

FILED  
SUPREME COURT  
STATE OF WASHINGTON  
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BY SUSAN L. CARLSON  
CLERK

Nos. 99465-0  
99466-8

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IN THE SUPREME COURT OF THE STATE OF WASHINGTON

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TEN BRIDGES LLC,  
an Oregon limited liability company,

Petitioner,

v.

TERESIA GUANDAI and MADRONA LISA, LLC, a Washington  
limited liability company, et al.,

Respondents.

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PETITIONER'S ANSWER TO MEMORANDUM OF *AMICUS CURIAE*  
ANGELO CALFO IN SUPPORT OF REVIEW

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## I. INTRODUCTION

The amicus is right to recognize firms like Ten Bridges perform a socially useful service of alerting beneficiaries to the existence of unclaimed property, rather than permitting such property to escheat to the State. The amicus is also right to say the decisions of Division I endanger the ability of Ten Bridges, and others like it, to perform that valuable service despite conflicting rulings from both this Court and Division I.

The amicus has noted this Court has narrowly interpreted RCW 63.29.350 or its predecessor in two decisions, and that the Legislature is presumed to be aware of those decisions. Nothing in the 2010 amendments to the statute signifies an intent to regulate the transactions at issue here. The 2010 Legislature did not choose to broaden the regulatory scope of RCW 63.29.350 beyond property in government hands, as Division I has done. Division I's decision contravenes this Court's rulings in *Intl Tracers of America v. Hard*, 89 Wn.2d 140, 570 P.2d 131 (1977) and *Nelson v. McGoldrick*, 127 Wn.2d 124, 896 P.2d 1258 (1995), and review is therefore warranted under RAP 13.4(b)(1).

The amicus has also noted the participation of both amici curiae and the Attorney General at Division I only reinforces the fact that review is appropriate here. Their participation demonstrates that review is merited, and their participation shows these cases bear on an important issue of

public policy that this Court should definitely address. If Division I's opinion is upheld, the determination that RCW 63.29.350 applies in judicial foreclosure lawsuits like these will have widespread and unintended negative consequences throughout Washington. Given the prevalence of foreclosures in this state, and the importance of the issues presented in this case, the court's error raises issues of substantial public interest, and it warrants review under RAP 13.4(b)(4) and correction by this Court.

## II. ARGUMENT

### A. The Reality Is Firms Like Ten Bridges Perform a Socially Useful Service.

The amicus is right in recognizing that firms like Ten Bridges perform a socially useful service of alerting beneficiaries to the existence of unclaimed property, rather than permitting such property to escheat to the State. *Memorandum of Amicus at 1*; see also *Nelson*, 127 Wn.2d at 139, 896 P.2d 1158 (“in some cases heir hunters may provide the only means by which those entitled to unclaimed property might learn of their entitlement.”). As seen from the Washington State Department of Revenue's website, “[m]ore than \$1 billion in unclaimed property has been turned over to the Department of Revenue since 1955. In fiscal year 2013, the Department's Unclaimed Property Section received property worth more than \$138 million. The amount continues to grow each year.”

<https://tre.wa.gov/portfolio-item/unclaimed-property-where-to-go/> (last visited April 27, 2021). The amicus is also right to say the decisions of Division I endanger the ability of Ten Bridges, and others like it, to perform that valuable service despite conflicting rulings from both this Court and Division I. Even Ms. Guandai acknowledged at one point how Ten Bridges helped her during a difficult time; Ms. Guandai previously testified the \$15,000 she received from Ten Bridges allowed her to move into a new home, that she needed money immediately, and that as far as she was concerned, the surplus proceeds from the sale of her home belonged to Ten Bridges.

**B. The Amicus Is Right To Say Division I Misconstrued RCW 63.29.350.**

The amicus is also right to say that after this Court upheld the constitutionality of the predecessor statute to RCW 63.29.350 in *Int'l Tracers of America v. Hard*, 89 Wn.2d 140, 570 P.2d 131 (1977), *appeal dismissed*, 435 U.S. 1004 (1978), the Legislature's enactment of the Uniform Unclaimed Property Act did not prohibit the type of transactions at issue here. Importantly, the quit claim deeds Ms. Asano and Ms. Guandai executed in favor of Ten Bridges were assignments of their interests in property, the existence and location of which Ten Bridges disclosed up front, in writing, and free of charge — not contracts in which Ten Bridges

charged these individuals a finder's fee to locate or purport to locate property in violation of RCW 63.29.350.

Ten Bridges has examined dozens of cases from across the country that concern surplus proceeds, abandoned property, and the Uniform Unclaimed Property Act (the "UUPA"), and Ten Bridges is aware of only one (1) case in the country other than the two cases at hand in which the question of whether a quit claim deed regarding surplus proceeds from realty sold at a sheriff's sale provided for an unlawful finder's fee under the UUPA. In that case, which is factually similar to the *Asano* and *Guandai* cases and is entitled *Wells Fargo Bank, N.A. v. Walker*, 2019 N.J. Super. Unpub. LEXIS 1762, 2019 WL 3761655 (N.J. App. Ct. 2019), the trial court upheld the quitclaim transaction and denied the mortgagor/debtor's motion for reconsideration because "the Unclaimed Property Act did not apply because the quitclaim deed was not an agreement 'to locate, deliver, recover, or assist in the recovery' of property so as to bring it within the Act." *Id.* This ruling as to the inapplicability of the Act was not disturbed on appeal, despite the fact that the assignee/investor that paid for and accepted the quitclaim deed paid the mortgagor/assignor \$10,000 for an assignment of \$102,901.73 in surplus proceeds, which equates to a purchase price of some 9.7% of the value of the surplus funds. In *Guandai*, the \$15,000 that Ten Bridges paid to Ms. Guandai was approximately 17% of



the value of the surplus funds, which is noticeably higher than the sum that was paid to the mortgagor/assignor in *Walker*. As for the contracts at issue in *Asano*, in *Nelson* 127 Wn.2d 124, 896 P.2d 1258, this Court did not hold an heir hunter's contract that provided for a contingency fee in the amount of 50% of the value of the property — which is the same percentage of recovery that Ten Bridges and Ms. Asano agreed to if Ten Bridges was able to obtain all of the surplus proceeds — was illegal under RCW 63.29.350 or under any other law.

The amicus has also pointed to the recent Division I case entitled *JP Morgan Chase Bank, NA v. Madrona Lisa, LLC*, \_\_\_ Wn. App. 2d \_\_\_, 481 P.3d 1114 (2021), which allowed Respondent Madrona Lisa, LLC, a firm that performed services similar to those of Ten Bridges, to redeem certain real property after a sheriff's sale. That is *exactly* what Ten Bridges has tried repeatedly to do in the *Asano* case. *JP Morgan* is relevant, and it supports Ten Bridges's Petitions for Review. As seen from the Petition for Review that Ten Bridges filed in the *Asano* case, one of the issues presented for review is whether a deed that contains all of the statutory requirements for a conveyance is illegal and void simply because a prior deed between the parties was held to be illegal and void. *JP Morgan* shows just how important and prevalent the issues that are presented in the Petitions for Review are, as there are many firms like Madrona Lisa and Ten Bridges that

conduct substantial business with Washingtonians regarding their redemption rights all throughout this state. The cases at hand present issues of substantial importance that undeniably concern the public interest.

The amicus is also right to say the surplus proceeds from the sheriff's sales in *Asano* and *Guandai* are not being held by a "county." Ten Bridges has previously explained exactly why this is in fact the case, and the amicus is in fact correct in stating the legislative history behind the statutory amendments reflects RCW 63.29.350 was amended solely because of concerns about the potential abuse of excessive finder's fees that stem from contracts to locate proceeds from property tax foreclosure sales, which proceeds are by statute specifically earmarked for the taxpayer of record at the time of the tax foreclosure sale. Importantly, the *Guandai* and *Asano* cases do not arise from property tax foreclosure sales, which sales are markedly different from the judicially supervised sales that occurred in these cases. In sum, the amicus is correct in that the statutory amendments to RCW 63.29.350 do not reflect the Legislature intended to address the types of transactions at issue here.

As for the question of whether surplus proceeds from sheriff's sales are "funds held by a county" under RCW 63.29.350(1), this issue was briefed by the parties and the amici that filed briefs in Division I, and Division I decided this issue in a published opinion. Ten Bridges has

previously explained that its interpretation of the meaning of the word “county” in RCW 63.29.350 is supported by numerous Washington statutes that apply to funds held in “court” as opposed to funds held by a “county.” Further, it is the sole province of the court to decide to whom these surplus funds are to be made payable, whereas in cases involving proceeds from tax foreclosure sales, the county, by statute, must tender the proceeds to the taxpayer of record and the court is not at all involved. Had the Legislature intended for RCW 63.29.350 to apply to surplus proceeds that arise from foreclosure sales of the kind at issue in these two cases, it would have crafted this statute to apply to funds held by a “court” as opposed to funds held by a “county.” Given that RAP 13.7(b) provides that the Court may determine the scope of review in the event review is granted, the Court can review this issue if it decides to do so.

The amicus is also right to recognize the *Asano* and *Guandai* transactions are not governed by RCW 63.29.350 because the surplus proceeds at issue in those cases are not surplus proceeds from “other liens” within the meaning of the statute. That is because the county holds proceeds from tax foreclosures, sewer liens, and the like (which foreclosures are only initiated by the government), while the courts hold proceeds from foreclosures that arise from non-governmental liens like the liens at issue in these two cases.

If the Court grants review to address the scope of the property that is governed by RCW 63.29.350, the Court may then look to the legislative history of the statute and the circumstances surrounding its enactment to determine legislative intent. Certain legislative history and materials of interest support the amicus's interpretation of the statute, such as House Bill Report 2428 of the amendments to RCW 63.29.350. In addition, the testimony that the Washington State Association of County Treasurers and the Office of the Attorney General of Washington gave to the House Local Government and Housing Committee in support of HB 2428 on January 25, 2010 (which testimony is viewable online) also reflects the proposed statutory amendments arose from a concern about surplus proceeds from tax foreclosure sales when the county forecloses on property, presumably because these proceeds are only supposed to go to the taxpayer of record at the time of sale. <https://www.tvw.org/watch/?eventID=2010011123> (last visited April 26, 2021).

Lastly, a copy of the Notice of Removal and all of the attachments thereto that was filed in the *Taie v. Ten Bridges* putative class action is attached as an appendix to this Answer. As seen from this appendix, the complaint that was filed in the *Taie* case was filed against both Ten Bridges and its sole member, Demian Heald, is entitled "Class Action Complaint for Damages and Injunctive and Declaratory Relief," and is based on the idea

that Ten Bridges and Mr. Heald violated RCW 63.29.350 and in turn the Washington Consumer Protection Act in dozens of cases involving Washington citizens. *See Appendix.* The filing of this complaint against both Ten Bridges and Mr. Heald, coupled with the involvement of the amici and Attorney General of Washington in this case, underscore both the importance of this case and the strength of the arguments in support of review that the amicus has made in his Amicus Curiae Memorandum. The amicus is right in that review should be granted, and the Court's review of Division I's published opinion could go a long way toward resolving the *Taie* putative class action.

