26-6080 ORIGINAL

No. _____

Supreme Court, U.S.
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IN THE
SUPREME COURT OF THE UNITED STATES

MARCUS D. SMITH,
Petitioner,

v.

NORTHWEST MOTORSPORT, INC., AND
NORTHWEST MOTORSPORT, LLC,
Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE
COURT OF APPEALS OF THE STATE OF WASHINGTON, DIVISION II

PETITION FOR A WRIT OF CERTIORARI

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QUESTION PRESENTED

Whether the Due Process Clause of the Fourteenth Amendment permits a State to enforce a disputed settlement involving a judgment creditor's demand that a pending appeal be dismissed as a condition of satisfying a money judgment and releasing its lien, and to impose contractual attorney fees and frivolous-appeal sanctions arising from the challenge to that settlement, where the petitioner contends that the contemporaneous record distinguishes payment of the judgment from surrender of appellate rights.

PARTIES TO THE PROCEEDING AND RULE 29.6 STATEMENT

Petitioner Marcus D. Smith was the appellant below. Respondents Northwest Motorsport, Inc. and Northwest Motorsport, LLC were the respondents below. On information and belief, Respondents are subsidiaries of Sonic Automotive, Inc. (NYSE: SAH), which acquired RFJ Auto Partners, Inc., Respondents' former parent, in December 2021; Respondents' own Rule 29.6 statement will control. Petitioner is an individual; no corporate disclosure statement is required of him under Rule 29.6.

RELATED PROCEEDINGS

Smith v. Northwest Motorsport, Inc., No. 23-2-04491-1, Superior Court of Washington for Pierce County. Judgment entered Feb. 9, 2024; order denying motion to vacate settlement entered July 26, 2024; reconsideration denied Aug. 19, 2024.

Smith v. Northwest Motor Sport Inc., No. 59144-8-II, Court of Appeals of Washington, Division II. Appeal dismissed on stipulation July 8, 2024; dismissal modified to with prejudice Aug. 22, 2024; mandate issued Sept. 30, 2024.

Smith v. Northwest Motor Sport Inc., No. 60047-1-II, Court of Appeals of Washington, Division II. Opinion filed Oct. 14, 2025; fee ruling Sept. 16, 2026; post-decision motions denied Oct. 21, 2026; filings of Oct. 21 and 23, 2026 pending without ruling.

Smith v. Northwest Motorsport, Inc., No. 104770-3, Supreme Court of Washington. Review denied Mar. 4, 2026; fee ruling Apr. 22, 2026; motions denied Sept. 2, 2026; later filings placed in file without action, Oct. 12–16, 2026 (App. J).

Smith v. Northwest Motorsport, Inc., No. 25A1309, Supreme Court of the United States. Application to extend time granted May 26, 2026.

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PETITION FOR A WRIT OF CERTIORARI

Petitioner Marcus D. Smith respectfully petitions for a writ of certiorari to review the judgment of the Court of Appeals of the State of Washington, Division II.

OPINIONS BELOW

The opinion of the Court of Appeals of Washington, Division II (App. A) is unpublished. The order of the Supreme Court of Washington denying review (App. C) is unreported. The superior court's order denying the motion to vacate (App. B) is unreported.

JURISDICTION

The Court of Appeals entered judgment on October 14, 2025. The Supreme Court of Washington denied a timely petition for discretionary review on March 4, 2026. App. C. No motion for reconsideration was filed in the Court of Appeals. On May 26, 2026, Justice Kagan extended the time to file a petition for a writ of certiorari to and including August 1, 2026, in Application No. 25A1309. A petition was submitted by postmark of July 24, 2026 and returned by the Clerk for correction on September 1, 2026; this corrected petition is submitted within 60 days under Rule 14.5. The jurisdiction of this Court is invoked under 28 U.S.C. § 1257(a).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

U.S. Const. amend. XIV, § 1 provides:

> "All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. 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."

28 U.S.C. § 1257(a) provides:

> "Final judgments or decrees rendered by the highest court of a State in which a decision could be had, may be reviewed by the Supreme Court by writ of

certiorari where the validity of a treaty or statute of the United States is drawn in question or where the validity of a statute of any State is drawn in question on the ground of its being repugnant to the Constitution, treaties, or laws of the United States, or where any title, right, privilege, or immunity is specially set up or claimed under the Constitution or the treaties or statutes of, or any commission held or authority exercised under, the United States."

Both provisions are also set out in App. F.

