No. 1029985

SUPREME COURT
OF THE STATE OF WASHINGTON

JONATHAN WESLEY EBBELER and ELIZABETH ASHLEY EBBELER, husband and wife,

Respondents,

v.

WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC, a Washington limited liability company; DANI LEGGETT and JANE/JOHN DOE LEGGETT, believed to be married persons,

Petitioners.

ANSWER TO PETITION FOR REVIEW

Gregory W. Albert
WSBA #42673
Jonah L. Ohm Campbell
WSBA #55701
Albert Law PLLC
3131 Western Avenue
Suite 410
Seattle, WA 98121
(206) 576-8044

Philip A. Talmadge
WSBA #6973
Gary W. Manca
WSBA #42798
Talmadge/Fitzpatrick
2775 Harbor Avenue SW
Third Floor, Suite C
Seattle, WA 98126
(206) 574-6661

Attorneys for Respondents

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page

Table of Cases

Cases

Statutes

Rules

A. INTRODUCTION

This case does not merit this Court's time and attention. In an unpublished opinion resolving this one-off dispute, Division I applied well-established principles of collateral estoppel to the trial court's prior findings and conclusions. The panel's decision broke no new ground, identified no conflict between its opinion and other Court of Appeals decisions, and saw no need to distinguish or fill gaps in this Court's precedents. Division I did nothing more than analyze how collateral estoppel applies in this specific case. This case does not satisfy RAP 13.4(b)(1)-(2).

While this case mattered a great deal to the parties themselves, it implicates nothing of broader public importance. The case also presents no real question of Washington law, as the petition describes no intelligible legal issues. Thus, RAP 13.4(b)(4) also counsels against review.

The petition is a motion for reconsideration miscast as a petition for review, and it should be denied.

B. STATEMENT OF THE CASE

Respondents Jonathan and Elizabeth Ebbelers agreed to buy a house. CP 44-64. In their effort to complete the transaction, the Ebbelers hired a professional agency, WFG National Title Co. of Washington, LLC ("WFG"), to serve as the escrow company and closing agent. CP 497, 533-39. WFG designated its employee, Dani Leggett, a licensed Limited Practice Officer, as the individual closing agent. CP 308, 497. The transaction failed. CP 606, 610.

The Ebbelers then sued the seller ("*Ebbeler I*"). CP 437-41. After a bench trial, the trial court exonerated the seller. CP 629-31. The trial court concluded that the Ebbelers had not met their duty under the purchase and sale agreement to "pay the full $2,300,000.00 by the closing date." CP 630. The Ebbelers had obtained approval for financing from WaFd, but WaFd did not wire the $2.3 million by the cutoff time on the closing date because WaFd never received correct loan documents from WFG/Leggett. CP 620-22. The trial court's findings, while

noting that the Ebbelers had a contractual duty to the seller to produce the funding, never mentioned anything that the Ebbelers personally did to prevent WaFd from wiring the purchase funds before the closing date lapsed. CP 613-30. The trial court's findings instead noted a series of blunders by the professionals whom the Ebbelers had relied on, WFG/Leggett. *Id.*

The Ebbelers then filed the present case against WFG/Leggett, alleging breach of contract, professional negligence, and other claims ("*Ebbeler II*"). CP 1-18. WFG/Leggett moved for summary judgment, arguing the trial court's findings in *Ebbeler I* carried preclusive effect on causation. CP 334-40. The trial court agreed and dismissed the Ebbelers' suit. CP 1003-05. Division I reversed. Op. at 1-15.

As this Court now considers whether to accept review, some additional facts bear special emphasis.

First, one of the petitioners, the closing agent Dani Leggett, acknowledged that the Ebbelers personally did nothing wrong. CP 975. They could not have done anything to prevent

the transaction from failing. *Id.* Leggett conceded the point during her deposition:

> Q: Okay. And then let's see. Just globally what should the Ebbelers have done differently to make the deal go through? …
>
> A: I—from my perspective there was nothing that they could have done differently to make the transaction go through.

