

Respondent Name
Joshua Binda
Complainant Name
Conner Edwards
Complaint Description
Conner Edwards reported via the portal (Tue, 28 Jan 2025 at 10:04 AM) See attached complaint.
What impact does the alleged violation(s) have on the public?
See complaint. The PDC has an obligation to provide transparency to the voters by enforcing disclosure requirements. The agency's failure to actively monitor compliance with these requirements and enforce them damages both the public and members of the regulated community.
List of attached evidence or contact information where evidence may be found
See complaint and also PDC website.
List of potential witnesses with contact information to reach them
See complaint and also PDC website.
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.

12/17/2024

South Division

FILED

JUL 31 2023

SNO. CO. DISTRICT COURT
SOUTH DIVISIONSNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTONCREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,

NO. C22-1504

Plaintiff,

vs.

Joshua Binda,

JUDGMENT AND
ORDER FOR
GARNISHMENT
COSTS

Defendant(s),

City of Lynnwood

Garnishee.

Judgment Creditor: Credit Concepts of Washington, LLC
Attorney for Creditor: Jeffrey G. Yonek
Judgment Debtor: Joshua Binda

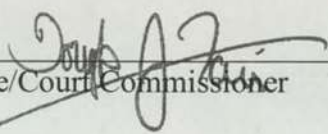
Garnishment Attorney Fees:	\$300.00
Amount of Taxable Costs:	<u>\$ 53.68</u>
Total Judgment:	\$353.68

THIS MATTER coming on duly and regularly for a hearing before the undersigned, it appearing that the above-named Garnishee has filed its answer alleging that no non-exempt funds were available for this writ. Defendant, however, was employed by garnishee therefore pursuant to RCW 6.27.250 (3) plaintiff is entitled to additional judgment against the defendant for its

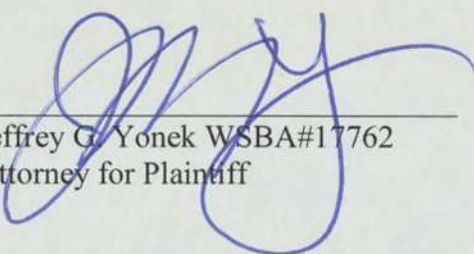
1
2 recoverable garnishment costs totaling \$353.68 for taxable costs and attorney fees of \$300.00,
3 and the Court being fully advised; now therefore it is hereby

4 **ORDERED, ADJUDGED AND DECREED**, that Plaintiff is awarded judgment
5 against Defendant for costs actually expended in this proceeding as follows: Writ issuance fee
6 of \$12.00, ex parte fee \$20.00, postage and mailing expenses of \$21.68, and attorney's fees of
\$300.00.

7 **DATED:** AUG 03 2023, 2023

8
9
10 
Judge/Court Commissioner

11 Presented by:

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13 
14 Jeffrey G. Yonek WSBA#17762
15 Attorney for Plaintiff
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FILED

JUL 31 2023

SNO. CO. DISTRICT COURT
SOUTH DIVISION

**SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON**

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,

NO. C22-1504

Plaintiff,

vs.
Joshua Binda,

Defendant(s),

MOTION FOR
JUDGMENT AND
ORDER FOR
GARNISHMENT
COSTS

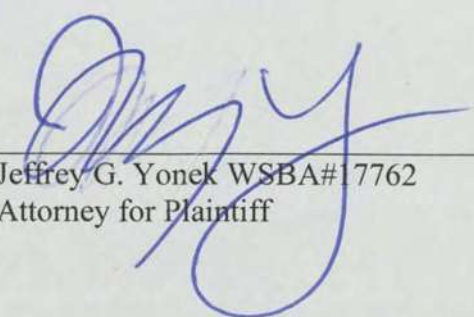
City of Lynnwood

Garnishee.

MOTION

COMES NOW the Plaintiff, by and through its attorney of record, and moves this Court for a judgment and order for garnishment costs. The motion is based upon the Declaration for costs, First and Second Answers of Garnishee, Declarations of Mailing, and Declaration of Military Service.

Dated:07/26/23



Jeffrey G. Yonek WSBA#17762
Attorney for Plaintiff

FILED

JUL 31 2023

SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION

COUNTY OF SNOHOMISH, STATE OF WASHINGTON

SNOHOMISH COUNTY DISTRICT COURT
SOUTH DIVISION

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,
Plaintiff,

NO. C22-1504

vs.

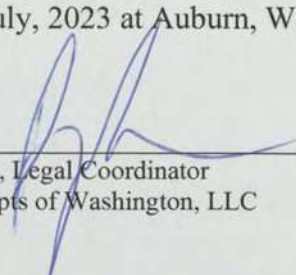
Joshua Binda, Defendant(s),

DECLARATION REGARDING
POST-JUDGMENT INTEREST

THE UNDERSIGNED, being placed under penalty of perjury under Washington laws, certifies and declares the following to be true and correct:

1. I am the Legal Accounts Coordinator for Credit Concepts of Washington, LLC and make this declaration based upon personal knowledge of the facts contained herein, and I am competent to testify to the matters herein.
2. Per Governor Inslee's Proclamation 20-49, no post-judgment interest was accrued between 4/14/20 and 5/27/20.
3. The garnishment order is dated May 3, 2023, and was issued after to the moratorium period ordered under Proclamation 20-49. This garnishment order held no funds.

CERTIFIED true and correct this 26th day of July, 2023 at Auburn, Washington.



Ryan Koroch, Legal Coordinator
Credit Concepts of Washington, LLC

FILED

JUL 31 2023

SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION

COUNTY OF SNOHOMISH, STATE OF WASHINGTON

SNOHOMISH COUNTY DISTRICT COURT
SOUTH DIVISION

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,

Plaintiff,

vs.

Joshua Binda,

Defendant(s),

NO. C22-1504

DECLARATION FOR COSTS

The undersigned, first being duly sworn on oath, deposes and says

4. I am a Legal Coordinator for Credit Concepts of Washington, LLC and make this declaration based upon personal knowledge of the facts contained herein, and I am competent to testify to the matters herein.
5. The following is an accurate accounting of postal costs incurred related to the garnishment of said Defendant(s).

1st Answer

Garnishee Certified:	\$ 7.75
SASE to Credit Concepts:	\$.60
Defendant(s) Certified:	\$ 7.09
Court:	\$ 1.42
SASE to Credit Concepts	\$.60

1 **2nd Answer**

2 Garnishee Certified \$.60
3 SASE to Credit Concepts: \$.60

4 **JOA:**

5 Court: \$ 1.82
6 SASE to Credit Concepts \$.60
7 Garnishee: \$.60

8 **TOTAL:** **\$21.68**

9 I certify under penalty of perjury under the laws of the State of Washington that the
10 foregoing is true and correct.

11 **CERTIFIED** true and correct this 26th day of July, 2023 at Auburn, Washington.

12 _____
13 Ryan Koroeh, Legal Coordinator
14 Credit Concepts of Washington, LLC.
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RECEIVED

JUN 28 2023

PAYROLL

SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,

Plaintiff,

vs.
Joshua Binda,

Defendant(s),

City of Lynnwood

Garnishee.

NO. C22-1504

SECOND ANSWER TO WRIT
OF GARNISHMENT FOR
CONTINUING LIEN ON
EARNINGS

Defendant: Joshua Binda

Answer the second page of this form with respect to the total amount of earnings withheld under this garnishment, including the amount, if any, stated in your first answer.

AMOUNT DUE AND OWING STATED ON FIRST ANSWER: \$ 0.00

AMOUNT ACCRUED SINCE FIRST ANSWER: +\$ 0.00

TOTAL AMOUNT WITHHELD DURING 60 DAY PERIOD: =\$ 0.00

1 This writ attaches a maximum of twenty percent (20%) of the defendant's disposable earnings
2 (that is, compensation payable for personal services, whether called wages, salary,
3 commission, bonus, or otherwise, and including periodic payments pursuant to a
nongovernmental pension or retirement program). Calculate the attachable amount as follows:

4 Gross Earnings for 60 day calculation pay period: \$ 3,000.00 (1)

5 Less deductions required by law (social security, federal withholding
6 tax, etc. Do not include deductions for child support orders or
7 government liens here. Deduct child support orders and liens on line 7): \$ 324.79 (2)

8 Disposable Earnings (subtract line 2 from line 1): \$ 2,675.21 (3)

9 Enter 80 % (percent) of line 3 \$ 2,137.73 (4)

10 Enter one of the following exempt amounts*: \$ 5,509.00 (5)
11 (x's pay periods)(5)

12 * Multiply the preceding amount by the number of pay periods and/or fraction thereof your
13 answer covers. If you use a pay period not shown, prorate the monthly exempt amount.

14 If paid: Weekly \$550.90 x8 Semi-monthly \$1,193.62 x4
15 Bi-weekly \$1,101.80 x4 or 5 Monthly \$2,387.24 x2

16 Subtract the larger of lines 4 and 5 from line 3: \$ <2,833.79> (6)

17 Enter total amount (if any) withheld during the 60 day calculation period
18 for on-going liens such as child support or current garnishments: \$.00 (7)

19 Subtract line 7 from line 6. This amount must be held out for
20 the plaintiff for the 60 day pay period: \$ <2,833.79> (8)

1 An attorney may answer for the garnishee.

2
3 **UNDER PENALTY OF PERJURY**, I affirm that I have examined this **SECOND**
4 **ANSWER TO WRIT OF GARNISHMENT FOR CONTINUING LIEN ON EARNINGS**,
5 including accompanying schedules, if any, and to the best of my knowledge and belief, it is true,
6 correct, and complete.

7 **EMPLOYEE NO LONGER EMPLOYED AS OF:** _____

8 Sallyann Layton _____
9 Signature of Person Answering for Garnishee Connection with Garnishee

10
11 19100 44th AVE W
12 Lynnwood WA 98036 425-670-5151
13 Address of Garnishee Phone Number of Garnishee

14
15 Dated: 07/13/2

16 **PLEASE FILL OUT THIS DOCUMENT IN ITS ENTIRETY; THE COURT WILL**
17 **NOT ACCEPT BLANK ENTRIES.**

18 **YOU MAY ATTACH YOUR OWN CALCULATION DOCUMENT INSTEAD OF THE**
19 **SECOND PAGE WORKSHEET.**

20 Did not earn enough for deduction.

RECEIVED

MAY 08 2023

PAYROLL

SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

CREDIT CONCEPTS OF WASHINGTON, LLC, a
Washington limited liability company,

Plaintiff,

NO. C22-1504

vs.

Joshua Binda,

Defendant(s),

FIRST ANSWER TO WRIT
OF GARNISHMENT FOR
CONTINUING LIEN ON
EARNINGS

City of Lynnwood

Garnishee.

SECTION I. On the date the Writ of Garnishment was issued as indicated by the date appearing on the last page of the writ

(A) The Defendant(s) (check one) ☒ was ☐ was not employed by Garnishee. If not employed and you have no possession or control of any funds of Defendant(s), indicate the last day of employment; and complete section III of this answer and mail or deliver the forms as directed in the writ;

(B) The Defendant(s) (check one) ☐ did ☒ did not maintain a financial account with Garnishee; and

(C) The Garnishee (check one) ☒ did ☐ did not have possession of or control over any funds, personal property, or effects of the Defendant(s). (List all of Defendant(s) personal property or effects in your possession or control on the bottom of the last page of this answer form or attach a schedule if necessary.)

ANSWER: I am presently holding the Defendant(s) nonexempt earnings under a previous writ served on NA (date) that will terminate not later than NA (date).

Withhold from Defendant(s) future nonexempt earnings as directed in the writ. Answer this entire form and mail or deliver the forms as directed in the writ. A second set of answer forms will be forwarded to you later for subsequently withheld earnings.

SECTION II.

This writ attaches a maximum of twenty percent (20%) of the Defendant(s) disposable earnings (that is, compensation payable for personal services, whether called wages, salary, commission, bonus, or otherwise, and including periodic payments pursuant to a nongovernmental pension or retirement program). Calculate the attachable amount as follows:

05.03.23
1860541-1
203

Jeffrey G. Yonek - Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313 Office
(206) 242-1333 FAX

1 Gross Earnings:

\$ 825⁰⁰ (1)

2 Less deductions required by law (social security, federal withholding tax, etc. Do not include
3 deductions for child support orders or government liens here. Deduct child support orders and liens on
4 line 7):

\$ 93.70 (2)

5 Disposable Earnings (subtract line 2 from line 1):

\$ 731.30 (3)

6 Enter 80 % (percent) of line 3

\$ 585.04 (4)

7 Enter one of the following exempt amounts*:

\$ 1,101.80 (5)

8 If paid: (Weekly \$550.90) (Bi-weekly \$1,101.80) (Semi-monthly \$1,193.62) (Monthly \$2,387.24)

9 *These are minimum exempt amounts that the Defendant(s) must be paid. If you use a pay period not
10 shown, prorate the monthly exempt amount.

11 Subtract the larger of lines 4 and 5 from line 3:

\$ <370.50> (6)

12 Enter amount (if any) withheld from this paycheck for on-going liens such as child support or current
13 garnishments:

\$ 0.00 (7)

14 Subtract line 7 from line 6. This amount must be held out for the Plaintiff: \$ <370.50> (8)

15 This is the formula that you will use for withholding each pay period over the required sixty-day
16 garnishment period. Deduct any allowable processing fee you may charge from the amount that is to be
17 paid to the Defendant(s). If there is any uncertainty about your answer give an explanation on the last
18 page or on an attached page.

19 **SECTION III.** An attorney may answer for the Garnishee.

20 Under penalty of perjury, I affirm that I have examined this answer, including accompanying schedules,
21 and to the best of my knowledge and belief it is true, correct, and complete.

22 Sallyann Geiger
23 Signature of person answering for Garnishee

Snr Finance Tech - Payroll
Connection with Garnishee

24 Sallyann Geiger
25 Print name

05/18/2023
Date

425-670-5151
Phone Number

19100 44th Ave W
Lynden WA 98036
Address of Garnishee

05.03.23
1860541-1
203

Jeffrey G. Yonek - Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313 Office
(206) 242-1333 FAX

FILED

JUL 31 2023

SNO. CO. DISTRICT COURT
SOUTH DIVISION

SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,

NO. C22-1504

Plaintiff,

DECLARATION OF MAILING

vs.

