

NO. 75226-0-I

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

THOMAS F. BANGASSER,

Plaintiff/ Appellant,

v.

MIDTOWN LIMITED PARTNERSHIP,
a Washington limited partnership,

Defendant/ Respondent.

**BRIEF OF RESPONDENT
MIDTOWN LIMITED PARTNERSHIP**

Stephen J. Sirianni (WSBA #6957)
SIRIANNI YOUTZ
SPOONEMORE HAMBURGER
999 Third Avenue, Suite 3650
Seattle, WA 98104
Telephone: (206) 223-0303
Facsimile: (206) 223-0246
Email: steve@sylaw.com
Attorneys for Respondent

RECEIVED
COURT OF APPEALS
DIVISION ONE
OCT 31 2016

Table of Contents

I. INTRODUCTION AND RESPONSE TO ASSIGNMENTS OF ERROR.....1

II. STATEMENT OF THE CASE2

III. ARGUMENT9

 A. The Trial Court Did Not Err When It Entered Declaratory Relief That Mr. Bangasser Conceded.9

 B. Even If He Had Properly Raised His Partnership Agreement Argument Below, It Does Not Support His Claim.12

 C. His Suit Did Not Affect Title To Real Property, And The Lis Pendens Was Properly Stricken.15

IV. CONCLUSION19

Table of Authorities

Cases

<i>Brammall v. Wales</i> , 29 Wash. App. 390, 628 P.2d 511 (1981).....	16
<i>Cunningham v. Reliable Concrete</i> , 126 Wn. App. 222, 108 P.3d 147 (2008)	11
<i>State v. Grimes</i> , 165 Wn. App. 172, 267 P.3d 454 (2011)	11
<i>Tomlinson v. Clarke</i> , 118 Wn.2d 498, 825 P.2d 706 (1992).....	15
<i>Unigard Ins. Co. v. Mut. Of Enumclaw Ins. Co.</i> , 160 Wn.2d 912, 250 P.3d 121 (2011).....	10
<i>Urbick v. Spencer Law Firm</i> , 192 Wn. App. 483, 367 P.3d 1103 (2016)	11
<i>Wheeler v. Polasek</i> , 21 Conn. App. 32, 571 A.2d 129 (Conn. App. 1990).....	17

Statutes

RCW 25.10.011(22).....	17
RCW 25.10.021.....	17
RCW 4.28.320.....	15
RCW 4.28.329(2).....	16

Rules

RAP 2.5(a)	10
------------------	----

I. INTRODUCTION AND RESPONSE TO ASSIGNMENTS OF ERROR

Respondent MidTown Limited Partnership (“MidTown”) moved for partial summary judgment decreeing that Appellant Thomas Bangasser (1) was lawfully removed as MidTown’s general partner; (2) had no right to acquire the real property owned by MidTown; and (3) had no right, title or interest in that property. In response to MidTown’s motion, *Mr. Bangasser agreed to all three*. The trial court granted MidTown the relief it sought—relief which Mr. Bangasser agreed was appropriate. CP 389-90.

MidTown also moved to strike and cancel the lis pendens Mr. Bangasser had recorded against MidTown’s real property because his complaint did not affect title to real property. The trial court agreed with MidTown, struck the lis pendens, and awarded fees. CP 102-03, 278-79.

Mr. Bangasser’s complaint raised numerous other issues, including whether and how much MidTown owed him for his services as general partner and whether the new general partner had violated the partnership agreement. None of these issues was ever considered by the trial court because Mr. Bangasser chose to

voluntarily dismiss his action after the court entered the partial summary judgment. Mr. Bangasser agreed, however, that before dismissing the case, it was appropriate for the court to enter a final judgment incorporating both the declaratory relief entered on summary judgment and the order striking his lis pendens and awarding fees. A copy of the court's judgment, CP 391-93, is attached as *Appendix A* ("Judgment").

Accordingly, the issues presented to this Court are:

1. Should the Court affirm the Judgment on issues to which the appellant agreed?
2. Should the Court dismiss an appeal of issues that the trial court never reached because the appellant voluntarily dismissed his case?
3. Should the Court affirm the Judgment striking the lis pendens and awarding fees because this matter does not affect title to real property?

II. STATEMENT OF THE CASE

MidTown is a Washington limited partnership. Its primary asset is one square block of real estate located in Seattle ("Property").