STATEMENT OF THE CASE

1. Petitioner Marcus D. Smith, representing himself, sued his former employer, Respondents Northwest Motorsport, Inc. and Northwest Motorsport, LLC, in Pierce County Superior Court in January 2023. The court granted Respondents summary judgment and awarded them $75,653.71 in fees and costs (Judgment No. 24-9-00491-3). CP 597; App. A, at 3a–5a. Petitioner appealed (Wash. Ct. App. No. 59144-8-II). Respondents recorded the judgment, which became a lien on Petitioner's properties, including his residence. App. A, at 5a–6a.

2. Petitioner did not post a supersedeas bond. In June 2024 he proposed a bond of $115,000 to $125,000 and sought to refinance his residence to fund it. CP 85. His lender required an unconditional release of the judgment lien. CP 90. Respondents prepared a subordination agreement, which the lender rejected. App. A, at 6a, 20a. Respondents later acknowledged that his "cancelled motion appeared to only ask the Court to fix the amount of a bond, which was moot since the parties concurred the sum of $125,000 was appropriate." CP 45 n.1; App. L, 81a; App. M, 1 VRP 13–14. He struck the hearing, telling the court it was "worked out"; Respondents said no agreement existed, and he said he had "misspoke." CP 87.

3. In the days before June 20, 2024, Petitioner sent Respondents further proposals, including a cash bond and "payments into the Court registry," each conditioned on release of the lien. CP 93–94 (counsel's description); App. A, at 7a. Petitioner had also sent counsel "an email from Pierce County Superior court and Lahna Storlie," which "provided a pathway for a civil

court bond deposit." CP 93; App. K. Counsel responded: "If you intend to post a bond or put money in the registry of the Court, you need to make those arrangements." CP 92.

4. At 4:41 p.m. that day, Respondents' counsel declined further bond discussions and wrote: "One alternative is for you to simply pay the judgment and dismiss the appeal. In response, Northwest Motorsport would provide a Satisfaction of Judgment, resulting in the extinguishment of the judgment lien." He added that a "payoff figure was provided to your escrow agent at their request," and that Respondents were "not obligated to find you a way to bypass the judgment without paying it and without dismissing the appeal." CP 93–94. At 5:00 p.m., Petitioner instructed escrow: "I will pay judgement from proceeds." Escrow replied at 5:18 p.m. that it needed to "update a few things." App. N, at 91a. Chicago Title later declined, absent a subpoena, to produce its internal communications. App. N, at 92a–94a (not in the record below).

5. On June 21, at 1:15 p.m., Petitioner wrote to Respondents' counsel: "I have the right to appeal the judgement and I have Appeal briefs due on July 15th, 2024. Currently, you spoke with my escrow and also in this document stipulating that I must dismiss the Appeal case in order for you to release the judgement." He asked: "Or is the only way that you will release funds if I sign an agreement to dismiss the lawsuit?" and added that he "would like the Appeal's court to review before dismissing the case." CP 93. Counsel replied that Respondents would not engage in further discussions about a bond. CP 92; App. A, at 9a.

6. Later on June 21, Petitioner offered to dismiss the appeal if the judgment were reduced to $50,000. Respondents countered: "payment of $70,000 and your dismissal of the appeal." Petitioner accepted. CP 92. The written agreement provided that the $70,000 would be paid from Chicago Title escrow upon closing of the refinance, with the executed Satisfaction of Judgment

released only simultaneously with payment (§ 2), and that a stipulation dismissing the appeal would be placed in escrow and filed upon closing (§ 3). CP 30, 59–61. Petitioner signed on June 28 and Respondents on July 2, 2024. The refinance closed July 5; Respondents received $70,000 and filed the satisfaction and the stipulation. App. A, at 10a.

7. That day Petitioner moved to vacate the settlement, alleging he signed under duress after Respondents conditioned release of the lien on dismissal of his appeal, in violation of his "rights to an Appeal." CP 2, 602. The motion stated: "We agreed upon $125,000.00, we agreed upon the Escrow Firm, Chicago Title and we agreed to a release. They in turn stipulated to my Escrow officer, Jaime Lawson of Chicago Title that they will not release the lien unless I agreed to cancel the Appeal in writing." CP 1–2. The Court of Appeals granted the stipulated withdrawal of No. 59144-8-II "without prejudice to any further proceedings related to the validity of the settlement agreement." CP 4. At the July 26, 2024 hearing, the superior court stated that the dismissal of the appeal "was contemplated all along," based on "the email chain." VRP 16. It found no economic duress by clear, cogent, and convincing evidence, denied the motion, and awarded Respondents $13,695 in fees. VRP 17–18; App. B. It denied reconsideration on August 19, 2024. App. B. Three days later, on Respondents' motion relying on that order, a Court of Appeals panel converted the dismissal of No. 59144-8-II to a dismissal with prejudice, without stating reasons. App. E.

