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NO. 78248-7-I
(consolidated with No 78405-6 and 78340-8)

COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION ONE AT SEATTLE

VLADEN R. MILOSAVLJEVIC,

Defendant/Appellant,

v.

MARGARET L. CURTIS, individually and as the
Personal Representative of the Estate of Allen L. Curtis,

Plaintiff /Respondents.

PETITION FOR REIVEW

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APPENDIX

- Exhibit 1 Court of Appeal’s Decision
- Exhibit 2 Court of Appeal’s Order Denying Reconsideration
- Exhibit 3 Trial Court’s Findings of Facts and Conclusions of Law
- Exhibit 4. Loan Agreement.

A. INTRODUCTION

In October, 2011 the Petitioner Vladen Milosavljevic (“Milosavljevic”) borrowed \$1,400,000 from the Respondents Margaret Curtis and Alan Curtis (“Curtis”). Milosavljevic and Curtis regarded themselves as family and had engaged in informal business relations for over 15 years. The October 2011 loan was evidenced by a very simple two sentence Loan Agreement which specified that certain real property was Milosavljevic’s “personal guarantee” of his repayment of the loan. (The property was referenced by physical description, tax parcel number and legal description.)

At the time of the loan, it was the parties’ intent and understanding for Milosavljevic to develop the property and build homes on the finished lots. The loan was to be repaid from the sale proceeds of the finished lots. At the time of the loan it was left open whether the Curtis’ would also finance the construction of the homes and share in the profits.

At the time of the loan Milosavljevic also promised to convey the property to Curtiss if they requested or wanted payment prior to completion of the development or the sale of the property. This was to be in repayment of the loan. This was his “personal guarantee” referenced in the Loan Agreement (RP 274: 24-25, RP 275: 1-25). RP 276 12-25, RP 277, RP 278). Milosavljevic started the development process to develop the property shortly after borrowing the money.

In March 2013 Milosavljevic formed Hidden Creek II, LLC, and conveyed the property to it. In forming the LLC Milosavljevic: (a) named the Curtises as its sole members and managers; (b) paid 100% of the formation costs and fees. Thereafter Milosavljevic developed the property and paid 100% of the development costs (\$434,526.96). Over the ensuing two (2) years Milosavljevic spent over 2000 man hours doing virtually all of the physical labor needed to develop the property. He was not paid by the Curtises or the LLC or anyone else. The LLC was never capitalized by Curtises. They never contributed or loaned any money to the LLC.

In late 2015 Mr. Allen Curtis died. His surviving spouse, Margaret Curtiss, did not want to proceed with the construction of the homes on the property and requested that the property be sold. Milosavljevic found a buyer of the property. The Curtises then sold the property and kept all of the loan proceeds for themselves. Curtis also refused to give Milosavljevic any credit against his loan obligations. The property was his “personal guarantee” of payment and conveyed to Curtis for this reason. The trial court awarded Milosavljevic credit for the land and hard costs.

The trial court’s decision to allow credits, which the court applied against the loan application as payments, was clear. Conclusion 6 expressly states that Milosavljevic was entitled to a credit for the land and hard costs paid by him. The trial court incorporated spreadsheets itemizing Milosavljevic’s payment of expenses into this Conclusion. The spreadsheet are findings of the application of Milosavljevic’s payments

which were then applied against accrued interest and then reduction of principle.

The trial court's legal theory for its conclusions is not perfectly clear and, in part, limited by the scope of evidence admitted at trial because of the application of the Deadman's statute. In the oral decision the trial court noted that Hidden Creek II, LLC was the Curtis' agent to receive the property and payments made by Milosavljevic. (At issue is trial court's Conclusion 6 (CP 449-450.)

The Court of Appeals reversed the trial court and concluded that Milosavljevic was not entitled to any credits because the property was conveyed to Hidden Creek II, LLC.

Petitioner asks this court to accept review of the Court of Appeals' decision which reversed the trial court's decision awarding Milosavljevic a credit for the value of the property and payment of costs against his loan obligations (Decision Appendix B). At issue is credit for the property (\$550,000) and Milosavljevic's payment of expenses ((\$434,526.96). If review is accepted, Milosavljevic would also request credit for the value of his 2000 plus man hours of personal services working on the property.

This case is an important case for the Supreme Court to review because of the broader issues it raises in the context of the nature of direct and indirect benefits which support equitable relief under unjust enrichment, quantum merit, and recognizing the liability of an owner of a company when the company is paid or receives benefits at the owners

request, and/or with the owner's consent, authorization or acquiesces. Because of the applicability of the Deadman's Statute (RCW 5.60.030) which limited evidence, this case centers on equitable relief.

B. COURT OF APPEAL'S DECISION.

The Court of Appeal filed its opinion in this case on October 2019. A copy of the opinion is in the appendix at Appendix Exhibit 1. The court then denied Milosavljevic's Motion for Reconsideration on November 12, 2019. A copy of the order denying reconsideration is in the Appendix as Exhibit 2. (The trial court's Findings of Fact and Conclusion of Law, Conclusion 6 (CP 449-450) are also attached as Exhibit 3, and the Loan Agreement are attached as Exhibit 4.)

C. ISSUES PRESENTED FOR REVIEW.

1. Did the Court of Appeal error in reversing the trial court's conclusion awarding Milosavljevic credit for his conveyance of the property and payment of the hard development costs which were applied in reduction of the loan obligations.

2. Did the Court of Appeal error in concluding that Milosavljevic's conveyance of the property, payment of development costs, and LLC formation did not benefit the Curtises who were the LLC's sole members and to whom the LLC's income is distributed.

3. Did the Court of Appeal error in concluding that a sole owner/member of a limited liability company does not receive either a direct or indirect benefit when the company is never capitalized and the

member knew or should have known that the property was conveyed and costs paid with the expectation of such being credited against loan obligations owed to the member personally.

4 Did the Court of Appeal error by not remanding the case to the trial court to clarify the basis of its conclusion that Milosavljevic was entitled to a credit as a payment against his loan obligations for the property (\$550,000) and payment of expenses (\$434, 526.96).

D. STATEMENT OF THE CASE.

The Court of Appeals' factual discussion is superficially accurate but omits key factd pertaining to the Loan Agreement that the property was Milosavljevic's "personal guarantee" and the intended means by both parties for him to re-pay the loan obligation (Loan Agreement, Ex. D).

The initial effect of the Court of Appeal's decision was to change the amount of damages awarded to the Curtises under the Loan Agreement as computed in Conclusion of Law No. 6. At issue in this case is nearly \$1,000,000 in the form of real property and payment of expenses to develop the property—all paid by Milosavljevic, plus over 2000 man hours of his time spanning over two years—he worked full time on this project.

There was a family type relation between the parties and all was fine until Mr. Curtis died.

Critical to understanding this case is the overall inequitable result of the Court of Appeal's opinion is the actual relation between the parties (they regarded each other as family) and had had informal business relations for

over 15 years (RP 205: 2-4). Their business relations had historically been on a “hand shake” basis with little or no paperwork. Prior to Allen Curtiss’ death, there were not any disputes between the parties regarding their agreements or repayment of the loan (RP 205: 23-25, RP 206: 1-3) (RP 201: 15-25; RP 202:1-25: RP 203). The present lawsuit was brought nearly six (6) years after the loan was made.

In material part the purpose of the loan was to finance the development of the property. The Curtises disbursed \$800,000 of the loan proceeds to an account used by Milosavljevic for this purpose. Later, as the development progressed, the loan proceeds were in fact used by Milosavljevic to pay the hard development costs and for draws to himself to live on while working on the development full time.

When the loan was made, and thereafter, there was no dispute over how the loan was to be repaid. The property would need to be developed and sold. If the Curtises wanted to be paid back prior to building and selling the homes, then Appellant agreed to convey the developed property to them as payment in full. This was his “personal guarantee.” (RP 274: 24-25, RP 275: 1-25). RP 276 12-25, RP 277, RP 278)

After 2011 through early 2017 Milosavljevic paid all expenses, and provided personal services and equipment to develop the real property. He formed the LLC (Exhibits 117, 118, 119, 121). He did most of the physical work (RP 227: 8-11). He was not paid by the LLC or anyone else (RP 229: 2-25; RPW 230; 1-25). He worked full time, 6 days a week on this project

in 2013 and 2014 and thereafter continued work as needed in 2015 and into 2016. (RP 279). Overall he expended more than 2000 man hours on the development (RP 279 18-21). His hourly rate was \$160.00 (RP 280: 1-3). (Milosavljevic is a professional developer and builder of upscale homes. He had built over 300 homes.)

The Curtises paid nothing. They never capitalized the company. The LLC had no funds, and no other assets. It was a single asset LLC with the Hidden Creek property being its only asset. It did not have any funds to buy the land nor to pay any expenses, nor to compensate Milosavljevic for his services and equipment, nor to even pay the property taxes.

In 2017, when the development was about 97% done, Mrs. Curtis advised Milosavljevic that she did not want to proceed with the next phase of building homes and wanted the property sold. Milosavljevic found a buyer who ultimately purchased the property. Milosavljevic was not paid anything.

Milosavljevic testified that it was the parties' original intent and agreement on October 3, 2011 when the Loan Agreement was signed that he would sell the property to pay the Curtises or, if they requested, would convey it to them as payment against the loan. This was the meaning of his "personal guarantee" in the Loan Agreement. Mrs. Curtis testified that the Loan Agreement was not complete regarding payment, however, it was always their intent to pay Milosavljevic for his services and to treat him fairly. Her testimony included:

Q. Okay. Does Exhibit Number 1 or 113 [the Loan Agreement] represent the complete agreement between the parties at the time it was signed.

A. No.

RP at 151, ln 16-20.

Q. Was it your expectation that when Milo worked for you that he would be compensated for the services he performed?

A. Yes.

RP 179 lines 21-24, objection overruled 180 Lines 4-6

Q. It was your expectation that he would be paid; is that right?

A. Yes.

Rp 180- lines 7-9

Conclusion 6 (CP 449-450) incorporates the schedule of development costs paid by Appellant and refers to these as “credits” which encompasses payment. This was his “personal guarantee.” (RP 274: 24-25, RP 275: 1-25). RP 276 12-25, RP 277, RP 278)

There were no findings or conclusions that the Milosavljevic’s conveyance of the property or payment of development expenses were “gifts” or that he was a volunteer.

Because of the Deadman’s Statute (RCW 5.60.030) the trial court did not allow or admit any evidence of the parties’ conversations, agreements or transaction other than what occurred on October 3, 2011. This lawsuit was filed on the eve of the statute of limitations nearly six years later.

E. ARGUMENT WHY REVIEW SHOULD BE GRANTED

The trial court's decision, while unclear was based on her belief that Hidden Creek was the Curtis' agent to receive the property, and that the Curtises clearly benefited from the conveyance of the property and its development by Milosavljevic. Its decision was also well founded in equity.

The trial court's decision giving Milosavljevic credits can be affirmed on the basis of unjust enrichment, an implied agreement at law or quantum merit, and piercing a corporate veil. Matters in equity are reviewed de novo. A trial court's decision is to be affirmed if the decision can soundly rest on any ground. *Rosenthal v. Tacoma*, 31 Wash.2d 32, 195 P.2d 102. (1948); *Losli v. Foster*, 37 Wn.2d 220, 222 P.2d 824, (1950).

The evidence in this case was sparse due to the application of the Deadman's Statute, RCW 5.60.030. The trial court did not allow testimony as to the parties' conversations or agreements which involved Alan Curtis, with the exception of conversations on October 3, 2011. Given this restriction the court looked toward implied agreements and equity. The trial judge regarded Hidden Creek to be the Curtis' agent, although this was stated only in her oral decision.

1. The Supreme Court Should Accept Review Because This Case Allows the Court to Elaborate On The Nature Of Benefits Which Support Unjust Enrichment.

This court should accept review in order to clarify and elaborate on the nature of benefits which are or could be the basis of unjust enrichment.

The effect of the Court of Appeal's decision is that Milosavljevic has never been paid or received any compensation for the property, expenses, services or equipment. However, the Curtises received a 1.4 million dollar benefit for free. The fact that the property was conveyed to the LLC formed by Milosavljevic for the Curtis's benefit does not change this. This benefit is even recognized by federal tax regulations which impose taxes on the member of a single member LLC since it is a pass through entity and the sole member is the one who receives the benefits.

On a rudimentary accounting asset basis the LLC had no value before the conveyance, and \$550,000 afterward; and its value increases as the property is developed and Milosavljevic pays all of the development costs of over \$434,000, and increases for the value of his services. Upon completion the property was worth 1.4 million or more. The benefit to Curtis was an asset whose value went from -0- to 1.4 million dollars because of Milosavljevic, conveyance of the property itself, payment of expenses, and its development.

In *Family Med. Bldg., Inc. v. Dep't of Social & Health Servs.*, 37 Wn.App. 662, 670, 684 P.2d 77 (1984), aff'd, 104 Wn.2d 105, 702 P.2d 459 (1985) the Court of Appeal concluded that a person confers a **'benefit' upon another if he performs services beneficial to or at the request of the other, or in any way adds to his security or advantage.**" The present case allows the Supreme Court to add clarification as to what "benefit"

means and when it is inequitable for another to retain benefits when the benefit provider is never compensated. This is important because the The Court of Appeal's decision effectively undermines the very historical purpose and basis of unjust enrichment and lays a foundation for future decisions to limit its application.

Historically, an underlying principle of the doctrine of unjust enrichment is that a party who receives a benefit that he or she desires, under circumstances rendering retention of the benefit without providing compensation inequitable, must compensate the provider of the benefit. *Young v. Young*, 164 Wn.2d 477, 191 P.3d 1258, (2008). The obligation to repay the debt or disgorge the value of the received benefit focuses on the receiver of the benefit, not on the provider of the benefit. See Restatement of Restitution, Quasi Contracts and Constructive Trusts. § 155(1) (1937).

In *Young v. Young*, Id. the Supreme Court held that unjust enrichment is the method of recovery for the value of the benefit retained absent any contractual relationship because notions of fairness and justice require it. See *Bailie Commc'ns, Ltd. v. Trend Bus. Sys., Inc.*, 61 Wn. App. 151, 160, 810 P.2d 12 (1991). "Unjust enrichment occurs when one retains money or benefits which in justice and equity belong to another." Id. Justice and equity is the province of the trial court. In the context of the present case, the trial court's decision of awarding a credit falls within the underlying principles of unjust enrichment.

Historically the concept of a benefit has been construed liberally. *Family Med. Bldg., Inc. v. Dep't of Social & Health Servs.*, 37 Wn.App. 662, 670, 684 P.2d 77 (1984), aff'd, 104 Wn.2d 105, 702 P.2d 459 (1985). The language adding to "his security or advantage" connotes a broad range of benefits.

The scope of benefits should thus include both direct and indirect benefits. Washington has not clearly addressed the concept of indirect benefits. However, courts in other jurisdiction has embraced a policy that "benefits" include both direct and indirect benefits. For example, in *Paschall's, Inc., v. Dozier* 407 S.W.2d 150, (1966) the court concluded that the plaintiff could recover **for any benefit** if the defendant's retention of the benefit would be unjust. Id. at 154. *See, also, Hirsch v. Bank of Am.*, 107 Cal.App.4th 708, 132 Cal.Rptr.2d 220, 229 (2003) (holding that to confer a benefit, the plaintiff need not pay the money directly to the defendant); *HPI Health Care Servs., Inc. v. Mt. Vernon Hosp., Inc.*, 131 Ill.2d 145, 137 Ill.Dec. 19, 545 N.E.2d 672, 679 (1989); *State ex rel. Palmer v. Unisys Corp.*, 637 N.W.2d 142, 155 (Iowa 2001).

The Court of Appeals side steps the concept of benefits which are indirect, which Milosavljevic submits fall within the scope of those which provide "security or advantage." The Court of Appeals' decision thus sets a dangerous precedent for future cases. This is particularly true where the interplay between alternative equitable remedies, such as unjust enrichment and quantum merit, is often confusing.

