

68433-7

68433-7

No. 68433-7
IN THE WASHINGTON COURT OF APPEALS,
At Division 1,
BRAD BART BROWN, Respondent
v
LUCY MARIE BROWN, Appellant
(now known as Lucy Marie Braun)

AN APPEAL FROM THE SUPERIOR COURT OF WASHINGTON,
County of Skagit

Appellant's Opening Brief

Lucy Marie Braun
P. O. Box 834
Anacortes, WA 98221
(360) 630-7010

SEP 23 11:19:33
SIA
11/19/03

TABLE OF CONTENTS

A.	Assignments of Error.....	1
	1. The trial court erred in refusing to hear Wife’s <u>In Limine</u> Motion prior to the commencement of the trial.....	2
	2. The trial court erred in denying Wife’s Motion for Order Continuing Trial.....	4
	3. The trial court erred in finding the parties incurred a possible community dog bite liability.....	16
	4. The trial court erred in finding the parties do not have personal community property.....	21
	5. The trial court erred in finding additional maintenance to Wife should not be ordered.....	26
	6. The trial court erred in denying Wife’s Motion for Order Sealing Court File and Public Access System.....	34
	7. The trial court erred in finding an award of Attorney Fees and Costs to Wife did not apply.....	44
B.	Statement of the Case	1
C.	Summary of Argument.....	
D. C	Argument.....	2
E.	Conclusion.....	49
F.	Appendix.....	51

TABLE OF AUTHORITIES

Table of Cases

<u>Beam v. Beam</u> , 18 Wash. App. 444, 569 P.2d 719 (1977).....	4, 22, 23
<u>Beauharnais v. Illinois</u> , 343 U.S. 250, 72 S. Ct. 725, 96 L. Ed. 919 (1951)...	41
<u>Bennett v. Bennett</u> , 63 Wash. 2d 404, 387 P.2d 517 (1963)	46
<u>Benson v. Bush</u> , 3 Wash. App. 777, 477 P.2d 929 (1971).....	
<u>Bowman v. Bowman</u> , 77 Wn. 2d 174, 459 P.2d 787 (1969).....	49
<u>Butler v. Joy</u> , 116 Wn. App. 291, 65 P.3d 671 (2003).....	5
<u>Chamberlin v. Chamberlin</u> , 44 Wash. 2d 689, 270 P.2d 461 (1954) 5, 10	
<u>Coggle v. Snow</u> , 56 Wn. App. 499, 784 P.2d 554 (1990).....	13,
<u>Dayton v. Farmers Ins. Group</u> , 124 Wn. 2d 277, 876 P.2d 896 (1994).....	45
<u>Dickson v. Dickson</u> , 2 Wash. App. 183, 529 P.2d 476 (1974)	41
<u>E. I. DuPont de Nemours & Co., v. Garrison, et al.</u> , 13 Wash. 2d 170, 124 P.2d 939 (1949).....	3, 21
<u>Leen v. Demopolis</u> , 62 Wn. App. 473, 487, 815 P.2d 269 (1991), <u>review denied</u> , 118 Wn.2d 1022 (1992).....	45
<u>In re Marriage of Combs</u> , 105 Wash. App. 168, 19 P.3d 469 (2001).....	14
<u>In re Marriage of Crosetto</u> , 82 Wn. App. 545, 918 P.2d 954 (1996).....	32, 45
<u>In re Marriage of Griswold</u> , 112 Wn. App. 333, 48 P.3d 1018 (2002).....	26
<u>In re Marriage of Hoseth</u> , 115 Wash. App. 563, 63 P.3d 164 (2003).....	49
<u>In re Marriage of Nicholson</u> , 17 Wn. App. 110, 561 P.2d 1116 (1977).....	26
<u>In re Marriage of Pratt</u> , 99 Wn. 2d 905, 665 P.2d 400 (1983).....	47
<u>In re Marriage of Steadman</u> , 63 Wash. App. 523, 821 P.2d 59 (1991)....	48
<u>In re Marriage of Washburn</u> , 101 Wn.2d 168, 677 P.2d 152 (1984).....	27
<u>Koon v. Koon</u> , 50 Wash.2d 577, 313 P.2d 369 (1957).....	46
<u>Krienke v. Chase Home Finance</u> 140 Wash App 1032, (2007)	14

<u>Leslie v. Verhey</u> , 90 Wn. App. 796, 954 P.2d 330 (1998), <u>review denied</u> 137 Wn.2d 1003 (1999).....	49
<u>Parratt v Taylor</u> , 451 U.S. 527, 535-37, 101 S.Ct. 1908, (1981)... 34	
<u>Marriage of Horner</u> , 151 Wash.2d 884, 93 P.3d 124 (2004).....	41
<u>Marriage of Scanlon</u> , 109 Wash. App. 167, 181, 34 P.3d 577 (2001)...	5
<u>Prostov v. Prostov</u> , 110 Wash. App. 1082, Not Reported in P.3d, 2002 WL 500356, Wash. App. Div. 1, 2002.....	
<u>Rufer v. Abbott Laboratories</u> , 154 Wn.2d 530, 114 P.3d 1182 (2005).....	39
<u>Seals v. Seals</u> , 22 Wn. Ap. 652, 590 P.2d 1301 (1979).....	49
<u>Seattle Times Co. v. Ishikawa</u> , 97 Wn. 2d 30, 640 P.2d 716 (1982).....	35, 43
<u>Southcenter Joint Venture v. National Democratic Policy Committee</u> , 113 Wash. 2d 413, 780 P.2d 1282 (1989).....	36, 38
<u>State ex rel. Carroll v. Junker</u> , 79 Wn. 2d 12, 26, 482 P.2d 775 (1971).....	4
<u>Stibbs v. Stibbs</u> , 38 Wash. 2d 565, 231 P.2d 310 (1951).....	46
<u>Valdez-Zontek v. Eastmont School Dist.</u> , 154 Wash. App. 147, 225 P.3d 339 (2010).....	36, 37
<u>Beauharnais v. Illinois</u> , 343 U.S. 250, 72 S. Ct. 725, 96 L.Ed. 919 (1951)...	41
<u>Parratt v. Taylor</u> , 451 U.S. 527, 101 S.Ct. 1908, 68 L.Ed.2d 420 (1981).....	49

Constitutional Provisions

Constitution of the United States of America, 14 th Amendment - Privilege	36
---	----

Statutes

RCW 26.09.140	44, 45, 4
42 U.S.C. § 1983 (1976).....	34

Rules

Skagit County Local Rule 7(g).....	2
------------------------------------	---

CR 52(a).....	49
CR 58.....	
Washington Rule of Appellate Procedure 18.1.....	48

A Assignments of Error

1. The trial court erred in refusing to hear Wife's In Limine Motion prior to the commencement of the trial, as required by Skagit County Local Rule 7(g).....
2. The trial court erred in denying Wife's Motion for Order Continuing Trial Date
3. The trial court erred in finding the parties incurred a possible community dog bite liability.....
4. The trial court erred in finding the parties do not have personal community property in proceeds from the sale of a BMW purchased during the Marriage.....
5. The trial court erred in denying Wife's Motion for Additional Maintenance because it failed to even come close to equalizing the standards of living of the parties...
6. The trial court erred in denying Wife's Motion for Order Sealing Court File and Public Access System.....
7. The trial court erred in denying Wife's Motion for Award of Attorney Fees and by Finding Attorneys' Fees did not apply.....

B Statement of the Nature and Result of Case

Wife appeals a judgment of dissolution of a marriage of just under 3 months, during which time a substantial number of monetary and property issues arose. On the grounds of abuse of discretion, Wife appeals the denial of the following motions set for Day 1 of trial, none of which the judge read: In Limine Motion to Exclude Evidence and Testimony; Motion for Continuance of Trial; and Motion for Order Sealing Court File; Motion for Additional Maintenance. Wife also appeals the findings of a community dog bite liability, a finding the parties do not have any personal community property, and the denial of Wife's attorney fee request. The transcript shows

that the judge had no familiarity with this case, writing Wife off as without rights simply because the marriage was of short duration.

 Argument

1. The trial court erred in denying Wife's In Limine Motion for Order Excluding Testimony and Evidence.

Wife timely filed and served an In Limine Motion for Exclusion of Evidence and Testimony, which was set for Day 1 of trial. CP 183, 184, 185, 188. Skagit County Local Rule 7 (g) states “[a]ll in limine motions shall be heard by the trial judge prior to trial,” but at the outset, the judge stated, “I’m prepared to listen to opening statements.” 1/18/12 RP 5:12-13. Wife stated, “your Honor, I had preliminary motions for excluding evidence. I was hoping that before we actually went into the trial, those could be heard. That’s pretty standard procedure for an in limine motion excluding evidence to go before.” 1/18/12 RP 9:3-7. The court’s response was, “Let me hear your opening first,” 1/18/12 RP 9:8, ignoring Skagit County Local Rule 7 (g), never returning to Wife’s in limine motion, refusing to hear Wife’s argument on it, effectively denying her motion by allowing Husband to supply prejudicial, irrelevant and inadmissible testimony which Wife’s in limine motion sought to exclude.

Wife's in limine motion sought exclusion of testimony and evidence related to a loan Husband claimed he took out to purchase a BMW during the marriage. Wife testified and produced an Order (CP 82) from a hearing in which Husband was ordered to produce a "sworn statement" from the person Husband claimed loaned him money during the marriage to buy the BMW. 11/14/11 HP 24:7-11; 11/20/12 RP. Husband falsely testified he had not been so ordered (1/18/11 RP 43:7-13.) Husband testified the parties married on 4/9/11 (1/18/12 RP 35: 10-11), and separated on 7/5/11. (1/18/12 RP 35:12-13.) Husband provided nothing but his self-serving statements to substantiate the purchase price of the BMW, but testified in a hearing that the BMW was purchased in May, 2011 (11/14/11 HP 20:13-16, when the parties lived together as Husband and Wife. The BMW purchased during marriage was, thus, presumed "community property," and the burden rests upon the spouse asserting its separate character to establish such claim by satisfactory evidence. E. I. DuPont de Nemours & Co., v. Garrison, et al., 13 Wash. 2d 170, 124 P.2d 939 (1949).

Harold Koch testified that on 8/11/11, he purchased the BMW from Husband for \$3,800. (1/18/12 RP 28:17 – 29:7) Husband did not contest that (1/18/12 RP 29: 16-18), and the judge found "\$3,800 was paid. \$3,800 was received." 1/18/12 RP 33:1-3.

Husband was ordered to provide a “sworn statement” from the person he claimed loaned him \$2,000 to purchase the BMW (11/14/11 HP 24:7-11), but only presented his own self-serving testimony. (1/18/12 RP 41:25-42:7.) Self-serving testimony alone is insufficient to overcome the presumption the BMW was community. Beam v. Beam, 18 Wash. App. 444, 569 P.2d 719, Div. 3 (1977). (Emphasis added.)

The court accepted Husband’s self-serving statements alone about the loan to rebut the community property presumption, finding the parties had no community property (CP 210, 211.) In rendering on these untenable grounds its decision that the BMW proceeds were Husband’s separate property, the trial court abused its discretion. State ex rel. Carroll v. Junker, 79 Wn.2d 12, 26, 482 P.2d 775 (1971). The abuse of discretion prejudiced Wife in depriving her of her \$1,900 community property interest in the \$3,800 Husband made from the sale.

Husband provided only his self-serving testimony he installed \$651 in parts on the BMW, receipts which were supposedly “in the car when it got sold.” (1/18/12 RP 43:1-6), so no offset should have been allowed for the parts either.

2. The trial court erred in denying Wife’s Motion for Order Continuing Trial Date

Prior to trial, Wife filed a Motion for Order Continuing Trial, which was set for Day 1 of trial (CP 187, 190). Washington courts take a liberal view toward granting continuances, especially in divorce cases and particularly where the continuance is the first one sought. Chamberlin v. Chamberlin, 44 Wash. 2d 689, 270 P.2d 464 (WASH. 1954) (Emphasis added.) The rationale is the "public has an interest in the result of every suit for divorce, and it should be the aim of the court to afford the fullest possible hearing." Prostov v. Prostov, 110 Wash. App. 1082, Not Reported in P.3d, 2002 WL 500356, Wash. App. Div. 1, 2002. In this divorce case, Wife never before requested a trial continuance. But the judge had not read the file, so she did not know that. 1/20/12 RP 17:19-20.

A trial court may deny a CR 56(f) motion for a continuance when "(1) the requesting party does not have a good reason for the delay in obtaining the evidence, (2) the requesting party does not indicate what evidence would be established by further discovery, or (3) the new evidence would not raise a genuine issue of fact." Butler v. Joy, 116 Wn. App. 291, 299, 65 P.3d 671 (2003). Wife supplied good cause for a continuance, what would be established, and a genuine fact issue: the severance of the non-community nature of the dog bite.

Wife testified, "if Your Honor had only skimmed the file, you might realize an abundance of that file is related to [Husband's]

withholding my personal property.” 1/20/12 RP 17:21-23. Rather than considering that information with respect to Wife’s Motion for Continuance, the judge moved onto asking Wife “What property do you claim he still has?” 1/20/12 RP 18:2.

Good cause existed for continuance because, as Wife testified, 1.) Husband caused Wife a great many delays, expenses and impediments to her preparation for trial, and 2.) Wife was indigent, without a vehicle and with no in-state family members to assist her.

The 6-volume court file demonstrates, Husband kept Wife busy every single day with filing motions and appearing at hearings trying to secure the return of thousands of dollars of Wife's personal property Husband wrongfully withheld from Wife for over 6 months, blocking Wife’s trial preparation.

Over the 6 months leading to trial, Husband inflicted numerous time-consuming and expensive situations upon Wife when she was homeless, indigent and without a vehicle: 1.) a frivolous motion for a restraining order, which was denied (Supp Designation of CP: Case No. 11 2 01447 1), 2.) a frivolous motion for reduction of maintenance where the court found he made more than he claimed (10/3/11 HP 5:14-15), and the court denied his motion, (CP 34), wrongfully withholding wife’s personal property for over 6 months,

requiring Wife to 3.) research, prepare and serve 3 sets of discovery (CP 66), and 4.) research, prepare and appear on a motion for its return, which was granted (CP 82), providing evasive and non-responsive answers to discovery, requiring Wife to 5.) research, prepare and appear on a motion to compel discovery (CP 55, 68, 11), which was granted (CP 82), and 6.) requiring Wife to research, prepare and appear on a motion for its return (CP 48, 58), which was granted (CP 82), concealing community profits from a BMW sale, requiring Wife to 7.) research, prepare and serve discovery and subpoenas and 8.) a motion for issuance of 12 subpoenas (1/3/12 HP 47:20-21), which were granted (1/3/12 HP), trips to Vehicle Licensing to learn true buyer, 9) and a motion for order to show cause re contempt to force Husband to divulge the true buyer and sale price, Wife's indigency required that she 10) research, prepare and appear on a motion for maintenance, which was granted (CP 27), and 11) research, prepare and appear on a motion for waive of subpoena issuance fees, which was granted (CP 142) Husband also, 12.) made numerous requests for sanctions (CP 47, 82, 98, 122, 141), all of which were denied, Wife, on the other hand, 12) had to research, prepare and appear on numerous ex parte motions on shortened time, all of which were granted, in order to get as much accomplished as she could prior to trial (CP 52, 60, 69, 92, 102,

104, 132, 137, 173, 184) All of the foregoing were circumstances that took a great deal of time from Wife's trial preparation, but the trial judge refused to let Wife testify on these matters.

Wife testified that "for over 5 months, [Husband] withheld from [her] personal property that belonged to [her,]" and played a "major part in the delay of these proceedings." (1/18/12 RP 13:7-9.)

Wife testified that she "had to go to great lengths (by going to Vehicle Licensing, getting a copy of the Title, and the bill of sale) to find out Guyle Adkerson was not the buyer" as Husband stated in his Response. CP 85; 1/20/12 RP 29:5-7. Even on the witness stand, Husband would not answer Wife's question: With Husband claiming he sold the BMW in 8/11, why neither Husband's 10/31/11 interrogatory responses, nor his response to the 11/14/11 order that he provide the buyer name, he stated Guyle Adkerson was the buyer, when Harold Koch bought the BMW from him back on 8/11/11? And why was it not until after Wife stated in court that she had found the true buyer was someone other than Guyle Adkerson, that Husband confessed Harold Koch was the buyer. 1/20/11 26:11-29:2.

Wife testified, "[t]he point is it was contempt, Your Honor. He was ordered to disclose that to me. I had to go to great expense and

time to find out the true buyer.” 1/20/12 RP 29:22-25. And all the judge would do was to characterize Wife’s work as “a tempest in a teapot,” and say, “it makes no difference.” 1/20/12 30:8-9. A \$1,500 understatement of community property proceeds (\$3,800 actually received, minus \$2,300 (\$2,951 + \$651 (for unsubstantiated parts) = \$2,300) claimed received = \$1,500 difference) may be nothing to a judge, but it’s a lot of money to someone with no income, no car, and nowhere permanent to live.

Husband was ordered to provide Wife with bank statements for 3 months prior to the marriage through October 2011. (11/14/11 HP 18:11-13; CP 82) Wife testified about that, and how Husband only provided that portion of his statements stating deposits and withdrawals. (1/18/12 RP 45:4-24), forcing Wife to subpoena Husband’s bank records, at great time and expense from Wife’s trial preparation.

But before Wife could present testimony or evidence regarding grounds for a continuance based upon delays Husband caused, the court stated Wife’s “motion for continuance [was] denied.” (1/18/12 RP 26:25-27:1.) The court did not take that into consideration in denying Wife’s motion for continuance, but did acknowledge, “Alright. We know it,” referring to Wife’s statement that “[Husband was withholding the profit from the Court and [Wife] . . . by not disclosing

the true buyer, or the true sale price, or the true place of sale.”

1/20/12 RP 17-20.

Husband violated court orders, hid community property proceeds from the BMW sale, lodged scores of libelous, defamatory, and false light statements about Wife, scores of perjuries related to evidence in this case, and a plethora of irrelevant, libelous, defamatory and false light accusations about Wife in the public file, forcing Wife to gather evidence to refute them, and thwarting Wife’s trial preparation.

In Chamberlin, supra, the court noted that ‘[i]t is always well for trial courts to be liberal in the matter of granting continuances, where a party or a material witness on account of sickness or other unavoidable reason is unable to be present at the time set for the trial of the cause * * *.’ (Emphasis added.) Wife’s subpoena of a dog bite victim was wrongfully denied, based on the court’s in accurate belief that “ALL liabilities [arising] in a dissolution are community,” (1/3/12 HP 17: 5-6) leaving Wife no time to challenge the denial. The victim was a material witness in that his testimony would have substantiated that the community nature of the dog bite incident was severed, but the victim was unable to be present at trial.

Wife also testified that not all of Husband’s bank statements were received by Wife by trial, records critical to showing the community nature of the funds Husband used to purchase the BMW, records he had been

ordered to produce. (11/14/11 HP 18:11-13, CP 82.) And wife testified to the prejudice to her case, telling the court, “here I am, left without my evidence to put on a trial. I request a continuance of this trial. * * * That motion has not been heard, and I believe I have good grounds. For this trial to be going forward without my evidence is a travesty of justice. The commissioner granted my subpoenas, and the evidence hasn’t come yet. Only one of my witnesses who was subpoenaed to be here is here, and I need that evidence to prove all the monetary damages [Husband] has caused me.” (1/18/12 RP 14:21-15:5.)

Wife also testified she wanted “on the record that neither the licensing people, nor the notary responded to subpoenas that were duly served on them.” 1/20/12 RP 4:22-24.

Wife asked for clarification on why, when 90% of her evidence that granted in response to her subpoena requests had not arrived, the judge would not grant a continuance. “I would like legal grounds,” she requested. 1/20/12 RP 17: 7-12. The court responded, “[t]he grounds are that this was set for trial ma’am. It’s your responsibility to be ready when your case comes to trial. If you needed records, “ * * * [y]ou should have subpoenaed those early enough to get records prior to the trial date. You didn’t, and so, therefore, you don’t have a record.” 1/20/12 RP 17:13-17. But the court made that decision, without reading Wife’s Motion for

Continuance (1/20/12 RP 17:19-20), or hearing Wife's testimony about all the things Husband did to impede Wife's trial preparation, and without taking into consideration Wife was without any income for the 1st 10 weeks of this case, and only earned \$130 the last month before trial. (CP 13, 18, 25) She treated Wife as though she had the resources of a wealthy attorney with a staff, a vehicle, and an expense account, rather than an indigent pro se with no vehicle, no permanent place to live, and no family in the state.

Wife testified, "there [were] other witnesses [besides Harold Koch] that "[were] not [there] that [she] subpoenaed." Wife testified she subpoenaed records from Yahoo.com to evidence promises Husband made in an e-mail to work on his home so Wife could make income from child care, but the records had not yet come (1/18/12 RP 14:15-21.)

Wife testified there were witnesses in connection with Husband's sale of a BMW that had been subpoenaed by her and were not at the trial. (1/18/12 RP 28: 7-9), but had direct bearing on Husband's false statements about the BMW in his discovery responses.

Wife testified there were "a substantial number of subpoenaed records that [she had] not yet received. Probably most importantly of which are the records that were subpoenaed from the [Husband's] employer." 1/20/12 RP 5:4-7.

A trial court's denial of a motion for a continuance is reviewed for an abuse of discretion. Coggle v. Snow, 56 Wn. App. 499, 508, 784 P.2d 554 (1990). In Coggle, the trial court denied a motion to continue the trial, because the pro se party requesting it failed to indicate what would be gained if the trial were further delayed, and the court, based thereon, concluded the trial court did not abuse its discretion by denying the motion to continue the trial, because the party requesting the continuance failed to allege he was prejudiced as a result of the trial court's rulings, and failed to explain how the trial court abused its discretion.

The Coggle case may be distinguished from the instant case in that Wife explained to the judge that a continuance would allow Wife to acquire subpoenaed evidence and testimony that she had not yet received from Husband's employer, from the dog bite victim, and from vehicle licensing. Furthermore, the good cause reasons for a continuance were set forth in Wife's motion for continuance, which the judge never read, nor gave Wife an opportunity to speak upon. The instant case can be further distinguished from the Coggle case in that in Coggle, the party requesting a continuance had already been granted several continuances, whereas Wife had not previously requested any. Hence, a continuance should have been granted. It was an abuse of discretion for the judge to deny a continuance so Wife could present evidence she had subpoenaed. The judge did not follow the law

requiring liberal granting of continuances in dissolution cases where no previous continuances were requested.

A trial court abuses its discretion if its decision is manifestly unreasonable or based on untenable grounds or untenable reasons. In re the Marriage of Combs, 105 Wash. App. 168, 173, 19 P.3d 469 (2001). There was no tenable ground for the trial judge to deny Wife a continuance until she could secure the testimony of the dog bite victim and the testimony of other subpoenaed witnesses and documents necessary to support Wife's claims with respect to the BMW purchase and Husband's employment records related to Wife's medical claim.

A new trial is available under CR 59(a)(1) if an "[i]rregularity in the proceedings of the court ... prevented [the moving party] from having a fair trial." Krienke v. Chase Home Finance, LLC, 140 Wash. App. 1032, Not Reported in P.3d, 2007 WL 2713737, (Wash. App. Div. 2, 2007). The judge's irregularity in denying Wife testimony from the dog bite victim, the remainder of Husband's bank statements, and the documents and testimony from Husband's employer prevented Wife from having a fair trial.

Wife was prejudiced as a result of the trial judge's denial of a continuance in that the trial judge ruled on the community nature of a potential dog bite liability without the testimony of the victim, and ruled

upon the community nature of the BMW purchased during the marriage without the testimony of material witnesses. It was an abuse of discretion for the trial judge to rule on the community nature of such debt before material witness testimony could be secured by Wife, particularly when the judge improperly limited Wife's time within which to seek the testimony of the alleged dog bite victim.

A new trial is needed, because Wife was not given a sufficient time to prepare for or present her case. When she told the judge she had 100 exhibits, without knowing a thing about what the exhibits contained, the judge said, "we are not going to do 100 exhibits." 1/20/12 RP 4:6-12. Wife asked the court why she was limited in the time she was allowed when there was a lot more evidence to go over. The judge answered, "because the Court Administrator was of the understanding that you needed a half day for this hearing." (1/18/12 RP 78: 16-21.) Wife responded, "No, your Honor, I never said that. In my . . . response to the petition, I said I needed two days." (1/18/12 RP 78: 22-24; CP 11.) The record shows Wife was only allowed only 3 hours and 50 minutes altogether. With Day 1 not commencing until 1:30 p.m. (1/18/12RP5:1), and going until 4:31 p.m. (1/18/12 RP 105:25), with a 1- hour and 6-minute break (1/18/12 RP 26:22), Day 1 was only allotted 1 hour and 55 minutes. With Day 2 not commencing until 1:30 p.m. (1/20/12 RP 2:2), and going until 3:30 p.m.

