

The Honorable Marc L. Barreca  
Chapter 11  
Hearing Location: Seattle, Washington  
Hearing Date/Time: December 16, 2021 at 9:30 AM

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

In re

TIMOTHY DONALD EYMAN,

Debtor.

NO. 18-14536-MLB

STATE OF WASHINGTON'S REPLY TO  
RESPONSES TO MOTION TO  
CONVERT

The State's Motion to Convert to Chapter 7 should be granted because Debtor Eyman has not made a Plan payment since August 2021 and is in default under the terms of the Chapter 11 Plan of Reorganization, Dkt. #270 (Plan). Since failing to make Plan payments, Debtor Eyman has stated no intent to resume Plan payments and claims he has "run out of money".<sup>1</sup> The State first requested under the Plan's default provisions that a Chapter 11 Trustee be appointed in the hopes the Chapter 11 Plan could continue. The responding parties objected strenuously to the State's request arguing a Trustee was unnecessary because Debtor Eyman had no ability to make Plan payments.<sup>2</sup> However, now in response to the State's Motion to Convert, the responding parties argue that the Chapter 11 Plan is the better option because it "preserves the opportunity for the Debtor to raise funds to pay his claims over time".<sup>3</sup> Debtor Eyman cannot have it both ways. He cannot request the Chapter 11 Plan to remain in place, but

<sup>1</sup> Debtor's Response to Motion for Trustee, Dkt. #382, pg. 2.

<sup>2</sup> Debtor's Response to Motion for Trustee, Dkt. #382, pgs. 6-10.

<sup>3</sup> Goodstein Law Group Response (Goodstein), Dkt. #403, pg. 11.

1 fail to make Plan payments. Debtor Eyman's nonsensical position makes conversion the only  
2 viable option.

3 1. There is Cause for Conversion.

4 There is clearly cause for conversion under 11 U.S.C. § 1112(b)(4)(M), and (N). Debtor  
5 Eyman's failure to make plan payments for the past 4 months is clearly cause under (M)  
6 "inability to effectuate substantial consummation of a confirmed plan" and (N) "material default  
7 by debtor with respect to a confirmed plan." There is no question that failing to make plan  
8 payments is a material default establishing "cause" and the failure to make Plan payments has  
9 resulted in the inability to substantially consummate the confirmed plan.

10 Additionally, there is cause for conversion under 11 U.S.C. § 1112(b)(4)(A). Contrary  
11 to what is stated in the Goodstein response, the two-step "cause" inquiry under this section is  
12 satisfied. Under 1112(b)(4)(A), cause is established when there is "substantial or continuing loss  
13 ... and absence of a reasonable likelihood of rehabilitation. In *In Landmark Atlantic Hess Farm*  
14 *LLC*, 448 B.R 707 (Bankr. D. Maryland 2011) similar to this case, the debtor did not have an  
15 ongoing business, but collected payments from an interest on a Purchase Note and Deed of Trust  
16 from Hess Farms and remitted those payments to creditors. Hess Farm filed bankruptcy and the  
17 stream of income was eliminated. The Court found that absent this stream of income that  
18 Landmark had a substantial and continuing loss and there was "no likelihood of rehabilitation"  
19 meaning that Landmark had no business to reestablish. *Id.* at 715.

20 Similarly, based upon the statements of Debtor Eyman, there is "cause" for conversion  
21 under (A). Debtor Eyman has represented in his recent Declaration<sup>4</sup> that he has "used the last  
22 of my financial resources to pay towards allowed claims" and does not have "any income".  
23 Based upon Debtor Eyman's own sworn representations, Debtor Eyman has continuing loss and  
24 no likelihood of rehabilitation establishing cause under 1112(b)(4)(A). And while the State has

25 \_\_\_\_\_  
26 <sup>4</sup> Declaration of Debtor in Response to State of Washington's Motion for Appointment of a Trustee, Dkt.  
#383.

1 reason to believe these representations are not accurate, there is nothing in his response or by his  
2 actions to establish that Plan payments are likely to resume.

3 Finally, conversion is appropriate because this Court can consider “other factors” in  
4 converting a bankruptcy case.<sup>5</sup> Debtor Eyman’s contention that plan payments have stopped  
5 due to fundraising restrictions place upon him by the State is simply not accurate. The State has  
6 not restricted his fundraising and Debtor Eyman continues to fundraise at an accelerated pace.<sup>6</sup>

7 Debtor Eyman’s most recent quarterly report establishes he is raising money, but he has  
8 not used these funds to make Plan payments. In September 2021, he continued to receive and  
9 deposit PayPal and check contributions received from supporters into his bank accounts, multiple  
10 times each month, with many deposits totaling several thousand dollars. From July 7, 2021 to  
11 September 24, 2021, Debtor Eyman made 14 deposits of contributions from supporters, totaling  
12 \$39,286.79. He identified these deposits as “gifts from friends” or “gifts from friends for legal  
13 defense fund.”<sup>7</sup> Also, in September 2021, Debtor Eyman made an election integrity trip through  
14 7 states that the quarterly reports confirm, except for one night’s stay on the trip, he did not pay  
15 for his airfare, meals, or lodging.<sup>8</sup>

16 Debtor Eyman’s recent bankruptcy quarterly report also show his receipt of loan  
17 repayments from Permanent Offense, his political committee. Debtor Eyman received \$45,000  
18 in loan repayments from the committee in July and August 2021. He deposited those funds into  
19 Bank of America 0371, the account he uses for daily living expenses. PDC expenditure reports  
20 filed by Debtor Eyman’s political committee show additional loan repayments totaling \$30,000  
21 to Debtor Eyman in October 2021. The report indicates that after the \$75,000 in total payments  
22  
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24 <sup>5</sup> State’s Motion to Convert, Dkt. #392, pg. 4.

25 <sup>6</sup> Reply to Debtor’s response RE: States Motion to Enforce Default provisions and appoint a Chapter 11  
Trustee, Dkt. #386, pgs. 4-6.

26 <sup>7</sup> Declaration of Tony Perkins in support of Motion to Convert, ¶ 21

<sup>8</sup> Declaration of Tony Perkins in support of Motion to Convert, ¶¶ 22-23

1 to Debtor Eyman from July 2021 – October 2021, Permanent Offense still owes Debtor Eyman  
2 \$411,000.<sup>9</sup>

3 Considering the amount of funds raised and received by Debtor Eyman, there is a  
4 question as to whether Debtor Eyman has no money to make plan payments or has simply chosen  
5 not to make Plan payments. This conundrum alone creates “cause” and warrants conversion to  
6 Chapter 7 because Debtor Eyman has decided not to comply with the provisions of the Chapter  
7 11 Plan.

8 2. Conversion is in the best interests of the creditors.

9 For over four months, the creditors Klinedinst and the State have not received any  
10 payment on their claims. Debtor Eyman has confirmed he is not resuming Plan payments.<sup>10</sup>  
11 However, Debtor Eyman has made clear he is paying the Goodstein firm.<sup>11</sup> Any option that  
12 would allow Klinedinst and the State to receive payments on their claims would be in their best  
13 interests. Section 6.13 of the plan states, “If upon further motion or hearing, this case is converted  
14 to a case under Chapter 7 of the Code, all property, whether residing in the Estate, or acquired  
15 by the Debtor during the pendency of the Chapter 11 case as provided under Section 541 of the  
16 Bankruptcy Code shall automatically vest in the Chapter 7 bankruptcy estate.” Therefore, on  
17 conversion, the Eyman home and any other acquired property would clearly be considered part  
18 of the bankruptcy estate and subject to distribution to creditors making conversion in the best  
19 interests of creditors.

20 While the respondents claim that the status of the Eyman home is better reserved for the  
21 upcoming adversary, the State should not be required to wait an additional three months to seek  
22 remedies under the Plan’s default provisions while Debtor Eyman fails to make Plan payments  
23 and is accorded the protections of a Chapter 11 bankruptcy. With conversion, several of the  
24

25 <sup>9</sup> Declaration of Tony Perkins in support of Motion to Convert, ¶¶ 24-25.

26 <sup>10</sup> Declaration of Debtor in Response to State of Washington’s Motion for Appointment of a Trustee,  
Dkt. #383.

<sup>11</sup> Id.

1 issues raised in the adversary become moot, thus simplifying the adversary proceeding. On  
2 conversion, the Eyman home is clearly an asset of the estate and assets will be distributed based  
3 upon the priorities in a Chapter 7 bankruptcy. Left to be determined is whether the Eyman home  
4 is community property. However, the overwhelming evidence establishes the Eyman home is a  
5 community asset. *See* Section 3, *infra*, The Eyman home is community property.

6 Under 11 USC § 348(d), the Goodstein Law Group and Feinstein and Vortman would be  
7 entitled to file claims in the Chapter 7. Respondents argue that conversion should be denied  
8 because their claims could be discharged in Chapter 7. However, the State's Motion to Convert  
9 should not be denied simply because respondents do not like the provisions of the bankruptcy  
10 code. The fact that the current creditors have at least some chance of receiving payment under  
11 Chapter 7 indicates it is in the best interests of the creditors and this bankruptcy should be  
12 converted.

13 Finally, it is likely that Debtor Eyman has in fact accumulated property during the  
14 pendency of the Chapter 11 case through his fundraising and these funds could be made available  
15 to pay creditors. Although Debtor Eyman has recently reported minimal funds in his bank  
16 accounts in the quarterly reports, these reports do not cover Pay Pal accounts, credit cards,  
17 addresses or websites where Eyman's contributors are being directed to make personal  
18 donations.<sup>12</sup> The nature of these donations make it incredibly difficult for creditors to access  
19 these funds to obtain payment outside of the bankruptcy process. The chance a trustee may be  
20 able to access these funds also makes conversion in the best interests of the creditors.

21 3. The Eyman home is community property.

22 In her response, Karen Eyman, without any legal support or analysis, again makes the  
23 allegation that the Eyman home in Mukilteo is her separate property. Considering the  
24 importance of this issue, the State will again address this claim. Karen Eyman claims that the  
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26 <sup>12</sup> Declaration of Tony Perkins Dkt. #386, pgs. 2-4.

1 initial home she purchased in 1993 on 7721 Corliss Ave. N., Seattle, WA 98103 in the Green  
2 Lake neighborhood was her separate property.<sup>13</sup> Debtor Eyman moved into the home in 1994  
3 and in July 1996, a Quit Claim Deed was recorded conveying the Green Lake home to “Karen  
4 Joan Eyman and Timothy Donald Eyman, Wife and Husband.”<sup>14</sup> Reportedly, proceeds from the  
5 Green Lake home were then used to purchase the Mukilteo home.<sup>15</sup> During the course of this  
6 bankruptcy, the State has received numerous documents, which establish that the Mukilteo home  
7 is community property and that the Eymans’ previous Green Lake home was also community  
8 property at the time the home was sold. For the sake of brevity, these documents include, but  
9 are not limited, to the following:

- 10 • August 1998 Statutory Warranty Deed documenting the sale of the Green Lake home,  
11 wherein Karen and Timothy Eyman as Grantors together conveyed the property. Edison  
Decl. K. Eyman Stay Ex. 2.
- 12 • Real Estate Purchase and Sale Agreement for the real property commonly known as  
13 11913 59th Ave W, Mukilteo, WA 98275 (the “Mukilteo home”) listing both Karen and  
14 Timothy Eyman as buyers and signed by both on June 9, 1998. Edison Decl. K. Eyman  
Stay Ex. 3.
- 15 • Statutory Warranty Deed, recorded August 20, 1998, conveying the Mukilteo home to  
16 Timothy D. Eyman and Karen J. Eyman, husband and wife. Edison Decl. K. Eyman  
Stay, Ex. 4.
- 17 • Deed of Trust recorded July 8, 2008 under Snohomish County Auditor’s File Number  
18 200807080035, securing a U.S. Bank Home Equity Line of Credit against the Mukilteo  
home, listing Timothy Eyman as borrower and signed by both Karen and Timothy  
Eyman as Grantors on June 2, 2008. Edison Decl. K. Eyman Stay, Ex. 5.
- 19 • Lien and Encumbrance report prepared by First American Title Insurance Company on  
20 April 27, 2021 confirming that the last deed of record for the Mukilteo home purports  
21 title in the name of “Timothy D. Eyman and Karen J. Eyman, husband and wife.” This  
22 report also confirmed that the Home Equity Line of Credit noted above had not been  
reconveyed and therefore is presumed to be an open line of credit encumbering the  
property. Edison Decl. K. Eyman Stay, Ex. 6.

