

RECEIVED  
SUPREME COURT  
STATE OF WASHINGTON  
Feb 05, 2016, 8:33 am  
BY RONALD R. CARPENTER  
CLERK

E

RECEIVED BY E-MAIL

b/h

No. 92565-8

**IN THE SUPREME COURT  
OF THE STATE OF WASHINGTON**

---

PATRICIA M. CARTER, Plaintiff,

vs.

PETERSON ENTERPRISES, INC., Defendant.

---

PLAINTIFF'S REPLY BRIEF

---

KIRK D. MILLER, WSBA #40025  
Attorney for Plaintiff  
Kirk D. Miller, P.S.  
421 W. Riverside Ave. Suite 704  
Spokane, WA 99201

 ORIGINAL

## Table of Contents

Table of Authorities .....	ii
I. INTRODUCTION.....	1
II. ARGUMENT.....	2
a. The Legislative History Unequivocally Shows that an Application for Writ of Garnishment is Required for Attorney Issued Writs of Garnishment.....	2
b. Without Any Authority, Defendant Seemingly Claims That an Attorney Swears to the Same Facts Required by RCW 6.27.060 by Virtue of Signing the Writ of Garnishment. ....	4
c. Application for Writ of Garnishment is Consistent with the Purpose of the Garnishment Statute.....	6
d. <i>First Fed. Sav. &amp; Loan Ass'n of Walla Walla v. Ekanger</i> , 22 Wn. App. 938, 593 P.2d 170, (1979) aff'd, 93 Wn.2d 777, 613 P.2d 129 (1980) is Not on Point.....	7
e. All Writs Illegally Issued by the Defendant's Attorneys Must Be Quashed.....	10
f. Controversion is Not an Adequate Safeguard.....	13
II. CONCLUSION.....	16
III. APPENDIX.....	17

## Table of Authorities

### Cases

<i>Blair v. GIM Corp.</i> , 88 Wash.App. 475, 479–80, 945 P.2d 1149 (1997).	16
<i>Blair v. GIM Corp., Inc.</i> , 88 Wn. App. 475, 477, 945 P.2d 1149, 1150 (1997).....	12
<i>Boundary Dam Constructors</i> , 9 Wash.App. 21, 510 P.2d 1176.....	8
<i>Christensen v. Ellsworth</i> , 162 Wn.2d 365, 372, 173 P.3d 228, 231 (2007).....	11
<i>City of Seattle v. Fontanilla</i> , 128 Wash.2d 492, 909 P.2d 1294 (1996).....	6
<i>Commercial State Bank v. Curtis</i> , 7 Wn.2d 296, 109 P.2d 558 (1941)....	11
<i>First Fed. Sav. &amp; Loan Ass'n of Walla Walla v. Ekanger</i> , 22 Wn. App. 938, 593 P.2d 170, (1979) affd, 93 Wn.2d 777, 613 P.2d 129 (1980)7, 8	
<i>Fluor Enterprises, Inc. v. Walter Const., Ltd.</i> , 141 Wn. App. 761, 770, 172 P.3d 368, 373 (2007).....	12
<i>Hous. Auth. of City of Pasco &amp; Franklin Cty. v. Pleasant</i> , 126 Wn. App. 382, 386, 109 P.3d 422, 424 (2005).....	10, 11
<i>Lampet's Case</i> , 77 Eng. Rep. 994, 997 (K.B. 1612).....	1
<i>Lawyer Land Co. v. Steel</i> , 41 Wash. 411, 83 P. 896 (1906).....	12, 13
<i>Liebig v. Liebig</i> , 107 Wash. 464, 467-68, 182 P. 605, 606-07 (1919).....	10
<i>Marsh–McLennan Bldg., Inc. v. Clapp</i> , 96 Wash.App. 636, 641–42, 980 P.2d 311 (1999).....	10
<i>Watkins v. Peterson Enterprises, Inc.</i> , 137 Wn.2d 632, 647, 973 P.2d 1037, 1047 (1999).....	6, 7, 9

### Statutes

RCW § 6.27.120 .....	14
RCW 3.66.020 .....	3
RCW 6.27.060 .....	1, 2, 3, 4, 5, 8, 9, 16
RCW 6.27.160 .....	14
RCW 6.27.170 .....	15
RCW 62A.3-515 .....	14

