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KIMBERLY A. ALLEN
GRANT COUNTY CLERK

STATE OF WASHINGTON
GRANT COUNTY SUPERIOR COURT

STATE OF WASHINGTON,

Plaintiff,

v.

GARY W. CHAVERS, in his individual
capacity and as a member of the marital
community of GARY W. CHAVERS
and BEVERLY CHAVERS, and d/b/a
SUN & SAND MOBILE HOME
PARK,

Defendant.

NO. 15-2-00306-9

CONSENT DECREE

I. GENERAL

1.1 Plaintiff State of Washington, having conducted an investigation and commenced this action pursuant to RCW 19.86, the Consumer Protection Act ("CPA") and RCW 63.14, the Retail Installment Sales Act; and

1.2 Defendant Gary W. Chavers, in his individual capacity and as a member of the marital community of Gary W. Chavers and Beverly Chavers, and d/b/a Sun & Sand Mobile Home Park, having been served with the Summons and Complaint; and the State of Washington (the "State"), appearing by and through its attorneys, Robert W. Ferguson, Attorney General and John A. Nelson and Patricio A. Marquez, Assistant Attorneys General; and Defendant, appearing by and through his attorneys Christopher Ries of Ries Law Firm, P.S., and J. Patrick Aylward of Jeffers, Danielson, Sonn & Aylward, P.S.; and

1 1.3 The State and Defendant having agreed on a basis for the settlement of the
2 matters alleged in the Complaint and to the entry of this Consent Decree against Defendant
3 without the need for trial or adjudication of any issue of law or fact; and

4 1.4 The State and Defendant agree this Consent Decree does not constitute
5 evidence or an admission regarding the existence or non-existence of any issue, fact, or
6 violation of any law alleged by the State with the exception that Defendant admits those
7 allegations in the Complaint necessary to the jurisdiction of this Court; and

8 1.5 Defendant recognizes and states that this Consent Decree is entered into
9 voluntarily and that no promises, representations, or threats have been made by the Attorney
10 General's Office or any member, officer, agent, or representative thereof to induce him to enter
11 into this Consent Decree, except for the promises and representations provided herein; and

12 1.6 Defendant waives any right he may have to appeal from this Consent Decree or
13 to otherwise contest the validity of this Consent Decree; and

14 1.7 Defendant agrees that he will not oppose the entry of this Consent decree on the
15 ground it fails to comply with CR 65(d), and hereby waives any objections based thereon; and

16 1.8 Defendant further agrees this Court shall retain jurisdiction of this action and
17 jurisdiction over Defendant for the purpose of implementing and enforcing the terms and
18 conditions of this Consent Decree and for all other purposes related to this matter; and

19 1.9 Defendant further agrees his payments made or due pursuant to this Consent
20 Decree are not amenable to discharge in bankruptcy, and he shall not seek or support their
21 discharge in bankruptcy nor oppose their being determined not amenable to discharge in
22 bankruptcy; and

23 1.10 Defendant further agrees his payments made or due pursuant to this Consent
24 Decree are not preferential transfers of assets, and he shall not make or support arguments to
25 the contrary in bankruptcy court or elsewhere.

26 The Court, finding no just reason for delay;

1 2.2 Notice. Defendant shall immediately inform all successors, assigns, transferees,
2 agents, servants, employees, representatives, and all other persons or entities in active concert
3 or participation with Defendant concerning the operation of Sun & Sand Mobile Home Park of
4 the terms and conditions of this Consent Decree and shall direct those persons and/or entities to
5 comply with this Consent Decree.

6 2.3 Injunctions. Defendant and all successors, assigns, transferees, agents, servants,
7 employees, representatives and all other persons or entities in active concert or participation
8 with Defendant concerning the operation of Sun & Sand Mobile Home Park, including
9 Defendant in his capacity as Trustor and Trustee of the Beverly B. Chavers and Gary W.
10 Chavers Revocable Trust dated May 1, 1997, as subsequently amended and/or restated, are
11 hereby permanently enjoined and restrained from directly or indirectly violating or failing to
12 comply with the provisions of the Consumer Protection Act, RCW 19.86, and Retail
13 Installment Sales Act, RCW 63.14, as currently written or as they are amended in the future.
14 Defendant agrees that any sale or transfer of the Mattawa property (identified at Paragraph 3.5
15 below), but excluding the grant or transfer of a security interest by mortgage, deed of trust or
16 security agreement, shall include a statement executed by an authorized representative of the
17 proposed purchaser, assignee, or transferee consenting to assumption of the responsibilities and
18 duties set forth in this Consent Decree with regard to the Mattawa property. Failure to obtain
19 such a statement shall constitute a material breach of this Consent Decree.

20 2.4 For each resident at Sun & Sand Mobile Home Park, 103 N. Ellice Avenue,
21 Mattawa, Washington ("Sun & Sand"), who was a tenant prior to February 1, 2011, who
22 thereafter signed a Mobile Home Conditional Sales Contract and Security Agreement
23 ("Conditional Sales Contract") or Mobile Home Sales Contract and Security Agreement
24 ("Sales Contract"), and who currently resides at Sun & Sand, Defendant shall rescind the
25 Conditional Sales Contract / Sales Contract, with the resident's consent. (Attached as Exhibit 1
26 is a list of the applicable residents.) Rescinding residents shall be permitted to continue

1 residing in their homes at Sun & Sand as tenants under a written lease with a one-year term,
2 renewable on an annual basis, that complies with the Residential Landlord-Tenant Act, RCW
3 59.18. Each rescinding resident's total monthly rent shall be equal to the resident's current total
4 monthly payment to Defendant. (Attached as Exhibit 2 is a list of current total monthly
5 payment amounts for each unit.)

6 2.5 For each resident who signed a Conditional Sales Contract or Sales Contract,
7 and who currently resides in a "duplex" at Sun & Sand (i.e. Units 4C & 4D, 4E & 4F, and 4G
8 & 4H), Defendant shall rescind the Conditional Sales Contract / Sales Contract, with the
9 resident's consent. (Attached as Exhibit 3 is a list of the applicable residents.) Rescinding
10 duplex residents shall be permitted to continue residing in their homes at Sun & Sand as
11 tenants under a written lease with a one-year term, renewable on an annual basis, that complies
12 with the Residential Landlord-Tenant Act, RCW 59.18. Each rescinding duplex resident's total
13 monthly rent shall be equal to the resident's current total monthly payment to Defendant.

14 2.6 Defendant shall give each resident who 1) moved into Sun & Sand after
15 February 1, 2011, 2) signed a Conditional Sales Contract or Sales Contract, and 3) currently
16 resides at Sun & Sand, except those residing in a "duplex" (i.e. Units 4C & 4D, 4E & 4F, and
17 4G & 4H), the option to:

- 18 a. Rescind the Conditional Sales Contract / Sales Contract and continue
19 residing in his or her home at Sun & Sand as a tenant under a written
20 lease with a one-year term, renewable on an annual basis, that complies
21 with the Residential Landlord-Tenant Act, RCW 59.18. The total
22 monthly rent shall be equal to the resident's current total monthly
23 payment to Defendant (*see* Exhibit 2); or
- 24 b. Continue residing at Sun & Sand under the terms of the Conditional
25 Sales Contract / Sales Contract executed by the resident. To the extent
26 the Conditional Sales Contract / Sales Contract executed by the resident

1 does not comply with the Retail Installment Sales Act ("RISA"),
2 RCW 63.14, Defendant shall replace the Conditional Sales Contract /
3 Sales Contract with a contract that complies with RISA, which shall
4 operate as a novation effective the date the Conditional Sales Contract /
5 Sales Contract took effect.

6 (Attached as Exhibit 4 is a list of the applicable residents.)

7 2.7 For each resident who signed a Conditional Sales Contract or Sales Contract,
8 and who no longer resides at Sun & Sand, or at the unit for which the resident signed a
9 Conditional Sales Contract or Sales Contract, Defendant shall rescind the Conditional Sales
10 Contract / Sales Contract and shall not attempt to enforce any provision within the Conditional
11 Sales Contracts / Sales Contracts. (Attached as Exhibit 5 is a list of the applicable former
12 residents.)

13 2.8 The rescissions referenced in Paragraphs 2.4, 2.5, and 2.6a. above, and the
14 attendant rescission of the operative lot rental agreements, shall be effectuated by written
15 instrument signed by Defendant and each rescinding resident. The State shall have the
16 opportunity to review and make any objections to the rescission instruments before they are
17 presented to any resident or executed. The State will review and make any objections within 10
18 days of receiving the rescission instruments. Defendant shall cure objections within 10 days of
19 receiving objections and return to the State for final review. Defendant shall not present the
20 rescission instruments to any resident, or execute them, until the State's objections, if any, are
21 cured. The rescission instruments shall be provided to the rescinding residents in English and
22 in Spanish.

23 2.9 The rescissions referenced in Paragraph 2.7 above shall be effectuated by a
24 written instrument signed by Defendant. The State shall have the opportunity to review and
25 make any objections to the rescission instrument before it is executed. The State will review
26 and make any objections within 10 days of receiving the rescission instrument. Defendant shall

1 cure objections within 10 days of receiving objections and return to the State for final review.
2 Defendant shall not execute the rescission instrument until the State's objections, if any, are
3 cured. The executed rescission instruments shall be provided to the corresponding former
4 residents in English and in Spanish.

5 2.10 The replacement sales contracts referenced in Paragraph 2.6b. above shall
6 comply in full with the Retail Installment Sales Act, RCW 63.14. The State shall have the
7 opportunity to review and make any objections to the replacement sales contracts before they are
8 presented to any resident or executed. The State will review and make any objections within 10
9 days of receiving the replacement sales contracts. Defendants shall cure objections within 10
10 days of receiving objections and return to the State for final review. Defendant shall not
11 present the replacement sales contracts to any resident, or execute them, until the State's
12 objections, if any, are cured. The replacement sales contracts shall be provided to the non-
13 rescinding residents in English and in Spanish.

14 2.11 The written leases referenced in Paragraphs 2.4, 2.5, and 2.6a. above shall be
15 for the home and lot, have a one-year term, renewable on an annual basis, and comply with the
16 Residential Landlord-Tenant Act, RCW 59.18. The State shall have the opportunity to review
17 and make any objections to the leases before they are presented to any rescinding resident or
18 executed. The State will review and make any objections within 10 days of receiving the
19 leases. Defendants shall cure objections within 10 days of receiving objections and return to
20 the State for final review. Defendant shall not present the leases to any rescinding resident, or
21 execute them, until the State's objections, if any, are cured. The leases shall be provided to the
22 rescinding residents in English and in Spanish.

23 2.12 Within thirty (30) days of the Court's entry of the Consent Decree, Defendant
24 shall provide written notice to current residents who were tenants of Sun & Sand prior to
25 February 1, 2011, via hand delivery, in English and in Spanish, of the proposed rescission
26 under Paragraph 2.4. The notice shall explain, in layman's terms, in English and in Spanish,

1 that the Conditional Sales Contract / Sales Contract will be cancelled, with the residents'
2 consent, and the residents shall be permitted to continue residing in their homes at Sun & Sand
3 as tenants under a written lease with a one-year term, renewable on an annual basis. The notice
4 shall further explain that the resident's total monthly rent shall be equal to the resident's
5 current total monthly payment to Defendant, and there shall be no rent increases for four (4)
6 years. (See Paragraph 2.18 below.) The notice shall advise the residents of their right to consult
7 with an attorney before making a decision. Defendant shall enclose with the notice copies of
8 the proposed rescission instruments (for the Conditional Sales Contract / Sales Contract and
9 operative lot rental agreements) and lease for the home and space, executed by Defendant. The
10 notice shall give the residents a minimum of thirty (30) days to sign and return the rescissions
11 and lease, should they consent. The notice shall additionally advise the residents that copies of
12 the fully-executed documents will be provided to them within five (5) days of their return to
13 Defendant. The notice shall be in substantially the same form as Exhibit 6 attached hereto.

14 2.13 Within thirty (30) days of the Court's entry of the Consent Decree, Defendant
15 shall provide written notice to current duplex residents of Sun & Sand (i.e. Units 4C & 4D, 4E
16 & 4F, and 4G & 4H) via hand delivery, in English and in Spanish, of the proposed rescission
17 under Paragraph 2.5. The notice shall explain, in layman's terms, in English and in Spanish,
18 that the Conditional Sales Contract / Sales Contract will be cancelled, with the resident's
19 consent, and the residents shall be permitted to continue residing in their homes at Sun & Sand
20 as tenants under a written lease with a one-year term, renewable on an annual basis. The notice
21 shall further explain that the resident's total monthly rent shall be equal to the resident's
22 current total monthly payment to Defendant, and there shall be no rent increases for four (4)
23 years. (See Paragraph 2.18 below.) The notice shall advise the residents of their right to consult
24 with an attorney before making a decision. Defendant shall enclose with the notice copies of
25 the proposed rescission instruments (for the Conditional Sales Contract / Sales Contract and
26 operative lot rental agreements) and lease for the home and space, executed by Defendant. The

1 notice shall give the residents a minimum of thirty (30) days to sign and return the rescissions
2 and lease, should they consent. The notice shall additionally advise the residents that copies of
3 the fully-executed documents will be provided to them within five (5) days of their return to
4 Defendant. The notice shall be in substantially the same form as Exhibit 7 attached hereto.

