

EXHIBIT 1

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY
IN PROBATE

In re Estate of

DAVID K. DORLAND,

Deceased.

NO. 15-4-06410-7 SEA

NONJUDICIAL BINDING AGREEMENT

RCW 11.96A.230

Pursuant to RCW 11.96A.230, this Agreement shall be binding on the Parties to the Nonjudicial Binding Agreement attached as Exhibit A (the "Agreement"), and upon filing, the Agreement shall be deemed approved by the Court.

DATED this 10th day of April, 2020.

DAVIS WRIGHT TREMAINE LLP

By *s/ Jaime Drozd Allen*

Jaime Drozd Allen, WSBA #35742

920 Fifth Avenue, Suite 3300

Seattle, WA 98104-1610

Telephone: (206) 757-8039

Fax: (206) 757-7039

E-mail: jaimeallen@dwt.com

Attorneys for Iliad, Inc.

CERTIFICATE OF SERVICE

1
2 I hereby certify that I caused the document to which this certificate is attached to be e-
3 filed with the King County Superior Court and delivered to the following via email:

4 Kasey D. Huebner
5 GORDON TILDEN THOMAS & CORDELL LLP
6 600 University Street, Suite 2915
7 Seattle, WA 98101-4172
8 khuebner@gordontilden.com

9 Jason W. Burnett
10 REED LONGYEAR MALNATI AHRENS, PLLC
11 801 Second Avenue, Suite 1415
12 Seattle, WA 98104-1517
13 jburnett@reedlongyearlaw.com

14 Tiffany R. Gorton
15 KUTSCHER HEREFORD BERTRAM BURKART BROWN & CASHMAN
16 705 Second Avenue, Suite 800
17 Seattle, WA 98104-1711
18 tgorton@khbblaw.com

19 Aric Jarrett
20 STOEL RIVES LLP
21 600 University Street, Suite 3600
22 Seattle, WA 98101
23 aric.jarrett@stoel.com

24 James W. Spencer
25 BROTHERS & HENDERSON, P.S.
26 2722 Eastlake Avenue E, Suite 200
27 Seattle, WA 98102-3143
jamess@brothershenderson.com

Emily H. Gant
FOSTER GARVEY PC
1111 Third Avenue, Suite 3000
Seattle, WA 98101-3296
emily.gant@foster.com

Eric J. Harrison
5400 California Avenue SW, Suite E
Seattle, WA 98136
eric@attorneywestseattle.com

1 Declared under penalty of perjury under the laws of the state of Washington dated at
2 Seattle, Washington this 10th day of April, 2020.

3 s/ Anita A. Miller
4 Anita A. Miller, Legal Secretary

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EXHIBIT A

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In the Matter of the Estate of

DAVID K. DORLAND,

Deceased.

No. 15-4-06410-7 SEA

**NONJUDICIAL BINDING
AGREEMENT**

(RCW 11.96A.220)

This Nonjudicial Dispute Resolution Agreement (“**Agreement**”) is made pursuant to the authority granted under RCW 11.96A.220.

The parties to this Agreement are:

1. Iliad, Inc., and David Dorland, Jr. in his capacity as President of Iliad, Inc. (collectively, “**Iliad**”);
2. The Estate of David K. Dorland, Sr. and David Dorland, Jr. in his capacity as Administrator of the Estate of David K. Dorland, Sr. (collectively, the “**Estate**”);
3. David Dorland, Jr. individually and the marital community comprised of David Dorland and Erica Redman Dorland (“**David**”);
4. Sondra LeBaron (“**Sondra**”), who represents and warrants to the other Parties that she is not married and has no marital community;
5. Derek Dorland (“**Derek**”), who represents and warrants to the other Parties that he is not married and has no marital community;

1 presentment of this Agreement and hereby agree that this Agreement shall be binding on all
2 Parties and shall have the effect of a final court order or judgment.

3 3. Settlement Payment to Sondra, Jason, Dusty, and Derek. Iliad shall pay into an
4 escrow account established by it the amount of \$137,500 to each of Sondra, Jason, Dusty, and
5 Derek (collectively, “**Claimants**”), for a total cumulative settlement payment of \$550,000
6 (“**Settlement Payment**”), within seven (7) calendar days after complete execution by the
7 Parties and entry by the Court of this Agreement, with any agreed upon redactions for personal
8 or private information (the date on which this Agreement is filed with the Court shall be
9 referred to herein as the “**Entry Date**”). All Parties agree these payments will be treated as
10 distributions of Claimants’ shares of the Estate. The date of delivery of the Settlement Payment
11 into escrow shall be referred to herein as the “**Settlement Payment Date**”. Iliad shall provide
12 instructions to the escrow agent that the Settlement Payment funds shall be released from
13 escrow to Claimants ten (10) calendar days after the Transfer Date (as that term is defined
14 below) of Iliad Water Co., LLC (“**Iliad Water Co.**”), as described below in Paragraph 4.
15 Payment shall be made by the escrow agent as follows (collectively, the “**Settlement Payment**
16 **Disbursement**”):