### Other Authorities

Black's Law Dictionary – Eighth Edition (2004).....	10
---	----

### Rules

CR 4 .....	8
RCW 6.27.005 .....	6
RPC 3.1 .....	4
RPC 4.4.....	4

## I. INTRODUCTION

The Defendant's characterization of the sworn testimony (required by RCW 6.27.060) as merely "form" rather than a substantial and required procedural safeguard, against abuse of the garnishment process, is a shocking admission of how this collection agency has made a mockery of the Washington court system. They have disregarded procedural safeguards in favor of expediency, and ignored the protections for Washington residents set in place by the legislature. The Defendant's Response illustrates its apathy toward the hardship caused by garnishing exempt funds from the poorest Washington residents.

More than 400 years ago, Lord Coke warned against the perils of assignment of claims, stating:

And first was observed the great wisdom and policy of the sages and founders of our law, who have provided, that no possibility, right, title, nor thing in action, shall be granted or assigned to strangers, for that would be the occasion of multiplying of contentions and suits, of great oppression of the people.

*Lampet's Case*, 77 Eng. Rep. 994, 997 (K.B. 1612).

This case is a prime example of great oppression that can be caused by purveyors of assigned claims that disregard even the minimal procedural safeguards imposed by statute, in favor of expediency and profit.

RCW 6.27.060's requirement that the judgment creditor, or someone on its behalf, swear that they have reason to believe the property it is attempting to garnish is not exempt under state or federal law is an important procedural safeguard against the extremely harsh remedy of garnishment. The notion that any Washington writ of garnishment can be issued without this safeguard, simply because the law was changed to allow attorneys to issue them, is debunked by the legislative purpose, legislative history, and a plain, common sense reading of the statutory scheme. To hold otherwise would sanction the Defendant's blatant disregard for Washington's property exemption laws and render meaningless the procedural safeguards set forth in RCW 6.27.

## II. ARGUMENT

- a. The Legislative History Unequivocally Shows that an Application for Writ of Garnishment is Required for Attorney Issued Writs of Garnishment.

While Defendant devotes much briefing to the principles of statutory construction, conspicuously absent is any reference to the actual understanding of the legislators who voted to allow the attorney issued writs of garnishment. That understanding is set forth in multiple legislative reports attached as appendices to Plaintiff's opening Brief. The legislature specifically recognized that the affidavit submitted in application for a writ of garnishment would still be required and mailed to the judgment debtors.

Nowhere in the legislative history is it contemplated that attorney issued writs would be exempt from the RCW 6.27.060 application. On the contrary, in an effort to relieve overly burdened courts, not judgment creditors, the 2003 legislation allows attorneys to issue writs under the same conditions as the clerk. It was never contemplated that attorney issued writs would be exempt from the other obligations and preconditions required by RCW 6.27, et seq.

It is interesting to note that the testimony given in opposition to the original text of the 2003 amendment was that the amendment should only apply to district courts, not superior courts, because superior courts “deal with judgments of substantial weight”. See Plaintiff’s Opening Brief, A-11. In 2003, the jurisdictional limit of Washington district courts was only fifty thousand dollars (\$50,000.00). A-1. In 2008, the jurisdictional limit was raised to seventy-five thousand dollars (\$75,000.00). A-4. In 2015, the jurisdictional limit was raised again to its current limit of one hundred thousand dollars (\$100,000.00). RCW 3.66.020 (current version). Clearly, Washington district courts now also deal with judgments of “substantial weight”. Protecting judgment debtors from abuses of the garnishment process is now more important than ever.

Two separate Senate Bill Reports, the House Bill Analysis, and the Washington Legislature’s Final Bill Report specifically state that, in the

case of an attorney issued writ of garnishment, the application must be mailed to the judgment debtor. *See* Appendices to Opening Brief. It cannot be seriously argued that the legislative intent was in any way unclear. “[I]t is this court’s obligation to determine and carry out the intent of the legislature.” *Hale v. Wellpinit Sch. Dist. No. 49*, 165 Wn.2d 494, 509, 198 P.3d 1021, 1028 (2009)(citing: *City of Redmond v. Arroyo–Murillo*, 149 Wash.2d 607, 616, 70 P.3d 947 (2003) (citing *State v. Chester*, 133 Wash.2d 15, 21, 940 P.2d 1374 (1997))). An RCW 6.27.060 application is required for **every** writ of garnishment in the state of Washington.

