the date this agreement is signed. PURCHASER understands that no guarantee is given for a specific date of arrival nor for a specific date of delivery to Delivery Address except that the approximate arrival date is based on the normal lead time experienced for processing, manufacturing, crating or shipping from receipt of Order by CDI. CDI will maintain current status information on this

Order, which is available to the PURCHASER at any time and will advise PURCHASER of any conditions affecting the approximate arrival as this information is available from the factory

The PURCHASER agrees to accept delivery of the product or products when ready. CDI shall be responsible for risk or loss or damage to the Kitchen or Bath products in this Order in transit from the factory to Delivery Address. In the event of loss or damage, CDI will, at its option, replace or repair the kitchen or bath items to arrive at a finished result equal to the same kitchen or bath product ordered. Upon delivery to the Delivery Address, PURCHASER shall assume all responsibility for the storage, security and handling costs for the Kitchen or Bath items on this Order.

The PURCHASER understands that special order or custom products described are specially designed and custom built and that the SELLER takes immediate steps upon execution of this Agreement to design, order and construct those items set forth herein, therefore, these products are not subject to cancellation by the PURCHASER for any reason. CDI stock inventory orders cancelled in part or whole are subject to a 20% restocking fee.

CDI furnishes a one-year warranty on the cabinetry from the date of delivery. Should any part be omitted or defective, CDI will replace it at no charge under the warranty. PURCHASER agrees that replacement omitted parts or defective material will not be reason to withhold payment in full.

Title to the item sold pursuant to this Agreement shall not pass to the PURCHASER until the full price as set forth in this Agreement is paid to CDI.

Late payments shall be subject to interest charges of 18% per annum, and in no event higher than the interest rate provided by law. In the event collection action or court proceedings are instituted to enforce this agreement or any portion thereof, PURCHASER agrees to pay the cost of said collection and/or reasonable attorney fees and costs in addition to any sum due herein. The laws of the State of Washington govern this contract and venue of any dispute is placed in Grays Harbor County, Washington. CDI has retained National Revenue Corp., a collection agency, to manage any delinquent accounts.

CDI retains the right upon breach of this Agreement by the PURCHASER to sell those items in CDI's possession. The PURCHASER shall be liable for any net deficiency on resale.

CDI agrees that it will perform this contract in conformity with customary industry practices. The PURCHASER agrees that any claim for adjustment shall not be reason or cause for failure to make payment of the purchase price in full.

**Security** You are giving us and we are retaining a purchase money security interest under the Uniform Commercial Code on the goods being purchased under this agreement until the debt for the goods is paid in full. This permits us, under certain circumstances provided by law, to take back or repossess the goods if you do not pay for them under the terms of the agreement. Additionally, if materials purchased by you are used to improve real property owned by you or another, we reserve the right to notify the owner of such property that if you fail to pay, we have the right to enforce a claim for payment against the owner's property through a construction lien and lien the property if necessary.

**Do not sign this agreement before you have read all of the above terms and conditions which affect you legal rights. By signing in any capacity, you, your business and you spouse, if any, agree to be bound by all terms and conditions of this agreement. Any person signing this agreement attests that he or she has been given the proper authority, if necessary, to sign and bind not only himself, his spouse, if any, but also the entity on whose behalf he has signed. Any person signing acknowledges that their signatures are given both on behalf of their business (corporation, LLC, partnership or other legal entity) and as personal guarantors for the business.**

DATED THIS 3 DAY OF February, 2004.  
BY John Hansen BY [Signature]  
CABINET DISTRIBUTORS INC PURCHASER

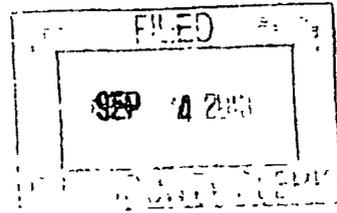
I (WE) UNDERSTAND INSTALLATION IS NOT A PART OF OUR CABINETRY CONTRACT

BY \_\_\_\_\_ DATE \_\_\_\_\_  
OR

INSTALLATION CONTRACT ATTACHED

BY John Hansen DATE 2-3-04  
A-3

## APPENDIX B



IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF GRAYS HARBOR

<p>JERRY MULDER and SALLY MULDER, and their marital community,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">V</p> <p>CABINET DISTRIBUTORS, INC., a Washington Corporation,</p> <p style="text-align: center;">Defendant</p>	<p>NO. 08-2-00254-0</p> <p><b>FINAL JUDGMENT</b></p>
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JUDGMENT SUMMARY

