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Scott G. Weber, Clerk
Clark County

20 Pages

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

In re:

Case No. 19-2-01458-06

AMERICAN EAGLE MORTGAGE, 100 LLC;
AMERICAN EAGLE MORTGAGE, 200 LLC;
AMERICAN EAGLE MORTGAGE, 300 LLC;
AMERICAN EAGLE MORTGAGE, 400 LLC;
AMERICAN EAGLE MORTGAGE, 500 LLC;
AMERICAN EAGLE MORTGAGE, 600 LLC;
AMERICAN EAGLE MORTGAGE MEXICO
100, LLC; AMERICAN EAGLE MORTGAGE
MEXICO 200, LLC, AMERICAN EAGLE
MORTGAGE 300, LLC, AMERICAN EAGLE
MORTGAGE MEXICO 400, LLC; AMERICAN
EAGLE MORTGAGE MEXICO 500, LLC;
AMERICAN EAGLE MORTGAGE MEXICO
600, LLC; AMERICAN EAGLE I, LLC;
AMERICAN EAGLE II, LLC; and AMERICAN
EAGLE MORTGAGE SHORT TERM, LLC
Plaintiffs,

NOTICE OF APPEAL TO COURT OF
APPEALS

Anderson Class Action Plaintiffs,¹ who specially appeared in this action, seek review by the

¹ The Anderson Class Action Plaintiffs are Diane Anderson, trustee of the Diane L. Anderson Revocable Trust; Bonnie Buckley; trustee of the Bonnie K. Buckley IRA; Carl and Kirby Dyess, trustees of the Dyess Family Trust; Peter Koubeck, an individual and trustee of Peter L. Koubeck IRA; Michael Peterson, trustee of the Michael T. Peterson IRA; and Ed Wilson, an individual. The Anderson Class Action Plaintiffs filed a Class action on behalf of “Oregon investors” making up over one-third of the investor-creditors of the receivership estate.

1 designated appellate court of the following orders:

- 2 • ORDER APPROVING SETTLEMENTS WITH PACIFIC PREMIER BANK AND
3 RIVERVIEW BANK, ENTERING CLAMS BARS, AND GRANTING RELATED
4 RELIEF, entered on August 31, 2023.
- 5 • ORDER DENYING MOTION FOR RECONSIDERATION OF COURT'S ORDER
6 APPROVING SETTLEMENTS, ENTERING CLAIMS BAR, AND GRANTING
7 RELATED RELIEF, entered on September 22, 2023.

8 Copies of the decisions are attached to this notice as Exhibits A and B.

9 Dated September 28, 2023

10 LARKINS VACURA KAYSER LLP

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26

EXHIBIT A

15
KLC

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Scott G. Weber, Clerk, Clark Co

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SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

In Re:

AMERICAN EAGLE MORTGAGE 100, LLC; AMERICAN EAGLE MORTGAGE 200, LLC; AMERICAN EAGLE MORTGAGE 300, LLC; AMERICAN EAGLE MORTGAGE 400, LLC; AMERICAN EAGLE MORTGAGE 500, LLC; AMERICAN EAGLE MORTGAGE 600, LLC; AMERICAN EAGLE MORTGAGE MEXICO 100, LLC; AMERICAN EAGLE MORTGAGE MEXICO 200, LLC; AMERICAN EAGLE MORTGAGE MEXICO 300, LLC; AMERICAN EAGLE MORTGAGE MEXICO 400, LLC; AMERICAN EAGLE MORTGAGE MEXICO 500, LLC; AMERICAN EAGLE MORTGAGE MEXICO 600, LLC; AMERICAN EAGLE MORTGAGE I, LLC; AMERICAN EAGLE MORTGAGE II, LLC; and AMERICAN EAGLE MORTGAGE SHORT TERM, LLC.

Case No. 19-2-01458-06

ORDER APPROVING SETTLEMENTS WITH PACIFIC PREMIER BANK AND RIVERVIEW BANK, ENTERING CLAIMS BARS, AND GRANTING RELATED RELIEF

THIS MATTER having come before the Court on the Motion to Approve Settlement Agreements with Pacific Premier Bank and Riverview Bank and Grant Related Relief (the "Motion") filed by Clyde A. Hamstreet & Associates, LLC, the duly appointed general receiver herein (the "Receiver"). The Motion concerns proposed settlements (each a "Bank Settlement," and collectively, the "Bank Settlements") between the Receiver and Pacific Premier Bank ("Pacific Premier") and between the Receiver and Riverview Bank ("Riverview" and together

1 with Pacific Premier, the “Bank Defendants”), two of the defendants in the adjunct litigation
2 *Clyde A. Hamstreet & Associates, LLC v. American Equities Inc. et al.*, Case No. 20-2-00507-06
3 (the “Adjunct Litigation”). The Receiver, Pacific Premier, and Riverview are referred to together
4 as the “Parties.”

