

Respondent Name
Sharon Raye Brown
Complainant Name
John Harland Trumbo
Sections of law violated
Complaint Description
<p><u>Johntnews</u> reported via the portal (<i>Thu, 2 Jul 2020 at 12:05 PM</i>)</p> <p>Senator Brown's F-1 filings for 2013 through 2019 did not contain all personal financial information she was required to include per RCW 42.17A.710. A partial list of assets she should have reported includes:</p> <ol style="list-style-type: none"> 1. Tellus LLC, ubi no. 603-325-128 2. Pure Green LLC, ubi no. 603 356 996 3. Igloo Investments, ubi no. 603 491 788 4. Primo Cannabis LLC, ubi no. 604 022 054 5. Pure Naturals LLC, ubi no. 603 586 319 6. HB Consortium LLC, ubi no. 602 396 133 7. Phi Client Services, ubi no. 602 394 020 8. Cynergy Construction, ubi no. 602 861 327 9. Asset Investment Management LLC, ubi no. 603 163 940 10. Construction Services of Washington, ubi no. 604 187 140 11. Pure LLC, ubi no. 603 586 846 12. Pure Genetics LLC, ubi no. 604 013 280 13. Friends of Sharon Brown, ubi no. 603 371 049 14. Investco LLC, ubi no. 603 527 043 <p>Time Line of Sharon Brown's Activities.pdf 1.54 MB</p> <p>5 Notarized Documents_ Reports in Benton County.pdf 1.24 MB</p> <p>Chronological List of Facts and Public Records.pdf 80.71 KB</p> <p>Report on Sharon Raye Brown.pdf 217.15 KB</p>
What impact does the alleged violation(s) have on the public?
<p>Failure to file complete F-1's from 2013 though 2019 prevents the public from knowing and reviewing financial information about potential conflicts of interest about the senator's actions in the public interest rather than her own interests.</p>

List of attached evidence or contact information where evidence may be found
<ol style="list-style-type: none">1. Report on Sharon Raye Brown, 12 pages, researched and written by John H. Trumbo.2. Chronological list of facts and public records researched and identified as relevant to this complaint.3. Five notarized declarations from employees at Pure Green LLC.4. Documents recorded in Benton County verifying a \$262,500 mechanics lien against Ms. Brown's residence. (Combined with the Five notarized declarations pdf)5. Time Line of Sharon Brown's Activities.
List of potential witnesses with contact information to reach them
<ol style="list-style-type: none">1. John H. Trumbo, 509-366-2241 or at 3501 S. Garfield Place, Kennewick, WA 99337 or at johntnews@gmail.com2. Michael Shemali, 509-528-6666, or at 3905 W. 42nd, Ave., Kennewick, WA 99337.
Certification (Complainant)
I certify (or declare) under penalty of perjury under the laws of the State of Washington that information provided with this complaint is true and correct to the best of my knowledge and belief.

Prepared as an original document by John Trumbo

For the Washington State Bar Association

June 23, 2020

State Senator Sharon R. Brown of Kennewick, in her marital capacity with Fraser Hawley, is a defendant in a breach of contract lawsuit concerning loans in the principal amount of \$750,000 in Benton County. The debt is connected to a licensed marijuana business founded and run by her ex-husband, former Kennewick planning commissioner Fraser Hawley. The senator claims her husband set up the pot business without her knowledge, but there is evidence that she lied to protect her assets and reputation as a conservative politician in Eastern Washington.

Kennewick Councilman John Trumbo discovered the senator's deception last summer while reviewing public records about financial reports of local elected officials, one of whom was the senator. Since then, hundreds of documents connected to the lawsuit reveal other activities of Brown and Hawley – not just marijuana -- involving questionable business practices to make the couple rich. Among them: (1) several now-defunct limited liability companies that were used as shell corporations to hide assets and distance themselves from being identified as the true operators; (2) failure to file true and complete financial reports as required about those shell corporations with the Washington State Public Disclosure Commission; (3) untraceable cash transactions involving business deals conceived by Brown and Hawley; and (4) pocketing tens of thousands of dollars by fleecing cash from silent partners in Hawley's marijuana enterprise, Pure Green LLC, which was based in Finley.

The evidence also proves that Senator Brown, a Republican for the 8th District of Washington, tried to conceal her knowledge about and association with Hawley's pot-growing business, Pure Green LLC in Finley. Her deception of the Benton County Republican Party Nominating Committee in the summer of 2018 to make them believe she knew nothing about the marijuana greenhouses resulted in getting their endorsement and being re-elected in the November election.

Trumbo's review of records and declarations of former employees at Pure Green, and other business associations, also show that 8th District Senator Brown and Hawley appear to have received revenues that should have been reported as taxable income or as capital gains, and that employment taxes were not paid for employees of Hawley's marijuana enterprise, Pure Green LLC.

The lawsuit was brought by Kennewick businessman Michael Shemali and an entity he operates, MS Properties LLC, which loaned money to Hawley, Tom Arnold and his company, Sorvei. One loan was for \$500,000. The other was for \$250,000. Both loans were in 2016. The \$750,000 is the principal amount of the unpaid loans, plus a significant amount of interest and

attorney's fees in the lawsuit. The lawsuit names Sharon Brown as a defendant in her marital capacity as she was married to Hawley at the times of the loans being issued.

Hawley registered Pure Green as a limited liability corporation with the Washington Secretary of State in 2015, naming his son, John S. Hawley as the governing manager. John S. Hawley is not a defendant in Shemali's lawsuit.

Because Washington is a community property state, Brown can be held responsible under Washington law because she was married to Hawley at the time the loans were made.

Brown claims Hawley and her stepson did everything behind her back and that she knew nothing about how they obtained majority control of the license for the pot venture when the state Liquor and Cannabis Board had originally awarded it to someone else, a Virgil Leners of Kennewick under the license name of Biggest Little Shop of Fun.

According to state records, Leners gave up 80 percent interest in the license with no evidence of financial incentive to do so.

Shemali and his entity have sought summary judgment decisions regarding the unpaid loans on two occasions. Both times, the motions were granted but subsequently vacated after Fraser Hawley filed motions for reconsideration. In these motions, Hawley said he didn't have a chance to protest before the judge, and asserted Benton County judges could not be fair and impartial because of Brown's status as a local politician. Brown herself never made these assertions.

State records show Fraser Hawley renewed registration for Pure Green LLC in June 2017, describing the nature of the business as "agriculture, forestry, fishing, hunting and trapping." Fraser's son, John Hawley remained as governor/manager of the enterprise. Fraser reported to the state that there had been "no transfer of stock, other financial interest change or an option agreement exercised during" the previous 12 months despite Fraser having signed two promissory notes in 2016 for a total of \$750,000.

Fraser Hawley also reported to the state there was no option agreement executed in the previous 12 months that could have seen Pure Green LLC acquired by a different entity. That would not occur until the end of 2017.

DIVORCE OF DECEPTION

Brown claims that upon learning of her husband's pot enterprise she filed for divorce in Walla Walla County Superior Court in December 2017, 22 months after Shemali loaned \$500,000 to help make Pure Green LLC profitable, with another \$250,000 in October 2016. The \$750,000 debt, plus interest, was due in full on Dec. 31, 2017. Shemali says he has received not one penny as payment on the principal and interest after nearly two years.

Despite what Brown told the Republican party in the summer of 2018, it now appears, based on documented evidence, that the quiet divorce was solely to give the appearance that the

senator disapproved of Hawley's marijuana business activities. The couple continued to live together in the senator's Canyon Lakes home for more than a year after the divorce. And it appears he continues to live with his ex-spouse even after she sold her Kennewick home and purchased a high-end condo at Richland's Columbia Point where Hawley's pickup has been seen parked overnight.

The couple's divorce became final March 30, 2018 – two months after Shemali and MS properties filed the lawsuit. Brown had declared in her divorce papers the 14-year marriage was broken with "no chance of reconciliation."

Three months later rumors of the pot enterprise began to emerge in the 8th District. The Republican senator, who was seeking re-election in November 2018 explained to members of the Benton County Republican Party Nominating Committee that she divorced Fraser because he and his son went into the pot-growing enterprise behind her back. With their party endorsement, Brown easily defeated her opponent for a second 4-year term.

But there is abundant evidence that contradicts the senator's assertion that she was ignorant of her husband's Pure Green LLC enterprise.

The first telltale email contradicting Brown's story was in May 2017, written by Fraser Hawley to Pure Green LLC partner Arnold more than a year after Shemali's first loan to help Pure Green LLC.

Hawley's email asked Arnold for cash distribution out of the Shemali account to help Pure Green pay debts: "I went to the account with Sharon. She told me we needed \$700 to pay the IRS. When I got there a zero was added to the total so now I don't have the money to pay for the insurance as per the attached. I think we have to pay something around 1100 bucks to keep it current otherwise it's going to be canceled. Unfortunately, we won't have any more options for insurance. We really need to get some of this stuff figured out. We're in a bad situation as it stands."

A signed declaration from former Pure Green LLC employee Rigoberto Garcia says Fraser Hawley brought many visitors to the Pure Green facility in Finley while he worked there in April and May, 2017. Garcia, whose brother Manny Garcia was the lead grower at the greenhouse farm, said visitors included "Sharon Brown and her parents," who were from Maine, but lived in Richland for a time. "I remember their visit because of how they dressed and acted. I asked John Hawley of (sic) who they were and he told me those were Sharon's (Brown) parents," Rigoberto Garcia wrote.

Rigoberto Garcia further stated, "There was a lot of discussion about Fraser's plan on opening up a facility in Maine where he wanted (Pure Green LLC employee) Francisco Carillo to relocate and be the lead grower."

Six months earlier Fraser Hawley had informed Pure Green greenhouses manager Manny Garcia, partner Tom Arnold and farm manager John Hawley that Maine voters approved retail

recreational marijuana in the Nov. 8, 2016, election. This would explain why the senator's parents visited Pure Green LLC farm in spring 2017. The parents own cabin retreat property in Maine, and Brown and Hawley are known to make vacation trips to the cabin. A warranty deed record in Maine shows the cabin retreat property at 307 Bald Mountain Road, Oquossoc, Maine, was placed in the Brown Family Trust (created March 9, 2010) and that Sharon Brown and Fraser Hawley signed Sept. 21, 2010, as witnesses to that record.