Some courts have suggested indicia that indirect benefits may be sufficient to support unjust enrichment. This was the situation in *Farwest Steel Corp. v. Mainline Metal Works, Inc.*, 48 Wn.App. 719, 732, 741 P.2d 58. (1987). In this case, the court found that the general contractor Hensel received an indirect benefit when the materials sold by materialman Farwest to subcontractor Mainline were used in the construction of a building. Farwest was not by paid by Mainline. The court concluded that the use of the materials in the construction of a building was a benefit. However, under the limited facts of that case the benefit was unjust because: Hensel (a) did not acquiesce or encourage the enrichment, (b) did not mislead Farwest in any way, (c) did not contribute to Farwest's loss in any way, and (d) had already paid Mainline \$200,000 of a \$225,000 contract. *Id.*

The Court of Appeals' decision in the present case, however, undermines the implication of Farwest by effectively concluding that Curtis did not get any benefit because of Hidden Creeks II, LLC was a corporate entity. The court did not consider or address whether this was a single member pass through entity and that any benefit to the LLC also necessarily benefited its only owner, nor factor in that 100% of the net sale proceeds are distributable to the sole owner, who in fact never capitalized the company. This is income which passes directly to the Curtises.

Since the Curtiss never capitalized Hidden Creek, it had no means or ability to pay Milosavljevic. For the LLC to pay him would have

required the Curtises to capitalize the LLC with sufficient funds to pay for the property, and the development costs. They would have needed to contribute about \$1,000,000 to the company. While the facts of this case are most consistent with the parties' expressly or implied agreeing that Milosavljevic was to receive a credit against the loan obligations, if there is no credit then the only alternative conclusion is that Curtises intended to defraud Milosavljevic and duped him to develop the property with no intent to pay him (or give him credit). Bottom line is that Curtises in fact received a measurable benefit of 1.4 million dollars and that Milosavljevic is entitled to a credit on the basis of unjust enrichment as credit against the loan obligation.

Other courts have concluded that any form of advantage has a measurable value including the advantage of being saved from an expense or loss. *Lawrence Warehouse Co. v. Twohig*, 224 F.2d 493, 498 (8th Cir.1955). A similar result was reached in *Costanzo v. Lawrence*, 64 Wn. 2d 901 395 P.2d 93 (1964) where a partnership was found liable for a contract entered into personally by one of the partners. In this case, Costanzo sold a large quantity of hay to Lawrence. He then "transferred, set-over and sold" the hay to Harris who was also his partner. The partnership thus benefited by the hay its cattle consumed. Consumption of the hay was a savings of an expense. The partnership received an indirect benefited of hay purchased by Lawrence. However, it was enriched and the

court concluded that it was unjust for the partnership to receive the benefits without payment for the hay.

Unjust enrich precepts were also followed in *In Harrison v. Puga*, 4 Wn.App. 52, 480 P.2d 247, (Div. 1 1971). Here the court found the defendant was personally liable because disregarding the corporate entity was appropriate to avoid circuitous litigation. The court awarded restitution on the basis of unjust enrichment.

2. The Supreme Court Should Accept Review Because It Provides The Court An Opportunity To Clarify The Interplay Between Various Equitable Remedies and Piercing The Corporate Veil.

The Supreme Court should accept review because this case provides an opportunity to clarify the interplay between equitable remedies such as unjust enrichment and quantum merit, and the concept of “natural justice” which is grounds to pierce the corporate veil. The Court of Appeals’ decision opens the door to erosion of the equitable remedies including piercing the veil when respecting a corporate form works an “injustice.”

It has long been recognized that a person doing business as a corporation has personal liability when the corporation has been intentionally used to violate or evade a duty owed to another. *Meisel v. M&N Modern Hydraulic Press*, 97 Wn. 2nd 403 (1982). This occurs when there is some type of manipulation of the corporate form for the benefit of the shareholders and to the detriment of its creditors. *Id* at 410.

Member managers of an LLC have personally liable for the company's debts, obligations, and liabilities if respecting the LLC form would work injustice. *Wash. Water Jet Workers Ass'n v. Yarbrough*, 151 Wn.2d 470, 503, 90 P.3d 42 (2004), *cert. denied*, 543 U.S. 1120 (2005); *Meisel v. M & N Modern Hydraulic Press Co.*, 97 Wn.2d 403, 410, 645 P.2d 689 (1982).

Common grounds for piercing of the corporate veil is to include actual or constructive fraud, misrepresentation, or some form of manipulation of the corporation to the stockholder's benefit and creditor's detriment. *Morgan v. Burks*, 93 Wash.2d 580, 611 P.2d 751 (1980) *Truckweld Equipment Co., Inc. v. Olson*, 26 Wn.App. 638, 618 P.2d 1017, (Div. 2 1980).

This includes situations in which a corporation is so thinly capitalized that it manifests a fraudulent intent, *Id.* (See *Frigidaire Sales Corp. v. Union Properties, Inc.*, supra 88 Wash.2d at 404, 562 P.2d 244 (1977)). It also includes financial gutting a corporate entity by a controlling shareholder to the detriment of creditors. *Morgan v. Burks*. *Id.* 585, 611 P.2d 751 (1980). *Meisel v. M & N Modern Hydraulic Press Co.*, 97 Wn.2d 403, 410, 645 P.2d 689 (1982) (quoting *Truckweld Equip. Co. v. Olson*. 26 Wn.App. 638, 645, 618 P.2d 1017(1980).

The doctrine of imposing personal liability on a corporate owner may also be warranted on the basis of avoiding circuitous actions. This was the case in *Harrison v. Puga*, 4 Wn.App. 52, 480 P.2d 247, (Div. 1 1971)

in which the court imposed liability against the owner of a corporation on the basis of *unjust enrichment*. The court commented,

Notwithstanding that plaintiff's rights are initially against a corporation, the corporate entity may likewise be disregarded as a matter of convenience, e.g., to avoid circuitous action. Whether or not the defendant's overt intent was to disregard the corporate entity may be, but is not necessarily involved.

Id. Wn. App. 64.

The court imposed joint liability on the corporation and its owner. The court's rationale was that the above rule likewise applies because if the court did not disregard the corporate entity then plaintiffs will be compelled to obtain judgment against the owner. "This circuitous and more expensive remedy may be obviated since no innocent third party rights are involved. By disregarding the entity of the corporation, we may award judgment directly against the defendant. *Knight v. Burns*, 22 Ohio App. 482, 154 N.E. 345 (1926). At the same time we will thereby be enforcing plaintiffs' rights under the contract of March 27, 1967 and providing a restitution remedy in their favor against defendant for unjust enrichment.

Id. at Wn. App. 64.

In reversing the trial court in the present case, the Court of Appeals is restricting the scope and application of equitable precepts which have been recognized by other Washington courts, and which should more clearly be enunciated by the Supreme Court to avoid miscarriages of justice.

3. *The Court of Appeals Should Accept This Case To Do Justice or to Remand to the Trial Court.*

The trial judge in this case sought to do what it deemed to be right after hearing all of the evidence and listening to the witnesses. The court's conclusions were clear and beyond question that Milosavljevic was entitled to a credit, and itemized his payments of expenses on the incorporated spreadsheets. Any deficiencies in the court's findings and legal conclusions are clarified by the judge's oral decision. She deemed Hidden Creek II, LLC as simply being the Curtis' agent of receiving the property and benefits.

The trial court's oral decision adds insight into understanding the trial court's findings and conclusions. The trial court embraced the concept that the LLC was the Curtis' agent to receive payment. In her oral ruling the trial judge explained her ruling:

I am not making any findings as to—other than the finding that the Curtises are the principal agents of the LLC and therefore they derive the benefit and that they—and that the LLC acted essentially as their agent in terms of the conveyance.

CP 371 Line 16 23.

The court concluded that Milosavljevic was entitled to “credits” in Conclusion 6 (CP 449-450). The court's conclusion included implied findings of fact which the Court of Appeals may consider. This situation arose in *Harrison v. Puga*, 4 Wn.App. 52, 480 P.2d 247, (Div. 1 1971) wherein the court recognized the “credits” despite the absence of express findings as to why they were awarded. The court indicated:

It is true that the court made no express finding on the question of whether the sums totaling \$8,500 were part of the \$20,000 payment condition called for in paragraph four A. Nevertheless the court could have found, and we are of the opinion that the court impliedly found, that the initial \$1,000 was paid pursuant to the requirements of the contract and that \$7,500 was paid as part of the \$20,000 described in paragraph four A.

Id. 4 Wn. App. 62, and went on to explain.

So far as the contract was concerned, credit for the \$7,500 was actually extended to the defendant for his account rather than extended to the insolvent corporation alone. Accordingly, the payments so made or advanced to the corporation, all at the defendant's request, did not extinguish defendant's personal obligation to repay the money under principles of restitution. (citations omitted.)

Id. 4 Wn. App. 62.

The analysis in Harrison is consistent with the conclusions entered by the trial court in the present case. While embodied in the conclusions, the trial court had found that Milosavljevic had paid the expenses, and that “credit” was appropriate because it was effectively a payment. This was consistent with the Loan Agreement’s “personal guarantee” and the parties agreed manner of payment being from the sale of the property.

To the extent findings are insufficient, then a trial court's failure to enter findings of fact and conclusions of law allows a case to be remanded to the trial court for additional or formal entry of written findings and conclusions unless the record is adequate for review for a decision. *Just Dirt, Inc. v. Knight Excavating, Inc.*, 138 Wn. App. 409, 416, 157 P.3d 431 (2007); *Shelden v. Dep't of Licensing*, 68 Wn. App. 681, 685, 845 P.2d 341

(1993) (citing *Peoples Nat'l Bank of Washington v. Birney's Enterprises, Inc.*, 54 Wn. App. 668, 775 P.2d 466 (1989)).

The effect of the Court of Appeal's decision is to change the amount of damages awarded to the Respondent as computed in Conclusion of Law No. 6 (CP 449-450). A trier of fact has discretion to award damages which are within the range of relevant evidence. *Cultum v. Heritage House Realtors, Inc.*, 103 Wn.2d 623, 633, 694 P.2d 630 (1985)). The amount of damages is a matter to be fixed within the judgment of the fact finder. *Razor v. Retail Credit Co.*, 87 Wn.2d 516, 554, P.2d 1041 (1976).

The Court of Appeals erred in reversing the trial court's award of credits as payments. This guarantees more and circuitous litigation, and creates ambiguities in precepts recognized in other decisions, which should be now clarified.

VII. CONCLUSION

Milosavljevic requests this Court to grant review. The issues raised in this case would allow this Court to clarify the elements of equitable relief and avoid circuitous litigation.

Respectfully submitted this 10th day of December, 2019.

Law Offices of Edward P. Weigelt, Jr.

s/ Edward P. Weigelt, Jr.

By: Edward P. Weigelt, Jr. WSBA 12003

FILED
SUPREME COURT
STATE OF WASHINGTON
12/10/2019 12:52 PM
BY SUSAN L. CARLSON
CLERK

NO. 78248-7-I
(consolidated with No 78405-6 and 78340-8)

COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION ONE AT SEATTLE

VLADEN R. MILOSAVLJEVIC,

Defendant/Appellant,

v.

MARGARET L. CURTIS, individually and as the
Personal Representative of the Estate of Allen L. Curtis,

Plaintiff /Respondents.

APPENDIX WITH EXHIBITS TO
PETITION FOR REIVEW

Law Offices of Edward P. Weigelt, Jr.
Edward P. Weigelt, Jr. WSBA 12003
9222 36th Ave. SE. Everett, WA. 98208
(425) 346-1646 eweigeltjr@msn.com
Counsel for Appellant Milosavljevic

APPENDIX

Exhibit 1 COA Decision

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

MARGARET L. CURTIS, individually and
as Personal Representative of the Estate
of Allen L. Curtis,

Respondent/Cross-Appellant,

v.

VLADAN R. MILOSAVLJEVIC,

Appellant/Cross-Respondent,

LARI-ANNE MILOSAVLJEVIC, HIDDEN
CREEK II, LLC, ROCK & SHIELD, LLC,
MEADOWDALE MARINA, LLC, and
ICARUS HOLDING, LLC,

Defendants.

No. 78248-7-I
(Consolidated with No. 78405-6
and No. 78340-8)

DIVISION ONE

UNPUBLISHED OPINION

FILED: October 14, 2019

CHUN, J. — The trial court concluded Vladan Milosavljevic owed \$1,268,528.16 on a \$1.4 million loan obligation to Margaret Curtis and the Estate of Allen Curtis (collectively, Curtis). In arriving at the figure, the court applied offsets against the debt for (1) Milosavljevic's conveyance of a property to Hidden Creek II, LLC, of which the Curtises were the sole members, and (2) his subsequent expenditures incurred in developing the property.

On appeal, Milosavljevic argues the limitations period on the loan agreement claim expired prior to suit and, in the alternative, that he should have received credit against the loan obligation for his personal services rendered in

developing the property. Milosavljevic also argues the trial court erred in its computation of the credits.

Curtis cross-appeals, arguing the trial court should not have applied offsets against the loan obligation because the transfer and expenditures solely benefited Hidden Creek, and no legal basis exists for veil-piercing. Curtis also asserts that, under a previously discharged bankruptcy plan, Milosavljevic already owed a deed of trust on the transferred property; hence, Curtis argues, this constitutes another reason why the trial court should not have applied an offset for the transfer. Finally, Curtis claims the trial court erred in denying interest on a \$239,404.80 payment by Milosavljevic, which he owed under his bankruptcy plan.

We affirm the trial court's determination that a six-year statute of limitations governs the loan agreement. But because Milosavljevic's transfer of property and expenditures benefitted Hidden Creek—and no basis exists for veil-piercing—we reverse the trial court's application of offsets to the debt. Additionally, we affirm the trial court's conclusion that Milosavljevic does not owe interest on the \$239,404.80 payment. Because of the discharge of Milosavljevic's bankruptcy plan, the payment qualifies as voluntary.

I. BACKGROUND

On February 18, 2010, Milosavljevic filed a chapter 11 bankruptcy petition in the United States Bankruptcy Court for the Western District of Washington. Allen and Margaret Curtis filed a claim for \$3,259,615.59 in the case.¹

¹ A prior loan agreement, not at issue in this case, formed the basis for this claim.

The terms of the bankruptcy plan provided for the Curtises to receive the balance of a settlement payment due to Milosavljevic and a deed of trust on certain property in Bothell (Kenmore parcel). In addition, the Bankruptcy Court held \$248,214.76 for potential claims the IRS may have against Milosavljevic. The Bankruptcy Court expected that the IRS would find Milosavljevic owed no tax during the period relevant to bankruptcy, and ordered that in the event these held funds exceeded the IRS claim, the remainder be disbursed to the Curtises. On September 16, 2011, the Curtises received partial payment of their bankruptcy claim in the amount of \$1,401,155.14; but Milosavljevic never granted the deed of trust on the Kenmore parcel.

The Curtises made a new loan of \$1.4 million to Milosavljevic. On October 3, 2011, Milosavljevic and the Curtises entered into a written loan agreement providing as follows:

LOAN AGREEMENT b/n VLADAN MILOSAVLJECIV [sic] & ALLEN and MARGARET CURTIS

I, VLADAN MILOSAVLJEVIC, will pay ALLEN AND MARGARET CURTIS, our loan of \$1,400,000.00 (one million-four hundred-00 dollars)

My personal guarantee, is [the Kenmore parcel]

[Signed by Milosavljevic and the Curtises.]

On February 13, 2012, the IRS amended its claim to \$0.00, and the Bankruptcy Court ordered that the \$248,214.76 held in its registry be released to Milosavljevic's counsel. The Bankruptcy Court directed Milosavljevic's counsel to disburse some of the funds to himself and the United States Trustee's office, and the balance of the funds—\$239,404.80—to the Curtises. On April 10, 2012,

Milosavljevic withdrew the funds in cash but did not transfer the proceeds to the Curtises. Milosavljevic's counsel, however, reported to the Bankruptcy Court that payment had been made to the Curtises pursuant to the terms of the chapter 11 plan. On April 20, 2012, the Bankruptcy Court entered an Order Discharging Debtors and Final Decree Closing Case for the plan ("Order of Discharge").

