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SUPREME COURT  
STATE OF WASHINGTON  
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SUPREME COURT  
OF THE STATE OF WASHINGTON

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FIRESIDE BANK f/k/a FIRESIDE THRIFT CO.  
(CAVALRY INVESTMENTS, LLC – Appellant of Record)

Respondent,

vs.

JOHN W. ASKINS and LISA D. ASKINS,

Petitioners.

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**ANSWER TO BRIEF OF AMICUS CURIAE ATTORNEY  
GENERAL OF WASHINGTON**

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## I. INTRODUCTION

Appellant Cavalry Investments, LLC (“Cavalry”) submits that the Attorney General of Washington’s interest is misplaced. The entirety of the Attorney General’s brief concerns whether a debtor can only assert a claim for an alleged violation of Washington’s Collection Agency Act (“CAA”) in a separate action through Washington’s Consumer Protection Act (“CPA”). Cavalry agrees that filing a separate action to assert a CPA claim is not the only means to seek a remedy for violation of the CAA. Depending upon the procedural posture of a case, this also can be done by asserting a counterclaim or asserting an affirmative defense. Additionally, judgment debtors may file a motion to quash or controvert a pending application for a writ of garnishment. These issues are not in dispute.

Nor is the Attorney General’s stated issue in dispute.<sup>1</sup> Certainly, a judgment debtor may assert a counterclaim for alleged violation of the CAA in response to a collection suit. A party asserting a counterclaim, however, bears the burden of proof on the claim. Indeed, the legislative history the Attorney General cites expressly recognizes that a debtor must “prove” “the commission of a prohibited act” to trigger the statutory remedy.

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<sup>1</sup> Amicus Brief at 4 (Issue Presented by Amicus).

Here, Respondents John and Lisa Askins did not assert a counterclaim to be litigated with the attendant burdens of proof. And they did not file a separate action to assert a CPA claim (or any other claim) based upon Cavalry's alleged violation of the CAA. Nor was there any outstanding garnishment writ to controvert or quash.

Instead, the Askins asserted a CAA violation claim by filing a post-judgment CR 60(b) motion and invoking the show cause procedure to vacate a judgment under CR 60(e). The Askins asked the trial court to find that Cavalry had violated the CAA and "deem" the underlying judgment satisfied.<sup>2</sup> And yet the Askins offered no competent evidence to show any alleged CAA violation and, likewise, the Askins made no showing that the judgment had been satisfied. The trial court granted the Askins' motion and ruled that Cavalry had violated the CAA.

The Court of Appeals reversed, holding the trial court exceeded its authority under CR 60(b) by granting affirmative relief through a post-judgment CR 60(b) motion. This holding is unremarkable and based upon the express parameters of CR 60(b). It does not concern any counterclaim. In short, the Attorney General's brief is inapposite to this appeal.

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<sup>2</sup> The Askins also asked the court to quash an August 3, 2015 writ of garnishment, but that writ had been previously released. CP 364-365, CP 383, CP 396, CP 403-404. There was no outstanding writ of garnishment against the Askins. CP 364-365.

## II. ARGUMENT

### A. The Attorney General's Arguments Are Misplaced.

The Court of Appeals opinion addressed two subjects.<sup>3</sup>

First, the Court of Appeals held that CR 60(b) cannot be used to establish a violation of the CAA. *Fireside Bank*, 6 Wn.App.2d at 438-40. This holding is based upon the well-settled proposition that “Rule 60(b) is only available to set aside a prior judgment or order; courts may not use Rule 60(b) to grant affirmative relief in addition to the relief contained in the prior order or judgment.” *Id.* at 438-39. The Attorney General does not address this issue.<sup>4</sup>

Second, the Court of Appeals addressed the email between counsel upon which the Askins' CR 60(b) motion was based. *Fireside Bank*, 6 Wn.App.2d at 436-38. The Court of Appeals stated that it was not reversing the trial court based on that email, but rather noted that while the email may have evidentiary value, it cannot itself constitute a violation of the CAA. *Id.* The Attorney General does not address this issue.

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<sup>3</sup> For ease of reference, the Court of Appeals opinion, *Fireside Bank fka Fireside Thrift Co. v. Askins*, 6 Wn. App.2d 431, 430 P.3d 1145 (2018), is attached hereto as Appendix A.

