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NO. 98782-3

SUPREME COURT OF THE STATE OF WASHINGTON

Court of Appeals No. 78998-8 I
(consolidated with Nos. 78995-3-I and 79871-5-I)
(related Supreme Court No. 97854-9)

COURT OF APPEALS, DIVISION I
OF THE STATE OF WASHINGTON

MIDTOWN LIMITED PARTNERSHIP, ET AL.
Plaintiffs/Respondents

v.

THOMAS F. BANGASSER, ET AL
Defendants/Appellants

ON APPEAL OF THE COURT OF APPEALS, DIVISION I,
AND THE KING COUNTY SUPERIOR COURT
NO 17-2-15457-1 SEA

SUPREME COURT REVIEW PETITION & BRIEF

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I. INTRODUCTION & IDENTITY OF PETITIONER:

This case is captioned, “Midtown Limited Partnership, et al v. Thomas F. Bangasser, et al”. More appropriately it would be titled, “*Washington State Bar Association v. BlackLivesMatter-Seattle* and Thomas F. Bangasser” because that captures the essence of what has become so wrong when the only lens applied is that of privilege, wealth, and power belonging to a monopoly that professes to defend equality and justice for all Americans – the Bar Associations.

Black Lives Matter, the most recent of many movements dating back to Abolition, toils to reveal a more complete lens through which we view justice. It forces the recognition that many citizens, especially persons of color, have rights that are continually ignored, maligned, reframed as irrelevant, and even denied altogether by the established legal and judicial system. Both attorneys and judges are members of one or more Bar Associations. They swear an oath to uphold the United States Constitution and their state constitutions. However, they interpret this through a current lens of privilege, power and convention. Increasingly, they have adopted procedures, habits, and machinations that keep their wealth, power and lens in place to the detriment of many. This sorry state stands out starkly and undeniably in this case, especially now that time has passed and a fuller view of facts, events and privileges can be known. In addition to reversing specific wrongs to all parties and especially *BlackLivesMatter-Seattle*, this Appeal gives the Washington State Supreme Court an opportunity to reset

the lens of justice in the State of Washington to become more true, equitable and aligned with the United States and Washington State Constitutions guaranteeing full and equal rights of life, liberty, and property for all.

BlackLivesMatter-Seattle (Union Street Business Association, Africatown Community Land Trust, MidTown Community Land Trust) is the nonprofit organized and “sale/gifted” by Petitioner to foster economic equality and wealth within Seattle’s African American community. As of June 19, 2020, more than \$2.8 million dollars had accrued for its benefit but has been blocked by the Washington State Bar Association (“WSBA”) lawyers and judges. This case illustrates a new Jim Crow environment denying *BlackLivesMatter-Seattle*, and similar organizations, impartiality and equal access and to the judicial process.

Pro Se Petitioner, Thomas F. Bangasser, requests the Washington State Supreme Court to review this entire matter in three parts: first, as a failure to include/remove parties appropriate for just and fair adjudication; second, breach of contract issue; and third, as a major abuse of due process by WSBA members’ conflicts of interest, tortious interference, and violation of the intent of Supreme Court of Washington Order No. 25700-B-567 Equal Access to Justice. The actions of the involved WSBA judges and lawyers threaten public confidence in the independence, integrity, and impartiality of the judiciary and impairs the fairness of the proceedings bringing the judiciary into disrepute.

“If you see something that is not right, not fair, not just, you have a moral obligation to do something about it.”

Representative John Lewis, Civil Rights Champion

II. ISSUES PRESENTED FOR REVIEW

The issues in these consolidated cases start with an individual’s contract rights but quickly expand to something far more fundamental – the constitutional and civil rights of all citizens, especially the African American Community.

Thomas F. Bangasser’s contract rights were denied in multiple ways. His individual rights were denied with regard to his wish to allow and facilitate the African American Community’s ownership of the Midtown real estate, subsequently a seat at the ownership table within the Partnership, and then subsequently access to cash when the Partnership sold its assets.

This in turn meant the African American community’s civil and constitutional rights were denied when it came to a seat at the table to purchase the entire property (they offered \$30 million dollars and that far exceeded the later non-black purchase at \$23.25 million dollars). African Americans were denied their seat at the table within the partnership based on ownership of partnership units when the lawyers refused to allow this. Finally, the African American community has been denied their civil rights by the court preventing any access to the property sale proceeds which had been gifted/sold to them by Thomas.

The various issues for consideration by the Supreme Court are:

1. Per CR19, the Court Failure to join/remove necessary and unnecessary parties
2. Breach of Contract - Arbitration Requirement
3. Washington State Bar Association
 - a. Member Conflict of Interest
 - b. Court and Lawyer Abuse of Due Process of Law

III. ARGUMENT FOR SUPREME COURT REVIEW

As the multiple lawsuits attest, these Washington State Bar Association members, as “officers of the court”, not only control both the “rule of law” and “due process” but also the financial resources, which results in an abuse of equal access to justice. See Washington State Supreme Court concerns reflected in Appendix C1 page 41, C2 page 46 and C2 page 52. When these basic features of our judicial system are abused and privileges are reserved for a few, then “systemic institutional racism” can arise and Jim Crow laws rule the land. This “privilege” to abuse the foundations of our legal system by members of the Washington State Bar Association must not be allowed to continue.

Current events in Seattle and elsewhere spurred, by the recent killings of blacks, could not be a more appropriate background to this case. Inequality, injustice, and suppression of opportunity fuel the insurrections we now experience. Equal opportunity, inclusion and property ownership

like that which the Bangasser family was positioned to offer the Black community could have changed the dynamic.

First, **CR 19 Joinder Of Persons Needed For Just Adjudication.**

Without the mandatory joinder of *BlackLivesMatter-Seattle* and Lauren M. Bangasser, there is no economic justice in this situation. CR19(a)(2)(B) states that “... *If the person has not been so joined, the court shall order that the person be made a party. ...*” (emphasis added) which the trial court judge (WSBA #12966) refused to do. Lauren was named in the December 11, 2017 Revised Demand for Arbitration (CP524). She is not a named party but has been shortchanged \$636,291.06. See Appendix B6 page 39. The trial court failed to protect her interests under the Washington State Constitution:

Article I, Section 3 “*No person shall be deprived of life liberty, or property, without due process of law.*”

Article I, Section 16 “... *No private property shall be taken or damaged for public or private use without just compensation having been first made, or paid into court for the owner, ... which compensation shall be ascertained by a jury, unless a jury be waived, as in other civil cases in courts of record, in the manner prescribed by law. ...*” (emphasis added)

Article I, Section 21 “*The right of trial by jury shall remain inviolate, ...*”.

BlackLivesMatter-Seattle experienced a similar, but more egregious prejudicial fate, at the hands of the Washington State Bar Association. It has been denied basic fundament rights under the Washington State Constitution and has received no compensation for its property ownership.

Article I, Section 3 “*No person shall be deprived of life liberty, or property, without due process of law.*”

Article I, Section 16 “... *No private property shall be taken or damaged for public or private use without just compensation having been first made, or paid into court for the owner, ... which compensation shall be ascertained by a jury, unless a jury be waived, as in other civil cases in courts of record, in the manner prescribed by law. ...*” (emphasis added)

Article I, Section 21 “*The right of trial by jury shall remain inviolate, ...*”.

BlackLivesMatter-Seattle has been shortchanged \$2,818,213.91. See Appendix B6 page 39. The lawyers and judges of the Washington State Bar Association have failed to protect Lauren and *BlackLivesMatter-Seattle* and their respective rights under the Washington State Constitution. With the trial court’s full participation, more than \$1.3 million of *BlackLivesMatter-Seattle* funds have been parked in the King County court registry KC 18-2-15741-2 SEA under a separate Complaint For Interpleader and recently WSBA #6957 amended their original complaint to include a possible claim for legal fees. These lawyers and the court have denied this nonprofit black organization a “seat at the table” of economic opportunity. These funds are greatly needed in the neighborhood, especially during this covid-19 pandemic era.

Both Lauren and *BlackLivesMatter-Seattle* are known parties in interest. Neither waived their constitutional rights to property. The trial court erred in not protecting their interests.

The trial court's decision to award judgment of \$453,441.04 as of October 31, 2018 against Bangasser & Associates, Inc. and the marital community of Melissa and Thomas Bangasser is illustrative of the trial court's lack of impartiality. Appendix D5 at page 95. At the time of Final Judgment, WSBA #6957 had already dropped all their claims against Bangasser & Associates, the marital community and Thomas but the trial court still entered judgment of \$453,441.04 against them individually and collectively. The partnership agreement had specifically excluded spouses and community property ownership yet partnership counsel (WSBA #6957) included spouses and community property in the lawsuit. See B1 – MidTown Limited Partnership Agreement at page 95 (CP 2707) “NON-OWNERSHIP BY SPOUSES”. The trial court and the other officers of the court erred by not enforcing the partnership agreement.

Second, Arbitration Required per ¶9.5 and ¶13.11 (CP 313)

See Appendix B1 page 19 and B3 page 29

On October 9, 2017 a Notice for Summary Judgment was noted for January 12, 2018 (CP 47) by WSBA #6957 but then cancelled so that he could vacation in Europe. It was not rescheduled and no motion or supporting declarations were included. The trial court (WSBA #12966) noted later that since significant discovery had taken place Petitioner had waived his arbitration rights. The rights of neither partners Lauren Bangasser nor *BlackLivesMatter-Seattle* were either advised or considered.

Under arbitration, a mutually agreed qualified real estate arbitrator with a real estate expertise would have been better able to read the contract, value the partnership and address key *“The Black Tax”* (i.e., the financial bias or prejudice applied consciously, or unconsciously, towards people of color promoting inequality in home ownership, social security, insurance, car ownership, online commerce, job searches, business, finance and the profession of law. See Appendix A1 - A Nation Built on the Back of Slavery and Racism. Appendix page 3; Appendix A2 - Negro Population Seattle 1950 And 1960 (Ghetto I); and Appendix page 9 Appendix A3 - MidTown Value Proposition. Appendix page 11. They set the historical context.

In addition, the partnership’s lawyers (WSBA #3055 #6957 #7872) were required by the partnership agreement to pursue arbitration. Appendix page 29. Contrary to the agreement, the trial court (WSBA #12966) mandated mediation. It is worthy to note that all parties wanted arbitration but just at different times. The order signed by the trial court denying arbitration was prepared by the partnership’s WSBA #6957.

On December 19, 2017 WSBA #6957 filed 1st Partial Summary Judgment (CP 484) setting a hearing date for March 16, 2018 (CP 484). This notice was 12 days after Lauren Bangasser, Melissa Bangasser and Thomas Bangasser had filed their **Demand for Arbitration** on December 7, 2017 (CP 524).

On July 9, 2018 Petitioner filed the **Jury Demand** (CP 2323) more than two weeks before MidTown’s 2nd Partial Summary Judgment hearing

on July 27, 2018 (CP 1237). See Appendix B5 page 35. The trial judge abused Petitioner's constitutional due process contract right to arbitration (unless mutually waived by all parties) and subsequently Petitioner's right to a jury trial prior to the 3rd Partial Summary Judgment hearing on September 21, 2018. Petitioner never waived his right to either arbitration or trial by jury.

The trial judge dismissed all Petitioner claims "with prejudice" but dismissed any (WSBA #6957) Plaintiffs' claims "without prejudice" and awarded punitive judgment fees and expenses against Defendant in the amount of \$453,441.04. Equal access to justice? See Appendix D4 page 73, D5 page 87 and D6 page 98 for the three Summary Judgment Orders. WSBA #6957 is also allowed to relitigate its dismissed claims. Here the trial court (WSBA #12966) shows its "Pro Se prejudice" vs "WSBA bias". This double standard is evident and illustrates a judicial environment known as the "stacked deck" eroding public confidence in the judiciary. See CJC Canon 1, Rule 1.2. Justice has not been served.

Third, the **Washington State Bar Association**.

Article I, Section 12 "No law shall be passed granting any citizen, class of citizens, or corporation other than municipal, privileges or immunities which upon the same terms shall not equally belong to all citizens or corporations."

This case illustrates a very expensive lawyer hostile takeover, asset liquidation at significantly below fair market value, ownership reallocations and unequal distributions orchestrated by three senior SuperLawyers™,

members of the Washington State Bar Association (WSBA #3055, #6957, #7872). Additional members include judges (WSBA #2148, #5333, #7671, #12966, #14895, #24767, #12966) and more lawyers (WSBA #40855, #7786, #21833, and #14456). Rules of Professional Conduct

In addition to the initial three law firms (K&L Gates, Sirianni Youtz Spoonemore and Davis Wright Tremaine) the law firm list includes six additional firms Alston Courtnage & Bassetti; Tupper/Mack/Wells; Foster Pepper; Riddell Williams; Harrison-Benis; and the Ascension Law Firm - to name just a few at last count. Since June 22, 2015, more than \$2.5 million has been paid to these lawyers and their law firms without the required the court scrutiny required by law. Applicable law RPC 1.1 Competence with the Law, RPC 1.3 Diligence, RPC 1.13 Organization as Client, RPC 1.7 thru 1.10 Conflict of Interest, RPC 1.16 Declining or Terminating Representation, RPC 3.3 Candor Toward the Tribunal, and RPC3.4 Fairness to Opposing Party

On June 22, 2017, WSBA #3055 announced that he was withholding \$1 million dollars from Petitioner (1 unit), Lauren Bangasser (4 units) and *BlackLivesMatter-Seattle* (6 units) to address “potential costs and contingent liabilities”. That works out to \$90,909 per unit and thus Petitioner was being assessed \$90,909, Lauren (not a party to the litigation) was being assessed \$363,636, and *BlackLivesMatter-Seattle* (also not a party to the litigation) was being assessed \$545,455. See Appendix B6 page 39. This money plus a bank loan have been used primarily to pay excessive

WSBA #6957 fees and expenses plus judgments, interest and legal fees for other WSBA #6957 clients. Limited accountings have been provided but access to supporting invoices and reports have been blocked claiming “attorney client privilege” while withholding all funds from *BlackLivesMatter-Seattle*. WSBA #6957’s rationale for withholding is a “Risk of Paying Twice”. However, in his amended and supplemental complaint, filed June 20, 2019 in that lawsuit, he asserts his substantial claim against the funds plus additional claims as the court might decide. Perspective and wisdom might be found in the Mission Statement of the King County Law Library: “*Without Access to Information, There is No Justice.*”.

WSBA #6957 has a conflict of interest claiming to represent the partnership, successor general partners, judgment creditors, some limited partners, and WSBA #3055 while refusing to comply with the provisions of the limited partnership agreement, failing to timely provide the necessary financial and management information to all the partners as required by RCW 25.10, withholding partnership distributions from some partners, etc. Written informed consent to his conflict of interest was never given. RPC 1.13(g) provides clarification per the last part of the rule “.. *the consent shall be given by an appropriate official of the organization other than the individual who is to be represented, or by the shareholders.*” In this case, Lauren and Thomas were the only untarnished “shareholders” and Comment [10] Clarifying the Lawyer’s Role provides further guidance:

“... Care must be taken to assure that the individual understands that, when there is such adversity of interest, the lawyer for the organization cannot provide legal representation for the constituent individual, and that discussions between the lawyer for the organization and the individual may not be privileged.”

Here, WSBA #6957 sought to concurrently represent WSBA #3055 and another client separately on basically the same promissory note issue but he could make more money in reimbursable lawyer fees by filing separate lawsuits. Lawyer conflict of interest is further governed by RPC 1.7. A concurrent conflict of interest exists if at (a)(2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer’s responsibilities to another client, a former client or a third person or by a personal interest of the lawyer. And at (b)(4) each affected client gives informed consent, confirmed in writing.

Comment [1] “Loyalty and independent judgment are essential elements in the lawyer’s relationship to a client. [4] If a conflict arises after representation has been undertaken, the lawyer ordinarily must withdraw from the representation, unless the lawyer has obtained the informed consent of the client under the conditions of paragraph (b).

Referring to Comment [15] to RPC 1.7(b)(1)

“Consentability is typically determined by considering whether the interests of the clients will be adequately protected if the clients are permitted to give their informed consent to representation burdened by a conflict of interest.”

Based on the number of WSBA law firms and lawyers concurrently representing all the Plaintiffs, it would appear that the criteria reflected in Rules 1.1 (competence) and 1.3 (diligence) does not apply to these members when the trial court determines an applicable rate and reasonable hours

under the lodestar formula to all fees directly and indirectly chargeable against the parties.

“The Game of Courts” Background

Call it “BullyLaw”, a “Game of Courts” or just a “Stacked Deck” there is no need to rehash alleged facts. Special consideration should be given in the context that *BlackLivesMatter-Seattle* made a \$30 million offer on December 22, 2014 and the MidTown Value Proposition (Appendix A3 page 11) was presented to all stakeholders in early June 2015. WSBA #3055 and WSBA friends then orchestrated a hostile takeover resulting in a \$23.25 million selling price 2.5 years later.

RPC 3.3 requires candor towards the tribunal. WSBA #6957 failed to include all necessary parties and inform the trial court prior to the March 2018 Partial Summary Judgment hearing and all subsequent hearings.

Since 2015, *BlackLivesMatter-Seattle*, Lauren Bangasser and Petitioner have lost the use of their funds due to the tortious conduct of these various WSBA members.

IV. CONCLUSION & RELIEF REQUESTED

Ironically, this litigation arose in King County, Washington, renamed for assassinated civil rights leader Martin Luther King, who laid bare the civil rights violations and injustices toward Blacks. This case illustrates the subtle black/white inequalities dividing our neighborhoods

and communities. This is an old story. If one thinks African Americans have finally achieved equality under the law, we only need to examine what happened in this case to find evidence to the contrary.

On December 22, 2014, some members of the Bangasser Family attempted to address this increasing black/white wealth inequality by initiating a \$30 million dollar sale/purchase of the largest under-developed block in Seattle's historically black neighborhood to a nonprofit community organization now known as *BlackLivesMatter-Seattle* would have created a new real estate model of racial inclusiveness and ownership at a scale that could change the fortunes of most every community member and promote a thriving black neighborhood instead of an environment that prices out black neighbors and makes them feel like foreigners as they walk their own gentrified streets. See

Unfortunately, this win/win opportunity never materialized due to an internal hostile take-over orchestrated by members of the Washington State Bar Association, the May 2017 sale for only \$23.25 million and what ensued from the resulting lawsuits.

Most African Americans only dream of a safe, equal opportunity for "life, liberty and property" as set out in the Declaration of Independence – or attain an equal seat at the table of economic inclusiveness. That dream has been delayed, or minimized, for more than 400 years since the first African slaves arrived in Jamestown, Virginia in 1619. It's been almost 250 years since the United States Declaration of Independence was signed in

1776 and when a slave, being property, counted as only 3/5th of a person. It has been more than 150 years since President Abraham Lincoln signed the Emancipation Proclamation in 1863, but the dream was delayed again when Jim Crow laws sprouted post-emancipation in order to continue suppressing black rights and economic opportunities. The 1865 promise of ownership and the opportunity to accumulate wealth provided with “*40 acres and a mule*” was never realized due to Jim Crow. This is the backstory and inspiration behind another thwarted attempt to give the black community its rightful seat at the table and to facilitate the sale of real estate to its African American community.

Relief Requested

Based on the information provided above and a review of the record, the Washington State Supreme Court is requested to:

First, direct immediate payment to *BlackLivesMatter-Seattle* \$2,818,214, to Lauren M. Bangasser \$636,291, and Thomas F. Bangasser \$469,702 plus accrued interest at 12% per annum since June 19, 2020;

Second, reject and void all trial court orders and associated legal fees and expenses and submit this entire dispute to binding arbitration pursuant to the partnership agreement;

Third, require return of all fees, costs and expenses paid by or on behalf of MidTown Limited Partnership and/or Petitioner, Defendants and Appellants pending determination by the arbitrator.

Fourth, submit to binding arbitration the determination of the true value of the partnership as required for June 22, 2015, January 1, 2016 and May 23, 2017 to determine what impact the “*The Black Tax*” has and to also determine the reasonableness and necessity of all partnership expenses;

Fifth, award *BlackLivesMatter-Seattle*, Lauren and Petitioner, reasonable fees and expenses for all trial and appeal work and such other relief as the Supreme Court deems appropriate and equitable.

Dated this 3rd day of August, 2020 at Vashon Island, Washington.

/s/ Thomas F. Bangasser
Thomas F. Bangasser

APPENDIX

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CERTIFICATE OF SERVICE

The undersigned certifies, under penalty of perjury under the laws of the State of Washington, that on the date below he forwarded for filing with the Supreme Court for the State of Washington the foregoing SUPREME COURT REVIEW PETITION & BRIEF dated August 3, 2020 and emailed pdf on this date to the following attorneys for Plaintiffs/Respondents as indicated below:

By Email:

Stephen J. Sirianni (WSBA #6957) steve@sylaw.com
Ann E. Merryfield (WSBA #14456) ann@sylaw.com
c/o 3101 Wester Avenue, Suite 350
Seattle, Washington 98121

Dated this 3rd day of August, 2020 at Vashon Island, Washington.

/s/ Thomas F. Bangasser

Thomas F. Bangasser

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APPENDIX

A1

JUST
THE FACTS

A NATION BUILT ON THE BACK OF SLAVERY AND RACISM

Why Reparations?

It began with **246 years** of legal slavery in which we extracted wealth from the lives of African Americans. At the time of the Civil War, close to **4 million African Americans** were enslaved, **13 percent of America's total population**. After the war, institutional injustices focused on stealing their land and jobs and ensuring that African Americans did not build wealth as fast as the rest of Americans. The economy we have today was built on this.



1 Slavery launched modern capitalism and turned the U.S. into the wealthiest country in the world.

Slave-harvested cotton dominated the 19th-century international market.