- b. Without Any Authority, Defendant Seemingly Claims That an Attorney Swears to the Same Facts Required by RCW 6.27.060 by Virtue of Signing the Writ of Garnishment.

Defendant’s argument in this regard is created out of whole cloth. Rather than swearing under oath that he has reason to believe that the property being garnished is not exempt, Defendants advance the theory that “the attorney for a judgment creditor would conduct an investigation so as to not violate any rules of professional conduct.” *See* Defendant’s Response Brief. RPCs 3.1 and 4.4(a), cited by the Defendants, say nothing about the attorney’s reasons to believe that certain property is, or is not, exempt under state or federal law.

Nothing in RCW 6.27.060 requires the attorney for the judgment creditor who issues the writ to also be the person who applies for the writ.

Either the judgement creditor *or some person on the judgment creditor's behalf* may apply for the writ. RCW 6.27.060. In this case, where the judgement creditor's attorney did in fact sign the application, the omission of any statement regarding the exempt/non-exempt nature of the property seems suspiciously calculated to avoid an overtly false statement by an attorney under oath. It defies credulity to assume an attorney who issues a writ of garnishment, simply by virtue of having signed the writ, would understand they were, in effect, swearing to the statements required by RCW 6.27.060. Nothing in the garnishment statute or the ethical duties of an attorney support this hypothesis. The ethical (and potentially criminal) fallout on the Washington legal community from such an interpretation would be far reaching. According to Defendant's theory, it follows that even where a person other than the attorney signs the sworn application for writ, the attorney is independently asserting that they, too, believe and have reason to believe that the property being garnished is not exempt. It is simply not so.

Rather than an implied assertion that is part and parcel to a signature on a writ of garnishment, RCW 6.27 allows attorneys to rely on the sworn testimony of the judgment creditor or somebody on the judgment creditor's behalf when they issue a writ. If the attorney has the requisite personal knowledge, the attorney may apply for the writ with sworn testimony. The

duty to swear to, and actually have, a reason to believe that the assets being garnished are not exempt, is not an obligation that can be subsumed within any other ethical, legal, professional, or moral obligation. It exists as an independent safeguard.

c. Application for Writ of Garnishment is Consistent with the Purpose of the Garnishment Statute

“Although in RCW 6.27.005 the Legislature recognized a need to enforce debtors' obligations, the Legislature specified a garnishment process which includes the procedures for commencing, disputing, and concluding a garnishment action.” *Watkins v. Peterson Enterprises, Inc.*, 137 Wn.2d 632, 647, 973 P.2d 1037, 1047 (1999). “Because the statutory provisions authorizing issuance and enforcement of a writ are central to the garnishment process--constituting notice, ordering the entry of pleadings, and providing an opportunity for a hearing--we interpret those statutory provisions in relation to each other and consistent with the legislative intent to protect a garnishee's interest.” *Id at 639-40* (citing: *City of Seattle v. Fontanilla*, 128 Wash.2d 492, 909 P.2d 1294 (1996)). The requirement of a sworn application for writ of garnishment is consistent with the statutory scheme established by the legislature.

As correctly pointed out by the Defendant, the application for writ is not sent to the garnishee defendant. The application has no impact

whatsoever on the garnishee defendant's administrative burden in responding to the writ. Rather, assurances by the judgment creditor that the property is not exempt should alleviate the burden on garnishee defendants to needlessly, or wrongfully, withhold exempt funds from a judgment debtor. The sworn application is prima facie evidence for the garnishee defendant to believe that the property is not exempt. If properly followed, the requirement of a sworn statement prior to issuing a writ of garnishment would likely reduce the burden on garnishee defendants because the most litigious district court plaintiffs will have to conduct proper investigations prior to obtaining writs of garnishment.

This is not the first time that this Defendant has argued to this Court that an omission of a mandatory garnishment procedure to suit its own expediency desires is in reality fulfilling the purpose of the statute. *See Watkins*, supra. The *Watkins* court rejected a similar argument. So should this Court.

