

WA LITIGATION GUARANTEE

ISSUED BY STEWART TITLE GUARANTY COMPANY a corporation, herein called the Company

Order No.: 25-40746-VTE **Dated:** August 20, 2025

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

GUARANTEES

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of priority;

All subject, however, to the exclusions from coverage, the limits of liability and the other provisions of the Conditions and Stipulations hereto annexed and made a part of the Guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

Vista Title and Escrow, LLC

Company Name

201 W. North River Drive Suite 205 Spokane, WA 99201

City, State

TEXAS

// *

Frederick H. Eppinger President and CEO

> David Hisey Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

- 1. **Definition of Terms** The following terms when used in this Guarantee mean:
 - (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
 - (b) "public records": those records which impart constructive notice of matters relating to said land;
 - (c) "date": the effective date;
 - (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
 - (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- 2. Exclusions from Coverage of this Guarantee The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
 - (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

Prosecution of Actions –

- (a) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision thereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.
- 4. Notice of Loss Limitation of Action A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.
- 5. Options to Pay, Settle or Compromise Claims The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness and the mortgage to the Company upon payment of the purchase price.

6. Limitation of Liability – Payment of Loss –

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of liability stated on the face page thereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.
- 7. Subrogation Upon Payment or Settlement Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.
- 8. Guarantee Entire Contract Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

 No provision or condition to this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.
- 9. Notices, Where Sent All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
- 10. The fee specified on the face of this Guarantee is the total fee for title search and examination and for this Guarantee.

Page 2 of 2 for Policy Number: G-6328-000027523 Agent ID: 470144

LITIGATION GUARANTEE

Issued by STEWART TITLE GUARANTY COMPANY

a corporation, herein called the Company

SCHEDULE A

Prepared by: Vista Title and Escrow LLC, 602386172

Order Number: 25-40746-VTE

Date of Guarantee: August 20, 2025

Guarantee No.: 000027523

Premium: \$860.00

Amount of Liability: \$244,500.00 Sales Tax: \$78.26

Total: \$938.26

1. Name of Assured: Spokane County Treasurer

2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is: Fee

Title to said estate or interest at the date hereof is vested in:
 Tampien Enterprises LLC, an Administratively Dissolved Washington Limited Liability Company, who acquired title by Deed recorded May 14, 2018 under Aduitor's File Number 6707473

4. The land referred to in this Guarantee is situated in the State of Washington, County of Spokane and is described as follows: See attached Exhibit "A".

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

SCHEDULE B

Order Number: 25-40746-VTE Guarantee No.: 000027523

GENERAL EXCEPTIONS FROM COVERAGE

- 1. Rights of claims of parties in possession not shown by the public records.
- 2. Easements, claims of easements or encumbrances which are not shown by the public records.
- 3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
- 5. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- 6. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- 7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
- 8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 9. General and Special Taxes and any Assessments. No search has been made thereof.
- 10. Any unpaid assessments or charges, and liability for further assessments or charges by: the County of Spokane, the City of Mead and Spokane County Water District #3
- 11. The limited liability company vested in title is Administratively Dissolved. Evidence must be submitted showing the identity of all the Members of Tampien Enteprises, LLC on the date of dissolution. The subject property may be subject to matters filed against said parties from the date of dissolution to present day.
- 12. Deed of Trust and the terms and conditions thereof:

Grantor: Tampien Enterprises, LLC, a Washington limited liability company

Trustee: First American Title

Beneficiary: Spokane River Road, LLC

Amount: \$50,000.00 Dated: February 26, 2019 Recorded: May 2, 2019

Recording No.: 6802320 in the official records

NOTE: Affects this and other property

The amount now secured by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

NOTE: Subordination Agreement and the terms and conditions thereof:

By Agreement dated: February 26, 2019

Recorded: December 12, 2019

Recording No.: 6873415 in the official records

The Deed of Trust recorded under Spokane County recording number 6802320 was purportedly made subordinate to the Deed of Trust recorded under Spokane County recording number 6873414.

13. Deed of Trust and the terms and conditions thereof:

Grantor: Tampien Enterprises, LLC, a Washington limited liability company

Trustee: Ford & Dalton, PS

Beneficiary: Wellesley Property, LLC, an Idaho limited liability company

Amount: \$395,000.00 Dated: December 11, 2019 Recorded: December 12, 2019

Recording No.: 6873414 in the official records

NOTE: Affects this and other property

The amount now secured by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

Pending action in Spokane County: Superior Court Cause No.: 2020197132 Being an action for: Judicial Foreclosure Plaintiff: Wellesley Property LLC Defendant: Tampien Enterprises, LLC

Attorney for Plaintiff: M. Connor McKeegan, Hawley Troxell Ennis & Hawley, LLP

Telephone No.: 509-624-5265

A Lis Pendens of said action was recorded on July 13, 2021 under Recording No. 7099947 in the official records.

Attachment of Real Estate - Sheriff's Levy on Real Estate and Order of Sale and the terms and conditions thereof:

Recorded: May 9, 2024

Recording No.: 7348201 in the official records

Certificate of Sale and the terms and conditions thereof:

Recorded: July 22, 2025

Recording No.: 7429866 in the official records

14. Deed of Trust and the terms and conditions thereof:

Grantor: Tampien Enterprise, LLC, a Washington limited liability company

Trustee: Gustafson Law, Inc., P.S.

Beneficiary: MidAtlantic IRA, LLC FBO Neil O'Keeffe, IRA, as to an undivided 54.545% interest and MidAtlantic IRA,

LLC FBO Neil O'Keeffe ROTH IRA, as to an undivided 45.455% interest

Amount: \$55,800.00 Dated: January 27, 2020 Recorded: January 30, 2020

Recording No.: 6887457 in the official records

NOTE: Affects this and other property

The amount now secured by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

15. Judgment:

Against: Tampien Enterprises, LLC and Jonathan Tampien

In Favor Of: TBF Financial, LLC

Amount: \$33,554.96 Filed: October 15, 2020

STEWART TITLE GUARANTY COMPANY

Litigation Guarantee Page 3 of 10

Order No. 25-40746-VTE

Judgment No.: 20-2-02428-32 Case No.: 20-2-02428-32

Attorney: David E. Eash, Feltman Ewing P.S.

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

16. Judgment:

Against: Jonathan Tampien and Tampien Enterprises, LLC

In Favor Of: MidAtlantic IRA, LLC FBO Neil O'Keeffe, IRA and MidAtlantic IRA, LLC FBO Neil O'Keeffe ROTH IRA

Amount: \$73,974.56 Filed: March 9, 2021

Judgment No.: 21-2-00583-32 Case No.: 21-2-00583-32

Attorney: Tyler S. Waite, Campbell & Bissell, PLLC

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

17. Judgment:

Against: Tampien Enterprises, LLC

In Favor Of: Department of Labor and Industries

Amount: \$15,410.00 Filed: January 5, 2021

Judgment No.: 21-2-10003-32 Case No.: 21-2-10003-32

Attorney: NA

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

18. Judgment:

Against: Tampien Enterprises, LLC and Jonathan Tampien In Favor Of: Spokane River Road, LLC and Thumbrock LLC

Amount: \$1,036,873.40 Filed: August 18, 2023 Judgment No.: 22-2-01114-32 Case No.: 22-2-01114-32

Attorney: Becki Wheeler, McNeice Wheeler, PLLC

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

19. Judgment:

Against: Jon Tampien

In Favor Of: Black Forest Hardwood Floors, LLC

Amount: \$15,258.38 Filed: July 8, 2022

Judgment No.: 22-2-01253-32 Case No.: 22-2-01253-32

Attorney: Michael A. Leto, Stamper Rubens, P.S.

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and

Order No. 25-40746-VTE

the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

20. Judgment:

Against: Jon Tampien

In Favor Of: Black Forest Hardwood Floors, LLC

Amount: \$2,000.00 Amount: \$1,250.00 Filed: February 13, 2023 Judgment No.: 22-2-01253-32 Case No.: 22-2-01253-32

Attorney: Michael A. Leto, Stamper Rubens, P.S.

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

21. Judgment:

Against: Jon Tampien

In Favor Of: Black Forest Hardwood Floors, LLC

Amount: \$1,827.50 Filed: May 8, 2023

Judgment No.: 22-2-01253-32 Case No.: 22-2-01253-32

Attorney: Michael A. Leto, Stamper Rubens, P.S.

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

22. Judgment:

Against: 126 N Division St LLC d/b/a Red Lion Pub and Jonathan R. Tampien

In Favor Of: Horizon Credit Union

Amount: \$6,616.51 Filed: December 14, 2022 Judgment No.: 22-2-03789-32 Case No.: 22-2-03789-32

Attorney: Benjamin D. Phillabaum, Phillabaum, Ledlin, Matthews & Sheldon, PLLC

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

23. Judgment:

Against: Tampien Enterprises, LLC and Jonathan Tampiem

In Favor Of: Kyle Bartlett Amount: \$127,359.59 Filed: November 30, 2023 Judgment No.: 23-2-05122-32 Case No.: 23-2-05122-32

Attorney: Timothy R. Fischer, Winston & Cashatt Lawyers, P.S.

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

24. Judgment:

Against: Russel Tampien In Favor Of: Kyle Bartlett Amount: \$127,359.59 Filed: August 23, 2024 Judgment No.: 23-2-05122-32

Case No.: 23-2-05122-32

Attorney: Timothy R. Fischer, Winston & Cashatt Lawyers, P.S.

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

25. Judgment:

Against: Tampien Enterprise, LLC and Jonathan Tampien

In Favor Of: Matthew J. Maynard

Amount: \$318,867.32 Filed: November 30, 2023 Judgment No.: 23-2-05123-32 Case No.: 23-2-05123-32

Attorney: Timothy R. Fischer, Winston & Cashatt Lawyers, P.S.

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

26. Judgment:

Against: Tampien Enterprises, LLC and Jonathan Tampien

In Favor Of: Estiven A. Gonzalez Assigned to: Fireside, LLC Amount: \$180,526.85 Filed: November 30, 2023 Judgment No.: 23-2-05124-32

Case No.: 23-2-05124-32

Attorney: Timothy R. Fischer, Winston & Cashatt Lawyers, P.S.

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

27. Judgment:

Against: Tampien Enterprises, LLC In Favor Of: Northwest Granite Inc

Amount: \$31,084.46 Filed: November 25, 2024 Judgment No.: 24-2-05801-32 Case No.: 24-2-05801-32

Attorney: Robert C. Scanlon, Dellwo, Roberts & Scanlon, P.S.

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

28. Judgment:

Against: Jonathan Tampien

In Favor Of: Department of Labor & Industries

Amount: \$6,744.53 Filed: July 5, 2024

Order No. 25-40746-VTE

Judgment No.: 24-2-11021-32 Case No.: 24-2-11021-32

Attorney: NA

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

29. Judgment:

Against: Jonathan Russell Tampien

In Favor Of: Department of Labor & Industries

Amount: \$2,479.85 Filed: September 27, 2024 Judgment No.: 24-2-11491-32 Case No.: 24-2-11491-32

Attorney: NA

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

30. Easement and the terms and conditions thereof:

Disclosed by instrument recorded: December 18, 1951

Recording No.: 71856B in the <u>official records</u>
Purpose: Right of way for electric distribution
In Favor of: The Washington Water Power Company

- 31. Restrictions, easements, dedications and delineated matters, but deleting any covenant, conditions, or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (C), contained on the face of the Plat of Dickson-Dunn Orchard Tracts in the official records .pdf) as recorded in Volume "J" of Plats, Page(s) 47, and any amendments thereto.
- 32. Pending action in Spokane County:

Superior Court Cause No.: 25-2-01607-32 Being an action for: Tax Lien Foreclosure

Plaintiff: Spokane County, a Political Subdivision of the State of Washington

Defendant: Tampien Enterprises, LLC Attorney for Plaintiff: Lawrence Haskell

Telephone No.: 509-477-5764

33. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520 in the official records.

End of Special Exception

Order Number: 25-40746-VTE Guarantee No.: 000027523

INFORMATIONAL NOTES

1. Said necessary parties (other than those having a claim or interest by reason of matters shown in Exceptions) to be made defendants in said action to be brought by the plaintiff, are as follows:

Spokane River Road, LLC 632 Little Spokane River Road Newport, WA 99150

Wellesley Property, LLC 3142 E Rivercrest Dr. Post Falls, ID 83854

MidAtlantic IRA, LLC FBO Neil O'Keeffe, IRA, as to an undivided 54.545% interest and MidAtlantic IRA, LLC FBO Neil O'Keeffe ROTH IRA, as to an undivided 45.455% interest 118 W Church St.

Frederick, MD 21701

M. Connor McKeegan Hawley Troxell Ennis & Hawley, LLP 422 W Riverside Ave., Suite 1100 Spokane, Washington 99201

Attn: Civil Division Spokane County Sheriff's Office 1100 W Mallon Ave Spokane, WA 99206

Paine Hamblen OS 717 W Sprague Ave, Ste 1200 Spokane, WA 99201

David E. Eash Feltman Ewing P.S. 421 W Riverside Ave. Ste. 1200 Spokane, WA 99201

Tyler S. Waite Campbell & Bissell, PLLC 820 W 7th Ave. Spokane, WA 99204

Department of Labor and Industries P.O Box 44000 98504-4000 Olympia, WA 98504-4000

Becki Wheeler McNeice Wheeler, PLLC 221 W. Main Ave. Ste. 100 Spokane, WA 99201

Michael A. Leto Stamper Rubens, P.S. 720 W Boone, Ste 200

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Spokane, WA 99201

Benjamin D. Phillabaum Phillabaum, Ledlin, Matthews & Sheldon, PLLC 1235 N Post, Ste. 100 Spokane, Washington 99201

Timothy R. Fischer Winston & Cashatt Lawyers, PS. 1900 Bank of America Financial Center 601 W Riverside Spokane, Washington 99201

Robert C. Scanlon Dellwo, Roberts & Scanlon, P.S. 1124 W Riverside, Ste 310 Spokane, WA 99201

2. The name of a newspaper of general circulation for the publication of a notice of sale:

The Spokesman Review Spokane Valley News Herald Cheney Free Press

EXHIBIT A

Order Number: 25-40746-VTE Guarantee No.: 000027523

PROPERTY DESCRIPTION:

The East 120 feet of the South 25 feet of Tract 57, Dickson-Dunn Orchard Tracts, according to the plat thereof recorded in Volume "J" of Plats, Page 47, records of Spokane County

6707473 05/14/2018 11:09:41 AM

Rec Fee: \$75.00 Page 1 of 2
Deed SIMPLIFILE LC E-RECORDING

Spokane County Washington eRecorded

When recorded return to:

Tampien Enterprises, LLC 209 W 29th Ave. Spokane, WA. 99203

Escrow No: WA-2335-GY

BARGAIN AND SALE DEED

THE GRANTOR, U.S. Bank National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2007-CB6, for and in consideration of Ten Dollars and other valuable consideration in hand paid, bargains, sells, and conveys to:

Tampien Enterprises, LLC

the following described real property, situated in the County of Spokane, State of Washington:

The North 60 feet of the East 120 feet of Tract "A" and the East 120 of the South 25 feet of the Tract 57, Dickson-Dunn Orchard Tracts, according to the plat thereof, recorded in Volume J of Plats, Page 47, records of Spokane County,

Situate in the County of Spokane, State of Washington.

