



ROBERTS | FREEBOURN, PLLC

120 N. Stevens Street, Ste. 300 | Spokane, WA 99201

Phone: (509) 381-5262 | Facsimile: (509) 473-9026

** Kevin W. Roberts

* Chad H. Freebourn

** Admitted in WA, OR, ID & MT

* Admitted in WA & ID

November 17, 2025

Ms. Morgan Ashley
Anchor/Executive Producer KHQ
1201 W. Sprague Ave.
Spokane, WA 99201

VIA EMAIL:

Morgan.ashley@nonstoplocal.com

**Re: Alvis et al. v. Basck, LLC et al.
Spokane County Superior Court 24-2-06116-32**

Ms. Ashley:

As you know my firm represents several of the Defendants in Spokane County Superior Court Cause No. 24-2-06116-32. Unfortunately, my schedule has made it so I am unable to sit for an interview today.

However, I think you should be aware this matter is a private dispute that is in active litigation. It appears that the Plaintiffs may not have provided you a full picture when it comes to this dispute. Currently, the Court is considering a Motion for Summary Judgment to dismiss this action and it appears that Plaintiffs' request attempt to make this a story and is intended to interfere with the legal process, by making accusations that are not supported by what has actually occurred. I'm providing you several of the Declarations from this matter which make it clear the accusations are not valid.

Enclosed are:

Declaration of Alan Hurd 9/12/25;
Declaration of Trina Ford 9/12/25;
Declaration of Brett Nelson 10/9/25;
Declaration of Darren Digacinto 9/12/25;
Declaration of Kyle Nolte 9/12/25;
Declaration of Stephen Ford 9/12/25;
Supplemental Declaration of Kyle Nolte 10/3/25;
Order on Plaintiffs Amended Motion for Protective order, Sanction and Witness
Tampering 7/30/25; and
Findings of Fact Conclusion of Law re: Attorney Fees 9/26/25

At the heart of this lawsuit is the fact that these were loans Plaintiffs pursued for business purposes. For Mr. Alvis, he sought funds to remodel a house that he had used for a commercial

marijuana growing operation. For Mr. Brimmer, they represented the funds were to perform work on a house that they were remodeling as an income producing rental. They also represented that they resided in California and the property in question was an investment property. In both instances, the loans were made based on the representations of the Plaintiffs. The laws which Plaintiff brought this case under do not apply to these types of commercial transactions. More disturbing about the accusations is the fact these Plaintiffs have taken the loan funds, used them and have failed and refused to re-pay the funds. A review of the actual loan documents confirm these loans are not usury and when asked in Court, Plaintiff's Counsel could not identify any damages his clients have suffered. Instead, this lawsuit appears to be an attempt by Plaintiffs to avoid their responsibility to repay money they borrowed.

In addition, this case is one in which Plaintiffs' Counsel has already been sanctioned for baseless actions he has taken against my clients. Contrary to what you may have been told, this is a simple contract dispute where Plaintiffs have failed to repay money.

In fairness to all concerned, it appears that the timing of this story is intended to improperly attempt to influence the Court with regard to a pending motion to dismiss the action. We would request that if you believe there is some public interest that you withhold the story until Judge Plese issues her decision.

Regards,

ROBERTS | FREEBOURN, PLLC

Kevin Roberts

KWR/hn

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2
3 **RECEIVED**

4 SEP 12 2025

5 **SUPERIOR COURT**
6 **ADMINISTRATORS OFFICE**
7 **SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE**

8 JEREMY ALVIS, STEVEN BRIMMER,
and CYNTHIA OBRIEN;

9 Plaintiffs,

10 v.

11 BASCK LLC; DIAMOND ROCK
12 PROPERTIES LLC; UNITED
13 PROCESSING SERVICES INC; PACIFIC
14 MORTGAGE CENTER LLC; ALAN
15 HURD and JANE DOE HURD, Spouse;
16 HOME CENTER DESIGN &
17 CONSTRUCTION LLC; RICK HURD
18 and NANCY HURD, spouse; STEPHEN
19 FORD; FORD & MORTENSEN, PS a.k.a.
FORD, DALTON & MORTENSEN, PS;
TCF PROPERTIES, LLC; DIAMOND
ROCK FINANCIAL LLC; ROBERT
"BOB" CALHOUN and JANE DOE
CALHOUN, Spouse; and STEVEN
SCHNEIDER;

20 Defendants.

Case No. 24-2-06116-32

**DECLARATION OF ALAN HURD IN
SUPPORT OF MOTION FOR SUMMARY
JUDGMENT**

21 I, Alan Hurd, under penalty of perjury under the laws of the State of Washington declare
22 and state as follows:

- 23 1. I am one of the Defendants in this matter.
24 2. I am the owner of Private Money Capital, LLC, a Montana Limited Liability Company.
25

**DECLARATION OF ALAN HURD IN
SUPPORT OF MOTION FOR
SUMMARY JUDGMENT- 1**

ROBERTS | FREEBOURN, PLLC
120 N. Stevens St., Suite 300
Spokane, WA 99201
(509) 381-5262

COPY

- 1 3. Jeremy Alvis applied for a commercial loan with Private Money Capital on July 21, 2021.
- 2 4. Jeremy Alvis had an existing loan with Wells Fargo at that time.
- 3 5. Jeremy Alvis breached his loan agreement with Wells Fargo by operating a commercial
- 4 Marijuana Production facility on the property.
- 5 6. Attached as Exhibit A is a true and correct copy of the Better Business Bureau listing
- 6 Cultured Elements Holdings address as 13120 W. Meadow Lake Rd Ste A. Cheney WA
- 7 which is a commercial business located at Jeremy Alvis property.
- 8 7. Attached as Exhibit B is a true and correct copy Cultured Elements Instagram Account.
- 9 8. Attached as Exhibit C is a true and correct copy of Cultured Elements Holdings, LLC
- 10 from Opengovwa.com.
- 11 9. With a marijuana business on Jeremy Alvis property, commercial financing was his only
- 12 option as traditional banks do not finance commercial marijuana facilities.
- 13 10. Jeremy Alvis gutted the house for his commercial operation which breached the contract
- 14 with Wells Fargo.
- 15 11. Jeremy Alvis needed over \$250,000 to complete the house for bathrooms, kitchen and
- 16 many more repairs to make the property marketable to sell.
- 17 12. Attached as Exhibit D is a true and correct copy of Jeremy Alvis' July 2021 Commercial
- 18 Loan Application.
- 19 13. Attached as Exhibit E is a true and correct copy of the signed Promissory Note by Jeremy
- 20 Alvis dated July 29, 2021.
- 21 14. A commercial business loan was Jeremy Alvis only option to get the repairs completed.
- 22 Private Money capital brokered a commercial loan for the client.
- 23 15. Jeremy Alvis had a construction company licensed on the property.
- 24
- 25

1 16. Attached as Exhibit F is a true and correct copy of the Secretary of State's Annual Report
2 listing Alpine Peak Construction's address as 13120 W. Meadow Lake Rd, Cheney WA
3 99004-9034.

4 17. Jeremy Alvis applied for a conventional loan in 2022 and was denied due debt to income
5 ratio.

6 18. Attached as Exhibit G is a true and correct copy of Jeremy Alvis' 2022 Conventional
7 Loan Estimate.

8 19. Attached as Exhibit H is a true and correct copy of Jeremy Alvis' Denial letter from
9 United Processing Services.

10 20. Steven Brimmer supplied an application to Private Money Capital that stated he lives in
11 California and his industrial business runs there.

12 21. Attached as Exhibit I is true and correct copy of Steven Brimmer's Application dated
13 5/26/22.

14 22. Steven Brimmer asked for a loan on a rental in Spokane, WA that he owned free and
15 clear. When the title report was ran another name was on title. Steven Brimmer said it
16 is his girlfriend and he had Power of Attorney to sign her side of the documents and
17 represented the house was a rental property being used for commercial purposes – to rent
18 for income.

19 23. Attached as Exhibit J is a true and correct copy of the Power of Attorney for Cynthia
20 OBrien.

21 24. Steven Brimmer had performed on the debt with on-time payments and requested to loan
22 more money for the commercial enterprise. The existing lenders on this commercial loan
23 didn't extend more credit to him.
24
25

- 1 25. Private Money Capital reached out to different private money lenders to get a new private
2 loan funded for Steven Brimmer.
- 3 26. New private money lenders funded the transaction for Steven Brimmer and Steven Ford
4 and Wes Mortensen was the closing attorney for this transaction.
- 5 27. Steven Brimmer defaulted on the loan.
- 6 28. Bob Calhoun was the independent contractor that referred the loan to Private Money
7 Capital, Bob Calhoun had no clue there was an owner occupant in the house. As the
8 contact was with Steven Brimmer and relied on the representations of Brimmer that it
9 was a rental property operated for commercial purposes – rental income. All the
10 documents supplied were as an investment rental commercial loan.
- 11 29. Pacific Mortgage Center, LLC is a licensed Idaho Mortgage Brokerage.
- 12 30. Home Center Design and Construction reviewed the draw requests for loans made.
- 13 31. I have not personally acted in any individual capacity with regard to plaintiff's claims.
- 14 32. Rick Hurd is the Manager of Home Center Design and Construction.
- 15 33. Nancy Hurd is the Owner of Home Center Design and Construction.
- 16 34. Rick and Nancy Hurd have not acted in any individual capacity with regard to
17 transactions at issue in Plaintiff's claims.
- 18 35. Robert Calhoun is an Independent Contractor that provides commercial loans to Private
19 Money Capital for review.
- 20 36. United Processing Services, Inc. d/b/a Pacific Mortgage Center did not provide any funds
21 or loans to the parties and is not a party to the Agreements at issue.
- 22 37. United Processing did not receive any compensation for the Plaintiffs' transactions.
- 23
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I declare under penalty of perjury and the laws of the State of Washington that the

foregoing is true and correct.

DATED this 12th day of September 2025.


Alan Hurd

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DECLARATION OF ALAN HURD IN
SUPPORT OF MOTION FOR
SUMMARY JUDGMENT- 5

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Spokane, WA 99201
(509) 381-5262

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I caused to be served a true and correct copy of the foregoing document to the below individuals as follows on the date set forth below:

- ☐ HAND DELIVERY
- ☒ U.S. MAIL, POSTAGE PREPAID
- ☐ OVERNIGHT MAIL
- ☐ FAX TRANSMISSION
- ☒ EMAIL
- ☐ E-SERVICE

John Pierce
Law Office of John Pierce, P.S.
224 2nd St., #330
Cheney, WA 99004
john@lawps.com
Counsel for Plaintiffs

- ☐ HAND DELIVERY
- ☐ U.S. MAIL, POSTAGE PREPAID
- ☐ OVERNIGHT MAIL
- ☐ FAX TRANSMISSION
- ☐ EMAIL
- ☐ E-SERVICE

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Wood Smith Henning & Berman
801 Kirkland Ave, Suite 100
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ss@stevenschneiderlaw.com
ctroy@wshblaw.com
Counsel for Steven Schneider

- ☐ HAND DELIVERY
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- ☐ OVERNIGHT MAIL
- ☐ FAX TRANSMISSION
- ☒ EMAIL
- ☐ E-SERVICE

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Piskel Yahne Kovarik, PLLC
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Counsel for Diamond Rock Financial

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- ☐ OVERNIGHT MAIL
- ☐ FAX TRANSMISSION
- ☒ EMAIL
- ☐ E-SERVICE

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Casey E. Clifton
Stamper Rubens, P.S.
720 W. Boone, Suite 200
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knolte@stamperlaw.com
cclifton@stamperlaw.com
Counsel for Stephen Ford, and Ford & Mortenson, P.S.

- ☐ HAND DELIVERY
- ☒ U.S. MAIL, POSTAGE PREPAID
- ☐ OVERNIGHT MAIL
- ☐ FAX TRANSMISSION
- ☒ EMAIL
- ☐ E-SERVICE

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Chrstine Meegan
Winston & Cashatt Lawyers
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DECLARATION OF ALAN HURD IN
SUPPORT OF MOTION FOR
SUMMARY JUDGMENT- 6

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Counsel for TCF Properties, LLC &
Basck, LLC

On this 17 day of September 2025.


Heather Nash

DECLARATION OF ALAN HURD IN
SUPPORT OF MOTION FOR
SUMMARY JUDGMENT- 7

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Better Business Bureau®

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Marijuana Grower

Cultured Elements

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Cultured Elements

13120 W Meadow Lake Rd Ste A

Cheney, WA 99004

BBB Accreditation & Rating

Cultured Elements is NOT a BBB Accredited Business.

To become accredited, a business must agree to [BBB Standards for Trust](#) and pass BBB's vetting process.

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BBB Rating

A+

 How are BBB ratings calculated?

About This Business

Years in Business: 7

Business Details

Local BBB: [BBB Great West + Pacific](#)

BBB File Opened: 7/14/2019

Business Started: 12/5/2017

Business Management:

James Wuerch, Principal

Additional Contact Information

Principal Contacts

James Wuerch, Principal

Customer Contacts

James Wuerch, Principal

Additional Information

Business Categories

[Marijuana Grower](#), [Cannabis](#)

More Resources

[BBB Reports On: Known Marketplace Practices](#)

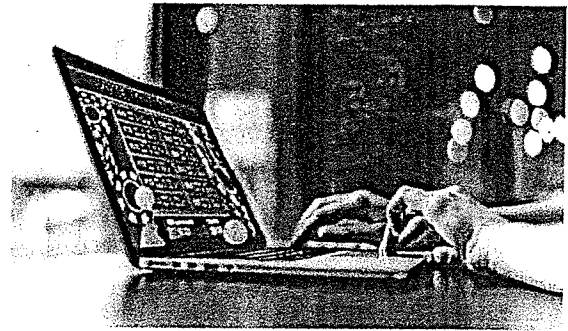
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cultured_elements

Cultured Elements Cannabis Co

15 posts 303 followers 167 following

I-502 Producer/Processor. Aeroponic, slow cured, hand trimmed. cultured.elements@gmail.com
21+



