

**HOUSEHOLD GOODS CARRIER
 PERMIT APPLICATION**

RECEIVED
 JUN 15 2005
 WASH. UT. & TP. COM

Type of Household Goods Authority Requested – Check one	Fee Required
<input type="checkbox"/> Emergency temporary authority (to meet an urgent need for up to thirty days) - Complete pages 1 - 5 and Attachment E	\$ 50
<input type="checkbox"/> Temporary authority (to meet a short-term need) – Complete pages 1 - 5 and Attachment A	\$ 250
<input type="checkbox"/> Permanent authority (at least six months must be served on a temporary provisional basis) – Complete pages 1 - 5 and Attachment A	\$ 550
<input type="checkbox"/> Permanent authority to transfer or acquire control resulting in a change in ownership or controlling interest (at least six months must be served on a temporary provisional basis) – Complete pages 1 - 5 and Attachment B	\$ 550
<input checked="" type="checkbox"/> Permanent authority to transfer or acquire control under the exceptions in WAC 480-15-260 – Complete pages 1 - 5 and Attachments B & C	\$ 250
<input type="checkbox"/> Reinstatement of permit (must be filed within 30 or 60 days of cancellation, depending on criteria set forth in WAC 480-15-460) – Complete pages 1 - 2 and include a statement justifying the reinstatement	\$ 250
<input type="checkbox"/> Name Change – Complete page 1 and Attachment D	\$ 35
<input type="checkbox"/> Extension of authority – Complete pages 1 - 5 and Attachment A	\$ 550

TYPE OF PAYMENT

Check
 Money Order
 Amex
 Discover
 Mastercard
 Visa

Expiration Date: _____ Amount: _____

CERTIFICATION: I, the undersigned, under penalty for false statement, certify that the following information is true and correct, that I am authorized to execute and file this document on behalf of the applicant, and that all information on file is current and valid.

Name (printed): Janet L. Bailey Date: 6/10/05
 Signature: Janet L. Bailey Title: President

FOR OFFICIAL USE ONLY

Date Filed: <u>6/16/05</u>	Application #: <u>P 79382</u>	Motcar: <u>43751</u>	Permit Issued: HG- <u>25394</u>
Staff Assigned: <u>[Signature]</u>	Insurance: <u>[Signature]</u>	Inspection: _____	DOL/SOS: <u>[Signature]</u>
Reception #: <u>111-0268-207-02</u>	<u>250.00</u>	<u>111-0268-202-01</u>	<u>111-0268-013-20</u>

0010588

TV-050912

BUSINESS INFORMATION

Name of Applicant Northwest Moving Services, Inc.
(must be individual, partners of a partnership, or corporation)

Trade Name, if applicable same

Physical Address 1261 Bouslog Rd, # Burlington WA 98233

Mailing Address same

Telephone Number (360) 757-3000 Fax Number (360) 757-2437

UBI # 600-567-910 Email: bestmovenw@aol.com

TYPE OF BUSINESS STRUCTURE

Individual Partnership Corporation Other _____
(LP, LLP, LLC)

List the name, title, and percentage of partner's share or stock distribution for major stockholders:

Name	Title	Stock Distribution or Percentage of Shares
<u>Janet Bailey</u>	<u>President</u>	<u>100%</u>
<u>previously with Janet L. Yates</u>	<u>Steven N. Yates</u>	<u>50%</u>
<u>divorce decree - Purchase from my ex-husband.</u>		
<u>SEE ATTACHED</u>		

Choose one of the following for the territory in which you wish to operate:

- All counties in the State of Washington
- The following named counties only: _____

Describe the services you wish to provide. Explain how your services will enhance customer choice, promote competition, or fill an unmet need for service: Full Service Moving & Storage as I have done since the day I purchased the company 12/31/86.

Briefly describe your experience in the transportation/household goods moving industry: 03/80 Air Van No American in Adak, Alaska; 02/85 Eagle Transfer Wenatchee, WA; Purchase of NW Moving Services 12/86
TO: Current

Northwest
WUTC HL 25594

Chinook Moving & Storage
CC 11889

Do you currently hold, or have you ever held, a permit to operate as a motor carrier of property?

No Yes If yes, please indicate your permit number: ICC MC 214490 (NW Moving Svcs)

& ICC MC 315449C Chinook Moving & Storage

Have you ever applied for and been denied a permit to operate as a motor carrier of property?

No Yes If yes, please explain: _____

Do you currently operate interstate? No Yes If yes, please indicate your:

NW DOT# 605681 MC# _____ Single State Registration Base State _____

Chinook DOT# 675841
Do you operate interstate as an agent of another company? No Yes If yes, what is the name of the company? Stevens Worldwide Van Lines

Do you have, or have you ever had a business related legal proceeding against you in Washington, or in any other state? No Yes If yes, please explain: Small Claims Court date 6/13/05 with a previous Storage customer who is claiming contents in PBO & who also did not pay Storage charges for over one year. Pending.