A signed declaration by Carillo also says Sharon Brown came to the Pure Green LLC greenhouse facility with her parents to show them around and “introduced them to most of the employees as her parents.”

Another email, this from Jim Troyer, Washington State Senate Chief of Staff, went to Senator Brown on Oct. 17, 2017, a year after Shemali put up the second loan for Pure Green. It referred to a Tacoma News Tribune story that same day about who would be buying marijuana from retail outlets in Washington. Troyer wrote: “Sharon – I think you might know someone who would be interested in this article.” – Jim”

Two days later, on Oct. 19, 2017, Senator Brown emailed the article to her husband. Two months later – Dec. 19, 2017 – Brown sued for divorce, claiming it was because her husband’s marijuana enterprise was done without her knowledge.

Additionally, the Pure Green LLC website had a portrait of Brown and Hawley, with their children, posed in a field of what appeared to be wheat in the Horse Heaven Hills near Finley. The website was taken down shortly after the Benton County Republican Party Nominating Committee interviewed the senator in July 2018.

In a 2019 interview with James Steffans, former partner in 2015-2016 with Green2Go retail marijuana store owner Steve Lee of Kennewick, said Fraser was very careful about managing Sharon Brown’s political image when discussing marijuana business. Steffans said Lee, who is mayor pro tem of Kennewick, was present with him at a group meeting of marijuana business owners in late 2016, when Brown and Hawley and Seattle businessman Mike Sotelo talked about how to bank marijuana profits from legal growing, processing and retail sales in Washington. “We wanted to find ways to legitimize our marijuana money,” Steffans said, adding that “Sharon was at the table with Fraser” during those discussions.

“In 2016, they were very much a couple (Brown and Hawley), attuned. Fraser groomed Sharon for office and would do anything to protect Sharon politically, including divorcing her,” Steffans said.

BOTTOMLESS MONEY PITS

A signed declaration by Manny Garcia describes a purchase and sale agreement he signed in 2016 with Fraser Hawley and Sharon Brown for their Canyon Lakes home.

Despite assurances from the couple they would give him a copy of the purchase agreement, he never received one. Garcia says he paid Brown \$100,000 in cash to move in, then made subsequent payments of \$20,000 monthly, first to Brown's Bank of America deposit account in Kennewick and then directly to the senator. During this time, from 2017-2018, Hawley and Brown were living in a house he was leasing on 48th Avenue in Kennewick, but they never made lease payments as he had requested.

A text from Fraser Hawley to Arnold on Dec. 16, 2016, verifies that Manny Garcia was paying \$20,000 monthly. It states: "Sharon's pressuring Manny for our payments of 20K per month so he is spread pretty thin."

Garcia also says an email from Fraser Hawley to him stated the money he paid for Brown's house during the 16 months he was living in it was used for Pure Green LLC expenses.

Garcia's brother, Rigoberto Garcia, says in a signed declaration that his mother "invested/loaned" \$120,000 into Pure Green LLC, and never received a return on those funds.

FOLLOW THE ASSETS

The Brown/Hawley divorce was amended in August 2019 to identify and ensure bank accounts and other assets were in the senator's name.

It appears the timing of the divorce was strategic in attempting to block efforts to attach the \$750,000 debt, plus interest, on the Brown-Hawley assets, which included the million-dollar home in Canyon Lakes and the Cynergy Centre office/commercial complex in Kennewick, plus other commercial property and enterprises they owned.

Once the lawsuit was filed, Brown and Hawley began divesting themselves of joint business ventures, including HB Enterprises and selling a commercial strip mall for \$2.1 million and the Cynergy Center office complex, which had fallen behind on mortgage payments, was partially vacant and had become unprofitable. And Tellus LLC, Fraser Hawley's construction company that built the Pure Green LLC marijuana operation in Finley, also ceased to exist. The Pure Green LLC business, consisting of three greenhouses and a warehouse, and the state license issued by the state Liquor and Cannabis Board all were sold as well.

By mid-2019 Fraser Hawley was essentially devoid of assets, and by late summer Senator Brown had found a buyer for her home in Canyon Lakes at 3706 42nd Avenue. It appeared the divorced couple would be judgment-proof and financially protected, if needed.

FAKE MECHANICS LIEN

But there was one more piece of the couple's strategy still in play – a fake mechanics lien for \$262,500 on that house.

It began five weeks after the divorce was final in early 2018, when Fraser's son, John Hawley obtained a contractor's license for Construction Services of Washington. One week later -- on

May 10, 2018 -- John Hawley presented a notice to his former step-mother, which Senator Brown acknowledged and signed, that he was posting a \$12,000 bond and reserving the right to file a mechanics lien on her home if he wasn't paid for what would become a 13-month remodeling job valued at \$262,500. The Benton County assessor's office had a valuation of \$452,000 on the home.

A search of Kennewick city building department records showed there were no permits issued for the alleged remodeling job.

County records also show the mechanics lien was recorded in Benton County two days after the remodeling work allegedly was completed after 13 months on June 12, 2019.

Meanwhile the senator's home had been on the market for months, without any offers. Brown reduced the price several times, until it was down to \$825,000 in mid-August 2019 and the senator called for cash offers in hopes of getting a sale within 48 hours.

Hermiston insurance agent LuAnn Davison submitted the winning bid of \$700,000 two days later.

Davison said in a phone interview there was little, if any, evidence of remodeling by John Hawley. Only one bathroom may have been retiled, she said

In his mechanics lien John Hawley stated he did extensive re-flooring, carpeting, sheetrock, installation of new studs and walls, new tile in several rooms, sprinkler system work, and replacing concrete on the driveway.

Davison said after taking possession of the home she had to hire contractors to do approximately \$75,000 to \$80,000 work that was needed and that should have been what John Hawley completed.

The Canyon Lakes Architectural Review Committee would normally require review and approval on all work done on the outside of the home. But no work approval was requested or reported done, according to Jerry Martin, chairman of that committee.

It appears there was no work done to explain the reason for a \$262,500 mechanics lien.

DIVORCED, BUT NOT SEPARATED

Shemali, who lives across the street from the house Brown owned on West 42nd Avenue, said he saw no evidence of construction activity there for more than a year before it sold in September 2019. But he did see Fraser Hawley coming and going at the 42nd Avenue home taking out garbage, doing yard work, and parking his truck inside Brown's garage.

Nothing appeared to have changed after the divorce, Shemali said.

Hawley and his son, John, had leased a separate residence about one mile away in Canyon Lakes, but Fraser Hawley frequently spent the nights at the senator's home, and was seen hanging out there during the day.

The Windermere real estate agency had Brown's home listed for sale, with interior pictures posted on Zillow.com. One picture shows a closet filled with men's clothes after John and Fraser Hawley allegedly moved out.

PURE GREEN GOING SOUR

An exchange of emails and texts between Fraser Hawley and others confirm the secretive relationships.

On Feb. 4, 2016: Arnold wrote, "High 5 for ½ million!" Hawley responded the next morning, "Boo Yah for ½ mil. Good job."

Hawley on Aug. 25, 2016, emailed several Pure Green associates/investors, including attorney Mark Tiernan of Seattle, to invite them to a meeting to be held Sept. 6, 2016, at the office of Washington state Senator Ann Rivers and her staff in Olympia to discuss marijuana businesses. Senator Brown was sharing an apartment in Olympia with Senator Rivers at that time during the legislative session.

Less than a month later, Tiernan sent an email to Fraser Hawley on Sept. 19, 2016, thanking him and his wife Sharon for hosting a social get-together two days earlier at the Metropolitan Grill in Seattle. Tiernan wrote: "Fraser and Sharon -- (my wife, also named Sharon) and I would like to thank you for the wonderful dinner you hosted this past Saturday night at the Metropolitan Grill. It was the perfect setting for all the spouses to meet and get to know each other. I believe you were exactly right in your estimation that meeting in such a special social setting would help further solidify an already strong relationship between the principals."

Then on Oct. 17, 2016, Hawley emailed Senator Rivers to ask help in obtaining marijuana retail licenses in Prosser and Pullman. He thanked her in advance "for your help."

A week later, Hawley wrote to Pure Green investor Tim McCreary on Oct. 25, 2016: "Tom (Arnold) has tentatively procured the money need to complete the Finley project and would like to discuss with us what will be required." Shemali's second loan for \$250,000 came the next day.

On Nov. 15-17, 2016, Hawley exchanged emails with Seattle businessman and Plaza Bank founder/president Mike Sotelo and other members of the Pure Green team about how to organize and fund a string of marijuana businesses in Washington and Oregon. Sotelo also was one of the principals invited to the Sept. 17, 2016, social event at the Metropolitan Grill.

Sotelo, who was president of the Washington State Hispanic Chamber of Commerce wrote about his wife meeting Hawley's wife, Brown: "You definitely have Married Up!"

Hawley: "I'd like to think so, what did Sharon do now?"

Sotelo: "She was at an event on Monday. Patty spent time with her and thinks she's awesome! Please let her know her attendance was well noted by all of the Latino leadership."

Sotelo was one of the directors for GreenKiss, a medical marijuana enterprise based in Seattle, which was looking to partner-up with Pure Green LLC.

Their emails discussed how as principals with a string of independent businesses they would divvy up ownership. Manny Garcia, a silent partner with Hawley in Pure Green LLC, would have 20 percent of the Washington retail stores. Steve Garrido, another silent Pure Green investor, would have ownership interest in the Oregon stores. Garrido had operated a bistro at Brown and Hawley's Cynergy Centre, a four-story office complex at 4309 W. 27th Ave., in Kennewick, where Hawley had his business address and Brown had her legal practice, both sharing suite 103.