- 17 • To Jason, via check in the amount of \$137,500 payable to “Jason Dorland” and
18 delivered to the offices of Gordon Tilden Thomas & Cordell c/o Kasey Huebner,
19 One Union Square, 601 University Street, Ste. 2915, Seattle, WA 98101;
- 20 • To Sondra, via a check in the amount of \$137,500 payable to “Sondra LeBaron”
21 and delivered to KHBB Law, c/o Tiffany Gorton, Hoge Building, Ste. 800, 705
22 2nd Avenue, Seattle, WA 98104;
- 23 • To Dusty, via check in the amount of \$137,500 payable to “Dusty Dorland” and
24 delivered to Reed, Longyear, Malnati & Ahrens, PLLC, c/o Jason W. Burnett,
25 801 2nd Avenue, Ste. 1415, Seattle, WA 98104; and

- To Derek, via a check in the amount of \$137,500 payable to “Derek Dorland” and delivered to Brothers & Henderson, c/o James Spencer, 2722 Eastlake Ave. E., Ste. 200, Seattle, WA 98102.

4. Transfer of Iliad Water Co. Iliad is the sole shareholder of Iliad Water Co. as of the Effective Date of this Agreement.¹ Iliad shall transfer ownership of Iliad Water Co. as a going concern as-is and with no representations and express or implied warranties, including, but not limited to, warranties of merchantability or for fitness for particular purpose. Based on the Parties’ present understanding of the process necessary to transfer an entity regulated by the Washington State Utilities commission (“WUTC”), Iliad agrees to transfer all of its right, title, and interest in Iliad Water Co., as a going concern, including but not limited to the assets of Iliad Water Co. described below (collectively, the “**Transfer**”), to Blue Rock, LLC (“**New Entity**”), whose designated contact is Tom Pors and contact information (address and phone number) is 1700 7th Ave. Suite 2100, Seattle, WA 98101, 206-357-8570 (“**Designated Contact**”), as follows:

- a. **Property Included in the Transfer.** In addition to transferring its ownership interests in Iliad Water Co., Iliad will transfer all of Iliad Water Co.’s assets, including but not limited to easements, franchises, wells, all pumps and appurtenances, cash, bank account information, water rights, receivables, customer accounts and records, job files, maps, master water systems files, contracts, accounting records, databases, meter reading equipment, bank statements, financial statements, tax returns, assets on hand or

¹ Iliad Water Co. includes the entities formerly known as: Marbello; Cliftonwood; Sunland Shores; Tala Point; Alderlake; Cascade Crest; Cherry Creek; Fragaria Landing; Hunt I/II; Stavis I; Stavis II/III; Lower; Sunwood/Graham; Hunt III; NW Water Company d/b/a Northwest Estates Water System; 85 Acres; Marysville (also known as Marysville-Aqua Hills or State); Parkwood; Skyview; Stillridge; Suddenview; Sunny Hills; Vashon; and Vista Glen; which are now comprised as any and all assets in Washington State Group A or B water systems listed by the Washington State Department of Health for owner identification numbers 008971, 010958, 013764, 014360, 018225, and 035746.

1 held in financial accounts as of January 13, 2020 (the date of the CR 2A Agreement) to
2 the New Entity, with the exception of the items described in Paragraph 4(b) below
3 (“**Transferred Items**”).

4 **b. Iliad’s Liability for Debts, Liens and Encumbrances for Iliad Water Co.**

5 Iliad shall transfer Iliad Water Co. free and clear of all debts, liens, and encumbrances
6 existing as of January 13, 2020 (excepting bills for goods or services provided to, or
7 taxes incurred by, Iliad Water Co. prior to January 13, 2020, but received on or after
8 that date, in the ordinary course of Iliad Water Co. business, which such bills shall be
9 the sole responsibility of New Entity). Iliad shall not be responsible for any debts, liens,
10 encumbrances, obligations, liabilities, and/or claims arising out of, related to, or
11 regarding Iliad Water Co. or its easements, wells, all pumps and appurtenances, water
12 rights, receivables, customers, and cash and assets, including, but not limited to, any
13 debts, liens, encumbrances, maintenance, equipment operation, or other items incurred
14 or expended by New Entity after January 13, 2020. Effective January 13, 2020, New
15 Entity shall be solely responsible for bills received by Iliad Water Co. in the ordinary
16 course of business that are not past-due (including, but not limited to, bills for utilities,
17 taxes, and/or amounts due for water purchased from other municipalities, including
18 quarterly purchases). Iliad Water Co. will pay all regular and reasonable expenses due
19 prior to the Transfer Date, inclusive, including, but not limited to, all leases, utility bills,
20 taxes, bills for the purchase of water (whether or not such bills pre-date the Transfer
21 Date), and other regular and normal business expenses at their reasonable and
22 customary rate. Iliad Water Co. has not and will not make any payments to David or the
23 Estate on or after January 13, 2020.