Have you ever been convicted of a Class A or B Felony? No Yes If yes, please explain: _____

Have you been cited for violation of state laws or Commission rules? No Yes If yes, please explain: _____

FINANCIAL STATEMENT *attached*

You may attach a Balance Sheet, Profit and Loss Statement, or business plan if available

ASSETS		LIABILITIES	
Cash in Bank	\$	Salaries/Wages Payable	\$
Notes Receivable	\$	Accounts Payable	\$
Accounts Receivable	\$	Notes Payable	\$
Investments	\$	Mortgages Payable	\$
Other Current Assets	\$	Other	\$
Prepaid Expenses	\$	TOTAL LIABILITIES	\$
Land and Buildings	\$	NET WORTH	
Trucks and Trailers	\$	Preferred Stock	\$
Office Furniture	\$	Common Stock	\$
Other Equipment	\$	Retained Earnings	\$
Other Assets	\$	Capital	\$
TOTAL ASSETS	\$	TOTAL LIABILITIES & NET WORTH	\$

Northwest Moving Services, Inc.
(A Corporation)
Balance Sheet
December 31, 2004

ASSETS

CURRENT ASSETS

Cash on Hand and In Banks	\$	192,323	
Accounts Receivable (Net of Allowance for Doubtful Accounts of \$ 1,657)		104,714	
Inventory		10,301	
Prepaid Charges and Other Current Assets		20,288	
Loan to Stockholder		8,609	
Loan Receivable - K. Yates		<u>31,226</u>	
Total Current Assets			\$ 367,461

PROPERTY AND EQUIPMENT

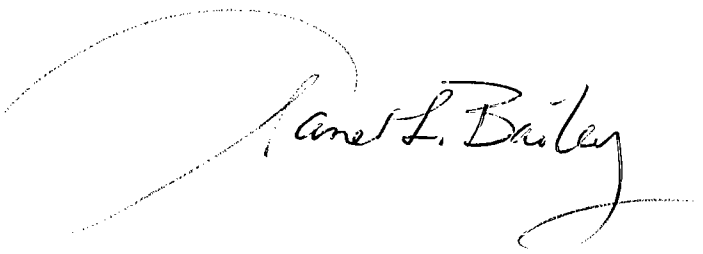
Transportation Equipment	\$	422,304	
Service Cars & Equipment		11,750	
Furniture & Office Equipment		15,381	
Leasehold Improvements		23,234	
Shop & Misc Equipment		<u>76,935</u>	
Property and Equipment-At Historical Cost		549,604	
Less: Accumulated Depreciation	\$	<u>(351,643)</u>	
Total Property and Equipment, net of Accumulated Depreciation			\$ 197,961

OTHER ASSETS

Deposits	\$	1,250	
Covenant Not to Compete (Net of amortization of \$ 3,750)		21,250	
Operating Authority (Net of amortization of \$ 14,065)		<u>-</u>	
Total Other Assets			\$ 22,500

TOTAL ASSETS

\$ 587,922


The Accompanying Notes and Accountants Review Report are an Integral Part of these Statements

Northwest Moving Services, Inc.
(A Corporation)
Balance Sheet
December 31, 2004

LIABILITIES & STOCKHOLDERS EQUITY

CURRENT LIABILITIES	
Accounts Payable	\$ 16,281
Expenses Payable	11,384
Retention Payable	1,420
Accrued Payroll & Compensated Absences	15,228
Taxes and Benefits Payable	40,317
Current Portion of Long Term Liabilities	<u>34,294</u>
Total Current Liabilities	\$ 118,924
LONG TERM LIABILITIES	
Notes & Contracts Payable	\$ 200,139
Capital Lease Obligations	<u>67,327</u>
Total Long Term Liabilities	\$ 267,466
Less: Current Portion	<u>(34,294)</u>
Total Long Term Liabilities, Net of Current Portion	\$ 233,172
STOCKHOLDERS EQUITY	
Common Stock, \$ 1.00 par value:	
Authorized 50,000 shares;	
Issued and outstanding 150 shares	\$ 150
Paid In Capital	14,850
Retained Earnings	<u>220,826</u>
Total Stockholders Equity	\$ 235,826
TOTAL LIABILITIES & STOCKHOLDERS EQUITY	\$ <u>587,922</u>

The Accompanying Notes and Accountants Review Report are an Integral Part of these Statements

Northwest Moving Services, Inc.
(A Corporation)
Statement of Income and Retained Earnings
December 31, 2004

REVENUE	\$ 989,487
OPERATING, GENERAL & ADMINISTRATIVE EXPENSES	
Drivers Wages and Benefits	\$ 191,713
Fuel	47,662
Drivers Road Expenses	53,834
Depreciation Expense	26,500
Vehicle Supplies, Parts & Maintenance	40,394
Claims	1,413
Packing & Crating Material	35,725
Office & Administrative Salaries & Wages	54,802
Payroll Taxes & Benefits	56,049
Advertising	13,365
Amortization	3,750
Bad Debt Expense	1,657
Bank Charges	5,528
Commissions	1,400
Dues & Subscriptions	3,880
Education & Training	1,462
Insurance	26,160
Interest Expense	19,542
Miscellaneous Expenses	6,305
Office & Janitorial Supplies	11,342
Postage	330
Professional Fees	14,266
Rent-Facilities	112,797
Security	790
Taxes, Licenses, Fees	32,862
Telephone	21,677
Travel, Meals, and Entertainment	4,073
Uniforms	3,251
Utilities	4,861
Total General and Administrative Expenses	\$ 797,390
NET INCOME FROM OPERATIONS	\$ 192,097
OTHER INCOME/EXPENSES	
Interest Income	\$ 83
Broker Income	16,295
Valuation Fees	12,936
Total Other Income	\$ 29,314
INCOME BEFORE INCOME TAX EXPENSE	221,411
INCOME TAX EXPENSE	\$ (23,442)
NET INCOME	\$ 197,969
RETAINED EARNINGS-Beginning	72,857
Less: Common Stock Redeemed by the Company in Treasury	(50,000)
RETAINED EARNINGS-December 31, 2004	\$ 220,826

James D. Bailey
The Accompanying Notes and Accountants Review Report are an Integral Part of these Statements

EQUIPMENT LIST

Describe the equipment that will be used (attach additional sheets if necessary). Vehicles must pass inspection and be issued a valid Commercial Vehicle Safety Alliance inspection decal before your application may be granted.

