WASHINGTON COURT OF APPEALS
DIVISION II

GLEN L. WALKER, Defendant and Appellant
v.
KEVIN BREMER, Personal Representative,
Estate of William P. Bremer, Plaintiff and Respondent
No. 44350-3-II

APPELLANT'S BRIEF ON APPEAL

July 25, 2013
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2. In denying the motion of Appellant Walker for a replacement judge after his Affidavit (Declaration) of Prejudice against Judge Russell Hickman.
3. In granting Respondent Bremer's Motion to Dismiss Walker's Complaint to Vacate Forfeiture and for Damages and awarding attorney fees to Bremer.

ISSUES RELATED TO ASSIGNMENTS OF ERROR

1. Does hand-to-hand service of copies of the summons and complaint to a proprietor or agent of the defendant's usual mailing address in compliance with RCW 4.28.080(16) confer

the court with in personam jurisdiction over the defendant?

2. Does the mailing of a copy of the summons to the defendant's usual mailing address after personal service to the proprietor and agent of the defendant's usual mailing address under RCW 4.28.080(16) serve any purpose but to provide notice to the defendant?

3. Where a defendant who is a personal representative A) designates the address of his attorney's law firm as the place for presentation of claims against the estate, B) are the attorneys then the agents and proprietors of the defendant's usual mailing address C) for purposes of RCW 4.28.080(16)?

4. May a real estate vendor seeking to evict a holdover purchaser after filing a Declaration of Forfeiture under the Real Estate Contract Forfeiture Act, RCW 61.30.010, et seq., use the unlawful detainer provisions of the landlord/tenant act without evidence of compliance with one of the seven conditions precedent in RCW 56.12.030?

5. Must a vendor seeking forfeiture of a real estate contract

under Real Estate Contract Forfeiture Act, RCW 61.30, et seq., materially comply with the Act by service upon the purchasers of the "required notices" at their proper addresses?

6. Does a judge's later, oral only, concurrence with another judge's final order which denied consolidation of two cases docketed before these judges constitute a discretionary ruling by the concurring judge?

7. Are attorney fees awarded to an opposing party required to be based upon findings of fact and conclusions of law as well as reasonableness?

8. Where a real estate contract provides for costs and attorney fees to the prevailing party related to the contract, does such a provision also include cost and fees on appeal?

9. Where there are no disputed facts, are the issues on appeal to be decided de novo?

STATEMENT OF THE CASE

Glen L. Walker ("Walker" and Scott and Elizabeth Hawton, husband and wife ("Hawton") signed a real estate contact ("REK") with Mr. William Bremer ("Bremer") to buy his commercial building on October 23, 2009. [CP-B 8][1] They planned to start and operate an automotive transmission and repair shop in the building [CP-A 26, under "Miscellaneous"] doing business as Sumner Transmission & Auto Repair LLC or "STAR LLC".

The LLC had no operating agreement and no lease or rental agreement with Walker and the Hawtons as to the joint real estate purchase. Walker and Hawton never reached any agreement other than for Hawton to make the REK payments from the shop's income. [CP-B 103-121] Mr. Hawton began repairing cars after Mr. Walker completed remodeling of the shop building and undertook an out of state family obligation and work.

When Mr. Walker became available to work at STAR LLC, he and Mr. Hawton had disagreements, resulting in a lawsuit filed by Walker against the Hawtons for damages and against Bremer, seeking partition of the real estate in September of 2011 after negotiations failed for one of the two

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[1] Walker's Motion to Consolidate was granted after clerk's papers for the two appeals were designed and prepared. To avoid confusion, Appellant has designated the Clerk's Papers for Cause No.12-2-13349-6 as "CP-A" and for Cause 12-2-15451-7 as "CP-B".

men to buy the other's interest in the property and business. [CP-B 103-121; PCSC Cause 2-11-13449-6]

On June 11, 2012, Bremer served and filed a Notice of Intent to Default the REK [CP-A 32] shortly before he passed away from an extended illness. His son, Kevin, was appointed personal representative of the estate ("Bremer Estate") in July of 2012 with Acebedo & Johnson LLC acting as his attorneys. [CP-A 1]

The Hawtons sought protection in a Chapter 7 bankruptcy in mid-July [CP-A 38] and by operation of law, their interests in the real estate and the business became legally owned by the Chapter 7 trustee, leaving Walker to resuscitate the business.

ince the required payments on the REK remained in arrears, the Bremer Estate filed and served a Declaration of Forfeiture of the REK on October 11, 2012 on Mr. Walker at the Hawtons' residence address, according to the REK[2] [CP-A:8, 49] but offered no proof of service on the Hawtons' bankruptcy trustee [CP-A 27 & 72], allowing Walker only ten days to remove the personal property of the business [CP-A 3, ¶2.7] while he was attempting to service its existing customers.

Walker was unable to comply and remained on the

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[2] Although the Bremer Estate's proof of service alleged it was by certified mail, no receipt for certified service on Walker appears in the Superior Court record.

property and on October 24, 2012, Bremer filed a Summons and Complaint for Unlawful Detainer [CP-A 1; PCSC12-2-14006-1] and served it upon Mr. Walker, who answered [CP-A 53-56] claiming, inter alia, that the court did not have subject matter jurisdiction over him under the provisions of the unlawful detainer provisions of the Washington Landlord Tenant Act in that he was a tenant at will and not a proper unlawful detainer defendant. The Superior Court disagreed and Walker vacated the property, after unsuccessful opposition to Bremer's Motion for Order to Show Cause was granted by Commissioner Gelman, who entered a Writ of Restitution that found Walker guilty of "unlawful entry pursuant to RCW 59.12.010". [CP-A 89] Walker's Motion for Revision of the Commissioner's ruling was denied on November 30, 2012. [CP-A 157-158] Walker's timely Notice of Appeal followed on December 31, 2012. [CP-A 276]

On December 7, 2012, Walker filed a Summons and Complaint to Vacate Forfeiture and for Damages [CP-B 1; PCSC 12-2-15451-7] and began service attempts on Mr. Kevin Bremer [CP-B 52-60; CP-B 61-62] as personal representative of the original vendor, William Bremer.