On March 12, 2013, Milosavljevic formed Hidden Creek, a limited liability company, designating himself as the manager and the Curtises as the only members. On March 14, 2013, Milosavljevic conveyed the Kenmore parcel to Hidden Creek; the property's value amounted to \$550,000 at the time of transfer. After the transfer, Milosavljevic worked to improve the property and incurred \$434,526.96 in out-of-pocket expenses in doing so. Milosavljevic also claimed at trial to have worked over 2,000 hours to develop the Kenmore parcel.

Allen Curtis died on December 31, 2015. Margaret Curtis, his wife, serves as the personal representative of his estate. According to Milosavljevic, after Allen Curtis's death, Margaret Curtis encouraged him to continue development of the Kenmore parcel and ready it for sale. On February 8, 2017, Curtis filed a complaint against Milosavljevic seeking, among other claims, recovery of the loaned \$1.4 million.

Milosavljevic paid \$239,404.80 to Curtis on May 1, 2017.

On October 27, 2017, Curtis moved for summary judgment. In response, Milosavljevic argued that the three-year limitations period of RCW 4.16.080 barred the suit. On December 1, 2017, the trial court denied Curtis's motion. On December 8, 2017, Curtis moved for reconsideration, requesting either summary

judgment on the note or partial summary judgment on Milosavljevic's affirmative defenses, including his statute of limitations defense. In an order reconsidering its denial of Curtis's summary judgment motion, the trial court granted partial summary judgment and struck the statute of limitations defense. It concluded that, whether analyzed as a negotiable instrument under RCW 62A.3-104 or as a written contract, the six-year limitations period applied to the loan agreement.

The matter proceeded to a bench trial in 2018. In its Findings of Fact and Conclusions of Law, the trial court concluded that Milosavljevic owed payment under the loan agreement, but applied offsets for (1) Milosavljevic's conveyance of the Kenmore parcel to Hidden Creek, and (2) his out-of-pocket expenses incurred in developing the property. After its computation of this sum, the court concluded Milosavljevic owed \$976,235.46 in principal and \$292,292.71 in prejudgment interest, applying the transfer and expenditures first to accrued interest and then to principal.² In addition, the trial court concluded the Order of Discharge discharged all of Milosavljevic's obligations under the Chapter 11 plan, rendering the \$239,404.80 payment voluntary with no interest owing. Both sides appeal.

² In its Findings of Fact and Conclusions of Law, the trial court stated that Milosavljevic owed \$974,094.07 in principal and \$291,443.70 in pre-judgment interest, "As calculated in Attachment A." These figures appear to be in error, as they differ from the calculations in Attachment A and those in the trial court's Judgment. The parties appear to agree that, under the judgment, Milosavljevic owes \$976,235.46 in principal and \$292,292.71 in interest.

II. ANALYSIS

A. Appeal from Order Granting Reconsideration of Denial of Summary Judgment

Milosavljevic argues that the trial court erroneously concluded that a six-year limitations period governs the parties' loan agreement. He contends that the three-year statute of limitations, RCW 4.16.080(3), applies to the agreement, which he characterizes as a partially integrated contract.³ Curtis argues the trial court properly concluded otherwise.⁴ We agree with Curtis.

We review de novo an order granting summary judgment and perform the same inquiry as the trial court. Owen v. Burlington N. & Santa Fe R.R., 153 Wn.2d 780, 787, 108 P.3d 1220 (2005). "Summary judgment is available only if the pleadings, depositions, answers to interrogatories, admissions on file, and any affidavits show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Bogle and Gates, PLLC v. Holly Mountain Res., 108 Wn. App. 557, 560, 32 P.3d 1002 (2001). We will not reverse a court's ruling on reconsideration absent a showing of manifest abuse of discretion. Hook v. Lincoln County. Noxious Weed Control Bd., 166 Wn. App. 145, 158, 269 P.3d 1056 (2012). "A trial court abuses discretion when

³ RCW 4.16.080: "The following actions shall be commenced within three years: . . . (3) Except as provided in RCW 4.16.040(2), an action upon a contract or liability, express or implied, which is not in writing, and does not arise out of any written instrument[.]"

⁴ As an alternative basis for concluding the six-year limitations period governed the loan agreement, the trial court determined the loan agreement constituted a negotiable instrument as defined by RCW 62A.3-104. On appeal, Milosavljevic argues the court erred in reaching this finding; Curtis concedes error is likely. Because we ultimately conclude the trial court properly determined the loan agreement is governed by a six-year statute of limitations as a contract in writing, we decline to examine whether the loan agreement may also be a negotiable instrument.

its decision is based on untenable grounds or reasons.” Wilcox v. Lexington Eye Inst., 130 Wn. App. 234, 241, 122 P.3d 729 (2005).

“A written agreement for purposes of [RCW 4.16.040(1)’s six-year] limitation period must contain all essential elements of the contract, which include the subject matter, parties, terms and conditions, and price or consideration.” Urban Dev., Inc. v. Evergreen Bldg. Prods. LLC, 114 Wn. App. 639, 650, 59 P.3d 112 (2002). Additionally, “a borrower’s promise to repay loaned funds is . . . an essential element of a loan agreement.” Nat’l Bank of Commerce of Seattle v. Preston, 16 Wn. App. 678, 680, 558 P.2d 1372 (1977). But “if resort to parol evidence is necessary to establish any material element then the contract is partly oral and the 3-year statute of limitations applies.” Nat’l Bank of Commerce of Seattle, 16 Wn. App. at 679. To decide whether an agreement is written, or partly oral and partly in writing, a court must consider “all relevant, extrinsic evidence, either oral or written That is a question of fact.” Barber v. Rochester, 52 Wn.2d 691, 698, 328 P.2d 711 (1958). If the loan agreement contains all essential elements, then it constitutes a written agreement subject to a six-year statute of limitations.

We review only the pleadings, depositions, answers to interrogatories, admissions on file, and any affidavits available to the trial court at the time of decision to determine whether the loan agreement was a contract in writing. See Bogle & Gates, PLLC, 108 Wn. App. at 560. In addition, because the order of reconsideration effectively granted partial summary judgment on Milosavljevic’s

statute of limitations defense, we draw all reasonable inferences in his favor.

See Bogle & Gates, PLLC, 108 Wn. App. at 560.

The loan agreement includes the essential elements of the subject matter, parties, consideration, and promise to repay loaned funds: Milosavljevic promised to repay \$1.4 million in loaned funds back to the Curtises.⁵

RCW 9.52.010 supplies the interest rate for the agreement.⁶

Milosavljevic contends that one must resort to extrinsic evidence to understand additional and essential terms and conditions of the agreement; namely, that Milosavljevic was to use some of the funds to develop the Kenmore parcel, that the parties planned to share in the profits of the development of the Kenmore parcel, and his belief that by conveying the Kenmore parcel to the Curtises he satisfied his debt to them. But the evidence available to the trial court at reconsideration does not show that these were essential elements of the loan agreement.⁷

At the stage of the motion for reconsideration and summary judgment, Milosavljevic failed to raise a genuine issue of fact as to whether the loan agreement was a contract in writing. Thus, the trial court did not err in concluding that a six-year limitations period applied to the loan agreement.

⁵ "I, VLADAN MILOSAVLJEVIC, will pay ALLEN AND MARGARET CURTIS, our loan of \$1,400,000 (one million-four hundred-00 dollars)." Milosavljevic's argues that the meanings of "will pay" and "our loan" are ambiguous. His argument is unpersuasive.

⁶ RCW 19.52.010 supplies a 12 percent interest rate "where no different rate is agreed to in writing between the parties."

⁷ Milosavljevic points to testimonial evidence from the trial as a means of establishing that not all essential elements of the loan agreement were in writing. His assignment of error, however, is to the pretrial ruling. Thus, we do not consider this evidence in reaching our conclusion.

B. Appeal from Trial

“Where the trial court has weighed the evidence, our review is limited to ascertaining whether the findings of fact are supported by substantial evidence and, if so, whether the findings support the conclusions of law and the judgment.” Tacoma v. State, 117 Wn.2d 348, 361, 816 P.2d 7 (1991). We review de novo questions and conclusions of law. Sunnyside Valley Irrigation Dist. v. Dickie, 149 Wn.2d 873, 880, 73 P.3d 369 (2003).

1. Loan Agreement Offsets

Milosavljevic argues the trial court properly applied offsets against the loan obligation for his transfer of the Kenmore parcel to Hidden Creek and his expenditures in developing the property, but that the trial court improperly denied offsets for his personal services in developing the property. Curtis argues no offsets can be properly applied because Milosavljevic's transfer, expenditures, and services benefitted Hidden Creek, and not the Curtises. We conclude that the trial court improperly applied offsets against the loan obligation.

Here, under the loan agreement, Milosavljevic owed an amount to the Curtises. Milosavljevic's expenditures, personal services, and conveyance of the Kenmore parcel, however, benefitted Hidden Creek. The LLC form protects its members from personal liability on the LLC's obligations. RCW 25.15.126. As such, the Curtises could not be personally liable to Milosavljevic with respect to benefit he conferred upon Hidden Creek. The liabilities in question were not between the same parties, indicating they could not be properly offset against

each other. Cf. Johnson v. California-Washington Timber Co., 161 Wn. 96, 103, 296 P. 159 (1931) (separate liabilities between the same parties may be offset).

Notwithstanding the foregoing, the trial court applied offsets against the loan obligation for Milosavljevic's expenditures and conveyance of the Kenmore parcel to Hidden Creek. It is unclear under what theory the trial court did so. Disregard of the LLC form appears to be the most likely justification.⁸ Cf. In re Rapid Settlements, Ltd.'s Application for Approval of Transfer of Structured Settlement Payment Rights, 166 Wn. App. 683, 691-695, 271 P.3d 925 (2012) (allowing offset despite no mutuality of obligation because veil-piercing was justified).

A court "may disregard the LLC entity to impose personal liability on the LLC's members." Landstar Inway, Inc. v. Samrow, 181 Wn. App. 109, 123, 325 P.3d 327 (2014). In doing so, the court applies the same test as is used to pierce the corporate form and apply liability on a corporation's shareholders. Landstar Inway, 181 Wn. App. at 123; RCW 25.15.061. A court may disregard the LLC form and impose liability on its members in circumstances where (1) the LLC form is used intentionally to violate or evade a duty, and (2) disregard is necessary and required to prevent unjustified loss to the injured party. Meisel v. M & N Modern Hydraulic Press Co., 97 Wn.2d 403, 410, 645 P.2d 689 (1982). A

⁸ The trial court's oral ruling provides:

With regards to the LLC, however, the court cannot ignore that the Curtises are the people who benefit from that transfer to the LLC. They are the only principal agents of the LLC, and the court would find that at least the LLC was an agent of the Curtises' and the receipt of that conveyance was in payment for the – for that loan.

3 Report of Proceeding at 367.

court looks for evidence of fraud, misrepresentation, or some form of manipulation of the LLC to the member's benefit when conducting this analysis. Truckweld Equip. Co. v. Olson, 26 Wn. App. 638, 644-45, 618 P.2d 1017 (1980) (applying the same rule to corporations). The party alleging abuse of the LLC form bears the burden of proof. Jet Boats, Inc. v. Puget Sound Nat'l Bank, 44 Wn. App. 32, 46, 721 P.2d 18 (1986). "The absence of a finding of fact in favor of the party with the burden of proof about a disputed issue is the equivalent of a finding against that party on that issue." Car Wash Enters., Inc. v. Kampanos, 74 Wn. App. 537, 546, 874 P.2d 868 (1994).

Here, none of the trial court's findings of fact demonstrated fraud, misrepresentation, or abuse of the LLC form by the Curtises. Thus, by granting Milosavljevic offsets against the loan for his expenditures and conveyance of the Kenmore parcel to Hidden Creek, the trial court unjustifiably disregarded the LLC form.⁹ Because we determine offsets were improper,¹⁰ we decline to decide whether the trial court properly computed their application to the loan agreement.

⁹ Because doing so would also require piercing the form of Hidden Creek, Milosavljevic is likewise not entitled to any offset for his personal services in developing the Kenmore parcel.

¹⁰ In support of his claim that he is entitled to offsets, Milosavljevic additionally advances an unjust enrichment theory. But he cannot use the theory of unjust enrichment to circumvent the protections of the LLC form. See McKesson HBOC, Inc. v. New York State Common Retirement Fund, Inc., 339 F.3d 1087, 1093-1096 (9th Cir. 2003) (disallowing unjust enrichment claim against a Delaware public corporation where piercing the corporate veil was unjustified); see also QVC, Inc. v. OurHouseWorks, LLC, 649 Fed.Appx. 223, 228 (3d Cir. 2016) ("[P]ermitt[ing] a party that has contracted with a subsidiary to recover damages from a corporate parent on an unjust enrichment theory would allow plaintiffs to evade Illinois corporate liability limitations. QVC cannot use the equitable remedy of unjust enrichment to circumvent state veil-piercing requirements . . ."); see also N. Am. Steel Connection, Inc. v. Watson Metal Prods. Corp., 515 Fed.Appx. 176, 179-181 (3d Cir. 2013) (rejecting an unjust enrichment claim on the basis that piercing the corporate veil was unjustified).

2. Interest on the \$239,404.80 Payment

Curtis argues that the trial court erred by not imposing a 12 percent interest rate on Milosavljevic's \$239,404.80 payment. Milosavljevic argues the trial court properly found no interest due on the payment, because it was rendered voluntary by the Bankruptcy Court's Order of Discharge. We agree with Milosavljevic.

Under 11 U.S.C § 524(a), "any judgment of any court that does not honor [a] bankruptcy discharge is 'void' to that extent." In re Pavelich, 229 B.R. 777, 781 (B.A.P. 9th Cir. 1999). If a state court judgment purports to establish personal liability of a debtor on a discharged debt, the judgment is void. Pavelich, 229 B.R. at 782. A federal court need not give full faith and credit to state court judgments that are void under 11 U.S.C. § 524(a)(1). Pavelich, 229 B.R. at 782.

While state courts cannot "vary the terms of the discharge, they have considerable authority to except particular debts from discharge," and "determine whether a particular debt is or is not within the discharge." Pavelich, 229 B.R. at 783. State court jurisdiction to determine dischargeability is concurrent with federal bankruptcy court jurisdiction. Herring v. Texaco, Inc., 161 Wn.2d 189, 195, 165 P.3d 4 (2007). We review de novo whether a debt is discharged by an order of discharge. See DeAtley v. Barnett, 127 Wn. App. 478, 483, 112 P.3d 540 (2005) (reviewing de novo whether a bankruptcy discharge that discharged the debtor's obligation of performance also discharged the debtor's corresponding right of first refusal).

A bankruptcy court closes a case after the estate is fully administered. 11 U.S.C. § 350(a). A discharge for cause held after notice and hearing discharges all plan debts. 11 U.S.C. § 1141(d)(5)(A). But a discharge does not eliminate a debtor's obligation to pay debts excepted from discharge by 11 U.S.C. § 523. 11 U.S.C. § 1141(d)(2); see also Pavelich, 229 B.R. at 783 (referring to child support debts subject to 11 U.S.C. 523(a)(5), drunk driving injury debts subject to 11 U.S.C. 523(a)(9) as examples of debts that a state court has jurisdiction to decide whether they are exempt from discharge).

The Order of Discharge here granted a discharge under 11 U.S.C. § 1141, and declared that the bankruptcy estate was fully administered and thus closed. The Order of Discharge made no reservation in its grant of discharge under 11 U.S.C. § 1141. The Bankruptcy Court entered the Order of Discharge based on an erroneous understanding that Milosavljevic had fully complied with his obligations to the Curtises. But even if the Order wrongfully discharged the plan, Curtis's debt is not of a kind enumerated by 11 U.S.C. § 523. Additionally, even in full view of the fact that not all facets of the plan were complied with before the original Order of Discharge, the Bankruptcy Court recently declined to vacate the Order of Discharge. Thus, the trial court, acting in concurrent jurisdiction with the federal bankruptcy courts, could not have properly excepted Curtis's debt from discharge.

