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Case No. 1041209

IN THE SUPREME COURT OF THE
STATE OF WASHINGTON

Court of Appeals Division I, Case No. 858378

NEVIN and YAVUZ DRAMAN,

Appellants.

v.

LEGACY CONSTRUCTION GROUP, LLC,

Respondent.

RESPONDENT'S ANSWER TO PETITION FOR
REVIEW

LINVILLE LAW FIRM, PLLC
Christian J. Linville, WSBA #33545
Attorney for Respondent, Legacy Construction Group, LLC
4025 Delridge Way SW, Ste 540
Seattle, WA 98106
206-515-0642
clinville@linvillelawfirm.com

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	STATEMENT OF THE CASE.....	1
III.	ARGUMENT	9
	A. The Dramans do not meet the criteria necessary for review to be accepted by the Supreme Court.....	9
	B. Response to Error 1: The Draman's petition for review does not satisfy RAP 13.4(b)(1).....	9
	C. The Draman's petition for review does not satisfy RAP 13.4(b)(2).....	12
	D. Response to Error 2: The Draman's petition for review does not satisfy RAP 13.4(b)(4).....	13
	E. Response to Error 3: The Draman's petition for review does not satisfy RAP 13.4(b)(3).....	15
IV.	CONCLUSION.....	17

TABLE OF AUTHORITIES

Washington Cases

<i>Dobson v. Archibald</i> , 1 Wn.3d 102, 523 P.3d 1190 (2023).....	9, 10
<i>Feyen v. Spokane Teachers Credit Union</i> , 23 Wn. App. 2d 264, 515 P.3d 996 (2022).....	12

Court Rules

RAP 13.4(b).....	9-13, 15, 18
RAP 18.17.....	18

Statutes

RCW 18.27.050.....	16
RCW 18.27.080.....	10, 11
RCW 18.27.114.....	11, 13
RCW 19.27.095.....	13, 14

Court Rules

RAP 10.3(g).....	8
RAP 18.1.....	60
RAP 18.17.....	61

I. INTRODUCTION

The Draman's Petition for Review should be denied because Division I's opinion in this case does not conflict with any decision by the Supreme Court or by any Court of Appeals in this state. Further, the Draman's petition does not raise any significant question of law or involve any issues of substantial public interest.

II. STATEMENT OF THE CASE

In 2018, Yavuz Draman bought a residential property ("Property") in Bellevue, Washington for the purpose of remodeling it into an 8-bedroom / 9-bathroom Adult Family Home ("AFH") to be operated by his wife, Nevin Draman, through her limited liability company, Mindful Senior Care, LLC ("MSC"). CP 225.

Yavuz bought the Property and Nevin set up the AFH business because they wanted Nevin to qualify for an E-2 entrepreneur visa, and that would allow the whole Draman

family to stay in the U.S. for as long as their business was operational, earn a living for their family, and put their daughter into public schools. CP 32-33.

The Property had features that made it particularly amenable for an AFH, such as the fact that it was one-story, had an attached garage that could be converted into additional bedrooms and bathrooms, and it had a crawlspace which would make it relatively easy and safe to build half-bathrooms in every resident's room. CP 33.

This project stands as a testament to Legacy's incredible patience, diligence, and most of all, perseverance in finishing its work properly in the face of extreme adversity. No other contractor would have ever put up with the bizarrely hostile conditions created by Nevin on this project - and succeeded in finishing its work! It wasn't just a miracle. It came at a steep price for Legacy's workers who suffered and endured Nevin's intense mental and physical abuse on a near daily basis in order to get their work across the finish line. CP 229-235; 238-240.

The drama started right off the bat with the very first item of work that Legacy did on this project, which was to break up the concrete slab in the attached garage. CP 227-229. The plan was to dig a few feet under the old slab to create a crawlspace and construct a suspended wood framed floor system to match the rest of the house, which has a crawlspace under it. CP 228-229. However, as soon as Legacy broke up the concrete slab and started digging, it became evident that the footings supporting the walls were too shallow in some areas. CP 229. Digging out the area, as planned, would undermine them. *Id.*

The shallow footings came as a surprise because Legacy had dug a test hole prior to breaking the slab to measure the depth of the footings and the measurement revealed the depth of the footing to be adequate.¹ Ex 212. Nevin was physically present when Legacy dug the hole and made the measurement. It turned out that the footing varied in depth and there were

¹ See Ex 212, p 1, Email from Nevin at the top of the page dated February 10, 2019, second sentence.

shallower parts. *Id.* Even Nevin was surprised by this.² *Id.*

The cost to construct new foundation footings was not feasible, so a new design was needed for the floor system in that area.

