

IN THE SUPREME COURT OF THE STATE OF MONTANA

CASE DA 21-0609

WELLS FARGO BANK, N.A.,

plaintiff-appellant,

v.

ZINVEST, LLC,

defendant-appellee.

APPELLANT WELLS FARGO'S REPLY BRIEF

on appeal from the Montana Fourth Judicial District Court, Missoula County
Case DV-20-796
The Honorable John W. Larson presiding

Chandler P. Thompson
Akerman LLP
170 South Main Street, Suite 725
Salt Lake City, Utah 84101
Telephone: 801-907-6900
chandler.thompson@akerman.com

Taylor T. Haywood
Akerman LLP
1900 Sixteenth Street, Suite 1700
Denver, Colorado 80202
Telephone: 303-260-7712
taylor.haywood@akerman.com

**Attorneys for plaintiff-appellant
Wells Fargo Bank, N.A.**

W. Scott Green
Patten Peterman Bekkedahl
& Green PLLC
2817 Second Ave. North, Suite 300
P.O. Box 1239
Billings, Montana 59103
Telephone:
sgreen@ppbglaw.com

**Attorney for defendant-appellee
Zinvest, LLC**

TABLE OF CONTENTS

	page
ARGUMENTS & AUTHORITIES	5
A. Court should disregard Zinvest's new arguments.....	5
B. Failure to strictly comply with tax sale statutes renders the tax deed void.....	5
C. Zinvest's failure to use lender's address in deed of trust was improper	7
D. Zinvest deprived Wells Fargo of due process	11
E. The district court erred in awarding Zinvest attorneys' fees	16
CONCLUSION	18
CERTIFICATE OF COMPLIANCE.....	19
CERTIFICATE OF SERVICE	20

TABLE OF AUTHORITIES

cases	page
<i>Day v. Payne</i> , (1996) 280 Mont. 273, 276, 929 P.2d 864.....	5
<i>Green v. Gerber</i> , 2013 MT 35, 369 Mont. 20, 303 P.3d 729	16-17
<i>Holmstrom v. Mutual Benefit Health & Accident Ass'n</i> , (1961) 139 Mont. 426, 364 P.2d 1065.....	9
<i>In the Matter of Foreclosure of Liens for Delinquent Land Taxes by Action in Rem</i> , 428 S.W.3d 670 (Mo. App. W.D. 2014)	12, 14
<i>Isern v. Summerfield</i> , 1998 MT 45, 287 Mont. 461, 956 P.2d 28	5
<i>Jones v. Flowers</i> , 547 U.S. 220 (2006).....	12-16
<i>JRN Holdings, LLC v. Dearborn Meadows Land Owners Ass'n, Inc.</i> , 2021 MT 204, 405 Mont. 200, 493 P.3d 340	18
<i>Linn Farms and Timber Ltd. Partnership v. Union Pacific R. Co.</i> , 661 F.3d 354 (8th Cir. 2011)	14-16
<i>Malone v. Robinson</i> , 614 A.2d 33 (D.C. App. 1992)	13
<i>Mary J. Baker Revocable Trust v. Cenex Harvest States, Coop., Inc.</i> , 2007 MT 159, 338 Mont. 41, 164 P.3d 851	9
<i>Mullane v. Central Hanover Bank & Tr. Co.</i> , 339 U.S. 306 (1950).....	13
<i>Mungas v. Great Falls Clinic, LLP</i> , 2009 MT 426, 354 Mont. 50, 221 P.3d 1230	18
<i>Sneil, LLC v. Tybe Learning Center, Inc.</i> , 370 S.W.3d 562 (Mo. banc 2012).....	14