24 **c. Compliance with WUTC Procedures.** The Parties will fully cooperate, as
25 necessary and reasonable, with any other procedures necessary to effectuate transfer of
26 Iliad Water Co. to the New Entity. Within seven (7) calendar days of the Entry Date,
27 Iliad shall notify the WUTC of the Designated Contact’s information. The “Transfer

1 Date” shall be the date of such notification to the WUTC by Iliad. Within five (5)
2 calendar days of the Transfer Date, Claimants shall, at their own cost, (i) pick up and
3 remove all property included in the Transferred Items; and (ii) fully vacate and
4 surrender the premises currently leased to Iliad Water Co.

5 **d. Name Change.** Within seven (7) calendar days of the Transfer Date, Claimants
6 shall provide written notice to the WUTC, and shall file necessary paperwork with the
7 Washington Secretary of State and all other applicable agencies, to change the name of
8 Iliad Water Co. The name of the New Entity and any “dba” used by the New Entity
9 shall not include the terms “Iliad” and/or “Dorland.” Notwithstanding anything to the
10 contrary in this Agreement, the Transfer is effective as of the Transfer Date, not as of
11 the date the name of Iliad Water Co. is changed.

12 **e. Transfer of Ownership Documentation.** Claimants shall, at their own cost,
13 prepare, execute, file, and/or record any and all documents necessary to transfer
14 ownership of Iliad Water Co., including, but not limited to, all Transferred Items.

15 **f. Indemnification by Iliad for Certain Items.** Iliad, on its behalf and on behalf
16 of its successors and assigns, agrees to indemnify, protect, defend, and hold harmless
17 Iliad Water Co., along with any of its successors or assigns, and the Parties from the
18 following, to the extent they existed prior to the Transfer Date: (i) any outstanding
19 debts associated with or incurred by the water systems, other than those specifically
20 excluded in this Agreement prior to the Transfer Date; (ii) any outstanding notes to
21 Weiss, Weiner, and Gustafson; (iii) any debts owed to or by David, Iliad, or the Estate;
22 (iv) any governmental or regulatory action initiated prior to the Transfer Date,
23 specifically excluding any ongoing obligations of Iliad Water Co. as a result of any
24 governmental or regulatory action for which the New Entity will be responsible; and (v)
25 any and all penalties, interest, claims, actions, liabilities, damages, and losses,
26 including, but not limited to, any staff investigations, findings, or settlements incurred
27 prior to the Transfer Date, except as specifically excluded in this Agreement; and (vi)

1 any taxes or expenses due prior to the Transfer Date. Notwithstanding anything to the
2 contrary in this Agreement, Iliad shall have no obligation to indemnify, defend, or hold
3 harmless Iliad Water Co., New Entity, or Claimants with respect to any claims, causes
4 of action, suits, actions, damages, debts, liabilities, or other losses of any nature
5 whatsoever asserted, in whole or in part, by or on behalf of the Parties' spouses,
6 individually or in any other capacity, and/or any entity that they are employed by or in
7 which they have an ownership, membership, management, officer, director, agency,
8 contractor, or other interest.

9 **g. Retention of Current Employees.** Iliad Water Co. shall not terminate any
10 employees or members of staff between the Entry Date and the Transfer Date, except
11 for cause.

12 **h. Orderly Transition and Cooperation.** Iliad shall reasonably facilitate the
13 orderly transition of Iliad Water Co. to the New Entity, and Dusty, Sondra, Derek, and
14 Jason shall reasonably cooperate promptly and fully in the orderly transition of Iliad
15 Water Co. to New Entity.

16 **i. Claimants' Bear Fees and Costs of Transfer.** Claimants shall bear any and all
17 fees, costs, and expenses incurred by one or more of them related to or arising out of the
18 Transfer, including, but not limited to, any fees due to the WUTC resulting from the
19 transfer of Iliad Water Co. or fees due to the Secretary of State related to the name
20 change of Iliad Water Co.