Id.

Faced with this unforeseen situation, a reasonable homeowner would accept reality and the fact that an adverse, pre-existing condition had been encountered and recognize that a solution was needed. Not Nevin. She went off the rails and accused Legacy of improperly trying to deviate from the plans. CP 229-230. She scolded Mr. Contreras telling him the problem was with his attitude, not the home. *Id.* Legacy became the target of her wrath. Nevin's unhinged behavior towards Legacy here was totally uncalled for, yet it was just a harbinger of what was to come.

Despite Nevin's misplaced vitriol towards Legacy, Legacy ran around and did all the necessary legwork to obtain an engineer-approved solution for the new floor in the garage

² See Ex 212, p 5, Emails between Nevin and her engineer at the bottom.

area. CP 230. Ex 213. Legacy charged not a penny for its efforts. On top of this, Legacy agreed to construct the new floor system (according to the design set forth in Ex 213) free of charge, i.e., without any additional compensation, even though the new solution was more expensive and time-consuming to build than the original design. CP 230.

Instead of gratitude, Nevin only got progressively angrier at Legacy. CP 230-235.

Throughout the time Legacy worked on this project, the Dramans lived in a tiny portion of the house. CP 231. Nevin was constantly in Legacy's work areas criticizing Legacy's work without a good faith basis to do so. CP 231-233. Each time Nevin accused Legacy of something, Legacy had to stop its work and try to work out a solution to meet her demands. CP 232. Nevin's micromanagement of Legacy's work delayed progress and that just infuriating Nevin all the more to the point that her actions made it impossible for Legacy to perform its work pursuant to the timelines set forth in the contracts. *Id.*

Her treatment of Mr. Contreras was beyond impolite or rude. It was crude and inhumane. CP 230-235.

The motivation behind Nevin's bad faith interference in Legacy's work was her desire to avoid full payment to Legacy, recoup costs that she owed, or obtain uncompensated work. CP 233. Nevin's pervasive pattern of interference, harassment, manipulation, and traumatization of the workers on the project was designed to gaslight and intimidate Mr. Contreras into giving up Legacy's profits on the project. CP 232-233.

On May 9, 2019, Nevin flew into a rage, grabbed Mr. Contreras by the neck collar of his shirt, screamed that she was going to kill him, and savagely attacking a brand-new door that Legacy had just installed with the metal scraper. RP 255-263. CP 233. Ex 46. Nevin swung the scraper so hard that it penetrated the door in several locations. *Id.* Mr. Contreras and his workers fled the scene in fear of their lives and called the police. *Id.*

A few weeks later, Legacy agreed to return to finish its work. CP 233-234. Unfortunately for Legacy, Nevin's treatment of Legacy's workers only became more and more outrageous. CP 234. Her communications to Mr. Contreras and his workers were so far beyond inappropriate that they almost seem unbelievable. CP 232-235. They caused Legacy's workers to change their phone numbers and forced Mr. Contreras to seek psychological help from a professional. CP 235.

Despite all of this, Legacy kept pushing onwards towards completion. By the end of July 2019, Legacy had finally finished all of its work. CP 236. As Legacy awaited receipt of the final permit approval, the main sewer line clogged up. CP 236-237. Even though Legacy's scope of work did not include work on the main sewer line, Mr. Contreras and his plumber responded to Nevin's request for help and diagnosed the problem, which was a portion of collapsed main sewer line outside of the house. *Id.* Legacy didn't stop there. Legacy and

its plumber came up with a solution that involved rerouting the sewer line so that it bypassed the crushed section of pipe. CP 237. The solution required Legacy to reroute all of the sewer lines inside the house so that they exited out of a new location of the house. *Id.* This extra work was clearly not anticipated or included in the original contract price. Nonetheless, Legacy did it in good faith *and free of charge* with the hope that Nevin would simply make her final payment to Legacy under the contract. *Id.*

As they say, “no good deed goes unpunished.” After Legacy finished all of the extra plumbing work and obtained the final inspections and permit approvals, after the many months of dealing with Nevin’s septic behavior, at the end of the day, the Dramans refused to pay Legacy’s final bill of approximately \$37,000. CP 238.