CP 975.

Second, the petitioners were not parties to the litigation in *Ebbeler I*. In that case, the Ebbelers sued the property seller, the Estate of Allison Andrews, and also sued the estate's personal representative, Sidney Andrews. CP 437-41. The Ebbelers did not name Leggett or her employer, WFG. *Id.* And the petitioners have never argued that they were mandatory parties to the prior case or that the Ebbelers' claims against them were compulsory. *See* Op. at 14 ("The Escrow Defendants' attorney appropriately acknowledged at oral argument that the Ebbelers were not required to join the Escrow Defendants as necessary parties to *Ebbeler I* under CR 19.").

Third, in *Ebbeler I*, the trial court's findings repeatedly faulted petitioners Leggett and WFG for bungling their responsibilities. WFG/Leggett agreed to closing instructions requiring them to "to select, prepare, complete, correct, receive, hold, record and deliver documents as necessary to close the transaction." CP 598. Yet, according to the trial court, WFG never notified the Estate of any necessity to provide a signed deed to WaFd, the Ebbelers' lender, in order for WaFd to fund. CP 619 ("If such a requirement existed (whether from title or the lender) neither entity communicated it to Mr. Andrews.").

The trial court also found that the loan documents provided to WaFd by WFG/Leggett were deficient, preventing the loan from being funded. CP 620 ("[T]he signed Loan Package contained a number of problems… [T]his administrative work appears to have directly impacted the loan being funded"); *id*. ("WaFed would not fund a loan for over two million dollars without accurate Loan Documents."). In support of its findings, the court quoted WaFd's email to Phil

Mazzaferro, the mortgage broker. CP 552-53, 620. WaFd informed him about the errors in the loan documents, urging Mazzaferro to "[p]lease help escrow out" and warning that WaFd "need[s] this ASAP so we can fund today." *Id.* The trial court found that WFG was working to correct the documents but failed to do so in time. CP 620-21 ("The evidence fails to support a finding that WaFd received the corrected Loan Documents by the lender's own loan cutoff."); *id*. ("There is no evidence that WFG transmitted all documents to WaFed.").

The trial court found that even after the documents were supposedly corrected, WFG and Leggett still did not fix the errors. CP 622. Those errors and omissions included a lack of buyer's approval of the settlement statement, omission of a full legal name on the Borrower Identification Form, and omission of the flood zone certificate. *Id*.[1]

[1] It is undisputed that the Ebbelers provided WFG with a signed copy of that flood zone certificate within minutes of WFG requesting it on May 29. CP 564-65.

The trial court also noted that WFG failed to provide the correct deed to WaFd. CP 622 ("Included in WFG's documents for buyer's review was a Statutory Warranty Deed form. The Buyers mistakenly approved only a Statutory Warranty Deed form for closing."). The court found that the failure to provide the correct deed resulted in WFG receiving conflicting instructions from the parties. CP 623.

The trial court also found that "WFG did not actually know what WaFd's cutoff for its loan closing would be." CP 624. The court noted that at 1:37 p.m., Leggett emailed the mortgage broker to determine whether 2 p.m. was the wiring cutoff. *Id*. ("Even at this late hour, Ms. Leggett was still not certain what the "lender's cutoff" was."). The court noted that Leggett emailed WaFd the day after closing asking whether the wiring cutoff was 2 p.m. *Id*. ("It is apparent that even after the Closing Date, Ms. Leggett was still unsure of WaFed's actual cutoff.").

The court found that WFG did not communicate with the Estate effectively. CP 625. It was not until WFG responded to

the Estate with an email referencing a statutory warranty deed that the Estate was able to inform WFG of its error. *Id*. The court stated:

> Shortly after 1 p.m., Mr. Andrews' attorney Lisa Peterson asked to see a copy of the proposed conveyance documents to ensure that the correct documents were being prepared. No closing documents were sent to her to forward to Mr. Andrews, either. WFG responded with a reference to a "SWD" document. Mr. Andrews' attorney recognized the potential for an error and replied that a Statutory Warranty Deed was the wrong form of deed – the correct deed form agreed to by the parties was a Personal Representative's Deed. She immediately responded that the correct deed form was the "Personal Representative's Deed" form. WFG did not send a deed form or any closing documents to Mr. Andrews' attorney in response to counsel's email.