5 2.14 Within thirty (30) days of the Court's entry of the Consent Decree, Defendant
6 shall provide written notice to current residents of Sun & Sand who moved in after February 1,
7 2011 and signed a Conditional Sales Contract or Sales Contract, except those residing in a
8 "duplex" (i.e. Units 4C & 4D, 4E & 4F, and 4G & 4H), via hand delivery, in English and in
9 Spanish, of their options under Paragraph 2.6. The notice shall explain, in layman's terms, that
10 the resident may choose to cancel the Conditional Sales Contract / Sales Contract and continue
11 residing at Sun & Sand as a tenant on an annual lease, renewable on an annual basis with no
12 rent increases for four (4) years (*see* Paragraph 2.18 below), or continue buying their home
13 under the terms of the Conditional Sales Contract / Sales Contract. The notice shall advise the
14 residents of their right to consult with an attorney before making a decision. Defendant shall
15 enclose with the notice copies of the proposed rescission instruments (for the Conditional Sales
16 Contract / Sales Contract and operative lot rental agreement) and lease for the home and space.
17 For residents whose Conditional Sales Contract / Sales Contract does not comply with RISA,
18 Defendants shall also enclose a copy of the compliant sales contract that would replace the
19 resident's current contract, should the resident choose to remain a purchaser. The notice shall
20 give the residents a minimum of thirty (30) days to make an election. The notice shall
21 additionally advise the residents that copies of the fully-executed documents will be provided
22 to them within five (5) days of their return to Defendant. The notice shall be in substantially
23 the same form as Exhibit 8 attached hereto.

24 2.15 For residents who decline to rescind the Conditional Sales Contract / Sales
25 Contract under Paragraphs 2.4, 2.5, and 2.6b. above, Defendant shall transfer registered title to
26 the resident(s) and pay the excise tax on the sale within thirty (30) days of receipt of the

1 resident's declination of consent, to the extent Defendant has not already done so. However, if
2 more than two (2) residents decline to rescind under Paragraphs 2.4, 2.5, and 2.6b. above, then
3 Defendant shall be required to transfer registered title and pay the excise tax for no more than
4 two (2) residents/homes per month, until all transfers of registered title and payments of excise
5 tax are complete, provided that the total corresponding excise tax payments do not exceed
6 \$500 per month. In such event, Defendant may limit the transfer of title and corresponding
7 payment of excise tax to one (1) resident/home for the applicable month, provided that
8 Defendant first endeavors to schedule the required transfers of registered title and
9 corresponding payments of excise tax such that the same may be completed for two (2)
10 residents/homes per month without exceeding the \$500 excise tax payment cap. Defendant
11 shall not interfere with or prevent any resident who declines to rescind the Conditional Sales
12 Contract / Sales Contract from moving his or her home out of Sun & Sand, nor shall he
13 interfere with or prevent any resident who declines to rescind the Conditional Sales Contract /
14 Sales Contract from subsequently selling his or home to a third party.

15 2.16 Within thirty (30) days of the Court's entry of the Consent Decree, Defendant
16 shall provide written notice to former residents of Sun & Sand, and of units for which a
17 resident signed a Conditional Sales Contract or Sales Contract but at which the resident no
18 longer resides, via U.S. mail, or by hand delivery for residents who continue to reside at
19 another unit at Sun & Sand, in English and in Spanish, of the rescission under Paragraph 2.7.
20 The mailed notices shall be sent to the former resident's current address listed on the National
21 Change of Address ("NCOA") Registry. The notice shall explain, in layman's terms, in
22 English and in Spanish, that the Conditional Sales Contract / Sales Contract is being rescinded.
23 Defendant shall enclose with the notice a copy of the rescission instrument, executed by
24 Defendant. The notice shall enclose a self-addressed, stamped envelope and advise the
25 residents to sign and return the rescission to Defendant in the enclosed envelope, as soon as
26 practicable. Notwithstanding any former residents' failure to counter-execute and/or return the

1 rescission to Defendant, Defendant shall treat the corresponding Conditional Sales Contracts or
2 Sales Contracts as rescinded. The notice shall be in substantially the same form as Exhibit 9
3 attached hereto.

4 2.17 Defendant shall honor and comply with the terms of the rescission instruments,
5 replacement sales contracts, and/or leases entered into as a result of Paragraphs 2.4, 2.5, and
6 2.6 of the Consent Decree. Defendant shall comply with Mattawa Municipal Code §5.24.020,
7 subject to the terms of any Voluntary Correction Agreement between Defendant and the City
8 of Mattawa, the Residential Landlord-Tenant Act, RCW 59.18, and the Manufactured/Mobile
9 Home Landlord-Tenant Act, RCW 59.20, as applicable, depending on the residents' consent
10 and elections under Paragraphs 2.4, 2.5, and 2.6. Defendant shall not retaliate against residents
11 who execute rescission instruments, replacement sales contracts and/or leases pursuant to
12 Paragraphs 2.4, 2.5, and 2.6 of the Consent Decree. Defendant shall not evict from Sun & Sand
13 any resident who enters into a rescission instrument, replacement sales contract or rental
14 agreement pursuant to Paragraphs 2.4, 2.5, and 2.6 of the Consent Decree, provided that the
15 resident substantially complies with the terms of his or her lease, current lot rental agreement,
16 or sales contract.

17 2.18 Defendant shall not increase the monthly home and/or lot rent for any current
18 resident of Sun & Sand for four (4) years from the date of entry of the Consent Decree. This
19 stabilization clause does not apply to any resident/tenant moving into Sun & Sand after the
20 date of this Consent Decree.

21 2.19 Within four (4) years of January 1, 2018, subject to any shorter deadlines as
22 described below, Defendant shall cure each of the physical conditions identified by the State's
23 home inspection expert following his inspection of each of the homes at Sun & Sand in April
24 2016, as identified in the inspection checklist and addendum with photographs corresponding
25 to each home, Bates numbered WA-AG S&S 301002400 – WA-AG S&S 301003133.
26 Notwithstanding anything to the contrary contained herein, Defendant shall install tie-downs

1 and vapor barriers under a home only if tie-downs and vapor barriers were required by
2 applicable code on the date the home was sited and Defendant failed to install either or both at
3 the time the home(s) were sited. Within the same time period, Defendant shall replace the
4 carpets in Units 1A, 1B, 2A, 4C, 4D, 4G, 4H, 5, 6A, 6B, 7B, 8, 9, 10, 11B, 12A, 12B, 13B, 14,
5 16, 20, 23A, 23B, 25, 26, 27, 28A, 28B, 29A, 30A, 31B, 32A, and 32B with carpet or vinyl
6 flooring; and repair or replace the kitchen and bathroom cabinetry in all homes, as necessary,
7 provided that all cabinets that are rotting or otherwise significantly compromised due to
8 moisture intrusion shall be replaced. The conditions shall be cured in the order of priority
9 described in Exhibit 10, attached hereto, beginning with the most pressing health and safety
10 concerns, including but not limited to electrical and plumbing hazards, and proceeding in the
11 order indicated until the noted conditions for every home are cured. However, all pressing
12 health and safety concerns, including but not limited to electrical and plumbing hazards
13 (classified as subsections L and K under "First Priority Repairs to be Made Across All Homes"
14 in Exhibit 10) shall be cured immediately, and in no event shall remain uncured for more than
15 180 days from the date this Consent Decree is approved by the Court. Upon completion of all
16 repairs relating to pressing health and safety concerns (identified as "First Priority Repairs to
17 be Made Across All Homes" in Exhibit 10), Defendant shall complete all other repairs on a
18 unit-by-unit basis, in accordance with the agreed upon priority list (identified as "Units in
19 Order of Priority" in Exhibit 10), at a rate of at least six (6) units during 2018, at least fourteen
20 (14) units during 2019, and all remaining units divided equally over the final two years (2020,
21 2021). All work or repairs done to the homes shall be completed in a workmanlike manner and
22 meet acceptable industry standards. All electrical work and repairs shall be conducted by a
23 licensed electrician, except simple repairs (e.g. replacing receptacles, replacing appliances,
24 changing light fixtures, replacing circuit-breakers and installing light switches). All plumbing
25 work and repairs shall be conducted by a licensed plumber, except simple repairs (e.g.
26 extension/replacement of existing pipes, replacement of kitchen and bathroom plumbing

1 fixtures, including leaky faucets and toilets). All structural repairs to trusses and joists shall be
2 conducted by a licensed professional. All pesticide applications related to pest control issues
3 (e.g., fumigations, remediation, and other major treatments) shall be conducted by a licensed
4 pesticide control professional. Nothing contained in this Consent Decree prohibits or otherwise
5 restricts Defendant from completing any repairs prior to the deadlines listed herein.

6 2.20 To the extent that work necessary to cure the conditions in the homes pursuant
7 to Paragraph 2.19 requires that a home be vacant for any period of time, or renders the kitchen,
8 bathroom, or all bedrooms unavailable, Defendant shall provide temporary housing to the
9 residents of said home. Acceptable temporary housing shall consist of a vacant unit at Sun &
10 Sand that is in fair condition; a travel trailer or other manufactured/mobile home, in serviceable
11 condition and safe to inhabit, that is permanently or temporarily placed at Sun & Sand with a
12 functional kitchen, bathroom, and living space(s) sufficient to accommodate any temporarily
13 displaced households; or other temporary housing as near as possible to Mattawa City limits
14 with a functional kitchen, bathroom, and living space(s) sufficient to accommodate any
15 temporarily displaced households, but only to the extent the previously listed alternatives
16 within the City of Mattawa are not available following reasonable but diligent efforts.

17 2.21 The State shall have a right to inspect any work or repairs performed under
18 Paragraph 2.19 upon reasonable notice to Defendant of five (5) business days. The State shall
19 provide Defendant reasonable notice and twenty-one (21) days' opportunity to cure, provided
20 that such opportunity to cure shall be extended based on a written estimate from a licensed
21 electrician, plumber, pesticide control, or other professional indicating the earliest date
22 thereafter on which the work can be completed, should any such inspection reveal a violation
23 of Paragraph 2.19.

24 2.22 Defendant shall provide quarterly reports to the State identifying and
25 documenting progress made toward curing the conditions of the homes as required under
26 Paragraph 2.19. The quarterly reports shall be due by March 31, June 30, September 30, and

1 December 31 of each year, following the date of entry of the Consent Decree and until all
2 conditions are cured (by the deadline established in Paragraph 2.19). Quarterly reports shall be
3 submitted to the Office of the Attorney General, Attention: John Nelson, Assistant Attorney
4 General, 800 Fifth Ave., Suite 2000, Seattle, WA 98104-3188, johnn2@atg.wa.gov.

5 2.23 If Defendant sells any manufactured or mobile homes following entry of the
6 Consent Decree, Defendant agrees to:

- 7 a. provide all disclosures required by law, including but not limited to a
8 Mobile Home Notice Affidavit;
- 9 b. transfer registered and/or legal title to the manufactured or mobile
10 homes within thirty (30) days of the date the sales document is executed
11 by the parties;
- 12 c. pay all excise tax on the sale within thirty (30) days of the date the sales
13 document is executed by the parties;
- 14 d. sell each such home at fair market value, which means the amount in
15 cash that a well-informed buyer, willing but not obligated to buy the
16 home, would pay, and that a well-informed seller, willing but not
17 obligated to sell the home, would accept, taking into consideration all
18 uses to which the home is adapted or may be reasonably adapted;
- 19 e. provide purchasers no fewer than three (3) days to consider an offer to
20 buy;
- 21 f. provide all contracts in English and, in the event the prospective
22 purchaser does not read and/or fully comprehend written English, also
23 provide all contracts in Spanish; and
- 24 g. use contracts that comply in full with the Retail Installment Sales Act,
25 RCW 63.14, the Consumer Protection Act, RCW 19.86, and are free from
26 any unconscionable terms.

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III. MONETARY PAYMENTS

3.1 Defendant has presented financial disclosures and other related documents to the State evidencing that Defendant has limited liquidity and income, and that the various properties owned by Defendant are encumbered by various mortgages. The State's agreement to accept a payment of \$100,000 in Paragraph 3.2 and suspend civil penalties in Paragraph 3.7 is expressly premised upon the truthfulness, accuracy, and completeness of Defendant's financial disclosure and related documents provided to the State in connection with settlement negotiations. The suspended civil penalties shall be lifted as to Defendant if, upon motion by the State, the Court finds that Defendant failed to disclose any material asset, materially misstated the value of any asset or current income stream(s), or made any other material misstatement or omission as part of completing the aforementioned financial disclosure.

