

FILED
SUPREME COURT
STATE OF WASHINGTON
4/15/2022 8:06 AM
BY ERIN L. LENNON
CLERK

In the
Supreme Court for the
State of Washington

NO.100783-3

JOYOUS INVESTMENTS LLC, RESPONDENT V. JAYAKRISHNAN NAIR, APPELLANT

(Court of Appeals- 81754-0-1)

PETITIONERS:
JAYAKRISHNAN NAIR

PETITION FOR REVIEW

Petitioners appearing Pro Se.

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DATED: 03/30/2022

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I. Introduction: A Kafkaesque Jeremiad

This whistleblower petition addresses a fundamental question key to protecting public trust in the integrity and credibility of the Washington Court system, which has been compromised by the institutional racism, nauseating corruption and subversive abuse of the vast, unmitigated powers of the judiciary by shameless criminals infesting the State courts and masquerading as “HOA lawyers”, “Ex Parte commissioners” and it is afraid even certain so-called “Judges”, for committing the most fiendishly inhumane & evil racist/ xenophobic hate crimes as well as for aiding & abetting obvious scams to steal several millions of dollars in real estate equity through illegal, unconstitutional, fraud “judgments” (such as the presently appealed matter), which it is afraid any reasonably intelligent, critical thinking person could only find as basically nothing more than evidence of the self-dealing corruption and kickback schemes plaguing the King & Snohomish County Superior Courts as well as the Division 1 Court of Appeals. The unconstitutional, corrupt judgments and institutional racism against people of color, have led to the collapse of local legal system completely, major civil disobedience and even to the formation of “CHAZ”, or the first ever autonomous region¹ since the civil war within USA boundaries, wherein one of the main demands of the protestors was to fix the racist, failed court system.

¹ https://en.wikipedia.org/wiki/Capitol_Hill_Occupied_Protest

II. Identity of Petitioner: A Highly Successful Immigrant Young Erudite Scientist & Serial Entrepreneur who built a Cash-Positive \$5M Estate

Until recent events wherein his success was targeted by legal terrorists, the lifestory of petitioner Jayakrishnan Nair is a testament² to what makes USA the greatest nation in the world, as he arrived aged 21 to pursue Masters in Computer Engineering from University of Massachusetts, having secured a full tuition waiver and scholarship to research on NASA technologies³ that paid him a healthy monthly stipend enough to rent an apartment and sponsor his mother's visa to visit him. He has since built two very successful businesses – a biotech business⁴ with exclusive license from Johns Hopkins Universe that is focused on nerve regenerative surgical devices, and a real estate company⁵ that has nearly 5 million dollars in NET equity.

Despite being a multimillionaire that never needed any bankruptcy protection, he was scammed into filing a FRAUD Chapter 11 bankruptcy (please visit this site for all details and hyperlinked documents: www.legalterrorism.org) by an attorney who he had approached for dealing with a charged off debt. This, as it has turned out, was nothing more than an orchestrated fraud with HOA attorneys to charge hundreds of

² <https://www.twst.com/bio/jayakrishnan-nair/>

³ Coincidentally, Mr. Nair had researched on and published papers for ameliorating cosmic ray bombardment on the Next Generation Telescope Project, which has been renamed to JWST and was recently launched and currently in the news:

<http://citeseerx.ist.psu.edu/viewdoc/summary?doi=10.1.1.13.3450>

<https://jwst.nasa.gov/>

⁴ <http://ratnerbio.com/>

⁵ <https://omanahomes.com/>

thousands of dollars in bogus fees on a healthy estate and thereby to schedule fraud sheriff sales wherein their criminal accomplices would buy them for pennies on the dollar - Mr. Nair's four pristine upscale homes worth \$1.5 million (13506 34th AVE SE Mill Creek WA 98012), \$1.2 million (6706 Quigley AVE SE Snoqualmie WA 98065), \$1.1 million (11031 Elliston Way NE Redmond WA 98053) and \$750,000 were sold for respectively \$40,000, \$28,000, \$32,000 and \$79,000, in what can only be termed as absolute and complete mockery of the US constitution and legal system. As a criminal investigation would easily reveal, all of these "sheriff sales" by ~\$25/mo HOA attorneys were completely fraudulent as not a penny was owed to any of the HOAs, and in fact at least one of them (which is the present matter regarding the Meadows HOA in Mill Creek, which is just one of four such cases) does not even exist and is nothing more than criminal fraud abusing the racism and corruption of the local courts.

III. "Decisions" Below: Are they any more than Evidence of Self-Dealing, Corruption and Racist Hate Crimes?

As soon as he got wind of the fraud sheriff sale which was taken ex parte without notice, homeowner Mr. Nair had promptly brought an motion to restrain the illegal, unconstitutional, criminally fraudulent "sale" of a \$1.5 Million home on purported \$600 dues of a HOA that had closed down years ago and did not even exist. However, given the fact that Snohomish County Ex Parte Court is not a bona fide court but only a RICO where at least some of the judges/commissioners are suspected to be receiving corrupt kickbacks from HOA attorneys for aiding and abetting real estate fraud, his timely and meritorious efforts to stop the illegal, fraudulent sale was thwarted due to corruption (and/or racism /xenophobia) as there was no other legal basis.

Soon after the fraud sale for \$16K for a home worth \$1.5 Million, these criminals paid off entire first mortgage and added to redemption invoice. This has no statutory basis and there is no legal requirement under RCW 6.23.050 which states that any amount invoiced should be a payment that was required by the purchaser to make to retain the ownership interest of the homeowner during the redemption period. There was absolutely no need to pay off the entire \$280K balance on the first mortgage, when making enough payments as required to maintain Mr. Nair's mortgage obligation to Selene Finance (which was less than \$24k during the 1 year period following the sheriff sale) was all that was statutorily allowed. Furthermore, RCW 6.230.030 denotes notice, timeliness and recording requirements on any such payments or invoices, and nothing of that sort have been followed here.

Mr. Nair thereafter promptly completed the redemption requirements, paid a cashiers check to the Sheriff as well as the \$124 redemption fee, and brought a timely motion to compel accounting and calculate the redemption amount due. However, so-called Judge Okrent refused to allow Mr. Nair to present his motion, denied all his constitutional rights due process rights, and allowed a fraud motion by the purchaser that Mr. Nair had never been given any notice of. He requested a continuance as he had not received any notice of the opposing motion, which was denied. Mr. Nair's motion to compel accounting and determine amount was not heard despite being properly noted. Mr. Nair then promptly moved the Court of Appeals –Division 1. He requested the clerk to move the appeal to Division 2 since the Court of Appeals-Div 1 has a history of racist, illegal and unconstitutional "judgments" against people of color and he had suffered their prejudice on several related appeals concerning fraud sheriff sales on his other properties as well as the legal malpractice as well. This request was denied and the Court of Appeals, in a laughably farcical and beyond egregious opinion

in which they PATHETICALLY even confused the identities of the parties (Exhibit H) and have even referred to a non-existing transcript as further proof of corruption and incompetence, “affirmed” the trial court’s obviously corrupt and unconstitutional fraud.

IV. Issues Presented for Review

- 1) Is the Petitioner eligible for Constitutional Protection of Rights? (YES)
- 2) Should this Supreme Court bring the corruption and/or predatory racism of Judge Okrent and the criminal scam by HOA Mafia abusing loopholes in State’s HOA laws to justice through Criminal Prosecution? (YES)
- 3) Should this Supreme Court protect the integrity of the State’s legal system by ordering an investigation into these illegal, unconstitutional “judgments” aimed at skimming millions of dollars of real estate equity? (YES)
- 4) Does this Supreme Court have a mandate to protect the integrity of the WA State Legal System by criminally prosecuting such fraud, unconstitutional self-dealing “judgments” by charlatans making a complete mockery of the US Constitution and State Courts for theft and racist hate crimes? (YES)

V. Statement of the Case

Appellant Jayakrishnan Nair is a merit-based immigrant who, aged 21, moved to US to pursue his masters in Computer Science in 2001. He was then recruited to Microsoft in 2003, and began investing in real estate around the eastside from 2005, wherein he purchased 5 homes. In 2011, a job change required him to move out of state, while renting out all his homes in WA, including the home at 13506 34th AVE SE

Mill Creek WA 98012 (hereinafter, the “Home”). The nearly 4000-sqft, 5-bedroom, luxurious Home was originally purchased for \$434,565 in 2006, and today it’s valued around \$ 1.5 Million. Details of Ms. Nair’s real estate portfolio can be seen here: www.omanahomes.com

At the time of purchase as a new construction home in this 26-home community, the builder had instituted a Home Owners Association, named the Meadows HOA. Mr. Nair remained a dutiful home owner that never missed any HOA payments, as he had it on autopay as with his other homes. Around 2016, the neighbors informed him that the HOA had shut down due to infighting, and the property manager one Ms. Ann Bauer had been arrested for arson after she destroyed all the accounts and papers and files of the HOA office with fire to cover up a \$15,000 embezzlement from the HOA accounts. The HOA had stopped all operations; ALL home owners stopped making payments, including Mr. Nair.