Id.

The trial court found that WFG still had not made the corrections to the deed even after receiving notification from Peterson, stating:

> Mr. Andrews signed all of his closing documents other than the statutory warranty deed between 2:17 PM and 2:48 PM on May 29, 2019. Mr. Andrews recognized that WFG had prepared and presented to

> him the wrong deed form – a Statutory Warranty Deed. Even though his attorney Ms. Peterson alerted Ms. Leggett that she had presented a deed form not prescribed by the REPSA, Ms. Leggett had not made that correction yet.

CP 626.

The trial court found that WFG's error significantly delayed the closing, stating:

> [Mr. Andrews] notified WFG immediately that it was the wrong deed form. To expedite the closing process, Mr. Andrews immediately contacted his attorney. Ms. Peterson transmitted a form of Personal Representative's Deed form, with approved exceptions, to WFG at 2:48 p.m. WFG said that it needed to check with WFG's lawyer. WFG's lawyer approved the form before Mr. Andrews could sign. Mr. Andrews signed the Personal Representative's Deed on May 29, 2019 in the Closing Agent's offices at about 3:51 PM.

Id.

As the trial court recognized below, the *Ebbeler I* findings "acknowledge impliedly that there was fault on behalf of others, including WFG, that were involved in this transaction." RP 44.

C. ARGUMENT

(1) This Case Concerns Only the Parties, Not Broadly Important Issues

As the petitioners seem to concede by not citing RAP 13.4(b)(4), this case does not present any issues of broad public importance. An issue is of substantial public importance when the Court of Appeals decision has "sweeping implications." *State v. Watson*, 155 Wn.2d 574, 578, 122 P.3d 903 (2005). But here, the petitioners say nothing about what Division I's opinion means for the rest of the state. For good reason: there are no implications for other buyers and sellers of real estate in Washington. The opinion also means nothing for escrow agents, as it did not alter, reinterpret, or even decide their duties and liabilities to the property buyers who hire them. *See* Op. at 1-15. Rather, the Court of Appeals analyzed the parties' individual dispute and how the trial court's findings and conclusions in *Ebbeler I* might preclude litigation of the issues in *Ebbeler II*. *See* Op. at 1-15. This case, in short, is a private dispute. *See Westerman v. Cary*, 125 Wn.2d 277, 286, 892 P.2d 1067 (1994)

(explaining that whether a "continuing and substantial public interest" justifies review of an issue turns in part on whether the issue is "of a public or private nature"). With such a narrow reach, this case is unworthy of this Court's review. RAP 13.4(b)(4).

(2) The Petition Shows No Conflict in Decisional Law

The petition gives only a passing nod to RAP 13.4(b)(1)-(2). On page 2, the petition cites those criteria and then claims that Division I's decision conflicts with this Court's decisions in *Reninger v. State Department of Corrections*, 134 Wn.2d 437, 951 P.2d 782 (1998) and *Christensen v. Grant County Hospital District No. 1*, 152 Wn.2d 299, 96 P.3d 957 (2004), and with Division I's own decision in *Lemond v. State, Department of Licensing*, 143 Wn. App. 797, 180 P.3d 829 (2008). But in the petition's body, those cases are almost forgotten. *See* Pet. at 12-28. The petition hardly mentions them, and it does not articulate any conflict between those cases' legal principles and Division I's opinion. The petition's gripe is entirely about the conclusions

that Division I reached after applying well-trodden principles to this case's particular circumstances. That does not make a Supreme Court case. Another decision unmentioned in the petition, *Sanwick v. Puget Sound Title Ins. Co.*, 70 Wn.2d 438, 423 P.2d 624 (1967), confirms the lack of a reviewable conflict under RAP 13.4(b)(1).