3.2 Pursuant to RCW 19.86.080, the State shall recover and Defendant shall pay the State the amount of \$100,000.00, without interest, except in the event of default, for costs and reasonable attorney's fees incurred by the State in pursuing this matter, consumer restitution, monitoring and potential enforcement of this Consent Decree, future enforcement of RCW 19.86, or for any lawful purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney General.

3.3 Defendant owns the following described real estate situated in the County of King, State of Washington (hereinafter referred to as "the Auburn property"):

LOT 3 IN BLOCK 3 OF LAKE DOLLOFF TRACTS DIVISION 2, AS PER PLAT
RECORDED IN VOLUME 44 OF PLATS, PAGE 12, RECORDS OF KING
COUNTY AUDITOR

Address: 30838 38th Avenue South, Auburn, WA 98001

King County Department of Assessments Parcel Number: 401380-0180

1 Defendant agrees to sell the Auburn property for fair market value. Upon sale of the Auburn
2 property, Defendant shall remit to the State, after satisfying the current mortgage owed to
3 Guild Mortgage, all proceeds from the sale, minus the reasonable closing costs including
4 applicable real estate broker's commission. Defendant agrees to list the Auburn property for
5 sale as soon as practicable, but in no instance, later than thirty (30) days after entry of this
6 Consent Decree. Defendant shall receive credit towards the \$100,000 payment owed to the
7 State under Paragraph 3.2 of this consent decree for all proceeds remitted to the State as part of
8 the sale of the Auburn property. Payment of the proceeds from the sale of the Auburn property
9 must be remitted to the State no later than ten (10) days after the sale of the property closes.
10 Payment of the proceeds shall be made by valid check payable to "State of Washington
11 Attorney General's Office," delivered to the Office of the Attorney General, Attention: Cynthia
12 Lockridge, Administrative Office Manager, 800 Fifth Ave., Suite 2000, Seattle, WA 98104-
13 3188.

14 3.4 In the event that the net proceeds from the sale of the Auburn property are
15 insufficient to satisfy in full the \$100,000.00 payment to the State referenced in Paragraph 3.2,
16 Defendant shall pay to the State any remaining portion of the \$100,000.00, without interest,
17 except in the event of default, in twelve (12) equal monthly installments with the first monthly
18 installment payable on January 1, 2022. However, nothing in this Consent Decree shall
19 prohibit Defendant from making any payment owed to the State prior to January 1, 2022.
20 Payments due to the State under this Paragraph shall be due on the first of each month.
21 Payment under this paragraph shall be made by valid check payable to "State of Washington
22 Attorney General's Office," delivered to the Office of the Attorney General, Attention: Cynthia
23 Lockridge, Administrative Office Manager, 800 Fifth Ave., Suite 2000, Seattle, WA 98104-
24 3188.

25 3.5 Defendant is a Trustor and a Trustee of the Beverly B. Chavers and Gary W.
26 Chavers Revocable Trust dated May 1, 1997, as subsequently amended and/or restated (the

1 "Trust"). (A true and correct copy of the Second Amended and Restated Revocable Trust of
2 Gary W. Chavers and Beverly B. Chavers, dated December 3, 2012, is attached hereto as
3 Exhibit 11.) The Trust owns the following described real estate (including certain mobile
4 homes and other property improvements situated thereon) situated in the County of Grant,
5 State of Washington (hereinafter referred to as "the Mattawa property"):

6 **PARCEL 1:** LOT 29, BLOCK 2, KISLER'S FIRST ADDITION TO MATTAWA, AS
7 PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 38, RECORDS OF
8 GRANT COUNTY, WASHINGTON

9 **PARCEL 2:** LOT 29, BLOCK 6, KISLER'S FIRST ADDITION TO MATTAWA, AS
10 PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 38, RECORDS OF
11 GRANT COUNTY, WASHINGTON, EXCEPT THE EAST 50.5 FEET

12 **PARCEL 3:** THE EAST 50.5 FEET OF LOT 29, BLOCK 6, KISLER'S FIRST
13 ADDITION TO MATTAWA ACCORDING TO THE PLAT THEREOF RECORDED
14 IN VOLUME 7 OF PLATS, PAGE 38, RECORDS OF GRANT COUNTY
15 WASHINGTON

16 Address: 103 North Ellice Avenue, Mattawa, WA 99349

17 Grant County Department of Assessments Parcel Numbers: 030250000, 030368000,
18 030367000

19 Title to the Mattawa property is currently held by Beverly B. Chavers and Gary W. Chavers,
20 Trustees of the Beverly B. Chavers and Gary W. Chavers Revocable Trust dated May 1, 1997.
21 No later than fifteen (15) days after the entry of this Consent Decree, in accordance with
22 Section 8.6 of the Trust, Defendant shall grant the State a lien on the Mattawa property to
23 secure the \$100,000 indebtedness described in Paragraph 3.2, above, which shall be
24 subordinate to any existing liens encumbering the Mattawa property at the time this Consent
25 Decree is entered. This lien shall take the form of a mortgage issued to the State in the amount
26 of \$100,000. Defendant's failure to grant the State a mortgage on the Mattawa property shall

1 constitute a material breach of this Consent Decree. Upon Defendant's full and timely payment
2 of the \$100,000 indebtedness, the State shall release the lien on the Mattawa property and
3 provide to Defendant an executed Satisfaction of Mortgage or Release of Mortgage. In
4 addition, the State shall subordinate the lien of its mortgage to any refinancing of the existing
5 secured financing encumbering the Mattawa property at the time this Consent Decree is
6 entered up to, but not to exceed, a refinanced principal balance of \$400,000. Likewise, the
7 State shall subordinate the lien of its mortgage to any refinancing of the existing secured
8 financing encumbering the Mattawa property at the time this Consent Decree is entered to new
9 financing in excess of \$400,000, provided the surplus of such refinancing in excess of a
10 refinanced principal balance of \$400,000 is paid by Defendant toward the \$100,000
11 indebtedness to the State, to the extent any portion then remains outstanding. The State shall
12 authorize and execute such instruments as may be reasonably required by the lender(s)
13 extending refinancing to effectuate such subordination.

14 3.6 Defendant has executed a Confession of Judgment in the amount of \$100,000, a
15 true and correct copy of which is attached hereto as Exhibit 12. The original executed
16 Confession of Judgment shall remain in the possession, custody, and control of the State. The
17 Confession of Judgment shall only be filed with the Court in the event that Defendant fails to
18 fully and timely remit to the State the proceeds from the sale of the Auburn property pursuant
19 to Paragraph 3.3 above, or fails to fully and timely remit any remaining balance of the
20 \$100,000 obligation owing to the State following the sale of the Auburn property, pursuant to
21 Paragraph 3.4 above. Should Defendant default on the \$100,000 obligation to the State, either
22 by his failure to fully and timely remit to the State the proceeds from the sale of the Auburn
23 property pursuant to Paragraph 3.3 above, or by his failure to fully and timely remit any
24 remaining balance of the \$100,000 obligation owing to the State following the sale of the
25 Auburn property, pursuant to Paragraph 3.4 above, Defendant agrees that the State shall have
26 the right immediately to file the Confession of Judgment with this Court.

1 their employees or representatives be used by Defendant or any of his successors, assigns,
2 transferees, agents, servants, employees, representatives, and all other persons or entities in
3 active concert or participation with Defendant, in connection with any selling, advertising, or
4 promotion of products or services, or as an endorsement or approval of Defendant's acts,
5 practices, or conduct of business.

6 4.6 The State shall be permitted, upon ten (10) days advance notice to Defendant, to
7 access, inspect, and/or copy all business records or documents in the possession, custody, or
8 control of Defendant to monitor compliance with this Consent Decree, provided that the
9 inspection and copying shall avoid unreasonable disruption of Defendant's business activities.

10 4.7 The State shall be permitted to propound Interrogatories on Defendant pursuant
11 to the provisions of CR 33 to monitor compliance with this Consent Decree.

12 4.8 The State shall be permitted to propound Requests for Production of Documents
13 on Defendant pursuant to the provisions of CR 34 to monitor compliance with this Consent
14 Decree.

15 4.9 The State shall be permitted to question Defendant or any agent, servant,
16 employee, or representative of Defendant, including by deposition pursuant to the provisions of
17 CR 30, to monitor compliance with this Consent Decree.

18 4.10 Defendant shall fully cooperate with the State and other civil regulatory
19 agencies in any civil investigation of any other person who advertised, marketed, or sold any of
20 Defendant's goods, products or services. Defendant also shall fully cooperate with the State
21 and other civil regulatory agencies in any civil investigation of any other agent, employee,
22 independent contractor, or representative of Defendant who is alleged to have violated any of
23 the provisions of this Consent Decree. Defendant's failure to cooperate shall be a material
24 breach of this Consent Decree.

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V. DISMISSAL

5.1 Except as provided above, this proceeding, in all other respects, is dismissed as to the Defendant upon entry of this Consent Decree.

5.2 The Clerk of the Court is ordered to enter the foregoing Consent Decree immediately.

DONE IN OPEN COURT this 27th day of October, 2017.

DAVID ESTUDILLO

JUDGE/COURT COMMISSIONER

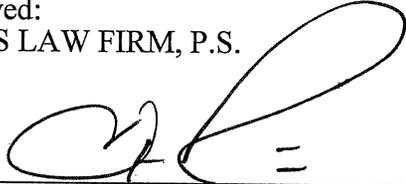
Presented by:

ROBERT FERGUSON
Attorney General



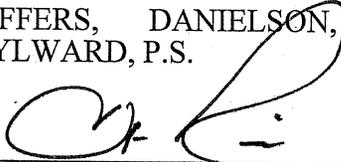
JOHN A. NELSON, WSBA #45724
PATRICIO A. MARQUEZ, WSBA #47693
Assistant Attorneys General
State of Washington
Attorneys for Plaintiff

Approved for entry, notice of presentation waived:
RIES LAW FIRM, P.S.



CHRISTOPHER F. RIES, WSBA #23584
Attorney for Defendant
Gary W. Chavers

JEFFERS, DANIELSON, SONN, &
AYLWARD, P.S.



FOR J. PATRICK AYLWARD, WSBA #7212
Attorneys for Defendant
Gary W. Chavers

GARY W. CHAVERS AND BEVERLY B.
CHAVERS REVOCABLE TRUST DATED
5/1/1997, AS AMENDED AND/OR
RESTATED

GARY W. CHAVERS
Trustee

1 **V. DISMISSAL**

2 5.1 Except as provided above, this proceeding, in all other respects, is dismissed as
3 to the Defendant upon entry of this Consent Decree.

4 5.2 The Clerk of the Court is ordered to enter the foregoing Consent Decree
5 immediately.

6 **DONE IN OPEN COURT** this _____ day of October, 2017.

7
8 _____
9 JUDGE/COURT COMMISSIONER

10 Presented by:
11 ROBERT FERGUSON
12 Attorney General

Approved for entry, notice of presentation
waived:
RIES LAW FIRM, P.S.