Joshua Binda,

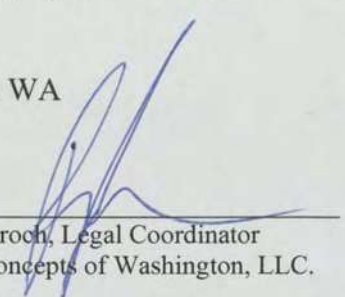
Defendant(s),

The undersigned, being first duly sworn, on oath, states:

That on May 3, 2023, plaintiff deposited in the mails of the United States of America a properly stamped postage prepaid and addressed envelope directed to the last known address for Joshua Binda at 20409 68th Ave W #H302 Lynnwood, WA 98036 and containing a copy of the Application for Writ of Garnishment, Writ for Continuing Lien on Earnings, Notice of Garnishment & Rights, and Exemption Claim.

Certified true and correct under penalty of perjury under the laws of the State of Washington.

Dated this 26th day of July, 2023 at Auburn, WA



Ryan Koroch, Legal Coordinator
Credit Concepts of Washington, LLC.

Declaration of Mailing

Jeffrey G. Yonek
Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313
(206) 242-1333 fax



**CREDIT
CONCEPTS**

2326 Auburn Way North
Auburn, WA 98002

ADDRESS SERVICE REQUESTED

CERTIFIED MAIL™



9214 8969 0099 9790 1213 6316 51



FP [®] **US POSTAGE**
\$006.85²

First-Class - MM

ZIP 98002

05/03/2023

034A 0081801117

5

Joshua Binda

20409 68th Ave W #H302

Lynnwood, WA 98036

6

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Date Produced: 05/08/2023

CREDIT CONCEPTS OF WASHINGTON, LLC:

The following is the delivery information for Certified Mail™/RRE item number 9214 8969 0099 9790 1213 6316 51. Our records indicate that this item was delivered on 05/06/2023 at 10:23 a.m. in LYNNWOOD, WA 98036. The scanned image of the recipient information is provided below.

Signature of Recipient :

J B I N D A
J B I N D A

Address of Recipient :

20405 68
+132

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: Joshua Binda Lynnwood

FILED

JUL 31 2023

SNO. CO. DISTRICT COURT
SOUTH DIVISION

**SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON**

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,
Plaintiff,

vs.
Joshua Binda,

Defendant(s),

NO. C22-1504

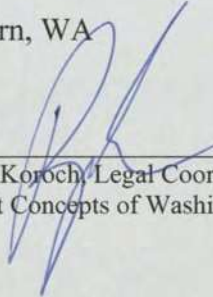
DECLARATION OF MAILING

The undersigned, being first duly sworn, on oath, states:

That on May 3, 2023, plaintiff deposited in the mails of the United States of America a properly stamped postage prepaid and addressed envelope directed to City of Lynnwood 19100 44th Ave W. Lynnwood, WA 98036 and containing a copy of the Application for Writ of Garnishment, Writ for Continuing Lien on Earnings, the First Answer to Writ of Garn for Continuing Lien on Earnings.

Certified true and correct under penalty of perjury under the laws of the State of Washington.

Dated this 26th day of July, 2023 at Auburn, WA

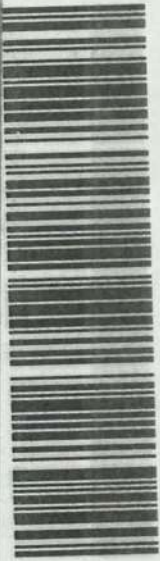


Ryan Koroch, Legal Coordinator
Credit Concepts of Washington, LLC.

Declaration of Mailing

Jeffrey G. Yonek
Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313
(206) 242-1333 fax

Department
Concepts of Washington, LLC
Suburn Way N
1, WA 98002



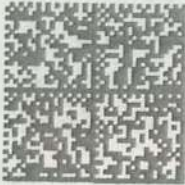
9214 8969 0099 9790 1213 6314 60

FP [®] US POSTAGE
\$007.75

First-Class - MM
ZIP 98002

05/03/2023

034A 0081801117



City of Lynnwood
Attn: Payroll
19100 44th Ave W
Lynnwood, WA 98036



Date Produced: 05/15/2023

CREDIT CONCEPTS OF WASHINGTON, LLC:

The following is the delivery information for Certified Mail™/RRE item number 9214 8969 0099 9790 1213 6314 60. Our records indicate that this item was delivered on 05/08/2023 at 10:16 a.m. in LYNNWOOD, WA 98036. The scanned image of the recipient information is provided below.

Signature of Recipient :

Delivery Section
no [Signature]
Ronn E Johnson

Address of Recipient :

19100 44th

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number:

City of Lynnwood Attn Payrol

FILED

JUL 31 2023

SNO. CO. DISTRICT COURT
SOUTH DIVISION

**SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON**

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,
Plaintiff,

vs.
Joshua Binda,

Defendant(s),

NO. C22-1504

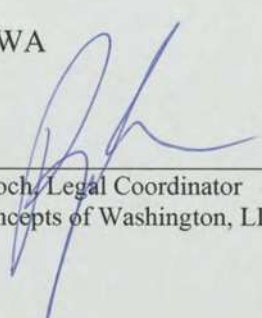
DECLARATION OF MAILING

The undersigned, being first duly sworn, on oath, states:

That on June 22, 2023, plaintiff deposited in the mails of the United States of America a properly stamped postage prepaid and addressed envelope directed to City of Lynnwood 19100 44th Ave W. Lynnwood, WA 98036 and containing the Second Answer to Writ of Garn for Continuing Lien on Earnings.

Certified true and correct under penalty of perjury under the laws of the State of Washington.

Dated this 26th day of July, 2023 at Auburn, WA



Ryan Koroch, Legal Coordinator
Credit Concepts of Washington, LLC

Declaration of Mailing

Jeffrey G. Yonek
Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313
(206) 242-1333 fax



**CREDIT
CONCEPTS**

2326 Auburn Way North
Auburn, WA 98002

ADDRESS SERVICE REQUESTED

5 City of Lynnwood
6 Attention: Human Resources
7 19100 44th Ave W
Lynnwood, WA 98036



FP **US POSTAGE**
\$000.60⁹

First-Class Mail
ZIP 98002

06/22/2023
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FILED

JUL 31 2023

SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,

NO. C22-1504

Plaintiff,

vs.

Joshua Binda,

Defendant(s),

PLAINTIFF'S
DECLARATION
REGARDING MILITARY
SERVICE OF
DEFENDANT(S)

The undersigned certifying the following to be true and correct under penalty of perjury, under the laws of the State of Washington, deposes and says:

On July 26, 2023 the DMDC Military Verification web site, which is hosted by the Director of the Department of Defense Human Resources Activity Defense Manpower Data Center (DMDC), was accessed. According to the information obtained from the DMDC Verification web site, the defendant(s) are not active member(s) of the military service or "dependents" of service members or a national guard member under a call to service authorized by the governor of the state of Washington. A true and correct copy of this report is attached hereto and incorporated herewith.

I am over the age of 18; I make these statements on personal knowledge unless indicated to the contrary; and I am competent to testify to the matters herein.

DATED at Auburn, Washington this 26th day of July, 2023.

RYAN KOROCH, LEGAL COORDINATOR
CREDIT CONCEPTS OF WASHINGTON, LLC

Declaration of Mailing

Jeffrey G. Yonek
Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313
(206) 242-1333 fax



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-5997
Birth Date: Nov-XX-1999
Last Name: BINDA
First Name: JOSHUA
Middle Name:
Status As Of: Jul-26-2023
Certificate ID: 73R6YJHC1HP28L3

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Sam Yousefzadeh

Sam Yousefzadeh, Acting Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Alexandria, VA 22350

FILED

MAY 08 2023

SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

Snohomish County District Court
South Division

CREDIT CONCEPTS OF WASHINGTON, LLC, a
Washington limited liability company, Plaintiff,

NO. C22-1504

vs.

Joshua Binda,

Defendant(s),

APPLICATION FOR
WRIT OF GARNISHMENT

City of Lynnwood,
Garnishee.

COMES NOW the Plaintiff and makes application to the Court for a Writ of Garnishment on the grounds that a Judgment has been obtained and not satisfied. The application is based upon the following declaration.

Dated this 3rd day of May, 2023

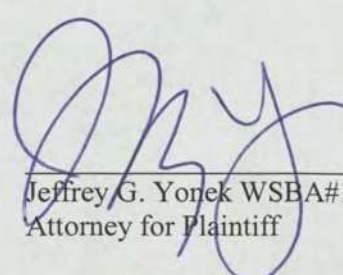

Jeffrey G. Yonek WSBA #17762
Attorney for Plaintiff

Jeffrey G. Yonek declares as follows:

1. I am the attorney for the Plaintiff.
2. On November 18, 2022, Plaintiff obtained judgment against the Defendant(s) in the amount of \$3,760.84.
3. This Judgment remains unsatisfied in the amount \$4,113.75. I believe that the Garnishee, City of Lynnwood, has possession or control of personal property or effects belonging to the Defendant(s) which are not exempted from garnishment by any State or Federal law.

I declare, under penalty of perjury, under the laws of the State of Washington that the foregoing is true and correct.

Dated this 3rd day of May, 2023 at Auburn, WA


Jeffrey G. Yonek WSBA#17762
Attorney for Plaintiff

05.03.23
1860541-1
203

Jeffrey G. Yonek - Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313 Office
(206) 242-1333 FAX

FILED

MAY 08 2023

Snohomish County District Court
South Division

SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

CREDIT CONCEPTS OF WASHINGTON, LLC, a
Washington limited liability company,

Plaintiff,

vs.
Joshua Binda,

Defendant(s),

City of Lynnwood,

Garnishee,

NO. C22-1504

WRIT OF GARNISHMENT
FOR CONTINUING LIEN ON
EARNINGS

[x] This garnishment is based on a
judgment or order for

[] child support

[] private student loan debt

[x] consumer debt

STATE OF WASHINGTON TO: City of Lynnwood, Garnishee

AND TO: Joshua Binda, Defendant(s)

The above-named Plaintiff has applied for a Writ of Garnishment against you, claiming that the above-named Defendant(s) is indebted to Plaintiff and that the amount to be held to satisfy the indebtedness is \$5,470.93 consisting of:

Balance of Judgment or Amount of Claim: \$4,113.75

Interest under Judgment from 11/18/22 to 05/03/23: \$1,003.50

Per Day Rate of Estimated Interest: \$ 3.37 per day

Estimated Garnishment Costs:

Filing and Ex Parte Fee: \$ 32.00

Service and Affidavit Fee: \$ 0.00

Postage and Costs of Certified Mail: \$ 21.68

Answer Fee or Fees \$ 0.00

Garnishment Attorney Fees: \$300.00

Other: \$ 0.00

Subtotal, Estimated Costs: \$ 353.68

Less payments: \$ due from prev writ

TOTAL THIS WRIT: \$5,470.93

05.03.23
1860541-1
203

Jeffrey G. Yonek –Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313 Office
(206) 242-1333 FAX

1
2
3 THIS IS A WRIT FOR A CONTINUING LIEN. THE GARNISHEE SHALL HOLD the nonexempt
4 portion of the Defendant(s) earnings due at the time of service of this writ and shall also hold the
5 Defendant(s) nonexempt earnings that accrue through the last payroll ending on or before SIXTY days
6 after the date of service of this writ. HOWEVER, IF THE GARNISHEE IS PRESENTLY HOLDING
7 THE NONEXEMPT PORTION OF THE DEFENDANT(S) EARNINGS UNDER A PREVIOUSLY
8 SERVED WRIT FOR A CONTINUING LIEN, THE GARNISHEE SHALL HOLD UNDER THIS WRIT
9 only the Defendant(s) nonexempt earnings that accrue from the date the previously served writ or writs
10 terminate and through the last payroll period ending on or before sixty days after the date of termination
11 of the previous writ or writs. In either case, the Garnishee shall stop withholding when the sum withheld
12 equals the amounts stated in this Writ of Garnishment.

13
14 YOU ARE HEREBY COMMANDED, unless otherwise directed by the court, by the attorney of record for
15 the Plaintiff, or by this writ, not to pay any debt, whether earnings subject to this garnishment or any other
16 debt, owed to the Defendant(s) at the time this writ was served and not to deliver, sell, or transfer, or
17 recognize any sale or transfer of, any personal property or effects of the Defendant(s) in your possession or
18 control at the time this writ was served. Any such payment, delivery, sale, or transfer is void to the extent
19 necessary to satisfy the Plaintiff's claim and costs for this writ with interest.

20
21 YOU ARE FURTHER COMMANDED to answer this writ according to the instructions in this writ and in
22 the answer forms and, within 20 days after the service of the writ upon you, to mail or deliver the original
23 of such answer to the court, one copy to the Plaintiff or the Plaintiff's attorney, and one copy to the
24 Defendant(s) at the addresses listed at the bottom of this writ.

25
26 If, at the time this writ was served, you owed the Defendant(s) any earnings (that is wages, salary,
27 commission, bonus, tips, or other compensation for personal services or any periodic payments pursuant to
28 a non-governmental pension or retirement program), the Defendant(s) is entitled to receive amounts that
29 are exempt from garnishment under federal and state law. You must pay the exempt amounts to the
30 Defendant(s) on the day you would customarily pay the compensation or other periodic payment. As more
31 fully explained in the answer, the basic exempt amount is the greater of 75 percent of disposable earnings
32 or a minimum amount determined by reference to the employee's pay period, to be calculated as provided
33 in the answer. However, if this writ carries a statement in the heading of "This garnishment is based on a
34 judgment or order for child support," the basic exempt amount is 50% of disposable earnings; and if this
35 writ carries a statement in the heading of "this garnishment is based on a judgment or order for private
36 student loan debt," the basic exempt amount is the greater of 85% of disposable earnings, or 50 times the
37 minimum hourly wage of the highest minimum wage law in the state at the time the earnings are payable;
38 and if this writ carries a statement in the heading of "This garnishment is based on a judgment or order for
39 consumer debt," the basic exempt amount is the greater of 80% of disposable earnings or 35 times the state
40 minimum hourly wage.