(1/20/12 RP 55:8), with a 5-minute break, Day 2 was only allotted 1 hour and 55 minutes, for a total trial time of just 3 hours and 50 minutes, NOT the 16 HOURS Wife requested in her Response to the Petition for Dissolution (CP 11), in her Motion Objecting to Trial Setting (CP 39, 46, 47), and in her request at trial.

Wife told the judge, "I want my 2 days that I requested," 1/18/12 RP 79:4-5). The judge stated she would "look and see what the trial assignment [said]," (1/18/12 RP 79:6-7), but instructed Wife to "go ahead and ask [her] questions." (1/18/12 RP 79:10-11.) The judge never returned to that issue, depriving Wife of sufficient time to present her case as she had properly requested in her Response to the Petition, in her motion objecting to trial setting, and at trial.

A new trial is also warranted because the court abused its discretion in not continuing the trial, and did not issue Findings of Fact and Conclusions of law sufficient to support a factual basis for its conclusion that there was no good cause for a continuance. A trial court must make findings of fact and conclusions of law sufficient to suggest the factual basis for its ultimate conclusions. CR 52(a).

3. The trial court erred in finding that the parties incurred a possible community dog bite liability.

Wife testified that during the marriage, there was an incident where Husband's dog "bit a disabled man" up to a "potential liability of \$200,000," because Husband "failed and refused to properly put his dog away, and left it roaming at large after the dog had already been cited by the Animal Control." (1/18/12 RP 23: 8-14.) Wife testified "this man was very seriously injured, to the point he had to have heart surgery as a result of the dog bite." (1/18/12 RP 23: 15-18). She testified that "Commissioner Paxton denied [her] the right to bring the claimant from the dog bite incident into the courtroom to testify," 1/20/12 RP 9:5-8; CP 153. This witness was material, but due to all the delays Husband caused, Wife had no time prior to trial to seek reconsideration of this ruling. And the court would not let Wife testify about what the missing witness might testify about in order to establish good cause for a continuance. Had the judge granted Wife's request for continuance, Wife could have supplied evidence Husband had homeowners' insurance to cover the liability.

Wife testified, without objection, "I was home at the residence, and witnessed [Husband's] dog come running out of the house. [Husband] left the door open, and the dog went after a disabled man, who had one leg, and tried to bite the man. [Husband] was saying, 'Oh, he's only going after the guy's crutches.' And then I said, 'you need to put the dog away. He's going after that man. 'Oh, no, no, he's only going after his crutches'

I said, 'Are you going to put that dog away?' He said, 'yeah.' He didn't. I left. I was going to the Tulip Festival with a friend of mine. Then I left to go to the Tulip Festival. Turns out, I'm still away from the home, he calls me up, and says, 'Deo bit that disabled guy.'" * * * "I said, 'you've got to be kidding me. You told me you would put that dog away.'" * * * "I didn't witness the bite. What I witnessed is the dog going after [the victim], and [Husband] told me he was putting [the dog] away. 1/20/12 RP 22:21 - 23:24. Wife testified, "after this case started, I went to the Anacortes Police, and found there was a dog bite incident report that indicated [Husband's] dog was previously cited for roaming at large, so I went on the internet, and found this disabled man's phone number, phoned him, and asked him what his side of the story was." 1/20/12 RP 24:4-12. Wife testified: "[Husband] told me that the man fell on the driveway, and couldn't get up." 1/20/12 RP 24:18-19. "I called the disabled man, and asked him if he would be willing to testify via phone if I asked him questions over the phone, and he agreed. May I call him now? I have a speaker phone on my phone." 1/2012 RP 24:23-25:2. The court allowed the call (1/20/12 RP 25:5-6), but no one answered, so Wife asked to "reserve the right to try to re-call this witness." 1/20/12 RP 25: 9-12. Later, Wife again attempted to phone the victim (1/20/12 RP 51:25-52:12), but again, he didn't answer. At 2:55 p.m., the judge refused to let

Wife phone the witness again. This denial was **just 3 hours and 20 minutes** (1 hour and 55 minutes the 1st day of trial + 1 hour and 25 minutes into the second day of trial) **into the total 3 hours and 50 minutes Wife was allowed for this trial.** Wife had requested 16 hours for trial, but the judge still would not continue the trial, so Wife was only allowed to present her testimony about the dog bite incident, and without that witness, the court found both parties incurred possible dog bite liability.

Benson v. Bush, 3 Wash. App. 777, 477 P.2d 929 (1971), held the community character of a husband's action had not been entirely broken off when he turned his attention from the community dog to commit a tort upon the Wife. Benson can be distinguished from the instant case in several respects: 1.) Husband's dog was not a community dog because a.) Husband confirmed the dog was his (1/18/12 RP 68:11-12), 2). as Wife testified, without objection, before she left home, Husband told her he would put the dog away, and 3.) if trial had been continued, the victim would have testified Wife was not home at the time of the incident. With these compelling and distinguishing facts, any community character of Husband's action in failing to control his dog was entirely broken off with respect to this incident in this marriage of less than 90 days, and there is

no just reason why Wife should bear any liability for the actions of Husband's dog.

Husband testified the dog was his. (1/18/12 RP 68: 11-12), and admitted his dog was previously cited for roaming at large (1/18/12 RP 68:24-69:7, which knowledge provided further proof that the community character of his actions were cut off at that time of the incident.

With Wife denied the victim's testimony to establish the community nature of the incident was severed by reason of the fact that Wife was not home, and the witness heard Husband tell Wife he would put the dog away, the court found community liability for an incident not community in nature.

A trial court must make findings of fact and conclusions of law sufficient to suggest the factual basis for its ultimate conclusions. CR 52(a). The judge found that the potential dog bite liability was a community debt. However, had a continuance of the trial been granted, there would have been no factual basis for that conclusion, because the material witness testimony would have shown that the community character of Husband's actions with respect to the dog was broken off at the time of the incident by the fact Wife was not home at the time of the incident, and prior to Wife leaving, Husband told Wife he would put the dog away.

On appeal, the court reviews challenged findings for substantial evidence. The court's finding that the dog bite was a community liability was without substantial evidence due to the court's refusal to grant Wife a continuance, so the material witness testimony could be secured.

4. The trial court erred in finding that the parties do not have personal community property.

Husband testified the parties were married on 4/9/11 (1/18/12RP35: 10-11), and separated on 7/5/11. (1/18/12 RP 35:12-13.) Husband provided nothing to substantiate the price for which he purchased the BMW.

Property acquired by purchase during marriage is presumed "community property," and the burden rests upon the spouse asserting its separate character to establish such claim by satisfactory evidence. E. I. DuPont de Nemours & Co., v. Garrison, et al., 13 Wash. 2d 170, 124 P.2d 939 (1949). Thus, the BMW was presumed community. In fact, nowhere in court filings, nor in his testimony, did Husband even claim the BMW, or proceeds from its sale, as his separate property.

Husband presented only his self-serving testimony that he took out a \$2,000.00 loan to purchase the BMW (1/18/12 RP 41:25-42:7.) No testimony or document was entered into evidence to substantiate this claimed loan.

Beam v. Beam, 18 Wash. App. 444, 569 P.2d 719, Div. 3 (1977), held that property acquired during marriage is presumed community, and that this presumption can be overcome only by clear and convincing evidence, and the burden of proof is on the party claiming separate nature of the property. Beam involved a husband who testified in a dissolution action that his separate property paid the balance on a down payment loan for which both husband and wife contributed separate property to obtain the down payment, and which was used to purchase real property. Such testimony without further proof, was found to be self-serving and insufficient to overcome the presumption that real property was community. Likewise, Husband's self-serving testimony that he borrowed money to purchase the BMW, without further proof, was insufficient to overcome the presumption that the BMW purchased during marriage was community. Wife testified that Husband was ordered to provide a "sworn statement" (11/14/11 HP 24:7-11) (which Husband never provided, in violation of that order) Regardless, a non-sworn statement, not even admitted into evidence, was insufficient to rebut the community property presumption.

Furthermore, the "VOID" on Husband's pay stubs show that he received his community earnings through direct deposits into his checking account from his employer, Dakota Creek Industries. (CP 23) And his bank statements, received after trial, show on 4/28/11, just prior to the

BMW purchase, Husband withdrew \$2,000.00 from the community property earnings in his checking account. (See Bank Statement for 4/22/11 to 5/20/11 in Appendix A), which paid the 5/9/11 BMW purchase, rather than by taking out the loan he claimed. The statements also show Husband withdrew \$22.75 from a Bellingham branch of his bank (where the sale took place per his Response to Request for Production in CP 66), because he did not have enough cash to complete the purchase.

Harold Koch testified he purchased the BMW from Husband on 8/11/11” for “\$3,800.” (1/18/12 RP 28:17 – 29:7) Husband admitted he sold the BMW for \$3,800 (1/18/12 RP 39:22-23.) The judge found “\$3,800 was paid. \$3,800 was received.” 1/18/12 RP 33:1-3.

The judge stated she “does not read declarations that are in the file.” (1/18/12 RP 37:23-24), but bases her decision “on the testimony at trial.” (1/18/12 RP 37:24.) But self-serving testimony alone is insufficient to rebut the community property presumption that arises when property is purchased during the marriage. Beam v. Beam, *supra*.

Husband testified he paid for alleged auto parts with his credit card, but when Wife asked Husband whether he provided copies of his credit card statements to prove he purchased the parts on his credit card, Husband testified he had not. (1/18/12 RP 47: 11-16.) And Husband admitted he had not provided itemized bank statements. (1/18/12 RP 48:

8-14.) Harold Koch testified Husband had not provided him with any receipts for the parts (1/18/12 RP 29: 22-24.) Nor had Husband told him anything about parts Husband allegedly purchased or installed (1/18/12 RP 31: 19-23.) Nor did Husband submit any evidence for the alleged parts purchase. Husband provided only his self-serving testimony that he spent \$651 for parts he installed on the BMW, receipts for which were supposedly “in the car when it got sold.” (1/18/12 RP 43:1-6.)

The judge put on Husband’s case for him by asking him how much money he paid for the BMW (1/18/12 RP 46: 6-9), how much he put into it, (1/18/12 RP 46:10-13.) and how much he made off the sale, (1/18/12 RP 46: 14-16,) to which Wife objected, stating Husband had “provided no evidence to substantiate those claims. (1/18/12 RP 46: 20-22.) The judge interrupted Wife, ignored her objection, and proceeded to calculate what she presumed from Husband’s self-serving statements alone, to be the profit Husband made, stating “eight hundred and forty-nine profit. All right. Now, let’s move on to an actual relevant line of inquiry, please.” (1/18/12 RP 47: 1-3.) Wife further objected that Husband had no proof he paid for any auto parts. (1/18/12 RP 47:4-6.) Still, the court ignored her objection, stating, “They’re in the car.” 1/18/12 RP 47:7-8.) This statement shows that despite the buyer stating Husband told him nothing about parts he supposedly purchased (1/18/12 RP 31:19-23), the judge

accepted Husband's self-serving statements alone to substantiate Husband's claim he paid for auto parts.

Based upon Husband's self-serving statements alone about the alleged loan, the court awarded Husband the BMW proceeds by finding the parties did not have any community property. (CP 210)

The record supports a finding Husband willfully refused to provide the true buyer name and purchase price for the BMW ordered in the 11/14/11 order. (CP 82.) The court even acknowledged, "[a]lright. We know it," referring to Wife's statement "[Husband] was withholding the profit from the court and myself . . . by not disclosing the true buyer or the true sale price, or the true place of sale." 1/20/12 RP 17-20. And the BMW was sold in violation of the restraining order in place since the 7/18/11 Petition for Dissolution was filed. (CP 4). The court even stated, "I understand that he sold the car in violation of the Court order," (1/20/12RP6:89) yet, refused sanction Husband's concealment or his violation of the restraining order, **"because he took out the loan to buy the car to begin with. He bought the car."** 1/20/12 RP 43:6-7. As though Husband's violation of the 11/14/11 Order (CP 82) requiring he produce a sworn statement, and his selling the BMW in violation of the restraining order and his concealing the true profit from it were not egregious enough, the court concluded, based

upon Husband's self-serving statements alone, that Husband took out a loan to buy the BMW. This, she cannot do under the Beam case. Under Beam, it was reversible error for the judge to find, with Husband's self-serving statements alone, that he borrowed \$2,000 to purchase the BMW and to rule, based thereon, that the BMW was his separate property. Under Beam, the community property presumption cannot be rebutted with self-serving statements alone. To do so was an abuse of discretion, because there was no tenable basis for finding the BMW proceeds were Husband's separate property, because under Beam, supra, such finding cannot be supported by his self-serving testimony alone, and nothing admitted into evidence supported the claimed loan.

The trial court's characterization of property as community or separate is a question of law, so review is de novo. In re Marriage of Griswold, 112 Wn. App. 333, 339, 48 P.3d 1018 (2002). The Appellate court may decide it anew. In dividing property, the court may consider one party's concealment of assets because a party must make a full and fair disclosure of all property, separate and community, within his or her control. In re Marriage of Nicholson, 17 Wn. App. 110, 118, 561 P.2d 1116 (1977). (Emphasis added.)

5. The trial court erred in finding that additional maintenance to Wife should not be ordered.

Prior to Trial, Wife brought a Motion for Order Extending Maintenance previously awarded her at \$250 per week for the 3-month length of this marriage, (CP 109, 110), which motion was ordered to be heard at trial (CP 104.) The motion was not read by the judge. 1/20/12 RP 17:19-20, and when Wife tried to present testimony on the motion by stating it was her “impression that part of one of the things that weighed into Your Honor making a decision on financial matters was the respective incomes and abilities of the parties,” the judge responded, “[i]f this was a maintenance case, Ma’am, that would be true.” 1/20/12 RP 14:14-18.

But this is a maintenance case, because maintenance is not just a means of providing bare necessities, but rather a flexible tool by which the parties’ standard of living may be equalized for an appropriate period of time. RCW 26.09.090(1)(c), (d). In re Marriage of Washburn, 101 Wn.2d 168, 179, 677 P.2d 152 (1984). With a 7/5/12 separation date (1/18/12 RP 35:12-13), Wife’s did not receive any maintenance for over 10 weeks after separation (CP 27). Husband perpetuated and delayed this case, and escalated its costs with 1.) a frivolous motion for a restraining order (Supp Designation CP: Case No.11 2 01447 1) that was denied 2.) a frivolous motion for maintenance reduction, which was denied (CP 34), 3.) wrongfully withholding Wife’s personal property, necessitating a motion for return of property that was granted (CP 82), 4.) providing evasive and

non-responsive discovery responses, necessitating a motion to compel that was granted (CP 82), 5.) placing libelous, defamatory and false light statements about Wife in the court file, necessitating extensive evidence gathering to refute the allegations and a motion for order sealing the court file. Throughout, Wife has been indigent, necessitating 6.) a motion for maintenance that as granted (CP27), and a motion for order waiving subpoena issuance fees that was granted. The \$250-per-week maintenance awarded Wife for 3 months (CP 27) did not come close to “equalizing” the standards of living of the parties. Husband lived in a 1,300-square-foot home overlooking the San Juan Islands, owned a vehicle, kept a designer breed dog, had an income of \$5,158 per month, (10/3/11 HP 5:14-15), and absconded with the \$3,800 in community property proceeds from his sale of a BMW, in violation of the restraining order in effect in this case. Wife lived in homeless shelters, and got around on foot and buses. (CP 13, 18, 25) In fact, at the maintenance hearing, the Commissioner stated, “I am certainly not giving her enough money to live on, that’s for sure.” 9/19/11 HP 7:9-10. Wife was living in a homeless shelter, with no vehicle, and no money to her name (1/18/12 RP 13:18-20). And as a result of the time and expense of this appeal, Wife still relies upon public assistance to this day.

The judge did not read Wife's maintenance motion (1/20/12 RP 17:19-20). Based upon her unfamiliarity with the facts of the case, she precluded all testimony about Husband's ability to pay.

Wife reiterated the request in her motion for maintenance for an additional 3 months "because of [Husband's] delay in returning [her] property for over 5 months, and [his] delaying this case by reason of all the evidence that had to be uncovered to discover the fraud with respect to the BMW." 1/20/12 RP 14:19-15:1. The judge stated, "We are not adding maintenance to this case. You were married for 3 months. You received 3 months of maintenance. And as far as I'm concerned this is not a maintenance case, period." 1/20/12 RP 15:11-14. But the judge was unaware of how unequal the standards of living between the parties were in the 3-month award Wife was granted, and would not allow Wife to speak on the subject. And the judge ignored and precluded Wife's testimony and bank statement evidence showing Husband misrepresented his income in the original maintenance award, and precluded further testimony as to how Commissioner Paxton stated the original award was "not enough money to live on." (9/19/11 HP 7:9-10.) Wife again tried to get on the record her financial circumstances by testifying Husband had "brought a claim that [she was then] employed in Bellingham. I'm not," she told the court. 1/20/12 16:20-21. The judge stated, "[i]t doesn't

matter where you are or not.” 1/20/12 RP16:22-23. Wife testified, “I want to be able to establish his financial picture, which has been completely misrepresented.” 1/20/12 RP 22:4-5. But the judge said, “[h]is financial picture doesn’t make any difference. He could be a Rockefeller. It doesn’t matter. You were married 3 months.” 1/20/12 RP 22:6-8.

Wife attempted to address Husband’s false statements about his income during the original maintenance proceedings when he falsely claimed his house was going into foreclosure, seeking testimony from asking why someone who was supposedly going into foreclosure would have on their bank records a lot of purchases from Home Depot, because “people don’t upgrade their houses when they are going into foreclosure.” 1/20/12 RP 30:22-31:6. But the court said, “[i]t is irrelevant. * * * What he makes or doesn’t make, what his financial situation is, all of that, is irrelevant. Let’s move on.” 1/20/12 RP 31:7-10.

Throughout, the court stated, “what his financial records show or do not show has nothing to do with the issues I’m going to be deciding in this trial.” (1/20/12 RP 39: 11-13.) The judge made up her mind against maintenance without reading Wife’s motion, and without knowledge of the underlying facts, but based solely upon the fact that this was a 3-month marriage. But that is not the only consideration in awarding maintenance.

In support of her Motion, Wife tried to introduce into evidence a funding sheet that demonstrated Husband's attempt to defraud the court about his income. (1/20/12 RP 10: 8-11:2), and evidence to show Husband had rental income (1/20/12 RP 11:3-9), the judge said, "I don't care what his income is. It doesn't matter, ma'am. He's not asking you for any money." 1/20/12 RP 11:10-11. Husband's income was relevant to Wife's motion for additional maintenance, of which the judge was unaware because she did not read Wife's motion.

Husband testified that since his supposed 10/19/11 layoff, he had not made any of his mortgage payments. (1/18/12 RP 80: 10-15.) Wife testified that Husband made every one of his mortgage payments on time since he was supposedly laid off in 10/11 (1/18/12 RP 16:3-5), and had entered into evidence Husband's bank statements showing he made his December 2011 mortgage payment on time. (CP 208:19) The judge ignored this evidence. See also Appendix A, containing more of Husband's subpoenaed bank statements records received after trial, which establish ALL Husband's mortgage payments were timely made.)

Wife testified that Husband's bank statements showed that "contrary to what [Husband] had been telling the court over the last four months or middle of October, he always made his monthly mortgage. And "in the month of October, [Husband] deposited to his checking account

\$10,000 that he did not disclose.” 1/20/12 RP 12:8-21. CP 208:19. Despite Wife’s motion for additional maintenance set for trial, the court reiterated “[w]hat his income is doesn’t matter to me.” (1/20/12 RP 13:12-13).

The party challenging the decision must demonstrate the trial court exercised its discretion in a manner that was “clearly untenable or manifestly unreasonable.” In re Marriage of Crosetto, 82 Wn. App. 545, 563, 918 P.2d 954 (1996). It was an abuse of discretion for the judge to ignore the unequal standards of living between the parties for the 3-month duration of the original award, and to ignore that Husband misrepresented income. The maintenance initially awarded Wife did not come close to “equalizing” the parties financially. Wife was without a vehicle, living in homeless shelters, and unable to even put a deposit on an apartment, while husband owned two vehicles and lived alone in a 1,300 square foot home overlooking the San Juan Islands.

Wife testified, without objection, that Husband made false representations to the court with respect to the name of the buyer, the date of the purchase, the place of purchase and the manner in which the BMW was sold, which the court stated Wife had “established.” (1/18/12 RP 33:6-12.) Wife testified, without objection, that Husband had defrauded the Court for over five months where he said he made \$2,300 on the sale

(\$2,951, minus \$651 he claimed for parts), when the true sale price was \$3,800, and Husband provided no evidence to substantiate his parts claim. (1/18/12 RP 18:21-19:2) Yet the court did nothing. In fact, the court allowed Husband to retain ALL the proceeds from the sale of the BMW. (CP 210.)

Husband testified that on 9/6/11, he had made Wife an offer of every penny he had received from the sale of the BMW. (1/18/12 RP 43: 14-21). In his discovery responses, Husband stated he only made \$14.75 profit on the BMW sale. (CP 66.)

The judge never even read Wife's Motion for Order to Show Cause Re Contempt, but stated "[t]here is no jail time as a result of divorce." (1/18/12 RP 89: 24-25), stating "I don't know anything about the contempt motion." (1/18/12 RP 9:15-16) Wife informed the judge that Commissioner Paxton put Wife's contempt motion on for that day," (1/18/12 RP 90: 17-18), and the judge stated she would "hear it as part of this trial," but she clearly had not read Wife's motion, merely stating, "[n]obody is going to jail. In my entire career on the bench, I have never sent anyone to jail, except for failure to pay child support." (1/18/12 RP 90:23-25)

Without even reading Wife's Motion for Order to Show Cause Re Contempt calendared for Day 1 of trial, the judge stated she was "not

finding one person or another to be a fraud in this case.” (1/18/12 RP 98:22-23)

The true buyer, Harold Koch testified, without objection, that he purchased the BMW from Husband on 8/11/11, and paid Husband \$3,800.00 for BMW (1/18/12 RP 28:23-29:7), and Husband did not contest that \$3,800 was paid him for the BMW. (1/18/12 RP 29: 16-18), which sale was a violation of the restraining order in place since the 7/18/11 Petition for Dissolution was filed. (CP 4).

6. The trial court erred in denying Wife’s Motion for Order
Sealing Court File and Public Access System

Wife attempted to bring her due process claims to have this file sealed under 42 U.S.C. § 1983 (1976). Under Section 1983, 4 elements are necessary for recovery: (1) conduct complained was committed by a person acting under color of state law; (2) constitutionally protected property or liberty interests are at issue; (3) there was a deprivation of a protected interest; and (4) the deprivation occurred without due process. Parratt v. Taylor, 451 U.S. 527, 535-37, 101 S.Ct. 1908, 1912-14, 68 L.Ed.2d 420 (1981).

Prior to hearing testimony or reviewing evidence from Wife on the matter, the court stated, “Ma’am, we’re not going to seal the court files. ” 1/20/12RP13:18-19. When Wife asked the grounds for the denial, the judge stated, “It’s a public record.” 1/20/12 RP 13:21-22. Hence, the

court, acting under color of state law, ruled it would publish statements Husband made about Wife, without reviewing any evidence to weigh any compelling reason for sealing the file. Under Seattle Times Co. v. Ishikawa, 97 Wn. 2d 30 (1982), documents filed with a court are only presumptively open to public access when there are no compelling reasons for sealing or redacting them. To determine whether compelling reasons for sealing or redacting documents exist, the court must weigh the standards set forth in Seattle Times Co. v. Ishikawa, at 37-39 (1982) (the "Ishikawa factors"):

1. The proponent of closure and/or sealing must make some showing of the need therefor. If closure and/or sealing is sought to further any right or interest, a "serious and imminent threat to some other important interest" must be shown.

2. "Anyone present when the closure (and/or sealing) motion is made must be given an opportunity to object to the (suggested restriction)."

3. "The court, the proponents and the objectors should carefully analyze whether the requested method for curtailing access would be both the least restrictive means available and effective in protecting the interests threatened."

4. "The court must weigh the competing interests of the defendant and the public and consider the alternative methods suggested."

5. "The order must be no broader in its application or duration than necessary to serve its purpose."

The court did not weigh these standards. When Wife attempted to have entered into evidence documents Husband and the court published in the court file containing libelous, defamatory and false light statements

about her, the judge stated, “we’re not doing 100 exhibits,” (1/20/12 RP 4:12). The court decided the motion without allowing Wife to present evidence of the aforementioned factors for the court to weigh.

Superior Court publication of defamatory statements about Wife abridges Wife's 14th Amendment right to be free from defamatory statements in public records. To establish the abridgement, Wife must be allowed to present evidence of defamatory statements prior to a ruling on a motion to seal.

Southcenter Joint Venture v. National Democratic Policy Committee, 113 Wash.2d 413, 780 P.2d 1282, (1989), noted that the 14th Amendment is drafted around a scheme specifically aimed at the actions of states: No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within *its* jurisdiction the equal protection of the laws.