13 _____
14 JOHN A. NELSON, WSBA #45724
15 PATRICIO A. MARQUEZ, WSBA #47693
Assistant Attorneys General
State of Washington
Attorneys for Plaintiff

CHRISTOPHER F. RIES, WSBA #23584
Attorney for Defendant
Gary W. Chavers

16 JEFFERS, DANIELSON, SONN, &
17 AYLWARD, P.S.

18 _____
19 J. PATRICK AYLWARD, WSBA #7212
Attorneys for Defendant
20 Gary W. Chavers

21 GARY W. CHAVERS AND BEVERLY B.
22 CHAVERS REVOCABLE TRUST DATED
23 5/1/1997, AS AMENDED AND/OR
RESITATED

24 _____
25 GARY W. CHAVERS
26 Trustee

EXHIBIT 1

Current Residents Who Moved In Before February 1, 2011

Space #	Resident
1A	Santiago Tapia
2A	Virgen Fuentes
2B	Jose Rincon
3A	Andrea Alonso
5	Hilda Alecuanda
6A	Tobias Ramos
7B	Yolanda Flores
8	Maria Garcia
8A	Susana Robles
9	Argimiro Nuñez
10	Arcenio Melo
11B	Elizabeth Mejia
12A	Maribel Liberato
14	Tomas Mercado
15	Pablo Mejia
17	Daniel Martinez
20A	Marcelina Mendoza
22	Ines Hernandez
23A	Juan Icezaga
25	Pedro Rangel
26	Carmen Ramirez
30A	Veronica Reyes
30C	Sergio Rodriguez
32A	Victor Castro
32B	Federico Tapia

EXHIBIT 2

Current Total Monthly Payment Amount

Space #	Resident	Current Total Monthly Payment
1A	Santiago Tapia	\$585.00
1B	Genoveva Rosas	\$675.00
2A	Virgen Fuentes	\$570.00
2B	Jose Rincon	\$563.00
3	Ubaldo Diaz	\$750.00
3A	Andrea Alonso	\$850.00
3B	Salvador Rodriguez	\$850.00
4C	Javier Palma	\$525.00
4D	Silverio Basurto	\$525.00
4E	Pablo Santos	\$600.00
4F	Cruz Sanchez	\$550.00
4G	Yolanda Calvario	\$550.00
4H	Felipa Hernandez	\$550.00
5	Hilda Alecuanda	\$570.00
6A	Tobias Ramos	\$475.00
6B	Juana Valencia	\$450.00
7A	VACANT	
7B	Yolanda Flores	\$615.00
8	Maria Garcia	\$750.00
8A	Susana Robles	\$750.00
9	Argimiro Nuñez	\$690.00
10	Arcenio Melo	\$675.00
11A	Fabian Peñaloza	\$750.00
11B	Elizabeth Mejia	\$565.00
12A	Maribel Liberato	\$565.00
12B	Hugo Sanchez	\$585.00
13A	Wilfrido Zuñiga	\$550.00
13B	Angel Rincon	\$635.00
14	Tomas Mercado	\$450.00
15	Pablo Mejia	\$565.00
16	Araceli Riaño	\$580.00
17	Daniel Martinez	\$553.00
20	Josefina Valencia	\$825.00
20A	Marcelina Mendoza	\$850.00
21	Fidel Garcia	\$600.00
22	Ines Hernandez	\$565.00
23A	Juan Icezaga	\$565.00
23B	VACANT	
24A	Luci Figueroa	\$750.00
25	Pedro Rangel	\$585.00

26	Carmen Ramirez	\$580.00
27	Ana Sebastian	\$765.00
28A	Audel Godinez	\$330.00
28B	Velez, Gabriela	\$590.00
29A	Higinio Mendez	\$615.00
29B	Darwin Zuñiga	\$750.00
30A	Veronica Reyes	\$725.00
30B	Manuel Testa	\$700.00
30C	Sergio Rodriguez	\$585.00
31A	Laura Cabrera	\$750.00
31B	Socorro Marin	\$630.00
32A	Victor Castro	\$565.00
32B	Federico Tapia	\$555.00
32C	Jose Luis Galban	\$750.00
33A	Mireya Gonzalez	\$640.00
33B	Sara Alonzo	\$650.00

EXHIBIT 3

Current Duplex Residents

Space #	Resident
4C	Javier Palma
4D	Silverio Basurto
4E	Pablo Santos
4F	Cruz Sanchez
4G	Yolanda Calvario
4H	Felipa Hernandez

EXHIBIT 4

Current Residents Who Moved In After February 1, 2011

Space #	Resident
1B	Genoveva Rosas
3	Ubaldo Diaz
3B	Salvador Rodriguez
6B	Juana Valencia
11A	Fabian Peñaloza
12B	Hugo Sanchez
13A	Wilfrido Zuñiga
13B	Angel Rincon
16	Araceli Riaño
20	Josefina Valencia
21	Fidel Garcia
24A	Luci Figueroa
27	Ana Sebastian
28A	Audel Godinez
28B	Gabriela Velez
29A	Higinio Mendez
29B	Darwin Zuñiga
30B	Manuel Testa
31A	Laura Cabrera
31B	Socorro Marin
32C	Jose Luis Galban
33A	Mireya Gonzalez
33B	Sara Alonzo

EXHIBIT 5

Former Residents Who Signed Sales Contracts On or After February 1, 2011

Space #	Resident
1B	Linda Hernandez
3A	Maria G. Garcia
3B	Josefina Lopez
4E	Arcenio Melo ¹
4F	Fernando Rivera
4F	Andrea Alonzo ²
4G	Cristino Velazquez
4G	Salvador De La Cruz
4H	Santiago Nila
6B	Maria Garcia Ortiz ³
6B	Jose Luis Galban ⁴
7A	Jesus Gomez
7A	Araceli Riaño ⁵
8	Domingo Hernandez
10	Rosario Flores
11A	Yovani Lopez
11A	Jose Luis Martinez
11A	Hugo Villanueva
13B	Israel Martinez
16	Minerva Icezaga
16	Sara Martinez
19	Pablo Santos
19	Fidel Garcia
19	Audel Godinez
20	Nestor Luna
21	Gonzalo Sanchez & Arely Cruz
23B	Juan Perez
24A	Alejandra Castellanos
26	Rogelio Alvarado
27	Carmen Ramirez ⁶
27	Jose Guadalupe Rivera
27	Rosario Gatica
27	Damian Vazquez

¹ Former resident of Unit 4E who now resides in a different unit.

² Former resident of Unit 4F who now resides in a different unit.

³ Former resident of Unit 6B who now resides in a different unit.

⁴ Former resident of Unit 6B who now resides in a different unit.

⁵ Former resident of Unit 7A who now resides in a different unit.

⁶ Former resident of Unit 27 who now resides in a different unit.

27	Imelda Solorzano
28A	Ana Ramos
28B	Natividad Pedraza
29A	Luis Rivera
29B	Isidoro Cruz
30A	Angel Aguilar
30B	Juan Gonzalez
31A	Eduardo Perez
31B	Veronica Reyes ⁷
32C	Isidro Ramirez
33A	Gregorio Ponce
33A	Jesus Miranda
33B	Marcos Gomez
33B	Sara Alonzo (10/1/2012 sales contract) ⁸
33B	Gregorio Aguilar

⁷ Former resident of 31B who now resides in a different unit.

⁸ Ms. Alonzo moved out of Unit 33B (and the park) at or around May 31, 2014 but has moved back into Unit 33B.

EXHIBIT 6

Date

Name of Resident

Space #

RE: *State of Washington v. Gary Chavers - Sun & Sand Mobile Home Park, Mattawa, WA*
Notice Concerning Settlement

Dear First Name Last Name:

The State of Washington and I have reached a settlement in the above-referenced lawsuit. I write to advise you that, as part of the settlement, you have a choice to consent to cancellation of the Mobile Home Conditional Sales Contract and Security Agreement / Mobile Home Sales Contract and Security Agreement you signed for the purchase of the home at Space # __ or to continue under that sales contract. If you agree to the cancellation of the sales contract, you may continue to live in your home at Sun & Sand Mobile Home Park as a tenant. As a tenant, your total monthly rent for the home and space will be the same as the total monthly payment you currently make to live at Sun & Sand. You will sign a one-year lease (enclosed) to rent the home and the space. The lease will be renewable on an annual basis. Also, your rent will not be raised for 4 years.

If you consent to the cancellation of the Mobile Home Conditional Sales Contract and Security Agreement / Mobile Home Sales Contract and Security Agreement, please:

- (1) sign below, indicating your consent,
- (2) sign the enclosed Mutual Rescission of Contract and Lease, and
- (3) sign the enclosed Lease to rent the home and the space,

and ***return them to the Manager, Miriam Perez, at Space #24, within 30 days.***

If you do not consent to the cancellation of the Mobile Home Conditional Sales Contract and Security Agreement, please sign below, indicating you do not consent, and *return to the Manager within 30 days.* Nothing will change, and our relationship will continue to be governed by the Mobile Home Conditional Sales Contract and Security Agreement / Mobile Home Sales Contract and Security Agreement. If you signed a Mobile Home Conditional Sales Contract and Security Agreement before March 1, 2016, however, that contract was in a form that does not follow certain legal requirements and is being replaced with a Mobile Home Sales Contract and Security Agreement that does. ***If a replacement Mobile Home Sales Contract and Security Agreement is enclosed, please sign and return it to the Manager within 30 days if you choose to continue buying your home.***

I also want to let you know that, as part of the settlement, I have agreed to fix the homes to correct the physical conditions identified by the State's inspector after his inspection of the homes in April 2016. This process will take time, and I will address the most pressing conditions first, then proceed with other repairs, in the order the State has requested. *These repairs will take place regardless of whether you decide to cancel the sales contract and rent your home, or whether you decide to continue buying it.*

You have the right to consult with an attorney before making a decision.

Whatever you decide, please sign and return this letter and/or the enclosed documents to the Manager, as described above, and she will provide you with copies of the signed documents, for your records, within 5 days.

Sincerely,

Gary Chavers

Enclosures

Please place a checkmark or an "X" below, indicating whether you consent, and sign and complete the lines immediately below your choice.

_____ I **consent** to the cancellation of the Mobile Home Conditional Sales Contract and Security Agreement / Mobile Home Sales Contract and Security Agreement and will rent my home.

Signature: _____

Name: _____

Date: _____

Space #: _____

_____ I **do not consent** to the cancellation of the Mobile Home Conditional Sales Contract and Security Agreement / Mobile Home Sales Contract and Security Agreement and will continue buying my home.

Signature: _____

Name: _____

Date: _____

Space #: _____

Fecha

Nombre del residente
Número de espacio

RE: *Estado de Washington v. Gary Chavers - Sun & Sand Mobile Home Park, Mattawa, WA*
Aviso Referente un Acuerdo

Estimado/a Nombre Apellido:

El estado de Washington y yo hemos llegado a un acuerdo en el caso referido arriba. Escribo para avisarle que, como parte del acuerdo, usted puede elegir dar su consentimiento a que se cancele el Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil / Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil que firmó para la compra de la casa en el espacio # continuar bajo ese contrato de venta. Si está de acuerdo a que se cancele el contrato de compra y venta, puede continuar viviendo en su casa en Sun & Sand Mobile Home Park como inquilino. Como inquilino, su pago total mensual de renta para la casa y el espacio será la misma cantidad que paga actualmente para vivir en Sun & Sand. Firmará un contrato de arrendamiento de un año (adjunto) para alquilar la casa y el espacio. El contrato de arrendamiento será renovable anualmente. Además, su renta no aumentará por 4 años.

Si da su consentimiento a la cancelación del Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil / Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil, por favor:

- (1) firme abajo, indicando su consentimiento,
- (2) firme la Rescisión Mutua del Contrato y Acuerdo de Arrendamiento adjunta y
- (3) firme el Contrato de Arrendamiento adjunto para rentar la casa y el espacio,

y entréguelos a la Manager, Miriam Pérez, en el espacio #24, dentro de 30 días.

Si no da su consentimiento a la cancelación del Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil / Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil, por favor firme abajo, indicando que no da su consentimiento, y entréguelo a la Manager dentro de 30 días. Nada cambiará, y nuestra relación continuará de acuerdo con el Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil / Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil. Sin embargo, si firmó un Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil antes del 1 de marzo, 2016, ese contrato está en una forma que no cumple con ciertos requisitos legales y será remplazado con un Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil que sí cumple. ***Si un contrato de reemplazo de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil esta adjunto, por favor fírmelo y regréselo a la Manager dentro de 30 días si elige continuar comprando su casa.***

También le quiero avisar que, como parte del acuerdo, he acordado reparar las casas para corregir las condiciones físicas identificadas por el inspector del estado después de su inspección de las casas en abril del 2016. Este proceso tomará tiempo, y atenderé a las condiciones más urgentes primero, y luego continuaré con las otras reparaciones, en el orden que el estado ha pedido. *Estas reparaciones se llevarán a cabo en cualquier caso, si decide cancelar el contrato de compra y venta, o si decide continuar comprando la casa.*

Usted tiene el derecho de consultar con un abogado antes de hacer su decisión.

Lo que decida, por favor firme y devuelva esta carta y/o los documentos adjuntos a la Manager, como se explicó arriba, y ella le proveerá copias de los documentos que firmó, para sus archivos, dentro de 5 días.

Sinceramente,

Gary Chavers

Adjuntos

Por favor ponga una marca de verificación o una "X" abajo, indicando si usted da su consentimiento, y firme y complete las líneas inmediatamente debajo de su elección.

_____ **Yo consiento** a la cancelación del Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil / Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil y alquilaré mi casa.

Firma: _____

Nombre: _____

Fecha: _____

de espacio: _____

_____ **No consiento** a la cancelación del Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil / Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil y continuaré comprando mi casa.

