

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

**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON, Plaintiff, v. MIRIAM LOZANO a/k/a MIRIAM SHAFFER d/b/a PRIMERA SERVICES, Defendant.	NO. COMPLAINT
--	----------------------

The Plaintiff, State of Washington, by and through its attorneys Robert W. Ferguson, Attorney General, and Benjamin J. Roesch and Patricia C. Bower, Assistant Attorneys General, brings this action against the Defendant named below. The State alleges the following on information and belief:

I. PLAINTIFF

1.1 The Plaintiff is the State of Washington.

1.2 The Attorney General is authorized to commence this action pursuant to RCW 19.86.080.

///
///
///
///

1 **II. DEFENDANT**

2 2.1 Miriam Lozano, also known as Miriam Shaffer, is a resident of Washington.
3 Ms. Lozano does business as “Primera Services,” and maintains offices in Everett,
4 Washington. She also meets with clients in King County.

5 2.2 Ms. Lozano’s business card explained in Spanish that she provided the
6 following services:

- 7 • “Prevención de embargo Bancario,” or bank foreclosure prevention;
- 8 • “Negociación de deudas,” or debt negotiation;
- 9 • “Detención de incautación de bienes,” or stopping the seizure of property; and
- 10 • “Preparación de impuestos pasados,” or preparation of past taxes.

11 *See Ex. A.*

12 **III. JURISDICTION AND VENUE**

13 3.1 The State files this Complaint and institutes these proceedings under the
14 provisions of the Consumer Protection Act, RCW 19.86, and personal jurisdiction is proper
15 because Ms. Lozano is a resident of Washington.

16 3.2 Ms. Lozano has engaged in the conduct set forth in this Complaint in King
17 County and elsewhere in the state of Washington.

18 3.3 Venue is proper in King County pursuant to RCW 4.12.020 and 4.12.025, and
19 Superior Court Civil Rule 82 because Ms. Lozano transacts or has transacted business in King
20 County, specifically by providing services as an unlicensed mortgage broker to consumers with
21 an address in King County relating to residential mortgage loans secured by real property in
22 King County.

23 **IV. NATURE OF TRADE OR COMMERCE**

24 4.1 Ms. Lozano, at all times relevant to this action, has been engaged in trade or
25 commerce within the meaning of RCW 19.86.020, by contracting to provide residential mortgage
26

1 loan modification and other services to Washington homeowners related to property located in
2 Washington.

3 V. FACTS

4 5.1 Ms. Lozano has engaged in deceptive and illegal practices in the Washington
5 mortgage industry for the past decade.

6 5.2 While working as a loan officer, Ms. Lozano used the identity of her fiancé,
7 who was at the time in the custody of what was then the Immigration and Naturalization
8 Service (INS), to purchase two homes without that person's knowledge or permission, in order
9 to receive a commission. Unsurprisingly, the loans defaulted and the properties went into
10 foreclosure. *See* Ex. B, at 3.

11 5.3 Ms. Lozano was indicted in Whatcom County Superior Court on December 1,
12 2005, and pled guilty on May 5, 2006. Lozano's Statement of Defendant on Plea of Guilty
13 represented:

14 Between March 31, 2003 and August 12, 2003, in Whatcom County, State of
15 Washington, I submitted documents to Lenders that contained false and
16 misleading information. Two Lenders relied on that documentation. As a result
the Lenders provided monies through mortgage financing that the Lenders would
not have loaned if they had known the correct information.

17 Ex. B, at 21-22.

18 5.4 Ms. Lozano was convicted of Theft in the First Degree, *see* RCW 9A.56.030,
19 and was sentenced to time in the custody of the Whatcom County Jail. Ex. B, at 23-30.

20 5.5 On or about February 13, 2007, the Department of Financial Institutions (DFI)
21 issued a final order banning Ms. Lozano from participating in the affairs of any licensed
22 mortgage broker for ten (10) years. *See* Ex. C. The final order was based on DFI's
23 investigation of identity theft by Ms. Lozano.

24 5.6 Ms. Lozano concealed, and did not disclose, this conviction and the DFI's final
25 order barring her from the mortgage brokering industry to any of the consumers with whom
26 she contracted to perform residential mortgage loan modification services or bankruptcy-

1 related services in which her customers would be providing her with sensitive personally
2 identifying and financial information. For each of Ms. Lozano's customers discussed below,
3 disclosure of this information would have changed their decision whether to hire her.

4 5.7 Unfortunately, despite her jail sentence and DFI's final order, Ms. Lozano
5 continued to operate in the mortgage industry.

6 5.8 For example, in October 2015, Ms. Lozano contracted with a King County
7 homeowner to assist with obtaining a residential mortgage loan application. Ms. Lozano told
8 this homeowner that she looks out for the Spanish-speaking community, that before helping
9 people with loan modification she used to be in real estate and sold homes, and that she had a
10 high success rate with mortgage loan modifications. Ms. Lozano required, and took, immediate
11 payment of \$1,400.00 by personal check on the same day she and the homeowner entered into
12 the contract. *See* Ex. D. Ms. Lozano's service agreement with that homeowner stated:

13 **WE SHALL PROVIDE THE FOLLOWING SERVICES IN CONSIDERATION FOR**
14 **PAYMENT:**

- 15 1) REQUEST AND COMPILE ALL DOCUMENTS AND INFORMATION REQUIRED BY
16 LENDER, INCLUDING: MORTGAGE STATEMENT OR COUPON, PAYROLL STUBS
17 FOR THE PREVIOUS MONTH FOR THE BOTH THE BORROWER AND CO-
18 BORROWER, COPIES OF THE LAST 2 MONTHS BANK STATEMENTS FOR ALL
19 CHECKING AND SAVINGS ACCOUNTS, MOST RECENT TWO YEARS TAX
20 RETURNS, HOMEOWNERS INSURANCE STATEMENTS, AND PROPERTY TAX
21 STATEMENTS.
- 22 2) FOR THE LENDER'S REVIEW, SUBMIT THE REQUIRED DOCUMENTATION
23 RELATING TO THE PROSPECTIVE MODIFICATION.
- 24 3) WE SHALL USE DUE CARE TO MAKE OUR BEST EFFORT TO ASSIST IN
25 PROCURING A MODIFICATION AGREEMENT FOR BORROWER'S EXISTING
26

1 LOAN, ALTHOUGH THERE IS NO GUARANTEE THAT THE LENDER WILL
2 ULTIMATELY OFFER THE LOAN MODIFICATION.

3 Ex. E. Thereafter, Ms. Lozano provided little to no assistance in obtaining a residential
4 mortgage loan modification. In fact, although Ms. Lozano took various documents from the
5 homeowner, including documents she specifically requested, and represented that she would
6 submit a modification package and would "take care of it," the bank stated that it never
7 received a modification request package. As a result, the home went into foreclosure. The
8 homeowner was required to hire an attorney to try to save the home, and ultimately sold it in
9 order to avoid foreclosure.

10 5.9 In November 2015, Ms. Lozano contracted with a King County homeowner to
11 assist with obtaining a residential mortgage loan modification. She charged an up-front fee of
12 \$1,400.00 for services relating to the loan modification, and another \$600.00 for a "bankruptcy
13 filing." Ex. F. Ms. Lozano stated that she preferred to receive cash for these services, and so
14 the homeowner left her offices, went to the bank, withdrew the funds, returned, and paid her.
15 Despite paying Ms. Lozano \$600.00 for a "bankruptcy filing," this consumer had to fill out the
16 bankruptcy paperwork himself, which resulted in the dismissal of his petition for inadequate
17 filing. And after receiving this homeowner's payment, Ms. Lozano rarely communicated with
18 him and provided little to no help in his unsuccessful attempt to obtain a residential mortgage
19 loan modification.

20 5.10 Upon information and belief, Ms. Lozano has contracted with additional
21 Washington homeowners to provide services relating to residential mortgage loan
22 modifications.

23 5.11 Ms. Lozano charged another King County resident \$650.00 to prepare and file a
24 Chapter 7 bankruptcy petition. Ms. Lozano provided legal advice concerning the advisability
25 and effect of filing for bankruptcy. The consumer provided information and documents, and
26 Ms. Lozano prepared and presented the consumer with a document to sign, and represented

1 that she would accompany the consumer to court. After the consumer signed the document,
2 Ms. Lozano took the document with her and told the consumer she should hear from the court
3 in the near future, implying that Ms. Lozano would file the document. In fact, the consumer
4 never heard from the court because Ms. Lozano did not file the document. Ms. Lozano then
5 stopped communicating with the consumer, who then consulted with an actual bankruptcy
6 attorney to resolve her issues.

7 5.12 Upon information and belief, Ms. Lozano has contracted with additional
8 Washington homeowners to provide services relating to bankruptcy.

9 **VI. FIRST CAUSE OF ACTION**
10 **(Per Se Consumer Protection Act Violations Arising From Violations Of The Mortgage**
11 **Broker Practices Act)**

11 6.1 Plaintiff re-alleges Paragraphs 1.1 through 5.12 and incorporates them as if set
12 fully herein.

13 6.2 Pursuant to RCW 19.146.010(14),

14 “Mortgage broker” means any person who for direct or indirect compensation or
15 gain, or in the expectation of direct or indirect compensation or gain (a) assists a
16 person in obtaining or applying to obtain a residential mortgage loan or performs
17 residential mortgage loan modification services or (b) holds himself or herself out as
being able to assist a person in obtaining or applying to obtain a residential mortgage
loan or provide residential mortgage loan modification services.

18 6.3 Pursuant to RCW 19.146.010(14), “‘Residential mortgage loan modification
19 services’ includes negotiating, attempting to negotiate, arranging, attempting to arrange, or
20 otherwise offering to perform a residential mortgage loan modification. ‘Residential mortgage
21 loan modification services’ also includes the collection of data for submission to any entity
22 performing mortgage loan modification services.” Ms. Lozano offered to perform residential
23 mortgage loan modification services, including the collection of data and purported attempting to
24 arrange a residential mortgage loan modification in exchange for compensation, as described
25 above. Ms. Lozano therefore operated as a mortgage broker.

26 6.4 Ms. Lozano violated the Mortgage Broker Practices Act in at least five (5) ways.

1 6.5 **First**, pursuant to RCW 19.146.200(1), “A person, unless specifically exempted
2 from this chapter under RCW 19.146.020, may not engage in the business of a mortgage broker or
3 loan originator without first obtaining and maintaining a license under this chapter.”

4 6.6 As described above, Ms. Lozano acted as a mortgage broker or mortgage loan
5 originator by holding herself out as offering to perform residential mortgage loan modification
6 services in the manner described above. At no relevant time did Ms. Lozano hold a license to act
7 as a mortgage broker, and her activities as a mortgage broker therefore violated RCW
8 19.146.200(1).

9 6.7 **Second**, RCW 19.146.353(1) provides that “an advance fee may not be collected
10 for residential mortgage loan modification services unless a written disclosure summary of all
11 material terms, in the format adopted by the department under subsection (2) of this section, has
12 been provided to the borrower.”

13 6.8 As described above in Paragraph 5.8, Ms. Lozano collected advance fees without
14 providing the requisite written disclosure summary in the format adopted by DFI, thereby
15 violating RCW 19.146.353(1).

16 6.9 **Third**, even if Ms. Lozano had provided the requisite disclosure under RCW
17 19.146.353(1), her advance fee was still illegal. RCW 19.146.355(1)(b) provides that third party
18 residential mortgage loan services providers must “[n]ot receive an advance fee greater than seven
19 hundred fifty dollars.”

20 6.10 As described above, Ms. Lozano, doing business as Primera Services, received
21 advance fees in excess of \$750.00, thereby violating RCW 19.146.355(1)(b).

22 6.11 **Fourth**, RCW 19.146.355(2)(e) prohibits a third-party residential mortgage loan
23 modification services provider from “encourage[ing] a borrower to . . . [c]ease communication
24 with the lender, investor, or loan servicer.”

1 6.12 As described above, Ms. Lozano encouraged at least one King County homeowner
2 to cease communication with her mortgage loan servicer, thereby violating RCW
3 19.146.355(2)(e).

4 6.13 **Fifth**, RCW 19.146.355(1)(d) provides that “third-party residential mortgage loan
5 modification services providers must . . . [i]mmediately inform the borrower in writing if the
6 owner of the loan requires additional information from the borrower, or if it becomes apparent
7 that a residential mortgage loan modification is not possible”

8 6.14 As described above in Paragraph 5.8, Ms. Lozano refused to communicate with
9 two King County homeowners pursuant to the status of their loan modification applications. Ms.
10 Lozano thereby violated RCW 19.146.355(1)(d).

11 6.15 Pursuant to RCW 19.146.100,

12 The legislature finds that the practices governed by this chapter [the Mortgage
13 Broker Practices Act] are matters vitally affecting the public interest for the purpose
14 of applying the consumer protection act, chapter 19.86 RCW. Any violation of this
15 chapter is not reasonable in relation to the development and preservation of business
and is an unfair or deceptive act or practice and unfair method of competition in the
conduct of trade or commerce in violation of RCW 19.86.020. Remedies provided
by chapter 19.86 RCW are cumulative and not exclusive.