<sup>4</sup> The Attorney General does, however, acknowledge that “the Court of Appeals’ opinion primarily relied upon the limitations of a CR 60 motion in rejecting the Askins’ CAA claims[.]” Amicus Brief at 1.

Instead, the Attorney General argues against a straw man: the assertion that the Court of Appeals “concluded that seeking relief under RCW 19.16.450 requires debtor-defendants to file a separate action under the Consumer Protection Act.” Amicus Brief at 1 (emphasis supplied).

But the Court of Appeals made no such ruling and the Attorney General offers no citation. The Court of Appeals discussed how the Askins could have filed a CPA claim against Cavalry if they believed Cavalry had violated the CAA by garnishing unauthorized amounts, but the Court did not rule that filing a separate action to assert a CPA claim is the only means to invoke the statutory remedy for a CAA violation.<sup>5</sup>

This case isn’t about a debtor’s ability to assert a counterclaim for an alleged violation of the CAA. It isn’t about a debtor’s ability to assert an alleged violation of the CAA as an affirmative defense when sued by a creditor. And it isn’t about a debtor’s ability to file a motion to quash or controvert a garnishment writ application in post-judgment garnishment proceedings. These avenues for relief are available to a debtor and were not at issue in the Court of Appeals opinion.

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<sup>5</sup> The Attorney General also misapprehends the nature of proof for a CPA claim premised upon a CAA violation. Amicus Brief at 8-9. A violation of the CAA is a per se violation of the CPA. RCW 19.16.440.

**B. The Legislature Did Not Create a Carve-Out to the Civil Rules or Due Process for Alleged CAA Violations.**

What is at issue in this case is the use of a post-judgment CR 60 motion to obtain affirmative relief without litigating a properly asserted claim or affirmative defense under the applicable burden of proof. Settled law precludes this improper use of CR 60. Under CR 60(b), the Askins have the burden to prove the Judgment had been fully satisfied or should otherwise be vacated;<sup>6</sup> and CR 60 otherwise cannot be used to assert an affirmative claim for relief.<sup>7</sup> The Attorney General offers no support for disregarding this authority and no support for carving out an exception to the limitations of CR 60 and due process for CAA claims.<sup>8</sup>

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<sup>6</sup> See e.g., *Dalton v. State*, 130 Wn.App. 653, 665-66, 124 P.3d 305 (2005) (defendant's burden of proof under CR 60(b) requires clear and convincing evidence); *Nat'l Labor Relations Bd. v. Int'l Ass'n of Bridge, Structural, Ornamental & Reinforcing Ironworkers Union, Local 433*, 891 F.3d 1182, 1186 (9th Cir. 2018) (movant has burden of proof under analogous Federal Rules of Civil Procedure Rule 60(b)(5)); *Jeff D. v. Otter*, 643 F.3d 278 (9th Cir. 2011) (defendants have the burden to show satisfaction of judgment; district court erred by imposing burden of proof on plaintiff); see also Supplemental Brief of Respondent at pp. 10-12.

<sup>7</sup> See Supplemental Brief of Respondent at 13-14 (discussing this well-settled limitation on a court's authority regarding relief from a judgment under Rule 60 as set forth in case law from this jurisdiction and across the country).

<sup>8</sup> See Answer to Petition for Review at 5 (*Conerly v. Flower*, 410 F.2d 941, 944 (8th Cir. 1969) (a court's discretion under Rule 60(b) "does not mean that a court may circumvent due process or the Seventh Amendment and award damages or make findings without an evidentiary trial on the merits").

The legislative history cited by the Attorney General reinforces that in order to obtain the statutory remedy under the CAA, a party must prove the collection agency has violated the statute.

An individual injured by a prohibited practice may seek redress under the Consumer Protection Act, RCW 19.86 Sec 35), or may assert the commission of a prohibited act in a later action on the claim, and if he proves the commission of a prohibited act he would not be liable for any charge or fee beyond the original amount of the claim. House Comm. File 1971 SB 796, 42nd Leg. 1<sup>st</sup> Spec. Sess. at 3 (Wash. April 1971), Attorney General Brief at Attachment A, p. 3 (emphasis supplied).

In addition to these remedies an individual injured by a prohibited practice could seek redress under the consumer protection act, RCW 19.86, or may assert such a violation as a defense to any subsequent action to collect a claim against him, and if he proves the commission of such a prohibited act he would not be liable for any charge or fee beyond the original amount of the claim.