<i>State v. Langley</i> , 2016 MT 67, 383 Mont. 39, 369 P.3d 1005	8
<i>State v. Shepard</i> , 2010 MT 20, 355 Mont. 114, 225 P.3d 1217	8
<i>Unified Indus., Inc. v. Easley</i> , 1998 MT 145, 289 Mont. 255, 961 P.2d 100	5-6, 8, 12
<i>United Asset Mgmt. Trust Co. v. Clark</i> , 332 S.W.3d 159 (Mo. App. W.D. 2010)	14
<i>Zinvest, LLC v. Hudgins</i> , 2014 MT 201, 376 Mont. 72, 330 P.3d 1135	5-6
statutes	
7-4-2618, MCA.....	10
7-4-2636, MCA.....	10
15-17-123, MCA.....	6
70-1-501, MCA.....	9
70-1-502, MCA.....	9
70-1-513, MCA.....	9
70-1-516, MCA.....	9
71-1-321, MCA.....	10
42 USC § 1983.....	12
rules	
M. R. Civ. P. 54	17
M. R. Civ. P. 59	16
other authorities	
Williston on Contracts § 30:4	9

ARGUMENTS & AUTHORITIES

A. Court should disregard Zinvest's new arguments.

Zinvest's response confirms the district court erred in granting its summary judgment and denying Wells Fargo's cross-motion. Rather than defend the grounds on which it sought summary judgment and opposed Wells Fargo's cross-motion, Zinvest abandons them and raises entirely new arguments. "The general rule in Montana is that this Court will not address either an issue raised for the first time on appeal or a party's change in legal theory." *Unified Indus., Inc. v. Easley*, 1998 MT 145, ¶ 15, 289 Mont. 255, 961 P.2d 100 (citing *Day v. Payne*, (1996) 280 Mont. 273, 276, 929 P.2d 864, 866). This Court should disregard Zinvest's new arguments.

Even if Zinvest's new arguments are considered, they are no better than those raised in the district court for the following reasons:

B. Failure to strictly comply with tax sale statutes renders the tax deed void.

Zinvest makes no argument the 24-month redemption deadline identified in the certificates of tax sale is correct; it instead urges this Court not to apply the strict compliance standard reaffirmed in *Isern v. Summerfield*. (Zinvest br. at p. 8-11.) Relying on *Zinvest LLC v. Hudgins*, Zinvest argues this Court should adopt a less exacting standard when the deviation does not result in a loss of due process. (*Id.*)

This is a new argument, not raised by Zinvest in the district court. In the district court, Zinvest insisted the use of the 24-month redemption deadline was proper. (ROA.19 (reply at p. 3-4).) Zinvest now abandons this position and asserts

an entirely new argument. This Court should decline to consider Zinvest's new argument. *Unified Indus.*, 1998 MT at ¶ 15.

Even if this Court were inclined to consider Zinvest's new argument, *Hudgins* is easily distinguishable from this case. The non-compliance in *Hudgins* was the treasurer's failure to timely file an affidavit of publication of the notice of tax lien sales required by 15-17-123, MCA. 2014 MT 201, ¶ 9, 376 Mont. 72, 330 P.3d 1135. There was "no dispute that the notices were duly and properly published" and that the purpose of the affidavit was merely to provide "prima facie evidence" of the publication. 2014 MT at ¶ 19.

More significant, there was "no dispute . . . that Hudgins were accorded full notice and due process of law in the proceedings." *Id.* "[T]here was no confusion as to the correct address to which to send notices," and Hudgins did "not dispute that they received actual and constructive notice of the tax sale proceedings." 2014 MT at ¶ 18. "Because Hudgins received all protections and due process to which they were entitled and can claim no prejudice resulting from the county treasurer's failure to file the subject affidavit," this Court refused to void the tax deed. 2014 MT at § 20. *Hudgins's* holding is expressly limited "to the facts of the case." *Id.*

This case in no way resembles the facts in *Hudgins*. There should have been no confusion as to Wells Fargo's correct address. The "lender's address" designated for receipt of notices, including tax statements, is plainly stated on Wells Fargo's

recorded deed of trust. (ROA.18 (ex. A-1, deed of trust at p. 1-3, 10); appx. 2 at p. 1-3, 10.) But Zinvest's reliance on litigation guarantees which promised to provide "the return address for mailing after recording, if any" created unnecessary confusion and resulted in the notices being directed to an incorrect address. (ROA.18 (ex. B-2, litigation guarantees at 4, 17); appx. 5 at p. 1, 14.)