Until June 2015, Mr. Bangasser was MidTown's general partner. On June 22, 2015, the other four limited partners—all his siblings or entities owned by his siblings—voted to remove him as general partner. CP 310, ¶3; 352. Prompting that decision were, among other things, disputes over the terms and timing of sale of the Property. Following his removal, he conceded that he was no longer MidTown's general partner. CP 265, 267, 269.

MidTown, through its new general partner, negotiated terms for the sale of the Property. CP 27-28, 311-12. In September 2015, Mr. Bangasser sued MidTown for breach of the limited partnership agreement. CP 1-4. He claimed MidTown owed him money for his partnership interest and for his past services as its general partner. He also claimed MidTown breached Section 8.1(4) of the partnership agreement relating to dissolution of the partnership. CP 3, ¶12. He sought appointment of a receiver over the Property. *Id.* He recorded a lis pendens on the Property at the time he filed his complaint. CP 20-21.

On September 23, 2015, MidTown moved to cancel the lis pendens because Mr. Bangasser's suit did not affect title to the

Property. CP 22-25. In response, Mr. Bangasser expressed his dissatisfaction with the new general partner's efforts to sell the Property, but could not identify any valid interest in *title* to the Property. Instead, he identified only his partnership interest and his claim that the partnership owed him money as the basis for his interest in the Property. CP 51-52, ¶1.

In an order entered October 1, 2015, the trial court struck the lis pendens, ruling, *inter alia*, that: (a) the case did not involve a dispute over title to the Property; (b) Mr. Bangasser's lis pendens was designed to interfere with the pending sale of the Property; and (c) MidTown was entitled to an award of fees. CP 102-03. On November 19, 2015, the court ordered that Mr. Bangasser pay MidTown \$15,886.45 in fees. CP 278-79.

Mr. Bangasser moved to reconsider both the order striking the lis pendens and the order awarding fees. The trial court denied both motions. CP 177-78, 370-71.

Meanwhile, Mr. Bangasser continued to attempt to block a proposed sale of the Property. He amended his complaint, alleging for the first time that he was wrongfully removed as general partner.

CP 226-28. On November 16, 2016, in a separate email to the other limited partners, he claimed to be exercising a non-existent “Right of First Refusal” to purchase all partnership units from them. CP 240-41. He claimed he was assuming the role of general partner with sole authority to communicate with third parties. CP 261.

Responding to Mr. Bangasser’s new position, MidTown moved for partial summary judgment declaring that (1) Mr. Bangasser was validly removed as general partner in June 2015, and (2) he had no right of first refusal in either the partnership interests or the Property. CP 212. In response, Mr. Bangasser argued that the then-proposed sale of the Property¹ violated unspecified fiduciary duties and repeated his claim that MidTown owed him money. CP 375. However, Mr. Bangasser *conceded* that he was properly removed as general partner, that his sister Margaret Delaney had properly succeeded him as general partner, and that he had no right of first refusal to purchase the Property:

With respect to the present [summary judgment] motion ... there is no significant disagreement.

¹ As of the writing of this Brief, MidTown still owns the Property.

MidTown's motion requests a declaration that (a) Mr. Bangasser "was validly removed as general partner of the Partnership and replaced by Margaret Delaney; and (b) Mr. Bangasser has no right of first refusal regarding (i) the limited partners' interest in the Partnership; or (ii) the Partnership's [Property]. ... *Mr. Bangasser does not object to MidTown's motion regarding the specific points identified above.*"

CP 375 (emphasis added). Mr. Bangasser also represented that "he does not seek to enjoin the sale or otherwise create any road-block [to sale]." *Id.*

On January 6, 2016, the trial court held a hearing on the form of the summary judgment order that should be entered. CP 388 (Verbatim Transcript). Mr. Bangasser's then-attorney agreed that there was no issue on the substance of the motion, only the form of the order:

[S]ection 1 of the motion, MidTown's motion says that they would like summary judgment as to the fact that Mr. Bangasser was validly removed as general partner of the partnership and that he was replaced by Margaret Delaney. That's number one. And number two, that Mr. Bangasser has no right of first refusal regarding the partnership's property or the limited partnership's limited partners' interest in the partnership.

