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Honorable Benjamin H. Settle

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA**

**JEAN PIERRE REY, an individual, and ILZE  
SILARASA, an individual,**

**Plaintiff,**

**v.**

**MICHEL REY and RENEE REY, husband and  
wife; US INVESTMENT GROUP  
CORPORATION, a Washington corporation; US  
GROWING INVESTMENTS INC., a  
Washington corporation; VISITRADE INC., a  
Washington corporation; BUILDERS SURPLUS  
NORTHWEST INC., a Washington corporation;  
and NEVAWA, INC., a Nevada corporation,**

**Defendants.**

**NO.: 3:14-cv-05093 BHS**

**ORDER GRANTING  
PLAINTIFFS' MOTION  
REGARDING SALE OF REAL  
PROPERTIES, ETC.**

*Clerk's Action Required*

THIS MATTER having come on for determination upon the Motion Regarding Sale of Real Properties submitted by Plaintiffs Jean Pierre Rey and Ilze Rey and Defendant Visitrade, Inc., and the Court having reviewed the records and files herein and finding good cause therefore, NOW, THEREFORE:

**ORDER**

IT IS HEREBY ORDERED that the distribution of funds from the sale of real properties referred to in the Court's April 2, 2018 Order shall be as follows:

ORDER GRANTING PLAINTIFFS' MOTION REGARDING SALE OF REAL PROPERTIES, ETC.

*Rey, et un. v. Rey, et al. - 1*

**MDK LAW**  
777 108th Avenue Northeast, Suite 2000  
Bellevue, Washington 98004  
(425) 455-9610

1 **The Firehouse Property**

2 1. *The Firehouse Property.* The “Firehouse” is the commercial property located at  
3 495 Morrill Ave, Reno, Nevada 89512, Tax Parcel No. 008-342-07 (the “Firehouse”), the legal  
4 description of which is:

5 **PARCEL NO. 1:**

6 Lot 105 of DOWNTOWN SERVICE CENTER, according to the map  
7 thereof, filed in the Office of the County Recorder of Washoe County,  
8 Nevada, on April 19, 1973, as File No. 283250, of Official Records, as  
9 Tract Map No. 1379.

10 **PARCEL NO. 2:**

11 BEGINNING at the Northwest corner of Lot 105 of the DOWNTOWN  
12 SERVICE CENTER SUBDIVISION filed with the Washoe County  
13 Recorder on April 19, 1973;  
14 THENCE Southerly 81.82 feet to the Southwest corner of said Lot 105;  
15 THENCE Westerly 10 feet to the centerline of the alley;  
16 THENCE Northerly along the centerline of said alley to the point of  
17 intersection with the South right-of-way line of East Fifth Street;  
18 THENCE Easterly to the Northwest corner of said Lot 105, to the point of  
19 beginning.

20 APN: 008-342-07

21 2. *Closing of Firehouse Sale.* Ortoli Rosenstadt, LLP (“the Ortoli firm”) –  
22 represented by Maupin, Cox & LeGoy (“MCL”) and MDK Law (“MDK”) – as well as Visitrade  
23 Inc. (“Visitrade”) – represented by the Gunderson Law Firm (“Gunderson”) and the Hunsinger  
24 Law Firm (“Hunsinger”) – each seek to act on behalf of Visitrade with respect to the sale of the  
25 Firehouse to Javelin Properties, LLC for One Million Eight Hundred Fifty Thousand Dollars  
(\$1,850,000.00). Solely for the purpose of facilitating the sale of the Firehouse, Visitrade and the  
Ortoli Firm shall both be entitled to speak for and act on behalf of Visitrade with respect to only  
the Firehouse sale as follows:

1           i.           Only members of the Ortoli firm, MCL, and MDK shall communicate with  
2 the third parties<sup>1</sup> on behalf of the Ortoli Firm, and only members of Gunderson and Hunsinger  
3 shall communicate with the third parties on behalf of Visitrade.

4           ii.          All written communications (documentary or electronic) from either party  
5 to any third party shall be cc'd to the other party, and any written communication received by one  
6 party shall be promptly forwarded to the other party if the latter was not cc'd.

7           iii.         Each party shall be promptly notified of any non-written communications  
8 to or from third parties by the other party.

9           iv.         All documents that are required to be signed by Visitrade with respect to  
10 the sale of the Firehouse shall be signed by both Gunderson or Hunsinger on behalf of Visitrade  
11 and either Richard Ortoli, Marc Gottlieb, MCL, or MDK on behalf of the Ortoli firm with the  
12 exception of (v) and (vi).

13          v.          With the exception of the Owner's/Borrower's Affidavit and the Indemnity  
14 Agreement pertaining to the Owner's/Borrower's Affidavit, any document that is required to be  
15 signed by Visitrade or produced by Visitrade regarding the status or condition or operations of  
16 the Firehouse, particularly the Real Property Disclosure Form, shall be signed or produced by the  
17 Ortoli firm only, which shall provide a copy of each such document to the Gunderson firm at least  
18 48 hours before sending it to the recipients.

