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Supreme Court No. 90509-6

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IN THE SUPREME COURT  
OF THE STATE OF WASHINGTON

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ROCIO TRUJILLO,

Plaintiff-Petitioner,

v.

NORTHWEST TRUSTEE SERVICES, INC.,

Defendant-Respondent,

and

WELLS FARGO BANK, N.A.,

Defendant.

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**PETITIONER'S ANSWER TO AMICUS BRIEF OF  
FEDERAL HOME LOAN MORTGAGE CORPORATION**

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COLUMBIA LEGAL SERVICES  
Matthew Geyman, WSBA #17544  
101 Yesler Way, Suite 300  
Seattle, WA 98104  
(206) 287-9661

Attorneys for Petitioner Rocio Trujillo



ORIGINAL

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## I. INTRODUCTION

Petitioner Rocio Trujillo files this response to the amicus brief of Federal Home Loan Mortgage Corporation (“Freddie Mac”). Freddie Mac argues that because it and Federal National Mortgage Association (“Fannie Mae”) have a business model of contracting with servicers to foreclose on behalf of Freddie Mac and Fannie Mae, those contracts should guide the Court’s interpretation of RCW 61.24.030(7)’s requirement that trustees must have proof that the beneficiary is the *owner* of the note. In *Bain*, the Court rejected an analogous business model argument, holding that the business model and contracts of Mortgage Electronic Registration System, Inc. (“MERS”) could not alter Washington foreclosure law. The Court should reject Freddie Mac's arguments for the same reason.

Freddie Mac seeks to interfere with the authority and policy judgment of the Washington Legislature by asking this Court to ignore the language of the Deed of Trust Act. Foreclosure law is a matter of state law. Freddie Mac is in no position to ask the Court not to follow the explicit requirement in RCW 61.24.030(7) that trustees must have

proof that the foreclosing beneficiary is the *owner* of the note before recording the notice of trustee's sale.

Freddie Mac's suggestion that it and Fannie Mae cannot foreclose non-judicially under the Deed of Trust Act as both owner and beneficiary of their promissory notes when they are required to do so under Washington law is also untrue. Fannie Mae, the owner of Ms. Trujillo's note, has often foreclosed non-judicially in its own name under the Deed of Trust Act. Freddie Mac's loan servicing guidelines similarly recognize that it may foreclose in its own name when applicable law requires.

The adverse consequences Freddie Mac claims will occur if the Court enforces the proof of ownership requirement under the plain language of RCW 61.24.030(7) are purely imaginary. When Freddie Mac or Fannie Mae owns the note (as Fannie Mae does here), Freddie Mac or Fannie Mae can still use a servicer to authorize the trustee to record the notice of sale, but the servicer must be an agent of Freddie Mac or Fannie Mae as required under *Bain*, and not an independent contractor. Freddie Mac or Fannie Mae can also hold their notes through custodial agents while remaining the beneficiary

of the notes, again so long as it is an agency relationship. If Freddie Mac and Fannie Mae comply with the requirements of agency law, there is no reason—legal, practical or otherwise—why they cannot foreclose non-judicially in Washington in compliance with RCW 61.24.030(7).

## II. ARGUMENT

### A. **Freddie Mac's and Fannie Mae's Business Model and Contracts with their Loan Servicers Cannot Alter the Requirements of RCW 61.24.030(7).**

Freddie Mac argues that because it and Fannie Mae have a business model of contracting with servicers to foreclose on their behalf, those private contracts should guide the Court's interpretation of the plain language of RCW 61.24.030(7). *See* Brief at 4-6, 8-9 & 12 (describing servicing guidelines and contractual relationships with loan servicers). According to Freddie Mac, the Court should interpret RCW 61.24.030(7) as argued by NWTs, and read the first sentence of RCW 61.24.030(7)(a) out of the statute, "because it is Freddie Mac's servicers, not Freddie Mac, that are best operationally equipped to process non-judicial foreclosures consistent with the requirements of Washington law and the Guide [*i.e.*, the servicing guidelines and contracts with servicers]." *Id.* at 11-12; *see also id.* at

12 (arguing that Ms. Trujillo’s plain language interpretation would frustrate the business model of “both Fannie Mae and Freddie Mac”).

