

25A1171
No. 25-1171

Supreme Court, U.S.
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In the
Supreme Court of the United States

BRYAN S. PEREZ AND LINDA QUACH,
AND ANY COMMUNITY ASSETS PURSUANT TO ANY
COMMITTED INTIMATE RELATIONSHIP,

Petitioners,

v.

MARY PELENTAY, INDIVIDUALLY AND A TRUSTEE OF THE QUACH
LIVING TRUST U/T/I AUGUST 27, 2021,

Respondent.

On Petition to the Court of Appeals of the State of
Washington, Division One

APPLICATION FOR EMERGENCY STAY OF MANDATE PENDING
DISPOSITION OF PETITION FOR WRIT OF CERTIORARI

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April 20, 2026

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QUESTIONS PRESENTED IN THIS APPLICATION FOR STAY

- 1- If granting this stay harms the respondent in any way
- 2- Will denial of this stay cause irreparable harm to the petitioners.

QUESTIONS PRESENTED IN THE WRIT OF CERTIORARI

- 1- Whether the Fourteenth Amendment's Due Process Clause permits a State to permanently extinguish recorded fee-simple title through a trust-and-estate proceeding resolved on summary judgment when the statutory vehicle and pleadings did not provide notice reasonably calculated to apprise deed holders that vested inter vivos title would be adjudicated and terminated, and when the deed holders were denied a meaningful opportunity to litigate quiet title before deprivation.
- 2- Whether the Fourteenth Amendment's Due Process Clause is violated when a state court applies an unexpected and indefensible reworking of settled deed-construction principles—including the four-corners rule and the rule construing ambiguities against the grantor—to invalidate facially unconditional inter vivos deeds based on post-execution extrinsic statements attributed to a deceased grantor.

PARTIES TO THE PROCEEDINGS

Petitioners and Appellants-Respondents below

- Bryan S. Perez
- Linda Quach
- Any Community Assets Pursuant to Any Committed Intimate Relationship

Respondents and Respondent-Petitioner below

- Mary Pelentay, Individually and as Trustee of the Quach Living Trust

LIST OF PROCEEDINGS

Washington Court of Appeals, Division One No. 86535-8-I
In the Matter of the Estate of: Quach Living Trust, Mary Pelentay, et al.,
Respondent, v. Bryan Perez, et al., Appellants.
Order Denying Stay of Mandate Pending US Supreme Court: March 11, 2026

US Supreme Court No. 25-1171
In the Matter of the Estate of: Quach Living Trust Petitioner (Bryan Perez
and Linda Quach) filed Writ of Certiorari on April 6, 2026 and received case
number on April 13, 2026

Supreme Court of Washington No. 104602-2
In the Matter of the Estate of: Quach Living Trust Order Denying Review:
January 7, 2026

Washington Court of Appeals, Division One No. 86535-8-I
In the Matter of the Estate of: Quach Living Trust, Mary Pelentay, et al.,
Respondent, v. Bryan Perez, et al., Appellants.
Opinion: June 30, 2025

Washington Superior Court, King County No. 23-4-03951 KNT
In re: Quach Living Trust. Mary Pelentay, et al.,
Petitioner, v. Bryan Perez, et al., Respondents.
Judgment: March 6, 2024
(Hearing was held on March 5, 2024)

<u>TABLE OF CONTENTS</u>	
SUBJECT	PAGE
QUESTIONS PRESENTED.....	ii
PARTIES TO THE PROCEEDINGS.....	iii
LIST OF PROCEEDINGS.....	iv
TABLE OF CONTENTS.....	v
TABLE OF AUTHORITIES.....	viii
RELIEF REQUESTED.....	1
IRREPARABLE HARM.....	1
BRIEF BACKGROUND.....	2
OPINIONS BELOW.....	5
JURISDICTION.....	5
CONSTITUTIONAL PROVISIONS INVOLVED.....	6
STATEMENT OF THE CASE.....	6
1. The Deeds, Consideration, and Vesting of Title Before Trust Creation	8
2. The TEDRA Proceeding and the Retroactive Invalidation of Deed	9
3. The Denial of Counterclaim/Amendment as a Process Defect in a Title-Stripping Proceeding	10
4. The Decision Below.....	10

<u>TABLE OF CONTENTS (Cont.)</u>	
<u>SUBJECT</u>	<u>PAGE</u>
REASONS FOR GRANTING THE PETITION FOR WRIT OF CERTIORARI	11
I. A State Court Violates the Fourteenth Amendment When It Uses a Trust- and-Estate Dispute Statute to Extinguish Vested <i>Inter vivos</i> Title on Summary Judgment While Denying a Meaningful Opportunity to Litigate Title.....	12
A. Governing Constitutional Standard.....	13
B. The Procedures Employed Created an Unacceptable Risk of Erroneous Deprivation.....	15
C. Rule 10 Grounds for Review.....	23
II. A State Court Violates the Fourteenth Amendment When It Retroactively Redefines Settled Deed-Construction Rules to Invalidate Unconditional Conveyances Based on Post-Execution Extrinsic Statements.....	24
A. The Decision Below Departs from One of the Oldest and Most Settled Rules of American Property Law.....	24
B. Due Process Was Violated When Construction Rules Were Inverted.....	26
C. The Nullification of Vested Title Through an Unforeseeable Application of Construction Principles Violates Due Process.....	27
D. Rule 10 Grounds for Review.....	28
CONCLUSION.....	29

<u>TABLE OF CONTENTS (Cont.)</u>		
<u>APPENDIX TABLE OF CONTENTS OPINIONS AND ORDERS</u>		
<u>Order or Opinion</u>	<u>Date</u>	<u>Page</u>
Order, Court of Appeals Denial Stay of Judgment.....	March 11, 2026....	1a
Order, Supreme CT Denying Petition for Review.....	January 7, 2026...	2a
Opinion, Court of Appeals of State of WA, Division One	June 30, 2025.....	3a
Order, Superior Court Granting Petitioners Motion for Summary Judgment.....	March 5, 2024.....	23a
Order, Superior Court Granting Stay of Judgment pending Washington Appellant Process.....	May 21, 2024.....	31a
<u>WARRANTY DEEDS SIGNED IN FRONT OF NOTARY BY GRANTOR</u>		
Statutory Warranty Deed.....	July 24, 2021	36a
Statutory Warranty Deed (effective date Aug 21, 2021).	Aug 16, 2021	37a

TABLE OF AUTHORITIES	
CASES	PAGES
Armstrong v. Manzo, 380 U.S. 545 (1965).....	15,18,21,23
Bender v. Fromberger, 4 U.S. (4 Dall.) 436 (1806).....	25
BMW of North America, Inc. v. Gore, 517 U.S. 559 (1996).....	17
Boddie v. Connecticut, 401 U.S. 371 (1971).....	14,18
Bouie v. City of Columbia, 378 U.S. 347 (1964).....	16,17,27
Bush v. Cooper’s Administrator, 59 U.S. 82(1856).....	25
Cleveland Board of Education v. Loudermill, 470 U. S. 532 (1985).....	22
Connecticut v. Doehr, 501 U.S. 1 (1991).....	14
Foman v. Davis, 371 U.S. 178 (1962).....	22
Fuentes v. Shevin, 407 U.S. 67 (1972).....	15,21,27
Lassiter v. Department of Social Svcs., 452 U.S. 18 (1981).....	13
Lessee of Ewing v. Burnet, 36 U.S. (11 Pet.) 41 (1837).....	26
Logan v. Zimmerman Brush Co., 455 U.S. 422 (1982).....	19,22
Mathews v. Eldridge, 424 U.S. 319 (1976).....	14,20,21,23
Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306 (1950).....	13,18
Proprietors of Charles River Bridge v. Proprietors of Warren Bridge, 36 U.S. (11 Pet.) 420 (1837).....	25

TABLE OF AUTHORITIES cont.	
CASES	PAGES
Santosky v. Kramer, 455 U.S. 745 (1982).....	14
Scott v. McNeal, 154 U.S. 34 (1894).....	19
Tulsa Professional Collection Services, Inc. v. Pope, 485 U.S. 478 (1988).....	14,16
United States v. James Daniel Good Real Property, 510 U.S. 43 (1993).....	13,17,22,27
Van Rensselaer v. Kearney, 52 U.S. (11 How.) 297 (1850).....	25
OTHER AUTHORITIES	
CONSTITUTIONAL PROVISIONS U.S. Const. Amend. XIV.....	5,12,13,16 23,24,29
STATUTES 28 U.S.C. § 1257(a) 1 Wash. Rev. Code § 11.96A.020...	5
JUDICIAL RULES Sup. Ct. R. 10(c).....	12,23,28
JUDICIAL RULES Sup. Ct. R. 23.....	4
WA CT Rules for Appellate Procedure (RAP) 12.6	4
Trust and Estate Dispute Resolution Act (TEDRA) Ch 11.96A RCW.....	3,5,7,9,10,12 13,15-20

**TO THE HONORABLE ELENA KAGAN, ASSOCIATE JUSTICE OF THE
SUPREME COURT AND CIRCUIT JUSTICE FOR THE NINTH CIRCUIT:**

RELIEF REQUESTED

The petitioners are requesting Honorable Elena Kagan to grant this motion requesting a stay of mandate pending US Supreme Court review of writ of certiorari, and extend the stay order conditions already published by the Superior Court issued on May 22, 2024 (App.31a). Mr. Perez paid off the outstanding loans on the property which were over \$353,000, and the superior court stated that would more than take care of costs, attributed to the court actions, not requiring a bond.

IRREPARABLE HARM

The Respondents intent is to sell the home as soon as possible and divide the proceeds up between three entities, to which none of them paid off any loans or took care of the liens on the home. Although, Mr. Perez (petitioner), paid off the loans and cleared title and all liens on the property.

No party will suffer harm by granting a stay of mandate, although, the petitioners will suffer irreparable harm if the stay is not granted and the respondent sells foresaid property and divides up the proceeds. This will mean the property and all proceeds will be lost forever. Mr. Perez and Lindas plan was to have this property as their Washington State retirement home and now will be lost forever if sold, by Respondent Mary Pelentay. Out of fear the appellants have moved nearly all of their personal belongings into storage, costing storage fees, and

more, due to threats of additional costs and fear the court will grant those fees. Now, Linda Quach, is homeless with her small dog. Petitioners put all of their money when they sold their Kent house into this home, because of a lawful deed they got from deceased, prior to passing.

In fact, if the US Supreme Court refuses to hear the case or fails to reverse the lower court, respondent will be in a better place than when they filed a claim due to the ever-increasing property inflation in King County Washington.

BRIEF BACKGROUND

Mr. Perez is saddened by the events that took place in the Washington Court system to which he has served the justice system for so many years. He hopes that the United States Supreme Court will make a wrong, right. Mr. Perez has followed orders flawlessly by serving in the Army National Guard and Active duty for over 38 years and as a Police Officer since Jan 2002. He holds a Top-Secret Security Clearance through the Department of War. He Has served as an Inspector General in Joint Operations with the Department of War. You cannot have the above positions without being of high character and values. He takes those positions seriously as to be honest and fair, as well as protecting everyone equally. He lives by this quote everyday every minute of his life, "The time is always right to do what is right." (MLK) Mr. Perez has never had his integrity or character questioned in this manner, until now.

Betty Quach (now deceased) and Petitioner Perez entered into an agreement

over residential property. This agreement was between both of them and no one else. Betty Quach was the sister of Linda Quach (Petitioner). Betty and Mr. Perez agreed to the deeds verbiage which followed specific guidelines of deeds to be valid, and Washington State Law. There was no ambiguity, no conditions, and the deeds were delivered with one deed stating when the effective date would take place.

Betty signed the two deeds in front of a notary (App.36a and 37a). Betty and Mary Pelenty (Respondent) worked on a trust to which the property was allegedly transferred. The problem was the deeds were signed delivered and effective date was prior to the trust construction, giving title to Mr. Perez, prior to the trust creation. Further, Mary was to get 1/3 of the proceeds after the property is sold, which is why it is important to Mary to gain the property. Mary was made aware of the deeds and still stated she was the owner due to the trust. Mary hired a lawyer and they filed a Trust Estate Dispute Resolution Act (TEDRA) claim. The lower court ruled in their favor through summary judgment, and the Washington Court of Appeals affirmed and Washington Supreme Court denied petition for review. The petitioners were not given proper due process, which will be explained more clearly in the following application, to include the Washington State Courts did not follow the long standing four corner doctrine.

Petitioners requested a stay of judgment from the Washington State King County Superior Court and was granted on May 22, 2024 pending appeals process in the State of Washington (App.31a). On January 7, 2026 the Washington Supreme Court denied the petition for review, (App.2a) which will end the stay as

soon as the mandate is published. The petitioners have not seen the mandate as of mailing this application for stay, it is set to be released any day.

