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PAM L. DANIELS
SNOHOMISH COUNTY CLERK
EX - OFFICIO CLERK OF COURT

PAM L. DANIELS
COUNTY CLERK
SNOHOMISH CO. WASH

IN THE SUPERIOR COURT OF WASHINGTON FOR SNOHOMISH COUNTY

JAMES WEST and LORETTA WEST,
husband and wife and the marital community
composed thereof; JAMES FOSTER and
BETTY FOSTER, husband and wife and the
marital community composed thereof; PAUL
TROXELL and PAT TROXELL, husband
and wife and the marital community
composed thereof; HARVEY HUSON and
MARY ELLEN HUSON, husband and wife
and the marital community composed thereof;
JOHN MUSTERED and JANET
MUSTERED; husband and wife and the
marital community composed thereof; NEAL
JORGENSEN and IRENE JORGENSEN,
husband and wife and the marital community
composed thereof; DAVID PEARSON and
GLENICE PEARSON, husband and wife and
the marital community composed thereof;
RANDY ROALSON and DARLA
ROALSON, husband and wife and the marital
community composed thereof; CHARLES
THACKWELL and LORAIN COHRS
THACKWELL, husband and wife and the
marital community composed thereof; and
EVELYN KROEZE, a single individual.

Plaintiffs,

v.

EVERETT MT. BAKER CHRISTIAN
TRAINING & CAMPING INC. DBA

NO. 06 2 09053 3

**COMPLAINT FOR
DECLARATORY RELIEF**

COMPLAINT

COPY

BERESFORD BOOTH PLLC
145 THIRD AVENUE SOUTH, SUITE 200
EDMONDS, WASHINGTON 98020
(425) 776-4100 • (425) 776-1700 fax

1 CEDAR SPRINGS CAMP, a Washington
2 corporation,
3 Defendant.

4 James and Loretta West, James and Better Foster, Paul and Pat Troxell, Harvey and
5 Mary Ellen Huson, John and Janet Mustered, Neal and Irene Jorgenson, David and Glenice
6 Pearson, Darla and Randy Roalson, Charles and Loraine Thackwell, and Evelyn Kroeze
7 (collectively, "Residents"), by and through their undersigned attorneys, allege as follows:

8 **PARTIES AND JURISDICTION**

9 1. **Plaintiffs James and Loretta West.** James West and Loretta West, husband
10 and wife and the marital community composed thereof (together, "West") are residents of
11 Snohomish County, Washington, and are residents of Cedar Springs Camp.

12 2. **Plaintiffs David and Glenice Pearson.** David Pearson and Glenice Perarson,
13 husband and wife and the marital community composed thereof (together, "Pearson") are
14 residents of Snohomish County, Washington, and are residents of Cedar Springs Camp.

15 3. **Plaintiffs James and Betty Foster.** James Foster and Betty Foster, husband
16 and wife and the marital community composed thereof (together, "Foster") are residents of
17 Snohomish County, Washington, and are residents of Cedar Springs Camp.

18 4. **Plaintiff Charles and Loraine Thackwell.** Charles and Loraine Thackwell,
19 husband and wife and the marital community composed thereof (together, "Thackwell") are
20 residents of Snohomish County, Washington, and are residents of Cedar Springs Camp.

21 5. **Plaintiffs Neal and Irene Jorgenson.** Neal Jorgenson and Irene Jorgenson,
22 husband and wife and the marital community composed thereof (together, "Jorgenson") are
23 residents of Snohomish County, Washington, and are residents of Cedar Springs Camp.
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1 6. **Plaintiffs John and Janet Mustered.** John Mustered and Janet Mustered,
2 husband and wife and the marital community composed thereof (together, "Mustered") are
3 residents of Snohomish County, Washington, and are residents of Cedar Springs Camp.

4 7. **Plaintiffs Harvey and Mary Ellen Huson.** Harvey Huson and Mary Ellen
5 Huson, husband and wife and the marital community composed thereof (together, "Huson")
6 are residents of Snohomish County, Washington, and are residents of Cedar Springs Camp.