Valdez-Zontek v. Eastmont School Dist., 154 Wash. App. 147, 225 P.3d 339 (2010), held that “[a] defendant in a defamation action abuses a qualified common interest privilege if he or she: (1) knows the matter to be false or acts in reckless disregard as to its truth or falsity of the statement; (2) does not act for the purpose of protecting the interest that is the reason for the existence of the privilege; (3) knowingly publishes the matter to a person to whom its publication is not otherwise privileged; (4) does not reasonably

believe the matter to be necessary to accomplish the purpose for which the privilege is given; or (5) publishes unprivileged as well as privileged matter.

Valdez-Zontek, held that a school district was not immune from liability in an employee's defamation action by reason of the fact that officials, without reason to believe true a rumor that the employee had an affair with a district superintendent, perpetuated that rumor, and took no measures to stop the rumor from spreading.

Likewise, the Skagit County Superior Court abused Wife's privilege to be free of libelous, defamatory and false light statements published by it in public records, and would not be immune from liability in a defamation action by Wife, even if it had no reason to investigate whether the statements made Husband about Wife were true, particularly when the superior court perpetuated the false statements, without any reason to believe them to be true after Wife demonstrated, without objection, that they were not true, and the court took no measures to stop the publication of the false statements about Wife in the public record.

The court's blanket determination that it may publish libelous, defamatory or false light statements about a litigant because a dissolution file is "a public record," without any case-by-case weighing of the underlying statements, is a deprivation of liberty without due process of law and a deprivation of equal protection of the laws as against dissolution litigants

who have had such statements published by the State through public files. Dissolution litigants are entitled to the same rights as all citizens to be free of libelous, defamatory and false light statements published about them.

The essence of the privilege to be free of State deprivation of liberty without due process of law is found in a State's publication of defamatory statements about a litigant who has a due process right to pursue adult relationships free of libelous, defamatory and false light statements published by the State in public court records. To grant to the State the privilege to publish libelous, defamatory and false light statements about a citizen abridges the privileges and immunities of citizens of the United States, and deprives them of life, liberty, or property, without due process of law, and denies them the equal protection of the laws.

The duty of protecting all citizens in the enjoyment of equal rights was originally assumed by the States; and it still remains there. And it is the obligation of the United States to see that the States do not deny the right." Southcenter, supra, at 445, Wife's significant and fundamental right to freedom from State publication of statements without regard to whether they are libelous, defamatory and/or false light statements was denied by the reason of the court ruling, without hearing testimony or evidence, that the case remain a public record as-is.

After the judge denied her request for an order sealing the court file, Wife testified, without objection, to many of the false statements negatively reflecting on Wife's character in documents filed by Husband published by the court, for which Husband supplied no evidence to substantiate. 1/20/12 RP 58:-65:22.

Rufer v. Abbott Laboratories, 154 Wn.2d 530, 114 P.3d 1182 (2005), held that trial courts must apply the Ishikawa factors to requests to seal "any records that were filed with the court in anticipation of a court decision (dispositive or not)" and seal such records when a compelling interest overrides the public's right to the open administration of justice. The court reiterated that discovery documents that were neither used at trial nor filed as an attachment or exhibit to any motion may be sealed merely for good cause. (Emphasis added.) Yet, to this day, Husband's discovery responses, containing numerous false statements about Wife, remain a part of the Skagit Superior Court file. (CP 66.)

In his discovery responses (CP 66), Husband published a police report from a sealed criminal court file, which case was dismissed in its entirety against Wife (Supp Designation CP Case No. AC 13274, CP 215, 216), and he published his discovery responses, though none of them were used at trial nor filed as an attachment or exhibit to any motion, such that good cause exists for them to be sealed under the Rufer case, supra.

The defamatory statements Husband made about Wife were neither pertinent nor material to any of the property division issues in this case, but were made solely to vex and harass Wife, and attempt to destroy her good reputation, a reputation as a citizen with no criminal record whatsoever, and as a prior licensed child care provider in California for over 3 years.

This dissolution file that is overflowing to sixth volume represents, in great part, filings necessary to clear Wife's good name in public records supplying documents and evidence to counter Husband's false statements. Every week, Wife was required to bring motions because Husband barraged the court file with irrelevant, immaterial, false, disparaging statements about Wife in his filings, and supplied no evidence to substantiate any such statements.

The constitutional right to pursue adult relationships free of libelous, defamatory and false light statements published by State officials in public records, is a fundamental right within the right to pursue happiness in a civilized society.

Three factors determine whether an issue is of continuing and substantial public interest exists: “ (1) whether the issue is of a public nature; (2) whether an authoritative determination is desirable to provide future guidance to public officers; and (3) whether the issue is likely to

recur.”” Marriage of Horner, 151 Wash.2d 884, at 891 -92, 93 P.3d 124 (2004).

Like many dissolution files, this file is replete with libelous, defamatory and false light statements. Wife produced documents proving that the following libelous, defamatory and false light statements were made about Wife in court filings and on the record about Wife: adultery, undisclosed bankruptcy, undisclosed divorced status, false purchase price of her home, false accusation Wife took ex-husband's house from him, false accusation of welfare fraud, false accusation of violence. After the judge denied her motion to seal, Wife attempted to get onto the record some of the false statements that the court should have weighed. 1/20/12 RP 55: 7-14; 1/20/12 RP 58-65:22.

Dickson v. Dickson, 2 Wash. App. 183, 529 P.2d 476, Wash. App. 1974, followed Beauharnais v. Illinois, 343 U.S. 250, 72 S. Ct. 725, 96 L. Ed. 919 (1951), to hold that defamation is not protected by the 1st Amendment. In Beauharnais, the court found that false statements, when considered in light of the fact that an ex-wife may date other men or marry again, and the upset those statements would cause her by reason of the damage to her reputation, were an interference with the ex-wife's

privacy, and were outweighed by the ex-husband's exercise of his 1st Amendment right of free speech.

Husband made libelous, defamatory and false light statements about Wife in court filings and on the record herein, knowing full well the potential damaging nature thereof, statements irrelevant to the proceedings, and made for the sole purpose of vexing and harassing Wife. To vex and harass Wife, Husband placed into the court file Wife's social security number, forcing Wife to bring a motion to have the documents sealed. (CP 231, 232, 233, 241, 242.) Still, the judge said that even if everything thing he said in the entire court file is false, she would still not seal the court file. 1/20/12 RP 20:22-24.

With the high rate of libelous, defamatory and false light statements in family law cases, the people of Washington have a compelling interest in preventing such statements from being published in public court records. The judge's attitude that she "doesn't care" about falsehoods in public records sends the message to the people that "the courts of this state will play an active role in furthering libelous, defamatory and false statements by publishing them in court records without bothering to balance the Ishikawa factors, as required by law, regardless of how much the statements damage a party financially or emotionally." That is just plain bad law.

The legal standard for sealing records is an issue of law that the appellate court reviews de novo. The appellate court reviews the trial court's decision on a motion to seal records for an abuse of discretion or application of an incorrect rule.

The court erred in ignoring Husband's defamation of Wife as insignificant, and in treating these statements as privileged, stating the file was a "public record," seemingly regardless of WHAT types of statements it contained about Wife, and in applying a blanket rule that the file in this case is a public record without reviewing evidence Wife presented of libelous, defamatory and false light statements by Husband about Wife, and without balancing the Ishikawa factors. The court admitted it had not even read the file, as would be necessary for balancing the factors required by Ishikawa. At a minimum, the sealed police report Husband filed in the court file should be sealed and his discovery responses should be sealed pursuant to the Rufer case, and the case should be remanded for court to review of each false statement Husband made about Wife in this public record so that the Ishikawa factors may be weighed in connection with Wife's request for sealing of the court file to protect her constitutional right to freedom from State publication of libelous, defamatory and false light statements about her, abridging her right to pursue happiness in a future relationship, free of such statements.

7. The trial court erred in finding that an award of Attorney Fees and Costs to Wife did not apply.

At trial, Wife requested she be awarded attorney fees and costs in this case: “[t]he next request is under RCW 26.09.140, the court time, after considering the financial resources of both parties, may order a party to pay a reasonable amount for the cost of the other party of maintaining or defending any proceeding under this chapter, and for reasonable attorney’s fees or other professional fees in connection therewith, including legal services rendered and costs incurred prior to the commencement of proceedings, or enforcement, or modification proceedings after entry of judgment.” 1/20/12 RP 15:15-23.

Without weighing the financial abilities of the parties, the judge responded, “[w]e are not doing that,” (1/20/12 RP 15:24) and added, “you don’t have any.” 1/20/12 RP 16:2. Actually, Wife DID spend \$180.00 on an attorney consult with Nancy Durrell of Skagit County (CP 13, 25), she had huge costs in this case, and great deal of paralegal time. Wife testified that an attorney recommended that this RCW [had] been used to award attorney’s fees to pro se litigants,” and the judge said, she had “never heard of it.” 1/20/12 RP 16:8. It’s doubtful the judge ever heard of any

pro se litigants taking their case to trial, either, but that is what happened in this case.

Though Wife obtained this legal consult, her dire financial circumstances and the workload of this case have prevented her from doing a diligent job search so she could secure further legal assistance.

A party is entitled to attorney fees if a contract, statute, or recognized ground of equity permits recovery of attorney fees. Dayton v. Farmers Ins. Group, 124 Wn.2d 277, 280, 876 P.2d 896 (1994). Equity permits Wife's recovery of attorney fees here. Furthermore, case law supports awarding attorney fees for self-representation. See Leen v. Demopolis, 62 Wn. App. 473, 487, 815 P.2d 269 (1991), review denied, 118 Wn.2d 1022 (1992). The Leen case involved an argument that a litigant should be compensated for self-representation in responding to an appeal, and the court stated that "the law in this area is not clear." Nowhere does Washington State law say that pro se litigants cannot recover attorneys fees or costs.

Pursuant to RCW 26.09.140, the trial court may award attorney fees in a dissolution case based on need and ability to pay. When determining an award of attorney fees in a dissolution, the trial court must balance the needs of the spouse requesting them against the ability of the other spouse to pay. In re Marriage of Crosetto, 82 Wn. App. 545, 563, 918 P.2d 954 (1996). Wife's

need is demonstrated by her Financial Declaration on file with the court since the date Wife was granted an order waiving her subpoena issuance fees (CP 125, 126, 127), and her financial circumstances had not changed at the date of trial. Wife currently has no income, and receives food stamp assistance. Had the judge allowed testimony on attorney fees, Wife would have testified to these facts relating to her inability to pay attorneys fees and costs. Husband provided the court with no evidence that substantiated an inability to assist in the payment of Wife's attorney fees, and his bank statements in Appendix A demonstrate that contrary to his claims of filing for bankruptcy and not making his mortgage payments, after his claimed 10/19/11 layoff, he had income of at least \$4,000 per month, and made all his mortgage payments on time.

In Koon v. Koon, 50 Wash.2d 577, at page 581, 313 P.2d 369, at page 372 (1957), this court said: A wife is not entitled to free litigation. If, however, a wife is without funds, it is an abuse of discretion to deny. Koon v. Koon, 63 Wash.2d 404, 415, 387 P.2d 517, 524 (1980). Under Bennett v. Bennett, 63 Wash.2d 404, 387 P.2d 517 (1963), a wife in a divorce action is generally allowed funds to prosecute or defend her action when the test of the wife's need and the husband's ability to pay is satisfied. Stibbs v. Stibbs, 38 Wash.2d 565, 231 P.2d 310 (1951), held that a wife need not pauperize herself by selling her assets to raise funds necessary to pay the cost of a

divorce suit. (Emphasis added.) Pauperizing herself by selling of her assets to raise funds necessary to pay the cost of this divorce suit is exactly what Wife has had to do in this case. Wife moved to the State of Washington with a giant Penske truck full of appliances, furniture, housewares, child care equipment, tools and clothes worth tens of thousands of dollars, and now after having to sell her personal property at yard sales and on Craigslist for pennies on the dollar, she has only her clothes and a very small amount of personal property left.

Wife remains indigent. She paid her \$280 appeal filing fee and the \$700 for the trial transcript from funds she received from selling personal property she owned prior to the marriage. The \$380 Wife paid for the transcription of 4 hearings in this case she borrowed from her mother. And Wife had to borrow \$447.50 from her brother to pay the Clerk's Papers fee in this case.

Wife's request for attorney fees was reasonably supported by the amount of professional time required to undertake the trial of this case, but she was not allowed to present the \$180 in attorney fees she incurred with an attorney, nor her costs, nor the fees for her own time in doing paralegal work.

In reviewing whether the court abused its discretion in denying attorney fees, the court reviews the trial court's Findings of Fact." In re Marriage of Pratt, 99 Wn.2d 905, 910, 665 P.2d 400 (1983). Because it

would not allow testimony on Wife's need or Husband's ability to pay, the court issued no Findings of Fact as to Wife's attorney fees and costs request, but just summarily denied her request.

Where the trial court failed to grant attorney fees, "[a] lack of findings as to either need or ability to pay [fees] requires reversal." In re Marriage of Scanlon, 109 Wash. App. 167, 181, 34 P.3d 877 (2001). (Emphasis added.) The Findings of Fact issued by the court herein were devoid of any findings with respect to either Wife's need, or Husband's ability to pay and, as such, reversal of the denial of Wife's attorneys' fees request is required.

In re Marriage of Steadman, 63 Wash. App. 523, 821 P.2d 59 (1991) held that a divorce court, in exercising its discretion with regard to award of attorney fees, must balance the needs of requesting party against other party's ability to pay, and lack of findings as to either need or ability to pay requires reversal. West's RCWA 26.09.140. (Emphasis added.) The judge in the instant case undertook no balancing of Wife's needs against Husband's ability to pay; her Findings of Fact were silent on these issues. Thus, reversal of the denial of Wife's attorneys fee request is required.

Wife hereby seeks attorney fees and costs pursuant to RAP 18.1(a). Attorney fees may be awarded if properly requested in an opening brief under RAP 18.1. RCW 26.09.140 authorizes the court to "order a party to

pay for the cost to the other party of maintaining the appeal and attorney's fees in addition to statutory costs." "A party relying on RCW 26.09.140 'must make a showing of need and of the other's ability to pay fees in order to prevail.' In re Marriage of Hoseth, 115 Wash. App. 563, 575, 63 P.3d 164 (2003).

In determining on appeal whether to award fees, the appellate court considers the parties' relative ability to pay and the arguable merit of the issues raised. Leslie v. Verhey, 90 Wn. App. 796, 807, 954 P.2d 330 (1998), review denied, 137 Wn.2d 1003 (1999); Seals v. Seals, 22 Wn. App. 652, 654, 658, 590 P.2d 1301 (1979) (husband's willful and fraudulent concealment of community property in dissolution action constituted bad faith justifying attorney fee award.)

RCW 26.09.140 provides, in part, that '[u]pon any appeal, the appellate court may, in its discretion, order a party to pay for the cost to the other party of maintaining the appeal and attorney's fees.' In determining whether attorney fees should be awarded, the needs of the requesting party should be balanced against the other party's ability to pay. Bowman v. Bowman, 77 Wn.2d 174, 177, 459 P.2d 787 (1969).

A trial court must make findings of fact and conclusions of law sufficient to suggest the factual basis for its ultimate conclusions. CR 52(a).

F. Conclusion

Wife requests that the judgment of trial court be reversed in part, modified and remanded in the following respects:

1. reverse finding Wife has no interest in \$3,800 BMW sale proceeds; award Wife her community share;

2. remand with instruction to issue subpoena for the trial testimony of Ogden Olson (dog bite victim) with instruction that court consider whether community nature of the dog bite incident was severed;

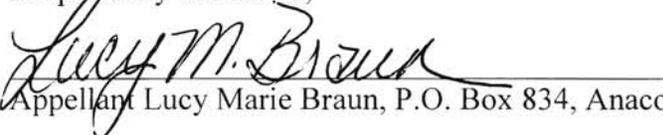
3. award Wife \$12,000.00 maintenance, representing ½ Husband's earnings for 6-months, representing marriage duration, plus 3-month delays he caused and \$3,000 offset for monies paid Wife;

3. enter a rule of law, stating that upon the bringing of a motion to Seal, trial court files are not ipso facto public record, order the redaction and/or sealing of police report (probably at CP 66) and Husband's discovery responses (CP 66) , remand for a balancing Ishikawa factors re false statements Husband made about Wife in file;

4. remand with an instruction to to set aside the attorney fee denial; award \$180, plus whatever appeals court deems appropriate.

Dated: October 25, 2012.

Respectfully submitted,


Appellant Lucy Marie Braun, P.O. Box 834, Anacortes, WA 98221

H. Appendix

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

H
Combined Statement
Page 1 of 6 000079471793
Statement Period
11-24-11 through 12-23-11
B-16 0 A P PA 16 0176962
Number of checks enclosed: 0



27353 001 SCM999 I 4 0

BRAD B BROWN
2034 K AVE
ANACORTES, WA 98221-3718

Our Online Banking service allows you to check balances, track account activity and more.
With Online Banking you can also view up to 18 months of this statement
online and even turn off delivery of your paper statement.
Enroll at www.bankofamerica.com.

Customer Service Information
www.bankofamerica.com

For additional information or assistance, you may call:
1-800-368-6868 (toll-free) or 1-800-525-6262 (toll-free)
24 hours a day, 7 days a week. For more information, visit www.bankofamerica.com.

Or you may visit us at:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Statement Summary

Account Name	Account Number	Statement Date	Balance (\$)
Bank Deposit Accounts **			
Interest Checking	0000 7947 1793	12-23	518.73
Money Market Savings	1380 7947 1793	12-23	0.02

Total Deposit Account Balance \$518.75

** Banking products such as checking and savings accounts are offered by Bank of America, N.A., member FDIC. Bank of America credit cards are issued and administered by FIA Card Services, N.A.

BRAD B BROWN

Deposit Accounts

Interest Checking

BRAD B BROWN

Your Account at a Glance

Account Number	0000 7947 1793	
Beginning Balance on 11-24-11	\$ 1,199.36	<i>Interest Paid Year to Date: \$0.12</i>
Deposits and Other Additions	+ 4,032.93	
Checks Posted	- 180.00	
ATM and Debit Card Subtractions	- 1,434.01	
Service Charges and Other Fees	- 60.00	
Other Subtractions	- 3,039.55	
Ending Balance on 12-23-11	\$ 518.73	

Help avoid Overdraft & NSF: Returned Item fees. Use Alerts to get messages by email or text to inform you when your balance is low. Use Overdraft Protection to transfer available funds from linked savings, credit card, or credit line to your checking account to help cover items that would overdraw your account. Call us for details.

Interest Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
11-25	250.00-	949.36	Customer Withdrawal Image
11-25	40.00-	909.36	Campus Crusade F Des:Donation ID:25#XXXXXXXXXX Indn:Brown, Brad B Co ID:2956006173 Ppd
11-28	163.00-	746.36	Capital One Des:Online Pmt ID:133239919286334 Indn:2401662559Brown Bradlc Co ID:9279744991 Web
11-28	60.00-	686.36	Check 1487
11-28	16.24-	670.12	Wal-Mart #2596 11/28 #000498290 Purchase Wal-Mart #2596 Mount Vernon WA
11-28	11.58-	658.54	Paypal Des:Inst Xfer ID:SME225Dqhxafs Indn:Brad Brown Co ID:Paypalsi66 Web
11-29	197.14-	461.40	CheckCard 1128 Northwest Hot Spring S Burlington WA 24801631333286432900054
11-30	608.00+	1,069.40	WA St Employ Sec Des:Uj Bencfit ID:W50014968940001 Indn:Brown, Brad Co ID:XXXXXXXXXX Ppd
11-30	6.48-	1,062.92	CheckCard 1128 Smoke Plus MT. Vernon WA 24323041333577332010361
11-30	4.88-	1,058.04	Chevron/Swinom 11/30 #000086272 Purchase Chevron/Swinomish Anacortes WA
12-01	101.11-	956.93	Pse Des:Pse Bill ID:XXXXXXXXXX Indn:Brad B Brown Co ID:2910374630 Ppd
12-01	67.20-	889.73	Anacortes City Des:Anac Util ID: 040-0380-02 Indn:Brown, Brad Co ID:1916001227 Ppd
12-01	4.88-	884.85	Chevron/Swinom 12/01 #000264253 Purchase Chevron/Swinomish Anacortes WA
12-02	197.14+	1,081.99	CheckCard 1201 Northwest Hot Spring S Burlington WA 74801631336286432200135
12-02	250.00-	831.99	Customer Withdrawal Image
12-02	120.05-	711.94	CheckCard 1201 Vzwrlls*apocc Visw 800-922-0204 NJ 24692161335000971940985 Recurring

BRAD B BROWN

Interest Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
12-02	4.88-	707.06	CheckCard 1130 Chevron 00210349 Anacortes WA 24625121335413054834239
12-05	136.07-	570.99	Home Depot Cr Sv Des:Check Pymt Check #:1506 Indn:420608659066053 Co ID:1460358360 Arc
12-05	60.00-	510.99	Check 1489
12-05	19.51-	491.48	Chevron/Swinom 12/05 #000879315 Purchase Chevron/Swinomish Anacortes WA
12-05	13.03-	478.45	CheckCard 1202 Sky Angel 866-759-2643 NY 24246511336027438171959
12-07	608.00+	1,086.45	WA St Employ Sec Des:Ui Benefit ID:W50015424250001 Indn:Brown, Brad Co ID:XXXXXXXX Ppd
12-08	250.00-	836.45	Customer Withdrawal Image
12-08	65.77-	770.68	Chevron/Swinom 12/08 #000924080 Purchase Chevron/Swinomish Anacortes WA
12-08	61.00-	709.68	CheckCard 1208 Chevron 002103 Anacortes WA 98938440460313422098746
12-08	60.70-	648.98	Wal-Mart #2596 12/08 #000317693 Purchase Wal-Mart #2596 Mount Vernon WA
12-08	34.02-	614.96	The Home Depot 12/08 #000557817 Purchase The Home Depot #8 Burlington WA
12-08	5.59-	609.37	Usps 540364017 12/08 #000180387 Purchase Usps 5403640176/5 Anacortes WA
12-09	28.13-	581.24	CheckCard 1208 Ebay Inc. 888-749-3229 CA 24492151343846984800860 Recurring
12-09	6.44-	574.80	CheckCard 1208 Microsoft *msn 800-494-2962 WA 24430991343400806117519 Recurring
12-12	107.90-	466.90	Wal-Mart #2596 12/12 #000738083 Purchase Wal-Mart #2596 Mount Vernon WA
12-12	33.57-	433.33	Cascade Natural Des:Payment ID:9853000000 Indn:Brown, Brad Co ID:1910599090 Ppd
12-12	27.05-	406.28	Skagit Buildin 12/12 #000527231 Purchase Skagit Building S Mount Vernon WA
12-12	19.51-	386.77	Chevron/Swinom 12/11 #000261744 Purchase Chevron/Swinomish Anacortes WA
12-12	14.06-	372.71	Goodwill MT. V 12/12 #000400559 Purchase Goodwill MT. Vern Mount Vernon WA
12-13	1,403.79-	1,031.08-	Ocwen Lockbox Des:Check Pymt Check #:1507 Indn:0071585145 Co ID:3010681100 Arc
12-14	1,403.79+	372.71	Return Of Posted Check / Item (Received On 12-13) Electronic Transaction
12-14	608.00+	980.71	WA St Employ Sec Des:Ui Benefit ID:W50015884530001 Indn:Brown, Brad Co ID:XXXXXXXX Ppd
12-14	35.00-	945.71	NSF: Returned Item Fee For Activity Of 12-13 Electronic Transa
12-16	120.00-	825.71	BkofAmerica ATM 12/16 #000007334 Withdrwl Thrifty Food Pav Anacortes WA
12-16	49.86-	775.85	The Home Depot 12/16 #000240506 Purchase The Home Depot #8 Burlington WA
12-16	19.51-	756.34	CheckCard 1214 Chevron 00210349 Anacortes WA 24625121349413174552228
12-16	6.13-	750.21	The Home Depot 12/16 #000783070 Purchase The Home Depot #8 Burlington WA
12-19	140.00-	610.21	BkofAmerica ATM 12/18 #000007850 Withdrwl Thrifty Food Pav Anacortes WA

BRAD B BROWN

Interest Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
12-19	80.00-	530.21	CheckCard 1217 Chevron 00210349 Anacortes WA 24625121352413202303473
12-19	60.00-	470.21	Check 1490
12-19	35.56-	434.65	Wal-Mart #2596 12/17 #000693371 Purchase Wal-Mart #2596 Mount Vernon WA
12-19	10.27-	424.38	CheckCard 1217 Skagit Auto Parts Anacortes WA 24228991352701864496354
12-20	202.23-	222.15	Onemainfinancial Des:Loan Paymt ID:674701280195818 Indn:Brad Brown Co ID:1274318010 Ppd
12-20	65.77-	156.38	Chevron/Swinom 12/20 #000243516 Purchase Chevron/Swinomish Anacortes WA
12-20	35.92-	120.46	Wal-Mart #2596 12/20 #000247960 Purchase Wal-Mart #2596 Mount Vernon WA
12-20	12.24-	108.22	The Home Depot 12/20 #000439044 Purchase The Home Depot #8 Burlington WA
12-21	608.00+	716.22	WA St Employ Sec Des:Ui Benefit ID:W50016345580001 Indn:Brown, Brad Co ID: Xxxxxxxx Ppd
12-21	21.49-	694.73	The Home Depot 12/21 #000105173 Purchase The Home Dcpot #8 Burlington WA
12-22	131.00-	563.73	Capital One Des:Online Pmt ID:135639919156103 Indn:2330305908Brown Bradle Co ID:9279744991 Web
12-22	20.00-	543.73	BkofAmerica ATM 12/22 #000008962 Withdrwl Thrifty Food Pav Anacortes WA
12-23	25.00-	518.73	Advantage Monthly Maintenance Fec

Checks Posted in Numerical Order

Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)
1487	11-28	60.00	1489*	12-05	60.00	1490	12-19	60.00

Total Checks Posted \$180.00

* Gap in sequential check numbers.

