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Washington Court of Appeals (Div. 1) No. 72334-1-I
King County Superior Court Cause No. 12-2-23972-0 SEA

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SUPREME COURT OF THE STATE OF WASHINGTON

NIKOLAY BELIKOV, a married individual; TECHNO-TM ZAO, a
Russian closed joint stock company,

Plaintiffs/Respondents,

v.

MARYANN HUHS and ROY E. HUHS, JR., and the marital community
thereof; R-AMTECH INTERNATIONAL, INC., a Washington
corporation; TECHNO-TM, LLC, a Nevada limited liability company;
SUNCADIA PROPERTIES, LLC, a Nevada limited liability company,

Defendants/Appellants.

**DEFENDANTS/APPELLANTS ROY E. HUHS, JR. AND
MARYANN HUHS'
PETITION FOR REVIEW
OF COURT OF APPEALS'
RAP 18.2 ORDER DISMISSING APPEAL**

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DEFENDANTS/APPELLANTS' PETITION FOR
REVIEW



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DEFENDANTS/APPELLANTS' PETITION FOR
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I. IDENTITY OF PETITIONERS AND CITATION TO COURT OF APPEALS DECISIONS

Defendants/judgment debtors/ appellants Roy E. Huhs, Jr. (“Al Huhs”) and Maryann Huhs (collectively, “the Huhses”) petition the Court, pursuant to RAP 13.4, for review of the Court of Appeals’ Order, dated July 7, 2015, which dismissed without consideration the Huhses’ appeal of the trial court’s judgment (“the Appeal”)¹; which was issued concurrently with the Court of Appeals’ Order,² also dated July 7, 2015, which denied the Huhses’ motion to stay enforcement of the trial court’s Order Granting Receiver’s Motion to Compromise Claim dated June 1, 2015 (the “Order Authorizing Dismissal of Appeal”).³

This motion is substantively identical to the petition for review, treated by the Court as a motion for discretionary review, the Huhses filed on July 24, 2015 with respect to Washington Court of Appeals (Div. 1) No. 73495-4-I.⁴

II. ISSUES PRESENTED FOR REVIEW

1) May a trial court rule that an appeal of a judgment it issued, which is pending before the Court of Appeals, has no merit, and order that

¹ Appendix, Exhibit 1.

² Appendix, Exhibit 2.

³ Appendix, Exhibit 3.

⁴ This motion is filed in accordance with the clerk’s email direction to counsel dated July 24, 2015.

the appeal be dismissed as part of a forced settlement of the judgment?

May a court of appeals dismiss an appeal on that basis?

2) May an RCW 7.60.025 receiver direct dismissal of a judgment debtor's defensive appeal against the judgment debtor's wishes?

3) May a court of appeals require a defendant appellant to post supersedeas security in the amount of a full judgment as a precondition of its hearing an appeal, even when the amount remaining at issue is less than the full judgment?

4) Does an appellant remain aggrieved under RAP 3.1 when a court of appeals dismisses its appeal in favor of settlement with a judgment creditor, and when the appeal contains determinations harmful to the appellant irrelevant to the settlement?

III. STATEMENT OF THE CASE

1. Trial Court Judgment and Appeal

On August 12 and September 10, 2014, the trial court entered judgments awarding plaintiff/respondent Nikolay E. Belikov ("Belikov") \$900,000 in attorneys' fees against the Huhses, and ownership of defendant/judgment creditor R-Amtech International, Inc. ("R-Amtech"); and an award in favor of R-Amtech against the Huhses of \$3,112,329.00 in damages. In addition to the \$4.1 million award, the judgment determines Al Huhs violated RPC 1.8(c), and as a civil remedy, orders the

Huhses to return to Belikov a real estate gift Belikov made to the Huhses. The judgments find the Huhses committed fraud and make vilifying determinations against the Huhses.

The Huhses appealed the judgment with the Court of Appeals. The Appeal was entirely defensive, as the Huhses did not seek to recover any damages from Belikov or R-Amtech in it. However, having insufficient financial resources, the Huhses were unable to post supersedeas security pursuant to RAP 8.1. Belikov commenced enforcement proceedings. On Belikov's motion, the trial court placed the Huhses in involuntary receivership pursuant to RCW 7.60.025, with the appointment of his selected receiver, whom he took responsibility for compensating.