On those points there is no real disagreement, and Mr. Bangasser's response is clear on this

point and *we don't object to ... [a] specific order that so provides. ...*

Id. at 6-7 (emphasis added). Mr. Bangasser's then-attorney further argued:

[W]ith respect to Mr. Bangasser's removal, we don't contest that it was proper under section 7.7 of the ... partnership agreement. Whether that removal was lawful and appropriate and everything else, I don't know, but *we do not contest it*. He doesn't contest Ms. Delaney's succession.

Id. (verbatim transcript) (emphasis added) at 17.

The trial court then granted the partial summary judgment motion, decreeing, *inter alia*, that (1) Mr. Bangasser was lawfully removed as general partner; (2) he had no right to purchase either the Property or the limited partnership units held by the other limited partners; and (3) the successor general partner was empowered to sell the Property. CP 389-90.

On April 4, 2016, Mr. Bangasser moved to voluntarily dismiss his complaint. MidTown objected because it had already been awarded relief based on the functional equivalent of counterclaims. MidTown filed its own counterclaim against Mr. Bangasser, seeking damages for breach of fiduciary duty and breach of partnership

agreement, for overcompensation, misappropriation, failure to provide information, and self-dealing. CP 401-09.

To meet MidTown's objections and to support his motion to voluntarily dismiss, *Mr. Bangasser agreed that the trial court's previous lis pendens, attorney fee, and summary judgment orders could be properly incorporated into a CR 54(b) judgment "subject to enforcement and appeal."* CP 411. Accordingly, on April 28, 2016, the trial court entered the Judgment, incorporating both the attorney fee award and the declaratory relief granted in its two previous orders. *Exh. A* (CP 391-93).² On the same day, the trial court dismissed without prejudice both Mr. Bangasser's claims for monetary relief from MidTown and MidTown's counterclaims for monetary relief from Mr. Bangasser. CP 419-21.

Since April 2016, Mr. Bangasser has had a change of heart. He now claims he was not properly removed as general partner, even though he (1) conceded proper removal, and (2) voluntarily

² As Mr. Bangasser admits, *he* submitted the form of Judgment that the trial court signed. App. Br. at 3.

dismissed all other claims relating to his tenure as general partner. He bases his current claim on a strained reading of the Partnership Agreement that was never considered by the trial court. In particular, Mr. Bangasser claims that the trial court “failed to properly recognize the ‘liquidation’ strategy being pursued by the partnership contrary to the partnership agreement” when it decreed he had been validly removed as general partner and that he had no right, title or interest in the Property. Brief of App. at 1. Of course, if the trial court “failed to recognize” this alleged “strategy,” it was because Mr. Bangasser conceded that he was properly removed as general partner and had no interest in the Property, and then voluntarily dismissed the case.

III. ARGUMENT

A. **The Trial Court Did Not Err When It Entered Declaratory Relief That Mr. Bangasser Conceded.**

The Court’s January 6, 2016 Order on partial summary judgment, later incorporated with Mr. Bangasser’s consent into the final Judgment, decreed that Mr. Bangasser: (1) has no right, title or interest in MidTown’s Property; (2) has no entitlement or right to purchase or acquire either the Property or the partnership interests

of the other limited partners, and (3) was properly removed as general partner and replaced by Margaret Delaney who has the authority to act for MidTown. Mr. Bangasser conceded each of these points.³ CP 375, App. A.

He now claims that in entering this relief, the trial court “failed to properly recognize” his interpretation of the Partnership Agreement that the general partner cannot be removed if the remaining partners intend to eventually dissolve the partnership. The court did not consider that argument below because Mr. Bangasser never argued it in response to the summary judgment motion. Instead, he conceded his removal was proper. CP 373-77. He cannot now claim error to an issue not raised before the trial court without making a showing under RAP 2.5(a). *Unigard Ins. Co. v. Mut. Of Enumclaw Ins. Co.*, 160 Wn.2d 912, 920, 250 P.3d 121 (2011). He bears the burden of persuading the court to consider arguments

³ Mr. Bangasser does not identify any particular portion of the final Judgment that he appeals from. Consequently, MidTown assumes that he objects to every paragraph in that Judgment.

raised for the first time on appeal. *State v. Grimes*, 165 Wn. App. 172, 185, 267 P.3d 454 (2011). Mr. Bangasser makes no such showing.