A couple of other things had been going on in his life also: despite having a Net Worth of \$4.5+ Million Dollars (\$6.1+ million in net assets, and ONLY \$1.6 Million in secured+unsecured debts) he was scammed into a bankruptcy fraud by an attorney Mr. Richard Symmes who had advised that to stop the foreclosure on a charged off second loan from First Tech Credit Union on the Home, (which the lender had originally charged off in 2011 following the housing downturn but suddenly posted a notice of sale several years later when property prices rebounded) he should file a Chapter 11 Bankruptcy so he could force First Tech into a favorable settlement. This turned out to be the worst financial decision of his life [Exhibit A: Mr. Nair’s malpractice complaint against Mr. Symmes, which was dismissed by “res judicata”] as the HOA attorneys all filed humungous attorney fees in literally HUNDRED OF THOUSANDS of

dollars as legal fees for “representing the \$25/mo HOA as creditor” in the sham bankruptcy filing of a healthy, cash positive, wealthy estate. The details of this matter can be seen at www.legalterrorism.org

Following a conversion of the rich, \$4.5 Million estate to a Chapter 7 [Exhibit B: Mr. Nair’s Pro Se Appeal to the Federal Court of Appeals, Ninth Circuit], the attorney for the trustee Mr. Rory Livesey contacted every person who could “potentially” be a creditor, in order to maximize the payouts from the estate (and thereby his own payout for administering the transactions). After getting wind of Mr. Nair’s situation and the gold pot waiting to be had – as Mr. Nair’s hard earned multi-million dollar estate from decades of working for IBM, NASA and Microsoft was now somehow a blank check at the liberty of Mr. Livesey who was willing to “distribute” to anyone who wanted to file a claim - couple of unscrupulous homeowners at the Meadows therefore devised a scheme to “revive” the dead HOA as a perfunctory shell that they claimed the right to operate without any mandate from the other 24 home owners in the community, and without any accounting or book-keeping, made a completely bogus, fraud claim for \$8282 through a “property manager” Shelly McLarin [Exhibit C], though there has not been any active HOA, any board meetings, any accounting or any activity in the HOA.

Ms. McLarin’s own declaration filed along with the BK creditor’s claim [Exhibit D: Clause (10)] shows that there is no accounting or book keeping for the HOA, and the figure of \$8280 has ABSOLUTELY no accounting or legal basis whatsoever – simply a random number pulled out from her imagination. An email broadcast by the last Property Manager Ms. Anne Bauer [Exhibit E] shows that the HOA’s financials have been in shambles, and \$33,500 of past due balances were

“necessarily forgiven”, further proving the debt alleged by Ms. McLarin and the new “zombie” HOA with no members and no accounting and no operations, against Mr. Nair is nothing other than a criminal fraud. Moreover, the yearly dues are a comparatively paltry \$300 and the old association was only dead for two years, meaning even if the new association had any right to collect dues from Mr. Nair (which is speculative at best), it still could not have been more than \$600. If all of this is not the very definition of criminal fraud making an absolute farce and complete mockery of the Court system, then what is?

Mr. Nair was able to rescue his estate from liquidation by paying \$103K to chapter 7 trustee to dismiss the case and return the balance of \$4.1 Million to him. However, he found to his dismay that the scammers who made this shell HOA to steal money from his estate, had now obtained a \$16,000 Ex Parte judgment from Snohomist County Superior Court, without any service or notice to Mr. Nair, and was seeking to conduct a Sheriff Sale.

Mr. Nair tried to object to the sale stating that the HOA is not a bona fide organization, has no activity, and was nothing more than a shell formed purely only for fraud which does not comply with any of the mandatory RCW operating or book keeping requirements for a functioning HOA. Furthermore, Snohomish county had mandatory arbitration rules for disputes less than \$50,000. State of Washington mandates that all disputes be handled under \$10,000 be handled by Small Claims Court, and here the matter in dispute is only whether a Zombie HOA “resurrected” by couple of homeowners had a right to collect two years of worth of dues –i.e. \$600- from Mr. Nair. He even offered to pay the \$600 to settle the issue but the judgment

amount of \$16,000, more than half of which is unscrupulous “attorney fees” for obtaining an ex-parte judgment without any notice or service, had no basis.

His objections notwithstanding, the Court refused to stop the sale. Soon thereafter, the so-called “purchaser” at the sheriff sale, who claims to have “bought” the million dollar home for \$40,000 when the real homeowner owed nothing to the nonexistent HOA, and has over \$50,000 in furnishings and electronics inside the home that is setup for AirBnb/ temporary vacation stays, as can be seen from the beautiful pictures of this mansion at www.omanahomes.com, paid off the \$240K in the first mortgage balance for the home with Seterus Bank, and added to the redemption amount, exponentially ballooning it from the already fraud \$40K to over \$329K including several other completely bogus and baseless amounts added in to the redemption invoice, without any legal basis (such as force placed insurance when Mr. Nair is already carrying insurance, legal fees, other baseless charges etc). The objective of course is to put the redemption outside Mr. Nair’s capability, and thereby to steal the nearly \$550K in net equity in the home as well as the \$50,000+ in electronics, appliances, upgrades and furnishings trapped inside the home. Mr. Nair also lost the \$6000+ in revenue that the house had been generating per month, which further exacerbated his financial situation. All of the above has resulted in an absolutely farcical situation where a \$600 dues that is not even owed escalated to Mr. Nair losing his first mortgage (30 year, 3.125%) and being replaced with a bill of \$329K to keep his over \$550K equity in the home that he had built over 15 years! How could this be sane in any jurisprudence?

As this Court is kindly aware, in addition to the all above he has also been battling to save his mother’s life, who has been held in isolation from all her

friends and family at an unknown, undisclosed location, and all information about her condition have been kept secret. The so-called guardian had attempted to kill her twice, as she has no state assistance as a visitor (Mr. Nair had been taking care of her at home as her primary caregiver for over four years since her stroke that left her body paralyzed on one side but mental faculties and language intact - as the damage was on the right hemisphere only and her left hemisphere was left undamaged – meaning she has been suffering incredibly for the past two years being kept in illegal solitary confinement). The first attempt was thwarted by his step sister Raji, and since then the guardian took a VAPO against Mr. Nair and has brought a motion to OFFICIALLY murder her, stating that her “quality of life is not good”, when she is pleading to be allowed to see her children and asking “why am I being held prisoner here?”. If this is not the very definition of evil, racial lynching, under the very auspices of the legal system, then what is? The aforementioned events had caused Mr. Nair, only a mere innocent human being, to mentally break down with depression and had to be under professional help, wherein he has been recovering from through medication and therapy. The systemic racism and corruption of the unscrupulous attorneys and scammers exploiting the Courts have resulted in a hard working immigrant being persecuted and crucified for no logical or legal reason.

Mr. Nair had ALREADY COMPLETED the redemption intake paperwork timely with Snohomish County Sheriff’s clerk Ms. Kathryn Oliver, who promptly ACCEPTED his redemption fee and a \$1000 check as placeholder payment until the Court has determined the CORRECT amount for the redemption, as the purchaser Joyous Investments had engaged in fraud and oppression to unconscionably inflate the redemption invoice from \$40k that was paid at the auction to \$329K. RCW does not allow sheriff sale purchasers to add any amounts other than those needed to

maintain the debtors equity in the property to be paid off by or added to the redemption invoice during the one year redemption period, and the RCW also requires that the purchaser must credit the rents acquired for the property, as well as notify the home owner 45-60 days prior to the expiration of the expiration of redemption period and record with the County Clerk. None of these statutory requirements have been met.

Case law FIRMLY establishes that as the Purchaser Joyous Investments had engaged in fraud and oppression to deny Mr. Nair's right to redeem his home, the redemption period had automatically tolled. See Powers v Powers, 221 Cal. App. 2d 746 (redemption allowed after expiration of statutory period if equitable conditions exist), as well as Dalton v Franken Const. Cos, 121 N.M. 539, 914 P.2d 1036, 1040 (1996) (equitable relief permitted if wrongful conduct by redemptioner in possession) as Purchaser has engaged in fraud and oppression. The paying off of the first mortgage or adding the various bloated charges to the redemption invoice has no legal basis and therefore not Mr. Nair's responsibility.

Furthermore, Mr. Nair has timely exercised [Exhibit F] his redemption option through the Sheriff, completed the paperwork, tendered a \$1000 check and timely filed a motion to determine the redemption amount, as well as obtained a Temporary Restraining Order [Exhibit G] from the Snohomish County court restraining the Snohomish Sheriff from issuing a Sheriff's Deed until the amount to complete the redemption has been determined by the Court. There is absolutely nothing he could have done more legally to complete the redemption while contesting the amount in the purchaser's bloated and fraudulent "invoice." Therefore the fair outcome is to determine the legal redemption amount.

VI. Argument Why Review Should be Accepted

The Supremacy Clause mandates that federal law be applied to federal claims and defenses. The United State Constitution's Supremacy Clause provides that the laws of the United States "shall be the supreme law of the land; and the judges in every state shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding." U.S. Const. Art. VI. Just as federal courts are constitutionally obligated to apply state law to state claims under *Erie R.R. Co. v. Tompkins*, 304 U.S. 64, 58 S. Ct. 817, 82 L. Ed. 1188 (1938), "so too the Supremacy Clause imposes on state courts a constitutional duty 'to proceed in such manner that all the substantial rights of the parties under controlling federal law [are] protected.'" *Felder v. Casey*, 487 U.S. 131, 151, 108 S. Ct. 2302, 2313-14, 101 L.Ed.2d 123 (1988) (quoting *Garrett v. Moore-McCormack Co.*, 317 U.S. 239,245, 63 S. Ct. 246,251, 87 L.Ed. 239 (1942)).

Here, the Court of Appeals' decision violates this fundamental constitutional concept. A significant question of law under the United States Constitution is involved such that review should be granted under RAP 13.4(b)(3).