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23  
24  
25 <sup>13</sup> Adversary 21-01041, Motion to Intervene, Dkt. #7, pgs. 4-5.

26 <sup>14</sup> Edison Declaration in Support of State’s Response to Karen Eyman’s Motion for Relief from Stay  
(Edison Decl. K. Eyman Stay) Dkt. #371, Exhibit 1.

<sup>15</sup> Adversary 21-01041, Motion to Intervene, Dkt. #7, pg. 5.

1 The State has received no documents that substantiate Karen Eyman's contention that the  
2 Mukilteo home has ever been her separate property.

3 As part of the adversary action, the State sent interrogatories and requests for production  
4 to both Timothy and Karen Eyman requesting documents establishing Karen Eyman's claim that  
5 the Green Lake and Mukilteo homes were her separate property. Neither of the Eymans has  
6 produced such documents.<sup>16</sup> Additionally, in her responses, Karen Eyman confirmed the  
7 proceeds from the Green Lake home were used for the down payment and purchase of the  
8 Mukilteo home and payments on the Mukilteo home "were made by automatic deduction from  
9 [the Eymans' joint] Chase Bank account."<sup>17</sup> All of Debtor Eyman's responses simply referred  
10 to the responses of Karen Eyman.<sup>18</sup>

11 In discovery, the State has received banking records from Karen Eyman from 2011 to  
12 October 2021. For that entire period, until September 2020, the Eymans shared the same account  
13 for daily living expenses.<sup>19</sup> These documents also contain refinancing documents for the  
14 Mukilteo home and establish that since 2003, the State was not provided earlier documents, the  
15 Eymans have made payments on the Mukilteo home out of their joint account.<sup>20</sup> Therefore, there  
16 is no evidence to support Karen Eyman's contention the Mukilteo home was her separate  
17 property. As such, the Mukilteo home is a community asset subject to the State's judgment  
18 entered in *State of Washington v. Tim Eyman, et al.* (Thurston County Superior Court case no.  
19 17-2-01546-34). *In re Dickerson*, 597 B.R. 101, 108 (Bankr. W.D Wash. 2019) citing *Oil Heat*  
20 *Co. of Port Angeles Inc. v. Sweeney*, 26 Wn. App. 351, 353, 613 P.2d 169 (1980).

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23 <sup>16</sup> Edison Declaration in Reply To Responses To Motion To Convert, Ex 1, Responses to Plaintiff State  
24 of Washington's First Interrogatories and Requests for Production to Defendant Karen Eyman (Responses Karen  
Eyman) and Ex. 2 Responses to Plaintiff State of Washington's First Interrogatories and Requests for Production  
to Defendant Timothy Eyman (Responses Timothy Eyman).

25 <sup>17</sup> Responses Karen Eyman, pg. 9 Interrogatory No. 4.

26 <sup>18</sup> Responses Timothy Eyman, pgs. 9-16.

<sup>19</sup> Declaration of Tony Perkins in support of Motion to Convert, ¶¶ 10-11.

<sup>20</sup> Declaration of Tony Perkins in support of Motion to Convert, ¶¶ 12-17.

1 In conclusion, the State's Motion to Convert should be granted. Debtor Eyman has not  
2 made a Plan payment since August 2021, is in default under the terms of the Plan, has stated no  
3 intent to resume Plan payments, and should not be afforded the protection of a Chapter 11  
4 bankruptcy. Failure to make Plan payments is "cause" for conversion and conversion is in the  
5 best interests of the creditors since it is their only option of receiving payment on their claims.  
6 Finally, Debtor Eyman's contention that he has no income and cannot fundraise is not credible  
7 and is not supported by the facts. A trustee is needed to determine the assets available to creditors  
8 and ensure creditors receive payment.

9  
10 DATED this 13th day of December, 2021.

11 ROBERT W. FERGUSON  
12 Attorney General

13 /s/ Susan Edison

14  
15 SUSAN EDISON, WSBA No. 18293  
16 *Assistant Attorney General*  
17 DINA YUNKER FRANK, WSBA No. 16889  
18 *Assistant Attorney General*  
19 ERIC S. NEWMAN, WSBA No. 31521  
20 *Assistant Attorney General*  
21 Attorneys for the State of Washington  
22  
23  
24  
25  
26



**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

In re

TIMOTHY DONALD EYMAN,

Debtor.

NO. 18-14536-MLB

DECLARATION OF TONY PERKINS IN  
SUPPORT OF STATE OF  
WASHINGTON'S MOTION FOR  
CONVERSION TO CHAPTER 7

I, TONY PERKINS, declare as follows:

1. I am over the age of 18 and competent to testify on the matters contained in this declaration.  
I make this declaration based on my personal knowledge.
2. I am a Senior Investigator/Analyst in the Complex Litigation Division of the Washington State Attorney General's Office. I have served in this position since November 1, 2016 and assisted in my office's pre-filing investigation in the underlying State lawsuit. Following the filing of the State's lawsuit, I assisted in the State's discovery work. I assisted the State with trial preparation, and also provided fact testimony at trial.
3. During the underlying State lawsuit, I reviewed banking records for accounts held by Debtor Eyman and held jointly by Debtor Eyman and Karen Eyman.
4. During and after the underlying State lawsuit, I have reviewed and analyzed the financial information disclosed by Debtor Eyman in this bankruptcy.

DECLARATION OF TONY PERKINS IN  
SUPPORT OF STATE OF WASHINGTON'S  
MOTION FOR CONVERSION TO CHAPTER 7

1

OFFICE OF THE ATTORNEY GENERAL  
Bankruptcy & Collections Unit  
800 Fifth Avenue, Suite 2000  
Seattle, Washington 98104-3188  
Phone: (206) 389-2187 – Fax (206) 587-5150

- 1 5. I have also reviewed discovery produced to the State on connection with its adversary claim  
2 in the bankruptcy, including documents that Karen Eyman produced related to the purchase  
3 and refinancing of Karen Eyman and Debtor Eyman's Mukilteo home.
- 4 6. I have also reviewed Public Disclosure Commission (PDC) campaign finance reports filed  
5 by Debtor Eyman's current political committee, which is called Permanent Offense – \$30  
6 Car Tabs – Voters Want More Choices.
- 7
- 8 7. I have also reviewed Debtor Eyman's personal fundraising efforts, including solicitations he  
9 makes through his Facebook page; through the website [www.timdefense.com](http://www.timdefense.com); and through  
10 the website maintained by his political committee, [www.permanentoffense.com](http://www.permanentoffense.com).
- 11 8. Debtor Eyman's banking records and bankruptcy reports include statements for a checking  
12 account he maintains at Bank of America with an account number ending in 2926.
- 13
- 14 9. During discovery in the underlying State lawsuit, Debtor Eyman disclosed that Bank of  
15 America account 2926 was opened on September 19, 1988.
- 16 10. I have reviewed monthly statements and payment and withdrawal records for Bank of  
17 America account 2926 for periods from August 2011 through October 2021, with a gap of  
18 six months from March 17 – September 1, 2020, when Debtor Eyman did not supply records.
- 19
- 20 11. For nearly that entire period, until September 2020, Bank of America account 2926 has been  
21 held jointly by Karen Eyman and Debtor Eyman, and has been used to pay the Eyman  
22 family's daily living expenses.
- 23 12. Karen Eyman's documents produced through discovery include records related to the 30-  
24 year refinancing of the loan for the Eymans' Mukilteo home through Washington Mutual  
25 bank in June 2003. The documents include a written authorization instructing Washington  
26

1 Mutual to make automatic monthly deductions from Karen Eyman and Debtor Eyman's joint  
2 Bank of America checking account 2926 on the 5<sup>th</sup> of each month. The authorized monthly  
3 deduction was approximately \$2,500. The loan documents include Karen Eyman and Debtor  
4 Eyman's notarized signatures, affixed on June 13, 2003. True and correct copies of the 2003  
5 refinance documents are attached as **Exhibit A** to this declaration.

6 13. In 2008, JP Morgan Chase acquired Washington Mutual. The earliest statements I have  
7 reviewed for Karen Eyman and Debtor Eyman's joint Bank of America checking account  
8 2926 show monthly payments to JP Morgan Chase. The first such payments were a  
9 \$2,533.72 payment in Sept 2011, and a \$2,684.93 payment in October 2011. From  
10 November 2011 to July 2012, these payments to JP Morgan Chase were set at a recurring  
11 \$2,592.71 each month.

12  
13 14. Debtor Eyman's banking records indicate that in August 2012, he and Karen Eyman began  
14 directing their mortgage payments to US Bank. These payments also came from the Eyman  
15 family's joint Bank of America checking account 2926. With the exception of three months  
16 in the spring and summer of 2014, from August 2012 until September 2016, statements for  
17 the joint account 2926 show a monthly payment of approximately \$3,000 to US Bank. In  
18 most months this payment was made electronically, and identified in the statements as "US  
19 Bank Home Mtg."

20 15. In August 2012, October 2012 and July 2014, Karen Eyman and Debtor Eyman's mortgage  
21 payment was made by check. A true and correct copy of the August 2012 check, made  
22 payable to "U.S. Bank Home Mortgage," is attached as **Exhibit B** to this declaration. The  
23 check shows Debtor Eyman's signature. A notation on the check instructs U.S. Bank to  
24 "auto-deduct from this account from now on" (i.e., Karen Eyman and Debtor Eyman's joint  
25 Bank of America checking account 2926).  
26

1 16. After the final mortgage payment to US Bank in September 2016, Karen Eyman and Debtor  
2 Eyman continued to make large monthly electronic payments to Chase bank in the first half  
3 of each month. These payments were sometimes slightly more than the monthly mortgage  
4 amount for the Eyman's Mukilteo home. Often, the payments were for several times this  
5 amount.

6 17. Debtor Eyman's bankruptcy petition filed in November 2018 did not list an outstanding  
7 mortgage among his monthly expenses. Debtor Eyman did however disclose \$18,530.55 in  
8 total payments to Chase made from August – November 2018, prior to filing for bankruptcy.  
9 Debtor Eyman identified these not as mortgage payments, but as credit card payments.

10  
11 18. Debtor Eyman's bankruptcy reports also include statements for an account he maintains at  
12 Bank of America with an account number ending in 0371.

13 19. Beginning in the fall of 2020, Debtor Eyman began using Bank of America account 0371 to  
14 pay his daily living expenses.

15  
16 20. Bank of America account 2926 is now held in Debtor Eyman's name alone. Debtor Eyman's  
17 bankruptcy reports indicate that he solicits funds from supporters through PayPal and check  
18 donations, and deposits those funds into his Bank of America account 2926.