Walker believed that there were substantial misrepresentations made by Mr. William Bremer regarding the property which induced him to enter into the REK and then there were material failures by Mr. Kevin Bremer to comply with the Real Estate Contract Forfeiture Act. Walker

particularly sought to rescind the real estate contract for misrepresentations about underground petroleum storage tanks on the property. [CP-B 1-9]

Because Walker had learned that personal representative Bremer was out of town until after the period of limitations would have passed for service of the Summons and Complaint to Vacate Forfeiture and for Damages, he continued with attempts at personal service on Bremer and began substitute personal service under RCW 4.28.080(16). [CP-B 52-60; 61-62]

Walker attempted personal service of Bremer with numerous attempts to find his location and by use of process servers in his continuing attempts to serve Bremer, in person, even after he served Mr. Acebedo under R.C.W. 4.28.080(16) as Bremer's agent and proprietor of Bremer's usual mailing address as designated by the probate Notice to Creditors, and by mailing to Mr. Bremer, "first class postage prepaid", copies of the summons and complaint at his residence and to his second usual mailing address, Mr. Acebedo's office.

Walker's Response to Bremer's Motion to Dismiss consisted of four individuals' declarations of service which included four service attempts by McCullough, one by Farmin, the registered process server, and many phone calls by Walker's older brother, Bill Walker and the details of the mailing summarized by the Memorandum in opposition to

the Motion to Dismiss. Bremer offered in Reply only evidence of his receipt of the summons and complaint by mail at his residence on December 12 and the personal delivery (service) to Mr. Acebedo of copies of the summons and complaint at his office, which is also one of Mr. Bremer's usual mailing addresses, on December 10, 2012. There was no rebuttal or testimony that challenged Walker's evidence, perhaps most notably that Bill Walker had learned that Mr. Bremer would be out town on business for a week beginning December 7, the date of filing, with December 11 being the last day for service.

After filing the summons and complaint with the Pierce County Clerk on Friday afternoon, Mr. Walker then drove his appointed process server, Jeremy McCullough, to the office of Acebedo and Johnson so Mr. McCullough could serve Acebedo, under the substitute service statute.

Prior to this, Walker had asked his brother to contact Kevin Bremer, the personal representative of Bill Bremer as they had been a good friends since about 1968 and for his brother to determine when Kevin would be at his residence so he could be served with the summons and complaint.

Bill Walker said he called on December 7 numerous times and finally a woman answered the phone who told him that Kevin would be out of town "for about a week". She did not give him a phone number. Kevin Bremer did not honor his request to return the call. Bill Walker continued to call

over the weekend, but his calls were not answered and voice mail requests for Kevin to call him back were never responded to.

On Monday, December 10, McCullough went again to Acebedo & Johnson at about 10:00 a.m. and was told that the lawyers were out by Sean Jones, the receptionist, who had no idea when they would return and there was no phone number he knew to reach them. McCullough tried again at 1:00, his third attempt, and again at about 2:25 Monday afternoon. After that attempt, he left the building, called Mr. Acebedo's cell phone, and when he answered, be determined he was indeed in his office despite Mr. Jones' denial. McCullough went back to the office, bluffed his way down the hall and served Mr. Acebedo.

Walker had located two process service firms in South King County, one in Puyallup, where William "Bill" Farmin, worked and Farmin accepted the engagement to serve Mr. Acebedo on Monday. He attempted service at about 1:30, was told that the lawyers were out and completed "office service"on Mr. Jones the receptionist.

Walker's attorney requested Mr. Farmin to go to Snohomish, where Kevin Bremer was believed to reside, and serve him or some person of suitable age and discretion. Mr. Farmin was unable to accept the engagement due to a conflict.

A.) On December 7, the summons and complaint were

filed and calls to Bremer's residence disclosed that he was away until about December 14, leading to substitute service implementation. Personal hand-to-hand service service was attempted on Bremer's usual mailing address agent and proprietor, Mr. Acebedo by McCullough. B.) On December 8-9, repeated calls to Bremer's phone were made by Bill Walker to determine his availability for personal service or for service on another person of suitable age and discretion for abode service. C.) On December 10 three foiled attempts to personally deliver summons and complaint to Mr. Acebedo at his law office mailing address by McCullough filed. A foiled attempt to personally serve Mr. Acebedo resulting in only office service and the registered process server's observation of evasiveness was made by Farmin. Completed hand-to-hand service completed on Acebedo using disregard of evasion by office staff by McCullough.) Mail service completed to both usual mailing addresses of Bremer, his residence and Acebedo & Johnson's office by Walker's attorney. Attempted abode service by Renton Process Service failed due to missed deadline for delivery of papers byWalker. A requested attempt by Walker's attorney to Farmin for abode or personal service at Bremer's residence was declined due Farmin's scheduling conflict. Mr. Pierre Acebedo ("Acebedo") was handed a copy of the Summons and Complaint to Vacate Forfeiture and for Damages on December 10, 2012 by Mr. Jeremi McCullough at Mr.

Acebedo's office, 1011 East Main, Suite 456, Puyallup, Washington 98372. CP-B 10; CP-B 57, ¶5] Mr. Acebedo is an attorney, WSBA Number 30,011, and proprietor of Acebedo & Johnson, LLC, whose internet web page is http://www.acebedojohnson.com, located at 1011 East Main, Suite 456, Puyallup, Washington 98372. [CP-B 56,¶1,¶5] Acebedo's law firm was named as the claims agent for Kevin Bremer as personal representative of the estate of William P. Bremer, deceased, in the estate's Notice to Creditors under RCW 11.40.020-030 on September 12, 2012 in PCSC Cause No.12-4-01067-9. [Appendix 1.

On the same day, copies of the above Complaint and Summons were mailed to Kevin Bremer at the above address and to his residence address, Receipt was acknowledged by Mr. Acebedo and Mr. Bremer in their December 14 declarations. [CP-B 10; CP-B 57]

On December 13, 2012, Walker moved to consolidate his Complaint to Vacate Forfeiture and for Damages with his 2011 lawsuit [CP-B 103-121] which sought damages from Hawton and to partition the Bremer real estate and noted his motion for hearing on January 4, 2013 before Judge Garold Johnson, the regularly assigned judge for the 2011 case.