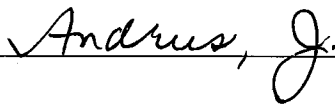
In accord with its determination that the Order of Discharge discharged all of Milosavljevic's Chapter 11 plan obligations, the trial court properly declined to

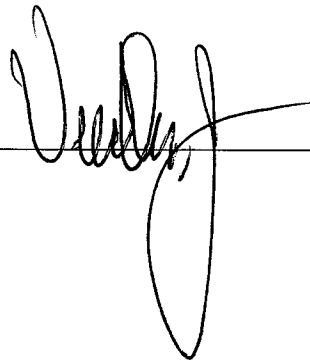
impose interest on the “voluntary payment” of \$239,404.80. The payment was voluntary and as such, no interest is due.

We affirm in part, reverse in part, and remand for further proceedings consistent with this opinion.¹¹



WE CONCUR:





¹¹ In light of the above conclusions, we need not address the other issues raised by the parties.

APPENDIX

Exhibit 2 COA Order denying reconsideration

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION ONE

MARGARET L. CURTIS, individually and
as Personal Representative of the Estate
of Allen L. Curtis,

Respondent/Cross-Appellant,

v.

VLADEN R. MILOSAVLJEVIC,

Appellant/Cross-Respondent,

LARI-ANNE MILOSAVLJEVIC, HIDDEN
CREEK II, LLC, ROCK & SHIELD, LLC,
MEADOWDALE MARINA, LLC, and
ICARUS HOLDING, LLC,

Defendants.

No. 78248-7-I
(Consolidated with No. 78405-6
and No. 78340-8)

DIVISION ONE

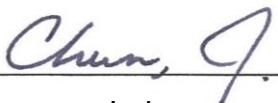
ORDER DENYING MOTION FOR
RECONSIDERATION

Appellant/Cross-Respondent Vladen Milosavljevic filed a motion for reconsideration of the opinion filed on October 14, 2019. Respondent/Cross-Appellant Margaret Curtis did not file an answer to the motion. The panel has determined that the motion should be denied.

Now, therefore, it is hereby

ORDERED that the motion for reconsideration is denied.

FOR THE COURT:



Judge

APPENDIX

Exhibit 3 Trial Court Findings and Conclusions

FILED

2018 MAR 16 PM 2:57

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

Margaret L. Curtis, individually and as Personal
Representative of the Estate of Allen L. Curtis,
Plaintiff,

v.

Vladan R. Milosavljevic, Lari-Anne Milosavljevic,
Rock & Shield, LLC, Meadowdale Marina, LLC,
and Icarus Holding, LLC,
Defendants.

No. 17-2-03077-5 SEA

Judgment

Clerk's Action Required

Judgment Summary

Judgment Creditor:	Margaret L. Curtis, individually and as Personal Representative of the Estate of Allen L. Curtis
Judgment Creditor's attorney:	Rodney T. Harmon
Judgment Debtor:	Vladan R. Milosavljevic
Judgment principal:	\$976,235.46
Interest owed to date of judgment	\$292,292.71
Costs and attorney fees:	-0-

This matter was tried to the court between February 6 - 8, 2017. The Court has entered findings of fact and conclusions of law. And the Court being duly satisfied, now therefore:

It is hereby ordered, adjudged and decreed that judgment shall be entered

Judgment

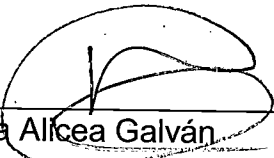
Rodney T. Harmon
Attorney at Law
P.O. Box 1066
Bothell, WA 98041
(425) 402-7800

ORIGINAL

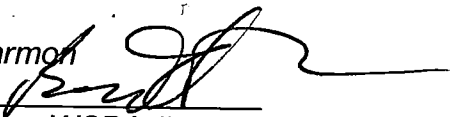
1 against defendant Vladan R. Milosavljevic in the principal amount of \$976,235.46 plus
2 \$292,292.71 in prejudgment interest calculated at the rate of 12% per annum. Post-
3 judgment interest shall be calculated from the date of judgment at the rate of 12% per
4 annum.

5 It is further ordered, adjudged and decreed that all of plaintiff's other claims
6 against the defendants are dismissed with prejudice.
7

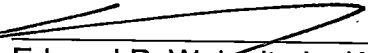
8
9 Dated: 3-16-2018

10
11 
12 _____
13 Veronica Alícea Galván
14 Judge

15 Presented by:

16 /s/ Rodney T. Harmon 
17 Rodney T. Harmon, WSBA #11059
18 Attorney for Plaintiff Margaret L. Curtis

19 Approved as to form; notice of presentation waived:

20
21 
22 Edward P. Weigelt, Jr., WSBA #12003
23 Attorney for Defendants Vladan R. Milosavljevic,
24 Rock & Shield, LLC, Meadowdale Marina, LLC,
25 and Icarus Holding, LLC

26
27 Judgment

29
Rodney T. Harmon
Attorney at Law
P.O. Box 1066
Bothell, WA 98041
(425) 402-7800

FILED

2018 MAR 16 PM 2:57

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

In the Superior Court for the State of Washington
in and for the County of King

Margaret L. Curtis, individually and as Personal
Representative of the Estate of Allen L. Curtis,
Plaintiff,

v.

Vladan R. Milosavljevic, Lari-Anne Milosavljevic,
Rock & Shield, LLC, Meadowdale Marina, LLC,
and Icarus Holding, LLC,
Defendants.

No. 17-2-03077-5 SEA

FINDINGS OF FACTS AND
CONCLUSIONS OF LAW

Trial of this action was held before the undersigned judge on February 6 - 8, 2018. The plaintiff was represented by Rodney T. Harmon and Eric C. Nelsen. Defendants Vladan R. Milosavljevic, Rock & Shield, LLC, Meadowdale Marina, LLC, and Icarus Holding, LLC, were represented by Edward P. Weigelt, Jr. Defendant Lari-Anne Milosavljevic was not represented by counsel, did not attend the trial, and was found to be in default on July 26, 2017. The Court has considered the evidence and the parties' arguments. Being duly advised, now therefore the Court enters the following:

Findings of Fact

Parties

1. Margaret L. Curtis is the personal representative of the estate of her husband,

DEFENDANT OBJECTIONS TO
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Findings of Fact & Conclusions of Law

ORIGINAL

1 Allen L. Curtis, who died on December 31, 2015. Allen and Margaret Curtis were
2 married in 1971.

3 2. At all times material to this action, Vladan R. Milosavljevic and Lari-Anne
4 Milosavljevic were husband and wife. Vladan R. Milosavljevic and Lari-Anne
5 Milosavljevic have been separated and have not resided together as man and wife
6 since the mid 1990's.

7
8 3. Hidden Creek II, LLC is a limited liability company that was formed under the
9 laws of the State of Washington by Vladan R. Milosavljevic on March 12, 2013.
10 Margaret L. Curtis and the Estate of Allen L. Curtis are the only members of Hidden
11 Creek II, LLC. Vladan R. Milosavljevic is not now, and never has been, a member of
12 Hidden Creek II, LLC. Vladan R. Milosavljevic was the sole manager of Hidden Creek II,
13 LLC from its formation until 2017.

14
15 4. Rock & Shield, LLC is a limited liability company that was formed under the laws
16 of the State of Washington by Vladan R. Milosavljevic on September 20, 2011 and he is
17 its sole member.

18 5. Meadowdale Marina, LLC is a limited liability company that was formed under the
19 laws of the State of Washington by Vladan R. Milosavljevic on September 23, 2002.
20 The company is managed by Vladan R. Milosavljevic, whose sister, Slobodanka
21 Stepanovic, is the sole member of the company.

22
23 6. Icarus Holding, LLC is a limited liability company that was formed under the laws
24 of the State of Washington on October 27, 2011. Its sole member and manager is Ovo
25 Management Trust, a revocable living trust whose sole trustee, trustor and current
26

1 beneficiary is Vladan R. Milosavljevic.

2 **Bankruptcy**

3 7. On February 18, 2010, Vladan and Lari-Anne Milosavljevic filed a chapter 11
4 bankruptcy petition in the U.S. Bankruptcy Court for the Western District of Washington
5 under Case No. 10-11677. On the same date, they filed a companion chapter 11
6 petition under Case No. 10-11682 on behalf of their company, MIR Enterprises, LLC.
7 The Court has taken judicial notice of the documents filed in, and proceedings had in,
8 both cases.
9

10 8. Allen and Margaret Curtis filed a claim in Case No. 10-11677, the Milosavljevics'
11 personal Chapter 11 case, in the amount of \$3,259,615.59.

12 9. The Bankruptcy Court approved plans of reorganization in both Cases 10-11677
13 and 10-11682. The approved plan in Case 10-11677 allowed the Curtises'
14 \$3,259,615.59 claim and provided for its payment from the proceeds of a settlement of
15 a lawsuit between the debtors and the City of Brier. The approved plan was not an
16 adjudication of the claim. Under the plan the debtors reserved the right to contest or
17 dispute any claim.
18

19 10. On September 16, 2011, the Curtises received partial payment of their
20 bankruptcy claim in the amount of \$1,401,155.14.
21

22 11. The reorganization plan provided for the balance of the Curtises' claim to be
23 secured by the granting of a deed of trust on real property owned by Vladan and Lari-
24 Anne Milosavljevic in Kenmore, Washington. The real property is legally described as
25 follows:
26

27 DEFENDANT OBJECTIONS TO
28 PLAINTIFF FINDINGS AND CONCLUSIONS
29 AND PROPOSED SUPPLEMENTAL
Findings of Fact & Conclusions of Law

1 The east half of the east half of the south half of the north half of the
2 northeast quarter of the northeast quarter of Section 1, Township 26
North, Range 4 East, Willamette Meridian [**"the Kenmore parcel"**].

3 The deed of trust was never granted.

4 12. The reorganization plan also provided that funds were to be held in the registry of
5 the Bankruptcy Court for potential payment of the claim of the Internal Revenue Service.
6 The amount held in the court registry was \$248,214.76, i.e. the amount of the IRS claim
7 of \$238,214.76 plus an additional \$10,000. On February 13, 2012, the IRS amended its
8 claim to \$0.00. Under the reorganization plan, the Curtises were to receive held-back
9 funds less administrative expenses.
10

11 13. On March 22, 2012, the Bankruptcy Court ordered that the \$248,214.76 held in
12 the court registry be released to the Debtor's counsel, who was directed to disburse
13 some of the funds to himself and the U.S. Trustee's office for fees, and the balance of
14 the funds according to the reorganization plans in Case Nos. 10-11677 and 10-11682.
15

16 14. On April 10, 2012, the Debtor's co-counsel reported to the Bankruptcy Court that
17 \$239,404.80 "was made payable to Allen and Margaret Curtis (through their corporation
18 Ikarus Holding LLC) pursuant to the instructions of the Debtors and the confirmed
19 Chapter 11 plan in this case." On the same date, the Debtor's counsel issued a check to
20 Ikarus Holding, LLC in the amount of 239,404.80. Vladan Milosavljevic negotiated the
21 check and withdrew the funds in cash.
22

23 15. On April 20, 2012, the Bankruptcy Court entered an Order Discharging Debtors
24 and Final Decree Closing Case in Case No. 10-11677.

25 16. On May 1, 2017, Vladan Milosavljevic paid \$239,404.80 to Margaret Curtis.
26

1 **Post-confirmation Loan Agreement**

2 17. In September and October 2011, after confirmation of the Chapter 11 plans,
3 Allen and Margaret Curtis made a new loan of \$1,400,000 to Vladan R. Milosavljevic.
4 Lari-Anne Milosavljevic was not a party to this transaction, did not sign the loan
5 agreement nor receive any of the loan proceeds. On October 3, 2011, Vladan
6 Milosavljevic and the Curtises entered into a written loan agreement (Ex. 1) by which
7 Vladan Milosavljevic agreed to repay the loan. The written agreement does not state a
8 due date or an interest rate. There is no other writing evidencing the terms of the
9 agreement.
10

11
12 18. On March 14, 2013, Vladan and Lari-Anne Milosavljevic conveyed to Hidden
13 Creek II, LLC their fee interest in the Kenmore parcel. The fair value of the Kenmore
14 parcel at the time of the conveyance was \$550,000.
15

16 19. After the transfer, Milo continued to work on behalf of Hidden Creek, LLC as its
17 manager to improve and maintain the Kenmore parcel. Vladan Milosavljevic also
18 advanced \$434,526.96 in out-of-pocket expenses for the improvement of the Kenmore
19 parcel on the dates and in the amounts set forth in the accounting attached hereto.
20

21 20. Vladan Milosavljevic *was not directly compensated by Hidden Creek or*
22 *the Plaintiffs for his development services, but did obtain draws on the loan during*
23 *the time he engaged in this work.*

24 21. Allen and Margaret Curtis and Vladan Milosavljevic have never mutually
25 intended to enter into an accord and satisfaction regarding the October 3, 2011 loan
26

1 agreement.

2 **Subsequent Transfers**

3 22. In February 2012, Rock & Shield LLC acquired the real property described as:
4 The south half of the north half of Government Lot 4, Section 6, Township 26 North,
5 Range 5 East, Willamette Meridian, in King County, Washington ["**the Bothell parcel**"].
6 Rock & Shield LLC platted the Bothell parcel into 23 lots and sold it on June 14, 2016
7 for \$4,750,000.
8

9 23. The net sale proceeds from the sale of the Bothell Parcel, in the amount of
10 \$4,381,762.42, were paid out of escrow to Meadowdale Marina, LLC on June 15, 2016.
11 The funds were deposited in Meadowdale Marina's account at Bank of America.
12

13 24. On June 21, 2016, from its account at Bank of America, Meadowdale Marina,
14 LLC paid \$1,499,056.26 to Fidelity National Title Company for the benefit of Icarus
15 Holding, LLC. On that same date, Icarus Holding, LLC used those funds to purchase a
16 5-acre parcel of real property commonly known as 140th PL NE, Woodinville, WA
17 98072 for \$1,500,000. The real property is legally described on Exhibit 12. No value
18 was given in exchange for the transfer.

19 25. On July 1, 2016, Meadowdale Marina, LLC, from its account at Bank of America,
20 Meadowdale Marina, LLC paid \$1,841,600.88 to Chicago Title Insurance Company for
21 the benefit of Icarus Holding, LLC. On July 5, 2016, Icarus Holding, LLC used those
22 funds to purchase an 8-acre parcel of real property commonly known as 16725 140th
23 Ave NE, Woodinville, WA 98072 for \$1,850,000. The real property is legally described
24 in Exhibit 14. No value was given in exchange for the transfer.
25

1 26. Icarus Holding, LLC currently holds title to the fee simple estate of both parcels.

2 27. The Curtisses are not creditors of Rock and Shield, Meadowdale Marina, nor
3 Icarus Trust. None of these entities owe any monies or have any financial obligations to
4 the Curtisses.

5 **Conclusions of Law**

6 1. The Court has personal jurisdiction over the parties to this proceeding. Hidden
7 Creek II, LLC is not a party to this proceeding.

8 2. The Court has jurisdiction over the subject matter of this action.

9 3. The Order Discharging Debtor and Final Decree Closing Case entered by the
10 United States Bankruptcy Court on April 20, 2012 in Case No. 10-11677 (Ex. 30)
11 discharged Vladan and Lari-Anne Milosavljevic from all of their obligations under the
12 chapter 11 plan confirmed in that case.

13 4. Allen and Margaret Curtis and Vladan Milosavljevic did not enter into an accord
14 and satisfaction regarding the October 3, 2011 loan agreement (Ex. 1).