21 5. Iliad, Inc. Within fourteen (14) calendar days after the Transfer Date, the Estate
22 shall take all necessary actions to effect the transfer of, and assign all right and title to, all
23 outstanding shares in Iliad, Inc. DBA Iliad Construction to David.

24 6. Employment of Dusty Dorland by Iliad. Dusty shall remain employed by Iliad
25 until the Transfer Date on the same terms and conditions under which he was currently
26 employed on January 13, 2020. Upon termination of Dusty's employment, Iliad will provide
27 notice of COBRA benefits, if any, pursuant to federal law.

1 7. Withdrawal and Release of Creditor Claims. Within five (5) calendar days of
2 the Settlement Payment Disbursement, Iliad shall execute and file in the Probate Action a
3 withdrawal and release of its creditor claim.

4 8. Release. Subject to the limitations in Paragraph 9 of this Agreement and except
5 to enforce the terms of this Agreement, effective immediately upon delivery of the Settlement
6 Payment Disbursement, the Parties, in their individual capacities and respective marital
7 communities, and on their behalf and on behalf of their past, present, and future subsidiaries,
8 parents, divisions, affiliates, officers, directors, governors, owners, shareholders, stockholders,
9 members, managers, associates, predecessors, successors, assigns, agents, partners, employees,
10 contractors, servants, insurers, re-insurers, administrators, representatives, trustees, marital
11 community, issue, heirs, beneficiaries, devisees, remaindermen, attorneys, auditors,
12 accountants, and advisors (each a “**Releasing Party**” and cumulatively the “**Releasing**
13 **Parties**”), hereby forever, unconditionally, and irrevocably release and discharge each and
14 every other Party and Iliad Water Co., and its and their past, present, and future subsidiaries,
15 parents, divisions, affiliates, officers, directors, governors, owners, shareholders, stockholders,
16 members, managers, associates, predecessors, successors, assigns, agents, partners, employees,
17 contractors, servants, insurers, re-insurers, administrators, representatives, trustees,, marital
18 communities, issue, heirs, beneficiaries, devisees, remaindermen, attorneys, auditors,
19 accountants, and advisors (each a “**Released Party**,” and cumulatively “**Released Parties**”) of
20 and from any and all manner of action(s), cause(s) of action in law or in equity, and any and all
21 suits, debts, liens, claims, counterclaims, cross-claims, complaints, charges, demands, damages,
22 liabilities, obligations, guaranties, warranties, violations, breaches, rights, losses, injuries, fees,
23 costs, and expenses of any nature whatsoever, now known or unknown, whether suspected or
24 unsuspected, latent or patent, choate or inchoate, fixed or contingent, matured or unmatured,
25 legal or equitable, express or implied, and asserted or unasserted existing as of the Entry Date,
26 including, without limitation, all claims, counterclaims, and cross-claims that could have been
27 asserted by them in connection with any claim, known or unknown, arising on or before the

1 Entry Date, including but not limited to any and all claims to all rights under the Estate
2 Planning Documents or any later discovered documents, and all claims against Iliad and/or its
3 related, owned, or affiliated companies (each a “**Released Claim**” and cumulatively “**Released**
4 **Claims**”). The Parties acknowledge and agree that this Mutual Release is intended to be
5 interpreted and construed as broadly as possible.

6 9. Reservation of Rights. The Parties acknowledge and agree that the releases set
7 forth in Paragraph 8 of this Agreement are intended to be mutual and reciprocal. Accordingly,
8 notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is
9 intended to, nor shall it be deemed, interpreted, or construed to, settle, release, discharge,
10 terminate, waive, compromise, impair, modify, or otherwise affect any claims, causes of action,
11 or suits that have or could have been asserted against or asserted by, the Parties’ spouses, in
12 their separate and individual capacities and/or their marital community in the event their
13 marital community is found to not be bound by this Agreement, by a mediator/arbitrator or a
14 court of competent jurisdiction, and/or any entity that they are employed by or in which they
15 have an ownership, membership, management, officer, director, agency, contractor, or other
16 interest.

17 10. Use of Documents. Other than disclosure to their attorneys, tax advisors, or
18 financial advisors, Claimants stipulate, warrant, covenant, and agree (a) to not use, disclose, or
19 share, and (b) to maintain in confidence, all documents and electronically stored information
20 received from Iliad or the Estate, whether directly or indirectly through one or more Parties or
21 their spouses, with the exception of documents related to Iliad Water Co.

22 11. Attorneys’ Fees and Costs. Each Party shall bear his, her, or its own attorneys’
23 fees and costs incurred with respect to the negotiation, drafting, and execution of this
24 Agreement (and the CR 2A Agreement (as that term is defined below)), except that Iliad and/or
25 the Estate shall pay any mediator’s fees incurred through January 13, 2020. Each party will
26 bear its own fees and costs for the mediation occurring on April 8, 2020.