Moreover, Mr. Bangasser is judicially estopped from making this claim. His current position is inconsistent with the prior concessions on which the trial court based its Judgment. The equitable doctrine of judicial estoppel precludes a party from gaining an advantage by asserting one position in a court proceeding and later taking a clearly inconsistent position. *Cunningham v. Reliable Concrete*, 126 Wn. App. 222, 224, 108 P.3d 147 (2008).

All of the factors required for application of judicial estoppel are present here. *See Urbick v. Spencer Law Firm*, 192 Wn. App. 483, 489, 367 P.3d 1103 (2016). (1) Mr. Bangasser's current positions that he was not properly removed as general partner and that he has an interest in the Property are inconsistent with his concessions made on summary judgment. (2) His inconsistent positions suggest that either the trial court was or this court will be misled. (3) He seeks an unfair advantage. *First*, his agreement to entry of the Judgment was in response to MidTown's objection to his hasty motion to voluntarily dismiss that prevented MidTown from pursuing its

counterclaims against him. CP 410-14. *Second*, his inconsistent appeal allows him to continue his efforts to block the sale of the Property.⁴ *Third*, his inconsistent appeal forces MidTown to incur unnecessary fees and expenses. The appeal should be dismissed.

B. Even If He Had Properly Raised His Partnership Agreement Argument Below, It Does Not Support His Claim.

Contrary to the Judgment he agreed to, Mr. Bangasser now claims that he was not properly removed as general partner. He claims that no general partner can be removed if the partners voting him out intend to eventually sell the Property and dissolve the partnership. If Mr. Bangasser were correct, general partners in real estate partnerships could seldom be removed. The purpose of most such partnerships is to eventually sell the real estate in question.

Moreover, Mr. Bangasser ignores Section 7.7 of the Partnership Agreement, which provides:

Removal of the General Partner. The General Partner may be removed at the request in writing of partners holding at least sixty percent (60%) of

⁴ See, for example, Mr. Bangasser's Reply to MidTown's Opposition to Appellant's RAP 8.1 Motion, filed in this appellate matter on August 19, 2016, at 6, seeking to stay efforts to sell the Property.

the limited partnership units. ... In the event of removal the General Partner shall be deemed to have withdrawn pursuant to Subsection 8.1(b)(4).

CP 335.

In accordance with Section 7.7, the limited partners with over 75 percent of the partnership interests here voted to remove him as general partner on June 22, 2015. CP352. Section 7.7 does not require indefinite continuation of the partnership. Sixty percent of the limited partners can choose to remove the general partner. Mr. Bangasser conceded he was properly removed under Section 7.7. CP 375-76.

He now relies on Section 8.1(b). That section pertains to dissolution, not removal of the general partner. It provides:

Causes of Dissolution. (b) The partnership shall be dissolved only upon the occurrence of any of the following events: ... (4) The withdrawal or removal of the General Partner from the partnership, subject to the right of the remaining partners to continue the partnership pursuant to Section 8.2.

CP 336.

Section 8.2 then provides that "Upon the occurrence of an event specified in subsection 8.1(b)(4), the remaining partners may

... elect to continue the partnership business by designating a new General Partner....” *Id.* In other words, if the general partner is removed by the requisite vote, the remaining partners may either appoint a new general partner, or they may, without appointing a new general partner, dissolve. If they choose to continue the partnership, a new general partner must be appointed. There is nothing in the Partnership Agreement, however, that prohibits the partnership, under the leadership of a new general partner and in accordance with the terms of the partnership agreement, from seeking to sell MidTown’s Property and to ultimately dissolve.

Mr. Bangasser also seems to confuse sale of the Property with dissolution of the partnership. Assuming MidTown is eventually successful in selling the Property, the consideration it receives—most likely in the form of cash—will be deposited in a bank account and will constitute assets of the partnership. At that point, the limited partners, who voted to continue the partnership when they removed Mr. Bangasser (*see* CP 352), may choose to dissolve under §8.1(a)(3).