https://www.instagram.com/cultured_elements/

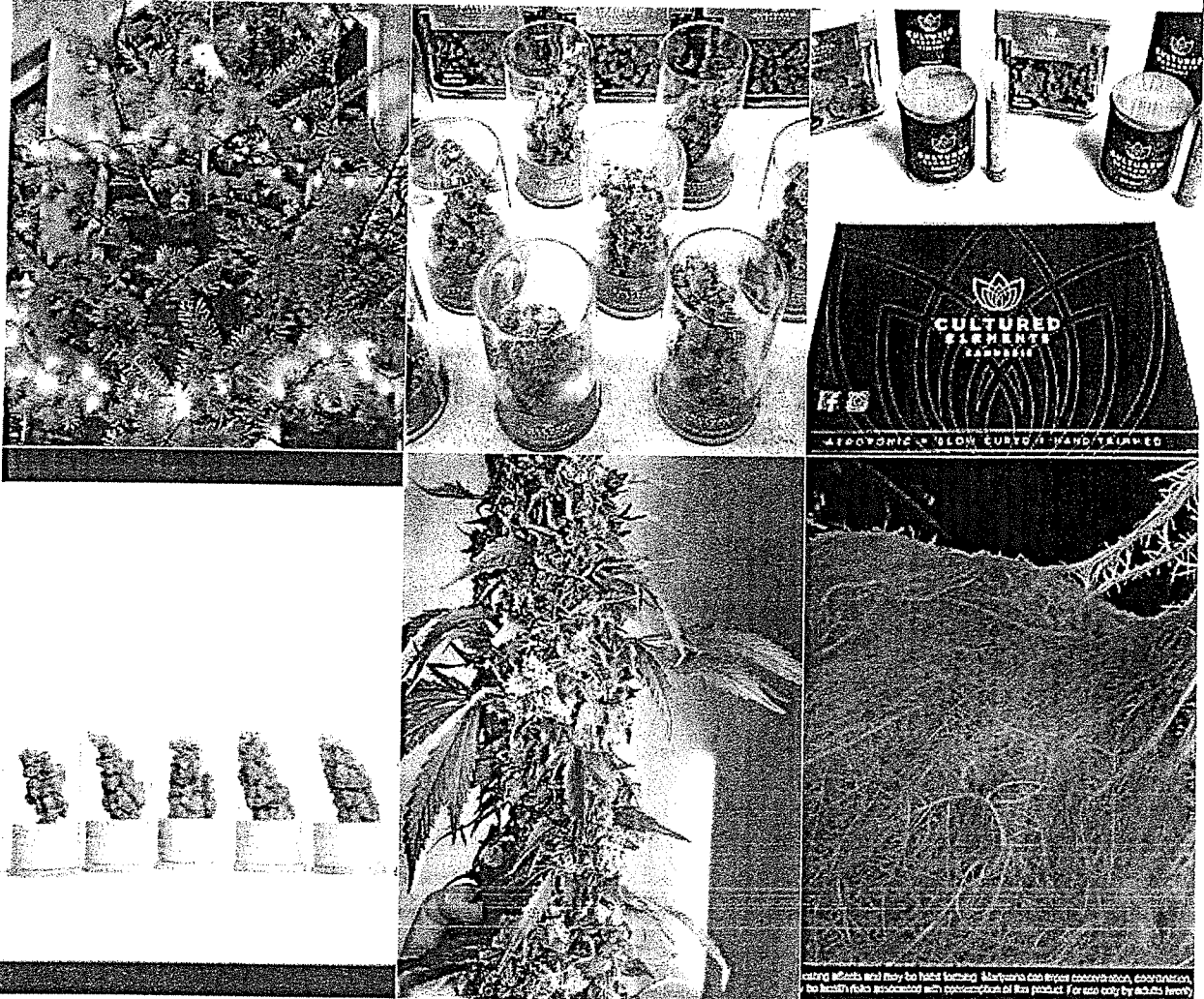
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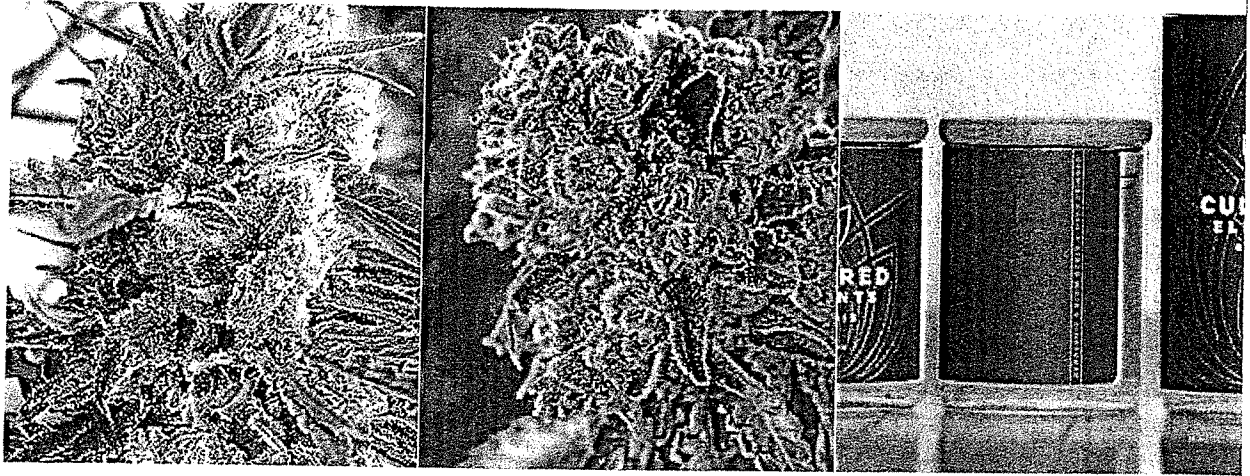
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Cultured Elements Holdings L.L.C.

5092510513 · 13120 W. Meadow Lk Rd #A, Cheney, WA 99004

Overview

CULTURED ELEMENTS HOLDINGS L.L.C. is a business entity in Cheney, Washington registered with the Secretary of State of Washington State. The Unified Business Identifier (UBI) of the entity is #603478028, the entity type is *Wa Limited Liability Company* and the business category is *Limited Liability Regular*. The entity was incorporated on February 14, 2015 in Washington, expiring on February 28, 2023. The current entity status is *Active*. The registered business location is at 13120 W. Meadow Lk Rd #A, Cheney, WA 99004, with contact phone number 5092510513. The registered agent of the business is *Jeremy Alvis*. The agent office address is 13120 W Meadow Lk Rd #A, Cheney, WA 99004. The officers of the entity include Jeremy Alvis, Darrell Alvis (GOVERNOR).

Business Information

UBI 603478028
Unified Business Identifier (UBI)

Business Name CULTURED ELEMENTS HOLDINGS L.L.C.

Physical Address 13120 W. Meadow Lk Rd #A
Cheney
WA 99004

Mailing Address 13120 W. Meadow Lk Rd #A
Cheney
WA 99004

Type PROFIT - WA LIMITED LIABILITY COMPANY

Category Limited Liability Regular

Record Status Active

Incorporation State WASHINGTON

Incorporation Date 2015-02-14

Expiration Date 2023-02-28

Duration PERPETUAL



Email cultured.elements(a)gmail.com

Telephone 5092510513

Registered Agent Information

Registered Agent Name JEREMY ALVIS

Registered Agent Address 13120 W Meadow Lk Rd #A
Cheney
WA 99004

Business Officers

Title	Officer Name	Address
	JEREMY ALVIS	
GOVERNOR	DARRELL ALVIS	

Corporation Documents History

Document Type	Completed Date
Annual Report	2022-02-27T11:48:26
Annual Report Due Date Notice	2022-01-04T23:02:13
Annual Report	2021-02-28T12:57:32
Annual Report Due Date Notice	2021-01-01T03:59:45
Annual Report	2020-04-05T17:13:27
Delinquent Annual Report Notice	2020-03-01T01:39:41
Annual Report Due Date Notice	2020-01-01T04:42:55
Annual Report	2019-03-25T09:36:44
Delinquent Annual Report Notice	2019-03-01T01:25:14
Annual Report Due Date Notice	2019-01-01T05:06:35
Annual Report	2018-03-18T14:29:57
Delinquent Annual Report Notice	2018-03-01T01:37:54
Annual Report Due Date Notice	2018-01-01T04:22:22

Annual Report	2017-03-01T00:00:00
Annual Report	2016-02-01T00:00:00
Initial Report	2015-02-18T14:17:37
Certificate of Formation	2015-02-18T14:16:34

Businesses with the same agent

Business Name	Address	Registered Agent Name	Incorporation Date
Ctg Contracting, Inc.	3314 Se Stark St, Portland, OR 97214	Jeremy Alvis	2007-09-12

Officer Information

Officers

Officer Name	Title	Address
JEREMY ALVIS		
DARRELL ALVIS	GOVERNOR	

Businesses with the same officer (DARRELL ALVIS)

Business Name	Address	Registered Agent Name	Incorporation Date
Cultured Elements L.L.C.	13120 W Meadow Lake Rd Ste A, Cheney, WA 99004-9034	Darrell H Alvis	2014-11-04

Location Information

Street Address 13120 W. MEADOW LK RD #A

City CHENEY

State WA

Zip 99004
Code

Country USA

Businesses in the same zip code

Business Name	Address	Registered Agent Name	Incorporation Date
Epi Trans LLC	10520 N Lingonberry Rd, Cheney, WA 99004	Truck Insurance Office, Inc	2022-09-22
Diana-Bianna Mercy Agape Home LLC	8214 S Allora Ct, Cheney, WA 99004	James Boker II	2022-06-28
Zip's Sprague, Inc.	911 W 1st St, Cheney, WA 99004	Curtis Griffin	2022-11-17
Noble Waves, LLC	1909 W Betz Road, Apt. 19306, Cheney, WA 99004	The Levy Law Firm, PLLC	2021-06-23
The Wright Way Health and Wellness, LLC	20908 W Blue Heron Rd, Cheney, WA 99004	Roxanne Wright	2021-10-07
Thor's 57th Duplex LLC	4414 W Jensen Rd, Cheney, WA 99004	Boone Plager	2022-04-14
Jumbles Foods, LLC	800 W 1st St 9a, Cheney, WA 99004	Benjamin Broderick	2021-01-01
The Brandner Company, LLC	13811 W. Williams Lake Road, Cheney, WA 99004	Steven Anderson	2021-12-10
Urzua LLC	129 1st St, Cheney, WA 99004	Rt Consulting & Accounting	2021-12-08
Kgm Auto Sales Corp	103 W 1st St, Cheney, WA 99004	Yuri Inaba	2022-03-16

Find all businesses in the same zip code



804 W Boone Ave, Spokane, WA, 99201
Direct: (800)469-0409 • (509)926-1755 • Fax: (888)371-1020

Date: 07/21/2021	Loan Amount: \$615,000	Purpose: Refinance	Improvement Planned: Finish house
Borrower's Name: Jeremy A Jvis		Co-Borrower's Name:	
Soc. Security No.:	Home Phone:	Home Phone:	Soc. Security No.:
e-mail address: alvislb@gmail.com	Cell Phone: 509-251-0513	Cell Phone:	e-mail address:
DOB: 05/08/2073	married, unmarried, or separated: unmarried	Dependents (ages): 0	DOB: married, unmarried, or separated: Dependents (ages):
Present Address: 13120 W. Meadow Lake Rd.		City: Cheney	State: WA Zip: 990045 How long: 17
Former Address (if less than 2 years):		City:	State: Zip: How long:
Borrower's Employer: Self/ Alpine Peak Construction LLC	Position: Owner	Type of Business: Construction	Gross Monthly Income: \$
Employer's Address: P.O. Box 252 Cheney, WA 99004		Phone & Extension No.:	How long Employed: 16 years
Borrower's Former Employer (if less than 2yrs):		Address:	How long Employed:
Co-Borrower's Employer:	Position:	Type of Business:	Gross Monthly Income: \$
Employer's Address:		Phone & Extension No.:	How long Employed:
Gross Monthly Income: Borrower \$ Co-Borrower \$ Other \$ Total \$ 0		Source of Other Income (including Rentals and Compensation). Income from alimony, child support or maintenance need not be disclosed unless you so choose. none	
Location of Property to be Improved or Constructed: 13120 W. Meadow Lake Rd Cheney, WA 99004		Existing Square Footage: 2500 sq. ft.	Square Footage of New Addition, Details: 1000
Date Purchased:	Purchase Price \$	Down Payment \$	Market Value \$950,000 Bedrooms: 4 Baths: 4.5 Extras: A lot. Bob Callahan has the notes.
First Mortgage Holder: Wells Fargo		Monthly Payment: \$2500	Balance Owning: \$369,000 Impounds? Yes ☒ No ☒ Rate: 4.125 %
Second Mortgage Holder:		Monthly Payment: \$	Balance Owning: \$ Impounds? Yes ☐ No ☐ Rate: %
Other Liens on Title:		Monthly Payment: \$	Balance Owning: \$ Impounds? Yes ☐ No ☐ Rate: %
Other Property Location:			
Date Purchased:	Purchase Price \$	Market Value \$	Property Type: Lender: Monthly Payment \$ Balance Owning \$
Other Property Location:			
Date Purchased:	Purchase Price \$	Market Value \$	Property Type: Lender: Monthly Payment \$ Balance Owning \$
Name of Bank and Address of Branch (Checking): STCU		Present Balance:	
Name of Bank and Address of Branch (Savings):		Present Balance:	
Other Assets- Stocks, Bonds, Retirement, Etc.			
Notes/ comments:			

The undersigned solemnly declares and certifies that the above gives a full, true and correct statement of the financial condition of the undersigned as of the date above stated, and that I (we) understand the meaning of the item of the financial statement. We hereby authorize Pacific Mortgage Center to transfer the above information to any other credit Application at their discretion and also authorize any officer of same to sign our names for the purpose of obtaining Loan Commitments.

Signature

Signature

Date

7/21/21

EXHIBIT

P

HURD 000061

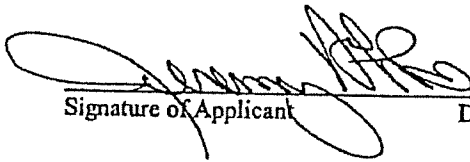


GENERAL AUTHORIZATION

I hereby authorize Pacific Mortgage Center to verify my past and present employment, earnings records, bank accounts, stock holdings and any other asset balances needed to process my mortgage application.

I further authorize Pacific Mortgage Center to order a mortgage credit report and verify all other credit information, including past and present mortgage and landlord references. It is understood that a photocopy of this document shall also serve as an authorization to provide the information requested.

The information obtained is only to be used in the processing of my mortgage loan application.

 7/21/21 
Signature of Applicant Date Social Security Number

Signature of Applicant Date Social Security Number

157 S Monroe Spokane WA 99201
Ph. 509-926-1755
Fax. 888-371-1020

PROMISSORY NOTE

\$617,500.00

July 29, 2021
Spokane, Washington

1. **PROMISE TO PAY:** FOR VALUE RECEIVED, Jeremy F Alvis, a single person (hereinafter referred to as "Maker"), promises to pay Diamond Rock Financial, LLC, a Washington limited liability company, as to a 90% interest, and TCF Properties, LLC, a Washington limited liability company, as to a 10% interest, (hereinafter referred to as "Holder"), or order, at Allegro Escrow, 12423 E Broadway Ave, Spokane Valley, WA 99216, or such other place as may be designated by the Holder, from time to time, the principal sum of Six Hundred Seventeen Thousand Five Hundred and 00/100 (\$617,500.00) with interest from July 30, 2021, on the terms and conditions set forth herein.
2. **INTEREST RATE:** The rate of interest on the unpaid balance of this Note shall be Ten and one half percent (10.50%) per annum, calculated on a 30-day month and a 360-day year.
3. **PAYMENT:** Maker shall pay monthly payments in the amount of \$5,403.13 commencing September 1, 2021 and continuing on the same day of each succeeding calendar month until this Note shall have been paid in full.
4. **MATURITY:** The remaining principal balance, together with all accrued and unpaid interest, if any, shall be due and payable in full on or before April 29, 2022.
5. **PREPAYMENT PENALTY:** N/A
6. **PERSONAL TO MAKER.** This Promissory Note and Deed of Trust are personal to the Makers and they may not sell or transfer their interest in the real property without the prior written consent of the Holder; and, in the event of a sale or transfer without the prior written consent of the Holder, the Holder may, at its option, declare the entire balance due and payable.
7. **LATE CHARGE:** Maker shall pay to Holder a late charge of ten percent (10%) of each payment due if not received by Holder or (Holder's collection agent) within five (5) days of the date the same is due.
8. **DEFAULT INTEREST:** This Note shall bear interest at the rate of eighteen percent (18%) per annum after maturity.
9. **MAKER'S REPRESENTATION:** The loan being obtained herein by Maker is solely for business and investment purposes. This loan is not being obtained to pay consumer, household, personal or family debts of Maker. 13120 W Meadow Lake Rd., Cheney, WA 99004 is not being occupied as a primary residence by any of the Makers. Holder would not make this loan to Maker without this specific warranty and representation by Maker.
10. **TAXES AND INSURANCE:** Maker shall pay all real estate taxes and hazard insurance premiums pursuant to Paragraphs (2) and (3) of the Deed of Trust securing this obligation and shall provide Holder with annual proof that the same have been timely paid. In the



event the Maker fails to pay taxes and/or insurance when due, then Holder may pay taxes, and/or insurance when due.

11. **ACCELERATION**: In the event any payments required by this Promissory Note are not paid when due, and remain unpaid after a date specified by a notice to Maker, or in the event Maker violates any of the terms and conditions of the Deed of Trust securing this Promissory Note, and such default remains uncured after a date specified by a notice to Maker, then the whole sum of both principal and interest shall become due and payable at once without further notice at the option of the Holder hereof. The date specified shall not be less than thirty (30) days from the date the notice is given to Maker in accordance with Paragraph 19 hereof.

12. **ATTORNEY'S FEES**: In the event of a default hereunder and/or in the event of a filing of a petition of bankruptcy by or against the undersigned, the Holder of this Note shall be entitled to recover all attorneys fees and costs incurred by the Holder of this Note relating to this Note, whether or not a legal proceeding is commenced to collect upon the Note, including reasonable attorney's fees and costs incurred for collection proceedings, bankruptcy proceedings (such as efforts to modify or vacate any automatic stay or injunction, to file proofs of claim, to attend meetings of creditors and to object to any proposed disclosure statement or plan of reorganization), appeals, and any post-judgment collection services in enforcing this Note to the extent not prohibited by application of law.

13. **WAIVER OF PRESENTMENT**: Presentation for payment, notice of dishonor, protest and notice of protest are hereby waived.

14. **NON-WAIVER**: Failure to exercise any right or option of holder shall not constitute a waiver of the right to exercise such right or option if Maker is in default hereunder.

15. **SECURITY OF NOTE**: This Promissory Note shall be secured by a Deed of Trust granted by Maker to Holder of even date herewith upon the real property described therein. Reference is made to such Deed of Trust for further rights of acceleration of the indebtedness evidenced by this Promissory Note, and for further obligations of the parties hereto as to payment of taxes and insurance.

16. **EXECUTION AS PRINCIPAL**: Each Maker of this Note executes the same as a principal and not as a surety.

17. **APPLICABLE LAW**: This Promissory Note shall be construed and enforced in accordance with the laws of the State of Washington.