In *Bain*, the Court rejected an analogous argument by MERS, holding that the private contracts and industry practices comprising MERS’s business model did not alter the definition of “beneficiary” under Washington foreclosure law. As the Court stated:

The legislature has set forth in great detail how nonjudicial foreclosures may proceed. We find no indication the legislature intended to allow the parties to vary these procedures by contract . . . MERS did not become a beneficiary by contract . . .

*Bain v. Metropolitan Mortg. Group, Inc.*, 175 Wn.2d 83, 107-08, 285 P.3d 34 (2012) (citing cases for the proposition that parties cannot contractually alter requirements of a statute).<sup>1</sup>

Freddie Mac’s and Fannie Mae’s practice of contracting with their loan servicers to foreclose on their behalf should not alter this

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<sup>1</sup> See also *Washington Mutual Savings v. United States*, 115 Wn.2d 52, 57-58, 793 P.2d 969 (1990) (holding that the availability of a deficiency judgment following foreclosure was “solely a matter of state law”); Report of the Permanent Editorial Board for the Uniform Commercial Code, “Application of the Uniform Commercial Code to Selected Issues Relating to Mortgage Notes” (November 14, 2011) at 1 (emphasizing that “as to both substance and procedure, the enforcement of real estate mortgages is primarily the province of a state’s real property law”), *available at* [http://www.uniformlaws.org/Shared/Committees\\_Materials/PEBUCC/PEB\\_Report\\_111411.pdf](http://www.uniformlaws.org/Shared/Committees_Materials/PEBUCC/PEB_Report_111411.pdf).

Court's interpretation of RCW 61.24.030(7), because Freddie Mac and Fannie Mae cannot change Washington foreclosure law through their business model and by contract. Freddie Mac, Fannie Mae, and their servicers must conform to Washington foreclosure law, and not the other way around.

**B. Freddie Mac and Fannie Mae Can Foreclose in Their Names as Both Owner and Beneficiary of the Note as Required under RCW 61.24.030(7).**

Freddie Mac suggests that if Ms. Trujillo's interpretation of RCW 61.24.030(7) is adopted, Freddie Mac and Fannie Mae will be unable to foreclose non-judicially when the trustee has previously determined that one of them owns the promissory note (as the trustee would determine under RCW 61.24.030(8)(l)), and they would then be forced to foreclose judicially, extending foreclosure timelines and increasing litigation. *See* Brief at 12-13 (claiming "the non-judicial process would be effectively closed to both Fannie Mae and Freddie Mac").

Freddie Mac's "parade of horrors" argument is unfounded. Under Ms. Trujillo's interpretation, Freddie Mac and Fannie Mae will not be prevented from foreclosing non-judicially in Washington, and there should be no increase in judicial foreclosures. Notably, Freddie

Mac's counsel here are the same counsel who submitted the amicus brief of Washington Bankers Association in *Bain*. There, they made similar dire predictions about adverse consequences that supposedly would follow if this Court held, as it did hold, that MERS was not a "beneficiary" under the Deed of Trust Act.<sup>2</sup> The predicted adverse consequences of the Court's *Bain* decision did not occur, nor will the consequences Freddie Mac now predicts occur under Ms. Trujillo's plain language reading of RCW 61.24.030(7).

There are two false assumptions underlying Freddie Mac's argument that it and Fannie Mae are prevented from foreclosing non-judicially under Ms. Trujillo's interpretation. First, Freddie Mac assumes, or wants the Court to believe, that Freddie Mac and Fannie Mae cannot foreclose non-judicially in their own names if they are required to do so. This is untrue. Second, Freddie Mac assumes that under Ms. Trujillo's interpretation of RCW 61.24.030(7), Freddie Mac and Fannie Mae would be unable to process foreclosures using loan servicers. This is also untrue.

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<sup>2</sup> See Amicus Brief of Washington Bankers Association filed in *Bain*, Case No. 86207-9, dated February 14, 2012, at 7-11 & n.7 (predicting "widespread delays or deferrals of legitimate foreclosures" and "more judicial foreclosures").