### III. CONCLUSION

The decision of Division I is in conflict with decisions of this Court, and the court's error raises issues of substantial public interest that warrant review and correction by this Court. Accordingly, Ten Bridges respectfully asks that the Petitions for Review be granted.

RESPECTFULLY SUBMITTED this 27<sup>th</sup> day of April, 2021.

EISENHOWER CARLSON PLLC

By: *Alexander S. Kleinberg*  
Alexander S. Kleinberg, WSBA # 34449  
Attorneys for Petitioner Ten Bridges LLC

CERTIFICATE OF SERVICE

On the 27th day of April, 2021, I sent out for service upon the below-listed parties at the addresses and in the manner described below a true and correct copy of the foregoing document, to be delivered to said parties as follows:

<b>Guy Beckett</b> <a href="mailto:gbeckett@beckettlaw.com">gbeckett@beckettlaw.com</a>	<input type="checkbox"/>	U.S. Mail, postage prepaid
	<input type="checkbox"/>	Via Messenger Service
	<input type="checkbox"/>	FedEx Overnight
	<input checked="" type="checkbox"/>	Electronically via E-Service
<b>Chelsea Hicks</b> <a href="mailto:chelseah@nwjustice.org">chelseah@nwjustice.org</a> <b>Scott Crain</b> <a href="mailto:scottc@nwjustice.org">scottc@nwjustice.org</a> <b>Benjamin Roesch</b> <a href="mailto:Benjamin.roesch@jmblawyers.com">Benjamin.roesch@jmblawyers.com</a> <b>Amanda Martin</b> <a href="mailto:amanda@nwclc.org">amanda@nwclc.org</a>	<input type="checkbox"/>	U.S. Mail, postage prepaid
	<input type="checkbox"/>	Via Messenger Service
	<input type="checkbox"/>	FedEx Overnight
	<input checked="" type="checkbox"/>	Electronically via E-Service
<b>Heidi C. Anderson</b> <a href="mailto:heidi.anderson@atg.wa.gov">heidi.anderson@atg.wa.gov</a>	<input type="checkbox"/>	U.S. Mail, postage prepaid
	<input type="checkbox"/>	Via Messenger Service
	<input type="checkbox"/>	FedEx Overnight
	<input checked="" type="checkbox"/>	Electronically via E-Service

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

DATED this 27th of April, 2021, at Tacoma, Washington.

/s/ Jennifer Fernando  
Jennifer Fernando, Legal Assistant

# **APPENDIX 1**

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IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

MARY TAIE, an individual; et al.,  
  
Plaintiffs,

vs.

TEN BRIDGES LLC, an Oregon Limited  
Liability Company; et al., et ux.,  
  
Defendants.

Case No.

**DEFENDANTS' NOTICE OF  
REMOVAL**

(King County Superior Court,  
No. 21-2-04166-0)

PLEASE TAKE NOTICE that Defendants Ten Bridges, LLC, Demian Heald, and the marital community of Demian Heald and Jane Doe Heald hereby file this notice of removal pursuant to 28 U.S.C. §§ 1332(a), 1441, and 1446 in order to effect the removal of the above-captioned action, *Mary Taie, et. al., v. Ten Bridges, LLC, et. al.*, Case No. 21-2-04166-0, from the Superior Court of the State of Washington in and for King County, to the United States District Court for the Western District of Washington. Defendants are entitled to remove this action under 28 U.S.C. § 1332 because complete diversity of citizenship exists and the amount in controversy

DEFENDANTS' NOTICE OF REMOVAL  
(Case No. \_\_\_\_\_) - 1

LAW OFFICES  
**CALFO EAKES LLP**  
1301 SECOND AVENUE, SUITE 2800  
SEATTLE, WASHINGTON 98101-3808  
TEL (206) 407-2200 FAX (206) 407-2224



1 exceeds \$75,000. *See* 28 U.S.C. § 1446(a) (requiring a “short and plain statement of the grounds  
2 for removal”).

3 **I. PLEADINGS, PROCESS, AND ORDERS**

4 1. On March 30, 2020, Plaintiffs commenced an action entitled *Mary Taie, et. al., v.*  
5 *Ten Bridges, LLC, et. al.*, Case No. 21-2-04166-0, in the Superior Court of the State of Washington  
6 in and for King County. True and correct copies of the original Summons and Complaint, which  
7 Plaintiffs served upon Defendant Ten Bridges, LLC, on March 31, 2021, are attached hereto as  
8 **Attachment 1**. Pursuant to 28 U.S.C. § 1446(a), this constitutes the process and pleadings served  
9 on Defendants.

10 2. The Complaint, which is separately attached on its own as **Attachment 2** pursuant  
11 to Local Rule 101(b)(1), specifically alleges that Plaintiffs were damaged in an amount of at least  
12 \$120,000. ¶ 6.7. Defendants are unaware of any separate jury demand.

13 3. Pursuant to Local Rule 101(b)(2), **Attachment 3** is a certificate of service which  
14 lists all counsel who have appeared in the action with their contact information, including email  
15 address.

16 4. Pursuant to Local Rule 101(c), copies of all additional records and proceedings in  
17 the state court are attached as exhibits to the Verification of State Court Records, which is filed  
18 concurrently with this Notice of Removal.

19 **II. BASIS FOR REMOVAL**

20 5. Removal is proper under 28 U.S.C. § 1332 because: (1) Plaintiffs’ claims put more  
21 than \$75,000.00 in controversy, exclusive of interests and costs; and (2) Plaintiffs and the  
22 Defendants are diverse.

23 6. The United States District Court for the Western District of Washington is the  
24 federal judicial district embracing the superior courts of King County, where Plaintiffs filed the  
25 State Action. 28 U.S.C. § 128(b). Thus, removal is proper to this Court.

1           **A.     The Amount-in-Controversy Requirement Is Satisfied.**

2           7.     Pursuant to 28 U.S.C. § 1446(c)(2)(B), removal is proper if the amount in  
3 controversy exceeds \$75,000.00, exclusive of interests and costs.

4           8.     In the Complaint, Plaintiffs state that “Plaintiffs have suffered actual damages  
5 exceeding \$120,000, for which damages Plaintiffs are entitled to recover money judgment against  
6 Ten Bridges, Demian Heald, and the marital community comprised of Demian Heald and Doe  
7 Heald.” ¶ 6.7.

8           9.     When a plaintiff alleges damages in excess of \$75,000, the amount-in-controversy  
9 requirement is plainly met. 28 U.S.C. § 1446(c)(2) (“the sum demanded in good faith in the initial  
10 pleading shall be deemed to be the amount in controversy.”).

11           **B.     There is Diversity of Citizenship Between All Plaintiffs and All Defendants**

12           10.    This case satisfies the complete diversity requirement. A person’s state of domicile  
13 determines his or her state citizenship. *See, e.g., Kanter v. Warner-Lambert Co.*, 265 F.3d 853,  
14 857–58 (9th Cir. 2001). A limited liability company is a citizen of every state of which its members  
15 are citizens. *See, e.g., Johnson v. Columbia Properties Anchorage, LP*, 437 F.3d 894, 899 (9th  
16 Cir. 2006).

17           11.    Plaintiffs Mary Taie, Moyra Coop, William Groves allege that they are residents  
18 of, respectively, Snohomish, Kitsap, and King Counties in Washington State. Compl. at ¶¶ 2.1,  
19 2.2, and 2.3. Accordingly, upon information and belief, Plaintiffs are all domiciled in and therefore  
20 citizens of the State of Washington.

21           12.    Defendant Demian Heald is, and was at the time Plaintiffs commenced this action,  
22 a resident of Oregon, where he is and has been domiciled since 1997 and intends to remain  
23 domiciled. He is therefore a citizen of the State of Oregon.

24           13.    Defendant Ten Bridges, LLC is, and was at the time Plaintiffs commenced this  
25 action, a limited liability company organized under the laws of State of Oregon with its principal

1 place of business in Oregon. Defendant Demian Heald is the sole member of Ten Bridges, LLC.  
2 Defendant Ten Bridges, LLC is therefore a citizen of the State of Oregon.

3 14. Defendant Demian Heald's spouse is, and was at the time Plaintiffs commenced  
4 this action, a resident of Oregon, where she is and has been domiciled since 1997 and intends to  
5 remain domiciled. She is therefore a citizen of the State of Oregon.

6 15. Defendants are not citizens of the same state as any of the Plaintiffs. Thus, the  
7 parties are completely diverse. *See, e.g., Caterpillar Inc. v. Lewis*, 519 U.S. 61, 68 (1996)  
8 (diversity exists under § 1332(a), when the citizenship of each plaintiff is diverse from the  
9 citizenship of each defendant.)

10 **III. TIMELINESS OF REMOVAL**

11 16. This Notice of Removal is being timely filed within 30 days of March 31, 2021, the  
12 date on which the Summons and Complaint were served on Ten Bridges, LLC.

13 **IV. SERVICE ON PLAINTIFF AND STATE COURT**

14 17. Pursuant to 28 U.S.C. § 1446(d), Defendants will serve this Notice of Removal  
15 upon Plaintiffs and promptly file the same in the state court action.

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18. Therefore, Defendants respectfully give notice that the state court action, now pending in the Superior Court of the State of Washington in and for King County, No. 21-2-04166-0, is hereby removed to this Court.

Dated: April 19, 2021

CALFO EAKES LLP

By: /s/ Angelo J. Calfo  
Angelo Calfo, WSBA #27079

By: /s/ Tyler Weaver  
Tyler Weaver, WSBA #29413

By: /s/ Andrew DeCarlow  
Andrew DeCarlow, WSBA #54471

1301 Second Ave, Suite 2800  
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Tel: (206) 407-2210 / Fax: (206) 407-2224

Email: [angeloc@calfoeakes.com](mailto:angeloc@calfoeakes.com)  
[tylerw@calfoeakes.com](mailto:tylerw@calfoeakes.com)  
[andrewd@calfoeakes.com](mailto:andrewd@calfoeakes.com)

*Attorneys for Defendants*

**CERTIFICATE OF SERVICE**

I, Susie Johnson, declare that I am employed by the law firm of Calfo Eakes LLP, a citizen of the United States of America, a resident of the State of Washington, over the age of eighteen (18) years, not a party to the above-entitled action, and competent to be a witness herein.

On April 19, 2021, I caused a true and correct copy of the foregoing document to be served on counsel listed below in the manner indicated:

Guy W. Beckett, WSBA #14939  
BERRY & BECKETT, PLLP  
1708 Bellevue Avenue  
Seattle, WAW 98122  
T: 206.441.5444  
F: 206.838.6346  
Email: [gbeckett@beckettlaw.com](mailto:gbeckett@beckettlaw.com)

- Via legal messengers
- Via first class mail
- Via facsimile
- Via email
- Via E-Service

C. Chip Goss  
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3614A California Avenue SW,  
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- Via legal messengers
- Via first class mail
- Via facsimile
- Via email
- Via E-Service

*s/ Susie Johnson*

Susie Johnson  
Law Firm Administrator

# **ATTACHMENT 1**

# SERVICE



67541608

MAIL TO

SERVE BY 03/23/2022

**Trenton Bellesen**  
 5001 20th St E  
 Fife, WA 98424

SERVICE TO

**TEN BRIDGES LLC c/o DARREN  
 KRATTLI**  
 909 A ST SUITE 600  
 TACOMA, WA 98402



## DOCUMENTS

SUMMONS; COMPLAINT; ORDER SETTING CASE SCHEDULE

Jennifer Fernando,  
Legal Assistant to Darren Krattli

CUSTOMER **Goss Law, PLLC**  
 REF **Ten Bridges**  
 COURT **WA Superior of King Co**  
 CASE# **21 2 04166 0**  
 TITLE **MARY TAIE, an individual, MOYRA COOP, an Ind... vs. TEN BRIDGES,  
 LLC, an Oregon Limited Liabilit...**

**Need help?**  
 206-521-2967  
 abclegal.com



03/31/2021

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

MARY TAIE, an individual; MOYRA COOP,  
an individual; and WILLIAM GROVES, an  
individual, on behalf of themselves and as  
representatives of similarly situated persons,

NO. 21 2 04166 0

SUMMONS (20-day)

Plaintiffs,

v.