- d. *First Fed. Sav. & Loan Ass'n of Walla Walla v. Ekanger*, 22 Wn. App. 938, 593 P.2d 170, (1979) aff'd, 93 Wn.2d 777, 613 P.2d 129 (1980) is Not on Point

Unlike the case at bar, *Ekanger* was truly a case about form over substance. In that case, the defendant attempted to void a service by publication because the affidavit in support did not state the nature of the action, and did not state that a copy of the summons and complaint was

mailed to her. The complaint, however, clearly stated the nature of the case. It was undisputed that a copy of the summons and complaint had actually been mailed to and received by the defendant. Furthermore, the *Ekanger* court noted that CR 4(h) specifically allows a plaintiff in that situation to amend the affidavit at the court's discretion and the affidavit had been amended to conform with the requirements.

In this case, no rule similar to CR 4(h) exists that would allow an RCW 6.27.060 affidavit to be amended nunc pro tunc, nor is there any argument that the deficient affidavit ever was amended. There is no evidence that the Defendant or anyone on its behalf had any reason to believe that the funds it was garnishing were not exempt. The named Plaintiff in this case was materially prejudiced, as were the members of the entire putative class who were subjected to the Defendant's indiscriminant garnishment procedures.

The garnishment statute sets forth procedural requirements for judgment creditors.

A creditor who chooses to avail itself of the garnishment process-applying, filing, serving, and seeking the costs associated with the writ of garnishment-for the purpose of recovering an outstanding debt from the defendant debtor must utilize the methods of enforcement specifically provided for in the statute. *Boundary Dam Constructors*, 9 Wash.App. 21, 510 P.2d 1176; *cf. Hatfield v. Greco*, 87 Wash.2d 780, 557 P.2d 340

(1976) (where statute prescribes special procedures, summary in nature, and in derogation of the common law, the method of procedure must be strictly observed).

*Watkins v. Peterson Enterprises, Inc.*, 137 Wn.2d 632, 645, 973 P.2d 1037, 1046 (1999)

The affidavit required by RCW 6.27.060 is not merely form. Although characterized by the Defendants as such, the required testimony is not meaningless boilerplate text. Nor is it merely a legal hoop for judgment creditors to jump through. Rather, the statute provides a minimal but important protection against the unfair and potentially devastating effect of garnishing exempt assets. In order to issue writs of garnishment, the person signing the application must attest that they have reason to believe, and actually do believe, that the property subject to garnishment is not exempt. The substance of the statement regarding the non-exempt nature of the property being garnished is far more important than the form. If a judgment creditor cannot obtain a truthful application for writ of garnishment that sets forth all of the required RCW 6.27.060 language, then it should not be allowed to avail itself of the powerful remedy of garnishment.

e. All Writs Illegally Issued by the Defendant's Attorneys Must Be Quashed

Defendants argue that so long as the court has jurisdiction over the subject matter of the litigation, any writ issued by the attorney for the judgment creditor, under any circumstances, is valid and enforceable. Defendant's position has no basis in law or equity.

In *Liebig v. Liebig*, 107 Wash. 464, 467-68, 182 P. 605, 606-07 (1919), the plaintiff convinced the clerk of the court to issue a writ of garnishment where there was no judgment for a specific amount, although the court had ordered one of the litigants to pay. The claim arose out of a divorce proceeding. As in this case, the parties in *Liebig* never argued that the court did not have jurisdiction over the subject matter of the case. *Id.* The court nevertheless quashed the writ. *Id.* The term "quash" means "to annul or make *void*." Black's Law Dictionary – Eighth Edition (2004)(emphasis added).

Likewise, in *Hous. Auth. of City of Pasco & Franklin Cty. v. Pleasant*, 126 Wn. App. 382, 386, 109 P.3d 422, 424 (2005), the court quashed a writ of restitution because "a writ of restitution cannot issue without competent evidence to prove substantial compliance with the statutory notice requirements." *Id.* (citing: *Marsh-McLennan Bldg., Inc. v. Clapp*, 96 Wash.App. 636, 641-42, 980 P.2d 311 (1999)). In that case, the

trial judge ordered the writ to issue without allowing an appropriate evidentiary hearing. The residential landlord-tenant statute at issue in *Pleasant*, like the garnishment statutes at issue in this case, are special proceedings that require strict compliance with time and manner requirements. *Christensen v. Ellsworth*, 162 Wn.2d 365, 372, 173 P.3d 228, 231 (2007).

