

**Cairns, Kelly (OIC)**

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**From:** Rose Howell [rosie.howl@gmail.com]  
**Sent:** Monday, December 19, 2011 11:12 AM  
**To:** Richard.Quinlan@libertymutual.com; Kreidler, Commissioner (OIC); Cairns, Kelly (OIC)  
**Cc:** AskDOJ@usdoj.gov; WA State Auditor Hotline; Amos, Tina; atlanta@sec.gov; billg@microsoft.com; DOR BRD; boston@sec.gov; brian.jewett@computershare.com; OFFICE RECEPTIONIST, CLERK; chairmanoffice@sec.gov; certified@sec.gov; Coa2Filings; customerservice.dpr@state.de.us; DOR Communications; chicago@sec.gov; dfw@sec.gov; Floe, Darcy (DOR); denver@sec.gov; Denzer, Fritz (OIC); Mark, Eric (OIC); ATG WWW Email AGO; foiapa@sec.gov; fraudnet@gsaig.gov; Floyd, Pam; GGooding@debevoise.com; NFPotter@debevoise.com; Rose Howell; hotline@oig.treas.gov; hotline@oig.doc.gov; Hawkins, Virgil; hotline@fcc.gov; Help; hotline@cncsig.gov; hhstips@oig.hhs.gov; inspector.general@usdoj.gov; info@gatesfoundation.org; lghotline@exim.gov; lghotline@fdic.gov; Jones, Jenny; lgarner@sec.gov; losangeles@sec.gov; Leider, Mary; millsl; miami@sec.gov; newyork@sec.gov; oighotline@state.gov; oighotline@usdoj.gov; oca@sec.gov; oig@sec.gov; oighotline@frb.gov; oig@cftc.gov; oighotline@gao.gov; oighotline@sba.gov; oms@sec.gov; oighotline@ftc.gov; oigotline@frb.gov; patrick.carter@state.de.us; philadelphia@sec.gov; rebecca.goldsmith@state.de.us; Sonntag, Brian; Reed, Sam; SusanD@dor.wa.gov; statetreasurer@state.de.us; Ferrell, Stephanie (OIC); saltlake@sec.gov; thomas.wagner@state.de.us; tradingmarkets@sec.gov; Dickinson, Tierra (OIC); Vincent.Nadile@wtmteamerica.com; TRE MI Washington State Treasurer; wscs.gen@ftb.ca.gov  
**Subject:** Wash. Ins. Comm. Case No. 1054012 - unpaid thirteen year liability SEC approved solvent G08-0084 - Howell . Safeco Ins. (Prudential) in re: Estate of Plotner

Ms. Cairns,

In reference to the above-mentioned you are in possession of my demand etc. and failed to notify me of a hearing on December 5, 2011 - just as you conducted my business with THIRD PARTIES through the SEC approval process on / before September 18, 2008, Case No. G08-0084.

Do any of you(S) do your job ETHGICALLY. NOTIFICATION OF THE HEARING ON ME (A VERY INTERESTED PARTY) WOULD'VE BEEN ETHICAL. Because you ave failed to perform your duties ethically "ME", my children and grandchildren are THIRTEEN YEARS WITHOUT CHRISTMAS, BASIC NECESSITIES OF LIFE. And, you've all bought further liability.

I will be emailing you copies of documents, OBJECTION, etc. You and Mr. Kreidler can "NOT" LEGALLY permit Safeco move any assets to New Hampshire or elsewhere until MY DEMAND IS TENDERED SATISFIED INTO MY BROKERAGE ACCOUNT. You've already facilitated THIRD PARTY THEFT ON DECEMBER 18, 2001 AND SEPTEMBER 18, 2008 IN REGARD TO HOWELL V. SAFECO INS. IN RE: ESTATE OF PLOTNER.

You will be receiving a formal OBJECTION - although you can consider this not only a complaint but a formal objection to your Ins. Comm. inability to ETHICALLY PERFORM HIS JOB IN JANUARY OF 2006 when a complaint was filed and further facilitated third party theft. IT IS YOUR(S) JOB TO RE-APPROPRAITE THOSE THIRD PARTY FUNDS AND TENDER MY DEMAND SATISFIED FORTHWITH. See RCW 48.31.151, 48.31.280, 48.31B.060, 48.17.480, 9A.56; WAC 284-30-330; RCW 9A.42.010, 9A.32.030-070, ETC., ETC., ETC.....

Mr. Quinlan I hope you're planning on attending the January 10 hearing in person and bring the materials in your possession (empahsis added)

Have a nice day!

Respectfully,

Rose Howell a.k.a. Rosemarie Anne (Vikara) Howell

## Cairns, Kelly (OIC)

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**From:** Rose Howell [rosie.howl@gmail.com]  
**Sent:** Monday, January 02, 2012 12:19 AM  
**To:** Kreidler, Commissioner (OIC); Cairns, Kelly (OIC); Richard.Quinlan@libertymutual.com  
**Cc:** Rose Howell; billg@microsoft.com; brian.jewett@computershare.com; certified@sec.gov; OFFICE RECEPTIONIST, CLERK; chairmanoffice@sec.gov; Brown, Charles (OIC); Beusch, Christina (ATG); Sureau, Carol (OIC); mills; NFPotter@debevoise.com; GGooding@debevoise.com; foiapa@sec.gov; fraudnet@gsaig.gov; Hawkins, Virgil; inspector.general@usdoj.gov; info@gatesfoundation.org; Dalton, Linda A. (ATG); oighotline@state.gov; oca@sec.gov; oig@sec.gov; patrick.carter@state.de.us; parker@carneylaw.com; phcantilo@cb-firm.com; rebecca.goldsmith@state.de.us; slhiroms@cb-firm.com; Sorenson@carneylaw.com; wscs.gen@ftb.ca.gov  
**Subject:** Case No. 11-0261 in re: Howell v. Safeco Ins. Co. of America, Et Al.; BNY Mellon; Liberty Mutual, Et Al. in re: Estate of Plotner  
**Attachments:** 12.28.2011\_ 11-0261 Objection\_Notice to Show Cause Ins. Comm. Action.pdf

Dear Sir / Madam:

See the attached and please consider yourself served. The necessary individuals and courtesy copy will be receiving a notarized packet. You're previously in possession of the appendixes although the delivered copies will have appendixes attached.

Mr. Quinlan,

I'm attending the hearing for the sole purpose of making myself available to you - please be there to get this matter taken care of (emphasis added)

Hope you all enjoyed your holiday - it is now the year of the tiger, let her roar.

Respectfully,

Rose Howell a.k.a. Rosemarie Anne (Vikara) Howell

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STATE OF WASHINGTON  
OFFICE OF THE INSURANCE COMMISSIONER

Herbert H. ...  
Patricia J. ...  
Chief Executive Officer

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In the Matter of the Re-domestication of:  
Safeco Insurance Company of America;  
Safeco Surplus Lines Insurance Company;  
First National Insurance Company of  
America; and, General Insurance Company of  
America,

**Docket No.: 11-0261**  
CREDITOR OBJECTION  
AND NOTICE TO SHOW CAUSE  
For the 'IMMEDIATE' ACTION  
Of the INS. COMM.

Authorized Domestic Insurers;

Pending Resolution  
AS A MATTER OF LAW

*In Re:*  
*Civil Un-Paid "solvent" Claim G08-0084.*

In the matter of:  
Howell v. Safeco Ins. Co. of America, Et Al.  
*in re:* Estate of Plotner

**OBJECTION**

COMES NOW, Rose Howell a.k.a Rosemarie Anne (Vikara) Howell files [t]his objection to the re-domestication of Safeco Ins. of America, Et Al. and requests the Washington Insurance Commissioner *act with due diligence* [<sup>1</sup>] "as a matter of law" in the matter of Howell v. Safeco Ins. Co. of America; BNY Mellon (trustees); Liberty Mutual in re: Estate of Plotner [<sup>2</sup>]. See RCW's 48.31.151, 48.31.280, 48.31B.060, 23B.14; CR 6, 50, 55 (A), (b) (1) and (c) (1).

[T]his affirmative personal injury under CR 55 (A), is / has been protracted 'thirteen years' by Safeco Ins. Co. of America, Et Al. deceptive

<sup>1</sup> Due Diligence is required, the matter of *Howell v. Safeco Ins. Co.; BNY Mellon; Liberty Mutual in re: Estate of Plotner* is a thirteen year matured affirmative personal injury under CR 55 (A), the reckless negligence of Keith Plotner inflicted Howell life altering injuries upon impact.

<sup>2</sup> See Appendix 1, *attached* - packet of notarized documents.

CREDITOR OBJECTION And NOTICE TO SHOW CAUSE For The 'IMMEDIATE' ACTION Of The INS. COMM. -  
PENDING RESOLUTION "AS A MATTER OF LAW" in the matter of: HOWELL v. SAFECO INS. CO. OF AMERICA, ET AL. in re: ESTATE OF PLOTNER - 1

1 practices; *Coventry Assocs. v. Am. States Ins. Co.*, 136 Wn.2d 269, 281, 961 P.2d  
2 933 (1998) (Emphasis added.)

3 WAC 284-30-330 – The following are hereby defined as unfair  
4 methods of competition and unfair deceptive acts or practices of the  
5 insurer in the business of insurance, **specifically applicable to the**  
6 **settlement of claims:** (2) Failing to acknowledge and act reasonably  
7 promptly upon communications with respect to claims.... (3) Failing to  
8 adopt and implement reasonable standards for the prompt investigation  
9 of claims... (4) Refusing to pay a claim.....(5) Failing to affirm or  
10 deny coverage of claims within reasonable time after.....proof of  
11 loss documentation is submitted; (6) Not attempting in good faith to  
effectuate prompt, fair and equitable settlements of claims in which  
liability has become reasonably clear.....(7) Compelling a first  
party claimant to initiate or submit to litigation, arbitration, or...to  
recover.....(8) Attempting to settle a claim for less.....(12) Failing  
to promptly settle claims, where liability has become reasonably  
clear.....

12 In Re: Case No. G08-0084:

13 Under WAC 284-30-330, the Washington Insurance Commissioner and  
14 SEC on / before / after September 18, 2008, *further facilitated* Safeco Ins. Co. of  
15 America *deceptive practices* through including, not limited FRAUD and  
16 IDENTITY THEFT. *See* RCW 9A.60.040 and Title 9A.56 RCW.

17 Safeco Ins. Co. of America, Et Al. under successor control / acquisition of  
18 Liberty Mutual, Et Al. ascertained order(s) and articles of incorporation (Trust  
19 Agreement) based on FRAUD and DECEPTION. *See* RCW 23B.14. As a  
20 consequence, third party agreements are “NOT” legally binding (emphasis  
21 added.) In fact, those Massachusetts trust assets, not legally belonging thereto,  
22 third party(s) “must” be re-appropriated *forthwith* under RCW’s 48.31B.060 and  
23 23B.14. And, [t]his ‘one and only accident victim’ (Rose Howell a.k.a. Rosemarie  
24 Anne (Vikara) Howell) *un-paid claim* (demand) tendered satisfied “as a matter of  
25 law” *without further undue delay*. *See* RCW’s 48.31.151, 48.31.280.

1 RCW 48.31.151 – Whenever a creditor whose claim against an insurer is  
2 secured, in whole or part, by the undertaking of another person....he or she  
3 discharges the undertaking. **“In the absence of an agreement with the**  
4 **creditor”** to the contrary, the other person is not entitled to a distribution until  
5 the amount paid to the creditor on the undertaking plus the distributions paid on  
6 the claim from the insurer’s estate to the creditor equals **‘the amount of the**  
7 **entire claim of the creditor’** (emphasis added.) The creditor shall hold any  
8 excess received by him or her in trust for the other person...

6 RCW 48.31B.060 – (3) A person who was a parent corporation or  
7 holding company or otherwise controlled the insurer when the  
8 distributions were paid is liable up to the total amount of distributions  
9 required to fulfill its obligation ([t]his un-paid claim).

9 AT THIS JUNCTURE:

10 Under RCW 48.07.210 (4), Liberty Mutual, Et Al. (Safeco Ins. Co. of  
11 America, Et Al.; BNY Mellon) are required to amend articles of incorporation  
12 (Trust Agreement) thereby, remedy the FRAUD and cease and desist the  
13 disbursement of Massachusetts trust assets (Safeco Trust under BNY Mellon) to  
14 third party(s), not legally belonging thereto (emphasis added.)

15 Under RCW 48.05.430, the Washington Insurance Commissioner is  
16 required to “correct his orders” and remedy [t]his FRAUD and DECEPTION  
17 forthwith. And, under RCW 48.13.475, the Washington Insurance Commissioner  
18 “must” ‘immediately’ effect the transfer of “solvent” Safeco Trust Assets  
19 (Massachusetts trust assets (BNY Mellon) under RCW 23.90.020-040) to  
20 Howell’s brokerage account “as a matter of law” (emphasis added.)

21 Under RCW 23.86.230, Liberty Mutual, Et Al. (Liberty Mutual Holding  
22 Co., Et Al. [<sup>3</sup>]) through SEC approval acquired [t]his *un-paid claim* (demand) *in*  
23 *its entirety* “as a matter of law.” See CR 50, 55.

24 RCW 23.86.230 – (2) When merger has been effected: (c) If the surviving entity  
25 is a cooperative association, it shall have all the ...and shall be subject to all the  
26 duties and liabilities.....under chapter 23.86 RCW. If the surviving entity is  
27 an ordinary business corporation, it shall have all the.....and shall be  
28 subject to all the duties and liabilities of a corporation organized or existing  
29 under Title 23B RCW. (3)**The surviving cooperative association or**

29 <sup>3</sup> AIG, Et Al. deceptive practices are governed under RCW 23B.14; see also, RCW 48.31B.060.  
30 CREDITOR OBJECTION And NOTICE TO SHOW CAUSE For The 'IMMEDIATE' ACTION Of The INS. COMM. -  
31 PENDING RESOLUTION "AS A MATTER OF LAW" in the matter of: HOWELL v. SAFECO INS. CO. OF AMERICA, ET

1                    **corporation, as the case may be, shall, after the merger is effected, be**  
2                    **responsible and liable for all the liabilities and obligations of each of the**  
3                    **organizations so merged; and any claim existing or action or proceeding**  
4                    **pending by or against any of such organizations may be prosecuted as if the**  
5                    **merger had not taken place** and the surviving cooperative association or  
                    corporation may be substituted in its place. **Neither the right of the creditor**  
                    nor any liens upon the property of any cooperative association or corporation  
                    party to the merger **shall be impaired by the merger.**

6                    Furthermore, under RCW 23.90.0202-040, BNY Mellon acquired Safeco  
7                    Trust in 2004. On September 18, 2008, the SEC and Washington Insurance  
8                    Commissioner declared the above-mentioned trust assets solvent ‘owing’ [t]his  
9                    *un-paid claim* (demand) [4]. As such, regardless of the fraudulently obtained  
10                   articles of incorporation (Trust Agreement) under WAC 284-13-550 (2) (j),  
11                   including, not limited the BNY Mellon (trustee) is liable for its negligence when,  
12                   and if, funding third party(s) theft. *See* RCW’s 9A.82.060-080.

13                                    RCW 23.90.020 – A Massachusetts Trust is an unincorporated business  
14                                    association created at common law by an instrument under which  
15                                    property is held and managed by trustees for the benefit and profit of  
16                                    such persons as may be or may become the holders of transferable  
                                    certificates evidencing beneficial interest in the trust estate....  
                                    (Emphasis on the “benefit & profit” of the beneficiary [5]).

17                                    WAC 284-13-550 – (2) (d) The trust agreement shall provide that: (i) **The**  
18                                    **beneficiary shall have the right to withdraw assets from the trust account at**  
19                                    **any time**, without notice to the grantor, subject only to written notice from the  
20                                    beneficiary to the trustee; (ii) No other statement or document is required to be  
21                                    presented in order to withdraw assets, except that the beneficiary may be  
22                                    required to acknowledge receipt of withdrawn assets; (iii) It is not subject to any  
23                                    conditions or qualifications outside the trust agreement; and (iv) It shall not  
24                                    contain references to any other agreements or documents except as provided  
25                                    under (k) of this subsection. (e) **The trust agreement shall be established for**  
26                                    **the sole benefit of the beneficiary.** (f) The trust agreement shall require the  
                                    trustee to: (ii)...beneficiary may negotiate any such assets, without consent or  
                                    signature of the grantor or any other person or entity; (ii) **Furnish**  
                                    **to...beneficiary a statement of all assets in the trust account...** at the end of  
                                    each calendar year quarter; (iv) **Notify the...beneficiary within** ten days, of any  
                                    deposits to or withdrawals from the trust account; (v) **Upon written demand of**

27                    <sup>4</sup> *See* Appendix 1, *attached*.

28                    <sup>5</sup> The beneficiary (one and only accident victim) is Rose Howell although [t]his accident victim  
29                    ‘thirteen years’ has “NOT” received restitution. Nonetheless, third party(s) have ascertained ample  
30                    stolen assets (emphasis added.)

31                    CREDITOR OBJECTION And NOTICE TO SHOW CAUSE For The ‘IMMEDIATE’ ACTION Of The INS. COMM. -  
32                    PENDING RESOLUTION "AS A MATTER OF LAW" in the matter of: HOWELL v. SAFECO INS. CO. OF AMERICA, ET

1 the beneficiary, immediately take any and all steps necessary to transfer  
2 absolutely and unequivocally all right, title, and interest in the assets held in  
3 the trust account to the beneficiary and deliver physical custody of the  
4 assets to the beneficiary; and (vi) Allow no substitutions or withdrawals of  
5 assets from the trust account, except on written instruction from the beneficiary,  
6 upon call or maturity of any trust asset, withdraw such asset upon condition that  
7 the proceeds are paid into the trust account...(j) The trust agreement shall  
8 provide that the trustee shall be liable for its own negligence, willful  
9 misconduct, or lack of good faith.....etc. (B) Provide the return of the actual  
10 amounts required, and for ...(C) Attorney's fees; (D) Any other reasonable  
11 expenses.

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**NOTICE TO SHOW CAUSE  
FOR THE COMMISSIONER'S 'IMMEDIATE' ACTION**

Pursuant to RCW 48.04.050, Howell has cause to move the Insurance  
Commissioner to: (1) under CR 6, 50, 55 (A), (b) (1) and (c) (1) act with due  
diligence [<sup>6</sup>]; (2) under RCW 48.13.475, issue an order to effect the 'immediate'  
transfer of Massachusetts trust assets (Safeco Trust) held under BNY Mellon to  
Howell's brokerage account; (3) under RCW 48.05.430, correct the order(s) *in re:*  
G08-0084, and; (4) under RCW 48.07.210 (4) 'before' authorizing the re-  
domestication of Safeco Ins. Co. of America, Et Al. (Liberty Mutual; BNY  
Mellon) amend the articles of incorporation (Trust Agreement) ascertained  
through fraud. As such, *Howell moves the Washington Insurance Commissioner  
to perform the above-mentioned in an expeditious fashion making certain [i]his  
un-paid claim (demand) is tendered satisfied to Rose Howell a.k.a. Rosemarie  
Anne (Vikara) Howell forthwith* (emphasis added.)

RCW 48.07.210 – (4) Any insurer transferring its corporate domicile  
under this section shall file any amendments to articles of  
incorporation, bylaws, or other corporate documents that are required to  
be filed in this state before the insurer may receive approval of its  
proposed plan by the commissioner.

<sup>6</sup> Safeco Ins. Co. is in default under CR 55 (A), subject to default judgment "as a matter of law"  
under CR 6, 50, 55 (b) (1) and (c) (1); *U.S. v. Zoeb Enterprises*, supra at 3; *United States v.*  
*DuBois Farms*, 1 OCAHO 225 (August 29, 1990) at 2.

1 The below mentioned Massachusetts trust assets (BNY Mellon) were  
 2 declared solvent on September 18, 2008, *in re*: Case No. G08-0084. The attached  
 3 *un-paid claim* (demand) in the matter of Howell v. Safeco Ins. Co. of America;  
 4 BNY Mellon; Liberty Mutual *in re*: Estate of Plotner is to date *un-paid* to Rose  
 5 Howell a.k.a. Rosemarie Anne (Vikara) Howell, the 'one and only' accident  
 6 victim [<sup>7</sup>] (emphasis added.)

September 18, 2008, Massachusetts Trust Assets of Rose Howell approved "solvent"	G08-0084	
Massachusetts Trust Accounts	WA. UBI #	Delaware #
Safeco Common Stock Trust	601495758	2336716
Safeco Managed Bond Trust	601531842	2336717
Safeco Resource Series Trust	601495757	2336706
Safeco Tax Exempt Bond Trust	601495754	2336719
Safeco Taxable Bond Trust	601495750	2336718
<b>Safeco Insurer's acquired / merged (G08-0084)</b>		
Safeco Ins. Co. of America	600085432	redist'd/ renam'd
General Ins. Co. of America	602028726	"" ""
First National Ins. Co. of America	602028753	"" ""
Safeco Surplus Lines Ins. Co.	601951212	"" ""

RCW 48.13.475 – (1) Notwithstanding the maintenance of securities with a custodian pursuant to agreement, if the commissioner: (a) Has reasonable cause to believe that the domestic insurer: (i) Is conducting its business and affairs in such a manner as to threaten to render it insolvent; (ii) **Is in a hazardous condition or is conducting its business and affairs in a manner that is hazardous to its policy holders, creditors, or the public;** or (iii) Has committed or is committing or has engaged or is engaging in any act that would constitute grounds for rendering it subject to rehabilitation or liquidation proceedings; or (b) Determines that irreparable loss or injury to the property and business of the domestic insurer has occurred or may occur unless the commissioner acts immediately; **then the commissioner may, without hearing, order the insurer and the custodian promptly to effect the transfer of the securities to another custodian** approved by the commissioner. Upon receipt of the order, the

<sup>7</sup> See Appendix 1, *attached* – notarized service.

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custodian shall promptly effect the transfer of the securities. **Notwithstanding the pendency of any hearing or request for hearing.....**

RCW 48.05.430 – (7) “Corrective Order” means an order issued by the commissioner specifying corrective actions that the commissioner has determined are required.

Under RCW 48.13.475, Safeco Ins. Co. of America; BNY Mellon, and; Liberty Mutual, Et Al. *is / has been acting in a hazardous manner to [t]his creditor* and its policy holders (emphasis added.) Under RCW 48.05.430, the Insurance Commissioner’s *‘immediate’ corrective action is required.* Under RCW 48.07.210 (4), Safeco Ins. Co., Et Al. *is required to amend articles of incorporation* (Trust Agreement) ascertained through including, not limited fraud and identity theft ‘before’ transferring its corporate domicile. Under RCW 48.05.290, Safeco Ins. Co. of America, Et Al. *is not permitted to withdraw from this state without ‘first’ resolving [t]his un-paid claim* (demand) *“as a matter of law.”* See CR 6, 50, 55 (A), (b) (1) and (c) (1); RCW 48.31.151. And, under RCW 48.05 Safeco Ins. Co. of America, Et Al. (Liberty Mutual; BNY Mellon) is bound by the jurisdiction of this state.

RCW 48.05.290 – (1) No insurer shall withdraw from the state until its direct liability to its policyholders and obliges under its insurance contracts then in force in this state has been assumed by another authorized insurer under an agreement approved by the commissioner....(2) The commissioner may waive this requirement if he or she finds upon examination that a withdrawing insurer is then fully solvent and.....(3) The assuming insurer shall within a reasonable time replace the assumed insurance contracts with its own, or by endorsement thereon acknowledge its liability thereunder.

Liberty Mutual, Et Al. acquired [t]his demand (claim) *in its entirety* under RCW 23.86.230, on / *before* September 18, 2008 through the SEC approval process. Moreover, under RCW 48.31.151, Safeco Ins. Co. of America, Et Al.; BNY Mellon; Liberty Mutual, Et Al. *deception* paid third parties without

1 authority of law [<sup>8</sup>] 'before' settling [t]his affirmative personal injury under CR 55  
2 (A) with the 'one and only' accident victim (Rose Howell a.k.a Rosemarie Anne  
3 (Vikara) Howell) and as such is bound by [t]his *un-paid claim* (demand)  
4 (emphasis added.) *See* RCW 48.31.151.

### 5 6 SUPPORTING BACKGROUND FACTS

7 On March 3, 1999, Keith Plotner forcefully rear-ended Howell while  
8 waiting stopped at a red light causing Howell life altering injuries on impact  
9 including, not limited a trauma induced degenerative spinal cord injury. *See* CR  
10 55 (A) [<sup>9</sup>].

11 On July 10, 2001, an affirmative personal injury lawsuit was commenced.  
12 On July 30, 2001, Keith Plotner [himself] defaulted and on August 7, 2001, Keith  
13 Plotner [himself] filed a late answer without leave of court and without excusable  
14 neglect and due diligence required under CR 55 (c) (1); *Augusta Fiberglass*  
15 *Coatings, Inc. v. Fodor Contracting Corp.*, C.A. 4<sup>th</sup> 1988, 843 F.2d 808.

16 On August 10, 2001, Safeco Ins. Co. of America 'after the fact' chose to  
17 intervene, became joint tortfeasor(s), acted in bad faith and imposed thirteen years  
18 of unfair deceptive practices; *Coventry Assocs. v. Am. States Ins. Co.*, 136 Wn.2d  
19 269, 281, 961 P.2d 933 (1998). Simply put: Safeco Ins. Co. of America, Et Al.  
20 paid third party claim(s) on / before / after December 18, 2001, without settling  
21 [t]his affirmative personal injury with Howell, the accident victim [<sup>10</sup>]. Moreover,  
22 Howell has no agreement / nor ever has had an agreement with 'any' third party  
23 recipient(s) or other. *See* RCW 48.31.151.

24  
25 <sup>8</sup> Howell has no agreement with any third party. *See* RCW 48.31.151.

26 <sup>9</sup> *See* Appendix 1, *attached*.

27 <sup>10</sup> On November 18, 2011, it was discovered Safeco Ins. Co. of America conducted business  
28 with third parties committing identity theft in the city of San Diego, California without subject  
29 matter jurisdiction, without authority of law, without custodial authority, without Howell's  
30 residence, participation, presence, agreement, authority, knowledge, consent, power of attorney, or  
31 other. *See* RCW 48.31.151.

1 [T]his affirmative personal injury has “NOT” in ‘thirteen years’ been  
2 settled with the accident victim, Rose Howell a.k.a. Rosemarie Anne (Vikara)  
3 Howell. Although, has provided ‘lifestyles of the rich and famous’ to third  
4 party(s) “as a matter of law” committing including, not limited THEFT. See Title  
5 9A.56 RCW. Nonetheless, third party agreements are “NOT” legally binding  
6 (emphasis added.)

7 On February 12, 2008, Howell moved for default and subsequently  
8 thereafter, for judgment as a matter of law, and pro se litigation expenses [<sup>11</sup>]. See  
9 RCW’s 48.31.151, 4.84.015, 4.84.030, 4.84.185; CR 6, 50, 55 (A), (b) (1) and (c)  
10 (1); RAP 18.1, 18.9. Before that, Safeco Ins. Co. of America chose to indemnify  
11 Howell’s demand; *Am. Best Food, Inc. v. Alea London, Ltd.*, 168 Wn.2d 398, 404,  
12 229 P.3d 693 (2010) (emphasis added.)

13 On September 18, 2008, the Washington Insurance Commissioner and the  
14 SEC approved Safeco Trust (BNY Mellon) ‘solvent’ owing [t]his *un-paid claim*  
15 (demand). Although, failed to conduct business ‘once more’ with ‘the one and  
16 only accident victim.’ As such, Safeco Ins. Co. of America, Et Al. articles of  
17 incorporation (Trust Agreement) are FRAUDULENT.

18 As a consequence, to the above-mentioned under RCW 48.31.151, Safeco  
19 Ins. Co. of America, Et Al. is bound by [t]his demand (default judg. as a matr of  
20 law); *Westlake N. Prop. Owners Ass’n v. City of Thousand Oaks*, 915 F.2d 1301,  
21 1306 (9<sup>th</sup> Cir. 1990) (citing *Martin v. Wilks*, 490 U.S. at 762, 109 S. Ct. 2180, 104  
22 L.Ed.2d 835 (1989)).

23 Safeco Ins. Co. of America, Et Al. *in re*: Estate of Plotner are in default  
24 under CR 55 (A), subject to this default judgment under CR 55 (b) (1); *U.S. v.*  
25 *Zoeb Enterprises*, supra at 3; *United States v. DuBois Farms*, 1 OCAHO 225  
26 (August 29, 1990) at 2.

28  
29 <sup>11</sup> See Appendix 2 & 3, attached – *in re*: case 01-2-02693-7.  
30 CREDITOR OBJECTION And NOTICE TO SHOW CAUSE For The ‘IMMEDIATE’ ACTION Of The INS. COMM. -  
31 PENDING RESOLUTION “AS A MATTER OF LAW” in the matter of: HOWELL v. SAFECO INS. CO. OF AMERICA, ET  
32 AL. *in re*: ESTATE OF PLOTNER - 9

1 "If a party chooses to intervene; *Comm'rs Court of Medina*  
2 *County, Tex. v. United States*, 683 F.2d 435, 440-41 (D.C. Cir.  
3 1982), that party is bound by judgment;" *Yniguez v. Arizona*, 939  
4 F.2d 727, 735 (9<sup>th</sup> Cir. 1991) (quoting *Hansberry v. Lee*, 311 U.S.  
5 32, 40, 61 S. Ct. 115, 85 L.Ed. 22 (1940)).

6 As a further consequence, to the above-mentioned the Washington  
7 Insurance Commissioner "must" (1) issue an order to effect the 'immediate'  
8 transfer of Massachusetts trust assets to Howell's brokerage account under RCW  
9 48.13.475; (2) correct the order(s) in re: G08-0084 under RCW 48.05.430, and;  
10 (3) amend the articles of incorporation (Trust Agreement) ascertained through  
11 fraud under RCW 48.07.210 (4).

12 Furthermore, as is referenced herein Safeco Ins. Co. of America, Et Al.;  
13 BNY Mellon; Liberty Mutual, Et Al. and the Washington Insurance  
14 Commissioner's failure to act upon the law, not deception, "are" daily denying  
15 justice depriving 'the one and only accident victim' life, liberty and property  
16 (literally) 'thirteen years.' *See* Wash. Const. Art. 1 § 3; 10.

17 As a consequence to the above-mentioned and as is referenced attached  
18 hereto, the above-mentioned "must" be remedied *with due diligence* and *in an*  
19 *expeditious fashion*, pursuant to RCW's 23.86.230, 23B.14, 23.90.020-040,  
20 48.04.050, 48.05.290, 48.05.430, 48.07.210 (4), 48.13.475, 48.31.151, 48.31.280,  
21 48.31B.060, 9A.60.040 and Title 9A.56 RCW; WAC 284-30-330, WAC 284-13-  
22 550; CR 6, 50, 55 (A), (b) (1) and (c) (1). Making certain, ***[t]his un-paid 'solvent'***  
23 ***claim (demand) is tendered satisfied to the 'one and only accident victim' Rose***  
24 ***Howell a.k.a. Rosemarie Anne (Vikara) Howell without further delay.***

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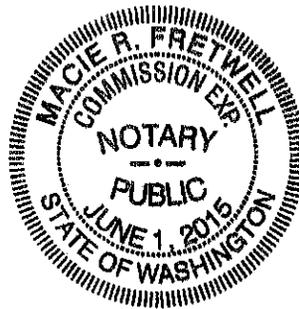
**AFFIDAVIT**

I, Rose Howell a.k.a Rosemarie Anne (Vikara) Howell, been duly sworn, declare under penalty of perjury that the contents herein are true and correct to the best of my knowledge, except as to those matters and things alleged upon information and belief, and as to those things believe them to be true.

Dated, this 3<sup>rd</sup> day of January 2012.

Rose Howell a.k.a Rosemarie Anne (Vikara) Howell  
Beneficiary  
9504 N.E. 5<sup>th</sup> Street  
Vancouver, WA 98664

SWORN TO AND SUBSCRIBED BEFORE ME, A  
NOTARY PUBLIC, THIS 3 DAY OF  
JANUARY, 2012.