The Reverse-Erie doctrine mandates that federal law be applied to federal claims and defenses. Under the "Erie doctrine," federal courts apply state substantive law to state law claims. *Gasperini v. Center for Humanities, Inc.*, 518 U.S. 415, 427, 116 S. Ct. 2211, 2219, 135 L. Ed. 2d 659 (1996). See *Erie R. Co. v. Tompkins*, 304 U.S. 64, 58 S. Ct. 817, 82 L. Ed. 1188 (1938). Conversely, under the Reverse-Erie doctrine, state courts must apply federal law to federal claims and defenses. *Maytown Sand & Gravel, LLC v. Thurston Cty.*, 191 Wn.2d 392, 446, 423 P.3d 223 (2018),

abrogated on other grounds by *Yim v. City of Seattle*, 194 Wn.2d 682, 451 P.3d 694 (2019). The primary concerns of the Erie and Reverse-Erie doctrines are threefold: encouraging judicial economy, deterring forum shopping, and protecting principles of federalism. "Under *Erie R. Co. v. Tompkins*, 304 U. S. 64[, 58 S. Ct. 817, 82 L. Ed. 1188] (1938), when a federal court exercises diversity or pendent jurisdiction over state-law claims, 'the outcome of the litigation in the federal court should be substantially the same, so far as legal rules determine the outcome of a litigation, as it would be if tried in a State court.'"

Felder v. Casey, 487 U.S. 131, 151, 108 S. Ct. 2302, 101 L. Ed. 2d 123 (1988) (emphasis added) (quoting *Guaranty Tr. Co. v. York*, 326 U.S. 99, 109, 65 S. Ct. 1464, 89 L. Ed. 2079 (1945)). The converse of that rule applies under the Reverse-Erie doctrine. "Just as federal courts are constitutionally obligated to apply state law to state claims, so too the Supremacy Clause imposes on state courts a constitutional duty 'to proceed in such manner that all the substantial rights of the parties under controlling federal law [are] protected.'" *Id.* (alteration in original) (citation omitted) (quoting *Garrett v. Moore-McCormack Co.*, 317 U.S. 239, 245, 63 S. Ct. 246, 87 L. Ed. 239 (1942)). *Id.* at 445--46. A state court is only allowed to apply state procedural rules in a case involving federal claims or defenses so long as it is a neutral rule regarding the administration of the courts that is not meant to interfere with a substantive federal right and allows a party to raise or defend against the federal claim as if in federal court. *Id.* at 446--47. Here the Court of Appeals' opinion also conflicts with this Court's Reverse-Erie doctrine pronouncements in *Maytown*. Thus, review should be granted under RAP 13.4(b)(3), as well as RAP 13.4(b)(1).

VII. Conclusion

This is NOT a civil matter, but a very serious criminal matter wherein the powers of the Court are being abused by criminals for stealing millions of dollars in real estate equity under the pretext of collecting trivial \$25 dues for non-existing, defunct, dead HOAs. The Supreme Court has a public and constitutional mandate to bring these criminals to justice through referring this matter to the State Attorney General's office for prosecution, and to end this absolute and complete farce that is threatening the integrity and public credibility of WA state's court system.

Submitted most reverentially:

DATED this 14th day of April 2022



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JAYAKRISHNAN NAIR - FILING PRO SE

April 15, 2022 - 8:06 AM

Transmittal Information

Filed with Court: Supreme Court
Appellate Court Case Number: 100,783-3
Appellate Court Case Title: Joyous Investments, LLC v. Jayakrishnan Nair
Superior Court Case Number: 17-2-05181-9

The following documents have been uploaded:

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Redmond, WA, 98053
Phone: (347) 746-2470

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Exhibit A

CLERK

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

JAYAKRISHNAN K. NAIR, A Single Person,

Plaintiff,

vs.

RICHARD J. SYMMES, Individually and on
Behalf of the Marital Community Comprised of
RICHARD J. SYMMES and JANE DOE
SYMMES, and SYMMES LAW GROUP,
PLLC, a Washington Professional Limited
Liability Company,

Defendants.

NO. 17-2-16243-4 SEA

COMPLAINT FOR LEGAL
MALPRACTICE

The Complaint of Plaintiff JAYAKRISHNAN K. NAIR alleges as follows:

I. PARTIES

1.0 Plaintiff JAYAKRISHNAN K. NAIR, who is also known as “Jay” Nair, is a person of the full age of majority and permanent legal resident of the United States, who resides in Redmond, King County, Washington.

1.1 Defendant RICHARD J. SYMMES is a person of the full age of majority who, upon information and belief, resides in King County Washington. It is unknown whether Defendant SYMMES is married or a single person. Plaintiff thus refers to Defendant SYMMES’s unknown spouse as “JANE DOE SYMMES” pending discovery, as any acts and/or omissions relevant hereto may have been done on behalf of that marital community.

Complaint for Legal Malpractice

BRIAN J. WAID
ATTORNEY AT LAW
5400 CALIFORNIA AVENUE SW, SUITE D
SEATTLE, WA 98136
206-388-1926

1 3.1 In October 2014, Mr. Nair learned that First Tech Credit Union “FTCU,”
2 which held a second-position deed of trust on one of Mr. Nair’s five investment
3 properties, in the amount of \$100,000 and a then-current balance of approximately
4 \$72,000, had initiated foreclosure proceedings against that one property.
5

6 3.2 At that time, Mr. Nair subscribed to a prepaid legal insurance company
7 known as “ARAG.” Mr. Symmes’ had contracted with ARAG to offer ARAG-paid
8 and/or below-market legal fees to ARAG members. Mr. Symmes’ listing on the ARAG
9 Legal Center for Members, appeared under the Legal Issue heading “Real Estate and
10 Home Ownership” and Type of Issue heading “Foreclosure.” The website of Mr.
11 Symmes’ law firm, Symmes Law Group, PLLC, markets itself with “Stop Foreclosure.
12 Stop Collections. End Your Stress. BE DEBT FREE!” and “Seattle Bankruptcy
13 Attorney Who Gets Debt Relief Fast.”
14

15 3.3 When his personal attempts to resolve the non-judicial
16 foreclosure proceeding failed, Mr. Nair found Mr. Symmes’ listing with ARAG. On or
17 about April 15, 2015, Mr. Nair retained Mr. Symmes and the Symmes Law Group,
18 PLLC, to assist him in resolving the foreclosure through the ARAG prepaid legal
19 insurance plan, at a rate of \$187.50 per hour.
20

21 3.4 Upon acceptance of representation of Plaintiff Nair, Defendant Symmes
22 undertook a duty of competence to Nair, to meet or exceed the standard of care
23 applicable to a reasonably prudent Washington attorney representing a client in the
24 same or similar situation as Nair.
25

1 3.5 At the time Mr. Nair first retained Mr. Symmes, Mr. Nair had
2 approximately two weeks remaining in which to resolve the foreclosure and thus
3 preserve Nair's ownership interest in the investment property. He also had ample cash
4 resources readily available to pay off the FTCU debt in full, including \$20,000 in cash
5 in liquid accounts, and \$100,000 in a 401k. Mr. Nair could have taken money out of the
6 401k and re-deposited it within 60 days without any tax penalty. Mr. Nair also alerted
7 Mr. Symmes to his (Nair's) financial circumstances, including the fact that he had
8 approximately \$6,000,000 in real estate investments and privately held shares in the
9 Ratner Biomedicl startup.
10

11 3.6 Mr. Nair relied heavily on Mr. Symmes' professed expertise in
12 defending foreclosures and representing clients in bankruptcy proceedings.
13

14 3.7 Mr. Symmes was aware of Mr. Nair's lack of knowledge about
15 bankruptcy and that Mr. Nair relied on Symmes' recommendations as to how he (*i.e.*,
16 Nair) should proceed.
17

18 3.8 Mr. Symmes advised Mr. Nair to file Chapter 13 bankruptcy, and
19 advised him against using his 401k funds because of the potential 10% tax penalty.
20

21 3.9 Defendant Symmes and Symmes Law Group, PLLC filed Mr. Nair's
22 Chapter 13 bankruptcy petition on April 29, 2015.
23

24 3.10 Mr. Nair was not eligible for relief under Bankruptcy Code §109(e),
25 when Defendant Symmes filed Nair's Chapter 13 bankruptcy petition.

 3.11 Defendant Symmes knew, or reasonably should have known, that Mr.

1 Nair was not eligible for relief under Chapter 13 of the Bankruptcy Code.

2 3.12 On July 16, 2015, the Chapter 13 Bankruptcy Trustee objected to
3 confirmation of Mr. Nair's Ch. 13 plan, citing among other problems, the fact that Mr.
4 Nair did not qualify for Ch. 13. The Objection furthermore pointed out that Mr.
5 Symmes had not served the Ch. 13 plan on Mr. Nair's creditors, and that the Ch. 13
6 plan as submitted was not confirmable.
7

8 3.13 Thereafter, on July 26, 2015, the Chapter 13 Bankruptcy Trustee moved
9 to dismiss Mr. Nair's Chapter 13 bankruptcy petition, in part because Mr. Nair was not
10 eligible for Ch. 13 relief. The Trustee also pointed out other defects, including the fact
11 that Mr. Symmes' \$3,500 flat fee for Ch. 13 services was not reasonable.
12

13 3.14 Upon service of the Chapter 13 Bankruptcy Trustee's motion to dismiss,
14 Mr. Symmes could, and should, have advised Mr. Nair to agree to dismiss the
15 bankruptcy case, rather than convert the case to either a Chapter 7 bankruptcy
16 liquidation, or a Chapter 11 case. Defendants Symmes instead advised Mr. Nair to
17 convert his case to Chapter 11 rather than Chapter 13. Mr. Nair followed Mr. Symmes'
18 advice and Mr. Symmes thus filed a motion to convert Mr. Nair's bankruptcy case to a
19 Chapter 11 case on August 11, 2015. The Court granted the Trustee's motion to
20 convert to Chapter 11 on September 2, 2015.
21

22 3.15 Defendant Symmes did not provide Mr. Nair with the material
23 information necessary to enable Mr. Nair to give informed consent to the conversion
24 from Ch. 13 to Ch. 11, particularly considering the risk to Mr. Nair that he might lose
25

1 control of the Ratner Biomedical start-up company, as well as the administrative and
2 other time-consuming and costly burdens imposed on the Debtor-in-Possession in a Ch.
3 11 case.