15 5. Plaintiff is not entitled to judgment against Vladan Milosavljevic and Lari-Anne
16 Milosavljevic for interest on the \$239,404.80 payment made on May 1, 2017 because it
17 was the voluntary payment of a debt owing under the Milosavljevics' chapter 11 plan
18 that was discharged by the April 20, 2012 order (Ex. 30).

19 6. Payment under the loan agreement is due and payable in the principal amount of
20 \$1,400,000 plus interest at the rate of 12% per annum from the October 3, 2011, with
21 credit for (a) the value of the Kenmore parcel at the time of its transfer to Hidden Creek
22

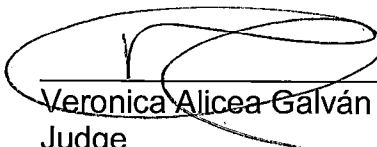
1 II, LLC and (b) the expenses advanced by defendant Vladan Milosavljevic as of the date
2 of payment. Attached hereto is an accounting accurately allocating these credits. As of
3 the date of this judgment, there is owing from Vladan Milosavljevic to plaintiff the
4 principal amount of \$974,094.07 and \$291,443.70 in pre-judgment interest. *AS calculated*
5 *in Attachment A.*

6 7. The Milosavljevics' conveyance of the Kenmore parcel to Hidden Creek II, LLC
7 did not satisfy any of their obligations under their chapter 11 plan because those
8 obligations were discharged by the April 20, 2012 order (Ex. 30).

9 8. The transfer of funds from Rock & Shield, LLC to Meadowdale Marina, LLC in
10 June 2016 (Exs. 8, 9, 10) was not a voidable transfer as to plaintiff under the Uniform
11 Voidable Transfers Act, Chapter 19.40, RCW because defendant Vladan Milosavljevic
12 was not insolvent as a result of the transfer.

13 9. Judgment should be entered on plaintiff's claim against Vladan Milosavljevic for
14 breach of the loan agreement. All of plaintiff's other claims against the defendants
15 should be dismissed with prejudice.
16

17
18 Date: 3-16-2019

19
20 
21 Veronica Alicea Galván
22 Judge

23 Presented by:
24
25

26
27 DEFENDANT OBJECTIONS TO
28 PLAINTIFF FINDINGS AND CONCLUSIONS
29 AND PROPOSED SUPPLEMENTAL
Findings of Fact & Conclusions of Law - 8 -

Attachment A.

	A	B	C	D	E	F	G	H	I
1			Summary - Amount Due						
2			Principal	\$ 976,235.46					
3			Pre-jgt Interest	\$ 292,292.71					
4			Total	\$ 1,268,528.16					
5									
6			Loan Amount	\$ 1,400,000					
7			Loan Date	10/3/2011					
8			Interest rate	12%					
9									
10	Payment	Date	Payment Amt	Accrued Interest	applied to interest	applied to principal	Principal Balance	Ex. #	sub #
11		10/3/2011					\$ 1,400,000.00		
12	deed to Hidden Creek II, LLC	3/14/2013	\$ 550,000.00	\$ 243,024.66	\$ 243,024.66	\$ 306,975.34	\$ 1,093,024.66		
13	Sno County Solid Waste	3/30/2013	\$ 122.00	\$ 5,749.61	\$ 122.00	\$ -	\$ 1,093,024.66	118	7
14	Plywood Supply	4/3/2013	\$ 159.43	\$ 7,065.01	\$ 159.43	\$ -	\$ 1,093,024.66	119	188
15	Sno County Solid Waste	4/7/2013	\$ 74.00	\$ 8,342.98	\$ 74.00	\$ -	\$ 1,093,024.66	118	6
16	Beyler Consulting	4/13/2013	\$ 2,202.90	\$ 10,425.09	\$ 2,202.90	\$ -	\$ 1,093,024.66	117	41
17	Sno County Solid Waste	4/24/2013	\$ 161.00	\$ 12,175.04	\$ 161.00	\$ -	\$ 1,093,024.66	118	12
18	Sno County Solid Waste	4/25/2013	\$ 82.00	\$ 12,373.39	\$ 82.00	\$ -	\$ 1,093,024.66	118	11
19	Sno County Solid Waste	4/26/2013	\$ 141.00	\$ 12,650.74	\$ 141.00	\$ -	\$ 1,093,024.66	118	8
20	Sno County Solid Waste	4/29/2013	\$ 207.00	\$ 13,587.80	\$ 207.00	\$ -	\$ 1,093,024.66	118	10
21	Sno County Solid Waste	5/10/2013	\$ 129.00	\$ 17,333.65	\$ 129.00	\$ -	\$ 1,093,024.66	118	5
22	Sno County Solid Waste	5/11/2013	\$ 295.00	\$ 17,564.00	\$ 295.00	\$ -	\$ 1,093,024.66	118	13
23	Beyler Consulting	5/16/2013	\$ 1,600.00	\$ 19,065.76	\$ 1,600.00	\$ -	\$ 1,093,024.66	117	40
24	Sno County Solid Waste	5/17/2013	\$ 132.00	\$ 17,825.11	\$ 132.00	\$ -	\$ 1,093,024.66	118	4
25	Sno County Solid Waste	5/17/2013	\$ 132.00	\$ 17,693.11	\$ 132.00	\$ -	\$ 1,093,024.66	118	22
26	Sno County Solid Waste	5/18/2013	\$ 81.00	\$ 17,920.46	\$ 81.00	\$ -	\$ 1,093,024.66	118	2
27	Napa	5/19/2013	\$ 20.79	\$ 18,198.81	\$ 20.79	\$ -	\$ 1,093,024.66	120	4
28	Everett Steel	5/21/2013	\$ 13.10	\$ 18,896.72	\$ 13.10	\$ -	\$ 1,093,024.66	119	154
29	Everett Steel	5/22/2013	\$ 21.70	\$ 19,242.97	\$ 21.70	\$ -	\$ 1,093,024.66	119	153
30	Everett Steel	5/29/2013	\$ 5.00	\$ 21,736.72	\$ 5.00	\$ -	\$ 1,093,024.66	119	149
31	Sno County Solid Waste	6/2/2013	\$ 75.00	\$ 23,169.13	\$ 75.00	\$ -	\$ 1,093,024.66	118	3
32	Beyler Consulting	6/10/2013	\$ 2,436.30	\$ 25,968.93	\$ 2,436.30	\$ -	\$ 1,093,024.66	117	37

	A	B	C	D	E	F	G	H	I
10	Payment	Date	Payment Amt	Accrued Interest	applied to interest	applied to principal	Principal Balance	Ex. #	sub #
33	Sno County Solid Waste	7/21/2013	\$ 28.00	\$ 38,266.00	\$ 28.00	\$ -	\$ 1,093,024.66	118	14
34	Sno County Solid Waste	7/31/2013	\$ 169.00	\$ 41,831.51	\$ 169.00	\$ -	\$ 1,093,024.66	118	15
35	Beyler Consulting	8/9/2013	\$ 4,677.48	\$ 44,896.66	\$ 4,677.48	\$ -	\$ 1,093,024.66	117	38
36	Sno County Solid Waste	8/24/2013	\$ 59.00	\$ 45,609.44	\$ 59.00	\$ -	\$ 1,093,024.66	118	1
37	Fruhling	8/27/2013	\$ 43.80	\$ 46,628.50	\$ 43.80	\$ -	\$ 1,093,024.66	119	117
38	Modern Machinery	9/19/2013	\$ 200.37	\$ 54,849.76	\$ 200.37	\$ -	\$ 1,093,024.66	120	1
39	Lowes	9/27/2013	\$ 35.96	\$ 57,524.19	\$ 35.96	\$ -	\$ 1,093,024.66	119	74
40	Lowes	9/28/2013	\$ 10.12	\$ 57,847.58	\$ 10.12	\$ -	\$ 1,093,024.66	119	73
41	Nappa	10/4/2013	\$ 30.65	\$ 59,993.57	\$ 30.65	\$ -	\$ 1,093,024.66	120	5
42	Lowes	12/2/2013	\$ 98.64	\$ 81,164.60	\$ 98.64	\$ -	\$ 1,093,024.66	119	26
43	Lowes	12/3/2013	\$ 13.45	\$ 81,425.31	\$ 13.45	\$ -	\$ 1,093,024.66	119	23
44	Lowes	12/3/2013	\$ 29.98	\$ 81,411.86	\$ 29.98	\$ -	\$ 1,093,024.66	119	24
45	Industrial Supply	12/3/2013	\$ 696.81	\$ 81,381.88	\$ 696.81	\$ -	\$ 1,093,024.66	119	25
46	O'Rielly	12/3/2013	\$ 12.00	\$ 80,685.07	\$ 12.00	\$ -	\$ 1,093,024.66	120	2
47	Lowes	12/7/2013	\$ 38.60	\$ 82,110.47	\$ 38.60	\$ -	\$ 1,093,024.66	119	20
48	Lowes	12/10/2013	\$ 50.00	\$ 83,149.93	\$ 50.00	\$ -	\$ 1,093,024.66	119	19
49	Lowes	12/12/2013	\$ 32.19	\$ 83,818.63	\$ 32.19	\$ -	\$ 1,093,024.66	119	18
50	Lowes	12/20/2013	\$ 5.16	\$ 86,661.24	\$ 5.16	\$ -	\$ 1,093,024.66	119	17
51	Beyler Consulting	12/21/2013	\$ 10,936.75	\$ 87,015.43	\$ 10,936.75	\$ -	\$ 1,093,024.66	117	39
52	Lowes	12/23/2013	\$ 4.59	\$ 76,797.38	\$ 4.59	\$ -	\$ 1,093,024.66	119	15
53	Lowes	12/27/2013	\$ 19.97	\$ 78,230.19	\$ 19.97	\$ -	\$ 1,093,024.66	119	8
54	Lowes	12/27/2013	\$ 57.48	\$ 78,210.22	\$ 57.48	\$ -	\$ 1,093,024.66	119	9
55	Lowes	12/27/2013	\$ 12.42	\$ 78,152.74	\$ 12.42	\$ -	\$ 1,093,024.66	119	10
56	Lowes	12/31/2013	\$ 26.87	\$ 79,577.73	\$ 26.87	\$ -	\$ 1,093,024.66	119	1
57	Lowes	1/3/2014	\$ 716.00	\$ 80,628.91	\$ 716.00	\$ -	\$ 1,093,024.66	119	214
58	Lowes	1/3/2014	\$ 21.97	\$ 79,912.91	\$ 21.97	\$ -	\$ 1,093,024.66	119	215
59	Lowes	1/4/2014	\$ 350.00	\$ 80,250.29	\$ 350.00	\$ -	\$ 1,093,024.66	119	212
60	Northshore Utility	1/9/2014	\$ 2,000.00	\$ 81,697.04	\$ 2,000.00	\$ -	\$ 1,093,024.66	117	24
61	Lowes	2/4/2014	\$ 68.46	\$ 89,040.16	\$ 68.46	\$ -	\$ 1,093,024.66	119	209
62	Lowes	2/4/2014	\$ 78.19	\$ 88,971.70	\$ 78.19	\$ -	\$ 1,093,024.66	119	210
63	Lowes	2/5/2014	\$ 15.92	\$ 89,252.86	\$ 15.92	\$ -	\$ 1,093,024.66	119	208

	A	B	C	D	E	F	G	H	I
10	Payment	Date	Payment Amt	Accrued Interest	applied to interest	applied to principal	Principal Balance	Ex. #	sub #
64	Lowes	2/6/2014	\$ 20.34	\$ 89,596.29	\$ 20.34	\$ -	\$ 1,093,024.66	119	206
65	Lowes	2/6/2014	\$ 334.38	\$ 89,575.95	\$ 334.38	\$ -	\$ 1,093,024.66	119	207
66	Lowes	2/7/2014	\$ 10.95	\$ 89,600.92	\$ 10.95	\$ -	\$ 1,093,024.66	119	204
67	Lowes	2/7/2014	\$ 74.08	\$ 89,589.97	\$ 74.08	\$ -	\$ 1,093,024.66	119	205
68	Lowes	2/8/2014	\$ 35.39	\$ 89,875.24	\$ 35.39	\$ -	\$ 1,093,024.66	119	203
69	Home Depot	2/15/2014	\$ 121.46	\$ 92,355.30	\$ 121.46	\$ -	\$ 1,093,024.66	119	201
70	Home Depot	2/15/2014	\$ 52.08	\$ 92,233.84	\$ 52.08	\$ -	\$ 1,093,024.66	119	202
71	Lowes	2/16/2014	\$ 38.96	\$ 92,541.11	\$ 38.96	\$ -	\$ 1,093,024.66	119	200
72	Lowes	2/17/2014	\$ 139.88	\$ 92,861.50	\$ 139.88	\$ -	\$ 1,093,024.66	119	199
73	Lowes	2/20/2014	\$ 264.77	\$ 93,799.68	\$ 264.77	\$ -	\$ 1,093,024.66	119	197
74	Lowes	2/20/2014	\$ 116.10	\$ 93,534.91	\$ 116.10	\$ -	\$ 1,093,024.66	119	198
75	Lowes	2/21/2014	\$ 15.00	\$ 93,778.16	\$ 15.00	\$ -	\$ 1,093,024.66	119	194
76	Lowes	2/21/2014	\$ 18.75	\$ 93,763.16	\$ 18.75	\$ -	\$ 1,093,024.66	119	195
77	Lowes	2/21/2014	\$ 26.25	\$ 93,744.41	\$ 26.25	\$ -	\$ 1,093,024.66	119	196
78	Lowes	2/22/2014	\$ 38.98	\$ 94,077.51	\$ 38.98	\$ -	\$ 1,093,024.66	119	193
79	Sno County Solid Waste	2/24/2014	\$ 120.00	\$ 94,757.23	\$ 120.00	\$ -	\$ 1,093,024.66	118	16
80	Lowes	2/25/2014	\$ 83.64	\$ 94,996.58	\$ 83.64	\$ -	\$ 1,093,024.66	119	192
81	Lowes	2/26/2014	\$ 160.99	\$ 95,272.29	\$ 160.99	\$ -	\$ 1,093,024.66	119	191
82	Lowes	2/28/2014	\$ 246.00	\$ 95,830.00	\$ 246.00	\$ -	\$ 1,093,024.66	119	189
83	Lowes	2/28/2014	\$ 590.24	\$ 95,584.00	\$ 590.24	\$ -	\$ 1,093,024.66	119	190
84	Lowes	3/5/2014	\$ 49.74	\$ 96,790.51	\$ 49.74	\$ -	\$ 1,093,024.66	119	187
85	Lowes	3/10/2014	\$ 13.98	\$ 98,537.53	\$ 13.98	\$ -	\$ 1,093,024.66	119	186
86	Lowes	3/11/2014	\$ 80.00	\$ 98,882.90	\$ 80.00	\$ -	\$ 1,093,024.66	119	185
87	Lowes	3/12/2014	\$ 1,040.00	\$ 99,162.25	\$ 1,040.00	\$ -	\$ 1,093,024.66	119	184
88	Lowes	3/13/2014	\$ 44.01	\$ 98,481.60	\$ 44.01	\$ -	\$ 1,093,024.66	119	183
89	Lowes	3/14/2014	\$ 274.67	\$ 98,796.94	\$ 274.67	\$ -	\$ 1,093,024.66	119	181
90	Home Depot	3/14/2014	\$ 17.12	\$ 98,522.27	\$ 17.12	\$ -	\$ 1,093,024.66	119	182
91	Lowes	3/15/2014	\$ 67.67	\$ 98,864.50	\$ 67.67	\$ -	\$ 1,093,024.66	119	179
92	Lowes	3/15/2014	\$ 150.00	\$ 98,796.83	\$ 150.00	\$ -	\$ 1,093,024.66	119	180
93	Lowes	3/16/2014	\$ 59.65	\$ 99,006.18	\$ 59.65	\$ -	\$ 1,093,024.66	119	178
94	Sno County Solid Waste	3/17/2014	\$ 114.00	\$ 99,305.88	\$ 114.00	\$ -	\$ 1,093,024.66	118	17

