

**THE COURT OF APPEALS
OF THE
STATE OF WASHINGTON
Division III**

CASE #33897-5-III

FILED

FEB 13 2016

COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON
By _____

NORTHWEST BUSINESS FINANCE, LLC, a Washington Limited
Liability Company,

Appellant,

v.

ABLE CONTRACTOR, INC., also known as ABLE CONTRACTORS,
INC., a Washington corporation; LINDA K. HOBSON, individually and
the marital community of LINDA K. HOBSON and JIM HOBSON, wife
and husband; and WESTERN CONSTRUCTION SERVICES, INC., a
Washington corporation,

Respondents

APPELLANT'S OPENING BRIEF

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I. INTRODUCTION

This appeal is from the Superior Court's denial of cross-motion for summary judgment brought by Appellant Northwest Business Finance, LLC ("Northwest"). The legal issue presented in Northwest's motion was whether an account debtor who receives notice of an assignment of an account is liable to the assignee if the account debtor thereafter pays the assignor.

Northwest operates a factoring business. Factoring is an alternative source of financing for businesses that need short term funding, but may not be eligible to obtain loans from banks. The types of businesses that use factoring are those that sell goods to, or perform services for, their customers, but are not paid until some time has elapsed after the goods are delivered or the services have been performed. Without the availability of funds from a factor, some businesses would have insufficient cash flow to perform services for their customers. One example of a factor's customer is a contractor that must purchase materials and pay labor, but wait to be paid by the property owner or a general contractor.

The factoring process works like this: The factor's customer is owed money by one of its clients (the account debtor). The factor

calculates the amount it will advance to the customer on that account. The customer sells and/or assigns the account to the factor. The factor advances calculated amount to its customer. The factor then notifies the account debtor of the assignment of the account and instructs the account debtor to pay the factor directly. Upon receipt of payment from the account debtor, the factor repays itself the amount advanced, plus interest and applicable fees. Any surplus is credited to the customer. Some factors require that their customers factor all of their receivables, others do not. Northwest allows its customers to choose which invoices it wants to sell and assign.

Respondent Western Construction Services, Inc. (“Western Construction”) is a general contractor.

Able Contractor, Inc. (“Able”) performed demolition services under a subcontract agreement with Western Construction.

Able assigned its receivables from Western to Northwest. Able also granted a security interest in its accounts to Northwest. Able signed a notice that it had assigned its accounts to Northwest. Despite having notice of the assignment, Western Construction paid \$81,000.00 directly to Able.

Western Construction claims that some of the invoices Able factored to Northwest were illegitimate.

Linda K. Hobson and Jim Hobson owned and operated Able. They filed a Chapter 7 bankruptcy case on February 12, 2015, which was later converted to a Chapter 13 case. The Superior Court proceedings against the Hobsons were discontinued as of February 12, 2015.

II. ASSIGNMENTS OF ERROR

1. Denial of Northwest's motion for summary judgment notwithstanding uncontroverted evidence that Northwest sent notices of assignment of Able's accounts to Western Construction, that Western Construction owed accounts to Able, and that Western Construction paid accounts totaling \$81,000 to Able instead of to Northwest.

2. Denial of Northwest's motion for summary judgment based upon perceived differing interpretations of the agreement between Northwest and Able constituted a question of material fact.

3. The Trial Court's conclusion that the legitimacy of the invoices created a material question of fact.

4. Denial of Northwest's Motion for Summary Judgment based upon whether Western Construction had to receive more than one notice of the assignment constituted a question of material fact.

III. STATEMENT OF THE CASE

A. Factual History.

Ms. Hobson, as President of Able, entered into an agreement with Northwest dated February 20, 2008 (CP 147, I. 17-19) entitled “Security Agreement” (the “Agreement”). CP 95-102. The Agreement was comprised of two parts. One part of the Agreement created a security interest in accounts receivable owed to Able (the “Security Agreement”). The other part of the Agreement provided for factoring Able’s accounts receivable (the “Factoring Agreement”).

The Security Agreement secured “the repayment of any and all its obligations and liability whatsoever of [Able] to [Northwest Business] . . .” It granted Northwest a security interest in:

All of the above accounts, accounts receivable, instruments, documents, contract rights, chattel paper, inventory, equipment, money deposit accounts, insurance policies, reserves, reserve accounts, general intangibles and proceeds thereof presently existing or hereafter arising, now owned or hereafter acquired by debtor. All goods and inventory relating hereto in all stages of manufacture, process or production. All books and records pertaining to accounts and proceeds of the foregoing property. CP 96, ¶29.