C. His Suit Did Not Affect Title To Real Property, And The Lis Pendens Was Properly Stricken.

Mr. Bangasser appeals from the October 1, 2015 Order, later incorporated into the Judgment, that struck the lis pendens and awarded fees. He inaccurately claims “the trial court issued no ‘findings of fact.’” App. Br. at 6 (emphasis in original). In fact, the court specifically found: (a) Mr. Bangasser had no substantial justification for filing the lis pendens; (b) the case does not involve a dispute over right, title or interest to the real property owned by the Partnership; (c) MidTown showed good cause for striking/canceling the lis pendens; and (d) Mr. Bangasser’s filing of the lis pendens appears to have been designed to interfere with the pending sale of the Property. CP 102-03. Mr. Bangasser has assigned no error to any of these findings. Unchallenged findings of fact are accepted as verities on appeal. *Tomlinson v. Clarke*, 118 Wn.2d 498, 501, 825 P.2d 706 (1992).

Under RCW 4.28.320, a lis pendens may only be filed in actions that affect title to real estate. Mr. Bangasser’s complaint sought money damages for what he claims the partnership owed

him for his services as general partner. CP 1-4. That is not a claim affecting title and cannot support a lis pendens:

[N]otice of lis pendens may not properly be filed except in an action, a purpose of which is to affect directly the title to the land in question. ... The lis pendens statute does not apply, for example to an action the purpose of which is to secure a personal judgment for the payment of money even though such a judgment, if obtained and properly docketed, is a lien upon land of the defendant described in the complaint.

Brammall v. Wales, 29 Wash. App. 390, 395, 628 P.2d 511 (1981).

If a party files a lis pendens against real property in an action that does not affect title to that property, he "is liable to an aggrieved party who prevails on a motion to cancel the lis pendens ... for attorney's fees in canceling the lis pendens." RCW 4.28.329(2). The trial court here properly found that Mr. Bangasser's suit did not affect title to the Property, that he had no substantial justification for filing the lis pendens, and that he was liable for MidTown's attorney's fees incurred in canceling it. CP 102-03.

Mr. Bangasser later conceded the basis for striking the lis pendens by agreeing, on summary judgment, that he had "no right, title or interest in or to any property owned by [MidTown] including ... [the Property]," and had "no entitlement or right to

purchase, receive or otherwise acquire ... any or all right title or interest to ... the [Property].” CP 375.

Mr. Bangasser now argues that because he holds a limited partnership interest in MidTown, he has a claim to title to the Property owned solely by MidTown. That argument has been foreclosed by his concession that he has no right, title or interest in the Property.

Even without that concession, however, his argument would fail. A limited partnership “is an entity distinct from its partners.” RCW 25.10.021. Mr. Bangasser’s limited partnership interest gives him the right to receive distributions from the limited partnership. RCW 25.10.011(22). That is an interest in personal property, not real property. RCW 25.10.541. *Wheeler v. Polasek*, 21 Conn. App. 32, 571 A.2d 129, 131 (Conn. App. 1990) (partner’s claim against general partner of limited partnership for accounting, breach of fiduciary duty and damages did not affect real property; lis pendens recorded against limited partnership real property was inappropriate because partner’s interest in limited partnership was an interest in personalty, not realty).

Mr. Bangasser also appears to argue that he can assert a derivative claim that affects title. *See* App. Br. at 6. *First*, he did not bring a derivative claim. He sued limited partnership MidTown directly, seeking money damages from MidTown to be awarded to him personally. CP 1-4. His personal claim for money damages against MidTown is not a claim he could bring on behalf of MidTown as a derivative claim. Similarly, in his amended complaint, he sought a money judgment in his name personally against the other limited partners (without naming them as defendants), and requested distribution of all partnership assets and dissolution of the partnership. CP 226-28. He did not assert any claim on behalf of MidTown.

Second, even if he had properly asserted a derivative claim, that claim would not justify a lis pendens. In a derivative claim he would, by definition, be asserting MidTown's claim against others. MidTown owns fee simple title to the Property (CP 31, 53, ¶3), and no one has challenged that title. His real complaint is that he does not like decisions made by his successor general partner. Those decisions were with the support of the other limited partners owning

over 75 percent of MidTown. While that might give rise to personal claims, it cannot affect title to real property.

IV. CONCLUSION

For all the reasons set forth above, MidTown requests that this court affirm the Judgment of the trial court and dismiss the appeal.

Respectfully submitted: October 31, 2016.