16 6.16 Ms. Lozano violated the Mortgage Broker Practices Act in the manner described
17 above. Each of these violations, related to each consumer toward which each violation was
18 directed, is a *per se* violation of the Consumer Protection Act.

19 6.17 Each of Ms. Lozano’s violations of the Mortgage Broker Practices Act affects the
20 public interest pursuant to RCW 19.146.005 and RCW 19.146.100. Ms. Lozano’s actions also
21 affect the public interest because she held herself out to the public, through business cards, as a
22 third party residential mortgage loan modification service provider, and upon information and
23 belief, contracted to provide such services to additional Washington homeowners beyond those
24 referenced in this Complaint. Indeed, the consumers referenced in this Complaint were referred to
25 Ms. Lozano by friends and family, to their subsequent chagrin. Ms. Lozano’s actions were
26 performed in the ordinary course of her business, and were part of a generalized pattern of

1 conduct (agreeing to provide services for which she lacked appropriate licensure and education,
2 substantively violating the statutes regulating the profession, and then not providing the service or
3 providing substandard service). Her actions have been repeated, and have affected several
4 consumers (with, upon information and belief, additional consumers likely to be identified
5 through discovery). Because unlicensed mortgage brokering and the unauthorized practice of law
6 appear to be how Ms. Lozano makes money, there is a real and substantial potential for repetition
7 unless the conduct is enjoined.

8 **VII. SECOND CAUSE OF ACTION**
9 **(Non-Per Se Violations Of The Consumer Protection Act, RCW 19.86)**

10 7.1 Plaintiff re-alleges Paragraphs 1.1 through 6.17 and incorporates them as if set
11 fully herein.

12 7.2 **Deceptive Concealment of Material Information.** In obtaining their mortgage-
13 and bankruptcy-related business, Ms. Lozano described to consumers her experience and services.
14 However, Ms. Lozano concealed and failed to disclose material information, including that (a) she
15 was not a licensed mortgage broker or mortgage loan originator, (b) the fees charged for her
16 services were illegal, (c) she had been banned by DFI's final order from participating in the
17 business of any licensed mortgage broker, and (d) she had previously pled guilty to theft and
18 admitted to mortgage fraud. Each of these facts is material to a homeowner determining whether
19 to hire Ms. Lozano to assist him or her in seeking a mortgage loan modification or bankruptcy
20 protection—particularly because he or she would be providing Ms. Lozano with personal
21 financial information, social security numbers, and/or other sensitive data.

22 7.3 **Unauthorized Practice of Law.** Ms. Lozano is not an attorney. She nevertheless
23 contracted with Washington consumers to prepare bankruptcy filings on their behalf for between
24 \$650.00 and \$700.00, thereby engaging in the unauthorized practice of law. She advised
25 Washington consumers about their rights in bankruptcy, selected forms, and prepared forms on
26 their behalf, thereby practicing law without a license. Although 11 U.S.C. § 110 permits non-

1 attorneys to prepare bankruptcy forms under certain limited circumstances, Ms. Lozano did not
2 meet the requirements, and in so doing deceived customers. The following are examples of how
3 Ms. Lozano violated the bankruptcy code in her dealings with Washington consumers:

4 a. Failing to provide consumers with (and have them sign) the form,
5 approved by the Judicial Conference of the United States, explaining that she is not an attorney
6 and providing examples of the kind of legal advice she is not authorized to provide. 11 U.S.C. §
7 110(b)(2).

8 b. Offering legal advice, including whether (and under what chapter) to file a
9 bankruptcy petition, whether debts will be discharged, and concerning bankruptcy procedures and
10 rights. 11 U.S.C. § 110(e)(2).

11 7.4 Ms. Lozano lacked the skill and ability to perform these tasks with the necessary
12 skill and failed to comport with the professional standard of care that would be required of an
13 attorney— including filing documents as required and communicating diligently with her clients.
14 As a direct result at least one consumer was forced—after paying Ms. Lozano \$650.00—to
15 consult with an actual bankruptcy lawyer to seek relief after Ms. Lozano neglected to file her
16 documents. Another consumer who paid Ms. Lozano \$600.00 for bankruptcy-related services—
17 an unconscionable fee for the advice provided and time spent providing it—was forced to fill out
18 forms on his own, and as a result his bankruptcy proceeding was dismissed weeks after he filed
19 his petition for failure to file required schedules and meet minimum filing requirements.

20 7.5 **Failure to Perform Services.** After receiving up-front fees for mortgage loan
21 modification- and bankruptcy-related services, Ms. Lozano failed to perform the services. In one
22 case, she did not deliver to the client any documents to help seek a mortgage loan modification
23 until days before his foreclosure sale, by which time it was too late. In another case, she failed to
24 file the consumer's bankruptcy petition. Failure to perform promised services after being paid to
25 perform them is an unfair or deceptive act or practice in violation of RCW 19.86.020.
26

Exhibit A

Prevencción de embargo
Bancario.
Negociación de deudas.
Detención de incautación
de bienes.
Preparación de impuestos
pasados.

Miriam Lozano

221 SE Everett Mall Way Suite M5
Everett WA 98208

Office: 360-530-7999
Fax: 360-530-7996

Mobil:206-465-4429

miriam@primeraservices.com

Exhibit B

11/17/12
df

FILED
COUNTY CLERK

05 DEC -1 AM 10:00

WHATCOM COUNTY
WASHINGTON

BY _____

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

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR WHATCOM COUNTY

STATE OF WASHINGTON,

Plaintiff,

v.

MIRIAM LOZANO a/k/a MIRIAM
SHAFFER a/k/a MABEL SHAFFER,

Defendant.

NO. 05 1 01876 6

AFFIDAVIT OF PROBABLE CAUSE
DETERMINATION

I, David R. Cassidy, being first duly sworn upon oath deposes and states:

I am an AGO Investigator 3, for the Criminal Justice Division, Office of Attorney General,
900 Fourth Avenue, Suite 2000, Seattle, Washington 98164, telephone (206) 389-2007. I
am familiar with the investigation of Miriam Lozano a/k/a Miriam Shaffer a/k/a Mabel Shaffer
(hereinafter referred to as Miriam Lozano or Ms. Lozano) a resident of Washington State. An
investigation of Ms. Lozano was initially conducted by the Washington State Department of
Financial Institutions and the matter was then referred to the Office of Attorney General. The
reports concerning this investigation contain the following information, upon which this
Affidavit of Probable Cause Determination is based.

1 I have been employed as an AGO Investigator 3 with the Office of Attorney General
2 since March 1, 2005. I began my investigative career with the Washington State Patrol in
3 1964. When I retired in July 1989, I was a Detective Sergeant in the Internal Affairs Unit with
4 three years of experience; previously I was assigned to the Criminal Investigation Division,
5 Fraud Investigation Unit. I then worked for the Department of Social and Health Services
6 (DSHS) from 1989 to 1992 as an Investigator 2 in the Internal Affairs Unit. I worked for the
7 National Insurance Crime Bureau from 1992 to 1994 as a Property and Casualty Special Agent
8 handling insurance fraud cases, followed by one year as a Special Fraud Investigator for
9 Metropolitan Property and Casualty Insurance Company. From 1996 through February 2005, I
10 was a Washington licensed private investigator conducting insurance fraud investigations in
11 Washington State for several large out of state property and casualty insurance companies.
12
13

14
15 As an AGO Investigator 3, I am assigned to the Criminal Justice Division (CJD) -
16 Financial Crimes Unit. My main responsibility is the investigation of Mortgage Broker,
17 Property Appraisal and Mortgage Loan Officer Fraud cases referred to the Seattle CJD office
18 from the Department of Financial Institutions (DFI) in Tumwater. I am familiar with the facts
19 and circumstances contained in this Certification, either through personal investigation or
20 through discussion with DFI personnel who have obtained information in the normal course of
21 their duties. I have reviewed, and incorporated into this Certification for Probable Cause, data
22 from a report prepared by DFI Legal Examiner Ned Jursek.
23
24
25
26

1 **I. Washington Mortgage Broker Practices Act**

2 The DFI is charged with administering the Mortgage Broker Practices Act. The DFI
3 may conduct investigations to determine whether any person has violated the Mortgage Broker
4 Practices Act (MBPA) or its implementing Washington Administrative Code (WAC).

5 RCW 19.146.200. provides that an independent contractor may engage in the mortgage
6 brokerage business if a binding agreement with a licensed mortgage broker is filed with the
7 DFI. On November 12, 2000, Ms. Lozano (using the name Mabel Shaffer) entered into an
8 independent contractor agreement with Channel Lending Co., an Alaska company with a
9 pending application for a mortgage broker license, for the purpose of originating loans.

10 Channel Lending Co. received its Washington State Mortgage Broker License on January 10,
11 2001, and began operating an office at 1502 East Sunset Drive, Bellingham, WA 98226. Ms.
12 Lozano worked out of the Bellingham office and remained continually employed by Channel
13 Lending Co. through at least May, 2004. RCW 19.146.0201, prohibits loan originators from
14 engaging in various behaviors, to include: (1) defrauding or misleading borrowers, lenders or
15 any person; (2) engaging in unfair or deceptive practices; (3) obtaining property by fraud or
16 misrepresentation. While working as a loan officer, Ms. Lozano, submitted numerous
17 documents related to the purchase of two residential properties in the name of Hain D.
18 Noriega, an individual who was in the custody of the Immigration and Naturalization Service
19 (INS). Ms. Lozano provided false and misleading information in the loan applications and
20 signed Mr. Noriega's name to numerous documents. The loan applications were approved and
21 funded and Ms. Lozano received a commission for each property. However, the loans
22 subsequently defaulted and the properties went into foreclosure.
23
24
25
26

1
2 **II. Investigative Background**

3 The DFI began investigating Channel Lending and Ms. Lozano in May, 2004, after it
4 received a complaint from an attorney, Ari Brown, who had deposed Ms. Lozano in connection
5 with a civil suit against Channel Lending. The DFI then obtained the mortgage loan files
6 related to the purchases of the two properties done in Mr. Noriega's name.
7

8 **A. Maralee Lane Property**

9 Two mortgages were obtained on this property at the time of its purchase, a first
10 mortgage in the amount of \$184,500 and a second mortgage in the amount of \$10,250. Ms.
11 Lozano received one commission for the sale of this property (See Count I of the Information,
12 Theft of \$3,690). The documents related to the first mortgage include a Residential Real
13 Estate Purchase and Sale Agreement dated March 31, 2003, an Adjustable Rate Note and Rider
14 dated April 29, 2003, a Deed of Trust dated April 29, 2003, but notarized on May 1, 2003, a
15 Uniform Residential Loan Application dated May 1, 2003 (Loan Application/1st), a Borrower's
16 Certification and Authorization dated May 1, 2003, and a HUD-1 dated May 1, 2003 (See
17 Count III of the Information, Forgery). The documents related to the second mortgage include
18 a Deed of Trust dated April 29, 2003, but notarized on May 1, 2003, a Note and Prepayment
19 Rider dated April 29, 2003, but signed on May 1, 2003, a Uniform Residential Loan
20 Application dated May 1, 2003 (Loan Application/2nd), and a Borrower's Certification and
21 Authorization dated May 1, 2003 (See Count IV of the Information, Forgery).
22
23

24 All of the above mentioned documents purportedly bear Mr. Noriega's
25 signature, however, in an interview with Ned Jursek, DFI Financial Legal Examiner, Mr.
26

1 Noriega denied signing any mortgage loan documents or having any knowledge of the loans.
2 Mr. Noriega said the only documents he signed while at INS were divorce papers that Ms.
3 Lozano brought to him. When he was shown copies of the mortgage loan documents with his
4 signature, he said they did not look like the divorce papers he signed. Furthermore, a lay
5 comparison of the signatures on the mortgage loan documents with the signature on Mr.
6 Noriega's driver's license demonstrates significant differences between the two signatures.
7

8 In addition to the forged signature, the Loan Application/1st and Loan
9 Application/2nd also contain material misrepresentations. They indicate Mr. Noriega was self-
10 employed as owner/manager of Bolivian International, Seattle, WA, for seven years but Mr.
11 Noriega denies any involvement with Bolivian International. The applications also indicate
12 Mr. Noriega had a base employment income of \$7,450 but that was actually money that Ms.
13 Lozano claims she was putting through his account (see Statements and Admissions by Miriam
14 Lozano below). Additionally, they indicate Mr. Noriega is a U.S. citizen, however he was in
15 INS custody from August 2002 until October 20, 2003. The applications are both dated May
16 1, 2003, however they are for different loan amounts and loan terms.
17

18 Ms. Lozano's hand-printed name and signature appear on both of the
19 applications as the interviewer and her employer is listed as Channel Lending, Bellingham,
20 WA. The HUD-1, which is the settlement statement for both the first and second mortgages,
21 indicates the Broker Fee was paid to Channel Lending Company in the amount of \$3,690. Ms.
22 Lozano's Compensation Agreement with Channel Lending provides for her to receive 100% of
23 the commission earned less certain expenses and fees which are to be paid to Channel Lending.
24
25
26