19 21. Debtor Eyman's bankruptcy reports indicate that as recently as September 2021, he  
20 continued to receive and deposit PayPal and check contributions from supporters, multiple  
21 times a month, with many deposits totaling several thousand dollars. From July 7 –  
22 September 24, 2021, Debtor Eyman made 14 deposits of contributions from supporters,  
23 totaling \$39,286.79. He identified these deposits as "gifts from friends" or "gifts from  
24 friends for legal defense fund."

1 22. In his social media and web-based fundraising, Debtor Eyman disclosed that in September  
2 2021, he traveled outside Washington State to participate in an “election integrity” effort in  
3 “7 key swing states,” including Georgia and Florida.

4 23. Debtor Eyman’s bankruptcy reports disclose expenses related to his weeklong “elections  
5 integrity” trip in September 2021. The reports indicate that Debtor Eyman paid for parking,  
6 snacks, and baggage fees in connection with this travel. However, with the exception of one  
7 night’s stay at a Residence Inn in Atlanta, the reports do not indicate that Debtor Eyman paid  
8 for his airfare, meals, or lodging.

9  
10 24. Debtor Eyman’s bankruptcy reports show his receipt of loan repayments from Permanent  
11 Offense, his political committee. Debtor Eyman received \$45,000 in loan repayments from  
12 the committee in July and August 2021. He deposited those funds into Bank of America  
13 0371, the account he uses for daily living expenses.

14 25. PDC expenditure reports filed by Debtor Eyman’s political committee show additional loan  
15 repayments totaling \$30,000 to Debtor Eyman in October 2021. The report indicates that  
16 after the \$75,000 in total payments to Debtor Eyman from July – October 2021, Permanent  
17 Offense still owes Debtor Eyman \$411,000. A true and correct copy of the committee’s  
18 expenditure report covering October 2021 is attached as **Exhibit C** to this declaration.

19  
20 I declare under penalty of perjury that the foregoing is true and correct.

21 EXECUTED this 13th day of December, 2021.

22  
23 /s/ Tony Perkins  
24 TONY PERKINS  
25  
26

In re: Eyman, 18-14536-MLB

# EXHIBIT A

to Declaration of Tony Perkins  
in Support of State's Motion for Conversion to Chapter 7

# Auto Pay - Enrollment Form

Yes, I/we authorize Washington Mutual ("Washington Mutual") to deduct my/our mortgage loan payment in accordance with this Enrollment Form (including the Terms and Conditions below) each month from the account at your financial institution ("Bank") designated below.

My/Our Washington Mutual Loan Number is: \_\_\_\_\_

The name(s) on the account is/are as follows:

Borrower's Name

Co-Borrower's Name

Daytime Phone Number

Evening Phone Number

## Payment Date

Your payment will automatically be deducted from your Bank account each month on the Deduction Date you choose below. The Deduction Date must be at least one day prior to the last day of your late charge grace period under the terms of your loan documents. If you choose a Deduction Date that is on or after the last day of your late charge grace period, or if you do not choose a Deduction Date at all, the deduction will occur on the payment due date. If the Deduction Date falls on a weekend or a legal or business holiday, the deduction will occur on the following business day.

☒ I choose the following Deduction Date: The 5th day of each month. (The Deduction Date must be at least one day prior to the last day of your late charge grace period.)

**Payment Options:** If you do not select one of the monthly payment amounts below, only the minimum monthly payment will be deducted. In any event, other amounts described in the Terms and Conditions also will be deducted.

If you have a fixed-rate loan or an adjustable rate loan (other than an Option ARM), please choose from the following payment options:

- ☐ Minimum Monthly Payment Only
- ☐ Minimum Monthly Payment together with

an additional amount of \$ \_\_\_\_\_ for a total payment of \$ 2508.16 (This additional amount will be deducted from the designated Bank account and applied each month to pay down the principal balance of your loan. If you have an adjustable rate loan, see the Terms and Conditions for details.)

If you have

- ☐ Minimum Monthly Payment Only
- ☐ Minimum Monthly Payment together with an additional amount
- ☐ Minimum Monthly Payment together with an additional amount
- ☐ Minimum Monthly Payment together with an additional amount
- ☐ Minimum Monthly Payment together with an additional amount

Tim & Karen Eyman  
(425) 493-9127  
11913 59th Avenue West  
Mukilteo, WA 98275

6612

Pay to the order of

Date

19-2/1250 WA 29702

\$

Dollars

Bank of America

Houghton 029702 G Washington

For

Please Note: If you have a fixed-rate loan or an adjustable rate loan (other than an Option ARM), please choose from the following payment options:

In addition to the monthly payment, a designated amount will be deducted from the designated Bank account and applied each month to pay down the principal balance of your loan.

- ☐ Yes, please deduct my/our Auto Pay from the following account:

Please deduct my/our Auto Pay from the following account:

- ☐ Checking Account OR ☐ Savings Account Number: \_\_\_\_\_

Transit ABA / Routing Number: 125000024

(Please attach a voided check from your designated checking account to this form. Your voided check has the Transit/ABA Routing Number printed on it. If payment is to be deducted from a savings account, contact your financial institution to obtain the Transit/ABA Routing Number.)

Name of Financial Institution

Financial Institution Phone Number

Washington Mutual is authorized to debit mortgage payments (in the amount indicated) on the above referenced loan number each month from the account listed above. The Terms and Conditions and other provisions of this Enrollment Form have been reviewed and are accepted.

Signature

Date

Signature

Date

(Your signature is required to process this automatic payment request. If 2 names on account, both signatures required.)

1518 (09-02)

#### **Terms and Conditions**

The monthly deductions from the designated account at your financial institution ("Bank") will include all principal, interest and escrow payments (such as taxes, property insurance, mortgage insurance and optional products) due with respect to your loan, as the same may change from time to time under the terms of the governing documents, plus any additional payments that you authorize, on the monthly dates ("Deduction Dates") indicated in the Enrollment Form. If there are insufficient funds in the account to cover a deduction, you may be assessed a \$15.00 reject fee as well as any late charge that may be due, and Washington Mutual Bank, FA ("Washington Mutual") is authorized to attempt to make the deduction at any later time(s). In any event, if the deduction is not made, you remain responsible for directly making your payments on time. You also remain responsible for paying directly to Washington Mutual any late charges and other fees and amounts due with respect to your loan. You acknowledge that your receipt of the loan was not conditioned upon your agreement to authorize these automated deductions. You will continue to pay your loan payments directly to Washington Mutual until you have received a confirmation letter that advises you of the commencement date of the automated deductions. Washington Mutual is not liable for any losses incurred by reason of any failure in the automated deduction process. You agree to maintain sufficient available funds in the account on the business day prior to each Deduction Date to cover the amount of the deduction. You are responsible for any fees that may be imposed by the Bank. If your loan is not current, Washington Mutual may suspend the automated deductions from your Bank account and you will be responsible for making your payments directly. You may terminate your authorization for automated deductions by notifying Washington Mutual in writing, and the termination will be effective ten (10) business days after the date the notice is received. You will need to terminate the automated deduction service once your loan is paid off. Washington Mutual may modify or terminate the automated deduction service by notifying you in writing at the address set forth in its loan records. Following the effective date of any termination by Washington Mutual or you, you will be responsible for making your payments directly and in a timely manner. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the United States of America and, to the extent that the laws of the United States of America are not applicable, with the internal laws of the State of California (without giving effect to any choice of law of rule that would cause the application of the laws of any jurisdiction other than the United States of America or the State of California to the rights and duties of the parties). By signing and returning the Enrollment Form, you agree to these Terms and Conditions and the other provisions of the Enrollment Form. If Washington Mutual so agrees, then, in accordance with Washington Mutual's instructions, either you or Washington Mutual may fax documents to the other, and the faxed documents and any signature(s) thereon shall be regarded as the same as original(s).

Please retain a copy of the completed signed Enrollment Form for your records.



SIGNATURE /NAME AFFIDAVIT

DATE: 6/13/03, 2003

THIS IS TO CERTIFY THAT MY LEGAL SIGNATURE IS AS WRITTEN AND TYPED BELOW. (This signature must exactly match signatures on the Note and Mortgage or Deed of Trust.)

Tim Eymann  
(Print or Type Name)

[Signature]  
Signature

If applicable, complete the following.

I AM ALSO KNOWN AS:

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
Signature

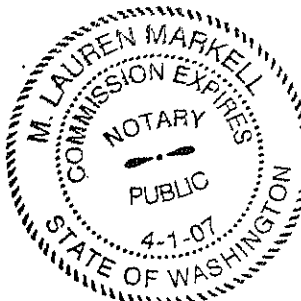
State of Washington  
County of Snohomish

I certify that I know or have satisfactory evidence that Timothy D Eymann is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for uses and purposes mentioned in this instrument.

Dated: 6-13-03 [Signature]  
Notary Public in and for the State of Washington

Residing at: Arlington

My Commission Expires: 4-1-07





## First Payment Reminder Notice

Loan Number: [REDACTED] 9548-1


This notification provides instructions for making your first mortgage payment in the event that your mortgage loan closes in less than 30 days of your first payment due date, as indicated on your Promissory Note.

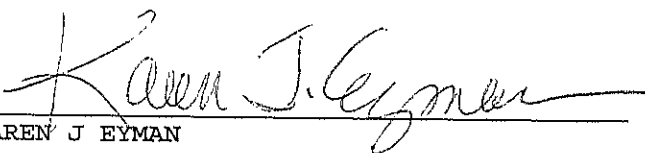
If your first payment is due within 30 days of your mortgage loan closing date, you will not receive a billing statement until your second payment is due or, if you have chosen the AutoPay option, your first AutoPay draft will not occur until your second payment.

Your payment is due on the scheduled date. Please mail your first payment to the address shown on your Promissory Note, or make your payment at any Washington Mutual Financial Center. It is important that payments only be brought to a Washington Mutual Financial Center authorized to accept mortgage payments. Other Washington Mutual offices will not be able to process your mortgage payment. For the location of the nearest Washington Mutual Financial Center, please call 1-800-756-8000, Option 5.

The full Principal & Interest or Principal, Interest, Taxes and Insurance payment amount is due on the first payment date. This full payment amount can be found on the Borrower Disbursement Authorization (form 1517).

By signing below, the borrower acknowledges receipt of this notification.

x   
TIMOTHY D EYMAN

x   
KAREN J EYMAN

SIGNATURE /NAME AFFIDAVIT

DATE: 6/13, 2003

THIS IS TO CERTIFY THAT MY LEGAL SIGNATURE IS AS WRITTEN AND TYPED BELOW. (This signature must exactly match signatures on the Note and Mortgage or Deed of Trust.)

Karen Joan Eyman  
(Print or Type Name)

Karen Eyman  
Signature

If applicable, complete the following.

I AM ALSO KNOWN AS:

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
Signature

State of Washington  
County of Inshomish

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

Dated: 6/13/

M. Lauren Markell  
Notary Public in and for the State of Washington

Residing at: Bellevue

My Commission Expires: 4-1-07



In re: Eyman, 18-14536-MLB

# EXHIBIT B

to Declaration of Tony Perkins  
in Support of State's Motion for Conversion to Chapter 7



In re: Eyman, 18-14536-MLB

# EXHIBIT C

to Declaration of Tony Perkins  
in Support of State's Motion for Conversion to Chapter 7

# SUMMARY, FULL REPORT RECEIPTS AND EXPENDITURES

# C4

(3/97)

PDC OFFICE USE

110061262

11-10-2021

Candidate or Committee Name (Do not abbreviate. Include full name)

**PERMANENT OFFENSE - \$30 TABS INITIATIVE - VOTERS WANT MORE CHOICES**

Mailing Address

**PO BOX 6151**

City

**OLYMPIA, WA**

Zip + 4

**98507**

Office Sought (Candidates)

Election Date

**2021**

**\*For PACs, Parties & Caucus Committees:** During this report period, did the committee make an independent expenditure (i.e., an expense not considered a contribution) supporting or opposing a state or local candidate?