A.P.N.(s): 36102.0201 and 36102.0126

Page 1 of 2

Dated: MAY 10, 2018					
U.S. Bank National Association, as Trustee BASS Mortgage Loan Asset-Backed Certification 2007-CB6					
By: Ocwen Loan Servicing LLC, as Attorne	ey in Fact				
Name: Beonide Durandisse					
Title: Contract Management Coordinator					
STATE OF FLORIDA COUNTY OF PALM BEACH	ss.				
on UNY 10, 2018	before me	Rafael Go	nzalez	, Nota	arv
Public, personally appeared Beonide D Ocwen Loan Servicing LLC, as Attorney in Mortgage Loan Asset-Backed Certificates, evidence to be the person(s) whose name(s) that he/she/they executed the same in his/he on the instrument the person(s), or the entity	Durandisse Fact for U.S. Series 2007- is/are subscri	Bank National ACB6, who proved to the withing the capacity (ies	ed to me on the in instrument and in that by his	ordinator ustee for the C- basis of satisfi acknowledged her/their signat	for BASS actory to me ture(s)
I certify under PENALTY OF PERJURY u true and correct.	nder the laws	of the State of	Florida that the fo	regoing paragr	aph is
WITNESS my hand and official seal.		$\int_{\Omega} dx dx$	or who		
Dated: MAY 10, 2018		WWA) WVV		
Notary Public State of Florida RAFAEL GONZALEZ My Commission GG 045659 Expires 11/08/2020	Notary Public	printed or typed in and for the second in th	State of FURI		
***************************************	Personally	Known To Me			
	Pa	's 5=10-1°	В		

05/02/2019 03:32:59 PM
Recording Fee \$157.00 Page 1 of 8
Deed Of Trust SPOKANE RIVER ROAD LLC
Spokane County Washington

RETURN NAME and ADDRESS
SPOKANE RZUER ROAD LLC
632 LITTLE SPOKANE RZUER RD
632 LZFTCE SPOKANE RZVER RD NEWPORT, WA 99150
Please Type or Print Neatly and Clearly All Information AUDITOR'S NOTE:
Document Title(s) New OF Thur Is A Copy
Reference Number(s) of Related Documents
Grantor(s) (Last Name, First Name, Middle Initial) TAMPIGN ENTER PRISES LLC
TRUSTEE FIRST AMERICAN TITLE
Grantee(s) (Last Name, First Name, Middle Initial) SOOKAND REVER ROAN
Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision) DICKSON 3 DUNN ORCH TR N60 FT OF E120 Pt B A SPOKANE COUNTY
Assessor's Tax Parcel ID Number 36102 1020/
The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.
Sign below only if your document is Non-Standard.
I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.
Signature of Requesting Party

AFTER RECORDING MAIL TO: Spokane River Road, LLC 632 Little Spokane River Road

Newport, WA 99150

Space above this line for Recorders use only

Date: February 26,

DEED OF TRUST

(For use in the State of Washington only)

File No: 4252-3101668 (ma)

2019

Grantor(s): Tampien Enterprises, LLC, a Washington limited liability company

Grantee(s): Spokane River Road, LLC

Trustee: First American Title, a Corporation

Abbreviated Legal: DICKSON&DUNN ORCH TR N60FT OF E120FT B A, SPOKANE

COUNTY

Additional Legal on page: 1

Assessor's tax parcel/Account Nos: 36102.0201

THIS DEED OF TRUST, made this Twetny Sixth day of February 26, 2019, between Tampien Enterprises LLC, a Washington limited liability company, as GRANTOR(S), whose address is PO Box 30028, Spokane, WA 99223, and First American Title , a Corporation , as TRUSTEE, whose address is 7407 N Division Street, Suite I, Spokane, WA 99208, and Spokane River Road, LLC, as BENEFICIARY, whose address is 632 Little Spokane River Road, Newport, WA 99150.

WITNESSETH: Grantor(s) hereby bargain(s), sel!(s) and convey(s) to Trustee in trust, with power of sale, the following described property in Spokane County, Washington:

LEGAL DESCRIPTION: Real property in the County of Spokane, State of Washington, described as follows:

The North 60 feet of the East 120 feet of Tract "A" and the East 120 of the South 25 feet of the Tract 57, Dickson-Dunn Orchard Tracts, according to the plat thereof, recorded in Volume J of Plats, Page 47, records of Spokane County

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

A.P.N.: 35102.0201

Deed of Trust - continued File No.: 4252-3101658 (ma)

- 7. In the event of the death, incapacity, disebility, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Dead of Trust or of an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- 8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.
- 9. ADDITIONAL TERMS AND CONDITIONS: (Check one)

a. [] NONE

b. [X] As set forth on the attached "Exhibit" which is incorporated by this reference. (Note: If neither a nor b is checked, then option "a" applies)

Tampien Enterprises, LLC, a Washington Emitted

liability company

Name: Jonathen Tampien

Title: Managing Member

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A.P.N.: 36102.0201

Dend of Trust - continued

Fin No.: 4252-3101666 (mm)

or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment ilen, mechanic's or materialmen's Den or any other type of encumbrance or title defect.

Grantor initials

Beneficiary initials

IT IS MUTUALLY AGREED THAT:

- 1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said
- 2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 4. Upon default by Grantor(s) in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which ϕ convey to the purchaser the interest in the property which Grantor(s) had or had we power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facle evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
- 6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

Page 3 of 6

LPB 22-05(r) rev4/2014

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A.P.N.: 36102.0201

Deed of Trust - continued

File No.: 4252-3101668 (ma)

This deed is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of **fifty thousand dollars** (\$50,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

- 1. To keep said property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
- To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
- 3. To keep all buildings now or hereafter erected on the property described hereon continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the
- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- 5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by satute.
- 6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
- 7. NO FURTHER ENCUMBRANCES: (OPTIONAL Not applicable unless initialed by Grantor and Beneficiary.). As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge

LPB 22-05(r) rev

Page 4 of 6 4/2014

A.P.N.: 36102.0201

(ma)

Deed of Trust - continued

File No.: 4252-3101668

STATE OF Washinggton

)-SS

)

)

COUNTY Of Spokane

I certify that I know or have satisfactory evidence that Jonathen Tampien, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and aknowedged it as the Managing Member of Tampien Enterprises, LLC to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in

Dated: 2/26/2019

Sandy Kay Howlett Notary Public State of Washington ' Ay Appointment Expires 05/08/2022 Commission Number 200432 ······

Notary Public in and for the State of Washington

Residing at: Spokane My appointment expires Page 5 of 6

UPB 22-05(1) re 4/2014

A.P.N.: 36102.0201 (ma)

Deed of Trust - continued

PMs No.: 4252-3101668

(Do Not Record) REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the Note and this Deed of Trust.

To: TRUSTEE

The undersigned is the legal owner and holder of the note and all indebtedness secured by the within Decd of Trust. Said note, together with all other indebtedness secured by said Deed of Trust has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Mall Reconveyance to:	Dated: 1/MQR/9
Both must be delivered to the Trust	ByByByByByBy

Page 5 of 6

LPB 22-05(r) re 4/2014

APN: 36102.0201

(ma)

Deed of Trust - combnued

Fit: Ita. 4252-3101663

(Do Not Record) REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the Note and this Deed of Trust.

To: TRUSTEE

The undersigned is the legal owner and holder of the note and all indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Mail Reconveyance to:	Dated: 1/MJR 19
Stule-	Ву
	Ву
632 LITTLE SOLAN	ў Ву
RSUER RD NEWFORT	Ву
WA 79/56 Do not lose or destroy this Deed Both must be delivered to the T	i of Trust OR THE NOTE which it secures. Tustee before cancellation will be made.

12/12/2019 03:48:13 PM 6873415
Recording Fee \$105.50 Page 1 of 3
Subordination FIRST, AMERICAN TITLE INSURANCE COMPANY
Spokane County Washington



After Recording Mail To: Ford & Dalton, PS 320 S. Sullivan Rd. Spokane Valley, WA 99037

Filed for Record at Request of

Escrow Number:

3330400-56 Subordination Agreement Legal: The North 60 feet of the East 120 feet of Tract "A", and the East 120 feet of the South 25 feet of Tract 57, Dickson-Dunn Orchard Tracts, as per plat recorded in Volume "J" of Plats Page 47, records of Spokane County: Situate in the County of Spokane, State of Washington. Parcel Nos. 36102.0201 and 36102.0126

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

The undersigned subordinator and owner agrees as follows:

- Spokane River Road, LLC, Referred to herein as "subordinator", is the owner and holder of a mortgage dated February 26, 2019 which is recorded under auditor's file No. 6802320, records of Spokane County.
- Wellesley Property, LLC, an Idaho Limited Liability Company, referred to herein 2. as "lender", is the owner and holder of a mortgage dated December 11, 2019 in the amount of \$395,000.00, executed by Tampien Enterprises, LLC, a Washington Limited Liability Company (which is recorded in volume of Mortgages, Page , under auditor's file No. 6873414 records of Spokane County) (which is to be recorded concurrently herewith).
- Tampien Enterprises, LLC referred to herein as "owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2.
- In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in Paragraph 1

above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing there under, including any extension or renewal thereof.

- 5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lender's" mortgage funds, and any application or use of such funds for purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part.
- 6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
- 7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to and shall supercede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.
- 8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust", and gender and number of pronouns considered to conform to undersigned.

Executed this 12 day of December, 2019.

NOTICE: THIS SUBORDINATION CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT THEIR ATTORNEYS WITH RESPECT THERETO.

Spekane River Road, LLC Steven Pearson, member		Jonathan Tampien, member	
STATE OF WASHINGTON)) SS		
COUNTY OF SPOKANE)		

On this ______ day of December, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JONATHAN TAMPIEN, to me known to be the individual described in, who executed the within instrument as a member of TAMPIEN ENTERPRISES, LLC, a Washington limited liability company, and acknowledged to me that he/she/they signed and sealed the same as the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she/they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington	
Residing at Spokane	STEPHEN H. FORD
My Commission Expires 1/>>/x	NOTARY PUBLIC
-	STATE OF WASHINGTON
	My Commission Expires September 22, 2020
	() ELECTRON AND ALCOHOLOGIC ERROR
STATE OF WASHINGTON)	
) SS	
COUNTY OF SPOKANE)	

On this _\ day of December, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and swom, personally appeared STEVEN PEARSON, to me known to be the individual described in, who executed the within instrument as a member of SPOKANE RIVER ROAD, LLC, a Washington limited liability company, and acknowledged to me that he/she/they signed and sealed the same as the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she/they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington

Residing at Spokane

My Commission Expires 124119 119 23



Filed for Record at Request of Ford & Dalton, PS 320 S. Sullivan Rd. Spokane Valley, WA 99037

DEED OF TRUST

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 11th day of December 2019, between Tampien Enterprises, LLC, a Washington limited liability company, Grantor, whose address is PO Box 30028, Spokane WA 99223, and Ford & Dalton, PS, Trustee, whose address is 320 S. Sullivan Rd., Spokane Valley, WA 99037, and Wellesley Property, LLC, an Idaho limited liability company whose address is 3142 E Rivercrest Dr, Post Falls ID 83854.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Spokane County, Washington:

The North 60 feet of the East 120 feet of Tract "A", and the East 120 feet of the South 25 feet of Tract 57, Dickson-Dunn Orchard Tracts, as per plat recorded in Volume "J" of Plats, Page 47, records of Spokane County;

Situate in the County of Spokane, State of Washington.

Parcel No. 36102.0201 and 36102.0126

More commonly known as: 12219 N Freya, Mead WA 99021

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditament, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Three Hundred Ninety Five Thousand and 00/100 (\$395,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals,

modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

- 1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
- 2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
- 3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- 5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
- 6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

- 1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligations.
- 2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.
- 6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- 7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or

proceeding is brought by the Trustee.

- 8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.
- 9. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in borrower is sold or transferred and borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be excised by Lender if exercise is prohibited by Federal Law as of the date of this Security Instrument.

TAMPIEN ENTERPRISES, LLC

(J 2)	
Jonathan Tampien, Member	
STATE OF WASHINGTON	}) SS
COUNTY OF SPOKANE) 55 }

On this ______ day of December 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JONATHAN TAMPIEN, to me known to be the individual(s) described in, who executed the within instrument as the managing member of TAMPIEN ENTERPRISES, LLC, a Washington limited liability company, and acknowledged to me that he/she/they signed and sealed the same as the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she/they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington
Residing at Spokane
My Commission Expires:

STA

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

WELLESLEY PROPERTY, LLC		
Thomas Tedder, Member	Date	

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Recording Fee \$108.50 Page 1 of 6
Lis Pendens WFG, NATIONAL TITLE INSURANCE COMPANY
Spokane County Washington

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RETURN ADDRESS

WITHERSPOON • KELLEY Maximillian K. Archer 422 W. Riverside, Suite 1100 Spokane, WA 99201-0300

Document Title(s)

Lis Pendens

COURTESY RECORDING

Reference Numbers(s) of related documents WFG

Plaintiff (s)

Manfred Construction, LLC, d/b/a Kodiak General Contracting

Defendants(s)

Tampien Enterprises, L.L. C.; Spokane River Road, LLC; First American Title Company; Wellesley Property, LLC; Ford & Dalton, PS; Midatlantic IRA, LLC; Neil O'Keefe; Gustafson Law, Inc., et al

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

DICKSON&DUNN ORCH TR N60FT OF E120FT B A and DICKSON&DUNN ORCH TR E120FT OF S25FT B57

Assessor's Property Tax Parcel/Account Number

36102.0201

36102.0126

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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

MANFRED CONSTRUCTION, LLC, d/b/a KODIAK GENERAL CONTRACTING,

Plaintiff,

TAMPIEN ENTERPRISES L.L.C., a Washington limited liability company;

SPOKANE RIVER ROAD, LLC, a Washington limited liability company;

FIRST AMERICAN TITLE

COMPANY, a California corporation; WELLESLEY PROPERTY, LLC, an

Idaho limited liability company; FORD

& DALTON, PS, A Washington professional service corporation;

MIDATLANTIC IRA, LLC, a

Maryland limited liability company; NEIL O'KEEFFE, an individual;

GUSTAFSON LAW, INC., P.S., a

Washington professional service corporation; STATE OF

WASHINGTON DEPARTMENT OF

LABOR & INDUSTRIES, a

governmental entity; and CORPORATIONS [A through E] and

DOES [1 through 10],

Defendants.

No. 20-2-01971-32

LIS PENDENS

W WITHERSPOON · KELLEY

Attorneys & Counselors

v.

WELLESLEY PROPERTY, LLC, an Idaho limited liability company,

Crossclaim Plaintiff,

TAMPIEN ENTERPRISES L.L.C., a
Washington limited liability company;
SPOKANE RIVER ROAD, LLC, a
Washington limited liability company;
MIDATLANTIC IRA, LLC, a
Maryland limited liability company; and
NEIL O'KEEFFE, an individual, and
CORPORATIONS [A through E] and DOES [1
through 10]

Crossclaim Defendants.

NOTICE IS HEREBY GIVEN that an action has been instituted and is now pending in the Superior Court of the State of Washington in and for the County of Spokane upon the Answer and Crossclaim of the above-named Defendant / Cross-Claimant, Wellesley Property, LLC, versus the above-named Defendants / Cross-Claim Defendants, cause number 20-2-01971-32.

The objective of said action is for Defendant / Cross-Claimant, Wellesley Property, LLC to judicially foreclose on its Deed of Trust encumbering the real estate described in the Complaint and in this Lis Pendens. The Deed of Trust is recorded under Spokane County Auditor's File No. 6873414. Said action affects Defendant / Cross-Claim Defendant Tampien Enterprises, LLC's title to the parcel of real property commonly known as 12219 N. Freya St., Mead, Washington 99021, and is legally described as:

The North 60 feet of the East 120 feet of Tract "A", and the East 120 feet of the South 25 feet of Tract 57, Dickson-Dunn Orchard Tracts, as per plat recorded in Volume "J" of Plats, Page 47, records of Spokane County.



7099947 Page 4 of 6 07/13/2021 02:21:47 PM

Spokane County Tax Assessor's Parcel No. 36102.0201 and 36102.0126.

All persons in any manner dealing with the above-described real property subsequent to the filing hereof, will take subject to the rights of the Plaintiff as established in the aforementioned action.

DATED this 12th day of July, 2021.

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WITHERSPOON · KELLEY

By:

Christopher G. Varallo, WSBA #29410 Maximillian K. Archer, WSBA #54081 Attorneys for Defendant / Crossclaim Plaintiff Wellesley Property, LLC

Phone: 509.**624.5265** Fax: 509.**458.2728**

CERTIFICATE OF SERVICE

,		
3	Pursuant to RCW 9A.72.085, the undersi	gned hereby certifies under penalty of perjury
4	under the laws of the State of Washington, that or	n the 12th day of July, 2020, the foregoing was
5	delivered to the following persons in manner indi	cated:
6	Robert A. Dunn Alexandria T. Drake	☐ By Hand Delivery ☐ By U.S. Mail
8	Dunn & Black, P.S.	By Overnight Mail
9	111 North Post, Suite 300 Spokane, WA 99201-0705	☐ By Facsimile
10	Attorneys for Plaintiff	
11	Jason T. Piskel	By Hand Delivery
12	Gurpreet K. Dhatt Piskel Yahne Kovarik, PLLC	☑ By U.S. Mail☑ By Overnight Mail
13	522 W. Riverside Ave., Suite 700 Spokane, WA 99201	By Facsimile
15	Attorneys for Tampien Enterprises L.L.C.	
16	Becki L. Wheeler Andy Wetzel	☐ By Hand Delivery ☐ By U.S. Mail
17	McNeice Wheeler, PLLC	By Overnight Mail
18	221 West Main Ave., Ste. 100 Spokane, WA 99201	By Facsimile
19 20	Attorneys for Spokane River Road, LLC	
21	Stephen H. Ford	By Hand Delivery
22	Ford & Dalton, P.S. 320 S. Sullivan Rd.	☑ By U.S. Mail☑ By Overnight Mail
23	Spokane Valley, WA 99037	By Facsimile
24	Attorneys for Ford & Dalton, P.S.	
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26		
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7099947 Page 6 of 6 07/13/2021 02:21:47 PM

1 2 3 4	Tyler S. Waite Campbell & Bissell, PLLC 820 W. 7 th Avenue Spokane, WA 99204 Attorneys for Neil O'Keeffe and
5	MidAtlantic IRA, LLC
6	1, 200 CEH
7	DEBBY GLADT
8	Legal Assistant
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Recording Fee \$309.50 Page 1 of 7
Order SPOKANE COUNTY SHERIFF'S OFFICE
Spokane County Washington



Attn: Civil Division Spokane County Sheriff's Office 1100 W Mallon Ave Spokane WA 99260-0300

Document Title(s):

ŧ

- 1. Attachment of Real Estate Sheriff's Levy on Real Estate
- 2. Order of Sale (Spokane County Superior Court #20-2-01971-32)

Grantee(s) - (Plaintiff):

- SPOKANE COUNTY SHERIFF
- 2. WELLESLEY PROPERTY, LLC, an Idaho limited liability company

Grantor(s) - (Defendant):

1. TAMPIEN ENTERPRISES, L.L.C., a Washington limited liability company

Legal Description:

THE NORTH 60 FEET OF THE EAST 120 FEET OF TRACT "A", AND THE EAST 120 FEET OF THE SOUTH 25 FEET OF TRACT 57, DICKSON-DUNN ORCHARD TRACTS, AS PER PLAT RECORDED IN VOLUME "J" OF PLATS, PAGE 47, RECORDS OF SPOKANE COUNTY,

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON

Commonly known as: 12219 North Freya Street, Mead, Washington 99021

Assessor's Property Tax Parcel/Account Number: 36102.0201, 36102.0126

Auditor's File No. 6873414

ATTACHMENT OF REAL ESTATE

IN THE SUPERIOR COURT FOR SPOKANE COUNTY, WASHINGTON

Cause No. 20-2-01971-32

WELLESLEY PROPERTY, LLC, an Idaho limited liability company Plaintiff,

SHERIFF'S LEVY ON REAL ESTATE

Vs.