U.S. COTTON PRODUCTION

1859
2.25 billion pounds

1790 1.5 million pounds

U.S. COTTON USED IN BRITISH TEXTILE INDUSTRY
By the 1830s

77%



Cotton built New York City into a commercial and financial center.

For every dollar cotton made, about 40 cents ended up in New York as the city supplied insurance, shipping, and financing.

NEW YORK'S SHARE OF ALL COTTON REVENUE

40%

At the outbreak of the Civil War, the market value of slaves in the U.S. exceeded that of banks, factories, and railroads combined.

Slaves' worth \$3 billion

48% of total wealth of the South in 1860

Currency in circulation \$450 million

The nation paid reparations to slave holders—not to slaves.

No

40 ACRES AND A MULE

President Andrew Johnson overturned Gen. Sherman's famous promise, which would have redistributed roughly 400,000 acres to newly freed black families.

\$300

PER FREED SLAVE

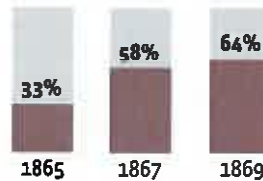
On April 16, 1862, President Abraham Lincoln signed a bill ending slavery in the District of Columbia, providing for compensation to former owners

Vagrancy laws allowed police to sweep up black men and then rent them out as convict labor.

Following the war, convict leasing programs shifted the Southern prison populations to predominantly black.



BLACK CONVICTS IN NASHVILLE, TENNESSEE'S MAIN PRISON



2 Emancipation did not bring economic freedom to former slaves.

Discriminatory business policies kept white people economically ahead.

Black Codes were enacted to stop African Americans from owning their own businesses.

BUSINESS LICENSING FEES Under Black Codes in 1870



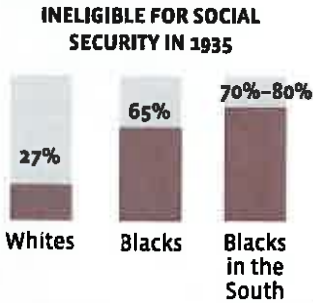
Southern merchants used unfair credit to impede black wealth building.

INTEREST RATES CHARGED BY MERCHANTS 1881-1889



Social safety nets have missed African Americans.

Social Security originally excluded domestic and agricultural workers—mostly African Americans, especially in the South.



4
The result:
African Americans have not been able to get a foothold in the economy.

The income gap has not budged since 1970.

3
Discriminatory policies then kept African Americans from receiving help other citizens received.

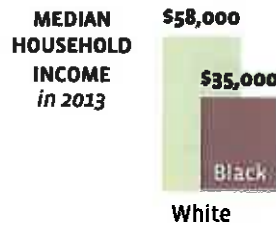
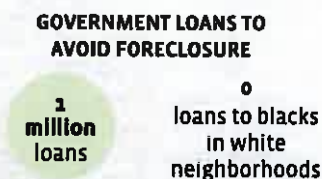
Racist policies contributed to the decline of black farmers.

By 1982, only 1.5 percent of farmers were black, and the USDA's Civil Rights Office—which investigated loan program discrimination complaints—was closed.



Money meant for distressed homeowners supported segregation.

In 1933, the Home Owners' Loan Corporation was created and helped more than 1 million homeowners. The HOLC was the origin of "redlining" maps.



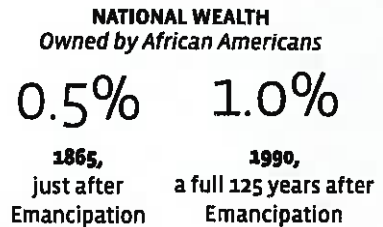
For every dollar of assets white households have ...



... black households have a dime.

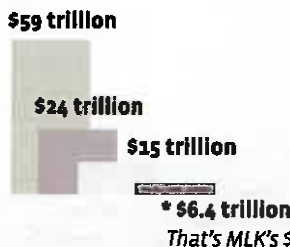
African Americans have barely any of the nation's wealth, and therefore little to pass down to future generations.

Economists estimate that up to 80 percent of lifetime wealth accumulation depends on intergenerational transfers.



Can we calculate the economic damages?

Estimates range from:



Martin Luther King Jr. calculated that making good on the promise of 40 acres and a mule (\$20 a week since the late 1700s for 4 million slaves) would total \$800 billion.* "They owe us a lot of money."

Source citations at yesmagazine.org/JTF74
 YES! infographic by Jeff Neumann and Tracy Loeffelholz Dunn.
 Research by Heidi Bruce and Clo Copass. Images from Library of Congress.

Jeff Neumann and Tracy Loeffelholz Dunn designed this infographic for [Make It Right](#), the Summer 2015 issue of YES!



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APPENDIX

A2

CONTOUR LINES DRAWN FROM POINT OF HIGHEST LAND LEVEL AT ONE-MILE INTERVALS

NEGRO POPULATION SEATTLE: 1950 AND 1960

- GHETTO - PART I
- GHETTO - PART II
- INTERRACIAL
- PIONEER - to 13 Negroes inclusive
- NON-NEGRO
- REJECTS

NOTE:

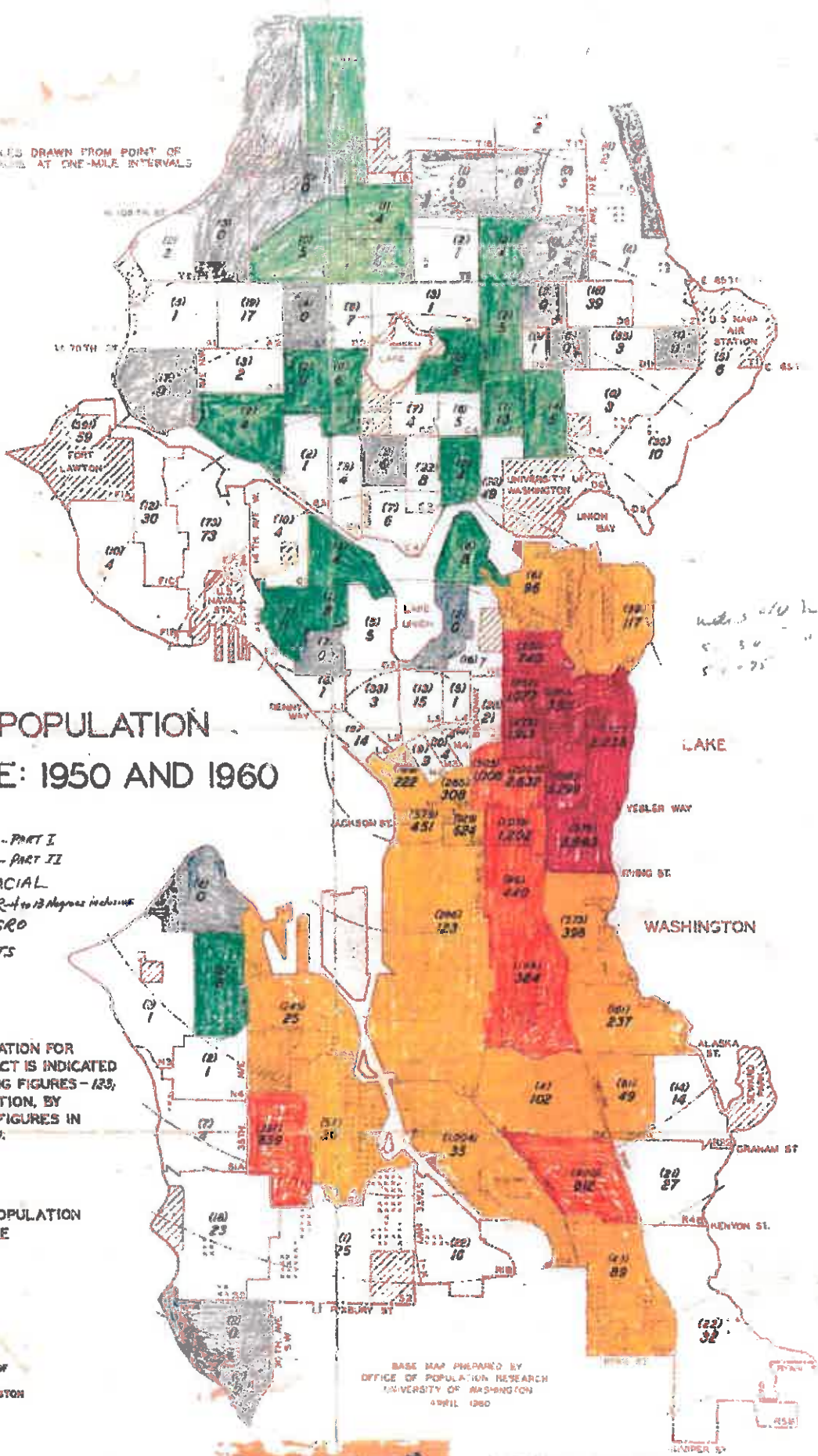
THE 1960 POPULATION FOR EACH CENSUS TRACT IS INDICATED BY LARGE SLANTING FIGURES - 1960, THE 1950 POPULATION, BY SMALL SLANTING FIGURES IN PARENTHESES - 1950.

**TOTAL NEGRO POPULATION
CITY OF SEATTLE**

1930	3,308
1940	3,789
1950	15,888
1960	26,901

THIS CHART PREPARED UNDER THE DIRECTION OF CALVIN E. SCHMID UNIVERSITY OF WASHINGTON SEATTLE 1961

BASE MAP PREPARED BY OFFICE OF POPULATION RESEARCH UNIVERSITY OF WASHINGTON 4 APRIL 1960



APPENDIX

A3

**MIDTOWN LIMITED PARTNERSHIP
VALUE PROPOSITION
JUNE 2015**

In 1941, our grandfather - J.T. Sheffield - purchased two commercial real estate lots on the southeast corner of Seattle's 23rd & East Union. Over the following 75 years, seven additional lots were acquired and today the MidTown Center occupies an entire city block (106,189 sq.ft. / 2.44 acres). While owned by the MidTown Limited Partnership, it has been managed for the Bangasser Family these past 25 years by its General Partner, Thomas F. Bangasser.

The MidTown Center has a dual value proposition:

- First, as a great "location – location - location" real estate investment in the heart of Seattle that has grown, appreciated and cash-flowed through five generations; and,
- Second, as a living tangible example that "Black Lives Matter" through ownership, jobs and opportunities for people of color - a shared moral responsibility taught by our parents Paul and Margaret Bangasser and symbolically represented by the James W. Washington Fountain.

As a result of these two tandem values, many local African and African American businesses have called Seattle's 23rd & East Union home. Without major anchor tenant support from the United States Postal Service and the Washington State Liquor Control Board, this might not have happened. Their anchor financial support counterbalanced years of socio-economic racism and redlining. Now, the property needs to be redeveloped and thus a majority of the owners have elected to sell.

Our hope is that any future owner respects and enhances these values; builds upon the entrepreneurial black leadership by our tenants; and continues to utilize the many helping hands needed to rebuild a thriving neighborhood around Seattle's 23rd & East Union.

The new MidTown represents a very unique Seattle legacy opportunity!



Thomas F. Bangasser, General Partner
MidTown Limited Partnership
c/o J.T.Sheffield Building
18850 103rd Avenue SW – Suite 101
Vashon Island, Washington 98070-5250
(206) 323-7575 jts@bangasser.com

APPENDIX

B1

**AGREEMENT OF LIMITED PARTNERSHIP
OF
JTS:MID-TOWN LIMITED PARTNERSHIP**

TABLE OF CONTENTS

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ARTICLE XI - Other Business of Partners
ARTICLE XII - Special and Limited Power of Attorney
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THIS AGREEMENT OF LIMITED PARTNERSHIP is made as of the 1st day of November, 1988, by and between Bangasser & Associates, Inc. (the "General Partner") and those persons signing this Agreement as limited partners (the "Limited Partners"), all of whom are hereinafter sometimes referred to as the "parties."

RECITALS

The Limited Partners, as tenants in common, own undivided interests in certain real property and other assets and desire to provide for the management and investment in such property and in other properties, in a form which

will most effectively accomplish their objectives. The General Partner has experience and skill in the management of investment properties.

NOW, THEREFORE, it is hereby agreed as follows:

**ARTICLE I
Formation of Partnership**

1.1 The parties hereby form a limited partnership under the terms and conditions set forth herein. Except as otherwise provided herein, the rights and liabilities of the parties shall be governed by the Uniform Limited Partnership Act of the State of Washington (the "Act").

1.2 The General Partner shall forthwith execute and file with the appropriate county or state offices Certificates of Limited Partnership in the form required by Section 2 of the Act.

**ARTICLE II
Partnership Name, Purpose, Place of Business & Term**

2.1 **Name.** The business of the partnership shall be conducted under the name of "JTS:Mid-Town Limited Partnership."

2.2 **Purpose.** The character of the partnership business is the investment in real property and other assets, including without limitation, the purchase, ownership, management, operation and disposition of real estate (including the real properties described in Exhibit A attached hereto and by this reference made a part hereof), and the conduct of other, related business in the State of Washington and in other states.

2.3 **Place of Business, Specified Office and Registered Agent.** The business address and specified office of the partnership is 1162 22nd Avenue East, Seattle, Washington 98112. The business address may be changed from time to time by the general partner. The agent of the partnership for service of process at such address shall be Thomas F. Bangasser.

2.4 **Term.** The partnership shall commence on the date of the filing of a Certificate of Limited Partnership in the office of the Washington Secretary of State, and shall continue for a period of fifty (50) years, unless otherwise terminated pursuant to any provision of this Agreement.

ARTICLE III
Definitions

3.1 **Initial General Partner.** The name and address of the initial General Partner is as follows:

Bangasser & Associates, Inc.
1162 22nd Avenue East
Seattle, Washington 98112

The initial General Partner shall own one or more units of general partnership upon the execution of this Agreement, as more specifically provided in Section 4.2. Only a person or entity holding units of general partnership may be a General Partner of this partnership within the meaning of the Act.

3.2 **Initial Limited Partners.** The names and addresses of the initial Limited Partners are as set forth in Section 4.2 hereof. Each of the initial Limited Partners shall own one or more units of the limited partnership upon the execution of this Agreement.

3.3 **Limited Partner.** A Limited Partner shall be each person owning one or more units of limited partnership, including each initial Limited Partner and such other persons as are admitted to the partnership and become owners of units of limited partnership pursuant to this Agreement.

3.4 **Partnership Interest.** The ratio of the number of partnership units, both general and limited, owned by a partner to the aggregate number of partnership units, which aggregate number shall be one hundred (100), shall be such partner's "partnership interest."

3.5 **Partners.** The term "partners" shall refer collectively to the General Partner and to the Limited Partners.

3.6 **Partnership.** The term "partnership" shall refer to the limited partnership formed pursuant to this Agreement.

3.7 **Partnership Unit.** The partnership interest of the General Partner and of each Limited Partner shall be measured in terms of partnership units. The partnership shall be divided into one hundred (100) partnership units, of which one (1) shall be "units of general partnership" and ninety-nine (99) shall be "units of limited partnership." Each partnership unit, whether a unit of general partnership or a unit of limited partnership, shall at all times represent an equal, undivided interest in the assets and liabilities of the partnership.

ARTICLE IV
Capital Contributions and Structure of Partnership

4.1 **Structure of Partnership.**

A. **The Partners.** The parties shall constitute all of the partners upon the execution of this Agreement.

B. **Initial Capital.** The initial capital of the limited partnership shall be the property described in Exhibit A hereto. The partners shall contribute the initial capital in accordance with their partnership interests as

provided below in Section 4.2.

4.2 **Capital Contributions and Partnership Interests.** The initial capital of the partnership and its ownership shall be as follows:

Name/Address	Partnership Units Gen.	Partnership Units Ltd.	Partnership Interest (% Initial Capital)	Value
Bangasser & Associates, Inc. 1162 22nd Ave. East Seattle, Washington 98112	1	0	1%	\$ 9,123
Margaret E. Delaney 1106 2nd Street #205 Encinitas, California 92024	0	3	3%	27,368
Mary E. Becker 5269 140th N.E. Bellevue, Washington 98005	0	3	3%	27,368
Paul E. Bangasser Pres des L'Englise Place ... Grilly sur Divonne 01230 France	0	3	3%	27,368
Thomas F. Bangasser 1162 22nd Ave. East Seattle, Washington 98112	0	3	3%	27,368
Hugh F. Bangasser 916 36th Ave. Seattle, Washington 98122	0	3	3%	27,368
Katharine J. Bangasser-Riss 2207 East McGraw Seattle, Washington 98112	0	3	3%	27,368
Caron M. O'Leary 1162 22nd Ave. East Seattle, Washington 98112	0	3	3%	27,368
Carol A. Zarek 10519 Durland Ave. N.E. Seattle, Washington 98125	0	3	3%	27,368
Elizabeth Bangasser 3251 11th Ave. West Seattle, Washington 98119	0	3	3%	27,368
The Bangasser Trust 1162 22nd Ave. East Seattle, Washington 98112	0	72	72%	656,844
TOTALS	1	99	100%	\$912,279

4.3 **Subsequent Capital Contributions.** The General Partner may by written notice to the Limited Partners request additional contributions to the capital of the partnership. Each Limited Partner shall have the right, but not the obligation, to contribute his or her respective percentage, based upon the number of units of limited partnership

owned, of the additional capital required. If any Limited Partner declines to contribute additional capital, the remaining Limited Partners may increase their contributions proportionately. The capital accounts of the partners shall be adjusted to reflect the additional capital contributions.

4.4 **Individual Capital Accounts.** An individual capital account will be maintained for each partner, to which will be credited or debited, as the case may be, his or her or its capital contributions or withdrawals (computed at the fair market value thereof) and share of partnership income, gains, losses and deductions. The capital accounts shall at all times reflect the allocation of each partner's capital between the units of general partnership and the units of limited partnership then held. Capital accounts shall be maintained in accordance with the federal income tax accounting principles required by Section 704 of the Code and regulations thereunder.

ARTICLE V

Profits and Losses; Financial and Accounting Matters

5.1 **Methods of Accounting.** The partnership shall keep accurate books of account on a cash basis. The General Partner shall readily disclose items which the partners must take into account separately for income tax purposes and will submit to each partner a copy of the partnership federal income tax return no later than March 15 of each year. Unless challenged by a partner within three (3) months thereafter, the partnership federal income tax return shall constitute a stated account conclusive among all of the partners except as to matters relating to valuation of assets which is governed by Sections 7.6 and 9.5. Sound accounting principles consistently applied shall govern. The books of the partnership shall be maintained at the principal place of business of the partnership and shall be made available for inspection and copying at the reasonable request and expense of any partner during ordinary business hours.

5.2 **Fiscal Year.** The fiscal year of the partnership shall be the calendar year.

5.3 **Distributive Shares and Other Distributions.** The profits or losses of the partnership and all items of gain, deduction, and credit for income tax purposes shall be allocated to each of the partners, general and limited, in proportion to their respective partnership interests; provided, however, that the partnership shall make special allocations for tax purposes of gain, loss, or deductions attributable to contributed property in the manner required by Section 704(c) of the Code. The net profits of the partnership available for distribution after payment of partnership liabilities then due, less reserves for the reasonable needs of the business of the partnership, may be distributed at such times as the General Partner may determine; provided, however, that the General Partner shall have complete discretion to reinvest partnership profits in accordance with Section 7.1 hereof, except as otherwise limited by Section 7.3. Consistent with sound business and accounting practices, the General Partner is authorized to set aside a reasonable reserve for the principal payments on partnership indebted-

ness, necessary capital expenditures, taxes, repairs, insurance, and other reasonable expenses of the business. All distributions of profits shall be made to the partners in the ratio of their partnership interests.

5.4 **Other Compensation to Partners.** No interest shall be paid on capital accounts. The General Partner shall receive fair compensation for its services, the amount of which shall be determined in writing from year to year by partners holding a majority of partnership units. The payment of such salary shall be an obligation of the partnership only to the extent that there are partnership assets available therefor and shall not be an obligation of the individual partners. Salaries shall be treated as an expense in determining the net profits or net losses of the partnership.

5.5 **Liability of Limited Partners for Partnership Losses.** No Limited Partner shall be personally liable for any of the debts of the partnership nor for any of the losses thereof beyond the amount of his or her capital interest in the partnership, anything herein to the contrary notwithstanding.

5.6 **Rights of Limited Partners.** A Limited Partner shall have all of the rights granted to a Limited Partner by the laws of the State of Washington, anything to the contrary in this Agreement notwithstanding.

5.7 **Indemnification of Partners.** The partnership shall promptly reimburse and indemnify each partner in respect to payments reasonably made and personal liability reasonably incurred by him or her in the ordinary course of partnership business or for the preservation of the partnership or its property. Any partner who incurs partnership liability without authority to do so shall indemnify, defend and hold harmless the partnership and the other partners against the entire amount of such liability.

ARTICLE VI

Property

6.1 **Partnership Property.** The property described in Section 4.1 is partnership property. Other property may be contributed to the partnership by the unanimous agreement of the partners. All partnership property shall be recorded in the partnership capital accounts as provided in Section 4.4, and the difference between the tax basis of the contributed property and the fair market value thereof shall be taken into account as required by Section 704(c) of the Code. (See Section 5.3 of this Agreement.) The partners may by agreement adjust the allocation of partnership units set forth in Section 4.2 and Section 4.3 to be in proportion to their aggregate capital contributions.

ARTICLE VII

Management Duties and Restrictions

7.1 **Management.** The General Partner shall have the exclusive right and power to manage and operate the partnership and to do all things necessary or appropriate to carry on the business of the partnership. Without limiting the generality of the foregoing, the General Partner is speci-

cally authorized and empowered, without any further consent of the Limited Partners to reinvest partnership profits, to effect the lease or rental of property on behalf of the partnership, and to do all acts and execute all documents necessary or desirable (in the opinion of the General Partner) in connection therewith. Except as otherwise expressly provided herein, the General Partner shall in addition have all rights and powers of a General Partner as provided in the Act. The Limited Partners shall have no right to participate in the management of the business nor any power to sign for or bind the partnership.