Consequently, Legacy recorded a mechanic’s lien against the Property and subsequently filed this lawsuit alleging breach of contract and foreclosure of its lien. CP 24-28.

III. ARGUMENT

A. The Dramans do not meet the criteria necessary for review to be accepted by the Supreme Court.

The Supreme Court only accepts petitions for review that involve a type of case that qualifies under at least one of the four categories set forth in RAP 13.4(b). The Draman's petition for review does fall under any of the four categories and therefore it should be rejected.

B. Response to Error 1: The Draman's petition for review does not satisfy RAP 13.4(b)(1).

The Draman's petition should be rejected because it fails to specifically address how Division I's opinion conflicts with any decision by the Supreme Court. The Dramans make a single, very brief assertion in their petition that both the Trial Court's decision and the Court of Appeals' decision "conflict" with the Supreme Court's decision in *Dobson v. Archibald*, 1

Wn.3d 102, 523 P.3d 1190 (2023).³ However, the Draman's reference to *Dobson* is only made to support a brand new argument that the Dramans assert for the very first time in their petition for review, i.e., that Legacy violated RCW 18.27.080 by failing to properly register as a contractor - and therefore Legacy's case should have been dismissed under RCW 18.27.080.

Legacy's construction license was never at issue in this case (or even on appeal). The owner of Legacy testified that Legacy was a registered contractor. RP 168. Legacy's License Number was listed on both of the construction contracts that the Dramans prepared (Ex 209 and Ex 210) as well as Legacy's invoices for its work (Ex 220 and Ex 221). The Dramans did not even attempt to offer any evidence that would remotely suggest that Legacy was unlicensed or in violation of RCW 18.27.080 at the time when it performed the work. There was substantial, if not overwhelming, evidence to support the trial

³ Petition for Review, Pages 7 and 14.

court's finding that Legacy was a licensed general contractor and did not violate RCW 18.27.080. CP 225.

The Dramans argue that their petition should be accepted under RAP 13.4(b)(1) because Legacy allegedly failed to provide a Notice to Customer Statement per RCW 18.27.114. This is a brand-new argument/defense that the Dramans did not raise at trial or at the Court of Appeals and therefore it is too late for them to raise it in their petition for review.

Even if the Dramans had timely asserted this argument at trial and if the argument had been addressed by the Court of Appeals, it would have surely been rejected because Legacy was not required to give this notice. Per RCW 18.27.114(1)(b), contractors are not required to give the notice on commercial projects where the contract price exceeds \$60,000. The subject project was a commercial project because it involved Legacy's construction of a new business premises for Mindful Senior Care, which is a for-profit, limited liability company. The contract price greatly exceeded \$60,000. CP 228.

C. The Draman's petition for review does not satisfy RAP 13.4(b)(2).

The Dramans appear to concede that their petition does not fit into the second category of cases the Supreme Court is permitted to accept under RAP 13.4(b) because the Dramans do not contend Division I's decision in this case conflicts with some other appellate court decision. The Dramans do not reference any other Court of Appeals case in their petition, other than to generally reference the case of *Feyen v. Spokane Teachers Credit Union*, 23 Wn. App. 2d 264, 276-77, 515 P.3d 996 (2022) for the implied duty of good faith and fair dealing. The trial court cited the *Feyen* case in its decision and concluded that the Dramans breached the implied duty, not Legacy. (CP 238, 239). The Dramans do not attempt to explain in their petition how the trial court or Court of Appeals misapplied the doctrine, as set forth in *Feyen*.

D. Response to Error 2: The Draman's petition for review does not satisfy RAP 13.4(b)(4).

The Draman's petition does not fit into the fourth category of cases the Supreme Court may accept for review under RAP 13.4(b) because it does not involve an issue of substantial public interest. Only the Draman's own, selfish, monetary interests relating to a private construction agreement are at stake in this case (and on appeal).