TAMPIEN ENTERPRISES, L.L.C., a Washington limited liability company; SPOKANE RIVER ROAD, LLC, a Washington limited liability company; FIRST AMERICAN TITLE COMPANY, a California corporation; FORD & DALTON, PS, a Washington professional service corporation; MIDATLANTIC IRA, LLC, a Maryland limited liability company; NEIL O'KEEFFE, an individual; GUSTAFSON LAW, INC., P.S., a Washington professional service corporation; STATE OF WASHINGTON DEPARTMENT OF LABOR & INDUSTRIES, a governmental entity; TBF FINANCIAL, LLC, an Illinois limited liability company; THUMBROCK, LLC, a Washington limited liability company; and CORPORATIONS [A through E] and DOES [1 through 10],

Defendants.

STATE OF WASHINGTON COUNTY OF SPOKANE

To the Auditor of Spokane County, Washington, and to whom it may concern under and by virtue of an order of the above entitled court (a true copy of which is hereto attached) to me directed and delivered, and I do hereby levy upon the real estate therein described.

Dated this 9th day of May, 2024

JOHN F. NOWELS, Sheriff

Spokane County

Denuty

Sheriff Docket Number: 2024/05-0074

1 2 3 4 5 6 7 SUPERIOR COURT OF THE STATE OF WASHINGTON FOR SPOKANE COUNTY 8 9 WELLESLEY PROPERTY, LLC, an Idaho NO. 20-2-01971-32 limited liability company 10 ORDER OF SALE Plaintiff, 11 VS. 12 TAMPIEN 13 ENTERPRISES, L.L.C., Washington limited liability company; 14 SPOKANE RIVER ROAD. LLC. Washington limited liability company; FIRST 15 AMERICAN TITLE COMPANY, California corporation; FORD & DALTON, 16 PS, a Washington professional service 17 corporation; MIDATLANTIC IRA, LLC, a Maryland limited liability company; NEIL 18 O'KEEFFE, an individual; GUSTAFSON LAW, INC., P.S., a Washington professional 19 corporation: service -STATE **DEPARTMENT** 20 WASHINGTON **OF** LABOR & INDUSTRIES, a governmental 21 entity; TBF FINANCIAL, LLC, an Illinois limited liability company; THUMBROCK, 22 LLC, a Washington limited liability company; and CORPORATIONS [A through E] and 23 DOES [1 through 10], 24 Defendants. 25 TO: THE STATE OF WASHINGTON; and 26 TO: THE SHERIFF OF THE COUNTY OF SPOKANE 27 ORDER OF SALE - 1 PAINE HAMBLEN P.S. 28 717 WEST SPRAGUE AVENUE, SUITE 1200 SPOKANE, WASHINGTON 99201-3505

PHONE (509) 455-6000

ORDER OF SALE - 2

WHEREAS, on November 21, 2023, plaintiff obtained an a order, judgment and decree of foreclosure in the Superior Court of the County of Spokane, Cause No. 20-2-01971-32, against defendants TAMPIEN ENTERPRISES, L.L.C., a Washington limited liability company; SPOKANE RIVER ROAD, LLC, a Washington limited liability company; FIRST AMERICAN TITLE COMPANY, a California corporation; FORD & DALTON, PS, a Washington professional service corporation; MIDATLANTIC IRA, LLC, a Maryland limited liability company; NEIL O'KEEFFE, an individual; GUSTAFSON LAW, INC., P.S., a Washington professional service corporation; STATE OF WASHINGTON DEPARTMENT OF LABOR & INDUSTRIES, a governmental entity; TBF FINANCIAL, LLC, an Illinois limited liability company; THUMBROCK, LLC, a Washington limited liability company; and CORPORATIONS [A through E] and DOES [1 through 10].

WHEREAS, included in the aforementioned order, judgment and decree of foreclosure was a money judgment entered against Defendant Tampien Enterprises, L.L.C. in the sum of Seven Hundred Ten Thousand, Seventy-Eight and 00/100ths Dollars (\$710.078.00), with interest accrued through November 20, 2023, and with thereon at the rate of 18.00% per annum, and including attorneys' fees and cost accrued through the date of Judgment.

The order, judgment and decree of foreclosure pertains to real property encumbered by a Deed of Trust, described below, which was pledged by Defendant Tampien Enterprises, L.L.C., as collateral for a debt owed to Plaintiff Wellesley Property, LLC:

Deed of Trust recorded December 12, 2019, under Spokane County Auditor's File No. 6873414, covering the following described real property in Spokane County, Washington, to-wit:

THE NORTH 60 FEET OF THE EAST 120 FEET OF TRACT "A", AND THE EAST 120 FEET OF THE SOUTH 25 FEET OF TRACT 57, DICKSON-DUNN ORCHARD TRACTS, AS PER PLAT RECORDED IN VOLUME "J" OF PLATS, PAGE 47, RECORDS OF SPOKANE COUNTY,

1	SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON
2	Tax Parcel No's. 36102.0201 & 36102.0126 (the "Real Property").
3	WHEREAS, the Real Property is commonly known as 12219 N Freya Road, Mead, WA
4	99021.
5	WHEREAS, the known street addresses of the defendants are as follows:
6	1. TAMPIEN ENTERPRISES, L.L.C.
7	1309 W 1 st Ave. Apt 607
8	Spokane, WA 99201
9	Jonathan Tampien, Registered Agent 209 W 29 th Ave
10	Spokane, WA 99203
11	2. SPOKANE RIVER ROAD LLC Steve Pearson, Registered Agent
12	632 Little Spokane River Road
13	Newport, Pend Oreille County, WA 99156
14	WITHERSPOON BRAJCICH McPHEE, PLLC Attn: Becki L. Wheeler
15	601 W. Main Ave, Suite 1400 Spokane, WA 99201
16	
17	3. FIRST AMERICAN TITLE COMPANY Corporation Service Company, Registered Agent
18	300 Deschutes Way SW Ste 208 MC-CSC1
19	Tumwater, WA 98501
20	4. FORD & MORTENSEN, PS (f/k/a FORD & DALTON, P.S.)
21	Stephen H. Ford, Registered Agent and Counsel of Record 320 S. Sullivan Rd.
22	Spokane Valley, WA 99037
23	5. MIDATLANTIC IRA (FBO NEIL O'KEEFFE, IRA & FBO NEIL O'KEEFFE, ROTH IRA)
24	John F. Kiley, III, Registered Agent 118 West Church Street,
25	Frederick, Frederick Co., MD 21701
26	
27 28	ORDER OF SALE - 3 PAINE HAMBLEN P.S.
∠o H	FIRST TOOM AND A COURT OF THE C

717 WEST SPRAGUE AVENUE, SUITE 1200 SPOKANE, WASHINGTON 99201-3505 PHONE (509) 455-6000

	11					
1	li	CAMPBELL & BISSELL PLLC				
2		Attn: Tyler S. Waite 820 W. 7th Ave.				
3		Spokane, WA 99204				
4	6. NI	EIL O' KEEFFE				
5		1308 South Timberlane Spokane Valley, WA				
6		CAMPBELL & BISSELL PLLC	•			
7		Attn: Tyler S. Waite 820 W 7 th Ave.				
8		Spokane, WA 99204				
9	7. G	& R LAW GROUP INC P.S. (f/k/a GI	USTAFSON LAW	/, INC. P.S.)		
10		Steve Gustafson, Registered Agent at 1500 W 4 th Ave, Ste 408	nd Counsel of Rec	cord		
11		Spokane, WA 99201				
12	8. ST	TATE OF WASHINGTON				
13		DEPARTMENT OF LABOR & IND PO Box 40121	OUSTRIES			
14		Olympia, WA 98504-0121				
15		STATE OF WASHINGTON DEPARTMENT OF LABOR & IND	HICTRIEC			
16		Washington Attorney General	OSTRIES			
17		1125 Washington Street SE Olympia, WA 98501				
18		Washington Attorney General			÷	
19		PO Box 40100 Olympia, WA 98504-0100				
20	0 TD	• •				
21	9, 18	BF FINANCIAL, LLC Brett Boehm, Registered Agent			-	
22		870 Sheridan Rd, Highwood, Lake County, IL 60064				
23	10 TH	IUMBROCK LLC				
24	10. 111	Steve Pearson, Registered Agent			-	
25		632 Little Spokane River Road Newport, Pend Oreille County, WA 9	9156			
26	NOW.	THEREFORE, you, the Sheriff of	Spokane County	Washington	are 1	herehv
27	,			willigwil,	mo i	iicicoy
28	ORDER OF SA	ALE - 4	PAINE	HAMBLEN P.S		2 1200

SPOKANE, WASHINGTON 99201-3505 PHONE (509) 455-6000

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1	commanded and required to proceed to Notice of Sale and to sell the above-described Real
2	Property, and to apply the proceeds of such sale to the satisfaction of said judgment, interest
3	thereon and costs, together with your fees, and to make and file your report of proceedings on
4	the execution with the Clerk of this Court within sixty (60) days from the date hereof, and to do
5	all things according to the terms and requirements of said judgment and the provisions of the
6	statute in such case made and provided. Pursuant to RCW 6.23.020, there shall be a one-year
7	redemption period for the Real Property.
8	
9	This Order may be extended for an additional thirty (30) days for purposes of sale only.
10 11	DATED this day ofAPR 042024, 2024. TIMOTHY B. FENNESSY
12	DATED this day ofAPR 0 4 2024, 2024. TIMOTHY B. FENNESSY
13	i imothy W. Fitzgerald, County Clerk
14	CLERK OF SUPERIOR COURT
15	By:
16	By:
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.8	ORDER OF SALE - 5 PAINE HAMBLEN P.S.

PAINE HAMBLEN P.S. 717 WEST SPRAGUE AVENUE, SUITE 1200 SPOKANE, WASHINGTON 99201-3505 PHONE (509) 455-6000 Paine Hamblen & 717 W Sprague Que Suite 1200 Spokane, WA 99201

Recording Fee \$304.50 Page 1 of 2
Certificate PAINE, HAMBLEN LLP
Spokane County Washington

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- I LEBINGE HIRBO HIG HIG BIRING HEBIRI KEBIRI KEBI HIRI HIGID HENG BERKARA HI BIRGE HIRBO HILI KABI

IN THE SUPERIOR COURT FOR SPOKANE COUNTY, WASHINGTON

WELLESLEY PROPERTY, LLC, an Idaho limited liability company Plaintiff,

VS.

Cause No. 20-2-01971-32 Judgment rendered on 11/21/2023

TAMPIEN ENTERPRISES, L.L.C., a Washington limited liability company; SPOKANE RIVER ROAD, LLC, a Washington limited liability company; FIRST AMERICAN TITLE COMPANY, a California corporation; FORD & DALTON, PS, a Washington professional service corporation; MIDATLANTIC IRA, LLC, a Maryland limited liability company; NEIL O'KEEFFE, an individual; GUSTAFSON LAW, INC., P.S., a Washington professional service corporation; STATE OF WASHINGTON DEPARTMENT OF LABOR & INDUSTRIES, a governmental entity; TBF FINANCIAL, LLC, an Illinois limited liability company; THUMBROCK, LLC, a Washington limited liability company; and CORPORATIONS [A through E] and DOES [1 through 10],

Defendants.

CERTIFICATE OF SALE

STATE OF WASHINGTON

SS

COUNTY OF SPOKANE

I, John F. Nowels, Sheriff of Spokane County, State of Washington, do hereby certify that under and by virtue of a Order of Sale, in the above entitled cause, issued the 4th day of April, 2024, by which I was commanded to make the amount of \$710, 078.00 to satisfy the judgment of said action, with interest and costs thereon, I levied on the real property described in the following legal description:



THE NORTH 60 FEET OF THE EAST 120 FEET OF TRACT "A", AND THE EAST 120 FEET OF THE SOUTH 25 FEET OF TRACT 57, DICKSON-DUNN ORCHARD TRACTS, AS PER PLAT RECORDED IN VOLUME "J" OF PLATS, PAGE 47, RECORDS OF SPOKANE COUNTY,

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON Parcel # 36102.0201, 36102.0126

Tax Assessor's Parcel No. 36102.0201, 36102.0126

Commonly known as: 12219 North Freya Street, Mead, Washington 99021

As directed by said order, I have this day sold, at public auction, according to the statute in such cases made and provided to Wellesley Property, LLC, 4300 West Riverbend Avenue, Post Falls, Idaho 83854, who was the highest bidder therefore, all of the right, title and interest of the judgment debtor, for the sum of Seven Hundred Eighty-Nine Thousand Six Hundred Ninety-Four and 22/100 Dollars, (\$789,694.22). Said property is subject to redemption, pursuant to the statute in such cases made and provided.

Given under my hand this 28th day of June, 2024.

JOHN F. NOWELS, Sheriff SPOKANE COUNTY

Denitty

Sheriff No: 2024/05-0074

6887457 01/30/2020 11:39:05 AM

AFTER RECORDING MAIL TO:

GUSTAFSON LAW, INC., P.S. 1500 WEST FOURTH AVE., SUITE 408 SPOKANE, WA 99201 Rec Fee: \$107.50 Page 1 of 4
Deed Of Trust GUSTAFSON LAW, INC. P.S. (SP)
Spokane County Washington eRecorded

THIRD DEED OF TRUST

THIS DEED OF TRUST, made this 27 day of January, 2020, between TAMPIEN ENTERPRISES, LLC, a Washington Limited Liability Company, Grantors, whose address is 209 W. 29th Ave., Spokane, WA 99203 and GUSTAFSON LAW, INC., P.S., a Washington corporation, Trustee, and MidAtlantic IRA, LLC FBO Neil O' Keeffe, IRA, as to an undivided 54.545% interest and MidAtlantic IRA, LLC FBO Neil O'Keeffe, ROTH IRA, as to an undivided 45.455% interest, whose collective address is 118 West Church Street, Frederick, MD 21701.

WITNESSETH: Grantor(s) hereby bargain, sell and convey to Trustee in Trust, with power of sale, the following described real property in Spokane County, Washington:

The North 60 feet of the East 120 feet of Tract "A", and the East 120 feet of the South 25 feet of Tract 57, DICKSON-DUNN ORCHARD TRACTS, as per plat recorded in Volume "J" of Plats, Page 47, records of Spokane County;

Situate in the County of Spokane, State of Washington.

Tax Parcel No. 36102.0201 and 36102.0126

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Fifty-Five Thousand and No/100 Dollars (\$55,800.00) with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be

DEED OF TRUST - 1

advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

- 1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
- 2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
- 3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- 5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
- 6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

- I. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- 2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 3. The Trustees shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.
- 6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- 7. In the event, of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending

DEED OF TRUST - 3

sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

DATED this 27 day of January, 2020.

Tampien Enterprises, LLC

By: Jonathan Tampien Managing Member

STATE OF WASHINGTON)

:ss.

County of Spokane)

On this day personally appeared before me Jonathan Tampien, Managing Member of Tampien Enterprises, LLC, a Washington Limited Liability Company, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, with full power and authority to act on behalf on behalf of Tampien Enterprises, LLC, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27 day of January, 2020.