Starting with the first assumption, Freddie Mac's and Fannie Mae's guidelines allow them to foreclose in their own names when they are required to do so by governing law. Fannie Mae, the owner of Ms. Trujillo's note, has regularly foreclosed non-judicially in its own name under the Deed of Trust Act.<sup>3</sup>

Freddie Mac's guidelines similarly allow it to foreclose in its own name when required by law. Freddie Mac claims its servicers "must foreclose in their own name, not Freddie Mac's." Brief at 8 (citing Guide, ¶ 66.11(a)). In fact, Freddie Mac's guidelines provide that foreclosures can be done in its name when applicable law precludes the servicer from foreclosing in its name or requires Freddie Mac to foreclose in its name, as required under Ms. Trujillo's interpretation of RCW 61.24.030(7) in cases such as this, where Freddie Mac owns the note. *See* Guide, ¶ 66.11(a), *available at* <http://www.freddiemac.com/singlefamily/guide/>.

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<sup>3</sup> *See, e.g.*, non-judicial foreclosure notices published by NWTS in Capitol Hill Times listing foreclosures done in the name of Fannie Mae, *available at* <http://www.capitolhilltimes.com/wp-content/uploads/2013/09/CHT-Legal-2-12-15.pdf> (at B7-B8, Nos. 7345.27746, 7345.27841 & 7345.27962), <http://www.capitolhilltimes.com/wp-content/uploads/2013/09/CHT-Legal-7-3-14-web.pdf> (at B18-B19, Nos. 7345.27334, 7345.27483 & 7345.27562), and <http://www.capitolhilltimes.com/wp-content/uploads/2013/09/CHT-Legal-5-15-14-web2.pdf> (at B17-B18, Nos. 7345.26711, 7345.26806, 7345.27058 & 7345.27254).

Thus, in addition to the fact that Freddie Mac's and Fannie Mae's guidelines and contracts with loan servicers cannot change Washington foreclosure law, under their own servicing guidelines there is no reason Freddie Mac and Fannie Mae cannot foreclose non-judicially in their own names as both owner and beneficiary of the note when required under RCW 61.24.030(7).

**C. Freddie Mac and Fannie Mae Can Use Servicers as Agents and Can Hold Notes through Custodial Agents, So Long as they Comply with Washington Agency Law.**

Freddie Mac's other error is its assumption that if the Court adopts Ms. Trujillo's interpretation of RCW 61.24.030(7), Freddie Mac and Fannie Mae will be unable to use loan servicers to assist in non-judicial foreclosures. *See* Brief at 11-13. That is also not the case. Where, as here, Freddie Mac or Fannie Mae owns the note, Freddie Mac or Fannie Mae can use a loan servicer to authorize the trustee to record the notice of trustee's sale and still comply with RCW 61.24.030(7), so long as Freddie Mac or Fannie Mae is identified as the foreclosing beneficiary and there is a true agency relationship between it and the servicer as required in *Bain*.

In *Bain*, this Court noted that "Washington law, and the deed of trust act itself, approves of the use of agents," adding that nothing

in its opinion “should be construed to suggest that an agent cannot represent the holder of a note.” *Bain*, 175 Wn.2d at 106. The Court rejected MERS’s argument that it was an agent of the “beneficiary” because the requirements of supervision, control and accountability were not met. *Id.* at 106-07 (citing *Moss v. Vadman*, 77 Wn.2d 396, 402-03, 463 P.2d 159 (1970); other citations omitted). At the same time, the Court made clear that if all the requirements of agency were met, a beneficiary could act through an agent. *Id.*

Freddie Mac and Fannie Mae expressly disclaim having any agency relationship with their loan servicers. *See* Freddie Mac’s Guide, ¶ 53.5 (“the Servicer contracts with Freddie Mac as an independent contractor” and “is not Freddie Mac’s agent”); *see also* Fannie Mae’s Guidelines, A2-1-01, General Servicer Duties and Responsibilities (“[t]he servicer services Fannie Mae mortgage loans as an independent contractor and not as an agent”), *available at* <https://www.fanniemae.com/content/guide/servicing/a2/1/01.html>