5 Following notice of the proposed settlements as required by RCW 7.60.190(6)(c), and
6 having considered the filings and heard the arguments of counsel, the Court hereby makes the
7 following findings and conclusions:

8 A. On May 10, 2019, the Receiver was appointed to serve as the general receiver for
9 the 15 entities listed in the above caption (collectively, the “Pools”) with all powers afforded a
10 receiver under the laws of the State of Washington pursuant to this Court’s Order Appointing
11 General Receiver (the “Receivership Order”). As part of that appointment, the Court granted the
12 Receiver exclusive authority over all of the Pools’ assets, wherever located, and all business
13 operations of the Pools. The Receiver’s powers under the Receivership Order include the right to
14 assert any rights, claims, and interests of the Pools.

15 B. Pursuant to the terms of the Receivership Order, the Receiver provided notice of
16 this receivership proceeding to all creditors of the Pools, including all investors that purchased
17 promissory notes from the Pools. On May 22, 2019, the Receiver mailed the Notice of
18 Receivership and Claims Bar Date (the “Receivership Notice”), along with a proof of claim
19 form, to all parties on the master mailing list, which advised creditors of the deadline to file
20 proofs of claim.

21 C. On various dates between June 3, 2019, and August 22, 2019, the Receiver also
22 caused the Receivership Notice to be published in the counties where the Pools owned real
23 property. Specifically, as set forth in the Receiver’s March 5, 2021, Notice of Filing of Affidavits
24 of Publication of Notice of Receivership and Claims Bar Date filed in this receivership
25 proceeding, the Receiver provided notice of the receivership in 36 newspapers or other
26 publications within Alaska, Arizona, California, Colorado, Nevada, New Mexico, Oregon,

1 Texas, and Washington.

2 D. On November 22, 2019, based on findings that the Pools were operated by the
3 Pools' managers as part of a Ponzi-like scheme, this Court entered an Order Consolidating
4 Receivership Estates in which the estates of the Pools were consolidated into a single Estate for
5 the purposes of administering and distributing all property of the Pools' estates in this
6 receivership proceeding.

7 E. As of May 28, 2021, the Receiver received proofs of claim of creditors reflecting
8 245 discrete claims arising from investments in promissory notes issued by the Pools
9 (collectively, the "Investors"). These claims represent the entirety of the promissory note-based
10 claims against the Pools. The book value of the Investors' claims is \$64,435,084.41 in the
11 aggregate. The Receiver then determined the allowed amounts of the Investors' claims using the
12 money-in and money-out ("MIMO") method, with this Court's approval on July 2, 2021, which
13 aggregate \$16,712,302.56. On September 21, 2021, the Court entered another order increasing
14 the allowed amount of one of the Investors' MIMO claims, bringing the aggregate amount of
15 Investors' MIMO claims to \$16,715,890.00. The Receiver made an initial pro rata distribution of
16 \$2,946,978.67 to the Investors on the allowed MIMO claims. By Order dated October 8, 2021,
17 the Court also allowed an unsecured claim of \$4,225.00 for Babeckos Portland Moorage
18 ("Babeckos"), which is not an investor, with the same priority as MIMO claims. Its first
19 distribution was \$744.86.

20 F. On December 2, 2022, the Court approved a reduction in the allowed amounts of
21 MIMO claims held by Investors based on estimated recoveries from settlements with Davis
22 Wright Tremaine LLP in the Anderson Litigation and the Beattie Litigation (each as defined
23 below). The aggregate amount by which the MIMO claims of these Investors was reduced is
24 \$2,962,000.00. The Receiver made a second pro rata distribution to the Investors on the revised
25 allowed claims and Babeckos on its unsecured claim in the amount of \$1,200,000.00. The
26 remaining amount of unpaid MIMO claims of the Investors presently is \$12,477.862.05

1 (assuming the Court reverses the December 2, 2022, reduction in allowed MIMO claims held by
2 Investors involved in the Anderson Litigation and the Beattie Litigation).