STEVE K GUSTAF5ON Notary Public State of Washington Commission # 93925 by Comm. Expires Jun 1, 2023

11/05/2020 03:25:55 PM Recording Fee \$106.50 Page 1 of 4 Judgment ALEX M WILSON Spokane County Washington

RETURN ADDRESS

Alex M. Wilson 421 West Riverside Ave., Suite 1600 Spokane, WA 99201 Please Type or Print Neatly & Clearly All Information **Document Title(s)** <u>Judgment</u>

Judgment Debtor (Last Name, First & Middle Initial)

Reference Number(s) of Related Documents

Tampien Enterprises, LLC

Tampien, Jonathan

Judgment Creditor (Last Name, First & Middle Initial)

TBF Financial, LLC

Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section

EAGLE HEIGHTS ADDITION TO HANGMAN VALLEY P.U.D. LOT 7 BLK 2 EAGLE HEIGHTS ADDITION TO HANGMAN VALLEY P.U.D. LOT 8 BLK 2 DICKSON & DUNN ORCH TR N60FT OF E120FT B A WASH PK-STILSONS 1ST L13 B3 **GREENES ADD L6 B8** BUENA VISTA S17FT OF L10&N42FT OF L11 B3 KENWOOD ADD L16 B3 LIDGERWOOD PK L22 B83

Assessor's Tax Parcel ID Number: 34284.2207 34284.2208 36102.0201 35281.0437 25011.0806 25022.1309 36324.2917 35054.0622

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the Accuracy or completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.01 O. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

Sia	nature	of Red	questing	Party	

6991356 Page 2 of 4 11/05/2020 03:25:55 PM

2105 E Turnberry Ln

Parcel Number: 34284.2207

EAGLE HEIGHTS ADDITION TO HANGMAN VALLEY P.U.D. LOT 7 BLK 2

Lot 7 in Block 2 of Eagle Heights Addition to Hangman Valley, according to the plat thereof recorded in Volume 20 of Plats, Page(s) 93 and 94, records of Spokane County, Washington; Situate in the County of Spokane, State of Washington.

2107 E Turnberry Ln

Parcel Number: 34284.2208

EAGLE HEIGHTS ADDITION TO HANGMAN VALLEY P.U.D. LOT 8 BLK 2

Lot 8 in Block 2 of Eagle Heights Addition to Hangman Valley, according to the plat thereof recorded in Volume 20 of Plats, Page(s) 93 and 94, records of Spokane County, Washington; Situate in the County of Spokane, State of Washington

12219 N Freya St Parcel Number: 36102.0201
DICKSON & DUNN ORCH TR N60FT OF E120FT B A

THE NORTH 60 FEET OF THE EAST 120 FEET OF TRACT "A" AND THE EAST 120 FEET OF THE SOUTH 25 FEET OF TRACT 57, DICKSON DUNN ORCHARD TRACTS, AS PER PLAT RECORDED IN VOLUME "J" OF PLATS, PAGE 47, RECORDS OF SPOKANE COUNTY; SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON

2711 E 19TH AVE Parcel Number: 35281.0437

WASH PK-STILSONS 1ST L13 B3

Lot 13 in Block 3 of First Addition to Stilson's Washington Park Addition to the City of Spokane, as per plat thereof recorded in Volume "I" of Plats, page 30, records of Spokane County, Washington; Situate in the City of Spokane, County of Spokane, State of Washington.

4403 N Cedar St Parcel Number: 25011.0806

GREENES ADD L6 B8

LOT 6, BLOCK 8, GREENE'S ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "L" OF PLATS, PAGE 8; SITUATE IN THE CITY OF APOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON

4511 N Gustavus St

Parcel Number: 25022.1309

BUENA VISTA S17FT OF L10&N42FT OF L11 B3

The South 17 feet of Lot 10, and the North 42 feet of Lot 11, Block 3, Buena Vista Addition to Spokane Wa., as per plat recorded in recorded in Volume "L" of Plats, Page 11, Records of Spokane County, Situate in the City of Spokane, County of Spokane, State of Washington

617 E Olympic

Parcel Number: 36324.2917

KENWOOD ADD L16 B3

Lot 16, Block 3, KENWOOD ADDITION, according to the plat thereof, recorded in Volume "C" of Plats, Page 76, records of Spokane County, Situate in the City of Spokane, County of Spokane, State of Washington.

917 E Providence

Parcel Number:35054.0622

LIDGERWOOD PK L22 B83

Lot 22, Block 83, LIDGERWOOD PARK ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE(S) 124; SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

1 COPY ORIGINAL FILED 2 3 SUPERIOR COURT SPOKANE COUNTY, WA 4 5 6 7 8 SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE 9 TBF FINANCIAL, LLC, an Illinois limited 10 Cause No. 20-2-02428-32 liability company, 11 Plaintiff, ORDER OF DEFAULT; DEFAULT 12 JUDGMENT 13 14 TAMPIEN ENTERPRISES, LLC, a Washington limited liability company; 15 JONATHAN TAMPIEN, an individual, 16 Defendants. 17 JUDGMENT SUMMARY 18 19 Judgment Creditor TBF FINANCIAL, LLC 20 Attorney for Judgment Creditor: David E. Eash (Feltman Ewing P.S.) 21 Judgment Debtors: Tampien Enterprises, LLC 22 Jonathan Tampien 23 Principal Judgment Amount: \$31,499.96 24 Interest to date of Judgment: \$0.00 25 Attorney fees and costs: \$2,055.00 26 27 Total Judgment Amount: \$33,554.96 28 Interest rate on Total Judgment Amount 12% per annum 29 Feltman Ewing, P.S. ORDER OF DEFAULT; DEFAULT JUDGMENT - 1 Attorneys and Counselors at Law 1600 Paulsen Center | 421 W. Riverside Ave. Spokane, WA 99201-0495 (509) 838-6800 * FAX (509) 744-3436

THIS MATTER coming before the undersigned Judge on Plaintiff TBF Financial LLC's Motion for Default and Default Judgment seeking damages for money owed, and it appearing that there is a default herein by all defendants, and the Court being fully advised in the premises, NOW, THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the defendants, Tampien Enterprises LLC and Jonathan Tampien, be and are hereby declared to be in default herein.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that plaintiff, TBF Financial LLC, have judgment against Tampien Enterprises LLC and Jonathan Tampien, jointly and severally, in the principal amount of \$31,499.96; plus the plaintiff's costs and reasonable attorney's fees incurred herein in the amount of \$2,055.00, for a Total Judgment in the amount of \$33,554.96. The Total Judgment shall bear interest at the rate of 12% per annum from the date of this Judgment.

DONE this 15 day of October, 2020.

HON. MARYANN C. MORENO

Presented by:

FELTMAN EWING, P.S.

DAVID E. EASH WSBA #6684

ALEX M. WILSON, WSBA #54309

Attorneys for Plaintiff

ORDER OF DEFAULT; DEFAULT JUDGMENT - 2

Feltman Ewing, P.S.
Attorneys and Counselors at Law
1600 Paulsen Center | 421 W. Riverside Ave.
Spokane, WA 99201-0495
(509) 838-6800 * FAX (509) 744-3436

7046065 03/11/2021 03:38:46 PM
Rec Fee: \$106.50 Page 1 of 4
Judgment SIMPLIFILE LC E-RECORDING
Spokane County Washington eRecorded

RETURN ADDRESS
CAMPBELL & BISSELL, PLLC
820 W. 7 th Avenue
Spokane, WA 99204
Please Type or Print Neatly & Clearly All Information Courtes y
Document Title(s) Judgment Against Jonathan Tampien and Tampien Enterprises, LLC, Jointly and Severally
Reference Number(s) of Related Documents:
Grantor(s) (Last Name, First & Middle Initial) Jonathan Tampien and Tampien Enterprises, LLC, Jointly and Severally
Grantee(s) (Last Name, First & Middle Initial) Neil O'Keeffe; Midatlantic IRA, LLC, FBO Neil O'Keeffe, IRA; and Midatlantic IRA, LLC, FBO Neil
O'Keeffe, Roth IRA
Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section
Assessor's Tax Parcel ID Number:
The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.
Sign below only if your document is Non-Standard.
I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.
Signature of Requesting Party

CN: 2120058332 1 SN: 7 PC: 3 2 3 FILED 4 MAR - 9 2021 5 TIMOTHY W. FITZGERALD 6 SPOKANE COUNTY CLERK 7 SUPERIOR COURT, STATE OF WASHINGTON **COUNTY OF SPOKANE** 8 21200583-32 NEIL O'KEEFFE, an individual; 9 MIDATLANTIC IRA, LLC, FBO NEIL O'KEEFFE, IRA; and MIDATLANIC IRA, LLC, FBO NEIL O'KEEFFE, ROTH JUDGMENT AGAINST 10 JONATHAN TAMPIEN AND IRA 11 TAMPIEN ENTERPRISES, LLC, Plaintiffs, JOINTLY AND SEVERALLY 12 VS. 13 TAMPIEN ENTERPRISES, LLC, a 14 Washington limited liability company; and JONATHAN TAMPIEN, an individual, 15 Defendants. 16 I. <u>JUDGMENT SUMMARY</u> 17 Judgment Creditor: NEIL O'KEEFFE; MIDATLANTIC IRA, LLC, 18 FBO NEIL O'KEEFFE, IRA; and MIDATLANIC IRA, LLC, FBO NEIL O'KEEFFE, ROTH IRA 19 TAMPIEN ENTERPRISES, LLC, and JONATHAN Judgment Debtor: 20 TAMPIEN, JOINTLY AND SEVERALLY 21 Principal Judgment Amount: \$68,597.06 Interest to Date of Judgment: \$0.00 22 23 Attorney's Fees: \$5,272.00 24 **CB** | LAWYERS JUDGMENT AGAINST JONATHAN TAMPIEN AND CAMPBELL & BISSELL | PLLC TAMPIEN ENTERPRISES, LLC, JOINTLY AND Corbet-Aspray House 820 W. 7th Avenue SEVERALLY - 1 Spokane, WA 99204 509.455.7100 (Phone) 509.455.7111 (Facsimile)

1	Costs: (Recording Fee)	\$105.50			
2	Other Recovery Amounts:	\$0.00			
3	Total Judgment to Date:	\$73,974.56			
4	Principal Judgment Amount Shall Bear Interest at Rate per Annum	12%			
5	Attorney's Fees, Costs and Other Recovery Amounts Shall Bear Interest at Rate per Annum	12%			
6	Attorney for Judgment Creditor: Tyler S. Waite				
7	Attorney for Judgment Debtor: N/A				
8	II. <u>HEARING</u>				
9	1. <u>Date</u> . This matter being heard without oral argument in	March 2021, via			
10	ex parte presentation by the Clerk of the Court.				
11	2. <u>Appearances</u> . Judgment Creditors submitted the document	nts supporting the			
12	Motion through their counsel, Tyler S. Waite via ex parte presentation by the Clerk of the				
13	Court. Judgment Debtor did not appear in person or by counsel.				
14	3. <u>Purpose</u> . To rule on Plaintiffs' Neil O'Keeffe, MidAtl	antic IRA, LLC,			
15	FBO Neil O'Keeffe, IRA, and MidAtlanic IRA, LLC, FBO Neil O'Keeffe, Roth IRA				
16	Motion for Entry of Judgment in the amount \$73,974.56 and for Judgment jointly and				
17	severally.				
18	III. <u>PRIOR ORDER</u>				
19	Order Directing Clerk to Enter Judgment Against Jonath	nan Tampien and			
20	Tampien Enterprises, LLC. The Clerk of the Court was directed to enter Judgment in the				
21	amount of \$73,974.56 against Jonathan Tampien and Tampien Enterpri	ses, LLC, jointly			
22	and severally.				
23	////				
24		LAWYERS			
25	SEVERALLY - 2	ELL & BISSELL PLLC forbet-Aspray House 820 W. 7th Avenue Spokane. WA 99204 09.455.7111 (Phone) 0.455.7111 (Facsimile)			

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IV. ADJUDICATION

On the basis of the foregoing, NOW THEREFORE it is by this Court hereby ORDERED, ADJUDGED, and DECREED:

- Judgment. There is no just reason for delay of the entry of Judgment Jonathan Tampien and Tampien Enterprises, LLC, jointly and severally, in the principal amount of \$68,597.06; \$0.00 for prejudgment interest; \$5,272.00 for attorneys' fees; and \$105.50 for legal costs. Post-judgment interest shall accrue at the rate of 12% on the principal amount, attorneys' fees and costs;
- 2. Judgment Creditor is awarded its attorneys' fees and costs incurred in enforcing the Order Directing Clerk to Enter Confession of Judgment and collecting on this judgment plus interest at 12% per annum on such fees and costs;
- 3. Judgment Creditors are entitled to their attorney fees and costs expended in any efforts to collect this judgment; and
- 4. Judgment is entered in the amount of \$73,974.56, jointly and severally against Defendant Jonathan Tampien, individually and on behalf of his marital community comprised thereof, and against Tampien Enterprises, LLC.

DONE IN OPEN COURT this day of March, 2021.

Michelle Rev

TYLER . WAITE, WSBA #45484

Attorne s for Plaintiffs

Presented by:

CAMPBELI

JUDGMENT AGAINST JONATHAN TAMPIEN AND TAMPIEN ENTERPRISES, LLC, JOINTLY AND SEVERALLY - 3

CB | LAWYERS

CAMPBELL & BISSELL | PLLC Aspray House 820 W. 7th Avenue Spokane. WA 99204 509.455.7100 (Phone) 509.455.7111 (Facsimile)

SN: 1 PC: 2

FILED

JAN 0 5 2021

Timothy W. Pitzgerald SPOKANE COUNTY CLERK

WARI	
DEPARTMENT OF LABOR AND INDUSTRIES	. ,21210003 −3 2
Olympia, Washington 98504) CAUSE NO.
) / <i>\\\</i>
)
IN THE MATTER OF THE ASSESSMENT) WARRANT NO. 20-00924-PC
OF SAFETY & HEALTH PENALTIES) For Unpaid Safety & Health Penalties
)
AGAINST:)
)
TAMPIEN ENTERPRISES L L C)
A LIMITED LIABILITY COMPANY)
DBA: TAMPIEN ENTERPRISES LLC)
PO BOX 30028)
SPOKANE, WA 99223-3000)
)
Customer No.: 666529)
Citation No.: 317958089)
Unified Business Identifier: 603237716)
)

THE DIRECTOR OF THE DEPARTMENT OF LABOR AND INDUSTRIES OF THE STATE OF WASHINGTON:

TO THE CLERK OF SPOKANE COUNTY, STATE OF WASHINGTON

SUMMARY OF LIABILITY

	Additional		Filing Fees &		
Citation Amount	Penalties	Interest	Surcharges	Payments	Total Due
\$14,500.00	\$0.00	\$870.00	\$40.00	\$0.00	\$15,410.00

VOUCHER

WHEREAS, a Notice of Penalty for \$15,410.00 was served, pursuant to RCW 49.17.140, on the above named employer as indicated on Citation and Notice Number and the Affidavit of Service Date 05/11/2020, and WHEREAS, the above named employer has not filed with the Department of Labor and Industries a Notice of Appeal within the time prescribed by law, it is therefore declared that the amount of the said assessed penalty is deemed final and established and that the balance remaining unpaid is \$15,410.00, which includes interest and fees through the end of the month in which this document is issued.

NOW THEREFORE, pursuant to RCW 51.48.140, the Clerk of Spokane County shall designate a Superior Court cause number for this Warrant and cause to be entered in the judgment docket under the cause number assigned, the name of the listed Debtor, the date of the filing of the Warrant, and the warrant amount of FIFTEEN THOUSAND FOUR HUNDRED TEN DOLLARS AND NO CENTS, which includes the statutory filing fee of TWENTY DOLLARS and the statutory surcharge of TWENTY DOLLARS.

The aggregate amount of this Warrant as docketed is a lien upon the title to, and interest in all real and personal property of the debtor against whom this Warrant is issued, the same as a judgment in a civil case duly docketed in the office of such clerk, and is sufficient to support the issuance of writs of garnishment in favor of the state in a manner provided by law in case of judgment, wholly or partially unsatisfied.