(a) Division I Applied Undisputed Principles of Collateral Estoppel

While the parties disagreed on the legal principles that controlled other issues in the case, such as the nature of the escrow agent's tort duty to the Ebbelers, the parties agreed on the contours of collateral estoppel. Division I's opinion reflected and applied these same principles.

Collateral estoppel, or issue preclusion, comprises four elements. There must be (1) identical issues; (2) a final judgment on the merits; (3) the party against whom estoppel is to be applied must have been a party in the prior adjudication; and (4) applying the doctrine must not work an injustice. *E.g.*, *Malland v. Dep't of Retirement Sys.*, 103 Wn.2d 484, 489, 694 P.2d 16 (1985);

Sprague v. Spokane Valley Fire Dep't, 189 Wn.2d 858, 899, 409 P.3d 160 (2018). The party who asks the court to apply collateral estoppel bears the burden of establishing these elements. *E.g.*, *Gosney v. Fireman's Fund Ins. Co.*, 3 Wn. App. 2d 828, 876, 419 P.3d 447, *review denied*, 191 Wn.2d 1017 (2018).

These same principles appear in the petitioners' briefing in the Court of Appeals. *See* Br. of Respondents at 20-21. The petition restates them. Pet. at 12-14. Division I employed this same four-part framework too. Op. at 8. Given the apparent unanimity about the law of collateral estoppel, this case presents no conflict warranting review. *See* RAP 13.4(b)(1)-(2).

(b) Division I's Opinion Was Consistent with *Lemond*

While the petitioners feature *Lemond*, 143 Wn. App. 797, Pet. at 2, their attempt to manufacture a conflict with it falls flat. To begin with, the petitioners did not mention *Lemond* in their briefing below. *See* Br. of Respondent at 1-47. And Division I's opinion cited *Lemond* only for general, non-controversial principles. Op. at 8, 10. In other words, *Lemond* floated in the

background, but no one thought that *Lemond* mattered much, and Division I did not suggest that *Lemond* was wrongly decided or that Division I was distinguishing it here. Op. at 8, 10. This case does not present one of the "divisional conflicts" that arise when one panel refuses to follow an earlier panel's decision. *In re Arnold*, 189 Wn.2d 1023, 408 P.3d 1091 (2017).

Instead, Division I simply tried to apply the general principles restated in *Lemond*. As the panel noted, quoting *Lemond*, "[t]e first requirement to apply issue preclusion—identicality—limits issue preclusion to 'situations where the issue presented in the second proceeding is *identical in all respects* to an issue decided in the prior proceeding, and where the controlling facts and applicable legal rules remain unchanged.'" Op. at 8 (quoting *Lemond*, 143 Wn. App. at 805). With that principle in mind, the court then identified the issues in *Ebbeler I* and *Ebbeler II* and decided they differed. Op. at 9-10.

Perhaps the petitioners mean to say there is a conflict with

Lemond because Division I analyzed whether the *claims*, rather than the *issues*, were different. But even that were true, Division I's opinion would be only erroneous, not in conflict with *Lemond*. Division I's opinion never questioned that collateral estoppel means issue preclusion rather than claim preclusion. *See* Op. at 8-10.

But in any event, Division I correctly distilled the *issues*, not the *claims*, in its opinion. Op. at 9-10. Division I recognized that the appeal centered on "the causation *issue*" in each case. Op. at 9 (emphasis added). "The sole *issue* in *Ebbeler I*," concluded Division I, "was whether the Ebbelers or the Estate breached their duties under the REPSA, and the trial court concluded—in the context of that dispute—the Ebbelers breached." *Id.* (emphasis added). "In contrast," Division I explained, "the *issues* raised in *Ebbeler II* concern whether the Escrow Defendants' breach of their separate contractual and tort duties *caused the Ebbelers to breach the REPSA* and, as a result, forfeit their earnest money and lose the opportunity to purchase

the home." *Id.* (emphasis added). As Division I recognized, the petitioners were not parties to *Ebbeler I.* Op. at 12. Their responsibility for what happened also "was not material to the outcome of that litigation," because *Ebbeler I* turned on the contractual obligations of the Ebbelers and the seller to each other. *Id.* This issue-based analysis was a correct application of collateral estoppel principles.