19          vi.         Jean Pierre Rey shall sign the Grant, Bargain and Sale Deed, the  
20 Owner's/Borrower's Affidavit, the Indemnity Agreement pertaining to Owner's/Borrower's  
21 Affidavit, and any other closing documents reasonably required by First American Title Insurance  
22 Company.

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23 <sup>1</sup> Third parties" referenced herein include the parties' real estate agents and other representatives, the escrow agents  
24 and title insurers, and any and all other parties involved in the sales.

1           3.       *Credit For Sale of Property.* Javelin Properties, LLC shall be entitled to a credit  
2 of Twenty Seven Thousand Five Hundred Dollars (\$27,500.00) in the escrow to close the  
3 Firehouse Sale.

4           4.       *Removal of Encumbrance on Firehouse.* The Ortolini Firm shall cause all  
5 reasonably necessary documents to be deposited with escrow and to be recorded upon the close  
6 of escrow for the Firehouse that will remove any encumbrance or cloud upon title as a result of  
7 the recordation of the Notice of Court Order Approving Settlement Involving Sale of Properties  
8 that was recorded with the Washoe County Recorder’s office on March 29, 2019 as document  
9 number 4898295.

10           5.       *Deposit of Funds into Court Registry.* Upon closing of the pending Firehouse sale,  
11 all of the proceeds, minus the amount for standard closing costs, including but not limited to the  
12 credits, prorations and apportionments of costs, expenses, and commissions contained in the  
13 Purchase and Sale Agreement, shall be immediately remitted by First American Title Insurance  
14 Company to the Clerk of the United States District Court of Western Washington at Tacoma (“the  
15 District Court”):

16                                   United States Courthouse  
17                                   1717 Pacific Avenue  
18                                   Tacoma, WA 98402

19           6.       *Disbursement of Funds.* Once deposited in the District Court’s registry, there shall  
20 be no disbursement of the funds without further order from the District Court, EXCEPT that the  
21 following disbursements shall be made by the District Court Clerk without delay, as follows:

22                   i.       One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) to Smyth  
23 & Mason, PLLC, 701 Fifth Avenue, Suite 7100, Seattle, WA 98104.

24                   ii.       Four Hundred Thousand Dollars (\$400,000.00) to Renee Rey, c/o Morgan  
25 Hill PC, 2102 C Carriage Drive SW, Olympia, WA 98502.

                 iii.       Fourteen Thousand Three Hundred Eight Six Dollars and Seventeen Cents  
                 (\$14,386.17), together with statutory interest from September 11, 2014 through the date of

1 payment, to Michel Rey, c/o Vandenberg Johnson & Gandara, LLP, PO Box 1315, 1201 Pacific  
2 Avenue, Suite 1900, Tacoma, WA 98401.

3 Promptly following said payment to Michel Rey, the judgment entered in favor of Michel  
4 Rey against Jean Pierre Rey in this action on or about September 10, 2014 shall be satisfied in full  
5 by the filing of a Full Satisfaction of Judgment.

6 Promptly following receipt of said payment to Michel Ray, Vandenberg Johnson &  
7 Gandara, LLP shall deliver to Jean Pierre Rey those six watches currently in its possession that are  
8 depicted in the June 5, 2019 emails sent from Lucy Clifthorne to Jean Pierre Rey, c/o his attorney,  
9 Michael Hunsinger, The Hunsinger Law Firm, 6100 219th St. SW, Suite 480, Mountlake Terrace,  
10 WA 98043.

11 All remaining funds shall remain in the District Court's registry until a subsequent order  
12 is entered by the District Court.<sup>2</sup>

### 13 **The Residential Property**

14 1. *The Residential Property.* The Residential Property is located at 5920 Lausanne  
15 Drive, Reno, Nevada 89511, Tax Parcel No. 148-081-10 (the "Residential Property"), the legal  
16 description of which is:

17 All that certain real property situate in the County of  
18 Washoe, State of Nevada, described as follows:

19 Lot 221 of MONTREUX – UNIT 2, according to the map  
20 thereof, filed in the office of the County Recorder of Washoe  
21 County, State of Nevada, on April 9, 1997, as File No.  
2087150, and by Certificate of Amendment recorded

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22 <sup>2</sup> The proposed stipulated order the parties submitted including the following language at the end of the  
23 sentence: "on notice to counsel for all parties to the lawsuit in Washington." The Court has removed this  
24 language because it is at best redundant and confusing. Any party may file objection to the Court's  
25 modification of the language by June 21, 2019, and if a party so objects, the stipulation shall be null and  
void. The Court has made the same modification to the text on page 7 of the stipulation, and the same  
opportunity to object applies.