*Macie R. Fretwell*

NOTARY PUBLIC

My commission expires June 1, 2015

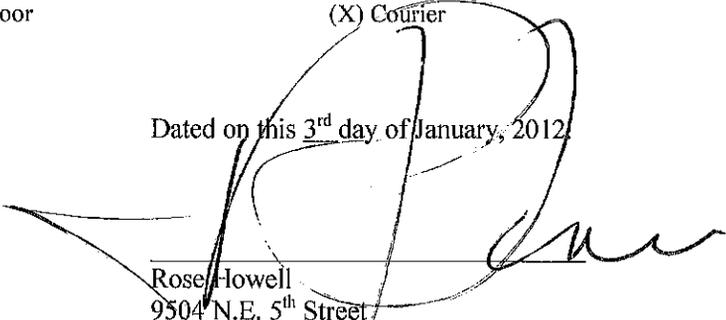
CREDITOR OBJECTION And NOTICE TO SHOW CAUSE For The 'IMMEDIATE' ACTION Of The INS. COMM. -  
PENDING RESOLUTION "AS A MATTER OF LAW" in the matter of: HOWELL v. SAFECO INS. CO. OF AMERICA, ET

CERTIFICATE OF SERVICE

I certify that on the 3<sup>rd</sup> day of January, 2012, I caused a true and correct copy of Creditor Objection and Notice to Show Cause for the 'Immediate' Action of the Ins. Comm. in the matter of Howell v. Safeco Ins. Co. of America, Et Al. in re: Estate of Plotner, to be served on the following in the manner indicated:

- 1) Mike Kreidler, Insurance Commissioner  
Washington State Insurance Commissioner (X) Courier  
PO Box 40255  
Tumwater, WA 98504-0255 (X) Email
- 2) Richard Quinlan  
Deputy General Counsel (X) Courier  
Senior V.P. and Mgr. Corporate Group (X) Email  
175 Berkley Street  
Boston, MA 02116
- 3) Melvin N. Sorensen, Esq.  
Carney Badley Spellman, P.S. (X) Courier  
701 Fifth Avenue, # 3600  
Seattle, WA 98104-7010
- 4) Debevoise & Plimpton LLP (X) Email  
New York, New York 10022 (X) Courier  
Attn: Gregory V. Gooding, Esq.  
Nicholas F. Potter, Esq.
- 5) Mellon Investment Services LLC (X) Courier  
480 Washington Blvd, 29<sup>th</sup> Floor  
Jersey City, NJ 07310  
Attn: Legal Dept.

Dated on this 3<sup>rd</sup> day of January, 2012.

  
\_\_\_\_\_  
Rose Howell  
9504 N.E. 5<sup>th</sup> Street  
Vancouver, WA 98664

# APPENDIX

## 1

Friday November 18, 2011

Computer Share  
Shareholder Services  
P.O Box 43033  
Providence, Rhode Island 02940  
Attn: Brian Jewett, Fraud Dept.  
Attn: Controller

Liberty Mutual Group, Inc.  
Liberty Mutual Holding Co., Inc.  
Safeco Ins. Co. of America  
175 Berkeley Street  
Boston, MA 02116  
Attn: Richard Quinlan

Prudential Annuities  
Client Relations  
PO Box 7960  
Philadelphia, PA 19176  
Attn: Lisa Hayer

RE: Prudential Financial Inc. (Safeco Ins. Co.) **Trust (Account # BP3019010)**;  
And,  
Life Insurance Policies of Joseph John and Geraldine Anne (Fleming) Vikara (Account #'s  
33096119 and 47364989)

Dear Sir / Madam:

In the above-mentioned matter(s) please reference the attached letter(s) of DEMAND for detailed information on the "trust" (**Prudential Trust Account # BP3019010**), and occurrences **surrounding this trust**. Prudential Financial, Inc. re-organized subsequent to March 3, 1999 (with the assistance of Warren Buffet of Berkshire-Hathaway) and issued the above-mentioned "trust" on December 18, 2001, under the name of Joseph John Vikara, my father. Prudential (Safeco, Et Al.) conducted "my" business in the City of San Diego, California without subject matter jurisdiction and without my residence, presence, participation, agreement, knowledge, consent, power of attorney, custodial authority, without authority of law or other, and without conducting depositions from "me" until 2004 and 2005 (depositions are in my possession).

Simply put, **the above-mentioned trust never should've been disbursed;** 'the trust is intended a settlement' in the matter of Howell v. Safeco Ins. Co. of America, Et Al. in re: Estate of Plotner, which has been confirmed.

Howell v. Safeco, Et Al. in re: Estate of Plotner is a Washington lawsuit, under Washington law in which both parties I, Rose Howell a.k.a Rosemarie Anne (Vikara) Howell and Keith Walter Plotner are / have been Washington residents.

The State of California, Et Al. do "NOT" have subject matter jurisdiction; the above-mentioned trust was issued fraudulently on many grounds (Emphasis added.) Moreover, 'No party' has ever / or will ever poses power of attorney to act on their own ill-gained desires as has taken place HERE, thirteen years (Emphasis added.) The above-mentioned trust was issued to THIRD PARTY's committing including, not limited THEFT and IDENTITY THEFT without authority of law (Emphasis added.)

Prudential paid FRAUD. I am THIRTEEN YEARS <sup>Without Pd</sup> WITH RESTITUTION (Emphasis added.) If Prudential does not remedy this 'before' Christmas my children and grandchildren will *again* be without Christmas; **Prudential expediting this matter is appropriate.** As such, I have faxed documents to provide an expedited outcome. However, have deposited in fed-ex a notarized copy of each pertinent document for your file, which will be received in a few days.

On September 18, 2008, the above-mentioned trust (Prudential Trust Account # BP3019010) "is" SEC approved solvent, Case No. G08-0084, in the amount, *not less than \$19,630,391,358.30*. NONETHELESS, you(S) managed through the SEC approval process to further defraud "me" delivering additional funds upon Joann Marie (Vikara (Ghianni)) Wills, at 146 Rock Glen Way, Santee, CA. 92071, and her 'criminal' FRAUD, which has been confirmed. As a consequence, **it is your responsibility to RE-APPROPRIATE "ALL" THIRD PARTY FUNDS under RCW 48.31B.060, and tender "my" DEMAND SATISFIED FORTHWITH.** See RCW's 48.31.151, 48.31.280, 48.17.480, 9A.56; WAC 284-30-330; CR 6, 50, 55 (A), (b) and (c). Furthermore, be very clear: do not ever as much as speak to my ill criminal siblings in regard to me or my affairs without being understood each and every time you will receive a lawsuit (emphasis added.)

My father and mothers (Joseph and Geraldine Vikara) residence in which I, Rosemarie Anne (Vikara) Howell a.k.a Rose Howell grew up is: 13115 Pam Lane, Lakeside, California 92040. My parent's life insurance policy numbers are: 33096119 and 47364989, under the names of Joseph John Vikara, SSN # [REDACTED], DOB 12/06/1923; DOD 7/07/2006, and Geraldine Anne Vikara, SSN# [REDACTED], DOB 11/27/1933; DOD 12/12/2003.

My (Rosemarie Anne (Vikara) Howell) DOB 08/30/1962; married date is 10/25/1980; married name of thirty one (31) years is Rose Howell a.k.a. Rosemarie Anne Howell; my SSN# [REDACTED]; and my address is: 9504 N.E. 5<sup>th</sup> Street, Vancouver, WA. 98664.

Please speak with Mr. Quinlan at Liberty Mutual for verification as the required documents were sent to him as well as photographs and whatever else I could provide.

The SEC filings on that trust provide 'only' thirty (30) days from November 4, 2011, to complete the transfer. Of course, that time expired on December 2, 2011 (emphasis added.) As a consequence, this DEMAND "must" be DEPOSITED in my brokerage account<sup>1</sup> *forthwith*.

Please immediately release the following in regard to the above mentioned Trust (Prudential Trust # BP3019010), and the life insurance policies of both Joseph John Vikara & Geraldine Anne Vikara (policy numbers 33096119 & 47364989):

- 1.) Trust Assets (Demand attached)
- 2.) Trust Agreement(s) (Revenue Clearance Certificate).
- 3.) Articles of Dissolution.
- 4.) Articles of Revocation.
- 5.) Original registration documents (Articles of Authority).
- 6.) Certificates of Formation.
- 7.) Foreign Limited Liability Registrations.
- 8.) Quarterly Financial Reports – beginning with the trusts inception December 18, 2001, under the name of Joseph John Vikara (DOB 12/06/1923) – subsequent to SEC approval and 2007 transfer – to present.
- 9.) Copies of every dividend check front & back.
- 10.) Signed documents releasing the trust December of 2001.
- 11.) Signed documents transferring the trust in 2007.
- 12.) Statement of all dividends paid and to whom.

<sup>1</sup> Mr. Quinlan at Liberty Mutual has been supplied the information, at 617-357-9500.

- 13.) Copies of all depositions that initiated the trust December of 2001 (I have the depositions performed in the above-mentioned case (originals & copies) – depositions weren't performed until 2004 & 2005 whoever you deposed wasn't "me" the accident victim)<sup>2</sup>
- 14.) I require access to information exempt from public disclosure (Freedom of Information Act) – those documents pertain to "me."

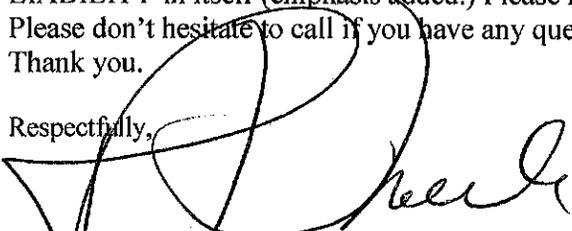
The Prudential Financial, Inc. (Trust # BP3019010) for the above-mentioned lawsuit in which a Safeco Ins. Co. insured injured "me" and only me on March 3, 1999, using my father's name was deceptive, *See* WAC 284-30-330. I don't know what you people are doing issuing a trust under my father's name providing my criminal siblings, their criminal spouses and offspring of no consciences funds, not legally belonging thereto. But, that is what you accomplished. Moreover, not only have I "NOT" been a resident of the state of California. My father had you been dealing with him, did "NOT" have custodial authority. I moved out of my parent's home before I was eighteen (18) years old; have owned my own home since shortly after; have been a resident of the state of Washington (forced upon me because of this deception) almost two decades NOW.

Furthermore, until "my" DEMAND is tendered satisfied into my brokerage account Safeco, Et Al. including, not limited Prudential, Liberty Mutual, Computer Share are causing each and every liability; *Martin v. Wilks*, 490 U.S. 755, 762, 109 S. Ct. 2180, 104 L.Ed.2d 835 (1989) (Emphasis added.)

PLEASE REMEDY THIS 'BEFORE' CHRISTMAS.

**"Expediting" this matter is in order** – 'thirteen years' of your(S) deceptive practices is LIABILITY in itself (emphasis added.) Please reference the attached documents for details. Please don't hesitate to call if you have any questions or require further information. Thank you.

Respectfully,

  
 Rose Howell a.k.a. Rosemarie Anne (Vikara) Howell  
 9504 N.E. 5<sup>th</sup> Street  
 Vancouver, WA 98664  
 (360) 953-0798  
[rosie.howl@gmail.com](mailto:rosie.howl@gmail.com)



Subscribed and sworn to before me this

20 day of December 20 11

  
 NOTARY PUBLIC

Residing in Clallam County  
Washington

<sup>2</sup> I'd bet the person deposed was my estranged sister (Joann Marie (Vikara) Ghianni – Willis, see [myspace.com/JoannWillis](http://myspace.com/JoannWillis)) and / or estranged sister-in-law (Laura Palmer Vikara, see [myspace.com/Laura\\_Palmer\\_Vikara](http://myspace.com/Laura_Palmer_Vikara)). Photos were provided to Mr. Quinlan.

Friday, November 04, 2011

Addressed to:

**Liberty Mutual Group, Inc.**  
Liberty Mutual Holding Co., Inc.  
Safeco (National) Ins. Co.'s of America  
175 Berkeley Street  
Boston, MA 02116  
Attn: Richard Quinlan

**Liberty Mutual Insurance Co.**  
100 Liberty Way  
Dover, NH 03820  
Attn: Controller

**Computer Share  
Shareholder Services**  
PO Box 43033  
Providence, Rhode Island 02940  
Attn: Controller

**Debevoise & Plimpton LLP**  
Liberty Mutual Group, Inc.  
919 3rd Ave.  
New York, New York 10022  
Attn: Gregory V. Gooding, Esq.  
Nicholas F. Potter, Esq.

**Mellon Investment Services LLC**  
480 Washington Blvd.  
29th Floor  
Jersey City, NJ 07310  
Attn: Controller

**State of Delaware  
Division of Revenue**  
820 N. French Street  
Wilmington, DE 19801  
Attn: Patrick Carter, Director

**State of Delaware  
Secretary of State**  
820 North French Street  
Carvel Building 4th Floor  
Wilmington, DE 19801  
Attn: Jeffrey W. Bullock

**State of Washington  
Division of Revenue**  
PO Box 47450  
Olympia, WA 98504-7450  
Attn: Suzan DeIBene

**State of Washington  
Secretary of State**  
Attn: Sam Reed  
PO Box 40234  
Olympia, WA 98504-0234

**Securities & Exchange Commission**  
100 F Street, N.E.  
Washington, D.C. 20549-2736  
Attn: David Kotz, Inspector General

**State of Washington  
Insurance Commissioner**  
Attn: Mike Kreidler  
PO Box 40255  
Tumwater, WA 98504-0255

**U.S. Dept. of State (FOIA)  
Office of the Inspector General**  
Room 8100, SA-3  
2201 C Street, N.W.  
Washington, D.C. 20520-0308

**RE: SEC approved "solvent" Massachusetts Trust Agreement & Assets requiring "immediate" transfer to the beneficiary, Rose Howell (Howell v. Safeco Ins. Co. of America in re: Estate of Plotner)**

Dear Sir / Madam:

In regard to the above-mentioned matter this is a 'background letter' "Demanding" the immediate transfer of the SEC approved "solvent" Massachusetts Trust Assets in the amount *not less than* \$19,630,391,358.30 - transferred to the brokerage account of Rose Howell, "beneficiary" as provided. You're also, required to provide the following information requested herein (FOIA Request).

On September 18, 2008, Case No. G08-0084, the Wash. State Ins. Comm. and SEC approved the above-mentioned Massachusetts Trust "solvent" subsequent to Safeco Ins. Co. requesting / receiving "my" Demand (attached) served on November 20, 2007 (*in re*: Safeco Ins. Co. of America; National Insurance Co. of America; Liberty Mutual Group, Inc, Et Al.; Liberty Mutual Holding Co., Inc.). Nonetheless, the SEC and Washington Ins. Commissioner failed to make certain those Trust Assets were disbursed to "me," the owner (emphasis added.)

RCW 23.90.020 – A Massachusetts Trust is an unincorporated business association created at common law by an instrument under which property is held and managed by trustees for the benefit and profit of such persons as may be or may become the holders of transferable certificates evidencing beneficial interest in the trust estate.... (Emphasis on the "benefit & profit" of the beneficiary).<sup>1</sup>

Insurer's and Massachusetts Trust Asset's that are the subject matter of the SEC and Wash. State Ins. Comm. approval of "solvency" under successor control of Liberty Mutual (Richard Quinlan) subsequent to merger / acquisition; Case No. G08-0084, are as follows:

<b>September 18, 2008, Massachusetts Trust Assets of Rose Howell approved "solvent"</b>	<b>G08-0084</b>	
<b>Massachusetts Trust Accounts</b>	<b>WA. UBI #</b>	<b>Delaware #</b>
Safeco Common Stock Trust	601495758	2336716
Safeco Managed Bond Trust	601531842	2336717
Safeco Resource Series Trust	601495757	2336706
Safeco Tax Exempt Bond Trust	601495754	2336719
Safeco Taxable Bond Trust	601495750	2336718
<b>Safeco Insurer's acquired / merged (G08-0084)</b>		
Safeco Ins. Co. of America	600085432	redist'd/ renam'd
General Ins. Co. of America	602028726	"" ""
First National Ins. Co. of America	602028753	"" ""
Safeco Surplus Lines Ins. Co.	601951212	"" ""

The "Trust Agreement" (Revenue Clearance Certificate) that was established in regard to the above-mentioned 'does' designate me, Rose Howell (Rosemarie Anne (Vikara) Howell) as the 'sole' beneficiary.<sup>2</sup>

<sup>1</sup> **No-where does the law state for the benefit and profit of organized crime** – laundered Massachusetts Trust Assets not legally belonging thereto, diverted for personal use, through various nonprofit insurer(s); nonprofit bogus charitable foundation(s); state(s); revenue chaffer(s); holding company(s); "lobbied" ill-gain aspirations; credit unions, and; the Bill & Melinda Gates Foundation (emphasis added.)

<sup>2</sup> **Prudential Financial, Inc. "Trust"** initiated December 18, 2001 - Safeco, Et Al. deceptive practices disbursed a trust to third parties without authority of law (issued without "custodial authority;" without Howell being a resident; fraudulently used the name of Joseph John Vikara, DOB 12/06/1923 – Howell's father) without "my"

RCW 23.90.040 – (1) Any Massachusetts trust desiring to do business in this state shall file with the secretary of state a verified copy of the trust instrument creating such a trust.....names and addresses of its trustees; (5) The secretary of state, director of licensing, and department of revenue are each authorized and directed.....regulations applicable to said Massachusetts trust....

I am “Demanding” the immediate tendering of the following in regard to the above-mentioned assets<sup>3</sup> and entities, and certified copies of the following materials:

- 1.) Massachusetts Trust Assets (*not less than* \$19, 630,391,358.30) tendered satisfied immediately to “me,” Rose Howell, the rightful owner.
- 2.) Trust Agreement(s) (Revenue Clearance Certificate).<sup>4</sup>
- 3.) Articles of Dissolution.
- 4.) Articles of Revocation.
- 5.) Original registration document (Articles of Authority).
- 6.) Certificates of Formation.
- 7.) Foreign Limited Liability Registrations.
- 8.) Quarterly Financial Reports for the Massachusetts Trust - beginning its inception December of 2001, under the name of Joseph John Vikara (DOB 12/06/1923) – subsequent to the SEC approval and 2007 transfer to the Bill & Melinda Gates Foundation – to the present.<sup>5</sup>
- 9.) Copies of every dividend check front & back.
- 10.) Signed documents releasing the trust December of 2001.
- 11.) Signed documents transferring the trust in 2007.
- 12.) Statement of all dividends paid and to whom.<sup>6</sup>
- 13.) I require access to the information that is exempt from public disclosure (Freedom of Information Act) – those documents pertain to “me.”

WAC 284-13-550 – (2) (d) The trust agreement shall provide that: (i) **The beneficiary shall have the right to withdraw assets from the trust account at any time**, without notice to the grantor, subject only to written notice from the beneficiary to the trustee; (ii) No other statement or document is required to be

---

agreement, knowledge, consent and / or power of attorney – the city of San Diego, California does “NOT” have subject matter jurisdiction; this is an affirmative personal injury that occurred in the state of Washington – Howell reluctantly has been a state of Washington resident for decades. December of 2001 - the SEC approved FRAUD -- the deliberate deception for unlawful gain, See Webster Dictionary © 2001 (emphasis added.)

<sup>3</sup> **Based on the SEC filings the “trustees” and their banking / holders have thirty (30) days from the date of November 4, 2011 (December 2, 2011) to tender (this “Guaranteed Resolution”) Howell’s Demand satisfied; deposited in Howell’s brokerage account (emphasis added.)**

<sup>4</sup> Certified Copy of the SEC approved “solvent” Massachusetts Trust Agreement (Revenue Clearance Certificate).

<sup>5</sup> No-one has / ever has had “my” agreement, consent, authority, knowledge and / or power of attorney to act on “my” behalf. Nor, will anyone “ever” ascertain such ‘control.’ (Emphasis added.) See RCW 48.31.151.

<sup>6</sup> Massachusetts Trust is for the “benefit & profit” of Howell – not third parties – Howell hasn’t received a dime (emphasis added.)

presented in order to withdraw assets, except that the beneficiary may be required to acknowledge receipt of withdrawn assets; (iii) It is not subject to any conditions or qualifications outside the trust agreement; and (iv) It shall not contain references to any other agreements or documents except as provided under (k) of this subsection. (e) **The trust agreement shall be established for the sole benefit of the beneficiary.** (f) The trust agreement shall require the trustee to: (ii)...beneficiary may negotiate any such assets, without consent or signature of the grantor or any other person or entity; (ii) **Furnish to...beneficiary a statement of all assets in the trust account...** at the end of each calendar year quarter; (iv) **Notify the...beneficiary within ten days, of any deposits to or withdrawals from the trust account;** (v) **Upon written demand of the beneficiary, immediately take any and all steps necessary to transfer absolutely and unequivocally all right, title, and interest in the assets held in the trust account to the beneficiary and deliver physical custody of the assets to the beneficiary;** and (vi) Allow no substitutions or withdrawals of assets from the trust account, except on written instruction from the beneficiary, upon call or maturity of any trust asset, withdraw such asset upon condition that the proceeds are paid into the trust account...(j) The trust agreement shall provide that the trustee shall be liable for its own negligence, willful misconduct, or lack of good faith.....etc. (B) Provide the return of the actual amounts required, and for ...(C) Attorney's fees; (D) Any other reasonable expenses.

#### INFORMATION of the DEMAND

For the reasons set forth herein I'm *legally* entitled to the Massachusetts Trust Assets:

The Washington Ins. Comm. swears up and down he's done his job. <sup>7</sup>Although, that's not quite accurate; he made certain "my" Trust Assets are illicitly in the possession of others,' diverted for personal use and personal ill-gain<sup>8</sup> (emphasis added.)

My Demand is in your(S) possession. My (demand) "Claim" is now being filed to ascertain those Massachusetts Trust Assets approved "solvent" *forthwith*. Included are a copy of my driver's license, and the demand letter (Safeco Ins. Co.).<sup>9</sup>

- 1.) The Estate of Rose Howell is approved "solvent."
- 2.) My Demand in the above-mentioned matter of Safeco Ins. Co. - is \$19,579,307,200.00 (copy attached).
- 3.) Litigation expenses Demanded - are \$51,084,158.30.
- 4.) **Total amount Demanded** in the above-mentioned matter of *Howell v. Safeco Ins. Co. of America, Et Al. in re: Estate of Plotner* - is not less than **\$19,630,391,358.30.** <sup>10</sup>  
(Emphasis added.)

<sup>7</sup> I filed a complaint with the Washington Ins. Comm. in January of 2006. Replaced / fired Steven Busick for not ascertaining restitution in this affirmative personal injury under CR 55 (a), proximately seven years.

<sup>8</sup> Diverted through the Bill & Melinda Gates Foundation.

<sup>9</sup> Dated as of November 20, 2007, signature required return receipt.

- 5.) As indicated in the Demand served November 20, 2007, there are additional matters that require satisfaction. Mr. Quinlan will be expected to 'promptly' rectify these matter(s) - please reference the Demand. In fact, he and I need to have a sit down.<sup>11</sup>
- 6.) Governor Gregoire is required to rectify this (WA) state's malicious negligence(s) including, not limited its deceptive practices through Case No. 10-100150-6, and every other one (emphasis added.)
- 7.) In addition, as a result of this issue 'other funds' have been stolen through including, not limited to IRS & income theft - in this (WA) state's possession. I will file separate claims, some of which is Brian Howell's income ascertained through Clark County Corruptions fraud (I'll get you an exact amount and copies of the necessary documents before filing a separate claim(s)).<sup>12</sup>

**HERE, I Demand the disbursement of the above-mentioned trust assets and documents forthwith.** See WAC 284-13 and WAC 284-30.

In Re: SEC Filings in the above-mentioned matter; the "trustees" have thirty (30) days from service date of November 4, 2011 which is December 2, 2011, to tender the demand satisfied and deposited into Howell's brokerage account.<sup>13</sup>

The state of Washington, Et Al. circumvented legal procedure by ascertaining funds, not legally belonging thereto, diverted those funds, and has denied me (Rose Howell) justice administered depriving me life, liberties, and property 'thirteen years' (literally). See Wash. Const. Art. 1 § 3 and 10. I am 'thirteen years' without restitution. (Emphasis added.) **Your 'expedient' remedy (payment) is required.**<sup>14</sup>(Emphasis added.)

In no way, shape, or form is it acceptable or "tolerable" that my children and grandchildren go without Thanksgiving and Christmas<sup>15</sup>because this state (Congress, Et Al) ascertained funds, not legally belonging thereto, deliberately depriving this accident victim (Rose Howell) of restitution, thereby inflicting thirteen years of secondary life altering injuries with deliberate intent. See RCW's 9A.42.010, 9A.32.030-070, 9A.56, 9A.82.060-080, 9A.80.010, 9A.08.010, etc., etc. (Emphasis added.) Of course, not considering I am without livable conditions, medical care, basic necessities, etc. because this state (WA, Et Al.) circumvents the law ascertaining funds on behalf of accident victims; attorney's make certain everyone but that accident victim receives restitution; judges violate the law; 'lobbied' politicians look the other

<sup>10</sup> The Estate of Rose Howell should have a minimal balance of \$19,630,391,358.30. Assets are retained in trust for the "benefit & profit" of the "beneficiary." (emphasis added.)

<sup>11</sup> Cooperation goes a long way.

<sup>12</sup> Here's where the state of Washington "stops" stealing, and, and, and.....(emphasis added.)

<sup>13</sup> **The SEC is quite liable**; reviewing the documents its declared all signatures are 'original signatures' - not the signatures, if any, of Rose Howell and Joseph Vikara; those, if any, would be forgery and would impose criminal punishment by the court(s) of several jurisdiction(s).

<sup>14</sup> If this matter is not remedied expediently all parties should plan on prosecution - I have no problem compelling prosecution rather than sitting down at a table, once the funds are deposited, and hammering out the issues surrounding this IGNORANCE (emphasis added.)

<sup>15</sup> None of "the parties" should be enjoying one day let alone Thanksgiving and Christmas (emphasis added.)

direction when it comes to 'organized crime' its profiteering and its money laundering (Emphasis added.) It's disgraceful and it's disgusting. None of you would tolerate it; don't expect others to tolerate it. (Emphasis added.)

### BACKGROUND FACTS

Here are the 'background facts' that should 'promptly' release these Massachusetts Trust Assets in its entirety to my possession:

First, I am entitled to the trust assets because I, Rose Howell am the accident victim (beneficiary). (Emphasis added.)

Under RCW 48.31.151, my demand must be *tendered satisfied forthwith in its entirety*.

RCW 48.31.151 – Whenever a creditor whose claim against an insurer is secured, in whole or part, by the undertaking of another person.....he or she discharges the undertaking. **"In the absence of an agreement with the creditor"** to the contrary, the other person is not entitled to a distribution until the amount paid to the creditor on the undertaking plus the distributions paid on the claim from the insurer's estate to the creditor equals **'the amount of the entire claim of the creditor'** (emphasis added.) The creditor shall hold any excess received by him or her in trust for the other person...

Under RCW 48.31.280, my Demand was to be paid 'before' third party recipient(s) although that hasn't been the case HERE. (Emphasis added.) In 'thirteen years' I haven't received restitution.

RCW 48.31.280 – The priority of distribution of claims is: Every claim in its class must be paid in full before the next class receives any payment: (1) Class 1- costs of liquidation; (2) Class 2 loss claims- Howell's claim; (3) Class 3 non loss claim's – third party's.

On March 3, 1999, I was 'forcefully' rear-ended by Keith Walter Plotner a Safeco Ins. Co. insured while I waited stopped at a red light, proximate to 6 p.m. at the intersection of Mill Plain Boulevard and Harthwood in Clark County, State of Washington. I was inflicted on impact with a trauma induced degenerative spinal cord injury referred to as "trauma induced syringomyelia." Evidence is easily viewed on MRI, which clearly indicates on impact my cervical and thoracic spinal cord were injured and cerebral spinal fluid was shoved inside my cord from proximate locations of C3-T3, pocketing at the cervical and thoracic levels (*see* Clark Superior Case No. 01-2-02693-7, for specifics).

Liberty Mutual was served a copy of the five diskettes that clearly show the life altering injuries plus, which are indicated in the Demand. If Mr. Quinlan requires an additional copy he should let me know through [rosie.howl@gmail.com](mailto:rosie.howl@gmail.com)

Second, in 'thirteen years' I haven't received restitution. I have the entire time lived inside the state of Washington. Have not lived with anyone else and have 'only' been hospitalized in Clark County, State of Washington. I have not lived with my father or mother since a teenager and my father never lived with my sister. However, my brother and his wife did

refused to vacate my parent's residence (owned out-right) and still resided in my parent's house at 13115 Pam Lane, Lakeside, California, at the time of my father's death, July of 2006 (against the heirs ownership rights). These statements are made because of a line of questioning and statements that were made to me on Friday November 4, 2011. Mr. Quinlan received a separate email addressing these issues and provided whatever information I was able to provide, at the time.<sup>16</sup> If any further information becomes available he will be notified.

**Third**, Safeco Ins. Co. failed to acknowledge Keith Plotner's liability; issued a claim number, leaving it at that; acted in bad faith with deceptive practices, WAC 284-30-330. The vehicle totaled was not replaced.<sup>17</sup>

On July 10, 2001, a lawsuit was filed for this affirmative personal injury, CR 55 (A). See Clark Superior Case No. 01-2-02693-7. On July 30, 2001, Keith Plotner [himself] defaulted and on August 7, 2001, Keith Plotner [himself] filed a late answer without leave of court and without excusable neglect and due diligence required under CR 55 (c) (1).

On August 10, 2001, Safeco Ins. Co. chose to intervene. Safeco Ins. Co. illicitly intervened through Medicare acting unlawfully as my insurer and through deceptive practices inflicted secondary life altering injuries intending my death. See RCW's 9A.42.010, 9A.32.030-070; see also, WAC 284-30-330. Of course, Safeco Ins. Co., Et Al. had ample assistance. (Emphasis added.)

COME TO FIND OUT (on November 17, 2011<sup>18</sup>): On December 18, 2001, Safeco Ins. Co., Et Al. deceptive practices through Prudential Financial, Inc. disbursed a common stock trust to third parties (presumably my estranged siblings) using the name of "my" father (Joseph John Vikara, DOB 12/06/1923)<sup>19</sup> and "my" life-altering injuries. The business was illicitly conducted in the city of San Diego, Calif. having "no" subject matter jurisdiction; conducted with "my" estranged siblings; without "my" residence, presence, knowledge, consent, authority and / or power of attorney (identity theft, fraud, theft, and...) See RCW 48.31.151.

In fact, I, Rose Howell was the entire time in the state of Washington fighting to stay alive (emphasis added.) Unknown to me on March 26, 2001, a Medtronic, Inc.<sup>20</sup> pump (in my possession) had been attacked with four sutures to "my" left kidney and a catheter run cephalad inside "my" spinal cord inflicting "me" with "great bodily harm intending my death" by means of Clonidine induced Chronic Kidney Failure (attempted murder). See RCW's 9A.32.030-070, 9A.42.010. <sup>21</sup>In addition, the depositions that were finally done in the above-mentioned matter weren't conducted until 2004-2005. A trust isn't issued without

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<sup>16</sup> Mr. Quinlan needs to begin divulging information. (Emphasis added.)

<sup>17</sup> One vehicle totaled wasn't enough – a second vehicle was criminally destroyed after purchase (2006 F-350 w/ lift, tires, chrome, etc. etc. etc.) Both vehicles to date un-replaced. Doesn't Liberty Mutual replace vehicles. Hum!

<sup>18</sup> See the attached notarized claim to the state of California controller for the Prudential Financial, Inc. dividends.

<sup>19</sup> Causing the deliberate infliction of my parents death through San Diego Hospice under the Dumanis Administration (emphasis added,)

<sup>20</sup> Safeco's settling a lawsuit with third parties in the state of California with "no" authority legal or other – in the state of Washington, at the same time, Howell is deliberately being inflicted with "death." I'd say that's "organized crime" violating RICO (emphasis added.)

<sup>21</sup> This is the first of 'thirteen years' consecutive deliberately inflicted secondary injuries as a result of Safeco Ins. Co., Et Al. deceptive illicit practices, and, and, and.....(emphasis added.)

depositions – who gave the depositions. I have the depositions (originals and copies) that were done in 2004-2005.

During the course of the last ‘thirteen years’ I’ve been inflicted with consecutive deliberate secondary life altering injuries some of which are declared in my Demand; ‘third party claims’ were paid before this matter was settled with me, the accident victim without my knowledge, consent, agreement and / or power of attorney; I’m yet to receive restitution. Numerous attorney’s including Steven Busick were hired, none of which ascertained or attempted to ascertain “me” restitution.

**Fourth**, January of 2006, I filed a complaint with including, not limited the Washington Insurance Commissioner; Department of Health; Bar Association; and later in June of 2007, filed complaints with the A/G Rob McKenna and FBI.

In January of 2006, the Wash. Ins. Comm. swears he performed his duties – I to date haven’t been disbursed the “solvent” Massachusetts Trust in which I am the beneficiary (emphasis added.) Although, subsequently thereafter received additional secondary life altering injuries intending my death; property damage; gross perverse constitutional violations. The Wash. Ins. Comm. didn’t perform his duties within the boundaries of constitutional and common sense law (Emphasis added.) And, to date has failed to perform his duties although several complaints have been filed (emphasis added.)

In December of 2001, Prudential Financial, Inc. i.e. Safeco Ins. Co., Et Al. deceptive practices – distributed a Trust “to third parties” without my agreement, knowledge, consent and / or power of attorney. *In Re: Prudential Financial Inc.*

This is an affirmative personal injury that occurred in the state of Washington - I’ve lived in the state of Washington the entire time.

In 2007, that “solvent” Massachusetts Trust *legally* belonging to “me” was then transferred without “my” agreement, consent, knowledge and / or power of attorney.

The Wash. Ins. Comm. did not do his job in January of 2006 (emphasis added.)

On September 18, 2008, the SEC and Wash. Ins. Comm. approved that Massachusetts Trust “solvent” with me as the beneficiary.

Once more, the Wash. Ins. Comm. did not do his job (emphasis added.)

NOW, November of 2011 that “solvent” Massachusetts Trust to date has not been tendered satisfied to “me” (Emphasis added.)

In fact, I doubt Congress would live one day in my living conditions – let alone ‘thirteen years. (Emphasis added.)