18. **ESCROW**: Allegro Escrow, 12423 E Broadway Ave, Spokane Valley, WA 99216.

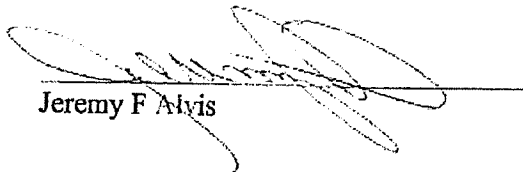
19. **NOTICES**: All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Note or the Deed of Trust securing this Note shall be in writing and shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth below:

- a) To Maker: Jeremy F Alvis
PO BOX 252
Cheney, WA 99004
- b) To Holder: Diamond Rock Financial, LLC
2602 N Sullivan Rd
Spokane Valley WA 99216
- TCF Properties, LLC
6808 S Jackson Ridge Ln
Greenacres WA 99016

PROVIDED, HOWEVER, that such address may be changed upon five (5) days written notice thereof similarly given to the other party. Such notice, demand request, consent, approval and other instrument shall have been deemed to have been served on the third (3rd) day following the date of mailing.

20. **ENTIRE AGREEMENT:** This Promissory Note and the Deed of Trust contain the entire agreement between the parties, and no agreement shall be effective to change or modify this promissory note unless such agreement is in writing and duly signed by the parties hereto.

Oral Agreements or Oral Commitments to loan Money, Extend Credit, or to Forbear from Enforcing Repayment of a Debt are Not Enforceable Under Washington Law.


Jeremy F Alvis



WASHINGTON
Secretary of State
Corporations & Charities Division

Filed
Secretary of State
State of Washington
Date Filed: 01/09/2025
Effective Date: 01/09/2025
UBI #: 602 480 329

EXPRESS ANNUAL REPORT WITHOUT CHANGES

BUSINESS INFORMATION

Business Name:
ALPINE PEAK CONSTRUCTION LLC

UBI Number:
602 480 329

Business Type:
WA LIMITED LIABILITY COMPANY

Business Status:
ACTIVE

Principal Office Street Address:
13120 W MEADOW LAKE RD, CHENEY, WA, 99004-9034, UNITED STATES

Principal Office Mailing Address:
PO BOX 252, CHENEY, WA, 99004-0252, UNITED STATES

Expiration Date:
03/31/2026

Jurisdiction:
UNITED STATES, WASHINGTON

Formation/Registration Date:
03/07/2005

Period of Duration:
PERPETUAL

Inactive Date:

Nature of Business:
CONSTRUCTION

REGISTERED AGENT RCW 23.95.410

Registered Agent Name	Street Address	Mailing Address
JEREMY F ALVIS	13120 W MEADOW LAKE RD, CHENEY, WA, 99004-9034, UNITED STATES	PO BOX 252, CHENEY, WA, 99004-0252, UNITED STATES

GOVERNORS

Title	Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		JEREMY	ALVIS

This document is a public record. For more information visit www.sos.wa.gov



Work Order #: 2025010900029713 - 1
Received Date: 01/09/2025
Amount Received: \$70.00
PRIVATE MONEY CAP 000024

CONTROLLING INTEREST

1. Does this entity own (hold title) real property in Washington, such as land or buildings, including leasehold improvements?
- No
2. In the past 12 months, has there been a transfer of at least 16-2/3 percent of the ownership, stock, or other financial interest in the entity?
- No
 - a. If "Yes", in the past 36 months, has there been a transfer of controlling interest (50 percent or greater) of the ownership, stock, or other financial interest in the entity?
- No
3. If you answered "Yes" to question 2a, has a controlling interest transfer return been filed with the Department of Revenue?
- No

You must submit a Controlling Interest Transfer Return form if you answered "yes" to questions 1 and 2a.

Failure to report a Controlling Interest Transfer is subject to penalty provisions of RCW 82.45.220.

For more information on Controlling Interest, visit www.dor.wa.gov/REET.

CONFIRMATION EMAIL ADDRESS

Note: Please enter in the email address you would like confirmation sent of this annual report and payment receipt.

Email Address:

ALPINEPEAKCO@GMAIL.COM

EMAIL OPT-IN

By checking this box, I hereby opt into receiving all notifications from the Secretary of State for this entity via email only. I acknowledge that I will no longer receive paper notifications.

AUTHORIZED PERSON

Person Type:

INDIVIDUAL

First Name:

JEREMY

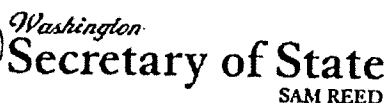
Last Name:

ALVIS

Title:

OWNER

☒ This document is hereby executed under penalty of law and is to the best of my knowledge, true and correct.



08/18/2005 681472
\$10.00 Check #2153
Tracking ID: 959244
Doc No: 681472-001

**INITIAL ANNUAL REPORT
FEE: \$10.00**

RETURN COMPLETED FORM AND PAYMENT TO:
(Checks made payable to "Secretary of State")

Corporations Division
801 Capitol Way South
PO Box 40234
Olympia, WA 98504-0234

FILED
SECRETARY OF STATE
SAM REED

AUGUST 18, 2005

STATE OF WASHINGTON

Entity Name: VERTICAL WORKS LLC

Payment Due By: 7/5/2005

Unified Business Identifier: 602-480-329

State of Incorporation: WA

Inc./Qual. Date: 3/7/2005

TO AVOID DISSOLUTION/REVOCAION, AN INITIAL ANNUAL REPORT MUST BE FILED AND PROCESSED PRIOR TO: 7/5/2005

Current Registered Agent/Office JEREMY ALVIS 13120 W MEADOW LK P O BOX 252 CHENEY, WA99004	Registered Agent/Office Changes <i>(Changes must be approved by the Board of Directors)</i>
	New Registered Agent Name <u>KERISA G. ALVIS</u>
	Consent to Appointment <u><i>Kerisa G. Alvis</i></u> Signature of New Registered Agent
	Required Street Address <u>13120 W. MEADOW LAKE RD.</u>
	City <u>CHENEY</u> State <u>WA</u> Zip Code <u>99004</u>
Optional Mailing Address _____	
City _____ State <u>WA</u> Zip Code _____	

INITIAL ANNUAL REPORT SECTION MUST BE FILLED IN COMPLETELY - TYPE OR PRINT IN BLACK INK

Principal place of business in WA 1320 W. MEADOW LAKE, RO. CHENAY WA 99004
Address City Zip

Telephone (505) 251-0513 Email _____ Nature of Business PAINTING SERVICE

Foreign Entities - Principal office address in state/country of Origin

Address	City	State	Zip	Country
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CORPORATION: Print or type names and addresses of corporate officers and directors including President, Vice President, Secretary, and Treasurer. If applicable the Chair of the Board of Directors and Directors. **LLC:** Print or type names and addresses of Members or Managers. (attach additional list if necessary)

1. JEREMY ALVIS MEMBER MANAGER P.O. BOX 252 CHENEY WA 99004

Name Title Address City State Zip

Name	Title	Address	City	State	Zip
------	-------	---------	------	-------	-----

Name	Title	Address	City	State	Zip
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Name	Title	Address	City	State	Zip
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Name	Title	Address	City	State	Zip
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SIGNATURE *Signature of Chairman of the Board, Officer, Member or Manager listed above*

Type or Print Name and Title

Date _____

CORPORATIONS INFORMATION AND ASSISTANCE – 360/753-7115 (TDD 360/753-1485)

PRIVATE MONEY CAP 00882601-004 11/03

585 South Blvd E Pontiac, MI 48341

Save this Loan Estimate to compare with your Closing Disclosure.

Loan Estimate

DATE ISSUED 10/18/2022
 APPLICANTS Jeremy Alvis
 Cheney, WA 99004-0252

PROPERTY 13120 W Meadow Lake Rd
 Cheney, WA 99004
 EST. PROP. VALUE \$1,000,000

LOAN TERM 30 years
 PURPOSE Refinance
 PRODUCT Fixed
 LOAN TYPE ☒ Conventional ☐ FHA ☐ VA ☐
 LOAN ID #
 RATE LOCK ☐ NO ☒ YES, until 12/2/2022 at 5:00 PM EST
 Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 11/1/2022 at 5:00 PM EDT

Loan Terms		Can this amount increase after closing?
Loan Amount	\$800,000	NO
Interest Rate	8.25%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$6,010.13	NO
Prepayment Penalty	Does the loan have these features? NO	
Balloon Payment	NO	

Projected Payments	
Payment Calculation	Years 1 - 30
Principal & Interest	\$6,010.13
Mortgage Insurance	+ 0
Estimated Escrow <i>Amount can increase over time</i>	+ 425
Estimated Total Monthly Payment	\$6,435
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$425 a month
This estimate includes ☒ Property Taxes ☒ Homeowner's Insurance ☐ Other: <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>	
In escrow? YES YES	

Costs at Closing	
Estimated Closing Costs	\$45,509 Includes \$41,040 in Loan Costs + \$4,469 in Other Costs -\$0 in Lender Credits. See page 2 for details.
Estimated Cash to Close	\$70,558 Includes Closing Costs See Calculating Cash to Close on page 2 for details.

Visit www.consumerfinance.gov

information and tools.



UNITED 1 5881978071000000-1222667772-ED
 LOAN ID #



10/20/2022

United Processing Services Inc.
157 South Monroe
Spokane, WA 99201

Regarding: 1222667772

Dear United Processing Services Inc.,

Thank you for sending the above loan application to United Wholesale Mortgage, LLC for consideration. Unfortunately, we are unable to approve the application at this time.

Enclosed please find a copy of the loan denial letter for the loan file of Jeremy Alvis. Please mail a copy of this letter to the applicant and retain a copy for your files as evidence of compliance.

As your partner in lending, we are committed to supporting your needs with ease, speed and consistency. If you have any questions please do not hesitate to contact me at (800) 981-8898.

Sincerely,
Kristin Potter

Enclosure (1)

800.981.8898
WWW.UWM.COM

1222667772
Broker Cover Letter for Denials
UWM - SC00273
SC00273--MM--4/15/2013



UNITED PROCESS 000121

Statement of Credit Denial, Termination or Change

Lender
United Wholesale Mortgage, LLC
585 South Boulevard E Pontiac,
MI 48341

Applicant
Jeremy Alvis
13120 W MEADOW LAKE RD
CHENEY, WA 99004

Date
10/20/2022

Application or Loan Number
[REDACTED]

"We" means Lender.

"You" means Applicant.

Property Address: 13120 W MEADOW LAKE RD, CHENEY, WASHINGTON 99004

Description of Account, Transaction or Requested Credit. Bank Statement 30 Year Fixed

Description of Action Taken. Application denied by financial institution

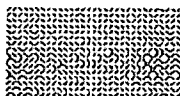
Principal Reasons for Credit Denial, Termination or Other Action Taken Concerning Credit

- | | |
|---|--|
| ☐ Credit Application Incomplete | ☐ Delinquent Past or Present Credit Obligations with Others |
| ☐ Insufficient Number of Credit References Provided | ☐ Collection Action or Judgment |
| ☐ Unacceptable Type of Credit References Provided | ☐ Garnishment or Attachment |
| ☐ Unable to Verify Credit References | ☐ Foreclosure or Repossession |
| ☐ Temporary or Irregular Employment | ☐ Bankruptcy |
| ☐ Unable to Verify Employment | ☐ Number of Recent Inquiries on Credit Bureau Report |
| ☐ Length of Employment | ☐ Value or Type of Collateral not Sufficient |
| ☐ Income Insufficient for Amount of Credit Requested | ☐ |
| ☒ Excessive Obligations in Relation to Income | ☐ |
| ☐ Unable to Verify Income | ☐ |
| ☐ Length of Residence | ☐ |
| ☐ Temporary Residence | ☐ |
| ☐ Unable to Verify Residence | ☐ |
| ☐ No Credit File | ☐ |
| ☐ Limited Credit Experience | ☐ |
| ☐ Poor Credit Performance with Us | ☐ |

Disclosure of Use of Information Obtained from an Outside Source

- ☒ Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency or agencies listed below. You have a right under the *Fair Credit Reporting Act* to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

LoanID: 122268772
Washington Standard WA STATEMENT OF CREDIT DENIAL TERMINATION, OR
CHANGE
UWM - 1004640



UNITED PROCESS 000122



GENERAL AUTHORIZATION

I hereby authorize **Pacific Mortgage Center** to verify my past and present employment, earnings records, bank accounts, stock holdings and any other asset balances needed to process my mortgage application.

I further authorize **Pacific Mortgage Center** to order a mortgage credit report and verify all other credit information, including past and present mortgage and landlord references. It is understood that a photocopy of this document shall also serve as an authorization to provide the information requested.

The information obtained is only to be used in the processing of my mortgage loan application.

5-26-2022

Signature of Applicant

Date

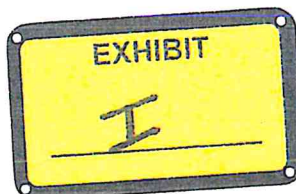
Social Security Number

Signature of Applicant

Date

Social Security Number

157 S Monroe Spokane WA 99201
Ph. 509-926-1755
Fax. 888-371-1020



HURD 000125



804 W Boone Ave, Spokane, WA, 99201

Direct: (800)469-0409 • (509)926-1755 • Fax: (888)371-1020

Date: 05/26/2022	Loan Amount \$ 50,000.00	Purpose: home improvements & other	Improvement Planned New front steps/entry, new garage	
Borrower's Name Steven Brimmer		Co-Borrower's Name		
Soc. Security No. [REDACTED]	Home Phone [REDACTED]	Home Phone	Soc. Security No.	
e-mail address: [REDACTED]	Cell Phone [REDACTED]	Cell Phone	e-mail address:	
DOB [REDACTED]	married, unmarried, or separated unmarried	Dependents (ages) ()	DOB [REDACTED]	married, unmarried, or separated
Present Address 1 Via Suono		City San Clemente	State CA	Zip 92677
Former Address (if less than 2 years)		City	State	Zip
Borrower's Employer SunCore, Inc		Position President & CEO	Type of Business Solar Technology	Gross Monthly Income \$ 15,500.00
Employer's Address 15 Hubble, Suite 200, Irvine, CA 92618		Phone & Extension No. [REDACTED]	How long Employed 14 years	
Borrower's Former Employer (if less than 2yrs)		Address	How long Employed	
Co-Borrower's Employer		Position	Type of Business	Gross Monthly Income
Employer's Address		Phone & Extension No.	How long Employed	
Gross Monthly Income	Borrower \$ 15,500.00 Co-Borrower \$ Other \$ Total \$ NaN	Source of Other Income (including Rentals and Compensation). Income from alimony, child support or maintenance need not be disclosed unless you so choose. none		
Location of Property to be Improved or Constructed 1325 W. Sinto, Spokane, WA 99201		Existing Square Footage 1600 sq. ft.	Square Footage of New Addition. Details N/A	
Date Purchased 06/17/2020	Purchase Price \$ 278,000	Down Payment \$ 278,000	Market Value \$ 340,000	Bedrooms 3
First Mortgage Holder none		Monthly Payment \$	Balance Owning \$	Impounds? Yes ☐ No ☐ Rate %
Second Mortgage Holder none		Monthly Payment \$	Balance Owning \$	Impounds? Yes ☐ No ☐ Rate %
Other Liens on Title none		Monthly Payment \$	Balance Owning \$	Impounds? Yes ☐ No ☐ Rate %
Other Property Location				
Date Purchased	Purchase Price \$	Market Value \$	Property Type	Lender
Monthly Payment \$		Balance Owning \$		
Other Property Location				
Date Purchased	Purchase Price \$	Market Value \$	Property Type	Lender
Monthly Payment \$		Balance Owning \$		
Name of Bank and Address of Branch (Checking) Chase Bank				Present Balance \$1,500
Name of Bank and Address of Branch (Savings) Ally Bank				Present Balance 13,700
Other Assets- Stocks, Bonds, Retirement, Etc. Common Stock - SunCore, Inc. \$3,825,000				
Notes/ comments:				
The undersigned solemnly declares and certifies that the above gives a full, true and correct statement of the finance condition of the undersigned as of the date above stated, and that I (we) understand the meaning of the term of the financial statement. We hereby authorize Pacific Mortgage Center to transfer the above information to any other credit Application at their discretion and also authorize any officer of same to sign our names for the purpose of obtaining Loan Commitments. Signature <u>Steven Brimmer</u> Digitally signed by Steven Brimmer Date: 2022.05.26 15:16:55 -0700 5/26/22 Date _____				

HURD 000124

DURABLE FINANCIAL POWER OF ATTORNEY

I, Cynthia OBrien of 2325 W. Sinto, Spokane, Washington, 99201 (hereinafter known as the "Principal"), **HEREBY DESIGNATE** Steven Brimmer of 2325 W. Sinto, Spokane, Washington, 99201, (hereinafter known as the "Agent"), to act as the Agent for the Principal's benefit, and shall exercise powers in the Principal's best interest and general welfare, as a fiduciary.