The Dramans urge this Court to accept their petition under RAP 13.4(b)(4) on the grounds that Legacy was allegedly unregistered and failed to give the RCW 18.27.114 notice. Both of these arguments were already addressed above. The Dramans also assert that Legacy "failed to issue permits" for the project in violation of RCW 19.27.095.

Pursuant to RCW 19.27.095, permit applicants must identify the prime contractor for the project. The Dramans applied for and obtained the building permit for the subject project on their own *before* they hired Legacy. Ex 205, 206,

209, 210. Consequently, the Dramans did not identify Legacy as the general contractor in the application and instead listed Yavuz as "Owner/Contractor". (Ex 205). Yavuz acknowledged that he was going to be acting as the general contractor for the project (Ex 206). The Draman's application met the requirements of RCW 19.27.095 and so the City issued the permit. During the project, Legacy submitted all of the necessary permits for electrical, plumbing, and mechanical (Ex 8-11, 13-14, 245-249) and received all inspection approvals from the City. CP 236. The City was certainly aware that Legacy was the general contractor on this project. Mr. Contreras testified that the City did not require the permit application to be amended to identify "Legacy" as the general contractor. RP 351-353.

The Dramans' argument in their petition for review, that Legacy should have canceled the original permit that was issued to Yavuz and applied for an entirely new permit under

Legay's name is completely unsupported by Washington law, the record, or logic.

Since the Draman's petition only pertains to the Draman's self-serving interests, i.e., to avoid paying their contractor (Legacy), the Supreme Court should not accept it for review under RAP 13.4(b)(4).

E. Response to Error 3: The Draman's petition for review does not satisfy RAP 13.4(b)(3).

Lastly, the Dramans' petition for review does not fit into the third category of cases that can be accepted for review under RAP 13.4(b) because it does not raise a significant question of law under the Constitution of the State of Washington or the United States.

Instead, the petition criticizes, without merit or support, findings and conclusions made by the trial court, and includes brand new claims and theories that the Dramans never

expressed at trial or at the Court of Appeals. The petition is devoid of any serious debate about any state or Federal law.

Nonetheless, the Dramans accuse the Court of Appeals and Trial Court of “failing to consider and obey” multiple statutes within the Contractors Registration Act (RCW 18.27). However, the only statute within the CRA that the Dramans mentioned in their brief on appeal was RCW 18.27.050. The Dramans failed to argue that any other CRA statutes were relevant or applicable. It is now too late for them to raise these arguments in their petition for review.

The Dramans argue (for the first time in their petition for review) that Mr. Contreras should have personally been found to have acted as an unregistered contractor, but the Dramans never made this argument at trial or at the Court of Appeals. Mr. Contreras is not a party to this action. The Dramans offered no evidence to support a finding that Mr. Contreras performed work on their project in his personal, rather than corporate, capacity. It is clear from the contracts (Ex 209, 210)

and all of the other records relating to this construction project, that Mr. Contreras' acts were all done on behalf of his company, Legacy, which was at all times a registered contractor. CP 225.

The Dramans make a lot of allegations that Legacy did not properly navigate the permit process but, stepping back and looking at the big picture, all of the necessary permits were obtained for this construction project, the City passed all of the inspections, and the City ultimately signed off on all of Legacy's work. The Dramans do not argue otherwise or present any evidence of a specific permit that was missed or failed to pass inspection. All of the Dramans' strained criticisms relating to permits are hypothetical, abstract, and, even if true, did not result in any tangible harm to the Dramans.

IV. CONCLUSION

The Court of Appeals properly affirmed the Trial Court's findings and conclusions in this case. The Draman's petition

for review should be denied because it does not fall into any of the four categories of cases acceptable for review under RAP 13.4(b).

I certify that this document contains 2,927 words, in compliance with the word limits set forth in RAP 18.17.

RESPECTFULLY SUBMITTED this 19th day of June 2025.

LINVILLE LAW FIRM PLLC

/s/ Christian Linville

Christian J. Linville, WSBA No. 33545
Attorney for Respondent

CERTIFICATE OF SERVICE

I certify that I sent a copy of the foregoing to Appellants, on the date below by way of e-service.

Dated this 19th day of June 2025 at Seattle, Washington.

/s/ Christian Linville

Christian J. Linville

LINVILLE LAW FIRM PLLC

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