Fifth, on September 27, 2007, Safeco Ins. Co. requested my Demand. On November 20, 2007, my Demand was served and received return receipt.<sup>22</sup>

Before that, on October 30, 2006, Safeco Ins. Co. sent me a letter (7.5 years after the negligence of Plotner / 5 years after issuing a trust to third parties) indicated the wait to settle with "me" the accident victim was pending info from Social Security and Medicare. On October 30, 2006 and September 27, 2007, Safeco Ins. Co. acknowledged it hadn't settled this matter with "me" - willfully committed deceptive practices - the Wash. Ins. Comm. 'swears he did his job' (emphasis added.)

On September 18, 2008, Safeco Ins. Co. (Massachusetts Trust Assets) was declared "solvent" under successor control of Liberty Mutual. The SEC and Wash. Ins. Comm. declared Safeco Ins. Co. and its assets "solvent" owing this Demand. *See* Wash. Ins. Comm., Case No. G08-0084.

This lawsuit has never been settled with me, Rose Howell. There is no settlement agreement. Until September 27, 2007,<sup>23</sup> at no time whatsoever was there any discussion of settlement. No third party has an agreement with me (Rose Howell). No party has ever had / or has power of attorney. No third party should be in possession of any funds. (Emphasis added.)

Before that on February 12, 2008, I moved for default filing notice on both Safeco Ins. Co. and the Estate of Plotner. Nonetheless, neither party obtained leave of court; or moved to set aside the default. Which requires demonstration of both excusable neglect and due diligence under CR 55. On July 27, 2009, I moved for Judgment as a Matter of Law. *See* RCW 48.31.151. On November 13, 2009, I moved for litigation expenses. *See* RCW's 4.84.015, 4.84.030, 4.84.185.

Sixth, Four plus years later (last week) the Insurance Commissioner (Eric Mark) sworn up and down he performed his duties in 2006. Hence, **my Demand has been in your possession and is required to be tendered satisfied 'to my possession (control)' forthwith.**

*And,*

This is where an explanation is required - why third party's were disbursed funds without my agreement, knowledge, consent and / or power of attorney; did so without notifying me of such disbursements. (Emphasis added.)

Why is this beneficiary not in possession of trust assets, five years after filing a complaint?

Why is this beneficiary not in possession of the trust agreement although it's been requested numerous times?

Why are trust assets disbursed to third parties; this beneficiary is thirteen years without basic necessities? Etc. Etc. (Emphasis added.)

Until just last week the Washington Ins. Comm. failed to inform me, Rose Howell that he performed his duties back in 2006. Had the Ins. Comm. informed me many secondary injuries might not have been inflicted. (Emphasis added.) Please speak with Eric Mark, at Ins. Comm. Office if you require reciprocation of the facts.

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<sup>22</sup> Demand is attached.

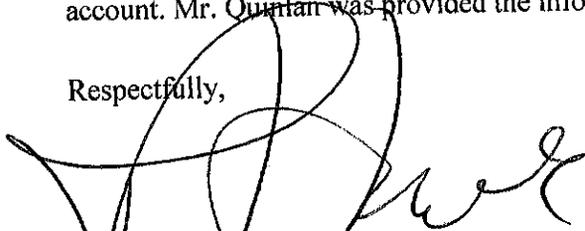
<sup>23</sup> September 27, 2007, Safeco Ins. Co. sent me a letter requesting my Demand.

If you require additional information please "promptly" let me know as it is a few short days before the holiday season. The clock is ticking. However, I assure you I am Rose Howell the accident victim; I have all the primary and secondary injuries this state, Safeco Ins. Co., Et Al. and the Estate of Plotner with reckless negligence and greed have inflicted. (Emphasis added.) 'There is 'only' one of me.' Identity theft is unlawful. See RCW 9A.60.040.

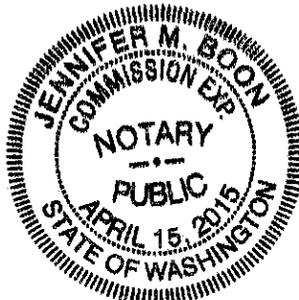
Please be prompt.

Please keep in mind you "all" were served on / before November 4, 2011, as a result and based upon SEC filings you (trustees) have thirty (30) days (December 2, 2011) to tender the above-mentioned trust assets (demand) declared "solvent" on September 18, 2008, into my brokerage account. Mr. Quintan was provided the information.

Respectfully,



Rose Howell  
9504 N.E. 5<sup>th</sup> Street  
Vancouver, WA 98664  
(360) 953-0798  
[rosie.howl@gmail.com](mailto:rosie.howl@gmail.com)



Subscribed and sworn to before me this

20 day of December 20 11

Jennifer M Boon  
NOTARY PUBLIC

Residing in Clark County  
Washington

Appendices Attached:

- 1.) November 20, 2007, Demand, pages 1-7; Cheski, 16 Va. App. at 938, 434 S.E.2d at 355 (quoting Redmond, 12 Va. App. at 614, 405 S.E.2d at 634 (emphasis added); see also, Chalkley v. Nolde Bros. Inc., 186 Va. 900, 912, 45 S.E.2d 297, 302 (1947).<sup>24</sup>
- 2.) Rose Howell Driver's License; Oregon #5925714 (same license at time of accident).<sup>25</sup>
- 3.) Affidavit of Pauperis (Notarized), Case No. 10-1-00150-6, Clark County Corruption deceptive practices.
- 4.) September 27, 2007, Letter - Safeco Ins. Co., pages 1.
- 5.) October 30, 2006, Letter - Safeco Ins. Co., pages 1-2.
- 6.) November 17, 2011, notarized statement – Rose Howell heir of Joseph John Vikara, DOB 12/06/1923; In Re: Prudential Financial, Inc. Trust of December 18, 2001.<sup>26</sup>

<sup>24</sup> I have an original signed copy – as does Safeco Ins. Co.

<sup>25</sup> Never obtained a Washington driver's license; didn't drive for years; had to renew my Oregon license.

<sup>26</sup> This trust was issued without legal authority as such does not remedy this matter, See Howell's Demand, November 20, 2007, sole valid claim.

Friday, November 04, 2011

Washington State Department of Revenue  
PO Box 47478  
Olympia, WA 98504-7478  
Attn: Unclaimed Funds Manager

RE: Massachusetts Trust Agreement designated Rose Howell as the beneficiary  
(Howell v. Safeco Ins. Co. of America in re: Estate of Plotner)

Dear Sir / Madam:

As per our conversation on November 4, 2011, you requested a 'background letter' indicting the 'reasons' why I'm legally entitled to the considerable funds residing in this state's chauffer's; Safeco Ins. Co. Massachusetts trust assets dissolved on / or around January of 2006.<sup>1</sup>

Massachusetts trust accounts that were dissolved (Safeco Ins. assets) include:

- 1.) Safeco Common Stock Trust, UBI # 601495758
- 2.) Safeco Managed Bond Trust, UBI # 601531842
- 3.) Safeco Resource Series Trust, UBI # 601495757
- 4.) Safeco Tax Exempt Bond Trust, UBI # 601495754
- 5.) Safeco Taxable Bond Trust, UBI # 601495750

On September 18, 2008, Case No. G08-0084, the Wash. Ins. Comm. and SEC approved Safeco Ins. Co. "solvent" subsequent to Safeco Ins. Co. requesting / receiving my Demand (attached) served on November 20, 2007.

Insurers under successor control of Liberty Mutual (Richard Quinlan) subsequent to merger / acquisition Case No. G08-0084, are:

- 1.) Safeco In. Co. of America, UBI # 600085432
- 2.) General Ins. Co. of America, UBI # 602028726
- 3.) First National Ins. Co. of America, UBI # 602028753
- 4.) Safeco Surplus Lines Ins. Co., UBI # 601951212

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<sup>1</sup> I filed a complaint with the Washington Ins. Comm. in January of 2006. And, replaced / fired Steven Busick for not ascertaining restitution in this affirmative personal injury under CR 55 (a), proximately seven years.

RCW 23.90.020 – A Massachusetts Trust is an unincorporated business association created at common law by an instrument under which property is held and managed by trustees for the benefit and profit of such persons as may be or may become the holders of transferable certificates evidencing beneficial interest in the trust estate....

The "Trust Agreement" (Revenue Clearance Certificate) that was established in regard to the above-mentioned should designate me, Rose Howell as the beneficiary. Otherwise, on September 18, 2008, the SEC and Wash. Ins. Comm. approved fraud "solvent."

RCW 23.90.040 – (1) Any Massachusetts trust desiring to do business in this state shall file with the secretary of state a verified copy of the trust instrument creating such a trust.....names and addresses of its trustees; (5) The secretary of state, director of licensing, and department of revenue are each authorized and directed.....regulations applicable to said Massachusetts trust....

The Washington Ins. Comm. swears up and down he's done his job. My Demand is in your possession. And **my (demand) "Claim" is now being filed to ascertain those funds forthwith.** Included are a copy of my driver's license, and the demand letter (Safeco Ins. Co.).

- 1.) You indicated you have an account of the Estate of Rose Howell (\$40.00). (You are seriously out of balance – I've had far more than that 'stolen' through just the IRS theft since 2001 (separate claim)).
- 2.) My Demand in the above-mentioned matter of Safeco Ins. Co. is \$19,579,307,200.00 (copy attached).
- 3.) Litigation expenses Demanded are \$51,084,158.30.
- 4.) **Total amount Demanded** in the above-mentioned matter of *Howell v. Safeco Ins. Co. of America, ET Al. in re: Estate of Plotner* is **\$19,630,391,358.30.**<sup>2</sup> (Emphasis added.)
- 5.) As indicated in the Demand served November 20, 2007, there are additional matters that require satisfaction. Mr. Quinlan will be expected to rectify these matter(s), please reference the Demand. In fact, he and I need to have a sit down; there are additional issues.<sup>3</sup>
- 6.) In addition, as a result of this issue 'other funds' should be in this state's possession. I will file separate claims, some of which is Brian Howell's income ascertained through Clark County Corruptions fraud (I'll get you an

<sup>2</sup> The Estate of Rose Howell should have a minimal balance of \$19,630,391,358.30.

<sup>3</sup> Cooperation goes a long way.

exact amount and copies of the necessary documents before filing a separate claim(s)).

HERE, I Demand the disbursement of the above-mentioned trust assets *forthwith*. See WAC 284-13 and WAC 284-30.

This state has circumvented legal procedure by ascertaining funds, not legally belonging thereto, diverted those funds, and has denied me (Rose Howell) justice administered depriving me life, liberties, and property 'thirteen years.' See Wash. Const. Art. 1 § 3 and 10. I am 'thirteen years' without restitution. (Emphasis added.) **Your 'expedient' remedy (payment) is required.** (Emphasis added.)

In no way, shape, or form is it acceptable that my children and grandchildren go without Thanksgiving and Christmas because this state ascertained funds, not legally belonging thereto, deliberately depriving this accident victim (Rose Howell) of restitution, thereby inflicting thirteen years of secondary life altering injuries with deliberate intent. See RCW's 9A.42.010, 9A.32.030-070, 9A.56, 9A.82.060-080, 9A.80.010, 9A.08.010, etc., etc. (Emphasis added.) Of course, not considering I am without livable conditions, medical care, etc. because this state circumvents the law ascertaining funds on behalf of accident victims; attorney's make certain everyone but that accident victim receives restitution; judges violate the law. It's disgraceful and it's disgusting. None of you would tolerate it; don't expect others to tolerate it. (Emphasis added.)

Here are the 'background facts' that should 'promptly' release these funds to my possession:

**First**, I am entitled to the trust assets because I, Rose Howell am the accident victim (beneficiary). (Emphasis added.)

Under RCW 48.31.151, my demand must be *tendered satisfied forthwith in its entirety*.

RCW 48.31.151 – Whenever a creditor whose claim against an insurer is secured, in whole or part, by the undertaking of another person....he or she discharges the undertaking. **"In the absence of an agreement with the creditor"** to the contrary, the other person is not entitled to a distribution until the amount paid to the creditor on the undertaking plus the distributions paid on the claim from the insurer's estate to the creditor equals **'the amount of the entire claim of the creditor'** (emphasis added.) The creditor shall hold any excess received by him or her in trust for the other person...

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**Second**, in 'thirteen years' I haven't received restitution. I have the entire time lived inside the state of Washington. Have not lived with anyone else and have 'only' been hospitalized in Clark County, State of Washington. I have not lived with my father or mother since a teenager and my father never lived with my sister. However, my brother and his wife did refused to vacate my parent's residence (owned out-right) and still resided in my parent's house at 13115 Pam Lane, Lakeside, California, at the time of my father's death, July of 2006 (against the heirs ownership rights). These statements are made because of a line of questioning and statements that were made to me on Friday November 4, 2011. Mr. Quinlan will be receiving a separate email addressing these issues and providing whatever information I am able to provide.<sup>4</sup>

**Third**, Safeco Ins. Co. failed to acknowledge Keith Plotner's liability; issued a claim number, leaving it at that; acted in bad faith with deceptive practices, WAC 284-30-330. The vehicle totaled was not replaced.<sup>5</sup>

On July 10, 2001, a lawsuit was filed for this affirmative personal injury, CR 55 (A). *See* Clark Superior Case No. 01-2-02693-7. On July 30, 2001, Keith Plotner [himself] defaulted and on August 7, 2001, Keith Plotner [himself] filed a late answer without leave of court and without excusable neglect and due diligence required under CR 55 (c) (1).

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<sup>4</sup> Mr. Quinlan needs to begin divulging information. (Emphasis added.)

<sup>5</sup> One vehicle totaled wasn't enough – a second vehicle was criminally destroyed after purchase (2006 F-350 w/ lift, tires, chrome, etc. etc. etc.) Both vehicles to date un-replaced. Doesn't Liberty Mutual replace vehicles. Hum!

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During the course of the last 'thirteen years' I've been inflicted with deliberate secondary life altering injuries some of which are declared in my Demand; 'third party claims' were paid before this matter was settled with me, the accident victim without my knowledge, consent, agreement and / or power of attorney; I'm yet to receive restitution. Numerous attorney's including Steven Busick were hired, none of which ascertained or attempted to ascertain "me" restitution.

Fourth, January of 2006, I filed a complaint with including, not limited the Washington Insurance Commissioner; Department of Health; Bar Association; and later in 2007, filed complaints with the A/G Rob McKenna and FBI.

WAC 284-13-550 – (2) (d) The trust agreement shall provide that: (i) **The beneficiary shall have the right to withdraw assets from the trust account at any time**, without notice to the grantor, subject only to written notice from the beneficiary to the trustee; (ii) No other statement or document is required to be presented in order to withdraw assets, except that the beneficiary may be required to acknowledge receipt of withdrawn assets; (iii) It is not subject to any conditions or qualifications outside the trust agreement; and (iv) It shall not contain references to any other agreements or documents except as provided under (k) of this subsection. (e) **The trust agreement shall be established for the sole benefit of the beneficiary.** (f) The trust agreement shall require the trustee to: (ii)...beneficiary may negotiate any such assets, without consent or signature of the grantor or any other person or entity; (ii) **Furnish to...beneficiary a statement of all assets in the trust account...** at the end of each calendar year quarter; (iv) **Notify the...beneficiary within** ten days, of any deposits to or withdrawals from the trust account; (v) **Upon written demand of the beneficiary, immediately take any and all steps necessary to transfer absolutely and equivocally all right, title, and interest in the assets held in the trust account to the beneficiary and deliver physical custody of the assets to the beneficiary;** and (vi) Allow no substitutions or withdrawals of assets from the trust account, except on written instruction from the beneficiary, upon call or maturity of any trust asset, withdraw such asset upon condition that the proceeds are paid into the trust account...(j) The trust agreement shall provide that the trustee shall be liable for its own negligence, willful misconduct, or lack of good faith.....etc. (B) Provide the return of the

actual amounts required, and for ...(C) Attorney's fees; (D) Any other reasonable expenses.

This is where this state should explain why third party's were disbursed funds without my agreement, knowledge, consent or power of attorney; did so without notifying me of such disbursements. (Emphasis added.)

Why is this beneficiary not in possession of trust assets, five years after filing a complaint?

Why is this beneficiary not in possession of the trust agreement although it's been requested numerous times?

Why are trust assets disbursed to third parties; this beneficiary is thirteen years without basic necessities? Etc. Etc. (Emphasis added.)

Until just last week the Washington Ins. Comm. failed to inform me, Rose Howell that he performed his duties back in 2006. Had the Ins. Comm. informed me many secondary injuries wouldn't have been inflicted. (Emphasis added.) Please speak with Eric Mark, at Ins. Comm. Office if you require reciprocation of the facts.

Fifth, on September 27, 2007, Safeco Ins. Co. requested my Demand. On November 20, 2007, my Demand was served and received return receipt. <sup>6</sup>

On September 18, 2008, Safeco Ins. Co. was declared "solvent" under successor control of Liberty Mutual. The SEC and Wash. Ins. Comm. declared Safeco Ins. Co. "solvent" owing this Demand. *See* Wash. Ins. Comm. Case No. G08-0084.

This lawsuit has never been settled with me, Rose Howell. There is no settlement agreement. Until September 27, 2007,<sup>7</sup> at no time whatsoever was there any discussion of settlement. No third party has an agreement with me (Rose Howell). No party has ever had / or has power of attorney. No third party should be in possession of any funds. (Emphasis added.)

Before that on February 12, 2008, I moved for default filing notice on both Safeco Ins. Co. and the Estate of Plotner. Nonetheless, neither party obtained leave of court; or moved to set aside the default. Which requires demonstration of both excusable neglect and due diligence under CR 55. On July 27, 2009, I moved for Judgment as a Matter of Law. *See* RCW 48.31.151. On November 13, 2009, I moved for litigation expenses. *See* RCW's 4.84.015, 4.84.030, 4.84.185.

Sixth, Four plus years later (last week) the Insurance Commissioner (Eric Mark) sworn up and down he performed his duties in 2006. Hence, **my Demand has been in your possession and is required to be tendered satisfied 'to my possession (control)' forthwith.**

I am requesting (demanding) tendered immediately:

---

<sup>6</sup> Demand is attached.

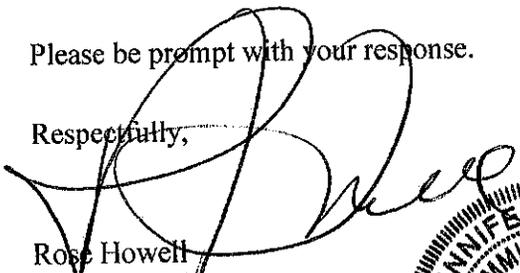
<sup>7</sup> September 27, 2007, Safeco Ins. Co. sent me a letter requesting my Demand.

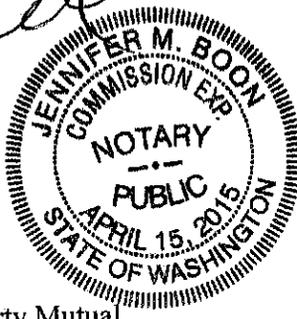
- 1.) Trust assets tendered satisfied immediately to me, Rose Howell.
- 2.) A certified copy of the Trust Agreement (Revenue Clearance Certificate).
- 3.) A certified copy of the Articles of Dissolution.
- 4.) I require access to the information that is exempt from public disclosure.

If you require additional information please "promptly" let me know as it is a few short days before the holiday season. The clock is ticking. However, I assure you I am Rose Howell the accident victim; I have all the primary and secondary injuries this state, Safeco Ins. Co., Et Al. and the Estate of Plotner with reckless negligence and greed have inflicted. (Emphasis added.) 'There is 'only' one of me.' Identity theft is unlawful. See RCW 9A.60.040.

Please be prompt with your response.

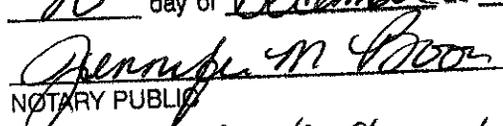
Respectfully,

  
 Rose Howell  
 9504 N.E. 5<sup>th</sup> Street  
 Vancouver, WA 98664  
 (360) 953-0798  
[rosie.howl@gmail.com](mailto:rosie.howl@gmail.com)



Subscribed and sworn to before me this

20 day of December 20 11

  
 NOTARY PUBLIC

Residing in Clark County  
Washington

CC: Richard Quinlan, Liberty Mutual  
 Mike Kreidler, Washington State Ins. Comm.

Appendices Attached:

- 1.) November 20, 2007, Demand, pages 1-7; Cheski, 16 Va. App. at 938, 434 S.E.2d at 355 (quoting Redmond, 12 Va. App. at 614, 405 S.E.2d at 634 (emphasis added); see also, Chalkley v. Nolde Bros. Inc., 186 Va. 900, 912, 45 S.E.2d 297, 302 (1947).<sup>8</sup>
- 2.) Rose Howell Driver's License; Oregon #5925714 (same license at time of accident).<sup>9</sup>
- 3.) Affidavit of Pauperis (Notarized), Case No. 10-1-00150-6, Clark County Corruption deceptive practices.

<sup>8</sup> I have an original signed copy -- as does Safeco Ins. Co.

<sup>9</sup> Never obtained a Washington driver's license; didn't drive for years; had to renew my Oregon license.

SCO Use Only



# Controller *John Chiang*

California State Controller's Office

## UNCLAIMED PROPERTY CLAIM AFFIRMATION FORM

HEIR



Each of the undersigned claimants certifies, under penalty of perjury, that the claimant has read the claim and knows the contents thereof and that the claimant is the owner of the said claim and the person entitled to receive the money and property set forth in said claim.

Each claimant agrees to indemnify and hold harmless the State, its officers, and employees from any loss resulting from the payment of said claim.

### THE CLAIMANT(S) MUST SIGN THIS CLAIM AFFIRMATION FORM FOR THE CLAIM TO BE PROCESSED

LAST NAME Howell (Vikara)	FIRST NAME Rosemarie	MIDDLE A	SSN / TAX ID / FEIN [REDACTED]	PROPERTY ID 964241094
CURRENT MAILING ADDRESS 9504 N.E. 5th Street	CITY Maneouver	STATE WA	ZIP 98664	COUNTRY USA
DAYTIME PHONE (360) 953-0798	CLAIMANT OR AUTHORIZED AGENT SIGNATURE <i>[Signature]</i>			DATE 12/3/2011

LAST NAME	FIRST NAME	MIDDLE	SSN / TAX ID / FEIN	PROPERTY ID 964241094
CURRENT MAILING ADDRESS	CITY	STATE	ZIP	COUNTRY
DAYTIME PHONE	CLAIMANT OR AUTHORIZED AGENT SIGNATURE			DATE

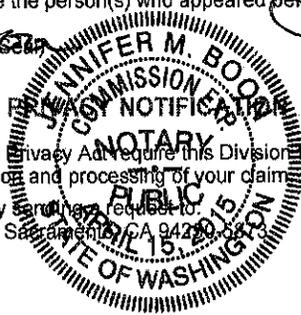
**YOUR SIGNATURE(S) MUST BE NOTARIZED IF THE CLAIM AMOUNT IS \$1,000 OR GREATER**  
**ALL CLAIMS FOR SECURITIES OR SAFE DEPOSIT BOXES MUST BE NOTARIZED**

For claims filed for a business the authorized owner's signature is required. For claims filed for an estate or trust, the signature of the executor, administrator or attorney is required.

State of Washington  
County of Clark

Subscribed and sworn to (or affirmed) before me on this 20 day of December, 2011, by Rosemarie Howell  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *[Signature]*



The Information Practices Act of 1977 and the Federal Privacy Act require this Division to inform you that your Social Security number and other documents are requested for property identification and processing of your claim. You have the right to view your records at this office by submitting a request to Chief, Unclaimed Property Division, P.O. Box 942850, Sacramento, CA 94280-0850.



**Controller John Chiang**  
**California State Controller's Office**

SCO Use Only

**UNCLAIMED PROPERTY  
 CLAIM DETAILS**

HEIR



Date: 12/3/2011

Source: INT

Property ID Number: 964241094

Owner(s) Name: VIKARA JOSEPH J

Reported Owner Address: 13115 PAM LN  
LAKESIDE CA 92040-3330

Type of Property: Dividends

Cash Reported: \$51.98

Reported By: PRUDENTIAL FINANCIAL INC

Please note: If you are claiming multiple properties, you may file one Claim Affirmation Form and attach a copy of the Property Details Screen for each additional property you are claiming. If there are multiple owners for any property, each owner may sign the Claim Affirmation Form or may file a separate Claim Affirmation Form to receive their share of the property.

Please review that your claim is complete and ready to be mailed:

- Did you sign the Claim Affirmation Form?
- Did you read and print a copy of the filing instructions? If not, filing instructions can be found at [http://www.sco.ca.gov/upd\\_claim\\_filinginstructions.html](http://www.sco.ca.gov/upd_claim_filinginstructions.html). Please select from the list that describes your status.
- Did you attach copies of all of the required documents for your type of claim?
- Did you make a copy of the claim package for your records?

If yes, mail the Claim Affirmation Form and documents to:  
 CALIFORNIA STATE CONTROLLER'S OFFICE  
 UNCLAIMED PROPERTY DIVISION  
 P.O. BOX 942850  
 SACRAMENTO, CA 94250-5873

Due to the large volume of claims we receive and process, it may take up to 180 days to process your claim. You may check the status of your claim at any time by selecting the Claims Status Search option at: <https://scoweb.sco.ca.gov/UCP/ClaimStatusSearch.aspx>. If you have an outstanding debt with a California state agency, your unclaimed property payment may be intercepted to pay the debt. Thank you for your patience.

If you have questions, please contact us:

By Phone: (800) 992-4647 (Nationwide)  
 (916) 323-2827 (Outside of U.S)

By Mail: State Controller's Office, Unclaimed Property Division  
 P.O. Box 942850 Sacramento, CA 94250-5873

SignOnSanDiego.com

BY THE UNION-TRIBUNE

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Tuesday, Dec. 13, 2011

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The San Diego Union-Tribune.

SAVE THIS EMAIL THIS PRINT THIS MOST POPULAR

County Obituaries Q-Z

July 13, 2006

JOSEPH JOHN VIKARA

Dec. 6, 1923-July 7, 2006

Joseph John Vikara, 82, of Lakeside died Friday. He was born in Central City, Pa., and was a retired mock-up engineer for Rohr Industries. He served in the Navy during World War II and was a member of the American Machinists Union.

Survivors include his daughters, Joann Willis of Santee and Rosemarie Howell of Vancouver, Wash.; son, Paul Vikara of Lakeside; sisters, Anne Vikara of New York City, Margaret Snock of Long Island, N.Y., and Dorothy Vikara of New York City; 11 grandchildren; and one great-grandchild.

Mass: 10 a.m. tomorrow, with rosary at 9:30 a.m., Our Lady of Perpetual Help, 13208 Lakeshore Drive, Lakeside.

Interment: after services, Riverside National Cemetery, 22495 Van Buren Blvd., Riverside.

Arrangements: El Cajon Mortuary.

WILLIAM RAY WALKER

Tuesday, November 20, 2007

Kim Smith

Safeco Corporation

Seattle Region

1191 Second Ave.

Seattle, WA 98101

Insured Name: Keith Walter Plotner & Arlis J. Plotner

Policy Number: P797558

Loss Date: March 3, 1999

Claim Number: 22A990623807

Dear Ms Smith:

First let me begin by stating, this matter should have been settled no more than six (6) months, after March 3, 1999. Safeco Corporation, in possession of the Black Box, from the vehicle I was driving, while at a red light, at a dead stop, March 3, 1999. Safeco Corporation fully knowledgeable, for the last eight and half plus "Lengthy" years, Keith Walter Plotner, hit me at a rate of speed, almost killing me, March 3, 1999, not using his breaking system, negligently. Keith Walter Plotner, Safeco Corporation, Insured, causing me injuries, at the age of thirty six (36) years, that require a lifetime of care and expenses, loss, pain, suffering.

Keith Walter Plotner, Safeco Corporation insured, making numerous false statements, during deposition. Depositions taken after I lived, from the premeditated attempts on my life, resulting Chronic Kidney Failure. This orchestrated by my representing attorney, Steven Buisick and Safeco Corporation attorney, David Bussman. Steven Buisick, allowing Safeco Corporation, to obtain personal information, of me, they have no legal right to obtain.

Safeco Corporation, many associates, including but not limited to, medical professionals, many board members, many employees, SW Washington Medical Center, Medicare, Medtronic, Inc., the State of Washington, Mc Loughlin Family Practice now Family Physicians Group, Kaiser, Vancouver Neurology, Comcast Corporation, Ford Motor Company, AT&T, Quest, Continental Casualty, Steven Buisick, Jeffrey Parker, Willard Merkel, Jeffrey Long, David Bussman, Angela Stewart, Safeco Corporation, many others that will be left unnamed for the time being, have committed criminal acts, of negligence and

abuse, against myself and my family, to assist Safeco Corporation, not to settle an expensive matter, in a timely manner, ultimately leaving me with further abuse, leaving me with not even adequate medical care.

This matter has been, with the assistance of my team, diligently and thoroughly investigated, uncovering an enormous amount of damages, Safeco Corporation is responsible. The in depth investigation uncovered a pattern, of criminal negligence and abuse, myself a direct target of many influential individuals, businesses, physicians, insurance companies.

After reviewing the financial statements for Safeco Corporation, subsidiaries, Safeco Corporation has not taken much of a liability loss for the last seven (7) years.

It is our position, you all, from the very top, all the way to Arlis J. Plotner, belong in jail, for the remaining balances of your lives, for the vivid attempts on my life, resulting in Chronic Kidney Failure; renal occlusion, resulting, hypertension, diabetes, this only a small amount of the additional unnecessary medical attacks, documented, after medical physicians, licensed medical professional, forge medical records.

Intentionally inflicting harm on another individual is a criminal offense, punishable by law.

Intentionally conspiring to do harm to another individual is a criminal offense, punishable by law.

October 30, 2006, seven and half years (7.5), after the negligence Safeco Corporation responsible, You, Kim Smith, sent a letter, stating you were still waiting for Medicare and Social Security records, before this could come to an equitable conclusion, this over a year past the time, Safeco Corporation, Keith W. Plotner, Deceased, Arlis J. Plotner, representative of Estate of Keith Plotner, in DEFAULT. Being in DEFAULT, Safeco Corporation and many board members, companies, physicians, businesses, committed additional criminal acts, against myself and my family, resulting, pornographic films made and distributed, stalking, additional property damage, financial attacks. DEFAULT, meaning Safeco Corporation legally liable, for ALL damages, criminal activity, medical malpractice, resulting Keith Walter Plotner, March 3, 1999. October 30, 2006, Seven and half (7.5) years, after the negligence, resulting all damages, Safeco Corporation being in possession, ILLEGALLY, since March 3, 1999, to ALL my Medicare records, ALL my Social Security records. Safeco Corporation, ILLEGALLY, paying all bills, state funded assistance, social security income, by routing funds to entities, on my behalf, ILLEGALLY, without paying settlement, without paying disability pay, without paying insurance coverage, by any insurance company responsible, while acquiring monies, stiffening monies, from myself and Brian. This to keep myself and my family financially strapped, this to keep myself and my medical care, under the control, of Safeco Corporation paid business associates, paid attorney's, paid entities. All the business dealing committed, on my behalf, being entirely ILLEGAL, CRIMINAL, and punishable, by law. The American Public fully unaware, of ALL ILLEGAL dealings going on, under the board tables. All while the lifestyles of board members, influential individuals are kept, at the cost, of the American Public expense.

Medicare came to my door the other day and tried to tell me, it was okay for Medicare to get involved in murder, Medicare is going broke. Not my problem, my problems caused by the illegal dealings, of many influential individuals, many wealthy individuals. There are legal ways to clean up financial messes, educated individuals would know this.

Medicare and many others attempting to "Money Launder", from myself and the American Public, for Big Business is illegal, unethical and theft, this to cover any losses you actually take, after the responsible insurance company has illegally and without authorization paid all medical bills.

In my case it was easier not to settle this matter at all, at the expense of my life, my health, my future, my possession, my finances, my property.

The criminal behavior exhibited, not professional, not in the name of Good Business. The criminal behavior exhibited, very Bad Business, costly.

For the last eight and half plus "Lengthy" years, I have been negligently abused by professionals, working for Safeco Corporation, not working for the welfare, of the individuals, who are made to believe the professionals are looking out, for their best interest. I have not received even adequate medical care the entire time. I will never receive adequate medical care until this is settled, further making Safeco Corporation responsible, further endangering my life, a life that is invaluable. Safeco Corporation as well as numerous additional entities, businesses, professionals, deciding my life's value and the time and manner in which I die, ultimately dictating my death, ultimately dictating my life, is unacceptable and illegal.

David Bussman stated, at deposition, medication does more harm. I had no control over being overdosed by Safeco Corporation, Medtronic, Inc., SW Washington Medical Center, Medicare, Social Security, State of Washington, Mc Loughlin Family Practice now Family Physicians Group, etc., being overdosed with clonidine, blood pressure medication, this to cause Chronic Kidney Failure, Diabetes, Hypertension, Gastroparesis. Attacking my kidneys, full well knowing this would shut my body down. Ultimately, in an attempt to relieve Safeco Corporation, of its responsibility, responsibility that began, March 3, 1999. Responsibility to pay an expensive settlement, caused by the negligence, of Keith Walter Plotner, Big Business. Medical professional(s) further assisting Safeco Corporation plight, by forging medical records, by your associated staff and business partners, at SW Washington Medical Center, this further endangering my life, while trying to cover up Safeco Corporation, ALL Associates, Big Business, attempts on my life.