It is undisputed those notices were not delivered to Wells Fargo, but were returned to Zinvest marked "return to sender-not deliverable as addressed-unable to forward." (ROA.18 (ex. B-2, envelopes at 35, 42); appx. 4 at p. 2, 9.) It is further undisputed Zinvest made no attempt to locate an alternative address for Wells Fargo after the notices were returned undeliverable. (ROA.18 (ex. B-1, adm. rsp. at 7).) As a result, Wells Fargo never received notice of Zinvest's intent to acquire the tax deeds or of the redemption deadline. (ROA.18 (ex. A, Christensen decl. at ¶ 6).)

C. Zinvest's failure to use lender's address in deed of trust was improper.

Zinvest's attempts to justify using the "return to" address instead of the "lender's address" are without merit. Zinvest argues the use of a "return to" address and "lender's address" in the same deed of trust caused uncertainty as to which address was correct and this uncertainty should be "construed against" Wells Fargo because it prepared the deed of trust. (Zinvest br. at p. 11-13.) It further argues Wells Fargo's use of a different "return to" address "ostensibly designated another address for itself" pursuant to the deed of trust's notice provision. (*Id.* at p. 13.)

These are also new arguments not raised in the district court. Zinvest never argued or presented evidence it (or Stewart Title) used the "return to" address as Wells Fargo's address because of uncertainty created by the deed of trust or because it (or Stewart Title) believed the "return to" address to be a change of address. (ROA.13 (brief at p. 3); ROA.19 (reply at p. 5).) Zinvest's position was it proper to reply on the address supplied by the litigation guarantees (even if the addresses were incorrect). (*Id.*) This Court should decline to consider Zinvest's new arguments. *Unified Indus.*, 1998 MT at ¶ 15.

Even if this Court considers Zinvest's new arguments, they are untenable. Zinvest cites *State v. Langley* for the proposition any uncertainty in the deed of trust should be construed against Wells Fargo. (Zinvest br. at p. 13.) *Langley* involves the interpretation of a plea agreement, which "is a contract between the state and a [criminal] defendant and is subject to contract law standards." 2016 MT 67, ¶ 17, 383 Mont. 39, 369 P.3d 1005 (quoting *State v. Shepard*, 2010 MT 20, ¶ 8, 355 Mont. 114, 225 P.3d 1217). It then applies the general rule "[i]f the contract language is clear and unambiguous, it is a court's duty to enforce the contract as drafted and executed by the parties." *Id.* But this case does not involve a contract between Wells Fargo and Zinvest. Zinvest does not explain, and cites no authority, how these rules apply to a document which is not an agreement between the parties.

Assuming, for the sake of argument, rules of contractual construction can be applied to the deed of trust,¹ they can only do so if the language in the deed of trust is uncertain or ambiguous. *Mary J. Baker Revocable Trust v. Cenex Harvest States, Coop., Inc.*, 2007 MT 159, ¶¶ 33-35, 338 Mont. 41, 164 P.3d 851 (rule that a court should construe a contract against the drafting party inapplicable if the language is not reasonably susceptible to more than one construction).

The construction and interpretation of a contract, including whether an ambiguity exists, is a question of law. *Id.* at ¶ 19. An ambiguity exists only if the language is susceptible to at least two reasonable but conflicting meanings. *Id.* at ¶ 20. The determination of whether an ambiguity exists in a contract is to be made on an objective basis. *Id.* It "is not compelled by the fact that the parties to a document, or their attorneys, have or suggest opposing interpretations of a contract, or even disagree as to whether the contract is reasonably open to just one interpretation." *Id.* (quoting Williston on Contracts § 30:4, at 51–54); *Holmstrom v. Mutual Benefit Health & Accident Ass'n*, (1961) 139 Mont. 426, 428, 364 P.2d 1065, 1066 ("Ambiguity does not exist just because a claimant says so.")