7 8. **Plaintiffs Paul and Patty Troxell.** Paul Troxell and Patty Troxell, husband
8 and wife and the marital community composed thereof (together, "Troxell") are residents of
9 Snohomish County, Washington, and are residents of Cedar Springs Camp.

10 9. **Plaintiff Evelyn Kroeze.** Evelyn Kroeze, a single individual ("Kroeze") is a
11 resident of Snohomish County, Washington, and is a resident of Cedar Springs Camp.

12 10. **Plaintiffs Randy and Darla Roalson.** Randy Roalson and Darla Roalson,
13 husband and wife and the marital community composed thereof (together, "Roalson") are
14 residents of Snohomish County, Washington, and are residents of Cedar Springs Camp.
15 Darla Roalson is also duly appointed as Kroeze's attorney-in-fact.

16 11. **Defendant Everett Mt. Baker Christian Training & Camping, Inc. dba**
17 **Cedar Springs Camp.** Everett Mt. Baker Christian Training & Camping, Inc. dba Cedar
18 Springs Camp is the owner of real property located at 4820 SR 92, Lake Stevens,
19 Snohomish County, Washington (the "Camp").

20 12. **Jurisdiction and Venue.** Jurisdiction and venue are proper in this Court
21 because the cause of action arose and the acts described herein occurred in Snohomish
22 County, Washington. Additionally, this matter concerns the possession of real property
23 located at 4820 SR 92, Lake Stevens, Snohomish County, Washington.

1 **FACTUAL ALLEGATIONS**

2 **BACKGROUND**

3 13. In 1965, the Camp purchased and commenced development of
4 approximately 100 acres of property in Snohomish County, Washington, near Lake
5 Stevens.

6 14. Originally, the Camp developed a portion of the property for use as a
7 summer/vacation camp area, and devoted a five (5) acre section of the property for
8 residential lots available for lease.

9 15. The Camp envisioned the residential lot area as a way to: 1) engage people
10 in the summer/vacation camp; 2) to more closely link people directly to the Camp's
11 ministry, and 3) gather volunteer labor for the Camp's building projects.

12 16. However, over time, the Camp realized the benefits of allowing year around
13 residency and began offering affordable lot leases to prospective tenants for a term of one
14 (1) year for such purpose. Though not expressly stated in the lease agreements over the
15 years, renewal was always at the tenant's option.

16 17. The one (1) year lease term was never intended as mechanism to dispossess
17 the tenants of their occupancy, but rather was used to allow the Camp to adjust the rent
18 from time to time. Historically, rent was adjusted sporadically (not annually), usually in
19 small increments averaging 10-15 dollars per month, as the Camp's operational costs
20 increased to maintain the residential lease area. From 1966 through 2004, the Camp
21 increased the rent from \$10.50 to \$ 150.00 per month.

22 18. Initially, tenants used their lots as a vacation property primarily during the
23 summer months, using tents, travel trailers, campers and motor homes.
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1 19. Snohomish County began raising various use concerns, but, following
2 multiple administrative hearings, the County was eventually persuaded to allow the
3 continued use of travel trailers, campers, and motor homes on the residential lots.

4 20. However, the Camp adopted a development policy which discouraged the
5 use of any kind of mobile housing. To prevent such use, the Camp began telling the tenants
6 that Snohomish County would not allow travel trailers, campers, motor homes, or other
7 forms of mobile housing at the Camp.

8 21. Further, the Camp began insisting that the tenants only construct more
9 permanent, concrete foundation, stick-built housing, and the Camp developed building
10 standards which were incorporated into the leases for such housing.

11 22. In addition to building standards, the Camp leased residential lots only to
12 "Qualified Tenants." These requirements were in furtherance of the Camp's stated purpose
13 to provide low-cost, year-round residency in the residential lot area to both active and
14 retired ministers, missionaries, and lay people who met the qualifications for tenancy.