3 G. To date, the Investors have received a total of \$4,146,626.42 from the Receiver
4 for their participation in this receivership proceeding, and Babeckos has received \$1,097.11 on
5 its unsecured claim.

6 H. On February 19, 2020, after months of diligent investigation, the Receiver filed
7 the Adjunct Litigation asserting claims against American Equities, Inc. (“AEI”), American Eagle
8 Mortgage Management, LLC (“AEMM”), Ross Miles and Beverly Miles, and Maureen Wile and
9 Robert Wile. The Receiver amended its complaint on August 28, 2020, to assert claims against
10 Pacific Premier for negligence, aiding and abetting breaches of fiduciary duties, and breaches of
11 fiduciary duties based on its alleged participation in or assistance to the alleged Ponzi scheme.
12 The Receiver amended its complaint a second time on January 12, 2022, asserting claims against
13 Riverview under the Uniform Fraudulent Transfer Act and for negligence, aiding and abetting
14 breaches of fiduciary duties, and breaches of fiduciary duties. Both Bank Defendants deny that
15 they are liable for any of those claims and have asserted numerous defenses to each of those
16 claims.

17 I. The Receiver and the Bank Defendants have vigorously litigated the merits of the
18 Receiver’s claims asserted in the Adjunct Litigation, including significant motion practice, the
19 exchange of over 700,000 pages of discovery, and over 20 depositions. Each of the Parties also
20 prepared and served detailed expert reports pertaining to both liability and damages.

21 J. On February 28, 2023, both Bank Defendants moved for summary judgment in
22 the Adjunct Litigation seeking dismissal of all the Receiver’s claims against them. On March 28,
23 2023, this Court held a hearing on the Bank Defendants’ motions for summary judgment. The
24 Court denied the Bank Defendants’ motions as to the claims against them for aiding and abetting
25 breaches of fiduciary duty and for negligence and granted the motions as to all other claims. At
26 the conclusion of that hearing, the Court encouraged the Parties to attempt to resolve the Adjunct

1 Litigation with the assistance of a capable commercial mediator, noting that the Court considered
2 the matter a very close case in terms of both liability and damages.

3 K. Following the summary judgment hearing, the Court set June 2, 2023, for a final
4 pre-trial conference before a three-week jury trial to begin on June 12, 2023.

5 L. Both Bank Defendants rely heavily on liability insurance policies to fund the
6 defense of the claims asserted against them by the Receiver and by certain Investors. Further
7 litigation will continue to deplete the funds available from the Bank Defendants' insurers.
8 Moreover, each of the Bank Defendants is contending with a dispute with its insurance carriers
9 as to the extent of coverage available for this matter. The Receiver does not know if it would be
10 able to collect on a judgment anywhere close to the amounts of the Settlement Payments (as
11 defined below) absent the compromises made by the Bank Defendants under the Bank
12 Settlements.

13 M. On April 27, 2023, Pacific Premier and the Receiver participated in mediation
14 with The Honorable Michael Hogan, former district court judge for the U.S. District Court for
15 the District of Oregon. Although they did not settle that day, the Receiver and Pacific Premier
16 continued to engage in extensive, arms'-length negotiations before reaching an agreement in
17 principle on May 3, 2023.

18 N. On May 8, 2023, Riverview and the Receiver participated in mediation with Chris
19 Kent, a highly experienced and well-respected Portland, Oregon, commercial mediator. Although
20 they did not settle that day, the parties continued to engage in extensive, arms'-length
21 negotiations before reaching an agreement in principle on May 17, 2023.

22 O. Effective as of June 23, 2023, Pacific Premier and the Receiver executed a formal
23 settlement agreement, a copy of which is attached to the Declaration of Hannah Schmidt (the
24 "Schmidt Decl.") as Exhibit 1, memorializing the terms of the Bank Settlement with Pacific
25 Premier (the "Pacific Premier Agreement").
26

1 P. Likewise, effective as of June 23, 2023, Riverview and the Receiver executed a
2 formal settlement agreement, a copy of which is attached to the Schmidt Decl. as Exhibit 2,
3 memorializing the terms of the Bank Settlement with Riverview (the “Riverview Agreement,”
4 and together with the Pacific Premier Agreement, the “Bank Settlement Agreements”). Terms
5 used in this Order that are defined in the Bank Settlement Agreements, unless expressly
6 otherwise defined herein, have the same meaning as in the Bank Settlement Agreements.