Senate Comm. On Judiciary, S.S.B. 796, 42<sup>nd</sup> Leg. 1<sup>st</sup> Spec. Sess. at 1 (Wash. May 1971) (emphasis supplied).<sup>9</sup>

Here, the trial court erroneously adjudicated the Askins' CAA claim on a CR 60 motion and without requiring the Askins to meet their burden of proof. More specifically, the trial court ruled that Cavalry

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<sup>9</sup> This legislative history is also consistent with a defendant's burden to prove an affirmative defense. *See* WPI 21.05 (instruction on defendant's burden of proof for affirmative defenses other than contributory negligence/assumption of risk); *Robertson v. Club Ephrata*, 48 Wn.2d 285, 290, 293 P.2d 759 (1956) ("Defendants have the burden of proving their affirmative defenses.").

“violated RCW 19.16.250(21) by attempting to collect, through applications for writs of garnishment, amounts of money greater than allowed by law.” CP 473; *see also* CP 470-471. But the trial court did not examine or discuss any of Cavalry’s garnishment writ applications, and there was no evidence or accounting presented regarding how much Cavalry was entitled to collect at the time of each garnishment writ. Nothing in the legislative history cited by the Attorney General supports imposing a violation finding without requiring proof of the commission of a prohibited act.

Further, this Court’s decision in *Streng v. Clarke*, 89 Wn.2d 23, 569 P.2d 60 (1977) does not provide a basis to disregard the Civil Rules, the limitations of CR 60, the applicable burdens of proof, and due process so as to allow debtors to litigate a CAA claim through a post-judgment show cause procedure without having to prove a violation. In *Streng*, the Court held that a district court has concurrent jurisdiction with the superior court over CPA counterclaims asserted by a defendant in a collections action. This jurisdictional issue, assertion of a counterclaim, procedural posture, and the holding of the Court in *Streng* are inapposite here.

**C. The Attorney General’s Policy Arguments Do Not Support Reversing the Court of Appeals.**

The remainder of the Attorney General’s brief contains a policy discussion about access to justice issues for consumer debtors. Contrary to the Attorney General’s assertion, the CPA is structured to facilitate consumer claims, not create barriers to assert rights thereunder.<sup>10</sup> And the Askins are not pro se litigants. They are represented by capable counsel, counsel who has previously litigated class action CPA claims based upon alleged CAA violations by purported creditor actions in garnishment proceedings.<sup>11</sup>

Litigation efficiency has value. But the Attorney General’s advocacy for the “simplest, least burdensome and least costly way” to litigate a CAA violation claim is not sufficient to rewrite the Civil Rules or circumvent the requirements of due process for a certain class of litigants. The Court should decline such an invitation.

**III. CONCLUSION**

The Attorney General does not present any basis for reversing the Court of Appeals’ holding that the trial court exceeded its authority under

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<sup>10</sup> See RCW 19.86.090 (providing for the recovery of actual damages, exemplary damages, attorney’s fees and costs, and injunctive relief); Answer to Petition for Review at 14-15 (citing authority discussing the CPA as designed to encourage individuals to bring suit ).

<sup>11</sup> See Answer to Petition for Review at 15-16.

CR 60(b) by granting the Askins' motion, making a violation finding, and awarding them affirmative relief.

DATED: October 9, 2019.

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# APPENDIX A



KeyCite Yellow Flag - Negative Treatment

Review Granted by [Fireside Bank v. Askins](#), Wash., May 1, 2019

6 Wash.App.2d 431

Court of Appeals of Washington, Division 3.

FIRESIDE BANK fka Fireside Thrift  
Co., a California Corporation, Appellant,

v.

John W. ASKINS and Lisa D. Askins,  
husband and wife and Their Marital  
Community Comprised Thereof, Respondents.

No. 34918-7-III

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FILED DECEMBER 6, 2018

### Synopsis

**Background:** Judgment debtors requested a show cause hearing to determine that debt had been paid, and asking to quash the most recent writ of garnishment, entry of satisfaction of judgment, return of all money paid in excess of debt principal, finding a violation of the Collection Agency Act (CAA), and an award of sanctions and damages. The Superior Court, Whitman County, [David Frazier](#), J., ordered default judgment stripped to its principal, and declared the judgment satisfied. Debt collector appealed.

**Holdings:** The Court of Appeals, [Korsmo](#), J., held that:

e-mail communication between debt collector's attorney and judgment debtors' attorney did not constitute a violation of the CAA, and

show cause hearing was not a proper method of establishing a violation of the CAA.