APPOINTMENT OF ALTERNATE AGENT

There shall be no other individuals authorized to make financial decisions on the Principal's behalf.

THE PRINCIPAL DELEGATES THE FOLLOWING POWERS TO THE AGENT

(The Principal must Initial in the preceding space to all the powers (**IN BOLD**) if either granted or negated)

cko **BANKING** - In regards to banking activities, the Principal authorizes the Agent to:

Continue, modify, and terminate an account or other banking arrangement made by or on behalf of the Principal;

Establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the Agent;

Contract for services available from a financial institution, including renting a safe deposit box or space in a vault;

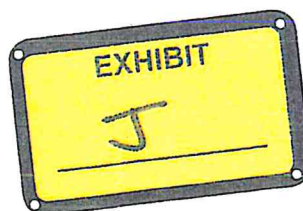
Withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the Principal deposited with or left in the custody of a financial institution;

Receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;

Enter a safe deposit box or vault and withdraw or add to the contents;

Borrow money and pledge as security personal property of the Principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;

Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the Principal or payable to the Principal or the Principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the Principal and pay it when due;



Receive for the Principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument;

Apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and

Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

cko **BUSINESS INTEREST** - In regards to business-related activities, the Principal authorizes the Agent to:

Operate, buy, sell, enlarge, reduce, or terminate an ownership interest;

Perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the Principal has, may have, or claims to have;

Enforce the terms of an ownership agreement;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the Principal is a party because of an ownership interest;

Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the Principal has or claims to have as the holder of stocks and bonds;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the Principal is a party concerning stocks and bonds;

With respect to an entity or business owned solely by the Principal:

- i. Continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the Principal with respect to the entity or business before execution of the power of attorney;
- ii. determine:

- a. The location of its operation;
- b. The nature and extent of its business;
- c. The methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;
- d. The amount and types of insurance carried; and
- e. The mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors;

Change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and

Demand and receive money due or claimed by the Principal or on the Principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business;

Put additional capital into an entity or business in which the Principal has an interest;

Join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;

Sell or liquidate all or part of an entity or business;

Establish the value of an entity or business under a buy-out agreement to which the Principal is a party;

Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments; and

Pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the Principal from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

cho **SAFE DEPOSIT BOX** - The Principal authorizes the Agent to have access, at anytime, to any safe-deposit box rented by the Principal or to which (s)he may have access, wheresoever located, including drilling, if necessary, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe-deposit box; and any institution in which any such safe-deposit box may be located shall not incur any liability the Principal or their estate as a result of permitting the Agent to exercise this power.

cho **STOCKS AND BONDS** - In regards to stocks and bonds, the Principal authorizes the Agent to:

Buy, sell, and exchange stocks and bonds;

Establish, continue, modify, or terminate an account with respect to stocks and bonds;

Pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the Principal;

Receive certificates and other evidences of ownership with respect to stocks and bonds; and

Exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

cho **COMMODITIES AND OPTIONS** - In regards to commodities and options, the Principal authorizes the Agent to buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and establish, continue, modify, and terminate option accounts.

cho **CLAIMS AND LITIGATION** - In regards to claims and litigation, the Principal authorizes the Agent to:

Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of

value, recover damages sustained by the Principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;

Bring an action to determine adverse claims or intervene or otherwise participate in litigation;

Seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;

Make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the Principal in litigation;

Submit to alternative dispute resolution, settle, and propose or accept a compromise;

Waive the issuance and service of process upon the Principal, accept service of process, appear for the Principal, designate persons upon which process directed to the Principal may be served, execute and file or deliver stipulations on the Principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation;

Act for the Principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the Principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the Principal in property or other thing of value;

Pay a judgment, award, or order against the Principal or a settlement made in connection with a claim or litigation; and

Receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

cho **LENDING & BORROWING** - In regards to loans, borrowing money, and promissory notes: the Principal authorizes the Agent to make loans in the Principal's name; to borrow money in the Principal's name, individually or jointly with others; to give promissory notes or other obligations therefor; and to deposit or mortgage as collateral or for security for the payment thereof any or all of the Principal's securities, real estate, personal property, or other property of whatever nature and wherever situated, held by the Principal personally or in trust for their benefit.

cho **GOVERNMENT BENEFITS** - In regards to Government benefits, the Principal authorizes the Agent to:

Execute vouchers in the name of the Principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the Principal, including allowances and reimbursements for transportation of individuals considered relatives or family, and for shipment of their household effects;

Take possession and order the removal and shipment of property of the Principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and

execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;

Enroll in, apply for, select, reject, change, amend, or discontinue, on the Principal's behalf, a benefit or program not limited but including Social Security, Medicare, Medicaid, and any Military Benefits;

Prepare, file, and maintain a claim of the Principal for a benefit or assistance, financial or otherwise, to which the Principal may be entitled under a statute or regulation;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance the Principal may be entitled to receive under a statute or regulation; and

Receive the financial proceeds of a claim described in this section and conserve, invest, disburse, or use for a lawful purpose anything so received.

eko **RETIREMENT PLANS** - The Principal authorizes the Agent authority over retirement plans defined as:

A plan or account created by an employer, the Principal, or another individual to provide retirement benefits or deferred compensation of which the Principal is a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code:

An individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. Section 408, as amended;

A Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. Section 408A, as amended;

A deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. Section 408(q), as amended;

An annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. Section 403(b), as amended;

A pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. Section 401(a), as amended;

A plan under Internal Revenue Code Section 457(b), 26 U.S.C. Section 457(b), as amended; and

A non-qualified deferred compensation plan under Internal Revenue Code Section 409A, 26 U.S.C. Section 409A, as amended.

Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to retirement plans authorizes the Agent to:

- i. Select the form and timing of payments under a retirement plan and withdraw benefits from a plan;

- ii. Make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;
- iii. Establish a retirement plan in the Principal's name;
- iv. Make contributions to a retirement plan;
- v. Exercise investment powers available under a retirement plan; and borrow from, sell assets to, or purchase assets from a retirement plan.

cko

TAXES - In regards to taxes, the Principal authorizes the Agent to:

Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. Section 2032A, as amended, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years;

Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;

Exercise any election available to the Principal under federal, state, local, or foreign tax law; and

Act for the Principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

cko

INSURANCE AND ANNUITIES - In regards to insurance policies and annuities, the Principal authorizes the Agent to:

Continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the Principal which insures or provides an annuity to either the Principal or another person, whether or not the Principal is a beneficiary under the contract;

Procure new, different, and additional contracts of insurance and annuities for the Principal and the Principal's spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment;

Pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the Agent;

Apply for and receive a loan secured by a contract of insurance or annuity;

Surrender and receive the cash surrender value on a contract of insurance or annuity;

Exercise an election;

Exercise investment powers available under a contract of insurance or annuity;

Change the manner of paying premiums on a contract of insurance or annuity;

Change or convert the type of insurance or annuity with respect to which the Principal has or claims to have authority described in this section;

Apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the Principal;

Collect, sell, assign, hypothecate, borrow against, or pledge the interest of the Principal in a contract of insurance or annuity;

Select the form and timing of the payment of proceeds from a contract of insurance or annuity; and

Pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

cko **ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS** - In regards to the Principal's Estates, Trusts, and other Beneficial Interests, the Principal authorizes the Agent to have general authority with respect to estates, trusts, and other beneficial interests to:

Accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from the fund;

Demand or obtain money or another thing of value to which the Principal is, may become, or claims to be, entitled by reason of the fund, by litigation or otherwise;

Exercise for the benefit of the Principal a presently exercisable general power of appointment held by the Principal;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the Principal;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary;

Conserve, invest, disburse, or use anything received for an authorized purpose;

Transfer an interest of the Principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the Principal as settlor; and

Reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from the fund.

cko **REAL ESTATE** - In regards to real estate, The Principal authorizes the Agent to:

Demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;

Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property;

Pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;

Release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted;

- i. Manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the Principal, including:
- ii. Insuring against liability or casualty or other loss;
- iii. Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;
- iv. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and
- v. Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;

Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the Principal has, or claims to have, an interest or right;

Participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:

- i. Selling or otherwise disposing of them;
- ii. Exercising or selling an option, right of conversion, or similar right with respect to them; and
- iii. exercising any voting rights in person or by proxy;
- iv. change the form of title of an interest in or right incident to real property; and

Dedicate to public use, with or without consideration, easements or other real property in which the Principal has, or claims to have, an interest.

CHO **PERSONAL PROPERTY** - In regards to personal property, the Principal authorizes the Agent to:

Demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;

Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property;

Grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;

Release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the Principal, with respect to tangible personal property or an interest in tangible personal property;

Manage or conserve tangible personal property or an interest in tangible personal property on behalf of the Principal, including:

- i. Insuring against liability or casualty or other loss;
- ii. Obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;
- iii. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;
- iv. Moving the property from place to place;
- v. Storing the property for hire or on a gratuitous bailment; and
- vi. Using and making repairs, alterations, or improvements to the property; and

Change the form of title of an interest in tangible personal property.

spo **PERSONAL & FAMILY MAINTENANCE** - In regards to personal and family maintenance, the Principal authorizes the Agent to:

I. Perform the acts necessary to maintain the customary standard of living of the Principal, the Principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born:

- i. The Principal's children;
- ii. Other individuals legally entitled to be supported by the Principal; and
- iii. The individuals whom the Principal has customarily supported or indicated the intent to support;

II. Make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the Principal is a party;

III. Provide living quarters for the individuals described in section I by:

- i. Purchase, lease, or other contract; or
- ii. Paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the Principal or occupied by those individuals;

IV. Provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in section I;

V. Pay expenses for necessary health care and custodial care on behalf of the individuals described in section I;

VI. Act as the Principal's personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 1320d, as amended, and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by the Principal or anyone authorized under the law of this state to consent to health care on behalf of the Principal;

VII. Continue any provision made by the Principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in section I;

VIII. maintain credit and debit accounts for the convenience of the individuals described in section I and open new accounts; and

IX. Continue payments incidental to the membership or affiliation of the Principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.

X. Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that an Agent may or may not have with respect to GIFTS.

cko GIFTS - The Principal authorizes the Agent to make gifts described as:

A gift "for the benefit of" a person includes a gift to a trust, an account under the Uniform Transfers to Minors Act, and a tuition savings account or prepaid tuition plan as defined under Internal Revenue Code Section 529, 26 U.S.C. Section 529, as amended.

Unless the power of attorney otherwise expressly provides, language in a power of attorney granting general authority with respect to gifts authorizes the Agent only to:

- i. Make outright to, or for the benefit of, a person including the Agent, a gift of any of the Principal's property, including by the exercise of a presently exercisable general power of appointment held by the Principal, in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code Section 2503(b), 26 U.S.C. Section 2503(b), as amended, without regard to whether the federal gift tax exclusion applies to the gift, or if the Principal's spouse agrees to consent to a split gift pursuant to Internal Revenue Code Section 2513, 26 U.S.C. 2513, as amended, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit; and
- ii. Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. Section 2513, as amended, to the splitting of a gift made by the Principal's spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses.

An Agent may make a gift of the Principal's property only as the Agent determines is consistent with the Principal's objectives if actually known by the Agent and, if unknown, as the Agent determines is consistent with the Principal's best interest based on all relevant factors, including:

- i. The value and nature of the Principal's property;
- ii. The Principal's foreseeable obligations and need for maintenance;
- iii. Minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes;
- iv. Eligibility for a benefit, a program, or assistance under a statute or regulation; and

v. The Principal's personal history of making or joining in making gifts.

cko **SPECIAL INSTRUCTIONS** - The Principal SHALL NOT grant any additional powers or instructions to the Agent other than the powers listed under this power of attorney.

EFFECTIVE DATE

This power of attorney shall begin:

(Initial)

cko - Immediately upon the execution of this document. These powers shall not be affected by any subsequent disability or incapacity the Principal may experience in the future.

AUTHORITY OF AGENT

Any party dealing with the Agent hereunder may rely absolutely on the authority granted herein and need not look to the application of any proceeds nor the authority of the Agent as to any action taken hereunder. In this regard, no person who may in good faith act in reliance upon the representations of the Agent or the authority granted hereunder shall incur any liability to the Principal or their estate as a result of such act. The Principal hereby ratify and confirm whatever the Agent shall lawfully do under this instrument. The Agent is authorized as he or she deems necessary to bring an action in court so that this instrument shall be given the full power and effect that the Principal intends on by executing it.

LIABILITY OF AGENT

The Agent shall not incur any liability to the Principal under this power except for a breach of fiduciary duty.

REIMBURSEMENT AND COMPENSATION

The Agent is not entitled to any reimbursement for reasonable expenses incurred in exercising the powers hereunder. In addition, the Agent shall be entitled to reasonable compensation for their duties as Agent.

AMENDMENT AND REVOCATION

The Principal can amend or revoke this power of attorney at any time, if the Principal is not incapacitated, by a document delivered to the Agent. Any amendment or revocation is ineffective as to a third party until such third party has notice of such revocation or amendment.

This power of attorney hereby revokes any and all financial powers of attorney the Principal may have executed in the past.

STATE LAW

This power of attorney is governed by the laws of the State of Washington. Unless the Principal specifically limits the period of time that this power of attorney will be in effect, the Agent may

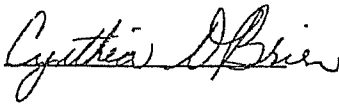
exercise the powers given to him or her after (s)he becomes incapacitated. A court, however, can take away the powers of the Agent if it finds that the Agent is not acting properly. The Principal may also revoke this power of attorney at their desire. This power of attorney does not authorize the Agent to appear in court for the Principal as an attorney-at-law or otherwise to engage in the practice of law unless he or she is a licensed attorney who is authorized to practice law in Washington.

PHOTOCOPIES

Photocopies of this document can be relied upon as though they were originals.

IN WITNESS WHEREOF, I executed this power of attorney on 04/19, 2022 in the presence of a notary public.

Principal's Signature
Cynthia OBrien



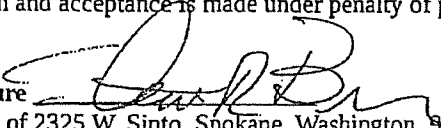
AGENT'S CERTIFICATION AND ACCEPTANCE OF AUTHORITY

I, Steven Brimmer, certify that the attached is a true copy of a power of attorney naming the undersigned as Agent for Cynthia OBrien. I certify that to the best of my knowledge the Principal had the capacity to execute the power of attorney, is alive, and has not revoked the power of attorney; that my powers as Agent have not been altered or terminated; and that the power of attorney remains in full force and effect.

I accept appointment as Agent under this power of attorney.

This certification and acceptance is made under penalty of perjury.

Agent's Signature


Steven Brimmer of 2325 W. Sinto, Spokane, Washington, 99201.

NOTARY ACKNOWLEDGMENT

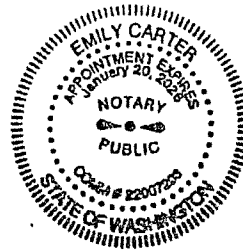
STATE OF Washington
Spokane County, ss.

On this 19 day of April, 2022, before me appeared Cynthia OBrien, as Principal of this power of attorney who proved to me through government-issued photo identification to be the above-named person, in my presence executed this foregoing instrument and acknowledged that (s)he executed the same as his/her own free act and deed.

ECW
Notary Public

SEAL

My commission expires: 1/20/2026



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SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

JEREMY ALVIS, STEVEN BRIMMER, and
CYNTHIA O'BRIEN,

Plaintiffs,

vs.

BASCK, LLC; DIAMOND ROCK
FINANCIAL, LLC; UNITED PROCESSING
SERVICES, INC.; PACIFIC MORTGAGE
CENTER, LLC; ALAN HURD and JANE
DOE HURD, Spouse; HOME CENTER
DESIGN & CONSTRUCTION, LLC; RICK
HURD and NANCY HURD, Spouse;
STEPHEN FORD; FORD & MORTENSEN,
PS a.k.a. FORD DALTON & MORTENSEN,
PS; TCF PROPERTIES, LLC; ROBERT
"BOB" CALHOUN and JANE DOE
CALHOUN, Spouse; and STEVEN
SCHNEIDER,

Defendants.

TCF PROPERTIES, LLC,

Counter-Plaintiff,

vs.

