

IN THE COURT OF APPEALS FOR THE STATE OF WASHINGTON

NORDIC SERVICES, INC.,

Respondent,

V.

ENDRE D. GLENN and JANE
DOE

GLENN, a married couple, and
MARGARET A. GLENN and
JOHN

DOE GLENN, a married couple,

Appellant

No. 76501-9-I

DIVISION ONE

UNPUBLISHED OPINION

FILED: April 23, 2018

TRICKEY J. — In a lien foreclosure dispute, Nordic Services, Inc. successfully moved to compel arbitration over Endre Glenn's objection. After prevailing at arbitration, Nordic moved the trial court to confirm the arbitration award and enter judgment. Glenn requested a trial de novo.

The trial court entered a judgment and order confirming the arbitration award, and struck Glenn's request for a trial de ovo. Glenn appeals that order, arguing that the trial court erred by compelling arbitration, denying a continuance of the arbitration schedule, and denying his request for a trial de novo. We affirm.

FACTS

Nordic Services, Inc. sued Endre Glenn for \$5,995.60, the unpaid balance for Nordic's construction services repairing water damage at Glenn's home. Nordic sought to foreclose on a construction lien, obtain a personal judgment against

Glenn, and compel arbitration of its claims pursuant to their agreement for services. Glenn answered and counterclaimed for breach of contract and negligence.

In his response to Nordic's motion to compel arbitration, Glenn objected to Nordic's proposed arbitrators.

The trial court heard and granted Nordic's motion to compel arbitration on March 4, 2016. Glenn then filed several motions, including a motion to amend the order compelling arbitration¹, motion to dismiss complaint and vacate order compelling arbitration, and an objection to the order compelling arbitration. The trial court denied or struck Glenn's motions and objection.

Disputes continued throughout the arbitration proceedings. On October 19, 2016, Glenn filed a motion for emergency relief requesting that the trial court extend the arbitration schedule to permit him to complete discovery, and remove the arbitrator for bias. The trial court denied the motion.

Glenn did not appear at the October 28, 2016 arbitration hearing. The arbitrator awarded Nordic \$49,109.75. On December 12, 2016, Glenn requested a trial de novo of the arbitration award under Mandatory Arbitration Rule (MAR) 7.1. Nordic objected to the request, arguing that a trial de novo was not available for a private arbitration such as theirs. Nordic asked the trial court to confirm the arbitration award, enter judgment, and strike Glenn's request for a trial de novo.

The trial court entered a judgment and confirmed the arbitration award. It also struck Glenn's request for a trial de novo. The court denied Glenn's additional

¹ This This motion was apparently considered as a motion for reconsideration by the court, and denied as such

requests for relief in an order denying reconsideration of court ordered sanctions; an order denying motion to vacate arbitration award, sanctions, and judgment; and an order denying reconsideration of the motion to vacate.

Glenn filed a notice of appeal of only one trial court order: the judgment and order confirming arbitration award.

ANALYSIS

Glenn makes three assignments of error on appeal. First, he argues that the trial court erred in compelling arbitration before the selected arbitrator. Second, he maintains that the trial court erred by denying his request for a continuance of the arbitration hearing. Third, he claims that the trial court erred by denying him a trial de novo. These arguments arise out of the order compelling arbitration, the denial of the motion for emergency relief to extend the arbitration schedule, and the judgment and order confirming arbitration award, respectively. Nordic argues that we should not review Glenn's first two arguments because they relate to orders not designated in the notice of appeal.

In general, "[t]he appellate court will, at the instance of the appellant, review the decision or parts of the decision designated in the notice of appeal." RAP 2.4(a). However, "[t]he appellate court will review a trial court order or ruling not designated in the notice, including an appealable order, if (1) the order or ruling prejudicially affects the decision designated in the notice, and (2) the order is entered, or the ruling is made, before the appellate court accepts review." RAP

2.4(b). To determine whether an order has prejudicial effect on the appealed order, we inquire whether the order designated in the notice of appeal would have occurred absent the other order. Adkins v. Aluminum Co. of Am., 110 Wn.2d 128, 134, 750 P.2d 1257, 756 P.2d 142 (1988); Right-Price Recreation, LLC v. Connells Prairie CmW. Council 146 Wn.2d 370, 380, 46 P.3d 789 (2002).

Glenn maintains that we review each of his assignments of error. He argues that the orders not designated in his notice of appeal did prejudicially affect the appealed judgment and order confirming the arbitration award. We agree with Glenn that the order compelling arbitration prejudicially affects the judgment and order confirming the arbitration award. If arbitration had not been compelled, there would be no arbitration award to confirm. We therefore review Glenn's first argument related to the order compelling arbitration.

Glenn argues that his emergency motion to extend the arbitration schedule did prejudicially affect the judgment and order confirming the arbitration award. Glenn based his motion on his inability to complete discovery, but he ultimately did not appear at the arbitration hearing. He does not argue, and the record does not support, that the arbitration award would not have occurred but for his receipt of additional discovery. We decline to review Glenn's second argument related to the denial of the emergency motion to extend the arbitration schedule, because he does not demonstrate that the denial of the motion to extend the arbitration schedule prejudicially affected the order confirming the arbitration award.