TEN BRIDGES LLC, an Oregon Limited  
Liability Company; DEMIAN HEALD, an  
individual; and the marital community  
comprised of DEMIAN HEALD and DOE  
HEALD,

Defendants.

TO DEFENDANT TEN BRIDGES, LLC:

A lawsuit has been started against you in the above-entitled Court by Plaintiffs Mary Taie, Moyra Coop, and William Groves. The Plaintiffs' claims are stated in the written Complaint, a copy of which is served on you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within 20 days after the service of this Summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where the



1 Plaintiffs are entitled to what they ask for because you have not responded. If you serve a  
2 notice of appearance on the undersigned person, you are entitled to notice before a default  
3 judgment may be entered.

4 You may demand that the Plaintiffs file this lawsuit with the Court. If you do so, the  
5 demand must be in writing and must be served upon the person signing this Summons.

6 Within 14 days after you serve the demand, the Plaintiffs must file this lawsuit with the  
7 Court, or the service on you of this Summons and Complaint will be void.  
8

9 If you wish to seek the advice of an attorney in this matter, you should do so promptly  
10 so that your written response, if any, may be served on time.

11 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the  
12 State of Washington.

13 DATED: March 30, 2021.

14 ***Attorneys for Plaintiffs:***

15 BERRY & BECKETT, PLLP

GOSS LAW PLLC

16 /s/ Guy Beckett  
17 Guy W. Beckett WSBA #14939  
18 1708 Bellevue Avenue  
19 Seattle, WA 98122  
20 Telephone: (206) 441-5444  
21 Facsimile: (206) 838-6346  
22 E-mail: [gbeckett@beckettllaw.com](mailto:gbeckett@beckettllaw.com)

/s/ C. Chip Goss  
C. Chip Goss WSBA #22112  
3614A California Ave. SW \$246  
Seattle, WA 98116  
206.420.1196  
[Chip@ChipGossLaw.com](mailto:Chip@ChipGossLaw.com)

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

MARY TAIE, an individual; MOYRA COOP,  
an individual; and WILLIAM GROVES, an  
individual, on behalf of themselves and as  
representatives of similarly situated persons,

Plaintiffs,

v.

TEN BRIDGES LLC, an Oregon Limited  
Liability Company; DEMIAN HEALD, an  
individual; and the marital community  
comprised of DEMIAN HEALD and DOE  
HEALD,

Defendants.

NO. 21 2 04166 0

CLASS ACTION COMPLAINT FOR  
DAMAGES AND INJUNCTIVE AND  
DECLARATORY RELIEF

Plaintiffs MARY TAIE, MOYRA COOP and WILLIAM GROVES (collectively  
“Plaintiffs”), individually and as class representatives for a class of similarly situated  
persons, bring this action against TEN BRIDGES, LLC (“Ten Bridges”), DEMIAN HEALD,  
and the marital community comprised of DEMIAN HEALD and DOE HEALD (the “Heald  
marital community”), for violations of the Washington Consumer Protection Act (“WCPA”)  
and common law, actual damages, statutory penalties, and declaratory and injunctive relief,  
as alleged herein.

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**I. INTRODUCTION**

1.1. Ten Bridges is a predatory business engaged in a widespread and unlawful scheme that strips the equity from persons whose real property is judicially foreclosed pursuant to the provisions of RCW Chapters 61.12 and 6.21. Ten Bridges locates foreclosure sale surplus proceeds on deposit with the Clerks' registries in Washington State Superior Courts and solicits and obtains assignments of the right to obtain such surplus proceeds from the persons who are entitled to receive them. Ten Bridges pays these persons a harshly small percentage of the value of the surplus proceeds for the assignments, then obtains the entirety of the surplus proceeds on deposit with the Clerks, reaping significant windfalls and unfair profits.

1.2. The Washington State Legislature recognized that judicial mortgage foreclosures exposed victims of foreclosure to further victimization by unscrupulous individuals and companies like Ten Bridges, that charge consumers unconscionable fees for identifying and obtaining surplus proceeds from judicial foreclosure sales that should be paid to the former property owners. To protect consumers from such victimization, the Legislature enacted RCW 63.29.350, a consumer protection law that limits the fees that can be charged by equity-skimming businesses like Ten Bridges and which provides remedies under the WCPA.

1.3. Plaintiffs bring this action for actual damages, statutory penalties, and declaratory and injunctive relief on behalf of themselves and as class representatives for a class of similarly situated persons who entered into contracts with Ten Bridges for the assignment of surplus proceeds that they and the Class had the right to receive, and that violate and violated RCW 63.29.350 and the WCPA, and which were and are illegal and

1 invalid.

2 **II. VENUE, JURISDICTION AND PARTIES**

3 2.1. Plaintiff Mary Taie is a resident of Snohomish County, Washington, and with  
4 Plaintiffs Coop and Groves, formerly held an ownership interest in real property located in  
5 King County, Washington, and owned the right to receive surplus proceeds from the judicial  
6 foreclosure sale of that property.

7  
8 2.2. Plaintiff Moyra Coop is a resident of Kitsap County, Washington, and with  
9 Plaintiffs Taie and Groves, formerly held an ownership interest in real property located in  
10 King County, Washington, and owned the right to receive surplus proceeds from the judicial  
11 foreclosure sale of that property.

12 2.3. Plaintiff William Groves is a resident of King County, Washington, and with  
13 Plaintiffs Taie and Coop, formerly held an ownership interest in real property located in King  
14 County, Washington, and owned the right to receive surplus proceeds from the judicial  
15 foreclosure sale of that property.

16  
17 2.4. Defendant Ten Bridges is an Oregon limited liability company doing business  
18 with continuous and systematic contacts in King County, Washington, and is registered as a  
19 Foreign Limited Liability Company with the Washington Secretary of State. Some or all of  
20 acts alleged herein took place and were committed in King County, Washington.

21 2.5. Defendant Demian Heald is an individual and Manager of Ten Bridges, and  
22 upon information, is believed to be the sole owner and member of Ten Bridges. On  
23 information and belief, Defendant Demian Heald is married to Doe Heald, and Demian  
24 Heald and Doe Heald comprise a marital community. All acts of Ten Bridges alleged herein  
25 were performed by Demian Heald or by representatives of Ten Bridges under Demian  
26

1 Heald's direction. All acts of Demian Heald were taken on account of and for the benefit of  
2 Ten Bridges, himself, and the Heald marital community. Upon information and belief,  
3 Demian Heald did and does business in King County, Washington.

4 2.6. This court has jurisdiction over the parties and subject matter of this lawsuit.

5 2.7. Venue and personal jurisdiction are proper in this Court because Ten Bridges  
6 and Demian Heald conduct extensive business in King County, Washington; because the  
7 unfair, deceptive, and unconscionable acts of Ten Bridges and Demian Heald were conducted  
8 and occurred in King County, Washington; and because the real property that was judicially  
9 foreclosed and the surplus proceeds that were assigned to Ten Bridges in violation of RCW  
10 63.29.350 and the WCPA were located in King County, Washington.  
11

12 **III. FACTS**

13 3.1. Plaintiffs are the children of Clifford Groves, who died intestate on February  
14 23, 2010. At the time of Clifford Groves' death, he was the owner of real property in King  
15 County, Washington, located at 1639 N. 180th Street, Shoreline, Washington 98133 (the  
16 "home").  
17

18 3.2. Plaintiffs were the sole heirs of Clifford Groves' estate, and following his  
19 death, became the owners of the home.

20 3.3. The home was encumbered by a Deed of Trust that secured a loan, the  
21 beneficiary's interest for which was held by Bank of America, N.A. ("Bank of America"). In  
22 2014, Bank of America commenced a judicial foreclosure action in King County Superior  
23 Court against, *inter alia*, the Estate of Clifford Groves and the Plaintiffs (the "lawsuit"). In  
24 the lawsuit, Bank of America sought to obtain a judgment *in rem* against the home, and a  
25 Decree of Foreclosure directing the King County Sheriff to sell the home at a foreclosure  
26

1 sale, with the proceeds of the sale to be applied to Bank of America's debt secured by the  
2 Deed of Trust.

3 3.4. A Judgment *in rem* and Decree of Foreclosure were entered in the lawsuit.  
4 The Decree of Foreclosure directed the King County Sheriff to sell the home at a Sheriff's  
5 Sale, and to deliver the proceeds from the Sheriff's Sale to the King County Superior Court  
6 Clerk, to be held in the Court Registry pending further orders.

7  
8 3.5. On March 16, 2018, the King County Sheriff sold the home at a Sheriff's Sale  
9 for the sum of \$511,500, and delivered the Sale proceeds to the King County Superior Court  
10 Clerk to be held in the Court Registry, as provided by law. Following entry of an Order  
11 directing the Clerk of the Court to disburse to Bank of America that portion of the Sale  
12 proceeds that would pay in full the debt secured by the Deed of Trust on the home, there  
13 remained \$135,224.51 in proceeds on deposit with the Clerk of the Court in the Court  
14 Registry (the "surplus proceeds").  
15

16 3.6. Under RCW 61.12.150, the Plaintiffs had the absolute right to receive the  
17 surplus proceeds.