The Liquor Cannabis Board requires that all investors and partners of licensed marijuana businesses in Washington be named on the license. But with Pure Green LLC, the only named investors or partners with ownership on the license were John S. Hawley, Fraser's son, and Virgil Leners who was the original license holder by virtue of the LCB lottery. Garcia and Garrido were never listed. Fraser Hawley considered his silent partners as principals or consultants in order to get around LCB regulations.

Despite Fraser Hawley's grand plans to have retail marijuana stores scattered across the Pacific Northwest, including product distribution with tribes in Alaska, things at Pure Green began to sour.

First, money problems made John Hawley nervous and he wanted to quit. He wrote an email to Tom Arnold on Feb. 17, 2017, desperate:

"(N)ot sure how we go about doing this but I would like the marijuana license put in someone else' name or I would like to sell my portion, whatever that may be and ill (sic) be an employee or ill (sic) go find another job...at this point any of our employees can sink us with what they know. Tim can do the same. And so can pretty much anyone we work with. Everyone knows all of our business. We are going to be blackmailed I feel like. They all seem to think we are trying to screw them and I'm tired of being the bad guy. The sooner we can make this happen I would appreciate it. I have already wasted enough years of my life with trying to start something from scratch. I though (sic) we were getting somewhere with the construction thing then all of a sudden we change directions. Im (sic) tired of the direction changes. I want MY MONEY I need to have work that is focused and that I can feel some accomplishment from. All I am getting from this is heartbreak and stress. Im (sic) going to end up hurting myself. I'm depressed. I don't feel like I have been given the support or tools for fair opportunity to be a good manager or boss. Take this how you want – John S. Hawley"

And despite Rivers' help, Fraser and John Hawley missed out on opportunities to get a retail license. Then Sotelo and his GreenKiss team opted out after having second thoughts on Fraser Hawley's proposal for creating a string of retail marijuana businesses in the region. Pure Green LLC was struggling both financially and in achieving profitability.

According to a signed declaration from Garcia's brother, Rigoberto Garcia, John Hawley was selling Pure Green product in April 2017 "out the back door" to raise cash to pay him and other employees "to stick around."

And, Shemali's loans for \$750,000 plus interest were due by the end of the year.

Meanwhile, Garcia, who was purchasing Brown's home and had become manager of the marijuana greenhouse earlier in 2017, says the senator kept asking how long before Pure Green LLC would be producing real green. That news came in late October 2017 with the first sale of product and a check for \$63,000 from commercial buyers. Garcia remembers taking a cell phone picture of the check that also showed the inside of one greenhouse in full production in the background. He sent the photo by text to Brown on Oct. 27, 2017, as proof.

"Hawley told me the next day not to do that again," Garcia said. That photo popped up on the senator's phone 10 days after she had received the email from senate chief of staff Jim Troyer advising her about a news story concerning who would be buying marijuana from retail outlets in Washington. He said she "might know someone who would be interested." She forwarded the note to her soon be ex-husband on Oct. 19, 2017.

Even so, greenhouse employees were not being paid, the Hawleys were behind on insurance and on land lease payments, taxes were due and debts were mounting, Garcia said. In order to keep the Pure Green business from going under, Garcia negotiated a deal to purchase the land from the Mercer family, who had been leasing the property to the Hawleys. Shortly thereafter, Fraser Hawley filed to terminate Pure Green LLC and John Hawley sold his 80 percent interest in the marijuana production license to a man named Doug Shima of West Richland. Garcia then bought up the physical assets, which included the three greenhouses, a warehouse and all the production equipment.

Fraser Hawley also was worried that Shemali would sue soon. Garcia says in a signed declaration that Fraser Hawley asked him to talk to Shemali about delaying the lawsuit just long enough for Brown and Fraser to get a quick divorce in order "to protect Sharon." The couple filed for divorce in Walla Walla County before the end of 2017, and Shemali's lawsuit was filed in January 2018, one day after John Hawley and Shima certified the sale of the license with the Liquor and Cannabis Board.

LCB records show the license was gifted to Shima in exchange for him assuming existing debts. One of those was \$75,000 owed to license holder Leners who held 20 percent interest. John Hawley, in a March 27, 2018, signed statement, explained that he was gifting the license to Shima, a contractor and who had other marijuana-related enterprises.

"I owed several vendors money and did not want the continual responsibility and pressure. I need to return to steady income," John Hawley wrote.

But Leners never received the money despite a bill of sale on file with the state showing that Shima paid the \$75,000 to John Hawley.

POLITICALLY CONNECTED

Once his wife was elected to the Kennewick City Council, Fraser Hawley, a Canadian citizen, was appointed to the city planning commission where he served for 5 years prior to resigning. He has never been a registered voter in Benton County, nor a U.S. citizen.

Garcia says he knows Fraser Hawley isn't a citizen because Hawley got a contract with one of his companies to do work at Hanford in 2018, but when he showed up to make a delivery to his crew at the job site, Hanford gate security denied him entry because of being a noncitizen. That cost Fraser Hawley his Hanford contract, Garcia said.

Sharon Brown served on the Kennewick City Council before becoming a state senator to fill the vacancy left by Benton County Commissioner Jerome Delvin. Fellow commissioner Jim Beaver, a former Kennewick mayor, along with Delvin chose Brown as his replacement. Text messages and emails exchanged between Fraser Hawley and Delvin show they socialized frequently and that Delvin kept Fraser informed about availability for obtaining a retail marijuana license. Delvin and Fraser also communicated about arranging support for sheriff's candidate Ken Lattin, who Fraser said "would owe me" if he is elected.

While serving as the 8th district senator, Brown did legal work as an attorney for Mission Support Alliance at Hanford, where Kennewick mayor Steve Young was an MSA vice president. She had been mayor pro tem with Young prior to being appointed state senator.

Hawley sent an email on Oct. 29, 2017, to Garcia, who was an investor and was also purchasing Brown's house in Canyon Lakes at the time, identifying Pure Green's political supporters. They included U.S. representatives Glenn Grothman and Paul Ryan, both Republicans from Wisconsin, and Washington state Senator Sharon Brown.

In late 2016, Jerry Martin asked Brown to suggest a guest speaker for the Republican 2017 Lincoln Day Dinner in Benton County. The senator suggested U.S. Rep. Grothman because she and her husband knew him personally. Grothman and Fraser had been roommates at the University of Wisconsin in Madison. Grothman was unable to accept.

LAWSUIT TWISTS & TURNS

The timing of the sale of the senator's house in September 2019 occurred the same week that a Benton County Judge J. Shea-Brown was deciding on a summary judgment. It was the second time Shemali's attorney sought a summary judgment.

The first was in June before Superior Court Judge Carrie Runge. She was poised to rule on June 7, 2019, but first disclosed that she and her husband, a detective with the Kennewick Police Department, knew the senator. Court documents show judge Runge asked attorneys and Fraser Hawley who were present at the hearing if they had any objections to her making the ruling based on that disclosure.

There were none. Judge Runge granted Shemali and MS Properties' motion for summary judgment, determining that the defendants had breached the two promissory notes.

Days after Runge's order, Fraser Hawley, who had been representing himself without an attorney, protested, saying he hadn't been given enough time at the hearing to voice an objection.

Judge Runge, "out of an abundance of caution," vacated the order and recused herself.

A second attempt for a summary judgment was set for Aug. 16, 2019. Hawley arrived at the courthouse and was sitting directly outside the courtroom where the hearing was to take place. However, Hawley never entered the courtroom and was nowhere to be found when the motion for summary judgment was heard. Superior Court Judge J. Shea-Brown granted the motion in his absence. This was the same day that Senator Brown received a cash offer of \$700,000 from Davison to buy her house.

Hawley filed a motion for reconsideration shortly thereafter.

Fraser Hawley's Aug. 18 motion claimed his ex-wife's being a Republican senator created a partisan bias making it impossible to have a fair trial with any Tri-Cities judge. Hawley argued: "I planned to attend the hearing August 16, 2019, (but) I came to the conclusion that due to my ex-wife being both an attorney and a Political (sic) figure (State Senator), that it is virtually impossible to get a fair and impartial hearing from any judge locally.

"There is a high probability if not an impossible situation for any local Superior Court Judge to be able to say beyond a shadow of a doubt (sic) that they have zero conflict or impartiality due (to) virtually all of the Judges either knowing Senator Brown directly or indirectly, or having interfaced with her at some time either professionally or socially, thereby creating the appearance of a biased, non-impartial decision."

Hawley said Superior Court Judge J. Shea-Brown's ruling on the motion should "be vacated immediately." Hawley did not mention that his ex-wife had accepted a \$700,000 cash offer on her home on Aug. 16, or that the senator two days earlier had told her real estate agent to get all potential offers "on the table" immediately. It would appear that Brown was racing to get her million-dollar asset into a contract for sale before judge Shea-Brown could approve a summary judgment.

Hawley's motion for reconsideration was set for 30 days later, on Sept. 18.

Senator Brown attended in person at the Sept. 18 hearing, seeking a one-week delay because her attorney was out of the country. Brown said nothing about needing more time for Ben Franklin Title Insurance Company to close out the sale of her house. The buyer, LuAnn Davison, told Kennewick resident John Trumbo in a phone call Oct. 14 that the \$262,500 mechanics lien filed by the senator's ex-stepson had been clouding the title on what was supposed to be a quick sale.

A few days later Brown signed the closing documents Sept. 23, and Davison signed them Sept. 25, the same day John Hawley prepared and signed a release of the lien, which was notarized that day.

But Hawley did not record the lien release with Benton County until the next morning, minutes after Superior Court Judge J. Shea-Brown heard testimony on Fraser's motion to reconsider her Aug. 16, 2019, summary judgment ruling in favor of Shemali and MS Properties. The judge said she wouldn't rule at that time, but render a decision in writing later.