Warrants shall bear interest at the rate of one percent of the delinquent amount per month or fraction thereof from and after the due date until payment, interest, and penalties are received by the department. (RCW 43.17.240)

Dated this 31st day of December, 2020

Souy Mains

For the Director of the Department of Labor and Industries

Jeff Martin Revenue Agent

Phone: (509) 324-2599 Fax: (509) 324-2636

E-mail: majr235@LNI.WA.GOV

Customer Id: 666529 Warrant Number: 20-00924-PC

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Recording Fee \$206.50 Page 1 of 4
Judgment WITHERSPOON, BRAJCICH MCPHEE PLLC
Spokane County Washington

T DERKITO KATOO KU UUU KATOKSO KARIKA AANA KAT UURK KATOO KUUU UUULU UUULU KAKA OO NOO LEEKKA UURKA KATOO KATO

RETURN NAME and ADDRESS

Witherspoon Brajcich McPree PLLC
Attn: Becki wheeler
601 W Main #1400
Spokane, wa 99201
(**************************************
Please Type or Print Neatly and Clearly All Information
Document Title(s)
Corrected Debut Judgment
Reference Number(s) of Related Documents
Grantor(s) (Last Name, First Name, Middle Initial) / Debtur
Tampien Enterprises LLC; Jonathan Tampien;
Brencha Tampier
Grantee(s) (Last Name, First Name, Middle Initial) / Claimant Spokane River Road UC; Thumbrook UC
Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)
Assessor's Tax Parcel ID Number YOLA
The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.
Sign below only if your document is Non-Standard.
I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.
Signature of Requesting Party

7318751 Page 2 of 4 11/13/2023 03:45:03 PM CN: 2220111432 SN: 22 PC: 2 2 FILED 3 AUG 1 8 2023 4 TIMOTHY W. FITZGERALD SPOKANE COUNTY CLERK 5 6 7 8 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON 9 IN AND FOR THE COUNTY OF SPOKANE 10 SPOKANE RIVER ROAD LLC, a Washington NO. 22-2-01114-32 11 limited liability company; and THUMBROCK LLC, a Washington limited liability company, CORRECTED DEFAULT JUDGMENT 12 Plaintiffs. 13 v. 14 TAMPIEN ENTERPRISES, LLC, a Washington 15 Limited Liability Company; and JONATHAN TAMPIEN, an individual, 16 Defendants. 17 A. JUDGMENT CREDITORS: SPOKANE RIVER ROAD, a Washington Limited 18 Liability Company; THUMBROCK LLC, a Washington Limited Liability Company 19 20 **B. JUDGMENT DEBTOR:** JONATHAN TAMPIEN, an individual; TAMPIEN ENTERPRISES, LLC, a Washington limited liability 21 company; and BRENDA TAMPIEN, an individual 22 C. PRINCIPAL JUDGMENT AMOUNT: \$1,033.767.12 23 D. ATTORNEY FEES: \$2,778.75 24 E. OTHER COSTS/RECOVERY AMOUNTS: Court Filing Fees: \$240.00 25 Service Fees: \$87.60 26 27 F. Principal Judgment Amount Shall Bear Interest at Judgment Rate per Annum: 12% 28 McNEICE WHEELER, PLLC DEFAULT JUDGMENT - 1 of 2 221 W. Main Ave., Ste. 100 29 Spokane, WA 99201

509.928.4141(P)/509.928.9166 (F)

7318751 Page 3 of 4 11/13/2023 03:45:03 PM

.1.	
2	
3	G. Other Recovery Amount Shall Bear Interest at Judgment Rate per Annum: 12%
4	H. Attorney for Judgment Creditor: BECKI WHEELER
5	I. Attorney for Judgment Debtor: NONE
6	THIS MATTER having come on for hearing before the above entitled Court, upon the
7	Plaintiff's Motion for Default Judgment; Plaintiff appearing by and through its attorney Andy
8	Wetzel of McNeice Wheeler, PLLC, and the Defendants TAMPIEN ENTERPRISES, LLC and
	JONATHAN TAMPIEN not appearing, and the Court having granted Plaintiffs' Motion for
9	Default Judgment by entering a Corrected Order on, 2023, it is hereby
10	ORDERED, ADJUDGED, AND DECREED that Plaintiffs have judgment against the
11	Defendants TAMPIEN ENTERPRISES, LLC and JONATHAN TAMPIEN, and BRENDA
12	TAMPIEN, member of TAMPIEN ENTERPRISES, LLC herein for:
13	 The principal sum of \$1,033,767.12 as Plaintiffs' damages incurred herein. Costs incurred in the amount of \$327.60
14	 Costs incurred in the amount of \$327.60 Plaintiffs' reasonable attorney's fees in the amount of \$2,778.75
15	4. Interest on the preceding damages, costs and fees at the rate of 12% per annum from
	the date hereof until paid.
16	
17	DONE IN OPEN COURT this 18 day of August, 2022.
18	
19 20	Brooke W. Foly
21	JUDGE MARYANN C. MORENO
22	BROOKE FOLEY
23	Presented By: McNEICE WHEELER, PLLC
24	MICHELER, ALLC
25	
26	BECKI WHEELER. WSBA #36676
27	Attorney for Plaintiffs
28	DEFAULT JUDGMENT - 2 of 2 McNEICE WHEELER, PLLC 221 W. Main Ave. Ste. 100

29

McNEICE WHEELER, PLLC 221 W. Main Ave., Ste. 100 Spokane, WA 99201 509.928.4141(P)/509.928.9166 (F)

I CERTIFY THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE

NOV 1 3 2023

TIMOTHY W. FITZGERALD, COUNTY CLERK

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JUL 08 2022

Timothy W. Fitzgerald SPOKANE COUNTY CLERK

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

BLACK FOREST HARDWOOD FLOORS, LLC, a Washington limited liability company,	
Plaintiff,) NO. 22-2-01253-32
v.) DEFAULT JUDGMENT AGAINST) DEFENDANT JON TAMPIEN
JON TAMPIEN, an individual;)
Defendant.	

THIS MATTER coming regularly for hearing before the above-entitled Court by Motion of Plaintiff by its attorneys, Kyle W. Nolte and Michael A. Leto of Stamper Rubens, P.S., Defendant Jon Tampien, having not appeared or answered, and the Order of Default of said Defendant having been entered, and the Court having jurisdiction over the Defendant and subject matter, and being fully advised it is now,

ORDERED, ADJUDGED, AND DECREED that the Plaintiff shall have Judgment against said Defendant herein for:

- 1. The sum of \$8,894.41;
- 2. Pre-judgment interest at 18% in the sum of \$1,960.67;
- 3. Post-judgment interest at 18% per annum;
- 4. Costs and disbursements incurred herein in the amount of \$535.80;



- 5. Plaintiff is also granted Judgment against said Defendant for reasonable attorney fees in the amount of \$3,867.50;
- 6. Plaintiff shall be entitled to amend this Judgment as additional fees and costs are incurred; and
- 7. Total judgment of \$15,258.38 is awarded in favor of Plaintiff against said Defendant.

DATED this ____ day of July, 2022.

JULIA M. PELC Court Commissioner

JUDGE/COURT COMMISSIONER

Presented By:

STAMPER RUBENS, P.S.

KYLE W. NOLTE, WSBA #27073 MICHAEL A. LETO, WSBA #55514

Attorneys for Plaintiff

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PC: 2	JUL 08 2022
	·
	Timothy W. Fitzgeral SPOKANE COUNTY CL
SUPERIOR COURT, STATE OF W	ASHINGTON, COUNTY OF SPOK
BLACK FOREST HARDWOOD FLOORS,)
LLC, a Washington limited liability company,	•
Plaintiff,) NO. 22-2-01253-32
v.) JUDGMENT SUMMARY
JON TAMPIEN, an individual;)
Defendant.	
HIDOLOGY ON TOTAL	
JUDGMENT CREDITOR: BLACK FORES	T HARDWOOD FLOORS, LLC
JUDGMENT DEBTOR: JON TAMPIEN	
JUDGMENT DEBTOR: JON TAMPIEN	
PRINCIPAL HIDGMENIT AND	OUNT:\$8,894.41
I MINCH AL JUDGMENT AM	58,894.41
Interest to Date of Judgment 04/	/17/2021 to 07/08/2022:\$1,960.67
Costs:	\$535.80
Attomey Fees:	\$3,867.50
Other Recovery Amounts:	N/A



Principal Judgment Amount Shall B	ear Interest at Judgment Rate per Annum: 18%
· · · · · · · · · · · · · · · · · · ·	overy Amount Shall Bear Interest at18%
Attorneys for Judgment Creditor:	KYLE W. NOLTE; MICHAEL A. LETO
Attorney for Judgment Debtor:	N/A
DONE BY THE COURT TE	HIS day of July, 2022.
	Court Commissione
	JUDGE COURT COMMISSIONER

Presented By:

STAMPER RUBENS, P.S.

KYLE W. NOLTE, WSBA #27073

MICHAEL A. LETO, WSBA #55514

Attorneys for Plaintiff

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CN: 2220125332 SN: 24 PC: 14

FILED

FEB 13 2023

TIMOTHY W. FITZGERALD SPOKANE COUNTY CLERK

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

BLACK FOREST HARDWOOD FLOORS, LLC, a Washington limited liability company,)	NO. 22-2-01253-32
Plaintiff,)	110. 22 2 01233 32
v.)	ORDER GRANTING PLAINTIFF'S
JON TAMPIEN, an individual;)	MOTION FOR CONTEMPT FOR FAILURE TO PRODUCE DOCUMENTS
Defendant.)	
)	

This matter having come on regularly before this Court on February 7, 2023 before the honorable Judge Rachelle E. Anderson, for Plaintiff/Judgment Creditor Black Forest Hardwood Floors, LLC's Motion for an Order to Show Cause Re: Contempt. The Plaintiff/Judgment Creditor appearing through its attorney, Michael A. Leto of Stamper Rubens, P.S.; the Defendant/Judgment Debtor Jon Tampien did not appear. The Court having examined the file and records herein; and the Court being otherwise fully advised in the premises, enters this Order in consideration of the following:

I. Findings of Fact

1. On December 7, 2022, the Order for Supplemental Proceedings was entered requiring Defendant/Judgment Debtor Jon Tampien ("Judgment Debtor") to produce records and other information as set forth in the Order.



- 2. On December 12, 2022, Defendant JON TAMPIEN ("Tampien") was personally served the Order for Supplemental Proceedings.
- 3. The Order for Supplemental Proceedings required Defendant Tampien to produce certain documents and information to Plaintiff by January 11, 2023, and appear and attend a deposition via Zoom videoconference on January 17, 2023, at 9:30 a.m.
- 4. To date, Defendant Tampien has failed to produce any documents or information as required by the Order for Supplemental Proceedings.
- 5. Defendant Tampien failed to appear and attend a deposition via Zoom videoconference on January 17, 2023, at 9:00 a.m.
- 6. On January 24, 2023, an Order to Show Cause Re: Contempt for Failure to Appear and Produce Documents was signed in Spokane County Superior Court's ex parte courtroom, commanding Defendant Tampien to appear in court on February 7, 2023, at 9:30 a.m., and show cause as to why he should not be found in contempt of court.
- 7. The same day, a copy of the Order to Show Cause Re: Contempt for Failure to Appear and Produce Documents was mailed by U.S. mail to Defendant Tampien.
 - 8. Defendant Tampien did not appear in court on February 7, 2023, at 9:30 a.m.

II. Conclusions of Law

- 1. The Order for Supplemental Proceedings entered on December 7, 2022, is a lawful order of this Court.
- 2. Service of process of the Order for Supplemental Proceedings on Defendant Tampien was sufficient.



- 3. Defendant Tampien intentionally disobeyed the Order for Supplemental Proceedings by failing to produce documents and information as required by it.
- 4. Defendant Tampien intentionally refused without lawful authority to appear at the deposition via Zoom videoconference as ordered by the Order for Supplemental Proceedings.
- 5. The Order to Show Cause Re: Contempt for Failure to Appear and Produce Documents is a lawful order of this Court.
- 6. Service of process of the Order to Show Cause Re: Contempt for Failure to Appear and Produce Documents on Defendant Tampien was sufficient.
- 7. Defendant Tampien intentionally refused without lawful authority to appear in Court on February 7, 2023, at 9:30 a.m., as ordered by the Order to Show Cause Re: Contempt for Failure to Appear and Produce Documents.
- 8. By refusing to (1) produce documents as ordered, (2) attend a deposition as ordered, and (3) appear in Court as ordered, Defendant Tampien is guilty of contempt of court pursuant to RCW Chapter 7.21 et seq.

III. Order

Having entered the Findings of Fact and Conclusions of Law,
IT IS HEREBY ORDERED:

- 1. Plaintiff's Motion for Contempt for Failure to Produce Documents is GRANTED.

 IT IS HEREBY FURTHER ORDERED:
 - 2. Defendant JON TAMPIEN is guilty of contempt of court.



5.

therein.

- 3. The Court will impose a fine of \$2,000.00 upon Defendant JON TAMPIEN, pursuant to RCW 7.21.050, if Defendant JON TAMPIEN fails to purge this contempt of court. Defendant JON TAMPIEN may purge this contempt of court by producing the documents and attending the deposition as ordered herein.
- 4. Defendant JON TAMPIEN will pay Plaintiff's reasonable attorneys' fees and costs of \$1,250.00 incurred in making its Motion for Contempt for Failure to Produce Documents before this Court, as described by affidavit of counsel filed separately.

Defendant JON TAMPIEN appear via Zoom video conference at the following

- https://us04web.zoom.us/j/4249937106?pwd=SGsyL09TV2hBY0hxM3RjSGs1Tk9Pdz09, to be sworn in by the Court Reporter on Wednesday, the 8th day of March, 2023, at 9:00 a.m., to attend the deposition, before a court reporter, and if not completed that day, the taking of the same will be continued thereafter from day to day and from time to time until fully taken, regarding any property they may have or knowledge thereof, as set forth herein and attached as Exhibit "A," and to bring a complete set of documents/records which support each answer to questions set forth
- 6. Defendant JON TAMPIEN is required to produce to the office of Counsel for Plaintiff, on or before Wednesday, March 1, 2023, a fully completed signed and notarized Supplemental Proceedings Questionnaire, attached hereto as Exhibit A and incorporated herein by this reference. In addition, JON TAMPIEN is required to produce the following documents:



- 1. All of JON TAMPIEN's tax returns for the past five (5) years, including all schedules and amendments.
- 2. All of JON TAMPIEN's financial statements prepared during the past five (5) years.
- 3. All of JON TAMPIEN's records for the past three (3) years relating to bank accounts (including bank statements), cash on hand, money market accounts, brokerage accounts, mutual funds and retirement, pension or benefit plans, whether in the name of Defendant or another person holding, managing or administering said account or fund on behalf of Defendant.
- 4. All of JON TAMPIEN's vehicle and boat registrations and/or certificates of title concerning vehicles and boats in which the Defendant has or claims an interest.
- 5. All of JON TAMPIEN's documents concerning any real property owned by Defendant or in which Defendant maintains any interest.
- 6. All of JON TAMPIEN's documents, records, agreements, correspondence, etc. in any way related to any business(es) owned or operated by Defendant and any real property owned by Defendant.

DONE BY THE COURT this <u>13</u> day of February 2023.

JUDGE RACHELLE E. ANDERSON

Hadelle & Shitton



Presented By:

STAMPER RUBENS, P.S.

BY.L

KYLE W. NOLTE, WSBA # 27073 MICHAEL A. LETO, WSBA #55514 Attorneys for Plaintiff/Judgment Creditor

EXHIBIT A

${\bf SUPPLEMENTAL\ PROCEEDING\ QUESTIONNAIRE-JON\ TAMPIEN}$

Debto	ors:	
	aka:	
DOB:		SS#:
DOB:		SS#:
DL#:_		
Have y	you entered into separate or community	property agreements with your spouse?
	Date:	
	County, if filed:	
Have y	you or your spouse declared bankruptcy	within the last 7 years:
	Court:	
	Chapter:	
REAL	L PROPERTY	
Reside	ence address:	
	Buying?	
	Mortgage:	
	Deed of Trust:	
	Land Sale Contract:	

	Other encumbrances:
	Liens:
	Judgments:
	Tax appraisal:
	Other appraisals:
	Amount owed:
	Purchase price:
	Rent from other residents in the house:
Other	real property (including vacant lots):
	Buying?
	Mortgage:
	Deed of Trust:
	Land Sale Contract:
	Other encumbrances:
	Liens:
	Judgments:
	Tax appraisal:
	Other appraisals:
	Amount owed:
	Purchase price:
	Rents received and from whom:
	Declaration of Homestead
	County

Date:
Abandoned:
Are you selling property to anyone now?
EMPLOYMENT
Self-employed:
Name and address of business:
Tax ID#:
How paid:
When paid:
Amount:
Names and addresses of customers:
Employed:
Name and address of employer:
Salary or hourly amounts:
When paid:
Spouse
Self-employed:
Name and address of business:
Tax ID#:
How paid:
When paid:
Amount:
Names and addresses of customers:

	Institution and Branch	Account Number	Amount
Checking:			\$
Savings:			\$
IRA:			\$
Keogh:		Market Market State Control of the C	\$
BENEFICIA	RY OF TRUST		
Туре	of trust:	Spendthrift?	
Name	and address of trustee:		
Paym	ents per month:		
Trust	terminates:		
VEHICLES			
Automobiles	, trucks, motorcycles, RVs, boats, air	rplanes	
Make	and model:	Make and model:	
Year:		Year:	
Cond	ition:	Condition:	
Licen	se plate:	License plate:	
VIN:		VIN:	
Amor	unt owed:	Amount owed:	
	To whom:	To whom:	
Make	and model:	Make and model:	
Year:		Year:	
Cond	ition:	Condition:	
Licen	se plate:	License plate:	
VIN:		VIN:	
Amor	int owed:	Amount owed:	

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To whom:	To whom:	
Heavy machinery		
Make and model:	Make and model:	
Year:	Year:	
Condition:	Condition:	
License plate:	License plate:	
VIN:	VIN:	
Amount owed:	Amount owed:	
To whom:	To whom:	
INTEREST IN BUSINESS		
Sole proprietorship:		
Partnership:		
General:		
Name and address of other partner(s):		
Limited:		
Name and address of genera	l partner(s):	
Corporation:		
Closely held:	SubS:	
Value of Stock:	Percentage owned:	
Joint Venture:		
Equipment:		

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Tools:	
Inventory:	
Jewelry:	
Computer:	
Collections	
Coins:	
Stamps:	
Antiques:	•
Baseball cards:	
Football cards:	
Rare books:	
Artwork (other than prints):	
Dolls:	
Guns:	
Livestock or other animals:	
Accounts Receivable:	
IOUs:	
Promissory Notes:	
Lawsuits and/or judgments:	
Other claims:	

Life Insurance:		
Term:		
Whole:		
Cash surrender value:		
Do you have a safe deposit box?		
Contents:		
Location and number:		
Retirement and pension plans:		
What other income of any nature are you receiving?		
To whom do you owe money?		
Judgment or claim:	Judgment or claim:	
Creditor:	Creditor:	
Amount:	Amount:	
Secured:		
Judgment or claim:	Judgment of claim:	
Creditor:	Creditor:	
Amount:	Amount:	
Secured:	Secured:	
Do you have any real or personal property held in another person's name?		
Miscellaneous:		

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Employed	1:		
Na	ame and address of employer:		and the second s
Sa	lary or hourly amounts:		
W	hen paid:		
BANK ACCOUN	NTS		
	Persona	al	
	Institution and Branch	Account Number	Amount
Checking:			\$
Savings:			. \$
IRA:			\$
Keogh:			\$
CD:			. \$
	Institution and Branch	Account Number	Amount
Checking:			\$
Savings:			\$
IRA:			\$
Keogh:			\$
	Corporate, Partnership, Joint Vent	ture, or Massachusetts Trus	t
	Institution and Branch	Account Number	Amount
Checking:			\$
Savings:			\$
IRA:			\$
Keogh:			\$

CN: 22201253
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CN: 2220125332 FILED

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TIMOTHY W. FITZGERALD SPOKANE COUNTY CLERK

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

BLACK FOREST HARDWOOD FLOORS,)
LLC, a Washington limited liability company,)
) NO. 22-2-01253-32
Plaintiff,)
v.) ORDER GRANTING PLAINTIFF'S
) SECOND MOTION FOR CONTEMPT /
JON TAMPIEN, an individual;) ORDER FOR BENCH WARRANT
)
Defendant.)
	_)

This matter having come on regularly before this Court on April 28, 2023 before the honorable Judge Rachelle E. Anderson, for Plaintiff/Judgment Creditor Black Forest Hardwood Floors, LLC's Motion for an Order to Show Cause Re: Second Motion for Contempt. The Plaintiff/Judgment Creditor appearing through its attorney, Michael A. Leto of Stamper Rubens, P.S.; the Defendant/Judgment Debtor Jon Tampien did not appear. The Court having examined the file and records herein; and the Court being otherwise fully advised in the premises, enters this Order in consideration of the following:

I. Findings of Fact

1. On December 7, 2022, the Order for Supplemental Proceedings was entered requiring Defendant/Judgment Debtor Jon Tampien ("Judgment Debtor") to produce records and other information as set forth in the Order.