15 23. In reliance upon the their option to renew, and in compliance with the
16 Camp's policy of encouraging year around residency, many of the tenants constructed
17 stick-built, concrete foundation homes, and began living in their homes on a year around,
18 permanent basis. Presently, the Residents are using their lots as follows:

19 24. **West.** Two story, conventional, stick built home on a full concrete
20 foundation with an attached three car car-port. West also maintains a detached two story
21 storage shed. The Camp assisted West to obtain all building permits. Construction on the
22 lot was completed in 1984. This is the West family's primary, year round residence.

23 25. **Pearson.** One and a half story, conventional, stick build home on a full
24 concrete foundation and an attached car port. The home was constructed in 1999. Pearson
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1 also maintains a storage shed on their lot. This is the Pearson family's primary, year round
2 residence.

3 26. **Foster.** Two story, conventional, stick built home on a full concrete
4 foundation. The home features a full deck with an attached office space. The home was
5 constructed in the 1970's. In addition, Foster maintains two detached storage buildings on
6 their lot. This is the Foster family's primary, year round residence.

7 27. **Thackwell.** Two story, conventional, stick built home on a pier block
8 foundation. Thackwell also maintains a detached two story storage shed and car port. The
9 home was constructed in the late 1960's. This is the Thackwell family's primary, year
10 round residence.

11 28. **Jorgenson.** Two story, conventional, stick built home on a full concrete
12 foundation. The Camp assisted Jorgenson in obtaining all necessary building permits and
13 construction was completed in June 1986. Jorgenson also maintains a detached, two story
14 storage shed. This is the Jorgenson family's primary, year round residence.

15 29. **Mustered.** Manufactured modular home and a detached, two story storage
16 shed. This is the Mustered family's primary, year round residence.

17 30. **Huson.** Two story conventional stick built home on full concrete
18 foundation, with detached two story storage shed. Construction date completed August of
19 1986. Camp assisted in obtaining all necessary budding permits. This home is the primary
20 year round residence for the Huson family.

21 31. **Troxell.** Two story, conventional, stick built home on a full concrete
22 foundation, with a detached car port and a two story storage shed. The Troxell home was
23 constructed in 1971 and the Camp assisted in obtaining all necessary building permits. This
24 is a secondary residence for the Troxell family.
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1 32. **Kroeze.** Two story, conventional, stick build home on a full concrete
2 foundation, with a basement and attached storage shed. The home was constructed in the
3 mid-1970s and the Camp assisted in obtaining all necessary building permits. This is
4 Kroeze's primary, year-round residence.

5 33. **Roalson.** Two story, conventional, stick build home on a full concrete
6 foundation, with an attached storage shed. The home was constructed in the mid-1970s and
7 the Camp assisted in obtaining all necessary building permits. This is the Roalson family's
8 primary, year round residence.

9 34. All homes constructed by the Residents meet the building standards set in
10 place by the Camp. Additionally, at the time the homes were constructed, all Residents
11 were considered "Qualified Tenants."

12 **DRAMATIC CHANGES AT THE CAMP**

13 35. Since leasing their lots, the Residents continued to renew their respective
14 leases with the Camp annually, at their option, until 2003 (with the exception of the
15 Pearsons who were allowed and chose to renew until 2005¹).

16 36. In December of 2002 the Camp offered a lease proposal that significantly
17 departed from the parties' historical relationship. Such changes represented direct threats to
18 the Residents' ability to remain in their homes. For example,

19 a. The Camp proposed a more narrow definition of "Qualified Tenants"
20 which would include only those who were credentialed ministers 55 years of age or
21 older. The Camp has since withdrawn this demand in its more recent proposals.

22 b. The Camp proposed a two-tiered lease rate system requiring all non-
23 credentialed minister tenants to accept lease increases rising from \$110/month to
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1 \$350/month over the course of the next three years, while credential minister rates
2 would only slightly increase during the same period. The Camp claimed that this
3 distinction was driven by IRS regulations which, if not followed, may jeopardize the
4 Camp's tax exempt status. The Camp withdrew this demand when it discovered
5 that its concerns were misplaced.