Year	Make	License Number	Vehicle ID Number	Gross Vehicle Weight
<p style="font-size: 2em;">} <u>See List</u> Both Chinoak & NW Moving Services equipment is on this list.</p>				

SAFETY AND OPERATIONS

In each of the categories shown below, list the person and position responsible for understanding and complying with the Federal Motor Carrier Safety Regulations (FMCSR) and Washington State Laws and rules. Please refer to the WAC rules, Fact Sheets, and publication "Your Guide to Achieving a Satisfactory Safety Rating" for assistance with requirements that may apply to your specific operations.

SAFETY RESPONSIBILITIES

COMMERCIAL DRIVERS LICENSE (CDL) REQUIREMENTS (Title 49, Code of Federal Regulations Part 383) Any driver who operates a vehicle that meets the definition of a commercial motor vehicle must have a valid CDL.

Name: <u>Janet Bailey</u>	Position: <u>President</u>
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DRIVER QUALIFICATION REQUIREMENTS (Title 49, Code of Federal Regulations Part 391) Driver's must meet minimum qualification requirements and each company must maintain driver qualification files for each driver.

Name: <u>David Hennlein</u>	Position: <u>Operations/Warehouse</u>
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DRIVERS HOURS OF SERVICE (Title 49, Code of Federal Regulations Part 395) Drivers must maintain logs and each company must maintain true and accurate hours of service records for each driver.

Name: <u>Allison Rutledge</u>	Position: <u>Accounting</u>
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CONTROLLED SUBSTANCES AND ALCOHOL TESTING (Title 49, Code of Federal Regulations Part 382 & Part 40) Any person who drives a commercial motor vehicle requiring a CDL must be in a Controlled Substance and Alcohol Testing program that complies with the FMCSR in 49 CFR Part 382 and 49 CFR Part 40.

Name: <u>Janet Bailey</u>	Position: <u>President</u>
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Each company will have in place a system for complying with FMCSR governing alcohol and controlled substances testing requirement (49 CFR Part 382 and 49 CFR Part 40)

VEHICLE INSPECTION, REPAIR, AND MAINTENANCE (Title 49, Code of Federal Regulations Part 396) Companies must ensure that each motor vehicle operated is regularly inspected, repaired, and maintained.

Name: <u>David Hennlein</u>	Position: <u>Operations/Warehouse</u>
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INSURANCE REQUIREMENTS (WAC 480-15-530) All companies must file and maintain proof of public liability and property damage insurance covering vehicles operated. (\$300,000 minimum coverage for vehicles under 10,000 pounds GVWR and \$750,000 minimum coverage for vehicles 10,000 pounds GVWR or more)

Name: <u>Janet Bailey</u>	Position: <u>President</u>
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CARGO INSURANCE REQUIREMENTS (WAC 480-15-550) All companies must maintain cargo insurance coverage. (\$10,000 for household goods transported in motor vehicles under 10,000 pounds GVWR and \$20,000 for vehicles 10,000 pounds GVWR or more)

Name: <u>Janet Bailey</u>	Position: <u>President</u>
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Northwest Moving Services, Inc & Chinook Moving & Storage, Inc

EQUIPMENT LIST

Rev. 6/05

Saves #s

1470-101
1446-102
1470-206
1446-204
1470-205
1446-207
1446-208
1446-423
1446-424
1446-425

1446-426
1446-427

1446-777
OK-22C
1446-778
1446-781
1446-784
1446-785
1446-786
1446-787
1446-788
OK-23C
1446-789

UNIT #	UNIT DESCRIPTION	GVWT	NOTES	vin #s
1	15' Straight Truck	14,250	Chinook.*	JALB4BIKXR7000227
2	15' Straight Truck	14,250	Northwest.	JALC4BIK9S7002609
6	22' Straight Truck	26,000	Chinook.*	1FV6HLACXVH792619
4	24' Straight Truck	26,000	Northwest.	1FDW70CIRVA47636
5	24' Straight Truck	26,000	Chinook.*	J8DK7A1Z3S3201403
7	24' Straight Truck	32,000	Northwest.	1HTLDTVN4JH57678
8	24' Straight Truck	32,000	Northwest.	1HTLDTVNDKH62355
23	Tractor (Day/City Cab)	72,000	Northwest.	1FLYDZYBXSP602022
24	Tractor (Double Bunk)	90,000	Northwest.	1XPCLR9X5ND313128
25	Tractor (Double Bunk)	60,000 KW	Northwest.	1XKADR9X7PJ58743
			Northwest. (Larger cost because of green fuel tanks that needed to be painted and painted on stripes the	
26	Tractor (Double Bunk)	74,000		2WKPDCHOSK936971
27	Tractor (Double Bunk)	90,000	Northwest.	2HSFBAERBTC0509
10	33' Trailmobile		Northwest. (On the Motor Truck estimate, this is listed as N/A.	
17	40' Trailer	10510	Northwest.	AVK267301
18C	42' Trailer (Curtain/one on right side)		Northwest.	Serial # 601759
16	45' Trailer	120457	Northwest.	1KKVE4526EL07008
14	48' Trailer	10282 (Floor)	Northwest.	1KKVE4823PL095902
15	48' Trailer	25A	Northwest.	1KKVE4826GL07585
11	53' Trailer	11526	Northwest.	1KKVE5338XL114742
12	53' Trailer	309 (53)	Northwest.	1KKVE5320XL115746
13	53' Trailer	31A	Northwest.	01KKVE5324TL05622
19C	53' Trailer (Curtain/both sides)		Northwest.	ser.# 1UYFS2483EC114906
51A	53' Trailer		Northwest.	1KKVE53201L203199
TOTALS				

OPERATIONAL RESPONSIBILITIES

ANNUAL REPORTS and REGULATORY FEES (WAC 480-15-480) Companies must annually file a report of their financial operations and pay regulatory fees.