Washington State Court Rules for Appellate Procedures (RAP) 12.6 states, “...the appellate court will not stay issuance of the mandate for the length of time necessary to secure a decision by the United States Supreme Court on any application for review....”

Petitioners after conducting some research discovered that the US Supreme Court Rule 23 requires a denial request at the lower courts before asking US Supreme Court for a stay. Petitioners requested a stay through the Washington State Court of Appeals Division One and it was denied due to RAP 12.6 on March 11, 2026 (App.1a).

Petitioners due to overwhelming cost to file court papers are filing this stay as pro se. This application is being filed after the writ petition was filed and docket number was issued.

The petitioners are asking for the emergency stay in an attempt to beat the mandate issuances and reduce burdensome for the Washington Court and all parties involved, to include safeguarding their home and if granted move back in. Petitioners are causing burdensome on others in an already crowded environment, as well as reduce their living expense.

OPINIONS BELOW

The Washington Court of Appeals, Division I entered its opinion on June 30, 2025. (App.3a). That decision affirmed the partial summary judgment and attorneys fee award of the King County Superior Court. (App.23a). These opinions were not designated for publication.

JURISDICTION

The judgment of the Washington Court of Appeals was entered on June 30, 2025. (App.3a) The Washington Supreme Court denied a petition for review on January 7, 2026. (App.2a). This Court has jurisdiction under 28 U.S.C. § 1257(a). The petition for a writ of certiorari was filed on April 6, 2026 which was timely because it was filed within 90 days of the denial of review.

Petitioners timely invoke this Court's jurisdiction because the state-court judgment finally extinguished Petitioners' asserted fee-simple title and necessarily decided Petitioners' Fourteenth Amendment due process claims regarding notice and a meaningful opportunity to be heard before permanent deprivation of real property.

Petitioners expressly raised their Fourteenth Amendment due process arguments in the Washington Court of Appeals and in their Petition for Review to the Washington Supreme Court. Petitioners argued that the TEDRA proceeding could not constitutionally be used to extinguish vested *inter vivos* deed title, that

summary judgment improperly resolved disputed issues of intent and delivery, and that denial of amendment deprived them of a meaningful opportunity to litigate quiet title before permanent deprivation. The Court of Appeals squarely rejected those arguments. The federal due process questions were therefore timely raised, pressed, and passed upon below.

CONSTITUTIONAL PROVISIONS INVOLVED

U.S. Constitution, Amendment XIV, § 1

No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

STATEMENT OF THE CASE

On April 6, 2026 petitioners Bryan S. Perez and Linda Quach filed Writ of Certiorari seeking review of a Washington judgment that permanently extinguished recorded, inter vivos fee-simple title without trial by routing a deed-validity dispute through a trust-and-estate proceeding. The Washington courts invalidated facially unconditional deeds based on post-execution extrinsic statements attributed to a deceased grantor and denied Petitioners a meaningful opportunity to litigate quiet title before deprivation. The result was the extinguishment of fee-simple ownership without trial and through a procedural vehicle designed for trust administration rather than adverse title litigation.

The decision below both (i) employed procedures that denied Petitioners a meaningful opportunity to litigate title and assert counterclaims before deprivation, and (ii) applied an unforeseeable, retroactive reworking of settled deed-law principles by treating unconditional conveyances as “conditional” based on extrinsic, post-execution statements attributed to a deceased grantor.

Respondent initiated this matter by filing a pleading styled as a “TEDRA Petition to Claim and Distribute Asset on Behalf of Trust,” invoking Washington’s Trust and Estate Dispute Resolution Act (“TEDRA”), Chapter 11.96A RCW, as the governing statutory vehicle. The petition framed the controversy as one “concern[ing] the disposition” of property the trustor allegedly intended to be distributed under the Quach Living Trust and “Letters of Last Wishes,” and repeatedly characterized the dispute as involving assets or “property interest passing at death.” It further alleged that “multiple deeds, including Transfer on Death Deeds,” had “clouded the title.” In that posture, the petition asserted claims captioned “quiet title” and “ejectment” while grounding its quiet-title theory largely on post-execution writings and an asserted failure of consideration—i.e., that the recorded statutory warranty deed should be treated as invalid because Perez supposedly did not prove payment of the recited \$50,000.

In operation, however, the case functioned not as a conventional quiet-title action adjudicating inter vivos conveyances under ordinary title-litigation safeguards, but as a trust-and-estate dispute proceeding used to unwind completed lifetime deeds and permanently divest Petitioners of recorded fee-simple title.

Petitioners maintained throughout that if the inter vivos deeds were valid, the property never entered any trust and could not be recovered through trust administration; the threshold question was deed validity and title vesting, not trust distribution. Nevertheless, the Washington courts resolved the dispositive issues on summary judgment and, in the process, treated facially unconditional inter vivos deeds as “conditional” by relying on post-execution extrinsic statements attributed to a now-deceased grantor and conveyed through third parties—without a trial and while denying Petitioners a meaningful opportunity to plead counterclaims and fully litigate title before permanent deprivation.

1. The Deeds, Consideration, and Vesting of Title Before Trust Creation

This case arises from the conveyance of real property located at 426 S. 193rd Street, Des Moines, Washington. On July 24, 2021, the grantor executed and notarized deeds conveying the property to Petitioner Perez (App.36a). The deeds are facially unconditional, recite consideration, and satisfy Washington statutory formalities for conveyances. Petitioners physically possessed the executed deeds and relied on the conveyances by paying substantial consideration, including paying off the mortgage (over \$353,000) and undertaking financial obligations consistent with ownership.

On August 16, 2021, the grantor executed and notarized a further warranty deed to Perez, with an effective date of August 21, 2021 (App.37a). This deed, too, is facially unconditional and recites consideration, and it predates the creation of any trust instrument relied upon by Respondent. Petitioners’ position throughout is

that, at the time of these inter vivos conveyances, title vested under settled deed-law rules governing execution, acknowledgment, and delivery.

After these deeds, on August 27, 2021, the grantor created a trust and executed a transfer-on-death deed (TODD) naming the trust as beneficiary. Petitioners contend that because title had already vested in Perez through the prior deeds, the grantor no longer held a transferable interest that could be redirected to a trust via a later TODD.

2. The TEDRA Proceeding and the Retroactive Invalidation of Deeds

Respondent Mary Pelentay, individually and as trustee of the Quach Living Trust, pursued relief through a TEDRA action in Washington Superior Court, styling the dispute as a trust matter seeking recovery of property “alleged” to have passed to the trust at death. Petitioners maintained that the case was not a trust administration controversy at all because the operative conveyances occurred during the grantor’s lifetime, before trust creation, through deeds satisfying statutory formalities. On Petitioners’ account, if the deeds were valid, the property never entered the trust and the core legal question is deed validity and title vesting, not trust administration.

Despite the deeds’ facial validity and the timing of the conveyances, the Washington courts treated the dispute as a TEDRA matter and upheld a result invalidating the deeds based on extrinsic evidence and post-execution communications attributed to the deceased grantor and conveyed through third parties. Critically, the TEDRA action did not give notice it was seeking to unwind

completed inter vivos conveyances—so Petitioners had no constitutionally fair warning that the proceeding would operate as a mechanism to forfeit vested deed title.

Petitioners consistently argued that this method of decision-making displaced settled deed-law expectations—particularly rules limiting contradiction of unambiguous instruments and the presumption arising from possession and delivery—and retroactively transformed completed conveyances into “conditional” transactions without conditions appearing on the face of the deeds.

3. The Denial of Counterclaim/Amendment as a Process Defect in a Title-Stripping Proceeding

Petitioners further sought to assert counterclaims and defenses in response to the TEDRA petition. They moved to amend multiple times and contend the trial court denied leave based on technical pleading defects, rather than substantive prejudice or futility, in a proceeding that ultimately divested them of vested real-property title. Petitioners contend this procedural handling—coupled with the court’s use of TEDRA posture to adjudicate adverse title—deprived them of a meaningful opportunity to fully present their claims and defenses in a title-stripping case.

4. The Decision Below

The Court of Appeals affirmed summary judgment in favor of respondent and held that the TEDRA proceeding properly encompassed adjudication of the disputed deeds. The court concluded that the matter fell within the scope of RCW 11.96A as involving questions “arising in the administration of an estate or trust” because it

was brought by the trustee “for the recovery of property alleged to have passed to the Quach Living Trust upon Betty’s death,” and was therefore “a trust matter.” It rejected Petitioners’ contention that the case required full adjudication as a conventional title action.

On the merits, the court held that no genuine issue of material fact existed as to the validity of the inter vivos conveyances. Although the statutory warranty deed was facially executed and recorded, the court concluded that summary judgment was proper because “there was no genuine issue of material fact as to Betty’s lack of intent to deliver the deeds to Perez.” Relying on post-execution statements reflected in the “Letters of Last Wishes” and related communications, the court concluded that the deed did not effectuate a completed transfer of title and affirmed its nullification.

The Court of Appeals further upheld dismissal of Petitioners’ counterclaims and denial of amendment, concluding that additional pleading would not alter the dispositive analysis. In doing so, the court effectively permitted permanent extinguishment of recorded fee-simple title through summary judgment within a trust-and-estate proceeding.

The Washington Supreme Court denied review.

REASONS FOR GRANTING THE PETITION

Petitioners filed a petition on April 6, 2026 and respectfully requested that this Court grant certiorari to review a state-court judgment that extinguished vested inter vivos real-property ownership created by facially valid, executed,

acknowledged, and delivered deeds, and that did so through a retroactive reinterpretation of settled deed-construction principles and through procedures that denied a meaningful opportunity to litigate title before deprivation. The decision below raises substantial federal constitutional questions under the Fourteenth Amendment's Due Process Clause.

This petition warrants review under Supreme Court Rule 10(c) because it presents an exceptionally important federal question concerning the minimum procedural safeguards the Fourteenth Amendment requires before a State may permanently extinguish recorded fee-simple title through a trust-and-estate dispute proceeding. The decision below also warrants review because it departs from this Court's settled due process requirements for notice and a meaningful opportunity to be heard before permanent deprivation of property.

The Questions Presented are addressed in order.

I. A State Court Violates the Fourteenth Amendment When It Uses a Trust-and-Estate Dispute Statute to Extinguish Vested Inter vivos Title on Summary Judgment While Denying a Meaningful Opportunity to Litigate Title

The decision below extinguished petitioners' vested fee-simple title—acquired through facially valid, executed, acknowledged, and delivered inter vivos deeds—without the procedural safeguards the Constitution demands before permanent deprivation of real property. That result occurred in a trust-and-estate proceeding that (i) provided no fair notice—either from the TEDRA pleadings or from TEDRA's trust-administration pur-*pose*—that Petitioners could lose vested deed title to their home through this proceeding, (ii) resolved sharply disputed issues of intent and

delivery on summary judgment by crediting extrinsic post-execution statements from a now-deceased grantor, and (iii) denied petitioners any meaningful chance to assert counter-claims for quiet title or amend their pleadings to litigate the merits.

The constitutional defect lies in the combination of procedures employed: Washington used a trust-and-estate dispute vehicle to effectuate a final divestiture of recorded fee-simple title without constitutionally adequate notice that title was at stake and without a meaningful merits forum to litigate title before deprivation became final.

A. Governing Constitutional Standards

Under the Fourteenth Amendment, our Constitution imposes on the States the standards necessary to ensure that judicial proceedings are fundamentally fair. *Lassiter v. Department of Social Svcs.*, 452 U.S. 18, 34 (1981). The Fourteenth Amendment provides that “No State shall . . . deprive any person of life, liberty, or property, without due process of law.” This Court has long held that the Due Process Clause protects vested property interests from arbitrary or procedurally inadequate deprivation, and a primary concern is the fairness and adequacy of the procedures by which the State deprives a person of a protected property interest. See *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 313 (1950); *United States v. James Daniel Good Real Property*, 510 U.S. 43, 53 (1993) An essential principle of due process is that a deprivation of life, liberty, or property “be preceded by notice and opportunity for hearing appropriate to the nature of the case.” *Id.*

At the heart of this case is the procedures of Chapter 11.96A RCW. When one private party invokes state processes to seize or nullify another's property, the State's involvement is "substantial enough to implicate the Due Process Clause" and require notice and a meaningful opportunity to be heard before permanent deprivation. *Tulsa Professional Collection Services, Inc. v. Pope*, 485 U.S. 478, 486 (1988); see *Connecticut v. Doebr*, 501 U.S. 1, 11 (1991) (held that a state statute authorizing the prejudgment attachment of real estate without prior notice or hearing . . . did not satisfy due process requirements). In this regard, "a statute . . . may be held constitutionally invalid as applied when it operates to deprive an individual of a protected right although its general validity as a measure enacted in the legitimate exercise of state power is beyond question." *Boddie*, 401 U.S. at 379.