	A	B	C	D	E	F	G	H	I
10	Payment	Date	Payment Amt	Accrued Interest	applied to interest	applied to principal	Principal Balance	Ex. #	sub #
95	Northshore Utility Deposit	3/19/2014	\$ 4,750.00	\$ 99,910.58	\$ 4,750.00	\$ -	\$ 1,093,024.66	117	16
96	Northshore Utility Deposit	3/19/2014	\$ 3,750.00	\$ 95,160.58	\$ 3,750.00	\$ -	\$ 1,093,024.66	117	17
97	Seattle Times Notice	3/20/2014	\$ 694.32	\$ 91,769.93	\$ 694.32	\$ -	\$ 1,093,024.66	117	2
98	Fruhling	3/21/2014	\$ 54.75	\$ 91,434.96	\$ 54.75	\$ -	\$ 1,093,024.66	119	177
99	Fruhling	3/22/2014	\$ 183.96	\$ 91,739.56	\$ 183.96	\$ -	\$ 1,093,024.66	119	176
100	Sno County Solid Waste	3/23/2014	\$ 40.00	\$ 91,914.95	\$ 40.00	\$ -	\$ 1,093,024.66	118	18
101	State of Washington	3/31/2014	\$ 95.00	\$ 94,749.76	\$ 95.00	\$ -	\$ 1,093,024.66	117	15
102	Lowes	3/31/2014	\$ 7.53	\$ 94,654.76	\$ 7.53	\$ -	\$ 1,093,024.66	119	173
103	Lowes	4/1/2014	\$ 228.00	\$ 95,006.58	\$ 228.00	\$ -	\$ 1,093,024.66	119	171
104	Lowes	4/1/2014	\$ 1.18	\$ 94,778.58	\$ 1.18	\$ -	\$ 1,093,024.66	119	172
105	Lowes	4/4/2014	\$ 199.00	\$ 95,855.45	\$ 199.00	\$ -	\$ 1,093,024.66	119	165
106	Lowes	4/4/2014	\$ 1,273.50	\$ 95,656.45	\$ 1,273.50	\$ -	\$ 1,093,024.66	119	166
107	Lowes	4/10/2014	\$ 20.84	\$ 96,539.05	\$ 20.84	\$ -	\$ 1,093,024.66	119	162
108	AW Pottery	4/18/2014	\$ 100.00	\$ 99,393.02	\$ 100.00	\$ -	\$ 1,093,024.66	119	159
109	Lowes	4/25/2014	\$ 126.12	\$ 101,808.47	\$ 126.12	\$ -	\$ 1,093,024.66	119	158
110	Sno County Solid Waste	4/29/2014	\$ 132.00	\$ 103,119.76	\$ 132.00	\$ -	\$ 1,093,024.66	118	9
111	Beyler Consulting	4/30/2014	\$ 15,820.81	\$ 103,347.11	\$ 15,820.81	\$ -	\$ 1,093,024.66	117	42
112	Everett Steel	4/30/2014	\$ 163.80	\$ 87,526.30	\$ 163.80	\$ -	\$ 1,093,024.66	119	155
113	Everett Steel	4/30/2014	\$ 12.69	\$ 87,362.50	\$ 12.69	\$ -	\$ 1,093,024.66	119	156
114	Diesel	5/5/2014	\$ 118.00	\$ 89,146.56	\$ 118.00	\$ -	\$ 1,093,024.66	120	53
115	Ecology	5/7/2014	\$ 89.26	\$ 89,747.26	\$ 89.26	\$ -	\$ 1,093,024.66	117	4
116	Beyler Consulting	5/15/2014	\$ 3,619.28	\$ 92,532.80	\$ 3,619.28	\$ -	\$ 1,093,024.66	117	42A
117	Ecology	5/18/2014	\$ 543.00	\$ 89,991.58	\$ 543.00	\$ -	\$ 1,093,024.66	117	5
118	Lowes	5/23/2014	\$ 6.47	\$ 91,245.33	\$ 6.47	\$ -	\$ 1,093,024.66	119	150
119	Lowes	5/23/2014	\$ 18.84	\$ 91,238.86	\$ 18.84	\$ -	\$ 1,093,024.66	119	151
120	Home Depot	5/23/2014	\$ 198.48	\$ 91,220.02	\$ 198.48	\$ -	\$ 1,093,024.66	119	152
121	Diesel	5/23/2014	\$ 95.00	\$ 91,021.54	\$ 95.00	\$ -	\$ 1,093,024.66	120	56
122	Parking Garage	5/25/2014	\$ 20.00	\$ 91,645.24	\$ 20.00	\$ -	\$ 1,093,024.66	120	50
123	Nappa	5/28/2014	\$ 33.26	\$ 92,703.29	\$ 33.26	\$ -	\$ 1,093,024.66	120	12
124	Lowes	5/29/2014	\$ 1.06	\$ 93,029.38	\$ 1.06	\$ -	\$ 1,093,024.66	119	145
125	Lowes	5/29/2014	\$ 38.31	\$ 93,028.32	\$ 38.31	\$ -	\$ 1,093,024.66	119	146

	A	B	C	D	E	F	G	H	I
10	Payment	Date	Payment Amt	Accrued Interest	applied to interest	applied to principal	Principal Balance	Ex. #	sub #
126	GraybaR	5/29/2014	\$ 15.98	\$ 92,990.01	\$ 15.98	\$ -	\$ 1,093,024.66	119	147
127	Platt Electric	5/29/2014	\$ 7.59	\$ 92,974.03	\$ 7.59	\$ -	\$ 1,093,024.66	119	148
128	Diesel	5/29/2014	\$ 80.00	\$ 92,966.44	\$ 80.00	\$ -	\$ 1,093,024.66	120	54
129	FedEx	5/29/2014	\$ 57.00	\$ 92,886.44	\$ 57.00	\$ -	\$ 1,093,024.66	121	7
130	Les Schwab	6/3/2014	\$ 93.79	\$ 94,626.20	\$ 93.79	\$ -	\$ 1,093,024.66	120	10
131	FedEx	6/5/2014	\$ 0.66	\$ 95,251.11	\$ 0.66	\$ -	\$ 1,093,024.66	121	2
132	Diesel	6/6/2014	\$ 95.00	\$ 95,609.80	\$ 95.00	\$ -	\$ 1,093,024.66	120	31
133	Lowe's	6/9/2014	\$ 46.74	\$ 96,592.85	\$ 46.74	\$ -	\$ 1,093,024.66	119	144
134	Interstate Batteries	6/9/2014	\$ 410.77	\$ 96,546.11	\$ 410.77	\$ -	\$ 1,093,024.66	120	14
135	Western Fluid	6/11/2014	\$ 26.50	\$ 96,854.04	\$ 26.50	\$ -	\$ 1,093,024.66	120	20
136	Diesel	6/11/2014	\$ 3.91	\$ 96,827.54	\$ 3.91	\$ -	\$ 1,093,024.66	120	41
137	Home Depot	6/12/2014	\$ 140.94	\$ 97,182.98	\$ 140.94	\$ -	\$ 1,093,024.66	119	142
138	Lowe's	6/12/2014	\$ 84.42	\$ 97,042.04	\$ 84.42	\$ -	\$ 1,093,024.66	119	143
139	Western Fluid	6/12/2014	\$ 471.96	\$ 96,957.62	\$ 471.96	\$ -	\$ 1,093,024.66	120	15
140	Les Schwab	6/12/2014	\$ 241.45	\$ 96,485.66	\$ 241.45	\$ -	\$ 1,093,024.66	120	17
141	Western Fluid	6/12/2014	\$ 302.08	\$ 96,244.21	\$ 302.08	\$ -	\$ 1,093,024.66	120	19
142	Western Fluid	6/12/2014	\$ 157.72	\$ 95,942.13	\$ 157.72	\$ -	\$ 1,093,024.66	120	22
143	FedEx	6/12/2014	\$ 0.44	\$ 95,784.41	\$ 0.44	\$ -	\$ 1,093,024.66	121	1
144	Western Fluid	6/13/2014	\$ 277.59	\$ 96,143.32	\$ 277.59	\$ -	\$ 1,093,024.66	120	18
145	Diesel	6/13/2014	\$ 96.72	\$ 95,865.73	\$ 96.72	\$ -	\$ 1,093,024.66	120	66
146	Staples	6/17/2014	\$ 0.59	\$ 97,206.41	\$ 0.59	\$ -	\$ 1,093,024.66	121	3
147	Everett Steel	6/19/2014	\$ 167.23	\$ 97,924.52	\$ 167.23	\$ -	\$ 1,093,024.66	119	141
148	Diesel	6/20/2014	\$ 115.15	\$ 98,116.64	\$ 115.15	\$ -	\$ 1,093,024.66	120	48
149	Diesel	6/20/2014	\$ 202.57	\$ 98,001.49	\$ 202.57	\$ -	\$ 1,093,024.66	120	65
150	Diesel	6/22/2014	\$ 18.60	\$ 98,517.63	\$ 18.60	\$ -	\$ 1,093,024.66	120	55
151	Everett Steel	6/23/2014	\$ 200.75	\$ 98,858.38	\$ 200.75	\$ -	\$ 1,093,024.66	119	138
152	Everett Steel	6/23/2014	\$ 81.38	\$ 98,657.63	\$ 81.38	\$ -	\$ 1,093,024.66	119	139
153	Pacific Plumbing	6/23/2014	\$ 11.89	\$ 98,576.25	\$ 11.89	\$ -	\$ 1,093,024.66	119	140
154	Les Schwab	6/25/2014	\$ 40.52	\$ 99,283.06	\$ 40.52	\$ -	\$ 1,093,024.66	120	9
155	Lowe's	6/26/2014	\$ 29.41	\$ 99,601.89	\$ 29.41	\$ -	\$ 1,093,024.66	119	136
156	Pacific Plumbing	6/26/2014	\$ 11.79	\$ 99,572.48	\$ 11.79	\$ -	\$ 1,093,024.66	119	137

	A	B	C	D	E	F	G	H	I
10	Payment	Date	Payment Amt	Accrued Interest	applied to interest	applied to principal	Principal Balance	Ex. #	sub #
157	Staples	6/26/2014	\$ 10.94	\$ 99,560.69	\$ 10.94	\$ -	\$ 1,093,024.66	121	4
158	Lowe's	6/30/2014	\$ 12.98	\$ 100,987.15	\$ 12.98	\$ -	\$ 1,093,024.66	119	133
159	Lowe's	6/30/2014	\$ 18.46	\$ 100,974.17	\$ 18.46	\$ -	\$ 1,093,024.66	119	134
160	All Pro Risk	7/1/2014	\$ 1,960.00	\$ 101,315.06	\$ 1,960.00	\$ -	\$ 1,093,024.66	117	6
161	All Pro Risk	7/1/2014	\$ 7,143.80	\$ 99,355.06	\$ 7,143.80	\$ -	\$ 1,093,024.66	117	7
162	Diesel	7/2/2014	\$ 97.48	\$ 92,570.61	\$ 97.48	\$ -	\$ 1,093,024.66	120	40
163	Home Depot	7/3/2014	\$ 155.91	\$ 92,832.48	\$ 155.91	\$ -	\$ 1,093,024.66	119	132
164	Les Schwab	7/3/2014	\$ 525.39	\$ 92,676.57	\$ 525.39	\$ -	\$ 1,093,024.66	120	11
165	Chainsaw Plus	7/3/2014	\$ 98.00	\$ 92,151.18	\$ 98.00	\$ -	\$ 1,093,024.66	120	49
166	Central Welding	7/7/2014	\$ 35.84	\$ 93,490.58	\$ 35.84	\$ -	\$ 1,093,024.66	120	24
167	Nappa	7/10/2014	\$ 81.56	\$ 94,532.80	\$ 81.56	\$ -	\$ 1,093,024.66	120	29
168	Diesel	7/10/2014	\$ 98.95	\$ 94,451.24	\$ 98.95	\$ -	\$ 1,093,024.66	120	43
169	Beyler Consulting	7/12/2014	\$ 1,402.16	\$ 95,070.99	\$ 1,402.16	\$ -	\$ 1,093,024.66	117	43
170	Lowe's	7/14/2014	\$ 53.52	\$ 94,387.53	\$ 53.52	\$ -	\$ 1,093,024.66	119	131
171	FedEx	7/14/2014	\$ 0.49	\$ 94,334.01	\$ 0.49	\$ -	\$ 1,093,024.66	121	6
172	FedEx	7/14/2014	\$ 19.71	\$ 94,333.52	\$ 19.71	\$ -	\$ 1,093,024.66	121	8
173	Diesel	7/15/2014	\$ 99.98	\$ 94,673.16	\$ 99.98	\$ -	\$ 1,093,024.66	120	42
174	Diesel	7/22/2014	\$ 95.00	\$ 97,088.63	\$ 95.00	\$ -	\$ 1,093,024.66	120	38
175	HD Supply	7/25/2014	\$ 10,417.44	\$ 98,071.69	\$ 10,417.44	\$ -	\$ 1,093,024.66	119	126
176	HD Supply	7/25/2014	\$ 3,182.70	\$ 87,654.25	\$ 3,182.70	\$ -	\$ 1,093,024.66	119	127
177	HD Supply	7/25/2014	\$ 636.54	\$ 84,471.55	\$ 636.54	\$ -	\$ 1,093,024.66	119	128
178	HD Supply	7/25/2014	\$ 872.60	\$ 83,835.01	\$ 872.60	\$ -	\$ 1,093,024.66	119	129
179	HD Supply	7/25/2014	\$ 4,835.37	\$ 82,962.41	\$ 4,835.37	\$ -	\$ 1,093,024.66	119	130
180	Home Depot	7/29/2014	\$ 21.95	\$ 79,564.44	\$ 21.95	\$ -	\$ 1,093,024.66	119	125
181	Nappa	7/29/2014	\$ 18.22	\$ 79,542.49	\$ 18.22	\$ -	\$ 1,093,024.66	120	27
182	Nappa	7/29/2014	\$ 20.94	\$ 79,524.27	\$ 20.94	\$ -	\$ 1,093,024.66	120	30
183	Diesel	7/29/2014	\$ 99.98	\$ 79,503.33	\$ 99.98	\$ -	\$ 1,093,024.66	120	45
184	Nelson Petroleum	8/1/2014	\$ 4,798.03	\$ 80,481.40	\$ 4,798.03	\$ -	\$ 1,093,024.66	120	32
185	Yakima Indian Nation, straw	8/3/2014	\$ 220.00	\$ 76,402.07	\$ 220.00	\$ -	\$ 1,093,024.66	119	
186	City of Kenmore Permit	8/4/2014	\$ 8,799.29	\$ 76,541.42	\$ 8,799.29	\$ -	\$ 1,093,024.66	117	10
187	City of Kenmore Permit	8/4/2014	\$ 7,500.00	\$ 67,742.13	\$ 7,500.00	\$ -	\$ 1,093,024.66	117	11