41
42 YOU MAY DEDUCT A PROCESSING FEE FROM THE REMAINDER OF THE EMPLOYEE'S
43 EARNINGS AFTER WITHHOLDING UNDER THIS WRIT. THE PROCESSING FEE MAY NOT
44 EXCEED TWENTY DOLLARS FOR THE FIRST ANSWER AND TEN DOLLARS AT THE TIME
45 YOU SUBMIT THE SECOND ANSWER.

05.03.23
1860541-1
203

Jeffrey G. Yonek -Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313 Office
(206) 242-1333 FAX

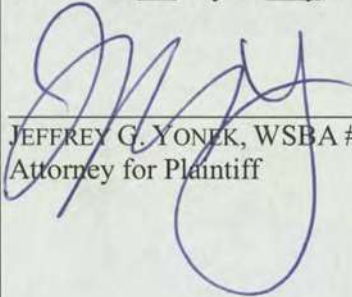
1 If you owe the Defendant(s) a debt payable in money in excess of the amount set forth in the first paragraph
2 of this writ, hold only the amount set forth in the first paragraph and any processing fee, if one is charged,
3 and release all additional funds or property to Defendant(s).

4 **If you fail to answer this writ as commanded, a JUDGMENT may be entered against you for the**
5 **full amount of the Plaintiff's claim against the Defendant(s) with accruing interest, attorney fees**
6 **and costs whether or not you owe anything to the Defendant(s).** If you properly answer this writ, any
7 judgment against you will not exceed the amount of any nonexempt debt or the value of any nonexempt
8 property or effects in your possession or control.

9 Judgment may also be entered against the Defendant(s) for costs and fees incurred by the Plaintiff.

10 This writ is issued by the undersigned attorney of record for Plaintiff under the authority of Chapter 6.27
11 of the Revised Code of Washington, and must be complied with in the same manner as a writ issued by
12 the clerk of the court.

13 Dated this 3rd day of May, 2023

14 
15 _____
16 JEFFREY G. YONEK, WSBA # 17762
17 Attorney for Plaintiff

18 STATEMENT TO GARNISHEE

19 Plaintiff provides the following information, if known, concerning the Defendant(s), to assist you in
20 identifying the Defendant(s). If the following information is incomplete or inaccurate, you are not
21 relieved of your obligation to comply with the terms of the Writ of Garnishment.

- 22 a) Employee Name: Joshua Binda
23 b) Residence Address: 20409 68th Ave W #H302 Lynnwood, WA 98036
24 c) Social Security Number: xxx-xx-5997

25 MAILING ADDRESSES TO SUBMIT FIRST ANSWER TO WRIT OF GARNISHMENT

Plaintiff: Credit Concepts of Washington, LLC 2326 AUBURN WAY N AUBURN, WA 98002

Address of the Clerk of the Court: 20520 68th Ave W, Lynnwood, WA 98036

05.03.23
1860541-1
203

Jeffrey G. Yonek –Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313 Office
(206) 242-1333 FAX

FILED

APR 24 2023

SNO. CO. DISTRICT COURT
SOUTH DIVISION

SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,

NO. C22-1504

Plaintiff,

vs.
Joshua Binda,

Defendant(s),

JUDGMENT AND
ORDER FOR
GARNISHMENT
COSTS

City of Lynnwood

Garnishee.

Judgment Creditor: Credit Concepts of Washington, LLC
Attorney for Creditor: Jeffrey G. Yonek
Judgment Debtor: Joshua Binda

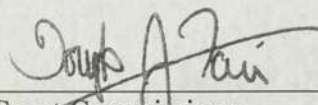
Garnishment Attorney Fees:	\$300.00
Amount of Taxable Costs:	<u>\$ 52.91</u>
Total Judgment:	\$352.91

THIS MATTER coming on duly and regularly for a hearing before the undersigned, it appearing that the above-named Garnishee has filed its answer alleging that no non-exempt funds were available for this writ. Defendant, however, was employed by garnishee therefore pursuant to RCW 6.27.250 (3) plaintiff is entitled to additional judgment against the defendant for its

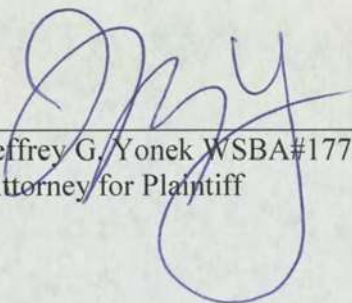
1
2 recoverable garnishment costs totaling \$352.91 for taxable costs and attorney fees of \$300.00,
3 and the Court being fully advised; now therefore it is hereby

4 **ORDERED, ADJUDGED AND DECREED**, that Plaintiff is awarded judgment
5 against Defendant for costs actually expended in this proceeding as follows: Writ issuance fee
6 of \$12.00, ex parte fee \$20.00, postage and mailing expenses of \$20.91, and attorney's fees of
\$300.00.

7
8 **DATED:** APR 25 2023, 2023

9
10 
Judge/Court Commissioner

11 Presented by:

12
13 
14 Jeffrey G. Yonek WSBA#17762
15 Attorney for Plaintiff
16
17
18
19
20
21
22
23

24 Garn date: 01.11.23
1860541-1 (203)
25

1
2
3 **SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION**
4 **COUNTY OF SNOHOMISH, STATE OF WASHINGTON**

FILED

APR 24 2023

SNO. CO. DISTRICT COURT
SOUTH DIVISION

5
6
7 CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,

NO. C22-1504

8 Plaintiff,

9 vs.
Joshua Binda,

10 Defendant(s),

MOTION FOR
JUDGMENT AND
ORDER FOR
GARNISHMENT
COSTS

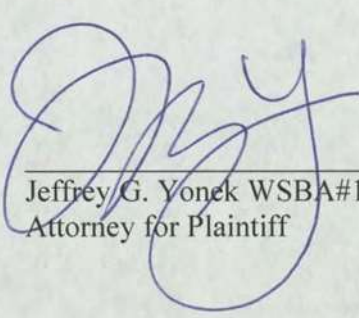
11 City of Lynnwood

12 Garnishee.

13
14 **MOTION**

15 **COMES NOW** the Plaintiff, by and through its attorney of record, and moves this Court
16 for a judgment and order for garnishment costs. The motion is based upon the Declaration for
17 costs, First and Second Answers of Garnishee, Declarations of Mailing, and Declaration of
18 Military Service.

19 Dated:04/19/23

20
21 
22 Jeffrey G. Yonek WSBA#17762
23 Attorney for Plaintiff
24
25

1
2
3 **SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION**
4 **COUNTY OF SNOHOMISH, STATE OF WASHINGTON**

FILED

APR 24 2023

5 CREDIT CONCEPTS OF WASHINGTON,
6 LLC, a Washington limited liability company,
Plaintiff,

NO. C22-1504

SNO. CO. DISTRICT COURT
SOUTH DIVISION

7 vs.

Joshua Binda,

Defendant(s),

DECLARATION REGARDING
POST-JUDGMENT INTEREST

8
9 **THE UNDERSIGNED**, being placed under penalty of perjury under Washington
10 laws, certifies and declares the following to be true and correct:

- 11 1. I am the Legal Accounts Coordinator for Credit Concepts of Washington, LLC and make
12 this declaration based upon personal knowledge of the facts contained herein, and I am
13 competent to testify to the matters herein.
14 2. Per Governor Inslee's Proclamation 20-49, no post-judgment interest was accrued between
15 4/14/20 and 5/27/20.
16 3. The garnishment order is dated January 11, 2023, and was issued after to the moratorium
17 period ordered under Proclamation 20-49. This garnishment order held no funds.

18 **CERTIFIED** true and correct this 19th day of April, 2023 at Auburn, Washington.

19
20 _____
Ryan Koroch, Legal Coordinator
Credit Concepts of Washington, LLC
21
22
23
24
25

1
2 **SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION**
3 **COUNTY OF SNOHOMISH, STATE OF WASHINGTON**
4

FILED

APR 24 2023

SNO. CO. DISTRICT COURT
SOUTH DIVISION

5 CREDIT CONCEPTS OF WASHINGTON,
6 LLC, a Washington limited liability company,

NO. C22-1504

7 Plaintiff,

DECLARATION FOR COSTS

8 vs.

9 Joshua Binda,

Defendant(s),
10

11 **The undersigned**, first being duly sworn on oath, deposes and says
12

- 13 4. I am a Legal Coordinator for Credit Concepts of Washington, LLC and make this
14 declaration based upon personal knowledge of the facts contained herein, and I am
15 competent to testify to the matters herein.
16 5. The following is an accurate accounting of postal costs incurred related to the garnishment
of said Defendant(s).

17 **1st Answer**

18 Garnishee Certified: \$ 7.44
19 SASE to Credit Concepts: \$.57
20 Defendant(s) Certified: \$ 6.81
Court: \$ 1.42
SASE to Credit Concepts \$.57
21
22
23
24
25

2nd Answer

Garnishee Certified	\$.57
SASE to Credit Concepts:	\$.57

JOA:

Court:	\$ 1.82
SASE to Credit Concepts	\$.57

Garnishee:	\$.57
------------	--------

<u>TOTAL:</u>	\$20.91
----------------------	----------------

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

CERTIFIED true and correct this 19th day of April, 2023 at Auburn, Washington.

Ryan Koroeh, Legal Coordinator
Credit Concepts of Washington, LLC.

RECEIVED

MAR 16 2023

PAYROLL

SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

FILED

APR 24 2023

SNO. CO. DISTRICT COURT
SOUTH DIVISION

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,

NO. C22-1504

Plaintiff,

vs.
Joshua Binda,

SECOND ANSWER TO WRIT
OF GARNISHMENT FOR
CONTINUING LIEN ON
EARNINGS

Defendant(s),

City of Lynnwood

Garnishee.

Defendant: Joshua Binda

Answer the second page of this form with respect to the total amount of earnings
withheld under this garnishment, including the amount, if any, stated in your first answer.

AMOUNT DUE AND OWING STATED ON FIRST ANSWER: \$.00

AMOUNT ACCRUED SINCE FIRST ANSWER: +\$.00

TOTAL AMOUNT WITHHELD DURING 60 DAY PERIOD: =\$.00

✓

1 This writ attaches a maximum of twenty percent (20%) of the defendant's disposable earnings
2 (that is, compensation payable for personal services, whether called wages, salary,
3 commission, bonus, or otherwise, and including periodic payments pursuant to a
nongovernmental pension or retirement program). Calculate the attachable amount as follows:

4 Gross Earnings for 60 day calculation pay period: \$ 4,125.00 (1)

5 Less deductions required by law (social security, federal withholding
6 tax, etc. Do not include deductions for child support orders or
7 government liens here. Deduct child support orders and liens on line 7): \$ 464.50 (2)

8 Disposable Earnings (subtract line 2 from line 1): \$ 3,660.50 (3)

9 Enter 80 % (percent) of line 3 \$ 2,928.40 (4)

10 Enter one of the following exempt amounts*: \$ 5,509.00 (5)
11 (x's pay periods)

12 * Multiply the preceding amount by the number of pay periods and/or fraction thereof your
13 answer covers. If you use a pay period not shown, prorate the monthly exempt amount.

14 If paid: Weekly \$550.90 x8 Semi-monthly \$1,193.62 x4
15 Bi-weekly \$1,101.80 x4 or 5 Monthly \$2,387.24 x2

16 Subtract the larger of lines 4 and 5 from line 3: \$ <1,848.50> (6)

17 Enter total amount (if any) withheld during the 60 day calculation period
18 for on-going liens such as child support or current garnishments: \$.00 (7)

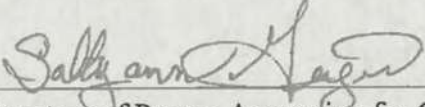
19 Subtract line 7 from line 6. This amount must be held out for ✓
20 the plaintiff for the 60 day pay period: \$ <1,848.50> (8)

21
22 Did not make enough
23 to take garnishment
24 *gal*

1 An attorney may answer for the garnishee.

2
3 UNDER PENALTY OF PERJURY, I affirm that I have examined this SECOND
4 ANSWER TO WRIT OF GARNISHMENT FOR CONTINUING LIEN ON EARNINGS,
5 including accompanying schedules, if any, and to the best of my knowledge and belief, it is true,
6 correct, and complete.

7 EMPLOYEE NO LONGER EMPLOYED AS OF: _____

8 
9 Signature of Person Answering for Garnishee

_____ Connection with Garnishee

10
11 19100 44th AVE W
12 Lynnwood WA 98036
13 Address of Garnishee

425-670-5151
Phone Number of Garnishee

14
15 Dated: 03/31/2023

16 PLEASE FILL OUT THIS DOCUMENT IN ITS ENTIRETY; THE COURT WILL
17 NOT ACCEPT BLANK ENTRIES.

18 YOU MAY ATTACH YOUR OWN CALCULATION DOCUMENT INSTEAD OF THE
19 SECOND PAGE WORKSHEET.

SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

FILED

APR 24 2023

SNO. CO. DISTRICT COURT
SOUTH DIVISION

CREDIT CONCEPTS OF WASHINGTON, LLC, a
Washington limited liability company,

Plaintiff,

NO. C22-1504

vs.

Joshua Binda,

Defendant(s),

FIRST ANSWER TO WRIT
OF GARNISHMENT FOR
CONTINUING LIEN ON
EARNINGS

City of Lynnwood

Garnishee.