4 3.16 After conversion of Mr. Nair's bankruptcy to a Chapter 11 business
5 reorganization, Mr. Nair repeatedly asked Mr. Symmes to have the bankruptcy
6 dismissed; however, Symmes told Nair that he (Nair) could not dismiss the bankruptcy
7 and, if he were to file a motion to dismiss, the creditors and the US Trustee might move
8 to convert the case to a Chapter 7 liquidation.
9

10 3.17 On or about October 5, 2016, the Bankruptcy Court converted Mr. Nair's
11 bankruptcy from a Chapter 11 case to a Chapter 7 case.
12

13 3.18 Plaintiff Nair thereupon terminated his attorney-client relationship with
14 Defendant Symmes effective on or about October 14, 2016.

15 3.18 On or about January 27, 2017, Plaintiff Nair retained Attorney Shashi
16 Vijay to represent him as replacement counsel in the bankruptcy proceeding.
17

18 3.19 On April 5, 2017, Ms. Vijay succeeded in negotiating a settlement with
19 the Bankruptcy Trustee, which allowed Nair to dismiss the bankruptcy proceeding filed
20 by Defendant Symmes.

21 **IV. CAUSE OF ACTION: LEGAL MALPRACTICE**

22 4.0 Defendant Symmes breached the duty of care he owed to Mr. Nair, in the
23 following respects:

24 A. Advising Nair to file bankruptcy, because the extraordinary costs and
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adverse consequences to Nair from filing bankruptcy were not warranted at the time;

B. Advising Nair to file bankruptcy rather than stop or delay the foreclosure by FTCU by other lawful means;

C. Advising Nair to file bankruptcy, thus placing Mr. Nair's control of the Ratner Biomedical start-up company, adequately communicating that risk to Mr. Nair and without having adequately investigated the company and the ramifications a bankruptcy would have on the company;

D. Advising Nair to file Chapter 13 bankruptcy, considering that Mr. Nair was quite obviously not eligible for relief under Chapter 13;

E. In response to the Chapter 13 Bankruptcy Trustee's motion to dismiss, advised Nair to convert the Chapter 13 case into a Chapter 11 reorganization, rather than have it dismissed;

F. Rejecting Nair's request that Symmes dismiss the Ch. 11 case, and advising Nair that he could not do that.

G. Charging an unreasonable \$3,500 flat fee for the Chapter 13 filing, particularly considering that: (i) Mr. Nair was not eligible for Chapter 13; (ii) Symmes did not submit a confirmable Ch. 13 plan on behalf of Nair, and; (iii) Symmes did not serve the creditors with the Ch. 13 plan.

H. Such other breaches of the standard of care as may be proven through discovery and/or at trial.

1 4.1 Plaintiff Nair sustained damages as a result of Defendant
2 Symmes' breaches of the standard of care, including but not limited to damage to his
3 credit rating and his interests in the Ratner Biomedical start-up company, fees and
4 expenses paid to Symmes Law Group, PLLC, mitigation expenses, and such other
5 damages as may be established through discovery and/or trial of this case.
6

7 4.2 Defendant Symmes Law Group, PLLC is jointly and severally liable to
8 Plaintiff Nair as *respondeat superior*.

9 **V. PRAYER FOR RELIEF**

10 WHEREFORE Plaintiff prays for judgment in his favor and against the
11 Defendants, jointly and severally, awarding him the following relief:
12

- 13 A. All damages sustained by Plaintiff because of Defendants' acts and/or
14 omissions;
15 B. Legal interest, including pre-judgment interest, on all damages to the
16 fullest extent authorized by Washington law;
17 C. All taxable costs and disbursements;
18 D. Such other and different relief as the Court may deem just and equitable.
19

20 DATED: June 26, 2017.

21 WAID LAW OFFICE

22 BY: /s/ Brian J. Waid

23 BRIAN J. WAID
24 WSBA No. 26038
25 JESSICA M. CREAGER
 WSBA No. 42183
 Attorneys for Plaintiff

Exhibit B

Jayakrishnan K. Nair
Pro Se
8646 230th Way NE
Redmond WA 98053
Tel: (347)746 2470

FILED

2016 NOV 18 PM 12:50

M. L. SILVER, CLK
U.S. BANKRUPTCY COURT
W.D. OF WA AT SEATTLE
BY _____ DEP. CLK.

UNITED STATES BANKRUPTCY APPELLATE PANEL OF THE NINTH CIRCUIT

<p>In re:</p> <p>JAYAKRISHNAN K. NAIR,</p> <p>Debtor/Appellant</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>BAP Case No.: 16-1365</p> <p>Bankruptcy Case No.: 15-12626 CMA</p> <p>APPELLANTS' BRIEF REGARDING APPEAL FROM BANKRUPTCY COURT</p>
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1. STATEMENT OF JURISDICTION

This appeal arises from an order of the United Stated Bankruptcy Court for the Western District of Washington converting Debtor's Chapter 11 case to Chapter 7. The Bankruptcy Court had jurisdiction to enter the final order pursuant to 28 U.S.C. §§ 157(a), 157(b)(1) and 1334. This Panel has jurisdiction over this appeal pursuant to 28 U.S.C. § 158.

2. STANDARD OF REVIEW

Generally, "[d]ecisions of the BAP generally are reviewed de novo." Carrillo v. Su (In re Su), 290 F.3d 1140, 1142 (9th Cir.2002). Under the abuse of discretion standard of review, we first determine de novo whether the court identified the correct legal rule to apply to the relief requested. United States v. Hinkson, 585 F.3d. 1247, 1262 (9th Cir 2009)(en banc).

3. STATEMENT OF ISSUES

1
2 **1. Whether the Bankruptcy Court committed an error of law or an abuse of discretion in failing to**
3 **identify the unusual, let alone perhaps the most extraordinarily unusual, circumstances in the case that**
4 **clearly establishes that converting the case is not in the best interests of either the creditors and/or the**
5 **estate, per 11 U.S.C. § 1112(b)(2).**

6
7 **2. Whether the Bankruptcy Court committed an error of law or an abuse of discretion in finding that it is**
8 **in the best interest of a healthy 400% solvent estate with a net worth of \$4.5 Million to go through a**
9 **fatal Chapter 7 liquidation that would decimate its cash positive real estate portfolio and cost millions of**
10 **dollars in losses, including Trustee compensation, listing fees, legal fees, loss of rental income and**
11 **opportunity costs; when all its creditors are fully secured and the unsecured claims (about \$19,000) at**
12 **filing, form less than a diminutive half a percent of the estate's net worth, which the debtor is able to**
13 **directly pay off at any time, per 11 U.S.C. § 1112(b)(1).**

14 **3. Whether the Bankruptcy Court committed an error of law or an abuse of discretion in finding that the**
15 **grounds for converting the case included an act or omission of the debtor that could not be reasonably**
16 **justified per 11 U.S.C. § 1112(b)(2)(i), when the justification was that he was required to be out of state**
17 **for three months attending to a critical family medical emergency of his mother becoming paralyzed**
18 **from a massive cerebellar stroke, one of the most critical and life changing events possible.**

19
20 **4. Whether the Bankruptcy Court committed an error of law or an abuse of discretion in finding that**
21 **cause exists to convert the Debtor's Chapter 11 to a case under Chapter 7, despite the fact that estate**
22 **under the Debtor in Possession had not only increased in net worth by several hundreds of thousands of**
23 **dollars post petition, but also further decreased its debt-to-equity ratio roughly by a highly substantial**
24 **FIVE% to currently less than just 25%, showing a very healthy, prudent and savvy management of**
25 **assets by a highly qualified DIP, a senior management professional and financial expert with an MBA.**

26
27 **5. Whether the Bankruptcy Court committed an error of law or an abuse of discretion in finding that the**
28 **conversion to Chapter 7 was in the best interest of the creditors, when the debtor has shown the**

1 financial ability in his Chapter 11 Monthly Operating Reports to not only maintain all secured
2 obligations current and in good standing, but also even to pay off all the undisputed unsecured claims
3 immediately, rather than let any of those creditors go through a long chapter 7 liquidation process that
4 could take several months before any disbursements.