Report Period Covered

From (last C-4)

**10/12/21**

To (end of period)

**10/25/21**

Final Report?

Yes No **X**

## RECEIPTS

\*See next page

Yes

No

1. Previous total cash and in kind contributions (From line 8, last C-4) (if beginning a new campaign or calendar year, see instruction booklet) .....	\$	<b>\$195,151.76</b>
2. Cash received (From line 2, Schedule A) .....	\$	<b>\$345.00</b>
3. In kind contributions received (From line 1, Schedule B) .....		<b>\$0.00</b>
4. Total cash and in kind contributions received this period (Line 2 plus 3) .....		<b>\$345.00</b>
5. Loan principal repayments made (From line 2, Schedule L) .....		<b>\$0.00</b>
6. Corrections (From line 1 or 3, Schedule C) .....	Show + or (-)	<b>\$0.00</b>
7. Net adjustments this period (Combine line 5 & 6) .....	Show + or (-)	<b>\$0.00</b>
8. Total cash and in kind contributions during campaign (Combine lines 1, 4 & 7) .....		<b>\$195,496.76</b>
9. Total pledge payments due (From line 2, Schedule B) .....	<b>\$0.00</b>	

## EXPENDITURES

10. Previous total cash and in kind expenditures (From line 17, last C-4) (If beginning a new campaign or calendar year, see instruction booklet) .....		<b>\$64,195.40</b>
11. Total cash expenditures (From line 4, Schedule A) .....		<b>\$32,727.61</b>
12. In kind expenditures (goods & services) (From line 1, Schedule B) .....		<b>\$0.00</b>
13. Total cash and in kind expenditures made this period (Line 11 plus line 12) .....		<b>\$32,727.61</b>
14. Loan principal repayments made (From line 2, Schedule L) .....		<b>\$0.00</b>
15. Corrections (From line 2 or 3, Schedule C) .....	Show + or (-)	<b>\$0.00</b>
16. Net adjustments this period (Combine lines 14 & 15) .....	Show + or (-)	<b>\$0.00</b>
17. Total cash and in kind expenditures during campaign (Combine lines 10, 13 and 16) .....		<b>\$96,923.01</b>

## CANDIDATES ONLY

Name not

Won

Lost

Unopposed

on ballot

Primary election

☐
☐
☐
☐

General election

☐
☐
☐
☐

Treasurer's Daytime Telephone No.:

**(425) 590-9363**

## CASH SUMMARY

18. Cash on hand (Line 8 minus line 17) .....	<b>\$98,573.75</b>
[Line 18 should equal your bank account balance(s) plus your petty cash balance.]	
19. Liabilities: (Sum of loans and debts owed) .....	<b>\$411,000.00</b>
20. Balance (Surplus or deficit) (Line 18 minus line 19) .....	<b>(\$312,426.25)</b>

**CERTIFICATION:** I certify that the information herein and on accompanying schedules and attachments is true and correct to the best of my knowledge.

Candidate's Signature

Date

Treasurer's Signature

Date

**Dawn Appelberg**

**11/10/21**

# CASH RECEIPTS AND EXPENDITURE

SCHEDULE  
to C4

**A**  
(11/93)

2

Candidate or Committee Name (Do not abbreviate. Use full name.)

Report Date

10/12/21

10/25/21

1. CASH RECEIPTS (Contributions) which have been reported on C3. List each deposit made since last C4 report was submitted.

Date of deposit	Amount	Date of deposit	Amount	Date of deposit	Amount	Total deposits
10/12/2021	\$50.00					
10/18/2021	\$295.00					

2. TOTAL CASH RECEIPTS

Enter also on line 2 of C4 \$ **\$345.00**

**CODES FOR CLASSIFYING EXPENDITURES:** If one of the following codes is used to describe an expenditure, no other description is generally needed. The exceptions are:

- 1) If expenditures are in-kind or earmarked contributions to a candidate or committee or independent expenditures that benefit a candidate or committee, identify the candidate or committee in the Description block;
- 2) When reporting payments to vendors for travel expenses, identify the traveler and travel purpose in the Description block; and
- 3) If expenditures are made directly or indirectly to compensate a person or entity for soliciting signatures on a statewide initiative or referendum petition, use code "V" and provide the following information on an attached sheet: name and address of each person/entity compensated, amount paid each during the reporting period, and cumulative total paid all persons to date to gather signatures.

CODE  
DEFINITIONS  
ON NEXT PAGE

C - Contributions (monetary, in-kind & transfers)  
I - Independent Expenditures  
L - Literature, Brochures, Printing  
B - Broadcast Advertising (Radio, TV)  
N - Newspaper and Periodical Advertising  
O - Other Advertising (yard signs, buttons, etc.)  
V - Voter Signature Gathering

P - Postage, Mailing Permits  
S - Surveys and Polls  
F - Fundraising Event Expenses  
T - Travel, Accommodations, Meals  
M - Management/Consulting Services  
W - Wages, Salaries, Benefits  
G - General Operation and Overhead

### 3. EXPENDITURES

- a) Expenditures of \$50 or less, including those from petty cash, need not be itemized. Add up these expenditures and show the total in the amount column on the first line below..
- b) Itemize each expenditure of more than \$50 by date paid, name and address of vendor, code/description, and amount.
- c) For each payment to a candidate, campaign worker, PR firm, advertising agency or credit card company, attach a list of detailed expenses or copies of receipts/invoices supporting the payment.

Date Paid	Vendor or Recipient (Name and Address)	Code	Purpose of Expense and/or Description	Amount
N/A	Expenses of \$50 or less	N/A	N/A	
10/13/21	TIM EYMAN 500 106TH AVE NE, #709 BELLEVUE, WA 98004		TIM EYMAN, LOAN REPAYMENT	\$5,000.00
10/12/21	TIM EYMAN 500 106TH AVE NE, #709 BELLEVUE, WA 98004		TIM EYMAN, LOAN REPAYMENT	\$25,000.00
10/13/21	OFFICE DEPOT 602 Sleater Kinney Rd SE Lacey, WA 98503	OS	Banner	\$167.35
10/14/21	DAWN APPELBERG 9110 178TH ST CT E SEATTLE, WA 98168	AL-	Treasurer Work	\$700.00
10/25/21	BARBARA DASE 13241 22ND AVE S SEATAC, WA 98168	G	Computer Work	\$225.00
10/25/21	AMS PRINT AND MAIL SPECIALISTS po box 2425 blaine, WA 98231	L	Mailers	\$1,635.26

Total from attached pages \$ **\$0.00**

4. TOTAL CASH EXPENDITURES

Enter also on line 11 of C4 \$ **\$32,727.61**





**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

In re

TIMOTHY DONALD EYMAN,

Debtor.

NO. 18-14536-MLB

DECLARATION OF SUSAN EDISON IN  
SUPPORT OF STATE'S REPLY TO  
RESPONSES TO MOTION TO  
CONVERT

I, Susan Edison, declare as follows:

1. I am over the age of 18 and competent to testify on the matters contained in this declaration and make this declaration based on my personal knowledge. I am an Assistant Attorney General with the Washington State Attorney General's Office, representing the State of Washington in this matter. I am also familiar with the State's proceedings in state court.
2. Attached as Exhibit 1 is a true and correct copy of the Responses to Plaintiff State of Washington's First Interrogatories and Requests for Production to Defendant Karen Eyman in Adversary Case No. 21-01041-MLB.
3. Attached as Exhibit 2 is a true and correct copy of the Responses to Plaintiff State of Washington's First Interrogatories and Requests for Production to Defendant Timothy Eyman in Adversary Case No. 21-01041-MLB.

DECLARATION OF SUSAN EDISON IN  
SUPPORT OF STATE'S REPLY TO  
RESPONSES TO MOTION TO CONVERT

1

OFFICE OF THE ATTORNEY GENERAL  
Bankruptcy & Collections Unit  
800 Fifth Avenue, Suite 2000  
Seattle, Washington 98104-3188  
Phone: (206) 389-2187 – Fax (206) 587-5150

1 I declare under penalty of perjury that the foregoing is true and correct.

2 EXECUTED this 13th day of December, 2021.

3 /s/ Susan Edison

4 \_\_\_\_\_  
5 Susan Edison, WSBA No. 18293  
6 Assistant Attorney General  
7  
8  
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In re: Eyman, 18-14536-MLB

# EXHIBIT 1

to Declaration of Susan Edison  
in Support of State's Reply to Responses to Motion to Convert

**From:** [Tanya Bainter](#)  
**To:** [Edison, Susan M \(ATG\)](#)  
**Cc:** [Marc Stern](#); [Ashmun, Glenn R \(ATG\)](#); [lbf@chutzpa.com](mailto:lbf@chutzpa.com)  
**Subject:** Karen Eyman's Answers to State's First Interrogatories and RFP, 21-01041-MLB  
**Date:** Wednesday, November 17, 2021 11:13:55 AM  
**Attachments:** [Karen Eyman's Answers to States1stRogsRFPsAdversary.pdf](#)

---

[EXTERNAL]

Susan,

Attached are Karen's answers.

Tanya Bainter  
Legal Assistant

LAW OFFICE OF MARC S. STERN  
1825 NW 65th St.  
Seattle, WA 98117  
206-448-7996  
206-297-8778 (fax)  
[tanya@hutzbah.com](mailto:tanya@hutzbah.com)

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**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

In re:

CASE NO. 18-14536-MLB

TIMOTHY DONALD EYMAN,

Debtor.

STATE OF WASHINGTON,

Plaintiff,

vs.

TIMOTHY DONALD EYMAN,  
GOODSTEIN LAW GROUP PLLC,  
AND KAREN EYMAN,

Defendants.

ADVERSARY NO. 21-01041-MLB

PLAINTIFF STATE OF  
WASHINGTON'S FIRST  
INTERROGATORIES AND REQUESTS  
FOR PRODUCTION TO DEFENDANT  
KAREN EYMAN

TO: DEFENDANT KAREN EYMAN and her attorney of record, MARC S. STERN

In accordance with Federal Rules of Civil Procedure 26, 33, and 34, please answer the following requests for production of documents, electronically stored information, and tangible things, separately and fully under oath, within thirty (30) days of the date of service and in accordance with the "DEFINITIONS" and "INSTRUCTIONS" set forth below. Documents are to be produced for inspection and copying at Office of the Attorney General, Bankruptcy & Collections Unit, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104-3188 with instructions specifying whether you wish them to be copied and returned or to be retained.

**DEFINITIONS**

For purposes of these Interrogatories and Requests for Production of Documents, the following terms shall have the meanings indicated:

1. “You” or “your” mean Defendant KAREN EYMAN, including any present or former officers, directors, attorneys, agents, subsidiaries, affiliates, holding companies, employees, contractors and other representatives or any other person acting or purporting to act on her behalf.