7.2 Voting Rights of Partners. The partners shall have voting rights, with respect to the matters provided in Section 7.3 of this Agreement, in proportion to the units of partnership owned by them. In the event of a difference of opinion among the partners with respect to such matters, the decision of those holding a majority of the partnership units shall prevail.

7.3 Matters Requiring Approval of Limited Partners. The General Partner shall not, without the approval of partners holding at least sixty percent (60%) of the limited partnership units, do any of the following:

- (a) Assign the partnership property in trust for creditors or for the assignee's promise to pay the debts of the partnership;
- (b) Do any act which would make it impossible to carry on the ordinary business of the partnership;
- (c) Confess a judgment;
- (d) Submit a partnership claim to arbitration or reference, except pursuant to a contract by which the partnership is bound;
- (e) Pledge or transfer in any manner its interest in the partnership, except as expressly provided herein;
- (f) Do any of the acts for which approval of limited partners is required by other sections of this Agreement or by law;
- (g) Sell or purchase any partnership real property;
- (h) Encumber any partnership real property as collateral for a loan to the partnership if the amount of the loan exceeds fifty percent (50%) of the fair market value of the partnership real property;
- (i) Dissolve, wind up and terminate the partnership;
- (j) Admit an additional or successor General Partner; or
- (k) Amend this Agreement.

7.4 Duties and Restrictions of Limited Partners. No Limited Partner shall participate in the management of the partnership business. Any right herein granted to the Limited Partners to approve the compensation of the General Partner, or to approve or disapprove of the matters described in Section 7.3, shall not be construed as a right to participate in the business of the partnership. Notwithstanding anything contained herein, the Limited Partners shall have the right to propose, approve, or dis-

approve any of the matters identified in RCW 25.10.190(f). Each Limited Partner shall look solely to the assets of the partnership for all distributions with respect to the partnership, his or her capital contributions thereto, and share of profits and losses thereof, and shall have no recourse therefor, upon dissolution or otherwise, against the General Partner or any other Limited Partner.

7.5 Bank Accounts. The partnership shall maintain such bank accounts as the General Partner may determine. Checks shall be drawn for partnership purposes only and may be signed by the General Partner or by any person designated by the General Partner. All money received by the partnership shall be deposited in the partnership account or accounts.

7.6 Annual Valuation. Promptly following the end of each fiscal year of the partnership, the General Partner shall determine the fair market value of the partnership and shall notify the Limited Partners thereof. Any Limited Partner may, within thirty days after receipt of the notice of value, request in writing an appraisal of the value of the real estate. Upon receipt of such request, the General Partner and requesting partner shall endeavor to agree on a single appraiser to make the appraisal. In the event they are unable to agree, each shall appoint an appraiser, and those two appraisers in turn shall appoint a third appraiser, who shall make the appraisal. The expenses of the appraisal shall be paid by the partnership, provided, however, that if the appraised value is within fifteen percent (15%) of the value determined by the General Partner, the partner requesting the appraisal shall bear the entire cost of the appraisal.

7.7 Removal of General Partner. The General Partner may be removed at the request in writing of partners holding at least sixty percent (60%) of the limited partnership units. The General Partner shall also be deemed to have been removed upon bankruptcy, insolvency or dissolution of a corporate General Partner, or the death, incompetency or bankruptcy of an individual General Partner. In the event of removal, the General Partner shall be deemed to have withdrawn pursuant to Subsection 8.1(b)(4).

7.8 Meetings of Limited Partners.

(a) Meetings of the Limited Partners to vote upon any matters on which the approval or consent of the Limited Partners is required or on which the Limited Partners are authorized to take action under this Agreement may be called at any time by the General Partner and shall be called by the General Partner within ten (10) days after receipt of a written request for such a meeting signed by one or more Limited Partners owning percentage interests constituting in the aggregate more than ten percent (10%) of the percentage interests of all Limited Partners. Any such request shall state the purpose of the proposed meeting and the matters proposed to be acted upon at such meeting, including a verbatim statement of the wording of any proposed amendment to this Agreement. Meetings shall be held at the principal office of the Partnership or at such other place as may be designated by the General Partner or, if the meeting is called upon the written request of Limited Partners, as designated by such Limited Partners.

(b) Notification of any meeting to be held pursuant to this Section 7.8 shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting, to each Limited Partner at his or her record address, or at such other address which he or she may have furnished in writing to the General Partner. Such notice shall be in writing; shall state the place, date and hour of the meeting; and shall indicate that the notice is being issued at or by the direction of the Partner or Partners calling the meeting. The notice shall state the purpose or purposes of the meeting and the matters proposed to be acted upon at such meeting, including a verbatim statement of the wording of any proposed amendment to this Agreement. If a meeting is adjourned to another time or place, and if an announcement of the adjournment of time or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting. No notice of the time, place or purpose of any meeting of Limited Partners need be given to any Limited Partner who attends in person or is represented by proxy, except for a Limited Partner attending a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business on the ground that the meeting is not lawfully called or convened, or to any Limited Partner entitled in such notice who, in a writing executed and filed with the records of the meeting, either before or after the time thereof, waives such notice.

(c) Each Limited Partner may authorize any person or persons to act for him or her by proxy with respect to any matter in which a Limited Partner is entitled to participate, whether by waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Limited Partner. No proxy shall be valid after the expiration of twelve (12) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Limited Partner executing it.

(d) Any matter for which the approval or consent of the Limited Partners is required or for which the Limited Partners are authorized to take action under this Agreement or under applicable law may be approved or action may be taken by the Limited Partners without a meeting and shall be as valid and effective as action taken by the Limited Partners at a meeting assembled, if written consents to such action by the Limited Partners are signed by the Limited Partners owning percentage interests constituting in the aggregate the percentage interest required to approve or otherwise authorize such action, and such written consents are delivered to the General Partner.

(e) Personal presence of the Limited Partners shall not be required at any meeting, provided an effective written consent to or rejection of the action proposed to be taken at such meeting is submitted to the General Partner. Attendance by a Limited Partner and voting in person at any meeting shall revoke any written consents or rejections of such Limited Partner submitted with respect to action proposed to be taken at such meeting.

7.9 Annual Report to Limited Partners. The General Partner shall send at partnership expense to each Limited Partner within one hundred twenty (120) days after the end of each fiscal year of the Partnership, an annual report, which shall include a balance sheet, a statement of income and expenses, a statement of changes in partners' capital, and a statement of the balances in the capital accounts of the Partners.

ARTICLE VIII Dissolution of the Partnership

8.1 Causes of Dissolution.

(a) The partnership shall not be terminated by the death, insanity, withdrawal or bankruptcy of any limited partner.

(b) The partnership shall be dissolved only upon the occurrence of any of the following events:

(1) The expiration of the term of the partnership as set forth in Section 2.4;

(2) The disposition of all partnership assets;

(3) The written consent or affirmative vote to dissolve and to terminate the partnership by Limited Partners owning at least sixty percent (60%) of the units of the limited partnership; or

(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.

8.2 Election by Remaining Partners to Continue Partnership. Upon the occurrence of an event specified in subsection 8.1(b)(4), the remaining partners may, by the affirmative vote of those partners owning at least fifty-one percent (51%) of the units of limited partnership, elect to continue the partnership business by designating a new General Partner or Partners. In the event of such an election, the partnership shall not dissolve but shall continue with the new General Partner having all rights, powers, and authority vested by this Agreement in the initial General Partner. Such new General Partner shall purchase the general partnership interest of the withdrawing General Partner, as provided in Section 9.3.

8.3 Authority to Wind Up. If dissolution occurs under Section 8.1 and no election is made or may be made to continue the partnership, then the General Partner, or the authorized agent of the Limited Partners if there is no remaining General Partner, shall have authority to wind up. In such termination proceeding, any signature required of either a withdrawing partner or the estate, personal representative, surviving spouse, or successor of a deceased, incapacitated, or insolvent partner for the transfer of title to any property, real or personal, which has previously been owned by the partnership, shall be freely given. If any such partner, representative, surviving spouse, or successor shall refuse to so give his or her signature, then the remaining

partner having authority to wind up may sign his or her name; and, for this purpose, the execution of this Agreement by the parties may be taken as giving a power of attorney to the partner having authority to wind up. The remaining partner or partners having authority to wind up shall liquidate the partnership by either or both of the following methods:

(a) Selling the partnership assets and distributing the net proceeds therefrom, after payment of partnership liabilities, to each partner in satisfaction of his or her or its interest in the partnership;

(b) Distributing the partnership's assets to the partners in kind, each partner accepting an undivided interest in the partnership assets, subject to liabilities, in satisfaction of his or her or its interest in the partnership, or otherwise as all partners may agree.

8.4 Distribution of Proceeds on Liquidation. Proceeds of the liquidation of partnership assets shall be distributed in the following order:

(a) Expenses of liquidation and debts of the partnership, other than debts owing to the partners, shall be paid;

(b) Debts owing to the partners, including loans and advances made to or for the benefit of the partnership, shall next be paid;

(c) The assets of the partnership shall be distributed to the partners in accordance with their capital account balances, after adjusting the partners' capital accounts to reflect gain or loss with respect to assets sold and, with respect to assets distributed in kind, gain or loss that would have been realized by the partnership had such assets been sold on the date of distribution.

Upon completion of the liquidation, the partnership shall be deemed completely dissolved and terminated. The General Partner shall not be personally liable to the Limited Partners for any deficit in the Limited Partners' capital accounts or for the return of their contributions. No Limited Partner shall have the right to demand or receive property other than cash upon dissolution and termination of the partnership.

ARTICLE IX

Transfers and Withdrawals

9.1 Withdrawal of Limited Partner. Any Limited Partner may withdraw from the partnership at anytime after the fifth anniversary of the execution of this Agreement, to be effective as of the end of the partnership's fiscal year following the giving of notice of withdrawal. Notice of intent to withdraw shall be made in writing to the General Partner at least forty-five (45) days before the end of the fiscal year. Upon such withdrawal or, except as otherwise provided herein, upon death, the remaining partners shall have the option to purchase from the withdrawing Limited Partner or from the estate, personal representative, surviving spouse or successor of such partner all of the units of limited partnership then owned by him/her at a price and upon the terms specified in Section 9.4 and 9.5 below. Notification

of such election to purchase shall be made by the partners electing to exercise such option ("purchasing partners") to the withdrawing partner or to the personal representative of a deceased partner within forty-five (45) days after receipt of his/her notice of intention to withdraw or within ninety (90) days after the date of the Limited Partner's death. The purchasing partners must purchase all of the units of limited partnership then owned by the withdrawing Limited Partner. Unless they agree otherwise among themselves, the purchasing partners shall purchase such units of limited partnership in the same proportions that the number of limited partnership units held by each purchasing partner bears to the number of limited partnership units held by all purchasing partners. If the remaining partners do not so elect to purchase the interest of the withdrawing or deceased partner, they shall, by the end of the partnership fiscal year, either elect to dissolve the partnership under Article VIII of this Agreement or distribute to the withdrawing partner or to the successor of a deceased partner cash equal to the withdrawing or deceased partner's interest in the fair market value of the partnership, as determined under Section 9.5 below.

9.2 Transfers by Limited Partners. No partner may transfer his or her limited partnership units without first giving the other partners a right of first refusal to purchase all such units affected by the proposed transfer at a value determined under Section 9.5 and on the terms and conditions specified in Section 9.4; provided, however, that if the transferring partner has received a bona fide offer in writing to purchase his or her limited partnership interest at a price equal to or greater than the value set under Section 9.5 or on terms more favorable than those set under Section 9.4, at the option of the transferring partner, the right of first refusal shall be to purchase on such terms and for such price set in the offer. Any transfer shall be subject to this right of first refusal. For purposes of this Section 9.2, "transfer" shall include, but not be limited to, a sale, a gift, any transfer by will or intestacy, any assignment by operation of law, any attachment or levy by a creditor, and any award or agreement to transfer an interest in the partnership by a court or under a property division or settlement agreement in a marital dissolution or separation action to a spouse who is not a partner. This Section 9.2 shall not apply to any termination or distribution of any trusts for Limited Partners. The right of first refusal shall arise at such time as the partner who wishes or is ordered to make a transfer ("transferring partner") gives the other partners written notice of the proposed transfer. The other partners shall have the option to purchase all of the units of limited partnership affected by such proposed transaction. Notification of such election to purchase shall be made by the partners electing to exercise such option ("purchasing partners") to the transferring partner within sixty (60) days after receipt of his or her notice from the transferring partner. The purchasing partners must purchase all of the units of limited partnership set forth in the notice. Unless they agree otherwise among themselves, the purchasing partners shall purchase such units of limited partnership in the same proportions that the number of partnership units held by each purchasing partner bears to the number of partnership units held by all purchasing partners. If the other partners fail to exer-

cise such option, the partner giving the notice shall have the right, for a period of sixty (60) days, to complete the proposed transfer; but if he or she does not complete the transfer within such sixty (60) days, then any subsequent transfer shall again be subject to this right of first refusal.

9.3 Purchase and Sale of General Partnership Interest. If the remaining partners elect to continue the partnership following the withdrawal or removal of the General Partner pursuant to Section 8.2 above, the successor General Partner(s) shall be obligated to purchase, and the withdrawing partner or successor of such partner, as the case may be, shall be required to sell, such General Partner's general partnership interest and all units of general partnership owned by it, at a price and on the terms specified in Sections 9.4 and 9.5.

9.4 Payment for Partnership Interest. In the event of the purchase of a partner's interest under Sections 9.1, 9.2, and 9.3 above, the purchase and sale of the units purchased shall be at a price per unit equal to one-hundredth (or such other denominator which is the same number as the number of partnership units owned by the partners) of the entire value of the partnership determined pursuant to Section 9.5. The purchase shall close within thirty (30) days of the date upon which the obligation to purchase arises, as provided in Sections 9.1, 9.2, and 9.3. At the option of the partnership, if the purchase price exceeds Ten Thousand Dollars (\$10,000), the sale shall be an installment sale, in which event payment of the purchase price shall be made by a down payment equal to at least ten percent (10%) of the aggregate purchase price on closing and by a promissory note, or notes, for the balance payable over three (3) years, with no additional payments due in the year of closing and calling for equal, annual payments of principal and interest at twelve percent (12%) per annum over said term, or at whatever higher interest rate may be necessary to prevent imputation of interest on the principal amount under Internal Revenue Code Section 1274 and regulations thereunder. Each annual payment of principal and interest shall be made on or before January 15 of each successive year following closing. All partners purchasing shall have the right to purchase the units of partnership in proportion to their partnership interests, unless a different ratio shall be fixed by agreement between them.

9.5 Value of Partnership. For the purposes of Section 9.4, the value of the partnership as a whole shall be determined by the general partner as of the valuation date. Unless otherwise mutually agreed by all partners, the valuation date shall be January 1 next following the notice or event requiring determination of the value. In making such determination, all assets of the partnership shall be valued at fair market value and all liabilities shall be taken into account, including contingent liabilities and a reasonable reserve for the payment of federal and other taxes. The transferring or withdrawing partner shall be notified in writing of the General Partner's determination of the value. This value shall be the basis for the purchase price, unless the transferring or withdrawing partner within 30 days after notice of the value, requests an appraisal. The appraisal shall be conducted by an appraiser mutually acceptable to the General Partner and the transferring or withdrawing partner. If the

parties cannot agree on a single appraiser, the transferring or withdrawing partner and the General Partner shall each select an appraiser who in turn shall appoint a third appraiser, who shall make an appraisal. Such appraisal shall be conclusive. The expenses of appraisal by one appraiser shall be borne by the partnership; provided, however, that if the appraised value is within fifteen percent (15%) of the value determined by the General Partner, the partner requesting the appraisal shall bear the entire cost of the appraisal.

ARTICLE X

Assignment of Interest; Addition of Partners

10.1 Assignment for Security. No partner, General or Limited, may pledge, hypothecate, or in any manner transfer his or her or its interest in the partnership for security without the consent of all partners.

10.2 Additional Partners. Additional partners or substitute Limited Partners may be admitted to the partnership from time to time, on such terms as may be agreed upon in writing between the existing Limited Partners holding at least sixty percent (60%) of the partnership units, and such additional or substitute partners. The terms so agreed upon shall constitute an amendment to this Agreement.

ARTICLE XI

Other Business of Partners

11.1 Partners May Deal in Real Property. Nothing contained herein shall preclude any partner from purchasing other real property on his or her or its own behalf, including property in the same area as the real property of the partnership is located, other than property which is contiguous to property owned by the partnership, without notice to the other partners and without participation by the other partners and without liability on the part of such partner to the other partners.

11.2 Other Business. Nothing herein shall preclude any partner from engaging in any other business, whether similar or dissimilar to the business of the partnership, without notice to the other partners and without participation by such other partners.

11.3 Partnership May Transact Business With Partners. The partnership may enter into contracts and otherwise transact business with any partner, and any entities in which a partner is or may become interested, as freely as if such adverse interests did not exist, even though the vote, action or presence of such partner may be necessary to obligate the partnership upon such contracts or transactions, provided that the nature of the interest of such partner is disclosed or known to the partners.

ARTICLE XII

Special and Limited Power of Attorney

12.1 Power of Attorney. The General Partner shall at all times during the existence of the partnership have a special

and limited power of attorney as the attorney-in-fact for each Limited Partner with power and authority to act in the same and on the behalf of each Limited Partner to make, execute, swear to, verify, acknowledge and file the following documents and any other documents deemed by the General Partner to be necessary for the business of the Partnership:

(a) This Agreement, any separate certificates of limited partnership, fictitious business name statements, as well as any amendments to the foregoing which, under the laws of any state, are required to be filed or which the General Partner deems it advisable to file;

(b) Any other instrument or document which may be required to be filed by the partnership under the laws of any state or by any governmental agency, or which the General Partner deems it advisable to file; and

(c) Any instrument or document which may be required to effect the continuation of the partnership, the admission of a Limited Partner, or the dissolution and termination of the partnership (provided such continuation, admission or dissolution and termination are in accordance with the terms of this Agreement), or to reflect any increases or reductions in amount of contributions of partners.

12.2 **Exercise and Duration.** The special and limited power of attorney granted to the General Partner hereby:

(a) Is a special and limited power of attorney coupled with an interest, is irrevocable, shall survive the death or incompetency of the granting Limited Partner, and is limited to those matters herein set forth.

(b) May be exercised by the General Partner for each Limited Partner by listing all of the Limited Partners executing any instrument with a single signature of one of the General Partner's officers or agents acting as attorney-in-fact for all of them; and

(c) Shall survive a transfer by a Limited Partner of such Limited Partner's interest in the partnership pursuant to Section 9.2 hereof for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument or document necessary or appropriate to admit a transferee as a Limited Partner.

ARTICLE XIII Miscellaneous

13.1 **Binding Effect of Agreement.** This Agreement shall be binding on the parties hereto and their respective heirs, executors, administrators, successors, and assigns and upon the marital communities of each of the married partners.

13.2 **Severability.** The provisions of this Agreement are separate and divisible, and if any provision hereof should be declared to be void and/or unenforceable, the remaining provisions shall be construed and shall be valid as if the void and/or unenforceable provision was not included in this Agreement.

13.3 **Notices.** All notices under this Agreement shall be in writing and shall be given to the parties at their present addresses stated above, or at such other address as any party may hereafter specify in the same manner.

13.4 **Waiver of Action for Partition.** Each of the parties hereto agrees that the partnership properties are not and will not be suitable for partition. The parties further acknowledge that after the initial five years of the partnership, rights of withdrawal from the partnership are provided under Section 9.1. Accordingly, each of the parties hereto irrevocably waives during the term of the partnership any right he or she or it may have to maintain any action for partition with respect to the property and other investments of the partnership.

13.5 **Governing Law.** This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Washington.

13.6 **Entire Agreement.** This Agreement constitutes the entire agreement among the parties and supersedes any prior agreement or understanding among them, oral or written, all of which are hereby cancelled. This Agreement may not be modified or amended other than pursuant to Section 7.3 hereof.

13.7 **Captions.** The paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience of reference. Such titles and captions in no way define, limit, extend or describe the scope of this Agreement nor the intent of any provision hereof.

13.8 **No Waiver.** The failure of any partner to seek redress for violation, or to insist on strict performance, of any covenant or condition of this Agreement shall not prevent a subsequent act which would have constituted a violation from having the effect of an original violation.

13.9 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

13.10 **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs. The venue of any legal action shall be in King County, Washington.

IN WITNESS WHEREOF the undersigned have executed this Agreement the day and year first above written.

GENERAL PARTNER:

Bangasser & Associates, Inc.


Thomas F. Bangasser, President

LIMITED PARTNERS:

Margaret M. Delaney
Margaret M. Delaney
Individually and as Co-Trustee

Mary E. Becker
Mary E. Becker
Individually and as Co-Trustee

Mauri E. Bangasser
Mauri E. Bangasser
Individually and as Co-Trustee

Thomas F. Bangasser
Thomas F. Bangasser
Individually and as Co-Trustee

Ruth B. Bangasser
Ruth B. Bangasser
Individually and as Co-Trustee

Katharine J. Bangasser-Riss
Katharine J. Bangasser-Riss
Individually and as Co-Trustee

Caron M. O'Leary
Caron M. O'Leary
Individually and as Co-Trustee

Carol A. Zarek
Carol A. Zarek
Individually and as Co-Trustee

Elizabeth Bangasser
Elizabeth Bangasser
Individually and as Co-Trustee

ACKNOWLEDGEMENT OF
NON-OWNERSHIP BY SPOUSES

The undersigned spouses of the partners named in the foregoing Agreement here acknowledge that the units of limited partnership standing in the names of our respective spouses are, at the time of execution hereof, the separate property of our spouse. We agree that if at any time in the future, we acquire an interest in such units, such interest shall be subject to all of the restrictions contained in the above Agreement, and acknowledge and agree to be bound by all of the rights and obligations of the partners under the Agreement with respect to said units, including specifically the provisions governing transfer of units, creating option rights in connection with such transfers, and providing for the purchase and sale of said units in the event of withdrawal of a partner.