5
6 **4. STATEMENT OF CASE AND FACTS.**

7 **A. The Curious Case of the "Bankrupt" Multi-Millionaire**

8
9 The sequence of events and interplay of situations that have led an incredibly successful young
10 executive managing a group of 26 engineers at Microsoft Corporation, who had simultaneously also
11 invested sagaciously and worked extremely hard to build a self-sustaining multi-million dollar real
12 estate portfolio, and living the American Dream while having also established a stellar academic and
13 scientific publications record on NASA space applications and robotics, to have been swindled by his
14 legal counsel into filing an illegal, farcical and terribly self-destructive case of bankruptcy when he was
15 in fact one among the richest young entrepreneurs in the nation having amassed a personal NET worth
16 of about four and a half million dollars at the time of filing, and having the financial strength to pay off all
17 his creditors easily not just once but FOUR times over, are of extreme public and political interest. If
18 such an extraordinarily financially savvy and wealthy entrepreneur could be the victim of this scam,
19 then there is nothing to prevent other wealthy and fully solvent estates also from being scammed and
20 betrayed the same way he was. He was not bankrupt, is not bankrupt, has never been bankrupt in his
21 life, and in the contrary was (and still is) among the top 1 percent wealthiest of the population. He never
22 needed any bankruptcy protection for his estate as he always had more than enough liquidity and
23 income to stay current on all obligations to his creditors, and now perhaps better than ever so.

24
25
26 Yet he is currently shocked and petrified that his millions of dollars in honest hard-earned assets
27 are now at the whim and mercy of a Chapter 7 trustee and her avaricious lawyer, who have already
28 made it blatantly clear to him at a private meeting they called post this conversion that their agenda is to

1 liquidate assets and loot as much bogus fees and commissions as much as they can get away with from
2 his fully secured and 400% solvent properties, unless he is willing to "negotiate a deal" with them(!).

3 Even though the debtor offered to pay off his all his unsecured debts (which is less than
4 0.2% of his Net Worth) from his pocket on the same day as the meeting and send her proof (as he has
5 several times that amount as liquidity ready in hand), the Trustee Ms. Nancy James declined, for obvious
6 reasons as then there would be no unsecured creditors to pay off and her role becomes inherently moot,
7 adding to the appalling egregiousness and unusualness of not only this presently appealed order to
8 convert to Chapter 7 but also this bankruptcy case in general.

9
10 "Unusual" is the word that recurs unusually much in this docket as many parties have referred
11 as such to this case where a fully solvent & healthy multi-million dollar estate, with very little unsecured
12 debt and/or secured delinquencies, and in good positive cash flow, being in a seemingly suicidal
13 bankruptcy filing, let alone in Chapter 7 wherein the Trustee and her attorney have stated their intent to
14 list and sell all his assets and pulverize his solvent estate only for the sake of maximizing their own
15 commission and fees, even though all secured creditors are 400% over secured and Mr. Nair is willing to
16 immediately pay off all undisputed unsecured claims.

17
18 Mr. Nair is astounded as to the level of corruption in the Bankruptcy system and has decided to
19 proceed pro se to protect his own best interest, i.e. the best interest of HIS personal estate, as some of
20 the legal professionals he came across in this matter has unduly, and sometimes even criminally and
21 fraudulently, put their personal agenda of maximizing their own legal fees on a fully solvent estate that
22 was scammed into filing for a false bankruptcy, ahead of their professional ethics and fiduciary duty.

23 As Mr. Nair believes it is his civic duty to share his experience to help plug the holes in the
24 bankruptcy code, as well as to bring those responsible for his tremendous losses and traumatic
25 sufferings to justice, he wishes to bring this matter not only to the attention of the venerable Bankruptcy
26 Appellate Panel, hoping for case law to protect highly solvent estates from such breach of fiduciary duty
27 and predatory legal malpractice in the future, but also (and as suggested by the Chapter 7 trustee Ms.
28

1 Nancy James herself when I voiced concerns about her lawyer's demands to negotiate with them
2 privately to avoid liquidation of my assets), to the offices of Congressman Mr. Jim McDermott, Senator
3 Patty Murray and also the President-elect Mr. Donald Trump, to protect the citizens from such scams
4 *and to introduce deterring criminal penalties to those that wantonly abuse the standards of the legal*
5 *profession for self enrichment.*

6 Now facing this farcical charade to have proceeded to an extent where it is threatening to
7 entirely destroy his personal estate that he had built and nourished through meticulous financial
8 planning and incredible hard work over decades, and unable to helplessly watch it being rapaciously
9 purloined by certain unscrupulous elements (who can only be called as the scum clogging the justice
10 system) against all professional ethics and strictly for personal enrichment, he has been forced to enter
11 into the completely uncharted territory of representing his estate as a first time pro se litigant, as his
12 traumatic experiences with this case has made him lose trust in the integrity of legal profession itself.
13 Therefore, it is humbly prayed that any errors, delays, omissions or commissions, or procedural
14 variations from standard practice, perhaps bound to happen due to his complete inexperience in legal
15 matters and forced to learn under very tight time constraints of prosecuting an appeal, be leniently
16 sympathized and also viewed in kind consideration of liberal pleading standards set forth by Fed. R. Civ.
17 P. 8(a)(2)) and to 28 U.S.C. § 1654.
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21 **A.1. The Meteoric Rise as an Immigrant**

22 The Appellant Mr. Nair always had an innate passion for using science for alleviating human
23 suffering, and by age 19 as an engineering student he had invented and filed for patents on an
24 embedded system device that would help paralyzed patients use electrical appliances in their room only
25 using their speech. He came to the United States in 2001 to pursue a Master's in Electrical and Computer
26 Engineering from University of Massachusetts- Amherst, having already secured a Fellowship to
27 research on the fault tolerance of NASA JPL's space applications, by virtue of his outstanding academic
28

1 merit. Having graduated *summa cum laude* with a full 4.0 GPA, and earned a prestigious publications
2 record that makes him an Erdos #2 Mathematician, he was recruited to Microsoft for optimizing
3 algorithms for SQL Server. While working there for almost seven years, he climbed to managerial
4 positions and also completed an MBA in Tech Management *summa cum laude* from University of
5 Washington- Foster Business School. He also made prudent and savvy real estate investments that
6 netted him a portfolio of five beautiful premium homes in Seattle, and by age 28 he had already scaled
7 enviable peaks of professional, academic and financial success.

8
9 His passion for helping humanity through latest advances in science persisted, and so after
10 becoming a permanent resident in the US he joined a biotech startup named Ratner Biomedical Inc.
11 ("RBI", www.ratnerbio.com) that was co-founded by his manager Mr. Stephen Quinn at Microsoft,
12 initially for some moonlighting, and eventually switched to working on it full-time from 2010. The
13 company has exclusively licensed certain paradigm-shifting technologies in repairing peripheral nerve
14 system trauma, and sutureless anastomosis of wet tissue structures, from the World's premier biotech
15 research institution, the Johns Hopkins University in Baltimore, MD. These technologies are being
16 sought to be commercialized as Innerva™ Nerve Cuffs and BioJoin™ Biodegradable Connectors, for
17 which we have already forged partnerships with leading CROs like NAMSA for the testing required for
18 FDA's 510(k) regulatory clearances. The company is poised to an IPO post the regulatory clearances,
19 and based on historical valuations and biotech business valuation models in the surgical devices
20 industry, its Net Present Value post the FDA approvals of its two lines of surgical products is very
21 conservatively estimated at \$210 Million, which could potentially enhance Mr. Nair's own personal
22 estate from \$4.5 Million perhaps up to over \$100 Million.

23
24 In short, he has lived a life that is literally a testament to what makes the United States the
25 greatest Nation in the world for an extremely hardworking, smart and super ambitious entrepreneur.
26
27
28

A.2. Housing Downturn and a Charged Off Debt

Mr. Nair had moved to the East Coast in 2011 for trying to raise investments for his startup, and while visiting him his mother required an emergency triple bypass surgery. This required him to tend to his mother (as her only surviving relative) as her full-time caregiver until she had recuperated and rehabilitated. Coupled with the Great Recession and an unfavorable economic/investment climate for biotech startups, which meant he was working without drawing a salary from Ratner Biomedical that was still in clinical & regulatory phase awaiting FDA 510(k) certifications to be able to market their products, Mr. Nair did not have any taxable net income during the period from 2010-2015.

Mr. Nair believes in giving back to this wonderful nation that has helped him succeed so much so young, and so he believes his best chance to do that is his fulfill his entrepreneurial dreams, as this country has been built on the shoulders of the success of dedicated entrepreneurs. Despite being exceedingly qualified for a corporate senior managerial position, he has dedicated his time and focus to the success of this company, and remains committed to its success after having had to take on a much bigger role for himself following the unfortunate untimely passing away of his mentor and colleague Mr. Quinn. In other words, Mr. Nair has since eschewed short-term income for the long-term entrepreneurship efforts, as his real estate portfolio is fully NET cash positive after paying all secure creditors' monthly obligations, and he is able to support himself through his savings. This is very common among high net worth individuals pursuing a private long term project from their considerable savings while temporarily withdrawing themselves from a salaried job. Based on the belief that he was not required to file taxes when he did not make any taxable income, Mr. Nair did not file his zero dollar tax returns for those years.

His efforts finally bore fruit in May 5th 2016 when he executed an investment contract with an accredited investor that would give Ratner Biomedical access to \$187,500 in operational funds every quarter, which enables Mr. Nair to finally start drawing a salary (of \$10,000 per month) again while still

1 working on the regulatory approvals, evangelization and the commercialization of the technologies that
2 could save lives and reduce sufferings for millions of people.