SECTION I. On the date the Writ of Garnishment was issued as indicated by the date appearing on the last page of the writ

(A) The Defendant(s) (check one) ☒ was ☐ was not employed by Garnishee. If not employed and you have no possession or control of any funds of Defendant(s), indicate the last day of employment; and complete section III of this answer and mail or deliver the forms as directed in the writ;

(B) The Defendant(s) (check one) ☐ did ☒ did not maintain a financial account with Garnishee; and

(C) The Garnishee (check one) ☐ did ☒ did not have possession of or control over any funds, personal property, or effects of the Defendant(s). (List all of Defendant(s) personal property or effects in your possession or control on the bottom of the last page of this answer form or attach a schedule if necessary.)

ANSWER: I am presently holding the Defendant(s) nonexempt earnings under a previous writ served on NA (date) that will terminate not later than NA (date).
Withhold from Defendant(s) future nonexempt earnings as directed in the writ. Answer this entire form and mail or deliver the forms as directed in the writ. A second set of answer forms will be forwarded to you later for subsequently withheld earnings.

SECTION II.

This writ attaches a maximum of twenty percent (20%) of the Defendant(s) disposable earnings (that is, compensation payable for personal services, whether called wages, salary, commission, bonus, or otherwise, and including periodic payments pursuant to a nongovernmental pension or retirement program). Calculate the attachable amount as follows:

01.11.23
1860541-1 (A)
203

Jeffrey G. Yonek --Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313 Office
(206) 242-1333 FAX

1 Gross Earnings: \$ 825.00 (1)

2 Less deductions required by law (social security, federal withholding tax, etc. Do not include
3 deductions for child support orders or government liens here. Deduct child support orders and liens on
line 7):

\$ 93.70 (2)

4 Disposable Earnings (subtract line 2 from line 1): \$ 731.30 (3)

5 Enter 80 % (percent) of line 3 \$ 585.04 (4)

6 Enter one of the following exempt amounts*: \$ 1,101.80 (5)

7 If paid: (Weekly \$550.90) (Bi-weekly \$1,101.80) (Semi-monthly \$1,193.62) (Monthly \$2,387.24)

8 *These are minimum exempt amounts that the Defendant(s) must be paid. If you use a pay period not
9 shown, prorate the monthly exempt amount.

10 Subtract the larger of lines 4 and 5 from line 3: \$ <370.50> (6)

11 Enter amount (if any) withheld from this paycheck for on-going liens such as child support or current
12 garnishments:

\$.00 (7)

13 Subtract line 7 from line 6. This amount must be held out for the Plaintiff: \$ <370.50> (8)

14 This is the formula that you will use for withholding each pay period over the required sixty-day
15 garnishment period. Deduct any allowable processing fee you may charge from the amount that is to be
16 paid to the Defendant(s). If there is any uncertainty about your answer give an explanation on the last
page or on an attached page.

17 **SECTION III.** An attorney may answer for the Garnishee.

18 Under penalty of perjury, I affirm that I have examined this answer, including accompanying schedules,
19 and to the best of my knowledge and belief it is true, correct, and complete.

20 Sallyann Geiger
Signature of person answering for Garnishee

Snr Finance Tech - Payroll
Connection with Garnishee

21 Sallyann Geiger
Print name

01/25/2023
Date

22 425/670-5151
23 Phone Number

19100 44th Ave W
Lynnwood WA 98036
Address of Garnishee

FILED

APR 24 2023

SNO. CO. DISTRICT COURT
SOUTH DIVISION

**SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON**

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,

NO. C22-1504

Plaintiff,

DECLARATION OF MAILING

vs.

Joshua Binda,

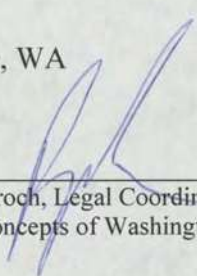
Defendant(s),

The undersigned, being first duly sworn, on oath, states:

That on January 11, 2023, plaintiff deposited in the mails of the United States of America a properly stamped postage prepaid and addressed envelope directed to the last known address for Joshua Binda at 20409 68th Ave W #H302 Lynnwood, WA 98036 and containing a copy of the Application for Writ of Garnishment, Writ for Continuing Lien on Earnings, Notice of Garnishment & Rights, and Exemption Claim.

Certified true and correct under penalty of perjury under the laws of the State of Washington.

Dated this 19th day of April, 2023 at Auburn, WA



Ryan Koroeh, Legal Coordinator
Credit Concepts of Washington, LLC.

Declaration of Mailing

Jeffrey G. Yonek
Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313
(206) 242-1333 fax

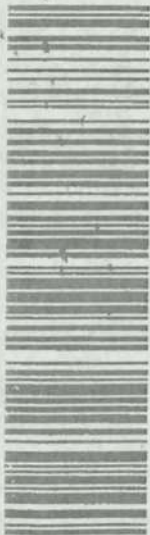


CREDIT
CONCEPTS

2326 Auburn Way North
Auburn, WA 98002

ADDRESS SERVICE REQUESTED

CERTIFIED MAIL™



9214 8969 0099 9790 1213 0061 07



FP[®] US POSTAGE
\$006.81⁰

First-Class - IMH
ZIP 98002

01/11/2023

034A 0061801117

4

January 11, 2023

5

Joshua Binda

20409 68th Ave W #H302

Lynnwood, WA 98036

6

7



Date Produced: 01/23/2023

CREDIT CONCEPTS OF WASHINGTON, LLC:

The following is the delivery information for Certified Mail™/RRE item number 9214 8969 0099 9790 1213 0061 07. Our records indicate that this item was delivered on 01/17/2023 at 11:39 a.m. in LYNNWOOD, WA 98036. The scanned image of the recipient information is provided below.

Signature of Recipient :

J B I N D A
J B I N D A

Address of Recipient :

20409 68

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: Joshua Binda 20409 68th Ave W

FILED

APR 24 2023

SNO. CO. DISTRICT COURT
SOUTH DIVISION

**SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON**

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,
Plaintiff,

vs.
Joshua Binda,

Defendant(s),

NO. C22-1504

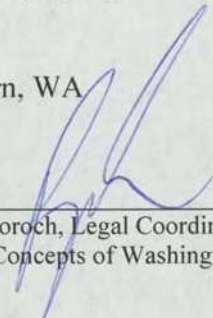
DECLARATION OF MAILING

The undersigned, being first duly sworn, on oath, states:

That on January 11, 2023, plaintiff deposited in the mails of the United States of America a properly stamped postage prepaid and addressed envelope directed to City of Lynnwood 19100 44th Ave W Lynnwood, WA 98036 and containing a copy of the Application for Writ of Garnishment, Writ for Continuing Lien on Earnings, the First Answer to Writ of Garn for Continuing Lien on Earnings.

Certified true and correct under penalty of perjury under the laws of the State of Washington.

Dated this 19th day of April, 2023 at Auburn, WA



Ryan Koroch, Legal Coordinator
Credit Concepts of Washington, LLC.

Declaration of Mailing

Jeffrey G. Yonek
Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313
(206) 242-1333 fax

hington, LLC

CERTIFIED MAIL™



9214 8969 0099 9790 1213 0060 91



FP® US POSTAGE
\$007.44⁰

First-Class - MM
ZIP 98002

01/11/2023

034A 0081301117

City of Lynnwood
Attn: Payroll
19100 44th Ave W
Lynnwood, WA 98036

Date Produced: 01/23/2023

CREDIT CONCEPTS OF WASHINGTON, LLC:

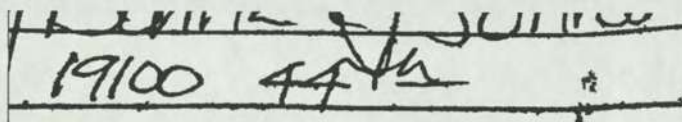
The following is the delivery information for Certified Mail™/RRE item number 9214 8969 0099 9790 1213 0060 91. Our records indicate that this item was delivered on 01/17/2023 at 11:19 a.m. in LYNNWOOD, WA 98036. The scanned image of the recipient information is provided below.

Signature of Recipient :

Delivery Section

Donna E. Johnson

Address of Recipient :


19100 44th

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number:

City of Lynnwood Attn Payrol

FILED

APR 24 2023

SNO. CO. DISTRICT COURT
SOUTH DIVISION

**SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON**

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,
Plaintiff,

vs.
Joshua Binda,

Defendant(s),

NO. C22-1504

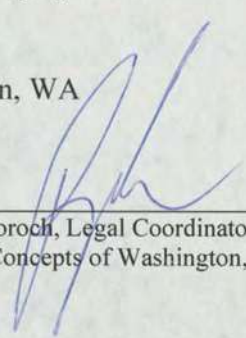
DECLARATION OF MAILING

The undersigned, being first duly sworn, on oath, states:

That on March 2, 2023, plaintiff deposited in the mails of the United States of America a properly stamped postage prepaid and addressed envelope directed to City of Lynnwood 19100 44th Ave W Lynnwood, WA 98036 and containing the Second Answer to Writ of Garn for Continuing Lien on Earnings.

Certified true and correct under penalty of perjury under the laws of the State of Washington.

Dated this 19th day of April, 2023 at Auburn, WA



Ryan Koroch, Legal Coordinator
Credit Concepts of Washington, LLC

Declaration of Mailing

Jeffrey G. Yonek
Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313
(206) 242-1333 fax



**CREDIT
CONCEPTS**

2326 Auburn Way North
Auburn, WA 98002

ADDRESS SERVICE REQUESTED

5

City of Lynnwood

Attention: Human Resources

19100 44th Ave W

7

Lynnwood, WA 98036

18605A1



FP **US POSTAGE**
\$000.60

First-Class - IM

ZIP 98002

03/02/2023

034A 0081801117

1 SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
2 COUNTY OF SNOHOMISH, STATE OF WASHINGTON

FILED

APR 24 2023

3 CREDIT CONCEPTS OF WASHINGTON,
4 LLC, a Washington limited liability company,

NO. C22-1504

SNO. CO. DISTRICT COURT
SOUTH DIVISION

5 Plaintiff,

6 vs.
7 Joshua Binda,

Defendant(s),

PLAINTIFF'S
DECLARATION
REGARDING MILITARY
SERVICE OF
DEFENDANT(S)

8
9
10 The undersigned certifying the following to be true and correct under penalty
11 of perjury, under the laws of the State of Washington, deposes and says:

12 On April 19, 2023 the DMDC Military Verification web site, which is hosted by the
13 Director of the Department of Defense Human Resources Activity Defense Manpower Data
14 Center (DMDC), was accessed. According to the information obtained from the DMDC
15 Verification web site, the defendant(s) are not active member(s) of the military service or
16 "dependents" of service members or a national guard member under a call to service authorized
17 by the governor of the state of Washington. A true and correct copy of this report is attached
18 hereto and incorporated herewith.

19 I am over the age of 18; I make these statements on personal knowledge unless
20 indicated to the contrary; and I am competent to testify to the matters herein.

21 DATED at Auburn, Washington this 19th day of April, 2023.

22
23 RYAN KOROCH, LEGAL COORDINATOR
24 CREDIT CONCEPTS OF WASHINGTON, LLC

25 Declaration of Mailing

Jeffrey G. Yonek
Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313
(206) 242-1333 fax



Status Report Pursuant to Servicemembers Civil Relief Act

SSN:
Birth Date: Nov-XX-1999
Last Name: BINDA
First Name: JOSHUA
Middle Name:
Status As Of: Apr-19-2023
Certificate ID: NB05P5VL9T1HPN4

FILED

APR 24 2023

SNO. CO. DISTRICT COURT
SOUTH DIVISION

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty. HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

FILED

JAN 30 2023

SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

SNO CO DISTRICT COURT
SOUTH DIVISION

CREDIT CONCEPTS OF WASHINGTON, LLC, a
Washington limited liability company,

Plaintiff,

NO. C22-1504

vs.

Joshua Binda,

Defendant(s),

FIRST ANSWER TO WRIT
OF GARNISHMENT FOR
CONTINUING LIEN ON
EARNINGS

City of Lynnwood

Garnishee.

SECTION I. On the date the Writ of Garnishment was issued as indicated by the date appearing on the last page of the writ

(A) The Defendant(s) (check one) [☒] was [] was not employed by Garnishee. If not employed and you have no possession or control of any funds of Defendant(s), **indicate the last day of employment:** _____; and complete section III of this answer and mail or deliver the forms as directed in the writ;

(B) The Defendant(s) (check one) [] **did** [☒] **did not** maintain a financial account with Garnishee; and

(C) The Garnishee (check one) [] **did** [☒] **did not** have possession of or control over any funds, personal property, or effects of the Defendant(s). (List all of Defendant(s) personal property or effects in your possession or control on the bottom of the last page of this answer form or attach a schedule if necessary.)

ANSWER: I am presently holding the Defendant(s) nonexempt earnings under a previous writ served on NA (date) that will terminate not later than NA (date).

Withhold from Defendant(s) **future nonexempt earnings** as directed in the writ. Answer this entire form and mail or deliver the forms as directed in the writ. A second set of answer forms will be forwarded to you later for subsequently withheld earnings.

SECTION II.

This writ attaches a maximum of twenty percent (20%) of the Defendant(s) disposable earnings (that is, compensation payable for personal services, whether called wages, salary, commission, bonus, or otherwise, and including periodic payments pursuant to a nongovernmental pension or retirement program). Calculate the attachable amount as follows:

01.11.23
1860541-1 (A)
203

Jeffrey G. Yonek - Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313 Office
(206) 242-1333 FAX

1 Gross Earnings: \$ 825.00 (1)

2 Less deductions required by law (social security, federal withholding tax, etc. Do not include
3 deductions for child support orders or government liens here. Deduct child support orders and liens on
4 line 7):

\$ 93.70 (2)

5 Disposable Earnings (subtract line 2 from line 1): \$ 731.30 (3)

6 Enter 80 % (percent) of line 3 \$ 585.04 (4)

7 Enter one of the following exempt amounts*: \$ 1,101.80 (5)

8 If paid: (Weekly \$550.90) (Bi-weekly \$1,101.80) (Semi-monthly \$1,193.62) (Monthly \$2,387.24)

9 *These are minimum exempt amounts that the Defendant(s) must be paid. If you use a pay period not
10 shown, prorate the monthly exempt amount.