2. “Document(s)” is used in its customary broad sense to include, but without limitation, the following items, whether printed, recorded, stored, filmed, reproduced in any process, or written or produced by hand, or stored or maintained electronically, that are or have been in the possession, control or custody of the party responding to the request or of which the party responding to these requests has knowledge, whether or not claimed to be privileged against discovery on any grounds, or whether in original, master, electronic or copy; namely: communication; notes; memoranda; summaries, records and/or minutes of telephone conversations, meetings or conferences; voice records; summaries and records of personal conversations or interviews; telegrams and/or facsimiles; letters; calendars; books; manuals; contracts; publications; diaries; charts; analyses; reports; investigations and/or surveys; opinions and reports of consultants; reports and summaries of negotiations; brochures; pamphlets; catalogs; catalog sheets; checks (front and back); check drafts; negotiable instruments; credit advances; debit slips; deposit slips; withdrawal receipts; blueprints; drawings; specifications; drafts or originals, or preliminary notes or marginal comments appearing on any document; computer-generated reports, whether on hard copy or on disk or similar format; financial

1 statements; minutes; agendas; stenographic or handwritten notes; photographs; pictures; files;  
2 recorded audio and videotape; any drafts, compilations, abstracts or summaries of the above and  
3 all papers similar to the foregoing, however denominated; any copy which differs in any respect  
4 from the original or other versions of the document, such as copies containing notations,  
5 insertions, corrections, marginal notes or any other variations; every copy where the original is  
6 not in the possession, custody or the control of the party answering these requests; every copy  
7 where such copy is not an identical copy of the original or where such copy contains any  
8 commentary or notation whatsoever that does not appear on the original; other reports and  
9 records; and any other information-containing paper, writing or physical things, including,  
10 without limitation, any computer disk or tape or printout of any information stored thereon. This  
11 specifically includes all documents or data or information that is maintained or exists in  
12 electronic or magnetic form, including, but not limited to, email, web-based email, Facebook  
13 messages, Skyping, tweets, text messages, instant messages, electronic messages, Salesforce or  
14 other customer relations management software or platform, and communications sent or received  
15 on cellular phones or personal communication devices such as the iPhone, iPad, Blackberry,  
16 Android, or Treo.

17 3. “Identify” or “identity” used in reference to an individual person means state that  
18 person’s full name, present or last-known business and residential address, and business, cellular,  
19 or home telephone number; present or last-known business position and/or affiliation; and that  
20 person’s business affiliation and/or position at the time in question. If the person is your  
21 representative, state the person’s title, the date on which the person began to represent you, and  
22 the capacity in which the person represents you. If you do not have current information, provide  
23



1 the information last known to you. If you do not know and have never known the information  
2 described in this paragraph, please state that fact.

3 4. "Identify" or "identity" when used in reference to document means to state the  
4 date the document bears and the date it was prepared; the identity of the author and/or originator;  
5 the identity of each addressee; type of document (e.g., letter, memorandum, telegram, chart, etc.)  
6 or some other means of identifying it; its general subject matter; the present location of the  
7 document; the identity of the present custodian thereof; and whether you will provide a copy  
8 thereof without further request. If any such document was, but is no longer in your possession  
9 or subject to your control, state what disposition was made of it.

10 5. "Identify" or "identification" when used in reference to any other matter in these  
11 requests, including any oral communication or meeting, shall mean to identify (as defined in  
12 paragraphs 3 and 4) all data regarding the description and substance of the matter involved; with  
13 reference to an oral communication or meeting, such description should include the identity of  
14 the speaker(s) and the person(s) addressed, the reference to the oral communication or meeting,  
15 such description should include the identity of the speaker(s) and the person(s) addressed, the  
16 date, place and medium of the communications, and a description in complete and full detail of  
17 the content of the communication.

18 6. "Communicate" or "communication(s)" refers to any dissemination of  
19 information or transmission of a statement from one person to another, or in the presence of  
20 another, whether by writing, orally, e-mail, or by action or conduct, or any verbal or written  
21 transmittal or exchange of information or messages.  
22  
23

1           7.       “Person” refers to any individual, corporation, partnership, association, public  
2 agency, or any other entity of any kind as defined by RCW 42.17A.005(39).

3           8.       “Relating to,” “referring,” “concerning,” and “regarding” mean relating in any  
4 way, directly or indirectly, to a document, event, act, person, occurrence or matter, or to a class  
5 of documents, events, acts, persons, occurrences or matters described in the request and includes,  
6 without limitation, analyzing, constituting, evidencing, comprising, summarizing, discussing,  
7 describing, concerning, reflecting, showing, referring to, containing, affecting, pertaining to, in  
8 connection with, or supporting the event(s), act(s), person(s), occurrence(s), or matters(s)  
9 described in the request, or currently or previously attached or appended to, or used in the  
10 preparation of, any documents described in the request.

11          9.       “And” and “or” are used interchangeably and should be interpreted so as to result  
12 in the broadest possible interpretation.

13          10.      “Funds” refers to cash, money, bank checks, money orders, cashier’s checks, wire  
14 transfers, stock exchanges, or any other form of currency.

15          11.      “Solicitation” means any request or appeal, either oral or written, or any endeavor  
16 to obtain, seek or plead for gifts, donations, contributions, funds, property, financial assistance  
17 or other thing of value, including the promise or grant of any money or property of any kind or  
18 value. “Solicitation” further includes a request for funds in exchange for personal or professional  
19 services.

20          12.      “Support” means to furnish funds or means for maintenance; to maintain; to  
21 enable to continue; to carry on; to vindicate, to defend, to uphold with aid or countenance.

22           \\\

## INSTRUCTIONS

1. Relevant Time Period. Unless otherwise specified, the documents called for by these document requests are documents in your possession, custody or control that were applicable, effective, prepared, written, generated, sent, dated, or received at any time since January 1, 1993. If a time period is expressly specified in a request, you should produce documents in your possession, custody or control that were applicable, effective, prepared, written, generated, sent, dated, or received during the specified time period.

2. In accordance with Federal Rule of Civil Procedure 26(e), these interrogatories and requests are continuing in nature and in the event you discover further information or documents that are responsive to these interrogatories and requests for production of documents, you are to supplement the answers by additional answers or the production of additional documents.

3. All documents that respond, in whole or in part, to any part or clause of any paragraph of these document requests shall be produced in their entirety, including all attachments and enclosures. Only one copy need be produced of documents that are responsive to more than one paragraph or are identical except for the person to whom it is addressed if you indicate the persons or group of persons to whom such documents were distributed. Documents that in their original condition were stapled, clipped, or otherwise fastened together shall be produced in such form. Please place the documents called for by each request or interrogatory in a separate file folder or other enclosure marked with the specific responding defendant's name and the request or interrogatory to which such documents respond, and if any document is responsive to more than one request, indicate each request to which it responds.

1           4.     In producing documents consisting of electronically stored data in  
2 machine-readable form in response to any document request, provide such data in native format.  
3 Data files should be in sequential format, also known as ASCII files or flat files, with the data  
4 fields in fixed-column positions. For each data file provided, the following information should  
5 be included: a record layout, a short narrative description of the contents of the file, translation  
6 of any coded fields, the number of records in the file, and a printout of the first 100 records in  
7 report format. A record layout must contain the following pieces of information: name of the  
8 field, starting and ending position in the record, length of the field, and characteristics of the  
9 field (e.g., packed decimal, zoned decimal, alphanumeric).

10           5.     For any document responsive to these document requests which is known to have  
11 been destroyed or lost, or is otherwise unavailable, identify each such document by author,  
12 addressee, date, number of pages, and subject matter; and explain in detail the events leading to  
13 the destruction or loss, or the reason for the unavailability of such document, including the  
14 location of such document when last in your possession, custody, or control, and the date and  
15 manner of its disposition.

16           6.     Please take notice that the STATE WILL RELY UPON THE ACCURACY AND  
17 COMPLETENESS OF THE ANSWERS GIVEN in response to these requests for production  
18 and will presume that they have been supplemented as required by the Rules of Civil Procedure.  
19 THE STATE WILL OBJECT TO CLAIMS AND WITNESSES NOT SUPPORTED BY YOUR  
20 ANSWERS.

21           7.     With respect to any document as to which you assert a claim of privilege or  
22 immunity, please:  
23

1 a. Specifically identify the document, including its title; its author; its date; its  
2 addressee/recipient; number of pages; and a summary of the substance of the communication  
3 contained therein.

4 b. Specifically identify the nature and basis of the claimed privilege and the  
5 paragraph of this demand for documents to which the document is responsive; identify the facts  
6 giving rise to the claim of privilege or immunity; and identify each person to whom the document  
7 or its contents, or any part thereof, has been disclosed.

8 8. No agreement, understanding, or stipulation by the State of Washington or any  
9 of its representatives purporting to modify, limit, or otherwise vary these document requests shall  
10 be valid or binding on the State unless confirmed or acknowledged in writing (or made of record  
11 in open court) by a duly authorized representative thereof.

## 12 INTERROGATORIES

13 **INTERROGATORY NO. 1:** Please provide a list of all financial accounts, notes, contracts,  
14 negotiable instruments, receivables, accounts receivable, or any real property in which you have  
15 or had an interest as a sole owner or you have shared with Timothy Eyman during 1993 until  
16 present.

17 **ANSWER:** All documents in my possession, custody or control or to which I have access  
18 were previously provided.

19  
20 **INTERROGATORY NO. 2:** Please describe all assets including account numbers and amounts  
21 paid by Karen and/or Timothy Eyman to purchase the home at 7721 Corliss Ave. N., Seattle,  
22 WA including any payments made on the home after the purchase.

1       **ANSWER:** I purchased the Corliss home with my own funds in 1993, before I met Tim  
2 Eyman. I sold the home in 1998. I provided copies of all records I had on the closing of the  
3 1998 sale. I have no other records.

4  
5       **INTERROGATORY NO. 3:** Please identify each instance in which Karen and/or  
6 Timothy Eyman borrowed funds using the home at 7721 Corliss Ave. N., Seattle, WA as  
7 security, whether through a home equity loan, home equity line of credit, other second mortgage,  
8 cash-out refinance or other type of loan; for each instance, identify the name of the lending  
9 institution, name of the borrower(s), loan type, date of loan, amount borrowed, loan terms, source  
10 of funds used for repayment, date of last payment, current loan balance, and a description of the  
11 use of the funds borrowed.

12       **ANSWER:** Other than the initial loan I took out to purchase the Corliss home, I am  
13 aware of no other loans secured by the property.

14  
15       **INTERROGATORY NO. 4:** Please describe all assets including account numbers and  
16 amounts paid by Karen and/or Timothy Eyman to purchase the home at 11913 59th Ave. W.,  
17 Mukilteo, WA including any payments made on the home after the purchase.

18       **ANSWER:** The Corliss home was sold and the proceeds were paid in escrow toward  
19 the down payment and purchase price of the Mukilteo home. Thereafter, payments were made  
20 by automatic deduction from our joint Chase Bank account.

21  
22       **INTERROGATORY NO. 5:** Please identify each instance in which Karen and/or  
23 Timothy Eyman borrowed funds using the home at 11913 59th Ave. W., Mukilteo, WA as

1 security, whether through a home equity loan, home equity line of credit, other second mortgage,  
2 cash-out refinance, or other type of loan; for each instance, identify the name of the lending  
3 institution, name of the borrower(s), loan type, date of loan, amount borrowed, loan terms, source  
4 of funds used for repayment, date of last payment, current loan balance, and a description of the  
5 use of the funds borrowed.

6 **ANSWER:** I recently learned that Tim had taken out home equity lines of credit against  
7 the house without my knowledge. Other than that, I am aware of no other loans taken out secured  
8 by the property.

9  
10 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

11 **REQUEST FOR PRODUCTION NO. 1:** Please provide all documents that relate to the  
12 information you have listed in Interrogatory No. 1.