Bremer's Estate then moved on December 14 to dismiss Walker's Complaint to Vacate Forfeiture and for Damages and noted it for hearing on the same date before Judge Russell Hickman. Bremer's Motion argued that service

of the Summons and Complaint to Vacate Forfeiture and for Damages had not been successful under CR 3, CR4(a)(1) and that RCW 4.16.170 service by publication was disallowed and therefore the court had no jurisdiction over Bremer to hear Walker's Complaint. [CP-B 10-14]

Walker's Response to the motion identified RCW 4.28.080(16), and not RCW 4.16.170 as the substitute service statute which had been utilized. Bremer's Reply did not address service under RCW 4.28.080(16) and offered no additional evidence.[CP-10]

On January 2, 2013, Walker filed an Affidavit (Declaration) of Prejudice under RCW 4.12.050, seeking to replace Judge Hickman, which was to be heard on January 4 [CP-B 71-73] and he also filed a lis pendens for the real estate. [CP-B 50-51]

On January 4, Judge Hickman heard argument on Walker's motion for his disqualification and for appointment of another judge and denied it based upon Bremer's claim [CP-B 83-88] that Judge Hickman's orally announced concurrence with Judge Johnson's prior order some 1½ hours earlier, denying Walker's consolidation motion was also a discretionary ruling by Judge Hickman. [CP-B 48-9] Judge Hickman then granted Bremer's Motion to Dismiss and awarded attorney's fees of $600.00 to Bremer without findings of fact or conclusions of law. [CP-B 91-93]

Walker timely filed his Notice of Appeal [CP-B 94-98]

and shortly afterwards moved to consolidate of the appeal of the dismissal of his Complaint to Vacate Forfeiture and for Damages with the unlawful detainer appeal earlier filed in this Court.

SUMMARY OF ARGUMENT

The most surprising and consistent aspects of the cases relevant to the issues in this appeal are their ages. The oldest, still good law, is from 1944 and is dispositive of one of the issues. Another case left unaffected by later appellate decisions is from 1978. Another is from 1964 and the oldest is from 1939 and is still dispositive of the issue that it addresses.

The principal issue on the service of the summons and complaint on the substitute service statute cited by CR4(d)(2), RCW 4.28.080(16), was resolved by the 1939 and 1964 cases. The case resolving the use of the unlawful detainer procedure to remove a tenant at will was laid to rest in black ink in 1944.

The attorney's fee issues are factual. When a fee claim made under oath is for $14,040 while the accompanying detail and time records show time expended totaling only $9,880 which was claimed for the plaintiff's unlawful detainer proceeding, a limited jurisdiction matter which is limited to whether a writ of restitution should be issued or not, this issue may be sparing of judicial resources. Even after the court disallowed almost one-half of the claim, it still

was grossly exaggerated.

The unlawful detainer issue was decided by a judge whose replacement was sought by an affidavit of prejudice which he denied because another judge had previously issued a final order granting a consolidation motion with which the judge orally agreed. He believed that his oral agreement with the earlier final order by the other judge was discretionary and therefore protected him from disqualification.

This is a short brief, maybe not sweet, but the issues have ancient solid precedents and the facts are undisputed.

Hopefully, the age of the governing precedents will not leave much to argue about legally, plus the lack of factual disputes will make deciding all of the issues in the case quick and easy.

ARGUMENT

PERSONAL JURISDICTION

Personal jurisdiction has always been a favorite subject of law professors and law reviews. Occasionally academics have a tendency to make the subject more difficult than it needs to be. "Everything comes back to the two requirements of notice and minimum contacts, and that the subject is not nearly as difficult as it seemed in the first

year of law school."[3] Under Washington's due process requirements, after the defendant is given adequate notice and opportunity to be heard, the court may assert personal jurisdiction over a defendant. However, actual knowledge of the proceedings is not required to support a finding of jurisdiction. The constitutional mandate is satisfied with notice that is "reasonably calculated, under all the circumstances," to reach the interested persons. *Ashley v. Pierce County.*[4] Due process requirements are satisfied by properly serving the summons and complaint when the action is commenced, and then by giving all subsequent notices required by the civil rules.[5]

RCW 4.28.020 provide that "From the time of commencement of the action by service of the summons or by filing of the complaint, or as otherwise provided, the court

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[3]14 *Washington Practice*, West Publishing, 2009, §4.1, which refers to "the nearly endless supply of law review articles cited in 14 *Washington Practice* §4.46."

[4]83 Wn.2d 630, 635, 521 P.2d 711 (1974), citing to *Mullane v. Central Hanover Tr. Co.,* 339 U.S. 306, 70 S.Ct. 652, 94 L.Ed. 865 (1950).

[5]*14 Washington Practice,* West Publishing, 2009, §4.3.

is deemed to have acquired jurisdiction and to have control over all subsequent proceedings." Jurisdiction continues until the case is finally resolved, typically by dismissal, settlement or trial. *Lindgren v. Lindgren.*[6]

HAND TO HAND SERVICE ON DEFENDANT BREMER'S "SERVICE AGENT" [7]AT HIS USUAL MAILING ADDRESS CONFERRED JURISDICTION

Walker learned that Personal Representative Bremer was expected to be away from western Washington between December 7, 2012, when the summons and complaint were filed, until after expiration of the period of limitations under RCW 61.30.140(2) on December 11. He believed that he had to use either abode service, RCW 4.28.080(15), or substitute personal service under RCW 4.28.080(16) ("Subsection 16") to serve Bremer before December 11. Since numerous phone calls to Mr. Bremer's residence went unresponded to, the only practical solution appeared to be service under

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[6] 58 Wn. App. 588, 805 P.2d 813, rev. denied, 116 Wash. 2d 1009(1990).

[7] Walker's term for the "resident, proprietor or agent of defendant's usual mailing address" from RCW 4.28.080(16). See *Smith v. Forty Million, Inc.*, infra, at fn. 11.

Subsection 16.[8]

There are two concerns with the use of the substitute service statutes and rules. Not only must the statute or rule be complied with to acquire *in personam* jurisdiction, but there must also be a showing of satisfaction of the constitutional due process requirements. The actual service on a substitute service agent may comply with the substitute service statute, but failure to provide due process notice requires the court to vacate the jurisdiction otherwise bestowed by adherence to the substitute service rule. *In re Dependency of A.G.*[9]

Between December 7 and December 10, 2012, Walker made some twelve different personal service attempts on Mr.

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[8] As there are two cases consolidated in this appeal with duplicative CP numbers, the designation for the earlier case (12-2-14006-1) is designated as "CP-A" and for the later case (12-2-15451-7), the designation is "CP-B".

[9] 93 Wn. App. 268, 276-77, 968 P.2d 464(1998), following:
Proper service of the summons and complaint is a prerequisite to any court's obtaining jurisdiction over a party, and a judgment entered without jurisdiction is void. When a judgment is entered based on an affidavit of service, it should be set aside only upon convincing evidence [page 277] that the return of service was incorrect. An affidavit of service that is regular in form and substance is presumptively correct. The burden is on the person attacking service to show by clear and convincing evidence that service was improper. [Citations omitted.]