SIRIANNI YOUTZ
SPOONEMORE HAMBURGER



Stephen J. Sirianni (WSBA #6957)
999 Third Avenue, Suite 3650
Seattle, WA 98104
Telephone: (206) 223-0303
Facsimile: (206) 223-0246
Email: steve@sylaw.com
Attorneys for Respondent
MidTown Limited Partnership

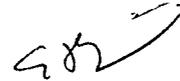
Certificate of Service

I certify, under penalty of perjury pursuant to the laws of the State of Washington, that on October 31, 2016, a true copy of the foregoing BRIEF OF RESPONDENT MIDTOWN LIMITED PARTNERSHIP was served upon appellant as indicated below:

Thomas F. Bangasser
20704 Vashon Highway SW
Vashon Island, WA 98070
Plaintiff/Appellant pro se

By First-Class Mail
 By Email
tfb@bangasser.com

DATED: October 31, 2016, at Seattle, Washington.



Stephen J. Sirianni (WSBA #6957)

Appendix A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

The Honorable John H. Chun

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

THOMAS F. BANGASSER, an individual
resident of the State of Washington,

Plaintiff,

v.

MIDTOWN LIMITED PARTNERSHIP, a
Washington limited partnership,

Defendant.

NO. 15-2-23045-0 SEA

[PROPOSED]

**CR 54(b) JUDGMENT IN FAVOR OF
MIDTOWN LIMITED
PARTNERSHIP, INCLUDING
DECLARATORY JUDGMENT**

[CLERK'S ACTION REQUIRED]

JUDGMENT SUMMARY

- | | | |
|----|----------------------------------|--|
| 1. | Judgment Creditor: | MidTown Limited Partnership |
| 2. | Judgment Debtor: | Thomas F. Bangasser |
| 3. | Principal Judgment Amount: | \$15,886.45 |
| 4. | Attorneys for Judgment Creditor: | Stephen J. Sirianni
Sirianni Youtz Spoonemore Hamburger |

CR 54(b) JUDGMENT IN FAVOR OF
MIDTOWN LIMITED PARTNERSHIP - 1

CLERK'S PAPERS 000391

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

JUDGMENT

Pursuant to CR 54(b) and consistent with the Court's prior rulings, the Court hereby enters Judgment as follows:

1. The Court has previously ruled on discrete matters regarding: (a) the striking of a Lis Pendens and a related award of attorney's fees, and (b) certain declaratory relief. There is no just reason for delay in entry of judgment on these matters.

2. Consistent with the Court's prior Order (Sub No. 16), the Lis Pendens previously filed by Plaintiff may not be refiled or re-recorded.

3. Consistent with the Court's prior Order (Sub No. 34), MidTown is awarded attorney's fees in the amount of \$15,886.45.

4. Pursuant to RCW 7.24.010 *et seq.*, and consistent with the Court's prior Order Re: Defendant's Motion for Partial Summary Judgment (Sub No. 50), the Court hereby declares:

(a) Plaintiff Thomas F. Bangasser has no right, title or interest in or to any property owned by MidTown Limited Partnership, including the real estate described and referred to in Plaintiff's complaint as the 23rd and East Union property ("the Realty").

(b) Plaintiff has no entitlement or right to purchase, receive or otherwise acquire (i) any or all of the ownership interest or units in MidTown now vested in, held or owned by the Margaret Ellen Delaney October 27, 2000 Trust, Tatoosh LLC, Carol Ann Zarek, Elizabeth Bangasser Hall and/or Margaret Delaney; or (b) any or all right, title, or interest in or to any of MidTown's property, including, without limitation, the Realty.

(c) Plaintiff was lawfully removed as general partner of Midtown Limited Partnership and replaced by Margaret Delaney.

(d) Margaret Delaney has the authority to act for and bind MidTown. MidTown, by and through its general partner Margaret Delaney, has the authority to enter into transactions for the sale, encumbrance, or other disposition of MidTown's property, including

CR 54(b) JUDGMENT IN FAVOR OF
MIDTOWN LIMITED PARTNERSHIP - 2

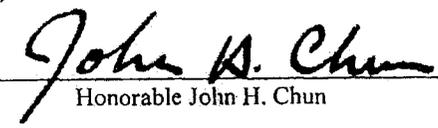
CLERK'S PAPERS 000392

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

the Realty, subject, however, to any necessary approval or ratification by MidTown's limited partners.

IT IS SO ORDERED.

DATED this 18th day of April, 2016.



Honorable John H. Chun

CR 54(b) JUDGMENT IN FAVOR OF
MIDTOWN LIMITED PARTNERSHIP - 3

CLERK'S PAPERS 000393