13 **RESPONSE:** All documents in my possession, custody or control or to which I have access  
14 were previously provided.

15 **REQUEST FOR PRODUCTION NO. 2:** Please provide all documents in your possession,  
16 custody or control that relate to Interrogatory No. 2 or to which you have access that describe,  
17 discuss, refer or relate to the purchase by Karen and/or Timothy Eyman of the home at 7721 Corliss  
18 Ave. N., Seattle, WA including but not limited to any records, emails, correspondence or  
19 agreements and all financial documents reflecting payments, loans, or transfers of anything of value  
20 made concerning the purchase.

21 **RESPONSE:** All documents in my possession, custody or control or to which I have  
22 access were previously provided.  
23

1 **REQUEST FOR PRODUCTION NO. 3:** Please provide all documents in your possession,  
2 custody or control or to which you have access that describe, discuss, refer or relate to the payments  
3 made by Karen and/or Timothy Eyman on the home at 7721 Corliss Ave. N., Seattle, WA including  
4 but not limited to any records, emails, correspondence or agreements and all financial documents  
5 reflecting these payments.

6 **RESPONSE:** I have no financial records from 1993 to 1998 when I owned this home.  
7

8 **REQUEST FOR PRODUCTION NO. 4:** Please provide all documents in your possession,  
9 custody or control or to which you have access that describe, discuss, refer or relate to loans secured  
10 by the home at 7721 Corliss Ave. N., Seattle, WA as identified in your response to  
11 Interrogatory No. 3, including but not limited to any records, emails, correspondence or agreements  
12 and all financial documents reflecting these loans.

13 **RESPONSE:** I have no financial records from 1993 to 1998 when I owned this home.  
14

15 **REQUEST FOR PRODUCTION NO. 5:** Please provide all documents in your possession,  
16 custody or control or to which you have access that describe, discuss, refer or relate to the purchase  
17 of the home at 11913 59th Ave. W., Mukilteo, WA 98275 by Karen and/or Timothy Eyman referred  
18 to in Interrogatory No. 4 including but not limited to any records, emails, correspondence or  
19 agreements and all financial documents reflecting payments, loans, or transfers of anything of value  
20 made concerning the purchase.

21 **RESPONSE:** All documents in my possession, custody or control or to which I have  
22 access were previously provided regarding the 1998 purchase of this home.  
23



1 **REQUEST FOR PRODUCTION NO. 6:** Please provide all documents in your possession,  
2 custody or control or to which you have access that describe, discuss, refer or relate to the payments  
3 made by Karen and/or Timothy Eyman on the home at 11913 59th Ave. W., Mukilteo, WA 98275  
4 referred to in Interrogatory No. 4 including but not limited to any records, emails, correspondence  
5 or agreements and all financial documents reflecting these payments.

6 **RESPONSE:** All documents in my possession, custody or control or to which I have access  
7 were previously provided.

8  
9 **REQUEST FOR PRODUCTION NO. 7:** Please provide all documents in your possession,  
10 custody or control or to which you have access that describe, discuss, refer or relate to the loans  
11 secured by the home at 11913 59th Ave. W., Mukilteo, WA 98275 as identified in your response to  
12 Interrogatory No. 5, including but not limited to any records, emails, correspondence or agreements  
13 and all financial documents reflecting these loans.

14 **RESPONSE:** I have no records regarding the home equity lines of credit Tim took out  
15 without my knowledge, and I am aware of no other loans.

16  
17 **REQUEST FOR PRODUCTION NO. 8:** Please provide all documents in your possession,  
18 custody or control or to which you have access that describe, discuss, refer, support or relate to the  
19 contentions made in paragraphs 7–17 in the Answer, Affirmative Defenses and Counterclaims in  
20 the Intervention filed of Karen Eyman.

21 **RESPONSE:** All documents in my possession, custody or control or to which I have access  
22 were previously provided.

1  
2 DATED this 18th day of October 2021.

3 ROBERT W. FERGUSON  
4 Attorney General

5 /s/ Susan Edison

6 SUSAN EDISON, WSBA No. 18293  
7 DINA YUNKER FRANK, WSBA No. 16889  
8 *Assistant Attorneys General*  
9 ERIC S. NEWMAN, WSBA No. 31521  
10 *Chief Litigation Counsel, Antitrust Division*  
11 *Attorneys for the State of Washington*  
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*Attorney for Karen Eyman*

DATED this 18th day of October 2021, at Seattle, Washington.

/s/ Glenn Ashmun  
GLENN ASHMUN  
Paralegal

In re: Eyman, 18-14536-MLB

# EXHIBIT 2

to Declaration of Susan Edison  
in Support of State's Reply to Responses to Motion to Convert

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

In re:

CASE NO. 18-14536-MLB

TIMOTHY DONALD EYMAN,

Debtor.

STATE OF WASHINGTON,

Plaintiff,

vs.

TIMOTHY DONALD EYMAN,  
GOODSTEIN LAW GROUP PLLC,  
AND KAREN EYMAN,

Defendants.

ADVERSARY NO. 21-01041-MLB

PLAINTIFF STATE OF  
WASHINGTON'S FIRST  
INTERROGATORIES AND REQUESTS  
FOR PRODUCTION TO DEFENDANT  
TIM EYMAN

**AND ANSWERS**

TO: DEFENDANT TIMOTHY DONALD EYMAN and his attorney of record,  
LARRY B. FEINSTEIN

In accordance with Federal Rules of Civil Procedure 26, 33, and 34, please answer the following requests for production of documents, electronically stored information, and tangible things, separately and fully under oath, within thirty (30) days of the date of service and in accordance with the "DEFINITIONS" and "INSTRUCTIONS" set forth below. Documents are to be produced for inspection and copying at Office of the Attorney General, Bankruptcy & Collections Unit, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104-3188 with instructions specifying whether you wish them to be copied and returned or to be retained.

**DEFINITIONS**

For purposes of these Interrogatories and Requests for Production of Documents, the following terms shall have the meanings indicated:

1. “You” or “your” mean Defendants GOODSTEIN LAW GROUP, PLLC, and TIM EYMAN, including any present or former officers, directors, attorneys, agents, subsidiaries, affiliates, holding companies, employees, contractors and other representatives or any other person acting or purporting to act on their behalf. With regard to Defendant TIM EYMAN, “you” or “your” also refers to any business, political committee, or other entity of which he is or was an officer, agent, member, or spokesperson and in his personal or community capacity.

2. “Document(s)” is used in its customary broad sense to include, but without limitation, the following items, whether printed, recorded, stored, filmed, reproduced in any process, or written or produced by hand, or stored or maintained electronically, that are or have been in the possession, control or custody of the party responding to the request or of which the party responding to these requests has knowledge, whether or not claimed to be privileged against discovery on any grounds, or whether in original, master, electronic or copy; namely: communication; notes; memoranda; summaries, records and/or minutes of telephone conversations, meetings or conferences; voice records; summaries and records of personal conversations or interviews; telegrams and/or facsimiles; letters; calendars; books; manuals; contracts; publications; diaries; charts; analyses; reports; investigations and/or surveys; opinions and reports of consultants; reports and summaries of negotiations; brochures; pamphlets; catalogs; catalog sheets; checks (front and back); check drafts; negotiable instruments; credit advances; debit slips; deposit slips; withdrawal receipts; blueprints; drawings; specifications;

1 drafts or originals, or preliminary notes or marginal comments appearing on any document;  
2 computer-generated reports, whether on hard copy or on disk or similar format; financial  
3 statements; minutes; agendas; stenographic or handwritten notes; photographs; pictures; files;  
4 recorded audio and videotape; any drafts, compilations, abstracts or summaries of the above and  
5 all papers similar to the foregoing, however denominated; any copy which differs in any respect  
6 from the original or other versions of the document, such as copies containing notations,  
7 insertions, corrections, marginal notes or any other variations; every copy where the original is  
8 not in the possession, custody or the control of the party answering these requests; every copy  
9 where such copy is not an identical copy of the original or where such copy contains any  
10 commentary or notation whatsoever that does not appear on the original; other reports and  
11 records; and any other information-containing paper, writing or physical things, including,  
12 without limitation, any computer disk or tape or printout of any information stored thereon. This  
13 specifically includes all documents or data or information that is maintained or exists in  
14 electronic or magnetic form, including, but not limited to, email, web-based email, Facebook  
15 messages, Skyping, tweets, text messages, instant messages, electronic messages, Salesforce or  
16 other customer relations management software or platform, and communications sent or received  
17 on cellular phones or personal communication devices such as the iPhone, iPad, Blackberry,  
18 Android, or Treo.

19 3. "Identify" or "identity" used in reference to an individual person means state that  
20 person's full name, present or last-known business and residential address, and business, cellular,  
21 or home telephone number; present or last-known business position and/or affiliation; and that  
22 person's business affiliation and/or position at the time in question. If the person is your  
23

1 representative, state the person's title, the date on which the person began to represent you, and  
2 the capacity in which the person represents you. If you do not have current information, provide  
3 the information last known to you. If you do not know and have never known the information  
4 described in this paragraph, please state that fact.

5 4. "Identify" or "identity" when used in reference to document means to state the  
6 date the document bears and the date it was prepared; the identity of the author and/or originator;  
7 the identity of each addressee; type of document (e.g., letter, memorandum, telegram, chart, etc.)  
8 or some other means of identifying it; its general subject matter; the present location of the  
9 document; the identity of the present custodian thereof; and whether you will provide a copy  
10 thereof without further request. If any such document was, but is no longer in your possession  
11 or subject to your control, state what disposition was made of it.

12 5. "Identify" or "identification" when used in reference to any other matter in these  
13 requests, including any oral communication or meeting, shall mean to identify (as defined in  
14 paragraphs 3 and 4) all data regarding the description and substance of the matter involved; with  
15 reference to an oral communication or meeting, such description should include the identity of  
16 the speaker(s) and the person(s) addressed, the reference to the oral communication or meeting,  
17 such description should include the identity of the speaker(s) and the person(s) addressed, the  
18 date, place and medium of the communications, and a description in complete and full detail of  
19 the content of the communication.

20 6. "Communicate" or "communication(s)" refers to any dissemination of  
21 information or transmission of a statement from one person to another, or in the presence of  
22 another, whether by writing, orally, e-mail, or by action or conduct, or any verbal or written  
23



1 transmittal or exchange of information or messages.

2 7. "Person" refers to any individual, corporation, partnership, association, public  
3 agency, or any other entity of any kind as defined by RCW 42.17A.005(39).

4 8. "Relating to," "referring," "concerning," and "regarding" mean relating in any  
5 way, directly or indirectly, to a document, event, act, person, occurrence or matter, or to a class  
6 of documents, events, acts, persons, occurrences or matters described in the request and includes,  
7 without limitation, analyzing, constituting, evidencing, comprising, summarizing, discussing,  
8 describing, concerning, reflecting, showing, referring to, containing, affecting, pertaining to, in  
9 connection with, or supporting the event(s), act(s), person(s), occurrence(s), or matters(s)  
10 described in the request, or currently or previously attached or appended to, or used in the  
11 preparation of, any documents described in the request.

12 9. "And" and "or" are used interchangeably and should be interpreted so as to result  
13 in the broadest possible interpretation.

14 10. "Funds" refers to cash, money, bank checks, money orders, cashier's checks, wire  
15 transfers, stock exchanges, or any other form of currency.