Reversed and remanded.

**\*\*1147** Appeal from Whitman Superior Court, Docket No: 07-2-00204-7, Honorable John David Frazier, Judge

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### Opinion

[Korsmo](#), J.

**\*433** ¶1 Cavalry Investments appeals from a decision of the superior court determining that violations of the Washington Collection Agency Act (CAA), ch. 19.16 RCW, needed to be remedied by stripping the debt to the principal and declaring the debt paid. Concluding that an email communication between attorneys does not constitute a violation of the CAA and that [CR 60](#) was not a proper method of presenting the debtors' theory of the case, we reverse and remand for further proceedings.

### FACTS

¶2 A used car loan bearing an interest rate of 18.95 percent issued in 2004 to respondents John and Lisa Askins is the basis for this case. According to the Askins, the car was returned in 2006, supposedly in satisfaction of the balance of the loan, and no further loan payments were made. However, this transaction was not reduced to writing. Fireside Bank, the assignee on the loan note, asserted that it repossessed the vehicle in December 2006, and sold it the following month for \$4,200.

¶3 Fireside then filed suit seeking the balance of the note. The Askins did not appear in the action and ultimately **\*434** a default judgment was entered against them on September 28, 2007, in the amount of \$7,754.39, plus prejudgment and postjudgment interest. Clerk's Papers (CP) at 13. After collecting some money from the Askins over the years via garnishment, Fireside in 2012 sold the note to appellant Cavalry Investments, a debt collection agency. The two creditors issued 19 writs of garnishment between 2008 and 2015. A total of \$10,849.16 was collected by the writs.

¶4 With collection efforts against them continuing, the Askins obtained an attorney. Their attorney contacted Cavalry's

counsel in November 2015, and requested an accounting. Three months later, the Askins' counsel asked Cavalry's attorney to enter a satisfaction of judgment. Cavalry's counsel did not agree that the judgment had been satisfied and sent an email to counsel on April 7, 2016, containing an amortization schedule explaining the balance still owed. Both the email and the amortization schedule bore the notice: "This is an attempt to collect a debt. Any information obtained will be used for that purpose." CP at 372. The schedule also reported that the remaining debt had been calculated by adding \$643 in attorney fees and \$280 or \$285 in collection costs for each writ of garnishment. The spreadsheet concluded that the Askins still owed \$15,820.89.

¶5 The Askins then requested, and the court granted, a show cause hearing pursuant to [CR 60](#) to determine that the debt had been paid. The hearing request also asked for additional relief, including: quashing the most recent writ of garnishment, entry of a satisfaction of judgment, return of all money paid in excess of the debt principal, finding a violation of the CAA for attempting to collect unlawful amounts, and awarding sanctions and damages. CP at 403. The motion relied on the schedule contained in the April 7 email between counsel.

**\*\*1148** ¶6 The parties argued the matter before the Honorable David Frazier of the Whitman County Superior Court, the **\*435** same judge who had signed the judgment nine years earlier. Cavalry argued that the April 7 email accounting had been erroneous and that the proper accounting showed that a balance remained. Judge Frazier considered the email accounting and found that the CAA had been violated by Cavalry requesting more costs than they were entitled to collect in violation of [RCW 19.16.250\(21\)](#). He ordered the judgment stripped to its principal pursuant to [RCW 19.16.450](#) and declared the judgment satisfied. CP at 427.

¶7 Cavalry moved for reconsideration and argued, with two alternative accountings attached, that the debt remained unsatisfied and that the matter should be set for trial. The Askins argued that the original ruling was proper and that Fireside Bank also had violated the CAA before Cavalry acquired the debt. Judge Frazier heard oral argument on the motion and took the matter under advisement before subsequently entering an order denying reconsideration. The order on reconsideration stated, in part, that the court's original ruling was based on efforts to claim more in attorney fees and costs than was legally permissible, and that the new accounting could not cure the earlier error. CP at 462-63.

¶8 Cavalry timely appealed to this court. An amicus curiae, the Statewide Poverty Action Network, filed a brief in support of the Askins. A panel heard oral argument of the case.

## ANALYSIS

¶9 Cavalry's appeal presents us with two significant questions. First, was the accounting contained in the email between the attorneys an effort to collect a debt under the CAA? Second, could the Askins pursue violations of the CAA under the provisions of [CR 60](#)? We first consider the relevant statutes before turning to the two questions presented.

