

SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

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 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.

RECEIVER'S NOTICE OF PROPOSED SETTLEMENT WITH ROSS MILES, BEVERLY MILES, AMERICAN EQUITIES, INC., AMERICAN EAGLE MORTGAGE MANAGEMENT, LLC, AND R.C. HANES LIMITED PARTNERSHIP

Clyde A. Hamstreet & Associates, LLC, the duly appointed general receiver herein (the "Receiver"), gives this notice in accordance with paragraph 1 of the Order Establishing Procedures for Seeking Approval of Proposed Settlements dated March 5, 2021 (the "Settlement Procedures Order").

The Receiver proposes to enter into a Settlement Agreement with (1) Ross Miles ("Ross"), (2) Beverly Miles ("Beverly"), (3) American Equities, Inc. ("AEI"), (4) American

1 Eagle Mortgage Management, LLC (“AEMM”), and (5) R.C. Hanes Limited Partnership (“R.C.
2 Hanes”). The Settlement Agreement (a) will resolve the Receiver’s adjunct lawsuit in Clark
3 County Superior Court (the “Court”), assigned Case No. 20-2-00507-06 (the “Adjunct
4 Litigation”) against Ross, Beverly, AEI, and AEMM, (ii) the Receiver’s March 17, 2021
5 Judgment on Offer and Acceptance in the total amount of \$881,208.72 plus post-judgment
6 simple interest at 9% per annum, and May 19, 2021 Ex Parte Charging Order Replacing and
7 Superseding Ex Parte Charging Order dated April 1, 2021, against R.C. Hanes, and (iii) the
8 Receiver’s August 29, 2025, Judgment on Plaintiff’s First Cause of Action (Breach of Contract)
9 and Liability on Plaintiff’s Second Cause of Action (Breach of Fiduciary Duty) (the “Judgment”) as
10 against Ross, Beverly, AEI, and AEMM, in the principal amount of \$11,884,502.02 plus
11 interest at 12% per annum from the date of entry of the Judgment, and (b) as a condition to such
12 resolution, will require Ross to pay the Receiver \$500,000.00 in cash. The following information
13 regarding the proposed settlement is provided pursuant to the Settlement Procedures Order:

14 **1. Description of the Relationship.**

15 On May 10, 2019, the Court entered an Order Appointing General Receiver (as amended
16 to date, the “Receivership Order”) in this proceeding. Under the Receivership Order, among
17 other things, the Receiver is authorized to assert any rights, claims, or interests of the Pools,
18 which are identified in the caption above.

19 Pursuant to RCW 7.60.200, the Receiver gave notice of this proceeding to all creditors of
20 the Pools, including those whose claims arose out of the purchase of promissory notes from the
21 Pools. Those creditors whose claims arose out of the purchase of promissory notes from the
22 Pools and that have filed proofs of claim and hold allowed claims in the Receivership Proceeding
23 are hereinafter collectively referred to as the “Investors”.

24 On February 19, 2020, the Receiver filed an adjunct lawsuit in the Court, assigned Case
25 No. 20-2-00507-06 (the “Adjunct Litigation”), asserting various tort and contract claims against
26 AEI, AEMM, Ross, Beverly, Maureen Wile, and Robert Wile.

1 On August 28, 2020, the Receiver filed an amended complaint in the Adjunct Litigation
2 adding Pacific Premier Bank (“Pacific Premier”) as a defendant and asserting claims against
3 Pacific Premier for breach of fiduciary duty, aiding and abetting breaches of fiduciary duty, and
4 negligence. And on January 12, 2022, the Receiver amended its complaint a second time adding
5 Riverview Community Bank (“Riverview”) as a defendant and asserting claims against
6 Riverview under the Uniform Fraudulent Transfer Act and for breach of fiduciary duty, aiding
7 and abetting breaches of fiduciary duty, and negligence. Pursuant to separate settlement
8 agreements, the Receiver’s claims against Pacific Premier and Riverview were dismissed with
9 prejudice on August 28, 2024, and the Receiver obtained \$19 million from Pacific Premier and
10 Riverview.