11 Subtract the larger of lines 4 and 5 from line 3: \$ <370.50> (6)

12 Enter amount (if any) withheld from this paycheck for on-going liens such as child support or current
garnishments:

\$.00 (7)

13 Subtract line 7 from line 6. This amount must be held out for the Plaintiff: \$ <370.50> (8)

14 This is the formula that you will use for withholding each pay period over the required sixty-day
15 garnishment period. Deduct any allowable processing fee you may charge from the amount that is to be
16 paid to the Defendant(s). If there is any uncertainty about your answer give an explanation on the last
17 page or on an attached page.

18 **SECTION III.** An attorney may answer for the Garnishee.

19 Under penalty of perjury, I affirm that I have examined this answer, including accompanying schedules,
20 and to the best of my knowledge and belief it is true, correct, and complete.

21 Sallyann Geiger
22 Signature of person answering for Garnishee

Snr Finance Tech - Payroll
23 Connection with Garnishee

24 Sallyann Geiger
25 Print name

01/25/2023
Date

425/670-5151
Phone Number

19100 44th Ave W
Lynnwood WA 98036
Address of Garnishee

FILED

JAN 17 2023

Snohomish County District Court
South Division

SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

CREDIT CONCEPTS OF WASHINGTON, LLC, a
Washington limited liability company, Plaintiff,

NO. C22-1504

vs.

Joshua Binda,

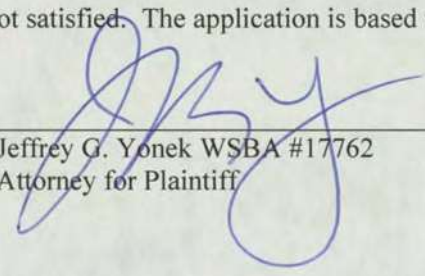
Defendant(s),

APPLICATION FOR
WRIT OF GARNISHMENT

City of Lynnwood,
Garnishee.

COMES NOW the Plaintiff and makes application to the Court for a Writ of Garnishment on the grounds that a Judgment has been obtained and not satisfied. The application is based upon the following declaration.

Dated this 11th day of January, 2023

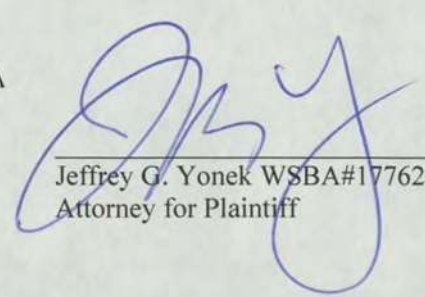

Jeffrey G. Yonek WSBA #17762
Attorney for Plaintiff

Jeffrey G. Yonek declares as follows:

1. I am the attorney for the Plaintiff.
2. On November 18, 2022, Plaintiff obtained judgment against the Defendant(s) in the amount of \$3,760.84.
3. This Judgment remains unsatisfied in the amount \$3,760.84. I believe that the Garnishee, City of Lynnwood, has possession or control of personal property or effects belonging to the Defendant(s) which are not exempted from garnishment by any State or Federal law.

I declare, under penalty of perjury, under the laws of the State of Washington that the foregoing is true and correct.

Dated this 11th day of January, 2023 at Auburn, WA


Jeffrey G. Yonek WSBA#17762
Attorney for Plaintiff

01.11.23
1860541-1 (A)
203

Jeffrey G. Yonek –Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313 Office
(206) 242-1333 FAX

FILED

JAN 17 2023

Snohomish County District Court
South Division

**SNOHOMISH COUNTY DISTRICT COURT SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON**

CREDIT CONCEPTS OF WASHINGTON, LLC, a
Washington limited liability company,

Plaintiff,

vs.

Joshua Binda,

Defendant(s),

City of Lynnwood,

Garnishee,

NO. C22-1504

**WRIT OF GARNISHMENT
FOR CONTINUING LIEN ON
EARNINGS**

[x] This garnishment is based on a
judgment or order for

[] child support

[] private student loan debt

[x] consumer debt

STATE OF WASHINGTON TO: City of Lynnwood, Garnishee

AND TO: Joshua Binda, Defendant(s)

The above-named Plaintiff has applied for a Writ of Garnishment against you, claiming that the above-named Defendant(s) is indebted to Plaintiff and that the amount to be held to satisfy the indebtedness is \$4,914.77 consisting of:

Balance of Judgment or Amount of Claim: \$3,924.13

Interest under Judgment from 11/18/22 to 01/11/23: \$ 637.73

Per Day Rate of Estimated Interest: \$ 3.08 per day

Estimated Garnishment Costs:

Filing and Ex Parte Fee: \$ 32.00

Service and Affidavit Fee: \$ 0.00

Postage and Costs of Certified Mail: \$ 20.91

Answer Fee or Fees \$ 0.00

Garnishment Attorney Fees: \$300.00

Other: \$ 0.00

Subtotal, Estimated Costs: \$ 352.91

Less payments: \$ _____ due from prev writ

TOTAL THIS WRIT: \$4,914.77

01.11.23
1860541-1 (A)
203

Jeffrey G. Yonek -Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313 Office
(206) 242-1333 FAX

1
2
3 THIS IS A WRIT FOR A CONTINUING LIEN. THE GARNISHEE SHALL HOLD the nonexempt
4 portion of the Defendant(s) earnings due at the time of service of this writ and shall also hold the
5 Defendant(s) nonexempt earnings that accrue through the last payroll ending on or before SIXTY days
6 after the date of service of this writ. HOWEVER, IF THE GARNISHEE IS PRESENTLY HOLDING
7 THE NONEXEMPT PORTION OF THE DEFENDANT(S) EARNINGS UNDER A PREVIOUSLY
8 SERVED WRIT FOR A CONTINUING LIEN, THE GARNISHEE SHALL HOLD UNDER THIS WRIT
9 only the Defendant(s) nonexempt earnings that accrue from the date the previously served writ or writs
10 terminate and through the last payroll period ending on or before sixty days after the date of termination
11 of the previous writ or writs. In either case, the Garnishee shall stop withholding when the sum withheld
12 equals the amounts stated in this Writ of Garnishment.

13
14 YOU ARE HEREBY COMMANDED, unless otherwise directed by the court, by the attorney of record for
15 the Plaintiff, or by this writ, not to pay any debt, whether earnings subject to this garnishment or any other
16 debt, owed to the Defendant(s) at the time this writ was served and not to deliver, sell, or transfer, or
17 recognize any sale or transfer of, any personal property or effects of the Defendant(s) in your possession or
18 control at the time this writ was served. Any such payment, delivery, sale, or transfer is void to the extent
19 necessary to satisfy the Plaintiff's claim and costs for this writ with interest.

20
21 YOU ARE FURTHER COMMANDED to answer this writ according to the instructions in this writ and in
22 the answer forms and, within 20 days after the service of the writ upon you, to mail or deliver the original
23 of such answer to the court, one copy to the Plaintiff or the Plaintiff's attorney, and one copy to the
24 Defendant(s) at the addresses listed at the bottom of this writ.

25
26 If, at the time this writ was served, you owed the Defendant(s) any earnings (that is wages, salary,
27 commission, bonus, tips, or other compensation for personal services or any periodic payments pursuant to
28 a non-governmental pension or retirement program), the Defendant(s) is entitled to receive amounts that
29 are exempt from garnishment under federal and state law. You must pay the exempt amounts to the
30 Defendant(s) on the day you would customarily pay the compensation or other periodic payment. As more
31 fully explained in the answer, the basic exempt amount is the greater of 75 percent of disposable earnings
32 or a minimum amount determined by reference to the employee's pay period, to be calculated as provided
33 in the answer. However, if this writ carries a statement in the heading of "This garnishment is based on a
34 judgment or order for child support," the basic exempt amount is 50% of disposable earnings; and if this
35 writ carries a statement in the heading of "this garnishment is based on a judgment or order for private
36 student loan debt," the basic exempt amount is the greater of 85% of disposable earnings, or 50 times the
37 minimum hourly wage of the highest minimum wage law in the state at the time the earnings are payable;
38 and if this writ carries a statement in the heading of "This garnishment is based on a judgment or order for
39 consumer debt," the basic exempt amount is the greater of 80% of disposable earnings or 35 times the state
40 minimum hourly wage.

41
42 YOU MAY DEDUCT A PROCESSING FEE FROM THE REMAINDER OF THE EMPLOYEE'S
43 EARNINGS AFTER WITHHOLDING UNDER THIS WRIT. THE PROCESSING FEE MAY NOT
44 EXCEED TWENTY DOLLARS FOR THE FIRST ANSWER AND TEN DOLLARS AT THE TIME
45 YOU SUBMIT THE SECOND ANSWER.

01.11.23
1860541-1 (A)
203

Jeffrey G. Yonek -Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313 Office
(206) 242-1333 FAX

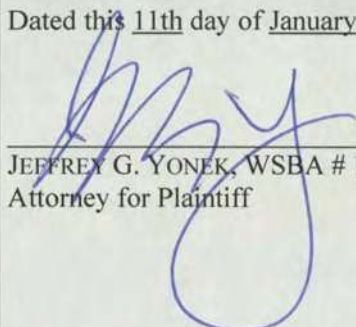
If you owe the Defendant(s) a debt payable in money in excess of the amount set forth in the first paragraph of this writ, hold only the amount set forth in the first paragraph and any processing fee, if one is charged, and release all additional funds or property to Defendant(s).

If you fail to answer this writ as commanded, a JUDGMENT may be entered against you for the full amount of the Plaintiff's claim against the Defendant(s) with accruing interest, attorney fees and costs whether or not you owe anything to the Defendant(s). If you properly answer this writ, any judgment against you will not exceed the amount of any nonexempt debt or the value of any nonexempt property or effects in your possession or control.

Judgment may also be entered against the Defendant(s) for costs and fees incurred by the Plaintiff.

This writ is issued by the undersigned attorney of record for Plaintiff under the authority of Chapter 6.27 of the Revised Code of Washington, and must be complied with in the same manner as a writ issued by the clerk of the court.

Dated this 11th day of January, 2023



JEFFREY G. YONEK, WSBA # 17762
Attorney for Plaintiff

STATEMENT TO GARNISHEE

Plaintiff provides the following information, if known, concerning the Defendant(s), to assist you in identifying the Defendant(s). If the following information is incomplete or inaccurate, you are not relieved of your obligation to comply with the terms of the Writ of Garnishment.

- a) Employee Name: Joshua Binda
- b) Residence Address: 20409 68th Ave W #H302 Lynnwood, WA 98036
- c) Social Security Number: xxx-xx-5997

MAILING ADDRESSES TO SUBMIT FIRST ANSWER TO WRIT OF GARNISHMENT

Plaintiff: Credit Concepts of Washington, LLC 2326 AUBURN WAY N AUBURN, WA 98002

Address of the Clerk of the Court: 20520 68th Ave W, Lynnwood, WA 98036

01.11.23
1860541-1 (A)
203

Jeffrey G. Yonek –Attorney for Plaintiff
2326 Auburn Way N
Auburn WA 98002
(206) 242-1616 ext 313 Office
(206) 242-1333 FAX

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SNOHOMISH COUNTY DISTRICT COURT, SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

FILED

NOV 16 2022

SNO. CO. DISTRICT COURT
SOUTH DIVISION

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,

Plaintiff,

vs.
Joshua Binda,

Defendant(s),

NO. C22-1504

ORDER FOR DEFAULT AND
DEFAULT JUDGMENT

JUDGMENT SUMMARY

Judgment Creditor: Credit Concepts of Washington, LLC.

Attorney for Judgment Creditor: Jeffrey G. Yonek

Judgment Debtor: Joshua Binda

Principal Amount of Judgment:	\$ 2,986.78	
Late Charges:	\$ 20.86	
Pre-Judgment Interest:	\$ 335.20	from 06/18/22 to 11/02/22
Attorney's Fees:	\$ 250.00	
Filing Fee:	\$ 83.00	
Service Fee:	\$ 65.00	
Ex parte Fee:	\$ 20.00	
Less Payment(s):		
<u>Total</u>	<u>\$ 3,760.84</u>	

Judgment Amount, including legal costs, shall bear interest at 29.90% per annum.

ORDER AND JUDGMENT

This matter having come on regularly before the undersigned Judge of the above-entitled Court upon the Plaintiff's Motion and Declaration Order of default and Default Judgment against Joshua Binda, Defendant(s) named herein; and the Court having considered the Plaintiff's Motion and Declaration, and the file and records herein, and being duly advised in the premises, now therefore, it is hereby

Jeffrey G. Yonek
Attorney for Plaintiff
2326 AUBURN WAY N
AUBURN WA 98002
Ph(206) 242-1616 - Fax (206) 242-1333

DATED:

11/18/2022

David Rozumne
JUDGE / COURT COMMISSIONER

Presented by:

JEFFREY G. YONEK, WSBA # 17762
Attorney for Plaintiff

18604541-1
203

Jeffrey G. Yonek
Attorney for Plaintiff
2326 AUBURN WAY N
AUBURN WA 98002
1616 - Fax (206) 242-1333

FILED

NOV 16 2022

SNO. CO. DISTRICT COURT
SOUTH DIVISION

**SNOHOMISH COUNTY DISTRICT COURT, SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON**

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,

Plaintiff,

vs.

Joshua Binda,

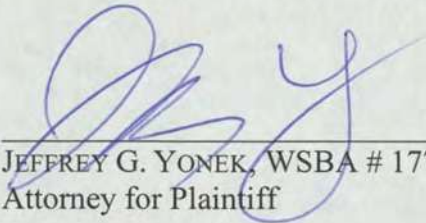
Defendant(s),

NO. C22-1504

**MOTION AND
DECLARATION FOR
ORDER OF DEFAULT AND
DEFAULT JUDGMENT**

Comes now, the Plaintiff by and through its attorney of record and moves this Court for the entry of an order of default and default judgment against the Defendant(s). The basis for venue in this action is the fact that the Defendant(s), reside within the judicial district of the above-entitled Court at 20409 68th Ave W #H302 Lynnwood, WA 98036.