Firma: _____

Nombre: _____

Fecha: _____

de espacio: _____

EXHIBIT 7

Date

Name of Resident

Space #

RE: *State of Washington v. Gary Chavers* - Sun & Sand Mobile Home Park, Mattawa, WA
Notice Concerning Settlement

Dear First Name Last Name:

The State of Washington and I have reached a settlement in the above-referenced lawsuit. I write to advise you that, as part of the settlement, the Mobile Home Conditional Sales Contract and Security Agreement / Mobile Home Sales Contract and Security Agreement you signed for the purchase of the home at Space #__ will be cancelled, but cancellation of the contract requires your consent. Upon cancellation of the contract, you will no longer be obligated to buy half of the home. Your neighbor that lives in the other half of the trailer will receive the same notice. If you agree to the cancellation of the sales contract, you may continue to live in your home at Sun & Sand Mobile Home Park as a tenant. As a tenant, your total monthly rent for the home and space will be the same as the total monthly payment you currently make to live at Sun & Sand. You will sign a one-year lease (enclosed) to rent the home and the space. The lease will be renewable on an annual basis. Also, your rent will not be raised for 4 years.

To consent to the cancellation of the Mobile Home Conditional Sales Contract and Security Agreement / Mobile Home Sales Contract and Security Agreement, please:

- (1) sign below, indicating your consent,
- (2) sign the enclosed Mutual Rescission of Contract and Lease, and
- (3) sign the enclosed Lease to rent the home and space,

and ***return them to the Manager, Miriam Perez, at Space #24, within 30 days.***

I also want to let you know that, as part of the settlement, I have agreed to fix the homes to correct the physical conditions identified by the State's inspector after his inspection of the homes in April 2016. This process will take time, and I will address the most pressing conditions first, then proceed with other repairs, in the order the State has requested.

You have the right to consult with an attorney before signing and returning this letter and the documents enclosed.

Please sign and return this letter and/or the enclosed documents to the Manager, as described above, and she will provide you with copies of the signed documents, for your records, within 5 days.

Sincerely,

Gary Chavers

Enclosures

Please place a checkmark or an "X" below, indicating that you consent, and sign and complete the lines immediately below your choice.

_____ I **consent** to the cancellation of the Mobile Home Conditional Sales Contract and Security Agreement / Mobile Home Sales Contract and Security Agreement and will rent my home.

Signature: _____

Name: _____

Date: _____

Space #: _____

Fecha

Nombre del residente

Número de espacio

RE: *Estado de Washington v. Gary Chavers* - Sun & Sand Mobile Home Park, Mattawa, WA
Aviso Referente un Acuerdo

Estimado/a Nombre Apellido:

El estado de Washington y yo hemos llegado a un acuerdo en el caso referido arriba. Escribo para avisarle que, como parte del acuerdo, el Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil / Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil que firmó para la compra de la casa en el espacio # __ será cancelado, pero la cancelación del contrato requiere su consentimiento. Al cancelar el contrato, ya no será obligado a comprar la mitad de la casa. Su vecino que vive en la otra mitad de la tráiler recibirá el mismo aviso. Si está de acuerdo a que se cancele el contrato de compra y venta, puede continuar viviendo en su casa en Sun & Sand Mobile Home Park como inquilino. Como inquilino, su pago total mensual de renta para la casa y el espacio será la misma cantidad que paga actualmente para vivir en Sun & Sand. Firmará un contrato de arrendamiento de un año (adjunto) para alquilar la casa y el espacio. El contrato de arrendamiento será renovable anualmente. Además, su renta no aumentará por 4 años.

Para dar su consentimiento a la cancelación del Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil / Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil, por favor:

- (1) firme abajo, indicando su consentimiento,
- (2) firme la Rescisión Mutua del Contrato y Acuerdo de Arrendamiento adjunta, y
- (3) firme el Contrato de Arrendamiento adjunto para rentar la casa y el espacio,

y entréguelos a la Manager, *Miriam Pérez*, en el espacio #24, dentro de 30 días.

También le quiero avisar que, como parte del acuerdo, he acordado reparar las casas para corregir las condiciones físicas identificadas por el inspector del estado después de su inspección de las casas en abril del 2016. Este proceso tomará tiempo, y atenderé a las condiciones más urgentes primero, y luego continuaré con las otras reparaciones, en el orden que el estado ha pedido.

Usted tiene el derecho de consultar con un abogado antes de firmar y entregar esta carta y los documentos adjuntos.

Por favor firme y devuelva esta carta y/o los documentos adjuntos a la Manager, como se explicó arriba, y ella le proveerá copias de los documentos que firmó, para sus archivos, dentro de 5 días.

Sinceramente,

Gary Chavers

Adjuntos

Por favor ponga una marca de verificación o un "X" abajo, indicando que usted da su consentimiento, y firme y complete las líneas inmediatamente debajo de su elección.

_____ **Yo consiento** a la cancelación del Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil / Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil y alquilaré mi casa.

Firma: _____

Nombre: _____

Fecha: _____

de espacio: _____

EXHIBIT 8

Date

Name of Resident

Space #

RE: *State of Washington v. Gary Chavers- Sun & Sand Mobile Home Park, Mattawa, WA*
Notice Concerning Settlement

Dear First Name Last Name:

The State of Washington and I have reached a settlement in the above-referenced lawsuit. I write to advise you that, as part of the settlement, you have a choice whether to continue buying your home or to rent it. If you decide to rent it, the Mobile Home Conditional Sales Contract and Security Agreement / Mobile Home Sales Contract and Security Agreement you signed for the purchase of the home at Space #__ will be cancelled, with your consent. If you agree, you may continue to live in your home at Sun & Sand Mobile Home Park as a tenant. As a tenant, your total monthly rent for the home and space will be the same as the total monthly payment you currently make to live at Sun & Sand. You will sign a one-year lease (enclosed) to rent the home and the space. The lease will be renewable on an annual basis. Also, your rent will not be raised for 4 years.

If you consent to the cancellation of the Mobile Home Conditional Sales Contract and Security Agreement / Mobile Home Sales Contract and Security Agreement, please:

- (1) sign below, indicating your consent,
- (2) sign the enclosed Mutual Rescission of Contract and Lease, and
- (3) sign the enclosed Lease to rent the home and the space,

and ***return them to the Manager, Miriam Perez, at Space #24, within 30 days.***

If you do not consent to the cancellation of the Mobile Home Conditional Sales Contract and Security Agreement, please sign below, indicating you do not consent, and *return to the Manager within 30 days.* Nothing will change, and our relationship will continue to be governed by the Mobile Home Conditional Sales Contract and Security Agreement / Mobile Home Sales Contract and Security Agreement. If you signed a Mobile Home Conditional Sales Contract and Security Agreement before March 1, 2016, however, that contract was in a form that does not follow certain legal requirements and is being replaced with a Mobile Home Sales Contract and Security Agreement that does. ***If a replacement Mobile Home Sales Contract and Security Agreement is enclosed, please sign and return it to the Manager within 30 days if you choose to continue buying your home***

I also want to let you know that, as part of the settlement, I have agreed to fix the homes to correct the physical conditions identified by the State's inspector after his inspection of the homes in April 2016. This process will take time, and I will address the most pressing conditions first, then proceed with other repairs, in the order the State has requested. *These repairs will take place regardless of whether you decide to cancel the sales contract and rent your home, or whether you decide to continue buying it.*

You have the right to consult with an attorney before making a decision.

Whatever you decide, please sign and return this letter and/or the enclosed documents to the Manager, and she will provide you with copies of the signed documents within 5 days.

Sincerely,

Gary Chavers

Enclosures

Please place a checkmark or an "X" below, indicating your choice, and sign and complete the lines immediately below your choice.

_____ I **consent** to the cancellation of the Mobile Home Conditional Sales Contract and Security Agreement / Mobile Home Sales Contract and Security Agreement and will rent my home instead.

Signature: _____

Name: _____

Date: _____

Space #: _____

_____ I **do not consent** to the cancellation of the Mobile Home Conditional Sales Contract and Security Agreement / Mobile Home Sales Contract and Security Agreement and will continue buying my home.

Signature: _____

Name: _____

Date: _____

Space #: _____

Fecha

Nombre del residente

Número de espacio

RE: *Estado de Washington v. Gary Chavers - Sun & Sand Mobile Home Park, Mattawa, WA*
Aviso Referente un Acuerdo

Estimado/a Nombre Apellido:

El estado de Washington y yo hemos llegado a un acuerdo en el caso referido arriba. Escribo para avisarle que, como parte del acuerdo, usted tiene la opción de seguir comprando su casa o de rentarla. Si decide rentarla, el Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil / Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil que firmó para la compra de la casa en el espacio # __ se cancelará, con su consentimiento. Si está de acuerdo, puede continuar viviendo en su casa en Sun & Sand Mobile Home Park como inquilino. Como inquilino, su pago total mensual de renta para la casa y el espacio será la misma cantidad que paga actualmente para vivir en Sun & Sand. Firmará un contrato de arrendamiento de un año (adjunto) para alquilar la casa y el espacio. El contrato de arrendamiento será renovable anualmente. Además, su renta no aumentará por 4 años.

Si da su consentimiento a la cancelación del Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil / Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil, por favor:

- (1) firme abajo, indicando su consentimiento,
 - (2) firme la Rescisión Mutua del Contrato y Acuerdo de Arrendamiento adjunta y
 - (3) firme el Contrato de Arrendamiento adjunto para rentar la casa y el espacio,
- y **entréguelos a la Manager, Miriam Pérez, en el espacio #24, dentro de 30 días.**

Si no da su consentimiento a la cancelación del Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil / Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil, por favor firme abajo, indicando que no da su consentimiento, y entréguelo a la Manager dentro de 30 días. Nada cambiará, y nuestra relación continuará de acuerdo con el Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil / Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil. Sin embargo, si firmó un Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil antes del 1 de marzo, 2016, ese contrato está en una forma que no cumple con ciertos requisitos legales y será remplazado con un Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil que sí cumple. ***Si un contrato de reemplazo de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil esta adjunto, por favor firmelo y regréselo a la Manager dentro de 30 días si elige continuar comprando su casa.***

También le quiero avisar que, como parte del acuerdo, he acordado reparar las casas para corregir las condiciones físicas identificadas por el inspector del estado después de su inspección de las casas en abril del 2016. Este proceso tomará tiempo, y atenderé a las condiciones más urgentes primero, y luego continuaré con las otras reparaciones, en el orden que el estado ha

pedido. *Estas reparaciones se llevarán a cabo en cualquier caso, si decide cancelar el contrato de compra y venta, o si decide continuar comprando la casa.*

Usted tiene el derecho de consultar con un abogado antes de hacer su decisión.

Lo que decida, por favor firme y devuelva esta carta y/o los documentos adjuntos a la Manager, como se explicó arriba, y ella le proveerá copias de los documentos que firmó, para sus archivos, dentro de 5 días.

Sinceramente,

Gary Chavers

Adjuntos

Por favor ponga una marca de verificación o un "X" abajo, indicando si da su consentimiento, y firme y complete las líneas inmediatamente debajo de su elección.

_____ **Yo consiento** a la cancelación del Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil / Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil y alquilaré mi casa.

Firma: _____

Nombre: _____

Fecha: _____

de espacio: _____

_____ **No consiento** a la cancelación del Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil / Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil y continuaré comprando mi casa.

Firma: _____

Nombre: _____

Fecha: _____

de espacio: _____

EXHIBIT 9

Date

Name of Resident

Address

RE: *State of Washington v. Gary Chavers* - Sun & Sand Mobile Home Park, Mattawa, WA
Notice Concerning Settlement

Dear First Name Last Name:

The State of Washington and I have reached a settlement in the above-referenced lawsuit. I write to advise you that, as part of the settlement, the Mobile Home Conditional Sales Contract and Security Agreement / Mobile Home Sales Contract and Security Agreement you signed for the purchase of the home at Space #__ will be cancelled.

The enclosed document, Mutual Rescission of Contract and Lease, cancels the contract, since you no longer live at Space # ___ at Sun & Sand Mobile Home Park, 103 N. Ellice Avenue, Mattawa, Washington.

Please sign and return the Rescission in the enclosed self-addressed, stamped envelope as soon as practicable.

Sincerely,

Gary Chavers

Enclosures

Fecha

Nombre del residente

Dirección

RE: *Estado de Washington v. Gary Chavers* - Sun & Sand Mobile Home Park, Mattawa, WA
Aviso Referente un Acuerdo

Estimado/a Nombre Apellido:

El estado de Washington y yo hemos llegado a un acuerdo en el caso referido arriba. Escribo para avisarle que, como parte del acuerdo, el Contrato Condicional de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil / Contrato de Compra y Venta y Acuerdo de Seguridad Para Casa Móvil que firmó para la compra de la casa en el espacio # __ se cancelará.

El documento adjunto, Rescisión Mutua del Contrato y Acuerdo de Arrendamiento, cancela el contrato, como usted ya no vive en el espacio # __ en Sun & Sand Mobile Home Park, 103 N. Ellice Avenue, Mattawa, Washington.

Por favor firme y devuelva la Rescisión en el sobre pre-pagado adjunto lo más pronto sea posible.