Name: Allison Rutledge Position: Accounting

STATE OF WASHINGTON – general laws, rules and regulations: Individuals and companies doing business in the state of Washington must comply with the regulations of local, state, and federal agencies. Please state the name and position of the person in your organization who will be responsible for ensuring compliance with the laws of the state of Washington, such as, but not limited to: Department of Labor and Industries (industrial insurance, safety, prevailing wage); Department of Licensing (vehicle and drivers licenses, business licensing, Unified Business Identifier (UBI number), fuel permits, fuel tax); Secretary of State (corporate registrations); Department of Transportation (over-size or over-weight permits); Department of Revenue and Internal Revenue Service (taxes); and Employment Security.

Name: Janet Bailey Position: President

DECLARATION OF APPLICANT:

*I understand that filing this application **does not** in itself constitute authority to operate as a household goods mover.*

As the applicant for a household goods permit, I understand the responsibilities of a motor carrier, and I am in compliance with all local, state, and federal regulations governing businesses, including household goods movers, in the state of Washington.

I understand that if the Commission grants my application as a new entrant I will be granted temporary authority to provide service as a household goods carrier on a provisional basis for at least six months. During this time, the Commission will evaluate whether I have met the criteria in WAC 480-15-330 to obtain permanent authority. I also understand that I must comply with all conditions placed on my temporary permit and that failure to do so will result in cancellation of my permit.

I certify or declare under penalty of perjury under the laws of the State of Washington that the information contained in this application is true and correct.

Janet L. Bailey
Print name of applicant

Janet L. Bailey
Signature of Applicant

10/10/05
Date & Place

ATTACHMENT B

Transfer or Acquisition of Control

Applicant is seeking one of the following - please check one:

Transfer Acquisition of Control

Steven W & Janet L. Yates
Current Name on Permit (Seller)

Northwest Moving Services, Inc.
Current Trade Name on Permit (Seller)

121st Bruslog Road - Burlington WA 98233
Address (Seller)

HG-25594
Permit Number

Phone Number (Seller)

Does the transfer of this permit fall under the provisions of WAC 480-15-260? No Yes If yes, please complete Attachment C. *MM*

Have all fines and/or penalties been paid? No Yes

Has the closing annual report been filed with the Commission? No Yes

A customer may file a loss or damage claim for up to nine months following a move, and up to two years for a lawsuit. Who will be responsible for handling claims filed by customers for loss and/or damage that occurred on moves taking place prior to the sale and transfer or acquisition?

Barley

RELEASE OF AUTHORITY

I, the seller, have sold or otherwise released interest in my household goods permit number HG-25594 to the following:

See Divorce Decree: Pg 5 p.h / Pg 6 p.N & 3.4 /
Name of Buyer
Pg 8 - 11.4 / Pg 11, pd / Pg 13 3.13 / Pg 14 Steve's Signature
Trade Name of Buyer

We, as applicants, hereby jointly declare and affirm that all information is true to the best of our knowledge.

Seller's Signature

Janet L. Barley
Buyer's Signature

Date & Location

6/10/05 Burlington WA 98233
Date & Location

REVISED

FILED
SKAGIT COUNTY CLERK
SKAGIT COUNTY, WA

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IN THE SUPERIOR COURT OF WASHINGTON FOR SKAGIT COUNTY

In re the Marriage of:

JANET LYN YATES,

Petitioner,

and

STEVEN NORMAN YATES,

Respondent.

No.: 03-3-00477-1

AMENDED
DECREE OF DISSOLUTION

I. JUDGMENT/ORDER SUMMARIES

1.1 RESTRAINING ORDER SUMMARY:

Restraining Order Summary is set forth below:

Name of person(s) restrained: Steve Yates
Name of person(s) protected: Janet Yates
See paragraph 3.8.

VIOLATION OF A RESTRAINING ORDER IN PARAGRAPH 3.8 BELOW WITH ACTUAL KNOWLEDGE OF ITS TERMS IS A CRIMINAL OFFENSE UNDER CHAPTER 26.50 RCW, AND WILL SUBJECT THE VIOLATOR TO ARREST. RCW 26.09.060.

1.2 REAL PROPERTY JUDGMENT SUMMARY:

RECEIVED
SEP 15 2004

Skagit County Superior Court

DECREE OF DISSOLUTION - 1

GODDARD & MONTOURE
WSBA #9597 & #32252
P. O. Box 1013
Mount Vernon, WA 98273
360-336-5885
360-419-7201 (fax)

ORIGINAL

1 Does not apply.

2 **1.3 MONEY JUDGMENT SUMMARY:**

3 Does not apply.

4 *END OF SUMMARIES*

5 **II. BASIS**

6 Findings of Fact and Conclusions of Law have been entered in this case.

7
8
9 **III. DECREE**

10 IT IS DECREED that:

11 **3.1 STATUS OF THE MARRIAGE.**

12 The marriage of the parties is dissolved.

13 **3.2 PROPERTY TO BE AWARDED THE HUSBAND.**

14 The husband is awarded as his separate property the following property:

- 15
- 16 a. All right, title, and interest in any retirement or pension benefits
accrued through his employment.
 - 17 b. Household goods and furnishings in his possession and under his
18 control, the parties having reached an agreement as to the division
of the same.
 - 19 c. Cash in bank accounts in his name and under his control, including
20 any IRA accounts, annuity accounts or other cash accounts
21 currently in husband's name.
 - 22 d. His personal clothing, jewelry, and other personal effects.
 - 23 e. All those rights and benefits derived as a result of past or present
24 employment, affiliation or service, citizenship or residency, all of
25 which include, but are not limited to:

1 Various forms of insurance, rights or social security payments,
2 welfare payments, unemployment compensation, disability
3 payments, medicare and medicaid payments, retirement benefits,
4 sick leave benefits, educational benefits and grants, interests in
5 health or welfare plans and profit sharing plans, and all other
6 legislated, contractual and/or donated benefits whether vested or
7 nonvested and/or directly or indirectly derived throughout the
8 activity of that specific party; provided, however, that said benefit or
9 benefits have not otherwise specifically been awarded herein; and
10 provided, further, that marriage to the party through whose activity
11 said benefits have been accrued shall not be an indirect basis for
12 an award of the benefit.