Ms. Hobson, as President of Able, executed an “Assignment of Proceeds Notification Agreement” to Northwest dated August 3, 2007

(“Notice of Assignment of Proceeds”). CP 147, l. 20-21; CP 157. The

Notice of Assignment of Proceeds states:

Please be advised that ABLE CONTRACTORS, INC., as part of its growth and expansion plans, has sold and assigned the proceeds of accounts to Northwest Business Finance, LLC. Accordingly, you are directed to remit **any and all future payments** due to ABLE CONTRACTORS, INC. directly to:

NORTHWEST BUSINESS FINANCE, LLC
P.O. BOX 20164
SPOKANE, WA 99204

This notice and assignment has been made in accordance with Washington law and Article 9 of the Universal Commercial Code. Therefore, payment made to any other party does not relieve you of your obligation to pay Northwest Business Finance, LLC. **This notice and instructions remains in full force and effect until you are again notified by Northwest Business Finance, LLC in writing.**

If there are any questions this (sic) matter, please contact Northwest Business Finance, LLC at (509) 465-0465 or by fax at (509) 465-0162. (Emphasis added.)¹

CP 157. Northwest perfected its security interest by filing a financing statement with the State of Washington covering:

All of the accounts, accounts receivables, instruments, documents, contract rights, chattel paper, inventory, equipment, money deposit accounts, insurance policies,

¹Appendix A is a copy of the Notice of Assignment of Proceeds.

reserves, reserve accounts, general intangibles, and proceeds thereof presently existing or hereafter arising, now owned or hereafter acquired by debtor. All of the goods and inventory relating hereto in all stages of manufacturing process or production. All books and records pertaining to the accounts and proceeds of the foregoing property.

CP 147, l.22- CP 148, l. 3; CP 235.

The Factoring Agreement governed the procedure whereby Able would sell, transfer, and assign accounts to Northwest. The Agreement authorized Northwest to notify Able's account debtors of the assignment and instruct those account debtors to deliver all payments to Northwest.

CP 97, ¶31-32.

Under the terms of the Agreement, Northwest would advance funds to Able on outstanding invoices for Able's accounts receivable. CP 148, l. 3-4. Able would submit an invoice for factoring to Northwest. CP 148, l. 5-6. Northwest would apply a sticker ("Factored Invoice Notice") on the face of the invoice.² CP 148, L. 6-7; CP 152. Northwest advanced a percentage of the face amount of the invoice to Able. CP 148, l. 8. Able did not factor all accounts receivable owed from Western Construction to Able. CP 113, l. 6-9.

²See Appendix B for the full text of the Factored Invoice Notice.

In 2010, Able began factoring accounts owed by Western Construction. CP 148, l. 3-4. Northwest sent to Western Construction copies of the factored invoices (with Factored Invoice Notices attached) it had received from Able. CP 148, l. 5-7 & 11-15; CP 158-224. With each factored invoice, Northwest also sent a copy of the signed Notice of Assignment of Proceeds to Western Construction. CP 148, l. 6-7.

In early 2012, Able began subcontracting work on a Fred Meyer store that Western Construction was building in Tumwater, Washington (the "Tumwater Project"). CP 148, l. 15-16. Northwest factored five invoices totaling \$160,000 it received from Able on the Tumwater Project. The factored invoices were dated February 6, 2012, March 2, 2012, May 18, 2012, May 18, 2012, and June 20, 2012 (the "Tumwater Invoices"). CP 148, l. 16-17. After factoring each invoice, Northwest attached the Factored Invoice Notices to each of the Tumwater Invoices and submitted copies of them to Western Construction, along with copies of the signed Notice of Assignment of Proceeds. CP 148, l. 17-24; CP 152-156.

The Assignment of Proceeds Notification Agreement, signed by Ms. Hobson as President of Able, directed Western to issue all future payments due to Able directly to Northwest. CP 148, l. 24.