Robert C. Becker
Robert C. Becker

Claire L. Bangasser
Claire L. Bangasser

Melissa M. Rohan
Melissa M. Rohan

Lucy A. Homans
Lucy A. Homans

Craig W. Riss
Craig W. Riss

John E. Zarek
John E. Zarek

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that Margaret E. Delaney is the person who appeared before me, and said person acknowledged that she signed this instrument on her behalf and as a co-trustee of the Bangasser Trust, for the uses and purposes mentioned in the instrument.

DATED: October 31, 1988.
(Seal or stamp)
Shirley D. Simmons
Notary Public in and for the State of Washington, residing at Seattle My appointment expires 10-10-89

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that Paul F. Bangasser, Jr. is the person who appeared before me, and said person acknowledged that he signed this instrument on his behalf and as a co-trustee of the Bangasser Trust, for the uses and purposes mentioned in the instrument.

DATED: November 25, 1988.
(Seal or stamp)
Marguerite Y. Pritchard
Notary Public in and for the State of Washington, residing at Seattle My appointment expires 9-16-89

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that Mary E. Becker is the person who appeared before me, and said person acknowledged that she signed this instrument on her behalf and as a co-trustee of the Bangasser Trust, for the uses and purposes mentioned in the instrument.

DATED: November 25, 1988.
(Seal or stamp)
Marguerite Y. Pritchard
Notary Public in and for the State of Washington, residing at Seattle My appointment expires 9-16-89

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that Clayton L. Bangasser signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: November 25, 1988.
(Seal or stamp)
Marguerite Y. Pritchard
Notary Public in and for the State of Washington, residing at Seattle My appointment expires 9-16-89

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that Robert G. Becker signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: November 25, 1988.
(Seal or stamp)
Marguerite Y. Pritchard
Notary Public in and for the State of Washington, residing at Seattle My appointment expires 9-16-89

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that Thomas F. Bangasser is the person who appeared before me, and said person acknowledged that he signed this instrument on his behalf and as a co-trustee of the Bangasser Trust, for the uses and purposes mentioned in the instrument.

DATED: October 31, 1988.
(Seal or stamp)
Shirley D. Simmons
Notary Public in and for the State of Washington, residing at Seattle My appointment expires 10-10-89

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that Melissa M. Rohan signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: November 25, 1988.

(Seal or stamp)
Marguerite Y. Pritchard
Notary Public in and for the State of Washington, residing at Seattle My appointment expires 9-16-89

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that Hugh F. Bangasser is the person who appeared before me, and said person acknowledged that he signed this instrument on his behalf and as a co-trustee of the Bangasser Trust, for the uses and purposes mentioned in the instrument.

DATED: October 31, 1988.

(Seal or stamp)
Sherrill Simmons
Notary Public in and for the State of Washington, residing at Seattle My appointment expires 10-10-89

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that Lucy A. Romans signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: October 31, 1988.

(Seal or stamp)
Sherrill Simmons
Notary Public in and for the State of Washington, residing at Seattle My appointment expires 10-10-89

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that Katherine J. Bangasser-Riss is the person who appeared before me, and said person acknowledged that she signed this instrument on her behalf and as a co-trustee of the Bangasser Trust, for the uses and purposes mentioned in the instrument.

DATED: November 25, 1988.

(Seal or stamp)
Marguerite Y. Pritchard
Notary Public in and for the State of Washington, residing at Seattle My appointment expires 9-16-89

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that Craig W. Riss signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: November 25, 1988.

(Seal or stamp)
Marguerite Y. Pritchard
Notary Public in and for the State of Washington, residing at Seattle My appointment expires 9-16-89

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that Carna M. O'Leary is the person who appeared before me, and said person acknowledged that she signed this instrument on her behalf and as a co-trustee of the Bangasser Trust, for the uses and purposes mentioned in the instrument.

DATED: October 31, 1988.

(Seal or stamp)
Sherrill Simmons
Notary Public in and for the State of Washington, residing at Seattle My appointment expires 10-10-89

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that Carol A. Zarek is the person who appeared before me, and said person acknowledged that she signed this instrument on her behalf and as a co-trustee of the Bangasser Trust, for the uses and purposes mentioned in the instrument.

DATED: November 25, 1988.

(Seal or stamp)

Marguerite Y. Pritchard
Notary Public in and for the State of
Washington, residing at Seattle My
appointment expires 9-16-89

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that John E. Zarek signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: November 25, 1988.

(Seal or stamp)

Marguerite Y. Pritchard
Notary Public in and for the State of
Washington, residing at Seattle My
appointment expires 9-16-89

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that Elizabeth Bangasser is the person who appeared before me, and said person acknowledged that she signed this instrument on her behalf and as a co-trustee of the Bangasser Trust, for the uses and purposes mentioned in the instrument.

DATED: November 25, 1988.

(Seal or stamp)

Marguerite Y. Pritchard
Notary Public in and for the State of
Washington, residing at Seattle My
appointment expires 9-16-89

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that Thomas F. Bangasser is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath states that he was authorized to execute the instrument as the president of Bangasser & Associates, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 31, 1988.

(Seal or stamp)

Charles D. Durieux
Notary Public in and for the State of
Washington, residing at Seattle My
appointment expires 10-10-89

EXHIBIT A
TO
AGREEMENT OF LIMITED PARTNERSHIP
JTS:MID-TOWN LIMITED PARTNERSHIP

Schedule of Property

Real Property:

Lots 1, 2, and 4 through 7, Block 5, Renton Hill Addition to the City of Seattle, as recorded in Volume 8 of Plats, page 68, records of King County, Washington;

ALSO, Lots 1, 2, and 5 through 11, Block 6, J. H. Rengstorff's Addition to the City of Seattle, as recorded in Volume 2 of Plats, page 101, records of King County, Washington;

TOGETHER WITH the unplatted portion of the Northeast quarter of Section 33, Township 25 North, Range 4 East, W.M., adjoining said Blocks 5 and 6, lying Southerly of the Westerly extension of the North line of Lot 7 in Block 6;

ALSO TOGETHER WITH the unplatted portion of said Northeast quarter adjoining said Blocks 5 and 6, lying Southerly of the Easterly extension of the North line of Lot 7 in said Block 5, and Northerly of the North margin of East Spring Street.

Other Property:

None

APPENDIX

B2

AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
MID-TOWN LIMITED PARTNERSHIP

FILED
SECRETARY OF STATE
AUG 06 2003
STATE OF WASHINGTON

Pursuant to the provisions of the Washington Limited Partnership Act, RCW 25.10.090, the following amendment to the Certificate of Limited Partnership is herewith submitted for filing.

ARTICLE 1.

The name of the limited partnership is Mid-Town Limited Partnership.

ARTICLE 2.

The original certificate of limited partnership for Mid-Town Limited Partnership was filed on December 5, 1988, in the office of the Secretary of State for the State of Washington.

ARTICLE 3.

The Certificate of Limited Partnership is amended by deleting Article I in its entirety and replacing it with the following:

ARTICLE I

The name of the limited partnership shall be:

MidTown Limited Partnership.

This document is executed under penalties of perjury, and is, to the best knowledge of the signator, true and correct.

MID-TOWN LIMITED PARTNERSHIP

By: BANGASSER & ASSOCIATES, INC.
General Partner

By: 
Thomas F. Bangasser, President

291/274126.01
45064.00001

APPENDIX

B3

AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP

WHEREAS, pursuant to an Agreement of Limited Partnership (the "Agreement") made as of November 1, 1988, a limited partnership was formed under the name of "JTS: Mid-Town Partnership"; and

WHEREAS, the General Partner and Limited Partners holding at least 60% of the limited partnership units wish to amend the Agreement;

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. Section 2.1 is amended to read as follows:

"Name. The business of the Partnership shall be conducted under the name of "MidTown Limited Partnership".

2. Section 13.11 is added to read as follows:

"Arbitration. Any dispute, controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be resolved by binding arbitration. Such arbitration shall be conducted by a single arbitrator. Within 15 days after the commencement of arbitration, claimant and respondent(s) shall each select a person to act on their behalf in the selection of an arbitrator. The two designees shall select the arbitrator within 10 days of their appointment. If the designees are unable or fail to agree upon the arbitrator, the arbitrator may be selected by the American Arbitration Association. The arbitrator shall conduct the arbitration in accord with the Commercial Arbitration Rules of the American Arbitration Association. However, the arbitration will be administered by the American Arbitration Association only with the consent of all parties. The place of the arbitration shall be conducted in Seattle, Washington. Judgment on an award of the arbitrator may be entered by any court having jurisdiction thereof."

3. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one amendment, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

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073103/1101/45084.00001

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4. Except as above amended, all other terms and conditions of the Agreement shall remain the same.

5. This Amendment shall be effective August 1, 2003.

IN WITNESS WHEREOF, the undersigned have executed this Amendment.

GENERAL PARTNER

BANGASSER & ASSOCIATES, INC.

By: Thomas F. Bangasser
President

LIMITED PARTNERS:

Margaret E. Delaney

Thomas F. Bangasser
Thomas F. Bangasser

Melissa R. Bangasser
Lauren M. Bangasser
By Melissa Rohan Bangasser

Hugh F. Bangasser
Hugh F. Bangasser

Carol A. Zarek
Carol A. Zarek

Elizabeth Bangasser Hall
Elizabeth Bangasser Hall

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073103/110146084,00001

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APPENDIX

B4

AGREEMENT

WHEREAS, each of the undersigned is a limited partner of MidTown Limited Partnership ("MidTown"); and,

WHEREAS, in recognition of the probable depreciation in the value of their investment in MidTown that would result if the right to withdrawal were to be exercised unilaterally during the term of the current financing of MidTown's real estate, the undersigned have agreed voluntarily to modify their right of withdrawal;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is agreed as follows:

1. For a period of ten (10) years from August 14, 2003, the date of the refinancing of the debt of MidTown, the right of each limited partner to withdraw under Section 9.1 of the Limited Partnership Agreement shall not be exercised, unless partners holding at least 60% of the limited partnership units approve such a withdrawal or the liquidation of MidTown.

2. A transfer, for purposes of Section 9.2 of the Limited Partnership Agreement, shall not be deemed to have occurred if the interest of a limited partner is assigned to any other limited partner; or to a parent, sibling, or a natural or adopted child or descendant of any limited partner; or to an inter vivos or testamentary trust established primarily for the benefit of any one or more persons described above or for charitable purposes for estate planning purposes.

3. This Agreement shall be binding on the parties hereto and their respective heirs, executors, administrators, successors, and assigns and upon the marital communities of each of the married partners.

4. This Agreement shall be effective October 18, 2003.

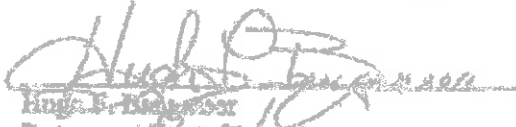
5. This Agreement may be executed in counterparts.

LIMITED PARTNERS:


Margaret E. Delaney, Trustee
The Margaret E. Delaney
October 27, 2000 Trust
Margaret E. Delaney, Trustee
Date: 12/15/2003


Thomas F. Bangasser
Date: 12/15/03

Melissa R. Bangasser
Lauren M. Bangasser & Associates, Inc.
By Melissa R. Bangasser
Date: 12.15.2003


Hugh E. Bangasser
Date: 12/27/03

Carol A. Zerek
Carol A. Zerek
Date: 12-12-1949


Elizabeth J. Field
Date: 12.12.03

**APPENDIX
B5**

FILED

18 JUL 09 AM 9:00

KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 17-2-15457-1 SEA

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3 **IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY**

4 **MIDTOWN LIMITED PARTNERSHIP, a**
5 **Washington limited partnership; et al.,**

6 **Plaintiffs,**

7 **v.**

8 **THOMAS F. BANGASSER, et al.,**

9 **Defendants.**

NO. 17-2-15457-1 SEA

**DEFENDANT'S DEMAND
FOR JURY TRIAL**

CLERK ACTION REQUIRED

10
11 **THOMAS F. BANGASSER and MELISSA**
12 **BANGASSER on behalf of the marital**
13 **community,**

14 **Counterclaim Plaintiffs,**

15 **v.**

16 **HUGH F. BANGASSER, et al.,**

17 **Counterclaim Defendants.**

18 **TO: The Clerk of the court for King County and to Stephen J. Sirianni, attorney for all**
19 **named Plaintiffs and Counterclaim Defendants and to Melissa R. Bangasser.**

20
21 **Defendant Thomas F. Bangasser elects to have all claims and issues in the above**
22 **captioned case tried by a jury of twelve persons. Defendant has paid to the Clerk of the**
23 **Court for King County the jury fee required by law.**

24
25
26 **JURY DEMAND - 1**

THOMAS F. BANGASSER
c/o J.T. SHEFFIELD BUILDING
18850 103rd Avenue SW, Suite 101
Vashon Island, Washington 98070-5250
(206) 323-7575 tfb@bangasser.com

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DATED: July 9, 2018.



Thomas F. Bangasser
J.T. Sheffield Building
18850 103rd Ave SW - Suite 101
Vashon Island, Washington 98070-5250
Email: tfb@bangasser.com
Defendant and Counter Claim Plaintiff Pro Se

This document contains 263 words

JURY DEMAND - 2

THOMAS F. BANGASSER
c/o J.T. SHEFFIELD BUILDING
18850 103rd Avenue SW, Suite 101
Vashon Island, Washington 98070-5250
(206) 323-7575 tfb@bangasser.com

CERTIFICATE OF SERVICE

I certify, under penalty of perjury under the laws of the State of Washington, that on July 9, 2018, I served a copy of this document on plaintiffs and counterclaim defendants as indicated below:

Stephen J. Sirianni [x] By United States Mail
Sirianni Youtz Spoonemore Hamburger [x] By Email
701 Fifth Avenue, Suite 2560 steve@syllaw.com
Seattle, Washington 98104
Attorneys for Plaintiffs

Melissa Bangasser [x] Hand Delivered
20704 Vashon Hwy. SW [x] By Email
Vashon Island, WA 98070 mrb@bangasser.com
Defendant Pro Se

DATED: July 9, 2018, at Vashon Island, Washington.

/s/ Thomas F. Bangasser
Thomas F. Bangasser, Pro Se

APPENDIX

B6

CR 19 JOINDER OF NECESSARY PARTIES
COURT OF APPEALS CASES #789988, #785958 and KING COUNTY 18-2-15741-2 SEA INTERPLEADER

tfb20200803
H

LINE	A	B	C	D	E	F	G	H
101		FIRESALE of all real estate assets				\$ 23,250,000.00	Sale Price	
102		"THE BLACK TAX"	5/23/2017	••••		\$ 19,233,684.00	Net Sale Proceeds	
103								
104		<u>General Partner</u>			>>>	\$ 5,000,000.00	*** Clawback for WSBA and fees	
105		Fathom Properties LLC				\$ 192,337.00	Clawback from GP 6/22/2015	
106		June 22, 2017 letter by		••••		\$ 14,041,347.00	Balance for distribution to LPs	
107		WSBA SuperLawyers™				\$ 2,808,269.00	Five "Family" Allocations	
108		#3055 #6957 #7872)		Clawback		\$ 1,000,000.00	"Plaintiffs" Legal Fees & Expenses	
109						\$ 3,808,269.00		

110	REQUIRED CR 19 JOINDER OF PERSONS NEEDED FOR JUST ADJUDICATION				AS OF 6/30/2017	OUTSTANDING BALANCE	JUNETEENTH 2020
111	I. CLAIM AGAINST MIDTOWN (Demand For Arbitration)						
112	Lauren Bangasser (great grand daughter of J.T. Sheffield)						
113	Units transferred by gift	12/12/2015	4	36.4%		<i>Inheritance</i>	
114	Allocation from Sale	6/30/2017			\$ 1,384,825.09	\$ 1,384,825.09	
115	12% Accrued simple Interest	8/30/2017	# DAYS	61	\$ 27,772.38	\$ 1,412,597.47	
116	Partial Payment	8/30/2017			\$ (936,566.00)	\$ 476,031.47	
117	12% Accrued Simple Interest	6/19/2020	# DAYS	1,024	\$ 160,259.58	\$ <u>636,291.06</u>	• SHORTAGE
118	II. REGISTRY OF THE COURT (Interpleader Lawsuit KC 18-2-15741-2 SEA)						
119	BlackLivesMatter-Seattle						
120	Units transferred by sale/gift	May 2016	6	54.5%		<i>Sale / Gift</i>	
121	Allocation from Sale	6/30/2017			\$ 2,077,237.64	\$ 2,077,237.64	
122	12% Accrued Simple Interest	6/19/2020	# DAYS	1,085	\$ 740,976.27	\$ <u>2,818,213.91</u>	• SHORTAGE
123	TOTAL CR19 REQUIREMENT	6/19/2020	see Constitution Article I, Sections 3 and 16			\$ <u>3,454,504.97</u>	TOTAL
124	FUNDS ALLEGEDLY AVAILABLE IN THE KING COUNTY COURT REGISTRY				\$	1,300,000.00	???
125	SHORTAGE AS OF JUNE 19, 2020				\$	2,154,504.97	

Supreme Court - Appendix Page 039

2020 08 03

APPENDIX
C1

MAR - 4 2016

Ronald R. Carpenter
Clerk

THE SUPREME COURT OF WASHINGTON

IN THE MATTER OF THE REAUTHORIZATION OF
THE ACCESS TO JUSTICE BOARD

ORDER

NO. 25700-B-567

WHEREAS, the Washington judicial system is founded upon the fundamental principle that the judicial system is accessible to all persons, which advancement is of fundamental interest to the members of the Washington State Bar Association.

WHEREAS, responding to the unmet legal needs of low and moderate income people in Washington State and others who suffer disparate access barriers, the increasing complexity of civil legal services delivery, the importance of civil equal justice to the proper functioning of our democracy, and the need for leadership and effective coordination of civil equal justice efforts in our state, the Supreme Court in May 1994 established an Access to Justice Board and directed that the Board operate for an initial two year period.

WHEREAS, the Access to Justice Board's initial accomplishments in the face of tremendous difficulty demonstrated the practical value of coordinated and focused leadership under the auspices of the Supreme Court and led the Court to reauthorize the Access to Justice Board for an extended five-year period;

WHEREAS, the Access to Justice Board is a national model that has proven its value in expanding, coordinating and promoting effective and economical civil legal services delivery for vulnerable low and moderate income people, has developed a track record of significant accomplishments that maximized effective use of limited resources to address the civil legal needs of an increasing poverty population, and has made great strides in enhancing access to the civil justice system in Washington State.

Now, therefore, it is hereby

ORDERED:

That the Access to Justice Board is hereby reauthorized and shall continue to be administered by the Washington State Bar Association, and is charged with responsibility to achieve equal access to the civil justice system for those facing economic and other significant barriers.

731/161

The Access to Justice Board shall consist of ten members nominated by the Board of Governors of the Washington State Bar Association and appointed by the Supreme Court. Members are appointed based on experience in and commitment to access to justice issues. Therefore, the Board of Governors shall broadly solicit and make nominations to the Supreme Court based on experience in and commitment to access to justice issues, consistent with the needs of the Access to Justice Board, including, for example, people affiliated with the following constituencies:

Board for Judicial Administration
Washington State Bar Association Board of Governors
Statewide Staffed Legal Services Programs
Volunteer Legal Services Community
Other Members and Supporters of the Washington State Alliance for Equal Justice.

No less than one member of the Board shall be a person who is not an attorney.

The membership of the Board shall reflect ethnic, gender, geographic, and other diversity. Mid-term vacancies shall be filled in the same manner as original appointments, provided however, the solicitation for nominations may be abbreviated. The appointee for a mid-term vacancy shall fill the remainder of the vacated term and shall be eligible for reappointment up to two additional terms.

The Board shall designate one member as the Chair of the Board who shall serve a term of two years. An individual may continue to serve out their term as Chair and vote as a Board Member for up to one additional year notwithstanding the expiration of his or her term on the Board. In such event, the Board shall consist of eleven members until the end of such individual's term as Chair.

Appointments shall be for a three-year term. Board members shall be eligible for reappointment for one additional term.

The Access to Justice Board shall work to:

- Establish, coordinate and oversee a statewide, integrated, non-duplicative, civil legal services delivery system that is responsive to the needs of poor, vulnerable and moderate means individuals;
- Establish and evaluate the performance and effectiveness of the civil legal services delivery system against an objective set of standards and criteria;
- Promote adequate levels of public, private and volunteer support for Washington State's civil equal justice network;
- Serve as an effective clearinghouse and mechanism for communication and information dissemination;
- Promote, develop and implement policy initiatives and criteria which enhance the availability of resources for essential civil equal justice activities;
- Develop and implement new programs and innovative measures designed to expand access to justice in Washington State;
- Promote jurisprudential understanding of the law relating to the fundamental right of individuals to secure meaningful access to the civil justice system;
- Promote widespread understanding of civil equal justice among the members of the public through public legal education;
- Promote the responsiveness of the civil justice system to the needs of those who suffer disparate treatment or disproportionate access barriers; and
- Address existing and proposed laws, rules and regulations that may adversely affect meaningful access to the civil justice system.

The Access to Justice Board may adopt internal operational rules pertinent to these powers and duties.

The Access to Justice Board shall be funded and staffed by the Washington State Bar Association, which shall have authority to establish a budget and approve expenditures.

The Board shall file with the Supreme Court and the Board of Governors of the Washington State Bar Association an annual report outlining its work during the prior 12-month period.