We turn now to Glenn's contention that the trial court erred in compelling arbitration before the selected arbitrator. Nordic argues that Glenn waived this argument because he did not timely object to the selection of arbitrators at the trial court. But the record supports that Glenn did timely object to the proposed arbitrators. In Glenn's October 22, 2015 response to Nordic's motion to compel arbitration, he argued that "[h]e did not have the option to select the arbitration agency, JAMS, WAMS, JDR or review a list of potential arbitrators. He disagrees with opposing counsel['s] selection of arbitrators²." Glenn filed this response before the hearing to compel arbitration, and reiterated his objection to the selection of a JDR arbitrator In his motion to amend the order compelling arbitration. Glenn did not waive this assignment of error.

Glenn's argument, however, fails on the merits. The arbitration provision of the agreement between Glenn and Nordic states, in pertinent part:

If any dispute or disagreement arises out of, or with respect to work performed under this Agreement, the same shall be arbitrated in accordance with the following terms and procedures:

(a) Arbitration shall be by a single arbitrator to be selected upon agreement of the parties under the auspices of Judicial Arbitration and Mediations Service (JAMS), Judicial Dispute Resolution (JDR) or Washington Arbitration and Mediation Service (WAMS). If the parties cannot agree upon an arbitrator, either party may apply to King County Superior Court for the appointment of a qualified arbitrator from the above services or, if those services no longer exist, from the [American Arbitration Association] roster³.

² Clerk's Papers (CP) at 67 (Judicial Arbitration and Mediations Service (JAMS); Washington Arbitration and Mediation Service (WAMS); and Judicial Dispute Resolution (JDR)).

³ CP 51

After filing its motion to compel arbitration, Nordic attempted to reach an agreement with Glenn on the selection of arbitrators by sending a letter to Glenn noting his objection to the three proposed arbitrators and requesting an alternative. Apparently unable to agree, Nordic continued with its request that the court appoint an arbitrator. This process complies with the terms of the arbitration provision⁴. The trial court did not err in entering the order to compel arbitration before the selected arbitrator.

Next, Glenn argues that the trial court erred in denying his request for a trial de novo. He contends that he was entitled to a trial de novo under the mandatory arbitration rules. Nordic argues that Glenn waived his right to challenge the Judgment and order confirming arbitration award by not presenting his arguments to the trial court. On the merits, Nordic argues that theirs was a private arbitration, so a trial de novo does not apply.

We disagree that Glenn waived his argument. Glenn requested a trial de novo pursuant to MAR 7.1 and LMAR 7.1. The trial court denied a trial de novo in its order confirming the arbitration award. Glenn appeals that order, arguing that the trial court erred in striking his request for a trial de novo. He preserved the error.

⁴ Glenn also argues that this arbitrator selection provision is substantively unconscionable. "Substantive unconscionability involves those cases where a clause or term in the contract is alleged to be one-sided or overly harsh." *Zuver v. Airtouch Commens, Inc.*, 153 Wn.2d 293, 303, 103 P.3d 753 (2004) (quoting *Schroeder v. Faneol Motors. Inc.*, 86 Wn.2d 256, 260, 544 P.2d 20 (1975)). We disagree that this provision is substantively unconscionable. It allows for either party to request that the superior court appoint a particular arbitrator if agreement between the parties fail. Thus, it is neither one-sided nor overly harsh.

Nevertheless, Glenn's argument fails on the merits. The arbitration agreement with Nordic calls for appeals of an arbitration award under chapter 7.04A RCW, which applies to voluntary arbitration⁵ This chapter does not apply to mandatory arbitrations. RCW 7.04A.030(3) (citing chapter 7.06 RCW). The mandatory arbitration rules under which Glenn requests a trial de novo apply only to chapter 7.06 RCW. MAR 1.1. Thus, the rules by which Glenn made his trial de novo request do not apply to the parties' arbitration. Glenn argues that the parties stipulated to mandatory arbitration rules by agreement. Parties may stipulate to enter into arbitration under mandatory arbitration rules in civil matters that are not otherwise subject to mandatory arbitration. MAR 8.1. Any ambiguity with respect to whether the parties invoked mandatory arbitration is resolved in favor of voluntary binding arbitration. *Dahl v. Parquet & Colonial Hardwood Floor Co.*, 108 Wn. App. 403, 412, 30 P.3d 537 (2001). Glenn and Nordic did not invoke mandatory arbitration and the accompanying rules in their agreement for services. They agreed to conduct their arbitration under the mandatory arbitration rules "to the maximum extent possible⁶." This is not sufficient to stipulate to arbitration under mandatory arbitration rules. The trial court did not err by striking the request for a trial de novo under MAR 7.1,

⁵ The arbitration agreement actually refers to former chapter 7.04 ROW, which was repealed in 2005 and effective January 1, 2006. See former ROW 7.04.010 through .220 (2005), repealed by LAWS OF 2005, ch. 433, §§ 1-32. The trial court interpreted this contract provision to refer to chapter 7.04A RCW, a finding that is not challenged on appeal.