7 Q. Under the terms of the Bank Settlement Agreements, Pacific Premier and
8 Riverview will each pay \$9.5 million for a total of \$19 million (the “Settlement Payments”) to
9 the Receiver. These Settlement Payments will enable the Receiver to seek to restore the reduced
10 amounts of the claims of Investors who are involved in the Anderson Litigation and Beattie
11 Litigation to their original MIMO amounts, pay the entire MIMO amounts of the allowed claims
12 of Investors, pay the entire unsecured claim of Babeckos, and make a pro rata distribution on the
13 book amount of Investors’ claims above the allowed amounts of their MIMO claims, subject to a
14 separate order of this Court. In return, the Bank Defendants seek global peace with respect to all
15 claims that have been, or could have been, asserted against them, or any of their respective
16 affiliates, representatives, and insurers as set forth in the releases in the Bank Settlement
17 Agreements, arising out of the events leading to these proceedings. Obtaining such global peace
18 is a critical and material component of the Bank Settlements.

19 R. Accordingly, the Bank Settlements are conditioned on, among other things, the
20 Court’s approval and entry of the claims bars enjoining all Investors that have filed proofs of
21 claim and hold or will hold allowed claims in this receivership proceeding from asserting,
22 maintaining, or prosecuting claims arising out of the events leading to these proceedings against
23 either of the Bank Defendants or any of their respective affiliates, representatives, and insurers,
24 including the claims asserted against the Bank Defendants in *Anderson, et al. v. Davis Wright*
25 *Tremaine LLP, et al.*, Case No. 3:20-cv-01194-AR, pending in the U.S. District Court, District of
26 Oregon (the “Anderson Litigation”), and in *Sherry Beattie, et al. v. Davis Wright Tremaine LLP,*

1 *et al.*, Case No. 20CV09419, currently pending in the Circuit Court of the State of Oregon,
2 Multnomah County (the “Beattie Litigation”). Both the Anderson Litigation and the Beattie
3 Litigation base their claims for relief against the Bank Defendants on the same facts that the
4 Receiver alleges in the operative complaint in the Adjunct Litigation.

5 S. On June 30, 2023, the Receiver filed the Motion. The Receiver
6 contemporaneously filed a Motion (1) to Maintain and Restore MIMO Claims of Certain
7 Investors and Allow Book Value Claims, (2) for Authorization to Make a Third Interim
8 Distribution on Allowed Investor Claims and the Babeckos Claim, and (3) for Authorization to
9 Make Additional Interim Distributions From Time to Time (the “Claims Motion”). The Claims
10 Motion includes relief that is contingent on performance by the Banks under the Bank Settlement
11 Agreements, specifically payment of the Settlement Payments.

12 T. The Receiver provided notice of the Bank Settlements and of the hearing on this
13 Motion and on the Claims Motion by first-class mail to all Investors, Babeckos, counsel to the
14 parties in the Adjunct Litigation, the Anderson Litigation, and the Beattie Litigation, and other
15 parties on the master mailing list in accordance with RCW 7.60.190(6) (the “Bank Settlement
16 Notice”). The Bank Settlement Notice gave Investors a deadline of August 4, 2023, to object to
17 the Motion.

18 U. On August 31, 2023, this Court held a hearing on this Motion and on the Claims
19 Motion.

20 V. Under RCW 7.60.190(1) and 7.60.190(7), the Investors, as creditors and parties in
21 interest who received notice of this receivership proceeding in accordance with RCW 7.60.210,
22 or as creditors or other persons who submitted written claims in this receivership proceeding or
23 otherwise appeared and participated in this receivership proceeding, “are bound by the acts of the
24 receiver with regard to management and disposition of estate property whether or not they are
25 formally joined as parties” and are also “bound by any order of the court with respect to the
26 [receivership proceeding,]” whether or not they have appeared or objected to the action or

1 proposed action or have been joined formally as parties to any particular action.