1 12. Snowmobiles. Jason shall dispose of the snowmobiles and trailer in his
2 possession as he chooses.

3 13. 2014 Toyota Scion Automobile: Within a reasonable time after the execution of
4 this Agreement, but in any event not to exceed two (2) weeks, the Estate shall assign all right
5 and title to that certain Scion Automobile in the name of DKD to Ryan Dorland. Ryan Dorland
6 shall be responsible for any transfer and/or licensing fees, charges, and taxes.

7 14. Arbitration. The Mediator, Hon. Steve Scott (ret.), shall retain jurisdiction to
8 mediate and arbitrate disputes concerning the drafting, terms, and execution of this Agreement.
9 Any disputes that cannot be first resolved through mediation shall be resolved by binding, non-
10 appealable arbitration before the Mediator, acting as arbitrator. The prevailing party(ies) may
11 be entitled to recover its/their fees and costs in any such arbitration, in the discretion of the
12 arbitrator.

13 15. Compromise. Subject to the limitations in Paragraph 9 of this Agreement, it is
14 agreed and understood that this Agreement is a compromise of disputed claims and defenses,
15 that this settlement is being made in order to avoid the costs of protracted litigation, that this
16 Agreement is not to be construed as an admission of fault or liability or of the truth of any issue
17 of fact on the part of any of the Parties herein, and that such Parties expressly deny any and all
18 fault and liability. The Parties specifically allocate the risk of any mistake by any Party in
19 entering into this Agreement to the Party or Parties who later claim they were mistaken about
20 any aspect of their dispute in this Agreement.

21 16. Voluntary Execution. In executing this Agreement, the Parties unconditionally
22 acknowledge and agree that they (a) had a sufficient time to consider and review this
23 Agreement before signing it; (b) carefully read this Agreement; (c) had the opportunity to
24 consult with, and seek the advice of, duly licensed and competent attorneys of their own
25 choosing, and have in fact done so; (d) have executed this Agreement after independent
26 investigation, and without fraud, duress, or undue influence; (e) fully understand this
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1 Agreement and are entering into it voluntarily; and (f) attest that they have the capacity to enter
2 into, and are competent to execute this Agreement.

3 17. Severability. If any provision of this Agreement, other than Paragraphs 3, 4, or
4 5 the application of any such provision to any such person or circumstance shall be held
5 invalid, illegal, or unenforceable in any respect by a Court of competent jurisdiction, such
6 invalidity, illegality, or unenforceability shall not affect any other provision hereof; provided,
7 however, that if Paragraphs 3, 4, or 5 or the application of any such provision to any such
8 person or circumstance shall be held invalid, illegal, or unenforceable, whether whole or in
9 part, the entirety of this Agreement shall be terminated and shall be null, void, and
10 unenforceable.

11 18. Governing Law. This Agreement shall be governed and construed in
12 accordance with the laws of the State of Washington, without regard to its conflict of laws
13 provisions, existing as of the Effective Date.

14 19. Heirs, Successors, and Assigns. All of the rights and obligations of any Party to
15 this Agreement shall be binding upon and inure for the benefit of the Parties' heirs,
16 beneficiaries, executors, administrators, assigns, or any other successor-in-interest. Pursuant to
17 RCW 11.96A.120 and common law, all persons signing this Agreement shall virtually
18 represent the distributees, heirs, issue, or other kindred of the person, and the Party's signature
19 shall constitute the signature of all persons whom the Party virtually represents, and all such
20 virtually represented persons shall be bound by this Agreement. This Agreement shall be for
21 the benefit of both the original Parties and anyone who may inherit or receive the property from
22 the original Parties.

23 20. Counterparts; Delivery. This Agreement may be executed in one or more
24 counterparts, each of which shall be deemed an original, and all of which together shall
25 constitute one and the same Agreement. Executed counterparts of this Agreement may be
26 delivered or exchanged in paper format or electronically by facsimile transmission or email. It
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1 shall not be necessary to the continued enforceability of this Agreement that any Party or their
2 counsel retain a paper copy of any counterpart bearing original “blue ink” signatures.

3 21. Entire Agreement. This Agreement constitutes the final, binding agreement and
4 understanding of the Parties with respect to the subject matters of this Agreement. This
5 Agreement replaces and supersedes all other prior or contemporaneous oral or written
6 agreements and understandings other than the CR2A Agreement signed by the Parties on
7 January 13, 2020 (“**CR2A Agreement**”). This Agreement may be amended only in a writing
8 signed by the Party or Parties sought to be bound by the amendment.