Belikov and the receiver then entered into a "settlement agreement" whereby Belikov's judgment against the Huhses would be "settled" in exchange for the receiver, on behalf of the Huhses, dismissing the Appeal, and transferring ownership of the Huhses' real property consisting of their home ("the Mercer Island Property") to Belikov. The Huhses resisted this in response to the receiver's trial court motion, but the trial court issued its Order Authorizing Dismissal of Appeal.

2. Court of Appeals' Dismissal of Appeal

On June 3, 2015, the Huhses moved the Court of Appeals, pursuant to RAP 8.3, to stay enforcement of the Order Authorizing Dismissal of

Appeal pending its issuing a ruling on the Appeal.⁵ By the Ruling Denying an Emergency Stay and an Injunction dated June 12, 2015 (the “Commissioner’s Ruling”), the Court of Appeals’ Commissioner denied this motion, ruling that “[a] stay of the trial court’s decision requires a supersedeas bond or cash under RAP 8.1(b) or RAP 8.3.”⁶ The sole mention of law regarding a receiver’s authority to dismiss a judgment debtor’s appeal within the Commissioner’s Ruling is a footnoted citation to a 1909 Supreme Court decision.⁷ The Huhses then moved to stay enforcement of the Order Authorizing Dismissal of Appeal pending the Court of Appeals panel’s consideration of the Huhses’ RAP 17.7 motion to modify the Commissioner’s Ruling.⁸ As the only asset recovery from the Huhses Belikov seeks to make is the Mercer Island Property, the Huhses proposed that they deposit title to their home with the trial court’s registry as supersedeas pending the Court of Appeals’ consideration of the motion. The Commissioner granted that motion subject to the Huhses depositing the title with the trial court.⁹ The Huhses did so.

On July 7, 2015, the Court of Appeals concurrently denied the Huhses’ RAP 17.7 motion and granted Respondents’ RAP 18.2 Motion to

⁵ Appendix, Exhibit 4.

⁶ Appendix, Exhibit 5, at 11.

⁷ *Id.* at 10-11, citation to *Spencer v. Alki Point Trans. Co.*, 53 Wash. 77, 83, 101 P. 509 (1909).

⁸ Appendix, Exhibit 6.

⁹ Appendix, Exhibit 7.

Dismiss Appeal. The panel Orders state no explanation for the rulings beyond agreement with the Commissioner's Ruling. The Huhses remain aggrieved parties under RAP 3.1. They have been denied their right to appeal solely because they are unable to post supersedeas in an amount exceeding the value Belikov seeks to recover.

3. Receivership

Shortly after entry of judgment, Belikov moved the trial court to place the Huhses into involuntary receivership pursuant to RCW 7.60.025, with the appointment of his selected receiver, Matthew D. Green ("Receiver Green"). Belikov drafted, and the trial court signed without edit, the Order Appointing General Receiver dated January 23, 2015 ("the Receivership Order").¹⁰ The Receivership Order provides that Belikov is ultimately responsible for the receiver's fees and receivership costs.¹¹

The Receivership Order provides that "[t]he receivership property consists of real and personal property of Judgment Debtors wherever located (collectively, the "Property"), including, but not limited to, the following real and personal property ..."¹² The succeeding definitional examples of "Property" do not include the Huhses' right to appeal. The Receivership Order provides that the "Receiver shall have the rights,

¹⁰ Appendix, Exhibit 8.

¹¹ *Id.*, p. 11, para. 2.35.

¹² *Id.*, p. 2, para. 1.3.

powers and duties conferred by, and Receivership shall be administered in accordance with, RCW 7.60.005 - 7.60.300.¹³ Receiver shall comply with all applicable state and federal laws.”¹⁴ Only Belikov and R-Amtech filed RCW 7.60.210 proofs of claim in the receivership.