Independent of the Tumwater Invoices delivered by Northwest, Able presented four invoices to Western Construction for payment on the Tumwater Project. Three of those invoices differed in amounts from those factored with Northwest, and did not include the image of the Factored Invoice Notice. Western Construction ignored Able's assignment of accounts to Northwest, but instead paid \$81,000.00 directly to Able. CP 277, l. 24 - CP 280, l. 4. Western Construction paid Able directly because the invoices Able presented to Western Construction did not bear the Factored Invoice Notice, and contends that the Factored Invoices Northwest presented were not legitimate invoices. Able did not pay any part of the \$81,000.00 to Northwest. CP 280, l. 5 - CP 281, l. 11.

Able did present one unaltered factored invoice to Western Construction. Western Construction remitted \$35,000.00 (minus 10% retention and a 5% discount) to Northwest. CP 279, l. 17-23.

The only disputed fact at summary judgment was whether the invoices that Able factored with Northwest were legitimate invoices for work Able performed on the Tumwater Project. CP 67-85; CP 86-143; CP 147-235.

B. Procedural History

Northwest initially filed the Complaint against Able, Linda K. Hobson, and Jim Hobson. CP 3. Western Construction was subsequently added a party defendant. CP 27.

Western Construction and Northwest filed cross-motions for summary judgment. The Trial Court denied the cross motions, citing the disputed factual issues:

1. An example of a question of fact is did the assignment cover all of the invoices or just specific invoices. The agreement may be read in a couple of ways because in that security agreement it references bona fide accounts. If there are illegitimate invoices, that would be an exception to the agreement. RP p. 21, l. 22 - p. 22, l. 2.
2. A second question of fact is what type of notice did Western receive. It sounds like Western received notice that all of the accounts or invoices had been assigned whereas there might be some exceptions listed in the agreement. RP p. 22, l. 3-7.
3. A third question of fact is whether Western had a duty to remit payment even if some of the invoices were illegitimate. RP p. 22, l. 7-9.
4. Lastly, did Western have to receive notice of each invoice or does one notice suffice. RP p. 22, l. 9-10

The matter was subsequently tried to a jury, which rendered a verdict in favor of Western Construction. CP 334, l. 22-25 The Trial Court entered a

final judgment dismissing all of Northwest's claims against Western Construction with prejudice. CP 335, l. 12-14.

Northwest timely filed a Notice of Appeal on November 18, 2015. CP 334-360.

IV. ARGUMENT

The Washington Uniform Commercial Code requires that when an account debtor receives notice of an assignment of an account, it must pay the amount owed to the assignor to the assignee.

A. Article 9 of the Washington Uniform Commercial Code controls transactions involving the sale and purchase of accounts.

The Washington Uniform Commercial Code treats the sale of accounts as a secured transaction:

“Security interest” means an interest in personal property or fixtures which secures payment or performance of an obligation. **“Security interest” includes any interest of a consignor and a buyer of accounts**, chattel paper, a payment intangible, or a promissory note in a transaction that is subject to Article 9A of this title. (Emphasis added.)

RCW 62A.1-201(35).

The Washington Uniform Commercial Code governing secured transactions is codified at RCW 62A.9A-101 *et seq.*³ Article 9 defines an “Account” as:

[A] right to payment of a monetary obligation, whether or not earned by performance . . . for services rendered or to be rendered . . .

RCW 62A.9A-102(a)(2)(A).

A “Debtor” includes the seller of accounts. RCW 62A.9A-102(a)(28)(B).

A “Secured Party” includes a person to which accounts have been sold.

RCW 62A.9A-102(a)(73)(D). An “Account Debtor” includes a person obligated on an account. RCW 62A.9A-102(a)(3). Thus, transactions involving a factor (the “Secured Party”) who purchases a right to payment (the “Account”), the seller of the account (the “Debtor”), and the person owing the account (the “Account Debtor”) are governed by the provisions of Article 9.

B. The mechanics of Article 9 and the law of assignments are straightforward: If the assignee delivers a notice of the assignment to the account debtor and the account debtor owes money to the assignor, then the account debtor must remit payment to the assignee.

³The provisions of the Washington Uniform Commercial Code at RCW 62A.9A-101 *et seq.* will be referred to generally as “Article 9” in portions of this Brief.

Article 9 at RCW 62A.9A-406(a) states the rules for payment of assigned accounts:

Discharge of account debtor; effect of notification.