DECLARATION OF TRINA FORD IN SUPPORT OF
DEFENDANTS TCF PROPERTIES, LLC'S AND
BASCK, LLC'S JOINT MOTION FOR SUMMARY
JUDGMENT AGAINST PLAINTIFFS BRIMMER
AND O'BRIEN
PAGE 1

No. 24-2-06116-32

DECLARATION OF TRINA FORD IN
SUPPORT OF DEFENDANTS TCF
PROPERTIES, LLC'S AND BASCK, LLC'S
JOINT MOTION FOR SUMMARY
JUDGMENT AGAINST PLAINTIFFS
BRIMMER AND O'BRIEN

Winston & Cashatt
A PROFESSIONAL SERVICE CORPORATION
Bank of America Financial Center
601 West Riverside Avenue, Suite 1900
Spokane, Washington 99201-0655
(509) 838-6131

JEREMY ALVIS, STEVEN BRIMMER, and
CYNTHIA O'BRIEN,

Counter-Defendants

I, TRINA FORD, certify under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct.

1. I am the sole Member of Defendant TCF Properties, LLC ("TCF"), and make this Declaration in my capacity as the authorized member of TCF.

2. TCF has been a lender for multiple commercial and business loans in and around Spokane County, Washington.

3. TCF does not provide residential home loans and does not secure any of its loans with the primary residence of any of its Borrowers.

4. TCF only serves as a Lender on loans for which the purpose is not for personal, consumer, or household uses or expenses and will not extend loans unless this is the case.

5. TCF learns of commercial or business loan opportunities from attorney Stephen Ford, who is my husband. Mr. Ford and I would discuss potential loan opportunities through in-person conversations or via phone call. During our conversations on loan opportunities, Mr. Ford would tell me the name of the Borrower, the amount requested, the proposed loan duration and terms (points and interest rate), the purpose of the requested loan, and the address/location of the property.

DECLARATION OF TRINA FORD IN SUPPORT OF
DEFENDANTS TCF PROPERTIES, LLC'S AND
BASCK, LLC'S JOINT MOTION FOR SUMMARY
JUDGMENT AGAINST PLAINTIFFS BRIMMER
AND O'BRIEN
PAGE 2

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Spokane, Washington 99201-0695
(509) 838-6131

1 6. If TCF decided to be a Lender on the requested loan, Stephen Ford and/or his law
2 firm would prepare the loan paperwork between the Borrower and Lender(s).

3 7. Typically, the loan paperwork prepared by Mr. Ford included Borrower's
4 statement(s) that the purpose of the loan was for business or commercial purposes and not for
5 family or household purposes, and that Borrower did not reside in the property that was being
6 offered to secure the loan. Without these representations, TCF would not agree to be a Lender.

8 8. TCF/I relied on these representations by the Borrower(s) because these were the
9 only representations that TCF/I saw regarding the Borrowers.

10 9. TCF/I never saw the loan application paperwork for Plaintiffs' loan prior to it being
11 provided in discovery responses from Defendant Alan Hurd to Defendant Stephen Ford.

12 10. TCF/I have never heard of and have never interacted with Private Money Capital.

13 11. Prior to seeing the loan paperwork included in Mr. Hurd's discovery responses, I
14 did not know that Private Money Capital's letterhead was on the loan application letterhead.

15 12. This is consistent with TCF's typical and standard business practice when it is a
16 Lender for commercial or business loans.

17 I declare under penalty of perjury under the laws of the State of Washington that the
18 foregoing is true and correct

19 DATED this 12th day of September, 2025 at Spokane, Washington.

20 DocuSigned by:

21 Trina Ford

22 TRINA FORD

23 DECLARATION OF TRINA FORD IN SUPPORT OF
24 DEFENDANTS TCF PROPERTIES, LLC'S AND
 BASCK, LLC'S JOINT MOTION FOR SUMMARY
 JUDGMENT AGAINST PLAINTIFFS BRIMMER
 AND O'BRIEN
 PAGE 3

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Spokane, Washington 99201-0595
(509) 638-6131

CERTIFICATE OF SERVICE

The undersigned hereby certifies under penalty of perjury under the laws of the State of Washington that on the 12th day of September, 2025, at Spokane, Washington, the foregoing was caused to be served on the following person(s) in the manner indicated:

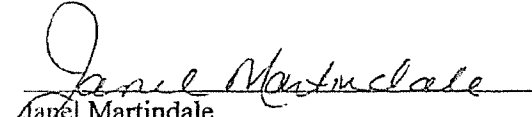
John Pierce 224 2nd St., #330 Cheney, WA 99004 john@lawps.com <i>Attorney for Plaintiffs</i>	VIA REGULAR MAIL ☒ VIA CERTIFIED MAIL ☐ HAND DELIVERED ☐ BY FACSIMILE ☐ VIA EMAIL ☒
Kevin Roberts Chad Freebourn Roberts Freebourn, PLLC 120 N. Stevens St., Ste 300 Spokane, WA 99201 kevin@robertsfreebourn.com chad@robertsfreebourn.com <i>Attorneys for Defendants Pacific Mortgage Center, LLC; Alan Hurd and Jane Doe Hurd; United Processing Services, Inc.; Rick Hurd; Nancy Hurd; Robert and Jane Doe Calhoun; and Home Center Design & Construction, LLC</i>	VIA REGULAR MAIL ☒ VIA CERTIFIED MAIL ☐ HAND DELIVERED ☐ BY FACSIMILE ☐ VIA EMAIL ☒
Steven Schneider Steven Schneider Attorney at Law, P.S. 1312 N. Monroe St., Suite 253 Spokane, WA 99201 ss@stevenschneiderlaw.com <i>Attorney for Defendant Steven Schneider</i>	VIA REGULAR MAIL ☒ VIA CERTIFIED MAIL ☐ HAND DELIVERED ☐ BY FACSIMILE ☐ VIA EMAIL ☒

DECLARATION OF TRINA FORD IN SUPPORT OF DEFENDANTS TCF PROPERTIES, LLC'S AND BASCK, LLC'S JOINT MOTION FOR SUMMARY JUDGMENT AGAINST PLAINTIFFS BRIMMER AND O'BRIEN
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Kyle Nolte Stamper Rubens, P.S. 720 W. Boone, Suite 200 Spokane, WA 99201 knolte@stamperlaw.com <i>Attorney for Stephen Ford, and Ford & Mortensen a.k.a. Ford Dalton & Mortensen, P.S.</i>	VIA REGULAR MAIL ☒ VIA CERTIFIED MAIL ☐ HAND DELIVERED ☐ BY FACSIMILE ☐ VIA EMAIL ☒
Jason T. Piskel Piskel Yahne Kovarik PLLC 612 W. Main Ave., Ste. 207 Spokane, WA 99201 jpiskel@pyklawyers.com <i>Attorney for Defendants Diamond Rock Properties, LLC; Diamond Rock Financial, LLC</i>	VIA REGULAR MAIL ☒ VIA CERTIFIED MAIL ☐ HAND DELIVERED ☐ BY FACSIMILE ☐ VIA EMAIL ☒


 Janel Martindale

DECLARATION OF TRINA FORD IN SUPPORT OF
 DEFENDANTS TCF PROPERTIES, LLC'S AND
 BASCK, LLC'S JOINT MOTION FOR SUMMARY
 JUDGMENT AGAINST PLAINTIFFS BRIMMER
 AND O'BRIEN
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 Spokane, Washington 99201-0995
 (509) 838-8131



SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

JEREMY ALVIS, STEVEN BRIMMER, and
CYNTHIA O'BRIEN,

Plaintiffs,

vs.

BASCK, LLC; DIAMOND ROCK
FINANCIAL, LLC; UNITED PROCESSING
SERVICES, INC.; PACIFIC MORTGAGE
CENTER, LLC; ALAN HURD and JANE
DOE HURD, Spouse; HOME CENTER
DESIGN & CONSTRUCTION, LLC; RICK
HURD and NANCY HURD, Spouse;
STEPHEN FORD; FORD & MORTENSEN,
PS a.k.a. FORD DALTON & MORTENSEN,
PS; TCF PROPERTIES, LLC; ROBERT
"BOB" CALHOUN and JANE DOE
CALHOUN, Spouse; and STEVEN
SCHNEIDER,

Defendants.

TCF PROPERTIES, LLC,

Counter-Plaintiff,

No. 24-2-06116-32

CORRECTED DECLARATION OF
BRETT NELSON IN SUPPORT OF JOINT
MOTION FOR SUMMARY JUDGMENT
BY BASCK, LLC AND TCF PROPERTIES,
LLC AGAINST DEFENDANTS BRIMMER
AND O'BRIEN

CORRECTED DECLARATION OF BRETT NELSON
IN SUPPORT OF JOINT MOTION FOR SUMMARY
JUDGMENT BY BASCK, LLC AND TCF
PROPERTIES, LLC AGAINST DEFENDANTS
BRIMMER AND O'BRIEN
PAGE 1

Winston & Cashatt
A PROFESSIONAL SERVICE CORPORATION
Bank of America Financial Center
601 West Riverside Avenue, Suite 1900
Spokane, Washington 99201-0895
(509) 838-6131

1 vs.

2 JEREMY ALVIS, STEVEN BRIMMER, and
3 CYNTHIA O'BRIEN,

4 Counter-Defendants

5
6 I, BRETT NELSON, certify under penalty of perjury under the laws of the State of
7 Washington, that the foregoing is true and correct.

8 1. I am submitting this declaration to correct paragraph six of my Declaration filed on
9 September 12, 2025 in support of the Joint Motion for Summary Judgment by Basck, LLC and
10 TCF Properties, LLC.

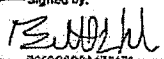
11 2. Stephen Ford would provide me/Basck via text with information about a possible
12 loan opportunity. When Mr. Ford started giving me information on loan opportunities, he would
13 include the name of the requesting Borrower; the amount requested; the proposed loan duration
14 and terms (points and interest rate); the purpose of the requested loan; and the address/location of
15 the property. As our business relationship developed, Mr. Ford stopped providing me/Basck with
16 the requesting Borrower's name. For Steven Brimmer and Cynthia O'Brien's loan at issue in this
17 case, Mr. Ford's initial contact included the following information: the amount requested, the
18 proposed loan duration and terms (points and interest rate); and the address/location of the
19 property.
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CORRECTED DECLARATION OF BRETT NELSON
IN SUPPORT OF JOINT MOTION FOR SUMMARY
JUDGMENT BY BASCK, LLC AND TCF
PROPERTIES, LLC AGAINST DEFENDANTS
BRIMMER AND O'BRIEN
PAGE 2

Winston & Bashatt
A PROFESSIONAL SERVICE CORPORATION
Bank of America Financial Center
601 West Riverside Avenue, Suite 1900
Spokane, Washington 99201-0895
(509) 838-6131

1 I declare under penalty of perjury under the laws of the State of Washington that the
2 foregoing is true and correct

3 DATED this 3 day of October, 2025 at Spokane, Washington.
4

5 Signed by:
6 
7 BRETT NELSON
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CORRECTED DECLARATION OF BRETT NELSON
IN SUPPORT OF JOINT MOTION FOR SUMMARY
JUDGMENT BY BASCK, LLC AND TCF
PROPERTIES, LLC AGAINST DEFENDANTS
BRIMMER AND O'BRIEN
PAGE 3

Winston & Cassatt
A PROFESSIONAL SERVICE CORPORATION
Bank of America Financial Center
601 West Riverside Avenue, Suite 1900
Spokane, Washington 99201-0885
(509) 838-6131

CERTIFICATE OF SERVICE

The undersigned hereby certifies under penalty of perjury under the laws of the State of Washington that on the ~~30~~^{1st} day of October, 2025, at Spokane, Washington, the foregoing was caused to be served on the following person(s) in the manner indicated:

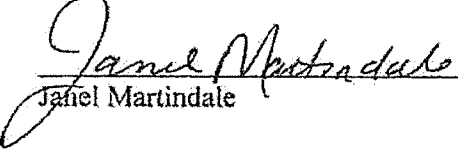
John Pierce 224 2nd St., #330 Cheney, WA 99004 john@lawpps.com <i>Attorney for Plaintiffs</i>	VIA REGULAR MAIL ☒ VIA CERTIFIED MAIL ☐ HAND DELIVERED ☐ BY FACSIMILE ☐ VIA EMAIL ☒
Kevin Roberts Chad Freebourn Roberts Freebourn, PLLC 120 N. Stevens St., Ste 300 Spokane, WA 99201 kevin@robertsfreebourn.com chad@robertsfreebourn.com <i>Attorneys for Defendants Pacific Mortgage Center, LLC; Alan Hurd and Jane Doe Hurd; United Processing Services, Inc.; Rick Hurd; Nancy Hurd; Robert and Jane Doe Calhoun; and Home Center Design & Construction, LLC</i>	VIA REGULAR MAIL ☒ VIA CERTIFIED MAIL ☐ HAND DELIVERED ☐ BY FACSIMILE ☐ VIA EMAIL ☒
Steven Schneider Steven Schneider Attorney at Law, P.S. 1312 N. Monroe St., Suite 253 Spokane, WA 99201 ss@stevenschnneiderlaw.com	VIA REGULAR MAIL ☒ VIA CERTIFIED MAIL ☐ HAND DELIVERED ☐ BY FACSIMILE ☐ VIA EMAIL ☒
Colin J. Troy Wood, Smith, Henning & Berman LLP 801 Kirkland Avenue, Suite 100 Kirkland, WA 98033 ctrov@wshblaw.com <i>Attorneys for Defendant Steven Schneider</i>	VIA REGULAR MAIL ☒ VIA CERTIFIED MAIL ☐ HAND DELIVERED ☐ BY FACSIMILE ☐ VIA EMAIL ☒

CORRECTED DECLARATION OF BRETT NELSON
IN SUPPORT OF JOINT MOTION FOR SUMMARY
JUDGMENT BY BASCK, LLC AND TCF
PROPERTIES, LLC AGAINST DEFENDANTS
BRIMMER AND O'BRIEN
PAGE 4

Winston & Cashatt
A PROFESSIONAL SERVICE CORPORATION
Bank of America Financial Center
601 West Riverside Avenue, Suite 1900
Spokane, Washington 99201-0695
(509) 838-6131

1		
2	Kyle Nolte	VIA REGULAR MAIL ☒
3	Stamper Rubens, P.S.	VIA CERTIFIED MAIL ☐
4	720 W. Boone, Suite 200	HAND DELIVERED ☐
5	Spokane, WA 99201	BY FACSIMILE ☐
6	knolte@stamperlaw.com	VIA EMAIL ☒
7	<i>Attorney for Stephen Ford, and Ford &</i>	
8	<i>Mortensen a.k.a. Ford Dalton & Mortensen,</i>	
9	<i>P.S.</i>	
10	Jason T. Piskel	VIA REGULAR MAIL ☒
11	Piskel Yahne Kovarik PLLC	VIA CERTIFIED MAIL ☐
12	612 W. Main Ave., Ste. 207	HAND DELIVERED ☐
13	Spokane, WA 99201	BY FACSIMILE ☐
14	jpiskel@pyklawyers.com	VIA EMAIL ☒
15	<i>Attorney for Defendants Diamond Rock</i>	
16	<i>Properties, LLC; Diamond Rock Financial,</i>	
17	<i>LLC</i>	

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Janel Martindale

CORRECTED DECLARATION OF BRETT NELSON
IN SUPPORT OF JOINT MOTION FOR SUMMARY
JUDGMENT BY BASCK, LLC AND TCF
PROPERTIES, LLC AGAINST DEFENDANTS
BRIMMER AND O'BRIEN
PAGE 5

Winston & Cashatt
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Bank of America Financial Center
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SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

JEREMY ALVIS, STEVEN BRIMMER, and
CYNTHIA O'BRIEN,

Plaintiffs,

vs.

BASCK, LLC; DIAMOND ROCK
FINANCIAL, LLC; UNITED PROCESSING
SERVICES, INC.; PACIFIC MORTGAGE
CENTER, LLC; ALAN HURD and JANE
DOE HURD, Spouse; HOME CENTER
DESIGN & CONSTRUCTION, LLC; RICK
HURD and NANCY HURD, Spouse;
STEPHEN FORD; FORD & MORTENSEN,
PS a.k.a. FORD DALTON & MORTENSEN,
PS; TCF PROPERTIES, LLC; ROBERT
"BOB" CALHOUN and JANE DOE
CALHOUN, Spouse; and STEVEN
SCHNEIDER,

Defendants.