8 f. Insurance policies insuring his life, except that portion specifically
9 awarded to the wife below.

10 g. All right, title and interest in the real property located at 16725 Allen
11 West Road, Bow, Washington, subject to any underlying debt or
12 mortgage thereon, and more particularly described as follows:

12 The Southwest quarter of the Southeast quarter of Section 14,
13 Township 35 North, Range 3 East of the Willamette Meridian,
14 EXCEPT the West 4 rods thereof;

14 AND EXCEPT that portion thereof conveyed to Skagit County by
15 deed dated April 30, 1936, and recorded March 14, 1938, under
16 Auditor's File No. 300044, records of Skagit County, Washington;

16 Also EXCEPT that portion lying North of the Samish River;

17 AND ALSO EXCEPT the following described property:

18 Beginning at the Southeast corner of said subdivision; thence North
19 89 20'25" West along the South line of said subdivision, a distance
20 of 100.20 feet; thence North 02 57'08" West parallel with the East
21 line of said subdivision, a distance of 235.00 feet; thence North 71
22 17'14" East a distance of 103.91 feet to a point on the East line of
23 said subdivision; thence South 02 57'8" East along the East line of
24 said subdivision a distance of 269.54 feet to the point of beginning.

23 Situated in Skagit County, Washington.

24 Tax parcel number P34327

1 h. The following vehicles:
2 The 1969 Chevrolet Impala, 1937 Graham Paige, the 750 Honda
3 motorcycle, the 110 Honda motorcycle, the 12' lake boat and
4 motor, 24' Bayliner boat, the 2000 Ford F350 truck, and the 1994
5 Winnebago motor home.

6 All the above referenced vehicles are subject to any underlying
7 debt.

8 i. The Cedar Shores contract.

9 j. The John Deere riding mower with attachments.

10 k. Seahawk tickets.

11 **3.3 PROPERTY TO BE AWARDED TO THE WIFE.**

12 The wife is awarded as her separate property the following property:

- 13 a. All right, title, and interest in any retirement or pension benefits
14 accrued through her employment.
- 15 b. Household goods and furnishings in her possession and under her
16 control, the parties having reached an agreement as to the division
17 of the same.
- 18 c. Cash in bank accounts in her name and under her control, including
19 any IRA accounts, annuity accounts or other cash accounts
20 currently in wife's name.
- 21 d. Her personal clothing, jewelry, and other personal effects.
- 22 e. All those rights and benefits derived as a result of past or present
23 employment, affiliation or service, citizenship or residency, all of
24 which include, but are not limited to:

25 Various forms of insurance, rights or social security payments,
welfare payments, unemployment compensation, disability
payments, medicare and medicaid payments, retirement benefits,
sick leave benefits, educational benefits and grants, interests in
health or welfare plans and profit sharing plans, and all other
legislated, contractual and/or donated benefits whether vested or
nonvested and/or directly or indirectly derived throughout the
activity of that specific party; provided, however, that said benefit or

1 benefits have not otherwise specifically been awarded herein; and
2 provided, further, that marriage to the party through whose activity
3 said benefits have been accrued shall not be an indirect basis for
4 an award of the benefit.

4 f. Insurance policies insuring her life.

5 g. All right, title and interest in the real property located at 3401E. Fir
6 Street, Mount Vernon, Washington, subject to any underlying debt
7 or mortgage thereon, and more particularly described as follows:

8 Tract A of Short Plat MV 21-76, approved August 12, 1976, and
9 recorded August 18, 1976, in Volume 1 of Short Plats, page 159,
10 under Auditor's File No. 841048, being a portion of the Southeast ¼
11 of the Southeast ¼ in Section 16, Township 34 North, Range 4,
12 East W.M.

10 Situated in the state of Washington, county of Skagit.

11 Subject to all covenants, conditions, easements, restrictions, and
12 reservations of record, if any.

13 Tax Parcel number P25525

14 i. All right, title and interest in the following real properties subject to
15 any underlying debt or mortgage thereon, and more particularly
16 described as follows::

16 Parcel A located at 1261 Bouslog Road, Burlington, Washington,
17 and more particularly described as follows:

18 Lot 1-A, "FISHER COMMERCIAL PARK, DIV. NO. 2" as per plat
19 recorded in Volume 14 of Plats, page 54, records of Skagit County,
20 Washington.

20 Situated in the county of Skagit, state of Washington.

21 Tax parcel #P83467

22 h. All common and preferred stock and any and all right, title, and
23 interest in the business known as Northwest Moving Services, Inc.,
24 including all assets and debts.
25

- 1 i. All common and preferred stock and any and all right, title, and
2 interest in the business known as Chinook Moving & Storage, Inc.,
3 including all assets and debts.
- 4 j. The 17' Bayliner bass boat, motor, and trailer; the 1996 American
5 three-horse trailer; the two quarter horses; the 1994 Chevrolet
6 Suburban, the 2000 Ford New Holland tractor with implements, the
7 mule, Wheezer, the cow, and the 2000 Bulldog flat bed.
- 8 k. All right, title and interest in the Sunterra time share membership.
- 9 l. The frequent flier miles from Visa world perks.
- 10 m. The golf cart.
- 11 n. The 1996 International truck, the 1993 Kenworth truck, and the
12 1992 Peterbuilt truck, together with any trailers or other rolling
13 stock leased to either corporation and owned by the parties
14 individually.
- 15 o. Shareholder note receivable owed to the parties from personal
16 loans made to the corporations awarded to the wife herein.