2 W. The Court has broad authority and jurisdiction under RCW 7.60.055(1) to, among
3 other things, determine all controversies relating to the distribution of the Pools' property and to
4 issue any orders that will protect the Pools from loss or damage. *See Gloyd v. Rutherford*, 62
5 Wn.2d 59, 62 (1963) (“A court of equity has power, on appointing a receiver, to make such
6 orders with respect to assets of the insolvent within the jurisdiction as will protect them against
7 loss or damage.”); *S.E.C. v. Kaleta*, 530 F. App’x 360, 362 (5th Cir. 2013) (holding that a court
8 overseeing an equity receivership has “broad powers and wide discretion to determine the
9 appropriate relief in an equity receivership”). The Court’s equitable powers are limited only to
10 the extent “provided for by [Chapter 7.60 RCW.]” RCW 7.60.055(1). Nothing in that chapter
11 limits the Court’s authority to issue claims bar orders or to provide for the deemed assignment of
12 certain claims to the Receiver. Additionally, the Court has exclusive in rem jurisdiction over the
13 Pools’ property. *See Great Am. Ins. Co. v. 1914 Comm. Leasing, LLC*, 22 Wn. App. 2d 1020 at
14 *5 (2022) (explaining that RCW 7.60.055(1) provides that “[t]he receivership has subject matter
15 jurisdiction over all controversies relating to the collection, preservation, application and
16 distribution of estate property”); *State v. Superior Court of Clallam Cty.*, 87 Wn. 498, 503 (1915)
17 (explaining that initiation of receivership proceedings gives the receivership court “the exclusive
18 right to control the property” of the receivership entity). *See also Pacific Marine Ins. Co. v. State*
19 *ex rel. Dept. of Revenue*, 181 Wn. App. 730, 739 (2014) (explaining that a Washington
20 receivership court can issue orders that are controlling over any separate action that “could
21 conceivably have any effect on the estate being administered”).

22 X. “Public policy in Washington favors the settlement of cases in whole or in part,
23 and defendants who wish to settle should be able to do so without fear of being re-exposed to
24 litigation and liability after settlement.” *Puget Sound Energy v. Certain Underwriters at Lloyd’s,*
25 *London*, 134 Wn. App. 228, 248–49 (2006).

1 Y. Because Washington law is generally silent on the issues surrounding the entry of
2 claims bar orders, Washington courts look to other decisions, including under federal law, to
3 confirm its authority to issue bar orders as part of a negotiated settlement in multiparty, complex
4 litigation. *Id.* at 250. In those contexts, courts consistently hold that a receivership court has
5 authority to enter orders barring claims against a settling party that are derivative of or dependent
6 on the equity receiver’s claims against that settling party, particularly in complex Ponzi scheme
7 cases. *See, e.g., Zacarias v. Stanford Int’l Bank*, 945 F.3d 883, 897–900 (5th Cir. 2019) (holding
8 that a receivership court has authority to approve settlement and enter order barring investor
9 claims against settling defendants relating to the Ponzi scheme, including actions in other courts,
10 because any proceeds of the claims are potential assets of the receivership); *S.E.C. v. Stanford*
11 *Int’l Bank, Ltd.*, 927 F.3d 830, 840 (5th Cir. 2019) (“Once assets have been placed in
12 receivership, it is a recognized principle of law that the district court has broad powers and wide
13 discretion to determine the appropriate relief in an equity receivership. . . . Courts have
14 accordingly exercised their discretion to issue bar orders to prevent parties from initiating or
15 continuing lawsuits that would dissipate receivership assets or otherwise interfere with the
16 collection and distribution of the assets.”); *S.E.C. v. DeYoung*, 850 F.3d 1172, 1183 (10th Cir.
17 2017) (approving claims bar order as part of settlement between court-appointed receiver and
18 settling bank because the receiver’s broad equitable authority allowed it to resolve claims and
19 obtain highest potential recovery for the estate and its investors); *S.E.C. v. Adams*, No. 3:18-cv-
20 252, 2021 WL 8016843, at *2 (S.D. Miss. Feb. 25, 2021) (confirming that receivership courts
21 “utilize bar orders if they are both necessary to effectuate a settlement and fair, equitable, and
22 reasonable, and in the best interest of the receivership estate”). In this regard, federal courts have
23 found individual investors’ claims to be “derivative” of an estate’s claims where they are based
24 on the same set of operative facts that harmed the estate. *See e.g., In re Bernard L. Madoff Inv.*
25 *Securities LLC*, 740 F.3d 81, 91 (2d Cir. 2014) (finding individual investors’ securities law
26 claims were barred where they were based on the same facts as trustee’s claims against settling