1 **B. Morning Mist Way Property**

2 Two mortgages were obtained on this property at the time of its purchase, a first
3 mortgage in the amount of \$224,100 and a second mortgage in the amount of \$12,450. Ms.
4 Lozano received one commission for the sale of this property (See Count II of the Information,
5 Theft of \$4,480). The documents related to the first mortgage include an Adjustable Rate Note
6 and Rider dated July 31, 2003, a Uniform Residential Loan Application ("Loan Application")
7 dated July 24, 2003, and a HUD-1 dated August 1, 2003 (See Count V of the Information,
8 Forgery).
9

10
11 All of the referenced documents purportedly bear Mr. Noriega's signature,
12 however, as stated above, in an interview with Mr. Jursek, Mr. Noriega denied signing any
13 mortgage loan documents or having any knowledge of the loans. Furthermore, a lay
14 comparison of the signatures on the mortgage loan documents from the Maralee Lane property
15 and the Morning Mist Way property show some similarities between those two sets of
16 documents, however, none of the signatures on any of the mortgage loan documents are
17 comparable to the signature on Mr. Noriega's driver's license.
18
19

20
21 In addition to the forged signature, the Loan Application also contains material
22 misrepresentations. It indicates Mr. Noriega was self-employed as owner/manager of Bolivian
23 International, Seattle, WA, this time for nine years, but as stated above Mr. Noriega denies any
24 involvement with Bolivian International. The Loan Application also indicates Mr. Noriega had
25 a base employment income of \$7,450 but that was actually money that Ms. Lozano claims she
26

1 was putting through his account (see Statements and Admissions by Miriam Lozano below).
2 The Loan Application fails to disclose the Maralee Lane property as an asset, a liability or even
3 a former address, despite the fact that the Maralee Lane property Loan Application/1st and
4 Loan Application/2nd both indicate that the Maralee Lane property will be a primary residence.
5 Additionally, the Loan Application indicates Mr. Noriega is a U.S. citizen, however he was in
6 INS custody from August 2002 until October 20, 2003. The Loan Application is dated July 24,
7 2003.
8

9
10 Ms. Lozano's typed name and signature appear on the Loan Application as the
11 interviewer and her employer is listed as Channel Lending, Bellingham, WA. The HUD-1
12 indicates the Broker Fee was paid to Channel Lending Company in the amount of \$4,480. Ms.
13 Lozano's Compensation Agreement with Channel Lending provides for her to receive 100% of
14 the commission earned less certain expenses and fees which are to be paid to Channel Lending.
15

16 **III. Statements and Admissions by Miriam Lozano**

17 Ms. Lozano has made a variety of statements and admissions with regard to her
18 involvement with Mr. Noriega and the sales of the properties. Ms. Lozano wrote a letter to
19 Detective Bill Sundqvist, Auburn Police Department, dated May 14, 2004, she testified at a
20 deposition on May 20, 2004, and she spoke in person with Ned Jursek, DFI Financial Legal
21 Examiner, on August 2, 2004. During the course of the May 2004 deposition by Mr. Brown,
22 Ms. Lozano stated that she and Mr. Noriega were engaged from December 1999 until late
23 April or early May, 2004. Ms. Lozano recently ended the engagement when she learned that
24 Mr. Noriega was still married to his second wife, Junny Arenas. However, in her letter to
25
26

1 Detective Sundqvist, Ms. Lozano states that she found out Mr. Noriega was still married to
2 Junny Arenas while he was in INS detention and she hired a divorce lawyer whose office was
3 very close to the INS center so he could go see Mr. Noriega. Additionally, Ms. Lozano told
4 Mr. Jursek that Noriega told her he was married in 2000. Ms. Lozano testified in the
5 deposition that Mr. Noriega was detained at the INS Detention Center in Seattle from
6 approximately August 20, 2002 until October 20, 2003. Ms. Lozano admitted in the deposition
7 that while Mr. Noriega was in INS detention she prepared the loan application for the property
8 on Morning Mist Way, she obtained two credit cards in his name and she deposited money into
9 his account. Additionally, Ms. Lozano told Detective Sundqvist that "Hain [Mr. Noriega]
10 understands very well what happened. The credit cards were open[ed] with his consent and the
11 Mtgs. were put under his name for his own benefit." Ms. Lozano told Mr. Jursek that the
12 Maralee Lane property was "Noriega's deal" and that she prepared and submitted the loan
13 documents to the lender. Ms. Lozano told Mr. Jursek that Mary Ann Snudden took the
14 documents to Mr. Noriega in INS detention and obtained his signature. Ms. Lozano told Mr.
15 Jursek that the Morning Mist Way sale was between her and Mr. Noriega to raise money and
16 collateral to get Mr. Noriega out of INS detention. Ms. Lozano stated in the deposition that she
17 indicated Mr. Noriega was a United States citizen on the loan application "because he was
18 detained at INS." However, Ms. Lozano told Mr. Jursek that Mr. Noriega "wanted her to do it
19 and she was feeling pressured." In the deposition, Ms. Lozano stated that she reported Mr.
20 Noriega's business as Bolivian International even though at the time of the application he did
21 not earn money from Bolivian International. Ms. Lozano also admitted that Mr. Noriega had
22 only worked with Bolivian International since 2000, instead of the seven years she put on the
23
24
25
26

1 application. In her statement to Mr. Jursek, Ms. Lozano admitted that Mr. Noriega "really
2 didn't do anything in the business." Ms. Lozano stated in her deposition that she listed \$7,400
3 as Mr. Noriega's employment income because that's probably the amount she was putting into
4 his account every month from her checks. Ms. Lozano told Mr. Jursek that the income
5 reflected on the mortgage loan applications was, in fact, her income but "she felt her money
6 was his money and her income was his income."
7

8 Based upon my information and belief, Ms. Lozano was a resident of Bellingham,
9 Whatcom County, Washington, during the March 2003 to August 2003 timeframe and the
10 above acts and/or omissions occurred in Whatcom County, Washington.

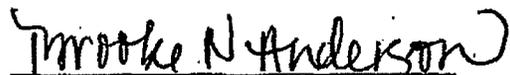
11 I certify under penalty of perjury under the laws of the State of Washington that the
12 foregoing is true and correct.

13 SIGNED AND DATED this 1 day of December, 2005, in Seattle, Washington.
14

15
16 

17 DAVID R. CASSIDY
18 AGO Investigator 3
19 Criminal Justice Division
20 Office of Attorney General

21 SUBSCRIBED AND SWORN to before me this 1 day of December, 2005.
22

23 

24 NOTARY PUBLIC in and for the
25 State of Washington. My commission
26 Expires: 5/29/06

CMS 12/2
dy

FILED
COUNTY CLERK

05 DEC -1 AM 10:00

WHATCOM COUNTY
WASHINGTON

BY _____

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

STATE OF WASHINGTON
WHATCOM COUNTY SUPERIOR COURT

STATE OF WASHINGTON,

Plaintiff,

v.

MIRIAM LOZANO a/k/a MIRIAM
SHAFFER a/k/a MABEL SHAFFER,

Defendant.

NO. **05 1 01876 6**

INFORMATION FOR:

**THEFT IN THE FIRST DEGREE AND
FORGERY**

I, Rob McKenna, Attorney General of Washington, in the name and by the authority of the State of Washington, pursuant to RCW 43.10.232 and at the request of the Whatcom County Prosecuting Attorney, do accuse MIRIAM LOZANO a/k/a MIRIAM SHAFFER a/k/a MABEL SHAFFER (hereinafter "MIRIAM LOZANO") of the crimes of: **Theft in the First Degree (2 counts) and Forgery (3 counts)**, committed as set forth below, then and there being in Whatcom County, Washington.

COUNT I

I, Rob McKenna, Attorney General aforesaid, do accuse MIRIAM LOZANO of the crime of **Theft in the First Degree**, based on a series of acts connected together with another crime charged herein, and which crimes were so closely connected in respect to time, place,

1 and occasion that it would be difficult to separate proof of one charge from proof of the other,
2 committed as follows:

3 During a time intervening March 31, 2003, and May 8, 2003, in the County of
4 Whatcom, State of Washington, the above-named Defendant, in a series of transactions which
5 are part of a criminal episode or a common scheme or plan, did obtain control over property of
6 another, to-wit: \$3,690 of lawful monies of the United States disbursed from loan proceeds
7 generated by the sale of a property at 1284 Maralee Lane, Bellingham, WA 98226, by color or
8 aid of deception, with intent to deprive such person of such property; contrary to Revised Code
9 of Washington 9A.56.030(1)(a), 9A.56.020(1)(b), and 9A.56.010(5)(a), (b), and (e). Maximum
10 penalty: Ten (10) years imprisonment and/or a \$20,000 fine, plus costs and restitution.
11

12 **COUNT II.**

13 I, Rob McKenna, Attorney General aforesaid, do accuse MIRIAM LOZANO of the
14 crime of **Theft in the First Degree**, based on a series of acts connected together with another
15 crime charged herein, and which crimes were so closely connected in respect to time, place,
16 and occasion that it would be difficult to separate proof of one charge from proof of the other,
17 committed as follows:
18

19 During a time intervening July 24, 2003, and August 8, 2003, in the County of
20 Whatcom, State of Washington, the above-named Defendant, in a series of transactions which
21 are part of a criminal episode or a common scheme or plan, did obtain control over property of
22 another, to-wit: \$4,480 of lawful monies of the United States disbursed from loan proceeds
23 generated by the sale of a property at 3823 Morning Mist Way, Bellingham, WA 98229, by
24 color or aid of deception, with intent to deprive such person of such property; contrary to
25
26

1 Revised Code of Washington 9A.56.030(1)(a), 9A.56.020(1)(b), and 9A.56.010(5)(a), (b), and
2 (e). Maximum penalty: Ten (10) years imprisonment and/or a \$20,000 fine, plus costs and
3 restitution.
4

5 **COUNT III.**

6 I, Rob McKenna, Attorney General aforesaid, do accuse MIRIAM LOZANO of the
7 crime of Forgery, based on a series of acts connected together with another crime charged
8 herein, and which crimes were so closely connected in respect to time, place, and occasion that
9 it would be difficult to separate proof of one charge from proof of the other, committed as
10 follows:
11

12 During a time intervening March 31, 2003, and May 8, 2003, in the County of
13 Whatcom, State of Washington, the above-named Defendant, with intent to injure or defraud,
14 did falsely make or complete written instruments, and did possess, utter, offer, dispose of, or
15 put off as true a written instrument which she knew to be forged, said instruments being:
16 documents related to a mortgage loan in the amount of \$184,500 on a property at 1284 Maralee
17 Lane, Bellingham, WA 98226, to wit: Residential Purchase and Sale Agreement, Adjustable
18 Rate Note and Rider, Deed of Trust, Borrower's Certification and Authorization, Uniform
19 Residential Loan Application, and HUD-1; contrary to Revised Code of Washington
20 9A.60.020(1), 9A.60.010(1)(a), (2) and (4). Maximum Penalty: Five (5) years imprisonment
21 and/or a \$10,000, plus restitution and assessments.
22

23 **COUNT IV.**

24 I, Rob McKenna, Attorney General aforesaid, do accuse JERALD ANTHONY
25 HANSEN of the crime of Forgery, based on a series of acts connected together with another
26

1 documents related to a mortgage loan in the amount of \$224,100 on a property at 3823
2 Morning Mist Way, Bellingham, WA 98229, to wit: Uniform Residential Loan Application,
3 Adjustable Rate Note and HUD-1; contrary to Revised Code of Washington 9A.60.020(1),
4 9A.60.010(1)(a), (2) and (4). Maximum Penalty: Five (5) years imprisonment and/or a
5 \$10,000, plus restitution and assessments.
6

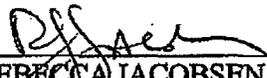
7 DATED this 1st day of December, 2005.
8

9 ROB MCKENNA
10 Attorney General

11 
12 REBECCA J. JACOBSEN, WSBA #34683
13 Assistant Attorney General
14 Attorney for the State of Washington

14 STATE OF WASHINGTON)
15) ss.
15 COUNTY OF WHATCOM)

16 I, Rebecca Jacobsen, being first duly sworn on oath, depose and say: that I am a duly
17 appointed and acting Assistant Attorney General for the State of Washington. I have attempted
18 to ascertain the Defendant's current address by causing a member of the Attorney General's
19 Office staff to conduct a search of the following databases: (the District Court Information
20 System (DISCIS), which has been renamed Judicial Information System (JIS), The Department
21 of Licenses (DOL) and the Department of Corrections (FORS), all of which are only accessible
22 by login and password. The Defendant's most current address is 3707 Morning Mist Way,
23 Bellingham, WA 98229. Further, I have read the foregoing information, know the contents
24 thereof and the same is true as I verily believe.
25
26

22 
23 REBECCA JACOBSEN, WSBA#34683
24 Assistant Attorney General
25
26

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

SUBSCRIBED AND SWORN to before me this 1 day of December, 2005.