3 One of Mr. Nair's investment properties (13506 34th AVE SE Mill Creek WA 98012) had been
4 financed with a Home Equity Loan of \$100,000 from First Tech Credit Union ("FTCU") with a lien
5 secondary to the primary mortgage with Wells Fargo. Due to the well known housing market crisis in
6 the early decade, the housing prices in the area were severely affected and fell to its lowest values in late
7 2012, which resulted it in this property being severely 'underwater', making it an untenable
8 investment asset. FTCU then sent Mr. Nair a notice stating the debt was charged off as bad debt.
9

10 Mr. Nair heard no further from FTCU until in October 2014 when his tenant at the property
11 called him to say there was a Foreclosure Sale Notice stuck on the door. As Mr. Nair had hitherto been
12 keeping up on payments with all his known creditors, he was very surprised at this and had to call "TD
13 Services" to find out FTCU had filed a foreclosure on their charged off debt without ever attempting any
14 contact with Mr. Nair, as the property prices had risen back up. He then contacted FTCU and spoke with
15 their Senior Assets Management officer one Mr. Thomas Hill, and subsequent to negotiations for a loan
16 modification, Mr. Hill offered Mr. Nair via email a payment plan to pay off the charged off balance of
17 \$71,792 as equal monthly installments of \$915, which Mr. Nair readily accepted. However, with only
18 two weeks remaining to the foreclosure sale date, FTCU then reneged on the offer and refused to accept
19 Mr. Nair's scheduled payments, instead insisting on full lump sum payment of the charged off debt. This
20 put Mr. Nair in a huge predicament, as he believed he had a right to enforce the payment plan through
21 specific performance, and also as much of his immense wealth was distributed in home equities and
22 privately held shares that require some window of time to liquidate.
23
24

25 **A.3. A Spurious Bankruptcy Filing**

26 He then approached a real estate lawyer he found through his legal insurance, Mr. Richard
27 Symmes, and retained his counsel to deal with the situation. Mr. Symmes sent FTCU a letter demanding
28

1 specific performance and to postpone the foreclosure sale. However FTCU refused to change the
2 foreclosure sale date. Mr. Nair told Mr. Symmes that in addition to about six million dollars in real estate
3 investments and privately held shares for RBI, he also had liquid savings of about \$120,000 with which
4 to pay FTCU off and prevent the sale (as about \$20,000 in his Checking Accounts and \$100,000 in
5 retirement funds). He also told Mr. Symmes that he could easily raise \$71,000 in less than a month
6 through refinancing any of his real properties that have a combined net equity of close to two million
7 dollars, or through a personal loan with his real estate equity as collateral thereof.
8

9 However, Mr. Symmes advised him against withdrawing from the retirement funds as it could
10 entail a 10% early withdrawal penalty and other tax implications, and instead advised him to file for a
11 Chapter 13 bankruptcy to stop the pending foreclosure sale AND save about \$5000 in fees and penalties.
12 He suggested that paying off FTCU is a bad idea and the best strategy would be delaying the sale with a
13 bankruptcy filing so he can persuade FTCU to settle for a lesser amount than the pay-off amount
14 required to prevent the sale. He also said that he had very recently worked with FTCU on behalf of
15 another client, and by having them go through bankruptcy he was able to get FTCU to settle for 50% less
16 than what was owed, and therefore he could try to do the same for Mr. Nair's estate and save him a
17 substantial amount of money, perhaps up to \$30,000, from what would be required to stop the sale. He
18 advised that once the bankruptcy was filed, it could be dismissed at any point once he could negotiate a
19 settlement with First Tech or be able to buy the time to sue them for specific performance, so it would
20 be a win-win decision to file.
21

22 Mr. Nair was extremely disgusted at the idea of filing a bankruptcy when he is indeed a very
23 successful senior management executive who has made many millions from meticulous financial
24 planning and owned an extremely solvent estate with a NET worth of about \$4.5 million. In his mind,
25 Bankruptcy was for broke individuals (paupers) who could not repay their creditors as their assets are
26 lesser than their liabilities, and did not know any intricacies as he had no prior legal exposure. He had
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28

1 only \$1.6 Million in secured debts and a mere \$19,000 in unsecured debt, while his estate had a total
2 worth of about FOUR TIMES the total liabilities owed against it.

3 He had a cash-positive real estate portfolio and private equity in a biotech startup poised to take
4 off and potentially IPO in the near future. Moreover, with the exception of FTCU and a couple of HOAs
5 whose exorbitant collection charges (for some of the monthly HOA dues accidentally missed during the
6 months he was in living in the east coast, though he was always ready and willing to pay off the missed
7 dues in full) he had earlier disputed, he was in mostly good standing with almost all his bona fide
8 creditors, as can be seen from the fact he was not facing any other foreclosures or adversary
9 proceedings brought by any other creditor. So it felt unethical, immoral and somehow just plain wrong,
10 but Mr. Symmes insisted it as the best option and eased his concerns saying it Mr. Nair could dismiss the
11 case at any time he wanted and that once dismissed it would no longer affect his credit score after just a
12 few days. He counseled that a temporary hit to the credit score would be a small price to pay for a
13 chance to save up to \$30,000 through negotiating a settlement amount for the charged off debt with
14 FTCU and to retain the retirement savings accounts untouched and thus save on the penalties.
15

16 Therefore Mr. Nair reluctantly trusted his professional counsel and allowed Mr. Symmes to file a
17 chapter 13 bankruptcy on his behalf in May 2015. It turned out to be by FAR the worst decision of his
18 life, and the start of a terrible Jeremiad that has left him emotionally devastated and facing complete
19 financial ruin unless the conversion to Chapter 7 is reversed on appeal and the case is dismissed.
20

21 **B. The First Conversion and the Chapter 11 "Black Hole"**

22
23
24 Once the bankruptcy was filed, Mr. Nair was forced to helplessly witness a complete charade
25 unravel and his estate getting pushed into a financial quagmire deeper and deeper. Mr. Nair lost his
26 ability to refinance and take cash from his over \$2 Million in real estate equity as no lender would
27 refinance a debtor in active bankruptcy. His liquidity further declined as tons of available credit
28 disappeared overnight as all his credit cards were closed.

1 Mr. Symmes advised Mr. Nair that since his estate was worth over \$1.1 Million (something Mr.
2 Symmes knew all throughout), the case was originally filed in the wrong chapter and had to be
3 converted to a Chapter 11, making things far worse for Mr. Nair's estate and his own personal life. The
4 new chapter's requirements are typically designed for large corporations trying to reorganize, but Mr.
5 Nair was an already cash positive individual who did not need to "reorganize" as he always had more
6 than enough money to pay all his creditors any time he wished. Now there were new monthly reporting
7 requirements, trustee fees and other expenses, very detailed questionnaires from the Chapter 11
8 Trustee's office on all his accounts etc., that were suffocating to a multi-millionaire like Mr. Nair who
9 was never expecting such new restrictions (such as spending on leisure or even enjoying a game of
10 poker) on how he could spend HIS money HE earned or the new heavy workload on his time. Thus the
11 bankruptcy filing was soon becoming a financial and emotional nightmare that was severely affecting
12 his ability to focus on his entrepreneurship. Therefore he expressed his desire many times to dismiss
13 the case to Mr. Symmes, and deal with FTCU directly, to cut his losses and attorney fees. However, the
14 latter who was keen on keeping it open, advised that as a chapter 11, it cannot be dismissed at Mr. Nair's
15 discretion as was originally promised to him. He said that if he were to file a motion to dismiss, the
16 creditors and the US Trustee may fight him on it and force him into a Chapter 7, whereby a Trustee
17 could take control of and sell off all his assets.
18
19

20 This was devastating news to him that he was now tied to the Chapter 11 without being able to
21 get out of it without going through a rigmarole of plan confirmation, and showing proof of income, filing
22 zero-dollar returns for the years he made no taxable income etc., and eventually going through a long
23 cumbersome process just to get out of it, while all the while helplessly witnessing the costs from the
24 filing was escalating exponentially. He felt cheated as he would have never agreed to put himself or his
25 estate on this situation if Mr. Symmes had explained or educated him about any of these detrimental
26 contingencies, requirements, restrictions or expenses or to him *a priori*.
27
28

B.1. The HOA Circus

1
2 However, perhaps the worst and most pathetic part of it all was specifically when couple of
3 young attorneys with plenty of free time and representing the HOAs at Redmond Ridge East ("RRE-
4 HOA", \$75/ month dues) and Snoqualmie Ridge ("SR-HOA", \$25/month) communities, with whom Mr.
5 Nair had prior disputes on their collection charges, got wind of a highly cash-positive and solvent estate
6 that was in "bankruptcy". They have since conspired to collaborate and extract the maximum collection
7 costs as they wished for no rhyme or reason, despite Mr. Nair writing repeatedly to the property
8 managers of these associations and to these lawyers to stop their collection efforts on their disputed
9 claims and cease escalating bogus collection fees by exploiting the circumstances of his solvent estate
10 somehow being trapped into a spurious bankruptcy, and have tried everything humanly possible
11 including paying off all the missed dues and even paying dues for many years in advance.

12
13 However, they have instead proceeded to file multiple absolutely frivolous, absurd and
14 nonsensical motions, and continues to charge ridiculously exorbitant attorney fees under the pretext to
15 collect on the disputed collection costs, abusing the secured creditor status of these HOAs on his homes
16 with hundreds of thousands of dollars in equity. It is worth mentioning here that these attorneys are
17 strictly only representing their own interest in this matter as Mr. Nair has either offered to pay off (RRE-
18 HOA) or has already paid off in full (SR-HOA) all the dues and late fees for the months he missed while
19 being out of state. However, as the CC&Rs also include "reasonable attorney fees" to collect, these two
20 attorneys have taken it up on themselves to act as quasi-secured creditors and charge tens of thousands
21 of dollars as legal fees for collecting the thousands of dollars in their own prior collection fees that Mr.
22 Nair had disputed with them pre-petition, which was for collecting some missed dues at just \$25 (or
23 \$75)/month and amounting to a total debt of just a few hundred dollars, which Mr. Nair has either
24 already paid off in full or has offered to pay off in full.
25

26
27 For example, Mr. Nair has already paid off four times the dues owed to the Snoqualmie Ridge
28 association for the post-petition period more than he owed, but their attorney one Mr. Dainen Penta

1 wants to charge another \$10,000 for representing the association in the chapter 11 matter, such as
2 attending the frivolous motions and hearings, all for sake of "protecting the interests" of his client's \$25
3 per month HOA dues for an estate with net worth \$4.5 million, even when they have already paid them
4 off for past arrears as well as for several years in advance through over payments.