ORDER GRANTING SECOND MOTION FOR CONTEMPT/ ORDER FOR BENCH WARRANT: 1



- 2. On December 12, 2022, Defendant JON TAMPIEN ("Tampien") was personally served the Order for Supplemental Proceedings.
- 3. The Order for Supplemental Proceedings required Defendant Tampien to produce certain documents and information to Plaintiff by January 11, 2023, and appear and attend a deposition via Zoom videoconference on January 17, 2023, at 9:30 a.m.
- 4. To date, Defendant Tampien has failed to produce any documents or information as required by the Order for Supplemental Proceedings.
- 5. Defendant Tampien failed to appear and attend a deposition via Zoom videoconference on January 17, 2023, at 9:00 a.m.
- 6. On January 24, 2023, an Order to Show Cause Re: Contempt for Failure to Appear and Produce Documents was signed in Spokane County Superior Court's ex parte courtroom, commanding Defendant Tampien to appear in court on February 7, 2023, at 9:30 a.m., and show cause as to why he should not be found in contempt of court.
- 7. The same day, a copy of the Order to Show Cause Re: Contempt for Failure to Appear and Produce Documents was mailed by U.S. mail to Defendant Tampien.
- 8. Defendant Tampien did not appear in court on February 7, 2023, at 9:30 a.m. After notice and hearing, this Court found that Defendant Tampien was guilty of contempt of court for failing to (1) produce documents as ordered, (2) attend a deposition as ordered, and (3) appear in Court as ordered.
- 9. On February 13, 2023, pursuant to the judge's oral order at the hearing that occurred on February 7, 2023, this Court entered the Order Granting Plaintiff's Motion for Contempt for

Failure to Produce Documents, commanding Defendant Tampien to produce documents on March 1, 2023 and appear at a deposition via Zoom link, or through other accommodation by contacting Plaintiff's counsel, on March 8, 2023.

- 10. Defendant Tampien was mailed the Order Granting Plaintiff's Motion for Contempt for Failure to Produce Documents on February 13, 2023. Accompanying this mailing was a letter from Plaintiff's counsel reiterating the need for compliance with the Court's orders and offering accommodations to Defendant Tampien if such accommodations would facilitate compliance. Defendant Tampien failed to produce documents, did not appear at deposition, and did not contact Plaintiff's counsel.
- 11. On April 10, 2023, an Order to Show Cause Re: Second Motion for Contempt was signed in Spokane County Superior Court's ex parte courtroom, commanding Defendant Tampien to appear in court on April 28, 2023, at 9:00 a.m., and show cause as to why he should not be found in contempt of court.
- 12. On April 11, 2023, Defendant Tampien was personally served the Order to Show Cause Re: Second Motion for Contempt and Plaintiff's Second Motion for Contempt.
 - 13. Defendant Tampien did not appear in court on April 28, 2023, at 9:00 a.m.

II. Conclusions of Law

- 1. The Order Granting Plaintiff's Motion for Contempt for Failure to Produce Documents entered on February 13, 2023, is a lawful order of this Court.
- 2. Service of process of the Order Granting Plaintiff's Motion for Contempt for Failure to Produce Documents on Defendant Tampien was sufficient.



- 3. Defendant Tampien intentionally disobeyed the Order Granting Plaintiff's Motion for Contempt for Failure to Produce Documents by failing to produce documents and information as required by it.
- 4. Defendant Tampien intentionally refused without lawful authority to appear at the deposition via Zoom videoconference as ordered by the Order Granting Plaintiff's Motion for Contempt for Failure to Produce Documents.
- 5. Defendant Tampien failed to purge his contempt in the manner specified in the Order Granting Plaintiff's Motion for Contempt for Failure to Produce Documents.
- 6. The Order to Show Cause Re: Second Motion for Contempt is a lawful order of this Court.
- 7. Service of process of the Order to Show Cause Re: Second Motion for Contempt on Defendant Tampien was sufficient.
- 8. Defendant Tampien intentionally refused without lawful authority to appear in Court on April 28, 2023, at 9:00 a.m., as ordered by the Order to Show Cause Re: Second Motion for Contempt.
- 9. By refusing to (1) produce documents as ordered, (2) attend a deposition as ordered, and (3) appear in Court as ordered, Defendant Tampien is guilty of contempt of court pursuant to RCW Chapter 7.21 et seq.
- 9. Defendant Tampien has already been found guilty of contempt of this Court in this matter on a prior occasion for refusing to (1) produce documents as ordered, (2) attend a deposition as ordered, and (3) appear in Court as ordered.



- 10. A remedial sanction is necessary to coerce Defendant Tampien to obey the lawful orders of this Court.
- 11. Imprisonment is an appropriate remedial sanction to coerce Defendant Tampien to obey the lawful orders of this Court.
- 12. Ordering Defendant Tampien to pay Plaintiff's attorneys' fees and costs is an appropriate remedial sanction to coerce Defendant Tampien to obey the lawful orders of this Court.

III. Order

Having entered the Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED:

1. Plaintiff's Second Motion for Contempt is GRANTED.

IT IS HEREBY FURTHER ORDERED:

- 2. Defendant JON TAMPIEN is guilty of contempt of court.
- 3. This Court authorizes the immediate issuance of a bench warrant for the arrest of Defendant JON TAMPIEN.
 - 4. Bail on the aforementioned warrant will be set at \$2,000.00.
 - 5. Defendant JON TAMPIEN will be held in custody until such time as:
 - a. Defendant JON TAMPIEN agrees to produce the necessary documents identified by Plaintiff's counsel and described in this Court's prior order to the office of Plaintiff's counsel, by a date to be determined by Plaintiff's counsel; and,



- b. Defendant JON TAMPIEN agrees to a date and time certain at which he will submit to a debtor's examination to be conducted by Plaintiff's counsel.
- 6. In the event that Defendant JON TAMPIEN does not post bail, he shall remain in the custody of the Spokane County Sheriff in jail until he agrees to produce documents and attend a debtor's examination as required above.
- 7. In the event that Defendant JON TAMPIEN posts bail, he shall make every effort to contact Plaintiff's counsel, as soon as practicable after his release, to schedule times and dates certain for producing documents to Plaintiff's counsel's office and for submitting to a debtor's examination to be conducted by Plaintiff's counsel.
- 8. In the event that Defendant JON TAMPIEN posts bail but fails to contact Plaintiff's counsel, or otherwise fails to produce documents or submit to a debtor's examination conduct by Plaintiff's counsel as contemplated by this Order, this Court authorizes the immediate issuance of a second bench warrant for the arrest of Defendant JON TAMPIEN.
- 9. In the event that issuance of a second bench warrant for the arrest of Defendant JON TAMPIEN is necessary, he shall remain in the custody of the Spokane County Sheriff in jail, without bail, until he agrees to submit to a debtor's examination, to be conducted in jail by Plaintiff's counsel. Notwithstanding the foregoing, in no event shall Defendant JON TAMPIEN remain in jail under this provision pursuant to the second bench warrant for longer than five (5) days. After such debtor's examination concludes, Defendant JON TAMPIEN shall be released without condition.

10. Defendant JON TAMPIEN shall pay Plaintiff's reasonable attorneys' fees and costs of \$1,827.50 incurred in making its Second Motion for Contempt before this Court, as described by affidavit of counsel filed separately.

DONE BY THE COURT this ______ day of May 2023.

JUDGE RACHELLE E. ANDERSON

Presented By:

STAMPER RUBENS, P.S.

KYLE W. NOLTE, WSBA # 27073 MICHAEL A. LETO, WSBA #55514

Attorneys for Plaintiff/Judgment Creditor



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1	CERTIFICATE OF SERVICE	
2	I hereby certify that on the day of May 2023, I caused to be served a true and corre	
3	copy of the foregoing by the method indicated below, and addressed to the following:	
4	copy of the fologoing by the method mercured below, and addressed to the following.	
5		
6	Mr. Jon Tampien X U.S. mail, postage prepaid	
7	4122 S. Laura St Hand-delivered Spokane, WA 99205-5364 Overnight delivery	
8	Facsimile:	
9	E-mail	
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CN: 2220378932 FILED **SN: 8** 2 PC: 2 DEC 14 2022 3 Timothy W. Fitzgerald SPOKANE COUNTY CLERK 4 5 6 7 SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE 8 HORIZON CREDIT UNION, 9 NO. 22-2-03789-32 Plaintiffs, 10 ORDER OF DEFAULT AND **DEFAULT JUDGMENT** 11 126 N DIVISION ST LLC d/b/a RED LION PUB a Washington Limited Liability 12 Company; JONATHAN R. TAMPIEN individually and the marital community of 13 JONATHAN R. TAMPIEN and JANE DOE TAMPIEN, husband and wife, 14 Defendants. 15 JUDGMENT SUMMARY 16 Judgment Creditor: Horizon Credit Union 17 Judgment Debtor(s): 126 N. Division St, LLC d/b/a Red Lion Pub, Jonathan R. Tampien individually and the marital community of Jonathan R. Tampien and 18 Jane Doe Tampien, husband and wife 1. Principal: \$5,742.93 19 2. Interest to date of judgment: 09/23/22 to 12/14/22 \$154.98 3. Costs: \$350.00 20 4. Attorneys' fees: \$368.60 Total Judgment \$6,616.51 21 Post Judgment Interest Attorney for Judgment Creditor: BENJAMIN D. PHILLABAUM 22 Attorney for Judgment Debtor: N/A 23 24 25 26 PHILLABAUM, LEDLIN, MATTHEWS & SHELDON, PLLC. ATTORNEYS AT LAW
1235 N. POST, SUITE 100
SPOKANE, WASHINGTON 99201
TELEPHONE (509) 838-6055 27 ORDER OF DEFAULT AND **DEFAULT JUDGMENT - 1**

1	This matter having come on for hearing on the Plaintiff's Motion for Order of Default and
2	Default Judgment, and Defendants have not appeared nor filed or served an answer to the complaint,
3	it is hereby,
4	ORDERED, ADJUDGED AND DECREED that Defendants are hereby adjudged to be in
5	default. It is further
6	ORDERED, ADJUDGED AND DECREED that Plaintiff is awarded judgment against
7	Defendant(s) as follows:
8	Principal: \$5,742.93 Prejudgment Interest 09/23/22 to 12/14/22 \$154.98 Court Costs: \$350.00 Attorney Fees: \$368.60
10	TOTAL JUDGMENT: \$6,616.51
11	With interest on the judgment.
13	DONE THIS Ly day of December, 2022.
14	Midul On Resour
15	J UDGE /COMMISSIONER
16	Presented by: MICHELLE RESSA
17	PHILLABAUM, LEDLIN, MATTHEWS & SHELDON, PLLC.
18	
19	BENJAMIN D. PHILLABAUM, WSBA #48089
20	Attorneys for Plaintiff
21	
22	
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24	
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26	PHILLABAUM, LEDLIN, MATTHEWS
27	ORDER OF DEFAULT AND DEFAULT JUDGMENT - 2 SPOKANE, WASHINGTON 99201 TELEPHONE (509) 838-6055

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TIMOTHY W. FITZGERALD SPOKANE COUNTY CLERK

4 IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF SPOKANE 5 23205122-32 KYLE BARTLETT, 6 Plaintiff, No. 7 **DEFAULT JUDGMENT** VS. 8 TAMPIEN ENTERPRISES, LLC, a Washington limited liability company; and JONATHAN TAMPIEN, and RUSSEL 10 TAMPIEN, 11 Defendant. 12 JUDGMENT SUMMARY 13 Judgment Creditor: Kyle Bartlett 14 Tampien Enterprises, LLC and Jonathan Tampien Judgment Debtors: Amount Set Forth in Complaint: \$ 90,394.32 15 Additional Interest: \$ 34,844.97 16 5/31/23 to 11/30/23 at 5% per month (compounded quarterly) 17 Attorney's Fees and Costs: 2,120.00 18 TOTAL JUDGMENT: \$127,359.59 19 The total judgment amount shall bear interest at the Judgment Rate of 12.00% per annum from 20 date of entry. 21 Attorney for Judgment Creditors: Timothy R. Fischer 22 Attorney for Judgment Debtors: N/A 23 24 **DEFAULT JUDGMENT--1**

Winston & Cashatt

A PROFESSIONAL SERVICE CORPORATION
1900 Bank of America Financial Center
601 West Riverside
Spokane, Washington 99201
(509) 838-6131

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The Court, having reviewed the Motion for Default Judgment and the declarations in support thereof, and the records and pleadings filed herein, and being fully advised that the Defendants, Tampien Enterprises, LLC and Jonathan Tampien, have been regularly served with process, are properly within the jurisdiction of this Court, and have failed to answer the Plaintiff's Verified Complaint filed herein, and it appearing that Plaintiff is entitled to judgment herein, it is hereby:

ORDERED and ADJUDGED that Defendants TAMPIEN ENTERPRISES, LLC and JONATHAN TAMPIEN are in default and that Plaintiff KYLE BARTLETT, shall have judgment against Defendants in the amount of:

Amount Set Forth in Complaint	\$ 90,394.62
Additional Interest	\$ 34,844.97
5/31/23 to 11/30/23 at 5% per month	
(compounded quarterly)	
Attorney's Fees and Costs	\$ 2,120.00
TOTAL AMOUNT DUE	\$127.359.59

This Judgment shall bear interest at the rate of 12.00% per annum until paid in full. Plaintiff shall be entitled to post judgment attorneys' fees and costs.

DONE IN OPEN COURT this day of December 2023.

KING In 1

OMMISSIONER

Presented by:

TIMOTHY R. FISCHER, WSBA No. 40075 WINSTON & CASHATT, LAWYERS, P.S.

Attorneys for Plaintiff

DEFAULT JUDGMENT--2

Winston & Cashatt
A PROFESSIONAL SERVICE CORPORATION

1900 Bank of America Financial Center 601 West Riverside Spokane, Washington 99201 (509) 838-6131

TONY M. RUGEL

CN: 2320512232 SN: 17

PC: 2



FILED

AUG 23 2024

Timothy W. Fitzgerald SPOKANE COUNTY CLERK

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

KYLE BARTLETT,

Plaintiff,

No. 23-2-05122-32

vs.

TAMPIEN ENTERPRISES, LLC, a Washington limited liability company; and JONATHAN TAMPIEN, and RUSSEL TAMPIEN,

Defendant.

DEFAULT JUDGMENT AGAINST DEFENDANT RUSSEL TAMPIEN

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JUDGMENT SUMMARY

Judgment Creditor:

Kyle Bartlett

Judgment Debtors:

Russel Tampien

Amount Set Forth in Complaint:

\$ 90,394.32

Additional Interest:

\$ 34,844.97

5/31/23 to 11/30/23 at 5% per month

(compounded quarterly)

18 Attorney's Fees and Costs:

\$ 2,120.00

TOTAL JUDGMENT:

\$127,359.59

The total judgment amount shall bear interest at the Judgment Rate of 12.00% per annum from

21 date of entry.