The judge's decision to delay the decision at the Sept. 26 hearing was crucial because it meant John Hawley could record the release on the lien that same day and have the title company release funds from the house sale one day later, Sept. 27, before the judge ruled. Timing was crucial. Keeping the mechanics lien in place until after funds were disbursed prevented Shemali from attaching the house as an asset in the breach of contract lawsuit. The judge's written decision Oct. 23 on the motion for reconsideration was meaningless for Shemali no matter which way it went. By Judge Shea-Brown not ruling on Sept. 26 and delaying a decision, her Aug. 16 summary judgment favoring Shemali became moot. The written decision of Oct. 23 simply came too late.

The trial in the case has been delayed due to COVID-19 outbreak. There is presently no judge assigned to the case.

THE END

DECLARATION of John Trumbo

Relating to facts of importance

About Kennewick Ethics Complaint 19-01 and PURE GREEN LLC

1. Sharon Brown and Fraser Hawley married Jan. 22, 2004. DOB Sharon Brown is Aug. 3, 1962, in New York. DOB Fraser Hawley is September 14, 1956, in Canada.
2. Deed of Reconveyance BENTON COUNTY, Oct. 19, 2019: 3706 W. 42nd Ave. re Fraser S. Hawley and Sharon R. Brown on \$449,050 First Horizon Home Loans Feb. 24, 2004.
3. Sharon Brown Deed of Trust BENTON COUNTY, filed January 11, 2005: Home Equity Line of Credit for \$135,000 with First Horizon Home Loans in Irving, Texas, on home at 3706 42nd Avenue. Signed Jan. 6, 2005, by Sharon Brown and Fraser Hawley.
4. Deed of Reconveyance BENTON COUNTY, Oct. 15, 2019: 3706 W. 42nd Ave. re Sharon R. Brown and Fraser S. Hawley on \$135,000 First Horizon Home Loans Jan. 5, 2005. Sharon Brown & Fraser Hawley post-nuptial agreement in 2006.
5. Sharon Brown Deed of Trust BENTON COUNTY, filed Feb. 10, 2009: Sharon Brown grants deed of trust on 3706 W. 42nd Avenue to grantee Americanwest Bank in Pasco. Signed by Sharon Brown and Fraser Hawley.
6. Secretary of State business license, Pure Green LLC, June 18, 2015: UBI 603515185. Submitted by Fraser Hawley, registered agent, at 4309 W. 27th Place, suite 103, phone 509-531-7255. Type of business: agriculture, forestry, fishing, hunting and trapping. Governing person, John S. Hawley.
7. Michael Shemali loaned \$500,000 secured with a promissory note to Pure Green LLC on Feb. 10, 2016. Due in full Dec. 31, 2016.

8. Sharon Brown F-1 filed April 5, 2016: F-1 reports mortgage greater than \$120,000 held by Nation Star of Lewisville, Texas, for home at 3706 42nd Avenue.
9. Sharon Brown F-1 Supplement filed April 5, 2016: F-1 reports 50% ownership in HB Consortium (Hawley & Brown). Also F-1 Supplement says HB Consortium, a real estate construction company, owns 33% interest in 4309 W. 27th Place.
10. Sharon Brown F-1 Supplement filed April 5, 2016: F-1 reports Fraser Hawley owns 100% interest in Cynergy Construction located at 4309 W. 27th Place.
11. Email string between Fraser Hawley and Tom Arnold, June 2, 2016: Hawley asks, "Can get a check for \$46209 for Az-Tec erector today". Arnold replies, "Will they take cash? I will need until Tuesday."
Hawley, "Cash is good".
12. Email to Fraser Hawley from Mark Tiernan written June 10, 2016: List of individuals attending the Pure Green – GreenKiss meeting, names and contacts for 12 individuals.
13. Email to Tom Arnold from Fraser Hawley written July 26, 2016: If Shemali wanted to do more houses we could also. Re site plan for Bergstrom project.
14. Email string from Fraser Hawley to Manny, Mike Sotelo and others written August 25, 2016: Invitation to meeting with Senator Ann Rivers and staff Sept. 6, 2016, noon in Olympia in her office.
15. Email from Fraser Hawley to Manny written August 26, 2016: Two attachments with notice from LCB re license number 422219 re #1 Pot Shop, UBI 6032170680010007. Steve Yang at LCB advising not likely to get the license, too many applicants.
16. Email from Fraser Hawley to Ann Rivers written Oct. 17, 2016: Retail license procedures with sites in Prosser and Pullman. "Thanks for your help."

17. Email from Fraser Hawley to Finley project team written Oct. 25, 2016: Advising that money tentatively secured. Calls for meeting.
18. Loan Agreement dated Oct. 26, 2016: For \$250,000 signed by Michael Shemali and Fraser Hawley and Thomas Arnold. Matures Aug. 1, 2017.
19. Email from Fraser Hawley to Manny written Nov. 12, 2016: Maine legalizes marijuana for recreational use.
20. Email string between Fraser Hawley and Mike Sotelo, Nov. 15-17, 2016: Talking about Sharon and how to structure the partnership/investors for a string of marijuana businesses in Washington.
21. Email from Fraser Hawley to Tom Arnold Dec. 6, 2016: "Sharon's pressuring Manny for our payments of 20k per month so he spread pretty thin."
22. Email from John S. Hawley to Tom Arnold, written Feb. 17, 2017: "Not sure how we go about doing this but I would like the marijuana license put in someone else's name or I would like to sell my portion, whatever that may be and I'll be an employee or I'll go find another job..at this point any of our employees can sink us with what they know. Tim can do the same. And so can pretty much anyone we work with. Every knows all of our business. We are going to get blackmailed I feel like. They all seem to think we are trying to screw them and I'm tired of being the bad guy. The sooner we can make this happen I would appreciate it. I have already wasted enough years of my life with trying to start something from scratch. I thought we were getting somewhere with the construction thing (then) all of a sudden we change directions. I'm tired of the direction changes. I want MY MONEY. I need to have work that is focused and that I can feel some accomplishment from. All I am getting from this is heartbreak

and stress..I'm going to end up hurting myself, I'm depressed. I don't feel like (I) have been given the support or tools for fair opportunity to be a good manager or boss. Take this how you want. John S. Hawley"

23. Email string between Tom Arnold and Fraser Hawley, March 9, 2017: Arnold asks, "Did you ever ask Jerome about Ken Lattin?" Hawley on March 10, 2019: "Jerome is going to talk to Latin when you gets back from his trip." Arnold: "Does he know Ken?" Hawley: "Not sure I've been texting back-and-forth and find out when he gets back." And a few minutes later, Hawley: "I'm having dinner with Jereome when he gets back so I plug for Latin then also."
24. Statutory Warranty Deed BENTON COUNTY, filed March 31, 2017: Grantors Grace Ling & Stanley Ling and Sharon Brown, Fraser Hawley and Gordon Hsh??? of Cynergy Enterprises LLC grant to Hutton Settlement (126126) of Spokane as grantees parcel number 1-1089-301-3335-001.
25. Email from Fraser Hawley to Manny written April 4, 2017: Forwarding email from Jerome Delvin re marijuana store #4 LCB granted license to Nirvana Cannabis Company on Arena Road
26. Sharon Brown F-1 filed April 4, 2017: F-1 reports mortgage greater than \$120,000 held by Nation Star of Lewisville, Texas, for home at 3706 W. 42nd Avenue and another mortgage of between \$48,000 and \$119,999 held by Ditech Financial LLC for the home at 3706 W. 42nd Ave.
27. Sharon Brown F-1 filed April 4, 2017: F-1 reports 50 % ownership in HB Consortium, a real estate development company (Hawley & Brown). HB Consortium held 33 % interest in property at 4309 W. 27th Place.

28. Sharon Brown F-1 Supplement filed April 4, 2017: F-1 reports Fraser Hawley having 100% ownership of Cynergy Construction at 4309 W. 27th Place.
29. Email string between Fraser Hawley and Tom Arnold on May 1, 2017: Hawley says "If Lattin gets elected he owes me." Arnold answers, "So has Jerome told you anything." Hawley replies "I'll fill you in tomorrow still with him." Arnold, "Drink lots of wine." Hawley, "Yep". Arnold asks, "Do you ever stay home on Saturday night?" Hawley, "Sometimes, Jerome's again." Arnold, "Uber". Hawley, "Yep".
30. Email from Michael R. Button to Fraser Hawley on May 11, 2017: Explaining why insurance policy for Pure Green LLC was canceled for nonpayment and how it could be reinstated and made current.
31. Email from Fraser Hawley written to Tom Arnold on May 15, 2017: "I went to the account with Sharon she told me we needed \$700 to pay the IRS when I got there a zero was added to the total so now I don't have the money to pay for the insurance per the attached (Button May 11 email) I think we have to pay something around 1100 bucks to keep it current otherwise it's going to be canceled unfortunately we won't have any more options for insurance. We really need to get some of this stuff figured out (we're) in a bad situation as it stands and it seems like it's going to get much worse."
32. Email from James Troyer to Sharon Brown, Oct. 17, 2017: Troyer, senior consultant for the Washington Senate Republican Caucus, informed Senator Brown about an article in the Tacoma News Tribune concerning who would likely be customers of retail marijuana. Troyer commented: "I think you know someone who would be interested in this." Two days later, Oct. 19, 2017, Senator Brown forwarded Troyer's email with the news article attached to her husband, Fraser Hawley.