Dated: 11/02/22


JEFFREY G. YONEK, WSBA # 17762
Attorney for Plaintiff

The undersigned, certifying the following to be true and correct under penalty of perjury, under the laws of the State of Washington deposes and says:

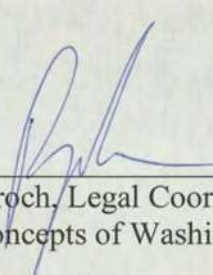
On October 9, 2022, Defendant(s) was/were served with a copy of the Summons and Complaint filed herein. The returns(s) of service are filed herein, along with a Notice Regarding Military Status (RCW 38.42.050). Defendant(s) failed to respond to the notice and, therefore, should be presumed not a dependent of an active duty member of the National Guard. Defendant(s) have not appeared in the action and have not filed or served any

Jeffrey G. Yonek
Attorney for Plaintiff
2326 AUBURN WAY N
AUBURN WA 98002
Ph(206) 242-1616 - Fax (206) 242-1333

1 pleadings; more than twenty (20) days have elapsed since the date of service; the following
2 exhibits are on file herein: Statement of account and ledger; and the installment contract.

3
4 Pursuant to the filed Complaint, the Plaintiff is entitled to judgment against the above-
5 named Defendants in the principal amount of \$2,986.78, together with prejudgment interest
6 from 6/18/22 to 11/2/22 in the amount of \$335.20, late charges of \$20.86, \$83.00 filing fee,
7 \$65.00 process service fee, and \$250.00 reasonable attorney's fees, ex parte fee \$20.00 for a
8 total judgment of \$3,760.84 which shall accrue interest at 29.90% per annum.

9 DATED at Auburn, Washington this 2nd day of November, 2022.

10
11 
12 _____
13 Ryan Koroch, Legal Coordinator
14 Credit Concepts of Washington, LLC.
15
16
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FILED

NOV 16 2022

SNOHOMISH COUNTY DISTRICT COURT, SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

SNO. CO. DISTRICT COURT
SOUTH DIVISION

CREDIT CONCEPTS OF WASHINGTON, LLC, a
Washington limited liability company,
Plaintiff,

NO. C22-1504

vs.

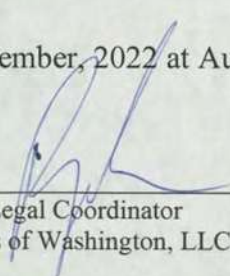
Joshua Binda, Defendant(s),

DECLARATION CONFIRMING
PLAINTIFF IS NOT A DEBT
PURCHASER

THE UNDERSIGNED, being placed under penalty of perjury under Washington laws, certifies and declares the following to be true and correct:

1. I am the Legal Accounts Coordinator for Credit Concepts of Washington, LLC and make this declaration based upon personal knowledge of the facts contained herein, and I am competent to testify to the matters herein.
2. Credit Concepts of Washington, LLC is a first party lender and collects its own defaulted loans.
3. Credit Concepts of Washington, LLC is not a debt purchaser.

CERTIFIED true and correct this 2nd day of November, 2022 at Auburn, Washington.



Ryan Koroach, Legal Coordinator
Credit Concepts of Washington, LLC

Jeffrey G. Yonek
Attorney for Plaintiff
2326 AUBURN WAY N
AUBURN WA 98002

Customer Statement

Statement Date / Time: 11-02-2022 8:42:30 AM
Customer #: 1860541-1
Customer Name: JOSHUA BINDA
Customer Addr: 20409 68TH AVE W #H302 LYNNWOOD WA 98036
Customer Phone: H:000-000-0000 C:425-232-8945

Year: 2012
Make: FORD
Model: FOCUS
Stock #: CL190466
Beginning Balance: 3,734.96
Current Balance: 2,986.78
Interest Due: 335.20
Total Interest Due: 335.20
Amount Past Due: 876.28
Days Past Due: 115
Pay Off: 3,321.98
Interest / Day: 2.4500
Payment: 208.64
Last Payment Date: 06-18-2022
Last Interest Date: 06-18-2022
Loan Date: 10-11-2021
Of Payments: 24
Payment Type: 12
APR: 29.900
NSF Fee: 0.00
Late Fees: 41.72/0.00/0.00

Contractual DUE Date: 07-10-2022
Amount Due: \$ 876.28

NOTE Amount due includes the PAYMENT amount plus any Late amounts plus LATE Fee and NSF Fee.

Customer Payment History Recap Sheet - Printed By: RJK

10-28-2022 10:37:14 AM

Customer: 1860541-1 - BINDA, JOSHUA

Year: 2012 Make: FORD Model: FOCUS

VIN: 1FAHP3K27CL190466 Mileage: 166010

RJK/10-28-2022

PAGE 1

TR	INTDT	PMTDT	CONTR	CUR BAL	TENDERED	PAYMENT	PRIN	INTEREST	SLS TAX	FEES	CPI/WAIV	MISC/TAX	EMP#	DRW#	PAST*	RE
LF	06-18-2022	10-21-2022	07-10-2022	2986.78	0.00	0.00	0.00	0.00	0.00	10.43	0.00	0.00	2	99	0	56
LF	06-18-2022	09-21-2022	07-10-2022	2986.78	0.00	0.00	0.00	0.00	0.00	10.43	0.00	0.00	2	99	0	55
LF	06-18-2022	08-21-2022	07-10-2022	2986.78	0.00	0.00	0.00	0.00	0.00	10.43	0.00	0.00	2	99	0	55
LF	06-18-2022	07-21-2022	07-10-2022	2986.78	0.00	0.00	0.00	0.00	0.00	10.43	0.00	0.00	2	99	0	55
RG	06-18-2022	06-18-2022	07-10-2022	2986.78	241.41	241.41	148.94	92.47	0.00	0.00	0.00	0.00	2	2	8	5556
RG	05-13-2022	05-13-2022	06-10-2022	3135.72	208.64	208.64	107.68	100.96	0.00	0.00	0.00	0.00	VSW	99	3	55
AJ	04-05-2022	04-20-2022	05-10-2022	3243.40	0.00	0.00	145.00	0.00	0.00	0.00	0.00	0.00	BN	99	0	5534
RG	04-05-2022	04-05-2022	05-10-2022	3098.40	350.00	341.29	291.31	49.98	0.00	8.71	0.00	0.00	ALA	99	26	55
LF	03-18-2022	03-21-2022	03-10-2022	3389.71	0.00	0.00	0.00	0.00	0.00	8.71	0.00	0.00	2	99	0	55
RG	03-18-2022	03-18-2022	03-10-2022	3389.71	650.00	619.75	341.60	278.15	0.00	30.25	0.00	0.00	LDN	99	98	55
LF	12-17-2021	02-21-2022	12-10-2021	3731.31	0.00	0.00	0.00	0.00	0.00	10.43	0.00	0.00	2	99	0	55
LF	12-17-2021	01-21-2022	12-10-2021	3731.31	0.00	0.00	0.00	0.00	0.00	9.91	0.00	0.00	2	99	0	54
LF	12-17-2021	12-21-2021	12-10-2021	3731.31	0.00	0.00	0.00	0.00	0.00	9.91	0.00	0.00	2	99	0	54
RG	12-17-2021	12-17-2021	12-10-2021	3731.31	219.07	208.64	3.65	204.99	0.00	10.43	0.00	0.00	ALA	99	37	54
LF	10-11-2021	11-21-2021	11-10-2021	3734.96	0.00	0.00	0.00	0.00	0.00	10.43	0.00	0.00	2	99	0	54
NL	01-01-1900	10-19-2021	01-01-1900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2	2	0	

TOTALS

Prin Paid To Date: 893.18

Intr Paid To Date: 726.55

Payments Made: 7.7633

Payments Remaining: 16.2367

Retail Installment Contract and Security Agreement

Seller Name and Address
Sno King Auto Sales
14325 Lake Rd
Lynnwood, WA 98087

Buyer(s) Name(s) and Address(es)
Joshua Binda
20409 68th Ave #H302
Lynnwood, WA 98036

Summary

No. 1038
Date 10/11/2021

☐ Business, commercial or agricultural purpose Contract.

Truth-In-Lending Disclosure

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
29.90 %	\$ 1272.40	\$ 3734.96	\$ 5007.36	\$ 1000.00 \$ 6007.36

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
24	\$ 208.64	Monthly, Beginning 11/10/21
	\$	

Security. You are giving us a security interest in the Property purchased.

☐ **Late Charge.** If a payment is more than 0 days late, you will be charged

Prepayment. If you pay off this Contract early, you ☐ may ☒ will not have to pay a Minimum Finance Charge.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2012	Ford	Focus	Hatchback	1FAHP3K27CL190466	166010
Other:					
<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo					

Description of Trade-In

N/A

Conditional Delivery

☐ **Conditional Delivery.** If checked, you agree that the following agreement regarding securing financing ("Agreement") applies:

The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

Sales Agreement

Payment. You promise to pay us the principal amount of \$ 3734.96 plus finance charges accruing on the unpaid balance at the rate of 29.90 % per year from the date of this Contract until paid in full. You agree to pay this Contract according to the payment schedule and

late charge provisions shown in the *Truth-In-Lending Disclosure*. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the *Itemization of Amount Financed*.

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

☐ **Additional Charge.** You agree to pay an additional charge of \$ N/A that will be ☐ paid in cash. ☐ financed over the term of the Contract.

☐ **Minimum Finance Charge.** You agree to pay a minimum finance charge of \$ N/A if you pay this Contract in full before we have earned that much in finance charges.

Returned Payment Charge. If you make any payment required by this Contract that is returned or dishonored, you agree to pay a fee of \$ 0.00

Itemization of Amount Financed

a. Price of Vehicle, etc. (incl. sales tax of \$ 427.46)	\$ 4422.46
b. Service Contract, paid to:	\$ N/A
c. Documentary Service Fee (THE DOCUMENTARY SERVICE FEE IS A NEGOTIABLE FEE. Documentary service fees are not required by the state of Washington.)	\$ 150.00
d.	\$
e. Cash Price (a+b+c+d)	\$ 4572.46
f. Trade-in allowance	\$ N/A
g. Less: Amount owing, paid to (includes q):	\$ N/A
h. Net trade-in (f-g; if negative, enter \$0 here and enter the amount on line q)	\$ N/A
i. Cash payment	\$ 1000.00
j. Manufacturer's rebate	\$ N/A
k. Deferred down payment	\$ N/A
l. Other down payment (describe)	\$ N/A
m. Down Payment (h+i+j+k+l)	\$ 1000.00
n. Unpaid balance of Cash Price (e-m)	\$ 3572.46
o. Insurance premiums paid to insurance company(ies)	\$ N/A
p. Paid to public officials:	
i. License Fee	\$ 125.00
ii. Registration Fee	\$ N/A
iii. Title Fee	\$ 37.50
iv. To Dept. of Licensing - Emergency medical services fee	\$ N/A
q. Financed trade-in balance (see line h)	\$
r. Gap Waiver paid to Seller	\$ N/A
s. To:	\$ N/A
t. To:	\$ N/A
u. To:	\$ N/A
v. To:	\$ N/A
w. To:	\$ N/A
x. To:	\$ N/A
y. To:	\$ N/A
z. To:	\$ N/A
aa. To:	\$ N/A
bb. To:	\$ N/A
cc. Total Other Charges/Amts Paid (o thru bb)	\$ 162.50
dd. Prepaid Finance Charge	\$ N/A
ee. Amount Financed (n+cc-dd)	\$ 3734.96

We may retain or receive a portion of any amounts paid to others.

[This area intentionally left blank.]

Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life

☐ Single ☐ Joint ☒ None

Premium \$ N/A Term

Insured

Credit Disability

☐ Single ☐ Joint ☒ None

Premium \$ N/A Term

Insured

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

N/A

By: DOB

N/A

By: DOB

N/A

By: DOB

Property Insurance. You must insure the Property.

You may purchase or provide the insurance through any insurance company or insurance producer reasonably acceptable to us, as the law allows.

The collision coverage deductible may not exceed \$ N/A

If you get insurance from or through us you will pay \$ N/A

for 0 months of coverage.

This premium is calculated as follows:

☐ \$ N/A Deductible, Collision Cov. \$ N/A

☐ \$ N/A Deductible, Comprehensive \$ N/A

☐ Fire-Theft and Combined Additional Cov. \$ N/A

☐ \$ N/A

Insurance coverage for bodily injury liability, public liability or property damage liability is not included in this Contract unless checked and indicated.

☐ **Single-Interest Insurance.** You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ N/A for

of coverage and we will arrange for the coverage. Otherwise you must procure the coverage (if this insurance is required).

Seller will apply on your behalf for the purchase of insurance checked and indicated above.

Additional Protections

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☐ **Service Contract**

Term _____

Price \$ N/A

Coverage _____

☐ **Gap Waiver or** ☐ **Gap Insurance**

Term _____

Price \$ N/A

Coverage _____

☐ _____

Term _____

Price \$ _____

Coverage _____

10/11/2021

By: Joshua Binda

Date

By:

Date

By:

Date

Additional Terms of the Sales Agreement

Definitions. "Contract" refers to this Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "our" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the Description of Property section. "Property" means the Vehicle and all other property described in the Description of Property and Additional Protections sections.

Purchase of Property. You agree to purchase the Property from Seller, subject to the terms and conditions of this Contract. Seller will not make any repairs or additions to the Vehicle except as noted in the Description of Property section.

You have been given the opportunity to purchase the Property and described services for the Cash Price or the Total Sale Price. The "Total Sale Price" is the total price of the Property if you buy it over time.

General Terms. The Total Sale Price shown in the Truth-In-Lending Disclosure assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that exceeds that maximum amount, we will first apply the excess amount to reduce the principal balance and, when the principal has been paid in full, refund any remaining amount to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

Prepayment. You may prepay this Contract in full or in part at any time. See Minimum Finance Charge section. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

Balloon Payment. If you do not pay a scheduled installment that is more than double the amount of the average of the preceding installments, you may obtain a new payment schedule. Unless you agree otherwise, the payments due under the new schedule must not be substantially greater than the average of the preceding installments. This right does not apply if the payment schedule is adjusted to your seasonal or irregular income or to accommodate the nature of your employment.