Sinceramente,

Gary Chavers

Adjuntos

EXHIBIT 10

Order of Priority for Repairs¹

First Priority Repairs to be Made Across All Homes:

- L – Means of Egress; Fire Protection
 - Safe, continuous, unobstructed path of travel
 - Doors, bars, grilles, grates over emergency escape openings are readily operable from inside, without keys or special knowledge
 - Adequate emergency egress from all habitable spaces
 - Fire doors not blocked, obstructed or inoperable
 - Smoke detectors required
 - Carbon monoxide detectors required
- K – Other
 - Lighting fixtures required (in every room and hallway)
 - Dwelling provides privacy/separated from adjoining units
 - No plumbing system hazards found
 - Mechanical equipment properly installed & maintained
 - Combustion air supply is adequate for fuel-burning equip
 - Unit has electrical service provided by utility
 - No electrical system hazards found
- C – Exterior Structure²
 - Stairways, decks, porches, balconies in good repair
 - Handrails and guardrails firmly fastened

Second Priority Repairs That May Be Made Home-by-Home in the Following Order of Priority By Unit Number, Except that Homes That Become Vacant May be Elevated to the Top of the List in an Effort to Minimize Temporary Displacement of Residents During Repairs:

Units in Order of Priority
#31A
#33B
#29B
#32C
#30B
#7A
#21
#13B
#32B
#12A
#11B
#12B
#14

¹ The repair categories, in large part, are keyed to the inspection checklist categories in the State's home inspection expert's reports (as are additional photographs and descriptions in addenda to State's home inspection expert's reports). See WA-AG S&S 301002400 – WA-AG S&S 301003133.

² Remainder of Exterior Structure items follow below.

#6A
#4C
#4D
#28A
#4G
#4H
#9
#28B
#13A
#23A
#23B
#25
#26
#15
#29A
#31B
#6B
#32A
#22
#17
#33A
#4F
#4E
#16
#10
#7B
#27
#1A
#1B
#2A
#5
#2B
#8
#30C
#8A
#3
#3A
#3B
#20A
#11A
#20
#24A
#30A

- C – Exterior Structure³
 - Roof and drainage in good repair
- Flooring (replacement of carpets per Paragraph 2.19 of Consent Decree) and any associated subfloor repairs
 - Floor surface in good repair
- D – Dwelling Unit Entry
 - Exterior doors in good repair; deadbolt locks operable by knob; deadbolt throw not less than 1 inch
 - Windows and frames in good repair
 - Floor surface in good repair
- Mold / Moisture issues throughout the home (if not already addressed via items above)
 - No visible mold, signs of moisture or leaks⁴
- Insect, rodent infestation
- G – Kitchen/ Utility
 - Wall surface in good repair
 - Windows and frames in good repair
 - Floor surface in good repair
 - Free of insect or rodent infestation
 - Stove vent properly connected and functional
 - Has a clear path of not less than 3 feet clearance between counterfronts and appliances or walls
 - Has kitchen sink, cooking stove, refrigerator, and counter space
 - Hot and cold water to all plumbed fixtures
 - Two separate & remote electrical receptacle outlets
 - Clothes dryer exhaust vented properly to exterior
 - Water heater correctly installed
 - Laundry area – one grounded-type receptacle or GFCI
- Kitchen Cabinets (repair or replacement of cabinets per Paragraph 2.19 of Consent Decree)
- H – Bathroom
 - Separate bathroom with toilet, sink, & tub or shower
 - Wall surface in good repair
 - Windows and frames in good repair
 - Floor surface in good repair
 - Bathroom and toilet room properly ventilated
 - Openable window or functional mechanical fan
 - Door for privacy, in good repair, securely attached
 - Hot and/or cold water to all fixtures
 - Has at least one electrical receptacle
- Bathroom Cabinets (repair or replacement of cabinets per Paragraph 2.19 of Consent Decree)
- I – Bedroom
 - Wall surface in good repair

³ Remainder of Exterior Structure items follow below.

⁴ This item removed where otherwise would appear in each room/area below.

- Windows and frames in good repair
- Floor surface in good repair
- Door, in good repair, securely attached
- Minimum of 1 openable, approved-size window facing directly to outdoors
- Adequate source of heat
- Two separate & remote electrical receptacle outlets
- E – Living Room
 - Wall surfaces in good repair
 - Windows and frames in good repair
 - Floor surface in good repair
 - Minimum of 1 openable, approved-size window facing directly to outdoors
 - Adequate source of heat
 - Two separate & remote electrical receptacle outlets
- F – Dining Room
 - Wall surface in good repair
 - Windows and frames in good repair
 - Floor surface in good repair
 - Minimum of 1 openable, approved-size window facing directly to outdoors
 - Adequate source of heat
 - Two separate & remote electrical receptacle outlets
- C – Exterior Structure
 - Surfaces in good repair
 - Address numbers 4” tall & visible from street
 - Structural members in good repair
 - Foundation walls in good repair
 - Exterior walls in good repair
 - Decorative features in good repair
 - Overhand extensions in good repair
 - Chimneys and towers in good repair
- A – Exterior Property
 - Clean, safe & sanitary / no uncontained debris
 - No standing water or erosion
 - Sidewalks/driveways free of hazards
 - No weeds in excess of 24 inches
 - Accessory structures in good repair
 - Manufactured Home – Attached structures
 - Manufactured Home skirtings in good repair
 - Crawlspace, Proper vapor barrier/Tie Downs/Piers

EXHIBIT 11

**SECOND AMENDED AND RESTATED
REVOCABLE TRUST OF
GARY W. CHAVERS AND BEVERLY B. CHAVERS**

BEVERLY B. CHAVERS AND GARY W. CHAVERS, who reside at Seattle, Washington, as Trustors and co-Trustees, executed a revocable trust dated May 2, 1987,

as amended by FIRST AMENDMENT OF REVOCABLE TRUST OF BEVERLY B. CHAVERS AND GARY W. CHAVERS dated December 16, 1998,

as amended by SECOND AMENDMENT OF REVOCABLE TRUST OF BEVERLY B. CHAVERS AND GARY W. CHAVERS dated December 16, 1998,

as amended by THIRD AMENDMENT OF REVOCABLE TRUST OF BEVERLY B. CHAVERS AND GARY W. CHAVERS dated May 7, 2002,

as amended by AMENDED AND RESTATED REVOCABLE TRUST OF GARY W. CHAVERS AND BEVERLY B. CHAVERS dated July 11, 2007.

The purpose of this agreement is to restate the revocable trust of BEVERLY B. CHAVERS AND GARY W. CHAVERS in its entirety as the AMENDED AND RESTATED REVOCABLE TRUST OF BEVERLY B. CHAVERS AND GARY W. CHAVERS dated December 3rd 2012.

**ARTICLE 1
Transfer of Property**

The Trustors have transferred, conveyed and delivered and by this document do convey, transfer and deliver to the Trustees the property itemized on Schedule "A" attached hereto. It is the Trustors' intention to provide in this trust agreement for the management and disposition of that property, together with other property that hereafter may be added to this trust.

**ARTICLE 2
Rights Reserved by Trustors**

Each trustor reserves the right as to his or her community property one-half interest to:

- A. Direct the distribution of net income and principal from the trust estate.
- B. Add other property to the trust estate.
- C. Amend this agreement in any respect.
- D. Revoke this trust entirely or withdraw at any time or from time to time any part of his or her interest in the trust estate upon reasonable notice to the Trustees.

ARTICLE 3
Distributions from the Trust Estate

SECTION 3.1 Power of the Trustors to Order Distributions. The Trustees shall distribute to the trustors or trustor's order as much of the net income and principal as the trustors shall direct in writing.

SECTION 3.2 Administration During the Incapacity of a Trustor. During any period in which a trustor, whether because of illness or for any other reason, is, in the opinion of the Trustees, incapable of managing his or her own affairs, the Trustees may in the Trustees' discretion discontinue any payments being made to that trustor under Section 3.1 hereof and are hereby authorized during any such period to distribute to that trustor or for that trustor's benefit as much of the net income and principal as Trustees deem best for the care, support and maintenance of that trustor.

SECTION 3.3 Distribution upon Death of First Trustor to Die. Upon the death of the first trustor to die, the trust estate shall be divided into two equal shares, one share consisting of the surviving trustor's interest in the trust estate (the "survivor's share") and one share consisting of the deceased trustor's interest in the trust estate (the "decedent's share"). The survivor's share shall be held, administered and distributed in accordance with Section 3.1 and Section 3.2 hereof. Any of the decedent's share not effectively appointed by the deceased trustor in accordance with Section 6.2 shall be held, administered and distributed as follows:

(a) Creation of Marital Deduction and Family Trusts. The Trustees shall divide the decedent's share into two (2) trusts, designated as the Marital Deduction Trust and the Family Trust.

(i) Marital Deduction Trust. The Marital Deduction Trust shall consist of a fraction of the decedent's share, determined after payment of all pecuniary gifts, expenses of administration, debts and Death Taxes that are properly chargeable against the decedent's share. The numerator of the fraction shall be the smallest amount which, if allowable as a marital deduction for federal estate tax purposes in the matter of deceased trustor's estate, will result in no Death Tax being due from the decedent's share or taxable estate, taking into account post-1976 taxable gifts made by the decedent and all other deductions allowed for federal estate tax purposes, the unified credit, and the state death tax (but only to the extent that the latter credit does not increase the state death tax payable to any state). The denominator of the fraction shall be the federal estate tax value of the decedent's share so determined. For purposes of this gift, the decedent's share shall include only assets that would qualify for federal estate tax marital deduction if they were distributed outright to the deceased trustor's spouse. It is intended that all of the deceased trustor's assets shall be included in the trust estate. If that is not the case, the applicable fraction shall be adjusted so as to result in no Death Taxes being due from the decedent's share or taxable estate taking into consideration assets in which the decedent trustor has an interest, without regard to whether such assets are included in this trust.

(ii) The Family Trust. The Family Trust shall consist of the balance of the decedent's share.

(b) Distribution. The Marital Deduction Trust shall be held, administered and distributed as set forth in Article 4 hereof. The Family Trust shall be held, administered and distributed as set forth in Article 5 hereof.

ARTICLE 4 Marital Deduction Trust

The Marital Deduction Trust shall be held, administered and distributed as follows:

SECTION 4.1 All Income to Surviving Spouse. The Trustees shall pay to or apply for the benefit of the surviving trustor all of the net income of the Marital Deduction Trust, quarterly or at more frequent intervals. Any income accumulated prior to the surviving trustor's death shall be paid to the personal representative of the surviving trustor's estate for inclusion in his or her estate as though owned by the surviving trustor at the time of death.

SECTION 4.2 Election. The Personal Representative of the deceased Trustor, in such Personal Representative's sole discretion, is authorized to elect under Section 2056(b)(7) of the Code and RCW 83.100 to treat any property passing into the Marital Deduction Trust under this Article 4 (whether pursuant to this Trust or otherwise) as qualified terminable interest property under Section 2056(b)(7)(i) of the Code and RCW 83.100 ("QTIP election"), provided that nothing herein shall prevent such Personal Representative from selecting a QTIP election for a different amount on the Washington state estate return than on the federal estate tax return. If no federal estate return is required, such Personal Representative may make a QTIP election on the Washington state estate tax return. If such Personal Representative determines that it is in the best interests of the beneficiaries, other than the surviving trustor, to pay some federal or Washington estate tax in the deceased trustor's estate, taking into consideration any other tax that is to be paid because of the deaths of the trustors and any income tax liability that may be affected by the election, such Personal Representative may elect a QTIP election that does not reduce the estate tax on this Marital Deduction Trust to zero, if the payment of the tax will not jeopardize the ability of the Marital Deduction Trust to provide for the surviving trustor with the level of support and maintenance contemplated by this Trust Agreement. All qualified terminable interest property shall be allocated to a separate marital deduction share of the Marital Deduction Trust. Any election under this Article shall be made only with respect to property that qualifies for the marital deduction as defined in Section 2056 of the Code and shall be final and binding on all persons.

SECTION 4.3 Distribution of Principal for Surviving Spouse. If the income is insufficient, the Trustees shall pay to or apply for the benefit of the surviving trustor as much of the principal of the Marital Deduction Trust as the Trustees deem necessary to maintain the surviving trustor in health and reasonable comfort and to support the surviving trustor in the surviving trustor's accustomed manner of living. Any payments shall be made first out of the Marital Deduction Trust until it is exhausted and thereafter out of the Family Trust, except that payments may be made from the Family Trust without exhausting The Marital Deduction Trust if for any reason the Trustee deems this advisable.