While the petitioners disagree with Division I's conclusions, that's not a conflict with *Lemond*. And those conclusions about what were the "issues" in *Ebbeler I* and *Ebbeler II* do not amount to a Supreme Court case. As one-time determinations about these case's unique circumstances, they have no bearing on Washington law more broadly.

But make no mistake, Division I was correct. The petitioners cast the "issue" in broad, general terms, as if the trial court in *Ebbeler I* was in an open-ended search for the cause of the transaction's failure. But as the panel realized, this Court has instructed the lower courts to tailor their collateral estoppel

analysis to each case's context. *See McDaniels v. Carlson*, 108 Wn.2d 299, 305, 738 P.2d 254 (1987) (explaining that collateral estoppel does not apply when "an issue arises in two entirely different contexts"). Following this directive, Division I examined the context of the causation finding in *Ebbeler I* and realized it did not resolve why the Ebbelers were unable to timely fund the transaction. Op. at 8-10.

Division I also recognized that "the issue must have been 'actually litigated and necessarily determined' in that proceeding" for collateral estoppel to apply to the second proceeding. Op. at 8 (quoting *Scholz v. Wash. State Patrol*, 3 Wn. App. 2d 584, 595, 416 P.3d 1261 (2018)). WFG's and Leggett's responsibility were not litigated, and the petitioners never cite the record where it was. *See* Pet. at 1-29.

The petitioners' disagreement with the Court of Appeals opinion does not justify Supreme Court review. RAP 13.4(b)(2).

(c) Division I's Opinion Was Consistent with *Christensen* and *Reninger*

The "conflict," RAP 13.4(b)(1), that the petitioners

perceive between Division I's decision and *Christensen* and *Reninger* is not clear. Perhaps the petitioners mean that Division I wrongly concluded that it would be unjust to apply collateral estoppel in this case. Op. at 10-14.

The petitioners' argument rests on a faulty premise. According to them, "the Ebbelers made a strategic decision to not identify the Escrow Defendants as defendants in *Ebbeler I*, and should be required to live with such a decision." Pet. at 25. But that is wrong. This Court has recognized for decades that "collateral estoppel precludes only those issues that have actually been litigated and determined; it 'does not operate as a bar to matters which could have ... been raised [in prior litigation] but were not.'" *McDaniels*, 108 Wn.2d at 305 (quoting *Davis v. Nielson*, 9 Wn. App. 864, 874, 515 P.2d 995 (1973)). So the petitioners cannot argue about the issues that the Ebbelers could have joined in *Ebbeler I* but were not actually litigated.

Indeed, it would be unjust to punish the Ebbelers for taking a careful approach to litigation. Rather than bringing all

conceivable claims against all conceivable parties, the Ebbelers targeted their claims at the seller. As Division I realized, op. at 14, the Ebbelers pursued the exact litigation strategy that this Court endorsed in *Sanwick*, 70 Wn.2d at 444 (approving real estate buyer's separate lawsuits against seller and escrow agency). The Civil Rules also permitted the Ebbelers to pursue their separate claims against separate parties in separate suits. *See* CR 20(a) (permissive joinder). Neither the Estate nor the petitioners ever asserted that the petitioners were necessary parties in *Ebbeler I*. *See* CR 19(a) (mandatory joinder of necessary parties). In fact, the petitioners conceded at oral argument in the Court of Appeals that joinder was not mandatory. Op. at 14. And the Estate did not allege in *Ebbeler I* that WFG/Leggett were at-fault nonparties. *See* CR 12(i). Simply put, the petitioners did not have to be named in *Ebbeler I*. Applying collateral estoppel here would thus undercut the procedures contemplated in *Sanwick* and the Civil Rules.

Not only that, but also it would encourage litigation.