Governing Law and Interpretation. This Contract is governed by the law of Washington and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

Name and Location. Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

Telephone Monitoring and Calling. You agree that we may from time to time monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

Default. You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- ◆ You fail to perform any obligation that you have undertaken in this Contract.
- ◆ We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our costs for collecting amounts owing, including court costs and fees for repossession, repair, storage and sale of the Property securing this Contract. You also agree to pay reasonable attorneys' fees after default and referral to an attorney not a salaried employee of ours.

If an event of default occurs as to any of you, we may exercise our remedies against any or all of you.

Remedies. If you are in default on this Contract, we have all of the remedies provided by law and this Contract. Those remedies include:

- ◆ We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- ◆ We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. You will repay us that amount immediately.
- ◆ We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- ◆ We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises.
- ◆ We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward what you owe us.
- ◆ Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

Obligations Independent. Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- ◆ You must pay this Contract even if someone else has also signed it.
- ◆ We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- ◆ We may release any security and you will still be obligated to pay this Contract.
- ◆ If we give up any of our rights, it will not affect your duty to pay this Contract.
- ◆ If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

Warranty. Warranty information is provided to you separately.

Security Agreement

Security. To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

Duties Toward Property. By giving us a security interest in the Property, you represent and agree to the following:

- ◆ You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- ◆ You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- ◆ You agree not to remove the Property from the U.S. without our prior written consent.
- ◆ You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- ◆ You will pay all taxes and assessments on the Property as they become due.
- ◆ You will notify us with reasonable promptness of any loss or damage to the Property.
- ◆ You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

Agreement to Provide Insurance. You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

[This area intentionally left blank.]

WARNING.

UNLESS YOU PROVIDE US WITH EVIDENCE OF THE PROPERTY INSURANCE COVERAGE AS REQUIRED BY THIS CONTRACT, WE MAY (BUT ARE NOT REQUIRED TO) PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE.

YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR AMOUNT FINANCED. IF THE COST IS ADDED TO THE AMOUNT FINANCED, FINANCE CHARGES AT THE RATE STATED IN THE SALES AGREEMENT SECTION WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR ANOTHER DATE AFTER THAT DATE OF LAPSE.

THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY WASHINGTON'S MANDATORY LIABILITY INSURANCE LAWS.

Gap Waiver or Gap Insurance. In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You may have the option of purchasing Gap Waiver or Gap Insurance to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Insurance agreements. Any Gap Waiver that you buy is part of this Contract.

Notices

Note. If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. **NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

If you are buying a used vehicle: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Si compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de este contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.

[This area intentionally left blank.]

Third Party Agreement

(This section applies ONLY to a person who will have an ownership interest in the Property but is NOT a Buyer obligated to pay this Contract ("Third Party Owner").)

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the Description of Property section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

N/A

10/11/2021

By:

Date

Signature of Third Party Owner (NOT the Buyer)

☐ **Electronic Signature Acknowledgment.** You agree that (i) you viewed and read this entire Contract before signing it, (ii) you signed this Contract with one or more electronic signatures, (iii) you intend to enter into this Contract and your electronic signature has the same effect as your written ink signature, (iv) you received a paper copy of this Contract after it was signed, and (v) the authoritative copy of this Contract shall reside in a document management system held by Seller in the ordinary course of business. You understand that Seller may transfer this Contract to another company in the electronic form or as a paper version of that electronic form which would then become the authoritative copy. Seller or that other company may enforce this Contract in the electronic form or as a paper version of that electronic form. You may enforce the paper version of the Contract copy that you received.

Signature Notices

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

Signatures

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.



By: Joshua Binda

10/11/2021

Date

By:

Date

By:

Date

The within instrument or agreement is pledged as collateral to Umpqua Bank

State law does not allow you to cancel this Contract simply because you change your mind. You do not have a right to cancel this Contract under RCW 63.14.154.

You authorize us to obtain information about you, or the Vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.

NOTICE TO BUYER. (a) Do not sign this Contract before you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank. (b) You are entitled to a copy of this Contract at the time you sign it. (c) You may at any time pay off the full unpaid balance due under this Contract, and in so doing you may receive a partial rebate of the finance charge. (d) The finance charge does not exceed 29.90 % per annum computed monthly.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

Buyer



By: Joshua Binda

10/11/2021

Date

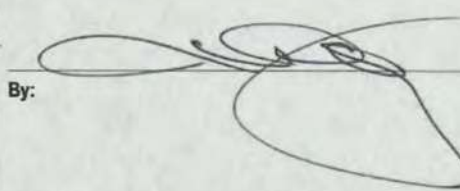
By:

Date

By:

Date

Seller Sno King Auto Sales



By:

10/11/2021

Date

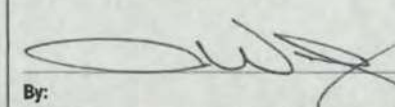
Assignment. This Contract and Security Agreement is assigned to Credit Concepts

23632 Highway 99 Ste V Edmonds WA 98026

the Assignee, phone (425) 563-6950. This assignment is made under the terms of a separate agreement made between the Seller and Assignee.

☐ This Assignment is made with recourse.

Seller Sno King Auto Sales



By:

10/11/2021

Date

FILED

NOV 16 2022

SNOHOMISH COUNTY DISTRICT COURT
SOUTH DIVISION

SNOHOMISH COUNTY DISTRICT COURT, SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,

NO. C22-1504

Plaintiff,

vs.

Joshua Binda,

PLAINTIFF'S
DECLARATION
REGARDING MILITARY
SERVICE OF
DEFENDANT(S)

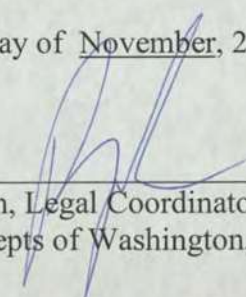
Defendant(s),

The undersigned certifying the following to be true and correct under penalty of perjury, under the laws of the State of Washington, deposes and says:

On November 2, 2022 the DMDC Military Verification web site, which is hosted by the Director of the Department of Defense Human Resources Activity Defense Manpower Data Center (DMDC), was accessed. According to the information obtained from the DMDC Verification web site, the Defendant(s) are not active member(s) of the military service or "dependents" of service members or a national guard member under a call to service authorized by the governor of the state of Washington. A true and correct copy of this report is attached hereto and incorporated herewith.

I am over the age of 18; I make these statements on personal knowledge unless indicated to the contrary; and I am competent to testify to the matters herein.

DATED at Auburn, Washington this 2nd day of November, 2022.



Ryan Koroch, Legal Coordinator
Credit Concepts of Washington, LLC.

Jeffrey G. Yonek
Attorney for Plaintiff
2326 AUBURN WAY N
AUBURN WA 98002



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-5997
Birth Date: Nov-XX-1999
Last Name: BINDA
First Name: JOSHUA
Middle Name:
Status As Of: Nov-02-2022
Certificate ID: 8VFQC4V5MW0P9Z5

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

STATE OF WASHINGTON
SNOHOMISH COUNTY DISTRICT COURT
SOUTH DIVISION

FILED

NOV 16 2022

SNO. CO. DISTRICT COURT
SOUTH DIVISION

CREDIT CONCEPTS OF WASHINGTON LLC, a

Case No.: C22-1504

Washington limited liability company

Plaintiff(s),

AMENDED DECLARATION OF SERVICE

vs.

JOSHUA BINDA

Defendant(s).



I Garret Croxon, the declarant, certify under the penalty of perjury under the laws of the State of Washington that the following is true and correct, and that I have personal knowledge and am competent to testify to the same. That on 10/09/2022 at 6:32 PM, at the below address of defendant(s), I served one copy of the Summons and Complaint~1 in delivering 1 true and correct copy thereof into the control of and leaving same with: JOSHUA BINDA

Description of person process was left with:

Sex: Male - Skin: Black - Hair: Black - Approx. Age: 25 - Height: 5ft 06in - Weight: 150 lbs

Service Address: 20409 68TH AVE W #H302,
Lynnwood, WA 98036

I certify I am a competent person 18 years of age or older, a resident of the state of WA, and am not a party to nor an officer, director, or employee of, nor attorney for any party, corporate or otherwise.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

WA Standard Service

\$65.00

TOTAL:

\$65.00

Date: _____

Signed at Everett, WA

X

Garret Croxon

Registered Process Server

License#: 2015-50

Titanium Legal Services

400 International Way, Suite 190

Springfield, OR 97477

(541) 335-2246

Job#: 201991

Client ID: 642

Client Ref#: 1860541-1

STATE OF WASHINGTON
SNOHOMISH COUNTY DISTRICT COURT
SOUTH DIVISION

CREDIT CONCEPTS OF WASHINGTON LLC, a
Washington limited liability company
Plaintiff(s),

Case No.: C22-1504

DECLARATION OF SERVICE

FILED

OCT 17 2022

Snohomish County District Court
South Division

vs.

JOSHUA BINDA
Defendant(s).



I Garret Croxon, the declarant, certify under the penalty of perjury under the laws of the State of Washington that the following is true and correct, and that I have personal knowledge and am competent to testify to the same. That on 10/09/2022 at 6:32 PM, at the below address of defendant(s), I served one copy of the in delivering 1 true and correct copy thereof into the control of and leaving same with: JOSHUA BINDA

Description of person process was left with:

Sex: Male - Skin: Black - Hair: Black - Approx. Age: 25 - Height: 5ft 06in - Weight: 150 lbs

Service Address: 20409 68TH AVE W #H302,
Lynnwood, WA 98036

I certify I am a competent person 18 years of age or older, a resident of the state of WA, and am not a party to nor an officer, director, or employee of, nor attorney for any party, corporate or otherwise.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

WA Standard Service

\$65.00

TOTAL:

\$65.00

Date: 10/11/2022 11:41 AM -0700
(PDT)

Signed at Everett WA

X
Garret Croxon
Registered Process Server
License#: 2015-50
Titanium Legal Services
400 International Way, Suite 190
Springfield, OR 97477
(541) 335-2246
Job#: 201991
Client ID: 642
Client Ref#: 1860541-1

FILED

SEP 28 2007

SNOHOMISH COUNTY DISTRICT COURT, SOUTH DIVISION
CASE INFORMATION COVER SHEETSNO. CO. DISTRICT COURT
SOUTH DIVISION

Name Code: CA-CCI-00007 (PIERCE COUNTY ONLY)

Court Case Number CLL-1504Attorney Name Jeffrey G. Yonek Bar Number WSBA17762Plaintiff/Petitioner Credit Concepts of Washington LLCDefendant/Respondent: Joshua BindaAmount of Suit \$2,986.78Please check one category that best describes this case for indexing purposes. Accurate case indexing saves time in docketing new cases and assists in forecasting needed judicial resources. Cause of action definitions are listed on this form. Thank you for your cooperation.

<input type="checkbox"/> Automobile Damages (AUT)	<input type="checkbox"/> Loan (LOA)	<input type="checkbox"/> Rent (REN)
<input checked="" type="checkbox"/> Breach of Contract (BRE)	<input type="checkbox"/> NSF Check (NSF)	<input type="checkbox"/> Replevin (REP)
<input type="checkbox"/> Commercial Electronic Mail (CEM)	<input type="checkbox"/> Open Account (OPA)	<input type="checkbox"/> Restitution (RES)
<input type="checkbox"/> Damage Deposit (DD)	<input type="checkbox"/> Other (OTH)	<input type="checkbox"/> Services Rendered (SER)
<input type="checkbox"/> Deposition Sister State (DEP)	<input type="checkbox"/> Petition for Seized Goods (PFS)	<input type="checkbox"/> Transcript (TRN)
<input type="checkbox"/> Foreclosure Lien (FOR)	<input type="checkbox"/> Personal Injury (PIN)	<input type="checkbox"/> Wages (WAG)
<input type="checkbox"/> Goods and Services (GS)	<input type="checkbox"/> Property Damages (PRP)	<input type="checkbox"/> Written Instrument (WR)
<input type="checkbox"/> Lease Agreement (LA)		

If you cannot determine the appropriate category, please describe the cause of action below:

CASE INFORMATION DEFINITIONS

Automobile Damages-Complaint involving damage to an automobile.**Breach of Contract**-Complaint involving monetary dispute where a contract is involved.**Commercial Electronic Mail**-Complaint involving receipt of unsolicited commercial email**Damage Deposit**-Request for return of a damage deposit.**Deposition Sister State**-Request by an out of state party for judge to sign a subpoena/supoea duces tecum for party within the court's venue.**Foreclosure**-Complaint involving termination of ownership rights when a mortgage or tax foreclosure is involved, where ownership is not in question.**Goods and Services**-Money owed for goods and services rendered.**Lease Agreement**-money owed on lease agreement.**Loan**-Money due on a loan.**NSF Check**-Check written with non-sufficient funds in the account.**Open Account**-Money due on a revolving account.**Other**-Used when other cause codes do not apply.**Personal Injury**-Complaint involving physical injury.**Petition for Seized Goods**-Petition for return of money or possessions seized by a police agency.**Property Damage**-Complaint involving damage to property.**Rent**-Money due for rent owing.**Replevin**-Action for recovery of personal property or monetary value.**Restitution**-Petition for restoring property or proceeds, not an unlawful detainer.**Services**- Money due for services rendered.**Transcript**-Transcript of judgment filed from another court.**Wages**-Money owed for wages earned.**Written Instrument**-Money owed based upon a written instrument such as a promissory note, contract, etc.