Miroke N Anderson

NOTARY PUBLIC in and for the
State of Washington, My commission
expires on: 5/29/06

RECEIVED

MAY 10 2006

CRIMINAL JUSTICE DIVISION
ATTORNEY GENERAL'S OFFICE

FILED IN OPEN COURT

5-4 20 06

WHATCOM COUNTY CLERK

By 6
Deputy

SUPERIOR COURT OF WASHINGTON
COUNTY OF WHATCOM

STATE OF WASHINGTON, Plaintiff,

vs.

MIRIAM MABEL LOZANO, Defendant.

No. 05-1-01876-6

STATEMENT OF DEFENDANT ON PLEA OF
GUILTY TO NON-SEX OFFENSE (STIDFG)

DOB: August 25, 1962

1. My true name is: Miriam mabel Lozano

2. My age is: 43

3. I went through the 12th grade.

4. I HAVE BEEN INFORMED AND FULLY UNDERSTAND THAT:

- (a) I have the right to representation by a lawyer and that if I cannot afford to pay for a lawyer, one will be provided at no expense to me. My lawyer's name is WILLIAM FLIGELTAUB.
- (b) I am charged with the crime(s) of THEFT IN THE FIRST DEGREE, Count I.
- (c) I am pleading guilty to the crime(s) of THEFT IN THE FIRST DEGREE, Count I.

The elements of the crime(s) are:

THEFT IN THE FIRST DEGREE

During a time intervening March 31, 2003, and August 12, 2003, in the County of Whatcom, State of Washington, the above-named Defendant, in a series of transactions which are part of a criminal episode or a common scheme or plan, did obtain control over property of another, to-wit: in excess of \$1,500 of lawful monies of the United States disbursed from loan proceeds generated by the sales of properties at 1284 Maralee Lane, Bellingham, WA 98226, and at 3823 Morning Mist Way, Bellingham, WA 98229, by color or aid of deception through the use of forged and misleading mortgage loan documents, with intent to deprive such person(s) of such property; contrary to Revised Code of Washington 9A.56.030(1)(a), 9A.56.020(1)(b), and 9A.56.010(5)(a), (b), and (e). Maximum penalty: Ten (10) years imprisonment and/or a \$20,000 fine, plus costs and restitution.

25

5. I UNDERSTAND THAT I HAVE THE FOLLOWING IMPORTANT RIGHTS, AND I GIVE THEM ALL UP BY PLEADING GUILTY:

- (a) The right to a speedy and public trial by an impartial jury in the county where the crime is alleged to have been committed;
- (b) The right to remain silent before and during trial, and the right to refuse to testify against myself;
- (c) The right at trial to hear and question the witnesses who testify against me;
- (d) The right at trial to testify to have witnesses testify for me. These witnesses can be made to appear at no expense to me;
- (e) I am presumed innocent until the charge is proven beyond a reasonable doubt or I enter a plea of guilty;
- (f) The right to appeal a determination of guilt after a trial.

6. IN CONSIDERING THE CONSEQUENCES OF MY GUILTY PLEA, I UNDERSTAND THAT:

- (a) Each crime with which I am charged carries a maximum sentence, a fine, and a STANDARD SENTENCE RANGE as follows:

COUNT NO.	OFFENDER SCORE	STANDARD RANGE ACTUAL CONFINEMENT (not including enhancements)	PLUS Enhancements *	TOTAL ACTUAL CONFINEMENT (standard range including enhancements)	COMMUNITY CUSTODY RANGE (Only applicable for crimes committed on or after July 1, 2000. For crimes committed prior to July 1, 2000 see paragraph 6(f).)	MAXIMUM TERM
I	0	0-90 days		6 months		10 yrs/\$20,000

* (F) Firearm, (D) other deadly weapon, (V) VUSCA in protected zone, (VH) Veh. Hom, see RCW 46.61.520, (JP) Juvenile Present

- (b) The standard sentence range is based on the crime charged and my criminal history. Criminal history includes prior convictions and juvenile adjudications or convictions, whether in this state, in federal court, or elsewhere.
- (c) The prosecuting attorney's statement of my criminal history is attached to this agreement. Unless I have attached a different statement, I agree that the prosecuting attorney's statement is correct and complete. If I have attached my own statement, I assert that it is correct and complete. If I am convicted of any additional crimes between now and the time I am sentenced, I am obligated to tell the sentencing judge about those convictions.
- (d) If I am convicted of any new crimes before sentencing, or if any additional criminal history is discovered, both the standard sentence range and the prosecuting attorney's recommendation may increase. Even so, my plea of guilty to this charge is binding on me. I cannot change my mind if additional criminal history is discovered even though the standard sentencing range and the prosecuting attorney's recommendation increase or a mandatory sentence of life imprisonment without the possibility of parole is required by law.
- (e) In addition to sentencing me to confinement, the judge will order me to pay \$500.00 as a victim's compensation fund assessment. If this crime resulted in injury to any person or damage to or loss of property, the judge will order me to make restitution, unless extraordinary circumstances exist which make restitution inappropriate. The amount of restitution may be up to double my gain or double the victim's loss. The judge may also order that I pay a fine, court costs, attorney fees and the costs of incarceration.
- (f) For crimes committed prior to July 1, 2000: In addition to sentencing me to confinement, the judge may order me to serve up to one year of community supervision if the total period of confinement ordered is not more than 12 months. If this crime is a drug offense, assault in the second degree, assault of a child in the second degree, or any crime against a person in which a specific finding was made that I or an

accomplice was armed with a deadly weapon, the judge will order me to serve at least one year of community placement. If this crime is a vehicular homicide, vehicular assault, or a serious violent offense, the judge will order me to serve at least two years of community placement. The actual period of community placement, community custody or community supervision may be as long as my earned early release period. During the period of community placement, community custody or community supervision, I will be under the supervision of the Department of Corrections, and I will have restrictions and requirements placed upon me.

For crimes committed on or after July 1, 2000: In addition to sentencing me to confinement, the judge may order me to serve up to one year of community custody if the total period of confinement ordered is not more than 12 months. If the crime I have been convicted of falls into one of the offense types listed in the following chart, the court will sentence me to community custody for the community custody range established for that offense type unless the judge finds substantial and compelling reasons not to do so. If the period of earned release awarded per RCW 9.94A.150 is longer, that will be the term of my community custody. If the crime I have been convicted of falls into more than one category of offense types listed in the following chart, then the community custody range will be based on the offense type that dictates the longest term of community custody.

OFFENSE TYPE	COMMUNITY CUSTODY RANGE
Serious Violent Offenses	24 to 48 months or up to the period of earned release, whichever is longer
Violent Offenses	18 to 36 months or up to the period of earned release, whichever is longer
Crimes Against Persons as defined by RCW 9.94A.440(2)	9 to 18 months or up to the period of earned release, whichever is longer
Offenses under Chapter 69.50 or 69.52 RCW (Not sentenced under RCW 9.94A.120(6))	9 to 12 months or up to the period of earned release, whichever is longer

During the period of community custody I will be under the supervision of the Department of Corrections and I will have restrictions and requirements placed upon me. My failure to comply with these conditions will render me ineligible for general assistance, RCW 74.04.005(6)(h), and may result in the Department of Corrections transferring me to a more restrictive confinement status or other sanctions.

- (g) I have entered into a plea agreement with the State. In exchange for my pleading guilty as stated herein, the state makes the following recommendation to the judge:

The defendant shall serve 6 months for COUNT: I, confinement in the custody of the Whatcom County Jail; This plea agreement is conditioned on the defendant agreeing to pay restitution on charged and uncharged counts or dismissed cause numbers (if applicable); This time reflects an exceptional sentence upwards; Confinement alternatives of Work Crew and Work Release are recommended; The defendant shall fully cooperate in mandatory DNA testing; Legal Financial Obligations as follows: Restitution is To Be Determined and/or only partial restitution is listed; Criminal Filing Fee \$200.00; Victim Fund Assessment - \$500.00; Mandatory DNA test Crime Lab cost - \$100.00; The court will set the defendant's monthly payment amount at \$100.00 towards his Legal Financial Obligations, which will remain in effect until such time as the defendant executes a payment plan negotiated with the Collection Deputy. The first payment of \$100.00 is due immediately after imposition of sentence or release from confinement, whichever event occurs last; The defendant shall pay the costs of services to collect unpaid legal financial obligations.

- (h) The judge does not have to follow anyone's recommendation as to sentence. The judge must impose a sentence within the standard range unless the judge finds substantial and compelling reasons not to do so.
- (i) The judge may impose an exceptional sentence below the standard range if the judge finds mitigating circumstances supporting an exceptional sentence.

- (ii) The judge may impose an exceptional sentence above the standard range if I am being sentenced for more than one crime and I have an offender score of more than nine.
- (iii) The judge may also impose an exceptional sentence above the standard range if the State and I stipulate that justice is best served by imposition of an exceptional sentence and the judge agrees that an exceptional sentence is consistent with and in furtherance of the interest of justice and the purposes of the Sentencing Reform Act.
- (iv) The judge may also impose an exceptional sentence above the standard range if the State has given notice that it will seek an exceptional sentence, the notice states aggravating circumstances upon which the requested sentence will be based, and facts supporting an exceptional sentence are proven beyond a reasonable doubt to a unanimous jury, to a judge if I waive a jury, or by stipulated facts.

I understand that if a standard range sentence is imposed, the sentence cannot be appealed by anyone. If an exceptional sentence is imposed after a contested hearing, either the State or I can appeal the sentence.

- (i) If I am not a citizen of the United States, a plea of guilty to an offense punishable as a crime under state law is grounds for deportation, exclusion from admission to the United States, or denial of naturalization pursuant to the laws of the United States.
- (j) I understand that I may not possess, own, or have under my control any firearm unless my right to do so is restored by a court of record and that I must immediately surrender any concealed pistol license. RCW 9A.1.040.
- (k) I understand that I will be ineligible to vote until that right is restored in a manner described in RCW 10.64 [2005 Wash. Laws 245 § 1]. If I am registered to vote, my voter registration will be cancelled. Wash. Const. Art. VI, § 3, RCW 29A.04.079, 29A.08.520.
- (l) Public assistance will be suspended during any period of imprisonment.
- (m) I understand that I will be required to have a biological sample collected for purposes of DNA identification analysis. For offenses committed on or after July 1, 2002, I will be required to pay a \$100 DNA collection fee.

NOTIFICATION RELATING TO SPECIFIC CRIMES: IF ANY OF THE FOLLOWING PARAGRAPHS DO NOT APPLY, THEY SHOULD BE STRICKEN AND INITIALED BY THE DEFENDANT AND THE JUDGE

~~(a) This offense is a most serious offense or strike as defined by RCW 9.94A.030, and if I have at least two prior convictions for most serious offenses, whether in this state, in federal court, or elsewhere, the crime for which I am charged carries a mandatory sentence of life imprisonment without the possibility of parole.~~

(o) The judge may sentence me as a first time offender instead of giving a sentence within the standard range if I qualify under RCW 9.94A.030. This sentence could include as much as 90 days confinement, and up to two years community supervision if the crime was committed prior to July 1, 2000, or up to two years of community custody if the crime was committed on or after July 1, 2000, plus all of the conditions described in paragraph (e). Additionally, the judge could require me to undergo treatment, to devote time to a specific occupation, and to pursue a prescribed course of study or occupational training.

~~(p) If this crime involves a kidnapping offense involving a minor, I will be required to register where I reside, study or work. The specific registration requirements are set forth in "Offender Registration" Attachment.~~

(q) If this is a crime of domestic violence I may be ordered to pay a domestic violence assessment of up to \$100. If I, or the victim of the offense, have a minor child, the court may order me to participate in a domestic violence perpetrator program approved under RCW 26.50.150.

(r) If this crime involves prostitution, or a drug offense associated with hypodermic needles, I will be required to undergo testing for the human immunodeficiency (AIDS) virus.

(s) The judge may sentence me under the special drug offender sentencing alternative (DOSA) if I qualify under RCW 9.94A.660. Even if I qualify, the judge may order that I be examined by a licensed or certified treatment provider before deciding to impose a DOSA sentence. If the judge decides to impose a DOSA sentence, it could be either a prison-based alternative or a residential chemical dependency treatment-based alternative. If the judge imposes the prison-based alternative, the sentence will consist of a period of total confinement in a state facility for one-half of the midpoint of the standard range. During confinement, I will be required to undergo a comprehensive substance abuse assessment and to participate in treatment. The judge will also impose a term of community custody of at least one-half of the midpoint of the standard range.

If the judge imposes the residential chemical dependency treatment based alternative, the sentence will consist of a term of community custody equal to one-half of the midpoint of the standard sentence range or two years, whichever is greater, and I will have to enter and remain in a certified residential chemical dependency treatment program for a period of ~~three to six months~~, as set by the court. As part of this sentencing alternative, the court is required to schedule a progress hearing during the period of residential chemical dependency treatment and a treatment termination hearing scheduled three months before the expiration of the term of community custody. At either hearing, based upon reports by my treatment provider and the department of corrections on my compliance with treatment and monitoring requirements and recommendations regarding termination from treatment, the judge may modify the conditions of my community custody or order me to serve a term of total confinement equal to one-half of the midpoint of the standard sentence range, followed by a term of community custody under RCW 9.94A.715.