6 c. The Camp proposed that tenant disputes be resolved by the use of
7 binding arbitration; while the Camp reserved the right to file a court action.

8 d. The Camp proposed that the leases could be terminated and the
9 tenants would have to agree to vacate their homes within 30 days if, for any reason,
10 the Camp lost its tax-exempt status.

11 These proposed changes negatively impacted the Residents. First, such changes were
12 imposed upon the Residents without their approval or consent. Second, by narrowing the
13 definition of a "Qualified Tenant" to "credentialed ministers, 55 years or older" the Camp
14 severely limited the marketability and value of the Residents' homes.

15 37. The Residents (with the exception of Pearson) objected to the Camp's
16 proposed changes in 2003 and entered into negotiations with the Camp to resolve their
17 concerns. On or about July of 2005, the Camp and the Residents reached an agreement on
18 the new lease terms and a new lease was prepared, a copy of which is attached hereto as
19 Exhibit A (the "Agreed Lease"). Importantly, the agreement reached allowed the
20 following: a) the tenant's option to renew; and b) a continuation of original definition of
21 "Qualified Tenant."

22 38. Unbeknownst to the Residents, with the exception of the Pearsons (because
23 Mr. Pearson was then a member of the Camp's previous board of directors), the Camp was
24

25 ¹ Pearsons did not object to the Camp's proposed lease terms and choose to renew their lease under these terms
26 in 2003 and 2004. However, in 2005, after the Church took over management of the board and refused to

1 maintaining concurrent negotiations with Cedar Park Assembly of God of Bothell (the
2 "Church") for the Church to assume complete control of the Camp, its operations, and
3 properties. In the fall of 2005, the Church did assume complete control of the Camp, and
4 replaced each Camp board members with persons affiliated or related to the Church.

5 39. Given the negotiations with the Church, the Camp approved, but did not
6 execute the Agreed Lease with the Residents. Instead, the Camp sought and obtained
7 assurances from the Church that the Agreed Lease would be honored, subject only to a few
8 "grammatical changes."

9 40. On or about September of 2005, the Church proposed another new lease (the
10 "Church Lease") to the Residents which substantially modified the Agreed Lease terms.
11 Importantly, the Church Lease proposed a definite lease term of one (1) year only; and
12 eliminated the Residents' option to renew, leaving the Residents with no option but to incur
13 the expense of moving their homes and other improvements, or abandoning them in the
14 event the leases were not renewed.

15 41. It is next to impossible for the Residents to move their homes because the
16 homes were not designed or constructed to be moved. Thus, moving them would
17 substantially impair their value. However, even if the homes could be moved, the bridge
18 which serves as the only ingress and egress to the residential area would not support such
19 loads, and substantial logging and brush clearing would be required to allow for such
20 passage.

21 42. The Church Lease also alters the historical purpose of the arrangement by
22 allowing for unfettered lease rate adjustments. This concern is not merely academic—since
23 the Church proposes to increase rents by eighty-three percent (83%) over a three (3) year
24 term. The Church's proposal is particularly objectionable because most of the Residents
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26 honor the New Lease, Pearsons joined the other Residents in their objections to the Church Lease.

1 are retired seniors, living on low fixed incomes, and because such increases will likely
2 force the Residents out of their homes.

3 43. And finally, the Church's refusal to honor the terms of the New Lease
4 previously agreed upon has converted the Residents into month to month tenants and forced
5 them to remain under the constant threat of short notice termination/eviction. Such status
6 has also stripped them of the security of knowing their right to remain in possession was at
7 their option. The Church has effectively swapped the Residents' option to renew for its
8 option to terminate by forcing the Residents into month-to-month tenancies. Such status has
9 completely stripped the Residents of all reasonable value of their homes, leaving the Camp
10 in the position of being unjustly enriched because it is likely the only buyer for the
11 Residents' homes.

12 **FIRST CAUSE OF ACTION – DECLARATORY JUDGMENT**

13 44. The Residents reallege the allegations in the foregoing paragraphs as though
14 fully set forth herein.