**\*436** ¶10 The CAA is a counterpart of the federal Fair Debt Collection Practices Act (FDCPA), [15 U.S.C. §§ 1692-1692o](#), and constitutes our state's effort to regulate debt collection practices by in-state and out-of-state collection agencies. [Panag v. Farmer's Ins. Co. of Wash.](#), [166 Wash.2d 27, 53, 204 P.3d 885 \(2009\)](#). Those who make collection efforts in this state must be licensed, [RCW 19.16.110](#), and also must not violate a lengthy list of prohibited debt collection practices. [RCW 19.16.250](#). Violations of these two statutes are actionable under the Washington Consumer Protection Act (CPA), ch. 19.86 RCW. *See* [RCW 19.16.440](#).

¶11 In addition, a violation of any of the practices prohibited by [RCW 19.16.250](#) results in the creditor losing its right to collect any costs or interest, and limits collection to only the original judgment principal. [RCW 19.16.450](#). Among the prohibited practices are efforts to attempt to collect "any sum other than allowable interest, collection costs or handling fees expressly authorized by statute." [RCW 19.16.250\(21\)](#).

¶12 Washington's garnishment statute authorizes the imposition of attorney fees and other allowable costs. [RCW 6.27.090\(2\)](#). The attorney fee was \$250 at the onset of this litigation, but was raised to \$300 in 2012. *See* LAWS OF 2012, ch. 159, § 2. In order to recover costs or attorney fees, the plaintiff must obtain a judgment specifying the amount recovered. [Watkins v. Peterson Enters., Inc.](#), [137 Wash.2d 632, 647, 973 P.2d 1037 \(1999\)](#).

¶13 With these understandings in mind, we turn to the questions presented by this appeal.

*April 7 Email between Counsel*

¶14 The initial order granting the Askins' motion was predicated in part on the incorrect figures used in the April 7 email between the two attorneys. To the extent that the trial court considered that accounting to constitute a violation of the CAA, it erred. Communications between \*437 opposing attorneys do not constitute an effort to collect debt under the CAA.

¶15 The CAA defines “debtor” as “any person owing or alleged to owe a claim.” RCW 19.16.100(7). Many of the prohibited practices involve improper communication \*\*1149 practices between collection agencies and debtors. E.g., RCW 19.16.250(8), (9), (11), (13), (14), (15), (16), (17), (18). A collection agency is prohibited from communicating directly with a debtor who is represented by counsel. RCW 19.16.250(12).

¶16 These provisions of the CAA prohibit collection agencies, including attorneys or other agents, from contacting the debtor. They simply do not apply to communications with a debtor's attorney. The federal courts have reached the same conclusion under the FDCPA. “The purpose of the FDCPA is to protect vulnerable and unsophisticated debtors from abuse, harassment, and deceptive collection practices.” *Guerrero v. RJM Acquisitions LLC*, 499 F.3d 926, 938 (9th Cir. 2007). Similarly, the purpose of the CAA is to “ensure [collection agencies] deal fairly and honestly with alleged debtors.” *Panag*, 166 Wash.2d at 54, 204 P.3d 885.

¶17 Neither act categorically excludes attorneys from its scope. *Paris v. Steinberg & Steinberg*, 828 F.Supp.2d 1212, 1220 (W.D. Wash. 2011) (“The [CAA] does not exempt attorneys attempting to collect a debt owed to a third party...”); *Heintz v. Jenkins*, 514 U.S. 291, 299, 115 S.Ct. 1489, 131 L.Ed.2d 395 (1995) (“[The FDCPA] applies to attorneys who ‘regularly’ engage in consumer-debt-collection activity, even when that activity consists of litigation.”). However, the FDCPA’s “purposes are not served by applying its strictures to communications sent only to a debtor's attorney.” *Guerrero*, 499 F.3d at 938; see also *Kropelnicki v. Siegel*, 290 F.3d 118, 128 (2d Cir. 2002) (“Where an attorney is interposed as an intermediary between a debt collector and a consumer, we assume the attorney, rather than the FDCPA, will protect the consumer from a debt collector's fraudulent or harassing behavior.”). Thus, “when the debt collector ceases contact with the debtor, and instead communicates \*438 exclusively with an attorney hired to represent the debtor in the matter, the [FDCPA's] strictures no

longer apply to those communications.” *Guerrero*, 499 F.3d at 939.