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total NSF: Returned Item Fees	\$35.00	\$140.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	1,199.36	12-01	884.85	12-09	574.80
11-25	909.36	12-02	707.06	12-12	372.71
11-28	658.54	12-05	478.45	12-13	1,031.08-
11-29	461.40	12-07	1,086.45	12-14	945.71
11-30	1,058.04	12-08	609.37	12-16	750.21

BRAD B BROWN

Daily Balance Summary - Continued

<u>Date</u>	<u>Balance(\$)</u>	<u>Date</u>	<u>Balance(\$)</u>	<u>Date</u>	<u>Balance(\$)</u>
12-19	424.38	12-21	694.73	12-23	518.73
12-20	108.22	12-22	543.73		

Select Money Market Savings - WA 1.800.442.6680 - Customer Service
Money Market Savings

BRAD B BROWN

Your Account at a Glance

Account Number	1380 7947 1793
Beginning Balance on 11-24-11	\$ 0.02
Ending Balance on 12-23-11	\$ 0.02

Daily Balance Summary

<u>Date</u>	<u>Balance(\$)</u>
Beginning	0.02

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here _____ \$ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement _____ \$ _____
3. Add any credits not previously recorded that are listed on this statement (for example Interest) _____ \$ _____
4. This is your NEW ACCOUNT REGISTER BALANCE _____ \$ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here _____ \$ _____
2. Add any deposits not shown on this statement _____ \$ _____

SUBTOTAL _____ \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance: _____ \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers:
If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

H
Combined Statement
Page 1 of 6 000079471793
Statement Period
10-26-11 through 11-23-11
B 16 0 A P PA 16 0212092
Number of checks enclosed: 0



25353 001 8CM999 0

BRAD B BROWN
2034 K AVE
ANACORTES WA 98221-3718

Our Online Banking service allows you to check balances, track account activity and more.
With Online Banking you can also view up to 18 months of this statement
online and even turn off delivery of your paper statement.
Enroll at www.bankofamerica.com.

Customer Service Information
www.bankofamerica.com

1-800-368-6768
1000 W. Ashley Blvd. Banking Support
Tampa, FL 33622-5118

1-800-368-6768
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Statement Summary

Account Name	Account Number	Statement Date	Balance (\$)
Bank Deposit Accounts **			
Interest Checking	0000 7947 1793	11-23	1,199.36
Money Market Savings	1380 7947 1793	11-23	0.02

Total Deposit Account Balance \$1,199.38

** Banking products such as checking and savings accounts are offered by Bank of America, N.A., member FDIC. Bank of America credit cards are issued and administered by FIA Card Services, N.A.

BRAD B BROWN

Deposit Accounts

Interest Checking

BRAD B BROWN

Your Account at a Glance

Account Number	0000 7947 1793	
Beginning Balance on 10-26-11	\$ 3,203.36	Annual Percentage Yield Earned this Statement Period: 0.01% Interest Paid Year to Date: \$0.12
Deposits and Other Additions	+ 4,942.80	
Checks Posted	- 5.95	
ATM and Debit Card Subtractions	- 2,451.84	
Service Charges and Other Fees	- 66.00	
Other Subtractions	- 4,423.01	
Ending Balance on 11-23-11	\$ 1,199.36	

Help avoid Overdraft & NSF: Returned Item fees. Use Alerts to get messages by email or text to inform you when your balance is low. Use Overdraft Protection to transfer available funds from linked savings, credit card, or credit line to your checking account to help cover items that would overdraw your account. Call us for details.

Interest Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
10-27	60.00-	3,143.36	CheckCard 1025 Chevron 00210349 Anacortes WA 24625121299412739440044
10-28	250.00-	2,893.36	Customer Withdrawal Image
10-28	78.48-	2,814.88	Pse Des:Pse Bill ID:Axxxxxxxxx Indn:Brad B Brown Co ID:2910374630 Ppd
10-28	40.54-	2,774.34	Usps 540364017 10/28 #000026953 Purchase
10-28	20.00-	2,754.34	Usps 5403640176/5 Anacortes WA BkofAmerica ATM 10/28 #000004394 Withdrwl
10-31	740.00+	3,494.34	Thrifty Food Pav Anacortes WA Paypal Des:Transfer ID:5ME225Ayy2J4W Indn:Brad Brown Co ID:Paypalsd11 Ppd
10-31	1,000.00-	2,494.34	WA Tir cash withdrawal from Chk 1793 Banking Ctr Anacortes-Thrifty Foods #0057471 WA Confirmation# 2808209963
10-31	249.00-	2,245.34	Capital One Des:Phone Pymt ID:130139759015751 Indn:2330305908Brown Bradle Co ID:9541719975 Tel
10-31	67.08-	2,178.26	Anacortes City Des:Anac Util ID: 040-0380-02 Indn:Brown, Brad Co ID:1916001227 Ppd
10-31	19.51-	2,158.75	Chevron/Swinom 10/28 #000298088 Purchase
10-31	5.59-	2,153.16	Chevron/Swinomish Anacortes WA Usps 540364017 10/29 #000069978 Purchase
11-02	608.00+	2,761.16	Usps 5403640176/5 Anacortes WA WA St Employ Sec Des:Ui Benefit ID:W50013223900001 Indn:Brown, Brad Co ID: Xxxxxxxxx Ppd
11-02	70.56-	2,690.60	CheckCard 1101 Vzwrlls*apoc Visw 800-922-0204 NJ 24692161305000244284811 Recurring
11-02	59.61-	2,630.99	CheckCard 1031 Chevron 00210349 Anacortes WA 24625121305412794181568

BRAD B BROWN

Interest Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
11-03	44.85-	2,586.14	CheckCard 1102 Eharmony.Com 800-951-2023 CA 24692161306000489885404
11-03	37.98-	2,548.16	CheckCard 1102 Sky Angel 866-759-2643 NY 24246511306027358312365
11-04	250.00-	2,298.16	Customer Withdrawal Image
11-04	10.81-	2,287.35	Safeway Store 11/04 #000175585 Purchase
11-04	5.59-	2,281.76	Safeway Store 0 Anacortes WA Usps 540364017 11/04 #000111257 Purchase
11-07	220.00+	2,501.76	Usps 5403640176/5 Anacortes WA Paypal Des:Transfer ID:5ME225Bscmqc Indn:Brad Brown Co ID:Paypalsd11 Ppd
11-07	300.00-	2,201.76	WA Tlr cash withdrawal from Chk 1793 Banking Ctr Anacortes-Thrifty Foods #0057471 WA Confirmation# 7652563042
11-07	85.72-	2,116.04	Wal-Mart #2596 11/05 #000264967 Purchase
11-07	80.00-	2,036.04	Wal-Mart #2596 Mount Vernon WA BkofAmerica ATM 11/06 #000006858 Withdrwl
11-07	50.00-	1,986.04	Thrifty Food Pav Anacortes WA CheckCard 1107 Chevron 002103
11-07	40.00-	1,946.04	Anacortes WA 75901040460313111975754 CheckCard 1103 Chevron 00210349
11-07	37.00-	1,909.04	Anacortes WA 24625121308412820975261 CheckCard 1105 Psv*nutrition and He 800-5391966 MD 24351781309570054869953 Recurring
11-07	22.70-	1,886.34	Usps 540364017 11/07 #000065619 Purchase
11-08	110.00+	1,996.34	Usps 5403640176/5 Anacortes WA Paypal Des:Transfer ID:5ME225Bvg2U2E Indn:Brad Brown Co ID:Paypalsd11 Ppd
11-08	10.81-	1,985.53	CheckCard 1107 Popeyes Chicken #1 Burlington WA 24224431312103017191653
11-08	5.59-	1,979.94	Usps 540364017 11/08 #000043788 Purchase
11-08	4.32-	1,975.62	Usps 5403640176/5 Anacortes WA CheckCard 1107 Burger King #6660 Sedro Woolleywa 24186161311206199100531
11-09	608.00+	2,583.62	WA St Employ Sec Des:Ui Benefit ID:W5001366229001 Indn:Brown, Brad Co ID: Xxxxxxxx Ppd
11-09	402.50-	2,181.12	Columbus Data 11/09 #000223580 Withdrwl 12885 Casino Dr Anacortes WA
11-09	402.50-	1,778.62	Columbus Data 11/09 #000225828 Withdrwl 12885 Casino Dr Anacortes WA
11-09	202.50-	1,576.12	Columbus Data 11/09 #000227389 Withdrwl 12885 Casino Dr Anacortes WA
11-09	86.79-	1,489.33	CheckCard 1108 Ebay Inc. 888-749-3229 CA 24492151313846727695169 Recurring
11-09	19.51-	1,469.82	Chevron/Swinom 11/09 #000132976 Purchase
11-09	6.44-	1,463.38	Chevron/Swinomish Anacortes WA CheckCard 1108 Microsoft *msn 800-494-2962 WA 24430991313400806062257 Recurring
11-09	2.00-	1,461.38	Columbus Data 11/09 #000223580 Withdrwl 12885 Casino Dr Anacortes WA Fee
11-09	2.00-	1,459.38	Columbus Data 11/09 #000227389 Withdrwl 12885 Casino Dr Anacortes WA Fee
11-09	2.00-	1,457.38	Columbus Data 11/09 #000225828 Withdrwl 12885 Casino Dr Anacortes WA Fee

BRAD B BROWN

Interest Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
11-10	7.34-	1,450.04	CheckCard 1108 Mcdonald's M4981 Of WA Anacortes WA 24427331313710025996257
11-10	6.47-	1,443.57	CheckCard 1109 Jack IN The Box #8373 Anacortes WA 24435651314400502000324
11-14	250.00-	1,193.57	Customer Withdrawal Image
11-14	189.49-	1,004.08	Wal-Mart #2596 11/14 #000822162 Purchase Wal-Mart #2596 Mount Vernon WA
11-14	90.00-	914.08	CheckCard 1112 Sky Angel 866-759-2643 NY 24246511316027386982070
11-14	40.00-	874.08	CheckCard 1113 Chevron 00210349 Anacortes WA 24625121317412899951648
11-14	21.59-	852.49	CheckCard 1113 Int*intelius Cm 888-445-2727 WA 24692161317000244193398
11-14	5.40-	847.09	CheckCard 1113 Int*intelius Cm 888-445-2727 WA 24692161317000244193745
11-15	45.62-	801.47	Chevron/Swinom 11/15 #000363088 Purchase Chevron/Swinomish Anacortes WA
11-15	22.43-	779.04	Cascade Natural Dcs:Payment ID:9853000000 Indn:Brown, Brad Co ID:1910599090 Ppd
11-15	17.00-	762.04	CheckCard 1114 Great Clips #2412 Burlington WA 24761971319118014010372
11-15	3.13-	758.91	Rite Aid Corp. 11/15 #000299880 Purchase Rite Aid Corp. Anacortes WA
11-16	608.00+	1,366.91	WA St Employ Sec Des:Ui Benefit ID:W50014084060001 Indn:Brown, Brad Co ID: Xxxxxxxx Ppd
11-16	89.51-	1,277.40	CheckCard 1114 Chevron 00210349 Anacortes WA 24625121319412916699236
11-16	5.95-	1,271.45	Check 1486
11-18	350.00-	921.45	WA Tlr cash withdrawal from Chk 1793 Banking Ctr Anacortes-Thrifty Foods #0057471 WA Confirmation# 8765832393
11-18	202.23-	719.22	Oncmainfinancial Des:Loan Paymt ID:674701280195818 Indn:Brad Brown Co ID:1274318010 Ppd
11-18	64.87-	654.35	CheckCard 1117 Intuit *turbotax 800-446-8848 CA 24692161321000274244222
11-21	1,403.79-	749.44-	Ocwen Lockbox Des:Check Pymt Check #:1504 Indn:0071585145 Co ID:3010681100 Arc
11-21	40.00-	789.44-	CheckCard 1118 Chevron 00210349 Anacortes WA 24625121323412952674642
11-22	1,403.79+	614.35	Return Of Posted Check / Item (Received On 11-21) Electronic Transaction
11-22	35.00-	579.35	NSF: Returned Item Fee For Activity Of 11-21 Electronic Transa
11-23	608.00+	1,187.35	WA St Employ Sec Des:Ui Benefit ID:W50014531650001 Indn:Brown, Brad Co ID: Xxxxxxxx Ppd
11-23	37.00+	1,224.35	CheckCard 1122 Psv*nutrition and Hc 800-5391966 MD 74351781326411004841301
11-23	0.01+	1,224.36	Interest Earned
11-23	25.00-	1,199.36	Advantage Monthly Maintenance Fee

BRAD B BROWN

Checks Posted in Numerical Order

Check #	Posting Date	Amount(\$)
1486	11-16	5.95

Total Checks Posted \$5.95

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total NSF: Returned Item Fees	\$35.00	\$105.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	3,203.36	11-04	2,281.76	11-15	758.91
10-27	3,143.36	11-07	1,886.34	11-16	1,271.45
10-28	2,754.34	11-08	1,975.62	11-18	654.35
10-31	2,153.16	11-09	1,457.38	11-21	789.44 -
11-02	2,630.99	11-10	1,443.57	11-22	579.35
11-03	2,548.16	11-14	847.09	11-23	1,199.36

Select Money Market Savings - WA 1.800.442.6680 - Customer Service Money Market Savings

BRAD B BROWN

Your Account at a Glance

Account Number	1380 7947 1793
Beginning Balance on 10-26-11	\$ 0.02
Ending Balance on 11-23-11	\$ 0.02

Daily Balance Summary

Date	Balance(\$)
Beginning	0.02

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here _____ \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement _____ \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example Interest) _____ \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE _____ \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here _____ \$ _____
- 2. Add any deposits not shown on this statement _____ \$ _____

SUBTOTAL _____ \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance _____ \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers. If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

BRAD B BROWN

Deposit Accounts

Interest Checking

BRAD B BROWN

Your Account at a Glance

Account Number	0000 7947 1793	
Beginning Balance on 09-23-11	\$ 22.47	
Deposits and Other Additions	+ 10,178.03	<i>Annual Percentage Yield Earned this Statement</i>
Checks Posted	- 260.00	<i>Period: 0.01%</i>
ATM and Debit Card Subtractions	- 3,722.99	<i>Interest Paid Year to Date: \$0.11</i>
Service Charges and Other Fees	- 18.00	
Other Subtractions	- 2,996.15	
Ending Balance on 10-25-11	\$ 3,203.36	

Help avoid Overdraft & NSF: Returned Item fees. Use Alerts to get messages by email or text to inform you when your balance is low. Use Overdraft Protection to transfer available funds from linked savings, credit card, or credit line to your checking account to help cover items that would overdraw your account. Call us for details.

Interest Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
09-23	151.00-	128.53 -	Online Pmtcapital One 126539910033438
09-23	925.18+	796.65	Reg Salarydakota Creek Ind 12695
09-23	19.86-	776.79	Purchase 90630921016910044262101 On 09/21 At Insta
			Ntcheckmate.Com 866-490-5980 NV
09-23	17.76-	759.03	Purchase 90620923007946544262101 On 09/23 At Usps
			5403640176/5 Anacortes WA
09-26	73.05-	685.98	Purchase 90620925072249644262101 On 09/25 At Wal-M
			Art #2596 Mount Vernon WA
09-26	60.00-	625.98	Bankofamerica ATM Withdrawal On 09/23 At Thrifty F
			Ood Pav Anacortes WA
09-26	40.00-	585.98	Donation Campus Crusade F25#XXXXXXXX
09-26	20.00-	565.98	Bankofamerica ATM Withdrawal On 09/25 At Thrifty F
			Ood Pav Anacortes WA
09-26	20.00-	545.98	Purchase 90630924030719444262101 On 09/24 At Gere
			- A - Deli Anacortes WA
09-26	3.68-	542.30	Purchase 90620923018496244262101 On 09/23 At USA P
			Etroleum 68 Burlington WA
09-27	40.00-	502.30	Purchase 90630923005334444262101 On 09/23 At Chevr
			On 00210349 Anacortes WA
09-27	20.00-	482.30	Purchase 90630925013555944262101 On 09/25 At Super
			Cuts Mount Vernon WA
09-28	77.47-	404.83	Pse Billpse Axxxxxxxxx
09-28	40.00-	364.83	Purchase 90630926010486844262101 On 09/26 At Chevr
			On 00210349 Anacortes WA
09-30	852.97+	1,217.80	Reg Salarydakota Creek Ind 12695
09-30	250.00-	967.80	Misc. Withdrawal 0930WA353P000850513381
09-30	100.00-	867.80	Online Pmtcapital One 127339910011507
09-30	66.84-	800.96	Anac Util Anacortes City 040-0380-02

BRAD B BROWN

Interest Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
09-30	5.59-	795.37	Purchase 90620930004836244262101 On 09/30 At Usps 5403640176/5 Anacortes WA
10-03	129.53-	665.84	Purchase 90621002077741744262101 On 10/02 At Wal-M Art #2596 Mount Vernon WA
10-03	61.94-	603.90	Purchase 90631001005195444262101 On 10/01 At Vzwr1 Ss*apocc Visw 800-922-0204 NJ
10-03	60.00-	543.90	Purchase 90630930011334244262101 On 09/30 At Chevr On 00210349 Anacortes WA
10-03	36.75-	507.15	Purchase 90631001014458544262101 On 10/01 At Scars Roebuc Internet 800-676-5543 TX
10-03	29.98-	477.17	Purchase 90631002026696544262101 On 10/02 At Sky A Ngel 866-759-2643 NY
10-03	21.63-	455.54	Purchase 90621002058000544262101 On 10/02 At Costc O Whse #0662 Burlington WA
10-03	14.95-	440.59	Purchase 90631001004547344262101 On 10/01 At Eharm Ony.Com 800-951-2023 CA
10-04	202.50-	238.09	Non-Bankofamerica ATM Withdrawal On 10/03 At 12885 Casino Dr Anacortes WA
10-04	102.50-	135.59	Non-Bankofamerica ATM Withdrawal On 10/04 At 12885 Casino Dr Anacortes WA
10-04	0.00	135.59	Non-Bankofamerica ATM Denied Transaction On 10/04 At 12885 Casino Dr Anacortes WA
10-05	40.00-	95.59	Purchase 90631003010075044262101 On 10/03 At Chevr On 00210349 Anacortes WA
10-06	19.51-	76.08	Purchase 90621006040973544262101 On 10/06 At Chevr On/Swinomish Anacortes WA
10-07	893.70+	969.78	Reg Salarydakota Creek Ind 12695
10-07	250.00-	719.78	Misc. Withdrawal 1007WA353P000650691839
10-07	5.59-	714.19	Purchase 90621007011062644262101 On 10/07 At Usps 5403640176/5 Anacortes WA
10-11	252.00+	966.19	Bankofamerica ATM Deposit On 10/09 At Thrifty Food Pav Anacortes WA
10-11	100.00-	866.19	Check 1482
10-11	78.00-	788.19	Ins Prem Prog Direct Ins 71560322 Brad
10-11	75.00-	713.19	Purchase 90631008078667344262101 On 10/08 At Chevr On 002103 Anacortes WA
10-11	14.75-	698.44	Misc. Withdrawal 1011WA353P000850926886
10-11	6.44-	692.00	Purchase 90631008025810544262101 On 10/08 At Micro Soft *msn 800-494-2962 WA
10-11	5.59-	686.41	Purchase 90621008006832044262101 On 10/08 At Usps 5403640176/5 Anacortes WA
10-12	9.30-	677.11	Payment Cascade Natural 9853000000
10-13	100.00+	777.11	Bankofamerica ATM Deposit On 10/13 At Thrifty Food Pav Anacortes WA
10-13	60.00+	837.11	Bankofamerica ATM Deposit On 10/13 At Thrifty Food Pav Anacortes WA
10-13	250.00-	587.11	Misc. Withdrawal 1013WA353P000950576016
10-14	761.45+	1,348.56	Dakota Creek Ind Des:Reg Salary ID: 12695 Indn:Brad B. Brown Co ID:1910940429 Ppd
10-14	15.00-	1,333.56	Home Depot Cr Sv Des:Check Pymt Check #:1501 Indn:420563678323968 Co ID:1460358360 Arc
10-14	4.00-	1,329.56	Domestic Non-BkofAmerica ATM Charge
10-17	5,000.14+	6,329.70	Counter Credit

BRAD B BROWN

Interest Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
10-17	302.50-	6,027.20	Columbus Data 10/17 #000084821 Withdrwl 12885 Casino Dr Anacortes WA
10-17	302.50-	5,724.70	Columbus Data 10/17 #000090405 Withdrwl 12885 Casino Driv Anacortes .. WA
10-17	40.00-	5,684.70	Shell Service 10/16 #000518997 Purchase Shell Service Sta Burlington WA
10-17	2.00-	5,682.70	Columbus Data 10/17 #000084821 Withdrwl 12885 Casino Dr Anacortes WA Fee
10-17	2.00-	5,680.70	Columbus Data 10/17 #000090405 Withdrwl 12885 Casino Driv Anacortes .. WA Fee
10-18	1,403.79-	4,276.91	Ocwen Lockbox Des:Check Pymt Check #:1500 Indn:0071585145 Co ID:3010681100 Arc
10-18	402.50-	3,874.41	Columbus Data 10/17 #000096779 Withdrwl 12885 Casino Dr Anacortes WA
10-18	302.50-	3,571.91	Columbus Data 10/17 #000096142 Withdrwl 12885 Casino Dr Anacortes WA
10-18	302.50-	3,269.41	Columbus Data 10/17 #000096168 Withdrwl 12885 Casino Dr Anacortes WA
10-18	202.50-	3,066.91	Columbus Data 10/17 #000094474 Withdrwl 12885 Casino Dr Anacortes WA
10-18	202.50-	2,864.41	Columbus Data 10/17 #000094443 Withdrwl 12885 Casino Dr Anacortes WA
10-18	65.00-	2,799.41	CheckCard 1018 Chevron 002103 Anacortes WA 69793740460312920069539
10-18	58.48-	2,740.93	Wal-Mart #2596 10/18 #000606251 Purchase Wal-Mart #2596 Mount Vernon WA
10-18	2.00-	2,738.93	Columbus Data 10/17 #000096142 Withdrwl 12885 Casino Dr Anacortes WA Fee
10-18	2.00-	2,736.93	Columbus Data 10/17 #000096168 Withdrwl 12885 Casino Dr Anacortes WA Fee
10-18	2.00-	2,734.93	Columbus Data 10/17 #000094474 Withdrwl 12885 Casino Dr Anacortes WA Fee
10-18	2.00-	2,732.93	Columbus Data 10/17 #000096779 Withdrwl 12885 Casino Dr Anacortes WA Fee
10-18	2.00-	2,730.93	Columbus Data 10/17 #000094443 Withdrwl 12885 Casino Dr Anacortes WA Fee
10-19	20.00-	2,710.93	BkofAmerica ATM 10/19 #000006811 Withdrwl Mount Vernon Mount Vernon WA
10-19	5.59-	2,705.34	Usps 540364017 10/19 #000127358 Purchase Usps 5403640176/5 Anacortes WA
10-20	197.00-	2,508.34	CheckCard 1018 8888868575 Realfreedom 888-8868575 FL 24254771292462495750505
10-20	37.00-	2,471.34	CheckCard 1018 8888868575 Rcalfreedom 888-8868575 FL 24254771292462495750471
10-20	19.51-	2,451.83	Chevron/Swinom 10/19 #000757275 Purchase Chevron/Swinomish Anacortes WA
10-21	883.39+	3,335.22	Dakota Creek Ind Des:Reg Salary ID: 12695 Indn:Brad B. Brown Co ID:1910940429 Ppd
10-21	174.17+	3,509.39	Dakota Creek Ind Des:Reg Salary ID: 12695 Indn:Brad B. Brown Co ID:1910940429 Ppd
10-21	250.00-	3,259.39	Customer Withdrawal Image
10-21	100.00-	3,159.39	Check 1502
10-21	5.79-	3,153.60	Usps 540364017 10/21 #000117888 Purchase Usps 5403640176/5 Anacortes WA

BRAD B BROWN

Interest Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
10-24	197.00+	3,350.60	CheckCard 1021 8888868575 RealFreedom Tampa FL 74254771296462495751199
10-24	37.00+	3,387.60	CheckCard 1021 8888868575 RealFreedom Tampa FL 74254771296462495751181
10-24	20.00-	3,367.60	BkofAmerica ATM 10/22 #000002792 Withdrwl Thrifty Food Pav Anacortes WA
10-24	19.86-	3,347.74	CheckCard 1021 Instantcheckmate.Com 866-490-5980 NV 24707801296715547672231
10-24	19.51-	3,328.23	Chevron/Swinom 10/23 #000391943 Purchase Chevron/Swinomish Anacortes WA
10-25	38.02+	3,366.25	Prog Direct Ins Des:Ins Prem ID:71560322 ,Brad Indn:Brad Brown Co ID:9038800062 Ppd
10-25	3.00+	3,369.25	Prog Direct Ins Des:Ins Prem ID:71560322 ,Brad Indn:Brad Brown Co ID:9038800062 Ppd
10-25	65.90-	3,303.35	Wal-Mart #2596 10/25 #000841145 Purchase Wal-Mart #2596 Mount Vernon WA
10-25	60.00-	3,243.35	Check 1503
10-25	40.00-	3,203.35	Campus Crusade F Des:Donation ID:25#XXXXXXXXXX Indn:Brown, Brad B Co ID:2956006173 Ppd
10-25	0.01+	3,203.36	Interest Earned

Checks Posted in Numerical Order

Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)
1482	10-11	100.00	1502*	10-21	100.00	1503	10-25	60.00

Total Checks Posted \$260.00

* Gap in sequential check numbers.