33. Email from Fraser Hawley to Manny, written Oct. 19, 2017: Troyer's email to Sharon forwarded to Manny seven minutes after she received it and sent it to Fraser.
34. Email from Fraser Hawley to Manny written Oct. 29, 2017: These are our political supporters. U.S. Rep. Glenn Grothman, R-Wis; U.S. Rep Paul Ryan, R-Wis.; and Washington State Senator Sharon Brown. Grothman was college roommate of Fraser Hawley and graduated from U/Wisconsin-Madison.
35. Professional Services Agreement signed Dec. 4, 2017: by Michael Shemali with Timothy Klashke in Pasco to sue for breach of contract.
36. Email from Tim Klashke to Michael Shemali sent Dec. 7, 2017: summarizing conversation with Fraser Hawley's attorney, Rob McMillen re terms of payment.
37. Sharon Brown and Fraser Hawley file for divorce, WALLA WALLA COUNTY on Dec. 17, 2017, in superior court.
38. Email from Tim Klashke to Fraser Hawley's attorney, sent Dec. 20, 2017: Follow on discussion for terms of payment.
39. Email from Michael Shemali to attorney Trevor Pincock sent Feb. 18, 2018: Details how \$553,385 of his money was spent on the Finley Project and that approximately \$90,000 was spent as cash to pay Pure Green LLC employees. No taxes.
40. Don Britain F-1 filed March 25, 2018: F-1 reports a mortgage of more than \$120,000 on home at 6010 Okanagan Loop held by Cooper Mortgage in Coppell, Texas.
41. Sharon Brown & Fraser Hawley WALLA WALLA COUNTY, March 30, 2018: Divorce decree finalized in Walla Walla County. Address for both is 3706 42nd Avenue, and they have two parcels at 4309 W. 27th Place (AP 110893013335001 & 5002). Hawley is required to pay his own personal and business debts and anything owned to the IRS or state of Washington.

42. Sharon Brown F-1 filed April 16, 2018: F-1 reports mortgage greater than \$120,000 held by M. Cooper Mortgage Co. of Coppel, Texas, and another mortgage of between \$48,000 and \$119,999 held by Dietech Financial LLC of Rapid City, South Dakota, on her home at 3706 W. 42nd Avenue.
43. Sharon Brown F-1 filed April 16, 2018: F-1 reports 50 % ownership in HB Consortium, a real estate development company (Hawley & Brown). HB Consortium held 33% percent interest in property at 4309 W. 27th Place.
44. Construction Services of Washington License No. CONSTSW822B3.
45. Disclosure Statement/Contractor Registration Department of Labor and Industries signed May 5, 2018: filed June 14, 2019, BENTON COUNTY as part of mechanics lien from John S. Hawley re Contractor No. 604187140. Signed by customer (Sharon Brown).
46. Notice to Owner, BENTON COUNTY, May 10, 2018: filed by John S. Hawley, 512 Canyon Lakes Drive of Construction Services of Washington to preserve his right to file a claim for nonpayment on work done at 3706 42nd Avenue once completed.
47. Sharon Brown's home at 3706 42nd Ave. in Kennewick listed for \$1.145 million with Windemere on July 20, 2018.
48. Phone interview with John Trumbo in summer 2018. Brown initiated the call. Summary of her remarks: Divorce was quiet. "We kept it really quiet for me and my family." Brown said she had no interest, knowledge or involvement with the marijuana enterprise. It had a website and name, Pure Green LLC which used a family photo of Sharon, daughters, Fraser, sons posed in a large field of green wheat. "He used the photo without my knowledge." She said: "I sponsored legislation to make it more difficult to place marijuana operations." She said

she was furious with the Liquor, Cannabis Board. She said: "I firmly believe the underground marijuana (sic) has grown even with this." She said when she found out Fraser and his son, John, had started a marijuana growing operation she divorced him. She said: "We had a nuptial agreement since 2006."

49. Letter from Fraser Hawley to Trevor Pincock sent on or about July 23, 2018: Trying to throw Tom Arnold under the bus on how Shemali's loan money disappeared.
50. Late summer 2018: Sharon Brown meets with Benton County Republican Party executives about getting their endorsement. She tells them she had no knowledge of Fraser Hawley and son John Hawley being involved in Pure Green LLC until rumors began circulating. As a result, she said she divorced him, filing in Walla Walla County December 17, 2017.
51. Michael Shemali files amended lawsuit BENTON COUNTY, Aug. 28, 2018: Claims that defendants failed to pay back on two promissory note loans totaling \$750,000. Defendants named are Fraser Hawley and his wife, Sharon Brown; Thomas W. Arnold and his wife; Sorevi Investments LLC; and Pure Green LLC.
52. Price reduced Dec. 31, 2018, on Sharon Brown's home to \$1.075 million.
53. Price reduced March 6, 2019, on Sharon Brown's home to \$970,000.
54. Price reduced March 21, 2019, on Sharon Brown's home to \$950,000.
55. Sharon Brown's home taken off the market in April/May 2019.
56. Email string between LCB's Linda Brock, et al and Michael Shemali, April 3, 2019: discussing licensing woes with Biggest Little Shop of Fun trying to acquire license of Pure Green LLC.

57. Email string between LCB's Linda Brock and Michael Shemali, April 5, 2019: more on licensing woes with Shemali's Biggest Little Shop of Fun.
58. Motion for Summary Judgment BENTON COUNTY, June 7, 2019: Hearing before Judge Carrie Runge after which the judge granted the motion for summary judgment. Hawley protested and Judge Runge, "out of an abundance of caution and hoping to avoid any sort of conflict with Hawley," vacated her order granting summary judgment. A new motion for summary judgment was set for Aug. 16, 2019, at the direction of Judge Alex Eckstrom.
59. Mechanic's Lien BENTON COUNTY, June 14, 2019: filed by John S. Hawley, 512 W. Canyon Lakes Drive for Construction Services of Washington re \$262,500 work done at 3706 W. W. 42nd Ave. Work started May 15, 2018 and was completed June 12, 2019.
60. Sharon Brown's home relisted. Price reduced June 17, 2019, to \$925,000.
61. Zillow.com listing of Sharon Brown's home, 3706 42nd Avenue. "This luxurious 5 bedroom contemporary home with sweeping views located in Canyon Lakes is a must see! Custom details and modern elegance make every room comfortable as well as accessible to the spectacular view. The floor to ceiling rock fireplace in the living room joined by the panoramic scenery will provide a stunning backdrop for entertaining and timeless memories. The chef's kitchen boasts soapstone countertops, dual Bosch dishwashers, Thermador refrigerator, butler's pantry, prep sink and warming drawer. The private master suite features a soaking tub, spa shower, travertine flooring and dual copper sinks with jewel grade onyx countertops as well as a spacious closet including a stackable Bosh washer and dryer for your convenience. The double-sided

fireplace and sweeping views from indoors or private deck completes this sanctuary. Don't miss the hidden wine cellar with an abundance of storage and option for expansion. There are multiple wrap-around decks and patio to enjoy city and golf course views. The home theater with state-of-the-art screen and media closet is located near a second living room and includes a master bedroom and three other generous bedrooms and bathrooms. Multiple storage areas, a generous three car garage and optional flex spaces provide a perfect fit. Pool ready with infinity option to join into the wrap around patio make this exquisite home one not to be missed."

62. Sharon Brown & Fraser Hawley WALLA WALLA COUNTY, Aug. 12, 2019: States there was a post-nuptial agreement in 2006. Brown's personal property includes accounts at Bank of the West and Bank of America, as well as HB Consortium LLC and associate bank account. Document signed on Aug. 9, 2019, by Sharon Brown and Fraser Hawley.
63. Price reduced Aug. 14, 2019 on Sharon Brown's home to \$825,000.
64. Sharon Brown tells her Realtor on Aug. 15, 2019, to bring all offers that are on the table to her.
65. Summary Judgment BENTON COUNTY, Aug. 16, 2019: Superior Court Judge J. Shea-Brown conducts hearing on motion for summary judgment in 18-2-02153-03 (Michael Shemali). Fraser Hawley was present prior to the 1:30 p.m. hearing but did not enter the courtroom when the case was called. All efforts to locate Hawley in or around the court were futile. He was not to be found anywhere by the bailiff. Judge J. Shea Brown then granted the summary judgment.
66. Sharon Brown's home went into contract for purchase on Aug. 16, 2019, with \$700,000 offer from LuAnn Davison.

67. Fraser Hawley Motion for Reconsideration, BENTON COUNTY, Aug. 19, 2019: says using a local judge prevented him from having fair and impartial hearing.
68. Motion for Reconsideration on Summary Judgment BENTON COUNTY, Aug. 19, 2019: Fraser Hawley, representing himself pro se, seeks new hearing, and says: "I planned to attend the hearing August 16, 2019, (but) I came to the conclusion that due to my ex-wife being both an attorney and a Political figure (State Senator), that it is virtually impossible to get a fair and impartial hearing from any Judge locally. There is a high probability if not an impossible situation for any local Superior Court Judge to be able to say beyond a shadow of a doubt (sic) that they have zero conflict or impartiality due virtually all of the Judges either knowing Senator Brown directly or indirectly, or having interfaced with her at some time either professionally or socially, thereby creating the appearance of a biased, non-impartial decision." Hawley requested a new hearing and said Judge J. Shea-Brown's ruling on the motion should "be vacated immediately."
69. Personal statement of Fraser Hawley on reconsideration motion, BENTON COUNTY, Aug. 19, 2019: alludes to his ex-wife and inability to get fair hearing.
70. Declaration of Trevor Pincock re Motion for Reconsideration, BENTON COUNTY, Sept. 11, 2019: Lengthy detailed objection, citing Hawley's failure to follow court rules.
71. Response from Trevor Pincock re Motion for Reconsideration, BENTON COUNTY, Sept. 11, 2019: Objection and response to Motion for Reconsideration.
72. Objection to motion for Reconsideration of Summary Judgment BENTON COUNTY, filed Sept. 11, 2019: Attorney for Michael Shemali states: "Hawley's bad faith and improper purposes are evident in several ways. First, he intentionally

skipped the summary judgment hearing (August 16, 2019) and now asserts arguments that were waived long ago (and certainly waived through his intentional lack of attendance at the hearing)...It is frivolous and highly unreasonable to assert a judiciary-wide bias, as Hawley does here. Moreover, if anyone would have grounds to assert an argument on the basis of Sharon Brown's status as a state senator, it would be Ms. Brown herself. However, Ms. Brown has never taken issue with the impartiality of the judiciary in Benton County."