DATED at Olympia, Washington this 4th day of March, 2016.

Johnson, J.

Carns, J.

Fairhurst, J.

Stephens, J.

Madsen, C. J.

Wiggins, J.

Conrater, J.

Robt McLeod, Jr.

Jr., Jr.

APPENDIX C2

Access to Justice

THE SUPREME COURT OF WASHINGTON

IN THE MATTER OF THE ACCESS TO JUSTICE) O R D E R
TECHNOLOGY PRINCIPLES)
) NO. 25700-B-

WHEREAS, the Washington judicial system is founded upon the fundamental principle that the judicial system is accessible to all persons; and

WHEREAS, responding to the unmet legal needs of low and moderate income people and others who suffer disparate access barriers or are otherwise vulnerable, and the need for leadership and effective coordination of civil equal justice efforts in Washington State, the Supreme Court established an Access to Justice Board as a permanent body charged with responsibility to assure high quality access for vulnerable and low and moderate income persons and others who suffer disparate access barriers to the civil justice system. The Supreme Court further ordered that, among other responsibilities, the Access to Justice Board shall work to promote, develop and implement policy initiatives which enhance the availability of resources for essential civil equal justice activities, develop and implement new programs and innovative measures designed to expand access to justice in Washington State, and promote the responsiveness of the civil justice system to the needs of those who suffer disparate treatment or disproportionate access barriers; and

WHEREAS, in working to fulfill those responsibilities, the Access to Justice Board recognized that developments in information and communication technologies, including the Internet, pose significant challenges to full and equal access to the justice system, that technology can provide increased pathways for quality access, but it can also perpetuate and exacerbate existing barriers and create significant new barriers. The Board determined it must plan and act proactively to take maximum advantage of the opportunity to destroy or minimize

such barriers and to create more effective and efficient means of access to the justice system and increase the quantity and quality of justice provided to all persons in Washington State; and

WHEREAS, in 2001 the Access to Justice Board empowered and charged a Board committee to engage in a broad-based and inclusive initiative to create a body of authoritative fundamental principles and proposed action based thereon to ensure that current and future technology both increases opportunities and eliminates barriers to access to and effective utilization of the justice system, thereby improving the quality of justice for all persons in Washington State; and

WHEREAS, over a three-year period the Board and committee fulfilled the responsibility of broad and inclusive involvement and the development of "The Access to Justice Technology Principles", with accompanying comments and proposed action based thereon; and The Access to Justice Technology Principles have been endorsed by the Board for Judicial Administration, the Judicial Information System Committee, the Board of Trustees of the Superior Court Judges' Association, the Board of Trustees of the District and Municipal Court Judges' Association, the Board of Governors of the Washington State Bar Association, the Minority and Justice Commission, the Gender and Justice Commission, the Attorney General, and the Council on Public Legal Education; and

WHEREAS, a statewide Judicial Information System to serve the courts of the State of Washington was created by the Supreme Court in 1976 to be operated by the Administrative Office of the Courts pursuant to court rule, and charged with addressing issues of dissemination of data, equipment, communication with other systems, security, and operational priorities; and

WHEREAS, consistent with the intent of this Order, pursuant to RCW 2.68.050 the courts of this state, through the Judicial Information System, shall, in pertinent part, promote and facilitate electronic access of judicial information and services to the public at little or no cost and by use of technologies capable of being used by persons without extensive technological ability and wherever possible by persons with disabilities, and;

WHEREAS, the application of the Access to Justice Technology Principles to guide the use of technology in the Washington State justice system is desirable and appropriate; and

WHEREAS, the wide dissemination of the Access to Justice Technology Principles will promote their use and consequent access to justice for all persons;

Now, therefore, it is hereby

ORDERED:

(a) The Access to Justice Technology Principles appended to this Order state the values, standards and intent to guide the use of technology in the Washington State court system and by all other persons, agencies, and bodies under the authority of this Court. These Principles should be considered with other governing law and court rules in deciding the appropriate use of technology in the administration of the courts and the cases that come before such courts, and should be so considered in deciding the appropriate use of technology by all other persons, agencies and bodies under the authority of this Court.

(b) The Access to Justice Technology Principles and this Order shall be published expeditiously with the Washington Court Rules and on the Washington State Bar Association website, and on the courts website as maintained by the Administrative Office of the Courts. The following introductory language should immediately precede the Access to Justice Technology Principles in all such publications and sites:

"These Access to Justice Technology Principles were developed by the Access to Justice Board to assure that technology enhances rather than diminishes access to and the quality of justice for all persons in Washington State. Comments of the Access to Justice Board committee drafters accompanying the Principles make

clear the intent that the Principles are to be used so as to be practical and effective for both the workers in and users of the justice system, that the Principles do not create or constitute the basis for new causes of action or create unfunded mandates. These Principles have been endorsed by the Board for Judicial Administration, the Judicial Information System Committee, the Board of Trustees of the Superior Court Judges' Association, the Board of Trustees of the District and Municipal Court Judges' Association, the Board of Governors of the Washington State Bar Association, the Minority and Justice Commission, the Gender and Justice Commission, the Attorney General, and the Council on Public Legal Education."

(c) The Administrative Office of the Courts in conjunction with the Access to Justice Board and the Judicial Information System Committee shall report annually to the Supreme Court on the use of the Access to Justice Technology Principles in the Washington State court system and by all other persons, agencies, and bodies under the authority of this Court.

DATED at Olympia, Washington this 3rd day of December 2004.

Washington State
Access to Justice Technology Principles

These Access to Justice Technology Principles were developed by the Access to Justice Board to assure that technology enhances rather than diminishes access to and the quality of justice for all persons in Washington State. Comments of the Access to Justice Board committee drafters accompanying the Principles make clear the intent that the Principles are to be used so as to be practical and effective for both the workers in and users of the justice system, that the Principles do not create or constitute the basis for new causes of action or create unfunded mandates. These Principles have been endorsed by the Board for Judicial Administration, the Judicial Information System Committee, the Board of Trustees of the Superior Court Judges' Association, the Board of Trustees of the District and Municipal Court Judges' Association, the Board of Governors of the Washington State Bar Association, the Minority and Justice Commission, the Gender and Justice Commission, the Attorney General, and the Council on Public Legal Education.

Preamble

The use of technologies in the Washington State justice system must protect and advance the fundamental right of equal access to justice. There is a particular need to avoid creating or increasing barriers to access and to reduce or remove existing barriers for those who are or may be excluded or underserved, including those not represented by counsel.

This statement presumes a broad definition of access to justice, which includes the meaningful opportunity, directly or through other persons: (1) to assert a claim or defense and to create, enforce, modify, or discharge a legal obligation in any forum; (2) to acquire the procedural or other information necessary (a) to assert a claim or defense, or (b) to create, enforce, modify, or discharge an obligation in any forum, or (c) to otherwise improve the likelihood of a just result; (3) to participate in the conduct of proceedings as witness or juror; and (4) to acquire information about the activities of courts or other dispute resolution bodies. Further, access to justice requires a just process, which includes, among other things, timeliness and affordability. A just process also has "transparency," which means that the system allows the public to see not just the outside but through to the inside of the justice system, its rules and standards, procedures and processes, and its other operational characteristics and patterns so as to evaluate all aspects of its operations, particularly its fairness, effectiveness, and efficiency.

Therefore, these Access to Justice Technology Principles state the governing

values and principles which shall guide the use of technology in the Washington State justice system.

Comment to "Preamble"

Access to justice is a fundamental right in Washington State, and the State Supreme Court has recognized and endeavored to protect that right in its establishment of the Access to Justice Board. From an understanding that technology can affect access to justice, these Access to Justice Technology Principles are intended to provide general statements of broad applicability and a foundation for resolving specific issues as they arise. The various parts of this document should be read as a whole.

A broad definition of the terms used herein is necessary to ensure that our underlying constitutional and common law values are fully protected. The terms used in this document should be understood and interpreted in that light.

These Principles do not mandate new expenditures, create new causes of action, or repeal or modify any rule. Rather, they require that justice system decision makers consider access to justice, take certain steps whenever technology that may affect access to justice is planned or implemented, avoid reducing access, and, whenever possible, use technology to enhance access to justice.

Scope

The Access to Justice Technology Principles apply to all courts of law, all clerks of court and court administrators, and to all other persons or parts of the Washington justice system under the rule-making authority of the Court. They should also serve as a guide for all other actors in the Washington justice system.

"Other actors in the Washington justice system" means all governmental and non-governmental bodies engaged in formal dispute resolution or rulemaking and all persons and entities who may represent, assist, or provide information to persons who come before such bodies.

"Technology" includes all electronic means of communication and transmission and all mechanisms and means used for the production, storage, retrieval, aggregation, transmission, communication, dissemination, interpretation, presentation, or application of information.

Comment to "Scope"

This language is intended to make clear that the Access to Justice Technology Principles are mandatory only for those persons or bodies within the scope of the State Supreme Court's rulemaking authority. It is, however, hoped and urged that these Principles and their values will be applied and used widely throughout the entire justice system.

It is also intended that the Access to Justice Technology Principles shall continue to apply fully in the event all or any portion of the performance, implementation, or accomplishment of a duty, obligation, responsibility, enterprise, or task is delegated, contracted, assigned, or transferred to another entity or person, public or private, to whom the Principles may not otherwise apply.

The definition of the word "technology" is meant to be inclusive rather than exclusive.

1. Requirement of Access to Justice

Access to a just result requires access to the justice system. Use of technology in the justice system should serve to promote equal access to justice and to promote the opportunity for equal participation in the justice system for all. Introduction of technology or changes in the use of technology must not reduce access or participation and, whenever possible, shall advance such access and participation.

Comment to "Requirement of Access to Justice"

This Principle combines promotion of access to justice through technology with a recognition of the "first, do no harm" precept. The intent is to promote the use of technology to advance access whenever possible, to maintain a focus on the feasible while protecting against derogation of access, and to encourage progress, innovation, and experimentation.

2. Technology and Just Results

The overriding objective of the justice system is a just result achieved through a just process by impartial and well-informed decision makers. The justice system shall use and advance technology to achieve that objective and shall reject, minimize, or modify any use that reduces the likelihood of achieving that objective.

Comment to "Technology and Just Results"

The reference to a "just process" reaffirms that a just process is integral to a just result. The reference to "well-informed decision makers" is to emphasize the potential role of technology in gathering, organizing, and presenting information in order that the decision maker receives the optimal amount

and quality of information so that the possibility of a just result is maximized.

3. Openness and Privacy

The justice system has the dual responsibility of being open to the public and protecting personal privacy. Its technology should be designed and used to meet both responsibilities.

Technology use may create or magnify conflict between values of openness and personal privacy. In such circumstances, decision makers must engage in a careful balancing process, considering both values and their underlying purposes, and should maximize beneficial effects while minimizing detrimental effects.

Comment to "Openness and Privacy"

This Principle underlines that the values of openness and privacy are not necessarily in conflict, particularly when technology is designed and used in a way that is crafted to best protect and, whenever possible, enhance each value. However, when a conflict is unavoidable, it is essential to consider the technology's effects on both privacy and openness. The Principle requires that decision makers engage in a balancing process which carefully considers both values and their underlying rationales and objectives, weighs the technology's potential effects, and proceed with use when they determine that the beneficial effects outweigh the detrimental effects.

The Principle applies both to the content of the justice system and its operations, as well as the requirements for accountability and transparency. These requirements may mean different things depending on whether technology use involves internal court operations or involves access to and use of the justice system by members of the public.

4. Assuring a Neutral Forum

The existence of a neutral, accessible, and transparent forum for dispute resolution is fundamental to the Washington State justice system. Developments in technology may generate alternative dispute resolution systems that do not have these characteristics, but which, nevertheless, attract users who seek the advantages of available technology. Participants and actors in the Washington State justice system shall use all appropriate means to ensure the existence of neutral, accessible, and transparent forums which are compatible with new technologies and to discourage and reduce the demand for the use of forums which do not meet the basic requirements of neutrality, accessibility, and transparency.

Comment to "Assuring a Neutral Forum"

Technologically generated alternative dispute resolution (including online dispute resolution) is a rapidly growing field that raises many issues for the justice system. This Principle underlines the importance of applying the basic values and requirements of the justice system and all the Access to Justice Technology Principles to that area, while clarifying that there is no change to governing law.

This Principle is not intended in any way to discourage the accessibility and use of mediation, in which the confidentiality of the proceeding and statements and discussions may assist the parties in reaching a settlement; provided that the parties maintain access to a neutral and transparent forum in the event a settlement is not reached.

5. Maximizing Public Awareness and Use

Access to justice requires that the public have available understandable information about the justice system, its resources, and means of access. The justice system should promote ongoing public knowledge and understanding of the tools afforded by technology to access justice by developing and disseminating information and materials as broadly as possible in forms and by means that can reach the largest possible number and variety of people.

Comment to "Maximizing Public Awareness and Use"

While assuring public awareness and understanding of relevant access to justice technologies is an affirmative general duty of all governmental branches, this Principle expressly recognizes that the primary responsibility lies with the justice system itself. As stated in the Comment to the Preamble, none of these Access to Justice Technology Principles, including this one, mandates new expenditures or creates new causes of action. At the same time, however, planners and decision makers must demonstrate sensitivity to the needs, capacities, and where appropriate, limitations of prospective users of the justice system.

Communicating the tools of access to the public should be done by whatever means is effective. For example, information about kiosks where domestic violence protection forms can be filled out and filed electronically could be described on radio or television public service announcements. Another example might be providing information on handouts or posters at libraries or community centers. Information could also be posted on a website of the Council for Public Legal Education or of a local or statewide legal aid program, using an audible web reader for persons with visual or literacy limitations. The means may be as many and varied as people's imaginations and the characteristics of the broad population to be reached.

6. Best Practices

To ensure implementation of the Access to Justice Technology Principles, those governed by these principles shall utilize "best practices" procedures or standards. Other actors in the justice system are encouraged to utilize or be guided by such best practices procedures or standards.

The best practices shall guide the use of technology so as to protect and enhance access to justice and promote equality of access and fairness. Best practices shall also provide for an effective, regular means of evaluation of the use of technology in light of all the values and objectives of these Principles.

Comment to "Best Practices"

This Principle is intended to provide guidance to ensure that the broad values and approaches articulated elsewhere in these Access to Justice Technology Principles are implemented to the fullest extent possible in the daily reality of the justice system and the people served by the justice system. The intent is that high quality practical tools and resources be available for consideration, use, evaluation, and improvement of technologies in all parts of the justice system. This Principle and these Access to Justice Technology Principles as a whole are intended to encourage progress, innovation, and experimentation with the objective of increasing meaningful access to quality justice for all. With these goals in mind, the development and adoption of statewide models for best practices is strongly encouraged.

APPENDIX

C3



ACCESS TO JUSTICE STATEMENT OF PRINCIPLES AND GOALS

(Adopted by the Access to Justice Board on May 8, 2003)

Justice involves the determination and realization of legal needs, rights and responsibilities and the fair resolution of disputes. Access to justice is based on the following principles and goals.

Principles

- Access to justice is a fundamental right in a just society.
- Access to justice requires an opportunity for meaningful participation and deliberation whenever legal needs, rights, and responsibilities are affected. Legal issues must be adequately understood, presented, and dealt with in a timely, fair, and impartial manner.
- Access to justice depends on the availability of affordable legal information and services, including assistance and representation when needed.
- Access to justice requires adequate funding, resources, and support.
- Equal justice under the law requires that access to justice be available to all people. All persons or groups shall be afforded equal access to justice regardless of the popularity of the cause involved, status, or other considerations or characteristics.

Goals

- Persons and institutions involved in the justice system must make access to justice an essential priority.
- Adequate and sustained public and private funding, resources, and support must be provided to assure access to justice for low- and moderate-income and other vulnerable persons.
- Adequate and sustained public and private funding, resources, and support must be provided to maintain a strong, independent judiciary, the individuals, institutions, and organizations that provide or assure access to justice.
- The delivery of justice must be prompt, understandable, and affordable without sacrificing quality.
- A coordinated and comprehensive statewide system for delivering legal services must be maintained.
- Available and emerging technology and other resources must fairly and efficiently maximize access to justice.
- Barriers to access to justice must be prevented, removed, or reduced.
- The justice system must be inclusive and have the values, skills, and resources necessary to meet the legal needs of a diverse and multicultural population. Access to justice shall not be limited or denied for any reason of condition or status, including race, ethnicity, nationality, religion, creed, age, gender, sexual orientation, physical or mental ability, education, language or communication skills, finances, cultural background, or social status.
- The justice system must collaborate with other persons, professions, and organizations to meet the legal and law-related needs of the public.
- Public legal education must be provided to create and sustain an informed and empowered public and to build broad support for access to justice.

Access to Justice Board, 1325 Fourth Avenue – Suite 600, Seattle, WA 98101-2539 • Phone: 206 727-8200, Fax: 206 727-8310
www.wsba.org/atj

Established by The Supreme Court of Washington • Administered by the Washington State Bar Association

APPENDIX

D1

FILED
KING COUNTY WASHINGTON

MAR 20 2018

SUPERIOR COURT CLERK
BY Andre Jones
DEPUTY

THE HONORABLE THERESA B. DOYLE
Noted for Hearing: March 16, 2018, at 11:00 a.m.
With Oral Argument

IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

MIDTOWN LIMITED PARTNERSHIP, a
Washington limited partnership; FATHOM
PROPERTIES LLC, a Washington limited
liability corporation; THE MARGARET ELLEN
DELANEY TRUST, a California trust;
MARGARET E. DELANEY, an individual;
TATOOSH LLC, a Washington limited liability
corporation; CAROL ZAREK, an individual;
and ELIZABETH HALL, an individual,

Plaintiffs,

v.

THOMAS F. BANGASSER, individually and in
behalf of the marital community of Thomas F.
Bangasser and Melissa Bangasser; and
BANGASSER & ASSOCIATES, INC., a
Washington corporation,

Defendants.

NO. 17-2-15457-1 SEA

~~PROPOSED~~
ORDER GRANTING
PLAINTIFFS' MOTION FOR
PARTIAL SUMMARY
JUDGMENT, AND DENYING
DEFENDANTS' MOTION FOR
PARTIAL SUMMARY
JUDGMENT

ORDER RE: MOTIONS FOR PARTIAL
SUMMARY JUDGMENT - 1

SIRIANNI YOUTZ
SPONEMORE HAMBURGER
701 FIFTH AVENUE, SUITE 2560
SEATTLE, WASHINGTON 98104
TEL. (206) 223-0303 FAX (206) 223-0246

1 THOMAS F. BANGASSER and MELISSA
2 BANGASSER on behalf of the marital
community,

3 Counterclaim Plaintiffs,

4 v.

5 HUGH F. BANGASSER, individually and on
6 behalf of the marital community of Hugh
Bangasser and Lucy Aldrich Homans;
7 ELIZABETH B. HALL, individually and on
8 behalf of the marital community of Elizabeth B.
Hall and Michael Hall; MARGARET E.
9 DELANEY, individually; CAROL A. ZAREK,
10 individually and on behalf of the marital
community of Carol A. Zarek and John E.
11 Zarek; MARGARET ELLEN DELANEY
TRUST, a California Trust; TATOOSH, LLC, a
12 Washington limited liability company;
13 FATHOM PROPERTIES, LLC, a Washington
limited liability company; and MIDTOWN
14 LIMITED PARTNERSHIP, a Washington
limited partnership,

15 Counterclaim Defendants.
16

17 Both Plaintiffs/Counterclaim Defendants ("Plaintiffs") and Defendants/
18 Counterclaim Plaintiffs ("Defendants") have each moved for partial summary judgment.
19 Oral argument for all such motions was heard before the undersigned Judge on
20 March 16, 2018.

21 At that hearing, Plaintiffs appeared through Sirianni Youtz Spoonemore
22 Hamburger, Stephen J. Sirianni. Defendant Thomas F. Bangasser appeared *pro se*.
23 Melissa Bangasser also appeared *pro se*. Defendant Bangasser & Associates did not
24 appear. Alone and in combination, Thomas F. Bangasser, Melissa Bangasser, and
25 Bangasser & Associates, Inc. shall be referred to as "Defendants."
26

1 This Court considered the oral arguments presented by the parties, along with all
2 written submissions, consisting of:

- 3 1. Plaintiffs' Motion for Partial Summary Judgment, Sub #50;
- 4 2. Declaration of Hugh F. Bangasser in Support of Plaintiffs' Motion for
5 Partial Summary Judgment, with Exhibits 1-30, Sub #51;
- 6 3. Declaration of Elizabeth B. Hall in Support of Plaintiffs' Motion for Partial
7 Summary Judgment, with Exhibit A, Sub #52;
- 8 4. Declaration of Jason Rosauer in Support of Plaintiffs' Motion for Partial
9 Summary Judgment, with Exhibits A-B, Sub #53;
- 10 5. Declaration of Joseph Ferguson in Support of Plaintiffs' Motion for Partial
11 Summary Judgment, Sub #54;
- 12 6. Declaration of Lucy A. Homans in Support of Plaintiffs' Motion for Partial
13 Summary Judgment, Sub #55;
- 14 7. Declaration of Stephen J. Sirianni in Support of Plaintiffs' Motion for
15 Partial Summary Judgment, with Exhibit A-C, Sub #56;
- 16 8. Defendants' Reply to Plaintiffs' Motion for Partial Summary Judgment,
17 and Declaration of Thomas F. Bangasser in Opposition to Plaintiffs' Motion
18 for Partial Summary Judgment, with Exhibits A-D, Sub #68;
- 19 9. Plaintiffs' Reply Memorandum in Support of their Motion for Partial
20 Summary Judgment, Sub #___;
- 21 10. Defendant and Counterclaim Plaintiff Thomas F. Bangasser's Cross-
22 Motion for Partial Summary Judgment, and Declaration of Thomas F.
23 Bangasser in Support of Defendant/Counterclaim Plaintiff Thomas F.
24 Bangasser's Cross-Motion for Partial Summary Judgment, with Exhibits A-
25 H, Sub #58;
- 26 11. Plaintiffs' Response to Defendants' Motion for Partial Summary Judgment,
with cross-motions, Sub #65;
12. Supplemental Declaration of Hugh F. Bangasser in Support of Plaintiffs'
Response to Defendants' Motion for Partial Summary Judgment, with
Exhibits 31-38, Sub #66;

1 13. Supplemental Declaration of Stephen J. Sirianni in Support of Plaintiffs'
2 Response to Defendants' Motion for Partial Summary Judgment, with
3 Exhibit D, Sub #67;

4 14. Defendant and Counterclaim Plaintiff Thomas F. Bangasser's Reply in
5 Support of his Cross-Motion for Partial Summary Judgment, Sub # ___;

6 15. ~~Defendants' Reply, Sub # 68~~
7 ~~Plaintiffs' Reply, Sub # 69~~
8 16. ~~(Defendants') Supplemental Brief, Sub # 70~~

9 This Court finds and concludes that there are no issues of material fact precluding
10 entry of partial summary judgment in favor of Plaintiffs, and that as a matter of law,
11 such partial summary judgment should be entered. This Court further finds and
12 concludes that, as a matter of law, Defendants are not entitled to judgment.