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total NSF: Returned Item Fees	\$0.00	\$70.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	22.47	10-05	95.59	10-18	2,730.93
09-23	759.03	10-06	76.08	10-19	2,705.34
09-26	542.30	10-07	714.19	10-20	2,451.83
09-27	482.30	10-11	686.41	10-21	3,153.60
09-28	364.83	10-12	677.11	10-24	3,328.23
09-30	795.37	10-13	587.11	10-25	3,203.36
10-03	440.59	10-14	1,329.56		
10-04	135.59	10-17	5,680.70		

BRAD B BROWN

Select Money Market Savings - WA 1.800.442.6680 - Customer Service

Money Market Savings

BRAD B BROWN

Your Account at a Glance

Account Number	1380 7947 1793
Beginning Balance on 09-23-11	\$ 0.02
Ending Balance on 10-25-11	\$ 0.02

Daily Balance Summary

<u>Date</u>	<u>Balance(\$)</u>
Beginning	0.02

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here _____ \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement _____ \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example interest) _____ \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE _____ \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here _____ \$ _____
- 2. Add any deposits not shown on this statement _____ \$ _____

SUBTOTAL _____ \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance _____ \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers. If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

FIRSTCHOICE

ANACORTES BRANCH
1519 COMMERCIAL AVE
ANACORTES WA 98221

PAGE 1 OF 3

1013 79471793
ANACORTES BRANCH 79471793

9-22-2011

FOR CUSTOMER SERVICE CALL 1.800.442.6580.
IN THE SEATTLE AREA CALL 206.461.0800.
TTY/TDD USERS: 1.800.232.6299.

BRAD B BROWN
2034 K AVE
ANACORTES WA 98221-3718

ACCOUNT NUMBER
79471793
STATEMENT PERIOD
8-20-2011 TO 9-22-2011
C 1S1 O



www.bankofamerica.com
Our Online Banking service allows you to check balances, track account activity and more. Enroll now at www.bankofamerica.com.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

With statement cycles beginning October on or after 14, 2011, a check image service fee of \$3 applies to each statement cycle during which we return one or more check images with your paper statement. This fee does not apply to paperless statements. Paperless statements will be available starting October 17 and you can sign up for them through Online Banking at www.bankofamerica.com. You can also use Online Banking to view and print images of checks that posted to your account within the last 180 days.

SUMMARY OF YOUR ACCOUNTS

CHECKING		SAVINGS	
FIRSTCHOICE GOLD	79471793	MARKET RATE GOLD	79471793
BEGINNING BALANCE	168.78	BEGINNING BALANCE	.02
DEPOSITS	3541.94	ENDING BALANCE	.02
INTEREST THIS PERIOD	.01	AVERAGE DAILY BAL	.02
WITHDRAWALS	3671.24		
SERVICE CHARGES/FEE	17.00		
ENDING BALANCE	22.47		
INTEREST YEAR-TO-DATE	.10		
CHECKING + SAVINGS + CDS			
MIN BAL DN 8-22-2011	8.78		
ANNUAL PERCENTAGE			
YIELD EARNED	.01%		
DAYS INTEREST EARNED	34		

CHECKING ACTIVITY

DEPOSITS

POSTED	AMOUNT	DESCRIPTION	
8-23	400.00	BANKOFAMERICA ATM DEPOSIT DN 08/23 THRIFTY FOOD PAV ANACORTES WA	5978002899
8-26	933.49	REG SALARYDAKOTA CREEK IND 12893	LACH937417
9-02	1867.70	REG SALARYDAKOTA CREEK IND 12893	LACH226852
9-02	304.03	REG SALARYDAKOTA CREEK IND 12893	LACH228833
9-03	886.35	REG SALARYDAKOTA CREEK IND 12893	LACH424558
9-16	736.37	REG SALARYDAKOTA CREEK IND 12893	LACH201639
9-22	10.00	BANKOFAMERICA ATM DEPOSIT DN 09/22 THRIFTY FOOD PAV ANACORTES WA	3978003088
9-22	.01	INTEREST PAYMENT	I-GEN11109
9-22	2.00	DIRECT DEPOSIT SERVICE CREDIT	I-GEN11109

CONTINUED

FIRSTCHOICE™

BRAD B BROWN

ACCOUNT NUMBER 79471793
STATEMENT PERIOD 8-20-2011 TO 8-22-2011

CHECKING ACTIVITY CONTINUED

WITHDRAWALS

CK NO	PAID	AMOUNT	CK NO	PAID	AMOUNT	CK NO	PAID	AMOUNT
1471	8-22	100.00	1474	8-29	100.00	1477	9-06	10.00
1472	8-26	199.50	1475	9-01	10.00	1478	9-19	100.00
1473	8-29	118.00	1476	9-06	100.00	1479	9-18	350.50

NI 14521736 NI 13006258 NI 13483149
NI 19465778 NI 13242671 NI 14428556
NI 19995979 NI 12492998 NI 19523364

TOTAL NUMBER OF CHECKS = 9

POSTED	AMOUNT	DESCRIPTION
8-22	60.00	BANKOFAMERICA ATM WITHDRAWAL ON 08/20 THRIFTY FOOD PAV ANACORTES WA
8-22	.00	BANKOFAMERICA ATM STATEMENT ON 08/20 *THRIFTY FOOD PAV ANACORTES WA
8-22	.00	BANKOFAMERICA ATM BAL-INQ ON 08/20 *THRIFTY FOOD PAV ANACORTES WA
8-23	19.51	PURCHASE 90620823078048644262101 ON 08/23 CHEVRON/SWINOMISH ANACORTES WA
8-23	7.35	PURCHASE 90620823013137444262101 ON 08/23 ARS PRESNO TESOR ANACORTES WA
8-26	70.00	PURCHASE 90630876089653044262101 ON 08/26 CHEVRON 002103 ANACORTES WA
8-26	40.00	DONATION CAMPUS CRUSADE F25#439969576
8-26	19.31	PURCHASE 90620826093847244262101 ON 08/26 CHEVRON/SWINOMISH ANACORTES WA
8-23	96.41	PURCHASE 90820827081125444262101 ON 08/27 WAL-MART #2596 MOUNT VERNON WA
8-29	90.64	PSE BILLPSE A886572850
8-29	70.00	ONLINE PNTCAPITAL ONE 124139910160969
8-29	19.51	PURCHASE 90620823070724044262101 ON 08/29 CHEVRON/SWINOMISH ANACORTES WA
8-29	7.83	PURCHASE 90820828000601044262101 ON 08/29 USPS 5409840176/5 ANACORTES WA
8-31	66.33	ANAC UTIL ANACORTES CITY 040-0380-02
9-01	19.31	PURCHASE 90620901025143844262101 ON 09/01 CHEVRON/SWINOMISH ANACORTES WA
9-02	36.72	PURCHASE 90830901003514044262101 ON 09/01 VZWLSS*APGCC VISW 800-922-0204 NJ -RECUR
9-02	14.95	PURCHASE 90830901001223944262101 ON 09/01 EHARMONY.COM 800-951-2023 CA - RECURRING
9-08	1500.00	MA TLR CASH WITHDRAWAL FROM CHK 1793
9-08	100.00	BANKOFAMERICA ATM WITHDRAWAL ON 09/05 THRIFTY FOOD PAV ANACORTES WA
9-08	59.88	PURCHASE 90620905040471344262101 ON 09/05 WAL-MART #2596 MOUNT VERNON WA
9-08	60.00	PURCHASE 90630903099200744262101 ON 09/09 CHEVRON 002103 ANACORTES WA
9-08	23.98	PURCHASE 90630902018181044262101 ON 09/02 SKY ANGEL 866-759-2643 NY
9-08	19.51	PURCHASE 90620903011038244262101 ON 09/03 CHEVRON/SWINOMISH ANACORTES WA
9-08	14.84	PURCHASE 9062090300069844262101 ON 09/06 CHEVRON/SWINOMISH ANACORTES WA
9-07	19.51	PURCHASE 90620907064940344262101 ON 09/07 CHEVRON/SWINOMISH ANACORTES WA
9-06	75.02	PURCHASE 90630908019509144262101 ON 09/06 PROGRESSIVE INS 800-888-7784 OH
9-09	87.91	PURCHASE 90620908060909744262101 ON 09/09 WAL-MART #2596 MOUNT VERNON WA
9-09	13.00	PURCHASE 90620908022852844262101 ON 09/08 SAFEMAY STORE O ANACORTES WA
9-09	8.44	PURCHASE 90630908028716244262101 ON 09/08 MICROSFT *MSN 800-434-2962 WA - RECURRING
9-09	3.05	PURCHASE 90630908034813944262101 ON 09/08 EBAY INC. 888-749-3229 CA - RECURRING
9-12	80.00	PURCHASE 90630910020264044262101 ON 09/10 CHEVRON 00210349 ANACORTES WA
9-12	60.00	BANKOFAMERICA ATM WITHDRAWAL ON 09/10 THRIFTY FOOD PAV ANACORTES WA
9-12	30.00	CHECK PYMTHOME DEPOT CR 5V1465
9-12	8.83	PURCHASE 90620910019952544262101 ON 09/10 USPS 5403840178/5 ANACORTES WA
9-12	4.86	PURCHASE 90630910038214044262101 ON 09/10 ACE HARDWARE ANACORTES WA
9-13	1403.79	CHECK PYMTHOMEN LOCKBOX 1484
9-13	11.32	PAYMENT CASCADE NATURAL 9853000000
9-15	15.88	PURCHASE 90830914034652744262101 ON 09/14 EREPLACEMENTPARTS.COM 888-802-6383 UT
9-15	4.50	PURCHASE 90830913007044444262101 ON 09/13 WALGREENS #7131 ANACORTES WA
9-16	40.00	PURCHASE 90630914059978444262101 ON 09/14 CHEVRON 00210349 ANACORTES WA
9-19	104.49	PURCHASE 90620918072353744262101 ON 09/18 WAL-MART #2596 MOUNT VERNON WA
9-19	23.80	PURCHASE 90820918014762844262101 ON 09/18 CHEVRON/SWINOMISH ANACORTES WA
9-20	60.00	PURCHASE 90830920085027044262101 ON 09/20 CHEVRON 002103 ANACORTES WA
9-20	48.18	PURCHASE 90620920031937844262101 ON 09/20 WAL-MART #2596 MOUNT VERNON WA
9-20	42.80	PURCHASE 90820920088410044262101 ON 09/20 CHEVRON/SWINOMISH ANACORTES WA
9-22	2.00	ATM STATEMENT CHARGE
9-22	15.00	MONTHLY SERVICE CHARGE

\$970001602
\$970001799
\$970001793
FP05
FP05
VCC000000
LACH357127
FP05
FP05
LACH237359
LACH281359
FP05
FP05
LACH735239
FP05
VCC000000
VCC000000
STE 91800
\$970006787
FP05
VCC000000
VCC000000
FP05
FP05
FP05
VCC000000
FP05
FP05
VCC000000
VCC000000
VCC000000
\$970008271
LACH902085
FP05
VCC000000
LACH510213
LACH318932
VCC000000
VCC000000
VCC000000
VCC000000
FP05
FP05
VCC000000
FP05
FP05
I-GEN11109
I-GEN11109

CONTINUED

FIRSTCHOICE™

PAGE 3 OF 3

1015 79471793
ANACORTES BRANCH 79471793

9-22-2011

BRAD B BROWN

ACCOUNT NUMBER 79471793
STATEMENT PERIOD 8-20-2011 TO 9-22-2011

CHECKING SERVICE CHARGE AND FEE SUMMARY

AMOUNT DESCRIPTION
15.00 MONTHLY SERVICE CHARGE. NO CHARGE IF CHECKING + SAVINGS + CDS MIN BAL \$10,000 OR MORE
2.00 ATM STATEMENT CHARGE

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total NSF: Returned Item Fees	\$0.00	\$70.00

Help avoid Overdraft & NSF: Returned Item fees. Use Online Banking to see your available balance but keep in mind transactions you've made that are yet to be recorded. Use Overdraft Protection to transfer available funds from your linked credit card or credit line to your checking account to cover items that would overdraw your account. Call us for details.

THANK YOU FOR BANKING WITH BANK OF AMERICA

FIRSTCHOICE™

ANACORTES BRANCH
1519 COMMERCIAL AVE
ANACORTES WA 98221

PAGE 1 OF 3

1015 79471793
ANACORTES BRANCH 79471793

8-19-2011

FOR CUSTOMER SERVICE CALL 1.800.442.6880.
IN THE SEATTLE AREA CALL 206.461.0800.
TTY/TDD USERS: 1.800.232.6299.

BRAD B BROWN
2034 K AVE
ANACORTES WA 98221-3718

ACCOUNT NUMBER
79471793
STATEMENT PERIOD
7-23-2011 TO 8-19-2011
C 151 0



www.bankofamerica.com
Our Online Banking service allows you to check balances, track account activity and more. Enroll now at www.bankofamerica.com.

SUMMARY OF YOUR ACCOUNTS

CHECKING		SAVINGS	
FIRSTCHOICE GOLD	79471793	MARKET RATE GOLD	79471793
BEGINNING BALANCE	2089.97	BEGINNING BALANCE	.02
DEPOSITS	3847.21	ENDING BALANCE	.02
INTEREST THIS PERIOD	.01	AVERAGE DAILY BAL	.02
WITHDRAWALS	5500.43		
SERVICE CHARGES/FEEES	68.00		
ENDING BALANCE	168.76		
INTEREST YEAR-TO-DATE	.09		
CHECKING + SAVINGS * CDS			
HWM BAL ON 7-27-2011	23.10		
ANNUAL PERCENTAGE			
YIELD EARNED	.02%		
DAYS INTEREST EARNED	28		

CHECKING ACTIVITY

DEPOSITS

POSTED	AMOUNT	DESCRIPTION			
7-28	108.15	PURCHASE CREDIT 90630727017950844262101 ON 07/27 BOSE CORP PTS 00540085 FRAHINGHAM MA			VCC000000
7-29	873.60	REG SALARYDAKOTA CREEK IND	12895		LACH018692
8-05	904.03	REG SALARYDAKOTA CREEK IND	12895		LACH663954
8-12	855.40	REG SALARYDAKOTA CREEK IND	12895		LACH998067
8-19	904.03	REG SALARYDAKOTA CREEK IND	12895		LACH773139
8-19	.01	INTEREST PAYMENT			I-GEN11108
8-19	2.00	DIRECT DEPOSIT SERVICE CREDIT			I-GEN11108

WITHDRAWALS

CK NO	PAID	AMOUNT			
1470	8-11	35.00			
TOTAL NUMBER OF CHECKS = 1					
POSTED	AMOUNT	DESCRIPTION			
7-25	302.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 07/22 12885 CASINO DRIV ANACORTES .. WA			5940813140
7-25	302.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 07/22 12885 CASINO DRIV ANACORTES .. WA			5940803447
7-25	302.90	NON-BANKOFAMERICA ATM WITHDRAWAL ON 07/23 12885 CASINO DRIV ANACORTES .. WA			5940745581
7-25	302.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 07/23 12885 CASINO DRIV ANACORTES .. WA			5940754123
7-23	202.90	NON-BANKOFAMERICA ATM WITHDRAWAL ON 07/23 12885 CASINO DRIV ANACORTES .. WA			5940755594
7-23	202.30	NON-BANKOFAMERICA ATM WITHDRAWAL ON 07/22 12885 CASINO DRIV ANACORTES .. WA			5940618549
7-25	79.20	PURCHASE 90620722054321944282101 ON 07/22 WAL-MART #2596 MOUNT VERNON WA			FPOS
7-25	88.23	PURCHASE 90620723046992444282101 ON 07/23 THE HOME DEPOT #8 BURLINGTON WA			FPOS
7-25	80.00	PURCHASE 90630722010999344282101 ON 07/22 CHEVRON 00210349 ANACORTES WA			VCC000000

NI 13880738

CONTINUED

FIRSTCHOICE™

BRAD B BROWN

ACCOUNT NUMBER 79471793
STATEMENT PERIOD 7-23-2011 TO 8-19-2011

CHECKING ACTIVITY CONTINUED

WITHDRAWALS				
POSTED	AMOUNT	DESCRIPTION		
7-25	40.00	DONATION CAMPUS CRUSADE F25#439969578		LACH158784
7-25	12.95	PURCHASE 90620723024901344282101 ON 07/23 THE HOME DEPOT #8 BURLINGTON WA		FFOS
7-25	.00	NON-BANKOFAMERICA ATM DENIED TRANSACTION ON 07/23 12885 CASINO DRIV ANACORTES .. WA		\$94D758452
7-27	102.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 07/26 12885 CASINO DRIV ANACORTES .. WA		\$94D113215
7-27	45.00	PURCHASE 90630725093960744262101 ON 07/26 CHEVRON 002103 ANACORTES WA		VCC000000
7-27	22.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 07/26 12885 CASINO DRIV ANACORTES .. WA		\$94D113408
7-27	13.51	PURCHASE 90620726047916744262101 ON 07/26 CHEVRON/SWINOMISH ANACORTES WA		FFOS
7-27	.00	NON-BANKOFAMERICA ATM DENIED TRANSACTION ON 07/26 12885 CASINO DRIV ANACORTES .. WA		\$94D113120
7-27	.00	NON-BANKOFAMERICA ATM DENIED TRANSACTION ON 07/26 12885 CASINO DRIV ANACORTES .. WA		\$94D113163
7-27	.00	NON-BANKOFAMERICA ATM DENIED TRANSACTION ON 07/26 12885 CASINO DRIV ANACORTES .. WA		\$94D113363
7-27	.00	NON-BANKOFAMERICA ATM DENIED TRANSACTION ON 07/26 12885 CASINO DRIV ANACORTES .. WA		\$94D113443
7-28	74.17	PSE BILLPSE A988339989		LACH267381
7-28	5.40	PURCHASE 90630727017551044282101 ON 07/27 BOSE CORP PTS 00840088 800-3874008 WA		VCC000000
7-29	82.00	ANAC UTIL ANACORTES CITY 040-0380-02		LACH278108
7-29	3.41	PURCHASE 90620729001254944282101 ON 07/29 USPS 5403640176/U ANACORTES WA		FFOS
8-01	202.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 08/01 12885 CASINO DRIV ANACORTES .. WA		\$94D014378
8-01	183.36	PURCHASE 90620730013511944282101 ON 07/30 THE HOME DEPOT #8 BURLINGTON WA		FFOS
8-01	130.00	ONLINE PNTCAPITAL ONE 121339910185135		LACH1124337
8-01	19.51	PURCHASE 90620801071191044282101 ON 08/01 CHEVRON/SWINOMISH ANACORTES WA		FFOS
8-01	19.51	PURCHASE 90620730013982844282101 ON 07/30 CHEVRON/SWINOMISH ANACORTES WA		FFOS
8-01	.00	NON-BANKOFAMERICA ATM DENIED TRANSACTION ON 08/01 12885 CASINO DRIV ANACORTES .. WA		\$94D017193
8-02	103.33	PURCHASE 90630801003019544262101 ON 08/01 VZWRL55+APOCC VISN 800-922-0204 NJ -RECUR		VCC000000
8-02	18.48	PURCHASE 90620802004864144262101 ON 08/02 MARKET AT ANACORT ANACORTES WA		FFOS
8-02	14.33	PURCHASE 90630801060684144262101 ON 08/01 EARMONY.COM 800-931-2023 CA		VCC000000
8-02	11.47	PURCHASE 90620802078979144262101 ON 08/02 SAFEWAY STORE 0 ANACORTES WA		FFOS
8-03	29.98	PURCHASE 90630802018999144262101 ON 08/02 SKY ANGEL 866-759-2843 NY		VCC000000
8-04	59.21	PURCHASE 90620803036717744262101 ON 08/03 WAL-MART #2598 MOUNT VERNON WA		FFOS
8-04	20.73	PURCHASE 90620804036956944262101 ON 08/04 THE HOME DEPOT #8 BURLINGTON WA		FFOS
8-05	78.00	PURCHASE 90630803082895344262101 ON 08/03 CHEVRON 002103 ANACORTES WA		VCC000000
8-05	19.51	PURCHASE 90620803078005044262101 ON 08/03 CHEVRON/SWINOMISH ANACORTES WA		FFOS
8-05	8.15	PURCHASE 90630804022324144262101 ON 08/04 ARS FRESNO TESORO #409 ANACORTES WA		VCC000000
8-08	135.80	PURCHASE 90620806083213844262101 ON 08/08 LOWE'S #0035 MOUNT VERNON WA		FFOS
8-08	56.70	PURCHASE 90620806020004344262101 ON 08/08 THE HOME DEPOT #8 BURLINGTON WA		FFOS
8-09	252.14	PURCHASE 90630806032604744262101 ON 08/08 EBAY INC. 888-749-3229 CA - RECURRING		VCC000000
8-09	45.94	PURCHASE 90620809085608744262101 ON 08/09 CHEVRON/SWINOMISH ANACORTES WA		FFOS
8-09	19.51	PURCHASE 90620809017425844262101 ON 08/09 CHEVRON/SWINOMISH ANACORTES WA		FFOS
8-09	6.44	PURCHASE 90630808028487144262101 ON 08/08 MICROSOFT *MSN 800-494-2982 WA - RECURRING		VCC000000
8-10	198.14	PURCHASE 90620809070031344262101 ON 08/09 WAL-MART #2598 MOUNT VERNON WA		FFOS
8-10	17.37	PAYMENT CASCADE NATURAL 9853000000		LACH513715
8-11	20.00	PURCHASE 90630809007719044262101 ON 08/09 GREAT CLIPS #2412 BURLINGTON WA		VCC000000
8-11	.00	NON-BANKOFAMERICA ATM DENIED TRANSACTION ON 08/11 12885 CASINO DR ANACORTES WA		\$94D558878
8-12	19.51	PURCHASE 90620811022290644262101 ON 08/11 CHEVRON/SWINOMISH ANACORTES WA		FFOS
8-13	33.00	NSF: RETURNED ITEM FEE		FACH011224
8-17	19.51	PURCHASE 90620817042416344262101 ON 08/17 CHEVRON/SWINOMISH ANACORTES WA		FFOS
8-19	1403.79	RDP CHECK OWEN LOCKBOX 1481		LACH011229
8-19	121.00	ONLINE PNTCAPITAL ONE 123139910227684		LACH793248
8-19	18.00	DOMESTIC NON-BANKOFAMERICA ATM CHARGE		I-GEN11108
8-19	15.00	MONTHLY SERVICE CHARGE		I-GEN11108

CHECKING SERVICE CHARGE AND FEE SUMMARY

AMOUNT	DESCRIPTION
15.00	MONTHLY SERVICE CHARGE. NO CHARGE IF CHECKING + SAVINGS + CDS MIN BAL \$10,000 OR MORE
18.00	TOTAL ATM CHARGES

CONTINUED

FIRSTCHOICE™

PAGE 3 OF 3

1015 79471793
ANACORTES BRANCH 79471793

8-19-2011

BRAD B BROWN

ACCOUNT NUMBER 79471793
STATEMENT PERIOD 7-23-2011 TO 8-19-2011

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total NSF: Returned Item Fees	\$35.00	\$70.00

Help avoid Overdraft & NSF: Returned Item fees. Use Online Banking to see your available balance but keep in mind transactions you've made that are yet to be recorded. Use Overdraft Protection to transfer available funds from your linked credit card or credit line to your checking account to cover items that would overdraw your account. Call us for details.

THANK YOU FOR BANKING WITH BANK OF AMERICA

FIRSTCHOICE™

ANACORTES BRANCH
1519 COMMERCIAL AVE
ANACORTES WA 98221

PAGE 1 OF 3

1013 79471793
ANACORTES BRANCH 79471793

7-22-2011

FOR CUSTOMER SERVICE CALL 1.800.442.6680.
IN THE SEATTLE AREA CALL 206.451.0800.
TTY/TDD USERS: 1.800.232.6299.