Angela Stewart stated, during deposition games, of Marlene Dietrich, M.D., numerous times I showed lack of effort. The only lack of effort is Big Business, abiding by laws that Big Business likes to enjoy. However, seems to think Big Business can abuse at will. The only lack of effort is Safeco Corporation not settling a matter documented, upon the ER visit, March 3, 1999. The only lack of effort shown is, by physicians, in abiding by the HIPPA LAW, for one. The only lack of effort shown is, by insurance companies providing insurance, when accruing billions of dollars, from the American Public. The only lack of effort shown is by ALL, regarding my rights to not have my body abused by anyone, intentionally, premeditatedly. My life is invaluable, there is no amount of money that can pay for what Safeco Corporation and ALL associates have taken from me. There is no amount of money that can pay for the illegal pornographic films Safeco Corporation and associates have made, illegally, in my bedroom, in my private home, without my consent or knowledge, then distributing, with the assistance of many. There is no amount of money that can repair all the damages done while stalking, while tapping lines, while invading my privacy.

Safeco Corporation and ALL associates need to take responsibility for their actions. Safeco Corporation made illegal business deals at my expense, at the expense of my health, at the expense of my life.

Safeco Corporation as well as many others have not adhered to any laws, have not adhered to court rule, have broken laws, that protect myself and my family, for the last eight and half plus "Lengthy" years.

My team has put together a settlement demand. However, after reviewing this **not all responsibility is added**. Safeco Corporation and many additional entities, persons, businesses have made themselves enormously responsible. Safeco Corporation, Keith Plotner, Deceased, Arlis J. Plotner, representative of Estate of Keith Plotner, in DEFAULT. DEFAULT status making Safeco Corporation responsible, for ALL damages, resulting from the negligence of Keith Walter Plotner, March 3, 1999. None of you would have known who I were, if not for the rear end hit, while stopped at a red light, by Keith Walter Plotner, March 3, 1999.

The original injuries, expensive injuries, Safeco Corporation would rather commit murder than pay the responsibility. Then Safeco Corporation, in association, with many entities, attempted murder, more than once, invaded my privacy, for the last eight and half plus years, with the assistance of many. Safeco Corporation illegally installed video equipment, in my home, then distributing the results, this with the assistance of many, this damage you could never pay enough, nor could you pay enough for my health, Safeco Corporation and many others, took with NO conscience. Safeco Corporation installed a GPS Tracker, ruining a NEW vehicle, putting my entire family in danger. Please review the documents filed. There are many documents that can be filed. There are many individuals that are involved not yet documented in the courts. There are many businesses that are not yet documented that are involved. There are many influential individuals, not yet documented, in the courts.

**This is not negotiable**, due to the fact all damages are not included, as well if I must go without further medical attention, responsibility becomes much higher as well as do the expenses, due to the criminal activity, we will ask this to be tripled if this continues, **without immediate settlement in this matter**.

**In addition to the dollar amount required for settlement, immediate settlement, to allow me to receive the medical care, medical care I am in desperate need of. The medical care that has, thanks to Safeco Corporation and many others, has become an immediate need.**

1. **AT& T is to provide unlimited, FREE services to myself, my family, and my proceeding family, for the balance of our lives. The invasion of privacy is illegal.**
2. **Comcast Corporation is to provide unlimited, FREE services to myself, my family, and proceeding family, for the balance of our lives. The invasion of privacy, the illegal pornographic films, the illegal searching of my home, more than once, is illegal.**
3. **Ford Motor Company is to reimburse ALL monies paid for the 2006, F-350, write off the remaining balance owed on the 2006, F-350, sign over the title to the 2006, F-350, as well as fix the damages.**
4. **Ford Motor Company is to provide two (2) NEW, 2008, F-350 trucks loaded, FREE of charge, with lift kits and tires, identical to the 2006, F-350 purchased and damaged beyond repair. Damaging private, personal property is a criminal offense, punishable by law.**

5. **Ford Motor Company is to provide unlimited, FREE of charge, mechanical services, for the balance of my life, my families lives, the life of any vehicles purchased, procured. From Ford Motor Company. Stalking and endangering lives is a criminal offense, punishable by law.**
6. **Honeywell / ADT is to provide, FREE, unlimited services, for life, life of family.**
7. **The job Brain was offered at Owens-Illinois, the job the tap, gps and videos, Safeco Corporation, Comcast Corporation, damaged need to be reinstated, immediately, or the dollar amount will be adjusted to reflect damages, pay, benefits, pension, 401k. etc. Brain is an excellent employee and I am fortunate he can work after everything he was through. This was very damaging and unnecessary. Any employer is fortunate to have an employee such as Brian with his caliber of work.**
8. **Quest is to provide unlimited, free services for life, life of my proceeding family.**
9. **Dish is to provide unlimited, free services for life, life of my proceeding family.**
10. **ALL ASSOCIATES ARE TO PROVIDE FREE, Unlimited services, for life, life of all proceeding family.**
11. **SW Washington Medical Center, ALL Associates are to stay away from my property, this property never for sale. I had plans when purchased.**
12. **Safeco Corporation, is to:**
  - **Release all copies and originals of my records, bills, personal information, recordings, etc.**
  - **ALL videos are to be collected and handed over to my possession.**
  - **Safeco Corporation is not to interfere in my medical care, insurance, or nay of my business for my entire life.**
  - **Safeco Corporation is to adhere to all subpoenas immediately.**
13. **ALL Safeco Corporation, Associates, Businesses, Friends, Board members, ALL associated businesses are to back off of my financials and correct their theft, illegal attacks and bills, including but not limited to, Columbia Collectors, Washington Mutual Bank, SW Washington Medical Center, etc. Money Laundering is a criminal offense, punishable by law.**
14. **ALL Safeco Corporation, ALL Business Associates, ALL Board Members are to stay away from myself, my family and my proceeding family, for the length of our lives. Another words, keep your illegal business deals away from my family.**
15. **Safeco Corporation and ALL Associated individuals, businesses, partners, board members, physicians, ALL parties, need to collect all the recordings and deliver them.**
16. **Safeco Corporation is to adhere to all subpoenas immediately.**

**Safeco Corporation and All Associates, are all to stay away, from myself and my family, for life. Safeco Corporation and All Associates, are all to stay out, of my medical care, for life.**

**Safeco and ALL Associates, who obtained personal information, illegally, are to hand over, all information, records, recordings, financials, etc, immediately.**

**The settlement demand associated with the above mentioned conditions, to be disbursed immediately, is \$ 19, 579, 307, 200. 00**

**If this is not paid in a timely manner or any games are played, the damages will triple, the expenses increase, the parties will all be divulged, criminal suits will be filed as well as**

prosecution will be sought. **This settlement demand was not prepared, to include many of the parties, associated with Safeco Corporation, damages.** We will be protecting our legal rights, at all times. However, I agree with my associates, my medical care and living conditions, take precedence, at this time. The pure negligence by ALL parties is BAD BUSINESS.

In return for all the above, I will agree not to file suit, against any of your business partners. **If any above mentioned condition is ever broken**, a video is found being distributed, anywhere, anyone illegally attempts to Money Launder, from any family member. If anyone has the negligence, to interfere in my medical care, illegally, without authorization. The legal rights, of myself and my family, are to file suit and expose, all the illegal acts, of all parties. We reserve the right to have all parties prosecuted, as well as file suit in the appropriate courts, in the appropriate venues. This is non-negotiable. DEFAULT, means legally, you must pay all damages, caused by the negligence, March 3, 1999. Not ALL damages were added to this settlement demand, simply because Safeco Corporation has gotten in, to such a depth. The problems, expenses, acts, criminal behavior, you are responsible, not me. However, I must live with all Safeco Corporation and ALL Associates criminal negligence, criminal abuse, pure GREED. The damages, to my body, that were unnecessary, for GREED, unnecessary, for BAD BUSINESS. ALL damages caused by Safeco Corporation and Big Business, expensive to care.

If anyone is thinking of causing me any further harm, either by accident or by intention, ALL parties, will be dealt with appropriately, criminally, punished to the furthest extent of the law, by the American Public, by the laws of the United States. This entire matter and unfortunate reality has been investigated, quite effectively and thoroughly.

If for some reason you need to meet with me, the Clark County Courthouse is appropriate. I will be recording all meetings as well as have any meetings witnessed.

**Safeco Corporation and Associates have until December 15, 2007, to settle this entire matter to satisfaction. Safeco Corporation and Associates have damaged my body long enough. Safeco Corporation and Associates have wasted enough of my life and the lives of my family, while committing criminal acts of negligence and abuse, all at my cost.**

No, this is not a joke, No, this is not negotiable. DEFAULT means Safeco Corporation pays for Safeco Corporation responsibility. Safeco Corporation being a business, should pay their liability along with many others, rather than attempt murder, commit criminal acts of negligence.

I am alive by the grace of God, the only entity having any right to make a decision, on the span, of my life or anyone else.

Safeco Corporation, All Associates have taken from me, what you have not legal, ethical, moral right to take, my life, my health, my financial standing, my possessions.

The damages, March 3, 1999, costly damages, apparently were not enough for Safeco Corporation.

Please do yourself a favor, do not attempt anything. This goes for UPS as well, we full well knowing they involved, full well documented.

Please tell the US Postal Service to stop opening, accruing, illegally taking my personal mail, this is a FEDERAL OFFENSE, on that has been occurring, since March 3, 1999.

Respectfully,

*Rose Howell*  
Rose Howell

9504 NE 5<sup>th</sup> Street

Vancouver, WA 98664

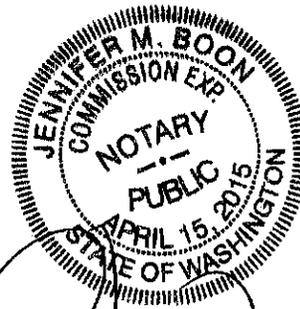
~~Direct Fax # 360-314-6478~~ N/A

Subscribed and sworn to before me this

20 day of December 20 11

*Jennifer M. Boon*  
NOTARY PUBLIC

Residing in Clark County  
Washington



*[Handwritten signature]*

1. Complete item 2.  
 2. Print your name and address on the reverse so that we can return the card to you.  
 3. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Number  
 7179 8072 3360 3801 5987

2. Article Addressed to  
 Kim Smith  
 Safeco Corporation  
 Seattle Region  
 1191 Second Ave.  
 Seattle, WA 98101

3. Service Type  
 CERTIFIED MAIL

4. Restricted Delivery? (Extra fee)  
 YES

V. Pradyor m

A. Received by (Printed name) B. Date of Delivery  
 NOV 26 2007

C. Signature  Agent  Addressee

D. Is delivery address different from item 2?  
 If YES, enter delivery address below  Yes  No

**RESTRICTED DELIV**

PS Form 3811V, March 2005 (PSN: 7530-07-000-0300) Domestic Return Receipt

Sender: Complete this section

1. Complete item 2.  
 2. Print your name and address on the reverse so that we can return the card to you.  
 3. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Number  
 7179 8072 3360 3801 6007

2. Article Addressed to  
 Angela Stewart  
 Attorney  
 16505 SW 72nd Ave, Ste 200  
 Portland, OR 97224

3. Service Type  
 CERTIFIED MAIL

4. Restricted Delivery? (Extra fee)  
 YES

Complete this section upon Delivery:

A. Received by (Printed name) B. Date of Delivery  
 Angela Stewart 11-27-07

C. Signature  Agent  Addressee

D. Is delivery address different from item 2?  
 If YES, enter delivery address below  Yes  No

**RESTRICTED DELIVE**

PS Form 3811V, March 2005 (PSN: 7530-07-000-0300) Domestic Return Receipt

Sender: Complete this section

1. Complete item 2.  
 2. Print your name and address on the reverse so that we can return the card to you.  
 3. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Number  
 7179 8072 3360 3801 5994

2. Article Addressed to  
 Scott Swindley  
 Attorney  
 PO Box 26  
 Vancouver, WA 98660-0264

3. Service Type  
 CERTIFIED MAIL

4. Restricted Delivery? (Extra fee)  
 YES

Complete this section upon Delivery:

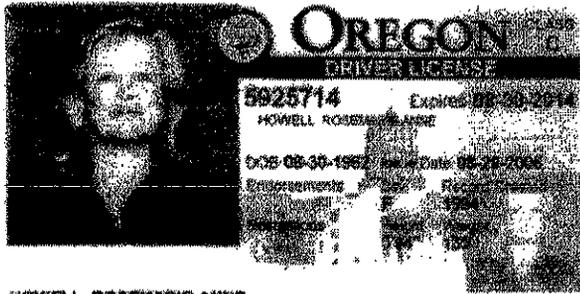
A. Received by (Printed name) B. Date of Delivery  
 Dawn Steel

C. Signature  Agent  Addressee

D. Is delivery address different from item 2?  
 If YES, enter delivery address below  Yes  No

**RESTRICTED DELIVE**

PS Form 3811V, March 2005 (PSN: 7530-07-000-0300) Domestic Return Receipt



HOWELL, ROSEMARIE ANNE  
2505 SW WICKIUP AVE  
REDMOND, OR 97756

SCO Use Only



**Controller *John Chiang***  
**California State Controller's Office**

**UNCLAIMED PROPERTY  
 CLAIM AFFIRMATION FORM**

HEIR



Each of the undersigned claimants certifies, under penalty of perjury, that the claimant has read the claim and knows the contents thereof and that the claimant is the owner of the said claim and the person entitled to receive the money and property set forth in said claim.

Each claimant agrees to indemnify and hold harmless the State, its officers, and employees from any loss resulting from the payment of said claim.

**THE CLAIMANT(S) MUST SIGN THIS CLAIM AFFIRMATION FORM FOR THE CLAIM TO BE PROCESSED**

LAST NAME Howell	FIRST NAME Rose	MIDDLE A	SSN / TAX ID / FEIN [REDACTED]	PROPERTY ID 964241094
CURRENT MAILING ADDRESS 9504 N.E. 5th Street	CITY Vancouver	STATE WA	ZIP 98664	COUNTRY USA
DAYTIME PHONE (360) 953-0798	CLAIMANT OR AUTHORIZED AGENT SIGNATURE <i>[Signature]</i>			DATE 11/17/2011

LAST NAME	FIRST NAME	MIDDLE	SSN / TAX ID / FEIN	PROPERTY ID 964241094
CURRENT MAILING ADDRESS	CITY	STATE	ZIP	COUNTRY
DAYTIME PHONE	CLAIMANT OR AUTHORIZED AGENT SIGNATURE			DATE

**YOUR SIGNATURE(S) MUST BE NOTARIZED IF THE CLAIM AMOUNT IS \$1,000 OR GREATER**  
**ALL CLAIMS FOR SECURITIES OR SAFE DEPOSIT BOXES MUST BE NOTARIZED**

For claims filed for a business, the authorized owner's signature is required. For claims filed for an estate or trust, the signature of the executor, administrator or attorney is required.

State of Washington  
 County of Clark

Subscribed and sworn to (or affirmed) before me on this 21 day of November, 2011, by Rose A. Howell  
 proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *[Signature]* (Seal)

**PRIVACY NOTIFICATION**

The Information Practices Act of 1977 and the Federal Privacy Act require this Division to inform you that your Social Security number and other documents are requested for property identification and processing of your claim.

You have the right to view your records at this office by sending a request to:  
 Chief, Unclaimed Property Division, P.O. Box 942850, Sacramento, CA 94280-5873.



Thursday, November 17, 2011



# Controller *John Chiang*

## California State Controller's Office

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### UNCLAIMED PROPERTY PROPERTY DETAILS SCREEN

Date: 11/17/2011      Source: INT      Property ID Number: **964241094**

Owner(s) Name: **VIKARA JOSEPH J**

Reported Owner Address: **13115 PAM LN  
LAKESIDE CA 92040-3330**

Type of Property: **Dividends**

Cash Reported: **\$51.98**

Reported By: **PRUDENTIAL FINANCIAL INC**

According to our records, you may be entitled to the money, property, or proceeds from any sale of the property listed above

If you are claiming this property or the proceeds, you must complete Steps 1-4.

Please note: If you are claiming multiple properties, you may file one Claim Affirmation Form and attach a copy of the Property Details screen for each additional property you are claiming. If there are multiple owners for any property, each owner must either sign the Claim Affirmation Form or file a separate Claim Affirmation Form to receive their share of the property.

#### STEP 1

Write down your Property ID Number; you may need to refer to this number later.

- Print and keep this "Property Details" screen for your records.

#### STEP 2

Fill out a Claim Affirmation Form.

- Click here to [Claim This Property](#) and to fill out the Claim Affirmation Form. You must still print and sign the Claim Affirmation Form and send it to the address below with the required documents. We need an original signature so you cannot submit the completed form electronically. Note: This is a secure website; your personal information is protected.

#### OR

- If you prefer, you may contact us at the number listed below and one of our representatives will mail the Claim Affirmation Form with your property information to you. When you receive the form and filing instructions, complete, sign and return the form along with the required documents.

You must SIGN the Claim Affirmation Form or it will be returned.

#### STEP 3

Read the filing instructions and send us copies of the documents required to prove ownership.

#### STEP 4

Mail the completed, signed Claim Affirmation Form and required documents to:

Unclaimed Property Division  
P.O. Box 942850  
Sacramento, CA 94250-5873

Due to the large volume of claims we receive and process, it may take up to 180 days to process your claim. You may check the status of your claim at any time by selecting the Claims Status Search option at:

The Honorable Diane Woolard  
Department Eight

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

STATE OF WASHINGTON,

*Plaintiff.*

vs.

ROSE HOWELL,

*Respondent.*

Case No.: 10-1-00150-6

DEFENDANT'S AFFIDAVIT  
OF PAUPERIS  
And  
CERTIFICATE OF SERVICE

*In Re:* COA, Div. II, Case No. 42537-8-II

AFFIDAVIT

I, Rose Howell representing *pro se* make this affirmative declaration

based on fact:

- 1) Howell's source of income is Social Security Disability which is *less than* eight hundred and fifty dollars monthly. (Emphasis added.)
- 2) On April 28, 1999, Howell left full time employer on disability leave [<sup>1</sup>] authorized by a specialist. (Emphasis added.)

<sup>1</sup>Howell was not fired as Clark County, Et Al. fraud desires the insurer to perceive. (Here I'm referencing docs filed in this case). In fact, Howell was begged by HR to return after being told it was not possible by medical specialists. (Emphasis added.) This is another reason why third party's shouldn't be rewarded for the injuries of the victim - the

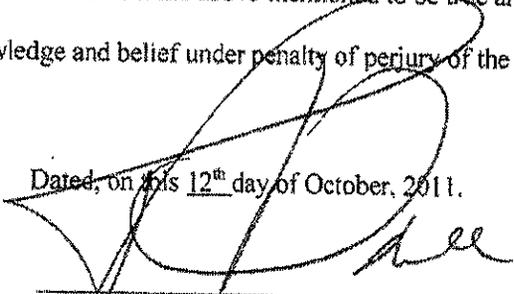
- 1           3) Subsequently thereafter, Howell filed disability and for disability  
2           insurance payments. The premiums were paid by Howell, and the insurer  
3           is Continental Casualty Insurance (CNA),
- 4           4) Continental Casualty Company (CNA) "did not pay" Howell's disability  
5           policy, just as all other policies (numerous) upon March 3, 1999, have  
6           "not to date been paid [2] to Howell." See WAC 284-30-330. (Emphasis  
7           added.)
- 8           5) As indicated Howell's source of income is Social Security Disability.
- 9           6) Howell is without basic necessities and basic services. See RCW  
10           9A.42.010.
- 11           7) Basic necessities include and are not limited to, warm livable conditions,  
12           unencumbered medical care, and decent meals.
- 13           8) Insurer's (including British) have acted in bad faith through deceptive  
14           practices without authority of law causing including, not limited to this  
15           action; *Coventry Assocs. v. Am. States Ins. Co.*, 136 Wn.2d 269, 281, 961  
16           P.2d 933 (1998). See WAC 284-30-330; see also, RCW 9A.60.040.
- 17           9) This appeal is causing further deprivation of life, liberties, and property.  
18           See Article 1 § 3; 10. (Emphasis added.)

---

19  
20  
21   deformation of character, criminal slander, and fraudulent records and statement must be  
22   legally addressed. (Emphasis added.)  
23   <sup>2</sup> Mike McGavick (insurance lobbyist) was financial officer for CNA then 'afterwards'  
24   rewarded by a position as C.E.O for Safeco Ins. Co. As such, was rewarded for inflicting  
25   Howell 'thirteen years' deprivation of life, liberties, and property. See Article 1 § 3: 10.  
26   (Liability) (Emphasis added.) Seems to be ample rewards given to third party's to deprive  
Howell life, liberties, and property. (Emphasis added.)

1 I, Rose Howell affirm the above-mentioned to be true and correct to the  
2 best of my knowledge and belief under penalty of perjury of the laws of the state  
3 of Washington.

4 Dated, on this 12<sup>th</sup> day of October, 2011.

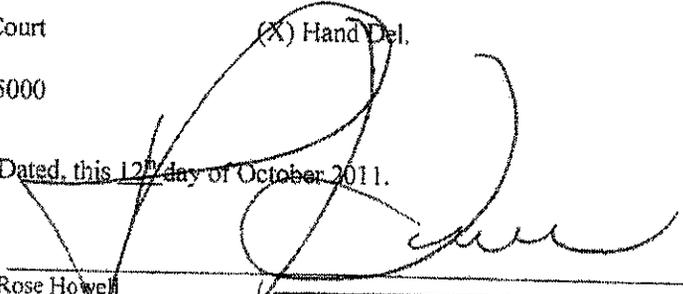
5   
6 \_\_\_\_\_  
7 Rose Howell  
8 Pro se Defendant

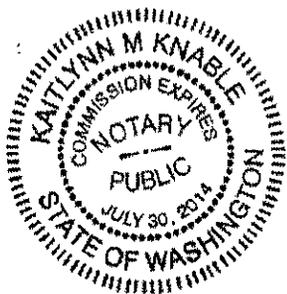
9 **CERTIFICATE OF SERVICE**

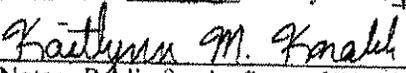
10 I certify that on the 12<sup>th</sup> day of October, 2011, I caused a true and correct  
11 copy of the Defendant's Affidavit of Pauperis and Certificate of Service to be  
12 served on the following in the manner indicated below:

- 13 1) Superior Court Clerk, Clark County (X) Hand Delivery  
14 Scott Weber, Clerk  
15 PO Box 5000  
16 Vancouver, WA 98666-5000
- 17 2) Clark County Prosecutor (X) US Mail/ prepaid  
18 Scott Ikata  
19 PO Box 5000  
20 Vancouver, WA 98666-5000
- 21 3) Judge Woolard (X) Hand Del.  
22 Dept. 8  
23 Clark County Superior Court  
24 PO Box 5000  
25 Vancouver, WA 98666-5000

26 Dated, this 12<sup>th</sup> day of October 2011.

  
\_\_\_\_\_  
Rose Howell  
Pro Se Defendant  
9504 NE 5<sup>th</sup> Street  
Vancouver, WA 98664



State of:	Washington
County of:	Clark
Subscribed and sworn to before me this	
12 day of October	in the year 2011
	
Notary Public for the State of Washington	
My Commission Expires: 07/30/2014	

Safeco Insurance Company of Illinois  
Seattle Region  
1191 Second Ave.  
Seattle, Wa 98101

Mailing Address:  
P.O. Box 515097  
Los Angeles, CA 90051-5097

Phone: (800) 332-3226  
(425) 640-2921  
Fax: (888) 268-8840

**Safeco** Insurance

September 27, 2007

Rose Howell  
9504 NE 5th St  
Vancouver, WA 98664

Insured Name: Keith W & Arlis J Plotner  
Policy Number: P797558  
Loss Date: March 3, 1999  
Claim Number: 22A990623807

Dear Ms. Howell:

In an attempt to bring this matter to a fair and equitable conclusion, we would at this time request that you make a settlement demand in this matter. We would also respectfully suggest that mediation might be helpful in the settlement process. In mediation, a neutral third party (usually an attorney or retired judge) works with the two parties in a claim or lawsuit in an attempt to reach a fair and amicable settlement.

Should this idea appeal to you, we would be interested in hearing your selections with regards to a potential mediator. Most of the main mediation firms should be listed in your local phone book. We will certainly give full consideration to any/all of your choices. We would also offer to pay the cost of the mediation, which would most likely take a full day.

I look forward to your response.

Sincerely,



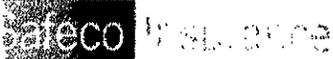
Kim Smith  
Seattle Region  
Safeco Insurance Company of Illinois  
(800) 332-3226  
(425) 640-2921 Fax: (888) 268-8840  
kimsmi@safeco.com

C/C ANGELA STEWART, ATTORNEY AT LAW

Safeco Insurance Company of Illinois  
Seattle Region  
4634 154th Pl. N.E.  
Redmond, Wa 98052

Mailing Address:  
PO Box 34700  
Seattle, Wa 98124

Phone: (800) 332-3226  
(425) 376-7262



October 30, 2006

Rosemarie Howell  
9504 NE 5th St  
Vancouver, WA 98664

Insured Name: Keith W Plotner  
Policy Number: P797558  
Loss Date: March 3, 1999  
Claim Number: 22A990623807

Dear Ms. Howell:

I would like to take the opportunity to respond to your recent emails which voice your continuing dissatisfaction with the handling of this matter by Safeco Insurance. Please understand that we strive to be as fair as possible with regards to our evaluations. In order to do that, we need to make certain that we have all of the relevant information with which to come to a fair evaluation of the claim.

At this time we are awaiting records from Social Security, which should assist us with ascertaining any alleged wage loss claim. We are also awaiting information from Medicare, which should give us the documentation of all of the relevant medical expenses in this matter. It is my understanding that you are currently compiling documentation regarding additional expenses that you have incurred as a result of the accident. We look forward to receiving this information as well.

As for the amount of time that has passed since the accident, please rest assured that we have consistently tried to move this matter forward. The process has been slowed by the number of attorneys who have represented you over the past years. Some of those attorneys were non responsive at times, which slowed the process.

We would like nothing more than to get this case into a position where evaluation is possible, so that we can make you an offer that is fair. Once we have the above information, we should be in a position to do just that. It is my hope that we can all work together to get to that point.

I appreciate your time, and I do hope that you are feeling better. In the meantime, please don't hesitate to contact either myself or Mr. Bussman if you have any further questions or concerns.

Sincerely,



Kim Smith  
Seattle Region  
Safeco Insurance Company of Illinois  
(800) 332-3226  
(425) 376-7262  
kimsmi@safeco.com

CC DAVID BUSSMAN, ATTORNEY AT LAW

# Marriage Certificate

State of California

County of San Diego

I hereby certify that on

October 25 1980  
Month Day

at Lake Draniges Mt. Park Clubhouse, Fksd California, under authority

of a license issued by the County Clerk of the County of San Diego, I, the

undersigned, as a

Minister

joined in marriage

Bryan P. Howell and Rosemarie A. Vikora

in the presence of Walter J. Thompson, residing at La Jolla, Ca

California, and Steven A. Small, residing at Spring Valley

California.

John Sweeney  
Signature of Person Solemnizing Marriage

COUNTY OF SAN DIEGO

GREGORY J. SMITH  
ASSESSOR/RECORDER/COUNTY CLERK

STATE FILE NUMBER **62-230909** CERTIFICATE OF LIVE BIRTH LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER **8000 17163**  
STATE OF CALIFORNIA—DEPARTMENT OF PUBLIC HEALTH

THIS CHILD	1a NAME OF CHILD—FIRST NAME <b>ROSEMARIE</b>		1b MIDDLE NAME <b>ANNE</b>		1c LAST NAME <b>VIKARA</b>	
	2 SEX <b>FEMALE</b>	3a THIS BIRTH SINGLE (TWIN OR TRIPLET?) <b>SINGLE</b>	3b IF TWIN OR TRIPLET THIS CHILD BORN 1ST 2ND 3RD?	4a DATE OF BIRTH—MONTH DAY YEAR <b>AUGUST 30, 1962</b>		4b HOUR <b>8:03 A</b>
PLACE OF BIRTH	5a PLACE OF BIRTH—NAME OF HOSPITAL <b>Crossmont Hospital</b>			5b STREET ADDRESS (ONE STREET OR RURAL ADDRESS OR LOCATION DO NOT USE P. O. BOX NUMBERS) <b>5555 Crossmont Center Dr.</b>		
	5c CITY OR TOWN <b>La Mesa</b>			5d COUNTY <b>San Diego</b>		
MOTHER OF CHILD	6a MAIDEN NAME OF MOTHER—FIRST NAME <b>Geraldine</b>		6b MIDDLE NAME <b>Anne</b>		6c LAST NAME <b>Fleming</b>	
	7 COLOR OR RACE OF MOTHER <b>White</b>		8 AGE OF MOTHER (AT TIME OF THIS BIRTH) YEARS <b>28</b>			
USUAL RESIDENCE OF MOTHER (WHERE DOES MOTHER LIVE?)	9 BIRTHPLACE (STATE OR FOREIGN COUNTRY) <b>Maine</b>			10 MAILING ADDRESS OF MOTHER—(IF DIFFERENT FROM USUAL RESIDENCE—FOR NOTIFICATION BY MAIL)		
	11a USUAL RESIDENCE OF MOTHER—STREET ADDRESS (LOCALITY, STREET, BOX NUMBER, OR POST OFFICE BOX) <b>8025 San Felipe St.</b>			11b IF INSIDE CORPORATE LIMITS CHECK ONE <input checked="" type="checkbox"/> CHECK HERE 11c COUNTY <b>San Diego</b>		11d IF OUTSIDE CITY CORPORATE LIMITS CHECK ONE <input type="checkbox"/> ON A FARM <input type="checkbox"/> NOT ON A FARM 11e STATE <b>California</b>
FATHER OF CHILD	12a NAME OF FATHER—FIRST NAME <b>Joseph</b>		12b MIDDLE NAME <b>John</b>		12c LAST NAME <b>Vikara</b>	
	13 COLOR OR RACE OF FATHER <b>White</b>		14 AGE OF FATHER (AT TIME OF THIS BIRTH) YEARS <b>38</b>		15 BIRTHPLACE (STATE OR FOREIGN COUNTRY) <b>Pennsylvania</b>	
INFORMANT'S CERTIFICATION	16a PRESENT OR LAST OCCUPATION <b>Assembler</b>		16b KIND OF INDUSTRY OR BUSINESS <b>Aircraft</b>		17a PARENT OR OTHER INFORMANT—SIGNATURE (PRINT NAME) <i>Mrs. Guelleg A. Vikara</i>	
	17b DATE SIGNED BY INFORMANT <b>8-31-62</b>		18 PHYSICIAN (IF OTHER PERSON WHO ATTENDED THIS BIRTH) SIGNATURE—(PRINT NAME) <i>Edward J. ...</i>			
ATTENDANT'S CERTIFICATION	19 I HEREBY CERTIFY THAT I ATTENDED THIS BIRTH AND THAT THE CHILD WAS BORN ALIVE AT THE HOUR, DATE AND PLACE STATED ABOVE		20 LOCAL REGISTRAR—SIGNATURE <i>Gregory J. Smith</i>		21 ADDRESS <b>2330 1st Ave., San Diego</b>	
REGISTRAR'S CERTIFICATION	22 DATE ON WHICH NAME ADDED BY SIMPLE MENTAL NAME REPORT		23 LOCAL REGISTRAR—SIGNATURE <i>Gregory J. Smith</i>		24 DATE RECEIVED BY LOCAL REGISTRAR <b>SEP 7 1962</b>	

This is a true and exact reproduction of the document officially registered and placed on file in the office of the San Diego County Recorder/Clerk.

*G. J. Smith*

March 14, 2006

Gregory J. Smith  
Assessor/Recorder/County Clerk

This copy is not valid unless prepared on an engraved border displaying date, seal and signature of the Recorder/County Clerk



\*001708802\*



ELGA CWF PART A ELIGIBILITY SYSTEM  
08/21/2007 17:57:05 MSP INFORMATION

ELGACRO  
PAGE 09 OF 09

IP-REC CN ██████████ NM HOWELL IT R DB 08301962 SX F INT 00350

MSP CODE: 47 EFF DATE: 10012001 TERM DATE:  
INSURER INFORMATION:

NAME : SAFECO INSURANCE CO  
ADDRESS1 : 4101 KRUSE WAY STE 201  
ADDRESS2 :  
CITY : LAKE OSWEGO  
STATE : OR  
ZIP : 97035  
POLICY NO : 22A990623807

PF1=INQ SCREEN PF3/CLEAR=END PF7=PREV PF8=NEXT



Legacy Health System  
 P.O. Box 5135  
 Portland, OR 97208-5135  
 Phone: (503) 413-6662  
 Fax: (503) 413-6706  
 Toll Free: (877) 295-8702

# STATEMENT

ACCOUNT NO.	145246	TCSS
BALANCE DUE	\$ .00	
DATE	AMOUNT ENCLOSED	
06/06/07		

If insurance address or insurance information have changed, indicate below.

