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8 UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 EASTRIDGE CHRISTIAN ASSEMBLY,

11 Plaintiff,

12 v.

13 HARVESTIME INC,

14 Defendant.

CASE NO. C10-1886 MJP

ORDER DENYING MOTION FOR
SUMMARY JUDGMENT AND
DENYING MOTION FOR
CONTINUANCE OF MOTION FOR
SUMMARY JUDGMENT

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16 THIS MATTER comes before the Court on Defendant Kimberly Lynn Oaster's motion
17 for summary judgment on all claims pending against her. (Dkt. No. 94). Plaintiffs responded to
18 this motion, but also made a motion to continue it citing a need for additional discovery in order
19 to raise their best defense. (Dkt. No. 99.) The Court considered the motion for summary
20 judgment, the response (Dkt. No. 102), the reply (Dkt. No. 109), and all related documents. The
21 Court also considered the motion for a continuance, the response (Dkt. No. 108) and all related
22 documents. The Court DENIES the motion for summary judgment. Because the Court finds
23 Plaintiff adequately defends against the motion for summary judgment, the Court also finds

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ORDER DENYING MOTION FOR SUMMARY
JUDGMENT AND DENYING MOTION FOR
CONTINUANCE OF MOTION FOR SUMMARY
JUDGMENT- 1

1 Plaintiff's motion to continue unnecessary and DENIES it.

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4 **Background**

5 Plaintiff Eastridge Christian Assembly ("ECA") is an Assemblies of God denominational
6 church with locations in West Seattle and Issaquah, Washington. (Dkt. No. 78 at 2.) This lawsuit
7 arises out of a Design Services Agreement ("DSA") ECA entered into with Defendant
8 Harvestime, a Colorado corporation. (Id.) ECA brings this suit against Harvestime, the
9 corporation's principal shareholder Bradley Oaster, his wife Kimberly Oaster, and their marital
10 community, among other defendants. (Id.) The Oasters reside in the state of Colorado. (Id.) Ms.
11 Oaster seeks summary judgment on all claims pending against her. (Dkt. No. 94.)

12 Around September 2003, Mr. Oaster, on behalf of Harvestime, entered into a DSA with
13 ECA to perform certain services, including but not limited to the preparation of design
14 documents for ECA to obtain utility and building permits in order to construct a new church in
15 Issaquah, Washington. (Dkt. No. 78 at 3.) Mr. Oaster agreed to obtain the services of a
16 Washington licensed consultant to provide the design documents, and to coordinate their work
17 while providing construction administration services. (Id.) ECA believes Harvestime was
18 administratively dissolved in February 2003, and was not a corporation in good standing in the
19 state of Colorado at the time of contracting. (Id.)

20 Mr. Oaster obtained the services of architect Patrick Morgan and the company Neujahr &
21 Gorman, also Defendants in this case. (Dkt. No. 78 at 4.) Morgan and Neujahr & Gorman
22 agreed to prepare design documents needed by ECA to obtain necessary building permits and
23 from which the planned new church could be constructed. (Id.) ECA argues Oaster made Morgan

1 and Neujahr & Gorman agents of Harvestime. (Id.) ECA alleges the Oasters, Harvestime,
2 Morgan and Neujahr & Gorman individually and collectively breached their duty to use
3 reasonable care in performing their services, ultimately resulting in injury to ECA. (Dkt. No. 78
4 at 6.)

5 Defendant Kimberly Oaster argues she is implicated in this lawsuit only as the spouse of
6 Bradley Oaster. (Dkt. No. 94 at 2.) She argues that because she and Mr. Oaster are residents of
7 Colorado, a non-community property state, she is not a part of a “marital community” and is not
8 potentially liable for claims against her husband. (Id.) Essentially, Ms. Oaster claims she is an
9 innocent bystander to the conflict between the other Defendants and ECA, and that Plaintiff has
10 not plead facts to establish personal jurisdiction over her in the absence of liability stemming
11 from her marriage. (Id.) ECA responds they believe Ms. Oaster was personally involved in the
12 business dealings of Harvestime that injured ECA, and she was incorporated into the Complaint
13 where it referred to the “Oaster Defendants.” (Dkt. No. 102 at 8.) ECA alleges Ms. Oaster
14 attended business meetings, made representations on behalf of Harvestime, and was otherwise
15 involved in Harvestime projects. (Id.)