18 3.7. Ten Bridges monitored proceedings in the lawsuit, learned the amount of the  
19 surplus proceeds on deposit in the Clerk's Registry, and located the Plaintiffs. After the  
20 Sheriff's Sale occurred, Ten Bridges communicated with the Plaintiffs and offered to pay  
21 them for their interests in the home and surplus proceeds. Ultimately, Plaintiffs agreed to  
22 assign to Ten Bridges, by execution of Quit Claim Deeds dated April 10, 2018, and recorded  
23 with the King County Recorder on April 11, 2018, any rights they had in the home and to  
24 obtain the surplus proceeds, in exchange for the aggregate sum of \$15,000—less than twelve  
25 percent (12%) of the surplus proceeds.  
26



1           3.8. Ten Bridges filed a motion in the lawsuit requesting entry of an order  
2 directing the Clerk of the King County Superior Court to disburse to it the surplus proceeds,  
3 and on June 20, 2018, the King County Superior Court entered an order in the lawsuit  
4 directing the Clerk of the Superior Court to disburse to Ten Bridges the entirety of the  
5 surplus proceeds. Following the entry of that order, the Clerk of the King County Superior  
6 Court disbursed to Ten Bridges the entirety of the surplus proceeds. In other words, Ten  
7 Bridges received a fee or compensation for locating the surplus proceeds and identifying the  
8 persons who were entitled to receive the surplus proceeds, of over 88% of the value of the  
9 surplus proceeds.  
10

11           3.9. RCW 63.29.350(1) limits the fee or compensation a person may seek to  
12 recover and/or recover from a person for locating or purporting to locate funds held by a  
13 county that are proceeds from a foreclosure of a lien to 5% of the value of such funds. Ten  
14 Bridges' agreement with the Plaintiffs to pay them \$15,000 in exchange for the assignment  
15 of their right to receive the surplus proceeds violated RCW 63.29.350(1) and was therefore  
16 illegal, invalid, and unenforceable. The assignments Ten Bridges obtained from Plaintiffs  
17 violated RCW 63.29.350(1) because Ten Bridges received a fee or compensation for locating  
18 the funds on deposit in the King County Superior Court Registry that belonged to the  
19 Plaintiffs of over 88% of the value of the surplus proceeds, far in excess of the 5% cap on  
20 such fees or compensation.  
21  
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23           3.10. On information and belief, in the four-year period immediately preceding the  
24 filing of this action, Ten Bridges has entered into well in excess of fifty agreements with  
25 persons in the State of Washington like the Plaintiffs whose real property had been judicially  
26 foreclosed and who were entitled to recover surplus proceeds from the sheriff's sales for such

1 property, and Ten Bridges has obtained surplus proceeds from such judicial foreclosure sales  
2 exceeding 5% of the proceeds well in excess of fifty times.

3 3.11. For the assignments of Plaintiffs' rights to obtain the surplus proceeds, Ten  
4 Bridges paid to Plaintiffs and members of the Classes such a grossly small percentage of the  
5 foreclosure sale surplus proceeds in the Superior Court Registries that the assignments are  
6 objectively so overly one-sided and harsh as to be substantively unconscionable.  
7

8 3.12. As a direct and proximate result of Ten Bridges' and Demian Heald's actions  
9 above-described in Paragraphs 3.7 through 3.11, Plaintiffs and members of the Classes have  
10 suffered money damages in an amount to be proven at trial.

11 **IV. FIRST CLASS CAUSE OF ACTION**  
12 **Violation of the Washington Consumer Protection Act**

13 4.1. Plaintiffs re-allege the foregoing paragraphs of this Complaint as if fully set  
14 forth herein.

15 4.2. Under RCW 63.29.350(1), Ten Bridges was and is prohibited from seeking to  
16 recover a fee or compensation, and/or from receiving a fee or compensation, for locating  
17 foreclosure sale surplus proceeds and identifying the persons entitled to receive the surplus  
18 proceeds, in an amount exceeding 5% of the foreclosure sale surplus proceeds.  
19

20 4.3. Ten Bridges' agreements to obtain assignments from the Plaintiffs and  
21 members of the Class of surplus proceeds from lien foreclosure sales in exchange for the  
22 payment of money, or agreement to pay money, which was or is less than 95% of the value  
23 of the surplus proceeds violated and violates RCW 63.29.350(1).

24 4.4. Ten Bridges' agreements to obtain assignments from the Plaintiffs and  
25 members of the Class of surplus proceeds from lien foreclosure sales in exchange for the  
26



1 payment of money, or agreement to pay money, which was or is less than 95% of the value  
2 of the surplus proceeds occurred in trade or business, vitally affect the public interest, are not  
3 reasonable in relation to the development and preservation of business, are unfair or  
4 deceptive acts in trade or commerce, are an unfair method of competition, and violate the  
5 WCPA.

6 4.5. Ten Bridges' actions in communicating with the Plaintiffs and members of the  
7 Class, and in obtaining the assignments of the Plaintiffs' and Class members' right to receive  
8 surplus proceeds, were and are capable of deceiving a substantial portion of the public.

9 4.6. Pursuant to RCW 63.29.350(2), Ten Bridges' violations of RCW 63.29.350(1)  
10 constitute per se unfair or deceptive acts in trade or commerce and unfair methods of  
11 competition for purposes of applying the WCPA.

12 4.7. As a direct and proximate result of Ten Bridges' unfair and deceptive  
13 agreements to obtain assignments from the Plaintiffs and members of the Class of surplus  
14 proceeds from lien foreclosure sales in exchange for the payment or agreement to pay a sum  
15 of money which was or is less than 95% of the value of the surplus proceeds in violation of  
16 the WCPA, Plaintiffs and each member of the Class have suffered actual damages which  
17 they would not have suffered but for Ten Bridges' unlawful and invalid actions described  
18 herein in Paragraphs 3.7 through 3.10.

19 4.8. Demian Heald personally directed, participated in, and approved Ten Bridges'  
20 conduct when it communicated with the Plaintiffs and members of the Class to obtain  
21 assignments of surplus proceeds from lien foreclosure sales in exchange for the payment or  
22 agreement to pay a sum of money which was or is less than 95% of the value of the surplus  
23 proceeds, when it entered into such agreements, and when it obtained from Superior Court  
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1 Clerks the surplus proceeds that were the subject of the assignment agreements. Accordingly,  
2 Demian Heald violated the WCPA for the same reasons Ten Bridges violated the WCPA,  
3 and he and his marital community are liable to Plaintiffs and the Class members for the same  
4 damages suffered by them as a proximate result of Ten Bridges' conduct alleged herein in  
5 Paragraphs 3.7 through 3.11.

6 4.9. Plaintiffs and each member of the Class are entitled to recover and should  
7 recover against Ten Bridges, Demian Heald, and the marital community comprised of  
8 Demian Heald and Doe Heald, actual damages, statutory penalties and reasonable attorney's  
9 fees and costs. Because the assignment agreements entered into between Ten Bridges and the  
10 Plaintiffs, and between Ten Bridges and the members of the Class, were and are invalid,  
11 illegal, and unlawful, Plaintiffs and each member of the Class are entitled to recover as  
12 damages from Ten Bridges, Demian Heald, and the marital community comprised of Demian  
13 Heald and Doe Heald, 100% of the surplus proceeds that were or are on deposit with  
14 Superior Court Clerks that the Plaintiffs and Class members were entitled to receive but that  
15 Ten Bridges received; prejudgment interest on those amounts from the date of their  
16 disbursement to Ten Bridges; and treble damages pursuant to RCW 19.86.090. The principal  
17 amount the Plaintiffs are entitled to recover from Ten Bridges, Demian Heald, and the  
18 marital community comprised of Demian Heald and Doe Heald, before any amounts awarded  
19 for prejudgment interest, treble damages, and/or reasonable attorney's fees, is in the  
20 aggregate \$135,224.51.  
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23

24 **V. SECOND CLASS CAUSE OF ACTION:**  
25 **Injunctive Relief**

26 5.1. Plaintiffs reallege the foregoing paragraphs of this Complaint as if fully set

1 forth herein.

2 5.2. RCW 19.86.090 authorizes the Court to enjoin conduct that violates the  
3 WCPA. The Court should enter an injunction permanently prohibiting the Defendants from  
4 communicating with persons entitled to obtain surplus proceeds from lien foreclosure sales  
5 on deposit with Superior Court Clerks for the purpose of attempting to obtain assignments of  
6 the surplus proceeds for less than 95% of the value of the surplus proceeds, and from  
7 entering into such assignments.  
8

9 **VI. PLAINTIFFS' FIRST INDIVIDUAL CAUSE OF ACTION:**  
10 **Substantive Unconscionability**

11 6.1. Plaintiffs re-allege the foregoing paragraphs of this Complaint as if fully set  
12 forth herein.

13 6.2. For assignments of Plaintiffs' rights to obtain the foreclosure sale surplus  
14 proceeds on deposit with the King County Superior Court Clerk in the court registry, Ten  
15 Bridges paid each of the Plaintiffs \$5,000, for an aggregate of \$15,000.

16 6.3. Defendant Ten Bridges then used the assignments from Plaintiffs to obtain all  
17 the foreclosure sale surplus proceeds totaling \$135,224.51.

18 6.4. The assignments Ten Bridges obtained from Plaintiffs resulted in Ten  
19 Bridges' receipt of Plaintiffs' foreclosure sale surplus proceeds in an amount over nine (9)  
20 times the amount it paid to Plaintiffs. These assignment agreements were and are objectively  
21 so one-sided, monstrously harsh and exceedingly calloused that it shocks the conscience.  
22

23 6.5. The unconscionable terms of the assignments that Ten Bridges obtained from  
24 Plaintiffs for the foreclosure sale surplus proceeds so pervade the substance and purpose of  
25 the agreements as to render them void and unenforceable, and entitles Plaintiffs to recover  
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1 from the Defendants the amounts Ten Bridges received from the Superior Court Clerks.

2 6.6. The actions of Ten Bridges in obtaining the assignments from the Plaintiffs  
3 was directed and approved by Demian Heald, and on information and belief, Demian Heald  
4 participated in Ten Bridges' actions in obtaining the Plaintiffs' assignments.

5 6.7. As a direct and proximate result of the unconscionable and void assignments  
6 obtained by Ten Bridges, Plaintiffs, Plaintiffs have suffered actual damages exceeding  
7 \$120,000, for which damages Plaintiffs are entitled to recover money judgment against Ten  
8 Bridges, Demian Heald, and the marital community comprised of Demian Heald and Doe  
9 Heald.

11 **VII. PLAINTIFFS' SECOND INDIVIDUAL CAUSE OF ACTION:**  
12 **Unjust Enrichment**

13 7.1. Plaintiffs reallege the foregoing paragraphs of this Complaint as if fully set  
14 forth herein.

15 7.2. By receiving the surplus proceeds that the Plaintiffs were entitled to receive,  
16 Ten Bridges was unjustly enriched, and the Plaintiffs are entitled to recover money judgment  
17 against Ten Bridges for such unjust enrichment, in an amount to be proven at trial.

18 **VIII. CLASS ALLEGATIONS**

19 8.1. Plaintiffs reallege the foregoing paragraphs of this Complaint as if fully set  
20 forth herein.

21 8.2. Pursuant to Civil Rule 23(a), (b)(2), and (b)(3), Plaintiffs bring this action on  
22 behalf of themselves and on behalf of a Class consisting of:  
23

24 All persons who assigned to Ten Bridges his/her/their right to receive  
25 surplus proceeds from a lien foreclosure sale which were at any time on  
26 deposit with a Washington State Superior Court Clerk and who received  
less than 95% of the value of the surplus proceeds, where Ten Bridges

1           obtained the surplus proceeds from the Superior Court Clerk and/or  
2           Superior Court Registry in reliance on the assignment within four years  
3           prior to the date this action was filed.

4           8.3.    **Numerosity.** The number of members in the Class is so numerous that joinder  
5           of all members is impracticable. Upon information and belief, there are more than fifty (50)  
6           members of the Class.