CORRECT NAME \_\_\_\_\_  
 STREET ADDRESS \_\_\_\_\_  
 CITY, STATE, ZIP \_\_\_\_\_  
 NAME OF INSURANCE CO. \_\_\_\_\_ INS. NO. \_\_\_\_\_

Please complete this section if you choose to pay by:  
 Visa  Mastercard

CARD NUMBER \_\_\_\_\_ EXP. DATE \_\_\_\_\_  
 CARD HOLDER'S SIGNATURE \_\_\_\_\_ AMT. TO CHARGE \_\_\_\_\_

**REMIT TO:** Legacy Health System  
 P.O. Box 5135 • Portland, OR 97208-5135

TRANSACTIONS WITHIN 3 DAYS OF STATEMENT DATE MAY NOT APPEAR UNTIL NEXT MONTH'S STATEMENT

PLEASE RETURN UPPER PORTION WITH YOUR REMITTANCE. THANK YOU.

DATE	PRO	DESCRIPTION OF SERVICE	CHARGE	DATE INS. BILLED	INSURANCE PAYMENT	INSURANCE ADJUSTMENT	PATIENT PAYMENT	BALANCE	MSG
04/30/07	264	OV NEW: LEVEL 4	275.00	05/10	.00	.00	.00	275.00	1

MESSAGES (MSG)

1 - Pending Info/patient

*Pls call Medicare and update your insurance info. According to them, you still have SAFECO coverage. If you no longer have SAFECO, you need to tell Medicare so they can*

264 - RODDY, MD

*delete that info and then we can bill them. Thank you*

PATIENT NAME	ROSEMARIE /	TCSS	ACCOUNT BALANCE	275.00
ACCOUNT NO.	145246		PENDING INSURANCE	275.00
<b>Legacy Professional Billing Office</b> P.O. Box 5135 • Portland, OR 97208-5135 Phone: (503) 413-6662 Fax: (503) 413-6706 Toll Free: (877) 295-8702				

BALANCE DUE UPON RECEIPT					ACCOUNT BALANCE	PENDING INSURANCE	BALANCE DUE
CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS			
275.00	.00	.00	.00	.00	275.00	275.00	550.00

COPY  
ORIGINAL FILED

FEB 12 2008

Sherry W. Parker, Clerk, Clark Co.

THE HONORABLE BARBARA D. JOHNSON  
DEPARTMENT No. 6

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

ROSE HOWELL.

Plaintiff,

vs.

ARLIS J. PLOTNER, as the personal  
representative of the ESTATE OF KEITH  
WALTER PLOTNER, DECEASED,

Defendant

) Case No. 01-2-02693-7  
)  
)  
) MOTION FOR DEFAULT  
)  
) NOT ANSWERING SUMMONS  
) NOT ANSWERING COMPLAINT  
) FILED STEVEN BUSICK,  
) ATTORNEY at LAW,  
) FILED AUGUST 29, 2005

TO: SAFECO INSURANCE COMPANY  
LAW OFFICES OF ROBERT DORBAND  
16505 SW 72<sup>ND</sup> AVE., SUITE 200  
PORTLAND, OR 97224  
ANGELA M. STEWART

TO: SCOTT W. SWINDELL  
ATTORNEY AT LAW  
PO BOX 264  
VANCOUVER, WA 98666-0264

Comes now plaintiff, Rose Howell, and moves to file Motion for Default, against Safeco Corporation, Insured, Keith Walter Plotner, Deceased. Arlis J. Plotner, representative of the Estate of Keith Walter Plotner, pursuant to CR 4, the defendant(s), Safeco Corporation, Insured, Keith Walter Plotner, Deceased, Arlis J. Plotner, representative of the Estate of Keith Walter Plotner, failed, to respond



1. Complete item 2.
2. Print your name and address on the reverse so that we can return the card to you.
3. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Number  
7179 8072 3360 2801 5898

2. Article Addressed to  
Angela Stewart  
Law Offices Robert Corbano  
16505 SW 72nd Ave, Ste 200  
Portland, OR 97224

3. Service Type  
CERTIFIED MAIL

4. Restricted Delivery? (Extra fee)

A. Received by (Printed name) | B. Date of Delivery  
Olea Teleguz | 2-13-08

C. Signature |  Agent  
Olea Teleguz |  Addressee

D. Is delivery address different from item 2?  
If YES, enter delivery address below:  Yes  
 No

PS Form 3811V, March 2005 (PSN: 7530-07-000-0300) Domestic Return Receipt

Sender: Complete this section

1. Complete item 2.
2. Print your name and address on the reverse so that we can return the card to you.
3. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Number  
7179 8072 3360 2801 5904

2. Article Addressed to  
Scott W. Swindell  
Attorney at Law  
PO Box 264  
Vancouver, WA 98666-0264

3. Service Type  
CERTIFIED MAIL

4. Restricted Delivery? (Extra fee)

Complete this section upon Delivery:

A. Received by (Printed name) | B. Date of Delivery  
Dawn Steel | 2-13-08

C. Signature |  Agent  
Dawn Steel |  Addressee

D. Is delivery address different from item 2?  
If YES, enter delivery address below:  Yes  
 No

PS Form 3811V, March 2005 (PSN: 7530-07-000-0300) Domestic Return Receipt

Sender: Complete this section

1. Complete item 2.
2. Print your name and address on the reverse so that we can return the card to you.
3. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Number  
7179 8072 3360 2801 5881

2. Article Addressed to  
Sherry W. Parker  
Superior Court Clerk, Clackamas  
PO Box 5000  
Vancouver, WA 98666-5000

3. Service Type  
CERTIFIED MAIL

4. Restricted Delivery? (Extra fee)

Complete this section upon Delivery:

A. Received by (Printed name) | B. Date of Delivery  
 | 2-17-08

C. Signature |  Agent  
 |  Addressee

D. Is delivery address different from item 2?  
If YES, enter delivery address below:  Yes  
 No

RECEIVED  
FEB 17 2008  
Clark County Mail Center

Form 3811V, March 2005 (PSN: 7530-07-000-0300) Domestic Return Receipt



1. Complete item 2.  
2. Print your name and address on the reverse so that we can return the card to you.  
3. Attach this card to the back of the mailpiece, or on the front if space permits.

Complete this section upon Delivery.

Article Number  
7179 8072 3360 2801 5911

Article Addressed to  
Anaela Stewart  
and Offices Robert Doland  
6505 SW 72<sup>nd</sup> Ave, Sk. 2000  
Portland, OR 97224

Service Type  
CERTIFIED MAIL  
Restricted Delivery? (Extra fee)

A. Received by (Printed name) B. Date of Delivery  
Sherris Bowen 2-14-08

C. Signature  
Sherris Bowen  
 Agent  
 Addressee

D. Is delivery address different from item 2?  
If YES, enter delivery address below  
 Yes  
 No

Form 3811V, March 2005 (PSN: 7530-07-000-0300)

Domestic Return Receipt

Under: Complete this section  
Complete item 2.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

Complete this section upon Delivery.

Article Number  
7179 8072 3360 2801 5935

Article Addressed to  
Scott W. Swindle II  
Attorney at Law  
P.O. Box 264  
Bainbridge, WA 98666-0264

Service Type  
CERTIFIED MAIL  
Restricted Delivery? (Extra fee)

A. Received by (Printed name) B. Date of Delivery  
Dawn Steel 2-14-08

C. Signature  
Dawn Steel  
 Agent  
 Addressee

D. Is delivery address different from item 2?  
If YES, enter delivery address below  
 Yes  
 No

Form 3811V, March 2005 (PSN: 7530-07-000-0300)

Domestic Return Receipt

Under: Complete this section  
Complete item 2.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

Complete this section upon Delivery.

Article Number  
7179 8072 3360 2801 5928

Article Addressed to  
Sherry W. Parker  
Senior Court Clerk, Clark County  
P.O. Box 5000  
Bainbridge, WA 98666-5000

Service Type  
CERTIFIED MAIL  
Restricted Delivery? (Extra fee)

A. Received by (Printed name) B. Date of Delivery  
Sherry W. Parker 2-15-08

C. Signature  
Sherry W. Parker  
 Agent  
 Addressee

D. Is delivery address different from item 2?  
If YES, enter delivery address below  
 Yes  
 No

Form 3811V, March 2005 (PSN: 7530-07-000-0300)

Domestic Return Receipt  
Notice Hearing Default

**COPY  
ORIGINAL FILED**

**JUL 27 2009**

Sherry W. Parker, Clerk, Clark Co.

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

ROSE HOWELL,

Plaintiff,

vs.

ARLIS J. PLOTNER, as the personal  
representative of the ESTATE OF KEITH

WALTER PLOTNER, DECEASED,

Defendant

Case No. 01-2-02693-7

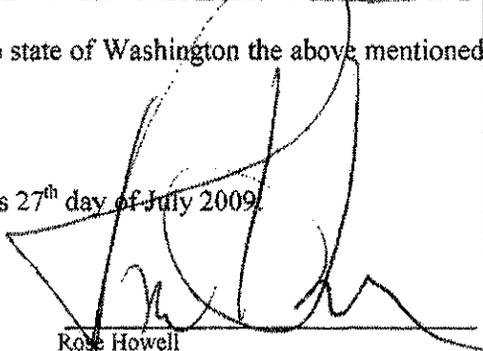
MOTION FOR  
JUDGMENT  
AS A MATTER  
OF LAW

**INTRODUCTION**

This affirmative relief protracted litigated matter pursuant to CR 55 (a) (1) Motion for Default filed February 12, 2008 pursuant to CR 1, CR 4, CR 4.2, CR 55 (a) (1), CR 55 (a) (2), CR 54 (c), CR 55 (b) (1), CR 70.1, the Federal Justice Act of 1990. The courts orders *contrary to law* upon February 12,

I declare under penalty of perjury under the laws of the state of Washington the above mentioned declaration is true and correct.

Dated, this 27<sup>th</sup> day of July 2009.

  
Rose Howell  
Pro Se Plaintiff  
9504 NE 5<sup>th</sup> Street  
Vancouver, WA 98664

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Scott W Swindell  
Attorney at Law  
PO BOX 264  
Vancouver, WA 98666-0264

Christopher Rounds  
Law Offices of Anderson & Nyberg  
PO Box 4400  
Portland, OR 97208-4400

**COPY  
ORIGINAL FILED**

**JUL 27 2009**

Sherry W Parker, Clerk, Clark Co.

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

12 ROSE HOWELL,

13 Plaintiff,

14 vs.

15 ARLIS J. PLOTNER, as the personal

16 representative of the ESTATE OF KEITH

17 WALTER PLOTNER, DECEASED.

18 Defendant

) Case No. 01-2-02693-7

)  
)  
) PROOF MAILING

) MOTION FOR  
) JUDGMENT  
) AS A MATTER OF LAW;  
) AFFIDAVIT

AND

NOTICE OF HEARING

19  
20  
21 I, Rose Howell, the plaintiff, declare under the penalty of perjury of the laws of the state of  
22 Washington that on this date, I caused to be served the foregoing Motion for Judgment as a Matter of  
23 Law, Affidavit and Notice on Hearing Docket on the following person(s) on the date indicated below. To  
24 be delivered by regular mail. To, said person(s) a true copy thereof, contained in a sealed envelope,  
25 addressed to said person(s) at their last known address and to the counsel of record.  
26  
27

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF CLARK

**FILED**  
AUG -7 2001  
JoAnne McEldie, Clerk, Clark Co.

1  
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4 RICH HOWELL,

5 Plaintiff,

6 vs.

7 KEITH PLOTNER,

8 Defendant

) Case No.: No. 01 2 026937

) FIRST ANSWER TO SUMMONS

) REGARDING  
) COMPLAINT FOR PERSONAL INJURIES

9  
10  
11 COMES NOW the defendant, Keith Plotner, having referred this matter to  
12 his insurance company, i.e. Safeco Insurance, Claim # 22A990623807, PO Box  
13 100, Lake Oswego, OR 97035

- 14 1. Will be assigned an attorney appointed by Safeco who shall  
15 represent the interest of the Defendant  
16 2. As of this date, said attorney has not been appointed;  
17 however, upon appointment will be making response to this  
18 complaint.

19 Dated this 6<sup>th</sup> day of August, 2001

20 signed: *Keith W Plotner*

21 Keith Plotner, 2614 SE Talton Ave., Vancouver, WA 98683

22 Dated this 6<sup>th</sup> day of August, 2001

23 The Superior Court of Washington  
24 Clark Co Superior Clerk  
PO Box 5000  
Vancouver, WA 98666-5000

Martin, Elliott & Snell, PC  
Attn: Thomas Martin, Atty.  
PO Box 575  
Tualatin, OR 97062

25  
*J*



CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing NOTICE OF APPEARANCE on the following person(s) on the date indicated below, by the following method:

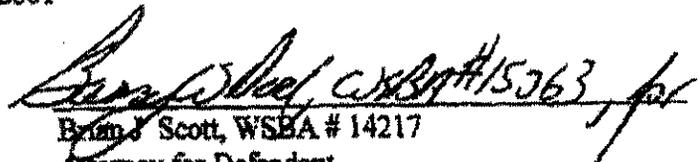
- mailing with postage prepaid
- hand delivery
- facsimile transmission
- overnight delivery

to said person(s) a true copy thereof, contained in a sealed envelope, addressed to said person(s) at their last known address(es) as follows.

Thomas Martin, Jr.  
Martin, Elliott & Snell, P C  
P.O. Box 575  
Tualatin, Oregon 97062  
Fax to. 503-691-0782

Attorney for Plaintiff

DATED this 9th day of August, 2001

  
Brian J. Scott, WSEA # 14217  
Attorney for Defendant

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**FILED**

**FEB 15 2001**

**Shirley M. Parker, Clerk, Court Co.**

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF CLARK**

**ROSE E. OWELL,**

**Plaintiff,**

**NO. 01-2-02693-7**

**DEFENDANT'S ANSWER TO (SECOND)  
AMENDED COMPLAINT**

**v.**

**ARLIS J. PLOTNER, as personal representative  
of the ESTATE OF KEITH WALTER  
PLOTNER, DECEASED**

**Defendant.**

**Defendant answers plaintiff's (second) amended complaint as follows:**

**1.**

**Admits the allegations contained in paragraphs 1 and 2.**

**2.**

**Denies the allegations contained in paragraph 3, 4, 5 and 6, except that defendant admits that on or about March 3, 1999, at or near the intersection of Heathwood and Mill Plain, a motor vehicle accident occurred involving vehicles operated by plaintiff and defendant's decedent, respectively.**

**3.**

**Denies each and every other allegation contained in plaintiff's amended complaint.**

**////**

**////**

**DEFENDANT'S ANSWER TO (SECOND)  
AMENDED COMPLAINT - 1**

**Law Offices of Robert S. Darband  
Employees of Safeco PWC Insurance Companies  
16305 SW 72<sup>nd</sup> Avenue, Suite 200, Portland, Oregon 97224  
503-675-1400 Fax 866-274-9849  
Email: rsd@safeco.com**

91  
am

WHEREFORE, having fully answered plaintiff's (second) amended complaint, defendant prays for judgment in his favor and for his costs and disbursements incurred herein.

Date: February 14, 2008.

LAW OFFICES OF ROBERT S. DORBAND

  
ANGELA M. STEWART, WSBA No. 33435  
Attorney for Defendant

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THE HONORABLE BARBARA D. JOHNSON

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF CLARK

ROSE HOWELL,

Plaintiff,

NO. 01-2-02693-7

CERTIFICATE OF SERVICE

v.

ARLIS PLOTNER, as personal representative  
of the ESTATE OF KEITH WALTER  
PLOTNER, DECEASED,

Defendant.

The undersigned certifies under the penalty of perjury of the laws of the state of Washington that on this date, the undersigned has caused the foregoing documents to be served upon the Pro-Se Plaintiff in the above-captioned lawsuit via the method of service noted below.

DATED this 14th day of February, 2008.

  
Angela Stewart

DOCUMENTS SERVED

DEFENDANT'S ANSWER TO (SECOND) AMENDED COMPLAINT

Pro-Se Plaintiff OF RECORD

Ms. Rose Howell  
9504 NE 5th St  
Vancouver, WA 98664

Service via U. S. Mail

CERTIFICATE OF SERVICE - 1 -

Law Offices of Robert S. Derband  
Employee of Public P&C Insurance Company  
16505 SW 72nd Avenue, Suite 200, Portland, Oregon 97224  
503-675-1400 Fax 866-274-9849





# APPENDIX

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Rec'd  
\$ 110.00

**FILED**  
JUL 10 2001

JoAnne McBride, Clerk, Clark Co

6

IN THE SUPERIOR COURT OF WASHINGTON  
CLARK COUNTY

ROSE HOWELL,

Plaintiff,

v.

KIETH PLOTNER,

Defendant.

**01 2 02693 7**

)  
) Case No.  
)  
) COMPLAINT FOR  
) PERSONAL INJURIES  
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COMES NOW the plaintiff, Rose Howell, by and through her attorney of record,

THOMAS MARTIN, JR , and complains and alleges as follows:

1.

At all times material hereto, plaintiff is a resident of the state of Washington.

2.

At all times material hereto, defendant Kieth Plotner is a resident of the state of Washington and the operator of a 1995 Ford Ranger pick-up truck bearing Washington license plate number A14225B

*Martin & Elliott Snell, P.C.*  
ATTORNEYS AT LAW

PO Box 575  
19300 SW Boones Ferry Road  
Building 1 • Suite B • Thualatn, Oregon • 97062  
Phone 503-692-0608 • Fax 503-691-0782

W

3.

1  
2 On March 3, 1999, plaintiff was injured in an automobile collision which occurred on  
3 Mill Plain Boulevard near the intersection with Chaklov Drive in Clark County, Washington  
4 This collision occurred as result of the negligence of defendant.  
5

6 4.

7 As a proximate result of defendant's negligence, plaintiff suffered a severe sprain/strain  
8 injury to the soft tissues of the cervical, thoracic and lumbar spine with spine injury headaches,  
9 reactive depression, radicular symptoms and the development of syrinx cysts in her cervical and  
10 thoracic spine, to her general damage in an amount which will be proven at the time of trial.  
11

12 5.

13 As a further proximate result of defendant's negligence, plaintiff has incurred reasonable  
14 and necessary medical expenses in the amount of \$33,479.39.  
15

16 6.

17 As a further proximate result of defendant's negligence, plaintiff will incur additional  
18 reasonable and necessary medical expenses in an amount which will be proven at the time of  
19 trial.

20 WHEREFORE, plaintiff prays for judgment against defendant as follows:

- 21 1. For judgment in such amount as shall be proven at trial for her pain and suffering;  
22 2. For pre-judgment interest at the statutory rate on all items of special damages,  
23 including without limitation, expenses of medical care and treatment; and  
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3. For such other and further relief as the Court deems just and equitable.

DATED this 5 day of July, 2001.

MARTIN, ELLIOTT & SNELL, P.C.

Thomas Martin, Jr.  
THOMAS MARTIN, JR.  
OSB #84286, WSB #14804  
Of Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF CLARK

**FILED**  
AUG - 7 2001  
JoAnne McBride, Clerk, Clark Co.

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4 RICH HOWELL,

Plaintiff,

5  
6 VS.

7 KEITH PLOTNER,

8 Defendant

) Case No.: No. 01 2 026937

) FIRST ANSWER TO SUMMONS

) REGARDING  
) COMPLAINT FOR PERSONAL INJURIES

9  
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11 COMES NOW the defendant, Keith Plotner, having referred this matter to  
12 his insurance company, i.e. Safeco Insurance, Claim # 22A990623807, PO Box  
13 300, Lake Oswego, OR 97035

- 14 1. Will be assigned an attorney appointed by Safeco who shall  
15 represent the interest of the Defendant  
16 2. As of this date, said attorney has not been appointed;  
17 however, upon appointment will be making response to this  
18 complaint.

19 Dated this 6<sup>th</sup> day of August, 2001

20 signed: 

21 Keith Plotner, 2614 SE Talton Ave., Vancouver, WA 98683

22 Witnessed this 6<sup>th</sup> day of August, 2001

23 The Superior Court of Washington  
24 Clark Co Superior Clerk  
PC Box 5000  
Vancouver, WA 98666-5000

Martin, Elliott & Snell, PC  
Attn: Thomas Martin, Atty.  
PO Box 575  
Tualatin, OR 97062

*J*

**FILED**  
**AUG 10 2001**

*John Marshall, Clark, Clark Co.*

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF CLARK

ROSE HOWELL,

Plaintiff.

v.

KEITH PLOTNER,

Defendant.

No.01-2-02693-7

NOTICE OF APPEARANCE

TO: Rose Howell, and her attorney Thomas Martin, Jr

YOU AND EACH OF YOU, will please take notice that Keith Plotner, Defendant in the above-entitled action, without waiving objections as to improper service or jurisdiction, hereby enter his appearance by and through the undersigned attorney of record. You are advised that service of all further pleadings, notices, documents or other papers, exclusive of original process, may be had on this Defendant by serving the undersigned attorney at the address below stated.

DATED this 9th day of August, 2001

*Brian J Scott*  
Brian J Scott, WSBA # 14217  
Attorney for Defendant

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CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing NOTICE OF APPEARANCE on the following person(s) on the date indicated below, by the following method:

- mailing with postage prepaid
- hand delivery
- facsimile transmission
- overnight delivery

to said person(s) a true copy thereof, contained in a sealed envelope, addressed to said person(s) at their last known address(es) as follows.

Thomas Martin, Jr.  
Martin, Elliott & Snell, P C  
P.O. Box 575  
Tualatin, Oregon 97062  
Fax to: 503-691-0782

Attorney for Plaintiff

DATED this 9th day of August, 2001

*Brian J. Scott* WSBA #15363, for  
Brian J. Scott, WSBA # 14217  
Attorney for Defendant

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**FILED**

**DEC 04 2003**

JoAnne McBride, Clerk, Clark Co

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF CLARK

Rose Howell,

NO. 01-2-02693-7

Plaintiff, DEFENDANT'S ANSWER

v.

Keith Plotner,

Defendant

Defendant answers plaintiff's complaint as follows

1.

Admits the allegations contained in paragraphs 1 and 2.

2.

Denies the allegations contained in paragraph 3, 4, 5 and 6, except that defendant admits that

on or about March 3, 1999, at the alleged location, a motor vehicle accident occurred involving  
vehicles operated by plaintiff and defendant, respectively.

3

Denies each and every other allegation contained in plaintiff's Complaint.

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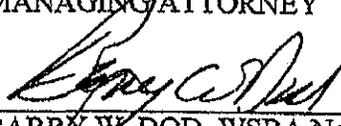
DEFENDANT'S ANSWER -- 1

**LAW OFFICES**  
Robert S. Dorband - Managing Attorney  
Safeco Property & Casualty Insurance Cos  
4101 Kruse Way, Suite 201, Lake Oswego, Oregon 97035  
Telephone (503) 675-1400 Facsimile (503) 697-0484

1 WHEREFORE, having fully answered plaintiff's complaint, defendant prays for judgment in  
2 his favor and for his costs and disbursements incurred herein.

3 DATED this 2nd day of December, 2003.

4  
5 LAW OFFICES  
6 ROBERT S. DORBAND  
7 MANAGING ATTORNEY

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10 BARRY W. DOD, WSBA No 15063  
11 Attorney for Defendant  
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DEFENDANT'S ANSWER -- 2

**LAW OFFICES**  
Robert S. Dorband -- Managing Attorney  
Safeco Property & Casualty Insurance Cos  
4101 Kruse Way, Suite 201, Lake Oswego, Oregon 97035  
Telephone (503) 675-1400 Facsimile (503) 697-0484

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THE HONORABLE BARBARA D JOHNSON

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF CLARK

Rose Howell,

NO. 01-2-02693-7

Plaintiff, CERTIFICATE OF SERVICE

v.

Keith Plotner,

Defendant

DEC 4 2003  
JoAnne McBride, Clerk, Clark Co.

The undersigned certifies under the penalty of perjury of the laws of the state of Washington that on this date, the undersigned has caused the foregoing documents to be served upon the counsel of record in the above-captioned lawsuit via the method of service noted below

DATED this 2<sup>nd</sup> day of December, 2003.

*Debra McCarthy*  
Debra McCarthy

DOCUMENT SERVED

DEFENDANT'S ANSWER

COUNSEL OF RECORD

Mr. Steven L. Busick  
ATTORNEY AT LAW  
PO Box 1385  
1915 Washington Street  
Vancouver, WA 98666

Service via U. S Mail

CERTIFICATE OF SERVICE - 1 -

LAW OFFICES  
Robert S. Dorband - Managing Attorney  
Safeco Property & Casualty Insurance Cos  
4101 Kruse Way, Suite 201, Lake Oswego, OR 97035  
Telephone (503) 675-1400 - Facsimile (503) 697-0484

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FILED

JUL 14 2004

JoAnne McBride, Clerk, Clark Co

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF CLARK

Rose Howell,

Plaintiff,

v.

Keith Plotner,

Defendant.

NO. 01-2-02693-7

DEFENDANT'S ANSWER TO AMENDED COMPLAINT

Defendant answers plaintiff's amended complaint as follows:

1.

Admits the allegations contained in paragraphs 1 and 2.

2.

Denies the allegations contained in paragraph 3, 4, 5 and 6, except that defendant admits that on or about March 3, 1999, at or near the intersection of Hearthwood and Mill Plain, a motor vehicle accident occurred involving vehicles operated by plaintiff and defendant, respectively.

3.

Denies each and every other allegation contained in plaintiff's amended complaint.

///  
///  
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DEFENDANT'S ANSWER TO AMENDED COMPLAINT -- 1

LAW OFFICES  
Robert S. Dorband - Managing Attorney  
Safeco Property & Casualty Insurance Cos.  
4101 Kruse Way, Suite 201, Lake Oswego, Oregon 97035  
Telephone: (503) 675-1400 Facsimile: (503) 697-0484

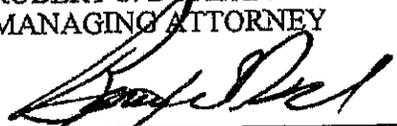
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1 WHEREFORE, having fully answered plaintiff's amended complaint, defendant prays for  
2 judgment in his favor and for his costs and disbursements incurred herein.

3 Date: July 13, 2004.

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LAW OFFICES  
ROBERT S. DORBAND  
MANAGING ATTORNEY



\_\_\_\_\_  
BARRY W. DOD, WSBA No. 15063  
Attorney for Defendant

DEFENDANT'S ANSWER TO AMENDED  
COMPLAINT -- 2

LAW OFFICES  
Robert S. Dorband - Managing Attorney  
Safeco Property & Casualty Insurance Cos  
4101 Kruse Way, Suite 201, Lake Oswego, Oregon 97035  
Telephone: (503) 675-1400 Facsimile: (503) 697-0484

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF CLARK

ROSE HOWELL,

Plaintiff,

NO. 01-2-02693-7

CERTIFICATE OF SERVICE

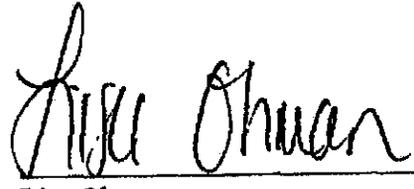
v.

KEITH PLOTNER,

Defendant.

The undersigned certifies under the penalty of perjury of the laws of the state of Washington that on this date, the undersigned has caused the foregoing documents to be served upon the counsel of record in the above-captioned lawsuit via the method of service noted below.

Date: July 13, 2004.



Lisa Ohman  
Legal Assistant to Barry W. Dod

**DOCUMENT SERVED**

DEFENDANT'S ANSWER TO AMENDED COMPLAINT

CERTIFICATE OF SERVICE - 1 -

**LAW OFFICES**  
Robert S. Dorband -- Managing Attorney  
Safeo Property & Casualty Insurance Cos.  
4101 Kruse Way, Suite 201, Lake Oswego, Oregon 97035  
Telephone (503) 675-1400 -- Facsimile (503) 697-0484

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**COUNSEL OF RECORD**

Mr. Steven L. Busick  
PO Box 1385  
1915 Washington Street  
Vancouver, WA 98666

Attorney for Plaintiff

Service via U. S. Mail

CERTIFICATE OF SERVICE - 2 -

**LAW OFFICES**  
**Robert S. Dorband - Managing Attorney**  
**Safeco Property & Casualty Insurance Cos.**  
4101 Kruse Way, Suite 201, Lake Oswego, Oregon 97035  
Telephone: (503) 675-1400 - Facsimile (503) 697-0484



3.

1  
2 On March 3, 1999, plaintiff was injured in an automobile  
3 collision which occurred on Mill Plain Boulevard near the  
4 intersection with Chaklov Drive in Clark County, Washington.  
5 The collision occurred as a result of the negligence of  
6 defendant.

4.

7  
8 As a proximate result of defendant's negligence,  
9 plaintiff suffered a severe sprain/strain injury to the soft  
10 tissues of the cervical, thoracic and lumbar spine with spine  
11 injury headaches, reactive depression, radicular symptoms and  
12 the development of syrinx cysts in her cervical and thoracic  
13 spine, to her general damage in an amount which will be proven  
14 at the time of trial.

5.

15  
16 As a further proximate result of defendant's negligence,  
17 plaintiff has and will incur reasonable and necessary medical  
18 expenses in an amount which will be proven at the time of  
19 trial.

6.

20  
21 As a further proximate result of defendant's negligence,  
22 plaintiff has incurred lost earnings and earning capacity, and  
23 with reasonable probability to be lost in the future.

24  
25 WHEREFORE, plaintiff prays for judgment against defendant  
26 AMENDED COMPLAINT FOR DAMAGES - 2

STEVEN L. BUSICK  
ATTORNEY AT LAW  
1915 Washington Street  
P O Box 1385  
Vancouver, Washington 98666  
(360) 696-0228

1 as follows:

2 1. For judgment n such amount as shall be proven at  
3 trial for her pain and suffering;

4 2. For pre-judgment interest at the statutory rate on  
5 all items of special damages, including without limitation,  
6 expenses of medical care and treatments; lost earnings and  
7 earning capacity; and

8 3. For such other and further relief as the Court deems  
9 just and equitable.

10 DATED this 19th day of May, 2004.

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12   
13 Steven L. Busick, WSEA #1643  
14 Attorney for Plaintiff  
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**STATE OF WASHINGTON  
DEPARTMENT OF HEALTH**

File Number: 862 Washington State Certificate of Death State File Number

1. Legal Name (include AKA's if any) First Middle LAST Suffix  
**Keith Walter Plotner**

2. Death Date  
**May 2, 2005**

3. Sex (M/F) **M** 4a. Age - Last Birthday **55** 4b. Under 1 Year Months Days 4c. Under 1 Day Hour Minutes 5. Social Security Number **536-36-8280** 6. County of Death **Clark**

7. Birthdate **July 16, 1939** 8a. Birthplace (City, Town or County) **Tacoma** 8b. State or Foreign Country **Washington** 9. Decedent's Education **Associate Degree**

10. Was Decedent of Hispanic Origin? (Yes or No; if yes specify) **No** 11. Decedent's Race(s) **White** 12. Was Decedent ever in U.S. Armed Forces? **No**

13a. Residence Number and Street (e.g. 524 SE 5<sup>th</sup> St.; include Apt. No.) **2614 SE Talton Drive** 13b. City or Town **Vancouver**

13c. Residence County **Clark** 13d. Tribal Reservation Name (if applicable) 13e. State or Foreign Country **WA** 13f. Zip Code + 4 **98683** 13g. Inside City Limits?  Yes  No  Unk

14. Estimated length of time at residence **17 Years** 15. Marital Status at Time of Death **Married** 16. Surviving Spouse's Name (Give name prior to first marriage) **Arlis Jeanine Ham**

17. Usual Occupation (Indicate type of work done during most of working life - DO NOT USE RETIRED) **Self-employed** 18. Kind of Business/Industry (Do not use Company Name) **Accountant**

19. Father's Name (First Middle Last Suffix) **Francis Willard Plotner** 20. Mother's Name Before First Marriage (First Middle Last) **Phyllis Marie Taylor**

21. Informant's Name **Arlis J. Plotner** 22. Relationship to Decedent **Wife** 23. Mailing Address (include apartment or P.O. box) City or Town State Zip **2614 SE Talton Drive Vancouver, WA 98683**

24. Place of Death (if Death Occurred in a Hospital) **Residence** (Place of Death, if Death Occurred Somewhere Other than a Hospital)

25. Facility Name (if not a facility give number & street) **2614 SE Talton Drive** 26a. City, Town, or Location of Death **Vancouver** 26b. State **WA** 27. Zip Code **98683**

28. Method of Disposition **Cremation** 29. Place of Disposition (Name of cemetery, crematory, other place) **Portland Cremation Center** 30. Location-City/Town, and State **Portland, OR**

31. Name and Complete Address of Funeral Facility **Memorial Gardens Mortuary, 1101 NE 112th Ave., Vancouver, WA 98684** 32. Date of Disposition **May 5, 2005**

33. Funeral Director Signature X *[Signature]*

34. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Add additional lines if necessary.