During the term of community custody for either sentencing alternative, the judge could prohibit me from using alcohol or controlled substances, require me to submit to urinalysis or other testing to monitor that status, require me to devote time to a specific employment or training, stay out of certain areas, pay \$30.00 per month to offset the cost of monitoring and require other conditions, such as affirmative conditions, and the conditions described in paragraph 6(e). The judge, on his or her own initiative, may order me to appear in court at any time during the period of community custody to evaluate my progress in treatment or to determine if any violations of the conditions of the sentence

have occurred. If the court finds that I have violated the conditions of the sentence or that I have failed to make satisfactory progress in treatment, the court may modify the terms of my community custody or order me to serve a term of total confinement within the standard range.

- (t) If the judge finds that I have a chemical dependency that has contributed to the offense, the judge may order me to participate in rehabilitative programs or otherwise to perform affirmative conduct reasonably related to the circumstances of the crime for which I am pleading guilty.
- (u) If this crime involves the manufacture, delivery, or possession with the intent to deliver methamphetamine, including its salts, isomers, and salts of isomers, or amphetamine, including its salts, isomers, and salts of isomers, a mandatory methamphetamine clean-up fine of \$3,000.00 will be assessed. RCW 69.50.401(a)(1)(ii).
- (v) If this crime involves a violation of the state drug laws, my eligibility for state and federal food stamps, welfare, and education benefits will be affected. 20 U.S.C. § 1091r and 21 U.S.C. § 862a.
- (w) If this crime involves a motor vehicle, my driver's license or privilege to drive will be suspended or revoked.
- (x) If this crime involves the offense of vehicular homicide while under the influence of intoxicating liquor any drug, as defined by RCW 46.61.502, committed on or after January 1, 1999, an additional two years shall be added to the presumptive sentence for vehicular homicide for each prior offense as defined in RCW 46.61.5055(8).
- (y) The crime of _____ has a mandatory minimum sentence of at least _____ years of total confinement. The law does not allow any reduction of this sentence. This mandatory minimum sentence is not the same as the mandatory sentence of life imprisonment without the possibility of parole described in paragraph 6(r).
- (z) I am being sentenced for two or more serious violent offenses arising from separate and distinct criminal conduct and the sentences imposed on counts _____ and _____ will run consecutively unless the judge finds substantial and compelling reasons to do otherwise.
- (aa) I understand that the offense(s) I am pleading guilty to include a deadly weapon or firearm enhancement. Deadly weapon or firearm enhancements are mandatory, they must be served in total confinement and they must run consecutively to any other sentence and to any other deadly weapon or firearm enhancements.
- (bb) I understand that the offenses I am pleading guilty to include both a conviction under RCW 9A1.040 for unlawful possession of a firearm in the first or second degree and one or more convictions for the felony crimes of theft of a firearm or possession of a stolen firearm. The sentences imposed for these crimes shall be served consecutively to each other. A consecutive sentence will also be imposed for each firearm unlawfully possessed.
- (cc) I understand that if I am pleading guilty to the crime of unlawful practices in obtaining assistance as defined in RCW 74.08.331, no assistance payment shall be made for at least six (6) months if this is my first conviction and for at least twelve (12) months if this is my second or subsequent conviction. This suspension of benefits will apply even if I am not incarcerated. RCW 74.08.290.

7. I plead guilty to the crime(s) of **THEFT IN THE FIRST DEGREE** charged in the FIRST Amended Information. I have received a copy of that information.
8. I make this plea freely and voluntarily.
9. No one has threatened harm of any kind to me or to any other person to cause me to make this plea.
10. No person has made promises of any kind to cause me to enter this plea except as set forth in this statement.
11. The judge has asked me to state briefly in my own words what I did that makes me guilty of this crime. This is my statement:

Between March 31, 2003 and August 13, 2003 in Whatcom County, State of Washington I submitted documents to lenders

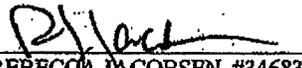
that contained false information and misleading information. Two lenders relied on that documentation. As a result the lenders provided monies through mortgage financing that the lenders would not have loaned if they had known the correct information. The amount of money was in excess of \$1,500.00.

Instead of making a statement, I agreed that the court may review the police reports and/or a statement of probable cause supplied by the prosecution to establish a factual basis for the plea.

12. My lawyer has explained to me, and we have fully discussed all of the above paragraphs and "Offender Registration" Attachment, if applicable. I understand them all. I have been given a copy of this "Statement of Defendant on Plea of Guilty." I have no further questions to ask the judge.


 MIRIAM MABEL LOZANO
 Defendant

I have read and discussed this statement with the defendant and believe that the defendant is competent and fully understands the statement.


 REBECCA JACOBSEN, #34683
 Assistant Attorney General


 WILLIAM FLIGELTAUB, # 7125
 Attorney for Defendant

The foregoing statement was signed by the defendant in open court in the presence of the defendant's lawyer and the undersigned judge. The defendant asserted that (check appropriate box):

- (a) The defendant had previously read the entire statement above and that the defendant understood it in full; or
 (b) The defendant's lawyer had previously read to him or her the entire statement above and that the defendant understood it in full; or

(c) An interpreter had previously read to the defendant the entire statement above and that the defendant understood it in full. The Interpreter's Declaration is attached.

I find the defendant's plea of guilty to be knowingly, intelligently and voluntarily made. Defendant understands the charges and the consequences of the plea. There is a factual basis for the plea. The defendant is guilty as charged.

Dated this 4th day of May, 2006.


 Judge

CRIMINAL HISTORY

CRIME	DATE OF SENTENCE	A or J	TYPE OF CRIME
NONE			

RECEIVED

MAY 10 2006

CRIMINAL JUSTICE DIVISION
ATTORNEY GENERAL'S OFFICE

FILED IN OPEN COURT

5-4 20 06
WHATCOM COUNTY CLERK

By _____
Deputy

**SUPERIOR COURT OF WASHINGTON
COUNTY OF WHATCOM**

STATE OF WASHINGTON, Plaintiff,
vs.
MIRIAM MABEL LOZANO, Defendant.
DOB: August 25, 1962
aka Mabel Miriam Shaffer, Miriam Shaffer

No. 05-1-01876-6

JUDGMENT AND SENTENCE (FJS)

JAIL ONE YEAR OR LESS
[XX] CLERK'S ACTION REQUIRED-para 4.1 (LFO'S)

I. HEARING

1.1 A sentencing hearing was held and the defendant, Miriam Mabel Lozano, the defendant's lawyer, William Filgeltau, and the Assistant Attorney General, Rebecca Jacobsen, were present.

II. FINDINGS

There being no reason why judgment should not be pronounced, the Court FINDS:

2.1 **CURRENT OFFENSE(S):** The defendant was found guilty on May 4, 2006 by PLEA of:

COUNT	CRIME	RCW	DATE OF CRIME
I	THEFT IN THE FIRST DEGREE	9A.56.030(1)(a), 9A.56.020(1)(b) and 9A.56.010(5)(a), (b) and (e)	March 31, 2003

as charged in the Amended Information.

- The Court finds that the defendant is subject to sentencing under RCW 9.94A.712.
- A special verdict/finding for use of firearm was returned on Count(s) _____. RCW 9.94A.602, .510
- A special verdict/finding for use of deadly weapon other than a firearm was returned on Count(s) _____. RCW 9.94A.602, .510
- A special verdict/finding of sexual motivation was returned on Count(s) _____. RCW 9.94A.835
- A special verdict/finding for Violation of the Uniform Controlled Substances Act was returned on Count(s) _____, RCW 69.50.401 and RCW 69.50.435, taking place in a school, school bus, within

1000 feet of the perimeter of a school grounds or within 1000 feet of a school bus route stop designated by the school district; or in a public park, public transit vehicle, or public transit stop shelter; or in, or within 1000 feet of the perimeter of, a civic center designated as a drug-free zone by a local government authority, or in a public housing project designated by a local governing authority as a drug-free zone.

- A special verdict/finding that the defendant committed a crime involving the manufacture of methamphetamine when a juvenile was present in or upon the premises of manufacture was returned on Count(s) _____. RCW 9.94A.605, RCW 69.50.401(a), RCW 69.50.440.
- The defendant was convicted of vehicular homicide which was proximately caused by a person driving a vehicle while under the influence of intoxicating liquor or drug or by the operation of a vehicle in a reckless manner and is therefore a violent offense. RCW 9.94A.030
- This case involves kidnapping in the first degree, kidnapping in the second degree, or unlawful imprisonment as defined in chapter 9A.40 RCW, where the victim is a minor and the offender is not the minor's parent. RCW 9A.44.130
- The court finds that the offender has a chemical dependency that has contributed to the offense(s). RCW 9.94A.607
- Current offenses encompassing the same criminal conduct and counting as one crime in determining the offender score are (RCW 9.94A.589):
- The crime charged in this cause involves domestic violence.
- Other current convictions listed under different cause numbers used in calculating the offender score are (list offense and cause number):

2.2 CRIMINAL HISTORY (RCW 9.94A.525):

CRIME	DATE OF SENTENCE	A or J	TYPE OF CRIME
NONE			

- Additional criminal history is attached in Appendix 2.2.
- The defendant committed a current offense while on community placement (adds one point to score). RCW 9.94A.525
- The court finds that the following prior convictions are one offense for purposes of determining the offender score (RCW 9.94A.525):
- The following prior convictions are not counted as points but as enhancements pursuant to RCW 46.61.520:

2.3 SENTENCING DATA:

COUNT NO.	OFFENDER SCORE	SERIOUSNESS LEVEL	STANDARD RANGE ACTUAL CONFINEMENT (not including enhancements)	PLUS Enhancements *	TOTAL ACTUAL CONFINEMENT (standard range including enhancements)	COMMUNITY CUSTODY RANGE (only applicable for crimes committed on or after July 1, 2000. For crimes committed prior to July 1, 2000 see paragraph 6(f).)	MAXIMUM TERM
I	0	II	0-90 days		6 months		10 yrs/\$20,000

- Additional current offense sentencing data is attached in Appendix 2.3.

2.4 **[XX] EXCEPTIONAL SENTENCE.** Substantial and compelling reasons exist which justify an exceptional sentence UPWARDS the standard range for Count I. Findings of fact and conclusions of law are attached in Appendix 2.4. The Prosecuting Attorney [XX] did [] did not recommend a similar sentence.

2.5 **ABILITY TO PAY LEGAL FINANCIAL OBLIGATIONS.** The court has considered the total amount owing, the defendant's past, present and future ability to pay legal financial obligations, including the defendant's financial resources and the likelihood that the defendant's status will change. The court finds that

the defendant has the ability or likely future ability to pay the legal financial obligations imposed herein.
RCW 9.94A.753

The following extraordinary circumstances exist that make restitution inappropriate (RCW 9.94A.753):
No impact on victim/leaves

2.6 For violent offenses, most serious offenses, or armed offenders recommended sentencing agreements or plea agreements are as follows:

III. JUDGMENT

3.1 The defendant is GUILTY of the Counts and Charges listed in Paragraph 2.1 and Appendix 2.1.

3.2 The Court DISMISSES Count(s)

IV. SENTENCE AND ORDER

IT IS ORDERED:

4.1 Defendant shall pay to the Clerk of this Court:

JASS CODE

\$	Restitution to:
\$	Restitution to:
\$	Restitution to:

RTN/RJN
Office).

(Name and Address—address may be withheld and provided confidentially to Clerk's

PCV	<u>\$500.00</u>	Victim Assessment	RCW 7.68.035
FRC	<u>\$200.00</u>	Court costs, including:	RCW 9.94A.760, 9.94A.505, 10.01.160, 10.46.190
		Criminal filing fee	<u>\$200.00</u>
		Witness costs	\$
		Sheriff service fees	\$
		Jury demand fee	<u>\$0</u>
			FRC WFR SFR/SFS/SFW/WRF JFR
PUB		Fees for court appointed attorney	RCW 9.94A.760
WFR	\$	Court appointed defense expert and other defense costs	RCW 9.94A.760
FCM	\$ <u>4,705.56</u>	Fine	RCW 9A.20.021
LDI	\$	VUCSA Fine	<input type="checkbox"/> VUCSA additional fine deferred due to indigency RCW 69.50.430
MTH	\$	Meth Lab Cleanup	<input type="checkbox"/> VUCSA additional fine deferred due to indigency RCW 69.50.401

CDF/LDI/ FCD/NTF/ SAD/SDI	\$	Drug enforcement fund		RCW 9.94A.760
CLF	\$	Crime lab fee	<input type="checkbox"/> Suspended due to indigency	RCW 43.43.690
DNA	<u>\$100.00</u>	Felony DNA Collection Fee	<input type="checkbox"/> Not imposed due to hardship	RCW 43.43.(Ch. 289 L 2002 § 4)
RTN/RJN	\$	Emergency response costs (Vehicular Assault, Vehicular Homicide only, \$1000 maximum)		RCW 38.52.430
5505 ⁷⁶	<u>5575 ²¹</u>	TOTAL		RCW 9.94A.760

The above total does not include all restitution or other legal financial obligations, which may be set by later order of the court. An agreed restitution order may be entered, RCW 9.94A.753. A restitution hearing:

- shall be set by the prosecutor
 is scheduled for _____

RESTITUTION. Schedule attached

In addition to the other costs imposed herein the Court finds that the defendant has the means to pay for the cost of incarceration and is ordered to pay such costs at the statutory rate. RCW 9.94A.760.