Bremer, not including the uncounted, numerous phone calls to the Bremer residence by Walker's brother, all to no avail, effectively ruling out abode service. Included were four attempts to serve Mr. Acebedo, which were met with evasion, noted by two different process servers.

Walker simultaneously attempted personal service on Mr. Acebedo, as the agent and proprietor of Bremer's usual mailing address for receiving claims against the Bremer estate, at Acebedo's office, as designated by personal representative Bremer's published Notice to Creditors[10] per RCW 11.40.010. Appendix A; [RP, Jan. 4, 2013, P.9-11].

Plaintiffs should use all known or reasonably discoverable sources to locate the defendant for service but is not required to exhaust all conceivable resources for that information. *Carson v. Northstar Development Co.*[11] The two declarations in support of Bremer's Motion to Dismiss agreed fully with Walker's four proof of service declarations and his

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[10] See Commissioner Bearse's ruling of July 10, 2013 allowing supplementation of the record on appeal to include Bremer's Notice to Creditors of September 19, 2012, as Appendix A.

[11] 62 Wn.App. 310, 814 P.2d 217, amd. after modif., further reconsideration denied(1991).

Response to the Motion to Dismiss. [RP: Jan. 4, 2013, p. 9-11]. Lack of a factual dispute as to service makes Walker's reasonable diligence in seeking to locate Mr. Bremer a matter of law, permitting use of Subsection 16 of RCW 4.28.080 for service. Where factual issues related to service are undisputed, due diligence is normally reserved to the trial court as a matter of law. *Carras v. Johnson.*[12] Personal Representative Bremer's failure to contest Walker's proof of service as to reasonable diligence in his efforts to locate and serve Mr. Bremer in person waives any right to later assert CR 12(b)(5) defenses based upon insufficiency of process and insufficiency of service of process. *French v. Gabriel,*[13] at 588.[RP, Jan. 4, 2013, P. 8-14]

Finally, after evasions and misrepresentations, one of Walker's process servers personally served Mr. Acebedo at about 2:00 p.m. on December 10 and copies of the summons and complaint were sent by first class mail on the same day,

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[12] 77 Wn.App. 588, 892 P.2d 780, as amd., June 23, 1995(1995).

[13]116 Wash. 2d 584, 806 P. 2d 1234(1991).

postage prepaid, to both of Mr. Bremer's known usual mailing addresses, his residence and the usual mailing address specified by his Notice to Creditors as Personal Representative, at Mr. Acebedo's office.

After this service, Mr. Bremer moved on December 13 to dismiss Walker's Complaint to Vacate Forfeiture based on allegations of improper service of the summons and complaint. Mr. Acebedo, as the attorney for Personal Representative Bremer, argued that he was not the attorney in fact for Mr. Bremer, which Walker concedes is true, and that service upon him as Bremer's attorney (at law) was not effective, also conceded by Walker. RP

Another part of the Real Estate Contract Forfeiture Act (RCW 61.30.120) permits personal service is to be made upon the seller, the seller's agent or the seller's attorney, who are the "service surrogates"[14] for purposes of RCW

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[14]Since the Real Estate Contract Forfeiture Act (RCW 61.30) names alternate entities for proper service in two subsections, the term "service surrogate" is used to describe those alternates entities for service in RCW 61.30.120. "Service agent" is the term used herein for the entities designed by RCW 4.28.080(16) or "Subsection 16", which are "resident, proprietor or agent" of the defendant's usual mailing address. This usage is consistent with the term's use in

(continued...)

61.30.120. Since Walker was acting under RCW 61.30.140(2) he was not allowed to use the "service surrogate" provisions of RCW 61.30.120 and could only serve Defendant Bremer through use of Subsection 16. The motion argument of Mr. Bremer confused this issue. RP

The court believed that the hand-hand service on a service agent under Subsection 16 required a prior court order and that the required mailing of the summons and complaint to Mr. Bremer's usual mailing address after service on Mr. Acebedo would only effect *in personam* jurisdiction ten days later, after the 60 day period of limitations had expired. RP.

The only issue that deserves more than passing consideration is the effect of the mailing of a copy of the summons and complaint to Bremer's usual mailing addresses on December 10, the day before the period of limitations expired and the Subsection 16 language that "service is deemed complete on the tenth day after mailing".

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[14](...continued)
Smith v. Forty Million, Inc., infra, at footnote 13.

Perhaps the issue and its answer is simpler than first thought: What purpose does the first class mailing of the summons and complaint serve after the hand-to-hand personal service on a defendant's "service agent"?

Walker unsuccessfully attempted service on Mr. Bremer under RCW 4.28.080(15). He therefore turned to Subsection 16, which names the "agent, proprietor or resident of the defendant's usual mailing address" as proper "service agents" for service of process when the plaintiff has been unable to serve the defendant, despite reasonable diligence to do so. After service was completed on Mr. Acebedo, Walker complied on the same day with the Subsection 16 requirement to mail, first class postage prepaid, a copy of the summons to Bremer's "usual mailing address".

In *Smith v. Forty Million Inc*[15], service was pursued under RCW 46.64.040, the non-resident motorist substitute service statute, which is a direct analogue to Subsection 16,

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[15] 64 Wn. 2d 912, 395 P.2d 201(1964).

both of which are referenced in CR 4 (d)(2) for personal service. Service on the Secretary of State as the "service agent" for the non-resident is complete and valid under RCW 46.64.040 when completed as follows:.

> Service of such summons or process shall be made by leaving two copies thereof with a fee established by the secretary of state by rule with the secretary of state of the state of Washington, or at the secretary of state's office, and ***such service shall be sufficient and valid personal service upon said resident or non-resident***. [Emphasis added.]

RCW 46.64.040 further specifically provides for mailing copies of the summons and complaint to the defendant non-resident motorist after the "**sufficient and valid personal service upon said resident or non-resident**" in compliance with the requirement for notice "reasonably calculated, under all of the circumstances," to reach the interested persons. *Ashley v. Pierce County*, 635, supra.

The *Smith v. Forty Million* court noted that:

> ...service by substitute on a fictional agent – here, the Secretary of State, cannot meet the demand of due process unless such service is accompanied by notice to the defendant of the

service... *Smith*, at 916.