=====

Customer Statement

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Statement Date / Time: 08-31-2022 9:03:05 AM
Customer #: 1860541-1
Customer Name: JOSHUA BINDA
Customer Addr: 20409 68TH AVE W #H302 LYNNWOOD WA 98036
Customer Phone: H:000-000-0000 C:425-232-8945

Year: 2012
Make: FORD
Model: FOCUS
Stock #: CL190466
Beginning Balance: 3,734.96
Current Balance: 2,986.78 ✓
Interest Due: 181.06
Total Interest Due: 181.06
Amount Past Due: 438.14
Days Past Due: 52
Pay Off: 3,167.84
Interest / Day: 2.4500
Payment: 208.64
Last Payment Date: 06-18-2022 ✓
Last Interest Date: 06-18-2022
Loan Date: 10-11-2021
Of Payments: 24
Payment Type: 12
APR: 29.900
NSF Fee: 0.00
Late Fees: 20.86/0.00/0.00

Contractual DUE Date: 07-10-2022
Amount Due: \$ 438.14

NOTE Amount due includes the PAYMENT amount plus any Late amounts plus LATE Fee and NSF Fee.

=====

FILED

SEP 08 2022

SNO. CO. DISTRICT COURT
SOUTH DIVISION

**SNOHOMISH COUNTY DISTRICT COURT, SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON**

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,

Plaintiff,

vs.

Joshua Binda,

Defendant(s),

NO. **CU-1514**

SUMMONS

(20 DAYS)

A lawsuit has been started against you in the above entitled court by Credit Concepts of Washington, LLC, Plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the person signing this summons within 20 days after the service of this summons, excluding the day of service, and file a copy with the court named above. If you do not, a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he/she asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered. A copy of all responsive pleadings must be filed with the court.

Any response or notice of appearance which you serve on any party to this lawsuit must also be filed by you with the court within 20 days after the service of this summons, excluding the day of service.

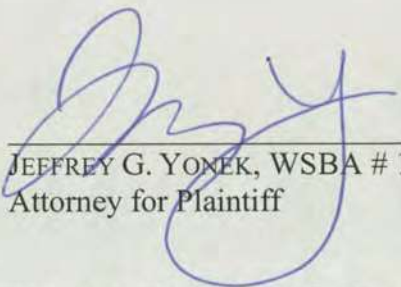
If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served and filed with the court on time.

Jeffrey G. Yonek
Attorney for Plaintiff
2326 Auburn Way N
Auburn, WA 98002
(206) 242-1616; Fax (206) 242-1333

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3 If you are on active duty in the military service, or a dependent of an active duty service
4 member, you have additional rights under the provision of RCW 38.42. A notice regarding
5 those rights is attached.

6 This summons is issued pursuant to Rule 4 of the Civil Rules for Courts of Limited
7 Jurisdiction.

8 Dated: 08/31/22

9
10 
11 JEFFREY G. YONEK, WSBA # 17762
12 Attorney for Plaintiff

13 "NOTICE: State and federal law provide protections to defendants who are on active
14 duty in the military service, and to their dependents. Dependents of a service member are the
15 service member's spouse, the service member's minor child, or an individual for whom the
16 service member provided more than one-half of the individual's support for one hundred eighty
17 days immediately preceding an application for relief.

18 One protection provided is the protection against the entry of a default judgment in
19 certain circumstances. This notice only pertains to a defendant who is a dependent of a member
20 of the National Guard or a military reserve component under a call to active service for a period
21 of more than thirty consecutive days. Other defendants in military service also have protections
22 against default judgments not covered by this notice. If you are the dependent of a member of
23 the National Guard or a military reserve component under a call to active service for a period of
24 more than thirty consecutive days, you should notify the plaintiff or the plaintiff's attorneys in
25 writing of your status as such within twenty days of the receipt of this notice. If you fail to do
so, then a court or an administrative tribunal may presume that you are not a dependent of an
active duty member of the National Guard or reserves, and proceed with the entry of an order
of default and/or a default judgment without further proof of your status. Your response to the
plaintiff or plaintiff's attorneys about your status does not constitute an appearance for
jurisdictional purposes in any pending litigation nor a waiver of your rights."

22 **NOTICE:** The full or partial payment of the amounts sued for might result in an award of
23 costs.

FILED

SEP 08 2012

SNO. CO. DISTRICT COURT
SOUTH DIVISION

**SNOHOMISH COUNTY DISTRICT COURT, SOUTH DIVISION
COUNTY OF SNOHOMISH, STATE OF WASHINGTON**

CREDIT CONCEPTS OF WASHINGTON,
LLC, a Washington limited liability company,

Plaintiff,

vs.

Joshua Binda,

Defendant(s),

NO. CU-1504

COMPLAINT ON WRITTEN
INSTRUMENT

COMES NOW plaintiff above named, and for claim against defendant(s), alleges and states:

I.

At all relevant times, defendant(s) were and are now subject to the jurisdiction of this court.

II.

Plaintiff is a duly licensed and subsisting Washington limited liability company, and licensed consumer loan company.

III.

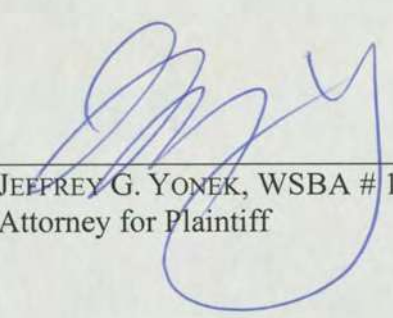
For good and valuable consideration, Defendant(s) either entered into a contractual obligation with Plaintiff or Plaintiff purchased or was assigned a contractual obligation with Defendant(s) as obligor(s). Defendant(s) became delinquent thereon, having failed to pay the

Jeffrey G. Yonek
Attorney for Plaintiff
2326 Auburn Way N
Auburn, WA 98002
(206) 242-1616; Fax (206) 242-1333

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3 notes(s) according to its terms, leaving a principal balance due of \$2986.78, together with
4 accrued interest of \$438.14, computed at 29.90% per annum through 08/31/22 and thereafter to
5 accrue at 29.90% per annum, plus late charges of \$20.86, less insurance rebate/refund of \$0.00,
6 all of which remains unpaid despite demand. The instrument by its terms provides for a
reasonable attorney fee in the event of collection or suit.

7
8 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them,
9 jointly and as a marital community, in the principal sum of \$2986.78, accrued interest of
10 \$438.14, computed at the rate set forth in the Note(s); and to accrue at the same rate thereafter
11 until paid; late charges of \$20.86, less insurance rebate/refund of \$0.00, together with plaintiff's
taxable costs and a reasonable attorneys fee of \$250.00 or greater as the Court may allow.

12
13 Dated: 08/31/22

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16 _____
17 JEFFREY G. YONEK, WSBA # 17762
18 Attorney for Plaintiff
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18604541-1
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Jeffrey G. Yonek
Attorney for Plaintiff
2326 Auburn Way N
Auburn, WA 98002
(206) 242-1616; Fax (206) 242-1333

23-2-08147-31
DFJG 8
Default Judgment
15565541



FILED

2023 NOV -8 PM 1:56

HEIDI PERCY
COUNTY CLERK
SNOHOMISH CO. WASH

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SNOHOMISH

HEATHER RIDGE APARTMENTS, LLC
Plaintiff,

vs.

JOSHUA NUETEH BINDA
Defendant(s).

54605.0009

NO. 23-2-08147-31

FINDINGS OF FACT, CONCLUSIONS OF
LAW, ORDER OF DEFAULT AND
DEFAULT JUDGMENT

(Clerk's Action Required)

JUDGMENT SUMMARY

Judgment Creditor: HEATHER RIDGE APARTMENTS, LLC

Judgment Debtor(s): JOSHUA NUETEH BINDA

Principal Judgment Amount: \$10,300.45

Plus Daily Rent of: \$45.00

after November 8, 2023

until possession is restored to plaintiff

Interest on Said Judgment: \$-0-

Attorneys' Fees: Reserved

Costs: \$419.46

Attorney for Judgment Creditor: Puckett & Redford PLLC

Principal Judgment, Attorney's Fees and Costs Shall Bear Interest at 12% Per Annum

THIS MATTER came on for hearing on the motion of the plaintiff for a default judgment against the defendant(s). The motion was supported by the Declaration of one of the attorneys for the plaintiff, the declaration of service of the notice and of the summons and complaint.

The court considered the evidence, and being fully advised, now makes the following:

FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER OF
DEFAULT & DEFAULT JUDGMENT-1

ORIGINAL

PUCKETT & REDFORD PLLC

901 Fifth Avenue, Suite 8400
SEATTLE, WASHINGTON 98164
TELEPHONE: (206) 386-4800

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FINDINGS OF FACT

I

Plaintiff has and still does rent to defendant(s) the premises described in the complaint.

II

Defendant(s) took possession of the described premises immediately after tenancy commenced and possession has continued since that time.

III

Defendant(s) owe(s) monthly rent in the sum of \$10,300.45, plus \$45.00 per day after November 8, 2023, until possession is restored to plaintiff.

IV

On September 7, 2023, there was served upon defendant(s) in the manner provided in R.C.W. 59.12.040 a notice to pay rent or vacate the premises. Defendant(s) did not comply within the time period allowed by law and is/are now unlawfully detaining the premises.

V

On October 21, 2023, the defendant(s) was/were served with a copy of the Summons and Complaint for Unlawful Detainer requiring an appearance and answer by October 30, 2023. Defendant(s) failed to appear or answer by the response date and is/are now in default.

From the foregoing Findings of Fact, the court makes the following:

CONCLUSIONS OF LAW

I

The Defendant(s) is/are in default. Jurisdiction and Venue are proper in this court.

II

Judgment should be entered in favor of plaintiff and against defendant(s) for unpaid rent and costs as set forth in the Judgment Summary which the Court has reviewed and finds to be reasonable and issuance of a Writ of Restitution.

JUDGMENT

The court having made and entered its Findings of Fact and Conclusions of Law, NOW, THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I

1 The Clerk of the Court shall issue a Writ of Restitution pursuant to RCW 59.18
2 immediately forthwith, returnable ten (10) days after its date of issuance, directing the
3 Sheriff to remove the defendant(s) and all others from the property and to restore possession
4 of the property described as **HEATHER RIDGE APARTMENTS, 20409 68 TH**
5 **AVENUE WEST, #H-302, LYNNWOOD, SNOHOMISH County, Washington, 98036.**
6 If return is not possible within 10 days, the return on this writ shall be automatically
7 extended for an additional 20-day period. The Writ shall also authorize the Sheriff to break
8 and enter as necessary.

II

7 Defendant(s) is/are guilty of unlawful detainer and the tenancy of the defendant(s) in
8 the premises is hereby terminated.

III

9 Plaintiff is awarded judgment against defendant(s) as set forth in the Judgment
10 Summary above. These sums shall accrue interest at twelve percent (12%) per annum until
11 paid.

IV

12 Defendant(s) shall not be allowed back in the rental premises, or any part of the
13 property that the rental premises is a part thereof, including common areas, after either
14 the execution of the writ of restitution and return of the property to the Plaintiff or the
15 voluntary vacation of the rental premises by the Defendant(s) prior to the enforcement of
16 the writ of restitution, without the management's prior written permission.

15 DONE IN OPEN COURT **NOV - 8 2023**

16 
JUDGE/COURT COMMISSIONER

17 Presented by
18 **PUCKETT & REDFORD PLLC**

19 
Randy Redford/WSBA No. 21529
20 Tom M. Morningstar/WSBA No. 44245
21 Attorneys for Plaintiff
22
23
24
25
26

Complaint Against: Joshua Binda

Submitted: 1/28/25

Notice to Respondent Due By: 2/7/25 per WAC 390-37-050(1)

90 Day Initial Hearing Deadline: 4/28/25 per RCW 42.17A.755(3)

Statutes Violated: RCW 42.17A.700, . 710

Background

Washington State's Personal Financial Affairs Disclosure Law

One of the primary purposes of the public disclosure law is to provide citizens of this state, and especially voters, with the means for becoming informed about the personal financial affairs of elected officials. The public disclosure law was enacted through voter approval of Initiative 276 in 1972.

Personal financial information is disclosed on the F-1 report by candidates at the start of the campaign and annually by elected officials, state boards and commissions members, state agency directors, and legislative and gubernatorial professional staff. Appointed officials must file the F-1 report within 2 weeks of being appointed.

This information allows the public to assess whether elected officials may have conflicts of interest.

Background

In only 4 short years, the PDC has found four separate violations against Joshua Binda. See PDC Cases #100348, #100589, #110503, and #136332. Binda has already been fined twice for failure to timely and accurately file F1 reports. See link: <https://www.pdc.wa.gov/rules-enforcement/enforcement/enforcement-cases?respondent=Binda>

Binda currently owes \$1,363 in unpaid PDC penalties.

Violations

In 2021, when he was a candidate, Binda's F1 covering 2020 would have been due no later than 3/13/21 however it was not filed until 7/14/21, well after the deadline.

Additionally, Binda's annual F1s for 2021, 2022, and 2023 were all required to have been filed on or about April 15 of their respective years. Not a single one of these F1 reports have been filed on time.

Moreover, state law requires that candidates/elected officials disclose: *"...the name and address of each creditor to whom the value of \$2,400 or more was owed; the original amount of each debt to each creditor; the amount of each debt owed to each creditor as of the date of filing; the terms of repayment of each debt; and the security given, if any, for each such debt."*

Binda has failed to report debt on any of the four F1 reports he has filed.

As of November 18, 2022, Credit Concepts of Washington LLC obtained a judgement against Binda in the amount of \$3760.84 which was unpaid as of May 3rd, 2023. With interest that amount

accrued to \$4113.75. See attached. See also C22-1504 in Snohomish Co. District Court. Binda failed to report this debt.

Additionally, a judgement was imposed against Binda in the amount of \$10,300.45 for failure to pay rent for his apartment. The creditor is Heather Ridge Apartments LLC. See attached. See also Case No. 23-2-08147-31 in Snohomish Co. Superior Court.

According to an article published this week by the Lynnwood Times, Binda has also likely omitted other debts on his F1 reports. See link: <https://lynnwoodtimes.com/2025/01/27/everett-address/>

Conclusion

I urge the PDC staff to take quick action and resolve the noncompliance identified in this complaint.

Best,

/s/

Conner Edwards
(425) 533-1677 cell