Unlike the unlawful detainer statute that requires a judge to order a writ to issue, the garnishment statute affords less protection by allowing the clerk to issue writs based only on the testimony of the judgment creditor. The 2003 legislation that removed even the discretion of the clerk and delegated full authority to an attorney for the judgment creditor already diminished the protections previously in place for Washington residents against wrongful garnishment. The fact that the legislature streamlined the garnishment procedure in the district courts should not also lead to the conclusion that other procedural safeguards under the garnishment statute are no longer required.

Washington courts have quashed writs for a variety of reasons when the court otherwise had subject matter jurisdiction. *See e.g.:* *Commercial State Bank v. Curtis*, 7 Wn.2d 296, 109 P.2d 558 (1941)(prejudgment writ of garnishment quashed because bond posted by judgment creditor was insufficient to cover attorney's fees); *Blair v. GIM*

*Corp., Inc.*, 88 Wn. App. 475, 477, 945 P.2d 1149, 1150 (1997)(writs of garnishment quashed because judgment debtors had entered into a stipulation with the judgment creditor); *Fluor Enterprises, Inc. v. Walter Const., Ltd.*, 141 Wn. App. 761, 770, 172 P.3d 368, 373 (2007) (writ of garnishment following entry of judgment quashed where judgment was not a final judgment);

Defendant misunderstands the holding of *Lawyer Land Co. v. Steel*, 41 Wash. 411, 83 P. 896 (1906). In that case, the trial court quashed the summons due to a perceived technical defect. The Washington Supreme Court reversed the trial court, holding that the service was adequate for the court to acquire jurisdiction because “[t]he affidavit of service is in all respects regular and sufficient.” *Id.* Addressing another, separate issue, regarding an alleged defect in the affidavit for writ of garnishment that court held:

Respondents now argue that this court should hold that the ruling of the court upon the motion with reference to the amended affidavit in garnishment was erroneous, and that there was, therefore, no jurisdiction of the property. That part of the ruling is, however, not before us for review, since there is no appeal from it.

*Id.*

Thus, the Supreme Court made no ruling whatsoever regarding the garnishment affidavit. *Id.* The opinion did not even describe the nature of the defect. *Id.*

The issue in this case is not whether the court had jurisdiction over the subject matter of the case-in-chief. There has been no argument that it does not. Rather, this Court is asked to decide whether, without any oversight from a judge or the clerk of the court, lawyers acting on behalf of their judgment creditor clients in a special proceeding may issue valid, enforceable, writs of garnishment without meeting the procedural preconditions. To allow such conduct would have a devastating impact on defendants whose property is exempt under Washington or federal law.

f. Controversion is Not an Adequate Safeguard

The Defendant's apparent assertion that lawyers for judgement creditors should be allowed to pepper judgement debtors' employers and banks with writs of garnishment and then rely on the controversion procedure to adequately protect and claw back the exempt property is as impractical as it is unfair to Washington debtors. See: Defendant's Responsive Brief, pg. 26. Once a wrongfully issued writ has been served on the garnishee defendant, the debtor's property is immediately seized<sup>1</sup>.

---

<sup>1</sup> (1) From and after the service of a writ of garnishment, it shall not be lawful, except as provided in this chapter or as directed by the court, for the garnishee to pay any debt owing to the defendant at the time of such service, or to deliver, sell or transfer, or

Although an expedited procedure for controverting a writ of garnishment is contemplated by RCW 6.27.160, that process can leave the defendant without access to even the minimal five hundred dollars (\$500) cash exemption for more than a month, thereby cutting off the defendant's access to hire an attorney or pay for food, rent and utilities. For the most vulnerable Washington residents who are impacted by this Defendant's illegal business practice, the elderly, those on fixed income, and people with small children, their living situation following garnishment may literally become a matter of life or death.