In light of these disclaimers, and absent specific agreements between Freddie Mac and Fannie Mae and their respective servicers or other circumstances establishing the supervision, control, and

accountability required under Washington agency law, servicers are not currently agents of Freddie Mac and Fannie Mae.<sup>4</sup> Under *Bain*, however, Freddie Mac and Fannie Mae, as owners of their notes and the foreclosing beneficiaries, may use servicers to act as their agents to instruct trustees to record the notices of trustee's sale under RCW 61.24.030(7), so long as they can establish the supervision, control, and accountability required under agency law.

When, as in this case, Freddie Mac or Fannie Mae owns the note and RCW 61.24.030(7) requires it to foreclose in its name as both the beneficiary and owner of the note, Freddie Mac or Fannie Mae may thus use a servicer to authorize the trustee to record the notice of trustee's sale, as long as the loan servicer is truly an agent of Freddie Mac or Fannie Mae

Finally, Freddie Mac and Fannie Mae may hold the notes they own through custodial agents while remaining the beneficiaries of the

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<sup>4</sup> See *Rucker v. NovaStar Mortgage, Inc.*, 177 Wn. App. 1, 15-16, 311 P.3d 31 (2013) (holding that servicer was not an agent based on agreement stating that the relationship was "that of an independent contractor and not that of a joint venture, partner or agent"); see also *Sohal v. Federal Home Loan Mortgage Corp.*, 2012 WL 6044817, \*7-8 (N.D. Cal. Dec. 5, 2012) (holding that there were disputed issues of fact as to whether Wells Fargo was Freddie Mac's agent based on Freddie Mac's guidelines stating that "Servicer is not Freddie Mac's agent or assignee").

notes under RCW 61.24.005. Again, however, there must be an agency relationship between Freddie Mac and Fannie Mae and their note custodians that meets all the requirements of supervision, control, and accountability under Washington law. *See* RCW 62A.3-201, Comment 1 (note may be held “either directly or through an agent”); 1B *Lawrence’s Anderson on the Uniform Commercial Code* § 1-201:270 at 401 (3d ed. 1981) (“a person is a ‘holder’ of a negotiable instrument when it is in the physical possession of his or her agent”); *see also* RCW 62A.1-103(b) (under Washington’s UCC, “[u]nless displaced by the particular provisions of this title, the principles of law and equity, including . . . principal and agent . . . supplement its provisions”).

Freddie Mac and Fannie Mae have a standard practice of using custodial agents to safeguard their notes. The only change needed for them to remain the beneficiaries throughout the foreclosure process as required under RCW 61.24.030(7) in cases such as this one is for them to continue to hold onto their notes instead of transferring them to loan servicers. *See* D. Whitman & D. Milner, “Foreclosing on Nothing,” 66 *Ark. L. Rev.* 21, 26 (2013) (cited in NWTTS’s Supplemental Brief at 4,

discussing fact that “Fannie Mae and Freddie Mac . . . normally deliver possession of a note to the servicer when it is necessary to foreclose”).

In short, as long as Freddie Mac and Fannie Mae adhere to the requirements of Washington agency law, there is no reason why they cannot comply with RCW 61.24.030(7) and foreclose non-judicially when a homeowner defaults and there is no reasonable alternative to foreclosure.

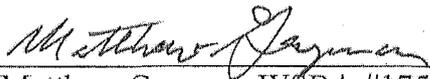
### III. CONCLUSION

For all these reasons, Freddie Mac’s arguments are not relevant to the proper interpretation of RCW 61.24.030(7). Freddie Mac’s and Fannie Mae’s guidelines and contracts with their servicers cannot alter the requirements of Washington law. Under RCW 61.24.030(7), when Freddie Mac or Fannie Mae is the *owner* of the note, Freddie Mac and Fannie Mae must foreclose in their own names as both the owner and beneficiary of the notes they own. Freddie Mac and Fannie Mae can use servicers to instruct trustees on their behalf and can hold their notes through custodial agents while remaining the beneficiaries, so long as their loan servicers and note custodians are truly agents in compliance with Washington agency law.