73. Hawley's motion for Reconsideration BENTON COUNTY, set for Sept. 18, 2019. Sharon Brown made her first court in person appearance on the case at the Sept. 18, 2019, hearing and asked for a one-week delay because her attorney was out of the country. Judge Shea grant her request, setting the new date as Sept. 26, 2019.
74. Statutory Warranty Deed, BENTON COUNTY, Sept. 23, 2019: The sale of Sharon R. Brown home to LuAnn Davison completed with close of escrow. \$12,465 in fees paid, doc 1454967. This was a Monday, five days after Hawley's Motion for Reconsideration was postponed at Sharon Brown's request with a new date of Sept. 26, 2019 in Benton County court.
75. Real Estate Excise Tax Affidavit BENTON COUNTY: 3706 W. 42nd Ave. sold for \$700,000, total taxes/fees \$12,465. Signed Sept. 23, 2019, by Sharon R. Brown; signed Sept. 25, 2019, by LuAnn Davison.
76. John S. Hawley signs a release of mechanic's lien for \$262,500 Sept. 25, 2019, and had it notarized that same day. John Hawley agreed to release the \$262,500 mechanic's lien in exchange for \$100,000 to be paid on the lien.
77. Benton County Shemali lawsuit hearing Sept. 26, 2019, 9 a.m. : Judge J. Shea-Brown conducts hearing on Fraser Hawley's motion to reconsider her Aug. 26, 2019, summary

judgment. Judge says she will not rule on the motion that day, but will listen to oral arguments and then consider the matter before issuing a decision at a later date. The decision on the motion to reconsider her summary judgment ruling came nearly a month later, on Oct. 23, 2019.

78. Release of Lien Claim BENTON COUNTY, Sept. 26, 2019, 9:15 a.m.: recorded by John S. Hawley, 512 Canyon Lakes Drive, regarding work done at 3706 42nd Avenue. This action was needed before Ben Franklin Title could release funds on the sale of the home.
79. Ben Franklin Title releases funds on the \$700,000 sale Sept. 27, 2019, paying off debts remaining on the \$449,000 mortgage and the \$135,000 mortgage, leaving an unknown balance to pay the real estate commission, excise tax, closing costs and the \$100,000 to settle the \$262,500 mechanic's lien.
80. John Trumbo had phone conversation with LuAnn Davison on Oct. 14, 2019, to ask about mechanic's lien, whether remodeling work had been done at 3706 W. 42nd Avenue and about the \$700,000 sale of the home. Trumbo also called and left message on Sharon's Brown's cell phone the same day, asking for a return call, which did not come.
81. LuAnn Davison called the office of Kennewick City Manager Marie Mosley at 9 a.m. on Oct. 15, 2019, to complain about Trumbo and his questions. Sharon Brown also contacted the city manager to register a complaint. Her text message to the city manager stated: "someone should sue Trumbo for slander. He can't go around doing what he is doing."
82. LuAnn Davison met at about 4 p.m. Oct 15, 2019, at Kennewick City Hall with city manager, city attorney and chief of police to discuss her concern about Trumbo's call.
83. Kennewick City Council executive session Oct. 15, 2019, held to discuss the complaints against Councilman Trumbo,

who insisted the matter be taken up in a public council meeting Nov. 5, 2019.

84. Assessed Value Benton County, Oct. 23, 2019: 3706 W. 42nd Ave. \$467,510.
85. Benton County Superior Court Oct. 23, 2019: Judge J. Shea-Brown issued her decision on Fraser Hawley's motion to reconsider her Aug. 16, 2019, summary judgment ruling. She granted the motion to reconsider and vacated the summary judgment.
86. Kennewick City Council meeting Nov. 5, 2019: open meeting discussion about Councilman John Trumbo's call Oct. 14, 2019, to LuAnn Davison.
87. Kennewick Councilmen Chuck Torelli and Paul Parish file Ethics Complaint 19-01 Nov. 6, 2019, against Councilman Trumbo. City dates the complaint as received Nov. 7, 2019.
88. Senator Sharon Brown called John Trumbo on Feb. 13, 2020 asking to meet, tentatively for 4 p.m. Feb. 18, 2020. Trumbo agreed, then called her back Feb. 17, 2020, to cancel because his ethics hearing was set for Feb. 19, 2020. Brown agreed, adding, "I hope you know I had nothing to do with that." This contradicts the fact that Brown contacted Kennewick City manager Marie Mosley Oct. 15, 2019, to complain about Trumbo's queries concerning the sale of her house.
89. Ethics Examiner Hearing on Complaint 19-01 conducted Feb. 19, 2020. Trumbo had asked the hearing examiner to subpoena Sharon Brown as a witness. Brown was not subpoenaed.
90. Declaration of Francisco Carillo, March 19, 2020: "From approximately June 2016 through May of 2018, I was employed by Pure Green LLC. Owners were John and Fraser Hawley...In early 2017, Sharon Brown came over with her parents to show

them the property. She introduced them to most of the employees there as her parents."

91. Declaration of Emmanuel Garcia, March 23, 2020: "I have known Sharon Brown and Fraser Hawley since first quarter of 2016. I was approached by Fraser Hawley for advice on growth of Marijuana for Medical growth business. Fraser later approached me about running Marijuana retail stores in the State of Washington and Oregon. On 9/18/2017, Sharon Brown setup a meeting with Anne Rivers, Fraser Hawley, myself and several other individuals attended and the purpose was for Ann Rivers to open up the allotment for a retail Marijuana store as all of the allocated licenses were filled in Benton County....In November 2017, Fraser and myself met Michael Shemali at his office to sign a Letter of Intent that I had no idea about but Fraser instructed me to sign. He later informed me that 'not to worry' as this form was not enforceable in a court of law. He also asked me to delay 'Shemali' in filing his lawsuit as he needed 3 months to file a quick divorce so Sharon can be protected."
92. Declaration of Rigoberto Garcia, April 6, 2020: "On or about March/April 2017.... I only worked for Fraser for less than two months. While I was there John Hawley gave me \$400 in cash only to find out he sold Marijuana 'out the back door' so he can raise cash to pay the employees to stick around....while I was there, Fraser brought many visitors to the Pure Green facility, including Sharon Brown and her parents. There was a lot of discussion about Fraser's plan on opening up a facility in Maine where he wanted Francisco Carillo to relocate and be the lead grower."
93. Declaration of Spencer McMartin, April 13, 2020: I began working for John and Fraser Hawley from approximately April 2016 until May of 2017....we had meetings once every two

months at the Cynergy Complex...At one point we were drying Marijuana on the roof of the complex...Sharon Brown's name was brought up by Fraser Hawley about things that Sharon was doing to 'advance John and Fraser' name in the industry. He informed me that Sharon was working with other politicians to further advance 'us' in the industry."

94. Declaration of Ryan Krieg, April 15, 2020: Worked at Pure Green for 19 months. Quit in December 2017 after not being paid for 5+ months, \$7,500 in back pay. "I was hired to run the traceability program...In October 2017 I was aware of a purchase from Doug Shima, owner of Ninja Gardens, where approximately 800 plants were 'sold' to Pure Green but no money exchanged hands at the time of delivery. I was told that John and Fraser were dealing directly with Doug. I was very reluctant to sign the manifest as I knew this would violate LCB rules. After completion of the greenhouses, Sharon Brown was onsite helping us moving equipment and staging the greenhouses to accept plants to grow. Fraser Hawley also informed us that Sharon was going to work with county commissioners to make the county more friendly for marijuana grow. I never knew what was really happening as John and Fraser would have Manny give us cash to pay for rent but we never received a paycheck. All of the employees filled out W-2 forms but we kept getting cash throughout our entire employment. I was very reluctant to stay, especially knowing that any real company would pay us through company payroll."

DECLARATION OF Francisco J Carrillo

To Whom It May Concern:

From approximately June 2016 through May of 2018, I was employed by Pure Green, LLC. Owners were John and Fraser Hawley. My primary job was growing Marijuana, but I also did construction for Fraser and John. While I was working in the Marijuana business, Fraser brought many guests over, including Michael Shemali. Early in 2017, Sharon Brown came over with her parents to show them the property. She introduced them to most of the employees there as her parents.

I attest this statement to be accurate

DATED: 3-19-20

Francisco J Carrillo: *Francisco Carrillo*

I certify that I know of have satisfactory evidence that Francisco J Carrillo is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the users and purposes mentioned in the instrument.

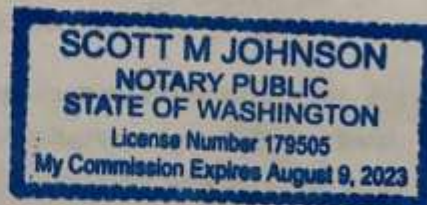
Dated this 19 day of March, 2020

Print Name: Scott Johnson

NOTARY PUBLIC in the State of Washington

Residing at: Benton County

My Commission expires: August 9, 2023



Declaration of Spencer McMartin


To Whom It May Concern:

I began working for John and Fraser Hawley from approximately April 2016 until May of 2017. My main job was a Marijuana grower. The year I was there I was doing construction for most of the time. In the third quarter of 2016, I decided to move in with John Hawley on his Canyon Lakes Drive house. I left Pure Green because I was not getting between. This was from November of 2016 until I left in May. John and Fraser Hawley had all of the employees sign an "non-compete" contract with a 360-mile radius. Manny Garcia ended up paying myself and two other employees in full after we left.

While I was working for John and Fraser Hawley, we had meetings once every two months at the Cynergy Complex. The meetings mainly centered around our construction and Marijuana. At one point, we were drying Marijuana on the roof at the complex. We did this one time during the summer of 2016. Sharon Brown's name was brought up by Fraser Hawley about things that Sharon was doing to "advance John and Fraser" name in the industry. He informed me that Sharon was working with other politicians to further advance "us" in the industry.

I do recall Michael Shemali's name as the "liquor store owner" and we were going to do some work around his warehouse. John Hawley brought up his name as he was helping us with a loan.

I attest this statement to be true and accurate

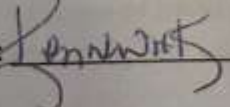
DATED: 4-13-2020 Spencer McMartin: 

I certify that I know of having satisfactory evidence that Spencer McMartin is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the users and purposes in the instrument.