15 45. The Residents have not executed a new lease with the Camp or the Church
16 since 2002, (except for the Pearsons who have not executed a new lease since 2005). The
17 Residents are considered by the Church to be month-to-month tenants.

18 46. The Camp encouraged the Residents to invest in and/or make significant
19 improvements to their respective leased lots; assisted them in obtaining building permits
20 from the county to construct homes, solicited their volunteer labor in developing and
21 building many camp owned improvements, and benefited from the resident's financial
22 contributions and volunteer labor to the camp ministry for 30 plus years. As month-to-
23 month tenants, the Residents suffer the possibility that their leases will be terminated on as
24 little as twenty (20) days notice, in which case, the Residents stand to lose their homes and
25 investments.

1 47. The terms of the Residents' continued tenancy on their respective lots are in
2 considerable dispute and have been rendered uncertain to the extent the Church has
3 disregarded the lease agreement the Residents reached with the previous Camp board, and
4 to the extent the Church refuses to acknowledge the original purpose and historical terms of
5 the parties' relationship over the past 30 plus years, including the following terms:

6 a. Since the residential lot lease area was developed in 1966, the Camp
7 established a tradition of lease renewal at the option of the tenant. Now, the
8 Church refuses to acknowledge this lease term.

9 b. Until recently, the Camp maintained its mission to provide
10 affordable, permanent residence to active and retired ministers, missionaries
11 and lay people. Until 2003, the Camp limited average rental increases to 10-
12 15 dollars per increase. Now, the Church demands unprecedented increases
13 to the Residents' rental obligation.

14 48. These fixed, low income Residents invested in the development of their
15 permanent residences in reliance upon the original purpose and historical terms of the
16 parties' agreement, which are now being substantially altered to the Residents' detriment by
17 the Church's current lease proposal which does not incorporate the terms of the parties'
18 historical relationship.

19 49. Despite changes in management, the Residents trusted the Church's
20 assurance to continue the lease terms consistent with the historical terms and commitments.
21 The effect of the Church's current lease proposal is to severely diminish the value and
22 marketability of the resident's homes.

23 50. Pursuant to RCW 7.24, the Residents request the Court declare their rights
24 and obligations concerning the relationship between the Residents and the Church,
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1 including renewal option, lease term, rental adjustment provisions, and resident
2 qualification clarification.

3 **RELIEF REQUESTED**

4 WHEREFORE, the Residents pray for the following relief:

5 a. A decree defining the following terms of the lease between the Residents
6 and the Church:

7 i. The lease shall automatically renew for another one (1) year term,
8 unless the tenant provides notice of renewal to the Camp Board
9 (Church) not less than thirty (30) days prior to termination of the
10 lease term.

11 ii. The lease term shall be for one year.

12 iii. The Church may adjust the rent under the lease for the next lease
13 term (if the lease is not terminated by the tenant) upon sixty (60)
14 days notice prior to automatic renewal of the lease term; provided,
15 however, such rental increase shall not exceed the Consumer Cost of
16 Living Index;

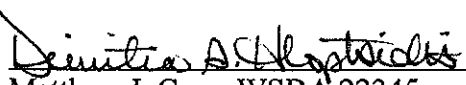
17 iv. The Tenants shall be Assemblies of God church members, or other
18 persons who adhere to the CSC Constitution & By-Laws, Statement
19 of Faith and Mission Statement.
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21 b. A decree confirming any other relevant and necessary terms of the lease
22 between the Residents and the Church based on the historical terms of the Camp lease
23 agreements.
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1 c. Such other and further relief as the Court deems just and equitable.
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3 DATED this ____ day of July 2006.
4

5 BERESFORD BOOTH PLLC
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8 Matthew J. Cruz, WSBA 22345
9 Dimitra S. Hloptsidis, WSBA 34634
10 Attorneys for the Plaintiff
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COMPLAINT

BERESFORD BOOTH PLLC
145 THIRD AVENUE SOUTH, SUITE 200
EDMONDS, WASHINGTON 98020
(425) 776-4100 • (425) 776-1700 fax

1 VERIFICATION OF COMPLAINT

2 I, JAMES WEST, declare:

- 3 1. I am a plaintiff in this matter.
- 4 2. I have reviewed the allegations of the foregoing Complaint, and they are true and
- 5 correct to the best of my knowledge, information, and belief.