16 11. "Initiative campaign" means activity supporting or opposing any initiative to the  
17 people, initiative to the legislature, or any "ballot proposition" as defined in Washington state  
18 law RCW 42.17A.005(4) as follows, a copy of the statute which is attached: any "measure" as  
19 defined by RCW 29A.04.091, or any initiative, recall, or referendum proposition proposed to be  
20 submitted to the voters of the state or any municipal corporation, political subdivision, or other  
21 voting constituency from and after the time when the proposition has been initially filed with the  
22 appropriate election officer of that constituency before its circulation for signatures. "Initiative  
23

1 campaign” further includes activity conducted by or in support of the political committees  
2 identified in the definition of “political committee” provided below, and any other political  
3 committee of which Timothy Eyman is or was an officer.

4 12. “Officer” has the meaning provided by WAC 390-05-245.

5 13. “Political committees” includes the following Washington-registered political  
6 committees, and any other political committee of which Timothy Eyman is or was an officer:

- 7 • Permanent Offense
- 8 • Voters Want More Choices
- 9 • Permanent Offense/Voters Deserve a Choice Initiative
- 10 • Just Treat Us The Same
- 11 • SaveOur30Tabs.Com
- 12 • ReduceCongestion.Org
- 13 • Voters Want More Choices Lower Property Taxes
- 14 • Voters Want More Choices – Save the 2/3rds Vote For Tax Increases
- 15 • Voters Want More Choices – Save the 2/3rds
- 16 • Voters Want More Choices – Save the 2/3rds – Mike Fagan
- 17 • Voters Want More Choices – 2/3 Constitutional Amendment
- 18 • 2/3-for-Taxes Constitutional Amendment Initiative – VWMC
- 19 • We Love Our Cars – VWMC – 2017
- 20 • Voters Want More Choices – No New Taxes 2015
- 21 • Voters Want More Choices – No New Taxes 2013
- 22 • Bring Back Our \$30 Car Tabs-VWMC-2016
- 23 • Tougher To Raise Taxes VWMC
- Protect the Initiative Act (Jack Fagan)
- Protect Your Right to Vote On Initiatives
- Help Us Help Taxpayers
- Voters Want More Choices – 2018
- Voters Want More Choices 2019
- Voters Want More Choices – \$30 Tabs Initiative
- Voters Want More Choices – 30tabs.Com – Givethemnothing.Com
- Permanent Offense – \$30 Tabs Initiative – Voters Want More Choices (VWMC)
- Permanent Offense – \$30 Tabs Initiative – Term Limits – Give Them Nothing

14. “Solicitation” means any request or appeal, either oral or written, or any endeavor  
to obtain, seek or plead for gifts, donations, contributions, funds, property, financial assistance

1 or other thing of value, including the promise or grant of any money or property of any kind or  
2 value. "Solicitation" further includes a request for funds in exchange for personal or professional  
3 services.

4 15. "Support" means to furnish funds or means for maintenance; to maintain; to  
5 enable to continue; to carry on; to vindicate, to defend, to uphold with aid or countenance.

### 6 **INSTRUCTIONS**

7 1. Relevant Time Period. Unless otherwise specified, the documents called for by  
8 these document requests are documents in your possession, custody or control that were  
9 applicable, effective, prepared, written, generated, sent, dated, or received at any time since  
10 January 1, 1993. If a time period is expressly specified in a request, you should produce  
11 documents in your possession, custody or control that were applicable, effective, prepared,  
12 written, generated, sent, dated, or received during the specified time period.

13 2. In accordance with Federal Rule of Civil Procedure 26(e), these interrogatories  
14 and requests are continuing in nature and in the event you discover further information or  
15 documents that are responsive to these interrogatories and requests for production of documents,  
16 you are to supplement the answers by additional answers or the production of additional  
17 documents.

18 3. All documents that respond, in whole or in part, to any part or clause of any  
19 paragraph of these document requests shall be produced in their entirety, including all  
20 attachments and enclosures. Only one copy need be produced of documents that are responsive  
21 to more than one paragraph or are identical except for the person to whom it is addressed if you  
22 indicate the persons or group of persons to whom such documents were distributed. Documents  
23

1 that in their original condition were stapled, clipped, or otherwise fastened together shall be  
2 produced in such form. Please place the documents called for by each request or interrogatory  
3 in a separate file folder or other enclosure marked with the specific responding defendant's name  
4 and the request or interrogatory to which such documents respond, and if any document is  
5 responsive to more than one request, indicate each request to which it responds.

6 4. In producing documents consisting of electronically stored data in  
7 machine-readable form in response to any document request, provide such data in native format.  
8 Data files should be in sequential format, also known as ASCII files or flat files, with the data  
9 fields in fixed-column positions. For each data file provided, the following information should  
10 be included: a record layout, a short narrative description of the contents of the file, translation  
11 of any coded fields, the number of records in the file, and a printout of the first 100 records in  
12 report format. A record layout must contain the following pieces of information: name of the  
13 field, starting and ending position in the record, length of the field, and characteristics of the  
14 field (e.g., packed decimal, zoned decimal, alphanumeric).

15 5. For any document responsive to these document requests which is known to have  
16 been destroyed or lost, or is otherwise unavailable, identify each such document by author,  
17 addressee, date, number of pages, and subject matter; and explain in detail the events leading to  
18 the destruction or loss, or the reason for the unavailability of such document, including the  
19 location of such document when last in your possession, custody, or control, and the date and  
20 manner of its disposition.

21 6. Please take notice that the STATE WILL RELY UPON THE ACCURACY AND  
22 COMPLETENESS OF THE ANSWERS GIVEN in response to these requests for production  
23

1 and will presume that they have been supplemented as required by the Rules of Civil Procedure.  
2 THE STATE WILL OBJECT TO CLAIMS AND WITNESSES NOT SUPPORTED BY YOUR  
3 ANSWERS.

4 7. With respect to any document as to which you assert a claim of privilege or  
5 immunity, please:

6 a. Specifically identify the document, including its title; its author; its date; its  
7 addressee/recipient; number of pages; and a summary of the substance of the communication  
8 contained therein.

9 b. Specifically identify the nature and basis of the claimed privilege and the  
10 paragraph of this demand for documents to which the document is responsive; identify the facts  
11 giving rise to the claim of privilege or immunity; and identify each person to whom the document  
12 or its contents, or any part thereof, has been disclosed.

13 8. No agreement, understanding, or stipulation by the State of Washington or any  
14 of its representatives purporting to modify, limit, or otherwise vary these document requests shall  
15 be valid or binding on the State unless confirmed or acknowledged in writing (or made of record  
16 in open court) by a duly authorized representative thereof.

17 **INTERROGATORIES**

18 **INTERROGATORY NO. 1:** Please provide a list of all financial accounts, notes, contracts,  
19 negotiable instruments, receivables, accounts receivable, or any real property in which you have  
20 or had an interest as a sole owner or you have shared with Karen Eyman during 1993 until  
21 present.

22 **ANSWER:**  
23

1 I understand from Karen Eyman that this list was provided to the State in her answers to  
2 her similar interrogatories. I do not have any other accounts, notes, contracts, or receivables  
3 other than those provided by Karen Eyman, or as otherwise listed and disclosed on my  
4 bankruptcy schedules.

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6  
7 **INTERROGATORY NO. 2:** Please describe all assets including account numbers and amounts  
8 paid by Karen and/or Timothy Eyman to purchase the home at 7721 Corliss Ave. N., Seattle,  
9 WA including any payments made on the home after the purchase.

10 **ANSWER:**

11 I understand from Karen Eyman that this list was provided to the State in her answers to  
12 her similar interrogatories. I do not have any information or lists of assets of any accounts other  
13 than what was provided in her answers.

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16 **INTERROGATORY NO. 3:** Please identify each instance in which Karen and/or  
17 Timothy Eyman borrowed funds using the home at 7721 Corliss Ave. N., Seattle, WA as  
18 security, whether through a home equity loan, home equity line of credit, other second mortgage,  
19 cash-out refinance or other type of loan; for each instance, identify the name of the lending  
20 institution, name of the borrower(s), loan type, date of loan, amount borrowed, loan terms, source  
21 of funds used for repayment, date of last payment, current loan balance, and a description of the  
22  
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1 use of the funds borrowed, including any initiative campaign or political committee that received  
2 any of the funds.

3 **ANSWER:**

4 I understand from Karen Eyman that this list of borrowed funds was provided to the State  
5 in her answers to her similar interrogatories. I do not have any information or lists of funds  
6 borrowed of any accounts other than what was provided in her answers.

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10 **INTERROGATORY NO. 4:** Please describe all assets including account numbers and amounts  
11 paid by Karen and/or Timothy Eyman to purchase the home at 11913 59th Ave. W., Mukilteo,  
12 WA including any payments made on the home after the purchase.

13 **ANSWER:**

14 I understand from Karen Eyman that this list of accounts was provided to the State in her  
15 answers to her similar interrogatories. I do not have any information or lists of assets of any  
16 accounts other than what was provided in her answers.

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19  
20 **INTERROGATORY NO. 5:** Please identify each instance in which Karen and/or  
21 Timothy Eyman borrowed funds using the home at 11913 59th Ave. W., Mukilteo, WA as  
22 security, whether through a home equity loan, home equity line of credit, other second mortgage,

1 cash-out refinance or other type of loan; for each instance, identify the name of the lending  
2 institution, name of the borrower(s), loan type, date of loan, amount borrowed, loan terms, source  
3 of funds used for repayment, date of last payment, current loan balance, and a description of the  
4 use of the funds borrowed, including any initiative campaign or political committee that received  
5 any of the funds.

6 **ANSWER:**

7 I understand from Karen Eyman that this list of borrowed funds was provided to the State  
8 in her answers to her similar interrogatories. I have borrowed funds on a home Equity Line of  
9 Credit from US Bank from time to time, as set out on the attached Excel spreadsheet. I do not  
10 have any information as to each loan at this time as these equity loans are from 6 to 12 years old.

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14 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

15 **REQUEST FOR PRODUCTION NO. 1:** Please provide all documents that relate to the  
16 information you have listed in Interrogatory No. 1.

17 **RESPONSE:**

18 I understand from Karen Eyman that these documents, to the extent they exist or that  
19 either she or I have, was provided to the State in her answers to her similar requests for  
20 production. I do not have any documents other than what was provided in her answers.



1 **REQUEST FOR PRODUCTION NO. 2:** Please provide all documents in your possession,  
2 custody or control that relate to Interrogatory No. 2 or to which you have access that describe,  
3 discuss, refer or relate to the purchase by Karen and/or Timothy Eyman of the home at 7721 Corliss  
4 Ave. N., Seattle, WA including but not limited to any records, emails, correspondence or  
5 agreements and all financial documents reflecting payments, loans, or transfers of anything of value  
6 made concerning the purchase.

7 **RESPONSE:**

8 I understand from Karen Eyman that these documents, to the extent they exist or  
9 that either she or I have, was provided to the State in her answers to her similar requests for  
10 production. I do not have any documents other than what was provided in her answers.  
11  
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13 **REQUEST FOR PRODUCTION NO. 3:** Please provide all documents in your possession,  
14 custody or control or to which you have access that describe, discuss, refer or relate to the payments  
15 made by Karen and/or Timothy Eyman on the home at 7721 Corliss Ave. N., Seattle, WA including  
16 but not limited to any records, emails, correspondence or agreements and all financial documents  
17 reflecting these payments.