Plaintiffs would have incentives to employ scattershot litigation, naming every conceivable defendant and alleging every possible claim, lest a factual finding on an issue that is only tangentially related to an issue in a separate claim result in a binding outcome. Plaintiffs like the Ebbelers should be rewarded, not punished, for taking a cautious, step-by-step approach to civil litigation.

Because WFG/Leggett failed to correct the loan documents and failed to timely select the right deed, they caused the transaction to fail. And again, Leggett herself admitted that the Ebbelers personally could not have done anything differently to make the transaction succeed. CP 975. In these circumstances, it would be unjust to allow the petitioners to benefit from their own missteps to preclude civil liability that otherwise would attach. Washington has recognized for decades that "'an agent whose negligent acts or omissions in the performances of the duties entrusted to him renders his principal liable in damages, is also liable for his own negligence.'" *R.N. v. Kiwanis Int'l*, 19 Wn. App. 2d 389, 406, 496 P.3d 748, 758 (2021), *review denied*, 199

Wn.2d 1002, 504 P.3d 825 (2022) (quoting *Russell v. City of Grandview*, 39 Wn.2d 551, 556, 236 P.2d 1061 (1951)). When an agent's mistake makes a principal liable, the principal has a right of contribution against the agent. *Kirk v. Moe*, 114 Wn.2d 550, 556, 789 P.2d 84 (1990).

WFG/Leggett's invocation of collateral estoppel runs contrary to these core principles, taking a basic right from the Ebbelers that other people in Washington who hire professional agents have. If the professional that they hired made them responsible for the transaction's failure, they should have a remedy from the at-fault professional. Division I agreed that "[a]pplying issue preclusion here would work an injustice against the Ebbelers because it would deprive them of their opportunity to obtain relief against [the petitioners]." Op. at 10-14. That case-specific judgment does not create a conflict with any of this Court's precedents. RAP 13.4(b)(1).

(3) The Petitioners Should Be Liable for the Ebbelers' Attorney Fees for Answering the Petition if They Prevail on Remand

"In Washington, attorney fees may be awarded only when authorized by a private agreement, a statute, or a recognized ground of equity." *Labriola v. Pollard Grp., Inc.*, 152 Wn.2d 828, 839, 100 P.3d 791 (2004) (citing *Fisher Properties, Inc., v. Arden–Mayfair, Inc.*, 106 Wn.2d 826, 849–50, 726 P.2d 8 (1986)). Based on the parties' contract here, the trial court awarded attorney fees to WFG and entered a judgment on the award against the Ebbelers. CP 1148-51, 1175-77. The contract provided that "[t]he parties jointly and severally agree to pay the closing agent's costs, expenses and reasonable attorney's fees incurred in any lawsuit arising out of or in connection with the transaction or these instructions, whether such lawsuit is instituted by the closing agent, the parties, or any other person." CP 445. WFG invoked this provision on appeal, too, asking for attorney fees under RAP 18.1(a). Br. of Resp't at 46. The Ebbelers objected to the trial court's fee award and to the WFG's

request on appeal, arguing that the fee provision was unenforceable in this kind of dispute. Br. of Appellants at 63-65; Reply Br. of Appellants at 34; *Bishop v. Jefferson Title Co., Inc.*, 107 Wn. App. 833, 852, 28 P.3d 802 (2001), *review denied*, 145 Wn.2d 1025 (2002). The Court of Appeals—correctly—vacated the trial court's award and denied WFG's request, reasoning neither party had yet prevailed. Op. at 15.

The Ebbelers ask this Court to direct the trial court to award their attorney fees for answering the petition if the Ebbelers ultimately prevail on remand. RAP 18.1(i)-(j); *Inland Empire Dry Wall Supply Co. v. W. Sur. Co. (Bond No. 58717161)*, 189 Wn.2d 840, 857, 408 P.3d 691, 699 (2018); *Wash. Fed. v. Gentry*, 179 Wn. App. 470, 496, 319 P.3d 823 (2014). Insofar as the trial court awarded fees to WFG under the escrow agreement, the Ebbelers are entitled to fees at trial and on appeal when they prevail. That is because the contractual fee provision must apply bilaterally, even if a court determines that the underlying contract is not enforceable in the parties' dispute.