IMMEDIATE CAUSE (Final disease or condition resulting in death): **Myocardial ischemia** Interval between Onset & Death: **days**

Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST: **Coronary artery disease** Interval between Onset & Death: **15 years**

35. Other significant conditions contributing to death but not resulting in the underlying cause given above: **Smoking, hypertension, tobacco use**

36. Autopsy?  Yes  No 37. Were autopsy findings available to complete the Cause of Death?  Yes  No

38. Manner of Death:  Natural  Homicide  Undetermined  Accident  Suicide  Pending 39. If female:  Not pregnant within past year  Pregnant at time of death  Not pregnant, but pregnant within 42 days before death  Not pregnant, but pregnant 43 days to 1 year before death  Unknown if pregnant within the past year 40. Did tobacco use contribute to death?  Yes  No  Properly  Unknown

41. Date of Injury (MM/DD/YYYY) 42. Hour of Injury (24hrs) 43. Place of Injury (e.g. Decedent's home, construction site, restaurant, wooded area) 44. Injury at Work?  Yes  No  Unk

45. Location of Injury: Number & Street City or Town County State Zip Code + 4

46. Describe how injury occurred: 47. If transportation injury, specify:  Driver/Operator  Pedestrian  Passenger  Other (Specify)

48a. Certifying Physician (Name, Title, Address, and Office Phone Number) **Charles Fein, MD** 48b. Medical Examiner/Coroner - On the basis of examination, autopsy, investigation, or my opinion, death occurred at the time, date, and place and due to the cause(s) and manner stated

49. Name and Address of Certifier - Physician, Medical Examiner or Coroner (Type or Print) **Charles Fein, MD, 12607 E. Mill Plain Blvd., Vancouver, WA 98683** 50. Hour of Death (24hrs) **1035**

51. Name and Title of Attending Physician (other than Certifier) (Type or Print) 52. Date Certified (MM/DD/YYYY) **5/4/05**

53. Title of Certifier **MD** 54. License Number 55. Medical Examiner File Number 56. Was case referred to medical examiner?  Yes  No

57. Registrar Signature X 58. Date Received (MM/DD/YYYY) **MAY 04 2005**

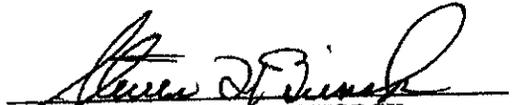
59. Record Amendment:  None  Clerical  Substantive Evidence Reviewed by Date



1 2. Attached are the Letters Testamentary in Probate  
2 No. 05 4 00421 6, marked exhibit "A", indicating that the  
3 defendant died on May 2, 2005.

4 I declare under penalty of perjury under the laws of the  
5 state of Washington that the foregoing is true and correct:

6  
7 July 22, 2005 Vancouver, WA

  
STEVEN L. BUSICK

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25 MOTION TO AMEND COMPLAINT TO SUBSTITUTE  
26 ESTATE OF KEITH PLOTNER AS DEFENDANT - 2

STEVEN L. BUSICK  
ATTORNEY AT LAW  
1915 Washington Street  
P O Box 1385  
Vancouver, Washington 98666  
(360) 696-0228

FILED

MAY 31 2005

JoAnne McBride, Clerk, Clark Co.

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IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

In the Estate of:

KEITH WALTER PLOTNER,

Deceased.

NO. 05 4 004 21 6

LETTERS TESTAMENTARY

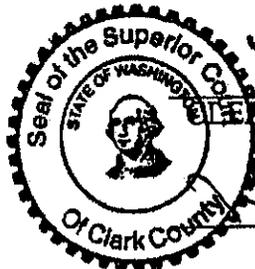
WHEREAS, the Last Will and Testament of KEITH WALTER PLOTNER, deceased, was on the 31<sup>st</sup> day of May, 2005, duly exhibited, proven and recorded in our said Superior Court, and

WHEREAS, it appears in and by the said Will that ARLIS J. PLOTNER is appointed Personal Representative, and

WHEREAS, said Personal Representative has duly qualified,

NOW, THEREFORE, Know All Men By These Presents that we do hereby authorize the said ARLIS J. PLOTNER to execute said Will according to law.

WITNESS my Hand and the Seal of said Court this 31<sup>st</sup> day of May, 2005.



JOANNE McBRIDE

CLERK OF CLARK COUNTY SUPERIOR COURT

*[Signature]*

Deputy

10

CERTIFICATE OF TRANSCRIPT AND RECORDING

STATE OF WASHINGTON )  
: ss.  
County of Clark )

I, JOANNE McBRIDE, County Clerk and Clerk of the above-entitled Court, do hereby certify that the foregoing Letters Testamentary have been by me duly recorded as required by law, and that the above Letters Testamentary is a true and correct copy of the original on file and recorded in this office, AND THAT THE SAME ARE STILL OF FORCE AND EFFECT.

IN WITNESS WHEREOF, I have hereunto set my hand and official Seal of the above-entitled Court this \_\_\_\_ day of \_\_\_\_\_, 2005.

**JOANNE McBRIDE**  
CLERK OF CLARK COUNTY SUPERIOR COURT

\_\_\_\_\_  
Deputy

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

ROSE HOWELL, )  
 )  
Plaintiff, ) NO. 01 2 02693 7  
 )  
v. )  
 )  
KEITH PLOTNER, ) PROOF OF MAILING  
 )  
Defendant. )

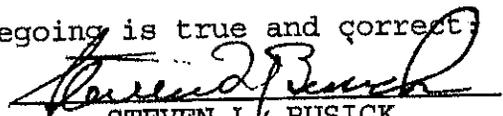
The undersigned states that on Friday, the 22nd of  
January, 2005, I deposited in the United States Mail, with  
proper postage prepaid, Notice of Hearing on Motion Docket and  
Motion to Amend Complaint as attached, addressed as follows:

Scott W. Swindell  
ATTORNEY AT LAW  
P.O. Box 264  
Vancouver, WA 98666-0264

David L. Bussman  
LAW OFFICES OF ROBERS S. DORBAND,  
Managing attorney  
4101 Kruse Way, Suite 201  
Lake Oswego, OR 97035

I declare under penalty of perjury under the laws of the  
state of Washington that the foregoing is true and correct.

July 22, 2005 Vancouver, WA

  
STEVEN L. BUSICK

STEVEN L. BUSICK  
ATTORNEY AT LAW  
1915 Washington Street  
P O Box 1385  
Vancouver, Washington 98666  
(360) 696-0228

9 ✓

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**FILED**  
AUG 26 '05  
JoAnne McBride, Clerk, Clark Co.

6 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
7 IN AND FOR THE COUNTY OF CLARK

8

9 ROSE HOWELL, )  
10 Plaintiff, ) NO. 01 2 02693 7  
11 v. )  
12 KEITH PLOTNER, ) ORDER ALLOWING  
13 Defendant. ) AMENDED COMPLAINT  
14 )  
15 )  
16 )  
17 )  
18 )

19 This matter having come regularly before the above  
20 entitled Court, the Honorable Barbara D. Johnson, Department  
21 No. 6, assigned judge, on plaintiff's Motion to Amend  
22 Complaint to substitute the estate of Keith Plotner as  
23 defendant, the plaintiff being represented by attorney Steven  
24 L. Busick, and the defendant by David L. Bussman, the court  
25 having considered plaintiff's Declaration in support of the  
26 motion and good cause appearing for the issuance of an order

27 ✓

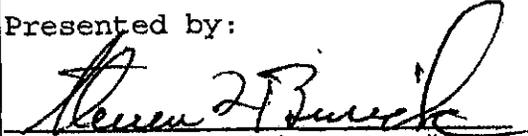
STEVEN L. BUSICK  
ATTORNEY AT LAW  
1915 Washington Street  
P O Box 1385  
Vancouver, Washington 98666  
(360) 696-0228

1 substituting Arlis J. Plotner, as personal representative of  
2 the Estate of Keith Plotner, deceased, pursuant to RCW  
3 4.20.050, therefore,

4  
5 IT IS HEREBY ORDERED that plaintiff be and is hereby  
6 allowed to amend her complaint to substitute Arlis J. Plotner,  
7 as personal representative of the Estate of Keith Walter  
8 Plotner, deceased, for the person of Keith Plotner.

9 DATED this 26 day of August, 2005.

10  
11   
12 J U D G E

13  
14 Presented by:  
15   
16 Steven L. Busick, WSBA #1643  
17 Attorney for Plaintiff

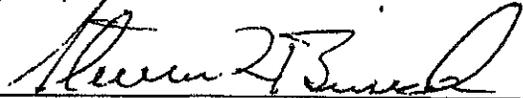


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If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.

This summons is issued pursuant to Rule 4 of Superior Court Civil Rules of the State of Washington.

DATED this 26th day of August, 2005.

  
Steven L. Busick, WSBA #1643  
Attorney for Plaintiff  
1915 Washington Street  
P.O. Box 1385  
Vancouver, WA 98666  
(360) 696-0228

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**FILED**  
AUG 29 2005  
JoAnne McBride, Clerk, Clark Co.

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

ROSE HOWELL,	)	
	)	
Plaintiff,	)	NO. 01 2 02693 7
	)	
v.	)	
	)	
ARLIS J. PLOTNER, as personal	)	AMENDED COMPLAINT FOR
representative of the ESTATE OF	)	PERSONAL INJURIES
KEITH WALTER PLOTNER, DECEASED,	)	
	)	
Defendant.	)	

For a claim for relief against the defendant, plaintiff alleges as follows:

1. At all times material hereto, plaintiff is a resident of the state of Washington.
2. At all times material hereto, defendant Keith Plotner was a resident of the state of Washington, and was the operator of a 1995 Ford Ranger pick-up truck bearing Washington license place number A14225B.
3. On March 3, 1999, plaintiff was injured in an automobile collision which occurred on Mill Plain Boulevard near the 145th block in Clark county, Washington. The collision occurred as a result of the negligence of Keith Plotner.

STEVEN L. BUSICK  
ATTORNEY AT LAW  
1915 Washington Street  
P O Box 1385  
Vancouver Washington 98666  
(360) 696-0228

1 4. As a proximate result of Keith Plotner's negligence,  
2 plaintiff suffered a severe sprain/strain injury to the soft  
3 tissues of the cervical, thoracic and lumbar spine with spine  
4 injury headaches, reactive depression, radicular symptoms and  
5 the development of syrinx cysts in her cervical and thoracic  
6 spine, to her general damage in an amount which will be proven  
7 at the time of trial.

8 5. As a further proximate result of Keith Plotner's  
9 negligence, plaintiff has incurred and will continue to incur  
10 reasonable and necessary medical expenses in an amount which  
11 will be proven at the time of trial.

12 6. As a further proximate result of Keith Plotner's  
13 negligence, there have been lost wages and impairment of  
14 earning capacity, which are reasonable probable to be  
15 experienced in the future in an amount which will be proven at  
16 the time of trial.

17  
18 WHEREFORE, plaintiff prays for judgment against defendant  
19 for damages in an amount to be proven at the time of trial,  
20 together with costs and disbursements, and whatever additional  
21 and further relief the court deems just and equitable.

22 DATED this 25th day of August, 2005.

23  
24   
25 Steven L. Busick, WSBA #1843  
Attorney for Plaintiff

26 AMENDED COMPLAINT FOR PERSONAL INJURIES - 2

STEVEN L. BUSICK  
ATTORNEY AT LAW  
1915 Washington Street  
P O Box 1385  
Vancouver, Washington 98666  
(360) 696-0228

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**FILED**  
**OCT 28 2005**

JoAnne McBride, Clerk, Clark Co.

IN THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

In the Estate of:

NO. 05-4-00421-6

KEITH WALTER PLOTNER,

AFFIDAVIT REGARDING  
CREDITOR'S CLAIMS

Deceased.

STATE OF WASHINGTON )

: ss.

County of Clark )

1. I am the duly appointed Personal Representative herein and the statements made in this affidavit are based on my own personal knowledge and belief.

2. During the four-month time limitation for filing creditor's claims against the estate, which expired on October 8, 2005. I have done the following in order to ascertain the nature and extent of all indebtedness and debts the decedent had at the time of his death:

A Reviewed the decedent's correspondence, including the correspondence received after the date of death,

B. Reviewed the decedent's financial records, including but not necessarily limited to check books, bank statements, and income tax returns; and

C. Inquired of the decedent's heirs, devisees and legatees regarding claimants.

3. All persons who might possess a claim against the estate have been given notice of these proceedings and delivered a copy of the Notice to Creditors as required by law or paid in full.

18  
Scott W. Swindell, Attorney at Law, P.C.

Suite 200  
105 West Evergreen Boulevard  
Post Office Box 264  
Vancouver, Washington 98666-0264  
Telephone (360) 693-5383

AFFIDAVIT REGARDING CREDITOR'S CLAIMS - 1  
(SWS\Clients\Plotner\AffCrClm)

1           4.     The undersigned has exercised reasonable diligence within the meaning of RCW  
2 11 40.040.

3           5.     I have received the following described creditor's claims, the originals of which  
4 are on file herein:

<u>Creditor</u>	<u>Amount of Claim</u>	<u>Date of Claim</u>
Rose Howell	\$ 10,500,000.00	07/22/05
Bank One	9,039.44	08/25/05
MBNA America	213.76	09/20/05

9 To the best of my knowledge the Rose Howell claim will be satisfied by the proceeds of an  
10 automobile insurance policy if it is found that the decedent is liable for any damages arising out of  
11 the automobile accident to which this claim is related. The remaining claims have been satisfied  
12 by me as Personal Representative out of funds held by the estate. I have not received any other  
13 creditor's claims and to the best of my knowledge no other creditor's claims have been filed herein  
14

15 Arlis J. Plotner  
16 Arlis J. Plotner, Personal Representative

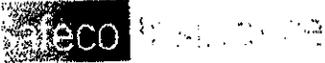
17 SIGNED AND SWORN TO before me this 27<sup>th</sup> day of  
18 October, 2005, by Arlis J. Plotner

19  
20 Lauren M. Peel  
21 NOTARY PUBLIC  
22 My Commission Expires: 8-1-08  
23  
24  
25  
26

Safeco Insurance Company of Illinois  
Seattle Region  
4634 154th Pl. N.E.  
Redmond, Wa 98052

Mailing Address:  
PO Box 34700  
Seattle, Wa 98124

Phone: (800) 332-3226  
(425) 376-7262



October 30, 2006

Rosemarie Howell  
9504 NE 5th St  
Vancouver, WA 98664

Insured Name: Keith W Plotner  
Policy Number: P797558  
Loss Date: March 3, 1999  
Claim Number: 22A990623807

Dear Ms. Howell:

I would like to take the opportunity to respond to your recent emails which voice your continuing dissatisfaction with the handling of this matter by Safeco Insurance. Please understand that we strive to be as fair as possible with regards to our evaluations. In order to do that, we need to make certain that we have all of the relevant information with which to come to a fair evaluation of the claim.

At this time we are awaiting records from Social Security, which should assist us with ascertaining any alleged wage loss claim. We are also awaiting information from Medicare, which should give us the documentation of all of the relevant medical expenses in this matter. It is my understanding that you are currently compiling documentation regarding additional expenses that you have incurred as a result of the accident. We look forward to receiving this information as well.

As for the amount of time that has passed since the accident, please rest assured that we have consistently tried to move this matter forward. The process has been slowed by the number of attorneys who have represented you over the past years. Some of those attorneys were non responsive at times, which slowed the process.

We would like nothing more than to get this case into a position where evaluation is possible, so that we can make you an offer that is fair. Once we have the above information, we should be in a position to do just that. It is my hope that we can all work together to get to that point.

I appreciate your time, and I do hope that you are feeling better. In the meantime, please don't hesitate to contact either myself or Mr. Bussman if you have any further questions or concerns.

Sincerely,



Kim Smith  
Seattle Region  
Safeco Insurance Company of Illinois  
(800) 332-3226  
(425) 376-7262  
kimsmi@safeco.com

CC DAVID BUSSMAN, ATTORNEY AT LAW

Safeco Insurance Company of Illinois  
Seattle Region  
1191 Second Ave.  
Seattle, Wa 98101

Mailing Address:  
P.O. Box 515097  
Los Angeles, CA 90051-5097

Phone: (800) 332-3226  
(425) 640-2921  
Fax: (888) 268-8840

**Safeco** Insurance

September 27, 2007

Rose Howell  
9504 NE 5th St  
Vancouver, WA 98664

Insured Name: Keith W & Arlis J Plotner  
Policy Number: P797558  
Loss Date: March 3, 1999  
Claim Number: 22A990623807

Dear Ms. Howell:

In an attempt to bring this matter to a fair and equitable conclusion, we would at this time request that you make a settlement demand in this matter. We would also respectfully suggest that mediation might be helpful in the settlement process. In mediation, a neutral third party (usually an attorney or retired judge) works with the two parties in a claim or lawsuit in an attempt to reach a fair and amicable settlement.

Should this idea appeal to you, we would be interested in hearing your selections with regards to a potential mediator. Most of the main mediation firms should be listed in your local phone book. We will certainly give full consideration to any/all of your choices. We would also offer to pay the cost of the mediation, which would most likely take a full day.

I look forward to your response.

Sincerely,



Kim Smith  
Seattle Region  
Safeco Insurance Company of Illinois  
(800) 332-3226  
(425) 640-2921 Fax: (888) 268-8840  
kimsmi@safeco.com

C/C ANGELA STEWART, ATTORNEY AT LAW

Tuesday, November 20, 2007

Kim Smith

Safeco Corporation

Seattle Region

1191 Second Ave.

Seattle, WA 98101

Insured Name: Keith Walter Plotner & Arlis J. Plotner

Policy Number: P797558

Loss Date: March 3, 1999

Claim Number: 22A990623807

Dear Ms Smith:

First let me begin by stating, this matter should have been settled no more than six (6) months, after March 3, 1999. Safeco Corporation, in possession of the Black Box, from the vehicle I was driving, while at a red light, at a dead stop, March 3, 1999. Safeco Corporation fully knowledgeable, for the last eight and half plus "Lengthy" years, Keith Walter Plotner, hit me at a rate of speed, almost killing me, March 3, 1999, not using his breaking system, negligently. Keith Walter Plotner, Safeco Corporation, Insured, causing me injuries, at the age of thirty six (36) years, that require a lifetime of care and expenses, loss, pain, suffering.

Keith Walter Plotner, Safeco Corporation insured, making numerous false statements, during deposition. Depositions taken after I lived, from the premeditated attempts on my life, resulting Chronic Kidney Failure. This orchestrated by my representing attorney, Steven Buisick and Safeco Corporation attorney, David Bussman. Steven Buisick, allowing Safeco Corporation, to obtain personal information, of me, they have no legal right to obtain.

Safeco Corporation, many associates, including but not limited to, medical professionals, many board members, many employees, SW Washington Medical Center, Medicare, Medtronic, Inc., the State of Washington, Mc Loughlin Family Practice now Family Physicians Group, Kaiser, Vancouver Neurology, Comcast Corporation, Ford Motor Company, AT&T, Quest, Continental Casualty, Steven Buisick, Jeffrey Parker, Willard Merkel, Jeffrey Long, David Bussman, Angela Stewart, Safeco Corporation, many others that will be left unnamed for the time being, have committed criminal acts, of negligence and

abuse, against myself and my family, to assist Safeco Corporation, not to settle an expensive matter, in a timely manner, ultimately leaving me with further abuse, leaving me with not even adequate medical care.

This matter has been, with the assistance of my team, diligently and thoroughly investigated, uncovering an enormous amount of damages, Safeco Corporation is responsible. The in depth investigation uncovered a pattern, of criminal negligence and abuse, myself a direct target of many influential individuals, businesses, physicians, insurance companies.

After reviewing the financial statements for Safeco Corporation, subsidiaries, Safeco Corporation has not taken much of a liability loss for the last seven (7) years.

It is our position, you all, from the very top, all the way to Arlis J. Plotner, belong in jail, for the remaining balances of your lives, for the vivid attempts on my life, resulting in Chronic Kidney Failure; renal occlusion, resulting, hypertension, diabetes, this only a small amount of the additional unnecessary medical attacks, documented, after medical physicians, licensed medical professional, forge medical records.

Intentionally inflicting harm on another individual is a criminal offense, punishable by law.

Intentionally conspiring to do harm to another individual is a criminal offense, punishable by law.

October 30, 2006, seven and half years (7.5), after the negligence Safeco Corporation responsible, You, Kim Smith, sent a letter, stating you were still waiting for Medicare and Social Security records, before this could come to an equitable conclusion, this over a year past the time, Safeco Corporation, Keith W. Plotner, Deceased, Arlis J. Plotner, representative of Estate of Keith Plotner, in DEFAULT. Being in DEFAULT, Safeco Corporation and many board members, companies, physicians, businesses, committed additional criminal acts, against myself and my family, resulting, pornographic films made and distributed, stalking, additional property damage, financial attacks. DEFAULT, meaning Safeco Corporation legally liable, for ALL damages, criminal activity, medical malpractice, resulting Keith Walter Plotner, March 3, 1999. October 30, 2006, Seven and half (7.5) years, after the negligence, resulting all damages, Safeco Corporation being in possession, ILLEGALLY, since March 3, 1999, to ALL my Medicare records, ALL my Social Security records. Safeco Corporation, ILLEGALLY, paying all bills, state funded assistance, social security income, by routing funds to entities, on my behalf, ILLEGALLY, without paying settlement, without paying disability pay, without paying insurance coverage, by any insurance company responsible, while acquiring monies, stiffening monies, from myself and Brian. This to keep myself and my family financially strapped, this to keep myself and my medical care, under the control, of Safeco Corporation paid business associates, paid attorney's, paid entities. All the business dealing committed, on my behalf, being entirely ILLEGAL, CRIMINAL, and punishable, by law. The American Public fully unaware, of ALL ILLEGAL dealings going on, under the board tables. All while the lifestyles of board members, influential individuals are kept, at the cost, of the American Public expense.

Medicare came to my door the other day and tried to tell me, it was okay for Medicare to get involved in murder, Medicare is going broke. Not my problem, my problems caused by the illegal dealings, of many influential individuals, many wealthy individuals. There are legal ways to clean up financial messes, educated individuals would know this.

Medicare and many others attempting to "Money Launder", from myself and the American Public, for Big Business is illegal, unethical and theft, this to cover any losses you actually take, after the responsible insurance company has illegally and without authorization paid all medical bills.

In my case it was easier not to settle this matter at all, at the expense of my life, my health, my future, my possession, my finances, my property.

The criminal behavior exhibited, not professional, not in the name of Good Business. The criminal behavior exhibited, very Bad Business, costly.

For the last eight and half plus "Lengthy" years, I have been negligently abused by professionals, working for Safeco Corporation, not working for the welfare, of the individuals, who are made to believe the professionals are looking out, for their best interest. I have not received even adequate medical care the entire time. I will never receive adequate medical care until this is settled, further making Safeco Corporation responsible, further endangering my life, a life that is invaluable. Safeco Corporation as well as numerous additional entities, businesses, professionals, deciding my life's value and the time and manner in which I die, ultimately dictating my death, ultimately dictating my life, is unacceptable and illegal.

David Bussman stated, at deposition, medication does more harm. I had no control over being overdosed by Safeco Corporation, Medtronic, Inc., SW Washington Medical Center, Medicare, Social Security, State of Washington, Mc Loughlin Family Practice now Family Physicians Group, etc., being overdosed with clonidine, blood pressure medication, this to cause Chronic Kidney Failure, Diabetes, Hypertension, Gastroparesis. Attacking my kidneys, full well knowing this would shut my body down. Ultimately, in an attempt to relieve Safeco Corporation, of its responsibility, responsibility that began, March 3, 1999. Responsibility to pay an expensive settlement, caused by the negligence, of Keith Walter Plotner, Big Business. Medical professional(s) further assisting Safeco Corporation plight, by forging medical records, by your associated staff and business partners, at SW Washington Medical Center, this further endangering my life, while trying to cover up Safeco Corporation, ALL Associates, Big Business, attempts on my life.

Angela Stewart stated, during deposition games, of Marlene Dietrich, M.D., numerous times I showed lack of effort. The only lack of effort is Big Business, abiding by laws that Big Business likes to enjoy. However, seems to think Big Business can abuse at will. The only lack of effort is Safeco Corporation not settling a matter documented, upon the ER visit, March 3, 1999. The only lack of effort shown is, by physicians, in abiding by the HIPPA LAW, for one. The only lack of effort shown is, by insurance companies providing insurance, when accruing billions of dollars, from the American Public. The only lack of effort shown is by ALL, regarding my rights to not have my body abused by anyone, intentionally, premeditatedly. My life is invaluable, there is no amount of money that can pay for what Safeco Corporation and ALL associates have taken from me. There is no amount of money that can pay for the illegal pornographic films Safeco Corporation and associates have made, illegally, in my bedroom, in my private home, without my consent or knowledge, then distributing, with the assistance of many. There is no amount of money that can repair all the damages done while stalking, while tapping lines, while invading my privacy.

Safeco Corporation and ALL associates need to take responsibility for their actions. Safeco Corporation made illegal business deals at my expense, at the expense of my health, at the expense of my life.

Safeco Corporation as well as many others have not adhered to any laws, have not adhered to court rule, have broken laws, that protect myself and my family, for the last eight and half plus "Lengthy" years.

My team has put together a settlement demand. However, after reviewing this **not all responsibility is added**. Safeco Corporation and many additional entities, persons, businesses have made themselves enormously responsible. Safeco Corporation, Keith Plotner, Deceased, Arlis J. Plotner, representative of Estate of Keith Plotner, in DEFAULT. DEFAULT status making Safeco Corporation responsible, for ALL damages, resulting from the negligence of Keith Walter Plotner, March 3, 1999. None of you would have known who I were, if not for the rear end hit, while stopped at a red light, by Keith Walter Plotner, March 3, 1999.

The original injuries, expensive injuries, Safeco Corporation would rather commit murder than pay the responsibility. Then Safeco Corporation, in association, with many entities, attempted murder, more than once, invaded my privacy, for the last eight and half plus years, with the assistance of many. Safeco Corporation illegally installed video equipment, in my home, then distributing the results, this with the assistance of many, this damage you could never pay enough, nor could you pay enough for my health, Safeco Corporation and many others, took with NO conscience. Safeco Corporation installed a GPS Tracker, ruining a NEW vehicle, putting my entire family in danger. Please review the documents filed. There are many documents that can be filed. There are many individuals that are involved not yet documented in the courts. There are many businesses that are not yet documented that are involved. There are many influential individuals, not yet documented, in the courts.

**This is not negotiable**, due to the fact all damages are not included, as well if I must go without further medical attention, responsibility becomes much higher as well as do the expenses, due to the criminal activity, we will ask this to be tripled if this continues, **without immediate settlement in this matter**.

**In addition to the dollar amount required for settlement, immediate settlement, to allow me to receive the medical care, medical care I am in desperate need of. The medical care that has, thanks to Safeco Corporation and many others, has become an immediate need.**

1. **AT& T is to provide unlimited, FREE services to myself, my family, and my proceeding family, for the balance of our lives. The invasion of privacy is illegal.**
2. **Comcast Corporation is to provide unlimited, FREE services to myself, my family, and proceeding family, for the balance of our lives. The invasion of privacy, the illegal pornographic films, the illegal searching of my home, more than once, is illegal.**
3. **Ford Motor Company is to reimburse ALL monies paid for the 2006, F-350, write off the remaining balance owed on the 2006, F-350, sign over the title to the 2006, F-350, as well as fix the damages.**
4. **Ford Motor Company is to provide two (2) NEW, 2008, F-350 trucks loaded, FREE of charge, with lift kits and tires, identical to the 2006, F-350 purchased and damaged beyond repair. Damaging private, personal property is a criminal offense, punishable by law.**

5. Ford Motor Company is to provide unlimited, FREE of charge, mechanical services, for the balance of my life, my families lives, the life of any vehicles purchased, procured. From Ford Motor Company. Stalking and endangering lives is a criminal offense, punishable by law.
6. Honeywell / ADT is to provide, FREE, unlimited services, for life, life of family.
7. The job Brain was offered at Owens-Illinois, the job the tap, gps and videos, Safeco Corporation, Comcast Corporation, damaged need to be reinstated, immediately, or the dollar amount will be adjusted to reflect damages, pay, benefits, pension, 401k. etc. Brain is an excellent employee and I am fortunate he can work after everything he was through. This was very damaging and unnecessary. Any employer is fortunate to have an employee such as Brian with his caliber of work.
8. Quest is to provide unlimited, free services for life, life of my proceeding family.
9. Dish is to provide unlimited, free services for life, life of my proceeding family.
10. ALL ASSOCIATES ARE TO PROVIDE FREE, Unlimited services, for life, life of all proceeding family.
11. SW Washington Medical Center, ALL Associates are to stay away from my property, this property never for sale. I had plans when purchased.
12. Safeco Corporation, is to:
  - Release all copies and originals of my records, bills, personal information, recordings, etc.
  - ALL videos are to be collected and handed over to my possession.
  - Safeco Corporation is not to interfere in my medical care, insurance, or nay of my business for my entire life.
  - Safeco Corporation is to adhere to all subpoenas immediately.
13. ALL Safeco Corporation, Associates, Businesses, Friends, Board members, ALL associated businesses are to back off of my financials and correct their theft, illegal attacks and bills, including but not limited to, Columbia Collectoors, Washington Mutual Bank, SW Washington Medical Center, etc. Money Laundering is a criminal offense, punishable by law.
14. ALL Safeco Corporation, ALL Business Associates, ALL Board Members are to stay away from myself, my family and my proceeding family, for the length of our lives. Another words, keep your illegal business deals away from my family.
15. Safeco Corporation and ALL Associated individuals, businesses, partners, board members, physicians, ALL parties, need to collect all the recordings and deliver them.
16. Safeco Corporation is to adhere to all subpoenas immediately.

Safeco Corporation and All Associates, are all to stay away, from myself and my family, for life. Safeco Corporation and All Associates, are all to stay out, of my medical care, for life.

Safeco and ALL Associates, who obtained personal information, illegally, are to hand over, all information, records, recordings, financials, etc, immediately.

The settlement demand associated with the above mentioned conditions, to be disbursed immediately, is \$ 19, 579, 307, 200. 00

If this is not paid in a timely manner or any games are played, the damages will triple, the expenses increase, the parties will all be divulged, criminal suits will be filed as well as

**prosecution will be sought. This settlement demand was not prepared, to include many of the parties, associated with Safeco Corporation, damages. We will be protecting our legal rights, at all times. However, I agree with my associates, my medical care and living conditions, take precedence, at this time. The pure negligence by ALL parties is BAD BUSINESS.**

In return for all the above, I will agree not to file suit, against any of your business partners. **If any above mentioned condition is ever broken**, a video is found being distributed, anywhere, anyone illegally attempts to Money Launder, from any family member. If anyone has the negligence, to interfere in my medical care, illegally, without authorization. The legal rights, of myself and my family, are to file suit and expose, all the illegal acts, of all parties. We reserve the right to have all parties prosecuted, as well as file suit in the appropriate courts, in the appropriate venues. This is non-negotiable. DEFAULT, means legally, you must pay all damages, caused by the negligence, March 3, 1999. Not ALL damages were added to this settlement demand, simply because Safeco Corporation has gotten in, to such a depth. The problems, expenses, acts, criminal behavior, you are responsible, not me. However, I must live with all Safeco Corporation and ALL Associates criminal negligence, criminal abuse, pure GREED. The damages, to my body, that were unnecessary, for GREED, unnecessary, for BAD BUSINESS. ALL damages caused by Safeco Corporation and Big Business, expensive to care.

If anyone is thinking of causing me any further harm, either by accident or by intention, ALL parties, will be dealt with appropriately, criminally, punished to the furthest extent of the law, by the American Public, by the laws of the United States. This entire matter and unfortunate reality has been investigated, quite effectively and thoroughly.

If for some reason you need to meet with me, the Clark County Courthouse is appropriate. I will be recording all meetings as well as have any meetings witnessed.

**Safeco Corporation and Associates have until December 15, 2007, to settle this entire matter to satisfaction. Safeco Corporation and Associates have damaged my body long enough. Safeco Corporation and Associates have wasted enough of my life and the lives of my family, while committing criminal acts of negligence and abuse, all at my cost.**

No, this is not a joke, No, this is not negotiable. DEFAULT means Safeco Corporation pays for Safeco Corporation responsibility. Safeco Corporation being a business, should pay their liability along with many others, rather than attempt murder, commit criminal acts of negligence.

I am alive by the grace of God, the only entity having any right to make a decision, on the span, of my life or anyone else.

Safeco Corporation, All Associates have taken from me, what you have not legal, ethical, moral right to take, my life, my health, my financial standing, my possessions.

The damages, March 3, 1999, costly damages, apparently were not enough for Safeco Corporation.

Please do yourself a favor, do not attempt anything. This goes for UPS as well, we full well knowing they involved, full well documented.

Please tell the US Postal Service to stop opening, accruing, illegally taking my personal mail, this is a FEDERAL OFFENSE, on that has been occurring, since March 3, 1999.

Respectfully,

*Rose Howell*  
Rose Howell

9504 NE 5<sup>th</sup> Street

Vancouver, WA 98664

Direct Fax # 360-314-6478

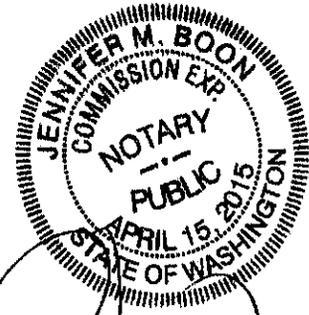
*N/A*

Subscribed and sworn to before me this

20 day of December 20 11

*Jennifer M. Boon*  
NOTARY PUBLIC

Residing in Clark County  
Washington



*Rose Howell*

1. Complete item 2.  
 2. Print your name and address on the reverse so that we can return the card to you.  
 3. Attach this card to the back of the mailpiece, or on the front if space permits.