¶18 We believe the *Guerrero* principle governs here. Accordingly, we conclude that a communication by a creditor's attorney to a debtor's attorney, even if in violation of a provision of the CAA, does not itself constitute a violation of the CAA. The communication may still be of evidentiary value in subsequent litigation, but it does not constitute a prohibited communication to a debtor.

¶19 The trial court appeared to rely heavily upon the email communication in its original ruling. Although we reverse for the reasons stated in the next section and remand for additional action, we expressly note that sending the amortization schedule to the Askins' attorney could not itself constitute a violation of the CAA. The schedule itself, though, may still be of some evidentiary value to the parties. We believe that any future consideration of this communication will be consistent with the views expressed in this opinion.

#### *Use of CR 60 to Obtain Affirmative Relief*

¶20 The Askins brought the show cause hearing under CR 60 to establish a satisfaction of the judgment and other affirmative relief. We conclude that this was not a proper method of establishing a violation of the CAA.

¶21 CR 60 allows relief from judgment in several circumstances, including:

(b)(6) The judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application.

We believe this provision probably was the one relied on in the request for relief, although the calendaring order simply stated “CR 60.”

¶22 “ ‘Rule 60(b) is available only to set aside a prior judgment or order; courts may not use Rule 60(b) to grant \*439 affirmative relief in addition to the relief contained in the prior order or judgment.’ ” *Geonerco, Inc. v. Grand Ridge*

*Prop. IV, LLC*, 159 Wash.App. 536, 542, 248 P.3d 1047 (2011) (applying federal standard to [CR 60\(b\)](#) and quoting *Delay v. Gordon*, 475 F.3d 1039, 1044-45 (9th Cir. 2007) ). The party seeking vacation of a judgment under [CR 60\(b\)](#) bears the burden of establishing entitlement to relief. \*\*1150 *Puget Sound Med. Supply v. Dept of Soc. & Health Servs.*, 156 Wash.App. 364, 373 n.9, 234 P.3d 246 (2010). The effect of vacating a judgment is that it “is of no force or effect and the rights of the parties are left as though no such judgment had ever been entered.” *In re Estate of Couch*, 45 Wash.App. 631, 634, 726 P.2d 1007 (1986).

¶23 [CR 60\(b\)](#) allowed the Askins to establish that the judgment had been satisfied through their payments, but they did not directly attempt to do so. Instead, they sought to show a violation of the CAA, invoke the remedy of [RCW 19.16.450](#), and, once applying that remedy, claim that the judgment was satisfied. While this novel approach had the benefit of limiting the expenses of the parties by reducing the case to a motion, it appears to run counter to legislative intent that the CAA be enforced through the CPA. [RCW 19.16.440](#). It also required Cavalry to essentially defend against a CPA action without such a case having been initiated and without being allowed to engage in relevant discovery, while conversely permitting the Askins to litigate a CPA claim

without filing one. Although the trial court did not grant all relief available under the CPA, it granted enough to exceed the scope of its authority under [CR 60](#).

¶24 Without applying the [RCW 19.16.450](#) remedy, it is unclear on this record whether the trial judge believed the Askins had met their burden under [CR 60\(b\)\(6\)](#). Although we recognize that all parties benefit from the simplified and less expensive motion practice, it was not a practice available under the rule. We therefore reverse and remand \*440 for further proceedings and without prejudice to seeking relief outside the strictures of [CR 60](#).<sup>1</sup>

Reversed and remanded.

WE CONCUR:

[Fearing, J.](#)

[Siddoway, J.](#)

**All Citations**

6 Wash.App.2d 431, 430 P.3d 1145

#### Footnotes

- 1 This case should settle. In light of the fact that Fireside appears to have collected, or attempted to collect, fees and costs that it was not entitled to collect, it may be prudent for Cavalry to abandon its efforts to collect on the debt and enter a satisfaction of judgment rather than defend Fireside's actions.

**CERTIFICATE OF SERVICE**

On this date I caused a copy of the foregoing document to be served upon the attorneys of record listed below by E-Filing, with a courtesy copy by Email/PDF:

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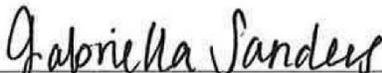
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I hereby certify, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct.

DATED this 9<sup>th</sup> day of October 2019, at Seattle, Washington.

  
\_\_\_\_\_  
Gabriella Sanders

**SAVITT BRUCE & WILLEY LLP**

**October 09, 2019 - 4:54 PM**

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