SECTION 4.4 Allocation of Tax Imposed upon Marital Deduction Trust upon Death of Surviving Spouse. If any of the assets of The Marital Deduction Trust are included in the

surviving trustor's gross estate by reason of Section 2044 of the Code, then upon the surviving trustor's death the Trustees, in the Trustees' discretion, may pay to the personal representative of the surviving trustor's estate an amount equal to the difference between the federal estate tax payable with respect to the surviving trustor's estate and the federal estate tax which would otherwise be payable if none of the assets of The Marital Deduction Trust were taxable in his or her estate. If the Trustees decide not to pay this amount, this subparagraph shall not prevent the personal representative of the surviving trustor's estate from recovering (pursuant to Section 2207A of the Code) from the person or persons receiving the property.

SECTION 4.5 Marital Deduction Trust Added to Family Trust upon Death of Survivor to be Distributed in Accordance with Terms of Family Trust. Upon the death of the surviving trustor, the balance of The Marital Deduction Trust shall be added to the Family Trust, to follow the disposition of the Family Trust in all respects as hereafter provided.

SECTION 4.6 Marital Deduction Savings Clause. Any provision or provisions of this Marital Deduction Trust or elsewhere contained in this Will which would operate to defeat any federal estate tax marital deduction as to decedent's share shall be without force and effect. Trustees shall not exercise any discretionary power in any manner which would operate to defeat the marital deduction. As expressed in Revised Code of Washington 11.108.025, it is the deceased trustor's intention to make a marital deduction gift in trust.

ARTICLE 5

Family Trust

The Family Trust shall be held, administered and distributed as follows:

SECTION 5.1 Income as Necessary for Surviving Spouse. The Trustees shall pay to or apply for the benefit of the surviving trustor during his or her lifetime as much of the net income and principal of the Family Trust as is necessary to maintain the surviving trustor in health and reasonable comfort and to support the surviving trustor in his or her accustomed manner of living, after taking into consideration, to the extent the Trustees deem advisable, other income and resources available to the surviving trustor.

SECTION 5.2 Distributions to Children. In addition, the Trustees in the Trustees' discretion may pay to or apply for the benefit of any or all of the trustors' children as much of the net income and principal as the Trustees deem necessary for their health, education or support (or any combination of them), after taking into consideration their other income and resources. In no event, however, shall any payment be made in satisfaction of any legal support obligation of any trustee as described in Section 677(b) of the Code. Any net income not distributed shall be accumulated and added to principal. In exercising these discretionary powers under this Section 5.3, the Trustees shall be mindful of the fact that the trustors' primary concern in establishing this trust is the surviving trustor's welfare and the interests of others in the trust are to be subordinate to his or hers.

SECTION 5.3 Division Among Children (and their Descendants) upon Death of Survivor. On the death of the surviving trustor, the Trustee shall pay the sum of ONE HUNDRED and No/100 Dollars (\$100.00) each to MICHELLE CHERI CHAVERS and to SHANE DONAVAN

CHAVERS. The Trustee shall divide the balance of the trust estate into equal shares, one equal share for each living child and one equal share for the group composed of the living descendants of a deceased child of the Trustor BEVERLY B. CHAVERS. The children of Trustor BEVERLY B. CHAVERS are DONALD D. HOUVENER, born April 28, 1958, PAUL R. HOUVENER, born July 20, 1959, THOMAS B. HOUVENER, born January 27, 1961, and IVY J. FIORETTI, born May 4, 1966, at the time of the execution of this SECOND AMENDED AND RESTATED REVOCABLE TRUST OF GARY W. CHAVERS AND BEVERLY B. CHAVERS. Because Trustor Beverly B. Chavers has four living children and no deceased children leaving descendants, if the death of the survivor of the Trustors occurred as of the date of the execution of this agreement, the trust estate would be divided into four (4) shares, one share for each of the Trustors' now living children. Other than the \$100.00 gifts to MICHELLE CHERI CHAVERS and to SHANE DONAVAN CHAVERS as provided in this Section, there shall be no distributions to the children of the Trustor GARY W. CHAVERS or to their descendants.

SECTION 5.4 Share of a Grandchild Whose Parent is Deceased. Each share allocated to a group composed of the living descendants of a deceased child of the Trustor BEVERLY B. CHAVERS shall be distributed to the descendants by right of representation and free of trust, subject, however, to the provisions of Section 6.4 hereof.

SECTION 5.5 Child's Share. Each share allocated to a living child of the Trustor BEVERLY B. CHAVERS shall be distributed to such child outright and free of trust.

ARTICLE 6

Trust Administrative Positions

The following provisions shall apply to all trusts created hereunder.

SECTION 6.1 Family Home to be Retained for the Benefit of Surviving Spouse. The Trustees shall retain the deceased trustor's interest in the property that the trustors are using as their principal residence at the time of the deceased trustor's death and permit the surviving trustor to reside without charge in that residence for as long as he or she desires. If the surviving trustor ceases to reside in that residence, the Trustees may, in the Trustees' discretion, sell the trusts' interest in the residence and add the proceeds from the sale to the trust estate. In the event of sale, the Trustees may purchase another suitable residence or an interest in a suitable residence for the surviving trustor, including a condominium or an interest in a retirement home or other facility.

SECTION 6.2 Each Trustor Retains Testamentary Power of Appointment. Each trustor shall have a testamentary power of appointment over his or her respective interest in the trust estate. The Trustees shall distribute any or all of a deceased trustor's one-half interest in the trust estate (including both principal and any undistributed income) to or for the benefit of the surviving trustor and/or any of the trustor's issue, on such terms and conditions, either outright or in trust, and in such proportions as the deceased trustor may appoint by will, specifically referring to and exercising this special power of appointment.

SECTION 6.3 Trust Not Assignable, nor Subject to Claims of Creditors. No interest in the principal or income of any trust created from the assets of a deceased trustor hereunder shall be

anticipated, assigned or encumbered, or subject to any creditor's claim or to legal process, prior to its actual receipt by the beneficiary. This provision shall not, however, limit any beneficiary's right to disclaim.

SECTION 6.4 Accounting. After the death of the surviving trustor, the Trustees shall submit to each adult income beneficiary of each trust hereunder and to the legal guardian or the person having the care and custody of each income beneficiary who is a minor or under legal disability an annual statement, or statements at more frequent intervals, showing the receipts and disbursements of that trust since the last previous statement and listing the assets of that trust. The Trustee shall be otherwise relieved from all duties which would otherwise be imposed by any law relating to accounting by trustees.

SECTION 6.5 Protection for Young Beneficiaries. If any person entitled to receive a share hereunder is then under the age of twenty-five (25), the distribution of that person's share shall be postponed (within the limits of applicable law relating to perpetuities) until that person attains age twenty-five (25). The Trustee, in the Trustees' discretion, may pay to that person or use for his or her benefit as much of the share or the income from it as the Trustees deem advisable for his or her health, education or support (or any combination of them). The Trustees shall pay and deliver to that person the share then remaining as soon as he or she attains age twenty-five (25). If that person dies before attaining age twenty-five (25), the share then remaining shall thereupon be paid over and delivered by the Trustees to that person's personal representative for inclusion in that person's estate as though owned by him or her at the time of death.

ARTICLE 7

Estate Taxes

SECTION 7.1 Definitions. Term "Death Taxes" means any estate, inheritance, succession or other death or transfer taxes, other than generation-skipping transfer taxes, imposed under the laws of any jurisdiction at or by reason of the deceased Trustor's death. As of the date of this document, the federal estate tax credit equal to exemption is \$5,000,000. On December 31, 2013, the current tax code will expire. To the extent that there are references in this Trust Agreement to the federal estate tax for the purposes of funding the marital deduction share or terms defined hereunder or with respect thereto, such as "applicable credit amount," "gross estate," "federal estate tax value" or other terms, or for the making of any elections under this Will with reference to the provisions of the Code, it is the Trustors' intention that such references to the Code shall be with respect to provisions of the Internal Revenue Code as they applied with respect to decedents dying prior to December 31, 2009.

SECTION 7.2 Allocation of Death Taxes of the First Trustor to Die. Any inheritance, estate or other death taxes (including the excise tax imposed under Section 4980A(d) of the Code), or duties, including interest or penalties thereon, imposed by reason of the death of the first trustor to die (collectively "Death Taxes") assessed against the deceased trustor's share, or the beneficiaries of the deceased trustor's share, shall be paid out of the Family Trust, except that any such taxes incurred as a result of the election of the Personal Representative ("executor") of a deceased trustor under Section 4.2 shall be paid out of that share of the Marital Deduction Trust which is not used as a federal estate tax marital deduction in a deceased trustor's estate.

SECTION 7.3 Allocation of Death Taxes of the Second Trustor to Die. Any Death Taxes assessed against the survivor's share, or the beneficiaries of survivor's share, shall be paid and discharged by the Trustees in the manner and in the amount as would be apportioned to such property under Chapter 83.110 of the Revised Code of Washington. Notwithstanding the foregoing, to the extent Death Taxes are attributable to property not passing under this trust, such Death Taxes shall be allocated to and recovered by the Personal Representative or the Trustee from the recipients of such nonprobate property in the manner and in the amount as would be apportioned to such property under Chapter 83.110 of the Revised Code of Washington.

SECTION 7.4 Taxes attributable to Property Not Passing in Accordance with the Terms of this Instrument. Except for the gifts of \$100.00 each to the children of Trustor Gary W. Chavers in Section 5.3, to the extent that Death Taxes are attributable to property not passing under this instrument, such Death Taxes shall be allocated to and recovered by a deceased trustor's Personal Representative or the Trustee from the recipients of such nonprobate property in the manner and in the amount as would be apportioned to such property under Chapter 83.110 of the Revised Code of Washington.

ARTICLE 8

Authority of the Trustees

SECTION 8.1 Washington Trust Act. To carry out the purposes of this trust agreement, and subject to any limitations stated elsewhere in this trust agreement, the Trustees shall have all the rights, powers and duties given by law including, but not limited to, those given by the Washington Trust Act, Chapter 11.98 of the Revised Code of Washington, which act (together with any amendments hereafter enacted) is incorporated by this reference as if fully set forth herein.

SECTION 8.2 Fiduciary Responsibility to Administer Trust so as to Achieve the Maximum Marital Deduction. After the death of the first trustor to die, the Trustees shall exercise their powers, duties and discretion as to the interest of the deceased trustor only in a manner consistent with the allowance of the federal estate tax marital deduction in the estate of the deceased trustor and only in a manner which will not limit or deny the right of the surviving trustor to all the income of the decedent's share. All rights and powers of the Trustees which may affect the amount of income or the survivor's right to it are subject to the surviving trustor's right to require that the property held in the decedent's share be made fully productive of income. All acts and exercises of discretion by the Trustees shall be made solely in a fiduciary capacity in accordance with general standards of trust administration imposed upon Trustees. Any provision or provisions contained in this Trust Agreement which would operate to defeat any federal estate tax marital deduction as the estate of the first trustor to die shall be without force and effect.

The Trustees shall not exercise any discretionary power in any manner which would operate to defeat the marital deduction. As expressed in Revised Code of Washington 11.108.025, each trustor declares that it is his or her intention to make a marital deduction gift in trust.

SECTION 8.3 Trustees Not to Exercise Powers of Trust to Discharge Support Obligation--(Tax Sensitive Power). Subject to the rights reserved by each trustor over his or her interest in assets of the trust, no Trustee shall participate in any decision regarding the payment of trust income to

or for the benefit of any person for whom that Trustee has a legal support obligation. Any such decision shall be made by the co-Trustee then acting, or, if there is no such co-Trustee, such decision may be made by the successor Trustee or Trustees named or provided for in this instrument, who shall assume such power and terminate such power by written instrument.

SECTION 8.4 Trustees May Rely Upon Instructions of a Trustor. During the existence of this trust, the Trustees may act with acquittance upon the instruction of the trustor as to his or her interest in the assets of the trust.

SECTION 8.5 Trustees May Delegate Powers to Another Trustee. The Trustees shall have the power to delegate from time to time their powers as Trustee to one or more of the other Trustees despite that such delegation might include powers that are considered discretionary and not necessarily merely administrative or ministerial.

SECTION 8.6. A Single Trustee May Act for the Trust. Any Trustee May Act for the Trust; Third Party Need Not Inquire as to Authority of Trustee or Trustees.

Any of the Trustees may purchase, sell or encumber real property of the trust without the signature of any other person serving as Trustee.

A third party including, but not limited to, a lender, bank, (or other financial institution) or purchaser, or title insurer need not inquire into the authority of the Trustee or Trustees to borrow money in the name of the trust or to grant a deed, deed of trust, mortgage, security agreement or other financing document encumbering or conveying trust assets.

SECTION 8.7 Power to Employ Investment Advisor. In addition to powers otherwise granted by law, the Trustees are specifically empowered to employ a registered investment advisor and to rely with acquittance upon his advice and counsel.

SECTION 8.8 Separate Trusts May Be Evidenced by Maintaining Separate Accounting. There need be no physical segregation or division of the various trusts except that segregation or division which may be required by the termination of any of the trusts, but the Trustees shall keep separate accounts for the different undivided interests.