Mathews v. Eldridge supplies the governing frame-work for assessing whether procedures are constitution-ally sufficient. 424 U.S. 319, 335 (1976). Under *Mathews* due process requires consideration of: (1) the private interest affected; (2) the risk of erroneous deprivation through the procedures used and the value of additional safeguards; and (3) the government's interest. This Court has recognized that heightened procedural safeguards are required where the private interest is weighty and the risk of error substantial. See *Santosky v. Kramer*, 455 U.S. 745, 756 (1982).

The private interest here—vested ownership of real property—implicates the core of due process protection, and the procedures used created an unusually high risk of error given the combination of (i) summary judgment resolution of intent and

delivery issues, (ii) reliance on post-execution narratives to override unconditional instruments, and (iii) restrictions that prevented Petitioners from fully litigating title through counterclaims and amendment.

B. The Procedures Employed Created an Unacceptable Risk of Erroneous Deprivation

This case involves the most severe civil deprivation a court can impose with respect to property: the permanent nullification of claimed fee-simple ownership. Petitioners were not subjected to a temporary restraint or a regulatory limitation; the state courts declared their claimed title void. This Court has repeatedly emphasized that due process exists to protect persons from arbitrary or mistaken deprivations of property and to ensure that the State employs fair decision-making before it takes property away. See *Fuentes v. Shevin*, 407 U.S. 67, 81–82, 86 (1972); *Armstrong v. Manzo* 380 U.S. 545, 552 (1965). When the deprivation concerns vested real property, the constitutional demand for meaningful process is at its apex.

First, the application of Chapter 11.96A RCW to extinguish vested inter vivos title violates due process because it did not give constitutionally adequate notice that Petitioners' recorded fee-simple deed title would be adjudicated and extinguished. The Court of Appeals rejected Petitioners' contention that the case was not properly a trust matter, stating that the issue was within TEDRA because it was brought by a trustee for recovery of property "alleged to have passed to the Trust."

Second, the trial court granted summary judgment invalidating the deeds

and extinguishing claimed fee title without analyzing the August 21 deed, treated unconditional deeds as “conditional,” and relied on post-execution statements attributed to the decedent.

Third, Petitioners sought to assert counterclaims and amend. Where the consequence is extinguishment of vested title, denial of a fair pleading pathway magnifies constitutional risk—especially where the denial turns on technical defects rather than the kind of pre-judice/futility analysis that preserves merits adjudication—preventing the meaningful adjudication of substantive rights.

Petitioners do not seek federal error correction of Washington procedure; they challenge the adequacy of the procedure as applied, given the magnitude of the interest at stake and the risk of erroneous deprivation created by the combination of truncated pleading, summary adjudication of disputed intent, and use of a trust proceeding as the vehicle for extinguishing inter vivos deed title.

1. TEDRA Provided No Fair Notice That It Could Be Used to Extinguish Vested Inter Vivos Title, and the Procedures Used Were Constitutionally Inadequate in Operation

Due process is violated when a State deprives a person of property through an unforeseeable procedural pathway that fails to provide fair notice of the nature and stakes of the proceeding. *Bouie v. City of Columbia*, 378 U.S. 347, 354 (1964). Judicial constructions that are “unexpected and indefensible by reference to the law which had been expressed prior to the conduct in issue” deny the fair warning the Fourteenth Amendment requires. *Id.* Moreover, when private parties invoke state procedures with the overt, significant assistance of state officials, the resulting

deprivation constitutes state action subject to due process constraints. *Tulsa Prof'l Collection Servs., Inc. v. Pope*, 485 U.S. 478, 486 (1988).

Significantly, “[e]lementary notions of fairness enshrined in our constitutional jurisprudence dictate that a person receives fair notice not only of the conduct that will subject him to punishment, but also of the severity of the penalty that a State may impose.” *BMW of North America, Inc. v. Gore*, 517 U.S. 559, 574 (1996)

Petitioners’ contention is that a deed holder who acquired and relied upon facially valid inter vivos conveyances had no fair reason to anticipate that those rights could be extinguished through a trust-and-estate dispute mechanism in a manner that functionally denied ordinary title-litigation safeguards. Bouie’s fair-warning principle reinforces the core procedural due process problem: the State used procedures that, in operation, were not meaningfully adequate to the deprivation imposed.

The Washington courts’ application of TEDRA, Chapter 11.96A RCW, to extinguish petitioners’ vested inter vivos title presents pragmatic and systematic due-process violation as applied. TEDRA (Chapter 11.96A RCW) furnished no fair notice that it could be transformed into a mechanism for extinguishing pre-trust inter vivos deeds. Cf. *Good*, 510 U.S. at 53 (stressing that due process’s purpose is ‘to protect [one’s] use and possession of property from arbitrary encroachment—to minimize substantively unfair or mistaken deprivations’).

TEDRA is expressly limited to disputes “concerning the administration and

distribution of trusts [and] estates.” Wash. Rev. Code § 11.96A.020. Nothing in its text or structure warns deed holders that completed, statutorily compliant lifetime conveyances executed before any trust existed could later be undone through summary proceedings styled as trust litigation.

The petition framed the controversy as a dispute over “property interest passing at death” and “distribution” under TEDRA, not as an adverse-title action seeking to unwind completed inter vivos conveyances. As applied, the procedure therefore failed to provide notice “reasonably calculated” to apprise Petitioners that their recorded fee-simple deed title would be adjudicated and terminated in that forum. *Mullane*, 339 U.S. at 314.

When the State channels a property deprivation through a procedural vehicle that, in operation, deprives the affected party of the ordinary ability to litigate title, due process is implicated at its most basic level. See *Mullane*, 339 U.S. at 313; *Armstrong*, 380 U.S. at 552. And where the State effectively monopolizes the forum and process for adjudicating the property right, due process requires that the forum be meaningfully available in practice, not illusory. See *Boddie v. Connecticut*, 401 U.S. 371, 377–78 (1971).

Petitioners contend that Chapter 11.96A RCW (TEDRA) did not give fair warning that it could be used to nullify completed inter vivos deeds executed, acknowledged, delivered, and relied upon before a trust existed, and that its application as a title-extinguishment mechanism was unforeseeable in operation.

Due process is not satisfied when the proceeding that divests property is one where the affected owner had no constitutionally meaningful notice that his property rights would be adjudicated and terminated through that vehicle. *Scott v. McNeal*, 154 U.S. 34 (1894). Here, as in *Scott*, Washington used a trust-and-estate dispute mechanism to accomplish a final divestiture of land, yet Petitioners had no fair warning from the TEDRA posture and pleadings that their vested inter vivos deed title would be adjudicated and extinguished, and they were denied a meaningful opportunity to litigate title before deprivation became final.

Petitioners, having relied on facially valid deeds that predated the trust by weeks, had no reason to anticipate that their title would be adjudicated and extinguished in a forum designed for trust administration rather than adverse-title litigation.

In addition, due process minima are matters of federal constitutional law, not matters left to state characterization. As *Logan v. Zimmerman Brush Co.* explains, “minimum [procedural] requirements [are] a matter of federal law,” and “are not diminished by the fact that the State may have specified its own procedures that it may deem adequate.” 455 U.S. 422, 432 (1982) (quotation in original). Significantly, the state statute “may not constitutionally authorize the deprivation of such an interest, once conferred, without appropriate procedural safeguards [T]he adequacy of statutory procedures for deprivation of a statutorily created property interest must be analyzed in constitutional terms.” *Id.*

That principle applies with special force where, as here, the state court's approach (i) expands a statutory dispute-resolution framework beyond its apparent scope and (ii) uses that expanded framework to extinguish vested title.

Here, a deed holder who acquired title through facially valid inter vivos deeds had no fair notice that title could later be extinguished through trust litigation. Viewed in operation, TEDRA created an unacceptably high risk of erroneous deprivation of vested fee-simple title. That result cannot survive constitutional scrutiny under *Mathews*.

2. Disputed Issues of Intent and Delivery Were Resolved on Summary Judgment in a Title-Extinguishment Context

The Washington courts resolved sharply contested questions of donative intent and delivery on partial summary judgment by crediting third-party accounts of the deceased grantor's later "intent." The Court of Appeals expressly held that "there was no genuine issue of material fact as to Betty's lack of intent to deliver the deeds," and that "the undisputed evidence shows that Betty did not have the intent to deliver the July 24 deeds."

Intent and delivery are quintessentially factual, credibility-laden determinations that traditional conveyancing law reserves for trial when genuinely disputed. By permitting extrinsic, post-execution statements from interested third parties to override the unambiguous text of facially unconditional, statutorily compliant deeds, the courts dramatically heightened the risk that title would turn on unreliable post-hoc narratives rather than the instruments themselves and the objective facts of execution, acknowledgment, and delivery. *Mathews v. Eldridge*,

424 U.S. 319, 343–44 (1976).

The constitutional defect lies in deploying summary judgment as the final mechanism for permanently extinguishing vested fee-simple title amid hotly contested factual issues. Where resolution turns on competing accounts of donative intent—particularly statements attributed to a now-deceased grantor—summary judgment deprives the deed holder of the opportunity to test credibility through cross-examination and live factfinding. Due process requires procedures commensurate with the risk of error when the consequence is permanent divestiture of land.

Due process demands procedures commensurate with the stakes and the inherent risk of error. *Id.* at 335. When the consequence is irrevocable loss of a home acquired through completed conveyances supported by substantial consideration, adjudication on a paper record—without cross-examination or live factfinding—fails the Mathews balance. It elevates efficiency over the “meaningful opportunity to be heard” the Constitution requires before the State destroys vested real-property rights. *Fuentes v. Shevin*, 407 U.S. 67, 80 (1972); *Armstrong v. Manzo*, 380 U.S. 545, 552 (1965); See, e.g., *Cleveland Board of Education v. Loudermill*, 470 U. S. 532, 542 (1985).

The Court of Appeals held that the challenged evidence was properly considered because “the parties dispute the validity of the July 24 deeds,” and that extrinsic evidence was admissible to determine delivery and intent.

The deeds were unconditional on their face, recited consideration, bore

notarial acknowledgments, and were delivered to petitioners. Yet the courts treated them as conditional, elevated later extrinsic communications attributed to the now-deceased grantor, and resolved the entire controversy without trial. This marked a structural departure from foundational conveyancing norms that begin and end with the deed itself to protect the stability of completed transfers. When a court elevates post-execution narratives over an unconditional instrument and extinguishes vested title, the deprivation is arbitrary in the constitutional sense. *Good*, 510 U.S. at 53.

3. The Denial of Counterclaims and Amendment Denied a Meaningful Opportunity to Litigate Title

Petitioners repeatedly moved to amend their pleadings and assert counterclaims for quiet title and related relief. The trial court denied those motions on purely technical grounds under CR 15(a). In a proceeding that resulted in permanent extinguishment of vested title, that foreclosure of merits adjudication compounded the risk of erroneous deprivation.

This Court has long required that leave to amend “shall be freely given when justice so requires,” and that outright refusal without justifying reason is an abuse of discretion. *Foman v. Davis*, 371 U.S. 178, 182 (1962). Procedural technicalities cannot operate as traps that prevent a litigant from presenting the very claims that would preserve his property. *Logan v. Zimmerman Brush Co.*, 455 U.S. 422, 432 (1982). Combined with the mismatched statutory vehicle and summary resolution of disputed facts, the denials left petitioners no realistic opportunity to litigate the merits of their title before it was irrevocably stripped away—directly violating the

central command of due process: a “meaningful opportunity to be heard.”

Armstrong, 380 U.S. at 552; *Mathews*, 424 U.S. at 333.

The Court of Appeals affirmed denial of leave to amend solely because Petitioners failed to attach a pleading denominated “proposed” under CR 15(a). Where the remedy imposed is loss of deed title, denying amendment on a caption technicality (e.g., omission of “Proposed”) compounds the notice defect by ensuring the deed holder never receives a merits forum to litigate quiet title before the forfeiture becomes final.

C. Rule 10 Grounds for Review

This case warrants review under Rule 10(c) because it presents an exceptionally important federal question concerning the minimum due-process safeguards required before a State may permanently extinguish recorded title. The procedures used here combined (1) a statutory vehicle that did not give notice reasonably calculated to apprise Petitioners that deed title would be terminated, (2) summary adjudication of disputed intent and delivery based on post-execution narratives, and (3) pleading and amendment rulings that foreclosed a merits forum for quiet-title counterclaims. In combination, those features created an intolerable risk of erroneous deprivation and denied the “meaningful opportunity to be heard” that due process requires before the State effects a permanent deprivation of property.

This case also presents an issue of exceptional national importance with systemic implications for the stability of recorded title. American deed-recording

systems rest on the settled expectation that vested inter vivos title, once validly conveyed, will be adjudicated under predictable norms: a full opportunity to plead claims and defenses and to obtain factfinding where intent and delivery are genuinely disputed.