7           8.4.    **Common Questions of Law and Fact.** The questions of law and fact are the  
8           same for all members of the Class, including without limitation whether the conduct of the  
9           Defendants violated RCW 63.29.350 and the WCPA, RCW 19.86, et seq., in locating and  
10          obtaining from all members of the Class agreements to assign their rights to receive lien  
11          foreclosure sale surplus proceeds held by a Superior Court Clerk in a court registry, whereby  
12          Ten Bridges received more than 5% of the value of those foreclosure sale surplus proceeds;  
13          whether the members of the Class are entitled to recover money damages from defendants in  
14          the principal amount of 100% of the amount of surplus proceeds received by Ten Bridges;  
15          and whether Ten Bridges, Demian Heald, and the marital community comprised of Demian  
16          Heald and Doe Heald are jointly and severally liable for 100% of the Class members'  
17          damages. The common issues dominate any issues that affect only individual members.

18          8.5.    **The Plaintiffs' Claims Are Typical of the Class.** Plaintiffs' claims are  
19          typical of the Class members in that they arise from Defendants' identification of Plaintiffs as  
20          persons entitled to receive surplus proceeds from lien foreclosure sales held by a Superior  
21          Court Clerk in a court registry, from Ten Bridges receiving assignments from the Plaintiffs of  
22          their rights to receive the surplus proceeds in exchange for less than 95% of the value of  
23          those proceeds and thereby in violation of RCW 63.29.350(1), from Ten Bridges' receipt of  
24          the surplus proceeds from the Superior Court Clerks in reliance on the illegal and unlawful  
25          the surplus proceeds from the Superior Court Clerks in reliance on the illegal and unlawful  
26

1 assignments, and because they sustained damages as a result of Defendants' illegal and  
2 unlawful conduct.

3       **8.6. The Plaintiffs Will Fairly and Adequately Protect the Class.** Plaintiffs will  
4 adequately represent and protect the interests of the Class because they have retained  
5 competent counsel experienced in consumer and class litigation and the intricacies of RCW  
6 63.29.350, and their interests in the litigation are not antagonistic to the other members of the  
7 Class.  
8

9       **8.7. A Class Action is Maintainable Under Civil Rule 23(b)(3).** The questions  
10 of law and fact common to all members of the Class predominate over questions affecting  
11 only individual members of the Class, because all members of the Classes have been  
12 subjected to Defendants' unlawful conduct. The prosecution of separate actions by individual  
13 members of the Class against Defendants would create the risk of inconsistent or varying  
14 adjudications and incompatible standards of treatment, and joinder of all Class members is  
15 impractical. On information and belief, there are no other pending class actions concerning  
16 these issues. A class action is superior to any other available means for the adjudication of  
17 this controversy. It is desirable to concentrate the litigation of these claims in this forum  
18 given the judicial resources already expended in this matter, and this action will cause an  
19 orderly and expeditious administration of the Class members' claims; economies of time,  
20 effort and expense will be fostered; and uniformity of decisions will be ensured at the lowest  
21 cost and with the least expenditure of judicial resources. Finally, few if any difficulties will  
22 be encountered in the management of the class action.  
23  
24

25       **8.8. A Class Action is Maintainable Under Civil Rule 23(b)(2).** Defendants  
26 have acted on grounds generally applicable to Plaintiffs and the Class as alleged herein,



1 thereby making appropriate injunctive and declaratory relief, as well as incidental damages,  
2 with respect to the Class as a whole.

3 WHEREFORE, Plaintiff prays for the following relief:

4 1. For an Order certifying the Class identified herein in Paragraph 8.2 under CR  
5 23(b)(2) and/or 23(b)(3), with Plaintiffs as the Class Representatives and the undersigned  
6 legal counsel as Class Counsel.

7  
8 2. For Judgment declaring that Ten Bridges' conduct in obtaining assignments of  
9 Plaintiffs' and Class members' rights to obtain surplus proceeds from lien foreclosure sales at  
10 Demian Heald's direction and approval, and with his participation, was and is unlawful,  
11 violated and violates RCW 63.29.350, violated and violates the WCPA, and renders said  
12 assignments illegal and invalid.

13 3. For Judgment for actual money damages for Plaintiffs and members of the  
14 Class in an amount to be proven at trial.

15  
16 4. For Judgment trebling the award of CPA damages for Plaintiffs and each  
17 member of the Class up to the statutory maximum of \$25,000, per person.

18 5. For an injunction permanently prohibiting Defendants from obtaining  
19 assignments of persons' rights to obtain surplus proceeds from lien foreclosure sales in  
20 exchange for more than 5% of the value of the surplus proceeds, and from contacting persons  
21 for the purpose of attempting to obtain such assignments.

22  
23 6. For an award of costs and reasonable attorney's fees pursuant to RCW  
24 19.86.090.

25 7. For pre-judgment interest on all liquidated damages awarded to Plaintiffs and  
26 members of the Class, at the rate of 12% per annum.

1           8.       For post-judgment interest at the rate of 12% per annum on all money  
2 damages awarded to Plaintiffs and the Class.

3           9.       For leave to conform their pleadings to the proof presented at trial.

4           16.       For such other and further relief as the Court deems just and equitable.

5                       DATED: March 30, 2021.

6  
7 ***Attorneys for Plaintiffs:***

8 BERRY & BECKETT, PLLP

GOSS LAW PLLC

9 /s/ Guy Beckett

/s/ C. Chip Goss

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF KING

Mary Taie Et al

Plaintiff(s)

vs

TEN BRIDGES LLC ET AL

Defendant(s)

NO. 21-2-04166-0 SEA

ORDER SETTING CIVIL CASE SCHEDULE

ASSIGNED JUDGE: BENDER, Dept. 28

FILED DATE: 03/30/2021

TRIAL DATE:03/28/2022

A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

I. NOTICES

**NOTICE TO PLAINTIFF:** The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the **Schedule** on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The **Schedule** may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

**NOTICE TO ALL PARTIES:**

All attorneys and parties should make themselves familiar with the King County Local Rules [KCLCR] -- especially those referred to in this **Schedule**. In order to comply with the **Schedule**, it will be necessary for attorneys and parties to pursue their cases vigorously from the day the case is filed. For example, discovery must be undertaken promptly in order to comply with the deadlines for joining additional parties, claims, and defenses, for disclosing possible witnesses [See KCLCR 26], and for meeting the discovery cutoff date [See KCLCR 37(g)].

**You are required to give a copy of these documents to all parties in this case.**

**I. NOTICES (continued)**

**CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:**

A filing fee of \$240 must be paid when any answer that includes additional claims is filed in an existing case.

**KCLCR 4.2(a)(2)**

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. The court will review the confirmation of joinder document to determine if a hearing is required. If a Show Cause order is issued, all parties cited in the order must appear before their Chief Civil Judge.

**PENDING DUE DATES CANCELED BY FILING PAPERS THAT RESOLVE THE CASE:**

When a final decree, judgment, or order of dismissal of all parties and claims is filed with the Superior Court Clerk's Office, and a courtesy copy delivered to the assigned judge, all pending due dates in this *Schedule* are automatically canceled, including the scheduled Trial Date. It is the responsibility of the parties to 1) file such dispositive documents within 45 days of the resolution of the case, and 2) strike any pending motions by notifying the bailiff to the assigned judge.

Parties may also authorize the Superior Court to strike all pending due dates and the Trial Date by filing a *Notice of Settlement* pursuant to KCLCR 41, and forwarding a courtesy copy to the assigned judge. If a final decree, judgment or order of dismissal of all parties and claims is not filed by 45 days after a *Notice of Settlement*, the case may be dismissed with notice.

If you miss your scheduled Trial Date, the Superior Court Clerk is authorized by KCLCR 41(b)(2)(A) to present an *Order of Dismissal*, without notice, for failure to appear at the scheduled Trial Date.

**NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:**

*All parties to this action must keep the court informed of their addresses.* When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.

**ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:**

A Statement of Arbitrability must be filed by the deadline on the schedule **if the case is subject to mandatory arbitration** and service of the original complaint and all answers to claims, counterclaims and cross-claims have been filed. If mandatory arbitration is required after the deadline, parties must obtain an order from the assigned judge transferring the case to arbitration. **Any party filing a Statement must pay a \$250 arbitration fee.** If a party seeks a trial de novo when an arbitration award is appealed, a fee of \$400 and the request for trial de novo must be filed with the Clerk's Office Cashiers.

**NOTICE OF NON-COMPLIANCE FEES:**

All parties will be assessed a fee authorized by King County Code 4A.630.020 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Civil Rule 41.

**King County Local Rules are available for viewing at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk).**

## II. CASE SCHEDULE

* CASE EVENT	EVENT DATE
Case Filed and Schedule Issued.	03/30/2021
* Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See KCLMAR 2.1(a) and Notices on Page 2]. <b>\$220 arbitration fee must be paid</b>	09/07/2021
* <b>DEADLINE</b> to file Confirmation of Joinder if not subject to Arbitration [See KCLCR 4.2(a) and Notices on Page 2].	09/07/2021
<b>DEADLINE</b> for Hearing Motions to Change Case Assignment Area [KCLCR 82(e)].	09/21/2021
<b>DEADLINE</b> for Disclosure of Possible Primary Witnesses [See KCLCR 26(k)].	10/25/2021
<b>DEADLINE</b> for Disclosure of Possible Additional Witnesses [See KCLCR 26(k)].	12/06/2021
<b>DEADLINE</b> for Jury Demand [See KCLCR 38(b)(2)].	12/20/2021
<b>DEADLINE</b> for a Change in Trial Date [See KCLCR 40(e)(2)].	12/20/2021
<b>DEADLINE</b> for Discovery Cutoff [See KCLCR 37(g)].	02/07/2022
<b>DEADLINE</b> for Engaging in Alternative Dispute Resolution [See KCLCR 16(b)].	02/28/2022
<b>DEADLINE:</b> Exchange Witness & Exhibit Lists & Documentary Exhibits [KCLCR 4(j)].	03/07/2022
* <b>DEADLINE</b> to file Joint Confirmation of Trial Readiness [See KCLCR 16(a)(1)]	03/07/2022
<b>DEADLINE</b> for Hearing Dispositive Pretrial Motions [See KCLCR 56; CR 56].	03/14/2022
* Joint Statement of Evidence [See KCLCR 4 (k)]	03/21/2022
<b>DEADLINE</b> for filing Trial Briefs, Proposed Findings of Fact and Conclusions of Law and Jury Instructions (Do not file proposed Findings of Fact and Conclusions of Law with the Clerk)	03/21/2022
Trial Date [See KCLCR 40].	03/28/2022

The \* indicates a document that must be filed with the Superior Court Clerk's Office by the date shown.

## III. ORDER

Pursuant to King County Local Rule 4 [KCLCR 4], IT IS ORDERED that the parties shall comply with the schedule listed above. Penalties, including but not limited to sanctions set forth in Local Rule 4(g) and Rule 37 of the Superior Court Civil Rules, may be imposed for non-compliance. It is FURTHER ORDERED that the party filing this action **must** serve this *Order Setting Civil Case Schedule* and attachment on all other parties.

DATED: 03/30/2021



\_\_\_\_\_  
PRESIDING JUDGE

#### IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE

##### **READ THIS ORDER BEFORE CONTACTING YOUR ASSIGNED JUDGE.**

This case is assigned to the Superior Court Judge whose name appears in the caption of this case schedule. The assigned Superior Court Judge will preside over and manage this case for all pretrial matters.

**COMPLEX LITIGATION:** If you anticipate an unusually complex or lengthy trial, please notify the assigned court as soon as possible.