9 22. Independent Counsel. Each Party acknowledges that such Party has been
10 represented by and had the opportunity to consult with their own legal counsel. Each Party
11 acknowledges that such Party has either been represented by independent counsel or
12 acknowledges that they have been advised to seek the advice of independent counsel, and that
13 each Party has conducted such investigation of the facts and circumstances as are appropriate.
14 The Parties have been actively represented by counsel throughout the negotiations leading to
15 this Agreement and have had the opportunity to contribute to the drafting of this Agreement.
16 Aric Jarrett and Wendy Goffe of Stoel Rives LLP are the attorneys for the Estate and David
17 Dorland Jr. as the Administrator of the Estate. Emily H. Gant of Foster Garvey PC is the
18 attorney for David. Jaime Drozd Allen of Davis Wright Tremaine LLP is the attorney for Iliad.
19 Kasey D. Huebner of Gordon Tilden Thomas & Cordell LLP is the attorney for Jason. James
20 W. Spencer of Brothers & Henderson P.S. is the attorney for Derek. Jason W. Burnett of Reed
21 Longyear Malnati & Ahrens PLLC is the attorney for Dusty. Tiffany R. Gorton of KHBB Law
22 PLLC is the attorney for Sondra.

23 23. No Presumptions Based on Identity of Drafter. All Parties participated equally
24 in the drafting of this Agreement. No provision in this Agreement shall be construed against
25 any Party on the ground that that Party or its attorney was the drafter of the provision in
26 question. Consequently, the usual rules of construction of documents against the interest of the
27 Party drafting the same are hereby waived, and the Parties stipulate that this Agreement and the

1 documents contemplated hereby be construed in accordance with the intent of the Parties
2 expressed herein.

3 24. Within five (5) calendar days of the Settlement Payment Disbursement, Jason,
4 Dusty, Sondra, Derek, and any other Party that previously filed a Request for Special Notice in
5 the Probate Action shall each execute and file in the Probate Action, or cause to be executed by
6 his or her respective counsel and filed in the Probate Action, a Withdrawal of Special Notice in
7 the form attached hereto as Exhibit A.

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9
10 IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the
11 dates set forth below and, in so doing, hereby waive notice of filing of the Declaration of
12 Completion in the probate of the Estate of David K. Dorland, Sr. Each of the Parties certifies
13 under penalty of perjury under the laws of the State of Washington that the foregoing is true
14 and correct.

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16 [SIGNATURE PAGE TO FOLLOW]
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April 9, 2020

1 _____
2 David Dorland, Jr., individually;
3 David Dorland, Jr. on behalf of the marital community comprised of David Dorland, Jr. and
4 Erica Redman Dorland;
5 David Dorland, Jr. as a beneficiary,
6 David Dorland, Jr. as Administrator of the Estate; and
7 David Dorland, Jr. as President of Iliad

April 9, 2020

8 _____
9 Sondra LeBaron, individually; and
10 Sondra LeBaron, as a beneficiary

April 9, 2020

11 _____
12 Dusty Dorland, individually;
13 Dusty Dorland on behalf of the marital community comprised of Dusty Dorland and Kendra
14 Dorland; and
15 Dusty Dorland as a beneficiary

April 9, 2020

16 _____
17 Derek Dorland, individually; and
18 Derek Dorland, as a beneficiary

April 9, 2020

19 _____
20 Jason Dorland, individually;
21 Jason Dorland on behalf of the marital community comprised of Jason Dorland and Sara
22 Dorland; and
23 Jason Dorland, as a beneficiary



April 9, 2020

David Dorland, Jr., individually;
David Dorland, Jr. on behalf of the marital community comprised of David Dorland, Jr. and Erica Redman Dorland;
David Dorland, Jr. as a beneficiary,
David Dorland, Jr. as Administrator of the Estate; and
David Dorland, Jr. as President of Iliad

April 9, 2020

Sondra LeBaron, individually; and
Sondra LeBaron, as a beneficiary

April 9, 2020

Dusty Dorland, individually;
Dusty Dorland on behalf of the marital community comprised of Dusty Dorland and Kendra Dorland; and
Dusty Dorland as a beneficiary

April 9, 2020

Derek Dorland, individually; and
Derek Dorland, as a beneficiary

April 9, 2020

Jason Dorland, individually;
Jason Dorland on behalf of the marital community comprised of Jason Dorland and Sara Dorland; and
Jason Dorland, as a beneficiary

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April 9, 2020

David Dorland, Jr., individually;
David Dorland, Jr. on behalf of the marital community comprised of David Dorland, Jr. and
Erica Redman Dorland;
David Dorland, Jr. as a beneficiary,
David Dorland, Jr. as Administrator of the Estate; and
David Dorland, Jr. as President of Iliad