RCW 4.84.330; *Labriola*, 152 Wn.2d at 839 (holding that the prevailing party was "entitled to an award of attorney fees under RCW 4.84.330, regardless of whether the contract is invalidated in whole or in part"). In other words, when WFG/Leggett would get the benefit of the fee provision if they were right, the Ebbelers should, too, under the mutuality principle of RCW 4.84.330.

D. CONCLUSION

This case was important to the Ebbelers and to the petitioners. The Ebbelers are grateful they had an appeal as of right to correct the trial court's error. But Division I's opinion was nothing more than error correction. The panel applied well-worn principles of issue preclusion, and petitioners present no conflict with anything other than their own view of this case's circumstances. They fail to meet any of the RAP 13.4(b) criteria for review. Review should be denied.

This document contains 4,123 words, excluding the parts of the document exempted from the word count by RAP 18.17.

DATED this 24th day of May 2024.

Respectfully submitted,

/s/ Philip A. Talmadge
Philip A. Talmadge
WSBA #6973
Gary W. Manca
WSBA #42798
Talmadge/Fitzpatrick
2775 Harbor Avenue SW
Third Floor, Suite C
Seattle, WA 98126
(206) 574-6661

Gregory W. Albert
WSBA #42673
Jonah L. Ohm Campbell
WSBA #55701
Albert Law PLLC
3131 Western Avenue
Suite 410
Seattle, WA 98121
(206) 576-8044

Attorneys for Appellants

DECLARATION OF SERVICE

On said day below I electronically served a true and accurate copy of the ***Answer to Petition for Review*** in Supreme Court Cause No. 102998-5 to the following:

Hunter M. Abell, WSBA #37223
Joshua H. Tinajero, WSBA #55949
Williams, Kastner & Gibbs PLLC
601 Union Street, Suite 4100
Seattle, WA 98101

Gregory W. Albert, WSBA 42673
Jonah L. Ohm Campbell, WSBA 55701
Albert Law PLLC
3131 Western Avenue, Suite 410
Seattle, WA 98121

Original electronically delivered by appellate portal to:
Supreme Court
Clerk's Office

I declare under penalty of perjury under the laws of the State of Washington and the United States that the foregoing is true and correct.

DATED: May 24, 2024, at Seattle, Washington.

/s/ Matt J. Albers
Matt J. Albers, Paralegal
Talmadge/Fitzpatrick

TALMADGE/FITZPATRICK

May 24, 2024 - 11:12 AM

Transmittal Information

Filed with Court:	Supreme Court
Appellate Court Case Number:	102,998-5
Appellate Court Case Title:	Jonathan Wesley Ebbeler. et ux. v. WFG National Title Company of WA, et al.

The following documents have been uploaded:

- 1029985_Answer_Reply_20240524111153SC046871_6988.pdf
  This File Contains:
  Answer/Reply - Answer to Petition for Review
  The Original File Name was Answer to Petition for Review.pdf

A copy of the uploaded files will be sent to:

- brad@tal-fitzlaw.com
- cmacrae@williamskastner.com
- gary@tal-fitzlaw.com
- greg@albertlawpllc.com
- habell@williamskastner.com
- jonah@kirkdavislaw.com
- jtinajero@cairncross.com
- matt@tal-fitzlaw.com
- ohmcamj24@gmail.com
- rnelson@williamskastner.com

Comments:

Answer to Petition for Review

Sender Name: Matt Albers - Email: matt@tal-fitzlaw.com
Filing on Behalf of: Philip Albert Talmadge - Email: phil@tal-fitzlaw.com (Alternate Email: matt@tal-fitzlaw.com)

Address:
2775 Harbor Avenue SW
Third Floor Ste C
Seattle, WA, 98126
Phone: (206) 574-6661

Note: The Filing Id is 20240524111153SC046871