	A	B	C	D	E	F	G	H	I
10	Payment	Date	Payment Amt	Accrued Interest	applied to interest	applied to principal	Principal Balance	Ex. #	sub #
188	Kenmore Engineering Permit	8/5/2014	\$ 13,396.00	\$ 60,601.48	\$ 13,396.00	\$ -	\$ 1,093,024.66	117	18
189	Lowes	8/5/2014	\$ 7.68	\$ 47,205.48	\$ 7.68	\$ -	\$ 1,093,024.66	119	123
190	Home Depot	8/5/2014	\$ 256.27	\$ 47,197.80	\$ 256.27	\$ -	\$ 1,093,024.66	119	124
191	Sign Up	8/5/2014	\$ 208.05	\$ 46,941.53	\$ 208.05	\$ -	\$ 1,093,024.66	121	11
192	Lowes	8/6/2014	\$ 98.36	\$ 47,092.83	\$ 98.36	\$ -	\$ 1,093,024.66	119	122
193	Diesel	8/6/2014	\$ 3.96	\$ 46,994.47	\$ 3.96	\$ -	\$ 1,093,024.66	120	36
194	Diesel	8/6/2014	\$ 99.22	\$ 46,990.51	\$ 99.22	\$ -	\$ 1,093,024.66	120	37
195	Diesel	8/8/2014	\$ 19.15	\$ 47,609.99	\$ 19.15	\$ -	\$ 1,093,024.66	120	57
196	Home Depot	8/13/2014	\$ 188.91	\$ 49,387.60	\$ 188.91	\$ -	\$ 1,093,024.66	119	121
197	O'Rielly	8/16/2014	\$ 5.54	\$ 50,276.74	\$ 5.54	\$ -	\$ 1,093,024.66	120	25
198	Nappa	8/16/2014	\$ 82.27	\$ 50,271.20	\$ 82.27	\$ -	\$ 1,093,024.66	120	28
199	Western Fluid	8/18/2014	\$ 308.81	\$ 50,907.63	\$ 308.81	\$ -	\$ 1,093,024.66	120	23
200	CalPortland	8/19/2014	\$ 217.07	\$ 50,958.17	\$ 217.07	\$ -	\$ 1,093,024.66	119	120
201	Western Fluid	8/19/2014	\$ 103.34	\$ 50,741.10	\$ 103.34	\$ -	\$ 1,093,024.66	120	16
202	Lowes	8/20/2014	\$ 1.36	\$ 50,997.11	\$ 1.36	\$ -	\$ 1,093,024.66	119	119
203	Western Fluid	8/20/2014	\$ 276.38	\$ 50,995.75	\$ 276.38	\$ -	\$ 1,093,024.66	120	21
204	O'Rielly	8/22/2014	\$ 18.60	\$ 51,438.07	\$ 18.60	\$ -	\$ 1,093,024.66	120	26
205	Home Depot	8/24/2014	\$ 27.94	\$ 52,138.17	\$ 27.94	\$ -	\$ 1,093,024.66	119	118
206	Mutual Materials	8/26/2014	\$ 3,743.70	\$ 52,828.93	\$ 3,743.70	\$ -	\$ 1,093,024.66	119	221
207	CalPortland	8/27/2014	\$ 215.62	\$ 49,444.58	\$ 215.62	\$ -	\$ 1,093,024.66	119	115
208	CalPortland	8/27/2014	\$ 207.79	\$ 49,228.96	\$ 207.79	\$ -	\$ 1,093,024.66	119	116
209	Quality Concrete	8/27/2014	\$ 982.00	\$ 49,021.17	\$ 982.00	\$ -	\$ 1,093,024.66	119	223
210	Diesel	8/27/2014	\$ 20.96	\$ 48,039.17	\$ 20.96	\$ -	\$ 1,093,024.66	120	58
211	CalPortland	8/28/2014	\$ 206.77	\$ 48,377.56	\$ 206.77	\$ -	\$ 1,093,024.66	119	110
212	CalPortland	8/28/2014	\$ 216.20	\$ 48,170.79	\$ 216.20	\$ -	\$ 1,093,024.66	119	111
213	CalPortland	8/28/2014	\$ 216.20	\$ 47,954.59	\$ 216.20	\$ -	\$ 1,093,024.66	119	112
214	Mutual Materials	8/28/2014	\$ 254.18	\$ 47,738.39	\$ 254.18	\$ -	\$ 1,093,024.66	119	113
215	ACF West	8/28/2014	\$ 830.00	\$ 47,484.21	\$ 830.00	\$ -	\$ 1,093,024.66	119	114
216	Diesel	8/28/2014	\$ 95.00	\$ 46,654.21	\$ 95.00	\$ -	\$ 1,093,024.66	120	52
217	CalPortland	8/29/2014	\$ 474.00	\$ 46,918.57	\$ 474.00	\$ -	\$ 1,093,024.66	119	108
218	Mutual Materials	8/29/2014	\$ 213.29	\$ 46,444.57	\$ 213.29	\$ -	\$ 1,093,024.66	119	109

	A	B	C	D	E	F	G	H	I
10	Payment	Date	Payment Amt	Accrued Interest	applied to interest	applied to principal	Principal Balance	Ex. #	sub #
219	Diesel	8/29/2014	\$ 99.72	\$ 46,231.28	\$ 99.72	\$ -	\$ 1,093,024.66	120	35
220	Bothell Feed	8/30/2014	\$ 204.16	\$ 46,490.91	\$ 204.16	\$ -	\$ 1,093,024.66	119	107
221	Home Depot	8/31/2014	\$ 56.90	\$ 46,646.10	\$ 56.90	\$ -	\$ 1,093,024.66	119	106
222	Northshore Utility Deposit	9/2/2014	\$ 8,500.00	\$ 47,307.90	\$ 8,500.00	\$ -	\$ 1,093,024.66	117	55
223	Innerstate Batteries	9/2/2014	\$ 124.72	\$ 38,807.90	\$ 124.72	\$ -	\$ 1,093,024.66	120	13
224	H.B. Jaeger	9/5/2014	\$ 88.12	\$ 39,761.23	\$ 88.12	\$ -	\$ 1,093,024.66	119	103
225	H.B. Jaeger	9/5/2014	\$ 39.17	\$ 39,673.11	\$ 39.17	\$ -	\$ 1,093,024.66	119	104
226	H.B. Jaeger	9/5/2014	\$ 28.96	\$ 39,633.94	\$ 28.96	\$ -	\$ 1,093,024.66	119	105
227	Diesel	9/5/2014	\$ 96.72	\$ 39,604.98	\$ 96.72	\$ -	\$ 1,093,024.66	120	61
228	Diesel	9/7/2014	\$ 102.40	\$ 40,226.96	\$ 102.40	\$ -	\$ 1,093,024.66	120	44
229	Diesel	9/7/2014	\$ 55.00	\$ 40,124.56	\$ 55.00	\$ -	\$ 1,093,024.66	120	60
230	CalPortland	9/8/2014	\$ 224.17	\$ 40,428.91	\$ 224.17	\$ -	\$ 1,093,024.66	119	96
231	CalPortland	9/8/2014	\$ 221.71	\$ 40,204.74	\$ 221.71	\$ -	\$ 1,093,024.66	119	97
232	CalPortland	9/8/2014	\$ 220.55	\$ 39,983.03	\$ 220.55	\$ -	\$ 1,093,024.66	119	98
233	CalPortland	9/8/2014	\$ 219.97	\$ 39,762.48	\$ 219.97	\$ -	\$ 1,093,024.66	119	99
234	CalPortland	9/8/2014	\$ 221.25	\$ 39,542.51	\$ 221.25	\$ -	\$ 1,093,024.66	119	100
235	CalPortland	9/8/2014	\$ 222.14	\$ 39,321.26	\$ 222.14	\$ -	\$ 1,093,024.66	119	101
236	CalPortland	9/8/2014	\$ 4,470.12	\$ 39,099.12	\$ 4,470.12	\$ -	\$ 1,093,024.66	119	102
237	Quality Concrete	9/8/2014	\$ 4,941.00	\$ 34,629.00	\$ 4,941.00	\$ -	\$ 1,093,024.66	119	222
238	Diesel	9/8/2014	\$ 54.75	\$ 29,688.00	\$ 54.75	\$ -	\$ 1,093,024.66	120	39
239	Diesel	9/8/2014	\$ 99.22	\$ 29,633.25	\$ 99.22	\$ -	\$ 1,093,024.66	120	47
240	H.B. Jaeger	9/9/2014	\$ 3,621.12	\$ 29,893.38	\$ 3,621.12	\$ -	\$ 1,093,024.66	119	95
241	Associated Earth, Inspection	9/10/2014	\$ 375.00	\$ 26,631.61	\$ 375.00	\$ -	\$ 1,093,024.66	117	46
242	United Rentals	9/10/2014	\$ 146.51	\$ 26,256.61	\$ 146.51	\$ -	\$ 1,093,024.66	119	93
243	HD Supply	9/10/2014	\$ 97,078.93	\$ 26,110.10	\$ 26,110.10	\$ 70,968.83	\$ 1,022,055.83	119	94
244	United Rentals	9/11/2014	\$ 146.51	\$ 336.02	\$ 146.51	\$ -	\$ 1,022,055.83	119	92
245	Associated Earth, Inspection	9/12/2014	\$ 1,955.10	\$ 525.53	\$ 525.53	\$ 1,429.57	\$ 1,020,626.26	117	45
246	Lowe's	9/12/2014	\$ 43.85	\$ -	\$ -	\$ 43.85	\$ 1,020,582.41	119	90
247	Cemex	9/12/2014	\$ 359.89	\$ -	\$ -	\$ 359.89	\$ 1,020,222.52	119	91
248	Lowe's	9/13/2014	\$ 21.87	\$ 335.42	\$ 21.87	\$ -	\$ 1,020,222.52	119	88
249	McLendon	9/13/2014	\$ 218.96	\$ 313.55	\$ 218.96	\$ -	\$ 1,020,222.52	119	89

	A	B	C	D	E	F	G	H	I
10	Payment	Date	Payment Amt	Accrued Interest	applied to interest	applied to principal	Principal Balance	Ex. #	sub #
250	H.B. Jaeger	9/14/2014	\$ 187.15	\$ 430.00	\$ 187.15	\$ -	\$ 1,020,222.52	119	87
251	HD Supply	9/15/2014	\$ 22.00	\$ 578.27	\$ 22.00	\$ -	\$ 1,020,222.52	119	86
252	Diesel	9/15/2014	\$ 94.22	\$ 556.27	\$ 94.22	\$ -	\$ 1,020,222.52	120	46
253	Sno County Solid Waste	9/16/2014	\$ 159.00	\$ 797.46	\$ 159.00	\$ -	\$ 1,020,222.52	118	21
254	CalPortland	9/16/2014	\$ 51.77	\$ 638.46	\$ 51.77	\$ -	\$ 1,020,222.52	119	85
255	HD Supply	9/16/2014	\$ 22.00	\$ 586.69	\$ 22.00	\$ -	\$ 1,020,222.52	120	72
256	Sno County Solid Waste	9/18/2014	\$ 58.00	\$ 1,235.52	\$ 58.00	\$ -	\$ 1,020,222.52	118	23
257	CalPortland	9/18/2014	\$ 69.77	\$ 1,177.52	\$ 69.77	\$ -	\$ 1,020,222.52	119	84
258	Lowe's	9/19/2014	\$ 8.72	\$ 1,443.17	\$ 8.72	\$ -	\$ 1,020,222.52	119	78
259	Lowe's	9/19/2014	\$ 203.48	\$ 1,434.45	\$ 203.48	\$ -	\$ 1,020,222.52	119	79
260	Lowe's	9/19/2014	\$ 10.98	\$ 1,230.97	\$ 10.98	\$ -	\$ 1,020,222.52	119	80
261	CalPortland	9/19/2014	\$ 71.24	\$ 1,219.99	\$ 71.24	\$ -	\$ 1,020,222.52	119	81
262	CalPortland	9/19/2014	\$ 64.74	\$ 1,148.75	\$ 64.74	\$ -	\$ 1,020,222.52	119	82
263	CalPortland	9/19/2014	\$ 57.53	\$ 1,084.01	\$ 57.53	\$ -	\$ 1,020,222.52	119	83
264	Central Welding	9/22/2014	\$ 22.65	\$ 2,032.73	\$ 22.65	\$ -	\$ 1,020,222.52	119	77
265	Diesel	9/22/2014	\$ 27.32	\$ 2,010.08	\$ 27.32	\$ -	\$ 1,020,222.52	120	34
266	Diesel	9/23/2014	\$ 30.11	\$ 2,318.17	\$ 30.11	\$ -	\$ 1,020,222.52	120	51
267	Central Welding	9/24/2014	\$ 87.02	\$ 2,623.48	\$ 87.02	\$ -	\$ 1,020,222.52	119	76
268	Sno County Solid Waste	9/26/2014	\$ 81.00	\$ 3,207.29	\$ 81.00	\$ -	\$ 1,020,222.52	118	20
269	Lowe's	9/26/2014	\$ 1,277.60	\$ 3,126.29	\$ 1,277.60	\$ -	\$ 1,020,222.52	119	75
270	Western Fluid	9/26/2014	\$ 627.48	\$ 1,848.69	\$ 627.48	\$ -	\$ 1,020,222.52	120	8
271	Diesel	9/26/2014	\$ 95.00	\$ 1,221.21	\$ 95.00	\$ -	\$ 1,020,222.52	120	59
272	Diesel	9/27/2014	\$ 7.50	\$ 1,461.62	\$ 7.50	\$ -	\$ 1,020,222.52	120	71
273	Diesel	9/27/2014	\$ 32.00	\$ 1,454.12	\$ 32.00	\$ -	\$ 1,020,222.52	120	73
274	CalPortland	9/30/2014	\$ 226.78	\$ 2,428.37	\$ 226.78	\$ -	\$ 1,020,222.52	119	72
275	Lowe's	10/1/2014	\$ 16.98	\$ 2,537.01	\$ 16.98	\$ -	\$ 1,020,222.52	119	70
276	CalPortland	10/1/2014	\$ 212.43	\$ 2,520.03	\$ 212.43	\$ -	\$ 1,020,222.52	119	71
277	Western Fluid	10/1/2014	\$ 87.50	\$ 2,307.60	\$ 87.50	\$ -	\$ 1,020,222.52	120	7
278	HD Supply	10/2/2014	\$ 891.70	\$ 2,555.51	\$ 891.70	\$ -	\$ 1,020,222.52	119	69
279	CalPortland	10/3/2014	\$ 214.61	\$ 1,999.23	\$ 214.61	\$ -	\$ 1,020,222.52	119	68
280	Diesel	10/4/2014	\$ 96.72	\$ 2,120.03	\$ 96.72	\$ -	\$ 1,020,222.52	120	74