Subject to subsections (b) through (j) of this section,⁴ an account debtor on an account . . . may discharge its obligation by paying the assignor until, but not after, the account debtor receives a notification, authenticated by the assignor or the assignee, that the amount due or to become due has been assigned and that payment is to be made to the assignee. After receipt of the notification, the account debtor may discharge its obligation by paying the assignee and may not discharge the obligation by paying the assignor.

This statute reflects elements of prior case law:

[U]ntil notice of the assignment is given to the [account] debtor it will not bind him so as to deprive him of equities arising between the date of the assignment and the date when he received notice thereof. As to such equities the assignment takes effect from the time the [account] debtor received notice and not from the time of the assignment.

Dial v. Inland Logging Co., 52 Wash. 81, 86, 100 P. 157, 159 (1909).

“An account debtor who receives proper notice from the secured party must pay the assigned account to the secured party.”⁵ *Prime Const. Co. v.*

⁴Subsections (b) through (j) are not applicable to the issues of law on appeal.

⁵Citing RCW 62A.9-318(3), the predecessor to RCW 62A.9A-406(a).

Seattle-First Nat. Bank, 16 Wash. App. 674, 677, 558 P.2d 274, 276 (1977).

As Uniform Commercial Code Comment at Part 2 explains, “The revision makes clear that once the account debtor receives the notification, the account debtor cannot discharge its obligation by paying the assignor.” Likewise, the law of assignment remains unchanged: “An assignee steps into the shoes of the assignor, and has all of the rights of the assignor.” (End note and internal quotation marks omitted.) *Carlile v. Harbour Homes, Inc.*, 147 Wash. App. 193, 208, 194 P.3d 280, 287 (2008). RCW 62A.9A-406(a) does not grant an account debtor any discretion to discharge the obligation by paying any entity other than the assignee.

C. Northwest was entitled to a Summary Judgment in its favor because there are no disputed material facts.

Washington Superior Court Rule 56 governs motions for summary judgment. The standards for a grant of summary judgment are well defined by Washington law:

Summary judgment is appropriate if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. CR 56(c). A material fact is one upon which the outcome of the litigation depends in whole or in part.

In a summary judgment motion, the burden is on the moving party to demonstrate that there is no genuine issue as to a material fact and that, as a matter of law, summary judgment is proper. The moving party is held to a strict standard. Any doubts as to the existence of a genuine issue of material fact is resolved against the moving party. In addition, we consider all the facts submitted and the reasonable inferences therefrom in the light most favorable to the nonmoving party.

If the moving party satisfies its burden, the nonmoving party must present evidence that demonstrates that material facts are in dispute. If the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to his case, then the trial court should grant the motion. (Internal citations and quotation marks omitted.)

Atherton Condo. Apartment-Owners Ass'n Bd. of Directors v. Blume Dev. Co., 115 Wash. 2d 506, 516, 799 P.2d 250, 256, 257 (1990). An appellate court considers these same factors on an appeal from a denial of summary judgment. *Robb v. City of Seattle*, 176 Wash. 2d 427, 433, 295 P.3d 212, 215 (2013). Questions of law are reviewed de novo. *Id.* A denial of summary judgment may be reviewed after trial if there are no disputed facts and the issue is solely substantive law. *Columbia Park Golf Course, Inc. v. City of Kennewick*, 160 Wash. App. 66, 79, 248 P.3d 1067, 1074 (2011); *Washburn v. City of Fed. Way*, 178 Wash. 2d 732, 753 (note 8), 310 P.3d 1275, 1287 (2013). Review is appropriate if the disputed facts

are not material. *Kaplan v. Nw. Mut. Life Ins. Co.*, 115 Wash. App. 791, 804, 65 P.3d 16, 23 (2003).

Here, Northwest's entitlement to summary judgment turns on just three material facts: 1) Western Construction received the Notice of Assignment of Proceeds, 2) Western Construction owed accounts to Able, and 3) Western Construction paid Able after it received the Notice of Assignment of Proceeds. None of these material facts are disputed.