TCF PROPERTIES, LLC,

Counter-Plaintiff,

No. 24-2-06116-32

DECLARATION OF DARREN M.
DIGIACINTO IN SUPPORT OF
DEFENDANT TCF PROPERTIES, LLC'S
AND DEFENDANT BASCK, LLC'S JOINT
MOTION FOR SUMMARY JUDGMENT
AGAINST PLAINTIFFS BRIMMER AND
O'BRIEN

DECLARATION OF DARREN M. DIGIACINTO IN
SUPPORT OF DEFENDANT TCF PROPERTIES,
LLC'S AND DEFENDANT BASCK, LLC'S JOINT
MOTION FOR SUMMARY JUDGMENT AGAINST
PLAINTIFFS BRIMMER AND O'BRIEN
PAGE 1

Winston & Cashatt
A PROFESSIONAL SERVICE CORPORATION
Bank of America Financial Center
601 West Riverside Avenue, Suite 1900
Spokane, Washington 99201-0695
(509) 838-6131

1 vs.

2 JEREMY ALVIS, STEVEN BRIMMER, and
3 CYNTHIA O'BRIEN,

4 Counter-Defendants

5
6 I, DARREN M. DIGICIACINTO, certify under penalty of perjury under the laws of the
7 State of Washington, that the foregoing is true and correct.

8 1. I am one of the attorneys representing TCF Properties, LLC in the above matter.

9 2. On May 8, 2025, our office received a copy of the Discovery Responses of Pacific
10 Mortgage Cener, LLC and Alan Hurd, answering the discovery requests lodged by Defendants
11 Stephen Ford and Ford & Mortensen, PS.

12 3. Attached as Exhibit "A" hereto is a true and correct copy of the loan application
13 from Steven Brimmer to Private Money Capital signed on May 26, 2022 and Bates stamped as
14 "HURD 000124." As testified by Trina Ford, TCF had no knowledge of this document and had
15 never seen it or reviewed it prior to receiving the Discovery Responses from Mr. Hurd.

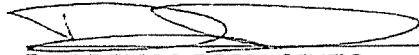
16 4. As is clear on its face, the address Brimmer provided under the line titled "Present
17 Address" was in San Clemente, California at 1 Via Sueno, which Brimmer represented he had
18 lived at for the prior 3 years. This is entirely consistent with the address provided in the loan
19 documents that Brimmer/O'Brien executed with TCF Properties, LLC.
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DECLARATION OF DARREN M. DIGIACINTO IN
SUPPORT OF DEFENDANT TCF PROPERTIES,
LLC'S AND DEFENDANT BASCK, LLC'S JOINT
MOTION FOR SUMMARY JUDGMENT AGAINST
PLAINTIFFS BRIMMER AND O'BRIEN
PAGE 2

Winston & Cashatt
A PROFESSIONAL SERVICE CORPORATION
Bank of America Financial Center
801 West Riverside Avenue, Suite 1900
Spokane, Washington 99201-0695
(509) 838-6131

1 I declare under penalty of perjury under the laws of the State of Washington that the
2 foregoing is true and correct

3 DATED this 12th day of September, 2025 at Spokane, Washington.
4

5 
6 DARREN M. DIGIACINTO

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DECLARATION OF DARREN M. DIGIACINTO IN
SUPPORT OF DEFENDANT TCF PROPERTIES,
LLC'S AND DEFENDANT BASCK, LLC'S JOINT
MOTION FOR SUMMARY JUDGMENT AGAINST
PLAINTIFFS BRIMMER AND O'BRIEN
PAGE 3

Winston & Cashatt
A PROFESSIONAL SERVICE CORPORATION
Bank of America Financial Center
601 West Riverside Avenue, Suite 1900
Spokane, Washington 99201-0695
(509) 830-6131

CERTIFICATE OF SERVICE

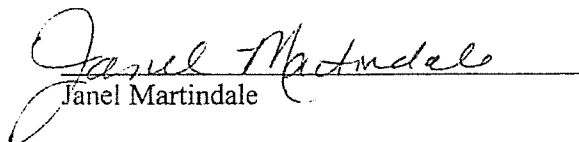
The undersigned hereby certifies under penalty of perjury under the laws of the State of Washington that on the 12th day of September, 2025, at Spokane, Washington, the foregoing was caused to be served on the following person(s) in the manner indicated:

John Pierce 224 2 nd St., #330 Cheney, WA 99004 john@lawps.com <i>Attorney for Plaintiffs</i>	VIA REGULAR MAIL ☒ VIA CERTIFIED MAIL ☐ HAND DELIVERED ☐ BY FACSIMILE ☐ VIA EMAIL ☒
Kevin Roberts Chad Freebourn Roberts Freebourn, PLLC 120 N. Stevens St., Ste 300 Spokane, WA 99201 kevin@robertsfreebourn.com chad@robertsfreebourn.com <i>Attorneys for Defendants Pacific Mortgage Center, LLC; Alan Hurd and Jane Doe Hurd; United Processing Services, Inc.; Rick Hurd; Nancy Hurd; Robert and Jane Doe Calhoun; and Home Center Design & Construction, LLC</i>	VIA REGULAR MAIL ☒ VIA CERTIFIED MAIL ☐ HAND DELIVERED ☐ BY FACSIMILE ☐ VIA EMAIL ☒
Steven Schneider Steven Schneider Attorney at Law, P.S. 1312 N. Monroe St., Suite 253 Spokane, WA 99201 ss@stevenschneiderlaw.com <i>Attorney for Defendant Steven Schneider</i>	VIA REGULAR MAIL ☒ VIA CERTIFIED MAIL ☐ HAND DELIVERED ☐ BY FACSIMILE ☐ VIA EMAIL ☒

DECLARATION OF DARREN M. DIGIACINTO IN
SUPPORT OF DEFENDANT TCF PROPERTIES,
LLC'S AND DEFENDANT BASCK, LLC'S JOINT
MOTION FOR SUMMARY JUDGMENT AGAINST
PLAINTIFFS BRIMMER AND O'BRIEN
PAGE 4

Winston & Cashatt
A PROFESSIONAL SERVICE CORPORATION
Bank of America Financial Center
601 West Riverside Avenue, Suite 1900
Spokane, Washington 99201-0695
(509) 838-6131

1 Kyle Nolte 2 Stamper Rubens, P.S. 3 720 W. Boone, Suite 200 4 Spokane, WA 99201 5 <u>knolte@stamperlaw.com</u> 6 7 <i>Attorney for Stephen Ford, and Ford &</i> 8 <i>Mortensen a.k.a. Ford Dalton & Mortensen,</i> 9 <i>P.S.</i>	VIA REGULAR MAIL ☒ VIA CERTIFIED MAIL ☐ HAND DELIVERED ☐ BY FACSIMILE ☐ VIA EMAIL ☒
10 Jason T. Piskel 11 Piskel Yahne Kovarik PLLC 12 612 W. Main Ave., Ste. 207 13 Spokane, WA 99201 14 <u>jpiskel@pyklawvers.com</u> 15 16 <i>Attorney for Defendants Diamond Rock</i> 17 <i>Properties, LLC; Diamond Rock Financial,</i> 18 <i>LLC</i>	VIA REGULAR MAIL ☒ VIA CERTIFIED MAIL ☐ HAND DELIVERED ☐ BY FACSIMILE ☐ VIA EMAIL ☒

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Janel Martindale

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SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

JEREMY ALVIS, STEVEN BRIMMER, and
CYNTHIA O'BRIEN,

Plaintiffs,

v.

BASCK, LLC; DIAMOND ROCK
PROPERTIES LLC; UNITED
PROCESSING SERVICES, INC.; PACIFIC
MORTGAGE CENTER, LLC; ALAN HURD
and JANE DOE HURD, spouse; HOME
CENTER DESIGN & CONSTRUCTION,
LLC; RICK HURD and NANCY HURD,
spouse; STEPHEN FORD; FORD &
MORTENSEN, PS aka FORD, DALTON
&MORTENSEN PS; TCF PROPERTIES,
LLC; DIAMOND ROCK FINANCIAL, LLC;
ROBERT "BOB" CALHOUN and JANE
DOE CALHOUN, spouse; and STEVEN
SCHNEIDER.

Defendants.

NO. 24-2-06116-32

DECLARATION OF KYLE W. NOLTE IN
SUPPORT OF DEFENDANT STEPHEN
FORD AND DEFENDANT FORD &
MORTENSON, P.S.'S MOTION FOR
PARTIAL SUMMARY JUDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

DECLARATION OF KYLE W. NOLTE: 1



STAMPER RUBENS, P.S.
ATTORNEYS AT LAW

720 WEST BOONE, SUITE 200
SPOKANE, WA 99201
TELEFAX (509) 326-4891
TELEPHONE (509) 326-4800

1 I, KYLE W. NOLTE, depose and say:

2 1. I make this declaration under penalty of perjury under the laws of the State of
3 Washington, based upon my personal knowledge and upon my review of the documents and
4 records in this matter.
5

6 2. I am one of the attorneys for Defendants Ford & Mortenson, P.S and Stephen Ford.
7

8 3. Attached hereto as **Exhibit A** is a true and correct copy of the Statutory Warranty
9 Deed conveying the Sinto Property to the California Plaintiffs.
10

11 4. Attached hereto as **Exhibit B** is a true and correct copy of the Real Estate Excise
12 Tax Affidavit filed as part of the conveyance pursuant to Exhibit A.
13

14 5. Attached hereto as **Exhibit C** is a true and correct copy of Subpoena served on
15 Robert S. Delaney seeking documents related any loan to California Plaintiffs, and Mr. Delaney's
16 Declaration in Response to said Subpoena issued to him.
17

18 6. Attached hereto as **Exhibit D** is a true and correct copy of a Durable Financial
19 Power of Attorney produced by Mr. Delaney in response to the said Subpoena issued to him.
20

21 7. Attached hereto as **Exhibit E** is a true and correct copy of a Balloon Promissory
22 Note produced by Mr. Delaney in response to the Subpoena issued to him.
23

24 8. Attached hereto as **Exhibit F** is a true and correct copy of a Deed of Trust produced
25 by Mr. Delaney in response to the Subpoena issued to him.
26

27 9. Attached hereto as **Exhibit G** is a true and correct copy of an Evidence of Insurance
28 produced by Mr. Delaney in response to the Subpoena issued to him.
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DECLARATION OF KYLE W. NOLTE: 2



STAMBER RUBENS, P.S.
ATTORNEYS AT LAW

720 WEST BOONE, SUITE 200
SPOKANE, WA 99201
TELEFAX (509) 326-4891
TELEPHONE (509) 326-4800

1 10. Attached hereto as **Exhibit H** is a true and correct copy of a Statement of Identity
2 produced by Mr. Delaney in response to the Subpoena issued to him.

3 11. Attached hereto as **Exhibit I** is a true and correct copy of a Promissory Note
4 Amendment produced by Mr. Delaney in response to the Subpoena issued to him.
5

6 12. Attached hereto as **Exhibit J** is a true and correct copy of a Deed of Trust
7 Modification produced by Mr. Delaney in response to the Subpoena issued to him.
8

9 13. Attached hereto as **Exhibit K** is a true and correct copy of Ventana Holdings,
10 LLC's Initial Report filed September 22, 2022.
11

12 14. Attached hereto as **Exhibit L** is a true and correct copy of Ventana Holdings, LLC's
13 Annual Report filed September 25, 2023.
14

15 15. Attached hereto as **Exhibit M** is a true and correct copy of a Full Reconveyance
16 produced by Mr. Delaney in response to the subpoena.
17

18 16. Attached hereto as **Exhibit N** is a true and correct copy of a letter from Evergreen
19 Note Servicing dated December 27, 2022, produced by Mr. Delaney in response to the Subpoena
20 issued to him.
21

22 17. On April 8, 2025, I served Plaintiffs' counsel, with *Defendant Stephen Ford & Ford*
23 *& Mortenson, PS' First Set of Requests for Admissions to Steven Brimmer*. Plaintiff Brimmer
24 failed to provide his written answers or objections to the *Requests for Admissions*. Pursuant to
25 CR 36(a), the matters set forth in *Defendant Stephen Ford & Ford & Mortenson, PS' First Set of*
26 *Requests for Admissions to Steven Brimmer*, are deemed admitted, and under CR36(b), the matters
27 conclusively established. Attached hereto as **Exhibit O** is a true and correct copy of the *Defendant*
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1 *Stephen Ford & Ford & Mortenson, PS' First Set of Requests for Admissions to Steven Brimmer.*

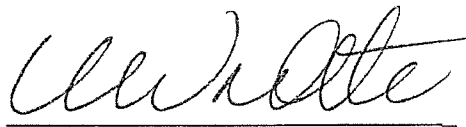
2 (I have not attached hereto the exhibits included with *Defendant Stephen Ford & Ford &*
3 *Mortenson, PS' First Set of Requests for Admissions to Steven Brimmer* as they consist of more
4 than 100 pages. Instead, Defendants Ford have included in its summary judgment materials the
5 relevant portions of the exhibits, and I will bring a complete copy of *Defendant Stephen Ford &*
6 *Ford & Mortenson, PS' First Set of Requests for Admissions to Steven Brimmer*, with exhibits, to
7 the hearing for review by the Court as the Court determines appropriate).

11 18. On April 8, 2025, I served Plaintiffs' counsel, with *Defendant Stephen Ford & Ford*
12 *& Mortenson, PS' First Set of Requests for Admissions to Cynthia O'Brien*. Plaintiff O'Brien
13 failed to provide her written answers or objections to *Requests for Admissions*. Pursuant to CR
14 36(a), the matters set forth in *Defendant Stephen Ford & Ford & Mortenson, PS' First Set of*
15 *Requests for Admissions to Cynthia O'Brien*, are deemed admitted, and under CR36(b), the
16 matters conclusively established. Attached hereto as **Exhibit P** is a true and correct copy of
17 *Defendant Stephen Ford & Ford & Mortenson, PS' First Set of Requests for Admissions to*
18 *Cynthia O'Brien*. (I have not attached hereto the exhibits included with *Defendant Stephen Ford*
19 *& Ford & Mortenson, PS' First Set of Requests for Admissions to Steven Brimmer* as they consist
20 of more than 100 pages. Instead, Defendants Ford have included in its summary judgment
21 materials the relevant portions of the exhibits, and I will bring a complete copy of *Defendant*
22 *Stephen Ford & Ford & Mortenson, PS' First Set of Requests for Admissions to Cynthia O'Brien*,
23 with exhibits, to the hearing for review by the Court as the Court determines appropriate).



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Dated September 12th, 2025.


KYLE W. NOLTE

CERTIFICATE OF SERVICE

I declare under penalty of perjury of the laws of the State of Washington, that on the date indicated below, a copy of the above-entitled pleading was served by the method below, and addressed to the following:

Michael D. Franklin, Esq. Zaine M. Yzaguirre, Esq. Lukins & Annis, P.S. 717 W. Sprague Ave. Suite 160 Spokane, WA 99201	☐ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail
Kevin Roberts, Esq. Chad H. Freebourn, Esq. Roberts Freebourn, PLLC 120 N. Stevens St. Suite 30 Spokane, WA 99201 kevin@robertsfreebourn.com chad@robertsfreebourn.com	☐ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail
Darren M. Digiacinto, Esq. Christine M. Meehan, Esq. Winston & Cashatt P.S. 601 West Riverside Ave. Suite 1900 Spokane, WA 99201	☐ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail
Colin J. Troy, Esq. Wood, Smith, Henning & Berman LLP 801 Kirkland Ave. Suite 100 Kirkland, Washington 98033	☐ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail
Steven Schneider, Esq. Steven Schneider Attorney at Law, P.S. 1312 N. Monroe Street Spokane, WA 99201 ss@stevenschnneiderlaw.com	☐ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail
John Pierce, Esq. Law Office of John Pierce, P.S. 224 2 nd Street #330 Cheney, WA 99004 john@lawps.com	☐ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail

DECLARATION OF KYLE W. NOLTE: 6



STAMBER RUBENS, P.S.
ATTORNEYS AT LAW

720 WEST BOONE, SUITE 200
SPOKANE, WA 99201
TELEFAX (509) 326-4891
TELEPHONE (509) 326-4800

1 Dated: September 12th, 2025.

2 Carrie E. Holtan
3 Carrie E. Holtan, Paralegal
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DECLARATION OF KYLE W. NOLTE: 7



STAMPER RUBENS, P.S.
ATTORNEYS AT LAW

720 WEST BOONE, SUITE 200
SPOKANE, WA 99201
TELEFAX (509) 326-4891
TELEPHONE (509) 326-4800

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8 SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE
9

10 JEREMY ALVIS, STEVEN BRIMMER, and
11 CYNTHIA O'BRIEN,

12
13 Plaintiffs,

14 v.

15 BASCK, LLC; DIAMOND ROCK
16 PROPERTIES LLC; UNITED
17 PROCESSING SERVICES, INC.; PACIFIC
18 MORTGAGE CENTER, LLC; ALAN HURD
19 and JANE DOE HURD, spouse; HOME
20 CENTER DESIGN & CONSTRUCTION,
21 LLC; RICK HURD and NANCY HURD,
22 spouse; STEPHEN FORD; FORD &
23 MORTENSEN, PS aka FORD, DALTON
24 &MORTENSEN PS; TCF PROPERTIES,
25 LLC; DIAMOND ROCK FINANCIAL, LLC;
26 ROBERT "BOB" CALHOUN and JANE
27 DOE CALHOUN, spouse; and STEVEN
28 SCHNEIDER.