	A	B	C	D	E	F	G	H	I
10	Payment	Date	Payment Amt	Accrued Interest	applied to interest	applied to principal	Principal Balance	Ex. #	sub #
281	H.B. Jaeger	10/6/2014	\$ 12,329.86	\$ 2,694.14	\$ 2,694.14	\$ 9,635.72	\$ 1,010,586.80	119	67
282	Bothell Feed	10/7/2014	\$ 53.64	\$ 332.25	\$ 53.64	\$ -	\$ 1,010,586.80	119	65
283	Central Welding	10/7/2014	\$ 85.16	\$ 278.61	\$ 85.16	\$ -	\$ 1,010,586.80	119	66
284	Diesel	10/7/2014	\$ 56.00	\$ 193.45	\$ 56.00	\$ -	\$ 1,010,586.80	120	33
285	Mutual Materials	10/9/2014	\$ 36.70	\$ 801.94	\$ 36.70	\$ -	\$ 1,010,586.80	119	64
286	Diesel	10/11/2014	\$ 100.00	\$ 1,429.74	\$ 100.00	\$ -	\$ 1,010,586.80	120	75
287	Associated Earth, Inspection	10/12/2014	\$ 644.00	\$ 1,661.99	\$ 644.00	\$ -	\$ 1,010,586.80	117	48
288	Home Depot	10/13/2014	\$ 18.26	\$ 1,350.23	\$ 18.26	\$ -	\$ 1,010,586.80	119	59
289	Lowe's	10/13/2014	\$ 11.79	\$ 1,331.97	\$ 11.79	\$ -	\$ 1,010,586.80	119	60
290	H.B. Jaeger	10/13/2014	\$ 1,396.24	\$ 1,320.18	\$ 1,320.18	\$ 76.06	\$ 1,010,510.75	119	61
291	H.B. Jaeger	10/13/2014	\$ 837.45	\$ -	\$ -	\$ 837.45	\$ 1,009,673.30	119	62
292	Central Welding	10/13/2014	\$ 70.97	\$ -	\$ -	\$ 70.97	\$ 1,009,602.33	119	63
293	CalPortland	10/15/2014	\$ 219.68	\$ 663.85	\$ 219.68	\$ -	\$ 1,009,602.33	119	57
294	H.B. Jaeger	10/15/2014	\$ 327.79	\$ 444.17	\$ 327.79	\$ -	\$ 1,009,602.33	119	58
295	Lowe's	10/16/2014	\$ 36.93	\$ 448.30	\$ 36.93	\$ -	\$ 1,009,602.33	119	55
296	H.B. Jaeger	10/16/2014	\$ 23.21	\$ 411.37	\$ 23.21	\$ -	\$ 1,009,602.33	119	56
297	Diesel	10/16/2014	\$ 87.98	\$ 388.16	\$ 87.98	\$ -	\$ 1,009,602.33	120	68
298	Home Depot	10/17/2014	\$ 3.75	\$ 632.11	\$ 3.75	\$ -	\$ 1,009,602.33	119	52
299	Lowe's	10/17/2014	\$ 22.50	\$ 628.36	\$ 22.50	\$ -	\$ 1,009,602.33	119	53
300	CalPortland	10/17/2014	\$ 200.76	\$ 605.86	\$ 200.76	\$ -	\$ 1,009,602.33	119	54
301	Mutual Materials	10/19/2014	\$ 91.47	\$ 1,068.94	\$ 91.47	\$ -	\$ 1,009,602.33	119	51
302	Home Depot	10/20/2014	\$ 8.77	\$ 1,309.40	\$ 8.77	\$ -	\$ 1,009,602.33	119	48
303	H.B. Jaeger	10/20/2014	\$ 75.71	\$ 1,300.63	\$ 75.71	\$ -	\$ 1,009,602.33	119	49
304	H.B. Jaeger	10/20/2014	\$ 820.26	\$ 1,224.92	\$ 820.26	\$ -	\$ 1,009,602.33	119	50
305	Lowe's	10/21/2014	\$ 2.96	\$ 736.58	\$ 2.96	\$ -	\$ 1,009,602.33	119	47
306	Associated Earth, Inspection	10/23/2014	\$ 1,310.20	\$ 1,397.47	\$ 1,310.20	\$ -	\$ 1,009,602.33	117	49
307	Home Depot	10/23/2014	\$ 65.36	\$ 87.27	\$ 65.36	\$ -	\$ 1,009,602.33	119	46
308	Diesel	10/23/2014	\$ 90.98	\$ 21.91	\$ 21.91	\$ 69.07	\$ 1,009,533.26	120	76
309	Central Welding	10/25/2014	\$ 71.88	\$ 663.80	\$ 71.88	\$ -	\$ 1,009,533.26	119	45
310	Lowe's	10/26/2014	\$ 14.56	\$ 923.82	\$ 14.56	\$ -	\$ 1,009,533.26	119	44
311	CalPortland	10/27/2014	\$ 53.94	\$ 1,241.17	\$ 53.94	\$ -	\$ 1,009,533.26	119	42

	A	B	C	D	E	F	G	H	I
10	Payment	Date	Payment Amt	Accrued Interest	applied to interest	applied to principal	Principal Balance	Ex. #	sub #
312	Econo Vac	10/27/2014	\$ 418.84	\$ 1,187.23	\$ 418.84	\$ -	\$ 1,009,533.26	119	43
313	Lowe's	10/28/2014	\$ 75.96	\$ 1,100.29	\$ 75.96	\$ -	\$ 1,009,533.26	119	40
314	Lowe's	10/28/2014	\$ 5.44	\$ 1,024.33	\$ 5.44	\$ -	\$ 1,009,533.26	119	41
315	Econo Vac	10/29/2014	\$ 1,448.00	\$ 1,350.79	\$ 1,350.79	\$ 97.21	\$ 1,009,436.04	119	39
316	Home Depot	10/30/2014	\$ 32.05	\$ 331.87	\$ 32.05	\$ -	\$ 1,009,436.04	119	37
317	Home Depot	10/30/2014	\$ 32.33	\$ 299.82	\$ 32.33	\$ -	\$ 1,009,436.04	119	38
318	Home Depot	11/3/2014	\$ 11.03	\$ 1,594.97	\$ 11.03	\$ -	\$ 1,009,436.04	119	36
319	Diesel	11/4/2014	\$ 84.98	\$ 1,915.81	\$ 84.98	\$ -	\$ 1,009,436.04	120	67
320	CalPortland	11/10/2014	\$ 58.52	\$ 3,822.04	\$ 58.52	\$ -	\$ 1,009,436.04	119	35
321	Central Welding	11/11/2014	\$ 15.00	\$ 4,095.39	\$ 15.00	\$ -	\$ 1,009,436.04	119	32
322	Central Welding	11/11/2014	\$ 71.14	\$ 4,080.39	\$ 71.14	\$ -	\$ 1,009,436.04	119	33
323	Central Welding	11/11/2014	\$ 33.99	\$ 4,009.25	\$ 33.99	\$ -	\$ 1,009,436.04	119	34
324	Associated Earth, Inspection	11/12/2014	\$ 190.00	\$ 4,307.13	\$ 190.00	\$ -	\$ 1,009,436.04	117	50
325	CalPortland	11/13/2014	\$ 215.33	\$ 4,449.00	\$ 215.33	\$ -	\$ 1,009,436.04	119	31
326	Diesel	11/13/2014	\$ 79.48	\$ 4,233.67	\$ 79.48	\$ -	\$ 1,009,436.04	120	64
327	CalPortland	11/14/2014	\$ 90.77	\$ 4,486.06	\$ 90.77	\$ -	\$ 1,009,436.04	119	30
328	Home Depot	11/20/2014	\$ 10.70	\$ 6,386.51	\$ 10.70	\$ -	\$ 1,009,436.04	119	28
329	FedEx	11/20/2014	\$ 340.00	\$ 6,375.81	\$ 340.00	\$ -	\$ 1,009,436.04	121	9
330	Plywood Supply	11/26/2014	\$ 103.50	\$ 8,027.02	\$ 103.50	\$ -	\$ 1,009,436.04	119	27
331	Diesel	11/27/2014	\$ 20.01	\$ 8,255.39	\$ 20.01	\$ -	\$ 1,009,436.04	120	62
332	Nappa	12/1/2014	\$ 4.01	\$ 9,562.86	\$ 4.01	\$ -	\$ 1,009,436.04	120	6
333	Lowe's	12/3/2014	\$ 5.90	\$ 10,222.59	\$ 5.90	\$ -	\$ 1,009,436.04	119	22
334	Central Welding	12/5/2014	\$ 73.60	\$ 10,880.43	\$ 73.60	\$ -	\$ 1,009,436.04	119	21
335	Diesel	12/5/2014	\$ 71.48	\$ 10,806.83	\$ 71.48	\$ -	\$ 1,009,436.04	120	63
336	Staples	12/17/2014	\$ 36.00	\$ 14,717.78	\$ 36.00	\$ -	\$ 1,009,436.04	121	5
337	Ace	12/21/2014	\$ 50.74	\$ 16,009.26	\$ 50.74	\$ -	\$ 1,009,436.04	119	16
338	Diesel	12/22/2014	\$ 84.90	\$ 16,290.39	\$ 84.90	\$ -	\$ 1,009,436.04	120	69
339	Pacific Plumbing	12/23/2014	\$ 106.19	\$ 16,537.36	\$ 106.19	\$ -	\$ 1,009,436.04	119	11
340	Pacific Plumbing	12/23/2014	\$ 98.21	\$ 16,431.17	\$ 98.21	\$ -	\$ 1,009,436.04	119	12
341	Grainger	12/23/2014	\$ 37.05	\$ 16,332.96	\$ 37.05	\$ -	\$ 1,009,436.04	119	13
342	Grainger	12/23/2014	\$ 117.71	\$ 16,295.91	\$ 117.71	\$ -	\$ 1,009,436.04	119	14

	A	B	C	D	E	F	G	H	I
10	Payment	Date	Payment Amt	Accrued Interest	applied to interest	applied to principal	Principal Balance	Ex. #	sub #
343	Staples	12/24/2014	\$ 70.00	\$ 16,510.07	\$ 70.00	\$ -	\$ 1,009,436.04	121	10
344	Home Depot	12/29/2014	\$ 327.41	\$ 18,099.41	\$ 327.41	\$ -	\$ 1,009,436.04	119	4
345	Home Depot	12/29/2014	\$ 477.54	\$ 17,772.00	\$ 477.54	\$ -	\$ 1,009,436.04	119	5
346	Home Depot	12/29/2014	\$ 45.64	\$ 17,294.46	\$ 45.64	\$ -	\$ 1,009,436.04	119	6
347	Home Depot	12/29/2014	\$ 51.36	\$ 17,248.82	\$ 51.36	\$ -	\$ 1,009,436.04	119	7
348	Diesel	12/29/2014	\$ 57.22	\$ 17,197.46	\$ 57.22	\$ -	\$ 1,009,436.04	120	70
349	Lowe's	12/30/2014	\$ 39.48	\$ 17,472.11	\$ 39.48	\$ -	\$ 1,009,436.04	119	2
350	Lowe's	12/30/2014	\$ 107.18	\$ 17,432.63	\$ 107.18	\$ -	\$ 1,009,436.04	119	3
351	Sno County Solid Waste	1/2/2015	\$ 138.00	\$ 18,321.06	\$ 138.00	\$ -	\$ 1,009,436.04	118	19
352	Home Depot	1/2/2015	\$ 27.84	\$ 18,183.06	\$ 27.84	\$ -	\$ 1,009,436.04	119	216
353	CalPortland	1/2/2015	\$ 74.97	\$ 18,155.22	\$ 74.97	\$ -	\$ 1,009,436.04	119	217
354	Lowe's	1/2/2015	\$ 10.35	\$ 18,080.25	\$ 10.35	\$ -	\$ 1,009,436.04	119	218
355	Ace	1/3/2015	\$ 7.62	\$ 18,401.77	\$ 7.62	\$ -	\$ 1,009,436.04	119	213
356	Beyler Consulting	1/23/2015	\$ 818.55	\$ 25,031.54	\$ 818.55	\$ -	\$ 1,009,436.04	117	44
357	Associated Earth, Inspection	2/19/2015	\$ 791.00	\$ 33,173.46	\$ 791.00	\$ -	\$ 1,009,436.04	117	51
358	State of Washington	3/31/2015	\$ 95.00	\$ 45,657.24	\$ 95.00	\$ -	\$ 1,009,436.04	117	14
359	Stanwood Ready Mix	4/2/2015	\$ 1,551.62	\$ 46,225.97	\$ 1,551.62	\$ -	\$ 1,009,436.04	119	167
360	Stanwood Ready Mix	4/2/2015	\$ 1,551.62	\$ 44,674.35	\$ 1,551.62	\$ -	\$ 1,009,436.04	119	168
361	Mike Brite Concrete Finisher	4/2/2015	\$ 19,500.00	\$ 43,122.73	\$ 19,500.00	\$ -	\$ 1,009,436.04	119	169
362	Stanwood Ready Mix	4/2/2015	\$ 6,206.08	\$ 23,622.73	\$ 6,206.08	\$ -	\$ 1,009,436.04	119	170
363	Northshore Paving	4/8/2015	\$ 30,824.68	\$ 19,407.87	\$ 19,407.87	\$ 11,416.81	\$ 998,019.23	119	164
364	Puget Sound Energy	4/9/2015	\$ 9,142.28	\$ 328.12	\$ 328.12	\$ 8,814.16	\$ 989,205.07	119	219
365	Potelco	4/9/2015	\$ 494.67	\$ -	\$ -	\$ 494.67	\$ 988,710.40	119	220
366	Stanwood Ready Mix	4/10/2015	\$ 12,800.00	\$ 325.06	\$ 325.06	\$ 12,474.94	\$ 976,235.46	119	161
367	Quality Concrete	4/15/2015	\$ 194.00	\$ 1,604.77	\$ 194.00	\$ -	\$ 976,235.46	119	160
368	Associated Earth, Inspection	4/24/2015	\$ 525.98	\$ 4,299.36	\$ 525.98	\$ -	\$ 976,235.46	117	53
369	Growing Green	4/27/2015	\$ 386.25	\$ 4,736.24	\$ 386.25	\$ -	\$ 976,235.46	119	157
370	Chainsaw Plus	6/1/2015	\$ 219.50	\$ 15,583.38	\$ 219.50	\$ -	\$ 976,235.46	120	3
371	Associated Earth, Inspection	6/26/2015	\$ 203.00	\$ 23,387.74	\$ 203.00	\$ -	\$ 976,235.46	117	52
372	Northshore Paving	6/29/2015	\$ 9,044.35	\$ 24,147.60	\$ 9,044.35	\$ -	\$ 976,235.46	119	135
373	All Pro Risk	7/1/2015	\$ 7,143.80	\$ 15,745.16	\$ 7,143.80	\$ -	\$ 976,235.46	117	8

	A	B	C	D	E	F	G	H	I
10	Payment	Date	Payment Amt	Accrued Interest	applied to interest	applied to principal	Principal Balance	Ex. #	sub #
374	All Pro Risk	7/1/2015	\$ 1,960.00	\$ 8,601.36	\$ 1,960.00	\$ -	\$ 976,235.46	117	9
375	First American Title	8/31/2015	\$ 383.60	\$ 26,219.56	\$ 383.60	\$ -	\$ 976,235.46	117	21
376	Beyler Consulting	11/10/2015	\$ 2,108.68	\$ 48,623.70	\$ 2,108.68	\$ -	\$ 976,235.46	117	36
377	Quality Concrete	3/23/2016	\$ 14,615.00	\$ 89,522.87	\$ 14,615.00	\$ -	\$ 976,235.46	119	174
378	Quality Concrete	3/23/2016	\$ 14,475.00	\$ 74,907.87	\$ 14,475.00	\$ -	\$ 976,235.46	119	175
379	State of Washington	3/31/2016	\$ 95.00	\$ 63,000.51	\$ 95.00	\$ -	\$ 976,235.46	117	13
380	State of Washington	3/31/2017	\$ 95.00	\$ 180,053.76	\$ 95.00	\$ -	\$ 976,235.46	117	12
381	Entry of Judgment	3/16/2018		\$ 292,292.71	\$ -	\$ -	\$ 976,235.46		
382									
383	Totals		\$ 984,526.96		\$ 560,762.42	\$ 423,764.54			
384									
385						SUMMARY			
386						Original Note	\$ 1,400,000.00		
387						Interest Charged	\$ 853,055.12		
388						Interest Paid	\$ (560,762.42)		
389						Principal paid	\$ (423,764.54)		
390						Remaining Balance	\$ 1,268,528.16		
391						<u>Comprised of:</u>			
392						Accrued Interest	\$ 292,292.71		
393						Principal	\$ 976,235.46		
394							\$ 1,268,528.16		
395									
396									
397									
398									
399									
400									

APPENDIX

Exhibit 4 Loan Agreement

October 03. 2011

LOAN AGREEMENT b/n VLADAN MILOSAVLJEVIC & ALLEN and MARGARET CURTIS

I, VLADAN MILOSAVLJEVIC, will pay ALLEN AND MARGARET CURTIS, our loan of \$ 1,400,000.00

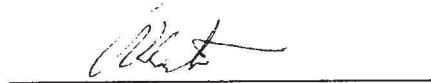
(one million-four hundred-00 dollars)

My personal guarantee, is a two-and-one-half acre parcel, situated at, 84xx N.E. 203rd Street, Bothell, Washington, 98011, King County (LEGAL: 012604 40e1/2ofE 1/2of S 1/2of NE 1/4of NE 1/2less Co.RD.)


RE TAX # 0126049040



VLADAN MILOSAVLJEVIC



ALLEN CURTIS



MARGARET CURTIS

December 10, 2019 - 12:52 PM

Filing Petition for Review

Transmittal Information

Filed with Court: Supreme Court
Appellate Court Case Number: Case Initiation
Appellate Court Case Title: Vladan R. Milosavljevic, Appellant v. Margaret L. Curtis, Respondent (782487)

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Appendix to Petition For Review

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Phone: 425-346-1646

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Appellate Court Case Title: Vladan R. Milosavljevic, Appellant v. Margaret L. Curtis, Respondent (782487)

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