BRAD B BROWN
2034 K AVE
ANACORTES WA 98221-3718

ACCOUNT NUMBER
79471793
STATEMENT PERIOD
6-22-2011 TO 7-22-2011
C 1S1 0



www.bankofamerica.com
Our Online Banking service allows you to check balances, track account activity and more. Enroll now at www.bankofamerica.com.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Effective July 21, 2011, if we place holds on checks deposited to your account, the minimum amount made available to you by the next business day increases from \$100 to \$200. Funds from check deposits are generally available to you no later than the first business day after the day we receive your deposit. However, in some cases we place a hold on funds that you deposit by check.

SUMMARY OF YOUR ACCOUNTS

CHECKING		SAVINGS	
FIRSTCHOICE GOLD	79471793	MARKET RATE GOLD	79471793
BEGINNING BALANCE	970.90	BEGINNING BALANCE	.02
DEPOSITS	5587.01	ENDING BALANCE	.02
INTEREST THIS PERIOD	.01	AVERAGE DAILY BAL	.02
WITHDRAWALS	4452.95		
SERVICE CHARGES/FEES	15.00		
ENDING BALANCE	2089.97		
INTEREST YEAR-TO-DATE	.08		
CHECKING + SAVINGS + CDS			
MIN BAL ON 6-23-2011	758.30		
ANNUAL PERCENTAGE			
YIELD EARNED	.01%		
DAYS INTEREST EARNED	31		

CHECKING ACTIVITY

DEPOSITS

POSTED	AMOUNT	DESCRIPTION	
6-24	935.49	REG SALARYDAKOTA CREEK IND	12595
6-27	290.00	TRANSFER PAYPAL	5ME224ZMVD4NU
6-30	935.49	REG SALARYDAKOTA CREEK IND	12595
7-07	140.00	TRANSFER PAYPAL	5HE2232KPC2LJ
7-08	504.03	REG SALARYDAKOTA CREEK IND	12595
7-11	170.00	TRANSFER PAYPAL	5HE2232W7FLBL
7-11	150.00	TRANSFER PAYPAL	5HE2232QKNSB
7-13	100.00	BANKOFAMERICA ATM DEPOSIT ON 07/09 THRIFTY FOOD PAV ANACORTES WA	
7-13	927.81	REG SALARYDAKOTA CREEK IND	12595
7-13	149.00	TRANSFER PAYPAL	5HE22335JDUWA
7-22	883.39	REG SALARYDAKOTA CREEK IND	12595
7-22	.01	INTEREST PAYMENT	
7-22	2.00	DIRECT DEPOSIT SERVICE CREDIT	

LACH787686
LACH334387
LACH699228
LACH738237
LACH834094
LACH871292
LACH354390
S97005542
LACH785024
LACH974293
LACH738563
I-GEN11107
I-GEN11107

CONTINUED

FIRSTCHOICE™

BRAD B BROWN

ACCOUNT NUMBER 79471793
STATEMENT PERIOD 6-22-2011 TO 7-22-2011

CHECKING ACTIVITY CONTINUED

WITHDRAWALS

CK NO	PAID	AMOUNT	CK NO	PAID	AMOUNT	CK NO	PAID	AMOUNT
1489	6-27	21.64	1466	7-11	23.28	1480*	7-12	1403.79
1487*	7-05	8.49	1469	7-11	7.00			

NI 14713724 NI 13672812 NI 18709776
NI 13229781 NI 18351524

* - GAP IN CHECK SEQUENCE

TOTAL NUMBER OF CHECKS = 5

POSTED AMOUNT DESCRIPTION

POSTED	AMOUNT	DESCRIPTION	POSTED	AMOUNT	DESCRIPTION
8-22	60.00	PURCHASE 90630620009473744262101 ON 06/20 CHEVRON 00210349 ANACORTES WA			VCC000000
6-23	148.16	PURCHASE 90630621020791144262101 ON 06/21 FRONTIER COMMUNICATIONS 800-987-9849 IN			VCC000000
5-23	4.48	PURCHASE 90620623014852444262101 ON 08/23 USPS 5403640176/U ANACORTES WA			FPOS
8-27	180.78	PURCHASE 90620628033821244262101 ON 06/28 WAL-MART #2598 MOUNT VERNON WA			FPOS
5-27	40.00	DONATION CAMPUS CRUSADE F23F439969578			LACH829798
5-27	22.34	PURCHASE 90620625030481144262101 ON 06/25 SAFEMAY STORE 0 ANACORTES WA			FPOS
5-27	21.33	PURCHASE 90620625000818444262101 ON 06/23 USPS 5403640176/U ANACORTES WA			FPOS
8-28	80.77	FSE BILLPSE A986578980			LACH020339
6-23	80.00	PURCHASE 90630628010896544262101 ON 06/28 CHEVRON 00210349 ANACORTES WA			VCC000000
8-28	12.86	PURCHASE 90620628007382944262101 ON 06/28 USPS 5403640176/U ANACORTES WA			FPOS
6-30	80.73	ANAC UTIL ANACORTES CITY 040-0380-02			LACH323369
6-30	20.00	PURCHASE 90620630015711344262101 ON 06/30 7-ELEVEN ANACORTES WA			FPOS
7-05	277.42	PURCHASE 90620703088573344262101 ON 07/03 WAL-MART #2396 MOUNT VERNON WA			FPOS
7-05	120.00	ONLINE PHTCAPITAL ONE 118339810148032			LACH084388
7-05	100.97	PURCHASE 90630701002887844262101 ON 07/01 VZWLLS5*APDCC VISH 800-922-0204 NJ -RECUR			VCC000000
7-05	60.00	PURCHASE 90630701011878544262101 ON 07/01 CHEVRON 00210349 ANACORTES WA			VCC000000
7-05	13.98	PURCHASE 94630702015278844262101 ON 07/02 SKY ANGEL 866-759-2643 NY			VCC000000
7-05	27.00	PURCHASE 90620704038489844262101 ON 07/04 JCPENNEY STORE 23 BURLINGTON WA			FPOS
7-05	24.58	PURCHASE 90620704041806844262101 ON 07/04 MARKET AT ANACORT ANACORTES WA			FPOS
7-03	9.18	PURCHASE 90620705034973844262101 ON 07/08 ARS FRESNO TESOR ANACORTES WA			FPOS
7-06	9.73	PURCHASE 90620705061539944262101 ON 07/08 RITE AID CORP. ANACORTES WA			FPOS
7-07	73.45	PURCHASE 90620707008361544262101 ON 07/07 USPS 5403640176/U ANACORTES WA			FPOS
7-07	60.00	PURCHASE 90630705011547844262101 ON 07/03 CHEVRON 00210349 ANACORTES WA			VCC000000
7-07	22.77	PURCHASE 90620707038370944262101 ON 07/07 WAL-MART SUPER CE MOUNT VERNON WA			FPOS
7-08	29.11	PURCHASE 90630708025763344262101 ON 07/08 THE UPS STORE 5499 BURLINGTON WA			VCC000000
7-08	11.95	PURCHASE 90620708000175344262101 ON 07/08 USPS 5403640176/U ANACORTES WA			FPOS
7-11	202.95	PURCHASE 90620710035132344262101 ON 07/10 WAL-MART #2598 MOUNT VERNON WA			FPOS
7-11	159.00	PURCHASE 90630708023586444262101 ON 07/08 FIDALGO NINI STORAGE ANACORTES WA			VCC000000
7-11	80.00	BANKOFAMERICA ATM WITHDRAWAL ON 07/03 THRIFTY FOOD PAV ANACORTES WA			597005897
7-11	60.00	PURCHASE 90630708010401344262101 ON 07/08 CHEVRON 00210349 ANACORTES WA			VCC000000
7-11	47.37	PURCHASE 9063070803885944262101 ON 07/08 EBAY INC. 866-749-3229 CA - RECURRING			VCC000000
7-11	23.19	PURCHASE 90620709006407644262101 ON 07/09 USPS 5403640176/U ANACORTES WA			FPOS
7-11	6.44	PURCHASE 90630708035296944262101 ON 07/08 MICROSOFT *MSN 800-494-2962 WA - RECURRING			VCC000000
7-12	20.00	BANKOFAMERICA ATM WITHDRAWAL ON 07/12 THRIFTY FOOD PAV ANACORTES WA			597005711
7-13	33.55	PAYMENT CASCADE NATURAL 8853000000			LACH368598
7-14	50.42	PURCHASE 90620714005693844262101 ON 07/14 USPS 5403640176/U ANACORTES WA			FPOS
7-14	60.00	PURCHASE 90630712009863844262101 ON 07/12 CHEVRON 00210349 ANACORTES WA			VCC000000
7-14	38.40	PURCHASE 90630712007029444262101 ON 07/12 PLENTYOFFISH 804-6922342 NY			VCC000000
7-18	280.00	BANKOFAMERICA ATM WITHDRAWAL ON 07/17 THRIFTY FOOD PAV ANACORTES WA			597008623
7-18	46.10	PURCHASE 90620716003583544262101 ON 07/18 WAL-MART SUPER CE MOUNT VERNON WA			FPOS
7-18	41.91	PURCHASE 90630718024171544262101 ON 07/16 CHRISTIANNINGLE.COM 866-6807924 UT			VCC000000
7-18	21.47	PURCHASE 90620718039027144262101 ON 07/18 GOODWILL MT. VERN MOUNT VERNON WA			FPOS
7-19	12.95	PURCHASE 90630718026946644262101 ON 07/18 VALUE VILLAGE 1024 MOUNT VERNON WA			VCC000000
7-20	60.00	PURCHASE 90630718010402844262101 ON 07/18 CHEVRON 00210349 ANACORTES WA			VCC000000
7-21	29.95	PURCHASE 90630720030554844262101 ON 07/20 CHRISTIANNINGLE.COM 866-6807924 UT			VCC000000
7-21	2.34	PURCHASE 90620721011823944262101 ON 07/21 MARKET AT ANACORT ANACORTES WA			FPOS
7-22	190.00	ONLINE PHTCAPITAL ONE 120339810135081			LACH878782
7-22	13.00	MONTHLY SERVICE CHARGE			I-GEN1107

CONTINUED

FIRSTCHOICE™

BRAD B BROWN

ACCOUNT NUMBER 79471793
STATEMENT PERIOD 6-22-2011 TO 7-22-2011

CHECKING SERVICE CHARGE AND FEE SUMMARY

AMOUNT DESCRIPTION
15.00 MONTHLY SERVICE CHARGE. NO CHARGE IF CHECKING + SAVINGS + CDS MIN BAL \$10,000 OR MORE

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	50.00	50.00
Total NSF: Returned Item Fees	50.00	535.00

Help avoid occasional Overdraft & NSF: Returned item fees. Use Online Banking to see your available balance but keep in mind transactions you've made that are yet to be recorded. Use Overdraft Protection to transfer available funds from your linked credit card or credit line to your checking account to cover items that would overdraw the account. Call us for details.

THANK YOU FOR BANKING WITH BANK OF AMERICA

FIRSTCHOICESM

ANACORTES BRANCH
1519 COMMERCIAL AVE
ANACORTES WA 98221

PAGE 1 OF 2

1015 79471793
ANACORTES BRANCH 79471793

5-21-2011

FOR CUSTOMER SERVICE CALL 1.800.442.6680.
IN THE SEATTLE AREA CALL 206.461.0800.
TTY/TDD USERS: 1.800.232.8298.

BRAD B BROWN
2034 K AVE
ANACORTES WA 98221-3718

ACCOUNT NUMBER
79471793
STATEMENT PERIOD
5-21-2011 TO 5-21-2011
C IS1 O



www.bankofamerica.com
Our Online Banking service allows you to check balances, track account activity and more. Enroll now at www.bankofamerica.com.

SUMMARY OF YOUR ACCOUNTS

CHECKING		SAVINGS	
FIRSTCHOICE GOLD	79471793	MARKET RATE GOLD	79471793
BEGINNING BALANCE	641.51	BEGINNING BALANCE	.02
DEPOSITS	3693.16	ENDING BALANCE	.02
INTEREST THIS PERIOD	.01	AVERAGE DAILY BAL	.02
WITHDRAWALS	3349.08		
SERVICE CHARGES/FEES	15.00		
ENDING BALANCE	970.90		
INTEREST YEAR-TO-DATE	.07		
CHECKING + SAVINGS + CDS			
MIN BAL ON 5-16-2011	216.75		
ANNUAL PERCENTAGE			
YIELD EARNED	.01%		
DAYS INTEREST EARNED	32		

CHECKING ACTIVITY

DEPOSITS

POSTED	AMOUNT	DESCRIPTION		
3-26	935.49	REG SALARYDAKOTA CREEK IND	12893	LACH039582
6-03	904.03	REG SALARYDAKOTA CREEK IND	12893	LACH746691
6-10	927.61	REG SALARYDAKOTA CREEK IND	12893	LACH224772
6-16	20.00	BANKOFAMERICA ATM DEPOSIT ON 06/18 THRIFTY FOOD PAV ANACORTES WA		\$970007528
6-17	904.03	REG SALARYDAKOTA CREEK IND	12893	LACH180456
6-21	.01	INTEREST PAYMENT		I-GEN11108
8-21	2.00	DIRECT DEPOSIT SERVICE CREDIT		I-GEN11108

WITHDRAWALS

POSTED	AMOUNT	DESCRIPTION		
3-23	226.33	PURCHASE 50820921033032544262101 ON 05/21 WAL-MART #2399 MOUNT VERNON WA		FPDS
3-23	24.01	PURCHASE 50820521012104744262101 ON 05/21 MARKET AT ANACORT ANACORTES WA		FPDS
3-23	12.37	PURCHASE 50820520081979244262101 ON 05/20 WALGREENS SEC OF ANACORTES WA		FPDS
5-23	11.07	PURCHASE 50820521016082044262101 ON 05/21 7-ELEVEN ANACORTES WA		FPDS
3-23	7.85	PURCHASE 50820521042352644262101 ON 05/21 MARKET AT ANACORT ANACORTES WA		FPDS
3-23	1.07	PURCHASE 50820520091009044262101 ON 05/20 7-ELEVEN ANACORTES WA		FPDS
3-23	60.00	PURCHASE 50830523010314344262101 ON 05/23 CHEVRON 00210349 ANACORTES WA		VCC000000
3-25	40.00	DONATION CAMPUS CRUSADE F239439369978		LACH083988
3-26	41.71	PURCHASE 50630526091498444262101 ON 05/28 CHEVRON 002103 ANACORTES WA		VCC000000
5-27	83.63	PSE BILLPSE A986318287		LACH814107
5-31	130.00	ONLINE PMTCAPITAL ONE 114839910259332		LACH516137
5-31	120.00	ONLINE PMTCAPITAL ONE 114839910259451		LACH516140

CONTINUED

FIRST CHOICE™

BRAD B BROWN

ACCOUNT NUMBER 79471793
STATEMENT PERIOD 3-21-2011 TO 6-21-2011

CHECKING ACTIVITY

CONTINUED

WITHDRAWALS

POSTED	AMOUNT	DESCRIPTION		
5-31	79.84	ANAC UTIL ANACORTES CITY 040-0380-02		LACH988744
5-31	30.01	PURCHASE 90630331092135744282101 DN 05/31 CHEVRON 002103 ANACORTES WA		VCC000000
5-31	40.00	BANKOFAMERICA ATM WITHDRAWAL ON 05/30 THRIFTY FOOD PAV ANACORTES WA		597000213E
5-31	19.51	PURCHASE 90620328028521844282101 DN 05/28 CHEVRON/SWINGWISH ANACORTES WA		FPDS
5-31	3.73	PURCHASE 90630328007913744282101 DN 05/28 ANACORTES AUTO PARTS ANACORTES WA		VCC000000
5-31	7.23	PURCHASE 90630328027735844282101 DN 05/28 JACK IN THE BOX #8373 ANACORTES WA		VCC000000
5-31	6.07	PURCHASE 90620528039064644282101 DN 05/28 7-ELEVEN ANACORTES WA		FPDS
5-31	6.07	PURCHASE 90620527011388844282101 DN 05/27 7-ELEVEN ANACORTES WA		FPDS
5-01	25.12	PURCHASE 90620601018172744282101 DN 06/01 MARKET AT ANACORT ANACORTES WA		FPDS
5-01	19.31	PURCHASE 90620601086694144282101 DN 06/01 CHEVRON/SWINGWISH ANACORTES WA		FPDS
5-02	95.24	PURCHASE 90630601003886344282101 DN 06/01 VZWRLSS*APCCC VISW 800-922-0204 NJ -RECUR		VCC000000
6-03	29.38	PURCHASE 90630602016931944282101 DN 06/02 SKY ANGEL 888-759-2643 NY		VCC000000
6-08	150.47	PURCHASE 90620806032217344282101 DN 06/05 WAL-MART #2596 MOUNT VERNON WA		FPDS
6-08	40.00	PURCHASE 90630805030998344282101 DN 06/05 VILLAGE PIZZA ANACORTES WA		VCC000000
6-08	28.00	PURCHASE 90620606033851144282101 DN 06/08 WAL-MART #2596 MOUNT VERNON WA		FPDS
6-08	22.00	PURCHASE 90630602009755144282101 DN 06/02 PIZZA FACTORY ARLINGTON VA		VCC000000
6-08	3.98	PURCHASE 90620603012371544282101 DN 06/05 SAFEWAY STORE 0 ANACORTES WA		FPDS
6-07	60.00	PURCHASE 90630606009833044282101 DN 06/08 CHEVRON 00210349 ANACORTES WA		VCC000000
6-09	6.44	PURCHASE 90630604029472744282101 DN 06/08 WICACOSFT *MSN 800-454-2962 WA - RECURRING		VCC000000
6-09	3.25	PURCHASE 90630608033288344282101 DN 06/08 EBAY INC. 888-749-3229 CA - RECURRING		VCC000000
6-10	68.35	PAYMENT CASCADE NATURAL 3853000000		LACH292855
6-13	80.00	PURCHASE 9063060508900244282101 DN 06/09 CHEVRON 00210349 ANACORTES WA		VCC000000
6-13	39.91	PURCHASE 90620611015583144282101 DN 06/11 MARKET AT ANACORT ANACORTES WA		FPDS
6-13	8.83	PURCHASE 9062061204283844282101 DN 06/12 MARKET AT ANACORT ANACORTES WA		FPDS
6-14	40.00	BANKOFAMERICA ATM WITHDRAWAL ON 06/14 THRIFTY FOOD PAV ANACORTES WA		5970008822
6-14	8.97	PURCHASE 90620813072881344282101 DN 06/14 SAFEWAY STORE 0 ANACORTES WA		FPDS
6-15	1461.79	CHECK PYMTCHEN LOCKBOX 1423		LACH422375
6-16	40.00	PURCHASE 90630614010381944282101 DN 06/14 CHEVRON 00210349 ANACORTES WA		VCC000000
6-16	2.37	PURCHASE 90620616018889344282101 DN 06/16 MARKET AT ANACORT ANACORTES WA		FPDS
6-16	1.07	PURCHASE 90620615031083044282101 DN 06/15 7-ELEVEN ANACORTES WA		FPDS
6-20	60.00	PURCHASE 90630617010890844282101 DN 06/17 CHEVRON 00210349 ANACORTES WA		VCC000000
6-20	30.89	PURCHASE 90620620080186944282101 DN 06/20 WAL-MART #2596 MOUNT VERNON WA		FPDS
6-20	20.00	BANKOFAMERICA ATM WITHDRAWAL ON 06/18 THRIFTY FOOD PAV ANACORTES WA		5970008073
6-20	3.98	PURCHASE 90620617037822144282101 DN 06/17 SAFEWAY STORE 0 ANACORTES WA		FPDS
6-21	13.00	MONTHLY SERVICE CHARGE		I-GEN1106

CHECKING SERVICE CHARGE AND FEE SUMMARY

AMOUNT DESCRIPTION

15.00 MONTHLY SERVICE CHARGE. NO CHARGE IF CHECKING + SAVINGS + CDS MIN BAL \$10,000 OR MORE

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	50.00	50.00
Total NSF: Returned Item Fees	50.00	535.00

Help avoid occasional overdraft & NSF: Returned Item fees. Use Online Banking to see your available balance but keep in mind transactions you've made that are yet to be recorded. Use Overdraft Protection to transfer available funds from your linked credit card or credit line to your checking account to cover items that would overdraw the account. Call us for details.

FIRSTCHOICE™

ANACORTES BRANCH
1519 COMMERCIAL AVE
ANACORTES WA 98221

PAGE 1 OF 2

1015 79471793
ANACORTES BRANCH 79471793

5-20-2011

FOR CUSTOMER SERVICE CALL 1.800.442.8680.
IN THE SEATTLE AREA CALL 206.461.0800.
TTY/TDD USERS: 1.800.232.8299.

BRAD B BROWN
2034 X AVE
ANACORTES WA 98221-3718

ACCOUNT NUMBER
79471793
STATEMENT PERIOD
4-22-2011 TO 5-20-2011
C 1S1 0



www.bankofamerica.com
Our Online Banking service allows you to check balances, track account activity and more. Enroll now at www.bankofamerica.com.

SUMMARY OF YOUR ACCOUNTS

CHECKING		SAVINGS	
FIRSTCHOICE GOLD	79471793	MARKET RATE GOLD	79471793
BEGINNING BALANCE	2528.19	BEGINNING BALANCE	.02
DEPOSITS	4838.85	ENDING BALANCE	.02
INTEREST THIS PERIOD	.01	AVERAGE DAILY BAL	.02
WITHDRAWALS	8508.04		
SERVICE CHARGES/FEEES	17.00		
ENDING BALANCE	841.81		
INTEREST YEAR-TO-DATE	.08		
CHECKING + SAVINGS + COS			
MIN BAL ON 5-17-2011	-177.20		
ANNUAL PERCENTAGE			
YIELD EARNED	.01%		
DAYS INTEREST EARNED	29		

CHECKING ACTIVITY

DEPOSITS

POSTED	AMOUNT	DESCRIPTION		
4-22	935.49	REG SALARYDAKOTA CREEK IND	12695	LACH914492
4-25	30.00	BANKOFAMERICA ATM DEPOSIT ON 04/24 THRIFTY FOOD PAV ANACORTES WA		5970001631
4-29	935.49	REG SALARYDAKOTA CREEK IND	12695	LACH937082
5-06	904.03	REG SALARYDAKOTA CREEK IND	12695	LACH295078
5-13	927.81	REG SALARYDAKOTA CREEK IND	12695	LACH775632
5-20	904.03	REG SALARYDAKOTA CREEK IND	12695	LACH795751
5-20	.01	INTEREST PAYMENT		I-GEN11105
5-20	2.00	DIRECT DEPOSIT SERVICE CREDIT		I-GEN11105

WITHDRAWALS

POSTED	AMOUNT	DESCRIPTION		
4-22	70.00	PURCHASE 90630422087129244262101 ON 04/22 CHEVRON C02103 ANACORTES WA		VCC000000
4-22	7.94	PURCHASE 90630421023163744262101 ON 04/21 AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		VCC000000
4-25	140.19	PURCHASE 90620424009121644262101 ON 04/24 WAL-MART SUPER CE MOUNT VERNON WA		FP03
4-25	100.00	TRANSFER PAYPAL 5ME224VQTDGVC		LACH307382
4-25	40.00	DONATION CAMPUS CRUSADE P23#439569576		LACH374786
4-25	.00	BANKOFAMERICA ATM BAL-INT ON 04/24 *THRIFTY FOOD PAV ANACORTES WA		5970001832
4-26	7.02	PURCHASE 90620426035891144262101 ON 04/26 ARS FRESNO TESOR ANACORTES WA		FP03
4-27	22.59	PURCHASE 90620427033858544262101 ON 04/27 RITE AID CORP. ANACORTES WA		FP03
4-27	7.49	PURCHASE 90620427081914944262101 ON 04/27 SAFEWAY STORE O ANACORTES WA		FP03
4-28	2000.00	WA ITR CASH WITHDRAWAL FROM CHK 1793		512 94015
4-28	104.77	PSZ BELLPE 5986383808		LACH912059