17 **3.4 PURCHASE OF BUSINESS ASSETS AND EQUIPMENT FROM**
18 **HUSBAND BY WIFE:**

19 The wife is purchasing the husband's interest in certain business assets,
20 specifically corporate stock, commercial real estate, and revenue producing
21 equipment. The following provisions set forth the agreement between the
22 parties for the wife's purchase of the husband's interest in the business
23 assets:

- 24 1. The total purchase price is \$380,000. The wife has made two
25 previous payments of \$5,000 each, reducing the current
principle balance to \$374,417.10 as of 4-1-04. The wife shall
pay \$300,000 or more within 15 days of the entry of the decree
of dissolution herein, or the maximum available financing
through Whidby Island Bank, if less than \$300,000.
2. The balance shall be paid within 24 months of the entry of the
decree or upon sale of the Goldenrod property (see paragraph
3.5 herein) whichever occurs sooner with no prepayment
penalty for earlier payment in full.

1 3. In consideration of the payment from the wife to the husband, the
2 husband covenants and warrants that he will not own or operate
3 or otherwise engage in a moving and storage or long distance
4 trucking business within the State of Washington for a period of
5 five years from the entry of the decree of dissolution herein. In
6 the event litigation ensues over enforcement of said covenant
7 and a court finds the covenant is unreasonable as to time or
8 geographic area, then the covenant shall be modified so that it is
9 enforceable and reasonable with a corresponding reduction in
10 the purchase price allocated to the covenant not to compete.
11 The husband has stipulated and agreed that the geographic
12 area of the covenant and the duration of the covenant is
13 reasonable inasmuch as the company engages in competitive
14 bidding of jobs state wide. The husband has represented that
15 he plans to own and operate a truck and trailer as an
16 independent truck driver, and the parties agree that this
17 covenant shall not preclude him from owning and operating a
18 single truck and trailer as an independent long-haul truck driver.
19 A supplemental document setting forth in more detail the terms
20 and conditions of this covenant not to compete shall be
21 prepared along with other documents reflecting the stock
22 redemption, the transfer of the real property, and other terms of
23 the purchase and sale of the business assets if necessary.

24 4. The wife has previously made two payments of \$5,000 each for the
25 months of February and March, and she shall receive credit for
those payments against the total price of the transaction, taking
into account the amortization of the \$380,000 obligation at 7%
simple interest. In the event the wife is unable to secure
financing in order to make the initial lump sum payment to the
husband as set forth in paragraph 3.4 (1) herein by April 1,
2004, then she shall make an additional payment of \$5,000 with
allocation between principle and interest on the remaining
balance of \$374,417.10 at 7% simple interest for each month
the lump sum remains unpaid.

5. The unpaid balance shall bear interest at the rate of 7% per annum,
simple interest.

6. The wife shall make interest only payments to the husband until the
remaining balance is paid in full. Interest only payments shall be
made on or before the 5th of each month, and a late payment of
\$25 dollars if more than 10 days late. Any periodic payment
from the wife to the husband required under the terms of this
agreement shall be made by direct deposit from the wife into a

1 bank account designated by the husband as soon as said direct
2 deposit can be established.

- 3 7. The unpaid balance shall be secured by a promissory note and
4 deed of trust against the wife's ½ interest in the Goldenrod
5 property being sold under the terms of this decree.
- 6 8. The husband shall receive his regular salary for the period of
7 January 15 to 31st, which paycheck should have been received
8 on February 15th, said payment to be made on or before April
9 30th, 2004.
- 10 9. The husband shall be reimbursed for his cell phone bill for the
11 month of December in the amount of \$\$224.23 by Northwest
12 Moving Services, Inc. on or before April 30th, 2004.
- 13 10. The Husband shall be responsible for his own cell phone charges
14 on the company cell phone after February 1, 2004. The
15 Husband's obligation for cell phone charges have already been
16 reimbursed to the company for billings received in February and
17 March 2004. Husband is in the process of transferring his cell
18 phone number from the company plan to an individual plan he is
19 setting up. As soon as the cell phone number is transferred to
20 the new plan, Husband shall return the cell phone and
21 accessories to the company.
- 22 11. The purchase price shall be allocated as follows:
- 23 1. \$19,217 is allocated to the purchase of Revenue Equipment
 - 24 2. \$119,979 is allocated to the purchase of the Warehouse located
25 at 1261 Bouslog Road.
 3. \$50,000 is allocated to the redemption of the husband's
common stock in Chinook Moving and Storage, Inc. by the
corporation.
 4. \$75,000 is allocated to the redemption of the husband's
common stock in Northwest Moving Services, Inc. by the
corporation.
 5. \$37,521 is allocated to the purchase of the husband's interest in
the stockholder loans receivable.
 6. \$50,000 is allocated to the covenant not to compete to be
signed by the husband as agreed by the parties.

3.5 The following property shall continue to be owned by the parties as
tenants in common and shall be sold:

1
2 Parcel B located on Goldenrod Road, Burlington, Washington, and
more particularly described as follows:

3 The South half of the South half of the Southwest quarter of the
4 Northeast quarter of Section 6, Township 34 North, Range 4 East
5 of the Willamette Meridian, lying West of the monumented road
known as Goldenrod Road in the city of Burlington;

6 EXCEPT the following described tracts:

- 7 1. The West 420 feet of the Southwest quarter of the
8 Southwest quarter of the Northeast quarter of Section 6,
9 Township 34 North, Range 4 East of the Willamette
10 Meridian.
- 11 2. All lands lying East of the Goldenrod Road.
- 12 3. That portion lying within that parcel as conveyed for right-of-
13 way purposes by deeds recorded Ma 27, 1976, under
14 Auditor's File Nos. 835797 and 835798, records of Skagit
15 County, Washington.