DATED this 10th day of June, 2015.

Respectfully submitted,

COLUMBIA LEGAL SERVICES

By:   
Matthew Geyman, WSBA #17544  
101 Yesler Way, Suite 300  
Seattle, WA 98104  
(206) 287-9661

Attorneys for Petitioner Rocio Trujillo

## DECLARATION OF SERVICE

I, Annabell Joya, certify under penalty of perjury under the laws of the State of Washington that on this day I caused a copy of the foregoing Petitioner's Answer to Amicus Brief of Federal Home Loan Mortgage Corporation to be served by first-class mail, postage prepaid, and by email, on the following counsel of record:

Joshua S. Schaer  
John McIntosh  
RCO Legal, P.S.  
1355 S.E. 36th St., Suite 300  
Bellevue, WA 98006  
[jschaer@rcolegal.com](mailto:jschaer@rcolegal.com)  
[jmcintosh@rcolegal.com](mailto:jmcintosh@rcolegal.com)

Lance E. Olsen  
McCarthy & Holthus  
108 1st Ave. S., Suite 300  
Seattle, WA 98104  
[lolsen@McCarthyHolthus.com](mailto:lolsen@McCarthyHolthus.com)

Sheila M. O'Sullivan  
Northwest Consumer Law Center  
520 E. Denny Way  
Seattle, WA 98122  
[sheila@nwclc.org](mailto:sheila@nwclc.org)

Lisa M. von Biela  
Northwest Justice Project  
401 Second Ave. South, Suite 407  
Seattle, WA 98104  
[lisav@nwjustice.org](mailto:lisav@nwjustice.org)

Benjamin Roesch  
Leilani Fisher  
Washington Attorney General's Office  
Consumer Protection Division  
800 Fifth Ave., Suite 2000  
Seattle, WA 98104  
[benjaminr@atg.wa.gov](mailto:benjaminr@atg.wa.gov)

Abraham K. Lorber  
Andrew G. Yates  
John S. Devlin III  
Lane Powell, PC  
1420 Fifth Ave., Suite 4200  
Seattle, WA 98101  
[lorbera@lanepowell.com](mailto:lorbera@lanepowell.com)  
[yatesA@lanepowell.com](mailto:yatesA@lanepowell.com)  
[devlinJ@lanepowell.com](mailto:devlinJ@lanepowell.com)

Melissa A. Huelsman  
Law Offices of Melissa A. Huelsman, P.S.  
705 Second Ave., Suite 601  
Seattle, WA 98104  
[mhuelsman@predatorylendinglaw.com](mailto:mhuelsman@predatorylendinglaw.com)

Richard Llewelyn Jones  
1750 112th Ave. NE, Suite D-151  
Bellevue, WA 98004  
[rlj@kovacandjones.com](mailto:rlj@kovacandjones.com)

Ha Thu Dao  
787 Maynard Ave. S.  
Seattle, WA 98104  
[hadaojd@gmail.com](mailto:hadaojd@gmail.com)

DATED this 10th day of June, 2015.



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Annabell Joya

## OFFICE RECEPTIONIST, CLERK

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Dear Clerk,

Attached is the following for filing with the Court:

- Petitioner's Answer to Amicus Brief of Federal Home Loan Mortgage Corporation

This has been served today upon all counsel of record by first-class mail, postage prepaid, along with courtesy copies sent by email.

The case name, case number, and name, phone number, bar number and email address of the attorney filing this document are:

Trujillo v. Northwest Trustee Services, Inc., No. 90509-6, filed by Matt Geyman, (206) 287-9661, WSBA #17544, [matt.heyman@columbialegal.org](mailto:matt.heyman@columbialegal.org).

Thank you

**Matt Geyman, Attorney**  
Columbia Legal Services  
Working Families Project

101 Yesler Way, Suite 300 | Seattle, WA 98104 | (206) 287-9661  
[matt.heyman@columbialegal.org](mailto:matt.heyman@columbialegal.org) | [www.columbialegal.org](http://www.columbialegal.org)



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