4. Receiver Green’s Collusion with Belikov

Perhaps because of the absence of specific law, Receiver Green breached his fiduciary duties to the Huhses and their estate; colluded with Belikov; and disregarded his neutrality as the trial court’s agent. On January 29, 2015, he seized and placed into storage virtually all of the Huhses’ personal belongings. He honored none of the Huhses’ statutory exemption claims,¹⁵ forcing the trial court to appoint a referee,¹⁶ and failed to make required court filings regarding inventories and monthly reports.

The vast majority of trial court and appellate motion practice regarding the receivership was undertaken not by Receiver Green, but by Belikov’s attorneys. Receiver Green has never consulted with the Huhses or their attorney regarding the Huhses’ interests, requests, positions, or arguments in the receivership. The Huhses first saw Belikov’s proposed

¹³ See discussion below regarding Receiver Green’s obligations under these statutes, and breach thereof.

¹⁴ *Id.*, p. 9, para. 2.22.

¹⁵ RCW 6.15.010.

¹⁶ Appendix, Exhibit 9, Trial Court’s Order Appointing Referee dated May 4, 2015.

“settlement” letter attached as “Exhibit F”¹⁷ to Receiver Green’s Motion for Order Authorizing Compromise of Claims (“Receiver Green’s Motion”) when their counsel was served with the motion on April 9, 2015.¹⁸

5. Receiver’s Motion to Enforce Compromise

Receiver Green’s Motion sought trial court authority for Receiver Green to accept a proposal from Belikov by which Belikov’s judgment against the Huhses would be settled in exchange for Receiver Green transferring ownership to Belikov of the Mercer Island Property (and other real estate); and Receiver Green dismissing the Appeal on behalf of the Huhses.¹⁹ The premise of Receiver Green’s Motion is that acceptance of settlement terms Belikov proposed are in the best interests of the receivership estate, as the Appeal has no merit, i.e., that “[t]he Receiver, as the holder of the Huhses’ claims on appeal, ... has determined that “the likelihood of a successful appeal and re-trial is small...”²⁰

¹⁷ Appendix, Exhibit 10.

¹⁸ See discussion below regarding a receiver’s duties to the estate.

¹⁹ Receiver Green’s Motion, Appendix, Exhibit 10, at 5. Receiver Green’s Motion also would require dismissal of purported legal action by the Huhses against Belikov in Costa Rica, but there is none.

²⁰ *Id.* at 9. Receiver Green, in league with Belikov’s attorneys, makes this self-serving conclusion without the benefit of experienced, disinterested appellate counsel, having never obtained the opinion of independent counsel regarding the strengths and weaknesses of the Appeal.

The Huhses opposed this motion, raising the same arguments presented herein and others.²¹ The trial court granted Receiver Green's Motion by the Order Authorizing Dismissal of Appeal,²² ruling as follows:

3. The Receiver has reviewed the issues that the Debtors have raised on appeal, and has concluded that even if the result was a re-trial to a jury, it is unlikely that the outcome would be any different given the Huhs' damaging testimony during their first trial that would be offered against them in a subsequent trial.

4. There would be considerable cost and delay to the Estate in pursuing an appeal of the trial court's ruling and would unlikely result in any tangible benefit to the Debtors.

7. The proposed settlement offer is fair and equitable to both sides and should be approved.²³

On these bases, the Order Authorizing Dismissal of Appeal approves the settlement terms Belikov proposed, and authorizes Receiver Green to dismiss the Appeal regardless of the Huhses' wishes to continue with it.

6. Appeal of Judgment

A summary of the points raised in the Appeal is attached in the Appendix at Exhibit 12.²⁴ Those points demonstrate that the trial court's observation that the Appeal, if successful, would lead to a new and

²¹ Appendix, Exhibit 11, Huhses' Response to General Receiver's Motion for Order Authorizing Compromise of Claim.

²² Appendix, Exhibit 3.

²³ *Id.* at 2-3.