5 In another horrific and shocking display of absolute contempt for the Bankruptcy Court's ability
6 to protect the interests of the Fully Solvent Estate of a Debtor in Possession, Mr. Douglas Cameron
7 representing the Redmond Ridge East HOA where Mr. Nair holds his primary residence, is seeking
8 \$30,000 in bogus post-petition legal fees for representing his client's claim of \$75/month, when all he
9 really had to do is file a claim, like a dozen other bona fide creditors had done for little to no legal fee.
10

11 Mr. Symmes has in fact admitted that Mr. Cameron had in fact privately contacted him and other
12 attorneys, for persuading to filing and responding to as many frivolous motions as they could in unison
13 and exponentially blow up the legal fees against a solvent estate that had absolutely no reason really to
14 be in bankruptcy in the first place, but for Mr. Symmes' own devious intent to rack up \$17,000 in legal
15 bills of his own- when the whole reason this case started was so a \$5,000 early withdrawal penalty
16 could be avoided and to buy time for Mr. Symmes to negotiate a better settlement with FTCU. A criminal
17 complaint documenting the activities of these so-called "legal professionals" and the losses suffered to
18 the estate due to their fraud, is being brought to the attention of the Washington State Bar Association,
19 the Secretary of State for Washington, and Mr. Nair is also considering a legal malpractice suit against
20 Mr. Symmes for recovery of his immense losses caused due to Mr. Symmes' breach of Fiduciary duty to
21 Mr. Nair's estate.
22

23 The legal fees alone claimed in this case post petition has far exceeded \$71,000 that was the
24 principal of FTCU's charged off debt in the first place that they were ready to settle for and avoid the sale
25 or bankruptcy filing, and FTCU has filed a latest claim with their own attorney fees totaling about
26 \$14,000, and ballooning their total claim to about \$105,000 (despite Mr. Nair making regular monthly
27 post-petition payments to FTCU that paid down the principal balance of the previously charged off debt
28

1 to about \$61,000) and almost 50% higher than their settlement offer just prior to the filing. This is in
2 addition to Trustee Fees, Court Fees and other traveling expenses Mr. Nair had to incur due to this
3 matter, and above all, the losses, emotional trauma and opportunity costs he suffered due to Mr.
4 Symmes' complete failure in anticipating and/or properly disclosing the risks and costs of a bankruptcy
5 filing to his client's estate.

6 7 **B.2. Mother's Stroke and the forced Hiatus Out of State**

8
9 The bad luck with his mother's health returned when, in August 04 2016, she had a sudden acute
10 cerebellar stroke that has since paralyzed her and made her unable to speak or swallow. Fearing for her
11 life, Mr. Nair was bound to be by her bedside almost entirely during her hospital stay in Nevada for the
12 next couple of months, forcing him to be out of state without access to his home office or financial
13 records, and thereby delaying in the timely filing of some of the monthly reports due per Chapter 11
14 reporting requirements, and the completion of the zero-dollar tax returns for the previous years when
15 he received no taxable income as an entrepreneur working without a salary. Taking advantage of
16 knowing his personal situation through his home's HOA, Mr. Cameron again brought a motion to
17 dismiss, in which he argued that Mr. Nair is in noncompliance with the timely reporting requirements,
18 and again raised irrelevant and non sequitur issues such as Mr. Nair's hobby of playing poker (which is a
19 harmless pastime that has never had any substantial effect on his estate).
20

21 As Mr. Nair was extremely concerned with the exponentially escalating and unanticipated (to
22 him) costs and losses due to the spurious bankruptcy filing, he had decided enough was enough, and he
23 firmly asked Mr. Symmes to propose in his response to the Court that dismissing the case is appropriate
24 unless the motion is denied. Mr. Nair himself wanted this case just to be over with and dismissed, to cut
25 his losses and then deal his disputes with FTCU and the two HOAs directly in state court.
26
27
28

B.3. Order for Conversion and the Aftermath

Mr. Nair was then painfully forced to fly back for a week from his mother's hospital while she was still in critical condition, to appear in Court for the hearing for a bankruptcy he neither needed nor benefited from in any way. After returning to Seattle, he completed and sent over all the three prior months' missing Chapter 11 monthly reports for the Trustee (fully redacted and ready to file) to Mr. Symmes prior to the hearing date, but Mr. Symmes somehow failed to upload into the ECF until after the hearing was over.

Though RRE-HOA's motion and proposed order only called for a dismissal that Mr. Nair also wanted, the Bankruptcy Court decided that cause existed to convert the case to a Chapter 7. Though the Court was presented with medical records [ECF: 184] from her hospital and even her Doctor's statement that Mr. Nair was present at her bedside since the stroke, the Court the medical emergency as insufficient justification for the debtor's omissions in filing the documents. However, pursuant to 11 U.S. Code § 1112(b)(2), the debtor only did have a temporary issue with this family emergency, that could be cured in a reasonable time, as has happened following his mother's recent discharge from hospital. Furthermore, the primary reason Debtor was hitherto unable to show enough monthly income for a plan confirmation had been his lack of salary from his startup, which changed in May 05 2016 when RBI entered into an investment agreement that would allow Mr. Nair to draw a \$10,000 salary.

This was a completely unanticipated development for Mr. Nair and has thrown his strong & stable finances, cash positive & highly successful rental & AirBnB business and overly solvent estate into turmoil. Adding to the absurdity of the case, it would be anticipated that RRE-HOA would file an Appellee's brief opposing this appeal to overturn the conversion and to dismiss the case, when they have also already filed a motion for relief from automatic stay, which would be self contradictory in intent in that they want the Debtor to be in Chapter 7 (by opposing the appeal) while they also want a relief from the automatic stay from the same Chapter 7 (as moved) for their over secured and disputed claim for collection costs.

5. CONCLUSION

1
2 The conversion to Chapter 7 is so egregious in that the Chapter 7 Trustee's proposed liquidation
3 *plan of the estate will result in hundreds of thousands, if not millions of dollars in Trustee's own*
4 compensation, legal fees, listing fees, loss of rental income and other opportunity costs inherently
5 unnecessary, which destroys a healthy estate worth four times more than all the claims in the register,
6 including even disputed claims. The conversion to Chapter 7 will cost the estate losses orders of
7 magnitude higher than the total unsecured debt claimed herein. Neither does it benefit any creditor, as
8 the Debtor has the financial wherewithal to maintain all his secured loans in good standing as well as
9 pay off all unsecured credit immediately if needed with his available liquidity. Unfortunately, the only
10 real beneficiaries of this conversion are the same corrupt and unscrupulous legal professionals who
11 have attempted to make a complete mockery of the bankruptcy system through defrauding a solvent
12 estate that should have never been in this situation in the first place but for legal malpractice and
13 atrocious breach of fiduciary duty.
14

15 For the foregoing reasons, the Appellant humbly requests the Order of the Bankruptcy Court
16 converting to Chapter 7 be reversed, and the case be dismissed.
17

18
19 DATED this 17th day of November, 2016.

20
21 *J. Kinman*
22 *Jay Kinman owner*
23
24
25
26
27
28

Exhibit C

Fill in this information to identify the case:

Debtor 1 Jaykrishnan K. Nair

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Western District of Washington

Case number 15-12626-CMA

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>The Meadows Owners Association</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>The Meadows Owners Association</u> Name <u>c/o McLarin Mgmt, LLC, PO Box 13373</u> Number Street <u>Mill Creek, WA 98082</u> City State ZIP Code Contact phone _____ Contact email <u>support@mclarinmanagement.com</u>	_____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	Filed on _____ MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 8,282.10. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.
Delinquent condominium owners assessments.

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: 13506 34th Ave SE #87, Bothell, WA
Basis for perfection: Condominium Declaration, RCW 64.34.364
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ 415,200.00
Amount of the claim that is secured: \$ 8,282.10
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ 8,282.10
Annual Interest Rate (when case was filed) 12.00 %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/18/2017
MM / DD / YYYY

/s/ Shelly McLarin

Signature

Print the name of the person who is completing and signing this claim:

Name Shelly McLarin
First name Middle name Last name

Title Managing Agent for Creditor

Company McLarin Management LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address PO Box 13373
Number Street

Mill Creek, WA 98082
City State ZIP Code

Contact phone _____ Email support@mclarinmanagement.com

Exhibit D

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re:

JAYAKRISHNAN K. NAIR,

Debtor(s).

Case No. 15-12626-CMA

**DECLARATION OF SHELLY
MCLARIN RE: THE MEADOWS
OWNERS ASSOCIATION'S PROOF
OF CLAIM**

Shelly McLarin declares under penalty of perjury as follows:

1. I am over the age of 18, have personal knowledge of the matters set forth in this declaration and, if called upon to testify, I could and would competently testify thereto.