The decision below departs sharply from those norms by permitting a trust-and-estate statute to function as a title-stripping vehicle—resolved on summary judgment while foreclosing counterclaims and amendments through technical barriers. If permitted to stand, such a model would render deed-based ownership contingent on litigation posture rather than the legal finality of executed instruments, spawning unpredictability in real-property transactions and eroding the reliability that lenders, purchasers, and title insurers place in recorded conveyances nationwide.

This Court's supervisory authority is needed to reaffirm that statutes cannot be judicially expanded retroactively to deprive property without fair warning, that litigants must receive a meaningful opportunity to be heard on the merits rather than be denied it by unforeseeable procedural shifts, and that modern procedural rules cannot be turned into technical traps that prevent merits adjudication in cases involving profound deprivations.

The petition should be granted.

II. A State Court Violates the Fourteenth Amendment When It Retroactively Redefines Settled Deed-Construction Rules to Invalidate Unconditional Conveyances Based on Post-Execution Extrinsic Statements

A. The Decision Below Departs from One of the Oldest and Most

Settled Rules of American Property Law

Recorded conveyances are relied upon nationwide as stable, objective evidence of ownership. For more than two centuries, American courts have adhered to a foundational principle of private deed construction:

First, it is a well-known rule in the construction of private grants, if the meaning of the words be doubtful, to construe them most strongly against the grantor. *Bender v. Fromberger*, 4 U.S. (4 Dall.) 436, 440 (1806); *Proprietors of Charles River Bridge v. Proprietors of Warren Bridge*, 36 U.S. (11 Pet.) 420, 589 (1837); *Van Rensselaer v. Kearney*, 52 U.S. (11 How.) 297, 323 (1850); *Bush v. Cooper's Administrator*, 59 U.S. 82 (1856).

Second, “the Court will first take the instrument by its four corners, in order to ascertain its true meaning.” *Lessee of Ewing v. Burnet*, 36 U.S. (11 Pet.) 41, 54 (1837)

These principles are not isolated dicta; they are structural safeguards protecting reliance and stability in conveyancing. The rules exist to ensure that parties may rely on the written instrument and that ambiguity, if present, is resolved in favor of the grantee who has relied upon the grant.

American property law rests on stable interpretive principles that protect reliance on written conveyances. Two such principles are not parochial Washington doctrines; they are deeply rooted national rules recognized by this Court since the early Republic: (1) the four-corners rule, requiring courts to ascertain meaning from the instrument itself before resorting to extrinsic matter, and (2) the rule that

ambiguities in private grants are construed against the grantor and in favor of the grantee. Those rules are not technicalities. They are the legal infrastructure that allows people, lenders, title insurers, and courts to treat recorded deeds as reliable instruments rather than starting points for later credibility contests about what a deceased person “really meant.”

B. Due Process Was Violated When Construction Rules Were Inverted

The deeds at issue were facially unconditional. They recited consideration, were executed and acknowledged, and were delivered. Yet the Washington courts treated them as conditional based on post-execution extrinsic communications attributed to a now-deceased grantor and conveyed through third parties. The court allowed those communications to override the plain text of the instruments and resolved doubt adversely to the grantee.

This was not merely a doctrinal refinement. It resulted in the permanent nullification of recorded fee-simple title based on post-execution narratives attributed to a deceased grantor—without trial and without the objective safeguards that deed formalities exist to provide. When a State extinguishes vested property rights by elevating untested third-party accounts over unconditional recorded instruments, the deprivation becomes arbitrary in the constitutional sense. Instead of beginning and ending with the deed’s text and resolving ambiguity in favor of the grantee, the court elevated post-execution narratives over unconditional language and construed uncertainty against the deed holder.

The deprivation occurred after execution, delivery, recording, and substantial reliance—when the grantor was no longer available—magnifying the risk of erroneous deprivation and the arbitrariness of divesting vested title based on third-party accounts of intent.

C. The Nullification of Vested Title Through an Unforeseeable Application of Construction Principles Violates Due Process

Under *Bouie*, judicial expansions violate due process when they are unexpected, indefensible by reference to prior law, and retroactively applied to deprive rights. 378 U.S. at 354. Property law is uniquely dependent on stability. Individuals must be able to rely on the settled interpretive principles governing conveyances at the time of execution and delivery. If those principles may be inverted after the fact, reliance becomes meaningless.

The Due Process Clause protects not only procedural formalities but the fairness and predictability of the legal rules applied to vested rights. As *Fuentes* explained, due process exists to prevent “substantively unfair or mistaken deprivations of property.” 407 U.S. at 81–82. When a court retroactively redefines how deeds are construed and applies that redefinition to extinguish vested title, the deprivation becomes arbitrary in precisely the manner the Fourteenth Amendment forbids. *Good*, 510 U.S. at 53.

A deed holder is entitled to rely on the settled national rules that (1) courts look first to the four corners of the instrument, and (2) doubts in private grants are

resolved against the grantor. When a state court inverts those rules after the fact and uses extrinsic, post-execution statements to nullify unconditional conveyances, it destabilizes the reliance interests those doctrines exist to protect. The Constitution does not permit such retroactive destruction of vested property rights.

D. Rule 10 Grounds for Review

This issue warrants review under Rule 10(c) because the decision below permits permanent divestiture of recorded title through a procedure that departs from the objective, reliance-protecting principles this Court has long recognized as essential to fair adjudication of private grants. The decision permits a state court to apply an unforeseeable reinterpretation of foundational property rules to extinguish vested rights, in tension with this Court's due-process jurisprudence protecting fair notice and reliance.

Across States, trust-and-estate proceedings are increasingly used to relitigate lifetime transfers after death. If recorded inter vivos deeds can be nullified through summary proceedings based on post-execution hearsay of intent, deed formalities and recording systems lose their stabilizing function.

Review is also warranted under Rule 10(c) because the four-corners doctrine and the rule construing ambiguity against the grantor are not local technicalities; they are structural pillars of American property law. If state courts may invert those principles retro-actively and elevate post-execution narratives over unconditional recorded instruments, the stability of title systems across jurisdictions is compromised. Real-property markets, lending practices, and title

insurance depend on predictable interpretive rules. Allowing retroactive judicial redefinition of those rules threatens systemic instability.

This Court's intervention is necessary to reaffirm that foundational deed-construction principles cannot be retroactively altered to destroy vested property rights without violating the Fourteenth Amendment.

The petition should be granted.

CONCLUSION

This case presents two independent constitutional violations: first, the procedural extinguishment of vested inter vivos title through a trust-and-estate proceeding resolved on summary judgment without meaningful opportunity to litigate; and second, the retroactive judicial redefinition of settled deed-construction principles to invalidate unconditional conveyances and destroy vested property rights.

Trust and estate proceedings cannot constitution-ally be used as post-mortem vehicles for challenging lifetime transfers without adequate procedural safe-guards. If recorded inter vivos deeds may be nullified through summary trust litigation based on post-execution hearsay of intent, the reliability of recording systems and title insurance nationwide is compromised.

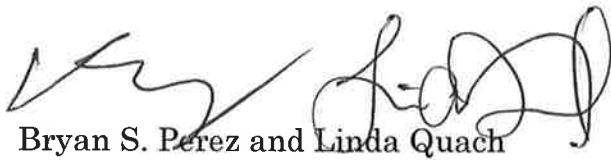
Both questions are nationally significant in that they implicate this Court's due process precedents governing notice, fair warning, and meaningful opportunity to be heard. Further, both implicate the structural stability of American property

ownership.

For all of the above reasons, it is clear there has been an injustice by the Washington State Court System. Further, there is a pandemic of property thief in the United States, it should not be by the court system which is supposed to protect the law-abiding citizen. Mr. Perez and Linda beg of this court to grant this stay, so that they will not lose their home, pending the acceptance of the petition. It is clear the petitioners have a high likelihood that their petition will be accepted and prevail due to a clear fourteenth amendment violation and four corner doctrine violation, to which effects all Americans.

The Petition for a Writ of Certiorari should be granted, as well as a stay.

Respectfully submitted,



Bryan S. Perez and Linda Quach
(Filing Pro Se for this request)
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April 20, 2026

App.1a
*The Court of Appeals
of the
State of Washington*

LEA ENNIS
Court Administrator/Clerk

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March 11, 2026

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Case #: 865358
In Re Quach Living Trust
King County Superior Court No. 23-4-03951-1

Counsel:

The following notation ruling by Commissioner Jeremy Rogers of the Court was entered on March 10, 2026, regarding Appellant's Pro Se Emergency Motion to Stay Issuance of Mandate Pending US Supreme Court:

On June 30, 2025, this court issued an unpublished opinion affirming the trial court's order and later denied Appellants' motion for reconsideration. In January 2026, the Washington Supreme Court denied Appellants' petition for review (where the issue of attorney fees remains pending).

Meanwhile, Appellants have filed in this court a pro se "emergency motion requesting stay of mandate pending United States Supreme Court petition to hear case." Because "the appellate court will not stay issuance of the mandate for the length of time necessary to secure a decision by the United States Supreme Court on an application for review," the motion is denied. RAP 12.6.

Sincerely,



Lea Ennis
Court Clerk/Administrator

jh

c: Bryan Perez: lost_perez@yahoo.com

THE SUPREME COURT OF WASHINGTON

In the Matter of the Estate of:)	No. 104602-2
)	
QUACH LIVING TRUST)	ORDER
)	
)	Court of Appeals
)	No. 86535-8-I
)	
)	
)	

Department II of the Court, composed of Chief Justice Stephens and Justices Madsen, Gordon McCloud, Whitener, and Melody, considered at its January 6, 2026, Motion Calendar whether review should be granted pursuant to RAP 13.4(b) and unanimously agreed that the following order be entered.

IT IS ORDERED:

That the petition for review is denied and the Respondent’s request for attorney fees for filing an answer to the petition for review is granted. The Respondent is awarded reasonable attorney fees and expenses pursuant to RAP 18.1(j). The amount of the attorney fees and expenses will be determined by the Supreme Court Clerk pursuant to RAP 18.1. Pursuant to RAP 18.1(d), the Respondent should file an affidavit with the Clerk of the Washington State Supreme Court.

DATED at Olympia, Washington, this 7th day of January, 2026.

For the Court

CHIEF JUSTICE

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

In the Matter of the Estate of:

QUACH LIVING TRUST,

MARY PELENTAY, Individually and as
Trustee of the Quach Living Trust,
U/T/I August 27, 2021,

Respondent,

v.

BRYAN PEREZ, individually, and
LINDA QUACH, and any community
assets pursuant to any Committed
Intimate Relationship,

Appellants.

No. 86535-8-I

DIVISION ONE

UNPUBLISHED OPINION

LEE, J.¹ — This case was brought by Mary Pelentay, the Trustee of the Quach Living Trust, against Bryan Perez and Linda Quach for the recovery of real property, which Pelentay alleged belonged to the Trust. Thi Ut “Betty” Quach² was diagnosed with terminal cancer, and in her final months she made several different plans for the disposition of her assets, including six different deeds purportedly conveying her home to three different parties, which included Perez and the Trust. After Betty died, Perez and his partner, Linda (Betty’s sister), moved into the property, claiming that Perez was the lawful owner by deed.

¹ Judge Lee is serving in Division One of this court pursuant to RCW 2.06.040.

² To distinguish the Quach sisters, they will be referred to as Betty and Linda. No disrespect is intended.

Pelentay brought this action on behalf of the Trust to quiet title and eject Perez and Linda. The superior court granted Pelentay's motion for partial summary judgment, ordering quiet title in the Trust and ejectment of Perez and Linda. Perez and Linda appeal, asserting, among other alleged errors, that the superior court improperly considered evidence barred by the parol evidence rule and dead man's statute, and that there were genuine issues of material fact precluding summary judgment. Because we find that the superior court did not abuse its discretion in considering evidence at summary judgment, and because there was no genuine issue of material fact as to Betty's lack of intent to deliver the deeds to Perez, we affirm.

FACTS

Betty died on December 19, 2021. She had been diagnosed with cancer earlier in 2021. Pelentay, Betty's longtime friend, helped Betty get her affairs in order. Pelentay assisted Betty in hiring a trust and estate attorney, Nicholas Alexander, who began working with Betty in late July or early August 2021. Alexander described "a sense of urgency" surrounding Betty's end of life planning, further complicated by Betty's indecision and her seeming attempts to accommodate her family's wishes. Clerk's Papers (CP) at 1201. Betty owned a house located in Des Moines, WA (the property), which is the subject of the dispute in this appeal.