The Court explained ". . . that the plaintiff confuses service, which is upon the plaintiff's agent–the Secretary of State–with a necessity of notice of that service, actual or constructive, to the defendant." *Smith*, at 915-916. In the instant case, Mr. Acebedo, not the Secretary of State, was the plaintiff's service agent.

RCW 46.64.040 specifically provides that when copies of the summons are delivered together with the required fee to the Secretary of State's office, **service** is then personal and complete. In accord is *Boss v. Irvine.*[16]

The act of hand to hand delivery (service) of the summons and complaint to the Subsection 16 "service agent " is the act that confers *in personam* jurisdiction over the defendant. The subsequent required mailing of the summons and complaint to Mr. Bremer at his home and his designated address for estate claims provided actual notice.

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[16] 28 F. Supp. 983, 984-5(1939).

In *Wright v. B & L Properties, Inc*[17]., defendant Brokaw contested service under Subsection 16, alleging that he had not received the mailed summons and complaint. Nonetheless, Division I affirmed the default judgment against him, as the proof of service by the plaintiff established the required mailing to provide constructive notice to satisfy due process. *Ashley v. Pierce County*, supra at 635.

Had the Wright court accepted the defendant's argument that his failure to receive the mailed summons and complaint was jurisdictional, it could not have confirmed the judgment, as judgments lacking personal jurisdiction are void. *Weiss v. Glemp.*[18] Proper service under the statute, RCW 4.28.080(16) was accomplished to complete the statutory requirements and mailing was completed as shown by the proof of service to satisfy constitutional due process, just as Walker did with his

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[17] 113 Wn.App.450, 53 P.3d 1041(2002).

[18] 127 Wn.2d 726, 903 P.2d 455(1995).

service and mailing.[19]

In addition, receipt of Walker's mailed notice to Personal Representative Bremer was acknowledged by Bremer and was therefore "actual" notice and more protective of due process than the minimally required constructive notice. *Ashley v. Pierce County,* supra, 636.

Since personal service and the first class mail notice was accomplished on December 10 before the end of the 60 day period of limitations set by RCW 61.30.140(2) on December 11, there is no statute of limitations issue or issue of tolling the statute of limitations. *Collins v. Lomas & Nettleton.*[20]

UNLAWFUL DETAINER IS FOR LANDLORD-TENANT EVICTIONS; EJECTMENT IS FOR REMOVAL OF OTHER

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[19]"RCW 4.28.080(16) requires that a plaintiff use 'reasonable diligence' to serve a defendant Before substitute service is permitted. Thereafter, the plaintiff must leave a copy of the summons with an appropriate person at the defendant's usual mailing address. The plaintiff must also mail a copy of the summons to that same address. Only then is service proper under this subsection. The numerous requirements set forth in RCW 4.28.080(16) demonstrate that this method is reasonably calculated to provide notice." *Wright v. B & L Properties, Inc.*, supra, 463.

[20] 29 Wn. App. 415, 418, 628 P.2d 855(1981).

HOLDOVERS FROM REAL PROPERTY

The option to use the unlawful detainer procedure in real estate forfeiture actions by a seller to remove holdovers was not allowed prior to the enabling provision in RCW 61.30.120. Nonetheless, RCW 59.12.030 contains seven conditions precedent to its availability and there is nothing in that statute or in the Real Estate Contract Forfeiture Act (RCW 61.30) that allows the court to ignore or waive the requirement that at least one of the seven conditions must be established in order to allow the user of the unlawful detainer procedure summary removal of a holdover, whether renter or purchaser. *Turner v. White*[21], 271-272, although now slightly out of date, as there are now seven and not six conditions precedent, held that "RCW 59.12.030 consists of six separate sections, outlining different circumstances under which a tenant may be guilty of unlawful detainer."

The real estate contact between Walker and Bremer agreed that holdovers on the property for more than 10 days

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[21]20 Wn. App. 290, 579 P.2d 410(1978).

after a Declaration of Forfeiture was filed become "tenants at will." [CP-A 20, (p. A-13, ¶19.c.] Once the Declaration of Forfeiture was filed in our case, the legal ramifications are identical to those in a 1944 case:

> Here, the tenant had come upon the premises with the permission of the owner, the tenancy[22] was terminable without notice and provided for no monthly or periodic payments. The tenancy was not one within the six [now seven] sections of RCW 59.12.030. Rather, it was what was denominated in common law as a tenancy at will which was terminable only upon demand for possession, allowing the tenant a reasonable time to vacate. *Najewitz v. Seattle*[23]

Bremer was thus required to give Walker a reasonable time to vacate the premises and if that was unsuccessful, then Bremer could have brought suit for ejectment under RCW 7.28.150 and .160, which would have allowed Walker's right to have his counterclaims heard and allowed as damages or setoff.

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[22]In our case, the tenancy was holdover after post-Declaration of Forfeiture.

[23]21 Wash.2d 656, 659, 152 P.2d 722 (1944).

The 1978 case, *Turner v. White* [24], at 291-92, comes to a more absolute conclusion in holding that "Defendant [tenant] appeals from judgment entered in an unlawful detainer action. We reverse and dismiss, holding that RCW 59.12.030 is not applicable against a tenant at will." *Turner v. White*[25], 291.

In 1993, *Bar K Land Co. v. Webb*[26] applied the same rule and validated that ejectment was mandatory, which allowed defaulted purchasers to have their counterclaims heard.

> Ms. Webb contends the trial court erred in applying the law of unlawful detainer rather than the law of ejectment. She argues her relationship with Bar K was that of vendor and purchaser, not landlord and tenant.
> * * * *
> Unlawful detainer actions under RCW 59.18 are special statutory proceedings with the limited purpose of hastening recovery of possession of rental property. Unlawful detainer is limited to cases involving landlords and tenants when the only questions are possession and rent. The superior court's jurisdiction in such actions is limited to the primary issue of

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[24] *Turner v. White,* supra.

[25] *Turner v. White*, supra.

[26] 72 Wn.App. 380, 864 P.2d 435(1993).

> possession and incidental issues such as restitution and rent, or damages. [Cited cases omitted.] It is well settled that additional claims cannot be joined in an unlawful detainer action. [Cited cases omitted.] Any issue not incident to the right of possession within the specific terms of RCW 59.18 must be raised in an ordinary civil action.
>
> Ejectment is a remedy for one who, claiming a paramount title, is out of possession. Ejectment is a mixed action, and damages for the ouster or wrong can be simultaneously recovered. 28 C.J.S. Ejectment § 1, at 848 (1941). When permanent improvements have been made upon the property by the defendant, in good faith, the value thereof may be allowed as a setoff, or as a counterclaim, against damages for withholding the property under RCW 7.28.150 and .160.