16 Situated in Skagit County, Washington.

17 Tax parcel #P107423

18 Commencing April 1, 2004, pending sale of the property, each party shall
19 be responsible for 50% of the monthly mortgage payments on said
20 property and 50% of the real estate taxes on said property. The husband
21 shall make his 50% payment directly to the wife, and she shall make the
22 actual mortgage payment. Each party's 50% share of the mortgage
23 payments shall be made timely, and if any payment is more than 10 days
24 late, a late penalty of \$25 shall be paid by the late paying party in addition
25 to all of any late payment penalty assessed by the mortgage holder.

26 In the event the wife is unable to obtain bank financing to make the lump
27 sum payment to the husband by the time the April 2004 payment is due on
28 the Goldenrod property, the wife shall make the entire payment and be
29 reimbursed by the husband for his 50% of said payment within 10 days of
30 his receipt of said lump sum payment. No late penalty for the husband
31 shall be assessed as to Goldenrod payments accruing prior to his receipt
32 of the initial lump sum payment from the wife as required under paragraph
33 3.4 herein.

1
2 The property shall remain continuously listed for sale at a price agreed
3 upon by the parties. The parties shall accept any reasonable offer for the
4 property and shall cooperate in the listing and marketing of the property.

5 If a dispute arises as to what constitutes a reasonable offer for the
6 purchase of said property, the dispute shall be arbitrated with George
7 McIntosh. The decision of the arbitrator shall be binding on the parties.
8 The net proceeds shall be divided equally between the parties

9
10 **3.4 LIABILITIES TO BE PAID BY THE HUSBAND.**

11 The husband shall pay the following community or separate liabilities:

- 12 a. The outstanding obligation owed to Principal Residential Mortgage
13 Inc. on the real property located on Allen West Road and awarded
14 to the husband above.
- 15 b. The outstanding obligation owed to Whidbey Island Bank for the
16 2000 Ford F350 awarded to him above.
- 17 c. The outstanding obligation owed to Key Bank for the Winnebago
18 awarded to him above.
- 19 d. Any outstanding obligation on his personal line of credit to
20 U.S.Bank.
- 21 e. Any credit cards in his name.
- 22 f. 50% of any expenses incurred or owed on the Goldenrod Road
23 property located in Burlington, WA, and continuing to be owned by
24 the parties as tenants in common, including but not limited to the
25 monthly mortgage payments and 50% of the real estate taxes. See
paragraph 3.5 for further clarification of this obligation.

Unless otherwise provided herein, the husband shall pay all liabilities
incurred by him since the date of separation.

3.5 LIABILITIES TO BE PAID BY THE WIFE.

The wife shall pay the following community or separate liabilities:

- 1 a. The outstanding obligation owed to Principal Residential Mortgage
2 Inc. for the real property located on Fir Street awarded to her
above:
- 3 b. The outstanding obligation owed to New Holland Credit for the
4 tractor and implements awarded to her above.
- 5 c. 50% of the monthly mortgage payments and 50% of the real estate
6 taxes on the real property located on Goldenrod Road, Burlington
7 Washington, and continuing to be owned by the parties as tenants
8 in common
- 9 d. Any outstanding obligation owed in the operation of the businesses
awarded to the wife herein.
- 10 e. Any credit cards in her name.
- 11 f. The outstanding mortgage obligation owed on the real property
located on Bouslog Road, Burlington, awarded to the wife herein.

12 Unless otherwise provided herein, the wife shall pay all liabilities incurred
13 by her since the date of separation.

14 **3.6 HOLD HARMLESS PROVISION.**

15 Each party shall hold the other party harmless from any collection action
16 relating to separate or community liabilities set forth above, including
17 reasonable attorney's fees and costs incurred in defending against any
attempts to collect an obligation of the other party.

18 **3.7 SPOUSAL MAINTENANCE.**

19 Does not apply.

20 **3.8 CONTINUING RESTRAINING ORDER.**

21 A continuing restraining order is entered as follows:

22 Both parties are restrained and enjoined from assaulting,
23 harassing, molesting or disturbing the peace of the other
24 party.

1 The husband is restrained and enjoined from going onto the
2 grounds of or entering the home, work place or school of the
3 other party.

4 **VIOLATION OF A RESTRAINING ORDER IN PARAGRAPH 3.8 WITH
5 ACTUAL KNOWLEDGE OF ITS TERMS IS A CRIMINAL OFFENSE
6 UNDER CHAPTER 26.50 RCW AND WILL SUBJECT THE VIOLATOR
7 TO ARREST. RCW 26.09.060.**

8 **CLERK'S ACTION.** The clerk of the court shall forward a
9 copy of this order, on or before the next judicial day, to
10 law enforcement agency which shall enter this
11 order into any computer-based criminal intelligence system
12 available in this state used by law enforcement agencies to list
13 outstanding warrants. **(A law enforcement information sheet
14 must be completed by the party or the party's attorney and
15 provided with this order before this order will be entered into
16 the law enforcement computer system.)**

13 **EXPIRATION.**

14 This restraining order expires on: (month/day/year).

15 This restraining order supersedes all previous temporary restraining
16 orders in this cause number.

17 The husband is restrained from entering the business premises for
18 Chinook Moving and Storage, Inc. and Northwest Moving Services, Inc.
19 and from going to the residence of the wife.

17 **3.9 JURISDICTION OVER THE CHILDREN.**

18 Does not apply because there are no dependent children.

19 **3.10 PARENTING PLAN.**

20 Does not apply.

21 **3.11 CHILD SUPPORT.**

22 Does not apply.

23 **3.12 ATTORNEY'S FEES, OTHER PROFESSIONAL FEES AND COSTS.**

24 Each party shall pay his or her own attorney's fees.
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3.13 NAME CHANGES.