V. Rishyov a

1. Article Number  
 7179 8072 3360 3801 5987

A. Received by (Printed name) B. Date of Delivery  
 NOV 20 2007

2. Article Addressed to  
 Kim Smith  
 Safeco Corporation  
 Seattle Region  
 1191 Second Ave.  
 Seattle, WA 98101

C. Signature  Agent  Addressee

3. Service Type  
 CERTIFIED MAIL

D. Is delivery address different from item 2?  
 If YES, enter delivery address below  Yes  No

4. Restricted Delivery? (Extra fee)  
 YES

RESTRICTED DELIV

Sender: Complete this section

Complete this section upon Delivery

1. Complete item 2.  
 2. Print your name and address on the reverse so that we can return the card to you.  
 3. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Number  
 7179 8072 3360 3801 6007

A. Received by (Printed name) B. Date of Delivery  
 Angela Stewart 11-27-07

2. Article Addressed to  
 Angela Stewart  
 Attorney  
 16505 SW 72nd Ave, Ste 200  
 Portland, OR 97224

C. Signature  Agent  Addressee

3. Service Type  
 CERTIFIED MAIL

D. Is delivery address different from item 2?  
 If YES, enter delivery address below  Yes  No

4. Restricted Delivery? (Extra fee)  
 YES

RESTRICTED DELIV

Sender: Complete this section

Complete this section upon Delivery

1. Complete item 2.  
 2. Print your name and address on the reverse so that we can return the card to you.  
 3. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Number  
 7179 8072 3360 3801 5994

A. Received by (Printed name) B. Date of Delivery  
 Dawn Steel

2. Article Addressed to  
 Scott Swindle  
 Attorney  
 PO Box 264  
 Vancouver, WA 98660-0264

C. Signature  Agent  Addressee  
 Dawn Steel

3. Service Type  
 CERTIFIED MAIL

D. Is delivery address different from item 2?  
 If YES, enter delivery address below  Yes  No

4. Restricted Delivery? (Extra fee)  
 YES

RESTRICTED DELIV

COPY  
ORIGINAL FILED

FEB 12 2008

Sherry W. Parker, Clerk, Clark Co.

THE HONORABLE BARBARA D. JOHNSON  
DEPARTMENT No. 6

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

ROSE HOWELL,

Plaintiff,

vs.

ARLIS J. PLOTNER, as the personal  
representative of the ESTATE OF KEITH

WALTER PLOTNER, DECEASED,

Defendant

) Case No. 01-2-02693-7

) MOTION FOR DEFAULT

) NOT ANSWERING SUMMONS  
) NOT ANSWERING COMPLAINT  
) FILED STEVEN BUSICK,  
) ATTORNEY at LAW,  
) FILED AUGUST 29, 2005

TO: SAFECO INSURANCE COMPANY  
LAW OFFICES OF ROBERT DORBAND  
16505 SW 72<sup>ND</sup> AVE., SUITE 200  
PORTLAND, OR 97224  
ANGELA M. STEWART

TO: SCOTT W. SWINDELL  
ATTORNEY AT LAW  
PO BOX 264  
VANCOUVER, WA 98666-0264

Comes now plaintiff, Rose Howell, and moves to file Motion for Default, against Safeco Corporation, Insured, Keith Walter Plotner, Deceased, Arlis J. Plotner, representative of the Estate of Keith Walter Plotner, pursuant to CR 4, the defendant(s), Safeco Corporation, Insured, Keith Walter Plotner, Deceased, Arlis J. Plotner, representative of the Estate of Keith Walter Plotner, failed, to respond



1. Complete item 2.
2. Print your name and address on the reverse so that we can return the card to you.
3. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Number  
7179 8072 3360 2801 5898

2. Article Addressed to  
Angela Stewart  
Law Offices Robert Dorband  
16505 SW 72<sup>nd</sup> Ave, Ste 200  
Portland, OR 97224

3. Service Type  
CERTIFIED MAIL

4. Restricted Delivery? (Extra fee)

A. Received by (Printed name) | B. Date of Delivery  
Olen Teleguez | 2-13-08

C. Signature  
*Olen Teleguez*  
 Agent  
 Addressee

D. Is delivery address different from item 2?  
If YES, enter delivery address below:  Yes  
 No

PS Form 3811V, March 2005 (PSN: 7530-07-000-0300) Domestic Return Receipt

Sender: Complete this section.

1. Complete item 2.
2. Print your name and address on the reverse so that we can return the card to you.
3. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Number  
7179 8072 3360 2801 5904

2. Article Addressed to  
Scott W. Swindell  
Attorney at Law  
PO Box 264  
Vancouver, WA 98666-0264

3. Service Type  
CERTIFIED MAIL

4. Restricted Delivery? (Extra fee)

Complete this section upon Delivery:

A. Received by (Printed name) | B. Date of Delivery  
Dawn Steel | 2-13-08

C. Signature  
*Dawn Steel*  
 Agent  
 Addressee

D. Is delivery address different from item 2?  
If YES, enter delivery address below:  Yes  
 No

PS Form 3811V, March 2005 (PSN: 7530-07-000-0300) Domestic Return Receipt

Sender: Complete this section.

1. Complete item 2.
2. Print your name and address on the reverse so that we can return the card to you.
3. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Number  
7179 8072 3360 2801 5881

Article Addressed to  
Sherry W. Parker  
Superior Court Clerk, Clatsop  
PO Box 5000  
Vancouver, WA 98666-5000

Service Type  
CERTIFIED MAIL

Restricted Delivery? (Extra fee)

Complete this section upon Delivery:

A. Received by (Printed name) | B. Date of Delivery  
 | 2-17-08

C. Signature  
 Agent  
 Addressee

D. Is delivery address different from item 2?  
If YES, enter delivery address below:  Yes  
 No

RECEIVED  
FEB 17 2008  
Clark County Mail Center

PS Form 3811V, March 2005 (PSN: 7530-07-000-0300) Domestic Return Receipt

**COPY  
ORIGINAL FILED**

**FEB 13 2008**

Sherry W. Parker, Clerk, Clark Co.

THE HONORABLE BARBARA D. JOHNSON  
Department No. 6

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

ROSE HOWELL, ) Case No. 01-2-02693-7  
Plaintiff, )  
vs. ) NOTICE OF HEARING  
ARLIS J. PLOTNER, as the personal ) MOTION DOCKET  
representative of the ESTATE OF KEITH )  
WALTER PLOTNER, DECEASED, ) TO: SAFECO INSURANCE COMPANY  
Defendant ) LAW OFFICES ROBERT DORBAND  
16505 SW 72<sup>ND</sup> AVE., SUITE 200  
PORTLAND, OR 97224  
TO: SCOTT W. SWINDELL  
ATTORNEY AT LAW  
PO BOX 264  
VANCOUVER, WA 98666-0264

TO: Defendant and his, her attorney, Angela Stewart and Law Offices of Robert S. Dorband,  
Scott W. Swindell, Probate Attorney

AND

To the Clerk of the above entitled Court:

PLEASE TAKE NOTICE that the following matter will be brought before the court for hearing:

1. Complete item 2.
2. Print your name and address on the reverse so that we can return the card to you.
3. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Number  
7179 8072 3360 2801 5911

Article Addressed to  
Anacla Stewart  
and Offices Robert Daband  
6505 SW 72<sup>nd</sup> Ave, Sk. 2000  
Portland, OR 97224

Service Type  
**CERTIFIED MAIL**  
Restricted Delivery? (Extra fee)

Complete this section upon Delivery

A. Received by (Printed name) | B. Date of Delivery  
Sherrin Bowen | 2-14-08

C. Signature  
Sherrin Bowen  
 Agent  
 Addressee

D. Is delivery address different from item 2?  
If YES, enter delivery address below:  Yes  
 No

Form 3811V, March 2005 (PSN: 7530-07-000-0300)

Domestic Return Receipt

Sender: Complete this section

1. Complete item 2.
2. Print your name and address on the reverse so that we can return the card to you.
3. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Number  
7179 8072 3360 2801 5935

Article Addressed to  
Scott W. Swindle II  
Horney at Law  
P.O. Box 264  
Brewster, WA 98666-0264

Service Type  
**CERTIFIED MAIL**  
Restricted Delivery? (Extra fee)

Complete this section upon Delivery

A. Received by (Printed name) | B. Date of Delivery  
Dawn Steel | 2-14-08

C. Signature  
Dawn Steel  
 Agent  
 Addressee

D. Is delivery address different from item 2?  
If YES, enter delivery address below:  Yes  
 No

Form 3811V, March 2005 (PSN: 7530-07-000-0300)

Domestic Return Receipt

Sender: Complete this section

1. Complete item 2.
2. Print your name and address on the reverse so that we can return the card to you.
3. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Number  
7179 8072 3360 2801 5928

Article Addressed to  
Sherry W. Parker  
Superior Court Clerk, Clark Co  
P.O. Box 5000  
Brewster, WA 98666-5000

Service Type  
**CERTIFIED MAIL**  
Restricted Delivery? (Extra fee)

Complete this section upon Delivery

A. Received by (Printed name) | B. Date of Delivery  
 | 2-15-08

C. Signature  
  
 Agent  
 Addressee

D. Is delivery address different from item 2?  
If YES, enter delivery address below:  Yes  
 No

Clark County, WA

Form 3811V, March 2005 (PSN: 7530-07-000-0300)

Domestic Return Receipt  
Notice Hearing Default

COPY  
ORIGINAL FILED

JUL 27 2009

Sherry W. Parker, Clerk, Clark Co.

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

ROSE HOWELL,

Plaintiff,

vs.

ARLIS J. PLOTNER, as the personal  
representative of the ESTATE OF KEITH

WALTER PLOTNER, DECEASED,

Defendant

Case No. 01-2-02693-7

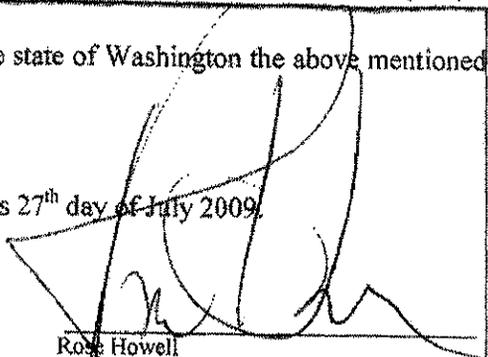
MOTION FOR  
JUDGMENT  
AS A MATTER  
OF LAW

INTRODUCTION

This affirmative relief protracted litigated matter pursuant to CR 55 (a) (1) Motion for Default filed February 12, 2008 pursuant to CR 1, CR 4, CR 4.2, CR 55 (a) (1), CR 55 (a) (2), CR 54 (c), CR 55 (b) (1), CR 70.1, the Federal Justice Act of 1990. The courts orders *contrary to law* upon February 12,

I declare under penalty of perjury under the laws of the state of Washington the above mentioned declaration is true and correct.

Dated, this 27<sup>th</sup> day of July 2009,

  
Rose Howell  
Pro/Se Plaintiff  
9504 NE 5<sup>th</sup> Street  
Vancouver, WA 98664



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**FILED**

**FEB 15 2000**

**Sherry M. Parker, Clerk, Court Co.**

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF CLARK**

**ROSE HOWELL,**

**Plaintiff,**

**NO. 01-2-02693-7**

**DEFENDANT'S ANSWER TO (SECOND)  
AMENDED COMPLAINT**

**v.**

**ARLIS E. PLOTNER, as personal representative  
of the ESTATE OF KEITH WALTER  
PLOTNER, DECEASED**

**Defendant.**

**Defendant answers plaintiff's (second) amended complaint as follows:**

**1.**

**Admits the allegations contained in paragraphs 1 and 2.**

**2.**

**Denies the allegations contained in paragraph 3, 4, 5 and 6, except that defendant admits that on or about March 3, 1999, at or near the intersection of Heartwood and Mill Plain, a motor vehicle accident occurred involving vehicles operated by plaintiff and defendant's decedent, respectively.**

**3.**

**Denies each and every other allegation contained in plaintiff's amended complaint.**

**////**

**////**

**DEFENDANT'S ANSWER TO (SECOND)  
AMENDED COMPLAINT - 1**

**Law Offices of Robert S. Dorkand  
Employee of Safeco Insurance Company  
16505 SW 72<sup>nd</sup> Avenue, Suite 200, Portland, Oregon 97224  
503-675-1400 Fax 866-274-9849  
Email: rsdorkand@safeco.com**

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WHEREFORE, having fully answered plaintiff's (second) amended complaint, defendant prays for judgment in his favor and for his costs and disbursements incurred herein.

Date: February 14, 2008.

LAW OFFICES OF ROBERT S. DORBAND

  
ANGELA M. STEWART, WSBA No. 33435  
Attorney for Defendant

THE HONORABLE BARBARA D. JOHNSON

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF CLARK

ROSE HOWELL,

Plaintiff,

v.

ARLIS PLOTNER, as personal representative  
of the ESTATE OF KEITH WALTER  
PLOTNER, DECEASED,

Defendant.

NO. 01-2-02693-7

CERTIFICATE OF SERVICE

The undersigned certifies under the penalty of perjury of the laws of the state of Washington that on this date, the undersigned has caused the foregoing documents to be served upon the Pro-Se Plaintiff in the above-captioned lawsuit via the method of service noted below.

DATED this 14th day of February, 2008.

  
Angela Stewart

DOCUMENTS SERVED

DEFENDANT'S ANSWER TO (SECOND) AMENDED COMPLAINT

Pro-Se Plaintiff OF RECORD

Ms. Rose Howell  
9504 NE 5th St  
Vancouver, WA 98664

Service via U. S. Mail

CERTIFICATE OF SERVICE - 1 -

Law Offices of Robert S. Durband  
Employee of Public P&C Insurance Company  
16505 SW 72<sup>nd</sup> Avenue, Suite 200, Portland, Oregon 97224  
503-675-1400 Fax 866-274-9849

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF CLARK

ROSE HOWELL,

NO. 01-2-02693-7

Plaintiff,

CERTIFICATE OF SERVICE

v.

ARLIS J. PLOTNER, as personal representative  
of the ESTATE OF KEITH WALTER  
PLOTNER, DECEASED,,

Defendant.

The undersigned certifies under the penalty of perjury of the laws of the state of Washington that on this date, the undersigned has caused the foregoing documents to be served upon the Pro-Se Plaintiff in the above-captioned lawsuit via the method of service noted below.

DATED Dec 11, 2008.

  
Angela Stewart

**DOCUMENTS SERVED**

**SUBSTITUTION OF COUNSEL**

**Pro-Se Plaintiff OF RECORD**

Ms. Rose Howell  
9504 NE 5th St  
Vancouver, WA 98664

Service via U. S. Mail

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Sherry W. Parker, Clerk, Clark Co.

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CLARK

ROSE HOWELL,  
  
Plaintiff,  
  
v.  
  
ARLIS J. PLOTNER, as personal representative  
of the ESTATE OF KEITH WALTER  
PLOTNER, DECEASED,  
  
Defendant.

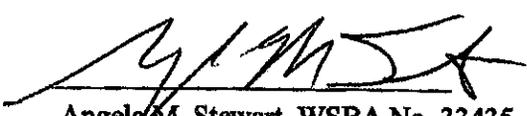
NO. 01-2-02693-7  
SUBSTITUTION OF COUNSEL

PLEASE TAKE NOTICE that CHRIS ROUNDS is hereby substituted as counsel of  
record for ARLIS J. PLOTNER in place of ANGELA M. STEWART.

Please direct all further notices and correspondence to the following:

Chris Rounds  
Law Offices of Norma Ninomiya  
500 East Broadway, Suite 425  
Vancouver, WA 98660  
Telephone: (360) 750-8626  
Facsimile (866) 277-6367

DATE: 12/11/08

  
Angela M. Stewart, WSBA No. 33435  
Law Offices of Robert S. Dorband

DATE: 1-7-08

  
Chris Rounds, WSBA No. 17583  
Law Offices of Andersen and Nyburg

SUBSTITUTION OF COUNSEL

**Law Offices of Robert S. Dorband**  
Employees of Safeco P&C Insurance Companies members of the  
Liberty Mutual Group of Companies  
16505 SW 72nd Avenue, Suite 200, Portland, Oregon 97224  
503-675-1400 Fax 866-274-9849

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ANDERSEN & NYBURG

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December 14, 2009

David Ponzoha, Clerk  
Court of Appeals, Division II  
950 Broadway, Suite 300  
Tacoma, WA 98402

RE: *Howell v. Plotner, et al*  
*Court Of Appeals, Division II Case No. 39670-0-II*

Dear Mr. Ponzoha:

Enclosed for filing are an original and one copy of the Response Brief of Respondent in response to Appellant's motion to modify a commissioner's ruling.

Very truly yours,



Rachel Barbour  
Secretary to Christopher B. Rounds

c: Rose Howell, Pro Se Appellant ✓

# APPENDIX

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**SUPREME COURT  
OF THE STATE OF WASHINGTON**

ROSE HOWELL,

Appellant,

vs.

SAFECO Ins. Co. of America, Et Al. *in re:* the

ESTATE of PLOTNER,

Respondent.

} **Case No.: 85973-6**

} **STATEMENT OF THE CASE**  
} *Attached as*  
} **APPENDIX 4**

} ***In Re:* APPELLANT'S REPLY TO  
} MOTION TO MODIFY**

*IN RE:* COURT OF APPEALS,  
DIV. TWO  
CASE No.: 39670-0-II, and 40004-9-II

---

**APPENDIX "4"  
(STATEMENT OF THE CASE)**

Howell sued the decedent Keith Plotner after he caused a car accident. *See* CR 55 (A). Keith Plotner appeared and filed a late answers to Howell's complaint and first amended complaint, both are without terms required to cure default. Plotner died and Howell's attorney obtained leave of court to amend the complaint substituting Plotner estate as the defendant. (Emphasis added.)

STATEMENT OF THE CASE *Attached as* APPENDIX 4 –  
*In re:* APPELLANT'S REPLY TO MOTION TO MODIFY–  
ON RECALL MANDATE – POST-JUDGMENT MOTION(S) –  
ORDER(S) OF THE COURT- 1

1 With no restitution in sight, eight years post-trauma, Howell was  
 2 then forced to represent *pro se*. Howell noted a hearing for a motion for  
 3 default, and an answer to the second amended complaint was filed three  
 4 weeks before the scheduled hearing on motion for default, making no  
 5 reference to motion for default, and no leave of court was obtained. *See*  
 6 CR 55 (a) (1-2). The Trial Court denied the default motion, and the case  
 7 ten years post-trauma was tried by the bench, the Court awarded Howell  
 8 damages of various reported amounts, where the funds eventually were  
 9 disbursed in most part to third party(s). Howell ha[d] moved the Court  
 10 post-judgment for "Judgment as a Matter of Law" and *pro se* litigation  
 11 expenses challenging the legal insufficiency of the courts' earlier  
 12 decisions' and denial of motion for default.

13 The foregoing facts are included in chronological order below:

Date	Event	Citation
3/3/1999	Affirmative personal injury (rear-end) collision caused by Keith Plotner. <i>See</i> CR 55 (A).	
7/10/2001	Howell's first attorney filed the Complaint against Keith Plotner serving summons & complaint	CP 1
7/30/2001	K. Plotner [himself] defaulted	
8/7/2001	K. Plotner [himself] filed a late answer without leave of court	CP 1-2
8/10/2001	Defense attorney filed a notice of appearance, terms accepted	CP 3
12/4/2003	K. Plotner defense attorney filed a late answer w/ o service - Plotner (alive) failed to defend his	CP 14-15

14 STATEMENT OF THE CASE Attached as APPENDIX 4 –  
 15 *In re:* APPELLANT'S REPLY TO MOTION TO MODIFY–  
 16 ON RECALL MANDATE – POST-JUDGMENT MOTION(S) –  
 17 ORDER(S) OF THE COURT- 2

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	earlier action.	
6/24/2004	Judge Johnson issued an order amending Howell's complaint - ex-parte -	CP 17-18
6/24/2004	Judge Johnson issued an order striking trial date without resetting - ex-parte -	CP 19
7/14/2004	Defense attorney filed an answer - K. Plotner (alive) failed to defend his earlier action. <sup>1</sup>	CP 20
7/23/2004	Howell's attorney filed an amended complaint	CP 21
5/02/2005	Defendant, Keith Plotner passed away	
7/25/2005	Howell's attorney moved for leave to amend the complaint to substitute Keith Plotner Estate as the defendant -	CP 25-26
8/26/2005	Judge Johnson issued an order substituting the estate as the defendant - The estate's counsel did not present at the hearing - Judge Johnson declared on the record, "no one will care."	CP 27
8/29/2005	Howell's attorney served & filed the <i>amended</i> Summons and Complaint on the Estate of Keith Plotner, substituted defendant - the estate did not answer.	CP 28-29
6/19/2007	Howell filed Pro Se Notice - indicating self-representation	CP 36-38
2/12/2008	Howell moved for DEFAULT, Affidavit & Certificate of Service - <i>unable to obtain a hearing date from the clerk until the following day</i>	CP 78-80
2/13/2008	<i>On the following day</i> - Howell filed Notice of Hearing scheduling motion for default on 3/7/2008 - attached a second copy of service <i>in re: motion for default</i>	CP 83-83A

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<sup>1</sup> Keith Plotner [himself] had ample opportunity to remedy the deficits of default.  
STATEMENT OF THE CASE Attached as APPENDIX 4 -  
*In re: APPELLANT'S REPLY TO MOTION TO MODIFY -  
ON RECALL MANDATE - POST-JUDGMENT MOTION(S) -  
ORDER(S) OF THE COURT - 3*

1	2/15/2008	Defense counsel filed an answer to the second amended complaint– no defense to motion for default – no leave of court obtained. <sup>2</sup>	CP 91
2			
3	3/7/2008	The Trial Court orally denied Howell’s motion for default- <sup>3</sup> And Re-set the trial date four years after issuing an order striking trial on 6/24/2004 in violation of Howell’s ‘due process rights.’	CP 104
4			
5	3/7/2008	Howell moved for reconsideration of default	CP 106-107
6			
7	3/21/2008	Howell filed a written objection to Judge Johnson's order denying default	CP 137-138
8			
9	4/4/2008	Howell filed an Affidavit of Prejudice against Judge Johnson	CP 161-162
10			
11	4/11/2008	Judge Johnson signed a written order Denying Motion for Default	CP 173
12			
13	4/17/2008	Case was reassigned from Judge Johnson to Judge Harris	CP 174
14			
15	7/8/2008	Howell filed an Affidavit of Prejudice against Judge Harris Indicating the Nov. 15, 2001, <sup>4</sup> ex-parte that began the manifest of prejudice. <i>See</i> RAP 13.4 (b), 13.5(b); Article 1 § 3; 10.	CP 196-197
16			
17	12/5/2008	Memorandum <i>In Re</i> : Default by Judge Harris is entered into the record <sup>5</sup>	CP 286

18

19

20 <sup>2</sup> Both Safeco & the estate are required to first obtain leave of court under CR 55.

21 <sup>3</sup> Safeco Ins. Co. orally acknowledged service of notice of motion for default.

22 <sup>4</sup> ‘Three days’ earlier on November 12, 2001, the Gramm-Leach-Bliley Act was signed into law. (Emphasis added.)

23 <sup>5</sup> The record is accessible to the court & counsel through electronic means as reproducing the record again further violates Howell’s ‘due process rights’ manifest prejudice of “just, speedy, and inexpensive.” *See* the Federal Justice Act of 1990; *see also*, Article 1 § 3; 10.

24 STATEMENT OF THE CASE *Attached* as APPENDIX 4 –

25 *In re*: APPELLANT’S REPLY TO MOTION TO MODIFY–

26 ON RECALL MANDATE – POST-JUDGMENT MOTION(S) –

ORDER(S) OF THE COURT- 4

1	5/26/2009	Two day bench Trial commenced <sup>6</sup> – Plotner insurer previously on September 27, 2007, chose to breach its duty to defend and indemnify Howell’s Demand. <sup>7</sup>	
2	6/8/2009	Memorandum of Decision by Judge Harris in which he determined plaintiff’s was injured by the negligence of Keith Plotner <sup>8</sup>	CP 406
3	6/15/2009	Howell moved to Amend the Findings - Scheduled a hearing on 7/17/2009	CP 407-409
4	7/17/2009	Judge Harris signed Estate of Plotner (a) Findings of Fact and Conclusions of Law, and; (b) Judgment <sup>9</sup>	CP 421-422
5	7/22/2009	Howell moved to Amend (a) Findings, and; (b) Judgment	CP 427-428
6	7/27/2009	Howell moved for "Judgment as a Matter of Law" - Scheduled a hearing for 8/7/2009 <sup>10</sup>	CP 429-431
7	8/7/2009	Judge Harris signed Estate of Plotner post-judgment order(s) –indicated to Howell she has 30 days in which to appeal	CP 446
8	9/17/2009	Howell filed pro se litigation expenses & moved to quash 3rd party claims - the lien hearing had been previously scheduled 9/18/2009	CP 463A-464

18 <sup>6</sup> Liberty Mutual / Safeco Ins. Co., Et Al. service was made @ Liberty Mutual  
19 Ins. office subsequent of Sept, 18, 2008, service acknowledged. (Emphasis  
20 added.)

21 <sup>7</sup> See Appendix 14-17, at Motion to Modify the Comm. Ruling.

22 <sup>8</sup> Various different amounts are declared. See Defendant’s Answer, at pages 1 &  
23 4. See RAP 12.9.

24 <sup>9</sup> Under CR 55, the Estate of Plotner did not respond or defend; Safeco Ins. Co. of  
25 Amer., Et Al. did not respond or defend, and; Plotner [himself] did not respond  
26 or defend “before” the hearing on Howell’s motion for default. (Emphasis  
added.)

<sup>10</sup> See COA Case No. 39670-0-II.

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10/20/2009	Judge Harris signed an order permitting the clerk disburse funds to 3rd party(s), and denied Howell's claim authorized by Statute.	CP 486-487
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APPEALED ORDERS - the (1) Order Denying Default; (2) Findings of Fact & Conclusions of Law; (3) Judgment; (4) Summary Judgment; (5) Order on Post-Judgment Motion(s); (6) Order denying *Pro se* litigation expenses; (7) Order disbursing funds; (8) Order denying Perpetuation of Testimony.

APPEALED MOTION(S) - (1) Post-Judgment Motion(s) including "Judgment as a Matter of Law;" (2) Motion for Default and Default Judgment; (3) Motion for Summary Judgment, and; (4) *Pro se* litigation expenses.

As discussed above, Howell appealed the judgment and post-judgment order(s) subsequent of staging a "collateral attack" on the trial court's decisions,' the Court of Appeals affirmed the trial court's judgment making no mention of Howell's pending motion(s) [<sup>11</sup>], and on January 5, 2011, the Supreme Court denied Howell's Petition for Supreme Court Review [<sup>12</sup>], without citing Howell's post-judgment motion(s) pending "as a matter of law," time not afforded, which is prejudicing Howell's due process rights. *See* RAP 2.5 (a) (3), (c) (1-2), 12.9, 13.4 (b), 13.5(b); CR 6, 50, 55 (a) (1-2), (b) (1). (Emphasis added.)

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<sup>11</sup> *See* COA Opinion Appendix 5, at Motion to Modify.  
<sup>12</sup> *See* Oder Denying Review Appendix 3, at Motion to Modify.  
STATEMENT OF THE CASE *Attached* as APPENDIX 4 -  
*In re:* APPELLANT'S REPLY TO MOTION TO MODIFY -  
ON RECALL MANDATE - POST-JUDGMENT MOTION(S) -  
ORDER(S) OF THE COURT- 6

1           In reliance on the Supreme Court's denial of review, the Court of  
2 Appeals issued its mandate [<sup>13</sup>], on March 15, 2011, Howell moved to  
3 recall that mandate [<sup>14</sup>], and on April 11, 2011, the Court of Appeals  
4 issued an order denying Howell's motion to recall mandate [<sup>15</sup>] without  
5 examination of Howell's pending motion(s) of "collateral attack,"  
6 inadvertently failed to realize under CR 55, the Estate of Plotner and  
7 Safeco Ins. Co. did not respond or defend motion for default, and in  
8 omitting joint tortfeasor's 'there is no final determination' as such  
9 Howell's due process rights are manifestly prejudiced under Article 1 Sec.  
10 3 and Sec. 10, of the Washington Constitution. (Emphasis added.)  
11

12           Howell sought Supreme Court review of the Court of Appeals  
13 denial of Howell's motion to recall mandate and on July 1, 2011 the  
14 Supreme Court Commissioner entered a Ruling Denying Review [<sup>16</sup>] and  
15 in that ruling explained that review was not appropriate because the Court  
16 of Appeals did not commit obvious or probable error and did not  
17 substantially depart from the usual course of proceedings under RAP 13.5  
18 (b):  
19

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20  
21 <sup>13</sup> See Mandate Appendix 6, at Motion to Modify.

22 <sup>14</sup> Mandate must be recalled because 'there is no final determination.' See RAP  
23 12.9, 13.5 (b). (Emphasis added.)

24 <sup>15</sup> See Order Denying Recall Mandate Appendix 7, at Motion to Modify.

25 <sup>16</sup> See Supreme Court Commissioner's Ruling Denying Review Appendix 2, at  
26 Motion to Modify.

STATEMENT OF THE CASE *Attached* as APPENDIX 4 –  
*In re:* APPELLANT'S REPLY TO MOTION TO MODIFY–  
ON RECALL MANDATE – POST-JUDGMENT MOTION(S) –  
ORDER(S) OF THE COURT- 7

1 Under RAP 13.5(b), this Court should grant review because the  
2 Court of Appeals committed obvious or probable error  
3 substantially departed from the usual course of proceedings,  
4 because 'there is no final determination,' because under CR 55, the  
5 estate did not answer Howell's motion for default, because under  
6 CR 55, Safeco Ins. Co. did not answer motion for default, because  
7 Plotner [himself] never cured default although [his] tenure  
8 provided ample opportunity, because this 'type of controversy' is  
9 *Howell v. Safeco Ins. Co. of America, Et Al. in re: Estate of*  
10 *Plotner*, because under RAP 13.4(b), the Court's decisions'  
11 manifest prejudice of Howell's due process rights, because non-  
12 representing attorneys' are filing frivolous and previously waived  
13 objections, because the irrevocable attorney waived his duty to  
14 defend, because Safeco Ins. Co. of America, Et Al. chose to  
15 indemnify Howell's Demand, because the court departed from the  
16 accepted and usual course of proceedings each and every time it  
17 circumvents Howell's pending motion(s) of "collateral attack,"  
18 because this [i]s pending "as a matter of law," and because of the  
19 reasons set-forth herein; in Howell's Reply to Motion to Modify,  
20 and; in the previous filings. (Emphasis added.)

21 Under RAP 12.9, mandate must be recalled because that mandate  
22 does not determine this matter, and because Safeco Ins. Co. of  
23 America, Et Al. is not permitted through the rules and procedures  
24 of civil procedure to assume the 'identity of its policy holders' to  
25 control the outcome of litigations producing unfair deceptive  
26 insurance practices for unlawful gain. *See Webster Dictionary ©*  
27 *2001*. Of course, subsequent to using Howell's personal identity to  
28 finance 'un-injured third party claims' without investigation or  
29 concern for the merits of such claims. *See RCW 9A.60.040*.  
30 (Emphasis added.)

31 Safeco breached its duty to defend in good faith conceded to  
32 indemnify Howell's Demand. *See Appendix 14-17*, at Motion to  
33 Modify. Safeco Ins. Co. of America, Et Al. is joint tortfeasor  
34 bound by default judgment. Plotner [himself] 'deceased' cannot  
35 demonstrate the necessary showing of excusable neglect for the  
36 initial late filing. *See RAP 12.9*. And both the estate and Safeco

STATEMENT OF THE CASE *Attached as APPENDIX 4 –*

*In re: APPELLANT'S REPLY TO MOTION TO MODIFY–*

*ON RECALL MANDATE – POST-JUDGMENT MOTION(S) –*

*ORDER(S) OF THE COURT- 8*

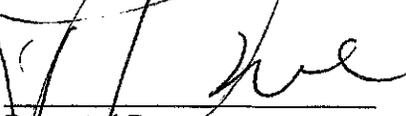
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under CR 55, did not respond or defend Howell's motion for default. (Emphasis added.)

The above-mentioned manifests prejudice of Howell's due process rights. See RAP 2.5 (a) (3); Article 1 § 3; 10.

[T]his matter is pending "collateral review" "as a matter of law" in the pretense of determining Howell's motion(s) of "collateral attack" filed pre and post-judgment. Under RAP 2.5 (c) (1-2); CR 6, 50, 55 (a) (1-2), (b) (1), this Court has no need to revisit the merits. Moreover, 'there is no final determination.'