While the Real Estate Contract Forfeiture Act (RCW 61.30) or "REKFA" now allows the use of the unlawful detainer provisions in RCW 59.12.030 with the permissive term "may", none of the seven conditions precedent were satisfied by personal representative Bremer. The language of the REKFA is permissive, but the RCW 59.12.030 requirement that one of the seven conditions precedent be satisfied before an unlawful detainer proceeding may be used to remove a default purchaser is mandatory. *Najewitz v.*

Seattle[27], *Turner v. White,*[28] 292.

Instead, the Writ of Restitution ordered by Commissioner Gelman and confirmed by Judge Hickman on November 30, 2012, found Mr. Walker to be guilty of "unlawful entry under RCW 59.12.010". [CP-A 89,¶ 1] RCW 59.12.010 is titled "Forcible entry defined" and does not mention "unlawful entry". Unlawful entry is not a landlord-tenant or unlawful detainer issue, but is the first of two elements of the crime of first degree burglary. See RCW 9A.52.020.

Perhaps this holding was intended to adjudge Mr. Walker guilty of "wrongful entry" but even that was also not supported by evidence and is limited to "offenses like wrongful entry and eviction that involve 1) physical actions taken by human beings resulting in 2) wrongful dispossession of property." *Kitsap County v. Allstate*

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[27] *Najewitz v. Seattle,* supra.

[28] *Turner v. White*, supra.

Insurance Co.[29], 599. Walker committed neither and Bremer's pleadings do not disagree. [CP-A:1-52]

Since Bremer's attorney alleged in his attorney fee claim that he spent one and one-half hours on this very significant distinction on November 6, 2012, [CP-A 194 (p. 2 of Exhibit B)], it is hard to imagine that this serious and fatal error passed unnoticed by the attorney, in his Order on Writ of Restitution.

Nor can a special proceeding with the court sitting as court of limited jurisdiction, as is required for unlawful detainer actions, be converted to a court of general jurisdiction as is required for an actions for ejectment, which allows for counterclaims such as Walker had need for improvements. *Hill v. Hill,* 789.[30] And since the unlawful detainer action is a special proceeding, substantial compliance with the requirements set forth in that statute

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[29]136 Wn. 2d 567, 964 P.2d 1173(1998).

[30]3 Wn. App. 783, 477 P.2d 931(1970).

are required. *Sowers v. Lewis*.[31]

THE REAL ESTATE CONTRACT FORFEITURE ACT (RCW 61.30) REQUIRES STRICT STATUTORY COMPLIANCE, INCLUDING PARTICULARLY PROPER SERVICE OF 'REQUIRED NOTICES'

The Bremer Declaration of Forfeiture, a required notice, was materially and fatally deficient in that it failed to provide "required notice" to either "purchaser".

> A purchaser's rights under a real estate contract shall not be forfeited except as provided in this chapter. Forfeiture shall be accomplished by giving and recording the required notices as specified in this chapter. RCW 61.30.020(1).
>
> "Required notices" means the notice of intent to forfeit and declaration of forfeiture. RCW 61.30.010(8).
>
> (1) The required notices shall be given to each purchaser known to the seller or the seller's agent or attorney giving notice and to each person who, at the time the notice of intent forfeit is recorded, is the last holder of record of a interest. Failure to comply with this subsection in any material respect shall render any purported forfeiture based upon required notices void. RCW 61.30.040(1).
>
> RCW 61.30.010(7) defines Purchaser, as follows:
>
> "Purchaser" means the person denominated in a real estate contract as the "purchaser" of the property or an interest therein or, if applicable, the purchaser's

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[31]49 Wn.2d 891, 307 P.2d 1064(1957).

> successors or assigns in interest to all or any part of the property, whether by voluntary or involuntary transfer or transfer by operation of law. **If the purchaser's interest in the property is subject to** a proceeding in probate, a receivership, a guardianship or **a proceeding under the federal bankruptcy laws, "purchaser" means** the personal representative, the receiver, the guardian, **the trustee in bankruptcy,** or the debtor in possession, as applicable.-[Emphasis added.]

The proof of service [CP-A:41-42] included in personal representative Bremer's Declaration of Forfeiture showed that Scott Hawton and Elizabeth Hawton, as "Grantee/Buyers" were served by certified mail at 23822 16th Lane S., Des Moines, WA 98198 and service on Mr. Walker, "Grantee/Buyer", was attempted by certified mail at the same address. At the time of the Declaration of Forfeiture, October 11, 2012, the Hawtons were in Chapter 7 bankruptcy and defendants in a lawsuit brought by Mr. Walker. Understandably, Mr. Walker was not a resident of the same address as the Hawtons while engaged in litigation against them. No signed certified mail receipt was included with Bremer's proof of service for the Declaration of Forfeiture, which indicates that Walker never was served

with the statutorily "required notice" under RCW 61.30.010(7) and that Mr. Bremer was aware of this and argued differently to the court. RP: December 21, 2013, p. .

Where names and addresses of persons required to be given notice were known to the party required to give such notices or could have been ascertained with reasonable diligence, due process requires that notice by mail be given to them.[32] While the *Mullane* holding looked at and disallowed service by publication, due process also would be dishonored where mailing was allowed and the address was incorrect, where the correct address could have been ascertained with reasonable diligence. Where the serving party did not receive back the signed receipt for its certified, it was apparent that the notice was not "reasonably calculated, under all the circumstances," to reach the interested persons and so due process would not be satisfied.

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[32] *Mullane v. Central Hanover Tr. Co.,* 339 U.S. 306, 70 S.Ct. 652, 94 L.Ed. 865 (1950), as cited in *Hesthagen v. Harbey, 78* Wash.2d 934, 940-941, 481 P.2d 438(1971).

The total failure of proper service of the required Declaration of Forfeiture proves failure of the required "material compliance" with the Real Estate Contract Forfeiture Act, requiring cure of the deficiencies. "Failure to comply with this subsection in any material respect shall render any purported forfeiture based upon required notices void." RCW 61.30.040(1). Mr. Bremer stubbornly refused to acknowledge and cure these deficiencies.