Beginning in 2010, Northwest sent numerous Notices of Assignment of Proceeds to Western Construction. CP 148, l. 3-7. Western Construction did not dispute that it received these notices. CP 67-70; CP 237-282. Both Northwest and Western Construction agree that Western Construction owed accounts to Able for work performed on the Tumwater Project. CP 149, l. 8-12; CP 68, l. 18 - CP 69, l. 26; CP 278, l. 23 - CP 280, l. 4. Both Northwest and Western Construction agree that Western Construction paid Able \$81,000.00 on the Tumwater Project. CP 149, l. 8-12; CP 68, l. 18 - CP 69, l. 26; CP 278, l. 23 - CP 280, l. 4. The Trial Court did not find that any of these facts were disputed. RP p. 21, l. 3-14. Because the foregoing material facts were undisputed, the Trial Court should have granted summary judgment in favor of Northwest.

D. Article 9 does not permit an account debtor to interpret the meaning of terms of an assignment agreement.

RCW 62A.9A-406(a) specifically mandates the obligations of the account debtor:

After receipt of the notification, the account debtor may discharge its obligation by paying the assignee and may not discharge the obligation by paying the assignor.

Nothing in the statute permits the account debtor to raise any defenses that may be available to the assignor arising from the assignment.⁶

Even if the assignment to Northwest was subject to attack by Able, the law protects Western Construction from claims by Able arising from the payment of the account to Northwest:

In this case the assignment of the whole of each invoice was made to the bank, and if the bank be paid the full amount certainly the [account] debtor could not thereafter be called upon by the assignor to pay any portion of the debt. If the [account] debtor is protected in his payment to the assignee, it can be no concern of his that the assignee must account to the assignor for a part or the whole amount so collected.

⁶At the time the accounts were paid to Able, Western Construction had no knowledge of the agreements between Northwest and Able beyond the notices Western received from Northwest. CP 67, l. 26 - CP 68, l. 3.

Leavenworth State Bank v. Wenatchee Valley Fruit Exch., 118 Wash. 366, 373, 204 P. 8, 11 (1922). A dispute over the assignment (if any existed⁷) is solely between Able and Northwest.

The statute insulates Western Construction from becoming an arbiter of a dispute between Able and Northwest.⁸ As a matter of policy, an account debtor should not be burdened with the task of sorting out disputes between an assignor and its assignee. The meaning of terms in the Agreement is immaterial as to Western Construction's duty to remit to Northwest the accounts owed to Able. The Trial Court erred when it denied Northwest's motion for summary judgment based upon a question of material fact arising from perceived differing interpretations of the Agreement between Northwest and Able.

⁷In its Answer to the Amended Complaint, Able did not raise any defenses or affirmative defenses to the scope or enforceability of the Agreement.

⁸If Western Construction questioned the validity of the Notice of Assignment of Proceeds, it could have followed the procedures of RCW 62A.9A-406(c) by requesting Northwest to provide proof of the assignment prior to disbursing any funds. If no proof was forthcoming from Northwest, the statute would permit payment to Able. Western Construction did not make such a request. In any event, Northwest had previously sent numerous copies of proof of the assignment in the form of the Notice of Assignment of Proceeds (authenticated by Able's President) to Western Construction.

E. Article 9 requires an account debtor to remit payment to the assignee once the assignor performs the work.

Western Construction was on notice that Able assigned the disputed invoices regardless of whether or not they were legitimate. Thereafter, Western Construction was obligated to pay Northwest once the work was performed. RCW 62A.9A-102(a)(2)(A).

The Security Agreement between Able and Northwest, however, expanded Northwest's lien against Able's receivables to all amounts Western Construction owed to Able for any reason whatsoever. For example, if Northwest had factored an invoice for work Able performed for Company X, Western Construction still would be obligated to pay Northwest the accounts it owed to Able even if Able had no outstanding factored invoices for work performed for Western Construction.

The legitimacy of invoices Able presented to Western Construction is immaterial as to whether Western Construction had a duty to remit payment to Northwest. The Trial Court should not have considered whether or not the invoices Able presented to Western Construction were legitimate as a basis for denying Northwest's Motion for Summary Judgment. This question of fact was not material to the determination that Northwest was entitled to summary judgment as a matter of law.

F. Section 406(a) of Article 9 requires that an assignee send only one notice of the assignment to the account debtor.

RCW 62A.9A-406(a) only refers to a single notice of the assignment (“ . . . but not after, the account debtor receives *a* notification . . . After receipt of *the* notification . . .”). A court will not construe a statute contrary to the plain meaning of the language in that statute:

If a statute's meaning is plain on its face, we must give effect to that plain meaning as an expression of legislative intent. The plain meaning is discerned from all that the Legislature has said in the statute. (Internal citations and quotation marks omitted.)