1 January 20, 1998 in Book 5105, Page 447 as Document No.  
2 2171914 Official Records, Tract Map No. 3365.

3 APN: 148-081-10

4 2. *Closing of Residential Property Sale.* The Ortoli Firm – represented by MCL and  
5 MDK – as well as Visitrade – represented by Gunderson and Hunsinger – each seek to act on  
6 behalf of Visitrade with respect to the sale of the Residential Property to M & M Ranch, LLP for  
7 Two Million Twenty Five Thousand Dollars (\$2,025,000.00). Solely for the purpose of  
8 facilitating the sale of the Residential Property, Visitrade and the Ortoli Firm shall both be entitled  
9 to speak for and act on behalf of Visitrade with respect to only the Residential Property sale as  
10 follows:

11 i. Only members of the Ortoli firm, MCL, and MDK shall communicate with  
12 the third parties<sup>3</sup> on behalf of the Ortoli Firm, and only members of Gunderson and Hunsinger  
13 shall communicate with the third parties on behalf of Visitrade.

14 ii. All written communications (documentary or electronic) from either party  
15 to any third party shall be cc'd to the other party, and any written communication received by one  
16 party shall be promptly forwarded to the other party if the latter was not cc'd.

17 iii. Each party shall be promptly notified of any non-written communications  
18 to or from third parties by the other party.

19 iv. All documents that are required to be signed by Visitrade with respect to  
20 the sale of the Residential Property shall be signed by both Gunderson or Hunsinger on behalf of  
21 Visitrade and either Richard Ortoli, Marc Gottlieb, MCL, or MDK on behalf of the Ortoli firm  
22 with the exception of (v) and (vi).

23 v. Any document that is required to be signed by Visitrade or produced by  
24 Visitrade regarding the status or condition or operations of the Residential Property shall be

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25 <sup>3</sup> Third parties” referenced herein include the parties’ real estate agents and other representatives, the escrow agents  
and title insurers, and any and all other parties involved in the sales.

1 signed or produced by the Ortolini firm only, which shall provide a copy of each such document to  
2 the Gunderson firm at least 48 hours before sending it to the recipients.

3 vi. Jean Pierre Rey shall sign the conveyance deed prepared by Ticor Title  
4 Insurance Company and any other closing documents reasonably required by Ticor Title  
5 Insurance Company.

6 3. *Removal of Encumbrance on the Residential Property.* The Ortolini Firm shall cause  
7 all reasonably necessary documents to be deposited with escrow and to be recorded upon the close  
8 of escrow for the Residential Property that will remove any encumbrance or cloud upon title as a  
9 result of the recordation of the Notice of Court Order Approving Settlement Involving Sale of  
10 Properties that was recorded with the Washoe County Recorder's office on March 29, 2019 as  
document number 4898295.

11 4. *Deposit of Funds into Court Registry.* Upon closing of the pending Residential  
12 Property sale, all of the proceeds, minus the amount for standard closing costs, minus the amount  
13 for standard closing costs, including but not limited to the credits, prorations and apportionments  
14 of costs, expenses, and commissions contained in the Purchase and Sale Agreement, shall be  
15 immediately remitted by First American Title Insurance Company to the Clerk of the United  
States District Court of Western Washington at Tacoma ("the District Court"):

16 United States Courthouse  
17 1717 Pacific Avenue  
18 Tacoma, WA 98402

19 5. *Disbursement of Funds.* Once deposited in the District Court's registry, there shall  
20 be no disbursement of the funds without further order from the District Court, EXCEPT that the  
following disbursements shall be made by the District Court Clerk without delay, as follows:

21 i. Two Hundred Thousand Dollars (\$200,000.00) to Renee Rey, c/o Morgan  
22 Hill PC, 2102 C Carriage Drive SW, Olympia, WA 98502.

23 All remaining funds shall remain in the District Court's registry until a subsequent order  
24 is entered by the District Court.

1 **Dispute Resolution**

2 Any disputes arising from this Order by and between The Ortoli Firm and Visitrade,  
3 including but not limited to the payment of attorneys' fees to, and reimbursement of monies  
4 advanced by, the Ortoli firm will be submitted to either George Finkle, Larry Jordan, or Paris  
5 Kallas at Judicial Dispute Resolution (JDR) located in Seattle, for resolution by arbitration. Any  
6 other disputes between any of the parties hereto with respect to this case, shall be resolved by this  
7 Court, pursuant to ¶25 of the Settlement Term Sheet and the Court's April 2, 2018 Stipulated  
8 Order of Dismissal.

9 IT IS SO ORDERED this 13th day of June, 2019.

10 

11 \_\_\_\_\_  
12 BENJAMIN H. SETTLE  
13 United States District Judge

14 Presented By:

15 THE HUNSINGER LAW FIRM

16 \_\_\_\_\_  
17 MICHAEL D. HUNSINGER, WSBA # 7662  
18 The Hunsinger Law Firm  
19 6100 219th Street SW, Suite 480  
20 Mountlake Terrace, WA 98043  
21 Telephone: (425) 582-5730  
22 E-mail: mike@hunsingerlawyers.com  
23 *Attorney for Jean Pierre Rey and Ilze Rey*

24 Approved for Entry By:

25 MDK Law



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MORGAN HILL PC

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