13 Accordingly, it is ORDERED, ADJUDGED, DECLARED and DECREED that:

14 1. Plaintiffs' Motion for Partial Summary Judgment, Sub #50, including cross-
15 motions in Plaintiffs' Response to Defendants' Motion for Partial Summary Judgment,
16 Sub #65, are GRANTED in full. Defendants' Cross-Motion for Partial Summary
17 Judgment, Sub #58, is DENIED in full.

18 2. There are, and always have been 100 partnership units representing the
19 entire ownership of Plaintiff MidTown Limited Partnership ("MidTown"). Ninety-nine
20 (99) of those units are limited partner units, and one of those units is a general partner
21 unit.

22 3. The 99 limited partner units in MidTown are divided equally between the
23 five current limited partners of MidTown, Carol Zarek, Elizabeth Hall, Thomas F.
24 Bangasser, Tatoosh, LLC and the Margaret Ellen Delaney Trust. Each limited partner
25 owns 19.8 limited partner units. Fathom Properties LLC owns one general partner unit.

26 4. Defendant Thomas Bangasser was not and is not entitled to payment for
his 19.8 limited partner units on or after June 22, 2015, as a result of his removal as
general partner. However, he retains the right to be paid for those units, subject to offsets

1 and defenses, upon final distribution of MidTown's net assets, consisting primarily of
2 the MidTown Center, bounded by 23rd and 24th Avenues, and East Union and East
3 Spring Streets, in Seattle, Washington (collectively, the "Partnership's Property").

4 5. After June 22, 2015, the date of Thomas Bangasser's removal as MidTown's
5 general partner, he held, and was entitled to hold, no general partner units; and no other
6 Defendant owns or owned any general partner unit or fraction of such unit.

7 6. Defendants' claims that Thomas Bangasser's removal as general partner
8 entitled him to payment for anything more than the value of one partnership unit
9 (1/100th of the value of the Partnership) are dismissed with prejudice.

10 7. Defendants' attempts to convert limited partner units into general partner
11 units or otherwise increase the number of general partner units violated the Partnership
12 Agreement dated November 1, 1988, MidTown's governing document, and are
13 ineffective and void.

14 8. Defendants are not entitled to prejudgment interest on the value of the one
15 general partner unit owned by Defendant Thomas Bangasser prior to his removal as
16 general partner on June 22, 2015. Defendants' claim for such interest is dismissed with
17 prejudice.

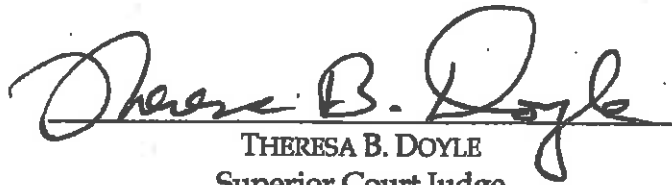
18 9. Defendants are not entitled to payment, compensation or damages,
19 whether characterized as deferred compensation, a commission, a brokerage
20 commission or otherwise (alone or in combination "Compensation"). All of Defendants'
21 counterclaims for Compensation, whether pleaded as breach of contract, breach of
22 fiduciary duty, unjust enrichment, promissory estoppel, quantum meruit, or any other
23 theory, are dismissed with prejudice.

24 10. Plaintiffs sold the Partnership's Property at fair market value. As a matter
25 of law, Plaintiffs had no duty to consider only the price proposed by potential
26 purchasers. As a matter of law, Plaintiffs were entitled to consider other factors, such as

1 speed of closing and whether the transaction would be for all cash. All of Defendants'
2 counterclaims for breach of fiduciary duty, breach of contract, or otherwise, that are
3 based on the sale price of the Partnership's Property, including, without limitation, any
4 counterclaim that the sale effort was inadequate, negligent, or resulted in realization of
5 inadequate offers for the Property, are dismissed with prejudice.

6 11. Plaintiffs did not mismanage the Partnership's Property, and even if they
7 had, there is no causation or loss. All of Defendants' counterclaims for breach of
8 fiduciary duty, breach of contract, or otherwise that are based on allegations of
9 mismanagement of the Partnership's Property are dismissed with prejudice.

10 DATED: March 20, 2018.

11
12 
13 THERESA B. DOYLE
Superior Court Judge

14 Presented by:

15 SIRIANNI YOUTZ
16 SPOONEMORE HAMBURGER

17 /s/ Stephen J. Sirianni
18 Stephen J. Sirianni (WSBA #6957)
19 Email: steve@syllaw.com
20 Attorneys for Plaintiffs/Counterclaim Defendants

21 Approved as to form; notice of
22 presentation waived:

23 Thomas F. Bangasser
24 Email: tfb@bangasser.com
25 Defendant/Counterclaim Plaintiff *pro se*

26 Melissa R. Bangasser
Email: mrb@bangasser.com
Defendant/Counterclaim Plaintiff *pro se*

ORDER RE: MOTIONS FOR PARTIAL
SUMMARY JUDGMENT - 6

SIRIANNI YOUTZ
SPOONEMORE HAMBURGER
701 FIFTH AVENUE, SUITE 2560
SEATTLE, WASHINGTON 98104
TEL. (206) 223-0303 FAX (206) 223-0246

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CERTIFICATE OF SERVICE

I certify, under penalty of perjury under the laws of the State of Washington, that on March 13, 2018, I served a copy of this document on defendants as indicated below:

Thomas F. Bangasser
c/o J. T. Sheffield Bldg.
18850 103rd Ave. SW, Suite 101
Vashon Island, WA 98070-5250
Defendant Pro Se

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

Melissa Bangasser
20704 Vashon Hwy. SW
Vashon Island, WA 98070
Defendant Pro Se

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

DATED: March 13, 2018, at Seattle, Washington.

/s/ Stephen J. Sirianni
Stephen J. Sirianni (WSBA #6957)
Email: steve@sylaw.com

APPENDIX

D2

Honorable Theresa B. Doyle

FILED
18 AUG -6 PM 16 21
KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

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

MIDTOWN LIMITED PARTNERSHIP, a Washington limited partnership; FATHOM PROPERTIES LLC, a Washington limited liability corporation; THE MARGARET ELLEN DELANEY TRUST, a California trust; MARGARET E. DELANEY, an individual; TATOOSH LLC, a Washington limited liability corporation; CAROL ZAREK, an individual; and ELIZABETH HALL, an individual,

Plaintiffs,

v.

THOMAS F. BANGASSER, individually and in behalf of the marital community of Thomas F. Bangasser and Melissa Bangasser; and BANGASSER & ASSOCIATES, INC., a Washington corporation,

Defendants.

NO.: 17-2-15457-1 SEA

ORDER GRANTING PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT

[CLERK'S ACTION REQUIRED]

This matter came before the Court on Plaintiffs' Second Revised Motion for Partial Summary Judgment. Oral argument was heard before the undersigned Judge on July 27, 2018. Plaintiffs appeared through Sirianni Youtz Spoonemore Hamburger, Stephen J. Sirianni. Defendant Thomas F. Bangasser represented himself and the marital community of Thomas F. and Melissa Bangasser. Bangasser & Associates has been defaulted out, and did not appear or argue.

ORDER GRANTING PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT - 1

The Honorable Theresa Doyle
King County Superior Court
516 Third Avenue
Seattle, WA 98104
(206) 477 1405

1 This Court considered the oral arguments, the pleadings and record herein, along with all
2 written submissions, consisting of:

- 3 (1) Plaintiffs' Revised Second Motion for Partial Summary Judgment, with
4 Appendix A (Dkt. 130);
- 5 (2) Declaration of Hugh F. Bangasser with Exhibits 39-80 (Dkt. 131);
- 6 (3) Declaration of Margaret E. Delaney with Exhibits A-D (Dkt. 132);
- 7 (4) Declaration of Stephen J. Sirianni, with Exhibits E-H (Dkt. 133);
- 8 (5) Defendants' Response in Opposition to Plaintiffs' Revised Second Motion for
9 Partial Summary Judgment (Dkt. 139);
- 10 (6) Declaration of Thomas F. Bangasser in Opposition to Plaintiffs' Revised Second
11 Motion for Partial Summary Judgment, with exhibits (Dkt. 140);
- 12 (7) Declaration of Thomas F. Bangasser in Opposition to Plaintiffs' Second Motion for
13 Partial Summary Judgment, with exhibits (Dkt. 98);
- 14 (8) Declaration of Melissa Bangasser in Opposition to Plaintiffs' Revised Second
15 Motion for Partial Summary Judgment (Dkt. 141);
- 16 (9) Declaration of Melissa Bangasser in Opposition to Plaintiffs' Second Motion for
17 Partial Summary Judgment (Dkt. 96);
- 18 (10) Plaintiffs' Reply in Support of Revised Second Motion for Partial Summary
19 Judgment, with Appendix A; and
- 20 (11) Reply Declaration of Hugh F. Bangasser, with Exhibits 81-85.

21 Based upon the foregoing, this Court finds that there are no material issues of fact that
22 preclude entry of judgment in favor of Plaintiffs, and that Plaintiffs are entitled to judgment as a
23 matter of law.

24 Accordingly, it is ORDERED, ADJUDGED and DECREED that:

25 **1. Africatown Community Land Trust**

26 Mr. Thomas Bangasser ("Tom") wanted to sell the property to Africatown Community
Land Trust ("Africatown") on favorable terms to Africatown. He and many members of the

1 community believe strongly that this would have served the community, particularly in light of the
2 history of the Central District as the cultural center of Seattle's black community and the
3 continuing gentrification and loss of African American residents there.

4 However, Tom could not persuade the other limited partners, who apparently wanted a
5 more cash transaction. This difference of opinion is why they removed him as general partner.

6 This Court's role is to adjudicate the legal issues raised in this action. These issues mostly
7 involve the legal relationship, authority, rights and duties of the partners in Midtown Limited
8 Partnership. The validity or enforceability against Tom personally of any promises to, or
9 agreements with, Africatown, that he may have made of his own partnership units is beyond the
10 scope of this ruling.

12 2. Access to Partnership Records

13 As a limited partner, Tom was entitled to review Partnership records, books and documents
14 reasonably related to his limited partner interest. RCW 25.10.331(2). However, he refused to sign
15 a confidentiality agreement, which the partnership had a right to require, given the pending sale of
16 the property and Tom's vehement opposition thereto.

17 In any event, if there was a contractual or statutory violation, Tom shows no damages as a
18 result of this alleged breach. It is undisputed and he acknowledges that the four other limited
19 partners would have voted him down regardless.

21 3. Notification of Meetings

22 Limited partners may take action without convening a partnership meeting, upon written
23 consent. RCW 25.10.161 so authorizes. That is what happened here.

24 In any case, Tom has shown no damages for this alleged breach. He acknowledges that he
25 would have been outvoted.
26

1 **4. Election of Margaret Delaney (“Margaret”) as General Partner**

2 Judge Chun has ruled, and this Court agrees, that Margaret’s election as general partner
3 was valid, and that she was authorized to sell the property. Neither the partnership agreement nor
4 partnership law requires that the general partner be sufficiently “liquid” to pay Tom’s claimed
5 value of his partnership interest, as Tom alleges.

6 **5. Fathom Properties, LLC (“Fathom”) Was Qualified to Serve As General Partner**

7 The partnership agreement, section 3.1, requires that the general partner hold at least one
8 general partnership unit. There is no requirement that the general partner also hold a limited
9 partnership unit. Fathom, holding a general partnership unit, was a valid general partner.
10

11 **6. Consequential Damages Claims**

12 Tom next argues that, had he been paid for his entire interest in the partnership upon his
13 removal as general partner, he would have paid off his promissory note to Hugh Bangasser
14 (“Hugh”) and his promissory note to sister Elizabeth Hall. This is entirely speculative. Tom does
15 not cite any legal authority to support this claim.
16

17 Tom also argues that the actions of the partnership and other limited partners damaged his
18 and his wife’s credit. However, the judgments based on the promissory notes were valid
19 judgments, upon which the creditors were entitled to collect.

20 The claims for recovery of consequential damages are dismissed.

21 **7. The Gift or Pledge to Seattle University (SU)**

22 Tom pledged a gift of \$500,000 when he was general partner, on behalf of the Partnership.
23 His three sisters objected to his gift and so informed Tom, but he made the pledge anyway. This
24 was a charitable gift and hence beyond the ordinary scope of the partnership business, which was
25 to invest in real property and other assets. Partnership Agreement, section 2.2. Therefore, Tom
26

1 was without authority to make this gift of partnership assets, and this purported Partnership
2 obligation is invalid.

3 Apparently, Tom and Hugh later agreed to pay this \$500,000 to SU themselves. Midtown
4 now asks this court to authorize Fathom, the current general partner, to withhold \$300,000 from
5 Tom's partnership interest and pay this pledge directly to SU. This is not a partnership obligation.
6 Hence, this Court will not issue an advisory opinion as to the enforceability of the pledge to SU
7 against Tom or Hugh, or their rights and duties to each other.
8

9 **8. Restitution, Disgorgement and Other Equitable Remedies**

10 Other claims for equitable relief are not supported by the evidence and existing law and
11 are therefore dismissed.

12 For the above reasons, the Plaintiffs' Motion for Summary Judgment is GRANTED.

13
14 DATED this 6TH day of August, 2018

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17 Honorable Theresa B. Doyle
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APPENDIX

D3

FILED
KING COUNTY WASHINGTON

HON. THERESA B. DOYLE
Noted for Hearing: September 21, 2018, at 10:00 a.m.
With Oral Argument

SEP 25 2018

SUPERIOR COURT CLERK
BY Andre Jones
DEPUTY

IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

MIDTOWN LIMITED PARTNERSHIP, a
Washington limited partnership; FATHOM
PROPERTIES LLC, a Washington limited
liability corporation; THE MARGARET
ELLEN DELANEY TRUST, a California trust;
MARGARET E. DELANEY, an individual;
TATOOSH LLC, a Washington limited
liability corporation; CAROL ZAREK, an
individual; and ELIZABETH HALL, an
individual,

Plaintiffs,

v.

THOMAS F. BANGASSER, individually and
in behalf of the marital community of
Thomas F. Bangasser and Melissa Bangasser;
and BANGASSER & ASSOCIATES, INC., a
Washington corporation,

Defendants.

NO. 17-2-15457-1 SEA

~~PROPOSED~~
ORDER GRANTING
PLAINTIFFS' THIRD MOTION
FOR SUMMARY JUDGMENT

Plaintiffs have filed their Third Motion for Summary Judgment. The undersigned
Judge heard oral argument on September 21, 2018. Plaintiffs appeared through Sirianni
Youtz Spoonemore Hamburger. Chris R. Youtz argued the motion. Defendant Thomas
F. Bangasser *and Melissa Bangasser* appeared and argued the motion *pro se*.

This Court has considered the oral arguments, the pleadings and record herein,
along with the following written submissions:

ORDER GRANTING PLAINTIFFS' THIRD
MOTION FOR SUMMARY JUDGMENT

SIRIANNI YOUTZ
SPOONEMORE HAMBURGER
701 FIFTH AVENUE, SUITE 2560
SEATTLE, WASHINGTON 98104

- 1 (1) Plaintiffs' Third Motion for Summary Judgment dated August 17, 2018
2 (Dkt. #155) ("Original Motion");
- 3 (2) Supporting Declaration of Neil J. Beaton, CPA/ABV/CFF, CFA, ASA,
4 dated August 17, 2018, with Exhibits 1-2 (Dkt. #156);
- 5 (3) Supporting Declaration of Hugh F. Bangasser, dated August 17, 2018, with
6 Exhibits A-B (Dkt. #157);
- 7 (4) The previously filed Declarations of Hugh Bangasser, Jason Rosauer, and
8 Joe Ferguson that are identified in the text of Plaintiffs' Third Motion for
9 Summary Judgment;
- 10 (5) Praecipe attaching [Corrected] Plaintiffs' Third Motion for Summary
11 Judgment dated August 20, 2018 (Dkt. #158);
- 12 (6) Defendants' Reply in Opposition to Plaintiffs' Third Motion for Summary
13 Judgment, dated September 4, 2018 (Dkt. #166);
- 14 (7) Declaration of Thomas F. Bangasser in Opposition to Plaintiffs' Third
15 Motion for Summary Judgment, with exhibits (Dkt. #167);
- 16 (8) Plaintiffs' Reply to Defendants' Opposition to Plaintiffs' Third Motion for
17 Summary Judgment, dated September 10, 2018, with Appendix 1 (Dkt.
18 #169);
- 19 (9) Supporting Supplemental Declaration of Hugh F. Bangasser, dated
20 September 10, 2018 (Dkt. #170);
- 21 (10) Supporting Declaration of Stephen J. Sirianni, dated September 10, 2018,
22 with Exhibits A-E (Dkt. #171); and
- 23 (11) *Supplemental Declaration of Thomas F. Bangasser, dated September 19, 2018.* *

24 Based upon the foregoing, this Court finds that no material issues of fact preclude
25 entry of summary judgment, and that Plaintiffs are entitled to judgment as a matter of
26 law.

Accordingly, it is ORDERED, ADJUDGED and DECREED that:

1. Plaintiffs' Third Motion for Summary Judgment is GRANTED in full.

1 2. As of January 1, 2016, the valuation date under the Agreement, the fair
2 market value of the one general partner unit owned by Defendant Thomas F. Bangasser
3 ("Tom") prior to his removal as general partner ("Tom's GP Unit") is \$141,492. This
4 conclusion reflects and is based upon the analysis done by expert witness Neil Beaton,
5 whose report contains factual statements, assumptions and methodology that are not
6 disputed by competent evidence, and that this Court finds to be accurate and reasonable.
7 All of Defendants'¹ claims regarding the value of Tom's GP Unit, including without
8 limitation, claims that the value of Tom's GP Unit exceeds \$141,492, and claims that
9 Mr. Beaton's analysis contains factual errors, unreasonable assumptions and/or
10 inappropriate methodologies, are dismissed with prejudice.

11 3. The mechanism set forth in § 7.6 and in the second part of § 9.5 of the 1988
12 Agreement of Limited Partnership ("Agreement") for resolving disputes as to the value
13 of the Partnership and Partnership units² (collectively "Old Procedure") were and are
14 superseded and nullified by the 2003 Amendment to the Agreement that requires the
15 arbitration of all disputes, of any type, relating to the Agreement. Further, Defendants
16 have waived any right to demand, utilize or rely on the Old Procedure, now or in the
17 future. All of Defendants' claims based on failure to follow the Old Procedure are
18 dismissed with prejudice.

19 4. All of Defendants' claims based on delay in or failing to make annual
20 Partnership valuations or any other valuation allegedly required by the Old Procedure
21 are dismissed with prejudice. *No evidence of loss attributable*
22 *to delay has been proffered.*

23 ¹ The term "Defendants" includes Thomas F. Bangasser, his marital community, Bangasser &
24 Associates, Inc., and any actual or alleged assignee of any portion of any Defendants' interest in the
25 MidTown Limited Partnership (the "Partnership"). The term "Plaintiffs" means one, some or all of the
26 Plaintiffs named in the caption of this case.

² Section 9.5 of the Agreement is reproduced in full as *Exhibit A* to the Sirianni Decl. (9/10/18),
Dkt. #171.

1 5. All of Defendants' claims based on or relating to any alleged delay in
2 payment to Defendants of the value of Tom's GP Unit are dismissed with prejudice.

3 6. Fathom Properties LLC is the general partner of the Partnership. The
4 allocations, distributions and contingency holdback done by Fathom in 2017 were
5 reasonable, appropriate and in accordance with applicable law, this Court's Order of
6 Summary Judgment dated March 20, 2018 (Dkt. #74), and the Agreement. All of
7 Defendants' claims relating to Fathom's 2017 preliminary distribution and/or allocation
8 of proceeds of the sale of the Partnership's real property at 23rd and East Union, Seattle,
9 Washington, including without limitation claims of inaccuracy, unfairness or
10 overreaching and any claims of misallocation, under-distribution or misdistribution of
11 those proceeds are dismissed with prejudice. *Lauren and Africatoun are*

12 *Tom's assignees. If entitled to payment, it would come from Tom.*

13 7. Together, this Order and the two previous orders granting partial
14 summary judgment to Plaintiffs (Dkts. #74 and #150) constitute the adjudication of all
15 claims expressly or implicitly asserted or that could have been asserted by one or more
16 Defendants against one or more Plaintiffs. All such claims are fully, ~~forever and~~
unconditionally dismissed with prejudice.