¹ Wells Fargo notes transfers of rights in property, or grants, are governed by 70-1-501, MCA, *et seq.* and "subject to all rules of law concerning contracts in general." 70-1-502, MCA. They are to be "interpreted in like manner with contracts in general, except so far as is otherwise provided in this part." 70-1-513, MCA (emphasis added). Except for circumstances inapplicable here, "[a] grant is to be interpreted in favor of the grantee," not the drafter. 70-1-516, MCA. The grantee of the deed of trust is Wells Fargo. (ROA.18 (ex. A-1, deed of trust); appx. 2.)

The identity of the lender and the lender's address in the deed of trust are not susceptible to more than one reasonable meaning; the "lender" is defined as "Wells Fargo Bank, N.A." and the "lender's address is P.O. Box 10304, Des Moines, IA 50306[-]0304." (ROA.18 (ex. A-1, deed of trust at p. 2); appx. 2 at p. 2.) Nothing in the deed of trust changes either definition; certainly not the designation of a separate entity and address for delivery of the deed of trust after recording.

Montana's recording statutes expressly requires deeds of trust contain both addresses to be recorded, and nothing indicates the same person or entity and address must be used for each purpose. 7-4-2618, MCA ("county clerk shall not receive for recording any deed, mortgage or assignment of mortgage unless the post-office address of the grantee, mortgagee or assignee of the mortgagee, as the case may be, is contained therein");² 7-4-2636(1)(f), MCA ("document submitted for recording must . . . include the name and mailing address of the person to whom the document is to be returned in the upper left-hand corner of the first page.")

Zinvest's argument appears to be that, because Wells Fargo Home Mortgage is the entity designated in the "return to" instruction and for delivery of tax statements, and because the address designated for delivery of tax statements is the same as the lender's address (P.O. Box 10304, Des Moines, IA), it "could reasonably

² A deed of trust is considered a mortgage and subject to laws relating to mortgages on real property. 71-1-321, MCA.

be assumed" Wells Fargo's last known address was the address designated in the "return to" instruction. (Zinvest br. at p. 12-13.) This reasoning is illogical.

Giving Zinvest's argument the most generous explanation, even if designating Wells Fargo Home Mortgage as the entity to receive tax statements and designating the "lender's address" for this purpose created some confusion about who should receive the notices, it does not explain why Zinvest would then mail the notices to Wells Fargo, not Wells Fargo Home Mortgage, and use a completely different address designated for a different purpose, not the shared address.

Zinvest's argument Wells Fargo "ostensibly designated another address for itself in the deed of trust" also fails. (Zinvest br. at p. 13.) The notice provision requires notices under the deed of trust be mailed to the lender at "lender's address stated herein unless lender has designated another address by notice to borrower." (ROA.18 (ex. A-1, deed of trust at p. 2, § 15); appx. 2 at p. 10, § 15.) "Notice to borrower" is "deemed to have been given to borrower when mailed by first class mail or when actually delivered to borrower's notice address if sent by other means." (*Id.*) There is no evidence Wells Fargo ever mailed or delivered to the borrower a written notice it was designating the "return to" address as the "lender's address."

D. Zinvest deprived Wells Fargo of due process.

Zinvest's argument due process did not require it to do anything when it became aware the notices it mailed to Wells Fargo were not delivered is just not the

law. Zinvest claims *Jones v. Flowers* does not apply because the notices were returned undeliverable, rather than unclaimed. (Zinvest br. at p. 14.) It further argues none of the follow up measures proposed in *Jones* would have been applicable. (*Id.*) It finally argues the follow up measures proposed by Wells Fargo were "unduly burdensome" and not required by *Jones*. (*Id.* at p. 14-15.)