Sondra LeBaron

April 9, 2020

Sondra LeBaron, individually; and
Sondra LeBaron, as a beneficiary

April 9, 2020

Dusty Dorland, individually;
Dusty Dorland on behalf of the marital community comprised of Dusty Dorland and Kendra
Dorland; and
Dusty Dorland as a beneficiary

April 9, 2020

Derek Dorland, individually; and
Derek Dorland, as a beneficiary

April 9, 2020

Jason Dorland, individually;
Jason Dorland on behalf of the marital community comprised of Jason Dorland and Sara
Dorland; and
Jason Dorland, as a beneficiary

NONJUDICIAL BINDING AGREEMENT - 15

4846-6622-8153v.4 0107835-000001
4814-1059-9097v.1 0107835-000001
4843-9189-7785v.1 0107835-000001
4840-3951-1737v.1 0107835-000001

Davis Wright Tremaine LLP
LAW OFFICES
920 Fifth Avenue, Suite 3300
Seattle, WA 98104
206.622.3150 main · 206.757.7700 fax

April 9, 2020

1 _____
2 David Dorland, Jr., individually;
3 David Dorland, Jr. on behalf of the marital community comprised of David Dorland, Jr. and
4 Erica Redman Dorland;
5 David Dorland, Jr. as a beneficiary,
6 David Dorland, Jr. as Administrator of the Estate; and
7 David Dorland, Jr. as President of Iliad

April 9, 2020

8 _____
9 Sondra LeBaron, individually; and
10 Sondra LeBaron, as a beneficiary


April 9, 2020

11 _____
12 Dusty Dorland, individually;
13 Dusty Dorland on behalf of the marital community comprised of Dusty Dorland and Kendra
14 Dorland; and
15 Dusty Dorland as a beneficiary

April 9, 2020

16 _____
17 Derek Dorland, individually; and
18 Derek Dorland, as a beneficiary

April 9, 2020

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21 _____
22 Jason Dorland, individually;
23 Jason Dorland on behalf of the marital community comprised of Jason Dorland and Sara
24 Dorland; and
25 Jason Dorland, as a beneficiary

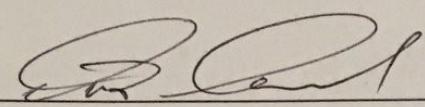
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April 9, 2020

David Dorland, Jr., individually;
David Dorland, Jr. on behalf of the marital community comprised of David Dorland, Jr. and
Erica Redman Dorland;
David Dorland, Jr. as a beneficiary,
David Dorland, Jr. as Administrator of the Estate; and
David Dorland, Jr. as President of Iliad

April 9, 2020

Sondra LeBaron, individually; and
Sondra LeBaron, as a beneficiary



April 9, 2020

Dusty Dorland, individually;
Dusty Dorland on behalf of the marital community comprised of Dusty Dorland and Kendra
Dorland; and
Dusty Dorland as a beneficiary

April 9, 2020

Derek Dorland, individually; and
Derek Dorland, as a beneficiary

April 9, 2020

Jason Dorland, individually;
Jason Dorland on behalf of the marital community comprised of Jason Dorland and Sara
Dorland; and
Jason Dorland, as a beneficiary

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April 9, 2020

David Dorland, Jr., individually;
David Dorland, Jr. on behalf of the marital community comprised of David Dorland, Jr. and
Erica Redman Dorland;
David Dorland, Jr. as a beneficiary,
David Dorland, Jr. as Administrator of the Estate; and
David Dorland, Jr. as President of Iliad

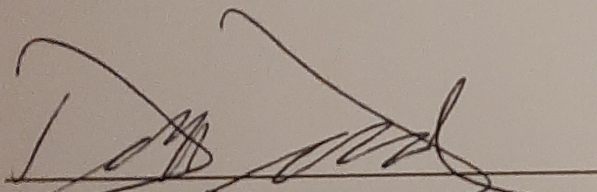
April 9, 2020

Sondra LeBaron, individually; and
Sondra LeBaron, as a beneficiary

April 9, 2020

Dusty Dorland, individually;
Dusty Dorland on behalf of the marital community comprised of Dusty Dorland and Kendra
Dorland; and
Dusty Dorland as a beneficiary

April 9, 2020



Derek Dorland, individually; and
Derek Dorland, as a beneficiary

April 9, 2020

Jason Dorland, individually;
Jason Dorland on behalf of the marital community comprised of Jason Dorland and Sara
Dorland; and
Jason Dorland, as a beneficiary

NONJUDICIAL BINDING AGREEMENT - 15

4846-6622-8153v.4 0107835-000001
4814-1059-9097v.1 0107835-000001
4843-9189-7785v.1 0107835-000001
4840-3951-1737v.1 0107835-000001

Davis Wright Tremaine LLP
LAW OFFICES
920 Fifth Avenue, Suite 3300
Seattle, WA 98104
206.622.3150 main · 206.757.7700 fax

EXHIBIT A

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY
IN PROBATE

In re Estate of
DAVID K. DORLAND,
Deceased.