29 Defendants.
30
31

NO. 24-2-06116-32

DECLARATION OF STEPHEN H. FORD
IN SUPPORT OF DEFENDANT
STEPHEN FORD AND DEFENDANT
FORD & MORTENSON, P.S.'S MOTION
FOR PARTIAL SUMMARY JUDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

DECLARATION OF STEPHEN H. FORD: 1



STAMPER RUBENS, P.S.
ATTORNEYS AT LAW

720 WEST BOONIE, SUITE 200
SPOKANE, WA 99201
TELEFAX (509) 326-4891
TELEPHONE (509) 326-4800

1 I, STEPHEN H. FORD, depose and say:

2 1. I make this declaration upon personal knowledge and under penalty of perjury
3 under the laws of the State of Washington.
4

5 2. I am a licensed Washington attorney and have been practicing law in Spokane,
6 Washington since November 1992.
7

8 3. Attached hereto as **Exhibit A** is a true and correct copy of September 27, 2022,
9 email communication I received from Alan Hurd regarding proposed terms for a refinance loan
10 for the Sinto Property.
11

12 4. Attached hereto as **Exhibit B** is a true and correct copy of October 14, 2022, email
13 communication I received from Pacific Mortgage Center regarding the agreed refinance loan
14 terms and supporting documents.
15

16 5. I prepared loan documents necessary to close the refinance of the Sinto Property
17 based upon the terms provided in Pacific Mortgage Centers October 14, 2022, email
18 communication. Specifically, I prepared a HUD-1 Settlement Statement, a Promissory Note
19 ("Refinance Note"), a Deed of Trust ("Refinance DOT"), a Loan Agreement, a Compliance
20 Agreement, an Assignment of Rents and Leases, and an Assignment of Permits, Contracts, and
21 Plans.
22

23 6. Once the documents were completed, I emailed them to Mr. Brimmer in California
24 for his review. Prior to the execution of the documents, I had a brief telephone conference in
25 which I made myself available to answer any questions Mr. Brimmer had related to the loan
26 documents.
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DECLARATION OF STEPHEN H. FORD: 2



STAMPLER RUBENS, P.S.
ATTORNEY AT LAW

720 WEST BOONE, SUITE 200
SPOKANE, WA 99201
TELEFAX (509) 326-4891
TELEPHONE (509) 326-4800

1 7. Mr. Brimmer indicated he had no questions regarding the transaction or loan
2 documents, and that he had done several similar loans in the past. Mr. Brimmer further indicated
3 to me that he had reviewed the loan documents and was comfortable moving forward with closing
4 the refinance loan transaction.
5

6 8. At no point during this conversation, or at any time before, did Mr. Brimmer
7 indicate the loan proceeds would be used for anything other than a commercial purpose.
8
9

10 9. At no point during this conversation, or at any time before, did Mr. Brimmer
11 indicate his residential address was anything other than the California address listed for him and
12 Ms. O'Brien in the loan documents.
13

14 10. At no point during this conversation, or at any time before, did Mr. Brimmer
15 indicate the Sinto Property was being occupied, or would be occupied as a personal residence by
16 Mr. Brimmer or Ms. O'Brien.
17

18 11. Upon execution of the documents, Mr. Brimmer overnighted the originals from
19 California to my office for closing.
20

21 12. Attached hereto as **Exhibit C** is a true and correct copy of the Deed of Trust
22 executed as part of the refinance of the Sinto Property.
23

24 13. Attached hereto as **Exhibit D** is a true and correct copy of the Compliance
25 Agreement executed as part of the refinance of the Sinto Property.
26

27 14. Attached hereto as **Exhibit E** is a true and correct copy of the Assignment of
28 Permits, Contracts, and Plans executed as part of the refinance of the Sinto Property.
29
30
31

DECLARATION OF STEPHEN H. FORD: 3



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1 15. Attached hereto as **Exhibit F** is a true and correct copy of October 26, 2022, email
2 communication forwarded to me by Alan Hurd in which Mr. Brimmer requested a draw from the
3 refinance loan proceeds. Mr. Brimmer initially requested the draw be distributed to Ventana
4 Holdings, LLC; however, I required the draw funds be distributed to one or both of the borrowers,
5 and not to a third party unrelated to the loan. Mr. Brimmer subsequently provided me with wiring
6 instructions to an account in his name, held at a California Chase Bank location.
7
8

9
10 16. The borrowers failed to make payments when due, and on September 27, 2023, a
11 Notice of Default was issued for failure to make payment between January 2023 and September
12 2023. The total amounts in arrears as of the issuance of the Notice of Default was \$25,640.76.
13 Attached hereto as **Exhibit G** is a true and correct copy of the Notice of Default.
14
15

16 17. The Refinance Note matured on October 18, 2023, without payment by Mr.
17 Brimmer or Ms. O'Brien. After several attempts to resolve the default had failed, Basck, LLC,
18 issued a Notice of Default Commercial Loan to California Plaintiffs for a total sum due of
19 \$449,113.05, inclusive of interest, default interest, late charges, property taxes, and fees. Attached
20 hereto as **Exhibit H** is a true and correct copy of the Basck, LLC, Notice of Default.
21
22

23 18. On November 20, 2024, an Appointment of Successor Trustee was filed under
24 Spokane County Auditor recording No. 3785307, which appointed attorney Steven Schneider
25 successor trustee. Attached hereto as **Exhibit I** is a true and correct copy of the Appointment of
26 Successor Trustee.
27
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29
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DECLARATION OF STEPHEN H. FORD: 4



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1 19. Mr. Schneider subsequently recorded a Notice of Trustee Sale for Commercial
2 Property on December 3, 2024. Attached hereto as Exhibit J is a true and correct copy of the
3 Notice of Trustee Sale for Commercial Property.
4

5
6
7 Dated September 12, 2025.

8 Stephen H Ford
9 Stephen H Ford (Sep 12, 2025 09:13:23 PDT)

10 STEPHEN H. FORD
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DECLARATION OF STEPHEN H. FORD: 5



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CERTIFICATE OF SERVICE

I declare under penalty of perjury of the laws of the State of Washington, that on the date indicated below, a copy of the above-entitled pleading was served by the method below, and addressed to the following:

Michael D. Franklin, Esq. Zaine M. Yzaguirre, Esq. Lukins & Annis, P.S. 717 W. Sprague Ave. Suite 160 Spokane, WA 99201	☐ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail
Kevin Roberts, Esq. Chad H. Freebourn, Esq. Roberts Freebourn, PLLC 120 N. Stevens St. Suite 30 Spokane, WA 99201 kevin@robertsfreebourn.com chad@robertsfreebourn.com	☐ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail
Darren M. Digiacinto, Esq. Christine M. Meegan, Esq. Winston & Cashatt P.S. 601 West Riverside Ave. Suite 1900 Spokane, WA 99201	☐ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail
Colin J. Troy, Esq. Wood, Smith, Henning & Berman LLP 801 Kirkland Ave. Suite 100 Kirkland, Washington 98033	☐ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail
Steven Schneider, Esq. Steven Schneider Attorney at Law, P.S. 1312 N. Monroe Street Spokane, WA 99201 ss@stevenschneiderlaw.com	☐ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail
John Pierce, Esq. Law Office of John Pierce, P.S 224 2 nd Street #330 Cheney, WA 99004 john@lawps.com	☐ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail

DECLARATION OF STEPHEN H. FORD: 6



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Dated: September 12th, 2025.

Carrie E. Holtan
Carrie E. Holtan, Paralegal

DECLARATION OF STEPHEN H. FORD: 7



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7
8 **SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE**
9

10 JEREMY ALVIS, STEVEN BRIMMER, and
11 CYNTHIA O'BRIEN,

12 Plaintiffs,

13 v.
14

15 BASCK, LLC; DIAMOND ROCK
16 PROPERTIES LLC; UNITED
17 PROCESSING SERVICES, INC.; PACIFIC
18 MORTGAGE CENTER, LLC; ALAN HURD
19 and JANE DOE HURD, spouse; HOME
20 CENTER DESIGN & CONSTRUCTION,
21 LLC; RICK HURD and NANCY HURD,
22 spouse; STEPHEN FORD; FORD &
23 MORTENSEN, PS aka FORD, DALTON
24 &MORTENSEN PS; TCF PROPERTIES,
25 LLC; DIAMOND ROCK FINANCIAL, LLC;
26 ROBERT "BOB" CALHOUN and JANE
27 DOE CALHOUN, spouse; and STEVEN
28 SCHNEIDER.

29 Defendants.
30
31

NO. 24-2-06116-32

SUPPLEMENTAL DECLARATION OF
KYLE W. NOLTE IN SUPPORT OF
DEFENDANT STEPHEN FORD AND
DEFENDANT FORD & MORTENSON,
P.S.' MOTION FOR PARTIAL
SUMMARY JUDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

SUPPLEMENTAL DECLARATION OF KYLE W. NOLTE: 1



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ATTORNEYS AT LAW

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1 I, KYLE W. NOLTE, depose and say:

2 1. I make this declaration under penalty of perjury under the laws of the State of
3 Washington, based upon my personal knowledge and upon my review of the documents and
4 records in this matter.
5

6 2. I am one of the attorneys for Defendants Ford & Mortenson, P.S and Stephen Ford.
7

8 3. I served California Plaintiffs' counsel, Mr. Pierce, with Defendants Ford's First Set
9 of Requests for Admissions to Plaintiff Steven Brimmer and Plaintiff Cynthia O'Brian on April
10 8, 2025.
11

12 4. In my Declaration of July 3, 2025, filed with this Court in support of Defendant
13 Ford's Opposition to Plaintiffs' Motion for Protective Order and Sanctions, I cited to California
14 Plaintiffs' failure to timely answer Defendants Ford's First Set of Requests for Admissions, and
15 that the same time were deemed admitted pursuant to CR36(a). (See, *Declaration of Kyle Nolte*,
16 *dtd. July 3, 2025, at §§5, 6*).
17

18 5. In my Declaration of September 12, 2025, filed with this Court in support of
19 Defendants Ford's Motion for Summary Judgment, I again cited to California Plaintiffs' failure
20 to timely answer Defendants Ford's First Set of Requests for Admissions, and that the same were
21 deemed admitted pursuant to CR36(a). (See, *Declaration of Kyle Nolte, dtd. September 12, 2025,*
22 *at §§17, 18*).
23

24 6. On September 16, 2025, at 7:35 p.m., I received an e-mail from Mr. Pierce attaching
25 thereto two (2) .pdf documents, to wit: Plaintiff Steven Brimmer's responses to Defendants Ford's
26 First Set of Requests for Admissions, and a separate "Verification" signed by Plaintiff Steven
27
28
29
30
31



STAMPER RUBENS, P.S.
ATTORNEYS AT LAW

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1 Brimmer, dated July 28, 2025. Plaintiff Steven Brimmer did not sign the attestation set forth within
2 Defendants Ford's First Set of Requests for Admissions, and Mr. Pierce did not sign the "Attorney
3 Certification" set forth within Defendants Ford's First Set of Requests for Admissions.
4

5 I have attached hereto as **Exhibit A**, a true and correct copy of the email communication received
6 by me from Mr. Pierce on September 16, 2025; have attached hereto as **Exhibit B**, a true and
7 correct copy of the "Verification" executed by Plaintiff Steven Brimmer and dated July 28, 2025;
8 and, have attached hereto as **Exhibit C**, a true and correct copy of page 16 (signature page) of
9 Defendants Ford's First Set of Requests for Admissions.
10
11
12

13 7. Prior to September 16, 2025, our office received no communication of any kind
14 from Mr. Pierce regarding California Plaintiffs' failure to timely respond to Defendants Ford's
15 First Set of Requests for Admissions.
16

17 8. To date, our office has received no communication of any kind from Mr. Pierce
18 regarding scheduling any hearing pursuant to CR36, or otherwise, regarding California Plaintiffs'
19 failure to timely respond to Defendants Ford's First Set of Requests for Admissions.
20
21

22 9. Attached hereto as **Exhibit D**, is a true and correct copy of Federal Reserve's
23 website listing its publication of Supervision Manuals dated November 1, 2025. The web address
24 to the website is <http://www.federalreserve.gov/publications/supmanual.htm>.
25
26

27 10. Attached hereto as **Exhibit E** is a true and correct copy of page iii of the Consumer
28 Compliance Handbook. The web address to a full pdf of this handbook is
29 <http://www.federalreserve.gov/boarddocs/supmanual/cch/cch.pdf>. The Consumer Compliance
30 Handbook totals 867 pages and has not been produced in its full form to limit the materials
31



ST. A. M. P. R. U. B. E. N. S. P. S.
ATTORNEYS AT LAW

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1 presented to the Court. Should the Court request a complete copy of the handbook for its review,
2 I am happy to provide a complete copy at the time of the scheduled hearing or anytime before.
3
4

5 Dated October 3, 2025.
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KYLE W. NOLTE



STAMPER RUBENS, P.S.
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CERTIFICATE OF SERVICE

I declare under penalty of perjury of the laws of the State of Washington, that on the date indicated below, a copy of the above-entitled pleading was served by the method below, and addressed to the following:

Kevin Roberts, Esq. Chad H. Freebourn, Esq. Roberts Freebourn, PLLC 120 N. Stevens St. Suite 30 Spokane, WA 99201 kevin@robertsfreebourn.com chad@robertsfreebourn.com	☒ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail cc: Heather Nash: heather@robertsfreebourn.com
Darren M. Digiacinto, Esq. Christine M. Meegan, Esq. Winston & Cashatt P.S. 601 West Riverside Ave. Suite 1900 Spokane, WA 99201	☒ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail
Colin J. Troy, Esq. Wood, Smith, Henning & Berman LLP 801 Kirkland Ave. Suite 100 Kirkland, Washington 98033	☒ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail
Steven Schneider, Esq. Steven Schneider Attorney at Law, P.S. 1312 N. Monroe Street Spokane, WA 99201 ss@stevenschnneiderlaw.com	☒ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail
John Pierce, Esq. Law Office of John Pierce, P.S 224 2 nd Street #330 Cheney, WA 99004 john@lawps.com	☒ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail
Jason T. Piskel Piskel Yahne Kovarik PLLC 612 W. Main Ave, Suite 207 Spokane, WA 99201 jpiskel@pyklawyers.com	☒ U.S. First Class Mail ☐ Hand Delivered ☐ Overnight Mail ☐ Telecopy (Fax) ☒ Electronic Mail



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Dated: October 3rd, 2025.

Carrie E. Holtan
Carrie E. Holtan, Paralegal

H:\Clients\Ford.Stephen\Pleadings\Drafts\MSJ\Kyle Nolte Suppl. Declaration 10.2.25 KWN FINAL.docx



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Per CR5(e) & Judge Please this document
Has been filed with Clerk on:

JUL 30 2025

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

JEREMY ALVIS, STEVEN BRIMMER, and
CYNTHIA O'BRIEN,

Plaintiffs,

v.

BASCK, LLC; DIAMOND ROCK
PROPERTIES LLC; UNITED
PROCESSING SERVICES, INC.; PACIFIC
MORTGAGE CENTER, LLC; ALAN HURD
and JANE DOE HURD, spouse; HOME
CENTER DESIGN & CONSTRUCTION,
LLC; RICK HURD and NANCY HURD,
spouse; STEPHEN FORD; FORD &
MORTENSEN, PS aka FORD, DALTON
&MORTENSEN PS; TCF PROPERTIES,
LLC; DIAMOND ROCK FINANCIAL, LLC;
ROBERT "BOB" CALHOUN and JANE
DOE CALHOUN, spouse; and STEVEN
SCHNEIDER.

Defendants.