Zinvest again presents new arguments for the first time on appeal. In the district court, Zinvest argued "due process rights in relation can [*sic*] only be violated if the statutory requirements are not strictly complied with," "the statutes governing tax lien sales are designed to protect the due process rights of property owners, not lienholders," and "constitutional challenges for deprivation of rights must be made under 42 USCA § 1983." (ROA.19 (reply at p. 5-6).) Zinvest does not attempt to defend any of these arguments and raises new ones instead. This Court should decline to consider these new arguments. *Unified Indus.*, 1998 MT at ¶ 15.

Even if Zinvest's new arguments are considered, they are without merit. While there is a distinction between notices returned as "undeliverable" and "unclaimed" (addressed below), it does not affect the applicability of *Jones*. *In the Matter of Foreclosure of Liens for Delinquent Land Taxes by Action in Rem*, 428 S.W.3d 670, 678 n.7 (Mo. App. W.D. 2014) ("Although there is a clear distinction between these two types of returned mail, the holding in *Jones* applies to both.")

Jones provides the framework for determining "whether due process entails further responsibility when the government becomes aware prior to the taking that its attempt at notice has failed." *Jones*, 547 U.S. 220, 227 (2006). "When notice is a person's due . . . [t]he means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it." *Id.* at 229 (quoting *Mullane v. Central Hanover Bank & Tr. Co.*, 339 U.S. 306, 315 (1950)). When a mailed notice is returned to the sender, the sender now has "good reason to suspect" the intended recipient was "no better off than if the notice had never been sent." *Id.* (quoting *Malone v. Robinson*, 614 A.2d 33, 37 (D.C. App. 1992)). "Deciding to take no further action is not what someone 'desirous of actually informing' [a person entitled to notice] would do; such a person would take further reasonable steps if any were available." *Jones*, 547 U.S. at 230.

Whether a mailed notice is returned unclaimed or undeliverable is immaterial; the only remaining question is "whether there were any such available steps" to provide additional notice. *Jones*, 547 U.S. at 234 ("In response to the returned form suggesting that Jones had not received notice that he was about to lose his property, the state did—nothing. . . we conclude the state should have taken additional reasonable steps to notify Jones, if practicable to do so. The question remains whether there were any such available steps.") "What steps are reasonable in response to new information depends upon what the new information reveals." *Id.*

The distinction between "unclaimed" and "undeliverable" becomes relevant here. "When the postal service returns a letter as undeliverable with no forwarding address, the sender knows that they have the wrong address for the intended recipient." *In the Matter of Foreclosure*, 428 S.W.3d at n.7 (quoting *United Asset Mgmt. Trust Co. v. Clark*, 332 S.W.3d 159, 178 (Mo. App. W.D. 2010), *abrogated on other grounds by Sneil, LLC v. Tybe Learning Center, Inc.*, 370 S.W.3d 562, 565 (Mo. banc 2012)). "When a certified letter is returned as unclaimed, the sender simply knows that the intended recipient has not received the notice." *Id.*

This distinction illustrates why Zinvest's second argument—the follow-up measures proposed in *Jones* would not be meaningful—misses the point. (Zinvest br. at p. 14.) Those measures were based on the "new information" provided by a notice returned unclaimed. *Jones*, 547 U.S. at 234-236. Returned unclaimed does not necessarily mean the address is incorrect; it merely means no one appeared to sign for the mail before the designated date on which it would be returned to the sender. *Id.*; *Linn Farms and Timber Ltd. Partnership v. Union Pacific R. Co.*, 661 F.3d 354, 359 (8th Cir. 2011) ("With the letters in *Jones* being unclaimed, the new information revealed no one was willing to claim the letters, not necessarily the address was incorrect. Thus, taking fairly simple measures to get notice in the hands of the person residing on the property amounted to reasonable additional steps required to provide due process in *Jones*.")

The "new information" provided Zinvest, however, indicated it did not have Wells Fargo's correct address. *Linn Farms*, 661 F.3d at 359 ("In contrast, the letters to Missouri Pacific were returned as undeliverable as addressed, indicating an incorrect address. Thus, any further correspondence with the known address would not have been likely to apprise Missouri Pacific of the impending forfeiture.") Zinvest was thus required to locate a new, correct address for Wells Fargo. *Id.* ("having learned the address was incorrect, the next step should have been to locate a new, correct address for Missouri Pacific.")