WHEN A JUDGE IN THE EARLIER OF TWO RELATED CASES DENIES A MOTION TO CONSOLIDATE, THE FINAL ORDER BY THE JUDGE WHO HEARD THE MOTION CANNOT ALSO BE A 'DISCRETIONARY RULING' BY THE 2ND JUDGE

RCW 4.12.040 and 4.12.050 specify the circumstances in which a party is entitled to a change of judge on the basis of alleged prejudice. These statutes require an affidavit of prejudice and a motion. GR 13 allows a declaration to be substituted for an affidavit. RCW 4.12.050 requires the motion and affidavit of prejudice be filed and called to the attention of the judge before the judge makes any discretionary ruling in the case. Walker's motion and

Declaration of Prejudice was filed on January 2, 2013, two days before the motion for a replacement judge was denied. [CP-B: 71-73] [CP-B 78-82; 83-88]

Judge Hickman seemed to believe that the order that Judge Johnson earlier signed denying consolidation of the two cases docketed before the two judges was also Judge Hickman's order, although the motion was noted for hearing and argued before Judge Johnson. Judge Hickman's agreement with Judge Johnson's order was not 'final', as it is only reflected in a minute entry. [RP: 12/21/2012, p. 2-3] Concurrence with another judge's order is not a discretionary decision, as Judge Johnson's earlier, signed order was final. The court's recollection that both judges had simultaneously heard and ruled on the consolidation motion is not reflected by the record. [RP: Jan.1, 2013, pp. 4-5] This issue appears to be a matter of first impression.

THE FEE AWARD TO BREMER WAS UNREASONABLE AND BASED UPON UNTENABLE FINDINGS OF FACT AND CONCLUSIONS OF LAW

Bremer's attorney fee motion was deficient on all counts: it was unreasonable, included billing for

unsuccessful claims, duplicate tasks, blocked entries and unrelated efforts. *Pham v. City of Seattle*,[33] 538. His argument claimed that Walker refused to vacate the property in violation of "the statute", which Mr. Acebedo argued was "RCW 41.61.30 " [RP, Dec. 21, 2012, P. 9] and justification for his excessive fee request was little more than his claim that he had to wrestle whether he had properly served one of the "purchasers", the U S Trustee for the Hawtons, which was required to perfect forfeiture, which was responsible for the excessive fees, even though that event occurred well before his unlawful detainer action was brought.

Attached as Exhibit A to Walker's Supplemental Response to Motion for Attorney's Fees [CP-A:34], are the forms provided by the Washington Lawyer's Practice Manual for an unlawful detainer proceeding. Completion of these forms for a special proceeding which is limited to the single statutory issue of unlawful detainer, was one of the simpler

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[33] 159 Wash. 2d 527, 151 P.3d 976(2009).

special proceedings. The forms required little else but the party names, an attorney's signature and amounts of costs, unpaid rent and allowable fees. Any literate pro se plaintiff could complete these forms within an hour but Mr. Bremer sought $14,040 in fees plus costs which included Westlaw research expense and messenger fees.

If his total request for $14,040 had been accurate, those hours would amount to many a good attorney's monthly total, but his total was significantly overstated. The fee invoices [CP-B 32, et. seq.] showed no total, but a calculator quickly shows a total of 49.2 hours at $200 per hour for an unexplained markup of 30% over the claimed total in Mr. Acebedo's declaration, as the actual total was only $9,880. With no explanation offered for a fee invoice lacking totals for hours or amount, the document remains especially problematic and disturbing, as it appears there was more that one set of fee records.

The court slashed Mr. Bremer's inflated claim for fees to $7,500, which, instead of a 50% percent reduction as was apparently intended, amounted to a reductions of only 24%

from the correct total of hours claimed, and still is very unreasonable.

Most, or 25/47 of the fee entries are blocked, so they lack the details in the task times to segregate tasks. [CP-B: 245] The invoice includes, at the attorney's rate, activities related to summary judgment and discovery, which are not allowed in special proceedings and many, many, revisions, considerations, reviews and other "enhancements" to the simple forms, even though the court's special proceeding jurisdiction was limited to the issuance of an order for a writ of restitution.

Copying and pasting the blocked tasks was so common (19/47 [CP-B: 245] that many had to be redacted as "No Charge" so as to be removed from the invoices. The repeated additions and modifications to the simple forms that are claimed in his fee invoices bear no relation to necessity or reality.

The consistent blocked billing is a warning indication of the unreasonableness of the attorney's fee application. Walker's Legal Memorandum in Response to Motion for

Attorney's Fees [CP-B: 236-243, Ex. B] points out details which include "review offer for property" on October 19 was not part of the Unlawful Detainer proceeding and online legal research charges on October 31, which is not an allowable cost, particularly as Bremer's motion was filed on October 24.

Other entries are unnecessary, 21 of 47 [CP-B: 245] and totally unwarranted and improper. They include multiple (six) property inspections at the attorney rate on November 7, the task "Prepare chronology of forfeiture and exhibits for hearing in court, 1.5 hours", again unnecessary, as Bremer's motion was filed on October 24, and most of the 'preparation' and 'revision' and 'drafting' which constitutes the bulk of the fee application, as well as the six "site visits", occur primarily after that filing date. The entire fee application should properly have been disallowed for conflict of interest, unreasonableness and violations of RPC 1.5, which Mr. Acebedo featured in his very expensive attorney fee motion and then ignored.

APPELLANT'S REQUEST FOR FEES AND COSTS

Since the fees awarded to the Respondent by the trial court were unwarranted, unreasonable and totally unjustifiable, fairness and equity require not only that those fees be reversed, but that the same contractual provisions relied upon by the Respondent be applied to compensate the Appellant for the fees, costs and expenses of appeal and those incurred on remand. *Hastings v. Grooters.* At 131-2.[34]

CONCLUSION

Appellant requests that this Court remand this matter to the trial court with findings that the dismissal of Appellant's Walker's summons and complaint be reversed, that this court find that the unlawful detainer procedure used by Respondent to attempt removal of Walker was in error, not only becaues hte forfeiture was improper, but also that the procedure used by Respondent for ejectment was improper and wrongful in its disallowance of Walker's claims for damages and setoff and for all costs and attorney fees awarded to Bremer from Walker to be disallowed and for Walker to be awarded all attorney fees and costs

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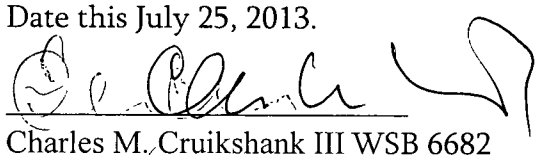
[34] 144 Wn.App. 121, 131-2, 182 P.2d 447(2008).

for this appeal and on remand.