²⁴ Belikov did not move to dismiss the Appeal as frivolous per RAP 18.9(c), or make mention in his appellate briefing that the Huhses' positions were so nonmeritorious as to not warrant review.

expensive trial, is incomplete. Three of the four primary bases of appeal, i.e., (1) the statute of limitations; (2) unavailability in law or equity of the relief the trial court awarded; and (3) the civil damages award for violation of RPC 1.8(c), if successful, would result in reversals of all or portions of the judgment. Only one basis, the trial court's denial of a jury trial, would result in a new trial. Even if a new trial is granted, Belikov would no longer have a judgment, and the receivership would necessarily end. In that event, there would be no concern about estate assets being expended inefficiently, as there would be no receivership estate.

7. Commissioner's Ruling and Panel's Agreement

The Commissioner denied the Huhses' RAP 17.4(b) motion on the ground the Huhses had not posted supersedeas security in the amount of the full judgment. By their second motion, the Huhses convinced the Commissioner that the proper supersedeas amount should be not the full judgment value, but the value Belikov hopes to acquire by way of the proposed settlement, i.e., the Mercer Island Property, which the Huhses posted.²⁵ However, the panel apparently disagreed.

IV. ARGUMENT

This petition is based on several lower court rulings presenting issues of law that have received little judicial attention in Washington, and

²⁵ Commissioner's Notation Ruling dated June 17, 2015, Appendix, Exhibit 7.

in some instances, are matters of first impression. It seeks review of the Court of Appeals' dismissal of an underlying appeal that addresses such fundamental issues as never-before-imposed civil liability for an alleged RPC violation; the denial of a jury trial; and whether ownership of a corporation may be established in equity. The Appeal's issues further address due process and a wide range of constitutional rights; as well as the intent and nature of the RPCs. The Appeal should be considered.

1. Acceptance of Review

At least to the extent no Washington law provides contrary guidance, the Court of Appeals' dismissal of the Appeal appears to be in direct derogation of a right to appeal the Huhses enjoy as a matter of court rule²⁶; and, by extension, statute.²⁷ The basis of the Court of Appeals' Ruling in that regard, i.e., that the Huhses must post full supersedeas of the full judgment in order for the Court of Appeals to stay enforcement, appears to violate the substance and spirit of RAP 8.1(b), which is designed only as a prerequisite to stay judgment enforcement, and not as a prerequisite to appeal. These points result from the Court of Appeals' interpretation of Rules of Appellate Procedure. As this Court adopts the

²⁶ RAP 2.2 and 2.2, providing for "[r]eview as a matter of right."

²⁷ RCW 2.04.200, providing that "[w]hen and as the rules of courts herein authorized shall be promulgated all laws in conflict therewith shall be and become of no further force or effect."

Rules of Appellate Procedure and interprets them differently, such violations conflict with a “decision” of the Supreme Court.²⁸

This Court should accept review based on public policy considerations that rise to the level of substantial public interests. The Court of Appeals’ rulings empower a plaintiff who obtained judgments against impecunious defendants to force his judgment debtors into involuntary receivership, and then force them to dismiss their defensive appeals as part of court-ordered settlements in the receivership. Absent contrary law, these and future similar rulings could enable and encourage powerful litigants to follow Belikov’s and Receiver Green’s actions. We might see future judgment debtors deprived of their appellate rights through receiverships.

The Court of Appeals’ Rulings, as well as the parties’ briefing, demonstrate there is a dearth of Washington law, particularly issued in the last several decades, governing the purpose of supersedeas and receivership. These subjects arise with sufficient frequency that the Court’s attention to them with this opportunity is warranted.

i. Appellate Courts’ Exclusive Appellate Authority

A forced settlement depriving the Huhses of their right to a defensive appeal, i.e., an appeal to *avoid* liability by reversing a judgment,

²⁸ As such, the violations are a proper subject of review under RAP 13(4)(b)(1).

would deprive the Huhses of due process. Per RCW 2.06.030, entitled, **General powers and authority--Transfers of cases--Appellate jurisdiction, exceptions—Appeals**, the appellate “court shall have exclusive appellate jurisdiction in all cases except [irrelevant exceptions].” By issuing the Order Authorizing Dismissal of Appeal, the trial court effectively reviewed the propriety of its own judgment, and issued a final determination that it was without merit.