11 On March 17, 2021, the Receiver obtained a Judgment on Offer and Acceptance in the
12 Court (the “R.C. Hanes Judgment”) against R.C. Hanes in the total amount of \$881,208.72, plus
13 post-judgment simple interest at 9% per annum, in case no. 20-2-00627-06. On May 18, 2021,
14 the Court entered an Ex Parte Charging Order Replacing and Superseding Ex Parte Charging
15 Order dated April 1, 2021 (the “Charging Order”), which charges R.C. Hanes’ interest in Hanes-
16 Zoller Joint Venture partnership (“Hanes-Zoller”) with the unsatisfied amounts of the R.C.
17 Hanes Judgment, requires Hanes-Zoller to set aside all funds from any distribution to R.C. Hanes
18 for the benefit of the Receiver, and constitutes a lien on R.C. Hanes’ transferable interest in
19 Hanes-Zoller.

20 On August 29, 2025, the Court entered the Judgment on Plaintiff’s First Cause of Action
21 (Breach of Contract) and Liability on Plaintiff’s Second Cause of Action (Breach of Fiduciary
22 Duty) (the “Judgment”), awarding the Receiver \$11,884,502.02, plus interest at 12% per annum
23 from the date of entry of the Judgment, against Ross, Maureen Wile, AEI, and AEMM.

24 A five-day jury trial is set to begin on March 2, 2026, on the Receiver’s remaining causes
25 of action against Ross, Beverly, Maureen Wile, Robert Wile, AEI, and AEMM.

26 In reaching the compromises set forth in the Settlement Agreement, the Receiver, Ross,

1 Beverly, AEI, AEMM, and R.C. Hanes participated in good-faith, adversarial, and arm's-length
2 negotiations. To that end, the Receiver conducted an investigation relating to the collectability of
3 the Judgment against Ross, Beverly, AEI, and AEMM and to the collectability of the R.C. Hanes
4 Judgment, which investigation included a debtor's examination of Ross on November 6, 2025.
5 After considering the results of that investigation and the benefits of the settlement described in
6 this Settlement Agreement, including the burden, expense, and risks of litigation, appeals, and
7 collection, the Receiver believes that the settlement described in the Settlement Agreement is
8 fair, reasonable, and in the best interests of the Pools and of the Investors as a whole.

9 Other than the R.C. Hanes Judgment, the Charging Order, or the Judgment, there has
10 been no admission or finding of facts or liability by or against the Receiver, Ross, Beverly, AEI,
11 AEMM, or R.C. Hanes, and nothing in the Settlement Agreement should be construed as such.

12 The parties to the Settlement Agreement wish to settle and permanently resolve all claims
13 that the Receiver has against Ross, Beverly, AEI, and AEMM in the Adjunct Litigation and all
14 claims that the Receiver has against R.C. Hanes based on the R.C. Hanes Judgment and the
15 Charging Order.

16 The Settlement Agreement does not include Maureen Wile and Robert Wile, the
17 Judgment as against Maureen Wile, or the Adjunct Litigation as to Maureen Wile and Robert
18 Wile.

19 **2. Relationship to the Receivership Pools, American Equities, Inc., or Ross Miles.**

20 Beginning in 2002, AEI created the Pools as limited liability companies to aggregate
21 money from multiple investors and invest the pooled money in land sale contracts, trust deeds,
22 real estate mortgages, and any accompanying promissory notes secured by such documents.

23 The Pools' organizational documents and filings with the Washington Secretary of State
24 identify AEI as their manager. Ross and Maureen Wile were principals of AEI and directed and
25 controlled its actions. Beverly is Ross's ex-wife, and Robert Wile is Maureen Wile's ex-husband,
26 and each of the couples was married at all times relevant to the Adjunct Litigation.

1 At various times beginning in or around 2011, Ross and Maureen Wile began using
2 AEMM to perform many of AEI's management services. Ross and Maureen Wile were also
3 principals of AEMM and directed and controlled its actions. The Pools' organizational
4 documents contain no amendment reflecting the substitution of AEMM for AEI as manager of
5 any of the Pools, and the Receiver could not locate formal paperwork showing a change in
6 manager.

7 Ross and Maureen Wile directed all the operations and transactions of the Pools, AEI,
8 and AEMM.

9 Ross is a 9.5% limited partner in R.C. Hanes and the president and 50% owner of RC
10 Hanes Management, Inc, which is the general partner and a 5% owner of R.C. Hanes. R.C.
11 Hanes is a 50% owner in Hanes-Zoller.