All payments shall be made in accordance with the policies, procedures and schedules of the Whatcom County Clerk as supervision of legal financial obligations has been assumed by the Court. RCW 9.94A.760

PAYMENT IN FULL: Defendant agrees and is hereby ordered to make payment in full within _____ days after the imposition of sentence to the Whatcom County Clerk for the amount due and owing for legal financial obligations and restitution.

MONTHLY PAYMENT PLAN: The defendant agrees and is hereby ordered to enter into a monthly payment plan, with the Whatcom County Clerk for the amounts due and owing for legal financial obligations and restitution, immediately after sentencing. The Court hereby sets the defendant's monthly payment amount at \$100.00, which will remain in effect until such time as the defendant executes a payment plan negotiated with the Collections Deputy. The first payment of \$100.00 is due immediately after imposition of sentence or release from confinement, whichever occurs last.

During the period of repayment, the Whatcom County Clerk's Collections Deputy may require the defendant to appear for financial review hearings regarding the appropriateness of the collection schedule. The defendant will respond truthfully and honestly to all questions concerning earning capabilities, the location and nature of all property or financial assets and provide all written documentation requested by the Collections Deputy in order to facilitate review of the payment schedule. RCW 9.94A.. The defendant shall keep current all personal information provided on the financial statement provided to the Collections Deputy. Specifically, the defendant shall notify the Whatcom County Superior Court Clerk's Collection Deputy, or any subsequent designee, of any material change in circumstance, previously provided in the financial statement, i.e. address, telephone or employment within 48 hours of change.

DEFENDANT MUST MEET WITH COLLECTIONS DEPUTY PRIOR TO RELEASE FROM CUSTODY.

The defendant shall pay the cost of services to collect unpaid legal financial obligations, which include monitoring fees for a monthly time payment plan and/or collection agency fees if the account becomes delinquent. (RCW 36.18.190)

The financial obligations imposed in this judgment shall bear interest from the date of the Judgment until payment in full, at the rate applicable to civil judgments. RCW 10.82.090. An award of costs on appeal against the defendant may be added to the total legal financial obligations. RCW 10.73.160

4.2 DNA TESTING. The defendant shall have a biological sample collected for purposes of DNA identification analysis and the defendant shall fully cooperate in the testing. The appropriate agency shall be responsible for obtaining the sample prior to the defendant's release from confinement. RCW 43.43.754

HIV TESTING. The defendant shall submit to HIV testing. RCW 70.24.340

4.3 NO CONTACT ORDER/ORDER PROHIBITING CONTACT

~~NO CONTACT ORDER. The defendant shall not approach or communicate with Hain Noriega or Junny Arenas, including, but not limited to, personal, verbal, telephonic, written or contact through a third party for 10 years (not to exceed the maximum statutory sentence).~~ EJ

4.4 OTHER:

Defendant is to be released immediately to set up jail alternatives.

DEPORTATION. If the defendant is found to be a criminal alien eligible for release to and deportation by the United States Immigration and Naturalization Service, subject to arrest and reincarceration in accordance with law, then the undersigned Judge or Prosecutor consent to such release and deportation prior to the expiration of the sentence. RCW 9.94A.280

4.5 JAIL ONE YEAR OR LESS. The defendant is sentenced as follows:

(a) CONFINEMENT. RCW 9.94A.589. Defendant is sentenced to the following term of total confinement in the custody of the county jail:

6 months for COUNT: I.

OTHER:

30 EHD) CONFINEMENT, 5 months EHD

All counts shall be served concurrently, except for the following which shall be served CONSECUTIVELY:

The sentence herein shall run consecutively with the sentence in cause number(s) but concurrently to any other felony cause not referred to in this Judgment. RCW 9.94A.589

Confinement shall commence IMMEDIATELY unless otherwise set forth here: June 27, 2006
between 1:00 p.m. and 4:00 p.m.

PARTIAL CONFINEMENT. Defendant may serve the sentence, if eligible and approved, in partial confinement in the following programs, subject to the following conditions:

work crew RCW 9.94A.725

work release RCW 9.94A.731

Electronic Home Detention RCW 9.94A.734

CONVERSION OF JAIL CONFINEMENT (Nonviolent and Nonsex offenses). RCW 9.94A.680(3). The county jail is authorized to convert jail confinement to an available county supervised community option and may require the offender to perform affirmative conduct pursuant to RCW 9.94A.

ALTERNATIVE CONVERSION. RCW 9.94A.680. _____ days of total confinement ordered above are hereby converted to _____ hours of community service (8 hours = 1 day, nonviolent offenders only, 30 days maximum) which are to be completed within ten (10) months of sentencing at a non-profit organization of the defendant's choice. Proof of completion of community service hours must be submitted to the court on or before a review hearing set for _____ at _____ am. Failure to provide proof of compliance on or before the afore-noted date will result in all hours being converted immediately to straight jail time. In addition thereto, an additional thirty (30) days shall be served consecutive to the straight jail time as a sanction for failure to comply with the Court's order. Failure to appear at the review hearing will result in the issuance of a bench warrant.

(c) The defendant shall receive credit for time served prior to sentencing, including time spent in transport, if that confinement was solely under this cause number. RCW 9.94A.505. The time served shall be computed by the jail unless the credit for time served prior to sentencing is specifically set forth by the court:

4.7 **OFF LIMITS ORDER (known drug trafficker)** RCW 10.66.020. The following areas are off limits to the defendant while under the supervision of the County Jail or Department of Corrections:

V. NOTICES AND SIGNATURES

5.1 **COLLATERAL ATTACK ON JUDGMENT.** Any petition or motion for collateral attack on this judgment and sentence, including but not limited to any personal restraint petition, state habeas corpus petition, motion to vacate judgment, motion to withdraw guilty plea, motion for new trial or motion to arrest judgment, must be filed within one year of the final judgment in this matter, except as provided for in RCW 10.73.100. RCW 10.73.090

5.2 **LENGTH OF SUPERVISION.** For an offense committed prior to July 1, 2000, the defendant shall remain under the court's jurisdiction and the supervision of the Department of Corrections for a period up to ten years from the date of sentence or release from confinement, whichever is longer, to assure payment of all legal financial obligations unless the court extends the criminal judgment an additional ten years. For an offense committed on or after July 1, 2000, the court shall retain jurisdiction over the offender, for the purposes of the offender's compliance with payment of the legal financial obligations, until the obligation is completely satisfied, regardless of the statutory maximum for the crime. RCW 9.94A.760 and RCW 9.94A.505(5)

5.3 **NOTICE OF INCOME-WITHHOLDING ACTION.** If the court has not ordered an immediate notice of payroll deduction in Section 4.1, you are notified that the Department of Corrections may issue a notice of payroll deduction without notice to you if you are more than 30 days past due in monthly payments in an amount equal to or greater than the amount payable for one month. RCW 9.94A.7602. Other income-withholding action under RCW 9.94A.760 may be taken without further notice. RCW 9.94A.7606

5.4 **RESTITUTION HEARING.**

Defendant waives any right to be present at any restitution hearing (sign initials): _____

5.5 Any violation of this Judgment and Sentence is punishable by up to 60 days of confinement per violation. RCW 9.94A.634

5.6 **FIREARMS.** You must immediately surrender any concealed pistol license and you may not own, use or possess any firearm unless your right to do so is restored by a court of record. (The court clerk shall

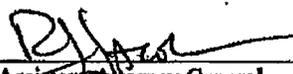
forward a copy of the defendant's driver's license, identicard, or comparable identification, to the Department of Licensing along with the date of conviction or commitment). RCW 9.41.040, 9.41.047

5.8 []The court finds that Count(s) is a felony in the commission of which a motor vehicle was used. The court clerk is directed to immediately mark the person's Washington State Driver's license or permit to drive, in any manner authorized by the department. The court clerk is directed to immediately forward an Abstract of Court Record to the Department of Licensing, which must revoke the defendant's driver's license. RCW 46.20.285.

5.9 OTHER:

DONE in Open Court and in the presence of the defendant this date: May 4, 2006.


JUDGE


Assistant Attorney General
WSBA # 34683

Print name: REBECCA JACOBSEN


Attorney for Defendant
WSBA # 7125

Print name: WILLIAM FLIGELTAUB

MIRIAM MABEL LOZANO
CAUSE NUMBER of this case: 05-1-01876-6

I, _____, Clerk of this Court, certify that the foregoing is a full, true and correct copy of the Judgment and Sentence in the above-entitled action, now on record in this office.

WITNESS my hand and seal of the said Superior Court affixed this date: May 4, 2006.

Clerk of said County and State, by: _____, Deputy Clerk

IDENTIFICATION OF DEFENDANT

SID No. _____
(If no SID take fingerprint card for State Patrol)

Date of Birth: 08/25/62

FBI No. _____
PCN No. 900049854

Local ID No. _____

Other _____

Alias name, SSN, DOB: aka Mabel Miriam Shaffer, Miriam Shaffer

Race: Hispanic

Sex: Female

Defendant's Last Known Address: 3707 Morning Mist Way, Bellingham, WA 98229

FINGERPRINTS I attest that I saw the same defendant who appeared in Court on this document affix her fingerprints and signature thereto.

Clerk of the Court: _____, Deputy Clerk, Dated: May 4, 2006

DEFENDANT'S SIGNATURE: _____

Left Thumb



Right Thumb



Exhibit C

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

**STATE OF WASHINGTON
DEPARTMENT OF FINANCIAL INSTITUTIONS
CONSUMER SERVICES DIVISION**

IN THE MATTER OF DETERMINING
Whether there has been a violation of the
Mortgage Broker Practices Act of Washington by:

Miriam Lozano,

Respondent.

NO. C-04-133-07-FO01

**FINAL ORDER
Miriam Lozano**

I. DIRECTOR'S CONSIDERATION

A. Default. This matter has come before the Director of the Department of Financial Institutions of the State of Washington (Director), through his designee Consumer Services Acting Division Director Deborah Bortner, pursuant to RCW 34.05.440(1). On October 18, 2006, the Director through his designee Consumer Services Division Director Chuck Cross, entered a Statement of Charges and Notice of Intention to Enter an Order to Prohibit from Industry and Collect Investigation Fee (Statement of Charges). A copy of the Statement of Charges is attached and incorporated into this order by this reference.

On October 21, 2006 the Department served the Statement of Charges, cover letter dated October 20, 2006, Notice of Opportunity to Defend and Opportunity for Hearing, and a blank Application for Adjudicative Hearing for Miriam Lozano (Respondent) on Respondent by sending packages containing the documents to Respondent at her residence via Federal Express overnight delivery and by first class mail. On October 21, 2006, the documents sent via Federal Express overnight delivery were delivered. The documents sent via first class mail were not returned to the Department by the United States Postal Service.

1 Respondent did not request an adjudicative hearing within twenty calendar days after the
2 Department served her with the Notice of Opportunity to Defend and Opportunity for Hearing, as
3 provided for in WAC 208-08-050(2).

4 B. Record Presented. The record presented to the Director's Designee for her review and
5 for entry of a final decision included the following:

- 6 1. Statement of Charges and cover letter dated February October 20, 2006; and
- 7 2. Notice of Opportunity to Defend and Opportunity for Hearing; and
- 8 3. Blank Application for Adjudicative Hearing for Miriam Lozano; and
- 9 4. Documentation of service on October 21, 2006, of the Statement of Charges, Notice
10 of Opportunity to Defend and Opportunity for Hearing, Blank Application for
11 Adjudicative Hearing for Miriam Lozano, and cover letter dated October 20, 2006;
12 and
- 13 5. Whatcom County Court Judgement and Sentence in State v. Miriam Lozano, Case
14 No. 05-1-01876-6, dated May 4, 2006, listing Respondents address as 3707 Morning
Mist Way, Bellingham, WA 98229.

15 C. Factual Findings and Grounds For Order. Pursuant to RCW 34.05.440(1), the
16 Director, through his Designee, hereby adopts the Statement of Charges, which is attached hereto.

17 II. FINAL ORDER

18 Based upon the foregoing, and the Director, through his designee, having considered the
19 record and being otherwise fully advised, NOW, THEREFORE:

20 A. IT IS HEREBY ORDERED, That:

- 21 1. Respondent Miriam Lozano be prohibited from participation in the conduct of the
22 affairs of any licensed mortgage broker, in any manner, for a period of ten (10) years
from the date of this Order; and
- 23 2. Respondent Miriam Lozano pay an investigation fee in the amount of \$2620.73
24 calculated at \$47.78 per hour for 54.85 staff hours devoted to the investigation.