A receiver’s power to dismiss an appeal against the wishes of a judgment debtor whose property he administers; and the Court of Appeals’ denial of the Huhses’ right to appeal, are issues of substantial public interest that this Court should consider. They apparently have not been addressed in Washington jurisprudence to date.

This matter presents the Court with an opportunity to define the nature and extent of receivership powers in a particularly compelling context. As the parties’ briefing and rulings from the trial and appellate courts demonstrate, very little Washington law, certainly issued in recent decades, governs the powers of receivers. The Court of Appeals’ dismissal of the Appeal at the trial court’s direction is a violation of the Huhses’ Constitutional right to due process, and is an issue of substantial public interest. It therefore is a basis for the Court to accept review under RAP 13.4(b)(3) and (4).

ii. Supersedeas is not a Prerequisite of Appeal

This matter also raises two concerns regarding supersedeas, a topic which, again, briefing and rulings demonstrate is the subject of minimal precedential authority: should courts of appeal require supersedeas (1) as a prerequisite of appeal, and not just as a stay of enforcement; and (2) in the full judgment amount when a judgment creditor seeks to recover less?

The Court of Appeals has ruled that a party's right to appeal is defeated by its failure to post supersedeas. This redefines the concept that "[p]osting a supersedeas bond protects the appellant from enforcement pending review" and "[a]t the same time, the bond protects the prevailing party's interests by ensuring that the real and personal property of the appellant is preserved during appeal to satisfy any judgment."²⁹ Requiring the Huhses to secure the full judgment value as a prerequisite of a stay of the proposed settlement is tantamount to requiring the Huhses to post full security to proceed with an appeal. The Court of Appeals apparently misconstrued the purpose of supersedeas, which is a defendant/appellant's temporary shield against judgment enforcement, and converted it into a plaintiff/respondent's sword to strike down an appeal.

Belikov no longer seeks to enforce the full amount of the judgment at all. Rather, he seeks only to enforce the terms of the proposed

²⁹ *Seventh Elect Church in Israel v. Rogers*, 34 Wn.App. 105, 660 P.2d 280 (1983).

settlement agreement which would include transfer to him only of real estate already secured by deposit of the title with the trial court. Belikov has defined the parameters of his interests by his proposed settlement and attempts to enforce it. Those interests do not include the judgment's full value. As the Court of Appeals has ruled, "[c]onsideration of the equities of the situation may also require conditioning the stay on the posting of a bond or the provision for some other form of security."³⁰ If security is required, it should be limited to the real estate Belikov seeks.

The Court of Appeals' dismissal of an appeal based on the Huhses' inability to post full judgment security is a violation of the Huhses' Constitutional right to due process, as well as rights under statutes and the RAPs as adopted by this Court. It also is an issue of substantial public interest. Very little law governs these points, which, as the instant matter demonstrates, could be pivotal to the preservation of a party's appellate rights. The requirement of supersedeas as a prerequisite of appeal therefore is a basis for the Court to accept review under RAP 13.4(b)(1), (3) and (4).

iii. Appellate Authority

As mentioned above, public policy should be considered before courts empower a judgment creditor to impose involuntary receivership on

³⁰ *Boeing Co. v. Sierracin Corp.*, 43 Wn.App. at 291-292.

a judgment debtor, and then force dismissal of the judgment debtor's appeal as part of a forced "settlement." A trial court has determined that an appeal should be dismissed on the basis it has no merit. The contemplated dismissal is being directed by a receiver in an involuntary receivership created, financed, and controlled by the judgment creditor.

Appeal is the exclusive domain of courts of appeal, and one that should be fastidiously protected to preserve the system's integrity. If trial courts, through their agents, receivers, may dismiss appeals based on unilateral conclusions an appellant's best interests would be served thereby, appellants lose the protection of the appellate system, and courts of appeal are usurped of their authority. This Court should accept review to avoid such circumstances, and to protect a substantial public interest, under RAP 13.4(b)(4).