Howell now seeks recall of mandate, review *de novo* of the earlier decisions,' and a just, speedy determination of the pending motion(s) of "collateral attack" on the judgment and orders of the court "as a matter of law." (Emphasis added.) Accordingly, Howell seeks an order of "Default Judgment & Pro se litigation expenses "as a matter of law [<sup>17</sup>]." See RCW's 48.99.050; see also, RCW's 4.84.015, 4.84.030, 4.84.185, 48.05.080, 48.05.090, 48.05.200, 48.31.151, 48.31.280, 48.17.480, 9A.56, 23B.14.010-050, 23B.14.065, 23B.14.300-320, 23.86.230, 23.90.020, 48.31B.060, WAC 284-30-330.



Presented By:  
Rose Howell  
*Pro se Appellant*  
September 4, 2011

<sup>17</sup> Safeco Ins. Co. of America, Et Al. breached its duty to defend in good faith and chose to indemnify Howell's Demand. See Appendix 14-17, at Motion to Modify. (Emphasis added.)

# APPENDIX

4

**PLOTNER**

**DEPOSITION**

**May 5, 2004**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF CLARK

ROSE HOWELL, )  
 ) No. 01-2-02693-7  
 Plaintiff, )  
 )  
 vs. )  
 )  
 KEITH PLOTNER, )  
 )  
 Defendant. )  
 \_\_\_\_\_ )

DEPOSITION OF

KEITH WALTER PLOTNER

Taken in behalf of Plaintiff

\* \* \*

May 5, 2004

400 Columbia

Vancouver, Washington

EXHIBIT

E

Rachael A. Haij, CSR

Court Reporter

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APPEARANCES:

For Plaintiff: MR. STEVEN BUSICK  
Attorney at Law  
1915 Washington Street  
Vancouver, Washington 98666

For Defendant: MR. BARRY DOD  
Attorney at Law  
Suite 201  
4101 Kruse Way  
Lake Oswego, Oregon 97035

Also Present: (None.)

INDEX

EXAMINATION BY:	PAGE NO.
Mr. Busick	3 - 41

EXHIBITS

(None.)

1 VANCOUVER, WASHINGTON; WEDNESDAY, MAY 5, 2004

2 9:33 a.m.

3 \* \* \*

4 KEITH WALTER PLOTNER

5 called as a witness in behalf of Plaintiff,

6 having first been sworn by the Reporter,

7 testifies as follows:

8 EXAMINATION

9 BY MR. BUSICK:

10 Q. Would you state your full name please and spell  
11 your last name.

12 A. Keith Walter Plotner, P-L-O-T-N-E-R.

13 Q. And what is your address?

14 A. 2614 Southeast Talton, T-A-L-T-O-N, Avenue,  
15 Vancouver, 98683.

16 Q. How long have you lived at that address?

17 A. Oh, let's see. Sixteen years.

18 Q. And what is your date of birth?

19 A. 7-16-39.

20 Q. And are you employed?

21 A. Semi-retired and do some self-employment.

22 Q. When is the last time you were regularly employed?

23 A. 1994.

24 Q. In what capacity?

25 A. Accounting.

1 Q. Were you an accountant?

2 A. Yeah.

3 Q. Is that a public accountant or --

4 A. No, just a -- I -- I -- the word "public

5 accountant" certifies the certification of -- I do

6 accounting for people of the public, but not as a public

7 accountant.

8 Q. Okay. What type of accounting practice did you

9 have?

10 A. Small corporations, small business and income tax.

11 Q. How long did you have your business?

12 A. '61.

13 Q. Did you have any other employment since '61?

14 A. Oh, yeah. No. I've been doing accounting since

15 '61. Maybe I needed to clarify that, and then I've been

16 also doing some sub- -- some independent work since '61, and

17 I'm still doing some of that today, but not a whole lot of

18 it.

19 Q. And what does that involve?

20 A. Oh, mostly payrolls, people sending me payrolls,

21 still do about a hundred income tax a year, and that's about

22 the size of it.

23 Q. And how are you licensed with the State of

24 Washington then?

25 A. I just have a -- I've got a city business license,

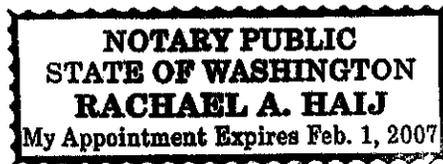
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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

I, Rachael A. Haij, a CSR and Notary Public in and for the State of Washington, certify that the deposition of Keith Walter Plotner occurred at the time and place set forth in the caption hereof; that at said time and place I reported in Stenotype all the testimony adduced and other oral proceedings had in the foregoing matter; that thereafter my notes were reduced to typewriting under my direction and the foregoing transcript, pages 1 through 42, both inclusive, contains a full, true and correct record of all such testimony adduced and oral proceedings had and of the whole thereof.

Witness my hand and Notarial seal at Vancouver, Washington, this 18th day of May, 2004.



*Rachael A. Haij*  
RACHAEL A. HAIJ  
CSR No. 1907  
Notary Public for the State of Washington, residing at Vancouver  
My Commission Expires: 2/1/07

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KEITH WALTER PLOTNER

I have read the transcript of the deposition taken on  
May 5, 2004, at Vancouver, Washington, and make the  
following additions or corrections:

PAGE      LINE      CORRECTION AND REASON FOR CORRECTION

\_\_\_\_\_  
KEITH WALTER PLOTNER

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public for the State  
of \_\_\_\_\_  
residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Re: Rose Howell v. Keith Plotner  
Clark County Superior Court No. 01-2-02693-7

RH

HOWELL

DEPOSITION

VOL. I

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF CLARK

ROSE HOWELL, )  
 ) No. 01-2-02693-7  
 Plaintiff, )  
 )  
 vs. )  
 )  
 KEITH PLOTNER, )  
 )  
 Defendant. )  
 \_\_\_\_\_ )

DEPOSITION OF

ROSE MARIE ANN HOWELL

VOLUME I

Taken in behalf of Defendant

\* \* \*

May 5, 2004

400 Columbia

Vancouver, Washington

Rachael A. Haij, CSR

Court Reporter

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APPEARANCES:

For Plaintiff:

MR. STEVEN BUSICK  
Attorney at Law  
1915 Washington Street  
Vancouver, Washington 98666

For Defendant:

MR. BARRY DOD  
Attorney at Law  
Suite 201  
4101 Kruse Way  
Lake Oswego, Oregon 97035

Also Present:

(None.)

INDEX

EXAMINATION BY:

PAGE NO.

Mr. Dod

3 - 94

EXHIBITS

No. 1 Colored photos of Ms. Howell's vehicle

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ROSE MARIE ANN HOWELL

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\_\_\_\_\_

ROSE MARIE ANN HOWELL

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2004.

\_\_\_\_\_

Notary Public for the State

of \_\_\_\_\_

residing at \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Re: Rose Howell v. Keith Plotner  
Clark County Superior Court No. 01-2-02693-7

RH

HOWELL

DEPOSITION

VOL. II

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

COPY

ROSE HOWELL,  
Plaintiff,  
v.  
KEITH PLOTNER,  
Defendant.

)  
)  
) No. 01-2-02693-7  
)  
)  
)

DEPOSITION OF

**ROSE A. HOWELL**

Volume II

Taken in behalf of Defendant

\* \* \*

December 6, 2004

400 Columbia, Suite 140

Vancouver, Washington

Shannon K. Krska, CSR  
Court Reporter

400 Columbia, Suite 140  
Vancouver, WA 98660  
(360) 695-5554  
Fax (360) 695-1737



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1 you'll get.

2 MR. BUSICK: Okay, sure. We'll do it.

3 THE REPORTER: Read and sign?

4 MR. BUSICK: What did you do last time?

5 MR. BUSSMAN: You didn't.

6 MR. BUSICK: Well, I guess we'll waive  
7 signature since she's -- maybe we were provided it but  
8 -- maybe you provided it but we didn't -- there's a  
9 correction sheet so maybe there was, but we didn't do  
10 it.

11 We'll waive signature.

12 (Signature waived.)

13 (The deposition concluded at 11:04 AM.)

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COPY

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

ROSE HOWELL, )  
 )  
 Plaintiff, ) No. 01-2-02693-7  
 v. )  
 )  
 KEITH PLOTNER, ) NOTICE OF FILING DEPOSITION  
 )  
 )  
 Defendant. )

YOU ARE HEREBY NOTIFIED that pursuant to the Rules of Pleading, Practice  
and Procedure, testimony by oral examination of: Rose A. Howell, Vol. II (taken 12-6-04)  
was mailed or delivered to: Mr. David Bussman

on: December 16, 2004

- (XX) Signature was reserved.
- ( ) Signature was waived.



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DATED: October 18, 2004

SCHMITT & LEHMANN, INC.  
Court Reporters

cc: Mr. David Bussman  
Mr. Steven Busick

SIGT.txt

Rose A. Howell, Vol. II

I have read the transcript of the deposition taken on December 6, 2004 at Vancouver, WA, and make the following additions or corrections:

PAGE      LINE      CORRECTION AND REASON FOR CORRECTION

\_\_\_\_\_  
Rose A. Howell

day of \_\_\_\_\_ subscribed and sworn to before me this \_\_\_\_\_  
\_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public for the State  
of \_\_\_\_\_  
residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Re: Howell v. Plotner  
Clark County Superior Court No. 01-2-02693-7  
SK

01-2-02693-7

EXPERT  
TESTIMONY

May 6, 2009

William Devor, M.D.

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF CLARK

ROSE HOWELL,	)	CAUSE NO. 01-2-02693-7
	)	APPEALS NO. 39670-0-II
APPELLANT,	)	
	)	
v.	)	
	)	
ARLIS J. PLOTNER, as the	)	
personal representative of	)	
the ESTATE OF KEITH WALTER	)	
PLOTNER, DECEASED.	)	
	)	
RESPONDENT.	)	

CD PROCEEDINGS

AUGUST 26, 2005  
MARCH 7, 2008  
MARCH 21, 2008  
APRIL 11, 2008

HEARD BEFORE THE HONORABLE BARBARA JOHNSON

AUGUST 22, 2008  
DECEMBER 5, 2008  
MARCH 13, 2009  
MAY 1, 2009  
MAY 26, 2009  
MAY 27, 2009  
AUGUST 7, 2009

HEARD BEFORE THE HONORABLE ROBERT L. HARRIS

FOR THE APPELLANT:  
ROSE HOWELL, PRO SE

FOR THE RESPONDENTS:  
ANGELA STEWART  
CHRISTOPHER ROUNDS

COPY

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF CLARK

ROSE HOWELL,	)	CAUSE NO. 01-2-02693-7
	)	APPEALS NO. 39670-0-II
APPELLANT,	)	
	)	
v.	)	
	)	
ARLIS J. PLOTNER, as the	)	
personal representative of	)	
the ESTATE OF KEITH WALTER	)	
PLOTNER, DECEASED.	)	
	)	
RESPONDENT.	)	
_____	)	

CD PROCEEDINGS

MAY 26, 2009

HEARD BEFORE THE HONORABLE ROBERT L. HARRIS

FOR THE APPELLANT:  
ROSE HOWELL, PRO SE

FOR THE RESPONDENTS:  
CHRISTOPHER ROUNDS

1 to, uh --

2 THE COURT: I thought I saw one filed sometime.

3 MR. ROUNDS: There was one filed with one of -- I  
4 lost track of what. Would Your Honor mind if I sat in  
5 the witness chair so I can see the video?

6 MS. HOWELL: I guess (inaudible) do that,  
7 Mr. Rounds.

8 THE COURT: Why don't you go ahead and sit there.

9 MR. ROUNDS: Thanks.

10 MS. HOWELL: Are we ready?

11 THE COURT: And you're going to make -- apparently  
12 make a disk later for the clerk?

13 MS. HOWELL: Yes. I just got this program  
14 yesterday. I had to. Okay. It should be going.  
15 Going. Going.

16 (DEPOSITION TESTIMONY OF WILLIAM DEVOR, M.D.)

17 (PLAYED FROM APPELLANT'S LAPTOP AT 10:47:40:)

18 COURT REPORTER: All right. And is there anybody  
19 else present?

20 MS. HOWELL: No, just me and William Devor, and I  
21 have some questions of introduction, so I was going to  
22 go through those.

23 COURT REPORTER: All right.

24 MS. HOWELL: First, the deposition is being  
25 conducted by me, I'm Pro Se Plaintiff, attorney of

1 record, Rose Howell. Today is May 6th, 2009, it is  
2 10:35 in the morning and we're at Kaiser Permanente in  
3 San Diego, California. The matter is Howell versus  
4 Plotner. The default was filed February 12th, 2008,  
5 before the Defense appeared. The case number is 01-2-  
6 02693-7, Superior Court, Clark County, Washington.

7 I'm taking the testimony of William Devor, M.D.,  
8 expert witness on the Plaintiff's behalf. We're going  
9 to discuss the injuries March 3rd, 1999, and a few other  
10 medical terminologies. We're video recording and I'm  
11 running a video recorder right now, and I have to change  
12 the tape every hour if we exceed an hour's time on this.  
13 It'll be marked and kept in my possession as William  
14 Devor, May 6 testimony.

15 COURT REPORTER: Can you raise your right hand,  
16 please, Doctor? Do you solemnly swear or affirm that  
17 the testimony you're about to give will be the truth,  
18 the whole truth and nothing but the truth?

19 DR. DEVOR: Yes, I do.

20 COURT REPORTER: Okay.

21 DIRECT EXAMINATION

22 BY MS. HOWELL:

23 Q Okay. We were just sitting her viewing Disk 5, and  
24 those are the MRIs of the cervical spine that were done  
25 after March 3rd, 1999, and the negligence of Keith

1 Plotner. Can you explain to me what we were reviewing  
2 just a moment ago?

3 A We reviewed the images of a cervical spine MRI, and the  
4 date of the MRI was June 21st, 1999. The MRI includes  
5 the cervical spine and uses the standard MRI sequences.

6 Q What would your diagnosis be on this based upon looking  
7 at -- and where does the --

8 COURT REPORTER: Sorry, I can't understand you.

9 MS. HOWELL: I'm sorry.

10 COURT REPORTER: Diagnosis?

11 Q What is your diagnosis based on the MRI on Disk 5 that  
12 we're looking at? Would this be trauma induced or  
13 congenital syringomyelia, on your opinion?

14 A The MRI is abnormal and there are a number of  
15 abnormalities present on the MRI. The most serious  
16 finding on the MRI is an area of abnormal signal within  
17 the center of the cord.

18 COURT REPORTER: Abnormal what?

19 A An abnormal signal within the center of the spinal cord.

20 COURT REPORTER: Thank you.

21 A This abnormal signal begins in the mid-cervical level  
22 adjacent to the disc at C5-6, extends downward and then  
23 reappears again in the upper thoracic portion of the  
24 spinal cord at T2, T3.

25 The collection of abnormal signal in this area

1 probably almost certainly would be characterized as a  
2 syrxinx. A syrxinx is a --

3 COURT REPORTER: A what?

4 A S-Y-R-I-N-X, a syrxinx, which is a fluid-filled space  
5 within the center of the cord.

6 In addition to the findings of the syrxinx, there is  
7 also multilevel cervical disc disease which commences at  
8 C5-6, also involves C6-7, to a lesser extent C4-5. And  
9 this causes effacement of the spinal fluid signal  
10 anterior to the spinal --

11 COURT REPORTER: (inaudible) --

12 A -- cord at this level.

13 COURT REPORTER: -- C4-5 and I didn't get what's  
14 next.

15 A It causes effacement of the spinal fluid anterior to the  
16 spinal cord at those levels.

17 Q Okay. Now, I have some other questions. I want to back  
18 up for a minute here and we were looking at that disk  
19 that -- I want to verify that Dr. Devor wrote Exhibit Q.  
20 That would be a letter dated January 16th, 2001. I have  
21 a copy here I'm going to show you; the original's in my  
22 possession at home. This was admitted as Exhibit Q into  
23 the courts. Did you write that?

24 A Yes, I did, and a copy of this is also in her Kaiser  
25 medical record.

1 Q Okay. Thank you. And this letter indicates the  
2 deficits of syringomyelia are easily detected; is this  
3 correct?

4 COURT REPORTER: Sorry, I can't understand you.

5 Q This letter indicates the deficits of syringomyelia are  
6 easily detected; is this correct?

7 A Now, usually there's a characteristic pattern of  
8 abnormalities on the neurological examination indicating  
9 a lesion in the center of the spinal cord. She had no  
10 such findings when I examined her when she was under my  
11 care back in approximately 1992, 1993.

12 Q Could you tell me what sort of deficits are --  
13 syringomyelia produces?

14 A The main finding in syringomyelia is sensory loss.  
15 Sensory loss generally affects both hands and, depending  
16 on how high the syrinx is, often affects the upper  
17 shoulder areas, too, creating a cape like --

18 COURT REPORTER: A what?

19 A Cape, C-A-P-E, like loss of sensory function. Usually  
20 the sensory abnormalities are characterized by a loss of  
21 pain and temperature sensation.

22 COURT REPORTER: Loss of what?

23 A Pain and temperature sensation.

24 COURT REPORTER: Now, I'm really having a difficult  
25 time with hearing --

1 MS. HOWELL: Can you hear him better now?

2 A A loss of pain and temperature sensation.

3 COURT REPORTER: Yes, that's better, thank you.

4 DR. DEVOR: Okay.

5 MS. HOWELL: Sorry.

6 A Now, in addition to the sensory abnormalities with the  
7 syrxinx, there may be damage to the pathways that carry  
8 neural impulses from the brain to the lower extremities,  
9 so lower extremity weakness and also upper extremity  
10 weakness can characterize the deficits caused by a  
11 syrxinx.

12 Another characteristic finding would be weakness  
13 and atrophy of the hand muscles, and this occurs when  
14 the fluid extends further out into the substance of the  
15 spinal cord and affects the cells --

16 COURT REPORTER: The what?

17 A The way they --

18 COURT REPORTER: Out into the?

19 A Substance of the spinal cord -- further out into the  
20 substance of the spinal cord.

21 COURT REPORTER: Okay.

22 A And this can affect the origin of the nerves that supply  
23 the muscles of the hand. So hand weakness and atrophy  
24 of the muscles would be another characteristic finding.  
25 But again, the most characteristic finding is the

1 sensory loss as I described it.

2 And then, in my experience, accompanying a sensory  
3 loss there's often pain. The pathways that are  
4 responsible for sensing pain or temperature can be  
5 affected by a syrinx, and the disruption of those  
6 pathways can cause spontaneous pain to occur in various  
7 portions of the body.

8 Q While we're talking about pain --

9 MS. HOWELL: Can you hear me?

10 COURT REPORTER: Yes.

11 Q Okay. You know, my pain is worse some days than others.  
12 Can you explain why that occurs? Is it just --

13 A I think any chronic pain syndrome can be characterized  
14 by fluctuations.

15 Q The fluid fluctuating or?

16 A It may not be the fluid, it may be the perception of the  
17 pain in the brain itself that fluctuates. And on some  
18 levels it's --

19 Q Oh, so then --

20 A -- and on some days it's more intense than others. Now,  
21 conceivably, fluctuations in spinal fluid pressure could  
22 cause periods of expansion or contraction of the syrinx.

23 Q And that would cause pain?

24 A It could.

25 Q All right.

1 MS. HOWELL: Now, I'm going to go through some  
2 other questions. Can you still hear me?

3 COURT REPORTER: Yes.

4 Q Okay. Can you tell me what trauma-induced syringomyelia  
5 is and the medically accepted diagnosis for trauma-  
6 induced syringomyelia?

7 A To attribute the syrinx to trauma, of course, we have to  
8 have a clear cut history of that trauma.

9 COURT REPORTER: Sorry, I lost you there. I  
10 didn't -- start over, please.

11 A To connect a syrinx with trauma, you need a clear cut  
12 history of trauma, and I think that's the initial  
13 requirement. Beyond that, the location of the syrinx in  
14 trauma generally is lower in the spinal cord than it is  
15 with congenital variance. Sometimes minute amounts of  
16 blood can be seen on an MRI in the lining of the syrinx,  
17 as oftentimes with the traumatic etiology of the syrinx,  
18 there's some degree of bleeding within the cord at the  
19 time of the initial injury.

20 Q Would I be correct to state trauma-induced syringomyelia  
21 is a spinal cord injury?

22 A That would be correct.

23 Q Would I be correct to state the spinal cord in the nerve  
24 and muscle fibers distributed throughout the body?

25 COURT REPORTER: Sorry, spinal cord what?

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MS. HOWELL: Okay.

Q Would I be correct stating, based upon the scientific evidence, Exhibits BB 1 through 48, when the Plaintiff endured whiplash March 3rd, 1999, it's very likely that the vertebrae slipped out of normal alignment and injured, thus creating cerebral spinal fluid-filled cysts commonly called syringomyelia?

A You know, I don't think you necessarily have to say that the vertebral body slipped out of place. It could be a disc that suddenly exploded outward under the force of the trauma.

The other possible mechanism for developing a syrinx would be a sudden flexion of the neck which causes bending of the spinal cord and then bleeding within the substance of the spinal cord and the result.

So you don't necessarily have to invoke movement of one of the bones, although that's certainly possible. But it could be movement of the bone, could be sudden bulging of the disc or it could be sudden flexion of the spinal cord itself. All three of those things could potentially cause this type of injury.

Q And didn't we just discuss that there is bulging of the disc noted here on Disk 5?

A Yeah, there's -- in my opinion, there's significant bulging in the disc, especially at C6-7.

1 Q Thank you. The Plaintiff, unable to stand at the scene,  
2 attempted to stand and fell -- almost fell --

3 COURT REPORTER: I can't hear you.

4 MS. HOWELL: Okay.

5 Q The Plaintiff attempt -- unable to stand at the scene,  
6 attempted to stand, almost fell into oncoming traffic.  
7 Would this be a deficit of a spinal cord injury upon  
8 being hit in the rear end?

9 A It certainly could be. As I stated before, the spinal  
10 cord is responsible for connecting the brain to the leg  
11 muscles, so any type of injury to the spinal cord would  
12 disrupt that connection and cause leg weakness.

13 Q The attending neurologist, when she was deposed, stated  
14 that the injuries were at -- affected every part of the  
15 body below that injury site; is this correct?

16 A (No audible response.)

17 Q So, if the injury is at a C3 or a C4 level or C5,  
18 everything below that is affected; is this correct?

19 A That would be correct. You know, it depends on how  
20 badly damaged the spinal cord is. But -- so I think it  
21 might not be accurate to say that everything is affected  
22 because there can be combinations of neurological  
23 deficits.

24 But if a certain pathway is disrupted at the level  
25 of the lesion, it would affect that pathway's function

1           how are the nerves damaged from the accumulation of  
2           fluid within the center of the cord? The second  
3           question is, why do Ms. Howell's neurological symptoms  
4           fluctuate? I'll answer the first question as best I  
5           can.

6                     There are multiple mechanisms of damage to the  
7           nerves following trauma. Mechanical forces can cause  
8           shearing of the nerves. And a nerve is very much like a  
9           wire, so it's almost as though you cut a wire.  
10          With shear injuries, the damage tends to be maximal  
11          probably within a few days following the injury.

12                    When fluid begins to expand the center of the  
13          spinal cord, the neurological symptoms can progress over  
14          a period of time, sometimes even over many years as that  
15          fluid-filled cavity expands. The expanding fluid  
16          creates pressure on the nerves and probably produces  
17          loss of function on that basis.

18                    It may be more complicated than that. The pressure  
19          from the fluid could also affect circulation to the  
20          nerves there. The nerves in the spinal cord are like  
21          any other part of the body, they have to have a blood  
22          supply. They need an arterial supply to provide blood  
23          to the nerves, and veins to drain the blood. And so  
24          conceivably, the pressure from the fluid could disrupt  
25          the circulation, particularly drainage of blood from the

1 cord through the veins.

2 Now, there's a term that's used to describe damage  
3 to the spinal cord from a bulging disc putting pressure  
4 on the cord, and that's called compressive  
5 demyelination, and demyelination is D-E-M-Y-E-L-I-N-A-T-  
6 I-O-N. So that would be another possible mechanism of  
7 injury.

8 To answer the second question, why do her symptoms  
9 fluctuate, in my experience, any process that causes  
10 damage to the spinal cord can result in fluctuating  
11 symptoms. I think that factors such as fatigue, a poor  
12 night's sleep, intercurrent illness -- all those things  
13 can diminish the ability of the nervous system to  
14 compensate from an injury.

15 The alternative mechanism might be fluctuations in  
16 the pressure of the fluid within the syrinx, as I  
17 alluded to earlier.

18 Q Could you tell me why there is muscle stiffness with  
19 this kind of a spinal cord injury? I have an awful lot  
20 of --

21 COURT REPORTER: I've lost you.

22 Q Could you tell me why there is muscle stiffness with  
23 this kind of an injury? I have an awful lot of muscle  
24 stiffness, especially in my left side. We've already  
25 dealt with the pain issue, so I was wondering about the

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muscle stiffness.

A Muscle stiffness can characterize injuries to the spinal cord. Muscle stiffness is usually associated with disruption of the descending motor control pathways. When these pathways are damaged, there's hyperactivity of the cells that supply the muscles.

COURT REPORTER: Hyperactivity of what?

A Of the nerve cells that supply the muscles, and when those nerves are hyperactive, the muscles become stiff because they're overactive. And we use the term spasticity to describe that muscular overactivity that occurs following an injury to the spinal cord.

Q Is it common to have this kind of spinal cord injury with mobility and range of motion after the accident?

THE COURT: Just a second.

COURT REPORTER: I can't understand it.

THE COURT: We lost the --

Q Is it common to have this kind of injury with still being able to have range of motion and mobility after the accident? I was still able to move. I was really stiff and tight and hard --

(MS. HOWELL ADJUST LAPTOP COMPUTER)

Q -- but I could still move my neck.

MS. HOWELL: There. Sorry. It's probably --

Q I mean, it wasn't broken.

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LASER BOND FORM A

1 MS. HOWELL: -- because it's set to go blank.

2 A Certainly with a whiplash injury, you need not have any  
3 damage to the bones such as a fracture to cause injury  
4 to the spinal cord. In other words, a whiplash can  
5 cause injury to the spinal cord without actually causing  
6 any bony fractures.

7 Stiffness following a motor vehicle accident could  
8 be from trauma to the muscles, as well, so that  
9 following a motor vehicle accident where the victim  
10 sustains a significant whiplash injury, generally the  
11 whole body is shaken up and stiffness could result from  
12 local trauma to the muscles.

13 Stiffness that accompanies a spinal cord injury  
14 often occurs in a delay following the injury and can  
15 appear weeks to months later.

16 Q John Zobickian, M.D. -- and that's spelled Z-O-B-I-C-K-  
17 I-A-N, M.D. -- when I saw him up in Berkeley, was not  
18 supplied the brain MRIs. However, he wrote --

19 COURT REPORTER: Was not what?

20 Q He was not supplied the brain MRIs that were performed  
21 June 19th, 1998, before the accident and July 8th, 1999,  
22 after the accident. However, John Zobickian wrote a  
23 letter stating, the general medical census using  
24 scientific evidence, being MRIs, is, if the Plaintiff  
25 does not have fluid in the base of the brain, the

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LASER BOND FORM A

1 syringomyelia is trauma induced, not congenital.

2 Would I be correct in stating this is the census of  
3 the medical community based upon scientific evidence?

4 A Yeah, just to make a correction, I think you mean  
5 consensus.

6 Q Oh.

7 A Now, I want to note here that when I appeared for Rose  
8 back in the early '90s before her accident, that we did  
9 have a brain MRI performed that was normal. Now, the  
10 most common associated brain anomaly, A-N-O-M-A-L-Y,  
11 with syrinx is that of a Chiari, that's capital C-H-I-A-  
12 R-I malformation. And I think that was what  
13 Dr. Zobickian was referring to when he mentioned fluid  
14 at the base of the brain.

15 A Chiari malformation results from abnormal  
16 development at the base of the skull so that the passage  
17 that allows the spinal cord to exit from the skull is  
18 moved upwards, compressing the brain tissues at that  
19 level. This results in a number of anomalies, and  
20 particularly a syrinx, but could also be associated with  
21 fluid-filled spaces in the surrounding area of the brain  
22 just above the base of the skull.

23 Q Marlene Dietrich stated that I was diagnosed with no  
24 brain MRI abnormalities, as well. She was the attending  
25 physician --

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COURT REPORTER: Sorry, say it again?

Q Marlene Dietrich stated in deposition that I had no brain abnormalities in the MRI, and she also stated that it was trauma-induced syringomyelia from the force of the impact. And in fact she admitted several letters stating this that were admitted into evidence. Based on this theory and the scientific evidence, would you agree with that?

A Yeah, I would be in agreement. Certainly when I examined Rose prior to the accident, she did not have any features on her neurological examination that would suggest a central cord lesion.

Secondly, based on how the motor vehicle accident was described to me, the trauma was sufficient to cause damage to the spinal cord.

Thirdly, the location of the syrinx would be unusual for a congenital syrinx.

Q Would I be correct to state, as John Zobickian, M.D., stated -- and that's, again, Z-O-B-I-C-K-I-A-N, M.D. -- stated in his letter, the Plaintiff not having fluid in the base of the brain as Exhibits BB 45 Disk 4 and BB 40 Disk 4, the Plaintiff endured trauma-induced syringomyelia as a result of the whiplash --

COURT REPORTER: (Inaudible). The Plaintiff --

Q The Plaintiff endured trauma-induced syringomyelia

1 possibly as a result of the whiplash tearing the soft  
2 tissue ligaments or, as Dr. Devor stated, the disc  
3 bulging surrounding the vertebrae in the C3 through C7  
4 and T2 to T3 levels. Again, that's T2 to T3.

5 COURT REPORTER: What was the last one, C2?

6 Q C3 to C7 and T2 to T3. Slipping the vertebrae out of  
7 the normal alignment and injuring the spinal cord,  
8 creating cerebral spinal fluid-filled cysts. They're  
9 called hy --

10 COURT REPORTER: Creating cerebral?

11 Q Spinal fluid-filled cysts called hydromyelia, or two-  
12 level myelomalacia -- and that's M-Y-E-L-O-M-A-L-A-C-I-  
13 A, or commonly known as syringomyelia, S-Y-R-I-N-G-O-M-  
14 Y-E-L-I-A.

15 Now, I think Dr. Devor already explained this into  
16 detail, but it was in fact a question I wanted to get on  
17 the record, so I really don't think that unless he has  
18 something else to add?

19 A Now, I just want to clarify some of the terminology.  
20 Myelomalacia actually refers to loss of nerve cells  
21 within the spinal cord. That can be a consequence of  
22 trauma, as well. With accumulations of fluid within the  
23 spinal cord, the neurons or nerve cells may not actually  
24 be destroyed, but rather can be compressed. There's  
25 likely some degree of destruction of the nerves, as

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well.

MS. HOWELL: Okay. Hold on, because he's really in depth answered a lot of my questions, so.

Q Okay. Let me ask you something. On this disk, Disk 5, where do you think that the -- where does it look like that the fluid starts at and then ends at in the spinal cord of the Plaintiff?

A To my review, the --

COURT REPORTER: In the what?

MS. HOWELL: The fluid in the spinal cord of the Plaintiff. We're looking at Disk 5. I'm asking him where the fluid starts in the cervical spine and where it ends.

COURT REPORTER: Thank you.

MS. HOWELL: Thank you.

A To my review, the abnormal signal within the spinal cord begins at the level of C5 hyphen 6. There's a prominent collection just behind the C6 vertebral body, and then what looks like a thin line of fluid extending down into a -- once again, a larger cavity at T2-3.

Q Okay. Now, we're going to discuss the scoliosis that I was diagnosed with on December 24th, 2006, when I had hyperglycemia in the mall shopping for my kids and ended up ER to the hospital. In fact, they took a scan and they stated that I had scoliosis. We're not going to

1 common diagnosis would be restless leg syndrome, where  
2 people's legs jerk and spasm at night involuntarily.  
3 Whether or not spasms are caused by spinal cord injuries  
4 should become apparent based on the findings of the  
5 neurological examination.

6 Q But Marlene Dietrich is the one that actually diagnosed  
7 me with -- and I should have told 'em this ahead of  
8 time -- with the muscle spasms, stating that she didn't  
9 think that they were going to happen quite so soon when  
10 she diagnosed me with them. And I believe it's in my  
11 chart, to be sometime in the late 2005 or 2006. So I  
12 wanted that documented on this deposition.

13 And then, you know what, we're done right now. So  
14 I think that -- unless he has something to -- Dr. Devor  
15 has anything to add to it, I think we've pretty well  
16 covered it.

17 A Right. The only thing I want to add is that I want to  
18 say a word about Dr. Zobickian. Having worked with him  
19 in the past, he's an absolutely outstanding, brilliant  
20 neurosurgeon, so I think whatever he said would carry a  
21 lot of weight.

22 Q Thank you. And I agree with you, since he actually  
23 commit -- he performed the brain surgery on my husband  
24 and saved his life, so. And fortunately or non-  
25 fortunately, either way, he is a brilliant surgeon, so.

CERTIFICATE

STATE OF WASHINGTON )  
                          ) ss.  
COUNTY OF LEWIS     )

I, Louie Allred, do hereby certify that the above and foregoing proceeding was copied from the Clerk of the Court master file onto video-CDs for use during transcription and provided to me, and I do hereby certify that this is a true and correct record of the proceedings.

I do further certify that I am in no way related to or employed by any party in this matter, nor to any counsel, nor do I have any interest in this matter.

*Louie Allred*

*10/19/09*

Louie Allred  
Allred-E Transcription