On July 24, 2021, Betty signed a statutory warranty deed purporting to convey the property to Perez. This warranty deed conveyed the property "for and in consideration of FIFTY THOUSAND DOLLARS AND OTHER GOOD AND

App.5a

No. 86535-8-1/3

VALUABLE CONSIDERATION in hand paid.” CP at 1423. That same day, Betty signed a quitclaim deed, conveying the property to Perez “for and in consideration of: fifty thousand dollars and love and affection.” CP at 1425.

On August 2, Betty e-mailed Perez, informing him that, effective August 3, he was to be designated the “sole gift recipient” for the property. CP at 984. However, this was contingent on an agreement that (1) Perez, through Linda, would pay \$50,000, and (2) Jason Bangs, Betty’s longtime romantic partner, would remain a tenant of the property for six months or receive a cash payout of \$17,400 if Bangs decided to not remain a tenant on the property. Betty then detailed the payments already made and payments still outstanding under the agreement.

On August 3, Betty executed a transfer on death deed (TODD), naming Perez as the sole beneficiary. On August 11, Betty wrote her first of what would end up being several letters of last wishes. In it, Betty stated that her property “has been gifted to Bryan Perez,” per her “transaction and agreement between him and I, confirmed August 2nd, 2021 via phone.” CP at 1091. But Betty told Pelentay in an e-mail on August 11, that the letter was “not yet final” and that she would “make edits.” CP at 1083. Betty wrote second and third versions of the letter on August 16 and August 20.

Throughout early- and mid-August, Perez and Linda continued to make payments to Betty for the property. On August 16, Betty text messaged Pelentay, “Linda is getting my house for \$50k.” CP at 1095. By August 17, Perez and Linda had paid Betty \$27,600. August 21, Betty signed another statutory warranty deed, conveying the property to Perez for “TEN DOLLARS AND OTHER GOOD AND

VALUABLE CONSIDERATION.” CP at 1427. Although Betty signed the warranty deed on August 21 and the document contained language stating a “Document Effective Date” of August 21, the document was notarized on August 16. CP at 1427. Also on August 21, Betty and Perez e-mailed each other about the agreement, with Perez writing, “[T]o get more clarity this is the last and final documents needed to seal the agreements with no misinterpretations.” CP at 1432. In a 4:21 AM e-mail on August 22, Betty told Perez:

I actually have been quite stressed by this [] transaction and the affect it has had on Linda and my relationship, there is [a] ton of tension and she is very bothered and said we regret[] making the offer. This really hurts me to the core. I can[']t go anyplace knowing I caused this. I have been able to recover most [of the] funds issued in cash by Linda and can pay her back if you want to opt out. I can find another alternative or just move[] forward as planned and shouldn't ever have desired to do something for myself.

Anyways, we can chat more but hopefully this helps you with a final decision. Like I said I can pay most of what has already been cash paid to me back to Linda and pretend this never happened.

CP at 1432. The e-mails between Betty and Perez also included an unsigned rental agreement for Bangs and a spreadsheet detailing that the total amount owed on the house was \$95,000 more than they had earlier discussed. Eight hours after Betty's 4:21 AM e-mail on August 22 to Perez, Betty text messaged Pelentay and told her, “Ok all done and decision is to sell home upon death and split proceeds amongst family out right.” CP at 1098.

Documents executed by Betty on August 27 demonstrate Betty's decision to sell the property. Betty established the Quach Living Trust and named Pelentay as her successor trustee. She executed a bill of transfer and notice of assignment

App.7a

No. 86535-8-1/5

transferring the property to the Quach Living Trust. She signed a TODD, conveying the property to Pelentay and revoking “all prior dispositions of every kind previously made” with respect to the property. CP at 1131. And lastly, Betty wrote a new letter of last wishes which removed the earlier provision regarding the gifting of the property to Perez; instead, the new letter referenced the TODD to Pelentay, directing Pelentay to sell the property and divide the proceeds “equally amongst immediate family members.” CP at 1144 (boldface omitted).

On September 2, Betty had her bank issue a cashier’s check to Linda for \$27,600. Linda endorsed the cashier’s check and the money cleared out of Betty’s bank account.

Betty wrote her final letter of last wishes on November 16. In that final letter, Betty stated that the property was subject to a TODD to Pelentay, and directed that the property be sold with equal thirds of the proceeds going to Bangs; Pelentay; and the final third to cover any outstanding debt with the remainder to go to St. Jude, Seattle Children’s Hospital, and The Goodtimes Project.

Betty’s uncertainty about the final disposition of the property continued to her final days. On December 14, she text messaged Pelentay, telling Pelentay that she wanted to update the TODD to leave the property to Bangs. Pelentay told Betty that she would need to speak with Alexander regarding the proposed change, and Betty told her, “It’s what I want.” CP at 1159. Pelentay died several days later, on December 19, without executing any new TODD.

In January 2022, Bangs moved out of the property; Bangs never received any payment from Perez. Also in January, Pelentay had significant work done to

App.8a

No. 86535-8-1/6

the property after Jennie Quach, Betty's other sister and a licensed realtor, effectively told Pelentay that the property "would not sell" without the work. CP at 1562. Pelentay was later sued for payment of the work performed on the property and had to pay the contractor \$80,267.01.

In February 2022, Pelentay received \$1,140,000 in insurance policy proceeds from Betty's death. Pelentay distributed the insurance proceeds "as directed in Betty's November 16, 2021 Letter of Last Wishes." CP at 1065.

In April 2022, Perez sent Pelentay a "letter formally informing [Pelentay] to stop further actions," telling Pelentay that he was the legal owner of the property, that "YOU HAVE NO LEGAL RIGHTS TO THE FORESAID PROPERTY," and "[i]f you fail to stop unlawful actions, you will be subject to all appropriated civil actions. If you want a WAR get your combat boots on. I have had mine on for 34 years. Battle ground will be the King County Court house." CP at 887, 889. Perez and Linda moved into the property in May 2022, and Perez subsequently paid off the \$353,000 mortgage balance on the property.

On May 25, 2023, Pelentay, acting individually and as trustee, filed a TEDRA petition against Perez and Linda, asserting causes of action for quiet title and lis pendens, constructive trust, ejectment, trespass, unjust enrichment, and attorney fees. Pelentay sought the court's permission to sell the property, reimburse herself for costs incurred, and then distribute the proceeds "pursuant to Betty Quach's November 19 [sic], 2021 Letter of Last Wishes." CP at 19.

On February 2, 2024, Pelentay filed a motion for partial summary judgment, seeking a constructive trust, a writ of ejectment, and attorney fees and costs.

No. 86535-8-1/7

Perez opposed the motion as a self-represented litigant, arguing that the evidence Pelentay relied upon were violations of the dead man's statute, parol evidence rule, and rule against hearsay, among others. Perez contended that the deeds conveying the property to him were unambiguous, recorded, in compliance with chapter 64.04 RCW, and that any later conveyances by Betty were ineffective because she no longer had an interest to convey.

On March 6, 2024, the superior court granted Pelentay's motion for partial summary judgment. The superior court found that Betty lacked the present intent to deliver the July 24, 2021 deed that Perez recorded. The superior court also found that there was no issue of material fact as to Betty's intent to transfer the property to Perez; that Betty, Perez, and Linda had "never reached a meeting of the minds;" and that no valid agreement was ever formed. CP at 1674. The superior court ordered quiet title in favor of Pelentay as trustee, authorized sale of the property, authorized a writ of ejectment, and granted attorney fees and costs to Pelentay.

On April 3, 2024, Perez and Linda, now represented by counsel, timely filed a notice of appeal. Subsequently, the superior court granted Perez and Linda's motion to stay judgment and sale of the property pending the appeal.

ANALYSIS

A. SUBJECT MATTER JURISDICTION

Perez contends that the superior court lacked subject matter jurisdiction over the case. Perez acknowledges that superior courts have jurisdiction over probate matters, but that whether the case was properly before the court as a probate matter is “consequential,” because TEDRA petitions are “generally placed on a fast track that limits discovery and does not allow a jury trial.” Br. of Appellant at 17, 18. Perez argues that the question before the court was not a probate matter; rather, the issue was whether an in vivo warranty deed was valid. We disagree.

Whether a particular court has jurisdiction is a question of law we review de novo. *Young v. Clark*, 149 Wn.2d 130, 132, 65 P.3d 1192 (2003). “Where a court lacks subject matter jurisdiction to issue an order, the order is void.” *Buecking v. Buecking*, 179 Wn.2d 438, 446, 316 P.3d 999 (2013), cert. denied, 574 U.S. 869 (2014).

“Under TEDRA, superior courts have original subject matter jurisdiction over trusts ‘and all matters relating to trusts.’” *Matter of Estate of Ferrara*, 29 Wn. App. 2d 139, 162, 540 P.3d 194 (2023) (quoting RCW 11.96A.040(2)). A “matter” under TEDRA includes the “determination of any question arising in the administration of an estate or trust, or with respect to any nonprobate asset, or with respect to any other asset or property interest passing at death.” RCW 11.96A.030(2)(c). “TEDRA gives courts broad authority to ‘proceed with such administration and settlement in any manner and way that to the court seems right and proper, all to

No. 86535-8-1/9

the end that the matters be expeditiously administered and settled by the court.”
Ferara, 29 Wn. App. at 164 (quoting RCW 11.96A.020(2)).

The superior court had subject matter jurisdiction to hear the TEDRA petition. This was an action brought by the trustee, Pelentay, for the recovery of property alleged to have passed to the Quach Living Trust upon Betty’s death. This was a trust matter and, therefore, within the original subject matter jurisdiction of the superior court under TEDRA.³ RCW 11.96A.040(2).

B. PARTIAL SUMMARY JUDGMENT

Perez argues that the July 2021 deeds transferred the property from Betty to him, and that, because the deeds are facially valid and unambiguous, any evidence subsequent to July 24, 2021 is irrelevant, hearsay, and in violation of the parol evidence rule or dead man’s statute. Perez contends that Betty deeded away any interest she had in the property in July 2021, so none of her subsequent acts, which he characterizes as a “change of heart,” matter to the determination of ownership of the property. Br. of Appellant at 25. Perez also asserts that the superior court should have granted his motion to strike many of Pelentay’s

³ Perez makes a passing reference to “probate venue” in his assignments of error. Br. of Appellant at 4. Venue was an issue that Perez raised at the superior court, but Perez makes no arguments in his appellate brief relating to the issue. Therefore, Perez has waived any attempted challenge to “probate venue” on appeal. See *Cowiche Canyon Conservancy v. Bosely*, 118 Wn.2d 801, 809, 828 P.2d 549 (1992). Regardless, venue was proper because the property at issue was located in the same county as the superior court. See RCW 11.96A.050(1)(b) (Venue is appropriate for trusts in the superior court of “the county where any real property that is an asset of the trust is located.”).

No. 86535-8-1/10

summary judgment exhibits because they violated the parol evidence rule and dead man's statute.⁴ We disagree.

1. Motion to Strike

In order to determine whether the superior court properly granted partial summary judgment, we must first determine if the superior court properly considered only admissible evidence. See *Burmeister v. State Farm Ins. Co.*, 92 Wn. App. 359, 365, 966 P.2d 921 (1998) (Courts should "consider only admissible evidence in a motion for summary judgment."). The superior court appears to have denied Perez's motion to strike when it stated in the partial summary judgment order that the court considered all of the submitted exhibits.

"We review a trial court's evidentiary rulings for an abuse of discretion." *Gilmore v. Jefferson County Pub. Transp. Benefit Area*, 190 Wn.2d 483, 494, 415 P.3d 212 (2018). A court abuses its discretion when its rulings are manifestly unreasonable or based on untenable grounds. *Id.*

⁴ In his appellate brief, Perez does not identify any specific evidence as being violative of the dead man's statute. When questioned at oral argument about specific evidence of violations of the dead man's statute, Perez suggested that certain emails were violations. Wash. Ct. of Appeals oral arg., *In Re Quach Living Trust*, No. 86535-8-1 (Apr. 22, 2025), at 18 min., 21 sec., <https://www.tvw.org/watch/?clientID=9375922947&eventID=2025041404&startStreamAt=1101&stopStreamAt=1165>.

Issues appealed which are not supported by references to the record should not be considered. See RAP 10.3(a)(6); *Satomi Owners Ass'n v. Satomi, LLC*, 167 Wn.2d 781, 808, 225 P.3d 213 (2009) (Without adequate and cogent briefing, the court should decline to consider an issue.). Moreover, the dead man's statute does not bar documentary evidence. *Thor v. McDearmid*, 63 Wn. App. 193, 202, 817 P.2d 1380 (1991). Beyond counsel's limited reference to documentary evidence at oral argument, we are left to speculate as to the scope and specifics of the alleged dead man's statute violations. Therefore, we decline to address the issue.