Zinvest's claim *Jones* does not require it to take any of the actions Wells Fargo proposed in its summary judgment evidence also fails. (Zinvest br. at p. 14-15.) Zinvest relies on *Jones*'s determination that the government was not required to conduct "[a]n open-ended search for a new address," specifically rejecting "search[ing] for his new address in the Little Rock phonebook and other government records such as income tax rolls." *Jones*, 547 U.S. at 235-236.

But the decision to reject these options was based on the fact the "new information" provided by the unclaimed notice did not suggest the government had an incorrect address. *Jones*, 547 U.S. at 236; *Linn Farms*, 661 F.3d at 361 ("The court's decision to reject an open-ended search as a reasonable step in *Jones* was premised on the facts of the case, namely the fact the unclaimed letter did not suggest the address was incorrect and thus a search for a new address would be irrelevant as

well as unduly burdensome and unnecessary in light of the simple, low-cost option of sending a letter via regular mail or posting a notice on the front door.")

"The mere fact an 'open-ended search' such as an internet search was more burdensome than the alternatives in *Jones* does not necessarily mean such a search has been categorically rebuked." *Linn Farms*, 661 F.3d at 361. "[T]he rejection was limited to the facts of [*Jones*]." *Id.* at 361-362.

The "new information" Zinvest received from the undeliverable notice indicated it did not have Wells Fargo's correct address; so its obligation was to locate an alternative address. *Id.* at 359, 362. The summary judgment evidence established Zinvest could have done so quickly, easily and at no cost. (ROA.18 (ex. B, Haywood decl. at ¶¶ 5-7; ex. B-5-B-7, webpages).) This evidence was uncontroverted by Zinvest and sufficient to find additional reasonable steps were available but not taken. *Id.* at 362 (finding "an internet search is a particularly low-cost, low-burden option" for locating an updated address of a business and "sufficient to conclude additional reasonable steps were available but were not taken.")

E. The district court erred in awarding Zinvest attorneys' fees.

Zinvest's suggestion the district court did not err in granting its application for attorneys' fees after rule 59(f) deadline because it "reasonably concluded that it was not deprived of authority" is unsupported by any authority. Although the deemed denied deadline is not jurisdictional, it is "strictly enforced." *Green v. Gerber*, 2013

MT 35, ¶¶ 25, 27, 369 Mont. 20, 303 P.3d 729. There is no exception if the district court "reasonably concludes" it still has authority to act.

Even if the district court timely acted, it could not (and did not) award Zinvest attorneys' fees on the grounds Wells Fargo and Zinvest were not similarly situated parties genuinely disputing their rights. (Zinvest br. at p. 17.) Rule 54(d)(2) requires "[a] claim for attorney fees and related nontaxable expenses must be made by motion," "filed no later than 14 days after the entry of judgment," and "specify . . . the statute, rule or other grounds entitling the movant to the award." M. R. Civ. P. 54(d)(2)(B)(i), (ii). Zinvest did not mention, let alone argue or present any evidence of, an alleged disparity between the parties justified an award of attorneys' fees in the only application it filed within rule 54(d)'s 14-day deadline. (ROA.24 (motion).) It did not specify these grounds until it filed supplemental briefing more than two months after the 14-day deadline expired, or attempt to present evidence supporting it until more than three months after the 14-day deadline expired. (ROA.37 (suppl. brief at p. 3); ROA.41 (suppl. reply); ROA.42 (aff't).)

Even if the Zinvest timely specified these grounds to support an award of attorneys' fees, the district court made clear it was not the basis for its award. In overruling as moot Wells Fargo's objections to the timeliness of Zinvest's belated grounds, the district court stated "any assertions made in supplemental briefing that

Wells Fargo's now objects do not serve as the primary basis for the court's award of fees and costs." (ROA.49 (order at p. 10); appx. 7 at p. 6.)