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

B. Reconsideration. Pursuant to RCW 34.05.470, Respondent has the right to file a Petition for Reconsideration stating the specific grounds upon which relief is requested. The Petition must be filed in the Office of the Director of the Department of Financial Institutions by courier at 150 Israel Road SW, Tumwater, Washington 98501, or by U.S. Mail at P.O. Box 41200, Olympia, Washington 98504-1200, within ten (10) days of service of the Final Order upon Respondent. The Petition for Reconsideration shall not stay the effectiveness of this order nor is a Petition for Reconsideration a prerequisite for seeking judicial review in this matter.

A timely Petition for Reconsideration is deemed denied if, within twenty (20) days from the date the petition is filed, the agency does not (a) dispose of the petition or (b) serve the parties with a written notice specifying the date by which it will act on a petition.

C. Stay of Order. The Director, through his Designee, has determined not to consider a Petition to Stay the effectiveness of this order. Any such requests should be made in connection with a Petition for Judicial Review made under chapter 34.05 RCW and RCW 34.05.550.

D. Judicial Review. Respondent has the right to petition the superior court for judicial review of this agency action under the provisions of chapter 34.05 RCW. For the requirements for filing a Petition for Judicial Review, see RCW 34.050.510 and subsequent sections.

E. Non-compliance with Order. If you do not comply with the terms of this order, the Department may seek its enforcement by the Office of Attorney General to include the collection of the fees imposed herein.

//
//
//
//
//

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

F. Service. For purposes of filing a Petition for Reconsideration or a Petition for Judicial Review, service is effective upon deposit of this order in the U.S. mail, declaration of service attached hereto.

DATED this 13th day of February, 2007.



STATE OF WASHINGTON
DEPARTMENT OF FINANCIAL INSTITUTIONS

A handwritten signature in cursive script, appearing to read "Deborah Bortner", written over a horizontal line.

DEBORAH BORTNER
ACTING DIRECTOR
DIVISION OF CONSUMER SERVICES
DEPARTMENT OF FINANCIAL INSTITUTIONS

1
2
3
4
5
6
7
8
9

**STATE OF WASHINGTON
DEPARTMENT OF FINANCIAL INSTITUTIONS
CONSUMER SERVICES DIVISION**

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

IN THE MATTER OF DETERMINING
Whether there has been a violation of the
Mortgage Broker Practices Act of
Washington by:

Miriam Lozano,

Respondent.

NO. C-04-133-06-SC01

STATEMENT OF CHARGES and
NOTICE OF INTENTION TO ENTER
AN ORDER TO PROHIBIT FROM INDUSTRY
AND COLLECT INVESTIGATION FEE

INTRODUCTION

Pursuant to RCW 19.146.220 and RCW 19.146.223, the Director of the Department of
Financial Institutions of the State of Washington (Director) is responsible for the administration of
chapter 19.146 RCW, the Mortgage Broker Practices Act (Act). After having conducted an
investigation pursuant to RCW 19.146.235, and based upon the facts available as of October 20, 2006,
the Director institutes this proceeding and finds as follows:

I. FACTUAL ALLEGATIONS

1.1 Respondent: Miriam Lozano (Lozano) was a loan officer with Channel Lending at the time
of the alleged violations. Lozano is known to have conducted business at the following location:

Daniel R. Shaffer dba Channel Lending
1508 E. Sunset Dr. Bellingham, WA.

1.2 Investigation: The Department received information that Lozano had taken the personal
identification of a borrower and used that information to purchase two homes in the name of the
borrower without the borrower's knowledge or permission. Lozano admitted to falsifying information
contained in that borrower's loan applications.

1 principal, employee, or loan originator of any licensed mortgage broker or any person subject to
2 licensing under the Act for any violation of RCW 19.146.0201(1) through (9) or (12), RCW
3 19.146.030 through RCW 19.146.080, or RCW 19.146.200, or RCW 19.146.205(4), or RCW
4 19.146.265, or for conviction of a gross misdemeanor involving dishonesty or financial misconduct or
5 a felony after obtaining a license.

6 **2.2 Authority to Charge Investigation Fee:** Pursuant to RCW 19.146.228(2), WAC 208-660-060(4)
7 and WAC 208-660-061, upon completion of any investigation of the books and records of a licensee or
8 other person subject to the Act; the Department will furnish to the licensee or other person subject to the
9 Act a billing to cover the cost of the investigation. The investigation charge will be calculated at the rate
10 of forty-seven dollars and seventy-eight cents (\$47.78) per hour that each staff person devoted to the
11 investigation.
12

13 III. NOTICE OF INTENTION TO ENTER ORDER

14 Respondent's violations of the provisions of chapter 19.146 RCW and chapter 208-660 WAC, as
15 set forth in the above Factual Allegations and Grounds for Entry of Order, constitute a basis for the entry
16 of an Order under RCW 19.146.220, RCW 19.146.221 and RCW 19.146.223. Therefore, it is the
17 Director's intention to ORDER that:

- 18 3.1 Respondent Miriam Lozano be prohibited from participation in the conduct of the
19 affairs of any licensed mortgage broker, in any manner, for a period of ten (10)
20 years; and
- 21 3.2 Respondent Miriam Lozano pay an investigation fee in the amount of \$2620.73
22 calculated at \$47.78 per hour for 54.85 staff hours devoted to the investigation.

23 IV. AUTHORITY AND PROCEDURE

24 This Statement of Charges and Notice of Intention to Enter an Order to Prohibit from Industry and
25 Collect Investigation Fee is entered pursuant to the provisions of RCW 19.146.220, RCW 19.146.221,
26

1 RCW 19.146.223 and RCW 19.146.230, and is subject to the provisions of chapter 34.05 RCW (The
2 Administrative Procedure Act). Respondent may make a written request for a hearing as set forth in
3 the NOTICE OF OPPORTUNITY TO DEFEND AND OPPORTUNITY FOR HEARING
4 accompanying this Statement of Charges and Notice of Intention to Enter an Order to Prohibit from
5 Industry and Collect Investigation Fee.

6
7 Dated this 16~~th~~ day of October 2006.



14
15
16

CHUCK CROSS
Director
Division of Consumer Services
Department of Financial Institutions

17 Presented by:

18
19
20
21

Ned Jursek
Financial Legal Examiner

22 Approved by:

23
24

James R. Brusselback
Enforcement Chief

STATE OF WASHINGTON
DEPARTMENT OF FINANCIAL INSTITUTIONS
DIVISION OF CONSUMER SERVICES

IN THE MATTER OF DETERMINING
Whether there has been a violation of the
Mortgage Broker Practices Act of Washington by:

MIRIAM LOZANO,

Respondent.

NO. C-04-133-06-SC01

NOTICE OF OPPORTUNITY TO DEFEND
AND OPPORTUNITY FOR HEARING

THE STATE OF WASHINGTON TO:

Miriam Lozano

YOU ARE HEREBY NOTIFIED that a STATEMENT OF CHARGES has been filed by the Department of
Financial Institutions, a true and correct copy of which is attached and made a part hereof.

YOU ARE HEREBY NOTIFIED that you may file an application for an adjudicative hearing before the Washington
State Department of Financial Institutions on the Statement of Charges. Service of this notice is deemed complete upon deposit
in the United States mail. YOUR APPLICATION MUST BE RECEIVED BY THE DEPARTMENT OF FINANCIAL
INSTITUTIONS WITHIN TWENTY (20) DAYS FROM THE DATE YOU RECEIVED THIS NOTICE. If you demand a
hearing, you will be notified of the time and place for the hearing at least seven (7) days in advance of the hearing date.

At the hearing, you may appear personally, and by counsel, if you desire. The hearing will be as informal as is
practical within the requirements of the Administrative Procedure Act (see chapter 34.05 RCW). The hearing will be recorded.
The primary concern will be getting to the truth of the matter insofar as the Statement of Charges is concerned. Technical rules
of evidence will not be binding at the hearing except for the rules of privilege recognized by law. You have the right to present
evidence and witnesses in your own behalf, and to cross-examine those witnesses presented in support of the Statement of
Charges. You may require the attendance of witnesses by subpoena. If you are limited English-speaking or hearing impaired,
you have the right to have an interpreter appointed at no cost to you, as discussed below.

INTERPRETER AVAILABILITY. If you or a witness for you is a person who, because of non-English-speaking
cultural background, cannot readily speak or understand the English language, or if you or a witness for you is a person who,
because of a hearing impairment or speech defect, cannot readily understand or communicate in spoken language, including
persons who are deaf, deaf and blind, or hard of hearing, AND YOU NEED AN INTERPRETER, then a qualified interpreter

NOTICE OF OPPORTUNITY TO DEFEND AND
OPPORTUNITY FOR HEARING

1

DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Consumer Services
150 Israel Rd SW
PO Box 41200
Olympia, WA 98504-1200
(360) 902-8703

1 will be appointed at no cost to you or to the witness. You may request the appointment of a qualified interpreter by indicating
2 your request on the attached Application for Adjudicative Hearing form.

3 YOU ARE FURTHER NOTIFIED that if the Department of Financial Institutions does not RECEIVE the Application
4 for Adjudicative Hearing form within twenty (20) days from the date you received this notice, this will constitute a waiver of
5 your right to a hearing and the Director will find that you do not contest the allegations of the Statement of Charges. Upon such
6 a finding by the Director a final order will be immediately entered disposing of this matter as described in the Statement of
7 Charges. If you desire a hearing in this matter, please return the attached Application for Adjudicative Hearing to:

8 Washington State Department of Financial Institutions
9 Division of Consumer Services
10 Attn: James R. Brusselback
11 PO Box 41200
12 Olympia, Washington 98504-1200

13 Dated this 20th day of October, 2006



14 CHUCK CROSS
15 Director and Enforcement Chief
16 Division of Consumer Services
17 Department of Financial Institutions

Exhibit D

SALES RECEIPT

Primera Services

221 SE Everett Mall Way
 Suite M-5
 Everett WA 98208
 mirlam@primeaservices.com
 TED & HILDA SIMON

RECEIPT #F [100]
 DATE: OCTOBER 28, 2015

PAYMENT METHOD	CHECK NO.	JOB

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
		WELLS FARGO LOAN MOD 1 ST LIEN BUSINESS			1400.00
		Make check payable to: Primera Servoces Thank you			
				Deposit	
				BALANCE	
				SALES TAX 8.5%	
				TOTAL	1400.00

PAID
 Check # 1474

THANK YOU FOR YOUR BUSINESS!

Exhibit E

WE SHALL PROVIDE THE FOLLOWING SERVICES IN CONSIDERATION
FOR PAYMENT:

- 1) REQUEST AND COMPILE ALL DOCUMENTS AND INFORMATION REQUIRED BY LENDER, INCLUDING: MORTGAGE STATEMENT OR COUPON, PAYROLL STUBS FOR THE PREVIOUS MONTH FOR THE BOTH THE BORROWER AND CO-BORROWER, COPIES OF THE LAST 2 MONTHS BANK STATEMENTS FOR ALL CHECKING AND SAVINGS ACCOUNTS, MOST RECENT TWO YEARS TAX RETURNS, HOMEOWNERS INSURANCE STATEMENTS, AND PROPERTY TAX STATEMENTS.
- 2) FOR THE LENDER'S REVIEW, SUBMIT THE REQUIRED DOCUMENTATION RELATING TO THE PROSPECTIVE MODIFICATION.
- 3) WE SHALL USE DUE CARE TO MAKE OUR BEST EFFORT TO ASSIST IN PROCURING A MODIFICATION AGREEMENT FOR BORROWER'S EXISTING LOAN, ALTHOUGH THERE IS NO GUARANTEE THAT THE LENDER WILL ULTIMATELY OFFER THE LOAN MODIFICATION.

T.L.
INITIALS

NS
INITIAL

COST OF SERVICE

LOAN MODIFICATION: \$1400.00 FIRST MORTGAGE

\$150.00 EACH ADDITIONAL PROPERTIES.

\$750.00 SECOND MORTGAGE.

\$350.00 (NON REFUNDABLE) IF YOUR PROPERTY HAS A SALE DATE .

\$500.00 (NON REFUNDABLE) IF YOUR PROPERTY HAS A SALE DATE IN 45 DAYS OR LESS.

\$350.00 IF YOUR MODIFICATION HAS BEEN CANCELLED OR YOUR LOAN HAS BEEN TRANSFERRED TO ANOTHER LENDER.

\$500.00 DEED IN LIEU OR SHORT SALE APPLICATION. (NON-REFUNDABLE))

PRIMERA SERVICES WILL NOT REFUND ANY PART OF YOUR DOWN PAYMENT IF YOU CANCEL YOUR APPLICATION FOR LOAN MODIFICATION.