1 party); *Zacarias*, 945 F.3d at 899-901 (finding individual investors’ misrepresentation claims
2 were subject to bar order because they were based on the same facts as claims asserted by
3 receiver). In addition, Washington law recognizes that “[a]nyone foolish enough to settle without
4 barring contribution is courting disaster” and therefore trial courts have the equitable power to
5 issue orders barring claims against a settling defendant “[b]ecause it is consistent with the public
6 policy in Washington of encouraging settlement.” *Puget Sound Energy*, 134 Wn. App. at 250.
7 Finally, other receivership courts have entered orders providing for the deemed assignment of
8 investors’ claims against third parties to a receiver to achieve global resolution of disputes. *See*
9 *S.E.C. v. Sunwest Management et al.*, Case No. 09-6056-HO (D. Ore. May 24, 2011) (holding
10 investors had assigned claims to receiver and could no longer pursue them).

11 Z. The Receiver provided sufficient notice of the Motion and of the relief granted
12 under this Order, through the Bank Settlement Notice, and that such notice was reasonably
13 calculated, under the circumstances, to apprise all interested parties of the Bank Settlements, the
14 releases contained in the Bank Settlement Agreements, the deemed assignment of the Investors’
15 claims, if any, against the Bank Defendants and their respective affiliates, representatives, and
16 insurers to the Receiver, and the claims bars provided for in this Order. The Bank Settlement
17 Notice met all applicable requirements of law, including, without limitation, RCW
18 7.60.190(6)(c), the Washington Civil Rules, and the Washington and United States Constitutions
19 (including Due Process), and provided all affected persons with a full and fair opportunity to be
20 heard on these matters.

21 AA. In deciding whether to approve the Bank Settlements, the Court considered the
22 following factors relevant to approval of settlements in equity receivership cases: “(a) the
23 probability of success in the litigation; (b) the difficulties, if any to be encountered in the matter
24 of collection; (c) the complexity of the litigation involved, and the expense, inconvenience and
25 delay necessarily attending it; [and] (d) the paramount interest of the creditors and a proper
26 deference to their reasonable views in the premises.” *Charter Private Bank v. Sacotte*, 181 Wn.

1 App. 1032, 2014 WL 2796554, at *3 (June 16, 2014) (unpublished opinion) (quoting *In re A & C*
2 *Props.*, 784 F.2d 1377, 1381 (9th Cir. 1986)).

3 BB. Based on the court record herein, including the evidence presented at the hearing
4 and contained in the declarations filed in support of the Motion, the Court finds that (a) the Bank
5 Settlements were reached following an extensive investigation of the facts and law and resulted
6 from vigorous, good faith, arms'-length, mediated negotiations involving experienced and
7 competent counsel; (b) the claims asserted by the Receiver against the Bank Defendants contain
8 complex and novel issues of law and fact that would require, at minimum, a three-week jury trial
9 and likely substantial pre- and post-trial briefing to litigate to conclusion, with significant
10 uncertainty regarding whether such claims would be successful; (c) a significant risk exists that
11 future litigation costs would dissipate the assets of the Pools; (d) significant risk exists that
12 further litigation against the Bank Defendants by the Receiver and by certain Investors would
13 deplete the funds available to the Bank Defendants to satisfy any judgments against them; (e) the
14 Investors will receive a significant partial satisfaction of their claims from the Settlement
15 Payments; (f) the claims of the Receiver against the Bank Defendants in the Adjunct Litigation
16 and the claims of plaintiff-Investors against the Bank Defendants in the Anderson Litigation and
17 in the Beattie Litigation derive from the same nucleus of operative facts; (g) neither Pacific
18 Premier nor Riverview would have agreed to the terms of the Bank Settlements in the absence
19 of the assurance of "global peace" with respect to all claims that have been, or could be, asserted
20 against them or their respective affiliates, representative, and insurers arising from their
21 respective transactions or dealings with any of the Pools, AEI, or AEMM; (h) the deemed claim
22 assignments and the claims bars provided in this Order are necessary and appropriate to
23 effectuate the Bank Settlements; and (i) the entry of this Order is an essential component to
24 achieve the Bank Settlements.