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

7 Executed on July 26, 2006, at Lake Stevens Washington.

8 
JAMES WEST

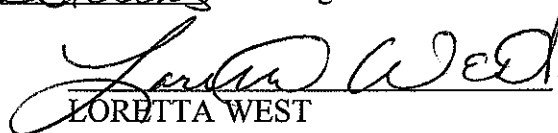
10

11 I, LORETTA WEST, declare:

- 12 1. I am a plaintiff in this matter.
- 13 2. The foregoing Complaint was duly prepared under my direction and with my
- 14 authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they
- 15 are true and correct to the best of my knowledge, information, and belief.

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

17 Executed on July 26, 2006, at Lake Stevens Washington.

18 
LORETTA WEST

VERIFICATION OF COMPLAINT

I, JAMES FOSTER, declare:

1. I am a plaintiff in this matter.

2. The foregoing Complaint was duly prepared under my direction and with my authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they are true and correct to the best of my knowledge, information, and belief.

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

Executed on July 25, 2006, at LAKE STEVENS, Washington.


JAMES FOSTER

I, BETTY FOSTER, declare:

1. I am a plaintiff in this matter.

2. The foregoing Complaint was duly prepared under my direction and with my authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they are true and correct to the best of my knowledge, information, and belief.

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

Executed on July 25, 2006, at LAKE STEVENS, Washington.


BETTY FOSTER

VERIFICATION OF COMPLAINT

I, PAUL TROXELL, declare:

1. I am a plaintiff in this matter.

2. The foregoing Complaint was duly prepared under my direction and with my authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they are true and correct to the best of my knowledge, information, and belief.

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

Executed on July 25, 2006, at LAKE STEVENS, Washington.


PAUL TROXELL

I, PAT TROXELL, declare:

1. I am a plaintiff in this matter.

2. The foregoing Complaint was duly prepared under my direction and with my authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they are true and correct to the best of my knowledge, information, and belief.

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

Executed on July 25, 2006, at LAKE STEVENS, Washington.


PAT TROXELL

COMPLAINT

BERESFORD BOOTH PLLC
145 THIRD AVENUE SOUTH, SUITE 200
EDMONDS, WASHINGTON 98020
(425) 776-4100 • (425) 776-1700 fax

1 VERIFICATION OF COMPLAINT

2 I, HARVEY HUSON, declare:

3 1. I am a plaintiff in this matter.

4 2. The foregoing Complaint was duly prepared under my direction and with my
5 authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they
6 are true and correct to the best of my knowledge, information, and belief.

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

7 Executed on July 25, 2006, at Gale Stevens, Washington.

8 
9 HARVEY HUSON

10
11 I, MARY ELLEN HUSON, declare:

12 1. I am a plaintiff in this matter.

13 2. The foregoing Complaint was duly prepared under my direction and with my
14 authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they
15 are true and correct to the best of my knowledge, information, and belief.

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

16 Executed on July 25, 2006, at Gale Stevens, Washington.

17 
18 MARY ELLEN HUSON

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COMPLAINT

BERESFORD BOOTH PLLC
145 THIRD AVENUE SOUTH, SUITE 200
EDMONDS, WASHINGTON 98020
(425) 776-4100 • (425) 776-1700 fax

VERIFICATION OF COMPLAINT

I, JOHN MUSTERED, declare:

1. I am a plaintiff in this matter.

2. The foregoing Complaint was duly prepared under my direction and with my authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they are true and correct to the best of my knowledge, information, and belief.

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

Executed on July 26, 2006, at Lake Stevens Washington.