NO. 15-4-06410-7 SEA
WITHDRAWAL OF REQUEST FOR
SPECIAL NOTICE OF PROCEEDINGS
RCW 11.28.240

TO: CLERK OF THE COURT
AND TO: ALL PARTIES AND ALL COUNSEL OF RECORD

Please be advised that Jason W. Burnett of Reed Longyear Malnati & Ahrens, PLLC hereby withdraws his Request for Special Notice of Proceedings and Notice of Appearance filed in this matter on behalf of Dusty Dorland. This Withdrawal of Request for Special Notice of Proceedings is effective immediately.

Dated: _____

REED LONGYEAR MALNATI &
AHRENS, PLLC

By: Jason W. Burnett, WSBA #30516
801 Second Avenue, Suite 1415
Seattle, WA 98104

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY
IN PROBATE

In re Estate of
DAVID K. DORLAND,
Deceased.

NO. 15-4-06410-7 SEA
WITHDRAWAL OF REQUEST FOR
SPECIAL NOTICE OF PROCEEDINGS
RCW 11.28.240

TO: CLERK OF THE COURT
AND TO: ALL PARTIES AND ALL COUNSEL OF RECORD

Please be advised that Tiffany R. Gorton of KHBB Law PLLC hereby withdraws her Request for Special Notice of Proceedings and Notice of Appearance filed in this matter on behalf of Sondra LeBaron. This Withdrawal of Request for Special Notice of Proceedings is effective immediately.

KHBB Law PLLC

Dated: _____

By: Tiffany R. Gorton, WSBA #42602
705 Second Avenue, Suite 800
Seattle, WA 98104

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY
IN PROBATE

In re Estate of
DAVID K. DORLAND,
Deceased.

NO. 15-4-06410-7 SEA
WITHDRAWAL OF REQUEST FOR
SPECIAL NOTICE OF PROCEEDINGS
RCW 11.28.240

TO: CLERK OF THE COURT
AND TO: ALL PARTIES AND ALL COUNSEL OF RECORD

Please be advised that Eric Harrison of Attorney West Seattle, LP hereby withdraws his Request for Special Notice of Proceedings and Notice of Appearance filed in this matter on behalf of Derek Dorland. This Withdrawal of Request for Special Notice of Proceedings is effective immediately.

Attorney West Seattle, LP

Dated: _____

By: Eric Harrison, WSBA # 46129
5400 California Ave. SW, Suite E
Seattle, WA 98136

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

IN PROBATE

In re Estate of

DAVID K. DORLAND,

Deceased.

NO. 15-4-06410-7 SEA

WITHDRAWAL OF REQUEST FOR
SPECIAL NOTICE OF PROCEEDINGS

RCW 11.28.240

TO: CLERK OF THE COURT

AND TO: ALL PARTIES AND ALL COUNSEL OF RECORD

Please be advised that, Kasey D. Huebner of Gordon Tilden Thomas & Cordell LLP hereby withdraws her Request for Special Notice of Proceedings and Notice of Appearance filed in this matter on behalf of Jason Dorland. This Withdrawal of Request for Special Notice of Proceedings is effective immediately.

Gordon Tilden Thomas & Cordell LLP

Dated: _____

By: Kasey D. Huebner, WSBA #46388_ _____
600 University Street, Suite 2915
Seattle, WA 98101

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY
IN PROBATE

In re Estate of
DAVID K. DORLAND,
Deceased.

NO. 15-4-06410-7 SEA
WITHDRAWAL OF REQUEST FOR
SPECIAL NOTICE OF PROCEEDINGS
RCW 11.28.240

TO: CLERK OF THE COURT
AND TO: ALL PARTIES AND ALL COUNSEL OF RECORD

Please be advised that James W. Spencer of Brothers & Henderson, P.S. hereby
withdraws his Request for Special Notice of Proceedings and Notice of Appearance filed in this
matter on behalf of Derek Dorland. This Withdrawal of Request for Special Notice of
Proceedings is effective immediately.

Brothers & Henderson, P.S.

Dated: _____

By: James W. Spencer, WSBA # 36600
2722 Eastlake Avenue East, Suite 200
Seattle, WA 98102-3143