No. 86535-8-1/11

The parol evidence rule states, “extrinsic evidence is not admissible to add to, subtract from, vary, or contradict written instruments which are contractual in nature and which are valid, complete, unambiguous, and not affected by accident, fraud, or mistake.” *Emrich v. Connell*, 105 Wn.2d 551, 555-56, 716 P.2d 863 (1986) (quoting *Buyken v. Ertner*, 33 Wn.2d 334, 341, 205 P.2d 628 (1949)). The rule applies only to writings intended by the parties to be an integration or, “final expression of the terms of the agreement.” *Id.* at 556. In making the determination of whether the parties intended the written document to be a final expression of terms, the court, acting as fact finder, must consider all relevant extrinsic evidence. *Id.*

Here, the parties do not dispute the terms of the July 24, 2021 deeds. Rather, the parties dispute the validity of the July 24 deeds. Thus, the challenged evidence was not used to “add to, subtract from, vary, or contradict” the deeds in violation of the parol evidence rule.⁵ *Id.* at 555 (quoting *Buyken*, 33 Wn.2d at 341).

When there is no agreement, the parol evidence rule is inapplicable. See *id.* at 555-56. The record shows that the superior court considered the extrinsic evidence to determine whether the parties had reached an agreement at the time of the July 24, 2021 deeds. That was proper. Determining that they had not

⁵ Perez relies on *Newport Yacht Basin Ass'n of Condo. Owners v. Supreme Nw., Inc.*, 168 Wn. App. 56, 60, 277 P.3d 18 (2012), for the proposition that extrinsic evidence should not be considered when a deed is clear and unambiguous. However, in *Newport Yacht*, the court addressed whether extrinsic evidence could be used to show that the grantor intended to convey a lesser interest than the fee simple interest indicated in the deed. *Id.* at 60-61. Thus, the terms of the deed were disputed, but that a valid conveyance was made was not. *Id.* at 72. Here, unlike in *Newport Yacht*, whether the interests in the July 24 deeds were validly conveyed is at issue, not the terms of the deeds.

No. 86535-8-1/12

reached an agreement, the superior court did not abuse its discretion in rejecting Perez's parol evidence challenge.⁶

2. Grant of Partial Summary Judgment

"We review summary judgment orders de novo, engaging in the same inquiry as the trial court. Summary judgment is warranted only when there is no genuine dispute of material fact and the moving party is entitled to judgment as a matter of law." *Northgate Ventures LLC v. Geoffrey H. Garrett PLLC*, 10 Wn. App. 2d 850, 856, 450 P.3d 1210 (2019). We view all facts and reasonable inferences in the light most favorable to the nonmoving party. *Id.*

The issue before the superior court was whether the July 24, 2021 deeds were conveyed. "A deed does not take effect until delivery." *Raborn v. Hayton*, 34 Wn.2d 105, 109, 208 P.2d 133 (1949).⁷ "To constitute a delivery, it must clearly appear that it was the intention of the grantor that the deed would pass title *at the time.*" *Anderson v. Ruberg*, 20 Wn.2d 103, 107, 145 P.2d 890 (1944) (emphasis added). "The intention may be made manifest by acts or words of both or by one without the other, but what is said or done must clearly manifest the intention of

⁶ Perez argues that Pelentay's motion for partial summary judgment should have been stricken because it contained "over two hundred [technical] errors in violation of LCR 7." Br. of Appellant at 3. Perez fails to provide any argument on appeal to support this challenge. We do not consider issues on appeal "not supported by any reference to the record, nor by any citation of authority." *Cowiche Canyon Conservancy*, 118 Wn.2d at 809. Without any identification as to what these two hundred technical errors are, we decline to consider the issue.

⁷ At oral argument, Perez's counsel agreed that delivery is necessary for a deed's conveyance to be valid. Wash. Ct. of Appeals oral arg., *In Re Quach Living Trust*, No. 86535-8-1 (Apr. 22, 2025), at 3 min., 34 sec., <https://www.tvw.org/watch/?clientID=9375922947&eventID=2025041404&startStreamAt=214&stopStreamAt=272>.

No. 86535-8-1/13

the grantor that the deed shall *at once* become operative and that the grantor shall lose control over [the deed].” *Puckett v. Puckett*, 29 Wn.2d 15, 19, 185 P.2d 131 (1947) (emphasis added). “Possession by the grantee raises a presumption of delivery, with its included intent, that can be rebutted only by clear and convincing evidence.” *Raborn*, 34 Wn.2d at 109.

Perez’s possession of the July 24, 2021 deeds raised a presumption that Betty had intended to convey the property to him at the time the deeds were executed. However, as to the issue of Betty’s intent to deliver with regard to the July 24, 2021 deeds, the undisputed evidence shows that Betty did not have the intent to deliver the July 24 deeds on that date because the transfer of the property was conditional, and Betty was in an ongoing process of deciding how to dispose of the property.

The undisputed record shows that Betty executed multiple deeds purporting to convey the property—six deeds during a five-week period. And Betty made frequent and significant changes to her letters of last wishes during that same period. Further, as evidenced by Betty’s email to Pelentay on August 11, Betty considered the agreement to transfer the property to Perez as “not yet final.” CP at 1083. Betty’s later text message to Pelentay on August 22 clearly stated Betty’s decision to sell the property upon Betty’s death.

The undisputed record also shows that Perez never fulfilled the conditions discussed by the parties before Betty’s death, including Perez paying Betty \$50,000, and providing a six-month tenancy or payment of equivalent value to Bangs. Linda even accepted and endorsed Betty’s cashier’s check that returned

No. 86535-8-1/14

the funds Perez and Linda had advanced towards the purported purchase of the property.

Perez did not refute Pelentay's evidence to create a genuine issue of material fact that Betty did not have the intent to deliver the July 24, 2021 deeds on that date. Instead Perez merely asserted that Pelentay's evidence was inadmissible, that the deed conveyances were valid because the deed was unambiguous, and that Betty's two subsequent conveyances to him reinforced her intent to convey. Perez also asserts that while consideration may "not have been finalized immediately after the deed executions," he did settle "the debt on the house at \$353,500.00." CP at 1416.

Perez was entitled to the presumption that the July 24 deeds were valid based on his possession of the deeds. See *Raborn*, 34 Wn.2d at 109. But this presumption was rebutted by the undisputed evidence that clearly and convincingly showed Betty did not deliver the July 24 deeds because she did not intend to pass title to Perez on that date; the deeds were conditioned on terms that Perez did not meet before Betty's death. The record shows continuing negotiations between Perez and Betty after July 24; Betty's subsequent purported conveyances of the property; Betty's return of any advanced funds for the property to Linda, which Linda accepted; and the surrounding context that Betty was terminally ill and in the midst of ongoing decision-making on how to dispose of her possessions, which is evidenced by her changing letters of last wishes.

As to the critical issue of whether the July 24 deeds were delivered and, thus, valid, the undisputed record shows that Betty did not intend for title to the

No. 86535-8-1/15

property to pass to Perez on the day Betty executed the July 24 deeds. Therefore, there is no genuine issue as to material fact that the July 24 deeds did not transfer title of the property to Perez on July 24. Accordingly, the superior court did not err in finding that Pelentay was entitled to judgment as a matter of law, nor in granting partial summary judgment in favor of Pelentay.⁸

C. PEREZ'S MOTIONS FOR LEAVE TO AMEND

Perez argues that the superior court erred in denying his motions for leave to amend. Perez contends that his four motions for leave to amend his pleading document should have been granted. He asserts that the superior court's rulings were based on technical grounds and in violation of CR 15(a), which directs such motions to be "freely given when justice so requires." We disagree.

"CR 15(a) governs amendments to pleadings and specifically provides that 'a party may amend [his] pleading only by leave of court . . . and leave shall be freely given when justice so requires.'" *Hook v. Lincoln County Noxious Weed Control Bd.*, 166 Wn. App. 145, 159, 269 P.3d 1056 (2012) (alterations in original) (quoting CR 15(a)). When "a party moves to amend a pleading, a copy of the proposed amended pleading, denominated "proposed" and unsigned, shall be

⁸ Perez makes passing reference to the superior court's "one-sentence denial of his motion for reconsideration." Br. of Appellant at 2. Perez requests that the denial be vacated. Because we affirm the superior court's order granting partial summary judgment, the trial court did not abuse its discretion in denying Perez's motions for reconsideration. See *Hernandez v. Edmonds Memory Care, LLC*, 10 Wn. App. 2d 869, 883, 450 P.3d 622 (2019) ("This court reviews a trial court's denial of a motion for reconsideration for an abuse of discretion. Because we affirm the superior court's order awarding the laborers attorney fees, the superior court did not abuse its discretion by denying EMC's motion for reconsideration on this issue." (footnote omitted)).

No. 86535-8-1/16

attached to the motion.” *Id.* (quoting CR 15(a)). When the word “shall” is used, it is “presumptively imperative and operates to create a duty.” *Id.* The opposing party and the court have legitimate needs in seeing the proposed amended pleading to “address and assess relevant issues of prejudice and futility.” *Id.*

A trial court’s denial of a motion to amend a pleading is reviewed for manifest abuse of discretion. *Ives v. Ramsden*, 142 Wn. App. 369, 386, 174 P.3d 1231 (2008). “A trial court abuses discretion when its decision is based on untenable grounds or reasons.” *Wilcox v. Lexington Eye Inst.*, 130 Wn. App. 234, 241, 122 P.3d 729 (2005), *review denied*, 157 Wn.2d 1022 (2006).

Despite being informed by the superior court of CR 15’s requirements, Perez failed to attach a “proposed amended pleading” in every motion to amend that he filed. Perez’s third motion to amend included an attached document titled, “Respondent’s Motion to Amend Response (‘Opposition’) to Complaint to Add Counterclaims and Defenses.” CP at 856. However, this document did not comply with the requirements of CR 15(a)—that an amended pleading, denominated “proposed,” be attached to the motion to alert the court and parties of the precise amendment sought.

At the hearing on Perez’s second motion to amend, the superior court explained to Perez what was defective about his motion for leave to amend, “[P]er the court rules, you did not provide a copy of your proposed amended complaint.” Verbatim Rep. of Proc. at 29. The superior court wrote in its order denying Perez’s next motion to amend, “Respondents’ Motion fails to adhere to the requirements of Civil Rule 15(a)—specifically Respondents failed to provide a copy of their

No. 86535-8-I/17

‘proposed amended pleading.’” CP at 1650. Despite clear direction by the court as to what was required from Perez to amend his pleading, Perez failed to comply.

In light of the record before us, the superior court did not abuse its discretion in denying Perez’s defective motions for leave to amend.

D. JUDICIAL BIAS

Perez argues that the superior court judge was biased, either against him “personally or pro se litigants generally.” Br. of Appellant at 14. As evidence of the superior court’s bias, Perez points us to the superior court judge admonishment of “both parties for the sin of supposedly taking up too much of its time,” Perez being told “to get an attorney,” the superior court refusing to hear “further motions to shorten time,” the superior court telling the parties “that the case had taken up too much of the court’s time and that it was somehow a bad thing that the clerks at the court knew about the case.” Br. of Appellant at 14-15. And “most substantively,” Perez points to the superior court’s denial of his motions to add counterclaims. Br. of Appellant at 15. On this record we do not find evidence of judicial bias.

“Under the appearance of fairness doctrine, a judicial proceeding is valid only if a reasonably prudent, disinterested observer would conclude that the parties received a fair, impartial and neutral hearing.” *State v. Gamble*, 168 Wn.2d 161, 187, 225 P.3d 973 (2010). “Evidence of a judge’s actual or potential bias is required.” *In re Marriage of Meredith*, 148 Wn. App. 887, 903, 201 P.3d 1056, review denied, 167 Wn.2d 1002 (2009). “A trial court is presumed to perform its functions regularly and properly without bias or prejudice.” *Id.*

No. 86535-8-I/18

Perez supports his claim of judicial bias by citing to the judge advising him to hire a lawyer. Indeed, the superior court judge identified for Perez the resources where he might seek legal support and identified free legal clinics available through the King County Bar Association or Washington State Bar Association. This is not evidence of bias.

Perez also supports his claim of judicial bias by contending the superior court was frustrated by the case. The record reflects that the superior court judge was frustrated, but that frustration was directed at both parties. The record shows that Perez filed 19 motions, and Pelentay filed 14 motions, all between May 2023 and March 2024. The superior court judge admonished both parties for their excessive motion practice, and chastised Pelentay's counsel for objecting during oral arguments at the summary judgment hearing. We find no evidence of actual or potential bias on the part of the superior court judge against Perez or against self-represented litigants; whatever frustrations the judge expressed on the record were directed at both parties.