17 DATED: September 24, 2018.

18 
19
20 THERESA B. DOYLE
Superior Court Judge

21 *Plaintiffs' motion to strike*
Defendants' 9/19/18
Submission is denied.

22 SIRIANNI YOUTZ
23 SPOONEMORE HAMBURGER

24 /s/ Stephen J. Sirianni

25 Stephen J. Sirianni (WSBA #6957)

26 Chris R. Youtz (WSBA #7786)

steve@sylaw.com; chris@sylaw.com

Attorneys for Plaintiffs

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TEL. (206) 223-0303 FAX (206) 223-6226

APPENDIX

D4

FILED
2019 MAR 06
KING COUNTY THE HONORABLE THERESA B. DOYLE
SUPERIOR COURT CLERK Consideration: January 9, 2019
Without Oral Argument
CASE #: 17-2-15457-1 SEA

IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

MIDTOWN LIMITED PARTNERSHIP, a
Washington limited partnership; FATHOM
PROPERTIES LLC, a Washington limited
liability corporation; THE MARGARET
ELLEN DELANEY TRUST, a California trust;
MARGARET E. DELANEY, an individual;
TATOOSH LLC, a Washington limited
liability corporation; CAROL ZAREK, an
individual; and ELIZABETH HALL, an
individual,

Plaintiffs,

v.

THOMAS F. BANGASSER, individually and
in behalf of the marital community of
Thomas F. Bangasser and Melissa Bangasser;
and BANGASSER & ASSOCIATES, INC., a
Washington corporation,

Defendants.

NO. 17-2-15457-1 SEA

~~PROPOSED~~
FINDINGS OF FACTS AND
CONCLUSIONS OF LAW
AWARDING PLAINTIFFS'
ATTORNEY FEES AND COSTS

This matter came before the Court on Plaintiffs' Motion for Attorney Fees and
Costs. The Court considered:

1. Plaintiffs' Motion for Attorney Fees and Costs;
2. Declaration of Stephen J. Sirianni in Support of Plaintiffs' Motion for Attorney Fees and Costs, and all exhibits;
3. Declaration of Hugh F. Bangasser in Support of Plaintiffs' Motion for Attorney Fees and Costs;

FINDINGS OF FACT AND CONCLUSIONS OF LAW
AWARDING PLAINTIFFS' ATTORNEY FEES AND COSTS - 1

SIRIANNI YOUTZ
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701 FIFTH AVENUE, SUITE 2560
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TEL (206) 223-0303 FAX (206) 223-0246

- 1 4. Declaration of Thomas Bangasser ;
 2 5. Plaintiff's Reply memo in support of motion ;
 3 and
 4 6. Reply Supplemental Decl. of Thomas
 5 6.7. the pleadings and record herein. Bangasser

6 Having been fully advised, the Court makes the following findings of fact and
 7 conclusions of law:

8 **FINDINGS OF FACT**

9 1. MidTown Limited Partnership ("the Partnership") was formed on or about
 10 November 1, 1988 with the execution of a Partnership Agreement ("the Agreement").
 11 The only significant asset of the Partnership was one square block of real estate situated
 12 at 23rd and East Union in Seattle's Central District (the "Property"). Section 13.10 of the
 13 Agreement provides that reasonable attorney fees and court costs should be awarded to
 14 the prevailing party in "any litigation arising out of this Agreement."

15 2. Litigation between Plaintiffs in this action (hereinafter "MidTown") and
 16 Thomas F. Bangasser ("Tom")¹ formally began on September 21, 2015, when Tom filed
 17 suit against the Partnership titled *Thomas F. Bangasser v. Midtown Limited Partnership*,
 18 King County Superior Court, Case No. 15-2-230450 SEA (the "First King County
 19 Action"). The superior court issued orders favorable to MidTown including a partial
 20 summary judgment. After obtaining CR 54(b) certification, Tom appealed the partial
 21 summary judgment under No. 75226-0-1 (the "Appeal"). He then voluntarily dismissed
 22 the First King County Action, leaving unresolved most of the issues in that case. In April
 23 2017, the Court of Appeals affirmed the trial court's order of summary judgment.

24
 25
 26 ¹ The Bangasser siblings are referred to by their first names in order to avoid confusion, not out of any
 disrespect.

1 3. In late December 2015, three months after Tom commenced the First King
2 County Action, Tom's friend Omari Tahir-Garrett filed an action titled *Omari Tahir v.*
3 *Margaret Delaney, et al.*, U.S. District Court (W.D. Wash.), Case No. 2:15-cv-02017-JCC,
4 (the "Federal Action"). That suit was against the Partnership and Margaret, whose trust
5 is one of the limited partners in the Partnership and who served as general partner when
6 Tom was removed as general partner on June 22, 2015.

7 4. MidTown brought Tom into the Federal Action as a third-party defendant.
8 It did so to contest and resolve claims that Tom had granted Mr. Tahir-Garrett or a group
9 known as Africatown Community Land Trust ("Africatown") a right of first refusal that
10 encumbered the Property. MidTown argued that Tom had failed to create an enforceable
11 right of first refusal, but that if he had created such a right, he did so without authority.
12 Tom asserted that he had created an enforceable right of first refusal.

13 5. In September 2016, the federal district court: (a) granted MidTown's
14 motion for partial summary judgment dismissing Tom's claim that he had created a right
15 of first refusal that encumbered the Property; and (b) striking a lis pendens that Tom had
16 wrongfully filed. In December 2016, it dismissed, without prejudice, all of Tom's state
17 law claims against MidTown (except the previously dismissed claim of a right of first
18 refusal) due to a lack of subject matter jurisdiction.

19 6. MidTown filed this Second King County Action in June 2017. It did so to
20 resolve the interrelated issues that were not decided in the First King County Action or
21 the Federal Action.

22 7. The First King County Action, the Appeal, the Federal Action, and this
23 Second King County Action were all part of the "Litigation" necessary to resolve the
24 disputes arising out of the Agreement. From 2015 through final resolution of this Second
25 King County Action, the parties are and have been involved in one continuous process
26 of Litigation arising out of the Agreement. Much of the legal work done in the First King

1 County Action and in the Federal Action was substantially related to legal work required
2 for and the issues in this Second King County Action. By way of example only, Tom's
3 deposition in the Federal Action was utilized extensively by MidTown in preparing and
4 prevailing on its motions for summary judgment in the Second King County Action.

5 8. This Second King County Action was required to resolve most of the issues
6 pleaded in the First King County Action and the Federal Action. The issues and claims
7 pleaded in each of the three phases of the Litigation were largely the same. They all
8 arose out of the same core of operative facts. The facts and occurrences making up the
9 common core of operative facts include the following: (a) the rights and duties among
10 the partners under the Agreement; (b) limitations, express and implied, on the authority
11 of the general partner; (c) the number of Partnership units held by each partner and
12 whether those units were general or limited partner units; (d) whether Tom was entitled
13 to immediate payment of his Partnership units; (e) Tom's efforts, initially successful, to
14 obstruct all-cash sales of the Property so that the Property could be sold to Africatown;²
15 (f) Tom's removal as general partner in 2015 and the reasons for his removal; (g) the post-
16 removal management of the Partnership; and (h) sale of the Property by the Partnership
17 for \$23.25 million.

18 *2A.* The Agreement provides that "[i]n the event of any litigation arising out of
19 this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and
20 court costs." MidTown has prevailed on all claims that it raised (except as described in
21 the paragraph ³ ~~10~~ and on all claims raised by Tom in the ^{this} ~~First King County Action, the~~
22 ~~Federal Action and this Second King County Action.~~ Tom has prevailed on no claim.

23
24
25 ² That obstruction consisted of, among other things: (1) claims that only Tom—as general partner—
26 had authority to market and sell the Property; (2) Tom's alleged creation of a right of first refusal that
encumbered the Property; and (3) Tom's improper filings of lis pendens.

1 **3** ~~10.~~ MidTown dismissed, without prejudice, its damages claims. It is not the
2 prevailing party on those claims, which were for breach of fiduciary and other duties
3 imposed by the Agreement and for intentional interference. ~~MidTown's damages claims~~
4 ~~all arose from the same common core of operable facts that supported the claims on~~
5 ~~which MidTown prevailed.~~

6 11. With one possible exception discussed in paragraph 12, time spent on the
7 damages claims that MidTown will dismiss cannot be reasonably segregated from the
8 time spent on claims on which MidTown prevailed. Time spent on the damages claims
9 was just as useful in defending against Tom's claims that MidTown had breached its
10 duties to him, as it was in determining whether and to what extent MidTown had claims
11 against Tom for damages due to breaches of his partnership duties. The facts from which
12 MidTown's damages claims against Tom arose also support MidTown's summary
13 judgment motions, on which it prevailed completely. As such, there is no reason to
14 discount any of the hours spent researching and developing damages claims based on
15 breach of the Partnership Agreement.

16 **4** ~~12.~~ ~~Only~~ Time MidTown spent researching and amending the complaint to add
17 an intentional interference claim is segregable. Plaintiffs' counsel shows that 28.9 hours
18 with a time value of \$13,629.00 was expended on that claim, which will be dismissed
19 without prejudice and as to which no party prevailed. *Fees for this claim are*
not recoverable.

20 **5** ~~13.~~ MidTown has already discounted four hours of Chris Youtz's time to
21 account for extra time he took to prepare for oral argument due to Steve Sirianni's trip
22 abroad.

23 **6** ~~14.~~ Steve Sirianni's, Chris Youtz's, and Rick Spoonemore's hourly rate of \$595
24 is reasonable for commercial litigation attorneys of their experience and skill in the
25 Seattle area. Ann Merryfield's hourly rate of \$525 (\$450 through January 2017) is
26 reasonable for a commercial litigation attorney of her skill and experience in the Seattle

1 area. This finding is based upon: (a) the Court's personal knowledge of the local market
2 and of counsel; (b) the findings of other superior court judges; (c) the \$600-\$650 per hour
3 rates charged by experienced partners at two law firms in Seattle with one office and 10-
4 20 attorneys, and which, like MidTown's lawyers, focus on commercial litigation.

5 15. Throughout the Litigation, MidTown's attorneys reduced the time they
6 billed for litigation-related services by an average of 12 percent. That is, 12 percent of
7 the time value of services rendered in connection with the Litigation was voluntarily and
8 unilaterally subtracted from the total amount of fees billed. This occurred prior to
9 sending out an invoice.

10 7 16. The rates at which MidTown's counsel billed MidTown are the regular
11 billing rates charged by those attorneys. ~~Prior to commencement of the Litigation,~~
12 ~~MidTown agreed to pay counsel at those rates. MidTown reviewed all invoices for legal~~
13 ~~services and paid them after the discount noted above, without objection.~~

14 8 17. ~~The total amount of time spent for all three phases of the Litigation is~~
15 ~~summarized by timekeeper in the following table:~~

16 *Midtown provides that the time*
17 *spent for all three causes of action are*
18 *as follows:*

Timekeeper	Hours	Rate	Total
SJS	1500.2	\$595.00	\$892,619.00
AEM	128.3	\$450.00	\$57,735.00
AEM	600.9	\$525.00	\$315,472.50
CRY	37.1 ³	\$595.00	\$22,074.50
RES	11.3	\$595.00	\$6,723.50
MNT	39.2	\$100.00	\$3,920.00
Total	2317.0		\$1,298,544.50
-12% Discount			(\$155,825.34)
Total After Discount			\$1,142,719.16

9. *Midtown allocates the fees as follows.*
~~The time spent on each phase of the Litigation is summarized here.~~

Phase	Hours Worked	Fee Earned
First King County Action	237.2	\$134,217.50
Federal Action	141.6	\$76,103.00
Second King County Action	1938.2	\$1,088,224.00
Total	2317.0	1,298,544.50
-12% Discount		(\$155,825.34)
Total After Discount		\$1,142,719.16

10. ~~The time spent on each of the three phases, and the total time spent on all aspects of the Litigation, are reasonable. This finding of reasonableness is based on the following non-inclusive factors:~~ *Midtown allocates \$1,088,224 in fees to this action, but only \$134,217.50 to the first King County action and \$76,103.00 to the Federal Action.*

³ The time spent by Mr. Youtz has been reduced by four hours to account for duplicative work during Mr. Sirianni's absence.

FINDINGS OF FACT AND CONCLUSIONS OF LAW
 AWARDED PLAINTIFFS' ATTORNEY FEES AND COSTS - 7

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1 (a) The \$1,142,719.16 in fees for which MidTown seeks compensation is
2 not disproportionate to the amount at stake when this Litigation was commenced or to
3 the value of the success achieved by MidTown in this Litigation.

4 (a) (b) The amount of time necessary to achieve a favorable result was
5 substantially increased by inconsistent positions taken by Tom. Those inconsistent
6 positions include (i) his refusal to arbitrate followed by his demand for arbitration; (ii)
7 his shifting positions on whether he had transferred some portion of his limited
8 partnership interest to Africatown; (iii) his shifting positions on whether he was a
9 general or limited partner, or was not a partner at all; and (iv) his shifting positions on
10 whether he was claiming a "commission" or "deferred compensation" from the
11 Partnership.

12 (b) *Midtown claims that*
13 (b) The amount of time necessary to achieve the favorable results
14 obtained by MidTown was increased by Tom's baseless positions and his obstructive
15 litigation tactics, including, without limitation, the following examples:

16 (i) Tom alleged numerous vague, overlapping and baseless
17 claims in his 34-page, 186-paragraph Counterclaim, all of which have been dismissed.

18 (ii) Tom took positions and made demands for discovery under
19 the Civil Rules and RCW 25.10 that unnecessarily increased fees.

20 (iii) Tom filed meritless motions, including: (a) a motion to
21 compel arbitration after waiving any rights (Sub #23B); (b) a baseless motion asserting
22 that MidTown's counsel had a conflict of interest, and caused a delay in the release of
23 \$100,000 in registry funds; and (c) a baseless motion to delay the trial on grounds that he
24 was forced to fund the Litigation with social security and retirement funds, when
25 \$100,000 had been released to him to pay an attorney.

26 (iv) Tom refused to engage in alternate dispute resolution
required by the Case Schedule until after MidTown moved to compel it.

FINDINGS OF FACT AND CONCLUSIONS OF LAW
AWARDING PLAINTIFFS' ATTORNEY FEES AND COSTS - 8

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1 (v) Tom continued to argue positions that the Court had already
2 rejected.

3 (vi) Tom failed to opt into King County e-service and refused to
4 accept service by email. This required MidTown to incur the cost of hand delivery of
5 summary judgment motion papers to Vashon Island. Tom also failed to timely serve
6 MidTown with his own motion papers on at least four occasions.

7 *11 20.* Tom's baseless and shifting claims, his obstructionist behavior, his
8 collaboration with Mr. Tahir-Garrett (who has brought several meritless lawsuits against
9 MidTown), and his arbitrary demands and positions (collectively, "Negative Behavior")
10 caused MidTown's attorney fees to be materially higher than they otherwise would have
11 been.⁴ *Tom was representing himself in this action, which likely accounts for some of the above litigation behavior.*

12 *12 21.* Through three partial summary judgment motions, MidTown obtained
13 dismissal of all of Defendants' counterclaims. Preparation of the moving papers was
14 time-consuming and required the review and assembling of many supporting
15 documents, an expert report, and numerous declarations. Because it was able to resolve
16 this case through the summary judgment process, MidTown was able to avoid a costly
17 trial.

18 ~~22 Any duplication, inefficiency or wasteful effort reflected in the time entries~~
19 ~~has already been accounted for by the 12 percent discount referenced in ¶15, above.~~

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24 ⁴ MidTown does not seek an award of fees or costs incurred in defending against lawsuits brought by
25 or the Unlawful Detainer Action against Mr. Tahir-Garrett, except that MidTown does seek
26 reimbursement for fees incurred in the Federal Action (commenced by Mr. Tahir-Garrett) regarding:
(a) the summary judgment motion against Tom regarding the right of first refusal; (b) Tom's deposition
taken in the Federal Action; and (c) dismissal of Tom's state law claims, claims other than claims regarding
a right of first refusal in the Federal Action.

1 23. ~~All of the time for which MidTown seeks reimbursement has been~~
2 ~~appropriately supported by contemporaneously-made time entries that reasonably~~
3 ~~identify the work performed:~~

4 13 24. This Court finds and concludes that except as provided here
5 (\$1,088,224) for time spent on ~~amending complaint, motion for fees in all actions~~
6 ~~there was no wasted effort, duplication or inefficiency in any of the time spent by~~
7 ~~MidTown's counsel in rendering services related to the Litigation.~~
8 ~~interrelated fees incurred in other actions~~

9 14 25. The net amount of fees shifted to Defendants is \$400,000⁰⁰, an amount
10 which is reasonable in light of the factors described above and otherwise.

11 CONCLUSIONS OF LAW

12 1. MidTown is the prevailing party in ~~the First King County Action, the~~
13 ~~Federal Action and this Second King County Action.~~

14 2. ~~All of the disputes and issues pleaded or otherwise put at issue in~~
15 ~~connection with each and every phase of the Litigation was an issue or claim "arising~~
16 ~~out of [the] Agreement" that stemmed from a common core of operative facts,~~
17 ~~transactions or occurrences. Largely the same issues were pleaded in each phase of the~~
18 ~~Litigation. The issues that were unresolved upon commencement of the Second King~~
19 ~~County Action were reasonably related to the issues that were before the courts in the~~
20 ~~First King County Action and the Federal Action.~~

21 3. The hourly rates charged to MidTown by its counsel were and are
22 reasonable.

23 4. MidTown's ^{claims} counsel worked 297.2 hours in connection with the First King
24 ~~County Action (including the Appeal), 141.6 hours in connection with that portion of the~~
25 ~~Federal Action that involved Tom's claims against MidTown and MidTown's claims~~
26 ~~against Tom, and 1,938.2 hours in the ^{this} Second King County Action, for a total lodestar~~
27 ~~amount of \$1,298,544.50, or \$1,142,719.16, after applying the 12 percent discount. Those~~

28 **\$1,088,224.00**
29 FINDINGS OF FACT AND CONCLUSIONS OF LAW
30 AWARDING PLAINTIFFS' ATTORNEY FEES AND COSTS - 10

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1 hours are reasonable in light of the complexity and difficulty of the issues, what was at
2 stake in the Litigation, what was achieved by prevailing in the Litigation, and Tom's
3 Negative Behavior, which materially increased MidTown's cost of Litigation.

4 5. Costs of \$53,441.04 for which MidTown seeks reimbursement were
5 reasonably incurred. MidTown is entitled to recover them from Defendants.

6 **JUDGMENT AND AWARD**


7 Based on all of the foregoing, including all papers submitted by MidTown and all
8 papers submitted by Defendants in connection with MidTown's petition for attorney
9 fees and costs.

10 It is hereby ORDERED, ADJUDGED AND DECREED that MidTown is entitled
11 to an award of \$400,000⁰⁰ as a reasonable attorney fee and \$53,441.04 as
12 reasonable costs incurred in connection with this action, ~~and related prior actions for a~~
13 ~~total award of \$_____.~~ The fees and costs awarded herein represent activity
14 through October 31, 2018.

15 1. Post-judgment interest shall begin running upon entry of this Judgment at
16 the annual rate of 12 percent, simple interest.

17 2. Defendants Thomas F. Bangasser, the marital community of Thomas F. and
18 Melissa R. Bangasser, and Bangasser & Associates, Inc., are jointly and severally liable to
19 pay the entire Judgment amount.

20 DATED: March 6, 2019.

21
22
23 
24 THERESA B. DOYLE
25 Superior Court Judge
26

1 Presented by:

2 SIRIANNI YOUTZ
3 SPOONEMORE HAMBURGER

4 /s/ Stephen J. Sirianni

5 Stephen J. Sirianni (WSBA #6957)

6 Email: steve@sylaw.com

7 Attorneys for Plaintiffs

8 (*) (1) \$65,000 in fees for drafting this
9 motion is not reasonable. Motion seeks
10 fees for all three actions, which are not
11 properly before the court. \$10,000 is
12 reasonable.

13 (2) Midtown did not request in the federal
14 action and first Superior Court action
15 fees related to those proceedings. Majority
16 of the fees requested in this action are
17 interrelated to the previous actions. To
18 attribute majority of the fees incurred
19 in the other actions to this action is not
20 fair to Defendant.

21 (3) Midtown is not entitled to full
22 recovery for interrelated or failed causes
23 of action.
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FINDINGS OF FACT AND CONCLUSIONS OF LAW
AWARDING PLAINTIFFS' ATTORNEY FEES AND COSTS - 12

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CERTIFICATE OF SERVICE

I certify, under penalty of perjury under the laws of the State of Washington, that on December 19, 2018, I served a copy of this document on defendants as indicated below:

Thomas F. Bangasser
c/o J. T. Sheffield Bldg.
18850 103rd Ave. SW, Suite 101
Vashon Island, WA 98070-5250
Defendant Pro Se

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

Melissa Bangasser
20704 Vashon Hwy. SW
Vashon Island, WA 98070
Defendant Pro Se

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

DATED: December 19, 2018, at Seattle, Washington.

/s/ Stephen J. Sirianni
Stephen J. Sirianni (WSBA #6957)
steve@sylaw.com

FINDINGS OF FACT AND CONCLUSIONS OF LAW
AWARDING PLAINTIFFS' ATTORNEY FEES AND COSTS - 13

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APPENDIX

D5

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FILED
2019 MAR 06
KING COUNTY
SUPERIOR COURT CLERK

HON. THERESA B. DOYLE
Noted for Consideration: January 9, 2019
Without Oral Argument

CASE #: 17-2-15457-1 SEA

IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

MIDTOWN LIMITED PARTNERSHIP, a
Washington limited partnership;
FATHOM PROPERTIES LLC, a
Washington limited liability corporation;
THE MARGARET ELLEN DELANEY
TRUST, a California trust; MARGARET E.
DELANEY, an individual; TATOOSH
LLC, a Washington limited liability
corporation; CAROL ZAREK, an
individual; and ELIZABETH HALL, an
individual,

Plaintiffs,

v.