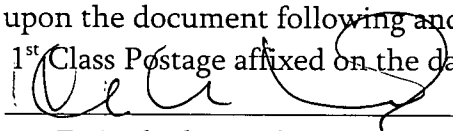
Date this July 25, 2013.



Charles M. Cruikshank III WSB 6682
Attorney for Appellant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served upon the document following and below named attorney by U S Mail, 1st Class Postage affixed on the date signed below.



Date: July 25, 2013

Mr. Pierre E. Acebedo, Acebedo & Johnson LLC, 1011 East Main–#456, Puyallup, WA 98372

APPENDIX A
TO
APPELLANT'S BRIEF

July 25, 2013

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served upon the below named attorney by U S Mail, 1st Class Postage affixed on the date signed below.

/S/ CHARLES CRUIKSHANK Date: JULY 25, 2013.

Mr. Pierre E. Acebedo, Acebedo & Johnson LLC, 1011 East Main–#456, Puyallup, WA 98372

JUDGE JOHN R. HICKMAN

PIERCE COUNTY WASHINGTON SUPERIOR COURT

GLEN L. WALKER Plaintiff, v. KEVIN E. BREMER, Personal Representative of the estate of William P. Bremer Defendant	NO. 12-2-15451-7 DECLARATION OF COUNSEL AUTHENTICATING DOCUMENT

I make this declaration under penalty of perjury according to the laws of the state of Washington and I make it of my personal knowledge as to all things herein stated. I am competent to testify as I am over the age of majority and otherwise competent.

1. My name is Charles M. Cruikshank III. I have been licensed as an attorney and have been engaged full time in the practice of law since December 1975. I was admitted to practice in Washington in June of 1976.

2. On or about September 14, 2012, as attorney for plaintiff Glen L. Walker, I received a copy of the document titled Probate Notice to Creditors, which I have marked as Exhibit A, which was sent to me in an envelope with the following return address:

Charles M. Cruikshank III
108 So. Washington St. #306
Seattle, Washington 98104
206 624-6761 WSB #6682

Acebedo & Johnson, LLC
1011 East Main STE 456
Puyallup, WA 98372

3. I later obtained the attached copy from the Pierce County Clerk's Office with the stamp of that office showing its electronic filing date of September 12, 2012.

4. This Notice to Creditors was referenced by me in my argument to the court in opposition to Defendant Bremer's Motion to Dismiss before Judge John R. Hickman on January 4, 2013, to be found in the record on review at RP Jan 4, 2013, p. 11, ll.15-17.

5. Since Mr. Bremer's lawyer, Pierre Acebedo, who was present, did not dispute that he filed and published this Notice to Creditors on behalf of defendant Bremer and since Judge Hickman did not challenge the authenticity or the significance and meaning of the Notice to Creditors apparently focusing only on the timing issue ("...service is deemed complete on the tenth day after mailing" language of RCW 4.28.080(16)).

6. Since the timing of the later mailing of the summons and complaint was of no significance if the Notice to Creditors had not designated the office address of Mr. Acebedo as the mailing address of personal representative Bremer, it appeared that Mr. Acebedo's failure to dispute the filing, publication and service of the Notice to Creditors was treated as an admitted fact by the court, and the court then focused on the circumstances of the later mailing as the basis for its decision. The Notice to Creditors was thus not part of the court's reasoning in its dismissal.

This declaration signed at Seattle, Washington on this June 20, 2013.

/S/_____
Charles M. Cruikshank III

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served upon the

Charles M. Cruikshank III
108 So. Washington St. #306
Seattle, Washington 98104
206 624-6761 WSB #6682

following and below named parties and/or attorneys by placing such in the U S Mail, 1st class postage affixed thereto on the date herein signed below.

/s/ Charles M. Cruikshank III Date: June 20, 2013

Mr. Pierre E. Acebedo
1011 East Main–#456
Puyallup, WA 98372 –Attorney for Kevin E. Bremer

Charles M. Cruikshank III
108 So. Washington St. #306
Seattle, Washington 98104
206 624-6761 WSB #6682

E-FILED
IN COUNTY CLERKS OFFICE
PIERCE COUNTY, WASHINGTON

September 12 2012 4:27 PM

KEVIN STOCK
COUNTY CLERK
NO: 12-4-01067-9

Exhibit A

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF PIERCE

Estate of	**No. 12-4-01067-9**
WILLIAM P. BREMER	**PROBATE NOTICE TO CREDITORS**
Deceased.	**RCW 11.40.030**

The personal representative (Executor) named below has been appointed and has qualified as personal representative of this estate. Any person having a claim against the decedent must, before the time the claim would be barred by any otherwise applicable statute of limitations, present the claim in the manner provided in RCW § 11.40.070 by serving on or mailing to the personal representative or the personal representative's attorney at the address stated below a copy of the claim and filing the original of the claim with the Court in which the probate proceedings were commenced. The claim must be presented within the later of: (1) Thirty days after the personal representative served or mailed notice to the creditor as provided under RCW 11.40.020(1)(c); or (2) four months after the date of first publication of the notice.

ACEBEDO & JOHNSON, LLC
1011 EAST MAIN STE 456
PUYALLUP, WA 98372
TELEPHONE: (253) 445-4936

If the claim is not presented within this time frame, the claim is forever barred, except as otherwise provided in RCW 11.40.051 and 11.40.060. This bar is effective as to claims against both the decedent's probate and non-probate assets.

DATE OF FILING this notice with the Clerk of the Court: September 12, 2012
DATE OF FIRST PUBLICATION of this notice: September 14, 2012

Kevin Bremer
Personal Representative (Administrator)
c/o Acebedo & Johnson, LLC.
1011 E. Main, Ste #456
Puyallup, WA 98372

By: _____
Cindy A. Johnson, WSBA# 30013

Address for Mailing or Service:

Estate of William P. Bremer
c/o Acebedo & Johnson, LLC.
1011 E. Main, Ste #456
Puyallup, WA 98372

Court of Probate Proceedings: Pierce County Superior Court
Cause No.: 12-4-01067-9

ACEBEDO & JOHNSON, LLC
1011 EAST MAIN STE 456
PUYALLUP, WA 98372
TELEPHONE: (253) 445-4936