Signed by Jim West Granted telephonic
JOHN MUSTERED Petitioner

I, JANET MUSTERED, declare:

1. I am a plaintiff in this matter.

2. The foregoing Complaint was duly prepared under my direction and with my authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they are true and correct to the best of my knowledge, information, and belief.

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

Executed on July 26, 2006, at Lake Stevens, Washington.

JANET MUSTERED

Signed by Jim West, Granted
Telephonic permission from the
Mustereds

VERIFICATION OF COMPLAINT

I, NEAL JORGENSEN, declare:

1. I am a plaintiff in this matter.

2. The foregoing Complaint was duly prepared under my direction and with my authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they are true and correct to the best of my knowledge, information, and belief.

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

Executed on July 26, 2006, at LAKE STEVENS, Washington.


NEAL JORGENSEN

I, IRENE JORGENSEN, declare:

1. I am a plaintiff in this matter.

2. The foregoing Complaint was duly prepared under my direction and with my authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they are true and correct to the best of my knowledge, information, and belief.

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

Executed on July 26, 2006, at Lake Stevens, Washington.


IRENE JORGENSEN

COMPLAINT

BERESFORD BOOTH PLLC
145 THIRD AVENUE SOUTH, SUITE 200
EDMONDS, WASHINGTON 98020
(425) 776-4100 • (425) 776-1700 fax

VERIFICATION OF COMPLAINT

I, DAVID PEARSON, declare:

1. I am a plaintiff in this matter.

2. The foregoing Complaint was duly prepared under my direction and with my authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they are true and correct to the best of my knowledge, information, and belief.

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

Executed on July 26, 2006, at Lake Stevens Washington.


DAVID PEARSON

I, GLENICE PEARSON, declare:

1. I am a plaintiff in this matter.

2. The foregoing Complaint was duly prepared under my direction and with my authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they are true and correct to the best of my knowledge, information, and belief.

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

Executed on July 26, 2006, at Lake Stevens, Washington.


GLENICE PEARSON

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1. I am a plaintiff in this matter.

2. The foregoing Complaint was duly prepared under my direction and with my authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they are true and correct to the best of my knowledge, information, and belief.

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

Executed on July 25th, 2006, at Lake Stevens, Washington.

Stevens, Washington.
Randy Roalson
RANDY ROALSON

1. I am a plaintiff in this matter.

2. The foregoing Complaint was duly prepared under my direction and with my authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they are true and correct to the best of my knowledge, information, and belief.

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

Executed on July 25, 2006, at Lake Stevens, Washington.

Darla Roalson
DARLA ROALSON

VERIFICATION OF COMPLAINT

I, CHARLES THACKWELL, declare:

1. I am a plaintiff in this matter.

2. The foregoing Complaint was duly prepared under my direction and with my authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they are true and correct to the best of my knowledge, information, and belief.

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

Executed on July 26, 2006, at Lake Stevens, Washington.

Loraine Cohrs Thackwell
CHARLES THACKWELL

Attorney-in-fact for Charles Thackwell

I, LORAIN COHRS THACKWELL, declare:

1. I am a plaintiff in this matter.

2. The foregoing Complaint was duly prepared under my direction and with my authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they are true and correct to the best of my knowledge, information, and belief.

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

Executed on July 26, 2006, at Lake Stevens, Washington.

Loraine Cohrs-Thackwell
LORAIN COHRS THACKWELL

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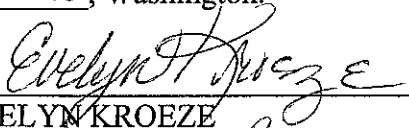

I, EVELYN KROEZE, declare:

1. I am a plaintiff in this matter.

2. The foregoing Complaint was duly prepared under my direction and with my authorization of the Plaintiff. I have reviewed the allegations of the Complaint, and they are true and correct to the best of my knowledge, information, and belief.

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

Executed on July 25, 2006, at Lake Stevens, Washington.


EVELYN KROEZE

P.O.A.