I have personal knowledge of the interest of The Meadows Owners Association

("Creditor") in the condominium unit at 13506 34th Avenue Southeast #87, Bothell,

Washington 98012 ("Property") that is the subject property of a concomitantly-filed proof of claim.

2. I am employed as an Association Manager with McLarin Management LLC, which is the authorized management agent for Creditor. I am authorized by Creditor to make this declaration on its behalf.

3. I am familiar with the manner and procedures by which Creditor's business records are obtained, prepared, and maintained. Those records are obtained, prepared,

1 and maintained by McLarin Management LLC's employees or agents in the performance
2 of their regular business duties at or near the time, conditions, and/or events recorded
3 therein. The records are made by persons with knowledge of the matters they record or
4 from information obtained by persons with such knowledge. I have knowledge and/or
5 access to Creditor's business records regarding the subject Property, and I have
6 personally reviewed those business records prior to executing this Declaration.

7 4. Creditor is a condominium association, responsible for the maintenance of the
8 common areas at The Meadows Condominiums, certain utilities, insurance, and other
9 amenities and services enjoyed by all members of the community. In order to fund the
10 above services, all owners of the community are obligated to pay assessments on a
11 quarterly basis.

12 5. Attached hereto as **Exhibit A** is a true and correct copy of relevant portions of
13 the Condominium Declaration for The Meadows A Condominium which provides the
14 basis for assessments and other amounts chargeable to condominium units and owners
15 within the community.

16 6. Attached hereto as **Exhibit B** is a true and correct copy of Creditor's Rules and
17 Regulations which provides the basis for \$35.00 per month late charges on accounts
18 where there are unpaid assessments. The Rules and Regulations were adopted in 2011.

19 7. Based on my review of Creditor's business records, assessments were assessed
20 against the Property each January 1, April 1, July 1, and October 1 at the following rates:

21 a. From April 2011 through January 2012, assessments were assessed at
22 \$102.00 per quarter.

23 b. From April 2012 through October 2016, assessments were assessed at
24 \$110.00 per quarter.
25

1 8. McLarin Management LLC has been Creditor's managing agent since October of
2 2016. Before that, Puget Sound Condo & HOA Management Group LLC served as
3 Creditor's managing agent from June 2016 until October 2016. Before that, Alderwood
4 Property Management, Inc. served as Creditor's managing agent from March 2011 until
5 June 2016. Puget Sound Condo & HOA Management Group LLC is no longer doing
6 business to my knowledge.

7 9. Attached hereto as **Exhibit C** are true and correct copies of the business records
8 that I received from the prior management companies for the Debtor's assessment
9 account with Creditor. There are gaps for periods between October 15, 2012 through
10 January 1, 2013, October 17, 2013 through January 1, 2015, and October 2, 2015 through
11 August 31, 2016.

12 10. I made reasonable efforts to retrieve records for the above time periods. I was
13 informed by employees at Alderwood Property Management, Inc. that they
14 deleted/destroyed their records shortly after mailing a compact disc with the
15 information to Puget Sound Condo & HOA Management Group LLC. Puget Sound
16 Condo & HOA Management Group LLC informed me that the disc they received had no
17 readable information on it. As such, certain accounting records pertinent to Debtor's
18 account has been lost or destroyed.

19 11. Despite the above missing records, I believe that the records I do have are
20 accurate and reliable. Creditor's proof of claim are based on those records.

21 12. The proof of claim includes amounts owed through the date this bankruptcy was
22 converted to Chapter 7 on October 5, 2016. Additional amounts have come due since
23 then which exist as an automatic lien against the Property pursuant to R.C.W.
24

25 64.34.364.

1 13. As none of Creditor's records indicate payment by the Debtor in many years and
2 based on the steady growth of debt between each ledger attached in Exhibit C, it is
3 unlikely that any payments were received by the former management companies during
4 the time with missing records. Nonetheless, if Debtor produces records such as
5 deposited checks sufficient to show that payments were made, Creditor will modify its
6 proof of claim accordingly.

7 14. Creditor's proof of claim is being filed in good faith and without any fraudulent
8 intent. I believe that the amounts owed are valid claims based on Creditor's records.

9 15. This declaration is being filed consistent with FRBP 3001(c)(1), which states that
10 "when a claim, or an interest in property of the debtor securing the claim, is based on a
11 writing, a copy of the writing shall be filed with the proof of claim. If the writing has
12 been lost or destroyed, a statement of the circumstances of the loss or destruction shall
13 be filed with the claim."
14

15 I declare under penalty of perjury under the laws of the United States of America
16 that the foregoing is true and correct to the best of my knowledge.

17
18 DATED this 18th day of January, 2017.


19
20
21
22
23
24
25
Shelly McLarin



Jayakrishnan Nair <jknair@gmail.com>

The Meadows - PLEASE READ

Anne Marie Bauer <ambauer@alderwoodpm.com>
To: "ambauer@alderwoodpm.com" <ambauer@alderwoodpm.com>
Bcc: jknair@gmail.com

Tue, Sep 5, 2017 at 11:03 AM

Hello Meadows Owners – as almost none of you know, your current Board of Directors sued my company in small claims court over a contract dispute. Here's what you should know.

This Board has repeatedly lied to the owners and covered up their misdeeds, inexperience, and waste of your money. At least \$15,000 has been squandered on unnecessarily paying mgmt. companies and lawyers, and more than \$33,500 of past due dues was necessarily forgiven to owners with delinquent balances because the second mgmt. company lost or refused to hand over The Meadows' financial records (your current mgmt. company contacted me about this). Will your dues increase to cover nearly \$50k in losses??

Check out the HOA website at themeadowsatmillcreek.com, and notice how they stopped posting Minutes and financial records to cover up what happened in 2016.

Glenn McLean has been the president for the last 1.5 years, despite my cautioning the Board not to install a new owner with no HOA experience as president. He lived at the property a total of 9 months and now lives off-site. He is a controlling and dishonest bully with a few gullible followers (specifically Tammy Quintanar and Howard Sun). His Board term is up for re-election in February, which is why I'm writing. I have nothing to gain by offering professional advice to you to ensure this person is not re-elected to your Board.

See attached court documents filed by me. They have slandered me and my company and exposed your HOA to legal action. It's an interesting 4-page read (double-spaced!), well worth your time.

Of course, please feel free to contact me with any questions or concerns. Best of luck to you all!

Anne Marie Bauer | Alderwood Property Management, Inc.
P.O. Box 12174 | Mill Creek, WA 98082
Phone: (425) 876-0263
ambauer@alderwoodpm.com | www.alderwoodpm.com

This email message may contain confidential and privileged information. Any unauthorized use is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

2 attachments

 **Declaration of Anne Marie Bauer.pdf**
2158K

 **Exhibit Nos. 1-7.pdf**
4853K

Exhibit E



Jayakrishnan Nair <jknair@gmail.com>

REDEMPTION ON 17-2-05181-31

Jayakrishnan Nair <jknair@gmail.com>

Tue, Jul 9, 2019 at 4:23 PM

To: "Oliver, Kathryn" <kate.oliver@snoco.org>

Cc: Larry Feinstein <lbf@chutzpa.com>, Vickie Carleton <vcarleton@hotmail.com>

Thank you Ms. Oliver. Per your suggestion kindly find the intake form and the letter of intent attached.

Looking forward to completing the redemption process at the earliest.

[Quoted text hidden]

2 attachments**Letter.pdf**
124K**REDEMPTION INTAKE REQUIREMENTS.pdf**
193K

Exhibit F

Exhibit G



FILED

2019 AUG -9 AM 10:39

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

SONYA KRASKI
COUNTY CLERK
SNOHOMISH CO. WASH

THE MEADOWS HOME OWNERS
ASSOCIATION,

NO. 17-2-05181-31

Plaintiff,

TEMPORARY ORDER RESTRAINING
ISSUANCE OF SHERIFF DEED

v.

*Hearing August 13, 2019
at 9:30 AM on Judge's
Civil Motions Calendar*

JAYAKRISHNAN K. NAIR,

Defendants.

THIS MATTER came on for consideration on the date last shown below upon the motion of Jayakrishnan Nair for a Temporary Restraining Order. The Court has considered the motion and is fully advised in the premises.

NOW, THEREFORE, it is hereby ORDERED that:

The Snohomish County Sheriff shall NOT issue a Sheriff Deed in the Above-Captioned Matter until the scheduled hearing to determine the redemption amount and extension has taken place and the Court has made a determination on this matter.

Judge/Court Commissioner

Presented by:

Jayakrishnan Nair
11031 Elliston Way NE

JAYAKRISHNAN NAIR - FILING PRO SE

April 15, 2022 - 8:06 AM

Transmittal Information

Filed with Court: Supreme Court
Appellate Court Case Number: 100,783-3
Appellate Court Case Title: Joyous Investments, LLC v. Jayakrishnan Nair
Superior Court Case Number: 17-2-05181-9

The following documents have been uploaded:

- 1007833_Exhibit_20220415075917SC600981_5420.pdf
This File Contains:
Exhibit
The Original File Name was Exhibits.pdf
- 1007833_Petition_for_Review_20220415075917SC600981_7207.pdf
This File Contains:
Petition for Review
The Original File Name was Supreme_PRV.pdf

A copy of the uploaded files will be sent to:

- mike@fulbrightlegal.com

Comments:

Sender Name: JAYAKRISHNAN NAIR - Email: JKNAIR9@GMAIL.COM

Address:

8646 230TH WAY NE

Suite, Apt, Bldg, or Other

Redmond, WA, 98053

Phone: (347) 746-2470

Note: The Filing Id is 20220415075917SC600981