

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

RECEIVER'S NOTICE OF PROPOSED SETTLEMENT WITH MAUREEN WILE AND ROBERT WILE

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 Maureen Wile ("Maureen") and Robert Wile ("Robert"). The Settlement Agreement (a) will resolve (i) the

Receiver's adjunct lawsuit in Clark County Superior Court (the "Court"), assigned Case No. 20-2-00507-06 (the "Adjunct Litigation") against Robert and Maureen, (ii) the Receiver's August 29, 2025, Judgment on Plaintiff's First Cause of Action (Breach of Contract) and Liability on Plaintiff's Second Cause of Action (Breach of Fiduciary Duty) (the "Judgment") as against Maureen, in the principal amount of \$11,884,502.02 plus interest at 12% per annum from the date of entry of the Judgment, and (iii) any lien that the Receiver holds on any property owned by Maureen or Robert in Pacific County, Washington, and (b) as a condition to such resolution, will require Maureen and Robert to pay the Receiver \$100,000.00 in cash. The following information regarding the proposed settlement is provided pursuant to the Settlement Procedures Order:

1. Description of the Relationship.

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

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

On February 19, 2020, the Receiver filed an adjunct lawsuit in the Court, assigned Case No. 20-2-00507-06 (the "Adjunct Litigation"), asserting various tort and contract claims against American Equities, Inc. ("AEI"), American Eagle Mortgage Management, LLC ("AEMM"), Ross Miles, Beverly Miles, Maureen, and Robert.

On August 28, 2020, the Receiver filed an amended complaint in the Adjunct Litigation adding Pacific Premier Bank ("Pacific Premier") as a defendant and asserting claims against

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

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

13 On October 15, 2025, the Receiver recorded a certified copy of the Judgment with the
14 Pacific County, Washington, Auditor’s Office, against certain real property owed by Maureen
15 and Robert. On October 21, 2025, the Receiver filed an Abstract of Judgment in the Superior
16 Court of Pacific County, Washington.

17 Pursuant to a settlement agreement, the Receiver filed a notice of satisfaction of the
18 Judgment as to Ross Miles, Beverly Miles, AEI, and AEMM on April 21, 2026, and the
19 remaining claims against those defendants were dismissed with prejudice on April 22, 2026.
20 That settlement agreement did not affect the Receiver’s claims against Maureen and Robert.

21 A jury trial may be scheduled at the convenience of the Court on the Receiver’s
22 remaining causes of action in the Adjunct Proceeding against Maureen and Robert.

23 In reaching the compromises set forth in the Settlement Agreement, the Receiver,
24 Maureen, and Robert participated in good-faith, adversarial, and arm’s-length negotiations. To
25 that end, the Receiver has conducted an investigation into the facts and the law relating to the
26 claims asserted in the Adjunct Litigation, and after considering the results of that investigation

1 and the benefits of the settlement described in the Settlement Agreement, including the burden,
2 expense, and risks of litigation, appeals, and collection, the Receiver believes that the settlement
3 described in the Settlement Agreement is fair, reasonable, and in the best interests of the Pools
4 and of the Investors as a whole.

5 Other than the Judgment, there has been no admission or finding of facts or liability by or
6 against any of the Receiver, Maureen, or Robert, and nothing in the Settlement Agreement
7 should be construed as such.

8 The parties to the Settlement Agreement wish to settle and permanently resolve all claims
9 that the Receiver has against Maureen and Robert and that Maureen and Robert have against the
10 Receiver.

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

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

16 The Pools' organizational documents and filings with the Washington Secretary of State
17 identify AEI as their manager. Along with Ross Miles, Maureen was a principal of AEI and
18 directed and controlled its actions. Robert is Maureen Wile's ex-husband, and they were married
19 at all times relevant to the Adjunct Litigation.

20 At various times beginning in or around 2011, Ross Miles and Maureen began using
21 AEMM to perform many of AEI's management services. Along with Ross Miles, Maureen was
22 a principal of AEMM and directed and controlled its actions. The Pools' organizational
23 documents contain no amendment reflecting the substitution of AEMM for AEI as manager of
24 any of the Pools, and the Receiver could not locate formal paperwork showing a change in
25 manager.

