

Not Reported in P.3d, 2013 WL 1222789 (Wash.App. Div. 3)
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NOTE: UNPUBLISHED OPINION, SEE RCWA
 2.06.040

Court of Appeals of Washington,
 Division 3.
 MARLIN LEASING CORPORATION, Respondent,
 v.
 ASSOCIATED CREDIT SERVICE, INC., Appellant.

No. 30554–6–III.
 March 26, 2013.

Appeal from Spokane Superior Court; Honorable
[Maryann C. Moreno](#), J.
[Brad Lyle Williams](#), Attorney at Law, Spokane, WA,
[Bradley Boswell Jones](#), [Bradley Boswell Jones](#), PS,
 Vashon, WA, for Respondent.

[Paul J. Wasson II](#), Attorney at Law, Spokane, WA, for
 Appellant.

UNPUBLISHED OPINION

[KULIK](#), J.

*1 Associated Credit Service, Inc. appeals the denial of its motion to vacate a Philadelphia municipal court judgment, contending the trial court erred in concluding that the foreign municipal court had jurisdiction over the dispute. Specifically, it argues that the municipal court lacked subject matter jurisdiction because it is not part of the Pennsylvania state court system and lacked personal jurisdiction because service by mail was improper. The trial court did not err in concluding that the Philadelphia municipal court is a state court and that it had jurisdiction over Associated Credit based on the plain language of the lease between Associated Credit and Marlin Leasing. The lease specified that any law suit would be brought in the state of Pennsylvania, under Pennsylvania law. Associated Credit also agreed to submit to the jurisdiction of the Pennsylvania state court. Finally, Associated Credit received notice of the law suit and chose to ignore it. We affirm the trial court and award attorney fees to Marlin Leasing.

FACTS

Associated Credit Service, Inc., a Washington corporation, signed a 60-month **equipment lease** with “JB II Funding, Inc.” in July 2004. The lease was later assigned to Marlin Leasing Corporation and stated in relevant part:

This lease shall be governed by the laws of the Commonwealth of Pennsylvania. You agree that any suit under this Lease shall be brought in state or federal court in Pennsylvania, and you irrevocably consent and submit to the jurisdiction of such courts. Each party waives any right to a jury trial.

Clerk's Papers (CP) at 13.

As the lease approached its end date, Associated Credit stopped its payments on the lease because it believed that Marlin Leasing had made unauthorized insurance deductions of \$2,263.20 and failed to credit Associated Credit with an advance lease payment of \$1,537.02. Marlin Leasing filed suit in the Pennsylvania Municipal Small Claims Court in 2009 and the court mailed notice of the suit to Associated Credit. Associated Credit accepted service by mail, but decided not to appear in Pennsylvania to defend the suit. Marlin Leasing then obtained a default judgment of \$2,682.72 in September 2009.

Marlin Leasing filed a Notice of Registration of Foreign Judgment on September 19, 2011. Associated Credit moved to vacate the foreign judgment, arguing the Philadelphia municipal court lacked subject matter jurisdiction because it was not a federal or state court and that the court also lacked personal jurisdiction because service by mail was improper.

Marlin Leasing responded that the Philadelphia municipal court was part of the state court system and submitted a page from the state court's website that stated, “The First Judicial District (FJD) of Pennsylvania is composed of the three courts which make up the Philadelphia County Court System; the Court of Common Pleas; Municipal Court; and Traffic Court.” CP at 28.

The court denied Associated Credit's motion to