Pursuant to RCW 4 64 030, the following information should be entered into the clerk's execution docket

JUDGMENT CREDITOR	Jerry and Sally Mulder
JUDGMENT CREDITOR'S ATTORNEY	Allen T Miller
JUDGMENT DEBTORS	Cabinet Distributors, Inc
JUDGMENT DEBTOR'S ATTORNEY	Brandon K Batchelor
AMOUNT OF JUDGMENT	\$5,200 00
TOTAL TAXABLE COSTS AND ATTORNEY'S FEES	\$48,594 96
POST-JUDGMENT INTEREST RATE	12%
TOTAL	\$53,794 96

Judgment

Page 2 of 3

LAW OFFICES OF ALLEN T MILLER PUGO  
1901 West Bay Dr NW S Loe 205  
Olympia, WA 98512



THIS MATTER came before the Court on August 8, 2013

Consistent with the June 10, 2011 Jury Verdict and the Court of Appeals Mandate, the evidence presented and the records and files herein the court hereby enters final judgment as follows

1 Plaintiffs Jerry and Sally Mulder are awarded damages in the amount of \$5,200.00, and

2 Attorney's fees and costs pursuant to RCW 4.84.010 and 4.84.330, totaling \$48,594.96 from the commencement of work by the Law Offices of Allen T. Miller on October 7, 2010 through July 25, 2011 the date of the Court's Order Granting New Trial and Denying Motion for Reconsideration

NOW THEREFORE IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that

Judgment is entered against Defendant Cabinet Distributors, Inc. in favor of Plaintiffs Jerry and Sally Mulder in the amount of \$53,794.96. The post-judgment interest rate shall be 12% per annum

DONE IN OPEN COURT this SM day of September August 2013

GORDON E. GOODEY

JUDGE

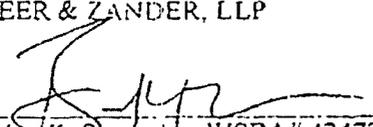
Presented By

Allen T. Miller

Allen T. Miller, WSBA# 12936  
Attorney for Plaintiffs Mulder

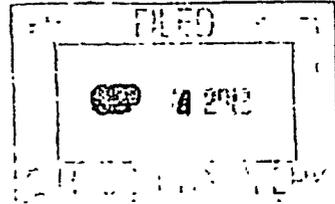
Approved as to Form only, notice of presentation waived

SCHEER & ZANDER, LLP

By   
Brandon K. Batchelder, WSBA # 42477  
Attorney for Defendant Cabinet Distributors, Inc  
John E. Zander, Jr., WSBA # 32342  
Attorneys for Defendant Cabinet Distributors, Inc

UNIT OFFICE OF ASSET PROTECTION, PLLC  
1001 15th St, Suite 203  
Vancouver, WA 98602

## APPENDIX C



IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR GRAYS HARBOR COUNTY

JERRY MULDER and SALLY MULDER, and)	Case No 08-2-00254-0
their marital community,	)
	Plaintiffs )
v	)
CABINET DISTRIBUTORS, INC a	)
Washington Corporation,	)
	Defendants )

**ORDER GRANTING PLAINTIFFS' MOTION FOR ATTORNEY'S FEES AND COSTS**

THIS MATTER having come regularly for hearing in open court on the 8th day of August 2013 on the motion of the Plaintiffs' for Attorney's Fees and Costs under RCW 4 84 011 and RCW 4 84 330, the Plaintiffs' being represented by Allen T Miller and The Law Offices of Allen T Miller, PLLC, and the Defendants being represented by Brandon K Batchelor and Scheer & Zehnder, L.L.P., and the court considering the pleadings files and records of this case the court finds that Plaintiffs are the prevailing parties and now, therefore, it is hereby.

ORDERED, ADJUDGED, AND DECREED that the Plaintiffs' Motion for Attorney's Fees and Costs is GRANTED in the amount of \$48,305.00 for reasonable fees and \$289.96 for costs.

DONE IN OPEN COURT this 5<sup>th</sup> day of September, 2013

By GORDON E. GODFREY  
HONORABLE JUDGE GODFREY

Order on Motion for  
Attorney's Fees and Costs

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Case No. 12-00000  
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