CONTINUED

FIRSTCHOICE™

BRAD B BROWN

ACCOUNT NUMBER 79471793
STATEMENT PERIOD 4-22-2011 TO 5-20-2011

CHECKING ACTIVITY CONTINUED

WITHDRAWALS

POSTED	AMOUNT	DESCRIPTION	
4-28	7.02	PURCHASE 30820428031394344282101 ON 04/28 ARS FRESNO TESOR ANACORTES WA	FP05
4-28	.00	BANKOFAMERICA ATM BAL-INTQ ON 04/28 *THRIFTY FOOD PAV ANACORTES WA	597D002579
4-29	250.00	ONLINE PHTCAPITAL ONE 111939910204388	LACH189791
4-29	106.41	PURCHASE 30820429041239444282101 ON 04/29 COSTCO WHSE #0682 BURLINGTON WA	FP05
4-29	100.00	ONLINE PHTCAPITAL ONE 111939910204058	LACH189825
4-29	79.20	PURCHASE 30630427018521744282101 ON 04/27 RANDYS PIER 81 ANACORTES WA	VCC000000
4-29	74.15	ANAC UTIL ANACORTES CITY 040-0380-02	LACH538307
4-29	49.99	PURCHASE 30620429029757444282101 ON 04/29 WAL-MART SUPER CE MOUNT VERNON WA	FP05
3-02	300.00	BANKOFAMERICA ATM WITHDRAWAL ON 05/02 THRIFTY FOOD PAV ANACORTES WA	597D003540
3-02	96.24	PURCHASE 30830501017182844282101 ON 05/01 VZNRSS*APCC VISM 800-322-0204 NJ -RECUR	VCC000000
5-02	74.63	PURCHASE 30830429010341344282101 ON 04/29 CHEVRON 00210349 ANACORTES WA	VCC000000
5-02	21.00	PURCHASE 30830429018155444282101 ON 04/29 SUPERCUTS MOUNT VERNON WA	VCC000000
5-03	29.98	PURCHASE 30630802017003144282101 ON 05/02 SKY ANSEL 868-759-2843 NY	VCC000000
5-04	81.00	PURCHASE 30630503010203444282101 ON 05/03 WA VEHICLE LICENSING 360-6841487 WA	VCC000000
5-04	60.00	PURCHASE 30630502011132144282101 ON 05/02 CHEVRON 00210349 ANACORTES WA	VCC000000
5-04	23.73	PURCHASE 30830503010303244282101 ON 05/03 WA VEHICLE LICENSING 360-6841487 WA	VCC000000
5-09	326.50	PURCHASE 30620507069723944282101 ON 05/07 WAL-MART #2596 MOUNT VERNON WA	FP05
5-09	110.79	PURCHASE 30830508026631744282101 ON 05/08 EBAY INC. 888-749-3229 CA - RECURRING	VCC000000
5-09	42.00	PURCHASE 30820507031685844282101 ON 05/07 SHELL SERVICE STA BELLINGHAM WA	FP05
5-09	30.00	PURCHASE 30830506012103044282101 ON 05/06 IL GRANATO INC MOUNT VERNON WA	VCC000000
5-09	22.75	NON-BANKOFAMERICA ATM WITHDRAWAL ON 05/07 1901 KING ST BELLINGHAM WA	594D073093
5-09	22.17	PURCHASE 30820507016095044282101 ON 05/07 HARKEY AT ANACORT ANACORTES WA	FP05
5-09	6.44	PURCHASE 30830508041842844282101 ON 05/08 MICROSOFT *MSN 800-494-2962 WA - RECURRING	VCC000000
5-11	247.84	PAYMENT CASCADE NATURAL 9853000000	LACH156041
5-12	21.40	PURCHASE 30830310013930944282101 ON 05/10 CENTRAL WELDING SUPPLY ANACORTES WA	VCC000000
5-13	80.00	PURCHASE 30830311003333544282101 ON 05/11 CHEVRON 00210349 ANACORTES WA	VCC000000
5-16	1456.44	CHECK PYMTGCWEN LOCKBOX 1464	LACH287644
5-16	182.88	PURCHASE 30620514053389644282101 ON 05/14 WAL-MART #2998 MOUNT VERNON WA	FP05
5-16	50.00	PURCHASE 30630314020348844282101 ON 05/14 CHEVRON 00210349 ANACORTES WA	VCC000000
5-16	5.39	PURCHASE 30830315040560744282101 ON 05/15 ACE HARDWARE ANACORTES WA	VCC000000
5-16	1.53	PURCHASE 30620315018237544282101 ON 05/15 7-ELEVEN ANACORTES WA	FP05
5-17	28.33	PURCHASE 30830315015972844282101 ON 05/15 SKAGIT AUTO PARTS ANACORTES WA	VCC000000
5-18	.00	NON-BANKOFAMERICA ATM DENIED TRANSACTION ON 05/18 12885 CASINO DRIV ANACORTES WA	594E484390
5-20	70.01	PURCHASE 30830520089795544282101 ON 05/20 CHEVRON 002103 ANACORTES WA	VCC000000
5-20	2.00	DOMESTIC NON-BANKOFAMERICA ATM CHARGE	1-GEN11103
5-20	15.00	MONTHLY SERVICE CHARGE	1-GEN11105

CHECKING SERVICE CHARGE AND FEE SUMMARY

AMOUNT	DESCRIPTION
15.00	MONTHLY SERVICE CHARGE. NO CHARGE IF CHECKING + SAVINGS + CDS MIN BAL \$10,000 OR MORE
2.00	TOTAL ATM CHARGES

Total Overdraft Fees and NSF; Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total NSF; Returned Item Fees	\$0.00	\$35.00

Help avoid occasional Overdraft & NSF; Returned Item Fees. Use Online Banking to see your available balance but keep in mind transactions you've made that are yet to be recorded. Use Overdraft Protection to transfer available funds from your linked credit card or credit line to your checking account to cover items that would overdraw the account. Call us for details.

FIRSTCHOICE™

ANACORTES BRANCH
1519 COMMERCIAL AVE
ANACORTES WA 98221

PAGE 1 OF 3

1015 79471793
ANACORTES BRANCH 79471793

4-21-2011

FOR CUSTOMER SERVICE CALL 1.800.442.8680,
IN THE SEATTLE AREA CALL 206.461.0800.
TTY/TDD USERS: 1.800.232.6299.

BRAD B BROWN
2034 K AVE
ANACORTES WA 98221-3718

ACCOUNT NUMBER
79471793
STATEMENT PERIOD
3-22-2011 TO 4-21-2011
C 151 0



www.bankofamerica.com
Our Online Banking service allows you to check balances, track account activity and more. Enroll now at www.bankofamerica.com.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

If you are a Keep the Change customer and enrolled in Keep the Change before December 1, 2010: Beginning June 6, 2011 we will no longer provide the on-going match in Keep the Change. We will pay the match on all qualifying transactions through June 6, 2011 (up to a maximum of \$250 per year). Other features of this service remain unchanged. We'll continue to round up qualified debit card transactions to the nearest dollar and automatically transfer the difference to your linked savings account.

SUMMARY OF YOUR ACCOUNTS

CHECKING		SAVINGS	
FIRSTCHOICE GOLD	79471793	MARKET RATE GOLD	79471793
BEGINNING BALANCE	937.84	BEGINNING BALANCE	.02
DEPOSITS	7489.48	ENDING BALANCE	.02
INTEREST THIS PERIOD	.01	AVERAGE DAILY BAL	.02
WITHDRAWALS	5847.14		
SERVICE CHARGES/FEES	32.00		
ENDING BALANCE	2528.19		
INTEREST YEAR-TO-DATE	.05		
CHECKING + SAVINGS + CDS			
MIN BAL ON 4-14-2011	-733.19		
ANNUAL PERCENTAGE			
YIELD EARNED	.01%		
DAYS INTEREST EARNED	30		

CHECKING ACTIVITY

DEPOSITS

POSTED	AMOUNT	DESCRIPTION	
3-25	769.83	REG SALARYDAKOTA CREEK IND	12695
4-01	736.37	REG SALARYDAKOTA CREEK IND	12695
4-08	527.81	REG SALARYDAKOTA CREEK IND	12695
4-15	4143.64	TRANSFER PAYPAL 5ME224V2HG27Q	
4-15	304.03	REG SALARYDAKOTA CREEK IND	12695
4-21	.01	INTEREST PAYMENT	
4-21	2.00	DIRECT DEPOSIT SERVICE CREDIT	

LACH272079
LACH907887
LACH884479
LACH370122
LACH280410
I-GEN11104
I-GEN11104

WITHDRAWALS

CK NO	PAID	AMOUNT
1459	3-23	5.00

TOTAL NUMBER OF CHECKS = 1

NI 13880648

CONTINUED

FIRSTCHOICE™

BRAD B BRDMN

ACCOUNT NUMBER 79471793
STATEMENT PERIOD 3-22-2011 TO 4-21-2011

CHECKING ACTIVITY CONTINUED

WITHDRAWALS							
POSTED	AMOUNT	DESCRIPTION					
3-22	99.00	PURCHASE 80630322091671944282101	ON	03/22	CHEVRON 002103 ANACORTES WA		VCC000000
3-22	62.00	PURCHASE 80630322091888644282101	ON	03/22	CHEVRON 002103 ANACORTES WA		VCC000000
3-22	60.00	PURCHASE 80630319002718044282101	ON	03/19	APPLEBEES 788818218123 ELK GROVE CA		VCC000000
3-23	350.00	PURCHASE 80620323029887944282101	ON	03/23	WARRZN JEWELERS BURLINGTON WA		FP05
3-23	35.00	PURCHASE 80630322015099944282101	ON	03/22	VILLAGE PIZZA ANACORTES WA		VCC000000
3-23	40.00	DONATION CAMPUS CRUSADE F23#439969576					LACH338253
3-28	70.00	PURCHASE 80630327089483044282101	ON	03/27	CHEVRON 002103 ANACORTES WA		VCC000000
3-28	23.51	PURCHASE 80630324010341244282101	ON	03/24	POPEYES BURLINGTON WA		VCC000000
3-28	20.00	BANKOFAMERICA ATM WITHDRAWAL ON 03/27	THRIFTY FOOD PAV ANACORTES WA				\$97000371
3-28	7.35	PURCHASE 80620327018347344282101	ON	03/27	ARS FRESNO TESOR ANACORTES WA		FP05
3-29	9.04	PURCHASE 80620329016741144282101	ON	03/29	ARS FRESNO TESOR ANACORTES WA		FP05
3-30	93.01	PSE BILLPSE A988881201					LACH338130
3-30	43.58	PAYMENTREC FRONTIER-VERIZON3923049951					LACH323876
3-31	181.78	PURCHASE 80630329016016844282101	ON	03/29	DONATELLO ANACORTES WA		VCC000000
3-31	83.39	ANAC UTIL ANACORTES CITY 040-0380-02					LACH338101
3-31	19.51	PURCHASE 80620331009479844282101	ON	03/31	CHEVRON/SWINOWISH ANACORTES WA		FP05
3-31	13.93	PURCHASE 80620331017277644282101	ON	03/31	MARKET AT ANACORT ANACORTES WA		FP05
4-01	169.87	PURCHASE 80620401083938544282101	ON	04/01	HW TUX BURLINGTON WA		FP05
4-01	83.62	PURCHASE 80620401083648944282101	ON	04/01	WAL-MART #2596 MOUNT VERNON WA		FP05
4-01	13.73	PURCHASE 80620401013042744282101	ON	04/01	MARKET AT ANACORT ANACORTES WA		FP05
4-01	1.79	PURCHASE 80620401016348844282101	ON	04/01	7-ELEVEN ANACORTES WA		FP05
4-04	96.31	PURCHASE 80630401004199844282101	ON	04/01	VZWLSS*APDCC VISM 800-922-0204 NJ -RECUR		VCC000000
4-04	83.00	PURCHASE 80630402088718344282101	ON	04/02	CHEVRON 002103 ANACORTES WA		VCC000000
4-04	80.00	BANKOFAMERICA ATM WITHDRAWAL ON 04/04	THRIFTY FOOD PAV ANACORTES WA				\$970003460
4-04	35.20	PURCHASE 80620402042888544282101	ON	04/02	SAFENAY STORE O ANACORTES WA		FP05
4-04	29.98	PURCHASE 80630402014902244282101	ON	04/02	SKY ANGEL 866-759-2643 NY		VCC000000
4-04	14.84	PURCHASE 80620404043084844282101	ON	04/04	CHEVRON/SWINOWISH ANACORTES WA		FP05
4-04	9.98	PURCHASE 80620402072627344282101	ON	04/02	SAFENAY STORE O ANACORTES WA		FP05
4-05	11.90	PURCHASE 80630403012268644282101	ON	04/03	KRISAR ENTERPRISES 818-5008115 CA		VCC000000
4-05	2.04	PURCHASE 80620405000732944282101	ON	04/05	USPS 5403640178/S ANACORTES WA		FP05
4-06	360.00	BANKOFAMERICA ATM WITHDRAWAL ON 04/05	THRIFTY FOOD PAV ANACORTES WA				\$970005811
4-08	30.00	PURCHASE 80630407034897844282101	ON	04/07	HONG KONG GARDEN INC ANACORTES WA		VCC000000
4-08	18.00	PURCHASE 80620408070906744282101	ON	04/08	911 11TH STREET ANACORTES WA		FP05
4-08	10.00	PURCHASE 80620408022736344282101	ON	04/08	911 11TH STREET ANACORTES WA		FP05
4-11	100.80	PURCHASE 80620408037292644282101	ON	04/08	COSTCO WSE #0662 BURLINGTON WA		FP05
4-11	49.53	PURCHASE 80630410003593744282101	ON	04/10	EHARMONY.COM 800-951-2023 CA - RECURRING		VCC000000
4-11	30.01	PURCHASE 80620408034081944282101	ON	04/08	7-ELEVEN ANACORTES WA		FP05
4-11	29.00	PURCHASE 80620408090283144282101	ON	04/08	SAFENAY STORE O ANACORTES WA		FP05
4-11	8.07	PURCHASE 80620410003981144282101	ON	04/10	SAFENAY STORE O ANACORTES WA		FP05
4-11	9.81	PURCHASE 80620410013325844282101	ON	04/10	ARS FRESNO TESOR ANACORTES WA		FP05
4-11	6.81	PURCHASE 80620411013026744282101	ON	04/11	ARS FRESNO TESOR ANACORTES WA		FP05
4-11	6.81	PURCHASE 80620408034297844282101	ON	04/08	ARS FRESNO TESOR ANACORTES WA		FP05
4-11	8.44	PURCHASE 80630408032441044282101	ON	04/08	MICROSOFT *MSN 800-494-2882 WA - RECURRING		VCC000000
4-11	2.43	PURCHASE 80620410047024944282101	ON	04/10	0049 PTER 1 BURL BURLINGTON WA		FP05
4-13	1398.44	CHECK PYWTOCHNEN LOCKBOX 1463					LACH011102
4-13	148.03	PURCHASE 8063041009277344282101	ON	04/11	NANTUCKET INN ANACORTES WA		VCC000000
4-13	.00	BANKOFAMERICA ATM STATEMENT ON 04/13	*THRIFTY FOOD PAV ANACORTES WA				\$970007698
4-13	.00	BANKOFAMERICA ATM BAL-ING ON 04/13	*THRIFTY FOOD PAV ANACORTES WA				\$970007695
4-14	35.00	NSF: RETURNED ITEM FEE					FACH011103
4-14	.00	BANKOFAMERICA ATM BAL-ING ON 04/14	*THRIFTY FOOD PAV ANACORTES WA				\$970007777
4-14	.00	BANKOFAMERICA ATM BAL-ING ON 04/14	*THRIFTY FOOD PAV ANACORTES WA				\$970007925
4-15	1400.00	NA TLR CASH WITHDRAWAL FROM CHK 1793					STE 99113
4-15	153.74	PURCHASE 80620415023166544282101	ON	04/15	WAL-MART SUPER CE MOUNT VERNON WA		FP05
4-15	.00	BANKOFAMERICA ATM BAL-ING ON 04/15	*THRIFTY FOOD PAV ANACORTES WA				\$970008225
4-18	120.00	BANKOFAMERICA ATM WITHDRAWAL ON 04/18	THRIFTY FOOD PAV ANACORTES WA				\$970008992
4-18	51.00	PURCHASE 80620418014808744282101	ON	04/18	911 11TH STREET ANACORTES WA		FP05
4-18	17.40	PURCHASE 80620418010620944282101	ON	04/18	USPS 5403640178/U ANACORTES WA		FP05
4-18	14.03	PURCHASE 80630415018179144282101	ON	04/18	CHRISTIAN OUTLET #7 BURLINGTON WA		VCC000000

CONTINUED

FIRSTCHOICE™

PAGE 3 OF 3

1015 79471793
ANACORTES BRANCH 79471793

4-21-2011

BRAD B BROWN

ACCOUNT NUMBER 79471793
STATEMENT PERIOD 3-22-2011 TO 4-21-2011

CHECKING ACTIVITY CONTINUED

WITHDRAWALS

POSTED	AMOUNT	DESCRIPTION
4-21	19.51	PURCHASE 90620420022040044282101 DN 04/20 CHEVRON/SWINDONESH ANACORTES WA
4-21	2.00	ATM STATEMENT CHARGE
4-21	15.00	MONTHLY SERVICE CHARGE

FPDS
I-GEN11104
I-GEN11104

CHECKING SERVICE CHARGE AND FEE SUMMARY

AMOUNT	DESCRIPTION
15.00	MONTHLY SERVICE CHARGE. NO CHARGE IF CHECKING + SAVINGS + CDS MIN BAL \$10,000 OR MORE
2.00	ATM STATEMENT CHARGE

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total NSF: Returned Item Fees	\$35.00	\$35.00

Help avoid occasional Overdraft & NSF: Returned Item fees. Use Online Banking to see your available balance but keep in mind transactions you've made that are yet to be recorded. Use Overdraft Protection to transfer available funds from your linked credit card or credit line to your checking account to cover items that would overdraw the account. Call us for details.

THANK YOU FOR BANKING WITH BANK OF AMERICA

FIRSTCHOICE™

ANACORTES BRANCH
1519 COMMERCIAL AVE
ANACORTES WA 98221

PAGE 1 OF 2

1015 79471793
ANACORTES BRANCH 79471793

3-21-2011

FOR CUSTOMER SERVICE CALL 1.800.442.6680.
IN THE SEATTLE AREA CALL 206.461.0800.
TTY/TDD USERS: 1.800.232.6299.

BRAD B BROWN
2034 X AVE
ANACORTES WA 98221-3718

ACCOUNT NUMBER
79471793
STATEMENT PERIOD
2-23-2011 TO 3-21-2011
C 1S1 O



www.bankofamerica.com
Our Online Banking service allows you to check balances, track account activity and more. Enroll now at www.bankofamerica.com.

CHECKING		SAVINGS	
FIRSTCHOICE GOLD	79471793	MARKET RATE GOLD	79471793
BEGINNING BALANCE	1041.35	BEGINNING BALANCE	.02
DEPOSITS	6039.78	ENDING BALANCE	.02
INTEREST THIS PERIOD	.01	AVERAGE DAILY BAL	.02
WITHDRAWALS	5115.30		
SERVICE CHARGES/FEES	27.00		
ENDING BALANCE	937.84		
INTEREST YEAR-TO-DATE	.04		
CHECKING + SAVINGS + CDS			
MIN BAL ON 3-17-2011	144.18		
ANNUAL PERCENTAGE			
YIELD EARNED	.01%		
DAYS INTEREST EARNED	27		

CHECKING ACTIVITY

DEPOSITS

POSTED	AMOUNT	DESCRIPTION	AMOUNT
2-23	935.49	REG SALARYDAKOTA CREEK IND	12695
3-04	2622.00	TAX REFUNDUS TREASURY 220 *****	IRS
3-04	548.85	REG SALARYDAKOTA CREEK IND	12695
3-11	927.61	REG SALARYDAKOTA CREEK IND	12695
3-18	904.03	REG SALARYDAKOTA CREEK IND	12695
3-21	.01	INTEREST PAYMENT	
3-21	2.00	DIRECT DEPOSIT SERVICE CREDIT	

LACH100980
LACH091038 506823284
LACH349441
LACH946992
LACH578939
I-GEN11103
I-GEN11103

WITHDRAWALS

CK NO	PAID	AMOUNT	CK NO	PAID	AMOUNT
1461	3-15	1398.44	1462	3-14	202.80

TOTAL NUMBER OF CHECKS = 2

MI19397137 MI19183139

POSTED	AMOUNT	DESCRIPTION
2-23	31.00	PURCHASE 90830223090947744262101 DN 02/23 CHEVRON 002103 ANACORTES WA
2-23	37.39	PURCHASE 90820223086311644262101 DN 02/23 TARGET T0698 BURL BURLINGTON WA
2-23	14.64	PURCHASE 90820223084273444262101 DN 02/23 CHEVRON/SWINDWISH ANACORTES WA
2-24	108.94	PURCHASE 90620223094767944262101 DN 02/23 WAL-MART SUPER CE MOUNT VERNON WA
2-25	602.90	NON-BANKOFAMERICA ATM WITHDRAWAL DN 02/25 12885 CASING DRIV ANACORTES WA
2-25	202.50	NON-BANKOFAMERICA ATM WITHDRAWAL DN 02/25 12885 CASING DRIV ANACORTES WA
2-25	40.00	DONATION CAMPUS CRUSADE F25#439969576
2-25	37.28	PURCHASE 90820225016884844262101 DN 02/25 CHEVRON/SWINDWISH ANACORTES WA
2-25	13.00	PURCHASE 90830225095417044262101 DN 02/25 CHEVRON 002103 ANACORTES WA

VCC000000
FPOS
FPOS
FPOS
5940411314
5940413801
LACH510606
FPOS
VCC000000

CONTINUED

FIRSTCHOICESM

BRAD S BROWN

ACCOUNT NUMBER 79471793
STATEMENT PERIOD 2-23-2011 TO 3-21-2011

CHECKING ACTIVITY

CONTINUED

WITHDRAWALS

POSTED	AMOUNT	DESCRIPTION	
2-28	202.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 02/25 12885 CASINO DRIV ANACORTES WA	\$940447342
2-28	67.01	ANAC UTIL ANACORTES CITY 040-0380-02	LACH038885
2-28	36.00	ONLINE PMTCAPITAL DNE 103739910244947	LACH221288
2-28	30.00	ONLINE PMTCAPITAL DNE 103739910244700	LACH221288
2-28	.00	NON-BANKOFAMERICA ATM DENIED TRANSACTION ON 02/25 12885 CASINO DRIV ANACORTES WA	\$940447330
3-01	93.01	PSE BILLPSE A388532435	LACH484337
3-01	42.48	PURCHASE 90620301079845444282101 ON 03/01 CHEVRON/SWINOMISH ANACORTES WA	FPOS
3-01	11.00	PURCHASE 90630301079192244282101 ON 03/01 CHEVRON 002103 ANACORTES WA	VCC000000
3-02	95.31	PURCHASE 90630301003431744282101 ON 03/01 VZMLSS*APDCC VISM 800-922-0204 NJ -RECUR	VCC000000
3-03	29.98	PURCHASE 90630302018242944282101 ON 03/02 SKY ANGEL 868-759-2643 NY	VCC000000
3-04	39.87	PURCHASE 90620304031833844282101 ON 03/04 TARGET TO898 BURL BURLINGTON WA	FPOS
3-07	402.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 03/05 12885 CASINO DRIV ANACORTES .. WA	\$940538056
3-07	131.10	PURCHASE 90620304013203844282101 ON 03/04 WAL-MART SUPER CE MOUNT VERNON WA	FPOS
3-07	19.51	PURCHASE 90620304039526044282101 ON 03/04 CHEVRON/SWINOMISH ANACORTES WA	FPOS
3-07	18.37	PURCHASE 90620304030735844282101 ON 03/04 YALUE VILLAGE 102 MOUNT VERNON WA	FPOS
3-07	5.04	PURCHASE 90630304004772744282101 ON 03/04 WENDYS-SHL #0419 Q25 BURLINGTON WA	VCC006000
3-09	19.51	PURCHASE 90620303090351644282101 ON 03/09 CHEVRON/SWINOMISH ANACORTES WA	FPOS
3-09	6.44	PURCHASE 90630308028191644282101 ON 03/08 MICROSOFT *MSN 800-494-2962 WA - RECURRING	VCC006000
3-09	4.60	PURCHASE 90630308027204244282101 ON 03/08 XIWANIS THREFT SHOP ANACORTES WA	VCC006000
3-09	1.50	PURCHASE 90620308011658244282101 ON 03/09 7-ELEVEN ANACORTES WA	FPOS
3-11	149.00	PURCHASE 90630310036022344282101 ON 03/10 CONNECT CLIENT SERVICES DRAPER UT	VCC000000
3-11	49.98	PURCHASE 90630310000794844282101 ON 03/10 SHARMONY.COM 800-951-2023 CA - RECURRING	VCC000000
3-14	800.00	BANKOFAMERICA ATM WITHDRAWAL ON 03/13 THRIFTY FOOD PAV ANACORTES WA	\$978005051
3-14	133.00	ONLINE PMTCAPITAL ONE 107135910195311	LACH16360
3-14	108.35	PAYMENT CASCADE NATURAL 9853000000	LACH32748B
3-14	102.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 03/13 12885 CASINO DRIV ANACORTES .. WA	\$940733407
3-14	102.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 03/13 12885 CASINO DRIV ANACORTES .. WA	\$940733299
3-14	51.00	PURCHASE 90630313094433444282101 ON 03/13 CHEVRON 002103 ANACORTES WA	VCC000000
3-14	21.32	PURCHASE 90620313078027344282101 ON 03/13 CHEVRON/SWINOMISH ANACORTES WA	FPOS
3-14	2.20	PURCHASE 90620313010960844282101 ON 03/13 MARKET AT ANACORT ANACORTES WA	FPOS
3-14	.00	NON-BANKOFAMERICA ATM DENIED TRANSACTION ON 03/13 12885 CASINO DRIV ANACORTES .. WA	\$940733718
3-15	17.99	PURCHASE 90630313008833344282101 ON 03/13 PAUL WILBUR MINISTRIES 904-3659909 FL	VCC000000
3-16	250.70	PURCHASE 90630314023394044282101 ON 03/14 SOUTHWESTAIRS2621614844 DALLAS TX	VCC000000
3-17	96.67	PURCHASE 90620317052300544282101 ON 03/17 WAL-MART #2596 MOUNT VERNON WA	FPOS
3-17	42.13	PURCHASE 90620317037071844282101 ON 03/17 CHEVRON/SWINOMISH ANACORTES WA	FPOS
3-17	41.64	PURCHASE 90620317001151544282101 ON 03/17 TARGET TO698 BURL BURLINGTON WA	FPOS
3-17	34.75	PURCHASE 90630313010132044282101 ON 03/15 AIRPORTER 3HUTTLE 350-3808800 WA	VCC000000
3-17	20.00	PURCHASE 90630317088007344282101 ON 03/17 CHEVRON 002103 ANACORTES WA	VCC000000
3-17	.00	NON-BANKOFAMERICA ATM DENIED TRANSACTION ON 03/17 12885 CASINO DRIV ANACORTES .. WA	\$940210905
3-17	.00	NON-BANKOFAMERICA ATM DENIED TRANSACTION ON 03/17 12885 CASINO DR ANACORTES WA	\$940210808
3-18	20.00	PURCHASE 90630317027744844282101 ON 03/17 GREAT CLIPS #2412 BURLINGTON WA	VCC000000
3-21	35.40	PURCHASE 90620320023724344282101 ON 03/20 RALEY'S #247 YREKA CA	FPOS
3-21	11.93	PURCHASE 90620320097193444282101 ON 03/20 SHELL SERVICE STA WILLIAMS CA	FPOS
3-21	8.34	PURCHASE 90620319047349244282101 ON 03/19 CHEVRON/YJK ENTER ZLK GROVE CA	FPOS
3-21	3.38	PURCHASE 90620321049198544282101 ON 03/21 CHEVRON/JACKSONS SPRINGFIELD OR	FPOS
3-21	3.00	PURCHASE 90630318023305044282101 ON 03/18 DIVA ESPRESSO SEATAC WA	VCC000000
3-21	1.79	PURCHASE 90630318008901344282101 ON 03/18 HUDSON NEWS SEA TAC AR SEATTLE WA	VCC000000
3-21	1.52	PURCHASE 90620321082469544282101 ON 03/21 SHELL SERVICE STA SEATAC WA	FPOS
3-21	12.00	DOMESTIC NON-BANKOFAMERICA ATM CHARGE	I-GEN11103
3-21	15.00	MONTHLY SERVICE CHARGE	I-GEN11103

CHECKING SERVICE CHARGE AND FEE SUMMARY

AMOUNT	DESCRIPTION
15.00	MONTHLY SERVICE CHARGE. NO CHARGE IF CHECKING + SAVINGS + CDS MIN BAL \$10,000 OR MORE
12.00	TOTAL ATM CHARGES

FIRSTCHOICE™

ANACORTES BRANCH
1515 COMMERCIAL AVE
ANACORTES WA 98221

PAGE 1 OF 2

1015 79471793 ANACORTES BRANCH 79471793

2-22-2011

FOR CUSTOMER SERVICE CALL 1.800.442.6680.
IN THE SEATTLE AREA CALL 206.461.0800.
TTY/TDD USERS: 1.800.232.6299.