THOMAS F. BANGASSER, individually
and in behalf of the marital community of
Thomas F. Bangasser and Melissa
Bangasser; and BANGASSER &
ASSOCIATES, INC., a Washington
corporation,

Defendants.

NO. 17-2-15457-1 SEA

~~PROPOSED~~
FINAL JUDGMENT,
INCLUDING DECLARATORY
JUDGMENT UNDER CR 58
IN FAVOR OF PLAINTIFFS

(Clerk's Action Required)

FINAL JUDGMENT, INCLUDING
DECLARATORY JUDGMENT UNDER CR 58
IN FAVOR OF PLAINTIFFS - 1

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I. JUDGMENT SUMMARY

2	A.	JUDGMENT CREDITORS/PLAINTIFFS:	Midtown Limited Partnership, Fathom Properties LLC, The Margaret Ellen Delaney Trust, Margaret E. Delaney, Tatoosh LLC, Carol Zarek, and Elizabeth Hall
7	B.	JUDGMENT DEBTORS/DEFENDANTS:	Thomas F. Bangasser, and the marital community of Thomas F. Bangasser and Melissa Bangasser, and Bangasser & Associates, Inc., ¹ jointly and severally
10	C.	NON-JUDGMENT DEBTOR/ COUNTERCLAIM PLAINTIFF:	Melissa Bangasser (as to declaratory relief)
13	D.	ATTORNEYS FOR JUDGMENT CREDITOR/PLAINTIFFS:	Sirianni Youtz Spoonemore Hamburger Stephen J. Sirianni 701 5th Avenue, Suite 2560 Seattle, WA 98104
16	E.	ATTORNEY FOR JUDGMENT DEBTORS/DEFENDANTS:	Thomas F. Bangasser, for himself and his marital community c/o J. T. Sheffield Bldg. 18850 103rd Ave. SW, Suite 101 Vashon Island, WA 98070-5250
19	F.	ATTORNEY FOR OTHER DEBTOR/DEFENDANT:	Melissa Bangasser, for herself and her marital community 20704 Vashon Hwy. SW Vashon Island, WA 98070
22	G.	CONTRACT ATTORNEY FEES:	\$

¹ Defendant Bangasser & Associates, Inc. defaulted in this matter by failing to answer. On June 28, 2108, an order of default was entered against it. (Sub #128).

FINAL JUDGMENT, INCLUDING
DECLARATORY JUDGMENT UNDER CR 58
IN FAVOR OF PLAINTIFFS - 2

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1	H.	POST-JUDGMENT INTEREST:	Twelve percent (12%) per annum, from entry of Judgment, until finally paid.
2			
3	I.	COSTS:	\$
4			

5 **II. JUDGMENT**

6 Consistent with the Court's prior rulings granting partial summary judgment on
7 March 20, 2018 (Sub #74), August 6, 2018 (Sub #150) and September 24, 2018 (Sub #182),
8 the Court finds that: (a) there are no material issues of fact precluding entry of summary
9 judgment dismissing all of Defendants' claims, counterclaims, third-party claims or
10 crossclaims, however styled; and (b) final judgment should be entered as a matter of law
11 against all Defendants and in favor of Plaintiffs.

12 It is, therefore, ORDERED, DECLARED and DECREED that:

13 **A. Number and Distribution of Partnership Units**

14 1. There are and always have been 100 partnership units representing the
15 entire ownership of Plaintiff MidTown Limited Partnership ("Partnership"). Ninety-
16 nine (99) of those units are limited partner units, and one of those units is a general
17 partner unit. Order, 3/20/18, ¶2.

18 2. After June 22, 2015, the date Thomas F. Bangasser was removed as the
19 Partnership's general partner, he held, and was entitled to hold, no general partner units
20 or fractions of same. No other Defendant owns or owned any general partner unit or
21 fraction of same. Order, 3/20/18, ¶5.

22 3. The 99 limited partner units in the Partnership are, and were at all relevant
23 times, divided equally between the five current limited partners of the Partnership:
24 (a) Carol Zarek; (b) Elizabeth Hall; (c) Thomas F. Bangasser; (d) Tatoosh, LLC and Hugh
25 Bangasser; and (e) the Margaret Ellen Delaney Trust. Each limited partner owns 19.8
26 limited partner units. Fathom Properties LLC, owns one general partner unit. Order,
3/20/18, ¶3.

1 4. Thomas F. Bangasser's attempts to convert his limited partner units into
2 general partner units or to otherwise increase the number of general partner units
3 violated the Partnership Agreement dated November 1, 1988 as amended
4 ("Agreement"), and are ineffective and void. Order, 3/20/18, ¶7.

5 **B. Payment for Thomas F. Bangasser's Units**

6 5. Defendants' claims that Thomas F. Bangasser's removal as general partner
7 entitled him to payment for something more than the value of one Partnership unit
8 (1/100th of the value of the Partnership) are dismissed with prejudice. Order, 3/20/18,
9 ¶6.

10 6. January 1, 2016, is the date as of which the value the one general partner
11 unit owned by Thomas F. Bangasser prior to his removal as general partner ("Thomas F.
12 Bangasser's GP Unit") is determined under the Agreement. As of that date, the fair
13 market value of that Unit was \$141,492. This conclusion reflects and is based upon the
14 analysis done by expert witness Neil Beaton, whose report contains factual statements,
15 assumptions and methodology that are not disputed by competent evidence, and which
16 this Court finds accurate and reasonable. All of Defendants' claims regarding the value
17 of Thomas F. Bangasser's GP Unit, including without limitation, claims that the value of
18 Thomas F. Bangasser's GP Unit exceeds \$141,492, and claims that Mr. Beaton's analysis
19 contains factual errors, unreasonable assumptions and/or inappropriate methodologies,
20 are dismissed with prejudice. Order, 9/24/18, ¶2.

21 7. Thomas F. Bangasser has received payment of \$141,492 for his GP Unit. All
22 of Defendants' claims based on or relating to any alleged delay in payment to Defendants
23 of the value of Thomas F. Bangasser's GP Unit are dismissed with prejudice. Order,
24 9/24/18, ¶5. Defendants are not entitled to interest on the value of Thomas F.
25 Bangasser's GP Unit. Defendants' claims for interest or delay damages are dismissed
26 with prejudice. Order, 3/20/18, ¶8, Order, 9/24/18, ¶ 4.

FINAL JUDGMENT, INCLUDING
DECLARATORY JUDGMENT UNDER CR 58
IN FAVOR OF PLAINTIFFS - 4

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1 8. Thomas F. Bangasser's removal as general partner did not entitle him to
2 payment for his 19.8 limited partner units. However, he retains the right to be paid for
3 those units from the final allocation of proceeds of the sale of the Property, subject to any
4 offsets for attorney fees and costs. Order, 3/20/18, ¶4.

5 **C. Authority**

6 9. Neither Thomas F. Bangasser nor his controlled entity, Bangasser &
7 Associates, Inc., had the authority to make a \$500,000 gift of Partnership assets to Seattle
8 University. Order, 8/6/18, ¶7.

9 10. Judge Chun ruled, and this Court agrees and rules, that Margaret
10 Delaney's election as general partner was valid, and that she was authorized to sell the
11 Property. Neither the Agreement nor partnership law require that the general partner be
12 sufficiently "liquid" to pay any particular claim, including any claimed value of a
13 partnership interest made by Thomas F. Bangasser. Order, 8/6/18, ¶4.

14 11. Fathom Properties, LLC ("Fathom") was qualified to serve as general
15 partner. The Agreement, section 3.1, requires that the general partner hold at least one
16 general partner unit. Fathom holds one general partner unit and was validly elected
17 general partner. There is no requirement that the general partner also hold a limited
18 partner unit. Order, 8/6/18, ¶5.

19 **D. Defendants' Claims for Damages and/or Equitable Relief**

20 12. The Partnership owned real estate consisting of one square block bounded
21 by 23rd and 24th Avenues and East Union and East Spring Streets in Seattle, Washington
22 ("Property"). Plaintiffs did not mismanage the Property. Even if they had, Defendants
23 proffered no evidence of causation or loss. All of Defendants' claims for breach of
24 fiduciary duty, breach of contract, or otherwise that are based on allegations of
25 mismanagement of the Property are dismissed with prejudice. Order, 3/20/18, ¶ 11.

1 13. Defendants are not entitled to payment of 5 percent or any other amount
2 from the value of or proceeds from the sale of the Property, whether such payment is
3 characterized as deferred compensation, a commission, a brokerage commission or
4 otherwise (alone and in combination "Compensation"). All of Defendants' claims for
5 Compensation, whether pleaded as breach of contract, breach of fiduciary duty, unjust
6 enrichment, promissory estoppel, quantum meruit, or any other theory, are dismissed
7 with prejudice. Order, 3/20/18, ¶9.

8 14. The Partnership sold the Property in May 2017 to Lake Union Partners for
9 fair market value. Plaintiffs had no duty to consider only the prices proposed by
10 potential purchasers. Plaintiffs were entitled to consider other factors, such as speed of
11 closing and whether the transaction would be for all cash. All of Defendants' claims for
12 breach of fiduciary duty, breach of contract, or otherwise, that are based on the sale price
13 of the Property, including, without limitation, any claims that the sale effort was
14 inadequate, negligent, or resulted in realization of inadequate offers for the Property, are
15 dismissed with prejudice. Order, 3/20/18, ¶10.

16 15. All of Defendants' claims based on Plaintiffs' alleged failure to provide
17 access to Partnership records are dismissed with prejudice. Order, 8/6/18, ¶2.

18 16. All of Defendants' claims based on Plaintiffs' alleged failure to provide
19 notice of Partnership meetings are dismissed with prejudice. Order, 8/6/18, ¶3.

20 17. All of Defendants' claims for alleged consequential damages are dismissed
21 with prejudice. Order, 8/6/18, ¶6.

22 18. All of Defendants' claims based on Plaintiffs' alleged delay in or failure to
23 make annual or other valuations of the Property, the Partnership, or any other valuation
24 allegedly required by the Agreement are dismissed with prejudice. Defendants have
25 proffered no evidence of loss attributable to delay. Order, 9/24/18, ¶4.

1 19. All of Defendants' claims for restitution, disgorgement, declaratory relief
2 and/or other equitable remedies/relief are dismissed with prejudice. Order, 8/6/18,
3 ¶8.

4 20. All claims that were expressly or implicitly asserted or that could have
5 been asserted by any Defendant against one or more Plaintiffs are fully and
6 unconditionally dismissed with prejudice. Order, 9/24/18, ¶7.

7 **E. Dispute Resolution**

8 21. The mechanism set forth in §7.6 and in the second part of §9.5 of the
9 Agreement for resolving disputes as to the value of the Partnership and Partnership
10 units (collectively "Old Procedure") were and are superseded and nullified by the 2003
11 arbitration amendment to the Agreement ("Amendment"). Further, Defendants have
12 waived any right to demand, utilize or rely on the Old Procedure, now or in the future.
13 All of Defendants' claims based on failure to follow the Old Procedure are dismissed
14 with prejudice. Order, 9/24/18, ¶3. Defendants also waived their right to arbitrate
15 under the Amendment. *See* this Court's December 15, 2017 Order (Dkt. 32). The Court
16 is the proper forum in which to adjudicate the value of Thomas F. Bangasser's GP Unit.

17 **F. Allocation of Proceeds**

18 22. The allocations, distributions and contingency holdbacks of the proceeds
19 of the sale of the Property done by Fathom in 2017 ("2017 Allocation") were reasonable,
20 appropriate and in accordance with the Agreement, applicable law and this Court's
21 Order of Summary Judgment dated March 20, 2018 (Sub #74). All of Defendants' claims
22 relating to the 2017 Allocation, including without limitation claims of inaccuracy,
23 unfairness or overreaching and any claims of misallocation, under-distribution or
24 misdistribution of those proceeds are dismissed with prejudice. Order, 9/24/18, ¶6.

25 23. To the extent Lauren Bangasser or Africatown Community Land Trust
26 have any rights to or interest in any payment or distribution from the Partnership (and

1 the Court makes no finding here that either have such a right or interest), any such right
2 or interest is only held as Thomas F. Bangasser's assignee. The rights and interest of any
3 such assignee can be and are no greater than the rights and interest of the assignor,
4 Thomas F. Bangasser, whose rights and interest are limited and governed by the
5 Agreement and this Judgment. Any payment owing to an assignee of Thomas F.
6 Bangasser must come from Thomas F. Bangasser, whether from any distribution to him
7 of Partnership assets or otherwise, but not from any Plaintiff. Order, 9/24/18, ¶6.

8 **G. Miscellaneous**

9 24. Pursuant to CR 41, Plaintiffs have moved for voluntary dismissal of their
10 claims for damages against any and all Defendants. That motion is granted, and those
11 claims are dismissed without prejudice.

12 25. Thomas F. Bangasser, the marital community of Thomas F. Bangasser and
13 Melissa Bangasser, and Bangasser & Associates, Inc. are jointly and severally liable for
14 all sums awarded in this Judgment, as supplemented.

15 26. Thomas F. Bangasser, Melissa Bangasser, the marital community of
16 Thomas R. and Melissa Bangasser, and Bangasser & Associates, Inc. are bound by the
17 declaratory relief herein.

18 27. The headings used herein are solely for convenience and have no bearing
19 on proper interpretation or application of the above provisions or orders.

20 28. In the event of perceived inconsistency between any of the foregoing
21 provisions or orders, and provisions of any previously entered orders, the former shall
22 prevail.

23 **III. AWARD OF ATTORNEY FEES AND COSTS**

24 29. Pursuant to this Court's Findings of Fact, Conclusions of Law, and Order
25 Awarding Attorney Fees and Costs, dated 3/6/2019, ~~2018~~, Plaintiffs are awarded
26

FINAL JUDGMENT, INCLUDING
DECLARATORY JUDGMENT UNDER CR 58
IN FAVOR OF PLAINTIFFS - 8

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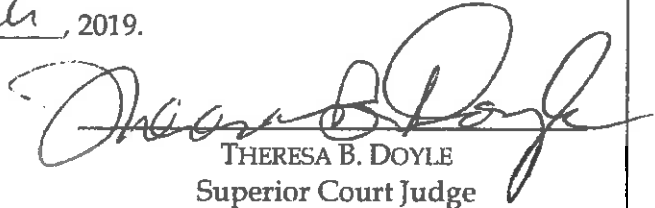
1 \$~~100,000~~⁰⁰ in attorney fees and \$53,441.04 in costs, through October 31, 2018. Plaintiffs
2 may request fee and costs reimbursement for activity subsequent to October 31, 2018.

3 ~~[Or, if the Court enters this Final Judgment before it rules
4 on Plaintiffs Motion for Attorney Fees and Costs:]~~

5 Plaintiffs may present a supplemental order awarding attorney fees and
6 costs.

7 30. The Partnership may offset any partnership distribution to Thomas F.
8 Bangasser by the amount of the Judgment entered in this matter.

9 DATED this 6 day of March, 2019.

10 
11 THERESA B. DOYLE
12 Superior Court Judge

13 Presented by:

14 SIRIANNI YOUTZ
15 SPOONEMORE HAMBURGER

16 /s/ Stephen J. Sirianni
17 Stephen J. Sirianni (WSBA #6957)
18 Email: steve@sylaw.com
Attorneys for Plaintiffs

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FINAL JUDGMENT, INCLUDING
DECLARATORY JUDGMENT UNDER CR 58
IN FAVOR OF PLAINTIFFS - 9

SIRIANNI YOUTZ
SPOONEMORE HAMBURGER
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CERTIFICATE OF SERVICE

I certify, under penalty of perjury under the laws of the State of Washington, that on December 19, 2018, I served a copy of this document on defendants as indicated below:

Thomas F. Bangasser
c/o J. T. Sheffield Bldg.
18850 103rd Ave. SW, Suite 101
Vashon Island, WA 98070-5250
Defendant Pro Se

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

Melissa Bangasser
20704 Vashon Hwy. SW
Vashon Island, WA 98070
Defendant Pro Se

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

DATED: December 19, 2018, at Seattle, Washington.

/s/ Stephen J. Sirianni

Stephen J. Sirianni (WSBA #6957)
Email: steve@sylaw.com

APPENDIX

D6

**FINAL JUDGMENT, INCLUDING DECLARATORY JUDGMENT UNDER CR 58
KING COUNTY NO. 17-2-15457-1 SEA
AS OF MARCH 16, 2019**

tfb20190316

I. JUDGMENT SUMMARY

- A. Judgment Creditors/Plaintiffs
- B. Judgment Debtors/Defendants
- C. Non-Judgment Debtor/Counterclaim
- D. Attorneys For Judgment Creditor/Plai
- E. Attorney For Judgment Debtors/Defe
- F. Attorney For Other Debtor/Defendan
- G. Contract Attorney Fees
- H. Post-Judgment Interest
- I. Costs

INCOMPLETE: failed to include Cross Claim Defendants
Failed to address all "current" and "dissociated" partners
Incorrect
Conflict of interest
Incorrect
Melissa for the marital community
\$400,000 already paid and protested. Significantly more charged.
12% Interest
\$53,441.04 (no complete accounting provided)

II. JUDGMENT

- (a) "no material issues of fact" dismissing all claims, counterclaims, third-party claims or crossclaims
- (b) "final judgment should be entered as a matter of law against all Defendants and in favor of Plaintiffs."

PARTIAL SAUMMARY JUDGMENTS

1	2	3
3/20/2018	8/6/2018	9/24/2018
Sub #74	Sub #150	Sub #182

*"former shall prevail" (i.e., 3 Partial Summary Judgments)
more important than "Final Judgment" See ¶28*

A. Number and Distribution of Partnership Units

1 ●	#2		
2 ●	#5		
3 ●	#3		
4 ●	#7		

"There are and always have been 100 partnership units representing the entire ownership of ... MidTown ... ". Incorrect: refuted by annual tax returns, correspondence, and Plaintiff exhibits and expert. (see ¶6 below regarding valuation)

B. Payment for Thomas F. Bangasser's Units

5 ●	#6		
6 ●			#2
7 ●	#8		#4 #5
8 ●	#4		

D "With Prejudice" - Agreement ¶9.3, 9.4 and 9.5
D "With Prejudice" - GP valuation as of 1/1/2016 @ \$141,492
D "With Prejudice" -
Wrong - see Agreement ¶9.4 "... and all units" also First Lawsuit

C. Authority

9 ●		#7	
10 ●		#4	
11 ●		#5	

\$500,000 gift to Seattle U / see Judge Coughenour order
Failure to make payment for more than 2 years
"new" Fathom (WSBA 3055) not qualified to manage real estate

D. Defendants' Claims for Damages and/or Equitable Relief

12 ●	#11		
13 ●	#9		
14 ●	#10		
15 ●		#2	
16 ●		#3	
17 ●		#6	
18 ●			#4

D "With Prejudice" - mismanaged
D "With Prejudice" - breach contract, fiduciary duty, estoppel, etc.
D "With Prejudice" - FMV? vs Plaintiffs' own 2015 MAI appraisal
D "With Prejudice" - books and records
D "With Prejudice" - failure to provide meeting notices
D "With Prejudice" - consequential damages
D "With Prejudice" - failure to make annual valuations

19 ●		#8	
20 ●			#7

D "With Prejudice" - restitution, disgorgement, etc
D "With Prejudice" - all claims expressly or implicitly asserted ...

E. Dispute Resolution

21 ●			#3
------	--	--	----

Arbitration - "...Plaintiffs are fully and unconditionally dismissed with prejudice." see Agreement ¶7.6, 9.5 and 13.11. Plaintiffs' lawsuit in violation.

F. Allocation of Proceeds

22 ●	XX		
23 ●			#6

"With Prejudice" - HFB 2017 Allocation
Africatown / Lauren Bangasser

G. Miscellaneous

24 ●			
25 ●			
26 ●			
27 ●			
28 ●			

P - CR 41 voluntary dismissal "without prejudice"
D "jointly and severally liable for all sums" TFB, MC, B&A
TFB MRB MC and B&A bound
headings have no bearing
"former shall prevail" implies that Partial Summary Judgments are more significant than Final Judgments.

III. AWARD OF ATTORNEY FEES AND COSTS

29 ●			
30 ●			

Plaintiffs awarded \$400,000 and \$53,441.04 expenses 10/31/2018
Offset against any TFB distributions

- ▫ Violates partnership agreement and contrary to Sirianni letter of December 30, 2016 (Exhibit A-7)
Multiple lawsuits chosen to circumvent contract in a more friendly biased legal environment.
Extreme court prejudice to Defendants appearing pro se.

BANGASSER & ASSOCIATES, INC.

August 03, 2020 - 4:51 PM

Filing Motion for Discretionary Review of Court of Appeals

Transmittal Information

Filed with Court: Supreme Court
Appellate Court Case Number: Case Initiation
Appellate Court Case Title: Midtown Limited Partnership, Respondent v. Thomas F. Bangasser, Appellant (789988)

The following documents have been uploaded:

- DCA_Motion_Discretionary_Rvw_of_COA_20200803165023SC824453_4065.pdf
This File Contains:
Motion for Discretionary Review of Court of Appeals
The Original File Name was WASC20200803Filing.pdf

A copy of the uploaded files will be sent to:

- amerryfield@sylaw.com
- matt@sylaw.com
- ssirianni@sylaw.com

Comments:

Sender Name: Thomas Bangasser - Email: tfb@bangasser.com

Address:

J.T. Sheffield Building
18850 103rd Ave. SW - Suite 101
Vashon Island, WA, 98070-5250
Phone: (206) 323-7575

Note: The Filing Id is 20200803165023SC824453