Broughton Lumber Co. v. BNSF Ry. Co., 174 Wash. 2d 619, 627, 278 P.3d 173, 177 (2012). The language of this statute does not impose a requirement that multiple notices of an assignment must be sent to an account debtor. The plain meaning of this statute is that Northwest need send only one Notice of Assignment of Proceeds to Western Construction to obligate it to pay Able’s accounts to Northwest.

The number of Notices of Assignment of Proceeds Western received after the first Notice Northwest sent is immaterial as to whether Western Construction had a duty to remit payment to Northwest. The Trial Court erred when it denied Northwest’s Motion for Summary Judgment based upon a question of material fact arising from whether

Northwest was required to send more than one Notice of Assignment of Proceeds to Western Construction.

V. CONCLUSION

The Trial Court should have granted Northwest's Motion for Summary Judgment for the reasons discussed above. This Court should reverse the Trial Court's ruling and remand the matter with instructions to vacate the order denying Northwest's Motion for Summary Judgment, to enter summary judgment in favor of Northwest, and to vacate Western Construction's judgment against Northwest.

RESPECTFULLY SUBMITTED this 11 day of February, 2016

PHILLABAUM, LEDLIN, MATTHEWS &
SHELDON, PLLC



Brian S. Sheldon, WSBA #32851
Ian Ledlin, WSBA #6695

ABLE CONTRACTORS, INC.

ASSIGNMENT OF PROCEEDS NOTIFICATION AGREEMENT

DATE: AUGUST 3, 2007

TO: CUSTOMERS AND CLIENTS OF ABLE CONTRACTORS, INC.

RE: NOTICE OF ASSIGNMENT OF ACCOUNTS BY: **ABLE CONTRACTORS, INC.**
FEDERAL ID # 91-1981755

DEAR ACCOUNTS PAYABLE MANAGER:

Please be advised that ABLE CONTRACTORS, INC., as part of its growth and expansion plans, has sold and assigned the proceeds of accounts to Northwest Business Finance, LLC. Accordingly, you are directed to remit any and all future payments due ABLE CONTRACTORS, INC. directly to:

NORTHWEST BUSINESS FINANCE, LLC
P.O. Box 984
Spokane, WA 99210-0984

This notice and assignment has been made in accordance with Washington law and Article 9 of the Uniform Commercial Code. Therefore, payment made to any other party does not relieve you of your obligation to pay Northwest Business Finance, LLC. This notice and instructions remains in full force and effect until you are again notified by Northwest Business Finance, LLC in writing.

If there are any questions this matter, please contact Northwest Business Finance, LLC at (509) 465-0465 or by fax at (509) 465-0162.

Sincerely,

By: *Linda Hobson*
LINDA HOBSON, PRESIDENT

STATE OF WASHINGTON)
COUNTY OF Clark) ss.

On this day personally appeared before me LINDA HOBSON the PRESIDENT of ABLE CONTRACTORS, INC., and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17 day of AUGUST, 2007.

Notary Public in and for the State of Washington, residing at Vanouver
My commission expires: 12-3-2009

Sandra S. [Signature]
Notary

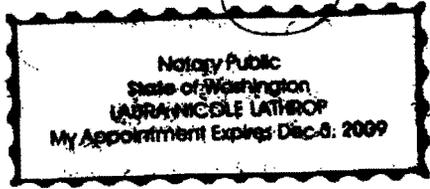


EXHIBIT B PAGE 1 OF 1

Appendix B

IMPORTANT NOTICE

REMIT TO: NORTHWEST BUSINESS FINANCE, LLC
P.O. BOX 984
SPOKANE, WA 22210-0984

If you have any questions, see your supervisor or call
NORTHWEST BUSINESS FINANCE, LLC AT (509) 465-0465

NOTICE

This account has been sold, assigned and is payable only to Northwest Business Finance, LLC, P.O. Box 984, Spokane, WA 99210-0984 (TELE. (509) 465-0465) to whom immediate notice must be given on any returns, claims or offsets related to this or any other invoice which may affect prompt payment of this invoice, or if the terms as stated are not exactly as agreed. TO INSURE PROPER CREDIT, PLEASE IDENTIFY INVOICE NUMBERS COVERED BY REMITTANCE.