In addition to the court costs and fees levied on a judgment debtor in conjunction with a garnishment, financial institutions also typically charge a fee to their customers, the judgment debtors. When all money in a bank account is seized due to a garnishment, the additional fee can cause the balance in the account to go negative. Checks written by judgment debtors that would have been covered by exempt funds in a checking account may be dishonored and returned to the payee or paid by the bank and assessed an overdraft fee. RCW 62A.3-515 imposes potentially

---

recognize any sale or transfer of, any personal property or effects belonging to the defendant in the garnishee's possession or under the garnishee's control at the time of such service; and any such payment, delivery, sale or transfer shall be void and of no effect as to so much of said debt, personal property or effects as may be necessary to satisfy the plaintiff's demand. RCW § 6.27.120

hundreds of dollars in penalties on individuals who have written dishonored checks, regardless of intent or circumstances. The judgment debtor can end up in a debt spiral. It is only the collection agencies that profit from the practice of garnishing exempt money. They keep the profit from the judgment debtors who are not legally savvy enough to controvert and do not have access to competent counsel, and they potentially profit again by collecting statutory fees on the dishonored checks.

In the case of wage garnishments, Washington law specifically allows employers to fire employees whose wages are garnished from more than two judgments in one year. RCW 6.27.170. Writs of garnishments issued without proper application coerce defendants into paying off the judgment, even if they do not earn more than the amount exempt under Washington law, simply to preserve their jobs. Even when the property is exempt, serving an employer with a writ of garnishment is a powerful debt collection tool. The procedural safeguards must be followed.

Defendants invite this Court to create a loophole in Washington garnishment law that would allow them to use the garnishment controversion procedure to both prospectively and retroactively create a reason to believe that the garnished property is not exempt. Under this theory, their previously issued writs of garnishment would remain intact unless timely controverted. Uncontroverted writs would then form the

basis for swearing in additional applications. This suggested loophole would allow the Defendant to simply continue their business as usual and invite others to join in their scheme. The Washington residents impacted by the Defendants' practices would be left without any recourse.

## II. CONCLUSION

“[S]hall’ indicates something is mandatory.” *Blair v. GIM Corp.*, 88 Wash.App. 475, 479–80, 945 P.2d 1149 (1997). RCW 6.27.060 states that prior to issuing a writ of garnishment, someone “shall apply for a writ of garnishment by affidavit”. There is nothing ambiguous in that statement. None of the 2003 amendments inject any ambiguity into RCW 6.27.060, or any other portion of the garnishment statute. The application is an important procedural precondition that protects Washington judgment debtors. Failure to properly apply for a writ of garnishment by sworn affidavit is fatal to the writ’s validity. Writs issued by this Defendant without the application are void.

Respectfully submitted this 4<sup>th</sup> day of February, 2016.

Kirk D. Miller, P.S.

/s Kirk D. Miller

Kirk D. Miller, WSBA #40025

Attorney for Plaintiffs

III. APPENDIX

2000 Session Laws (excerpts) ..... A-1  
2008 Session Laws (excerpts) ..... A-4

CERTIFICATE OF SERVICE

I certify that on the 4<sup>th</sup> day of February, 2016, I caused a true and correct copy of this Plaintiff's Opening Brief to be served on the following in the manner indicated below:

Counsel for Defendant  
Jeffrey I. Hasson  
Davenport & Hasson LLP  
12707 NE Halsey Street  
Portland, OR 97230

U.S. Mail  
 Hand Delivery  
 Hand Delivery Agreement  
 E-mail per agreement

By: /s/ Kirk D. Miller  
Kirk D. Miller, WSBA 40025  
Attorney for Plaintiffs

**2000**  
**SESSION LAWS**  
OF THE  
**STATE OF WASHINGTON**

REGULAR SESSION  
FIFTY-SIXTH LEGISLATURE  
Convened January 10, 2000. Adjourned March 9, 2000.



Published at Olympia by the Statute Law Committee under  
Chapter 6, Laws of 1969.

DENNIS W. COOPER  
Code Reviser

(2) The committee shall consist of:

(a) Six representatives of the nonsnowmobiling winter recreation public appointed by the commission, including a resident of each of the six geographical areas of this state where nonsnowmobiling winter recreation activity occurs, as defined by the commission.

(b) Three representatives of the snowmobiling public appointed by the commission.

(c) One representative of the department of natural resources, one representative of the department of fish and wildlife, and one representative of the Washington state association of counties, each of whom shall be appointed by the director of the particular department or association.

(3) The terms of the members appointed under subsection (2)(a) and (b) of this section shall begin on October 1st of the year of appointment and shall be for three years or until a successor is appointed, except in the case of appointments to fill vacancies for the remainder of the unexpired term: PROVIDED, That the first of these members shall be appointed for terms as follows: Three members shall be appointed for one year, three members shall be appointed for two years, and three members shall be appointed for three years.