12 3. **Amounts to Be Received by the Receiver.** Ross will pay the Receiver
13 \$500,000.00 in cash (the "Payment"). The Receiver believes that settlement for this amount is
14 fair and reasonable under the circumstances. While the Receiver has judgments against Ross,
15 AEMM, AEI, and R.C. Hanes in excess of the Payment, the Receiver has investigated the
16 availability of assets and determined that it would be difficult to recover on those judgments
17 without waiting years or undertaking expensive collection litigation. Settlement will also relieve
18 the Receiver of the expense of going to trial with Ross, Beverly, AEMM, and AEI in early
19 March 2026.

20 4. **Summary of the Material Terms and Conditions of the Settlement**
21 **Agreement.** The material terms and conditions of the Settlement Agreement, subject to approval
22 by this Court, include the following:

23 a. Payment to be made by Ross by December 3, 2025, to be held in the
24 Receiver's trust account until an order of the Court approving the Settlement Agreement has
25 become final and non-appealable.

26 b. Releases to be granted by Ross, Beverly, AEI, AEMM, and R.C. Hanes of

1 the Receiver, each of the Receiver's past and present managers, members, employees,
2 representatives, attorneys, and other agents, and their respective insurers and underwriters, the
3 consolidated estate created by the Receivership Order, and the Pools, generally for claims arising
4 prior to November 17, 2025, upon the date the order approving the Settlement Agreement has
5 become final and non-appealable.

6 c. Releases to be granted by the Receiver of Ross, Beverly, AEI, AEMM,
7 and R.C. Hanes for claims relating to the Adjunct Litigation, the R.C. Hanes Judgment, or the
8 Charging Order, which will become effective on the 91st day after the Receiver's transfer of the
9 Payment and any accrued interest out of trust and into the Receiver's own account and Ross,
10 Beverly, AEI, AEMM, and R.C. Hanes not having filed a voluntary petition or being named the
11 debtor in an involuntary petition under Title 11 of the United States Code in that period. Within
12 ten business days after that date, the Receiver will file a notice of satisfaction of the Judgment as
13 to Ross, AEI, and AEMM in the Court, a notice of satisfaction of the R.C. Hanes Judgment and
14 release of the Charging Order, and an order voluntarily dismissing the Adjunct Litigation and all
15 claims asserted therein against Ross, Beverly, AEI, and AEMM with prejudice and without an
16 award of costs or fees.

17 d. At the request of the Receiver, Ross, Beverly, AEI, AEMM, and R.C.
18 Hanes will promptly perform all actions the Receiver determines are reasonably necessary for
19 the furthering of the interests of the consolidated estate created by the Receivership Order. This
20 includes, but is not limited to, furnishing any documentation required by Mexican authorities in
21 connection with the sale or transfer of assets in Mexico. Ross, Beverly, AEI, AEMM, and R.C.
22 Hanes will not receive any additional consideration for this cooperation.

23 e. The Settlement Agreement will become effective only if and when the
24 Court enters an order approving it and such order becomes final and non-appealable.

25 YOU ARE NOTIFIED that unless a creditor or other party in interest notifies the
26 Receiver and the Receiver's attorneys, in writing within 14 calendar days after the date of this

1 notice, that such party objects to the proposed settlement, the Receiver will apply for an *ex parte*
2 order approving the settlement described above. Objections to the proposed settlements must
3 refer to this notice and be delivered or sent, so as to be actually received by the Receiver within
4 14 calendar days after the date of this notice, as follows:

5 AEM Receiver
6 c/o Miller Nash LLP
7 Attn: John R. Knapp, Jr.
8 605 5th Ave S, Ste 900
Seattle, Washington 98104
Email: john.knapp@millernash.com
Email: AEMReceiver@Hamstreet.net

9 DATED this 20th day of November, 2025.

10 MILLER NASH LLP

11
12 /s/ John R. Knapp, Jr.
John R. Knapp, Jr., P.C., WSB No. 29343

13 Attorneys for Receiver
14 Clyde A. Hamstreet & Associates, LLC
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