8. The Court of Appeals affirmed on October 14, 2025. App. A. Its statement of facts quotes the June 20, 4:41 p.m. email in full, including the "pay the judgment and dismiss the appeal" sentence. App. A, at 7a–9a. Its analysis states that "it was Smith who offered to dismiss the Appeal" and that nothing in the record showed the offer was "at the urging of Northwest Motorsport." App. A, at 21a. The court held the appeal frivolous and sanctioned Petitioner and

his counsel jointly and severally. App. A, at 25a–27a. A commissioner later fixed that award at $68,250 in fees and $388 in costs. App. D-2.

9. Petitioner first objected in the trial court, in his July 2024 motion to vacate, that Respondents conditioned release of the judgment lien on cancellation of his appeal and thereby violated his "rights to an Appeal." CP 2. He presented the federal question in his pro se Petition for Review, filed November 13, 2025, whose table of authorities cited U.S. Const. amend. XIV, § 1 and *Mathews v. Eldridge*, 424 U.S. 319 (1976), and argued that conditioning lien release on dismissal of a pending appeal coerces waiver of the right to judicial review protected by the Washington and United States Constitutions. Pet. for Review, Assignment of Error 3 & Argument III (App. G). Respondents answered that the due process argument was new and presented no significant constitutional question, acknowledging the Fourteenth Amendment citation. Answer to Pet. for Review 16, 20–23 & n.5 (App. H). The Supreme Court of Washington denied review without opinion on March 4, 2026. App. C.

10. In the same order, the Supreme Court of Washington awarded Respondents fees for answering. App. C. It denied Petitioner's motions to modify the fee ruling and to clarify the record on September 2, 2026. App. D. In October 2026, its Clerk returned further requests without action because the case was closed, and the Court of Appeals denied two motions on procedural grounds on October 21, 2026.

REASONS FOR GRANTING THE PETITION

The Court of Appeals rested both its no-duress holding and its frivolousness sanction on the premise that "it was Smith who offered to dismiss the Appeal" and that nothing in the record showed the term came "at the urging of Northwest Motorsport." App. A, at 21a. The record it quoted shows otherwise: the day before Petitioner's offer, Respondents' counsel proposed that

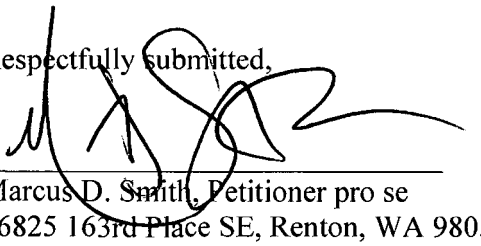
Petitioner "pay the judgment and dismiss the appeal" in exchange for satisfaction and lien release. CP 93–94; App. A, at 7a–9a. The trial court itself read the email chain as showing dismissal "was contemplated all along." VRP 16. The executed agreement then made release of the satisfaction and filing of the dismissal simultaneous conditions of payment. CP 59–61, §§ 2–3. At the hearing, Petitioner's counsel said no document memorialized the condition, and the court described the claim as "just Mr. Smith's say-so." VRP 7–8. Yet Respondents' own exhibit, which the court had before it, VRP 12, contained Petitioner's June 21 email, written before he signed, stating that counsel had told his escrow "that I must dismiss the Appeal case in order for you to release the judgement." CP 93. A State that conditions a judgment debtor's release from a lien on surrender of a pending appeal, then sanctions him as frivolous for challenging that condition on a premise its own record contradicts, raises the question presented: whether the Due Process Clause permits that result.

The question is outcome-determinative. The Court of Appeals' July 8, 2024 ruling dismissed the CR 15 appeal "without prejudice to any further proceedings related to the validity of the settlement agreement." App. E. If the settlement cannot be enforced consistent with due process, the predicate for the later with-prejudice dismissal falls with it, and the Washington courts may address the CR 15 appeal on remand under their own procedures.

CONCLUSION

The petition for a writ of certiorari should be granted. Petitioner respectfully requests that the Court vacate the judgment of the Court of Appeals of Washington, Division II, including its award of attorney fees and frivolous-appeal sanctions, and remand for further proceedings not inconsistent with this Court's opinion, including such proceedings concerning the validity of the settlement agreement and the related CR 15 appeal, No. 59144-8-II, as Washington law permits.

Respectfully submitted,



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