(4) Members of the committee shall be reimbursed from the winter recreational program account created by RCW ((43.51.310)) 79A.05.235 for travel expenses as provided in RCW 43.03.050 and 43.03.060.

(5) The committee shall meet at times and places it determines not less than twice each year and additionally as required by the committee ((chairman)) chair or by majority vote of the committee. The ((chairman)) chair of the committee shall be chosen under procedures adopted by the committee. The committee shall adopt any other procedures necessary to govern its proceedings.

(6) The director of parks and recreation or the director's designee shall serve as secretary to the committee and shall be a nonvoting member.

~~((7) The winter recreation advisory committee and its powers and duties shall terminate on June 30, 2001.))~~

Passed the House February 8, 2000.

Passed the Senate March 2, 2000.

Approved by the Governor March 22, 2000.

Filed in Office of Secretary of State March 22, 2000.

---

## CHAPTER 49

[House Bill 2522]

### DISTRICT COURT JURISDICTION

AN ACT Relating to district court jurisdiction; and amending RCW 3.66.020.

Be it enacted by the Legislature of the State of Washington:

**Sec. 1.** RCW 3.66.020 and 1997 c 246 s 1 are each amended to read as follows:

If the value of the claim or the amount at issue does not exceed ((~~thirty-five~~) fifty) thousand dollars, exclusive of interest, costs, and attorneys' fees, the district court shall have jurisdiction and cognizance of the following civil actions and proceedings:

- (1) Actions arising on contract for the recovery of money;
- (2) Actions for damages for injuries to the person, or for taking or detaining personal property, or for injuring personal property, or for an injury to real property when no issue raised by the answer involves the plaintiff's title to or possession of the same and actions to recover the possession of personal property;
- (3) Actions for a penalty;
- (4) Actions upon a bond conditioned for the payment of money, when the amount claimed does not exceed ((~~thirty-five~~) fifty) thousand dollars, though the penalty of the bond exceeds that sum, the judgment to be given for the sum actually due, not exceeding the amount claimed in the complaint;
- (5) Actions on an undertaking or surety bond taken by the court;
- (6) Actions for damages for fraud in the sale, purchase, or exchange of personal property;
- (7) Proceedings to take and enter judgment on confession of a defendant;
- (8) Proceedings to issue writs of attachment, garnishment and replevin upon goods, chattels, moneys, and effects; and
- (9) All other actions and proceedings of which jurisdiction is specially conferred by statute, when the title to, or right of possession of real property is not involved.

Passed the House February 9, 2000.

Passed the Senate March 3, 2000.

Approved by the Governor March 22, 2000.

Filed in Office of Secretary of State March 22, 2000.

---

## CHAPTER 50

[Engrossed Second Substitute House Bill 2588]

### DOMESTIC VIOLENCE FATALITY REVIEWS

AN ACT Relating to domestic violence fatality reviews; adding a new chapter to Title 43 RCW; and creating new sections.

Be it enacted by the Legislature of the State of Washington:

**NEW SECTION. Sec. 1.** Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

- (1) "Department" means the department of social and health services.
- (2) "Domestic violence fatality" means a homicide or suicide under any of the following circumstances:
  - (a) The alleged perpetrator and victim resided together at any time;
  - (b) The alleged perpetrator and victim have a child in common;

**2008**  
**SESSION LAWS**  
OF THE  
**STATE OF WASHINGTON**

REGULAR SESSION  
SIXTIETH LEGISLATURE  
Convened January 14, 2008. Adjourned March 13, 2008.



Published at Olympia by the Statute Law Committee under  
Chapter 44.20 RCW.

K. KYLE THIESSEN  
Code Reviser

<http://www1.leg.wa.gov/codereviser>

creating a new section; repealing RCW 3.46.010, 3.46.020, 3.46.030, 3.46.040, 3.46.050, 3.46.060, 3.46.063, 3.46.067, 3.46.070, 3.46.080, 3.46.090, 3.46.100, 3.46.110, 3.46.120, 3.46.130, 3.46.140, 3.46.145, 3.46.150, 3.46.160, 3.42.030, and 3.50.007; and providing an effective date.