25 CC. After careful consideration of the record and applicable law, the Court concludes
26 that (a) the Bank Settlements are the best option for maximizing the net amount recoverable from

1 the Bank Defendants for the Estate and the Investors as a whole; (b) the terms of the Bank
2 Settlement Agreements are, in all respects, fair, reasonable, and equitable, and in the best
3 interests of the Investors and other creditors of the Pools as a whole and should be approved; (c)
4 the claims of the plaintiff-Investors against the Bank Defendants in the Anderson Litigation and
5 in the Beattie Litigation are derivative of or dependent on the Receiver's claims against the Bank
6 Defendants in the Adjunct Litigation; (d) the deemed assignment of the Investors' claims against
7 the Bank Defendants to the Receiver is appropriate in the circumstances; and (e) the entry of the
8 claims bars provided in this Order are appropriate and necessary in the circumstances of this
9 case.

10 It is hereby ORDERED, ADJUDGED, AND DECREED as follows:

11 1. The Bank Settlement Agreements (as they may be amended from time to time in
12 non-material respects) are in all respects approved, and the Receiver is authorized to grant the
13 releases and otherwise perform its obligations under the Bank Settlement Agreements, in each
14 case, without the need for further court approval.

15 2. All Investors that have filed proofs of claim and hold or will hold allowed claims
16 in this receivership proceeding are hereby deemed to have irrevocably assigned to the Receiver
17 all of such Investors' claims against Pacific Premier, Riverview, any of their respective affiliated
18 entities or any of their predecessors, successors, or assigns (specifically including Grandpoint
19 Capital, Inc.), or any of their respective past and present officers, directors, employees,
20 representatives, attorneys, and other agents, or any of their respective insurers and underwriters
21 (collectively, the "Bank Protected Parties") based on or arising out Pacific Premier's or
22 Riverview's transactions or dealings with any of the Pools, AEI, or AEMM, including any
23 claims that have been asserted or could be asserted in the Anderson Litigation or in the Beattie
24 Litigation.

25 3. All Investors that have filed proofs of claim and hold or will hold allowed claims
26 in this receivership proceeding are hereby permanently barred and enjoined from directly or

1 indirectly asserting, initiating, maintaining, continuing, intervening in, encouraging, or otherwise
2 prosecuting any demand, claim, action, cause of action, or proceeding of any kind in any forum
3 against any of the Bank Protected Parties based on or arising out of Pacific Premier's or
4 Riverview's transactions or dealings with any of the Pools, AEI, or AEMM, including claims
5 that have been asserted or could be asserted in the Anderson Litigation or in the Beattie
6 Litigation.

7 4. AEI, AEMM, Ross Miles, Beverly Miles, Maureen Wile, Robert Wile, Pacific
8 Premier, and Riverview are hereby permanently barred and enjoined from directly or indirectly
9 asserting, initiating, maintaining, continuing, intervening in, encouraging, or otherwise
10 prosecuting any demand, claim, action, cause of action, or proceeding of any kind in any forum
11 against any of the Bank Protected Parties for contribution, indemnity, reimbursement, or the like
12 based on or arising out of settlement or other resolution of any claims that have been asserted or
13 could be asserted in the Adjunct Litigation, the Anderson Litigation, or the Beattie Litigation.

14 5. The releases and the covenants not to sue set forth in the Bank Settlement
15 Agreements, and the releases, bars, injunctions, and restraints set forth in this Order, do not limit
16 in any way the evidence that the Receiver may offer against the remaining defendants in the
17 Adjunct Litigation or otherwise in this receivership proceeding or any other action.

18 6. Nothing in this Order or in the Bank Settlement Agreements and no aspect of the
19 Bank Settlements or negotiation or mediation thereof is or shall be construed to be an admission
20 or concession of any violation of any statute or law, of any fault, liability, or wrongdoing, or of
21 any infirmity in the claims or defenses of the Parties with regard to any of claims, allegations, or
22 defenses asserted in the Adjunct Litigation action or any other proceeding.

23 7. With respect to any judgment that might be entered on any cause of action or
24 claim in the Adjunct Litigation or any other proceeding in which there is or may be a
25 determination of fault on the part of the Bank Defendants, including but not limited to a
26 determination of fault based on joint and several liability, the non-settling defendants (*i.e.*, AEI,