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Attorney for Judgment Creditors:

Timothy R. Fischer

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DEFAULT JUDGMENT AGAINST DEFENDANT RUSSEL TAMPIEN – PAGE 1

Winston & Cashatt
A PROFESSIONAL SERVICE CORPORATION

1900 Bank of America Financial Center 601 West Riverside Spokane, Washington 99201 (509) 838-6131

Attorney for Judgment Debtors: N/A

The Court, having reviewed the Motion for Default Judgment and the declarations in support thereof, and the records and pleadings filed herein, and being fully advised that the Defendant Russel Tampien Enterprises has been regularly served with process, are properly within the jurisdiction of this Court, and has failed to answer the Plaintiff's Verified Complaint filed herein, and it appearing that Plaintiff is entitled to judgment herein, it is hereby:

ORDERED and ADJUDGED that Defendant RUSSEL TAMPIEN ENTERPRISES is in default and that Plaintiff KYLE BARTLETT, shall have judgment against Defendant Russel Tampien in the amount of:

Amount Set Forth in Complaint	\$ 90,394.62
Additional Interest	\$ 34,844.97
5/31/23 to 11/30/23 at 5% per month	
(compounded quarterly)	
Attorney's Fees and Costs	\$ 2,120.00
TOTAL AMOUNT DUE	\$127,359.59

This Judgment shall bear interest at the rate of 12.00% per annum until paid in full. Plaintiff shall be entitled to post judgment attorneys' fees and costs.

DONE IN OPEN COURT this 23 day of August, 2024

JUDGE/COPAT COMMISSIONER TONY M. RUGEL

Presented by:

TIMOTHY R. FISCHER, WSBA No. 40075 WINSTON & CASHATT, LAWYERS, P.S. Attorneys for Plaintiff

DEFAULT JUDGMENT AGAINST DEFENDANT RUSSEL TAMPIEN – PAGE 2

Winston & Cashatt

A PROFESSIONAL SERVICE CORPORATION
1900 Bank of America Financial Center
601 West Riverside
Spokane, Washington 99201
(509) 838-6131

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TIMOTHY W. FITZGERALD SPOKANE COUNTY CLERK

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

MATTHEW J. MAYNARD, an individual,

Plaintiff,

No. 232 05123-32

DEFAULT JUDGMENT

VS.

••

TAMPIEN ENTERPRISES, LLC, a

Washington limited liability company; and JONATHAN TAMPIEN, an individual,

Defendants.

JUDGMENT SUMMARY

Judgment Creditor:

Matthew J. Maynard

14 | Judgment Debtors:

Tampien Enterprises, LLC and Jonathan Tampien

Amount Set Forth in Complaint:

\$219,190.46

Additional Interest:

\$ 97,556.86

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10/14/23 to 11/30/23 at 5% per month

(compounded quarterly)

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Attorney's Fees and Costs:

\$ 2,120.00

TOTAL JUDGMENT:

\$318,867.32

The total judgment amount shall bear interest at the Judgment Rate of 12.00% per annum from

20 date of entry.

21 | Attorney for Judgment Creditors:

Timothy R. Fischer

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Attorney for Judgment Debtors:

N/A

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DEFAULT JUDGMENT--1

A PROFESSIONAL SERVICE CORPORATION 1900 Bank of America Financial Center 601 West Riverside Spokane, Washington 99201 (509) 838-6131

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24 DEFAULT JUDGMENT--2

Presented by:

The Court, having reviewed the Motion for Default Judgment and the declarations in support thereof, and the records and pleadings filed herein, and being fully advised that the Defendants, Tampien Enterprises, LLC and Jonathan Tampien, have been regularly served with process, are properly within the jurisdiction of this Court, and have failed to answer the Plaintiff's Verified Complaint filed herein, and it appearing that Plaintiff is entitled to judgment herein, it is hereby:

ORDERED and ADJUDGED that Defendants TAMPIEN ENTERPRISES, LLC and JONATHAN TAMPIEN are in default and that Plaintiff MATTHEW J. MAYNARD, shall have judgment against Defendants in the amount of:

Amount Set Forth in Complaint	\$219,190.46
Additional Interest	\$ 97,556.86
5/31/23 to 11/30/23 at 5% per month	
(compounded quarterly)	
Attorney's Fees and Costs	\$ 2,120.00
TOTAL AMOUNT DUE	\$318,867.32

This Judgment shall bear interest at the rate of 12.00% per annum until paid in full.

Plaintiff shall be entitled to post judgment attorneys' fees and costs.

DONE IN OPEN COURT this 20 day of December, 2023

JUDGE/COURT COMMISSIONER

TIMOTHY R. FISCHER, WSBA No. 40075 WINSTON & CASHATT, LAWYERS, P.S.

Attorneys for Plaintiff

TONY M. RUGEL

A PROFESSIONAL SERVICE CORPORATION 1900 Bank of America Financial Center 601 West Riverside Spokane, Washington 99201 (509) 838-6131 CN: 2320512432

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TIMOTHY W. FITZGERALD SPOKANE COUNTY CLERK

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

TAMPIEN ENTERPRISES, LLC, a

ESTIVEN A. GONZALEZ,

JONATHAN TAMPIEN.

VS.

Plaintiff,

No

232 05 124-32

DEFAULT JUDGMENT

Defendants.

JUDGMENT SUMMARY

Judgment Creditor: Estiven A. Gonzalez

Washington limited liability company; and

Judgment Debtors: Tampien Enterprises, LLC and Jonathan Tampien

Amount Set Forth in Complaint: \$169,853.02

Additional Interest: \$ 10,673.83

10/14/23 to 11/30/23 at 5% per month (compounded quarterly)

(compounded quarterly)

Attorney's Fees and Costs: \$ 2,120.00

TOTAL JUDGMENT: \$180,526.85

The total judgment amount shall bear interest at the Judgment Rate of 12.00% per annum from

date of entry.

Attorney for Judgment Creditors: Timothy R. Fischer

Attorney for Judgment Debtors: N/A

DEFAULT JUDGMENT—Page 1

Winston & Cashatt
A PROFESSIONAL SERVICE CORPORATION

1900 Bank of America Financial Center 601 West Riverside Spokane, Washington 99201 (509) 838-6131 The Court, having reviewed the Motion for Default Judgment and the declarations in support thereof, and the records and pleadings filed herein, and being fully advised that the Defendants, Tampien Enterprises, LLC and Jonathan Tampien, have been regularly served with process, are properly within the jurisdiction of this Court, and have failed to answer the Plaintiff's Verified Complaint filed herein, and it appearing that Plaintiff is entitled to judgment herein, it is hereby:

ORDERED and ADJUDGED that Defendants TAMPIEN ENTERPRISES, LLC and JONATHAN TAMPIEN are in default and that Plaintiff ESTIVEN A. GONZALEZ, shall have judgment against Defendants in the amount of:

Amount Set Forth in Complaint	\$169.853.02
Additional Interest	\$ 10,673.83
10/14/23 to 11/30/23 at 5% per month	
(compounded quarterly)	
Attorney's Fees and Costs	\$ 2,120.00
TOTAL AMOUNT DUE	\$180,526,85

This Judgment shall bear interest at the rate of 12.00% per annum until paid in full.

Plaintiff shall be entitled to post judgment attorneys' fees, and costs.

DONE IN OPEN COURT this day of December, 2023.

Presented by:

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TIMOTHY R. FISCHER, WSBA No. 40075 WINSTON & CASHATT, LAWYERS, P.S.

Attorneys for Plaintiff

DEFAULT JUDGMENT—Page 2

Winston & Cashatt

TONY M. RUGEL

PROFESSIONAL SERVICE CORPORATION 1900 Bank of America Financial Center 601 West Riverside Spokane, Washington 99201 (509) 838-6131 CN: 2320512432

SN: 9

PC: 2

FILED

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TIMOTHY W. FITZGERALD SPOKANE COUNTY CLERK

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

ESTIVEN A. GONZALEZ

Plaintiff,

No. 23-2-05124-32

ASSIGNMENT OF JUDGMENT

TAMPIEN ENTERPRISES, LLC, a Washington limited liability company; and JONATHAN TAMPIEN.

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Defendants.

Pursuant to RCW 4.56.090, Plaintiff ESTIVEN A. GONZALEZ, does hereby assign and transfer to Fireside, LLC, a Washington limited liability company, all Plaintiff's right, title and interest in that certain Judgment entered herein on November 30, 2023, including proceeds thereof. This Assignment of Judgment includes all Plaintiff's causes of action and/or choices in action alleged in Plaintiff's Complaint.

CESTIVEN A GONZALEZ

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ASSIGNMENT OF JUDGMENT - 1 of 2

Minden of Cashall

STATE OF WASHINGTON

County of Spokene El Paso

I certify that I know or have satisfactory evidence that ESTIVEN A. GONZALEZ signed this instrument on oath, stated that he was authorized to execute the instrument and acknowledged it as the Plaintiff to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this Oth day of July, 2025.

NOTARY PUBLIC in and for the State of Colorock Washington, residing at Spokane. El Paso My Commission Expires: NOV. 21 2026

FRANCESCA BUGLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224044217
MY COMMISSION EXPIRES NOV. 21, 2026

A SCIENMENT OF HIDGMENT - 2 of 2

DD7010SX JBP 11/22/2024 2:09 PM SPOKANE COUNTY DISTRICT COURT

DOCKET

PAGE:

24005521

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20.00 JBP

31,084.46

31,084.46

31,084.46

CASE: Civil

PLAINTIFF/PETITIONER

PLA 01 NORTHWEST GRANITE INC

DEFENDANT/RESPONDENT

DEF 01 TAMPIEN ENTERPRISES

ATY 01 SCANLON, ROBERT CHARLES

1124 W RIVERSIDE AVE STE 310

SPOKANE Work Phone: 5096244291

WA 99201-11 PC: 6

SN: 2

CN: 2420580132

NOV 25 2024

Timothy W. Fitzgerald SPOKANE COUNTY CLERK

TITLE

NORTHWEST GRANITE INC V TAMPIEN ENTERPRISES

Filed: 08/21/2024 Cause: Open Account

30,731.46

24205801**-32**

Amount:

TEXT

S 08/21/2024 24234100796 CIV FILING FEE Received 73.00 IAS

Paid by: DELLWO ROBERTS & SCANLON

U *SUMMONS AND COMPLAINT-SCANNED*

S 08/23/2024 Case Filed on 08/21/2024

Cause of Action: Open Account

PLA 1 NORTHWEST GRANITE INC Added as Participant DEF 1 TAMPIEN ENTERPRISES Added as Participant

ATY 1 SCANLON, ROBERT CHARLES Added as Participant

on 08/21/2024

PLA 1 NORTHWEST GRANITE INC Represented by:

ATY 1 SCANLON, ROBERT CHARLES

U 09/26/2024 *PROOF/DEC OF SERVICE-SCANNED*

S 10/03/2024 24277100542 DATA DIS LOC DC Received 20.00 IAS

Paid by: DELLWO ROBERTS & SCANLON

10/08/2024 EXP DJ Set for 10/08/2024 08:05 AM

in Room 7 with Judge ASB

EXP DJ: Held

U 10/10/2024 ORDER REJECTING EX-PARTE MOTION & ORDER FOR DEFAULT JUDGMENT; JBP

NO AFFIDAVIT REGARDING MILITARY SERVICE /S/ ASB

DEFAULT JUDGMENT `PROPOSED' - SCANNED

DJ REJECTION ORDER-SCANNED

DEFAULT JUDGMENT (PROPOSED) - SCANNED

10/17/2024 ORDER OF DEFAULT /S/ ASB

DEFAULT JUDGMENT FOR \$31084.46 AGAINST DEF /S/ ASB

S 1 Default Judgment entered by Judge ASB

Principal

Total Judgment Amount

Balance Due

PLA 1 NORTHWEST GRANITE INC

agnst DEF 1 TAMPIEN ENTERPRISES

ORDER OF DEFAULT --SCANNED

S 11/22/2024 24327100218 PREP TRANSCRIPT Received

Paid by: DELLWO, ROBERTS & SCANLON

ACCOUNTING SUMMARY

Total Due

Paid

Balance

Judgment 01

31,084.46

31,084.46

Docket continued on next page

DD7010SX JBP 11/22/2024 2:09 PM SPOKANE COUNTY DISTRICT COURT

DOCKET

PAGE:

2

CASE: 24005521

Civil

PLAINTIFF/PETITIONER PLA 01 NORTHWEST GRANITE INC

DEFENDANT/RESPONDENT DEF 01 TAMPIEN ENTERPRISES

ADDITIONAL CASE DATA - Continued Case Disposition Disposition: OPEN

Judgments

01 Default Judgment

10/17/2024

by ASB

Hearing Summary

Held EXPARTE DEFAULT JUDG ON 10/08/2024 AT 08:05 AM IN ROOM 7 WITH ASB

End of docket report for this case

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY AND DISTRICT OF SPOKANE

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS OF RECORD.

DATED THIS 22

CLERK

FILED

,
OCT 17 2024
SPOKANE COUNTY DISTRICT COURT
SPOKANE COUNTY DISTRICT COURT
4202 £ 0 130
SPOKANE COUNTY DISTRICT COUTT STATE OF WASHINGTON DELICATION
NORTHWEST GRANITE, a Washington) corporation,)
Plaintiff,) No. 24005521
v.) ORDER OF DEFAULT
TAMPIEN ENTERPRISES, LLC., a) Washington limited liability company,)
Defendant.
This matter came on regularly for hearing before the Court upon the motion
of the Plaintiff for an order declaring the Defendant to be in Default. The Court
having reviewed the files and records herein, and the Affidavit in support of the

pending motion finds:

1. That the Defendant was served with a copy of the Summons and Complaint in this matter as appears from the Declaration of Service on file herein;

LAW OFFICES
DELLWO, ROBERTS & SCANLON
A PROFESSIONAL SERVICE CORPORATION
1124 WEST RIVERSIDE, SUITE 310
SPOKANE, WASHINGTON 99201-1109
PHONE (509) 624-4291
FAX (509) 454-6810

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FILED

1	1.	OCT 17 2024
2		SPOKANE COUNTY DISTRICT COURT
3		SPOKANE COUNTY DISTRICT COURT
4		TAUCO TOINITAIN YOUNG
5		OCT 03 SOZH
6	SPOKANE COUNTY STATE OF WA	COLA EIFED TRUOD TSIRTRID ASHINGTON
7	·	
8	NORTHWEST GRANITE, a Washington corporation,)
9	Plaintiff,) No. 24005521)
10	v.) DEFAULT JUDGMENT)
11	TAMPIEN ENTERPRISES, LLC., a)
12	Washington limited liability company,)
13	Defendant.	
14	JUDGMENT S	UMMARÝ
15	Judgment Creditor	Northwest Granite
16	Attorney for Judgment Creditor	Dellwo Roberts & Scanlon, P.S.
17	•	1124 W. Riverside Avenue, #310 Spokane, WA 99201
18	Judgment Debtor	Tampien Enterprises, LLC
19		1309 W. First Avenue, Apt. 607 Spokane, WA 99201
20	Amount of Judgment	\$30731.46
	Statutory attorney fee	\$200.00
	Taxable Costs DEFAULT JUDGMENT - I \SERVER\Data\Documents\Resurgent 2013 COSTS\Rcs\Capital	\$153.00 LAW OFFICES DELLWO, ROBERTS & SCANLON A PROFESSIONAL SERVICE CORPORATION 1124 WEST RIVERSIDE, SUITE 310 SPOKANE, WASHINGTON 99201-1109 PHONE (509) 624-4391 FAX (509) 456-6810

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DEFAULT JUDGMENT - 2

FAX (509) 455-6810
\SERVER\Data\Documents\Resurgent 2013 COSTS\Rcs\Capital Management Corp\NW Granite Inc. v Tampien
Enterprises\DEFAULT JUDGMENT.doc

PHONE (509) 624-4291

CN: 2421102132

SN: 1

PC: 2

FILED

JUL 05 2024

Warrant No. 0369567

Compensation Taxes

TIMOTHY W. FITZGERALD SPOKANE COUNTY CLERK

WARRANT 2 42 1 1 0 2 1 32

Cause No.

for Unpaid

Workers'

Department of Labor & Industries COLLECTIONS Olympia, Washington 98504-4170

IN THE MATTER OF THE ASSESSMENT OF WORKERS' COMPENSATION TAXES AGAINST:

> JONATHAN TAMPIEN AND THE MARITAL COMMUNITY 4122 S LAURA ST SPOKANE WA 99203

An Employer, Account ID 603,209-00 Unified Business Identifier (UBI) 604771344)

THE DIRECTOR OF THE DEPARTMENT OF LABOR & INDUSTRIES OF THE STATE OF WASHINGTON:

TO THE CLERK OF SPOKANE COUNTY, STATE OF WASHINGTON,

WHEREAS, a Notice and Order of Assessment of Workers' Compensation Taxes NO. 0754054 in the amount of \$6,695.01 was served, pursuant to RCW 51.48.120, on the above named employer, and WHEREAS, the above named employer has not filed or pursued an appeal with the Board of Industrial Insurance Appeals or the Director of the Department of Labor & Industries within thirty days of the date of service of the Notice and Order of Assessment, and WHEREAS the Notice and Order of Assessment therefore became final and established in the remaining unpaid balance of \$6,744.53, which includes penalties, interest and fees through June 30, 2024.