**APPLICABLE RULES:** Except as specifically modified below, all the provisions of King County Local Civil Rules 4 through 26 shall apply to the processing of civil cases before Superior Court Judges. The local civil rules can be found at [www.kingcounty.gov/courts/clerk/rules/Civil](http://www.kingcounty.gov/courts/clerk/rules/Civil).

**CASE SCHEDULE AND REQUIREMENTS:** Deadlines are set by the case schedule, issued pursuant to Local Civil Rule 4.

##### **THE PARTIES ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL DEADLINES IMPOSED BY THE COURT'S LOCAL CIVIL RULES.**

###### **A. Joint Confirmation regarding Trial Readiness Report**

No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g., interpreters, equipment).

The Joint Confirmation Regarding Trial Readiness form is available at [www.kingcounty.gov/courts/scforms](http://www.kingcounty.gov/courts/scforms). If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff's/petitioner's counsel is responsible for contacting the other parties regarding the report.

###### **B. Settlement/Mediation/ADR**

a. Forty five (45) days before the trial date, counsel for plaintiff/petitioner shall submit a written settlement demand. Ten (10) days after receiving plaintiff's/petitioner's written demand, counsel for defendant/respondent shall respond (with a counter offer, if appropriate).

b. Twenty eight (28) days before the trial date, a Settlement/Mediation/ADR conference shall have been held. FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.

###### **C. Trial**

Trial is scheduled for 9:00 a.m. on the date on the case schedule or as soon thereafter as convened by the court. The Friday before trial, the parties should access the court's civil standby calendar on the King County Superior Court website [www.kingcounty.gov/courts/superiorcourt](http://www.kingcounty.gov/courts/superiorcourt) to confirm the trial judge assignment.

#### **MOTIONS PROCEDURES**

##### **A. Noting of Motions**

**Dispositive Motions:** All summary judgment or other dispositive motions will be heard with oral argument before the assigned judge. The moving party must arrange with the hearing judge a date and time for the hearing, consistent with the court rules. Local Civil Rule 7 and Local Civil Rule 56 govern procedures for summary judgment or other motions that dispose of the case in whole or in part. The local civil rules can be found at [www.kingcounty.gov/courts/clerk/rules/Civil](http://www.kingcounty.gov/courts/clerk/rules/Civil).

**Non-dispositive Motions:** These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the Note for Motion should state "Without Oral Argument." Local Civil Rule



7 governs these motions, which include discovery motions. The local civil rules can be found at [www.kingcounty.gov/courts/clerk/rules/Civil](http://www.kingcounty.gov/courts/clerk/rules/Civil).

**Motions in Family Law Cases not involving children:** Discovery motions to compel, motions in limine, motions relating to trial dates and motions to vacate judgments/dismissals shall be brought before the assigned judge. All other motions should be noted and heard on the Family Law Motions calendar. Local Civil Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at [www.kingcounty.gov/courts/clerk/rules](http://www.kingcounty.gov/courts/clerk/rules).

**Emergency Motions:** Under the court's local civil rules, emergency motions will usually be allowed only upon entry of an Order Shortening Time. However, some emergency motions may be brought in the Ex Parte and Probate Department as expressly authorized by local rule. In addition, discovery disputes may be addressed by telephone call and without written motion, if the judge approves in advance.

**B. Original Documents/Working Copies/ Filing of Documents: All original documents must be filed with the Clerk's Office.** Please see information on the Clerk's Office website at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk) regarding the requirement outlined in LGR 30 that attorneys must e-file documents in King County Superior Court. The exceptions to the e-filing requirement are also available on the Clerk's Office website. The local rules can be found at [www.kingcounty.gov/courts/clerk/rules](http://www.kingcounty.gov/courts/clerk/rules).

The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge. The assigned judge's working copies must be delivered to his/her courtroom or the Judges' mailroom. Working copies of motions to be heard on the Family Law Motions Calendar should be filed with the Family Law Motions Coordinator. Working copies can be submitted through the Clerk's office E-Filing application at [www.kingcounty.gov/courts/clerk/documents/eWC](http://www.kingcounty.gov/courts/clerk/documents/eWC).

**Service of documents:** Pursuant to Local General Rule 30(b)(4)(B), e-filed documents shall be electronically served through the e-Service feature within the Clerk's eFiling application. Pre-registration to accept e-service is required. E-Service generates a record of service document that can be e-filed. Please see the Clerk's office website at [www.kingcounty.gov/courts/clerk/documents/efiling](http://www.kingcounty.gov/courts/clerk/documents/efiling) regarding E-Service.

**Original Proposed Order:** Each of the parties must include an original proposed order granting requested relief with the working copy materials submitted on any motion. **Do not file the original of the proposed order with the Clerk of the Court.** Should any party desire a copy of the order as signed and filed by the judge, a pre-addressed, stamped envelope shall accompany the proposed order. The court may distribute orders electronically. Review the judge's website for information: [www.kingcounty.gov/courts/SuperiorCourt/judges](http://www.kingcounty.gov/courts/SuperiorCourt/judges).

**Presentation of Orders for Signature:** All orders must be presented to the assigned judge or to the Ex Parte and Probate Department, in accordance with Local Civil Rules 40 and 40.1. Such orders, if presented to the Ex Parte and Probate Department, shall be submitted through the E-Filing/Ex Parte via the Clerk application by the attorney(s) of record. E-filing is not required for self-represented parties (non-attorneys). If the assigned judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

**Proposed orders finalizing settlement and/or dismissal by agreement of all parties shall be presented to the Ex Parte and Probate Department.** Such orders shall be submitted through the E-Filing/Ex Parte via the Clerk application by the attorney(s) of record. E-filing is not required for self-represented parties (non-attorneys). Formal proof in Family Law cases must be scheduled before the assigned judge by contacting the bailiff, or formal proof may be entered in the Ex Parte Department. **If final order and/or formal proof are entered in the Ex Parte and Probate Department, counsel is responsible for providing the assigned judge with a copy.**

### C. Form

Pursuant to Local Civil Rule 7(b)(5)(B), the initial motion and opposing memorandum shall not exceed 4,200 words and reply memoranda shall not exceed 1,750 words without authorization of the court. The word count

includes all portions of the document, including headings and footnotes, except 1) the caption; 2) table of contents and/or authorities, if any; and 3): the signature block. Over-length memoranda/briefs and motions supported by such memoranda/briefs may be stricken.

***IT IS SO ORDERED. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS ORDER MAY RESULT IN DISMISSAL OR OTHER SANCTIONS. PLAINTIFF/PEITONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.***



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PRESIDING JUDGE

# **ATTACHMENT 2**

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

MARY TAIE, an individual; MOYRA COOP,  
an individual; and WILLIAM GROVES, an  
individual, on behalf of themselves and as  
representatives of similarly situated persons,

Plaintiffs,

v.

TEN BRIDGES LLC, an Oregon Limited  
Liability Company; DEMIAN HEALD, an  
individual; and the marital community  
comprised of DEMIAN HEALD and DOE  
HEALD,

Defendants.

NO.

CLASS ACTION COMPLAINT FOR  
DAMAGES AND INJUNCTIVE AND  
DECLARATORY RELIEF

Plaintiffs MARY TAIE, MOYRA COOP and WILLIAM GROVES (collectively  
“Plaintiffs”), individually and as class representatives for a class of similarly situated  
persons, bring this action against TEN BRIDGES, LLC (“Ten Bridges”), DEMIAN HEALD,  
and the marital community comprised of DEMIAN HEALD and DOE HEALD (the “Heald  
marital community”), for violations of the Washington Consumer Protection Act (“WCPA”)  
and common law, actual damages, statutory penalties, and declaratory and injunctive relief,  
as alleged herein.



**I. INTRODUCTION**

1  
2 1.1. Ten Bridges is a predatory business engaged in a widespread and unlawful  
3 scheme that strips the equity from persons whose real property is judicially foreclosed  
4 pursuant to the provisions of RCW Chapters 61.12 and 6.21. Ten Bridges locates foreclosure  
5 sale surplus proceeds on deposit with the Clerks' registries in Washington State Superior  
6 Courts and solicits and obtains assignments of the right to obtain such surplus proceeds from  
7 the persons who are entitled to receive them. Ten Bridges pays these persons a harshly small  
8 percentage of the value of the surplus proceeds for the assignments, then obtains the entirety  
9 of the surplus proceeds on deposit with the Clerks, reaping significant windfalls and unfair  
10 profits.

11  
12 1.2. The Washington State Legislature recognized that judicial mortgage  
13 foreclosures exposed victims of foreclosure to further victimization by unscrupulous  
14 individuals and companies like Ten Bridges, that charge consumers unconscionable fees for  
15 identifying and obtaining surplus proceeds from judicial foreclosure sales that should be paid  
16 to the former property owners. To protect consumers from such victimization, the Legislature  
17 enacted RCW 63.29.350, a consumer protection law that limits the fees that can be charged  
18 by equity-skimming businesses like Ten Bridges and which provides remedies under the  
19 WCPA.  
20

21 1.3. Plaintiffs bring this action for actual damages, statutory penalties, and  
22 declaratory and injunctive relief on behalf of themselves and as class representatives for a  
23 class of similarly situated persons who entered into contracts with Ten Bridges for the  
24 assignment of surplus proceeds that they and the Class had the right to receive, and that  
25 violate and violated RCW 63.29.350 and the WCPA, and which were and are illegal and  
26

1 invalid.

2 **II. VENUE, JURISDICTION AND PARTIES**

3 2.1. Plaintiff Mary Taie is a resident of Snohomish County, Washington, and with  
4 Plaintiffs Coop and Groves, formerly held an ownership interest in real property located in  
5 King County, Washington, and owned the right to receive surplus proceeds from the judicial  
6 foreclosure sale of that property.  
7

8 2.2. Plaintiff Moyra Coop is a resident of Kitsap County, Washington, and with  
9 Plaintiffs Taie and Groves, formerly held an ownership interest in real property located in  
10 King County, Washington, and owned the right to receive surplus proceeds from the judicial  
11 foreclosure sale of that property.

12 2.3. Plaintiff William Groves is a resident of King County, Washington, and with  
13 Plaintiffs Taie and Coop, formerly held an ownership interest in real property located in King  
14 County, Washington, and owned the right to receive surplus proceeds from the judicial  
15 foreclosure sale of that property.  
16

17 2.4. Defendant Ten Bridges is an Oregon limited liability company doing business  
18 with continuous and systematic contacts in King County, Washington, and is registered as a  
19 Foreign Limited Liability Company with the Washington Secretary of State. Some or all of  
20 acts alleged herein took place and were committed in King County, Washington.  
21

22 2.5. Defendant Demian Heald is an individual and Manager of Ten Bridges, and  
23 upon information, is believed to be the sole owner and member of Ten Bridges. On  
24 information and belief, Defendant Demian Heald is married to Doe Heald, and Demian  
25 Heald and Doe Heald comprise a marital community. All acts of Ten Bridges alleged herein  
26 were performed by Demian Heald or by representatives of Ten Bridges under Demian

1 Heald's direction. All acts of Demian Heald were taken on account of and for the benefit of  
2 Ten Bridges, himself, and the Heald marital community. Upon information and belief,  
3 Demian Heald did and does business in King County, Washington.