16 17 Discussion/Analysis

18 Summary judgment is warranted if no material issue of fact exists for trial. Warren v.
19 City of Carlsbad, 58 F.3d 439, 441 (9th Cir. 1995), cert. denied, 516 U.S. 1171 (1996). The
20 underlying facts are viewed in the light most favorable to the party opposing the motion.
21 Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587 (1986). “Summary
22 judgment will not lie if . . . the evidence is such that a reasonable jury could return a verdict for
23 the nonmoving party.” Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986). The party
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1 moving for summary judgment has the burden to show initially the absence of a genuine issue
2 concerning any material fact. Adickes v. S.H. Kress & Co., 398 U.S. 144, 159 (1970). If the
3 moving party makes this showing, the burden shifts to the nonmoving party to establish the
4 existence of an issue of fact regarding an element essential to that party's case, and on which that
5 party will bear the burden of proof at trial. Celotex Corp. v. Catrett, 477 U.S. 317, 323-24
6 (1986).

7 There are clear issues of material fact precluding summary judgment for Ms. Oaster.
8 Where Ms. Oaster presents herself as an uninvolved bystander who is involved in this litigation
9 only due to marriage, ECA presents her as personally involved in the interactions giving rise to
10 this suit. (Dkt. No. 102 at 12.) Ms. Oaster's argument centers on ECA's inability to reach her as
11 a member of a "marital community" because she and Mr. Oaster do not reside in a community
12 property state. (Dkt. No. 94 at 2.) Ms. Oaster does not argue that even if she were involved in the
13 business dealings of Harvestime and ECA she is still entitled to summary judgment; instead, she
14 argues her lack of personal involvement should free her from this case under Colorado law. The
15 facts do not support the argument the Court only faces a choice of laws question to be resolved
16 by legal analysis.

17 ECA raises several claims that Ms. Oaster participated in the business dealings giving
18 rise to this action. ECA argues Ms. Oaster participated in business meetings of Harvestime and
19 trained employees on money raising techniques, answered the business questions of ECA
20 regarding their contract, and travelled to meet with ECA at ECA's expense, among other
21 activities. (Dkt. No. 102 at 12-13.) Sharon Hanson, a former bookkeeper for Harvestime, states
22 in her declaration that Ms. Oaster had "intimate knowledge" of Harvestime files, had her travel
23 expenses covered by Harvestime, withdrew money from the Harvestime account to pay for

1 household expenses, and picked up and opened company mail. (Dkt. No. 105 at 2-3.) Garth A.
2 Schlemlein, in his supplemental declaration, says he navigated archived versions of the
3 Harvestime website from 2008, 2009, and 2010, where he found a picture of Ms. Oaster under
4 the “team” link with a description indicating she trains and manages the work of different
5 Harvestime employees. (Dkt. No. 111 at 2.) He also indicated Ms. Oaster had a Harvestime.com
6 E-Mail address. (Id.) Evan Hanson, a former contractor for Harvestime, states in his declaration
7 Ms. Oaster frequently answered questions for him regarding Harvestime projects, including the
8 ECA project. (Dkt. No. 104 at 2.) These factual allegations are in stark contrast to the image of a
9 non-participatory spouse presented by Ms. Oaster. Due to the inconsistent facts presented,
10 summary judgment is DENIED.

11 ECA brings a motion to continue Ms. Oaster’s motion for summary judgment, arguing a
12 need to do more discovery to best make their case against the motion. (Dkt. No. 99 at 1.) ECA
13 adequately raises several issues of material fact in their response brief to the motion for summary
14 judgment, and no additional discovery is needed. This motion is DENIED.

15 16 **Conclusion**

17 The conflicting facts surrounding Ms. Oaster’s involvement with the activity giving rise
18 to this litigation do not support summary judgment. The motion for summary judgment is
19 DENIED. Because the issues in the motion for summary judgment were fully briefed and the
20 motion was denied, ECA’s motion for a continuance of Ms. Oaster’s motion for summary
21 judgment is DENIED.

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1 The clerk is ordered to provide copies of this order to all counsel.

2 Dated this 14th day of February, 2013.

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4 Marsha J. Pechman
5 Chief United States District Judge

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