26 Ross Miles and Maureen directed all the operations and transactions of the Pools, AEI,

1 and AEMM.

2 3. **Amounts to Be Received by the Receiver.** Maureen and Robert will pay the
3 Receiver \$100,000.00 in cash (the “Settlement Amount”). The Settlement Amount will be paid
4 in two installments: (1) \$35,000 within five business days of execution of the Settlement
5 Agreement; and (2) the remaining \$65,000 within 120 calendar days after the Court’s order
6 approving the Settlement Agreement has become final and non-appealable. The Receiver
7 believes that settlement for this amount is fair and reasonable under the circumstances. While the
8 Receiver holds the Judgment against Maureen in excess of the Payment and has recorded it
9 against property she and Robert own, the Receiver has investigated the value and availability of
10 assets and determined that it would be difficult to recover on the Judgment without waiting years
11 or undertaking expensive collection litigation and that an additional judgment on the remaining
12 claims in the Adjunct Litigation would not improve the outcome. Settlement will also relieve the
13 Receiver of the expense of going to trial with Maureen and Robert.

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

17 a. Payment of \$35,000 to be made by Maureen and Robert by October 22,
18 2026, to be held in the Receiver’s trust account until an order of the Court approving the
19 Settlement Agreement has become final and non-appealable. Within five business days of such
20 order becoming final and non-appealable, the Receiver shall file an order voluntarily dismissing
21 the Adjunct Litigation and all claims asserted therein against Maureen and Robert with prejudice
22 and without an award of costs or fees to any party.

23 b. Payment of \$65,000 to be made by Maureen and Robert to the Receiver
24 within 120 days after the Court’s order approving the Settlement Agreement has become final
25 and non-appealable.

26 c. Releases to be granted by Maureen and Robert of the Receiver, each of the

1 Receiver's past and present managers, members, employees, representatives, attorneys, and other
2 agents, and their respective insurers and underwriters, the consolidated estate created by the
3 Receivership Order, and the Pools, generally for claims arising prior to October 12, 2026, upon
4 the 91st day after the Receiver's receipt of the full Settlement Amount (plus any accrued interest
5 on the \$35,000 that has been held in trust) and Maureen and Robert not having filed a voluntary
6 petition or being named the debtor in an involuntary petition under Title 11 of the United States
7 Code.

8 d. Releases to be granted by the Receiver of Maureen and Robert generally
9 for claims arising prior to October 12, 2026, upon the 91st day after the Receiver's receipt of the
10 full Settlement Amount (plus any accrued interest on the \$35,000 held in trust) and Maureen and
11 Robert not having filed a voluntary petition or being named the debtor in an involuntary petition
12 under Title 11 of the United States Code.

13 e. As soon as practicable following the 91st day after the releases have been
14 granted, if Maureen and Robert have not filed a voluntary petition or been named the debtor in
15 an involuntary petition under Title 11 of the United States Code in that period, the Receiver will
16 file a notice of satisfaction of the Judgment as to Maureen in the Court and a release of the lien it
17 holds on any property owned by Maureen or Robert in Pacific County, Washington.

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

24 g. The Settlement Agreement will become effective only if and when the
25 Court enters an order approving it and such order becomes final and non-appealable.
26

YOU ARE NOTIFIED that unless a creditor or other party in interest notifies the Receiver and the Receiver's attorneys, in writing within 14 calendar days after the date of this notice, that such party objects to the proposed settlement, the Receiver will apply for an *ex parte* order approving the settlement described above. Objections to the proposed settlements must refer to this notice and be delivered or sent, so as to be actually received by the Receiver within 14 calendar days after the date of this notice, as follows:

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

DATED this 15th day of October, 2026.

MILLER NASH LLP

/s/ John R. Knapp, Jr.
 John R. Knapp, Jr., WSBA No. 29343

Attorneys for Receiver
Clyde A. Hamstreet & Associates, LLC