DATED THIS 13th DAY OF April, 2020

PRINT NAME: Christine S. Nielsen

NOTARY PUBLIC in the State of Washington

Residing at:  My Commission Expires: 2-8-2022



Declaration of Rigoberto Garcia

To Whom It May Concern:

On and or about March/April 2017, my brother, Emmanuel Garcia, recruited my services on behalf of Pure Green to help grow Marijuana. He informed me that Fraser Hawley will pay me an hour's rate of \$15.00 per hour. I only worked for Fraser for less than two months. While I was there John Hawley gave me \$400 in cash only to find out he sold Marijuana "out the back door" so he can raise cash to pay the employees to stick around. I stopped working after this because I was never paid thereafter and neither were any of the other employees there.

While I was there, Fraser brought many visitors to the Pure Green facility, including Sharon Brown and her parents. There was a lot of discussion about Fraser's plan on opening up a facility in Maine where he wanted Francisco Carrillo to relocate and be the lead grower.

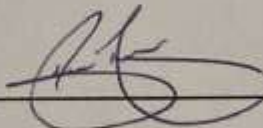
I remember their visit because of how they dressed and acted. I asked John Hawley of who they were and he told me those were Sharon's parents.

One of the main reasons that I went to work for Fraser was because my mother loaned/invested \$120,000 of her own money that she has yet to see. My mother used \$75,000 from her retirement from La Clínica and 3--\$15,000 loans from local banks.

I attest this statement to be true and accurate

DATED: 4/6/2020

Rigoberto Garcia:



I certify that I know of having satisfactory evidence that Rigoberto Garcia is the person who appeared before me, and said person acknowledged that he/she signed this instrument and

acknowledged it to be his/her free and voluntary act for the users and purposes in the instrument.

DATED THIS 6th DAY OF April, 2020

PRINT NAME: Christine S. Nielsen

NOTARY PUBLIC in the State of Washington

Residing at: Kenneth

My Commission Expires: 02-08-2022



Declaration of Ryan Krieg

To Whom It May Concern:

I began work for John and Fraser Hawley approximately of June 2016 until December of 2017. I was hired to run the traceability system (keeping track of live plants, inventory and sales) I was also part of the construction team building the warehouse and greenhouses. The reason why I left was because of John and Fraser not being able to pay my wages for a minimum of 5-6 months. I believe I was owed \$7500.00 in back pay.

In October of 2017 I was aware of a purchase from Doug Shima, owner of Ninja Gardens, where approximately 800 plants were "sold" to Pure Green but no money or check exchanged hand at time of delivery. I was told that John and Fraser were dealing directly with Doug. I was very reluctant to sign the manifest as I knew this would violate LCB rules.

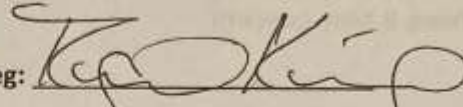
After the completion of the greenhouses, Sharon Brown was onsite helping us moving equipment and staging the greenhouses to accept plants to grow. Fraser Hawley also informed us that Sharon was going to work with county commissioners to make the county more friendly for marijuana grow.

I never knew what was really happening as John and Fraser would have Manny give us cash to pay for rent but we never received a paycheck. All of the employees filled out W-2 forms but we kept getting cash throughout our entire employment. I was very reluctant to stay, especially knowing that any real company would pay us through company payroll.

I attest this statement to be true and accurate

DATED: 4-15-2020

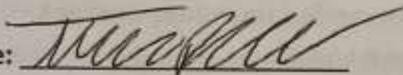
Ryan Krieg:



I certify that I know of having satisfactory evidence that ~~Ryan Krieg~~ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the users and purposes in the instrument.

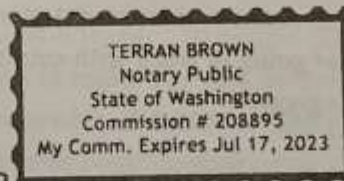
DATED THIS 15th DAY OF April, 2020

PRINT NAME: Terran Brown

Signature: 

NOTARY PUBLIC in the State of Washington

Residing at: Benton



My Commission Expires: 07-17-2023

Declaration of Emmanuel Garcia

To Whom It May Concern:

I have known Sharon Brown and Fraser Hawley since first quarter of 2016. I was approached by Fraser Hawley for advice on the growth of Marijuana for Medical growth business. Fraser Hawley later approached me about running Marijuana retail stores in the State of Washington and Oregon. On 9/06/2016 Sharon Brown setup a meeting with Anne Rivers, Fraser Hawley, myself and several other individuals attended and the purpose was for Anne Rivers to open up an allotment for a retail Marijuana store as all of the allocated licenses were already filled in Benton County.

In May of 2016, I was also approached by Sharon Brown and Fraser Hawley to purchase their house from them. We agreed to a \$75,000.00 down payment in cash and another \$25,000.00 in cash when I moved in November, 2016. I signed a Purchase and Sale Agreement for their house in their kitchen and Sharon Fraser both signed. Sharon stated that she was going to make me a copy so I can register the house but she never did. I reminded her numerous times over a 60—day period but she never supplied me with a copy to register the house. The agreed purchase price was \$1,000,000.00 with no interest.

The sale agreement was that I would pay Sharon and Fraser \$20,000.00 per month in cash until the debt was paid off. Sharon requested me to make deposits on her behalf at Bank of America bank on 4320 West Kennewick Ave, Kennewick, WA 99336. She gave me her deposit book for her account. I went to the bank on a weekly basis depositing small amounts of cash until Sharon asked me to give her the cash directly.

In November 2017, Fraser and myself met Michael Shemali at his office to sign a Letter of Intent that I had no idea about but Fraser instructed me to sign. He later informed me that "not to worry" as this form was not enforceable in a court of law. He also asked me to delay "Shemali" in filing his lawsuit as he needed 3 months to file a quick divorce so Sharon can be protected.

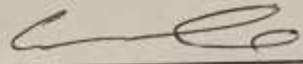
Because John and Fraser Hawley fell behind on rent payments, I decided to purchase the farm from Kennewick Game Farm in February, 2018.

In May of 2018 I moved out of the house and requested my money back as I knew they were going bankrupt and Sharon never gave me copies of the Purchase and Sale Agreement. Sharon and Fraser were also living in my prior house that I was renting, located at 3615 West 48th Ave, Kennewick, WA 99337. I ended up paying the entire rent for this house as I was liable for the rent.

In first quarter of 2018, Fraser Hawley informed me that he started a new company, Asset Investment Management, LLC, the purpose of this company was to consult for Pure Green. He also mentioned another investor, Feng Haung "Lee" to invest \$1,000,000.00 for a certain percentage of the business. I never signed these documents and in 2019 I realized that Fraser forged my signature on the Amended Report that was filed on 3/13/2018

I now have found out of other business dealings with other people they had also hurt financially. When I invested with them, I made the assumption that loaning them the money and buying their house was a safe investment because of Sharon's political position as well as Sharon and Fraser's many businesses they claimed they owned.

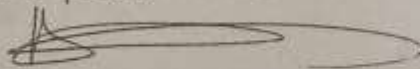
I attest this statement to be true and accurate

DATED: 05/27/20 Emmanuel Garcia: 

I certify that I know of having satisfactory evidence that Emmanuel Garcia is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the users and purposes in the instrument.

DATED THIS 27th DAY OF May, 2020

PRINT NAME: Ana K Garcia Solis



ANA K GARCIA SOLIS
Notary Public
State of Washington
Commission # 207333
My Comm. Expires Apr. 29, 2023

NOTARY PUBLIC in the State of Washington

Residing at: Kennewick WA

My Commission Expires: April 29, 2023



Return Name and Address:
John S Hawley
512 W Canyon Lakes Pkwy
Kennewick WA 99337

PLEASE PRINT OR TYPE INFORMATION:

Document Title:

Mechanics lien

Grantor(s) (Last name first, first name, middle initials):

1. ~~John S Hawley~~
2. Sharon R Brown
- 3.

Additional names on page _____ of document.

Grantee(s) (Last name first, first name, middle initials):

1. Construction Services of Washington
- 2.
- 3.

Additional names on page _____ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

Additional legal is on page _____ of document.

Reference Number(s) of documents assigned or released:

Additional numbers on page _____ of document.

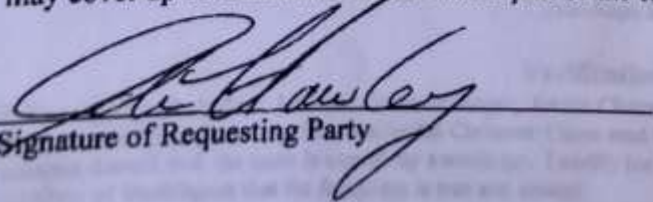
Assessor's Property Tax Parcel/Account Number: (MUST HAVE 15 DIGITS)

Property Tax Parcel ID is not yet assigned.

Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010 and RCW 65.04.047. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.


Signature of Requesting Party

Recording Requested By and When Recorded Mail To:

John S Hawley
512 Canyon Lakes Drive
Kennewick, WA 99337

MECHANICS LIEN

NOTICE IS HEREBY GIVEN that Claimant Construction Services of Washington, 512 Canyon Lakes Drive, Kennewick, WA 99337, (509) 987-2777, claims a lien for labor, service, equipment, or material under the laws of the State of Washington, RCW60.08 et seq, upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein. The work was furnished for the construction of those certain buildings, improvements, or structures, now upon that certain parcel of land situated in the County of Benton, State of Washington, said land described as follows:

STREET ADDRESS: 3706 W 42nd Ave, Kennewick, WA 99337 and/or

LEGAL DESCRIPTION: Section 15, Township 8, Range 29, Plat Subdivision, Canyon Lakes No. 10, Block 1, Lot 4

TAX PARCEL NUMBER: 1158930400011004

DATE WORK INITIATED: 5/15/2018 DATE WORK COMPLETED: 6/12/2019

The lien is claimed for the following labor, service, equipment or material furnished by the Claimant:

Upstairs- Retile bathroom, new carpet, repaint walls, refinish floors, general wall repair, trim.