The wife shall be allowed to change her last name shall be changed to Bailey at anytime after the entry of the decree.

3.14 OTHER.

- a. The husband shall have access to the family photo albums to copy at his expense, and the parties shall cooperate in making said albums available to him.
- b. The wife agrees to make an additional search for the chains to the motor home awarded to the husband herein and for his bowling ball and bag and to return said items to him if found.
- c.. Undisclosed Debts. Any debt or obligation, not specifically awarded herein, incurred by either party, shall be the sole and separate obligation of the party who incurred it and who failed to disclose it in this Decree. If an undisclosed debt was incurred by the parties jointly, then the parties shall remain jointly liable.
- d. Undisclosed Assets. There are no known assets which have not been divided by the parties prior to the date of this Decree or by this Decree. Any assets owned by the parties on the date of this Decree which either party has failed to disclose shall be divided 50/50 upon discovery.
- e. Revocation of Wills, Powers of Attorney, and Other Instruments. All previous wills, powers of attorney, contracts and community property agreements between the parties hereto are hereby revoked and the parties are prohibited from exercising same. Also, each party waives his or her rights of inheritance, dower and curtesy, homestead or awards in lieu thereof, and any right to serve as personal representative.
- f. Federal Income Tax. In the event that any income tax returns of the parties should be audited for any year prior to 2003, any additional tax found to be due, including penalties and interest, shall be paid by the parties equally and any refund due shall be divided equally.
- g. All original documents relating to any property, real or personal, awarded to either party herein shall be provided to the party to whom the property is awarded if in the possession of the other party.

3.16 SIGNATURE OF DOCUMENTS:

1 The husband shall sign any documents necessary to relinquish interest
2 and resign from his position as officer and board member of the corporations
3 awarded to the wife herein immediately upon entry of the decree of dissolution.

4 Dated: 9/20/04 [Signature]
5 Judge/Commissioner

6
7 Presented by:

Approved for entry:
Notice of presentation waived:

8
9 [Signature]
10 Dianne E. Goddard, #9597
11 Shannon Montoure, #32252
12 Attorneys for Petitioner

[Signature]
Kevin Conner
W.S.B.A. #27987
Attorney for Respondent

13 Approved for entry:

Approved for entry:

14
15 [Signature]
16 Janet L. Yates
17 Petitioner

[Signature]
Steven N. Yates
Respondent

State of Washington, } ss.
County of Skagit

I, Nancy K. Scott, County Clerk of Skagit County and ex-officio Clerk of the Superior Court of the State of Washington, for the County of Skagit, do hereby certify that the foregoing instrument is a true and correct copy of the original, consisting of 14 pages, now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at my office at Mount Vernon this 21 day of Sept, 2004. Nancy K. Scott, County Clerk.

By Dana Lockwood
Deputy Clerk

ATTACHMENT C

TRANSFER OR ACQUISITION OF PERMANENT HOUSEHOLD GOODS AUTHORITY UNDER EXCEPTIONS IN WAC 480-15-260

1. The Commission will grant an application for permanent authority without public notice or comment if the applicant is fit, willing, and able to provide service and the application is filed to transfer or acquire control of permanent authority for one of the following reasons (check one, if applicable):

A partnership has dissolved due to the death, bankruptcy, or withdrawal of a partner, and that partner's interest is being transferred to one or more of the remaining partners or a spouse;

- A shareholder in a corporation has died and that shareholder's interest is being transferred to a surviving spouse or one or more surviving shareholders;
- A sole proprietor has died and the interest is being transferred as property of the estate;
- An individual has incorporated, and the same individual remains the majority shareholder;
- An individual has added a partner, but the same individual remains the majority partner;
- A corporation has dissolved and the interest is being transferred to the majority shareholder;
- A partnership has dissolved and the interest is being transferred to the majority partner;
- A partnership has incorporated and the partners are the majority shareholders; or
- Ownership is being transferred from one corporation to another corporation when both are wholly owned by the same shareholders.

NOTE Documentation must be included with your application. Documentation may be in the form of a corporate resolution, partnership agreement, court order, death certificate, will or other proof of right to inherit, estate executor's statement, community property agreement or other such documentation that may support your request.

- Divorce Decree - Attached, again: PAGE 5 (h.)*
2. The Commission will grant an application for permanent authority without temporary permit operations following public notice or comment if the applicant is fit, willing, and able to provide service and the application is filed to transfer or acquire control of permanent authority for the following reason (check box, if applicable):

Ownership or control of a permit is being transferred to any shareholder, partner, family member, employee, or other person familiar with the company's operations and the household goods moving services provided. If you check this option, please complete the following:

- a. Has the permit been actively used by the current owner to provide household goods moving services during the last twelve-month period? No Yes

- b. Explain why the transfer of ownership or control is necessary to ensure the company's economic viability:

Please note RESTRAINING ORDER pg 1 of Decree of Dissolution

- c. Describe the steps taken by the applicant and the current owner to ensure that safe operations and continuity of service to the customers are maintained: All employees are in favor of this transfer of ownership, and it was, at their request, that I chose to purchase NW Moving, and

run it along with my company, Chinook Moving & Storage.

[HOME](#)[CORPORATIONS MENU](#)**CORPORATIONS DIVISION - REGISTRATION DATA SEARCH****NORTHWEST MOVING SERVICES INC.**

UBI Number	600 567 910
Category	Regular Corporation
Profit/Nonprofit	Profit
Active/Inactive	Active
State of Incorporation	WA
Date of Incorporation	03/08/1985
License Expiration Date	03/31/2006

Registered Agent Information

Agent Name	JANET L BAILEY
Address	1261 BOUSLOG RD
City	BURLINGTON
State	WA
ZIP	98233

Special Address Information**Address****City****State****Zip**[« Return to Search List](#)**Disclaimer**

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