4 2.6. This court has jurisdiction over the parties and subject matter of this lawsuit.

5 2.7. Venue and personal jurisdiction are proper in this Court because Ten Bridges  
6 and Demian Heald conduct extensive business in King County, Washington; because the  
7 unfair, deceptive, and unconscionable acts of Ten Bridges and Demian Heald were conducted  
8 and occurred in King County, Washington; and because the real property that was judicially  
9 foreclosed and the surplus proceeds that were assigned to Ten Bridges in violation of RCW  
10 63.29.350 and the WCPA were located in King County, Washington.

11  
12 **III. FACTS**

13 3.1. Plaintiffs are the children of Clifford Groves, who died intestate on February  
14 23, 2010. At the time of Clifford Groves' death, he was the owner of real property in King  
15 County, Washington, located at 1639 N. 180th Street, Shoreline, Washington 98133 (the  
16 "home").

17  
18 3.2. Plaintiffs were the sole heirs of Clifford Groves' estate, and following his  
19 death, became the owners of the home.

20 3.3. The home was encumbered by a Deed of Trust that secured a loan, the  
21 beneficiary's interest for which was held by Bank of America, N.A. ("Bank of America"). In  
22 2014, Bank of America commenced a judicial foreclosure action in King County Superior  
23 Court against, *inter alia*, the Estate of Clifford Groves and the Plaintiffs (the "lawsuit"). In  
24 the lawsuit, Bank of America sought to obtain a judgment *in rem* against the home, and a  
25 Decree of Foreclosure directing the King County Sheriff to sell the home at a foreclosure  
26

1 sale, with the proceeds of the sale to be applied to Bank of America’s debt secured by the  
2 Deed of Trust.

3 3.4. A Judgment *in rem* and Decree of Foreclosure were entered in the lawsuit.  
4 The Decree of Foreclosure directed the King County Sheriff to sell the home at a Sheriff’s  
5 Sale, and to deliver the proceeds from the Sheriff’s Sale to the King County Superior Court  
6 Clerk, to be held in the Court Registry pending further orders.

7  
8 3.5. On March 16, 2018, the King County Sheriff sold the home at a Sheriff’s Sale  
9 for the sum of \$511,500, and delivered the Sale proceeds to the King County Superior Court  
10 Clerk to be held in the Court Registry, as provided by law. Following entry of an Order  
11 directing the Clerk of the Court to disburse to Bank of America that portion of the Sale  
12 proceeds that would pay in full the debt secured by the Deed of Trust on the home, there  
13 remained \$135,224.51 in proceeds on deposit with the Clerk of the Court in the Court  
14 Registry (the “surplus proceeds”).

15  
16 3.6. Under RCW 61.12.150, the Plaintiffs had the absolute right to receive the  
17 surplus proceeds.

18 3.7. Ten Bridges monitored proceedings in the lawsuit, learned the amount of the  
19 surplus proceeds on deposit in the Clerk’s Registry, and located the Plaintiffs. After the  
20 Sheriff’s Sale occurred, Ten Bridges communicated with the Plaintiffs and offered to pay  
21 them for their interests in the home and surplus proceeds. Ultimately, Plaintiffs agreed to  
22 assign to Ten Bridges, by execution of Quit Claim Deeds dated April 10, 2018, and recorded  
23 with the King County Recorder on April 11, 2018, any rights they had in the home and to  
24 obtain the surplus proceeds, in exchange for the aggregate sum of \$15,000—less than twelve  
25 percent (12%) of the surplus proceeds.  
26

1           3.8. Ten Bridges filed a motion in the lawsuit requesting entry of an order  
2 directing the Clerk of the King County Superior Court to disburse to it the surplus proceeds,  
3 and on June 20, 2018, the King County Superior Court entered an order in the lawsuit  
4 directing the Clerk of the Superior Court to disburse to Ten Bridges the entirety of the  
5 surplus proceeds. Following the entry of that order, the Clerk of the King County Superior  
6 Court disbursed to Ten Bridges the entirety of the surplus proceeds. In other words, Ten  
7 Bridges received a fee or compensation for locating the surplus proceeds and identifying the  
8 persons who were entitled to receive the surplus proceeds, of over 88% of the value of the  
9 surplus proceeds.  
10

11           3.9. RCW 63.29.350(1) limits the fee or compensation a person may seek to  
12 recover and/or recover from a person for locating or purporting to locate funds held by a  
13 county that are proceeds from a foreclosure of a lien to 5% of the value of such funds. Ten  
14 Bridges' agreement with the Plaintiffs to pay them \$15,000 in exchange for the assignment  
15 of their right to receive the surplus proceeds violated RCW 63.29.350(1) and was therefore  
16 illegal, invalid, and unenforceable. The assignments Ten Bridges obtained from Plaintiffs  
17 violated RCW 63.29.350(1) because Ten Bridges received a fee or compensation for locating  
18 the funds on deposit in the King County Superior Court Registry that belonged to the  
19 Plaintiffs of over 88% of the value of the surplus proceeds, far in excess of the 5% cap on  
20 such fees or compensation.  
21  
22

23           3.10. On information and belief, in the four-year period immediately preceding the  
24 filing of this action, Ten Bridges has entered into well in excess of fifty agreements with  
25 persons in the State of Washington like the Plaintiffs whose real property had been judicially  
26 foreclosed and who were entitled to recover surplus proceeds from the sheriff's sales for such

1 property, and Ten Bridges has obtained surplus proceeds from such judicial foreclosure sales  
2 exceeding 5% of the proceeds well in excess of fifty times.

3 3.11. For the assignments of Plaintiffs' rights to obtain the surplus proceeds, Ten  
4 Bridges paid to Plaintiffs and members of the Classes such a grossly small percentage of the  
5 foreclosure sale surplus proceeds in the Superior Court Registries that the assignments are  
6 objectively so overly one-sided and harsh as to be substantively unconscionable.  
7

8 3.12. As a direct and proximate result of Ten Bridges' and Demian Heald's actions  
9 above-described in Paragraphs 3.7 through 3.11, Plaintiffs and members of the Classes have  
10 suffered money damages in an amount to be proven at trial.

11 **IV. FIRST CLASS CAUSE OF ACTION**  
12 **Violation of the Washington Consumer Protection Act**

13 4.1. Plaintiffs re-allege the foregoing paragraphs of this Complaint as if fully set  
14 forth herein.

15 4.2. Under RCW 63.29.350(1), Ten Bridges was and is prohibited from seeking to  
16 recover a fee or compensation, and/or from receiving a fee or compensation, for locating  
17 foreclosure sale surplus proceeds and identifying the persons entitled to receive the surplus  
18 proceeds, in an amount exceeding 5% of the foreclosure sale surplus proceeds.  
19

20 4.3. Ten Bridges' agreements to obtain assignments from the Plaintiffs and  
21 members of the Class of surplus proceeds from lien foreclosure sales in exchange for the  
22 payment of money, or agreement to pay money, which was or is less than 95% of the value  
23 of the surplus proceeds violated and violates RCW 63.29.350(1).  
24

25 4.4. Ten Bridges' agreements to obtain assignments from the Plaintiffs and  
26 members of the Class of surplus proceeds from lien foreclosure sales in exchange for the

1 payment of money, or agreement to pay money, which was or is less than 95% of the value  
2 of the surplus proceeds occurred in trade or business, vitally affect the public interest, are not  
3 reasonable in relation to the development and preservation of business, are unfair or  
4 deceptive acts in trade or commerce, are an unfair method of competition, and violate the  
5 WCPA.

6 4.5. Ten Bridges' actions in communicating with the Plaintiffs and members of the  
7 Class, and in obtaining the assignments of the Plaintiffs' and Class members' right to receive  
8 surplus proceeds, were and are capable of deceiving a substantial portion of the public.

9 4.6. Pursuant to RCW 63.29.350(2), Ten Bridges' violations of RCW 63.29.350(1)  
10 constitute per se unfair or deceptive acts in trade or commerce and unfair methods of  
11 competition for purposes of applying the WCPA.

12 4.7. As a direct and proximate result of Ten Bridges' unfair and deceptive  
13 agreements to obtain assignments from the Plaintiffs and members of the Class of surplus  
14 proceeds from lien foreclosure sales in exchange for the payment or agreement to pay a sum  
15 of money which was or is less than 95% of the value of the surplus proceeds in violation of  
16 the WCPA, Plaintiffs and each member of the Class have suffered actual damages which  
17 they would not have suffered but for Ten Bridges' unlawful and invalid actions described  
18 herein in Paragraphs 3.7 through 3.10.

19 4.8. Demian Heald personally directed, participated in, and approved Ten Bridges'  
20 conduct when it communicated with the Plaintiffs and members of the Class to obtain  
21 assignments of surplus proceeds from lien foreclosure sales in exchange for the payment or  
22 agreement to pay a sum of money which was or is less than 95% of the value of the surplus  
23 proceeds, when it entered into such agreements, and when it obtained from Superior Court  
24  
25  
26

1 Clerks the surplus proceeds that were the subject of the assignment agreements. Accordingly,  
2 Demian Heald violated the WCPA for the same reasons Ten Bridges violated the WCPA,  
3 and he and his marital community are liable to Plaintiffs and the Class members for the same  
4 damages suffered by them as a proximate result of Ten Bridges' conduct alleged herein in  
5 Paragraphs 3.7 through 3.11.

6           4.9. Plaintiffs and each member of the Class are entitled to recover and should  
7 recover against Ten Bridges, Demian Heald, and the marital community comprised of  
8 Demian Heald and Doe Heald, actual damages, statutory penalties and reasonable attorney's  
9 fees and costs. Because the assignment agreements entered into between Ten Bridges and the  
10 Plaintiffs, and between Ten Bridges and the members of the Class, were and are invalid,  
11 illegal, and unlawful, Plaintiffs and each member of the Class are entitled to recover as  
12 damages from Ten Bridges, Demian Heald, and the marital community comprised of Demian  
13 Heald and Doe Heald, 100% of the surplus proceeds that were or are on deposit with  
14 Superior Court Clerks that the Plaintiffs and Class members were entitled to receive but that  
15 Ten Bridges received; prejudgment interest on those amounts from the date of their  
16 disbursement to Ten Bridges; and treble damages pursuant to RCW 19.86.090. The principal  
17 amount the Plaintiffs are entitled to recover from Ten Bridges, Demian Heald, and the  
18 marital community comprised of Demian Heald and Doe Heald, before any amounts awarded  
19 for prejudgment interest, treble damages, and/or reasonable attorney's fees, is in the  
20 aggregate \$135,224.51.  
21  
22  
23

24                                   **V. SECOND CLASS CAUSE OF ACTION:**  
25   **Injunctive Relief**

26           5.1. Plaintiffs reallege the foregoing paragraphs of this Complaint as if fully set



1 forth herein.

2 5.2. RCW 19.86.090 authorizes the Court to enjoin conduct that violates the  
3 WCPA. The Court should enter an injunction permanently prohibiting the Defendants from  
4 communicating with persons entitled to obtain surplus proceeds from lien foreclosure sales  
5 on deposit with Superior Court Clerks for the purpose of attempting to obtain assignments of  
6 the surplus proceeds for less than 95% of the value of the surplus proceeds, and from  
7 entering into such assignments.  
8

9 **VI. PLAINTIFFS' FIRST INDIVIDUAL CAUSE OF ACTION:**  
10 **Substantive Unconscionability**

11 6.1. Plaintiffs re-allege the foregoing paragraphs of this Complaint as if fully set  
12 forth herein.