Exhibit F

WE SHALL PROVIDE THE FOLLOWING SERVICES IN CONSIDERATION
FOR PAYMENT:

- 1) REQUEST AND COMPILE ALL DOCUMENTS AND INFORMATION REQUIRED BY LENDER, INCLUDING: MORTGAGE STATEMENT OR COUPON, PAYROLL STUBS FOR THE PREVIOUS MONTH FOR THE BOTH THE BORROWER AND CO-BORROWER, COPIES OF THE LAST 2 MONTHS BANK STATEMENTS FOR ALL CHECKING AND SAVINGS ACCOUNTS, MOST RECENT TWO YEARS TAX RETURNS, HOMEOWNERS INSURANCE STATEMENTS, AND PROPERTY TAX STATEMENTS.
- 2) FOR THE LENDER'S REVIEW, SUBMIT THE REQUIRED DOCUMENTATION RELATING TO THE PROSPECTIVE MODIFICATION.
- 3) WE SHALL USE DUE CARE TO MAKE OUR BEST EFFORT TO ASSIST IN PROCURING A MODIFICATION AGREEMENT FOR BORROWER'S EXISTING LOAN, ALTHOUGH THERE IS NO GUARANTEE THAT THE LENDER WILL ULTIMATELY OFFER THE LOAN MODIFICATION.

CHP
INITIALS

INITIAL

COST OF SERVICE

LOAN MODIFICATION: \$1 400.00 FIRST MORTGAGE

\$150.00 EACH ADDITIONAL PROPERTIES.

\$750.00 SECOND MORTGAGE.

\$350.00 (NON REFUNDABLE) IF YOUR PROPERTY HAS A SALE DATE .

\$500.00 (NON REFUNDABLE) IF YOUR PROPERTY HAS A SALE DATE IN 45 DAYS OR LESS.

\$350.00 IF YOUR MODIFICATION HAS BEEN CANCELLED OR YOUR LOAN HAS BEEN TRANSFERRED TO ANOTHER LENDER.

\$500.00 DEED IN LIEU OR SHORT SALE APPLICATION. (NON-REFUNDABLE))

PRIMERA SERVICES WILL NOT REFUND ANY PART OF YOUR DOWN PAYMENT IF YOU CANCEL YOUR APPLICATION FOR LOAN MODIFICATION.

21,000.-

"NO SPECIFIC RESULTS" CERTIFICATION

I HEREBY CERTIFY THAT:

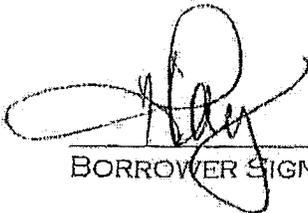
I UNDERSTAND THAT LOAN MODIFICATION RESULTS VARY BY SITUATION AND CANNOT BE PREDETERMINED BY ANY PARTY.

THAT I WAS NOT IN ANY WAY GUARANTEED, PROMISED, OR IMPLIED THAT I WILL BE OFFERED A MODIFICATION WITH SPECIFIC RESULTS BY MY LENDER.

THAT I HAVE NOT BEEN DIRECTED OR ADVISED TO STOP MAKING MY MORTGAGE PAYMENTS NOW OR AT ANY POINT DURING THE MODIFICATION PROCESS.

IF CURRENTLY DELINQUENT ON MORTGAGE:

THAT I HAVE NOT BEEN DIRECTED OR ADVISED TO AVOID MAKING MY MORTGAGE PAYMENTS, PREVENTING ME FROM BECOMING CURRENT ON MY LOAN.


BORROWER SIGNATURE 11/17/2015
DATE

CO-BORROWER SIGNATURE DATE

I / WE CERTIFY THAT ALL INFORMATION PROVIDED IS ACCURATE AND CURRENT, AND I UNDERSTAND THAT INCORRECT, INCOMPLETE, OR MISSING INFORMATION MAY RESULT IN A DELAY IN THE PROCESSING OF THIS APPLICATION OR THE DENIAL OF THE MODIFICATION REQUEST BY THE LENDER.

WE ALSO AGREE TO PROVIDE A COPY OF ALL CORRESPONDENCE FROM THE BANK AND/OR TRUSTEE TO PRIMERA SERVICES. FAILURE TO PROVIDE TIME SENSITIVE DOCUMENTS IN A TIMELY MANNER MAY RESULT ON A DENIAL OR CANCELATION OF YOUR LOAN MODIFICATION AT NO RECOURSE TO PRIMERA SERVICES.


BORROWER SIGNATURE 11/17/2015
DATE

CO-BORROWER

DATE

SALES RECEIPT

Primera Services

221 SE Everett Mall Way
 Suite M-5
 Everett WA 98208
 mirlam@primeraservices.com
 HECTOR PEREZ
 2919 S 253RD ST
 Kent wa 98032

RECEIPT #F [100]
 DATE: NOVEMBER 17, 2015

PAYMENT METHOD	CHECK NO.	JOB

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
		WELLS FARGO (ASC) LOAN MOD 1 ST LIEN BUSINESS			1400.00
		BANKRUPTCY FILING			600.00
		Make check payable to: Primera Servoces Thank you			
				Deposit	
				BALANCE	
				SALES TAX 8.5%	
				TOTAL	2000.00

THANK YOU FOR YOUR BUSINESS!

KING COUNTY SUPERIOR COURT
CASE ASSIGNMENT AREA DESIGNATION and CASE INFORMATION COVER SHEET

CIVIL

Please check the category that best describes this case.

APPEAL/REVIEW

- Administrative Law Review (ALR 2)*
(Petition to the Superior Court for review of rulings made by state administrative agencies.(e.g. DSHS Child Support, Good to Go passes, denial of benefits from Employment Security, DSHS, L & I))
- DOL Revocation (DOL 2)*
(Appeal of a DOL revocation Implied consent-Test refusal ONLY.) RCW 46.20.308(9)

CONTRACT/COMMERCIAL

- Breach of Contract (COM 2)*
(Complaint involving money dispute where a breach of contract is involved.)
- Commercial Contract (COM 2)*
(Complaint involving money dispute where a contract is involved.)
- Commercial Non-Contract (COL 2)*
(Complaint involving money dispute where no contract is involved.)
- Third Party Collection (COL 2)*
(Complaint involving a third party over a money dispute where no contract is involved.)

JUDGMENT

- Abstract, Judgment, Another County (ABJ 2)
(A certified copy of a judgment docket from another Superior Court within the state.)
- Confession of Judgment (MSC 2)*
(The entry of a judgment when a defendant admits liability and accepts the amount of agreed-upon damages but does not pay or perform as agreed upon.)
- Foreign Judgment (from another State or Country) (FJU 2)
(Any judgment, decree, or order of a court of the United States, or of any state or territory, which is entitled to full faith and credit in this state.)
- Tax Warrant or Warrant (TAX 2)
(A notice of assessment by a state agency or self-insured company creating a judgment/lien in the county in which it is filed.)
- Transcript of Judgment (TRJ 2)
(A certified copy of a judgment from a court of limited jurisdiction (e.g. District or Municipal court) to a Superior Court.)

PROPERTY RIGHTS

- Condemnation/Eminent Domain (CON 2)*
(Complaint involving governmental taking of private property with payment, but not necessarily with consent.)
- Foreclosure (FOR 2)*
(Complaint involving termination of ownership rights when a mortgage or tax foreclosure is involved, where ownership is not in question.)
- Land Use Petition (LUP 2)*
(Petition for an expedited judicial review of a land use decision made by a local jurisdiction.) RCW 36.70C.040
- Property Fairness (PFA 2)*
(Complaint involving the regulation of private property or restraint of land use by a government entity brought forth by Title 64.)
- Quiet Title (QTI 2)*
(Complaint involving the ownership, use, or disposition of land or real estate other than foreclosure.)
- Residential Unlawful Detainer (Eviction) (UND 2)
(Complaint involving the unjustifiable retention of lands or attachments to land, including water and mineral rights.)
- Non-Residential Unlawful Detainer (Eviction) (UND 2)
(Commercial property eviction.)

OTHER COMPLAINT/PETITION

- Action to Compel/Confirm Private Binding Arbitration (MSC 2)
(Petition to force or confirm private binding arbitration.)
- Bond Justification (MSC 2)
(Bail bond company desiring to transact surety bail bonds in King County facilities.)
- Change of Name (CHN 5)
(Petition for name change, when domestic violence/antiharassment issues require confidentiality.)
- Certificate of Rehabilitation (MSC 2)
(Petition to restore civil and political rights.)
- Certificate of Restoration of Opportunity (MSC 2)
(Establishes eligibility requirements for certain professional licenses)
- Civil Commitment (sexual predator) (PCC 2)
(Petition to detain an individual involuntarily.)
- Deposit of Surplus Funds (MSC 2)
(Deposit of extra money from a foreclosure after payment of expenses from sale and obligation secured by the deed of trust.)
- Emancipation of Minor (EOM 2)
(Petition by a minor for a declaration of emancipation.)
- Foreign Subpoena (MSC 2)
(To subpoena a King County resident or entity for an out of state case.)

- Frivolous Claim of Lien (MSC 2)
(Petition or Motion requesting a determination that a lien against a mechanic or materialman is excessive or unwarranted.)
 - Injunction (INJ 2)*
(Complaint/petition to require a person to do or refrain from doing a particular thing.)
 - Interpleader (MSC 2)
(Petition for the deposit of disputed earnest money from real estate, insurance proceeds, and/or other transaction(s).)
 - Malicious Harassment (MHA 2)*
(Suit involving damages resulting from malicious harassment.) RCW 9a.36.080
 - Non-Judicial Filing (MSC 2)
(See probate section for TEDRA agreements. To file for the record document(s) unrelated to any other proceeding and where there will be no judicial review.)
 - Other Complaint/Petition (MSC 2)*
(Filing a Complaint/Petition for a cause of action not listed.)
 - Public records Act (PRA 2)*
(Actions filed under RCW 42.56.)
 - Receivership (MSC 2)
(The process of appointment by a court of a receiver to take custody of the property, business, rents and profits of a party to a lawsuit pending a final decision on disbursement or an agreement.)
 - Relief from Duty to Register (RDR2)
(Petition seeking to stop the requirement to register.)
 - Restoration of Firearm Rights (RFR 2)
(Petition seeking restoration of firearms rights under RCW 9.41.040 and 9.41.047.)
 - School District-Required Action Plan (SDR 2)
(Petition filed requesting court selection of a required action plan proposal relating to school academic performance.)
 - Seizure of Property from the Commission of a Crime-Seattle (SPC 2)*
(Seizure of personal property which was employed in aiding, abetting, or commission of a crime, from a defendant after conviction.)
 - Seizure of Property Resulting from a Crime-Seattle (SPR 2)*
(Seizure of tangible or intangible property which is the direct or indirect result of a crime, from a defendant following criminal conviction. (e.g., remuneration for, or contract interest in, a depiction or account of a crime.))
 - Structured Settlements- Seattle (MSC 2)
(A financial or insurance arrangement whereby a claimant agrees to resolve a personal injury tort claim by receiving periodic payments on an agreed schedule rather than as a lump sum.)
 - Vehicle Ownership (MSC 2)*
(Petition to request a judgment awarding ownership of a vehicle.)
- TORT, ASBESTOS**
- Personal Injury (PIN 2)*
(Complaint alleging injury resulting from asbestos exposure.)
 - Wrongful Death (WDE 2)*
(Complaint alleging death resulting from asbestos exposure.)

TORT, MEDICAL MALPRACTICE

- Hospital (MED 2)*
(Complaint involving injury or death resulting from a hospital.)
- Medical Doctor (MED 2)*
(Complaint involving injury or death resulting from a medical doctor.)
- Other Health care Professional (MED 2)*
(Complaint involving injury or death resulting from a health care professional other than a medical doctor.)

TORT, MOTOR VEHICLE

- Death (TMV 2)*
(Complaint involving death resulting from an incident involving a motor vehicle.)
- Non-Death Injuries (TMV 2)*
(Complaint involving non-death injuries resulting from an incident involving a motor vehicle.)
- Property Damages Only (TMV 2)*
(Complaint involving only property damages resulting from an incident involving a motor vehicle.)
- Victims Vehicle Theft (VVT 2)*
(Complaint filed by a victim of car theft to recover damages.) RCW 9A.56.078

TORT, NON-MOTOR VEHICLE

- Implants (PIN 2)
- Other Malpractice (MAL 2)*
(Complaint involving injury resulting from other than professional medical treatment.)

- Personal Injury (PIN 2)*
(Complaint involving physical injury not resulting from professional medical treatment, and where a motor vehicle is not involved.)
- Products Liability (TTO 2)*
(Complaint involving injury resulting from a commercial product.)
- Property Damages (PRP 2)*
(Complaint involving damage to real or personal property excluding motor vehicles.)
- Property Damages-Gang (PRG 2)*
(Complaint to recover damages to property related to gang activity.)
- Tort, Other (TTO 2)*
(Any other petition not specified by other codes.)
- Wrongful Death (WDE 2)*
(Complaint involving death resulting from other than professional medical treatment.)

WRIT

- Habeas Corpus (WHC 2)
(Petition for a writ to bring a party before the court.)
- Mandamus (WRM 2)**
(Petition for writ commanding performance of a particular act or duty.)
- Review (WRV 2)**
(Petition for review of the record or decision of a case pending in the lower court; does not include lower court appeals or administrative law reviews.)

*The filing party will be given an appropriate case schedule at time of filing.

** Case schedule will be issued after hearing and findings.