iv. The Huhses Remain Aggrieved Parties under RAP 3.1

By seeking and obtaining the Order Authorizing Dismissal of Appeal, Receiver Green acquired for Belikov settlement consideration, i.e., his judgment no longer being subject to appeal. However, he left the Huhses aggrieved in ways unrelated to the "value" he bestowed on Belikov. In addition to deprivation of their right to appeal, the Huhses' rights are compromised in ways of no interest to Belikov. The best examples of this are (1) the trial court's findings of fraud and other

vilifying factual determinations that destroy the Huhses' credit and ability to earn subsistence; (2) uncertainty regarding the Huhses' right to a \$125,000 homestead exemption as provided by RCW 6.13; and (3) a finalized determination that Al Huhs violated RPC 1.8(c), which could result in bar sanctions or worse. The negative impacts of the trial and appellate courts' erroneous rulings impact the Huhses far more extensively than finalization of the monetary awards.

RAP 3.1 empowers only an "[a]ggrieved party to seek appellate review." This Court has "defined 'aggrieved party' as one whose personal right or pecuniary interests have been affected."³¹ These points are the subject of minimal Washington jurisprudence, and warrant defining law in the current context. They therefore are a basis for the Court to accept review under RAP 13.4(b)(3) and (4).

2. The Court of Appeals Erred in Denying the Huhses' RAP 8.3 Motion

Certain of this matter's specific circumstances present contextual support as to why review is warranted. The Appeal was dismissed based on the Court of Appeals' refusal to consider the Huhses' RAP 8.3 motion without full judgment supersedeas. RAP 8.3 provides: "... [T]he appellate court has authority to issue orders ... to insure effective and equitable review, including authority to grant injunctive or other relief to a party."

³¹ *State v. Taylor*, 150 Wn.2d 599, 603, 80 P.3d 605 (2003).

As the Order Authorizing Dismissal of Appeal prevents “effective and equitable review,” and immediately divests the Huhses of their rights, the Court of Appeals should have stayed it and enjoined any further proceedings. RAP 8.3 “authorizes an appellate court to stay a trial court order if the moving party can demonstrate that debatable issues are presented on appeal and that the stay is necessary to preserve the fruits of the appeal for the movant, after considering the equities of the situation.”³²

Receiver Green’s enforcement of the Order Authorizing Dismissal of Appeal would impose a severe inequity on the Huhses, as they would be totally deprived of their right to appeal. “In actual application of this theory, courts apply a sliding scale such that the greater the inequity, the less important the inquiry into the merits of the appeal. Indeed if the harm is so great that the fruits of a successful appeal would be totally destroyed pending its resolution, relief should be granted, unless the appeal is totally devoid of merit [citation omitted].”³³ The Court of Appeals apparently disregarded these concepts in favor of requiring full judgment supersedeas, notwithstanding the fact the full judgment no longer was at issue in the matter before it.

³² *Confederated Tribes of Chehalis Reservation v. Johnson*, 135 Wn.2d 734, 759, 958 P.2d 260 (1998) [citations omitted].

³³ *Boeing Co. v. Sierracin Corp.*, 43 Wn.App. 288, 291-292, 716 P.2d 956 (1986).

3. Receiver's Fiduciary Duties to Huhses

The trial court disregarded the parameters of receivership, such as a receiver's obligation, as the trial court's agent, to attend to the best interests of all concerned, including the Huhses. "A receiver is also said not to be an agent of any party to the action, but instead is a fiduciary who, as an officer and representative of the court, acts for the benefit of all persons interested in the property [citations omitted]. Under this view, a receiver is the court's agent, not that of the parties [citations omitted]."³⁴

Receiver Green is acting at Belikov's behest and control, to serve the interests only of Belikov. However, Receiver Green's duties extend also to the Huhses, who undeniably have an interest in the property of their estate. "[The receiver] is not the agent or representative of either party to the action, but is uniformly regarded as an officer of the court, exercising his functions in the interest of neither plaintiff nor defendant, but for the common benefit of all parties in interest."³⁵

Receiver Green's acting only for Belikov's benefit, and disregarding the Huhses' interests, is a derogation of his duties as a receiver, as "the general rule is that a receiver is not the exclusive agent or representative of either party to the suit in which he is appointed, and the

³⁴ AMJUR RECEIVERS § 87.