18 **RESPONSE:**

19 I understand from Karen Eyman that these documents, to the extent they exist or that  
20 either she or I have, was provided to the State in her answers to her similar requests for  
21 production. I do not have any documents other than what was provided in her answers.  
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1  
2 **REQUEST FOR PRODUCTION NO. 4:** Please provide all documents in your possession,  
3 custody or control or to which you have access that describe, discuss, refer or relate to loans secured  
4 by the home at 7721 Corliss Ave. N., Seattle, WA as identified in your response to  
5 Interrogatory No. 3, including but not limited to any records, emails, correspondence or agreements  
6 and all financial documents reflecting these loans.

7 **RESPONSE:**

8 I understand from Karen Eyman that these documents, to the extent they exist or that  
9 either she or I have, was provided to the State in her answers to her similar requests for  
10 production. I do not have any documents other than what was provided in her answers.  
11  
12

13 **REQUEST FOR PRODUCTION NO. 5:** Please provide all documents in your possession,  
14 custody or control or to which you have access that describe, discuss, refer or relate to the purchase  
15 of the home at 11913 59th Ave. W., Mukilteo, WA 98275 by Karen and/or Timothy Eyman referred  
16 to in Interrogatory No. 4 including but not limited to any records, emails, correspondence or  
17 agreements and all financial documents reflecting payments, loans, or transfers of anything of value  
18 made concerning the purchase.

19 **RESPONSE:**

20 I understand from Karen Eyman that these documents, to the extent they exist or that  
21 either she or I have, was provided to the State in her answers to her similar requests for  
22 production. I do not have any documents other than what was provided in her answers other  
23

1 than the attached Excel spreadsheet itemizing home equity loan draws made from 2008 to 2015.  
2 I don't have the bank statements from said equity loans any longer.  
3  
4

5 **REQUEST FOR PRODUCTION NO. 6:** Please provide all documents in your possession,  
6 custody or control or to which you have access that describe, discuss, refer or relate to the payments  
7 made by Karen and/or Timothy Eyman on the home at 11913 59th Ave. W., Mukilteo, WA 98275  
8 referred to in Interrogatory No. 4 including but not limited to any records, emails, correspondence  
9 or agreements and all financial documents reflecting these payments.

10 **RESPONSE:**

11 I understand from Karen Eyman that these documents, to the extent they exist or that  
12 either she or I have, was provided to the State in her answers to her similar requests for  
13 production. I do not have any documents other than what was provided in her answers.  
14  
15

16 **REQUEST FOR PRODUCTION NO. 7:** Please provide all documents in your possession,  
17 custody or control or to which you have access that describe, discuss, refer or relate to the loans  
18 secured by the home at 11913 59th Ave. W., Mukilteo, WA 98275 as identified in your response to  
19 Interrogatory No. 5, including but not limited to any records, emails, correspondence or agreements  
20 and all financial documents reflecting these loans.

21 **RESPONSE:**  
22  
23

1 I understand from Karen Eyman that these documents, to the extent they exist or that  
2 either she or I have, was provided to the State in her answers to her similar requests for  
3 production. I do not have any documents other than what was provided in her answers.  
4  
5

6 **REQUEST FOR PRODUCTION NO. 8:** Please provide all documents in your possession,  
7 custody or control or to which you have access that describe, discuss, refer, support or relate to the  
8 contentions made in paragraphs 7–17 in the Answer, Affirmative Defenses and Counterclaims in  
9 the Intervention filed of Karen Eyman.

10 **RESPONSE:**

11 I understand from Karen Eyman that these documents, to the extent they exist or that  
12 either she or I have, was provided to the State in her answers to her similar requests for  
13 production. I do not have any documents other than what was provided in her answers.  
14  
15

16 DATED this 18th day of October 2021.

17 ROBERT W. FERGUSON  
18 Attorney General

19 /s/ Susan Edison

20 SUSAN EDISON, WSBA No. 18293  
21 DINA YUNKER FRANK, WSBA No. 16889  
22 Assistant Attorneys General  
23 ERIC S. NEWMAN, WSBA No. 31521  
Chief Litigation Counsel, Antitrust Division  
Attorneys for the State of Washington

**DECLARATION OF SERVICE**

I hereby declare that on this day I caused the foregoing document to be sent via electronic mail to the following:

Larry B. Feinstein  
2033 6th Avenue, Ste 251  
Seattle, WA 98121  
1947feinstein@gmail.com  
kpscordato@gmail.com  
feinsteinlr71744@notify.bestcase.com  
*Attorney for Tim Eyman*

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

DATED this 18th day of October 2021, at Seattle, Washington.

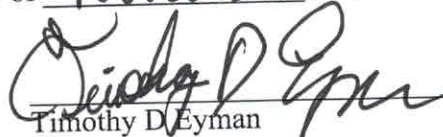
/s/ Glenn Ashmun  
GLENN ASHMUN  
Paralegal

**VERIFICATION**

The undersigned, Defendant Timothy Eyman, hereby certify that I have read the foregoing Interrogatories and Requests for Production of Documents and the answers and responses thereto, and the answers and responses are true and correct to the best of our knowledge and belief.

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

Executed on 15th, day of November 2021.

  
Timothy D. Eyman

Loans from Tim Eyman's Equity Line at US Bank to political action committees

LENDING			FUNDS BORROWED BY TIM EYMAN FROM US BANK WERE LOANED TO THESE NAMED POLITICAL COMMITTEES	LOAN TYPE
YEAR	BORROWER	INSTITUTION		
2008	TIM EYMAN	US BANK	REDUCECONGESTION.ORG	PERSONAL
2008	TIM EYMAN	US BANK	REDUCECONGESTION.ORG	PERSONAL
2008	TIM EYMAN	US BANK	REDUCECONGESTION.ORG	PERSONAL
2008	TIM EYMAN	US BANK	REDUCECONGESTION.ORG	PERSONAL
2009	TIM EYMAN	US BANK	VWMC - LOWER PROPERTY TAXES	PERSONAL
2009	TIM EYMAN	US BANK	VWMC - LOWER PROPERTY TAXES	PERSONAL
2009	TIM EYMAN	US BANK	VWMC - LOWER PROPERTY TAXES	PERSONAL
2009	TIM EYMAN	US BANK	VWMC - LOWER PROPERTY TAXES	PERSONAL
2009	TIM EYMAN	US BANK	VWMC - LOWER PROPERTY TAXES	PERSONAL
2010	TIM EYMAN	US BANK	VOTERS WANT MORE CHOICES - SAVE THE 2/3RDS VOTE FOR TAX INCREASES	PERSONAL
2010	TIM EYMAN	US BANK	VOTERS WANT MORE CHOICES - SAVE THE 2/3RDS VOTE FOR TAX INCREASES	PERSONAL
2010	TIM EYMAN	US BANK	VOTERS WANT MORE CHOICES - SAVE THE 2/3RDS VOTE FOR TAX INCREASES	PERSONAL
2010	TIM EYMAN	US BANK	VOTERS WANT MORE CHOICES - SAVE THE 2/3RDS VOTE FOR TAX INCREASES	PERSONAL
2010	TIM EYMAN	US BANK	VOTERS WANT MORE CHOICES - SAVE THE 2/3RDS VOTE FOR TAX INCREASES	PERSONAL
2015	TIM EYMAN	US BANK	2/3-FOR-TAXES CONSTITUTIONAL AMENDMENT INITIATIVE - VWMC	PERSONAL
2015	TIM EYMAN	US BANK	2/3-FOR-TAXES CONSTITUTIONAL AMENDMENT INITIATIVE - VWMC	PERSONAL

\* ON FEBRUARY 22, 2010, DONOR MICHAEL DUNMIRE PAID DIRECTLY TO US BANK THE BALANCE OF THE LOAN FROM TIM EYMAN TO THE POLITICAL COMMITTEE (VWMC - LOWER PROPERT

DATE OF EACH LOAN	AMOUNT BORROWED	LOAN TERMS	SOURCE OF FUNDS FOR REPAYMENT	DATE OF LAST PAYMENT	CURRENT LOAN BALANCE
6/6/2008	\$50,000	US BANK INTEREST RATE	DONATIONS TO PAC	2/6/2009	
6/13/2008	\$50,000	US BANK INTEREST RATE	DONATIONS TO PAC	2/6/2009	
6/27/2008	\$30,000	US BANK INTEREST RATE	DONATIONS TO PAC	2/6/2009	
8/22/2008	\$30,000	US BANK INTEREST RATE	DONATIONS TO PAC	2/6/2009	\$0
1/6/2009	\$50,000	US BANK INTEREST RATE	* DONOR MICHAEL DUNMIRE	2/22/2010	
2/20/2009	\$40,000	US BANK INTEREST RATE	* DONOR MICHAEL DUNMIRE	2/22/2010	
3/9/2009	\$105,000	US BANK INTEREST RATE	* DONOR MICHAEL DUNMIRE	2/22/2010	
4/3/2009	\$40,000	US BANK INTEREST RATE	* DONOR MICHAEL DUNMIRE	2/22/2010	
4/30/2009	\$15,000	US BANK INTEREST RATE	* DONOR MICHAEL DUNMIRE	2/22/2010	\$0
4/24/2010	\$30,000	US BANK INTEREST RATE	DONATIONS TO PAC	4/1/2012	
4/29/2010	\$20,000	US BANK INTEREST RATE	DONATIONS TO PAC	4/1/2012	
5/24/2010	\$40,000	US BANK INTEREST RATE	DONATIONS TO PAC	4/1/2012	
6/1/2010	\$90,000	US BANK INTEREST RATE	DONATIONS TO PAC	4/1/2012	
6/24/2010	\$70,000	US BANK INTEREST RATE	DONATIONS TO PAC	4/1/2012	\$0
2/2/2015	\$150,000	US BANK INTEREST RATE	DONATIONS TO PAC	9/29/2015	
3/31/2015	\$100,000	US BANK INTEREST RATE	DONATIONS TO PAC	9/29/2015	\$0

Y TAXES). THAT LOAN REPAYMENT WAS RECORDED AS AN IN-KIND CONTRIBUTION ON THE COMMITTEE'S SCHEDULE B FORM.

**DESCRIPTION FOR THE USE OF THE FUNDS BORROWED ("SCHEDULE A" REPORTS SHOW DETAILS)**

Campaign expenses (especially paid petitioning) for I-985 campaign (it qualified for the ballot)  
Campaign expenses (especially paid petitioning) for I-985 campaign (it qualified for the ballot)  
Campaign expenses (especially paid petitioning) for I-985 campaign (it qualified for the ballot)  
Campaign expenses (especially paid petitioning) for I-985 campaign (it qualified for the ballot)  
Campaign expenses (especially paid petitioning) for I-1033 campaign (it qualified for the ballot)  
Campaign expenses (especially paid petitioning) for I-1033 campaign (it qualified for the ballot)  
Campaign expenses (especially paid petitioning) for I-1033 campaign (it qualified for the ballot)  
Campaign expenses (especially paid petitioning) for I-1033 campaign (it qualified for the ballot)  
Campaign expenses (especially paid petitioning) for I-1033 campaign (it qualified for the ballot)  
Campaign expenses (especially paid petitioning) for I-1185 campaign (it qualified for the ballot)  
Campaign expenses (especially paid petitioning) for I-1185 campaign (it qualified for the ballot)  
Campaign expenses (especially paid petitioning) for I-1185 campaign (it qualified for the ballot)  
Campaign expenses (especially paid petitioning) for I-1185 campaign (it qualified for the ballot)  
Campaign expenses (especially paid petitioning) for I-1185 campaign (it qualified for the ballot)  
Campaign expenses (especially paid petitioning) for I-1366 campaign (it qualified for the ballot)  
Campaign expenses (especially paid petitioning) for I-1366 campaign (it qualified for the ballot)