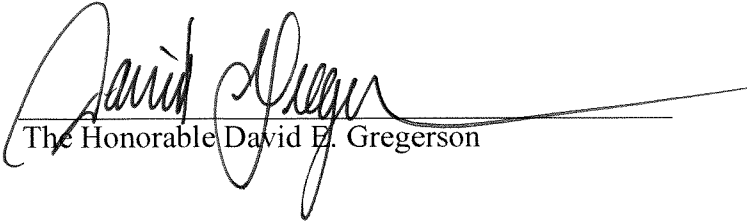
1 AEMM, Ross Miles, Beverly Miles, Maureen Wile, and Robert Wile) shall receive a pro rata
2 judgment reduction credit. In recognition of the Settlement Payments, any resulting judgment
3 reduction credit shall be applied so as to preclude recovery by any party for any amount of pro
4 rata fault attributable to either of the Bank Defendants. In other words, the final judgment against
5 the non-settling defendants shall be reduced by the greater of (a) an amount that corresponds to
6 the percentage of fault or responsibility attributed to the Bank Defendants or for the alleged loss
7 to the Pools, and (b) the amount of the Settlement Payments. Any such judgment credit is
8 intended to ensure that the non-settling defendants never pay more than they would if all the
9 parties had gone to trial.

10 8. Without in any way affecting the finality of this Order, except as provided in the
11 Bank Settlement Agreements, the Court retains continuing and exclusive jurisdiction with
12 respect to all matters relating to the Bank Settlements, including all disputes that may arise
13 concerning the interpretation or enforcement of the Bank Settlement Agreements or this Order.

14 9. This Order is both final and appealable, and immediate entry by the clerk is
15 expressly directed.

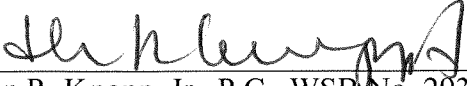
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DATED this 31st day of August, 2023.


The Honorable David E. Gregerson

Presented by:

MILLER NASH LLP


John R. Knapp, Jr., P.C., WSB No. 29343
David A. Foraker, OSB No. 812280
(admitted *pro hac vice*)
Thomas C. Sand, WSB No. 44329
Edward T. Decker, WSB No. 57841

Attorneys for Receiver
Clyde A. Hamstreet & Associates, LLC

EXHIBIT B

E-FILED
09-22-2023, 10:55
Scott G. Weber, Clerk
Clark County

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IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR THE COUNTY OF CLARK

In re:

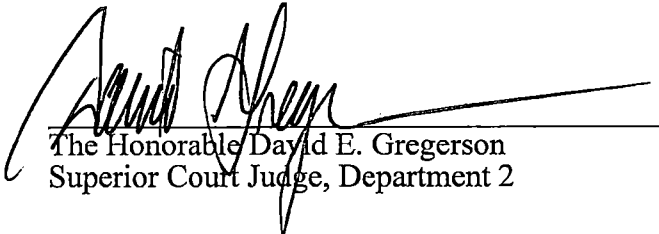
AMERICAN EAGLE MORTGAGE 100, LLC; AMERICAN EAGLE MORTGAGE 200, LLC; AMERICAN EAGLE MORTGAGE 300, LLC; AMERICAN EAGLE MORTGAGE 400, LLC; AMERICAN EAGLE MORTGAGE 500, LLC; AMERICAN EAGLE MORTGAGE 600, LLC; AMERICAN EAGLE MORTGAGE MEXICO 100, LLC; AMERICAN EAGLE MORTGAGE MEXICO 200, LLC; AMERICAN EAGLE MORTGAGE MEXICO 300, LLC; AMERICAN EAGLE MORTGAGE MEXICO 400, LLC; AMERICAN EAGLE MORTGAGE MEXICO 500, LLC; AMERICAN EAGLE MORTGAGE MEXICO 600, LLC; AMERICAN EAGLE MORTGAGE I, LLC; AMERICAN EAGLE MORTGAGE II, LLC; and AMERICAN EAGLE MORTGAGE SHORT TERM, LLC.

CASE NO. 19-2-01458-06

ORDER DENYING MOTION FOR RECONSIDERATION OF COURT'S ORDER APPROVING SETTLEMENTS, ENTERING CLAIMS BAR, AND GRANTING RELATED RELIEF

THIS MATTER having come before the court on CR 59 Motion for Reconsideration by the "Anderson Plaintiffs" et. Al., requesting reconsideration of the court's Order dated August 31, 2023, and the court having reviewed the record and file herein, and hearing this matter without oral argument pursuant to Local Rule 59, and being fully advised in the premise, it is hereby ORDERED, ADJUDGED, AND DECREED that the Motion for Reconsideration is hereby DENIED.

DATED this 22nd day of September, 2023.


The Honorable David E. Gregerson
Superior Court Judge, Department 2