The only finding of fact made by the district court supporting its award of attorneys' fees is "the Court has determined that 'equitable considerations support an award' given the court's order granting Zinvest motion for summary judgment and denying Wells Fargo cross-motion for summary judgment." (*Id.* at p. 9.) This suggests the district court's award was based solely on the fact Wells Fargo filed a declaratory judgment action and Zinvest prevailed. This is not a permissible ground to award attorneys' fees as a matter of law. *Mungas v. Great Falls Clinic, LLP*, 2009 MT 426, ¶ 44, 354 Mont. 50, 221 P.3d 1230; *JRN Holdings, LLC v. Dearborn Meadows Land Owners Ass'n, Inc.*, 2021 MT 204, ¶ 2, 405 Mont. 200, 493 P.3d 340.

Even if Zinvest timely asserted its grounds for attorneys' fees and the district court made all necessary findings in support, an award of attorneys' fees was error for all the reasons argued in Wells Fargo's initial brief.


CONCLUSION

This Court must reverse the district court's judgment and render judgment in Wells Fargo's favor. Judgment should be entered declaring the tax deeds null and void or, alternatively, Zinvest's title is subject to Wells Fargo's deed of trust. Even if the underlying judgment was correct, Zinvest was not entitled to attorneys' fees. Alternatively, this case should be remanded for further proceedings.

Dated August 18, 2022

Respectfully submitted,

AKERMAN LLP

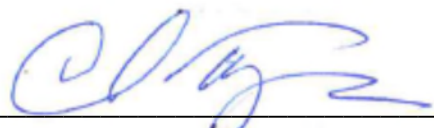
By: 
Chandler P. Thompson
Montana Bar No. 46703715
170 South Main Street, Suite 725
Salt Lake City, UT 84101
Telephone: (801) 907-6900
Facsimile: (801) 355-0294
Email: chandler.thompson@akerman.com

Taylor T. Haywood
1900 Sixteenth Street, Suite 1700
Denver, Colorado 80202
Telephone: (303) 260-7712
Facsimile: (303) 260-7714
Email: taylor.haywood@akerman.com

*Attorneys for plaintiff-appellant
Wells Fargo Bank, N.A.*

CERTIFICATE OF COMPLIANCE

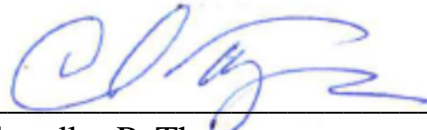
I certify this document is proportionately spaced with a typeface of 14 points and a word count of 3622.


Chandler P. Thompson

CERTIFICATE OF SERVICE

I certify I mailed a copy of **APPELLANT WELLS FARGO'S REPLY BRIEF** to each attorney of record on August 18, 2022 as follows:

W. Scott Green
Patten Peterman Bekkedahl & Green PLLC
2817 Second Avenue North, Suite 300
P.O. Box 1239
Billings, Montana 59103
Attorneys for defendant-appellee Zinvest, LLC
VIA CERTIFIED MAIL RECEIPT
NO. 7015 0640 0003 0738 1553
AND VIA EMAIL sgreen@ppbglaw.com



Chandler P. Thompson

CERTIFICATE OF SERVICE

I, Chandler Poole Thompson, hereby certify that I have served true and accurate copies of the foregoing Brief - Appellant's Reply to the following on 08-18-2022:

Taylor Tyson Haywood (Attorney)
1900 Sixteenth Street
Suite 950
Denver CO 80202
Representing: Wells Fargo Bank, N.A.
Service Method: eService

W. Scott Green (Attorney)
Patten, Peterman, Bekkedahl & Green, PLLC
2817 2nd Ave. N. Suite 300
P.O. Box 1239
Billings MT 59103-1239
Representing: Zinvest, LLC
Service Method: eService

Electronically Signed By: Chandler Poole Thompson
Dated: 08-18-2022