BRAD B BROWN
2034 K AVE
ANACORTES WA 98221-3718

ACCOUNT NUMBER
79471793
STATEMENT PERIOD
1-25-2011 TO 2-22-2011
C 1S1 O



www.bankofamerica.com
Our Online Banking service allows you to check balances, track account activity and more. Enroll now at www.bankofamerica.com.

At Bank of America, if fraud occurs on your debit or credit card, charges will be credited to your account as soon as the next business day pending resolution of claim. Don't share personal or account information. See account agreements or visit www.bankofamerica.com/solutions for details.

SUMMARY OF YOUR ACCOUNTS

CHECKING		SAVINGS	
FIRSTCHOICE GOLD	79471793	MARKET RATE GOLD	79471793
BEGINNING BALANCE	5917.23	BEGINNING BALANCE	.02
DEPOSITS	8413.16	ENDING BALANCE	.02
INTEREST THIS PERIOD	.01	AVERAGE DAILY BAL	.02
WITHDRAWALS	11281.87		
SERVICE CHARGES/FERS	27.00		
ENDING BALANCE	1041.55		
INTEREST YEAR-TO-DATE	.03		
CHECKING + SAVINGS + CDS			
MIN BAL ON 2-18-2011	-221.70		
ANNUAL PERCENTAGE			
YIELD EARNED	.01%		
DAYS INTEREST EARNED	29		

CHECKING ACTIVITY

DEPOSITS

POSTED	AMOUNT	DESCRIPTION	
1-28	935.49	REG SALARYDAKOTA CREEK IND	12695
2-04	904.03	REG SALARYDAKOTA CREEK IND	12695
2-11	927.61	REG SALARYDAKOTA CREEK IND	12695
2-14	400.00	BANKOFAMERICA ATM DEPOSIT ON 02/13 THRIFTY FOOD PAV ANACORTES WA	
2-14	100.00	BANKOFAMERICA ATM DEPOSIT ON 02/13 THRIFTY FOOD PAV ANACORTES WA	
2-18	904.03	REG SALARYDAKOTA CREEK IND	12695
2-22	2240.00	BANKOFAMERICA ATM DEPOSIT ON 02/19 THRIFTY FOOD PAV ANACORTES WA	
2-22	.01	INTEREST PAYMENT	
2-22	2.00	DIRECT DEPOSIT SERVICE CREDIT	

LACH383697
LACH412693
LACH074985
\$97002919
\$97002923
LACH981254
\$97004144
I-GEN11102
I-GEN11102

WITHDRAWALS

CK NO	PAID	AMOUNT	
1434	1-25	300.00	
TOTAL NUMBER OF CHECKS = 1			
POSTED	AMOUNT	DESCRIPTION	
1-25	40.00	DONATION CAMPUS CRUSADE F25F439969576	
1-25	20.00	BANKOFAMERICA ATM WITHDRAWAL ON 01/24 THRIFTY FOOD PAV ANACORTES WA	
1-25	.00	BANKOFAMERICA ATM BAL-INQ ON 01/25 *THRIFTY FOOD PAV ANACORTES WA	

H 08129881

LACH888849
\$97007438
\$97007825

CONTINUED

FIRSTCHOICESM

BRAD B BROXN

ACCOUNT NUMBER 79471793
STATEMENT PERIOD 1-25-2011 TO 2-22-2011

CHECKING ACTIVITY CONTINUED

WITHDRAWALS

POSTED	AMOUNT	DESCRIPTION	FPOS
1-28	19.51	PURCHASE 90620126039103544282101 ON 01/28 CHEVRON/SWINOMISH ANACORTES WA	FPOS
1-31	99.73	PSE BILLPSE A986581027	LACH402924
1-31	73.09	ANAC UTIL ANACORTES CITY 040-0380-02	LACH953134
1-31	65.00	PURCHASE 90630129084233744282101 ON 01/29 CHEVRON 002103 ANACORTES WA	VCC000000
1-31	60.88	PURCHASE 90620129071831444282101 ON 01/29 WAL-MART SUPER CE MOUNT VERNON WA	FPOS
1-31	51.36	PURCHASE 90620129060981744282101 ON 01/29 RITE AID CORP. ANACORTES WA	FPOS
1-31	34.81	PURCHASE 90620129058993344282101 ON 01/29 OREILLY AUTO PART MT VERNON WA	FPOS
1-31	25.08	PURCHASE 90620129000077244282101 ON 01/29 TARGET T0698 BURL BURLINGTON WA	FPOS
1-31	19.51	PURCHASE 90620129044346444282101 ON 01/29 CHEVRON/SWINOMISH ANACORTES WA	FPOS
1-31	19.00	PURCHASE 90630129021999244282101 ON 01/29 GREAT CLIPS #2412 BURLINGTON WA	VCC000000
1-31	14.95	PURCHASE 90630130030041844282101 ON 01/30 PN *SENIORPEOPLEMEET.CO 866-7278920 CA	VCC000000
1-31	2.13	PURCHASE 90630130038804944282101 ON 01/30 STARBUCKS USA 00003327 EVERETT WA	VCC000000
2-02	79.02	PURCHASE 90630201003881844282101 ON 02/01 VZWRLSS*APOCC VISH 800-922-0204 NJ -RECUR	VCC000000
2-03	54.75	PURCHASE 90620203028231544282101 ON 02/03 WAL-MART SUPER CE MOUNT VERNON WA	FPOS
2-03	50.00	PURCHASE 90630203081320244282101 ON 02/03 CHEVRON 002103 ANACORTES WA	VCC000000
2-03	41.84	PURCHASE 90620203040020244282101 ON 02/03 CHEVRON/SWINOMISH ANACORTES WA	FPOS
2-03	29.98	PURCHASE 90630202016518444282101 ON 02/02 SKY ANGEL 866-739-2643 NY	VCC000000
2-07	19.51	PURCHASE 90620207081107144282101 ON 02/07 CHEVRON/SWINOMISH ANACORTES WA	FPOS
2-08	24.95	PURCHASE 90630207025734644282101 ON 02/07 SINGLESNET.COM WWW.SINGLESNE WA - RECURRING	VCC000000
2-09	8.44	PURCHASE 90630208027615944282101 ON 02/08 MICROSOFT *MSN 800-494-2982 WA	VCC000000
2-11	49.95	PURCHASE 90630210000720344282101 ON 02/10 EARMONY.COM 800-951-2023 CA	VCC000000
2-11	26.00	PURCHASE 90630211072100844282101 ON 02/11 CHEVRON 002103 ANACORTES WA	VCC000000
2-11	22.97	PURCHASE 90620211018893044282101 ON 02/11 CHEVRON/SWINOMISH ANACORTES WA	FPOS
2-11	19.51	PURCHASE 90620211018310044282101 ON 02/11 CHEVRON/SWINOMISH ANACORTES WA	FPOS
2-14	302.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 02/13 12885 CASING DRIV ANACORTES WA	\$94D877525
2-14	302.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 02/13 12885 CASING DRIV ANACORTES WA	\$94D877287
2-14	202.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 02/13 12885 CASING DRIV ANACORTES WA	\$94D878349
2-14	135.27	PURCHASE 90620213058268844282101 ON 02/13 WAL-MART #2596 MOUNT VERNON WA	FPOS
2-14	130.58	PAYMENT CASCADE NATURAL 985300000	LACH421753
2-14	100.00	PURCHASE 90630212041088844282101 ON 02/12 RANDYS PIER 61 ANACORTES WA	VCC000000
2-14	84.33	PAYMENTRECFRONTIER-VERT20N3923049551	LACH349738
2-14	73.48	PURCHASE 90620213004395744282101 ON 02/13 ARCO PAYPOINT EVERETT WA	FPOS
2-14	65.02	PURCHASE 90630212009022144282101 ON 02/12 ANACO INN ANACORTES WA	VCC000000
2-14	20.00	PURCHASE 90630212031357644282101 ON 02/12 GERE - A - DELI ANACORTES WA	VCC000000
2-14	14.94	PURCHASE 90620213053822344282101 ON 02/13 CHEVRON/SWINOMISH ANACORTES WA	FPOS
2-14	14.08	PURCHASE 90630211008454544282101 ON 02/11 LITTLE CAESARS-ANACORTE ANACORTES WA	VCC000000
2-15	65.02	PURCHASE 90630213009299144282101 ON 02/13 ANACO INN ANACORTES WA	VCC000000
2-15	30.00	PURCHASE 90630213009725644282101 ON 02/13 CALICO CUPBOARD OF ANA ANACORTES WA	VCC000000
2-16	1398.44	CHECK PYMTOCWEN LOCKBOX 1460	LACH011046
2-18	19.51	PURCHASE 90620218079210044282101 ON 02/18 CHEVRON/SWINOMISH ANACORTES WA	FPOS
2-22	800.00	BANKOFAMERICA ATM WITHDRAWAL ON 02/20 THRIFTY FOOD PAV ANACORTES WA	\$97D004358
2-22	302.30	NON-BANKOFAMERICA ATM WITHDRAWAL ON 02/18 12885 CASING DRIV ANACORTES WA	\$94D541577
2-22	302.30	NON-BANKOFAMERICA ATM WITHDRAWAL ON 02/18 12885 CASING DRIV ANACORTES WA	\$94D537195
2-22	209.23	PURCHASE 90620220027761944282101 ON 02/20 ATM MERCHANT SYS ANACORTES WA	FPOS
2-22	202.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 02/20 12885 CASING DRIV ANACORTES WA	\$94D774123
2-22	19.51	PURCHASE 90620221046958244282101 ON 02/21 CHEVRON/SWINOMISH ANACORTES WA	FPOS
2-22	.00	NON-BANKOFAMERICA ATM DENIED TRANSACTION ON 02/20 12885 CASING DRIV ANACORTES WA	\$94D777450
2-22	.00	NON-BANKOFAMERICA ATM DENIED TRANSACTION ON 02/18 12885 CASING DRIV ANACORTES WA	\$94D581038
2-22	12.00	DOMESTIC NON-BANKOFAMERICA ATM CHARGE	I-GEN11102
2-22	15.00	MONTHLY SERVICE CHARGE	I-GEN11102

CHECKING SERVICE CHARGE AND FEE SUMMARY

AMOUNT	DESCRIPTION
15.00	MONTHLY SERVICE CHARGE. NO CHARGE IF CHECKING + SAVINGS + CDS MIN BAL \$10,000 OR MORE
12.00	TOTAL ATM CHARGES

FIRSTCHOICESM

ANACORTES BRANCH
1519 COMMERCIAL AVE
ANACORTES WA 98221

PAGE 1 OF 3

1015 79471793
ANACORTES BRANCH 79471793

1-24-2011

FOR CUSTOMER SERVICE CALL 1.800.442.6680.
IN THE SEATTLE AREA CALL 206.461.0800.
TTY/TDD USERS: 1.800.232.6299.

BRAD B BROWN
2034 K AVE
ANACORTES WA 98221-3718

ACCOUNT NUMBER
79471793
STATEMENT PERIOD
12-22-2010 TO 1-24-2011
C 1S1 0



www.bankofamerica.com
Our Online Banking service allows you to check balances, track account activity and more. Enroll now at www.bankofamerica.com.

At Bank of America, if fraud occurs on your debit or credit card, charges will be credited to your account as soon as the next business day pending resolution of claim. To be covered, report fraud charges promptly. Don't share personal or account information. See account agreements or visit www.bankofamerica.com/solutions for details.

CHECKING		SAVINGS	
FIRSTCHOICE GOLD	79471793	MARKET RATE GOLD	79471793
BEGINNING BALANCE	1727.60	BEGINNING BALANCE	.02
DEPOSITS	10109.01	ENDING BALANCE	.02
INTEREST THIS PERIOD	.02	AVERAGE DAILY BAL	.02
WITHDRAWALS	5850.38		
SERVICE CHARGES/FEEES	29.00		
ENDING BALANCE	5917.25		
INTEREST YEAR-TO-DATE	.02		
CHECKING + SAVINGS + COS			
MIN BAL ON 1-20-2011	562.77		
ANNUAL PERCENTAGE			
YIELD EARNED	.01%		
DAYS INTEREST EARNED	34		

CHECKING ACTIVITY

POSTED	AMOUNT	DESCRIPTION	AMOUNT
12-23	500.69	REG SALARYDAKOTA CREEK IND	12695
12-31	920.80	REG SALARYDAKOTA CREEK IND	12695
1-07	868.87	REG SALARYDAKOTA CREEK IND	12695
1-14	527.81	REG SALARYDAKOTA CREEK IND	12695
1-21	3585.01	REG SALARYDAKOTA CREEK IND	12695
1-21	904.03	REG SALARYDAKOTA CREEK IND	12695
1-24	2000.00	BANKOFAMERICA ATM DEPOSIT ON 01/23 THRIFTY FOOD PAY ANACORTES WA	
1-24	.02	INTEREST PAYMENT	
1-24	2.00	DIRECT DEPOSIT SERVICE CREDIT	

CK NO	PAID	AMOUNT	CK NO	PAID	AMOUNT
12-23		89.26	1456	12-30	173.00
TOTAL NUMBER OF CHECKS = 2					

LACH341136
LACH746169
LACH711706
LACH764975
LACH932348
LACH932353
S970007208
1-GEN11101
1-GEN11101

NI 18200729 MI 18869510

CONTINUED

FIRST CHOICE™

PAGE 2 OF 3

1015 79471793
ANACORTES BRANCH 79471793

1-24-2011

BRAD B BROWN

ACCOUNT NUMBER 79471793
STATEMENT PERIOD 12-22-2010 TO 1-24-2011

CHECKING ACTIVITY CONTINUED

WITHDRAWALS

POSTED	AMOUNT	DESCRIPTION	FPOS
12-22	13.40	PURCHASE 90621222004794344262101 DN 12/22 USPS 5403640176/5 ANACORTES WA	FPOS
12-23	41.39	PAYMENT ATAT 298004614167NNS	LACH818883
12-23	21.67	PURCHASE 9062122203029948144262101 DN 12/22 VERIZON WIRELESS BELLINGHAM WA	FPOS
12-24	140.00	PURCHASE 90631223029948144262101 DN 12/23 VERIZON WRLS 1VR VW 300-9220204 CA	VCC000000
12-27	89.09	PURCHASE 90621226031108844262101 DN 12/28 WAL-MART #2598 MOUNT VERNON WA	FPOS
12-27	41.84	PURCHASE 90621226097170144262101 DN 12/28 CHEVRON/SWINOMISH ANACORTES WA	FPOS
12-27	40.00	DONATION CAMPUS CRUSADE F257433989576	LACH052721
12-27	37.00	PURCHASE 90631226013098244262101 DN 12/26 PSV=NEWSLETTER/PRDDCTS 877-7916283 MD-RECUR	VCC000000
12-27	24.93	PURCHASE 90621226011830544262101 DN 12/26 THE HOME DEPOT #8 BURLINGTON WA	FPOS
12-27	7.35	PURCHASE 90621225031113544262101 DN 12/25 ARS FRESNO TESOR ANACORTES WA	FPOS
12-30	202.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 12/29 12885 CASING DRIV ANACORTES WA	594D376940
12-30	202.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 12/29 12885 CASING DRIV ANACORTES WA	594D376389
12-30	202.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 12/29 12885 CASING DRIV ANACORTES WA	594D373884
12-30	104.18	PSE BILLPSE A986303704	LACH333885
12-30	60.00	PURCHASE 90631229072989344262101 DN 12/29 CHEVRON 002103 ANACORTES WA	VCC000000
12-30	19.51	PURCHASE 90621229067993544262101 DN 12/29 CHEVRON/SWINOMISH ANACORTES WA	FPOS
12-31	302.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 12/30 12885 CASING DRIV ANACORTES WA	594D531342
12-31	202.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 12/30 12885 CASING DRIV ANACORTES WA	594D534756
12-31	102.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 12/30 12885 CASING DRIV ANACORTES WA	594D534105
12-31	87.22	PURCHASE 90621230030509644262101 DN 12/30 WAL-MART #2598 MOUNT VERNON WA	FPOS
12-31	85.99	ANAC UTIL ANACORTES CITY 040-0380-02	LACH889797
12-31	7.13	PURCHASE 90621230017092244262101 DN 12/30 THE HOME DEPOT #8 BURLINGTON WA	FPOS
1-03	42.13	PURCHASE 90620102073804344262101 DN 01/02 CHEVRON/SWINOMISH ANACORTES WA	FPOS
1-03	29.94	PURCHASE 906301020200953144262101 DN 01/02 SKY ANGEL 888-759-2643 NY	VCC000000
1-03	4.86	PURCHASE 90620102040250144262101 DN 01/02 ACE HARDWARE ANACORTES WA	FPOS
1-04	34.33	PURCHASE 90630103015739044262101 DN 01/03 PSV=REAL-ADVANTAGE-N 888-2693527 MD -RECUR	VCC000000
1-07	19.31	PURCHASE 90620103038185544262101 DN 01/03 CHEVRON/SWINOMISH ANACORTES WA	FPOS
1-07	29.95	PURCHASE 90630106001058844262101 DN 01/08 BHARMONY.COM 800-951-2023 CA - RECURRING	VCC000000
1-10	168.19	PURCHASE 90620108004331244262101 DN 01/08 WAL-MART SUPER CE MOUNT VERNON WA	FPOS
1-10	19.51	PURCHASE 90620108034095344262101 DN 01/08 CHEVRON/SWINOMISH ANACORTES WA	FPOS
1-10	6.44	PURCHASE 90630108022103844262101 DN 01/08 MICROSFT #XSN 800-494-2862 WA - RECURRING	VCC000000
1-11	141.70	PAYMENT CASCADE NATURAL 985900000	LACH935754
1-12	34.05	PURCHASE 9063011005393344262101 DN 01/11 INT*INTELIUS CH 888-443-2727 WA	VCC000000
1-12	41.52	PURCHASE 90620112040115944262101 DN 01/12 CHEVRON/SWINOMISH ANACORTES WA	FPOS
1-12	21.59	PURCHASE 9063011005388544262101 DN 01/11 INT*INTELIUS CH 888-443-2727 WA	VCC000000
1-12	10.72	PURCHASE 9063011005393344262101 DN 01/11 INT*INTELIUS CH 888-443-2727 WA	VCC000000
1-12	8.80	PURCHASE 9063011005389444262101 DN 01/11 INT*INTELIUS CH 888-443-2727 WA	VCC000000
1-13	83.94	PURCHASE 90630112028799544262101 DN 01/12 CHRISTIANWINGLE.COM 888-8607924 UT	VCC000000
1-14	84.01	PAYMENTRECFRONTIER-VERIZON3923048931	LACH266767
1-14	3.18	PURCHASE 90620114003429344262101 DN 01/14 USPS 5403640176/3 ANACORTES WA	FPOS
1-18	88.00	PURCHASE 90630115092187544262101 DN 01/15 CHEVRON 002103 ANACORTES WA	VCC000000
1-18	65.83	PURCHASE 90620115050769044262101 DN 01/15 WAL-MART #2598 MOUNT VERNON WA	FPOS
1-18	19.51	PURCHASE 90620115028266444262101 DN 01/15 CHEVRON/SWINOMISH ANACORTES WA	FPOS
1-19	1398.44	CHECK PYMTCMEN LOCKBOX 1419	LACH844721
1-19	19.31	PURCHASE 90620119028214644262101 DN 01/19 CHEVRON/SWINOMISH ANACORTES WA	FPOS
1-20	126.30	PURCHASE 90630119018500144262101 DN 01/19 PSV=NORTHSTAR NUTRIT 866-8214516 MD -RECUR	VCC000000
1-24	900.00	BANKOFAMERICA ATM WITHDRAWAL ON 01/24 THRIFTY FOOD PAV ANACORTES WA	597D007421
1-24	102.50	NON-BANKOFAMERICA ATM WITHDRAWAL ON 01/24 12885 CASING DRIV ANACORTES WA	594D238156
1-24	80.63	PURCHASE 90620123054835944262101 DN 01/23 WAL-MART #2598 MOUNT VERNON WA	FPOS
1-24	61.95	PURCHASE 90620122041747344262101 DN 01/22 MARKET AT ANACORT ANACORTES WA	FPOS
1-24	42.48	PURCHASE 90620123080807844262101 DN 01/23 CHEVRON/SWINOMISH ANACORTES WA	FPOS
1-24	20.00	BANKOFAMERICA ATM WITHDRAWAL ON 01/24 THRIFTY FOOD PAV ANACORTES WA	597D007422
1-24	.00	BANKOFAMERICA ATM BAL-INQ ON 01/22 *THRIFTY FOOD PAV ANACORTES WA	597D006988
1-24	.00	NON-BANKOFAMERICA ATM DENIED TRANSACTION ON 01/24 12885 CASING DRIV ANACORTES WA	594D237896
1-24	.00	NON-BANKOFAMERICA ATM DENIED TRANSACTION ON 01/24 12885 CASING DRIV ANACORTES WA	594D238188
1-24	14.00	DOMESTIC NON-BANKOFAMERICA ATM CHARGE	1-GEN11101
1-24	19.00	MONTHLY SERVICE CHARGE	1-GEN11101

CONTINUED

FIRSTCHOICE™

PAGE 3 OF 3

1015 79471793
ANACORTES BRANCH 79471793

1-24-2011

BRAD B BROWN

ACCOUNT NUMBER 79471793
STATEMENT PERIOD 12-22-2010 TO 1-24-2011

CHECKING SERVICE CHARGE AND FEE SUMMARY

AMOUNT DESCRIPTION

13.00 MONTHLY SERVICE CHARGE. NO CHARGE IF CHECKING + SAVINGS + CDs MIN BAL \$10,000 OR MORE
14.00 TOTAL ATM CHARGES

THANK YOU FOR BANKING WITH BANK OF AMERICA