~~[PROPOSED]~~

NO. 24-2-06116-32

ORDER ON PLAINTIFFS' AMENDED
MOTION FOR PROTECTIVE ORDER.
SANCTIONS, AND WITNESS
TAMPERING

CLERK'S ACTION REQUIRED

I. BASIS

THIS MATTER came before the above-entitled Court on the motion of Plaintiffs, by and

ORDER ON PLAINTIFFS' AMENDED MOTION FOR PROTECTIVE
ORDER, SANCTIONS & WITNESS TAMPERING: 1



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1 through their attorney John Pierce, of Law Office of John Pierce, P.S., requesting the Court 1)
2 enter a no-contact order against the defendants, 2) impose sanctions upon Defendants Alan Hurd,
3 Stephen Ford and TCF Properties, LLC, for witness tampering, and 3) refer Defendants Alan Hurd,
4 Stephen Ford and TCF Properties, LLC for criminal investigation and prosecution under
5 9A.72.120.
6

7
8 Plaintiffs were represented at the hearing by their attorney John Pierce.
9

10 Defendant Alan Hurd was represented at hearing by Kevin W. Roberts of Robert
11 Freebourn, PLLC.
12

13 Defendant Stephen Ford was represented at hearing by Kyle W. Nolte of Stamper Rubens,
14 P.S.
15

16 Defendant TCF Properties, LLC, was represented at hearing by Darren M. Digiacinto of
17 Winston & Cashatt, P.S.
18

19 Defendant Basck, LLC and Diamond Rock Properties, LLC, were represented at hearing
20 by Zaine M. Yzaguirre of Lukins & Annis, P.S.
21

22 The Court considered the Court case file and the following pleadings and materials
23 submitted in support of, or in opposition to the motion:
24

- 25 1. Plaintiffs' Amended Motion for Protective Order and to Sanction Defendants for
26 Witness Tampering in Violation of RCW 9A.72.120;
27
28 2. Declaration of Defendant Alan Hurd;
29
30 3. Defendant Alan Hurd's Response Memorandum;
31
4. Plaintiff's Reply to Reply by Defendant Alan Hurd Response;

ORDER ON PLAINTIFFS' AMENDED MOTION FOR PROTECTIVE
ORDER, SANCTIONS & WITNESS TAMPERING: 2



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1 5. Declaration of Trina Ford;
2 6. Declaration of Darren Digiacinto;
3
4 7. Defendant TCF Properties, LLC's Response Memorandum;
5 8. Plaintiffs' Reply to Response by TCF Properties, LLC's Response;
6
7 9. Declaration of Stephen Ford;
8
9 10. Declaration of Kyle W. Nolte;
10 11. Defendant Stephen Ford's Response Memorandum;
11 12. Declaration of John Pierce Plaintiffs' Reply to Response Stephen Ford Response;
12
13 13. Supplemental Declaration of Stephen Ford;
14
15 14. Defendants' Basck, LLC's and Diamond Rock Financial, LLC's Response
16 Memorandum;

17
18 15. The Court received argument from Plaintiffs' counsel and from each of Defendants'
19 counsel present.

20
21 16. At the commencement of the hearing, Kevin Roberts, attorney for Mr. Alan Hurd,
22 moved the Court to strike the motion for a protective order as not properly before the Court.
23

24 17. At the commencement of the hearing, Kyle W. Nolte, attorney for Mr. Stephen
25 Ford, moved the Court to excuse Mr. Juan Robles from counsel table and the Courtroom.
26

27 II. FINDINGS

28 1. Plaintiffs' motion for a protective order was not properly before the Court, which
29 Plaintiffs' counsel conceded at the beginning of his argument, and which motion the Court struck
30 at hearing.
31

ORDER ON PLAINTIFFS' AMENDED MOTION FOR PROTECTIVE
ORDER, SANCTIONS & WITNESS TAMPERING: 3



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1 2. Mr. Juan Robles is not a current party to the matter, but pursuant to Plaintiffs'
2 counsel, a material witness. The Court excluded Mr. Robles from the courtroom for hearing.

3 3. Plaintiffs' written motion requested the Court "award sanctions against Defendants
4 Alan Hurd, Stephen Ford, and TCF Properties, LLC for tampering with witnesses, in violation of
5 RCW 9A.72.120, and requested the Court refer this matter [the alleged conduct of Defendants
6 Alan Hurd, Stephen Ford, and TCF Properties, LLC], for criminal investigation and prosecution
7 under the same statute."
8

9 4. At hearing, Plaintiffs' counsel stated he was not asking the Court to refer
10 Defendants Alan Hurd, Stephen Ford, and TCF Properties, LLC.
11

12 5. Witness tampering under 9A.72.120, is a criminal matter and there is no private
13 cause of action available to the Plaintiffs that the Court could order or enforce.
14

15 6. Plaintiffs failed to provide any admissible evidence to the Court in support of their
16 several motions.
17

18 7. Plaintiffs provided the Court no affidavit or declaration of any person with personal
19 knowledge of any fact alleged in, or relevant to Plaintiffs' motion.
20

21 8. Plaintiffs submitted to the Court excerpts of text messages as evidence of
22 communications, which Plaintiffs² alleged as the basis for their motion; however, Plaintiffs
23 submitted no affidavit or declaration authenticating the text messages, and the text messages do
24 not indicate a date or a time they were allegedly sent or delivered.
25

26 9. The multiple declarations submitted to the Court by Plaintiffs' counsel are not
27 evidence. Pursuant to Plaintiffs' counsel's declarations, he possessed no personal knowledge of
28
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30
31

ORDER ON PLAINTIFFS' AMENDED MOTION FOR PROTECTIVE
ORDER, SANCTIONS & WITNESS TAMPERING: 4



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1 the facts alleged in Plaintiffs' motion, including the text messages, which Plaintiffs² allege as the
2 basis for their motion.

3
4 10. Plaintiff's⁵ counsel is not permitted to be a witness in the matter and Plaintiffs'
5 counsel's declarations cannot be used to authenticate, corroborate or establish any fact alleged in
6 Plaintiffs' motion, for which Plaintiffs' counsel has no personal knowledge.

7
8 11. The Declaration of Mr. Alan Hurd⁹ is the only admissible evidence before the Court
9 with regard to the context of the communications Plaintiffs submitted to the Court and which
10 Plaintiffs claim as the basis of their motion.

11
12 12. Based on the testimony of Mr. Alan Hurd, which is the only admissible evidence
13 before the Court, the Court finds that Mr. Juan Robles initiated the contact with Mr. Hurd.

14
15 13. The Court finds no basis to impose sanctions against Defendant Alan Hurd, a non-
16 lawyer, based on his response to Mr. Robles.

17
18 14. Based on the evidence before the Court, there is no basis to impose sanctions
19 against Defendant Stephen Ford.

20
21 15. Plaintiffs' counsel conceded at hearing that Defendant TCF Properties, LLC, had
22 never received his June 9, 2025, e-mail advising that Mr. Robles was "an anticipated new
23 plaintiff." Nonetheless, Plaintiffs included TCF Properties, LLC, in their motion.

24
25 16. Based on the evidence before the Court, there is no basis to impose sanctions
26 against Defendant TCF Properties, LLC.

27
28 17. Each of the Defendants named in Plaintiffs' motion and appearing at hearing filed
29 a response to Plaintiffs' motion, and each requested the imposition of sanctions against Plaintiffs,

30
31
ORDER ON PLAINTIFFS' AMENDED MOTION FOR PROTECTIVE
ORDER, SANCTIONS & WITNESS TAMPERING: 5



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1 and an award of fees for having to respond to and defend Plaintiffs' motion.

2 18. Having considered Plaintiffs' motion and the Defendants' response materials, and
3 based on the serious nature of Plaintiffs' allegations against the Defendants named in Plaintiffs'
4 motion, including allegations that Defendants conspired to engage in criminal conduct, without
5 having provided any admissible evidence of such conduct to the Court, this Court agrees the
6 imposition of sanctions in the form of attorney fees is appropriate and warranted.
7

8 19. Plaintiffs' will pay the Defendants' attorneys fees incurred in responding to this
9 motion, as determined by a fee affidavit submitted by their respective counsel.
10

11 Based on the findings of the Court,
12

13 III. ORDER

14 IT IS HEREBY ORDERED:
15

16 1. Plaintiffs' motion for protective order is DENIED.
17

18 2. Plaintiffs' motion for sanctions against Defendants Alan Hurd, Stephen Ford and
19 TCF Properties, LLC, is DENIED.
20

21 3. Plaintiffs' motion requesting the Court refer Defendants Alan Hurd, Stephen Ford
22 and TCF Properties, LLC, for criminal investigation and prosecution under 9A.72.120 is DENIED.
23

24 4. Defendants Alan Hurd's, Stephen Ford's and TCF Properties, LLC's request for
25 the imposition of sanctions against Plaintiffs is GRANTED.
26

27 5. Defendants Alan Hurd, Stephen Ford and TCF Properties, LLC, are awarded their
28 fees incurred in responding to and defending against Plaintiffs' motion.
29

30 6. The Court shall determine a fee award to Defendants Alan Hurd, Stephen Ford and
31

Reasonable. *ASD*

ORDER ON PLAINTIFFS' AMENDED MOTION FOR PROTECTIVE
ORDER, SANCTIONS & WITNESS TAMPERING: 6


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1 TCF Properties, LLC, without oral argument, as follows:

2 a. Within ten days of entry of this order, counsel for Defendants Alan Hurd,
3
4 Stephen Ford and TCF Properties, LLC, shall file their fee affidavits and a proposed order
5 with the Court, and serve a copy upon Plaintiffs' counsel.
6

7 b. Within five (5) days of receipt of Defendants' fee affidavits, Plaintiffs'
8 counsel shall file their written objection to Defendants' request for fees, if any, and serve
9 a copy on Defendants' counsel.
10

11 c. Within five (5) days of receipt of Plaintiffs' written objection, if any,
12 Defendants' counsel shall have five (5) days to submit any reply to Plaintiffs' objection.
13

14 d. Thereafter, the Court shall determine an award of fees to Defendants Alan
15 Hurd, Stephen Ford and TCF Properties, without oral argument.
16

17 7. The fees awarded herein shall be paid by the Plaintiffs to Defendants within 30
18 days. *unless specified differently in the order. (Asp)*
19

20 8. In the event the fees awarded herein, or any portion thereof, shall remain unpaid
21 after 30 days, the Defendants, or any of them, shall be entitled to entry of a judgment against
22 Plaintiffs, jointly and severally, without further notice to Plaintiffs, upon submission of affidavit
23 from said Defendant evidencing the amount then remaining unpaid. Such judgment shall accrue
24 interest at the legal rate of 12% per annum, until satisfied.
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DONE IN OPEN COURT THIS 30 day of July, 2025.

HON. ANNETTE PLESE, JUDGE

Presented by:

STAMPER RUBENS, P.S.

By: [Signature]
Kyle W. Nolte, WSBA #27073
Attorney for Defendant Stephen Ford, Ford &
Mortensen, PS aka Ford, Dalton, &
Mortensen, PS

LUKINS & ANNIS, P.C.

Electronically Approved 7.23.25
By: _____
Michael D. Franklin, WSBA #34213
Attorney for Defendants Basck LLC and
Diamond Rock Financial LLC

WINSTON & CASHATT, P.S.

Electronically Approved 7.23.25
By: _____
Darren M. Digiacinto, WSBA #39771
Attorney for Defendants TCF Properties LLC

Approved by:
Notice of Presentment waived:

ROBERTS FREEBOURN, PLLC

Electronically Approved 7.23.25
By: _____
Kevin Roberts, WSBA #29473
Attorney for Defendants Pacific Mortgage
Center LLC; Alan Hurd; Jane Doe Hurd;
Home Center Design & Construction LLC;
Rick Hurd; Nancy Hurd; Robert Calhoun; and
Jane Doe Calhoun

LAW OFFICE OF JOHN PIERCE, P.S.

Agreed as to Form.
By: [Signature]
John Pierce, WSBA #38722
Attorney for Plaintiffs Jeremy Alvis, Steven
Brimmer, and Cynthia Obrien

H:\Clients\Ford, Stephen\Pleadings\Order on Motion for PO Sanctions Witness Tampering 7.23.25 (v2).docx



STAMPER RUBENS, P.S.
ATTORNEYS AT LAW

720 WEST BOONE, SUITE 300
SPokane, WA 99201
TELEFAX (509) 326-4891
TELEPHONE (509) 326-4800

ORDER ON PLAINTIFFS' AMENDED MOTION FOR PROTECTIVE
ORDER, SANCTIONS & WITNESS TAMPERING: 8

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7 SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

8 JEREMY ALVIS, STEVN BRIMMER,
and CYNTHIA OBRIEN;

9 Plaintiffs,

10 v.

11 BASCK LLC; DIAMOND ROCK
12 PROPERTIES LLC; UNITED
13 PROCESSING SERVICES INC; PACIFIC
14 MORTGAGE CENTER LLC; ALAN
HURD and JANE DOE HURD, Spouse;
15 HOME CENTER DESIGN &
CONSTRUCTION LLC; RICK HURD
and NANCY HURD, spouse; STEPHEN
16 FORD; FORD & MORTENSEN, PS a.k.a.
FORD, DALTON & MORTENSEN, PS;
17 TCF PROPERTIES, LLC; DIAMOND
ROCK FINANCIAL LLC; ROBERT
18 "BOB" CALHOUN and JANE DOE
CALHOUN, Spouse; and STEVEN
19 SCHNEIDER;

20 Defendants.

Case No. 24-2-06116-32

FINDINGS OF FACT AND
CONCLUSIONS OF LAW RE: ORDER
GRANTING DEFENDANT HURD'S / 4 other Δ's
MOTION TO ESTABLISH AMOUNT OF
ATTORNEY FEES AND COST AGAINST
PLAINTIFFS

ORIGINAL

21 THIS MATTER came before the Court on Defendant Hurd's Motion to Establish
22 Amount of Attorney Fees and Costs. Based on the argument of counsel and evidence presented,
23 the Court enters the following findings of fact and conclusions of law.

24 **FINDINGS OF FACT**

25 1. On July 30, 2025, this Court found the imposition of sanctions in the form of
FINDINGS OF FACT AND CONCLUSIONS ... - 1

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1 attorney fees appropriate and warranted for Plaintiffs' unsupported motion for sanctions and for
2 criminal investigation and prosecution and order Plaintiffs to pay the Defendants' attorney fees
3 incurred in responding to the motion as determined by a fee affidavit submitted by their
4 respective counsel. Order on Plaintiffs' Amended Motion for Protective Order, Sanctions &
5 Witness Tampering, filed July 30, 2025 ("Order").

6 2. On June 17, 2025, Plaintiff's Counsel filed "Plaintiffs' Motion For Protective
7 Order and to Sanction Defendants for Witness Tampering in Violation of RCW 9A.72.120".
8 This Motion was filed on behalf of a non-party, Juan Lopez Robles. It sought a "no-contact
9 order", a finding that Defendants were in violation of RCW 9A.72.120 and for the Court to "refer
10 this matter for criminal investigation and prosecution under the same statute."

11 3. Plaintiffs failed to provide the Court with any legal authority supporting their
12 request for a no-contact order and a finding of criminal liability in a civil action.

13 4. Plaintiffs' allegations included allegations Defendants conspired to engage in
14 criminal conduct.

15 5. Plaintiff did not present any admissible evidence of such conduct to the Court.
16 Plaintiff also did not present any declaration or evidence from Juan Lopez Robles.

17 6. Plaintiffs' Counsel admitted at the hearing that there was no legal basis for
18 bringing a "no-contact" order based on a third-party within this action.

19 7. Plaintiff's Counsel admitted that his representations to the Court were based on
20 assumptions and that there was no personal knowledge of whether Defendants initiated the
21 communications provided to the Court.

22 8. As a result, of Plaintiffs' motion, Defendants incurred unnecessary attorney fees
23 and costs.
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FINDINGS OF FACT AND CONCLUSIONS ... - 2

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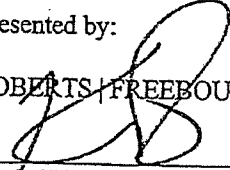
CONCLUSIONS OF LAW

1. Plaintiffs' Motion was not warranted by existing law.
2. Plaintiffs' Motion was not well grounded in fact.
3. Plaintiffs' Motion was made in bad faith, wrongfully subjected Defendants to needless litigation, and sought a wrongful and procedurally defective request for a "no-contact order".
4. Defendant Hurd's Motion to Establish Amount of Attorney Fees and Costs against Plaintiffs is **GRANTED**.
5. The fees and costs sought by Defendant Hurd are reasonable and were necessary to respond to Plaintiffs' motion and argue the hearing.
6. Defendant Hurd is awarded reasonable attorney fees in the amount of \$9,488⁰⁰ and costs in the amount of \$228.86 against Plaintiffs, jointly and severally.
7. A judgment is to be entered in the amount of \$9488⁰⁰ shall be entered for these amounts in favor of Defendant Hurd and against Plaintiffs, jointly and severally.
8. Defendant Alan Hurd is entitled to post judgment interest at the rate of 12% per annum until satisfied should Plaintiffs fail to pay the reasonable attorney fees and costs within 60 days of entry of the Judgment.

DATED this 26 day of August 2025. ^{Sep 2025}


Honorable Judge Annette Plese

Presented by:


ROBERTS | FREEBOURN, PLLC

Kevin W. Roberts, WSBA #29473
Attorney for Defendant Hurd

FINDINGS OF FACT AND CONCLUSIONS ... - 3

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