Be it enacted by the Legislature of the State of Washington:

### JURISDICTIONAL PROVISIONS

**Sec. 1.** RCW 3.66.020 and 2007 c 46 s 1 are each amended to read as follows:

If the value of the claim or the amount at issue does not exceed ~~((fifty))~~ seventy-five thousand dollars, exclusive of interest, costs, and attorneys' fees, the district court shall have jurisdiction and cognizance of the following civil actions and proceedings:

- (1) Actions arising on contract for the recovery of money;
- (2) Actions for damages for injuries to the person, or for taking or detaining personal property, or for injuring personal property, or for an injury to real property when no issue raised by the answer involves the plaintiff's title to or possession of the same and actions to recover the possession of personal property;
- (3) Actions for a penalty;
- (4) Actions upon a bond conditioned for the payment of money, when the amount claimed does not exceed fifty thousand dollars, though the penalty of the bond exceeds that sum, the judgment to be given for the sum actually due, not exceeding the amount claimed in the complaint;
- (5) Actions on an undertaking or surety bond taken by the court;
- (6) Actions for damages for fraud in the sale, purchase, or exchange of personal property;
- (7) Proceedings to take and enter judgment on confession of a defendant;
- (8) Proceedings to issue writs of attachment, garnishment and replevin upon goods, chattels, moneys, and effects;
- (9) Actions arising under the provisions of chapter 19.190 RCW;
- (10) Proceedings to civilly enforce any money judgment entered in any municipal court or municipal department of a district court organized under the laws of this state; and
- (11) All other actions and proceedings of which jurisdiction is specially conferred by statute, when the title to, or right of possession of, real property is not involved.

**Sec. 2.** RCW 12.40.010 and 2001 c 154 s 1 are each amended to read as follows:

In every district court there shall be created and organized by the court a department to be known as the "small claims department of the district court." The small claims department shall have jurisdiction, but not exclusive, in cases for the recovery of money only if the amount claimed does not exceed ~~((four))~~ five thousand dollars.

### MUNICIPAL COURT CONTRACTING

**Sec. 3.** RCW 3.50.003 and 1984 c 258 s 125 are each amended to read as follows:

## OFFICE RECEPTIONIST, CLERK

---

**To:** relston@millerlawspokane.com  
**Cc:** HASSON@DHLAW.BIZ; 'Kirk Miller'  
**Subject:** RE: E-FILING: 92565-8

Received on 02-05-2016

Supreme Court Clerk's Office

Please note that any pleading filed as an attachment to e-mail will be treated as the original. Therefore, if a filing is by e-mail attachment, it is not necessary to mail to the court the original of the document.

**From:** relston@millerlawspokane.com [mailto:relston@millerlawspokane.com]  
**Sent:** Thursday, February 04, 2016 3:42 PM  
**To:** OFFICE RECEPTIONIST, CLERK <SUPREME@COURTS.WA.GOV>  
**Cc:** HASSON@DHLAW.BIZ; 'Kirk Miller' <kmiller@millerlawspokane.com>  
**Subject:** E-FILING: 92565-8

Case Name: Patricia M. Carter v. Peterson Enterprises, Inc.  
Case No. 92565-8

Attorney filing document:  
Kirk D. Miller, WSBA #40025  
Phone # 509-413-1494  
[kmiller@millerlawspokane.com](mailto:kmiller@millerlawspokane.com)

Thank you,

Kirk D. Miller, P.S.  
421 W. Riverside Ave., Ste 704  
Spokane, WA 99201  
(509) 413-1494  
FAX (509) 413-1724

CONFIDENTIALITY NOTE: This electronic mail transmission may contain legally privileged and/or confidential information. This communication originates from the law firm of KIRK D. MILLER, P.S., and is protected under the Electronic Communication Privacy Act, 18 U.S.C. § 2510-2521. Do not read this if you are not the person(s) named. Any use, distribution, copying, or disclosure by any other person is strictly prohibited. If you received this transmission in error, please notify the sender by telephone (509-413-1494), or send an electronic mail message to the sender or [kmiller@millerlawspokane.com](mailto:kmiller@millerlawspokane.com) and destroy the original transmission and its attachments without reading or saving in any manner. Do not deliver, distribute or copy this message and/or any attachment and, if you are not the intended recipient, do not disclose the contents or take any action in reliance upon the information contained in this communication or any attachments.