E. ATTORNEY FEES

Perez argues that the superior court erred in granting attorney fees to Pelentay because Perez should have prevailed below. And Perez asks us for fees on appeal, arguing that the appeal is not frivolous and appellate fees to Pelentay would be "unconscionable." Reply Br. of Appellant at 32. Pelentay also asks us for fees and costs on appeal pursuant to RAP 14.2, RAP 18.1, and RCW 11.96A.150.

No. 86535-8-I/19

1. Attorney Fees at the Superior Court

“An award of attorney fees is left to the trial court’s discretion and will not be disturbed absent a clear showing of abuse.” *Matter of Pearsall-Stipek*, 136 Wn.2d 255, 265, 961 P.2d 343 (1998). Under TEDRA, RCW 11.96A.150(1) grants the superior court and any court on appeal the discretion to order “costs, including reasonable attorneys’ fees, to be awarded” as “the court determines to be equitable.” The court may consider any factors that it deems relevant and appropriate. RCW 11.96A.150(1).

The superior court ordered that Pelentay be awarded her attorney fees and costs “pursuant to RCW 11.96A.150.” CP at 1677. Pelentay was the prevailing party, and RCW 11.96A.150 provided a basis for the superior court to award her attorney fees and costs. We find that the superior court did not abuse its discretion in granting Pelentay attorney fees.

2. Attorney Fees on Appeal

We have discretion to grant attorney fees on appeal. *MacKenzie v. Barthol*, 142 Wn. App. 235, 242, 173 P.3d 980 (2007). “Reasonable attorney fees are recoverable on appeal only if allowed by statute, rule, or contract, and RAP 18.1(a).” *Malted Mousse, Inc. v. Steinmetz*, 150 Wn.2d 518, 535, 79 P.3d 1154 (2003).

“RAP 18.1(b) requires a party to ‘devote a section of its opening brief to the request for the fees or expenses.’” *Gardner v. First Heritage Bank*, 175 Wn. App. 650, 676-77, 303 P.3d 1065 (2013) (quoting RAP 18.1(b)). Failure to provide citations to authority or arguments in favor of a fee request is a failure to comply

No. 86535-8-1/20

with RAP 18.1(b), and will result in denial of the request for attorney fees. *Id.* at 677.

Perez requests attorney fees on appeal. He supports his request for fees on appeal in his opening brief by stating: "Fees on appeal should be awarded to the Appellant." Br. of Appellant at 23. And in his conclusion, he writes, "This court should award attorney fees, court cost, or any other costs related to this appeal to the Appellant." Br. of Appellant at 58. Without any citations to authority or arguments to comply with RAP 18.1(b), his request for attorney fees is denied.

Pelentay also requests attorney fees and costs on appeal, citing RAP 14.2, RAP 18.1, and RCW 11.96A.150. As the prevailing party on appeal, with a statutory basis for her request under RCW 11.96A.150(1), we grant Pelentay's request for her reasonable attorney fees and costs.

We affirm.

WE CONCUR:

Chung, J.

J, J

HSG

FILED
2024 MAR 06 09:00 AM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED Before the Honorable Nicole A. Gains-Phelps
CASE #: 23-4-03951-1 KNT Hearing Date: March 5, 2024
With Oral Argument at: 11:00 AM

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

In re: QUACH LIVING TRUST,

No. 23-4-03951-1 KNT

MARY PELENTAY, Individually and as
Trustee of the Quach Living Trust, U/T/I
August 27, 2021,

ORDER GRANTING PETITIONER'S
MOTION FOR PARTIAL SUMMARY
JUDGMENT

Petitioner,

v.

BRYAN PEREZ, individually, and LINDA
QUACH, and any community assets pursuant to
any Committed Intimate Relationship,

Respondents

BEFORE THIS COURT is Petitioner's Motion for Partial Summary Judgment. This court, being duly advised in the premises, hereby GRANTS Petitioner's Motion for Summary Judgment, and grants an award of attorney fees and costs to Petitioner. The amount of that award is reserved pending the court's review of Petitioner's verified billing records pursuant to CR 54(d) within 30 days.

In so ruling the Court considered the following:

ORDER GRANTING PETITIONER'S MOTION FOR
PARTIAL SUMMARY JUDGMENT

DES MOINES ELDER LAW
612 S. 227TH ST.
DES MOINES, WA 98198
206-212-0220
Fax: 206-408-2022

App.24a

1. Petitioner’s Motion for Partial Summary Judgment.
2. Concurrently filed Declarations of Mary Pelentay, Nicholas Alexander, Jason Bangs, and Holly A. Surface, along with exhibits 1-38.
3. Respondent’s Response to the Motion for Partial Summary Judgment.
4. Declaration of Bryan Perez in support of Response to Motion for Partial Summary Judgment and exhibits attached thereto.
5. Petitioner’s Reply to Respondents’ Response.
6. Declaration of Mary Pelentay in support of Reply to Response to Motion for Partial Summary Judgment and exhibits 19(a), 40-45.
7. Declaration of Holly A. Surface in support of Reply to Response to Motion for Partial Summary Judgment and exhibits 39 and 39(a).
8. Declaration of John Herring.
9. The parties’ oral argument before the Honorable Nicole A. Gains-Phelps on March 5, 2024 at 11:00 a.m.

THIS COURT, now being fully advised in the premises, now enters the following uncontested:

I. FINDINGS OF FACT

- 1.1 Thi Ut “Betty” Quach was the owner of real property located at 426 S. 193rd Street, Des Moines, WA 98148 (“the Subject Property”).
- 1.2 Betty Quach had a long-term companion named Jason Bangs.
- 1.3 Sometime in 2021 Betty Quach came to know she had a fatal illness and began to prepare for distribution of her real and personal property upon her death.

App.25a

1 1.4 Betty Quach and Respondents Bryan Perez and Linda Quach were in contact and discussed
2 the transfer of title of the Subject Property upon her death.

3 1.5 Betty Quach intended to transfer title to the Subject Property upon her death.

4 1.6 Betty Quach intended to remain in the Subject Property until her death.

5 1.7 Betty Quach intended Jason Bangs to remain living in the Subject Property for a period of
6 time, if he chose to do so.

7 1.8 Betty Quach requested payment of \$50,000.00 from Respondents as consideration in
8 exchange for transfer of title to the Subject Property upon her death.

9 1.9 There appear to be two deeds executed by Thi Ut "Betty" Quach naming Bryan Perez as
10 grantee. A July 24, 2021 Statutory Warranty Deed and an August 3, 2021 Transfer on Death
11 Deed. The August 3, 2021 Transfer on Death Deed executed after the July 24, 2021,
12 confirms Betty's intent to transfer title to the Subject Property upon her death and that she
13 did not intend to presently deliver the July 24, 2021 Statutory Warranty Deed to Bryan
14 Perez.
15

16 1.10 Betty Quach sent an e-mail to Bryan Perez stating that she was stressed and upset by the
17 contemplated agreement and desired to move forward without finalizing the transaction.

18 1.11 At that time, Linda Quach had advanced \$27,600.00 of the contemplated consideration to
19 Betty Quach.

20 1.12 Betty Quach returned the \$27,600.00 to Linda Quach via cashier's check. Linda Quach
21 deposited the check in the exact amount of \$27,600.00. The court finds no evidence to rebut
22 that the exact amount of consideration that had been advanced was returned.

23 1.13 Thi Ut "Betty" Quach subsequently transferred all right, title, and interest she held in the
24 Subject Property to herself as Trustee of the Quach Living Trust on August 27, 2021.
25

App.26a

1 1.14 Betty Quach died on December 19, 2021.

2 1.15 After Betty Quach's death, Mary Pelentay distributed all life insurance proceeds as
3 directed by Betty's November 16, 2021 Letter of Last Wishes.

4 1.16 Mary Pelentay also arranged for work to be completed on the Subject Property to prepare
5 the Subject Property for sale.

6 1.17 Bryan Perez and Linda Quach subsequently moved into the Subject Property and
7 asserted, without sufficient legal basis, a right to remain in the Subject Property.
8

9 **II. CONCLUSIONS OF LAW**

10 2.1 Jurisdiction and venue are proper in this court.

11 2.2 All notices have been properly provided.

12 2.3 Petitioner properly brought this matter concerning the Quach Living Trust pursuant to
13 RCW 11.96A *et. seq.*

14 2.4 The Court reviews the facts in a Motion for Summary Judgment in the light most
15 favorable to the nonmoving party.
16

17 2.5 Summary Judgment is not defeated by mere allegations or conclusory statements.

18 2.6 Respondents have not presented a material issue of fact as to whether Betty Quach
19 intended to transfer title to the Subject Property upon her death, intended to receive \$50,000.00
20 in exchange for the transfer, and intended for Jason Bangs to have an opportunity to remain in
21 the Subject Property for a period of time, if he chose.

22 2.7 Betty Quach, Bryan Perez, and Linda Quach never reached a meeting of the minds and
23 no valid agreement to convey title was formed.
24
25

App.27a

1 2.8 When Betty Quach executed the Bill of Transfer and Notice of Assignment of her real
2 property into the Quach Living Trust, title to the property was then held by Betty Quach as
3 Trustee of the Quach Living Trust. *In re Est. of Wimberley*, 186 Wn. App. 475, 349 P.3d 11
4 (2015).

5 2.9 The signed Transfer on Death Deed to Mary Pelentay revoked any prior deed. Title to the
6 Subject Property is currently held by Mary Pelentay as Successor Trustee to the Quach Living
7 Trust.

8 2.10 Respondents have failed to show a genuine issue of material fact. Therefore, it is
9 appropriate for this court to grant summary judgment as a matter of law.

10 2.11 It is appropriate for this Court to quiet title of the Subject Property in the name of Mary
11 Pelentay as Successor Trustee of the Quach Living Trust because Mary Pelentay has shown
12 valid, superior title pursuant to RCW 7.28 *et. seq.* Respondents have failed to plead and prove
13 the nature of their right(s) supporting their claims.

14 2.12 The Court concludes the Subject Property is held in a Constructive Trust for the benefit of
15 Mary Pelentay as Successor Trustee of the Quach Living Trust.

16 2.13 Pursuant to RCW 11.96A *et. seq.*, this Court orders Bryan Scott Perez and Linda Quach
17 and any other inhabitant of the Subject Property to vacate within 30 days of this order but by no
18 later than 12:00 pm on Friday, April 5, 2024. If Bryan Scott Perez or Linda Quach or any other
19 inhabitant fail to vacate the property, it is appropriate for Mary Pelentay to apply for a Writ of
20 Ejectment, ex-parte, and without notice to any party.

21 2.14 If necessary, it is appropriate to assess damages to the Subject Property, other than
22 ordinary wear and tear, against the Respondents.
23
24
25

1 2.15 It is appropriate for this Court to assess attorney fees and costs against Respondents
2 pursuant to RCW 11.96A.150. Given the necessity for the Trustee of the Quach Living Trust to
3 quiet title to Trust property against Bryan Scott Perez, and to evict Respondents.

4 2.16 The Court incorporates by reference its oral findings as stated on the record.

5 **III. ORDERS**

6 3.1 Petitioner's Motion for Partial Summary Judgment is GRANTED.

7
8 3.2 Fee simple title in the real property commonly known as 426 S. 193rd Street, Des Moines,
9 WA 98148, and legally described as follows:

10 LOT 14 OF NORMANDY VISTA DIVISION NO.7, AS PER PLAT RECORDED IN VOLUME
11 64 OF PLATS, PAGE 19, RECORDS OF KING COUNTY AUDITOR; SITUATED IN THE
12 COUNTY OF KING, STATE OF WASHINGTON

13 Identified by Assessor Parcel ID Number 6123900140

14 is hereby quieted in favor of Mary Pelentay as Successor Trustee of the Quach Living Trust.

15 3.2 The King County Recorder's Office is ordered to grant a deed conveying title to Mary
16 Pelentay as Trustee of the Quach Living Trust.

17 3.3 Mary Pelentay, Successor Trustee, is authorized to sell the property by public sale,
18 private sale, or by negotiations, or hire a licensed real estate agent to list the property located at
19 426 S. 193rd Street, Des Moines, WA 98148.

20 3.4 If at any time after 30 (thirty) days after entry of this Order, Respondents Bryan Perez,
21 Linda Quach, or any other individuals remain at 426 S. 193rd Street, Des Moines, WA 98148,
22 Mary Pelentay may apply for a Writ of Ejectment, ex-parte, and without notice to any party, if
23 needed to ensure all occupants vacate.
24
25

App.29a

1 3.5 The July 24, 2021 Statutory Warranty Deed identifying Thi Ut “Betty” Quach as the
2 Grantor and Bryan Scott Perez as the Grantee, recorded under King County Recorder’s Number
3 20220314001029, is void and unenforceable.

4 3.6 Any other deed identifying Thi Ut “Betty” Quach, as the Grantor and Bryan Scott Perez
5 as the Grantee, is void and unenforceable.