Main Floor- Retile kitchen and office, repaint and repair walls, base and trim, ceiling repairs

Replace garage door openers, deck repairs, refinish wood Floors, refinish kitchen counters.

Walkout basement- carpet entire floor, and stairs, repaint all walls and repair walls and trim, Bathroom repairs, sheet rock back two rooms and replace studs and insulation.

Outside- Repair sprinkler system, replace and repair and fix landscaping, repair stucco,

Replace front driveway slabs, roof vent installation, soffit repair

Claimant is owed \$262,500 for work furnished to the work of improvement, after deducting all just credits and offsets, plus interest at the legal rate from the date of this lien. The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the work is:

Sharon R Brown

The name and address of the owner or reputed owner of the real property is:

Sharon R Brown, 3706 W 42nd Ave, Kennewick, WA 99337, 509-521-2245

Name of Claimant: Construction Services of Washington, Contractor Lic. #: CONSTSW822B3

Date: 6/13/2019

By:

Signature

JOHN S. HAWLEY - Owner.

Print Name & Authorized Capacity

Verification

I, the undersigned, declare: I am the Owner/manager, for the Claimant named in the foregoing claim of mechanics lien: I am authorized to make this verification for the Claimant: I have read the foregoing claim of mechanics lien and know the contents thereof, and the same is true of my knowledge. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Executed on June 13, 2019 at 11:06

Signature of Claimant

STATE OF WASHINGTONCOUNTY OF RAVON

I, John Hawley, the undersigned, being of lawful age and being first duly sworn upon oath, do state that I am the Claimant named herein, that I have read the foregoing Mechanics Lien, know the contents thereof, and I have knowledge of the facts, and certify that based thereupon, upon my information and belief the foregoing is true and correct, and that I believe them to be true.

Signature: John HawleySigned By: John Hawley

ACKNOWLEDGEMENT

I certify that I know or have satisfactory evidence that John Hawley is the person who appeared before me, and said person acknowledged that he/she signed this instruction, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Claimant, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument, and that the corporation does not have a seal. In Witness Whereof I have hereunto set my hand and affixed my official seal this day and year first above written.

Given under my hand and official seal this date: 6/14/19Notary Signature: Monica SmithPrint Notary Name: Monica SmithNOTARY PUBLIC in and for the State of WashingtonCommission Expires: 3/6/2021

PROOF OF SERVICE AFFIDAVIT

Failure to serve the Mechanics Lien and Notice of Mechanics Lien on the owner, or alternatively if the owner cannot be served on the lender or original contractor, shall cause the Mechanics Lien to be unenforceable as a matter of law (Civil Code Section 8416(e)). Service of the Mechanics Lien and Notice of Mechanics Lien must be by (1) registered mail, (2) certified mail, or (3) first-class mail evidenced by a certificate of mailing; postage prepaid, and to a residence or business address for the owner, lender or contractor. Further, a Proof of Service Affidavit (below) must be completed and signed by the person serving the Mechanics Lien and Notice of Mechanics Lien. This page should be completed (either one of the sections below) and recorded with the County Recorder along with the Mechanics Lien and Notice of Mechanics Lien.

AFFIDAVIT FOR SERVICE ON THE OWNER

I, **John Hawley** declare that I served a copy of this Mechanics Lien and Notice of Mechanics Lien by registered mail, certified mail, or first-class mail evidenced by a certificate of mailing, postage prepaid, addressed as follows to the owner(s) or reputed owner(s) of the property:

Person served: Sharon Brown

Capacity of person served: Homeowner

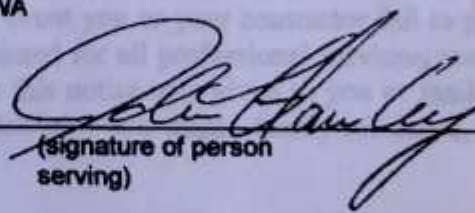
Service Address: 3706 W 42nd Ave., Kennewick, WA 99337

Said service address is the owner's residence, place of business, or address shown by the building permit on file with the permitting authority for the work or the address identified on the lenders trust deed.

Executed on June 13, 2019, at Kennewick, WA


By: _____

(signature of person
serving)



NOTICE TO OWNER
IMPORTANT: READ BOTH SIDES OF THIS NOTICE CAREFULLY
PROTECT YOURSELF FROM PAYING TWICE

To: Sharon Brown

Signature 

Date: 5/10/2018

Re: 3706 W 42nd Street, Kennewick, WA 99337

(Description of property: street address or general location)
From: CSW Construction Services of Washington

AT THE REQUEST OF: John Hawley

Name of person ordering their professional services, materials, or equipment.

THIS IS NOT A LIEN: This notice is sent to you to tell you who is providing professional services, materials, or equipment for the improvement of your property and to advise you of the rights of these persons and your responsibilities. Also take notice that laborers on your project may claim a lien without sending you a notice.

OWNER/OCCUPIER OF EXISTING RESIDENTIAL PROPERTY

Under Washington law, those who furnish labor, professional services, materials, or equipment for the repair, remodel, or alteration of you owner-occupied principal residence and who are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

The law limits the amount that a lien claimant can claim against your property. Claims may only be made against that portion of the contract price you have not yet paid to your prime contractor as of the time this notice was given to you or three days after this notice was mailed to you. Review page 2 of this notice for more information and ways to avoid lien claims.

COMMERCIAL AND/OR NEW RESIDENTIAL PROPERTY

We have or will be providing professional services, materials or equipment for the improvement of your commercial or new residential project. In the event you or your contractor fail to pay us, we may file a lien against your property. A lien may be claimed for all professional services, materials, or equipment furnished after a date that is sixty days before this notice was given to you or mailed to you, unless the improvement to you property is the construction of a new single-family residence, then ten days before this notice was given to you or mailed to you.

Sender: John Hawley - Construction Services of Washington

Address: 512 Canyon Lakes Dr, Kennewick, WA 99337

Telephone: 509-987-2777

Brief description of professional services, materials, or equipment provided or to be provided:
repair and replace flooring and carpet, restore flooring, repaint walls, base and trim repair sheetrock insulation were needed, fix and repair stucco, soffits and driveway and sprinkler system, on all floors of the house and outside of home. -Greater detail will be included in final budget

Important Information for your Protection

- This notice is sent to inform you that we have or will provide professional services, materials or equipment for the repair, remodel, or alteration of your property. We expect to be paid by the person who ordered our services, but if we are not paid, we have the right to enforce our claim by filing a construction lien against your property.
- **LEARN** more about the lien laws and the meaning of this notice by discussing them with our contractor, suppliers, Department of Labor and Industries, the firm sending you this notice, your lender, or your attorney.
- **COMMON METHODS TO AVOID CONSTRUCTION LIENS:**
There are several methods available to protect your property from construction liens. The following are two of the more commonly used methods.
 - **DUAL PAYCHECKS (Joint Checks):** When paying your contractor for services or materials, you may make checks payable jointly to the contractor and the firms furnishing you this notice.
 - **LIEN RELEASES:** You may require your contractor to provide lien releases signed by all the suppliers and subcontractors from whom you have received this notice. If they cannot obtain lien releases because you have not paid them, you may use the dual payee check method to protect yourself.
- **You should take appropriate steps to protect your property from liens.**
- **Your prime contractor and your construction lender are required by law to give you written information about lien claims. If you have not received it, ask them for it.**



Disclosure Statement Notice to Customers

Business Name: Construction Services of Washington

This contractor is registered with the state of Washington, registration no. 604187140
has posted with the state a bond or deposit of \$ 12000 for the purpose of satisfying claims
against the contractor for breach of contract including negligent or improper work in the conduct of the
contractor's business. The expiration date of this contractor's registration is 1/23/2020.

**THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM
THE WORK DONE UNDER YOUR CONTRACT.**

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The
bond or deposit is intended to pay valid claims up to \$ 12000 that you and other
customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated
period of time to provide protection to you and help insure that your project will be completed as required by
your contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor
or subcontractors is not paid, your property may be liened to payment and you could pay twice for the same
work.

**FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH
ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR
PROJECT.**

The contractor is required to provide you with further information about lien release documents if you request it.
General information is also available from the state Department of Labor and Industries.

I have received a copy of this disclosure statement.

Dated this 5 day of May of the year 2019.

Signature of Customer

The contractor must retain a signed copy of this disclosure statement in his or her files for a minimum of three years and
produce a signed or electronic signature copy of the disclosure statement to the department upon request.

For more information, please refer to RCW 18.27.114.

Please Return To:
Recording Requested By:
John Hawley
512 Canyon Lakes Dr
Kenneth, WA 99539

SPACE ABOVE FOR RECORDER'S USE

RELEASE OF LIEN CLAIM

John S. Hawley / CSW (GRANTEE)
Construction Services of WA
v. Sharon Brown (GRANTORS)

Notice is hereby given that I, John Hawley, authorized agent for claimant and Grantee of a lien, filed upon the following described Property:

LEGAL PROPERTY DESCRIPTION OF THE PROPERTY AGAINST WHICH A LIEN IS CLAIMED TO THE RIGHT. MUNICIPAL ADDRESS BELOW:

Township 8
Range 29
Section 15
Quarter

PLAT SUBDIVISION, CANYON LAKES, NO 10 BUEL 1054

TAX Parcel # -115893040001104

ADDRESS 3706 W 42ND AVE, KENNETH, WA 99539 APN#

do hereby request that the lien recorded in the office of the register of titles in Benton County, County, Washington, as document number 2019-015879, Page 3 on 6/14/2019 (date) at 11:32:40 (time) as against Grantors, be released.

In the State of Washington, County of Benton, on this 25 day of September, 2019, before me, undersigned Notary, personally came and appeared John S. Hawley, agent of Grantee, and acknowledged that this request to cancel the indicated instrument is the free and voluntary act of and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Notary Public

Signed: John Hawley
Agent of Grantee
Signed by John Hawley
Title Duxen



Time Line for Sharon Brown's Activities in Benton County