SECTION 8.9 Accounting Requirements. Upon written request, the Trustees shall submit to each adult income beneficiary of each trust hereunder and to the legal guardian or the person having the care and custody of each income beneficiary who is a minor or under legal disability an annual statement, or statements at more frequent intervals, showing the receipts and disbursements of that trust since the last previous statement and listing the assets of that trust. The Trustees shall be relieved from all duties which would otherwise be imposed by any law relating to accounting by Trustees.

SECTION 8.10 Appointment of Successor Trustees. If for any reason neither of the trustors is willing or able to continue to act as Trustee, then PAUL R. HOUVENER shall act as Trustee. If he is also unable or unwilling to act or to continue to act, then IVY J. FIORETTI shall act as successor trustee.

ARTICLE 9
Miscellaneous

SECTION 9.1 Governing Law. This trust and the administration thereof shall be governed by the laws of the State of Washington.

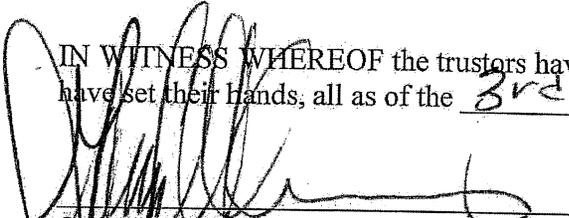
SECTION 9.2 Construction. In construing this instrument, singular references shall include the plural and masculine shall include the feminine, unless such inclusions would be contrary to the obvious meaning.

SECTION 9.3 Simultaneous Death. If the trustors die simultaneously or under circumstances that make it difficult or impossible to determine who predeceased the other, each trustor shall be deemed to have survived the other as to their respective one-half interest in the trust estate.

SECTION 9.4 Definitions.

- (a) All references herein to "child," "children" and "descendants" shall include persons adopted prior to reaching the age of twenty-one (21) years.
- (b) The term "Code" shall mean the Internal Revenue Code of 1986, as amended.
- (c) The term "unified credit" shall mean the credit against estate taxes under Section 2010 of the Code.

IN WITNESS WHEREOF the trustors have set their hands and in acceptance thereof the trustees have set their hands, all as of the 3rd day of December, 2012


 GARY W. CHAVERS
 Trustor/Trustee

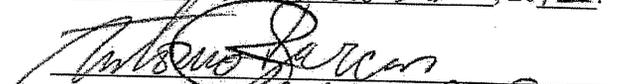

 BEVERLY B. CHAVERS
 aka BEVERLY E. CHAVERS *BBCV*
 Trustor/Trustee

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

On this day personally appeared before me Gary W. Chavers and Beverly B. Chavers, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of December, 2012.




 Print Name: Antonio R. Garcia
 NOTARY PUBLIC in and for the State of
 Washington, residing at 100 Queen Anne Ave N
 My commission expires: 12 MAR 2014

Seattle,
 WA
 98109

SCHEDULE "A"

1. Orchard Property located at Grant County, in the State of Washington, together with all equipment and tangible personal property appropriate for the maintenance and operation of the orchard, the real property being legally described in attachment A-1 hereto;
2. Mobile Home Park located at Grant County, in the State of Washington, together with all mobile homes, equipment and tangible personal property appropriate for the maintenance and operation of the mobile home, the real property being legally described in attachment A-2 hereto;
3. Residence with the address of 7757 Sunnyside Avenue N., Seattle, WA 98103, the real property being legally described in Attachment A-3 hereto.
4. All bank accounts, cash, certificates of deposit or other evidences of indebtedness held by or for the benefit of a Trustor or the Trustors at any bank or banks;
5. All contents of any safety deposit box held by or for a Trustor or the Trustors at any bank or other depository;
6. Trustor's personal effects, crystal, sterling, antiques, jewelry, clothing, household furniture and furnishings, personal automobiles, boats, farming equipment and other tangible personal property;
7. All Trustor's other assets not described above, of every kind and nature, whether real or personal.

The Trustors declare that they hold all of their assets held in their individual name or names as nominee for GARY W. CHAVERS and BEVERLY B. CHAVERS, Trustees, subject to the terms and provisions of this trust and the Washington Trust Act.

Schedule A-1

SUN & SAND MOBILE HOME PARK - MATTAWA, WA

- Parcel 1: Lot 29, Block 2, Kisler's first addition to Mattawa, as per plat recorded in Volume 7 of Plats, page 38, records of Grant County, Washington.
- Parcel 2: Lot 29, Block 6, Kisler's first addition to Mattawa, as per plat recorded in Volume 7 of Plats, page 38, records of Grant County, Washington, except the East 50.5 feet.
- Parcel 3: The East 50.5 feet of lot 29, Block 6, Kisler's first addition to Mattawa according to the Plat thereof recorded in Volume 7 of Plats, page 38, records of Grant County, Washington.

Situate in the County of Grant, State of Washington.

Schedule A-2

CHIEF MATTAWA ORCHARDS - LEGAL DESCRIPTION

That portion of Farm unit 53, irrigation Block 25, according to the plat thereof recorded February 19, 1968, records of Grant County, Washington described as follows:

That portion lying in the West 1/2 of the Northwest 1/4 and that portion lying in the North 1/2 of the North 1/2 of the South West 1/4 all lying in Section 25, Township 15 North, Range 25 E.W.M.

Situate in the County of Grant, State of Washington.

Schedule A-3

Real property located at 7757 Sunnyside Avenue N., Seattle, WA 98103, and legally described as follows:

Lots 1 and 2, Block 2, Pitner's 4th Addition to City of Seattle, according to the plat thereof, recorded in Volume 10 of Plats, page 5, in King County, Washington.

Lot 1 - Tax Parcel Number: 681510-0170-04

Lot 2 - Tax Parcel Number: 681510-0175-09

EXHIBIT 12

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**STATE OF WASHINGTON
GRANT COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

NO. 15-2-00306-9

CONFESSION OF JUDGMENT

v.

GARY W. CHAVERS, in his
individual capacity and as a member of
the marital community of GARY W.
CHAVERS and BEVERLY
CHAVERS, and d/b/a SUN & SAND
MOBILE HOME PARK,

Defendant.

I. JUDGMENT SUMMARY

1.1	Judgment Creditor	State of Washington
1.2	Judgment Debtor	Gary W. Chavers in his individual capacity and in his capacity as Trustor and Trustee of the Gary W. Chavers and Beverly B. Chavers Revocable Trust Dated 5/1/1997, as amended and/or restated
1.3	Principal Judgment Amount	\$100,000.00
1.4	Post Judgment Interest Rate:	12% per annum
1.5	Attorneys for Judgment Creditor:	John Nelson and Patricio Marquez,

Assistant Attorneys General

1.6 Attorneys for Judgment Debtor:

Christopher Ries,
Ries Law Firm, P.S.
J. Patrick Aylward
Jeffers, Danielson, Sonn &
Aylward, P.S.

Pursuant to Chapter 4.60 of the Revised Code of Washington, Judgment by Confession, Defendant Gary W. Chavers in his individual capacity and in his capacity as Trustor and Trustee of the Gary W. Chavers and Beverly B. Chavers Revocable Trust Dated 5/1/1997, as amended and/or restated ("the Trust"), hereby authorizes entry of judgment under the following terms:

Factual Basis for Judgment

The State of Washington and Gary W. Chavers have agreed upon a basis for resolution of the State's claims against Mr. Chavers arising from his operation and management of Sun & Sand Mobile Home Park and relating to the case captioned *State of Washington v. Gary W. Chavers, in his individual capacity and as a member of the marital community of Gary W. Chavers and Beverly Chavers, and d/b/a Sun & Sand Mobile Home Park.*, in Grant County Superior Court for the State of Washington (No. 15-2-00306-9). In the event Mr. Chavers fails to make any payment required by Paragraphs 3.3 and 3.4 of the Consent Decree entered in *State of Washington v. Gary W. Chavers, in his individual capacity and as a member of the marital community of Gary W. Chavers and Beverly Chavers, and d/b/a Sun & Sand Mobile Home Park.* on time and in full (including but not limited to circumstances in which Mr. Chavers files for bankruptcy protection), Mr. Chavers shall be immediately liable for the full amount due under the Consent Decree, provided that Mr. Chavers shall be entitled to a set-off for any sums toward the \$100,000 obligation previously paid to the State of Washington by him, including but not limited all proceeds remitted to the State by Mr. Chavers from the sale of the Auburn property pursuant to Paragraphs 3.3 and 3.4 of the Consent Decree. Interest on the Judgment shall accrue at a rate of 12% per annum.

1 In his capacity as Trustor and Trustee of the Trust, Mr. Chavers expressly agrees that
2 should he fail to make any payment required by the Consent Decree, on time or in full, and the
3 State therefore seeks to enforce this judgment pursuant to Paragraph 3.6 of the Consent Decree,
4 this judgment would, in addition to encumbering any assets owned by him in his individual
5 capacity, properly encumber and apply to any and all property owned or otherwise controlled
6 by him as Trustor or Trustee of the Trust, including but not limited to the real property known
7 as the Sun & Sand Mobile Home Park bearing the following legal description:

8 **PARCEL 1:** LOT 29, BLOCK 2, KISLER'S FIRST ADDITION TO MATTAWA, AS
9 PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 38, RECORDS OF
10 GRANT COUNTY, WASHINGTON

11 **PARCEL 2:** LOT 29, BLOCK 6, KISLER'S FIRST ADDITION TO MATTAWA, AS
12 PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 38, RECORDS OF
13 GRANT COUNTY, WASHINGTON, EXCEPT THE EAST 50.5 FEET

14 **PARCEL 3:** THE EAST 50.5 FEET OF LOT 29, BLOCK 6, KISLER'S FIRST
15 ADDITION TO MATTAWA ACCORDING TO THE PLAT THEREOF RECORDED
16 IN VOLUME 7 OF PLATS, PAGE 38, RECORDS OF GRANT COUNTY
17 WASHINGTON

18 Address: 103 North Ellice Avenue, Mattawa, WA 99349

19 Grant County Department of Assessments Parcel Numbers: 030250000, 030368000,
20 030367000

21 If Mr. Chavers seeks bankruptcy protection or assigns his assets to a receiver for the
22 benefit of his creditors, and the bankruptcy trustee, receiver, or creditors seek to recover Mr.
23 Chaver's payments made pursuant to the Consent Decree entered in *State of Washington v.*
24 *Gary W. Chavers, in his individual capacity and as a member of the marital community of*
25

1 Gary W. Chavers and Beverly Chavers, and d/b/a Sun & Sand Mobile Home Park. from the
2 State, Mr. Chavers shall be liable for any sums remitted by the State to such parties.

3 **Authorization for Entry of Judgment**

4 I, Gary W. Chavers, being duly sworn upon oath, acknowledge liability of \$100,000.00
5 owed to the State of Washington, and I authorize entry of judgment against me for the amount
6 set forth in the judgment summary above.

7
8 GARY W. CHAVERS in his individual
9 capacity and in his capacity as Trustor and
10 Trustee of the Gary W. Chavers and
11 Beverly B. Chavers Revocable Trust
12 Dated 5/1/1997, as amended and/or
13 restated

14 STATE OF _____)
15) ss.
16 COUNTY OF _____)

17 The foregoing instrument was acknowledged and affirmed before me this _____ day of
18 _____, 2017 by _____.

19 _____
20 Notary Public
21 My Commission Expires _____

22 **Order for Entry**

23 The above Confession of Judgment having been presented to this Court for entry in
24 accordance with RCW 4.60.070, the Court having found said Confession of Judgment to be
25 sufficient, now, therefore, it is hereby
26

1 ORDERED that the Clerk of this Court shall forthwith enter Judgment against Gary W.
2 Chavers his individual capacity and in his capacity as Trustor and Trustee of the Trust in
3 accordance with the terms of this Confession of Judgment.

4 DONE IN OPEN COURT this ____ day of _____, 2017.
5
6

7 _____
8 SUPERIOR COURT JUDGE/COMMISSIONER

9 Presented by:

10 ROBERT W. FERGUSON
11 Attorney General

12 By: _____

13 JOHN NELSON, WSBA #45724
14 PATRICIO A. MARQUEZ, WSBA #47693
Assistant Attorney General
Attorneys for Plaintiff State of Washington

15 Notice of Presentment Waived and
16 Approved as to Form by:

17 RIES LAW FIRM, P.S.
18

19 _____
20 CHRISTOPHER F. RIES, WSBA #23584
Attorney for Defendant
21 Gary W. Chavers

22 JEFFERS, DANIELSON, SONN, & AYLWARD, P.S.
23

24 _____
25 J. PATRICK AYLWARD, WSBA #7212
Attorneys for Defendant
26 Gary W. Chavers