13 6.2. For assignments of Plaintiffs' rights to obtain the foreclosure sale surplus  
14 proceeds on deposit with the King County Superior Court Clerk in the court registry, Ten  
15 Bridges paid each of the Plaintiffs \$5,000, for an aggregate of \$15,000.

16 6.3. Defendant Ten Bridges then used the assignments from Plaintiffs to obtain all  
17 the foreclosure sale surplus proceeds totaling \$135,224.51.

18 6.4. The assignments Ten Bridges obtained from Plaintiffs resulted in Ten  
19 Bridges' receipt of Plaintiffs' foreclosure sale surplus proceeds in an amount over nine (9)  
20 times the amount it paid to Plaintiffs. These assignment agreements were and are objectively  
21 so one-sided, monstrously harsh and exceedingly calloused that it shocks the conscience.  
22

23 6.5. The unconscionable terms of the assignments that Ten Bridges obtained from  
24 Plaintiffs for the foreclosure sale surplus proceeds so pervade the substance and purpose of  
25 the agreements as to render them void and unenforceable, and entitles Plaintiffs to recover  
26

1 from the Defendants the amounts Ten Bridges received from the Superior Court Clerks.

2 6.6. The actions of Ten Bridges in obtaining the assignments from the Plaintiffs  
3 was directed and approved by Demian Heald, and on information and belief, Demian Heald  
4 participated in Ten Bridges' actions in obtaining the Plaintiffs' assignments.

5 6.7. As a direct and proximate result of the unconscionable and void assignments  
6 obtained by Ten Bridges, Plaintiffs, Plaintiffs have suffered actual damages exceeding  
7 \$120,000, for which damages Plaintiffs are entitled to recover money judgment against Ten  
8 Bridges, Demian Heald, and the marital community comprised of Demian Heald and Doe  
9 Heald.  
10

11 **VII. PLAINTIFFS' SECOND INDIVIDUAL CAUSE OF ACTION:**  
12 **Unjust Enrichment**

13 7.1. Plaintiffs reallege the foregoing paragraphs of this Complaint as if fully set  
14 forth herein.

15 7.2. By receiving the surplus proceeds that the Plaintiffs were entitled to receive,  
16 Ten Bridges was unjustly enriched, and the Plaintiffs are entitled to recover money judgment  
17 against Ten Bridges for such unjust enrichment, in an amount to be proven at trial.  
18

19 **VIII. CLASS ALLEGATIONS**

20 8.1. Plaintiffs reallege the foregoing paragraphs of this Complaint as if fully set  
21 forth herein.

22 8.2. Pursuant to Civil Rule 23(a), (b)(2), and (b)(3), Plaintiffs bring this action on  
23 behalf of themselves and on behalf of a Class consisting of:

24 All persons who assigned to Ten Bridges his/her/their right to receive  
25 surplus proceeds from a lien foreclosure sale which were at any time on  
26 deposit with a Washington State Superior Court Clerk and who received  
less than 95% of the value of the surplus proceeds, where Ten Bridges

1           obtained the surplus proceeds from the Superior Court Clerk and/or  
2           Superior Court Registry in reliance on the assignment within four years  
3           prior to the date this action was filed.

4           8.3.    **Numerosity.** The number of members in the Class is so numerous that joinder  
5           of all members is impracticable. Upon information and belief, there are more than fifty (50)  
6           members of the Class.

7           8.4.    **Common Questions of Law and Fact.** The questions of law and fact are the  
8           same for all members of the Class, including without limitation whether the conduct of the  
9           Defendants violated RCW 63.29.350 and the WCPA, RCW 19.86, et seq., in locating and  
10          obtaining from all members of the Class agreements to assign their rights to receive lien  
11          foreclosure sale surplus proceeds held by a Superior Court Clerk in a court registry, whereby  
12          Ten Bridges received more than 5% of the value of those foreclosure sale surplus proceeds;  
13          whether the members of the Class are entitled to recover money damages from defendants in  
14          the principal amount of 100% of the amount of surplus proceeds received by Ten Bridges;  
15          and whether Ten Bridges, Demian Heald, and the marital community comprised of Demian  
16          Heald and Doe Heald are jointly and severally liable for 100% of the Class members'  
17          damages. The common issues dominate any issues that affect only individual members.

18          8.5.    **The Plaintiffs' Claims Are Typical of the Class.** Plaintiffs' claims are  
19          typical of the Class members in that they arise from Defendants' identification of Plaintiffs as  
20          persons entitled to receive surplus proceeds from lien foreclosure sales held by a Superior  
21          Court Clerk in a court registry, from Ten Bridges receiving assignments from the Plaintiffs of  
22          their rights to receive the surplus proceeds in exchange for less than 95% of the value of  
23          those proceeds and thereby in violation of RCW 63.29.350(1), from Ten Bridges' receipt of  
24          the surplus proceeds from the Superior Court Clerks in reliance on the illegal and unlawful  
25          the surplus proceeds from the Superior Court Clerks in reliance on the illegal and unlawful  
26          the surplus proceeds from the Superior Court Clerks in reliance on the illegal and unlawful

1 assignments, and because they sustained damages as a result of Defendants' illegal and  
2 unlawful conduct.

3           **8.6. The Plaintiffs Will Fairly and Adequately Protect the Class.** Plaintiffs will  
4 adequately represent and protect the interests of the Class because they have retained  
5 competent counsel experienced in consumer and class litigation and the intricacies of RCW  
6 63.29.350, and their interests in the litigation are not antagonistic to the other members of the  
7 Class.  
8

9           **8.7. A Class Action is Maintainable Under Civil Rule 23(b)(3).** The questions  
10 of law and fact common to all members of the Class predominate over questions affecting  
11 only individual members of the Class, because all members of the Classes have been  
12 subjected to Defendants' unlawful conduct. The prosecution of separate actions by individual  
13 members of the Class against Defendants would create the risk of inconsistent or varying  
14 adjudications and incompatible standards of treatment, and joinder of all Class members is  
15 impractical. On information and belief, there are no other pending class actions concerning  
16 these issues. A class action is superior to any other available means for the adjudication of  
17 this controversy. It is desirable to concentrate the litigation of these claims in this forum  
18 given the judicial resources already expended in this matter, and this action will cause an  
19 orderly and expeditious administration of the Class members' claims; economies of time,  
20 effort and expense will be fostered; and uniformity of decisions will be ensured at the lowest  
21 cost and with the least expenditure of judicial resources. Finally, few if any difficulties will  
22 be encountered in the management of the class action.  
23  
24

25           **8.8. A Class Action is Maintainable Under Civil Rule 23(b)(2).** Defendants  
26 have acted on grounds generally applicable to Plaintiffs and the Class as alleged herein,

1 thereby making appropriate injunctive and declaratory relief, as well as incidental damages,  
2 with respect to the Class as a whole.

3 WHEREFORE, Plaintiff prays for the following relief:

4 1. For an Order certifying the Class identified herein in Paragraph 8.2 under CR  
5 23(b)(2) and/or 23(b)(3), with Plaintiffs as the Class Representatives and the undersigned  
6 legal counsel as Class Counsel.

7  
8 2. For Judgment declaring that Ten Bridges' conduct in obtaining assignments of  
9 Plaintiffs' and Class members' rights to obtain surplus proceeds from lien foreclosure sales at  
10 Demian Heald's direction and approval, and with his participation, was and is unlawful,  
11 violated and violates RCW 63.29.350, violated and violates the WCPA, and renders said  
12 assignments illegal and invalid.

13 3. For Judgment for actual money damages for Plaintiffs and members of the  
14 Class in an amount to be proven at trial.

15 4. For Judgment trebling the award of CPA damages for Plaintiffs and each  
16 member of the Class up to the statutory maximum of \$25,000, per person.

17 5. For an injunction permanently prohibiting Defendants from obtaining  
18 assignments of persons' rights to obtain surplus proceeds from lien foreclosure sales in  
19 exchange for more than 5% of the value of the surplus proceeds, and from contacting persons  
20 for the purpose of attempting to obtain such assignments.  
21

22 6. For an award of costs and reasonable attorney's fees pursuant to RCW  
23 19.86.090.  
24

25 7. For pre-judgment interest on all liquidated damages awarded to Plaintiffs and  
26 members of the Class, at the rate of 12% per annum.

1           8.       For post-judgment interest at the rate of 12% per annum on all money  
2 damages awarded to Plaintiffs and the Class.

3           9.       For leave to conform their pleadings to the proof presented at trial.

4           16.      For such other and further relief as the Court deems just and equitable.

5                   DATED: March 30, 2021.

6 ***Attorneys for Plaintiffs:***

7 BERRY & BECKETT, PLLP

8 GOSS LAW PLLC

9           /s/ Guy Beckett

9           /s/ C. Chip Goss

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13 206.420.1196  
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# **ATTACHMENT 3**

**CERTIFICATE OF SERVICE**

King County Superior Court Case No. 21-2-04166-0SEA

*Mary Taie, et al. v. Ten Bridges LLC, et al.*

**Attorneys for Plaintiffs**

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

MARY TAIE; MOYA COOP; and WILLIAM GROVES

(b) County of Residence of First Listed Plaintiff Snohomish Co. (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Berry & Beckett, PLLP, 1708 Bellevue Avenue, Seattle, WA 98122, (206) 441-5444; Goss Law PLLC, 3614A California Avenue WS #246, Seattle, Wa 98116: (206) 4

DEFENDANTS

TEN BRIDGES LLC, an Oregon Limited Liability Company; DEMIAN HEALD and JANE DOE HEALD,

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Calfo Eakes LLP, 1301 Second Avenue, Suite 2800, Seattle, WA 98101; (206) 407-2200

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 190 Other Contract, 310 Airplane, 365 Personal Injury, 625 Drug Related Seizure, 710 Fair Labor Standards, 820 Copyrights, 870 Taxes, 375 False Claims Act, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §§ 1332(a), 1441, and 1446. Brief description of cause: The amount in controversy exceeds \$75,000

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE April 19, 2021 SIGNATURE OF ATTORNEY OF RECORD s/Angelo J. Calfo, WSBA #27079

FOR OFFICE USE ONLY RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

**EISENHOWER CARLSON PLLC**

**April 27, 2021 - 3:22 PM**

**Transmittal Information**

**Filed with Court:** Supreme Court  
**Appellate Court Case Number:** 99465-0  
**Appellate Court Case Title:** Ten Bridges, LLC v. Teresia Guandai and Midas Mulligan, LLC

**The following documents have been uploaded:**

- 994650\_Answer\_Reply\_20210427151757SC094535\_2711.pdf  
This File Contains:  
Answer/Reply - Other  
*The Original File Name was Guandai - Answer to Amicus with Appendix.pdf*

**A copy of the uploaded files will be sent to:**

- gbeckett@beckettlaw.com
- matt@tal-fitzlaw.com
- phil@tal-fitzlaw.com

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