6 3.7 The August 3, 2021 Transfer on Death Deed identifying Thi Ut Quach, aka Betty Quach
7 as the Grantor and Bryan Scott Perez as the Grantee, recorded under King County Recorder’s
8 Number 20210917000914, is revoked and unenforceable.

9 3.8 Petitioner is awarded her attorney fees and costs, pursuant to RCW 11.96A.150, but the
10 court reserves a ruling on the amount of such fees and costs until it reviews Petitioner’s
11 invoices.

12 3.9 Petitioner shall move for approval of her fees and costs pursuant to CR 54(d) within
13 thirty (30) days from the date of this Order.
14

15
16 Dated this 5th day of March, 2024

17 *s/electronically signed, filed, and served*
18 Honorable Nicole A. Gaines Phelps
19 King County Superior Court Judge

20 PRESENTED BY:

21 **DES MOINES ELDER LAW**

22 */s/ Holly Surface*

23 Holly Surface, WSBA #59445

24 Attorney for Petitioner, Mary Pelentay
25

King County Superior Court
Judicial Electronic Signature Page

Case Number: 23-4-03951-1
Case Title: IN RE QUACH LIVING TRUST
Document Title: ORDER RE SUMMARY JUDGMENT
Signed By: Nicole Phelps
Date: March 06, 2024



Judge: Nicole Phelps

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 8A55E1651821A37A0E1491AD1519A25186121645
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Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCJDA, CN="Nicole Phelps:
jvywljst7BGNWL9bfa3zUA=="

Honorable Nicole A. Gaines Phelps
Hearing Date: Friday, May 17, 2024
With Oral Argument

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

In re:

QUACH LIVING TRUST

MARY PELENTAY, individually and as
Trustee of the Quach Living Trust, U/T/I
August 27, 2021,

Petitioner,

v.

BRYAN PEREZ, individually, and LINDA
QUACH, and any community assets
pursuant to any Committed Intimate
Relationship,

Respondents.

NO. 23-4-03951-1 KNT

ORDER STAYING JUDGMENT AND
SALE OF REAL PROPERTY AND
STAYING RELATED PROCEEDINGS
PENDING APPEAL

ORDER RESERVING RULING ON
OTHER PENDING MOTIONS

This matter came before the undersigned judge of the above-entitled Court on the various motions of Petitioner and Respondents as indicated below. The Court has considered the following:

1. Respondents' Motion to Stay Judgment and Sale of Real Property Pending Appeal, with Declaration of Bryan Perez in support thereof;

ORDER GRANTING RESPONDENTS'
MOTION TO STAY JUDGMENT AND SALE OF REAL PROPERTY
PENNDING NOTICE OF APPEAL - 1

ILLUMINATE LAW GROUP
10500 NE 8th Street, Suite 850
Bellevue, WA 98004
Tel (425) 289-5555
Fax (888) 371-4133

App.32a

1
2 2. Petitioner's Response to same, with the Declaration of Mary Askenazi in
3 support thereof;

4 3. Respondents' Reply in support of same, with the Declaration of Bryan Perez in
5 support thereof;

6 4. Petitioner's Motion for Attorney Fees and Costs, with Declaration of Holly A
7 Surface and Mary Pelentay in support thereof;

8 5. Response of Respondents to same, with the Declaration of Brian M.
9 Muchinsky in support thereof;

10 6. Petitioner's Reply to same, with the Declaration of Holly A. Surface, in
11 support thereof;

12 7. Petitioner's Motion for Award for Lost Use of Real Property and Other Relief,
13 with the Declaration of Mary Askenazi in support thereof;

14 8. Response of Respondents to same, with the Declaration of Brian Muchinsky in
15 support thereof;

16 9. Petitioner's Reply in support of same; and

17 10. The oral arguments of counsel at a hearing requested by the Court on May 17,
18 2024, pertaining only to Respondents' Motion to Stay.

19 Based on the foregoing and being otherwise fully advised in the premises, NOW
20 THEREFORE IT IS HEREBY ORDERED:

21 A. All enforcement of the judgment in this case is stayed pending appellate
22 review pursuant to RAP 8.1(c)(2). The Court hereby accepts the Subject Property itself as
23 security pursuant to RAP 8.1, given that Respondents contributed funds to repay prior
24

25 ORDER GRANTING RESPONDENTS'
MOTION TO STAY JUDGMENT AND SALE OF REAL PROPERTY
PENNDING NOTICE OF APPEAL - 2

ILLUMINATE LAW GROUP
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App.33a

1
2 encumbrances on the Subject Property adequate to secure Petitioner's interests as set forth in
3 RAP 8.1. This ruling is subject to the following conditions:

4 1. Respondents shall keep Subject Property in good and sellable condition
5 pending resolution of the appeal, less ordinary wear and tear. In the event of any damage
6 beyond ordinary wear and tear pending appeal, the parties shall discuss the matter in good
7 faith and bring the matter before this Court for resolution if necessary.

8 2. No party may place any additional encumbrances on the Subject
9 Property pending resolution of the appeal. Neither party shall sell, transfer, or convey the
10 Subject Property or otherwise encumber it pending resolution of the appeal.

11 3. The Respondents shall continue to pay property taxes and maintain
12 homeowners insurance on the Subject Property pending resolution of the appeal.

13 4. The Respondents shall reimburse Petitioner for payment of property
14 taxes for 2024. Petitioner shall provide Respondents with its the preferred means of payment.
15 Respondents will deliver payment in said amount to Petitioner, care of the office of
16 Petitioner's counsel, within 5 business days of the delivery of the proof of payment amount.

17 5. If the Court of Appeals affirms the Court's Order Granting Petitioner's
18 Motion for Partial Summary Judgment, then Respondents shall be reimbursed for the property
19 taxes they paid related to the Subject Property from May 17, 2024 going forward.

20 6. Reimbursement for any amount Respondents contributed towards
21 property taxes or mortgage payments prior to May 17, 2024 is reserved for further
22 proceedings.

23 B. The Court expressly reserves ruling on all outstanding motions pending
24 resolution of the appeal.

1
2 DATED this 21st day of May, 2024.

3 *s/electronically signed, filed, and served*
4 Honorable Nicole A. Gaines Phelps
5 King County Superior Court Judge

6 Presented by:

7 ILLUMINATE LAW GROUP

8 /s/ Brian M. Muchinsky

9 _____
10 Brian M. Muchinsky, WSBA #31860
11 Rachel E. Khadivi, WSBA #61597
12 Attorneys for Respondents

13 Approved as to Form;
14 Notice of Presentation Waived:

15 DES MOINES ELDER LAW

16 /s/ Holly A. Surface (via email authority)

17 _____
18 Holly A. Surface, WSBA #59445
19 Jerrica P. Seegar, WSBA #44734
20 Attorneys for Petitioner

21
22
23
24
25 ORDER GRANTING RESPONDENTS'
MOTION TO STAY JUDGMENT AND SALE OF REAL PROPERTY
PENNDING NOTICE OF APPEAL - 4

ILLUMINATE LAW GROUP
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Bellevue, WA 98004
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King County Superior Court
Judicial Electronic Signature Page

Case Number: 23-4-03951-1
Case Title: IN RE QUACH LIVING TRUST
Document Title: ORDER RE STAYING PROCEEDING PENDING APPEAL
Signed By: Nicole Phelps
Date: May 22, 2024



Judge: Nicole Phelps

This document is signed in accordance with the provisions in GR 30.

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O=KCJDA, CN="Nicole Phelps:
jvyw1jst7BGNWL9bfa3zUA=="

App.36a

WHEN RECORDED RETURN TO:
BRYAN S. PEREZ
PO BOX 7991
KETCHIKAN, ALASKA 99901

STATUTORY WARRANTY DEED

Grantor: THI UT QUACH, also known as Betty Quach, an unmarried woman
Grantee: Bryan Scott Perez, an unmarried man
Abbreviated Legal: LOT 14 OF NORMANDY VISTA DIVISION NO. 7
Assessor's Tax Parcel Number: 6123900140

THE GRANTOR, THI UT QUACH, (BETTY QUACH), unmarried woman,

for and in consideration of FIFTY THOUSAND DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to BRYAN SCOTT PEREZ, an unmarried man, the following described real estate, situated in the County of King, State of Washington:

LOT 14 OF NORMANDY VISTA DIVISION NO.7, AS PER PLAT RECORDED IN VOLUME 64 OF PLATS, PAGE 19, RECORDS OF KING COUNTY AUDITOR;

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

GRANTOR ACKNOWLEDGES THAT TITLE TO THE PROPERTY IS MARKETABLE AT THE TIME OF THIS CONVEYANCE. THE FOLLOWING SHALL NOT CAUSE THE TITLE TO BE UNMARKETABLE: RIGHTS, RESERVATIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS, PRESENTLY OF RECORD AND GENERAL TO THE AREA; EASEMENTS AND ENCROACHMENTS, NOT MATERIALLY AFFECTING THE VALUE OF OR UNDULY INTERFERING WITH GRANTEE'S REASONABLE USE OF THE PROPERTY; AND RESERVED OIL AND/OR MINING RIGHTS.

Document Date: 24 July 2021

by [Signature]
Thi Ut Quach

STATE OF WASHINGTON
County of King

I certify that I know or have satisfactory evidence that Ut Quach is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 24th day of July 2021.



[Signature]
Notary Public in and for the State of WASHINGTON
Residing at, Washington city of Burien
My appointment expires: 08-21-2022



WHEN RECORDED RETURN TO:
BRYAN S. PEREZ
PO BOX 7991
KETCHIKAN, ALASKA 99901

STATUTORY WARRANTY DEED

Grantor: THI UT QUACH, also known as Betty Quach, an unmarried woman
Grantee: Bryan Scott Perez, an unmarried man
Abbreviated Legal: LOT 14 OF NORMANDY VISTA DIVISION NO. 7
Assessor's Tax Parcel Number: 6123900140

THE GRANTOR, THI UT QUACH, (BETTY QUACH), unmarried woman,

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to BRYAN SCOTT PEREZ, an unmarried man, the following described real estate, situated in the County of King, State of Washington:

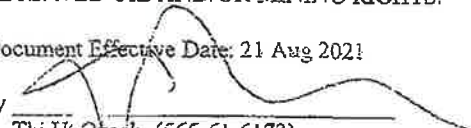
LOT 14 OF NORMANDY VISTA DIVISION NO. 7, AS PER PLAT RECORDED IN VOLUME 64 OF PLATS, PAGE 19, RECORDS OF KING COUNTY AUDITOR;

ALSO KNOWN AS: 426 S. 193RD STREET, DES MOINES, WASHINGTON 98148

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

GRANTOR ACKNOWLEDGES THAT TITLE TO THE PROPERTY IS MARKETABLE AT THE TIME OF THIS CONVEYANCE. THE FOLLOWING SHALL NOT CAUSE THE TITLE TO BE UNMARKETABLE: RIGHTS, RESERVATIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS, PRESENTLY OF RECORD AND GENERAL TO THE AREA; EASEMENTS AND ENCROACHMENTS, NOT MATERIALLY AFFECTING THE VALUE OF OR UNDULY INTERFERING WITH GRANTEE'S REASONABLE USE OF THE PROPERTY; AND RESERVED OIL AND/OR MINING RIGHTS.

Document Effective Date: 21 Aug 2021


by 
Thi Ut Quach, (565-61-6173)

STATE OF WASHINGTON
County of King

I certify that I know or have satisfactory evidence that Ut Quach is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 16th day of Aug 2021.





Notary Public in and for the State of WASHINGTON
Residing at, Washington city of Burien
My appointment expires: 04-01-2025

Exhibit #12

CERTIFICATE OF SERVICE

No. 25-1171

Bryan S. Perez and Linda Quach, and
Any Community Assets Pursuant to Any Committed Intimate Relationship,
Petitioners,

v.

Mary Pelentay, Individually and a Trustee of the
Quach Living Trust U/T/I August 27, 2021,
Respondent.

STATE OF WASHINGTON)
COUNTY OF KING)

Being duly sworn, I depose and say under penalty of perjury:

1. That I am over the age of 18 years and I am a party to this action, with a mailing address of 426 S 193rd St Des Moines, Washington 98148.

2. On the undersigned date, I served the respondent in the above captioned matter with the BRYAN S. PEREZ, ET AL. MOTION FOR STAY OF MANDATE, by mailing one correct copy of the motion and all attachments by way of USPS priority mail prepaid for delivery to the following address which Counsel of Record avers covers all parties required to be served.

Jerrica Pierson Seeger
Des Moines Elder Law PLLC
22024 Marine View Dr. S
Des Moines, WA 98198
(206) 212-0220
jerrica.seeger@rm-law.com
Counsel for Respondent

April 20, 2026


BRYAN S. PEREZ

(253) 205-6306

lost_perez@yahoo.com


LINDA QUACH