³⁵ *Suleiman v. Lasher*, 48 Wn.App. 373, 379, 739 P.2d 712 (1987) citing *Gloyd v. Rutherford*, 62 Wn.2d 59, 60-61, 380 P.2d 867 (1963).

receiver is not appointed for the benefit of any party, nor does he receive his authority from either party.”³⁶ The vintage of law cited in this section demonstrates how little judicial attention this subject has received in recent decades despite receivership’s continuing prominence in legal proceedings.

4. The Huhses’ Right to Appeal is Not Estate “Property”

The trial court did not properly give to Receiver Green control of the Huhses’ defensive appeal as “Property” of the estate. If the Appeal is not “Property,” then Receiver Green may not use it as a settlement bargaining chip, because it would not be within his control. Again, appeal of the judgment is not within the Order Authorizing Dismissal of Appeal’s definition of “Property.” RCW 7.60.005(9) defines the term as follows:

“Property” includes all right, title, and interests, both legal and equitable, and including any community property interest, in or with respect to any property of a person with respect to which a receiver is appointed, regardless of the manner by which the property has been or is acquired. “Property” includes any proceeds, products, offspring, rents, or profits of or from property in the estate. ...

This definition cannot be interpreted to include the right to litigate through defensive appeal a claim *against* the property of the estate. No authority holds appeal of an adverse judgment as property of an estate. RCW

³⁶ *Id.* at 378.

7.60.060(e) is stated in terms of a receiver's "power to assert rights, claims, or choses in action," but not defenses to claims.

V. CONCLUSION

This matter presents a rare opportunity for the Court to address a variety of matters that potentially affect the public interest in a variety of ways, and which have not been the subject of recent judicial attention. For the reasons presented above, the Huhuses respectfully petition the Court for review.

DATED this 27th day of July, 2015.

s/ Steven W. Block

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**IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION ONE**

NIKOLAY BELIKOV, a married individual; TECHNO-TM ZAO, a Russian closed joint stock company,
Respondents,
v.
MARYANN HUHS and ROY E. HUHS, JR., and the marital community thereof; R-AMTECH INTERNATIONAL, INC., a Washington corporation; TECHNO-TM, LLC, a Nevada limited liability company; and SUNCADIA PROPERTIES, LLC., a Nevada limited liability company,
Appellants.

No. 72334-1-1
ORDER LIFTING STAY AND GRANTING MOTION TO DISMISS APPEAL

Respondents, Nikolay Belikov and R-Amtech International, Inc., have filed a motion to dismiss this appeal under RAP 18.2 on the basis of a stipulation of the parties. Appellants Maryann and Roy Huhs have filed an answer, and respondents have filed a reply. We accept the stipulation and dismiss the appeal without an award of attorney fees or costs. The temporary stay entered June 17, 2015, is hereby lifted.

FILED
COURT OF APPEALS DIVISION
STATE OF WASHINGTON
2015 JUL -7 PM 4:17

Now, therefore, it is hereby
ORDERED that the temporary stay entered June 17, 2015, is lifted; and, it is further
ORDERED that the appeal is dismissed without award of attorney fees or costs.

Done this 7th day of July 2015.

COX, J.

Jau, J.

Dunne, J.

CERTIFICATE OF SERVICE

I hereby certify that I am a legal assistant at Foster Pepper PLLC and that on July 27, 2015, I filed this pleading with the Supreme Court and have served this via E-mail service by consent of parties and Receiver:

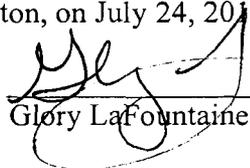
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I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Executed at Seattle, Washington, on July 24, 2015.



Glory Lafontaine

DEFENDANTS/APPELLANTS' PETITION FOR
REVIEW - 21

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Dear Clerk of the Court:

Attached is Appellants' Petition for Review of Ct. App's RAP 18.2 Order Dismissing Appeal which was filed with the Court of Appeals today.

Thank you

Glory LaFontaine for

Terri Quale

Legal Assistant to Chuck Nomellini, Steve Block, Brad Thoreson, and Marco Magnano

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