VOUCHER

603,209-00 1641299

WARRANT DEPARTMENT OF LABOR & INDUSTRIES

An employer, Account ID 603,209-00 UBI: 604771344

NOW THEREFORE, pursuant to RCW 51.48.140, the Clerk of SPOKANE County shall designate a Superior Court cause number for this Warrant and cause to be entered in the judgment docket under the cause number assigned, the name of the listed employer, the date of the filing of the Warrant, and the warrant amount of Six Thousand, Eight Hundred Eighty Four and 53/100 Dollars, (\$6,884.53), which includes the statutory filing fee of Twenty Dollars and the statutory surcharge of Twenty Dollars.

The aggregate amount of this Warrant as docketed is a lien upon the title to, and interest in all real and personal property of the employer against whom this Warrant is issued, the same as a judgment in a civil case duly docketed in the office of such clerk, and is sufficient to support the issuance of writs of garnishment in favor of the state in a manner provided by law in case of judgment, wholly or partially unsatisfied.

Delinquent taxes shall bear interest at the rate of one percent of the delinquent amount per month or fraction thereof from and after the due date until payment, increases, and penalties are received by the department (RCW 51.48.210)

Dated this 28th day of June 2024 For the Director of the DEPARTMENT OF LABOR & INDUSTRIES

By: Jess Mack Revenue Agent

Phone: (509) 324-2599

Dept. of Labor & Industries

901 N Monroe, Ste 100 Spokane WA 99201-2149 CN: 2421149132

SN: 1 PC: 2



FILED SEP 2.7 2024

TIMOTHY W. FITZGERALD SPOKANE COUNTY CLERK

WARRANT

IN THE MATTER OF THE ASSESSMENT OF UNPAID WAGE COMPLAINTS AGAINST: JONATHAN RUSSELL TAMPIEN AND THE MARITAL COMMUNITY THEREOF AS AN INDIVIDUAL 4122 S LAURA ST SPOKANE, WA 99203 Citation No. W-436-24 Unified Business Identifier (UBI) 604 771 344	DEPARTMENT OF LABOR AND INDUSTRIES		
JONATHAN RUSSELL TAMPIEN AND THE MARITAL COMMUNITY THEREOF AS AN INDIVIDUAL 4122 S LAURA ST SPOKANE, WA 99203 Citation No. W-436-24 Warrant No. EW-70216 for Unpaid Wages) Citation No. W-436-24	- ·)))) Cause No	32
,	AND THE MARITAL COMMUNITY THEREOF AS AN INDIVIDUAL 4122 S LAURA ST) Warrant No. EW-70216	1 ph
,)	
Unified Business Identifier (UBI) 604 771 344	Citation No. W-436-24)	
	Unified Business Identifier (UBI) 604 771 344)	

THE DIRECTOR OF THE DEPARTMENT OF LABOR AND INDUSTRIES OF THE STATE OF WASHINGTON:

TO THE CLERK OF SPOKANE COUNTY, STATE OF WASHINGTON

WHEREAS, a Citation and Notice of Assessment for Wage Payment Act Violation No. W-436-24 in the amount of \$2,439.38 was served on the above named debtor on July 16, 2024, pursuant to RCW 49.48.083. No protest or appeal is pending, it has become final and has a remaining balance of \$2,479.85.

Pursuant to RCW 49.48.086, the Clerk shall designate a Superior Court Cause Number for this Warrant and enter in the Judgment Docket the individual's name, date of filing and the Warrant amount of \$2479.85, which includes interest charges, penalty, statutory filing fee, and the statutory Surcharge fee.

VOUCHER

The aggregate amount of this Warrant as docketed is a lien upon the title to, and interest in all real and personal property of the Employer/individual; the same as a judgment in a civil case duly docketed in the office of such Clerk, and is sufficient to support the issuance of writs of garnishments in favor of the state, the same as a judgment hole or partially satisfied.

Delinquent wages bear interest at the rate of one percent per month until payment in full is received by the department. (RCW 49.48.083)

Dated this 16RD day of September 2024. For the Director of the **DEPARTMENT OF LABOR AND INDUSTRIES**

Jilian Halvorsen Revenue Agent

Phone: (360) 902-6886

Employment Standards Collections

PO Box 44171

Olympia, WA 98504-4171

UBI 604 771 344

Warrant - Page 2 of 2 70216

BOOK 620 PAGE 130

71856B

RIGHT OF WAY EASEMENT

	Ed Kingen, a	bachelor		
hereby grants convey.s and a corporation, its successors and distribution line consisting of w following described property in	d warrants to 'assigns, the right ires, poles and ass Spokane	THE WASHINGTON to erect, construct, reco sociated fixtures, to be	onstruct and maintain located over, along an State of Washing	an electrical d across the ton
to-wit: Tract "A" except t	he south 135 f	eet; Dickson and D	unn Orchard Tract	s in the
North Half $(N\frac{1}{2})$ of Section (43) E.W.M., Spokane Cour			(26) North, Range	
It is understood ar	id agreed that	said easement cove	rs the right to p	lace two (2)
poles together with the r	necessary overh	ang on the souther	ly part of the ab	ove describ
property in the location	as now surveye	d and staked there	on.	
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			***************************************	***************************************
			······································	
together with the right to inspe				
struction, maintenance and opera	ation of the same.			
No monetary consideration	or consideration	of monetary value has	been given for the r	ights herein
conveyed.		•		
Witnessmy	hand this 11t	h day of String	December	, 19.51
	/	5d String	w	
	····			

			RD DEC 1 8 1951 AT /	1/16am
STATE OF Washingto	· π	REQUEST OF		TY AUDITOR
County of Spokane		ss.		
		الابت		
On this day, before me, the u		y public in and for s	aid county and state,	personally
appeared Ed Kingen, a 1	echelor			
***************************************		······································		***************************************
to me known to be the individual				
that he signed an		as nis free a	nd voluntary act and d	leed, for the
uses and purposes therein mention	fficial seal this	11 th xay for K	Securiter A	. D., 19.5./
		Frank	4. Migno	
0.00			in and for the State of	Mary.
A D WASHINGTON		residing at	ouage	
LAM AWA -W ENG. DEPT	CONST. DEPT.	ATTORNEYS	RIGHTS OF WAY	SECURED

Dedication.

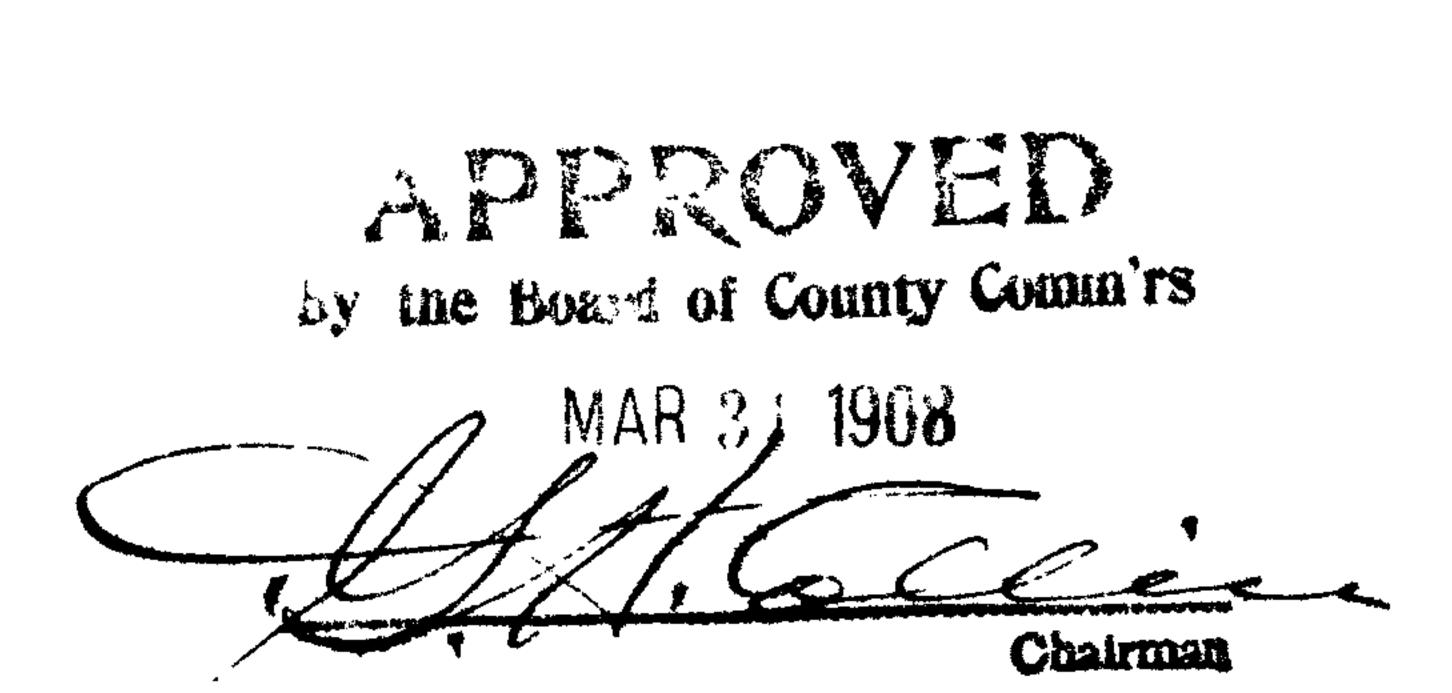
Thou all men by these presents, that we Dickson and Dunn, a corporation; by Sith Dunn, as Tresident and Winnie Whalen, a widow have laid off and platted the land shown on this map to be know as Dickson-Dunn Orchard Tracts, of Spokane County, Washington; and described as Johows to-wit:

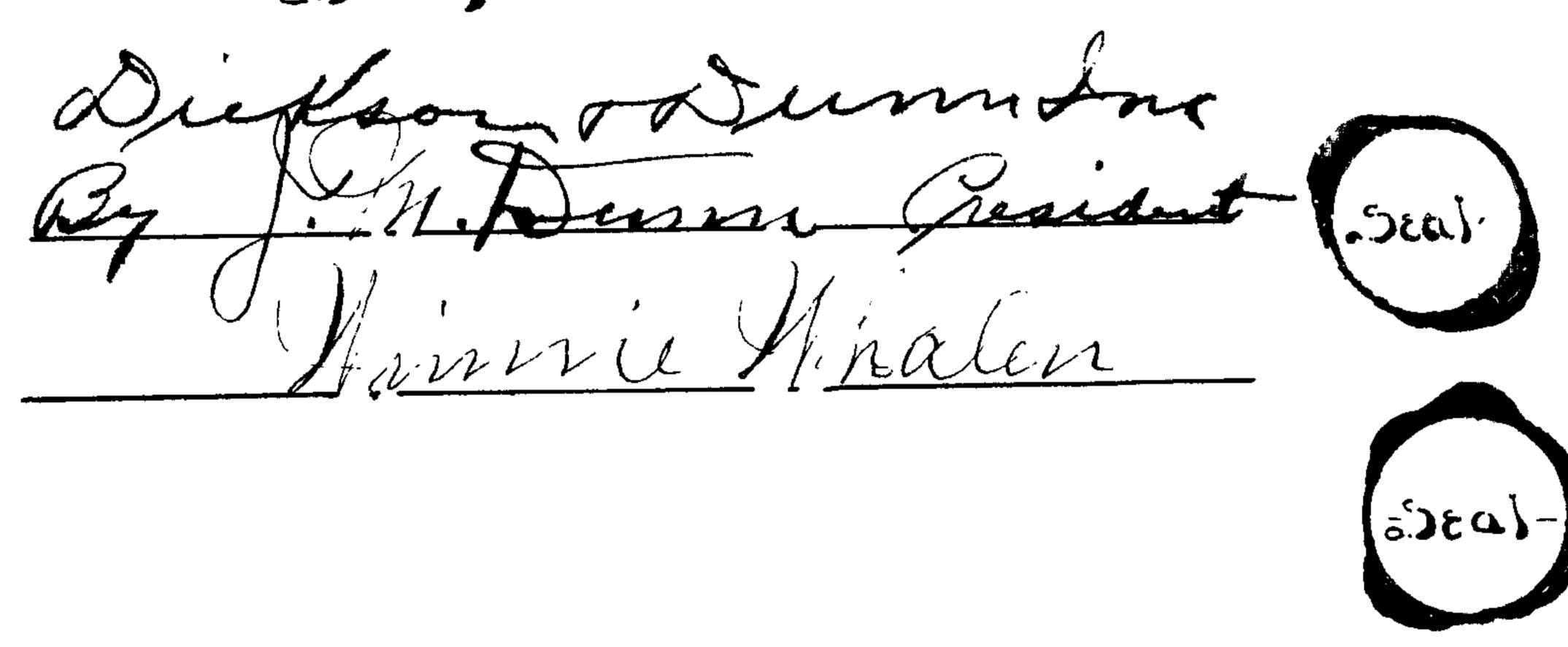
and the Moth half (SILK) of the Southwest quarter (SIM). A) of Sec. ten (10)
and the Moth half (SILK) of the Southwest quarter (35WK) of Sec. ten (10)
all in Sounship twenty six (21.26) north, S.Ronge fourly-three (SR 43) E.W. III.

We do kerely dedicate to the public

enor series and series of all one resonce on assurance to the resonce resonce resonce resonce resonce resonce and series resonce resonce and call the resonce of the resonce re

our hands & seals & caused the corporate seal of said corporation to be affixed this twenty-seventh day of Morch 1403.





· Acknowledgment.

State of Washington. 3.5.5.

On this 27th day of March 1908, personally appeared, so the solution of the corporation. Allicasons a not annotated that minimized the within minimized that and acknowledged the solution that the safe of solutions of the composition of the cost of the continuation of the cost o

Witnesseth my band & official seal this twenty seventh

David Lerman Notary Philic in and for the. estate of Washington, residing. at Spokane.

Duxverjors Certificater.

We bereby certify that we have made survey of and suit-divided into tracts with the country test of the country like of the country that the country with the country with the country of the control of the country test of the country of the that the country of the country of the the the country of the coun

Spokant. General Engineering Co.

I hereby certify that within plat does not conflict with any Country Road.

Ch. R. Scott. Country Engineer.

By J. E. Monroe, Deputy.

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	30 /16 Cor		632.575°		308.86	308.80°	67 308.66°		

REPLAT OF BLOCKS 49,50,51,58,59AND60 DICKSON-DUNN ORCHARD TRACTS SPOKANE COUNTY, WASH. SCALE 1: 100' J.W. STRACK ENGR. IRACT A. Block 47. Block 48 18 19 20 22 65.89 66.15 OCHATHAM AVE.

Center of Sec. 10. Block 74 Block 73. -: DEDICATION:-Know All Men By These Presents, that Dickson & Dunn, Inc., a corporation, by S. A. Dickson, its President, and J. G. Dickson, its Secretary, have laid off and replation the land as shown on this map, being situated in the Southeast quarter (SIE.1/4) of the Southeast quarter (S.E. 1/4) of the Northwest quarter (N.W. 1/4) of Section ten (14) · lumpding twenty-six (26) North, Range forty-three (43) E. W. M., and being known as Blocks forty-nine (49), fifty (50), fifty-one (51), fifty-eight (58) fifty-nine (59) and Fixty (60), Dickson-Dunn Orchard Tracts, Spokene, County, Washington, and in the mander Thomas on this map, said plat to be now known as RFPLAT OF BLOCKS forty-nine (49), fifty (50), Tifty-one (51), Tifty-eight (58), fifty-nine (59), and sixty (60), DICKSON-DUCK CRCHARD THACTS, Spokane County, Washington, and do hereby dedicate to the public forever the streets and avenues as shown and indicated on this map. IN WITHERS WHERECF, the said Dickson & Dunn, Inc., have hereunto caused its name and comporate seal to be affixed this 24 h day of February A. D. 1912. DICKSON & DUNN, Inc., -: ACKNOWLFDGMENT:-28. COUNTY OF SPOKANE On this 24 day of February A. D. 1912, before me personally appeared S. H. Dickson, G. Dickson, To me Fresident and Secretary of Dickson & Dunn, Inc., the corporation that executed the within and foregoing instrument, and asknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were autorized to execute said instrument, and that the seal affixed is the corrorate rest of said corporation. Il 'I'EES TITTEOF, I have hereunto set my hand and Mixed my official seal the day in . Ir first above written. Washington, residing at Cpokane. -: SURVEYOR'S CERTIFICATE: I hereby certify that the REPLAT OF BLOCKS forty-nine (40), fifty (50), fifty-one (51), fifty-eight (58), fifty-nine (59), and sixty (60), TICKSON-WIN CRCHARD TRACTS, From the County, "nahington, is based upon an actual survey and subdivision of the Southeast quarter (S.E. 1/4) of the Southeast quarter (S. E. 1/4) of the Morthwest quarter (1.. W. 1/2) of Section ten (10), Township twenty-six (26) North, Pange forty-three (43) E. W. L., that the distances and courses and angles as shown thereon are correct; That the monuments have been set as indicated on this map, and the lot and block stakes set on the ground. Civil Engineer. I hereby: certify that the within

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