⁶ CP at 51

Attorney Fees

Nordic requests an award of attorney fees on appeal. Under RCW 60.04.181(3), the prevailing party in a lien foreclosure action may be awarded reasonable attorney fees and costs on appeal. We award Nordic reasonable attorney fees and costs on appeal, subject to compliance with RAP 18.1.

Affirmed.

/s/ Trickey, J
Hon. Judge Michael J. Trickey
Washington State Court of Appeals

WE CONCUR

/s/ Verellen, J
Hon. Judge James Verellen
Washington State Court of Appeals

/s/ Dwyer, J
Hon. Judge Stephen J. Dwyer
Washington State Court of Appeals

NORDIC SERVICES, INC.,

Respondent,

V.

ENDRE D. GLENN and JANE DOE
GLENN, a married couple, and
MARGARET A. GLENN and JOHN
DOE GLENN, a married couple,

Appellant

No. 76501-9-I

ORDER DENYING MOTION
FOR RECONSIDERATION

The appellant, Endre D. Glenn, has filed a motion for reconsideration. The court has taken the matter under consideration. A majority of the panel has determined that the motion should be denied.

Now, therefore, it is hereby

ORDERED that the motion for reconsideration is denied.

FOR THE COURT:

/s/

Trickey, J
Hon. Judge Michael J. Trickey
Washington State Court of Appeals

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

NORDIC SERVICES,
INC.,

Respondent,

V.

ENDRE D. GLENN and
JANE DOE
GLENN, a married
couple, and
MARGARET A.
GLENN and JOHN
DOE GLENN, a
married couple,

Appellant

No. 15-2-17386-SEA

JUDGMENT AND
ORDER CONFIRMING
ARBITRATION AWARD

Clerk's Action Required:
Record Judgment

I. JUDGMENT SUMMARY

- | | | |
|----|---|--|
| A. | Judgment Creditor: | Nordic Service, Inc., a Washington Corporation |
| B. | Judgment Debtor: | ENDRE D. GLENN |
| C. | Principal judgment amount: | \$5,995.60 |
| D. | Prejudgment judgment interest through 10/28/16 (per Arbitration Award): | \$1,429.08 |
| E. | Additional prejudgment interest through 1/26/17: | \$217.80 |
| F. | Attorney's fees and costs per Arbitration Award: | \$40,430.08 |

- G. Supplemental attorney's fees and
paralegal charges per Arbitration
Award: \$1,254.99
- H. Supplemental attorneys' fees and
costs post-Arbitration award: \$3,843.98
- I. Principal judgment shall bear interest at 12% per annum.
- J. Attorney's fees, costs and other recovery amounts shall bear interest at 12%
per annum.
- K. Attorney for Judgment Creditor:
Stephen W. Hansen
Hansen McConnell & Pellegrini, PLLC
1636 3rd Street
Marysville, WA 98270
- L. Attorney for Judgment Debtor: N/A

THIS MATTER having come on regularly before the above-entitled Court
upon the Plaintiff's Motion To Confirm Arbitration Award In Part, Modify
Arbitration Award In Part And Enter Judgment, and the Court being fully advised
in the premises, NOW THEREFORE it is hereby ordered adjudged and decreed as
follows:

1. That the Arbitration Award ("Award") entered by Judge Charles Burdell on
12/5/16 is confirmed in all respects. The Court does not see any good basis to
modify the award as requested by Plaintiff, except to allow for post-award
interest, fees and costs, and declines to do so.
2. That Plaintiff Nordic Services, Inc. ("Nordic") shall have judgment against
Defendant ENDRE D. GLENN, as follows: (a) for the principal sum of
\$5,995.60; (b) for prejudgment interest on the aforementioned sum through
10/28/16 in the amount of **\$1,429.08**; (c) for additional prejudgment interest
through 1/26/17 in the amount of **\$217.80**; (d) for its attorney's fees and costs
reasonably incurred in the arbitration. proceeding and pre-arbitration time
period in the amount of **\$40,430.08**; (e) for its supplemental legal fees

incurred in the arbitration proceeding in the amount of **\$1,254.99**; (f) for its additional legal fees and costs reasonably incurred subsequent to the arbitration proceeding through 1/6/17 in the amount of **\$3,843.98** and (f) for its legal fees and costs and interest to be incurred/accrued in connection with the future foreclosure sale of the Property upon further application to this Court.

3. That Plaintiff Nordic has a valid lien against the Property at **10518 165th Place NE, Redmond, WA 98052** legally described below ("Property") which lien is adjudged and decreed to be a lien upon the said Property and the whole thereof providing security for the payment of the Plaintiff's judgment granted herein; that said lien be and is hereby foreclosed and the said Property is hereby ordered sold by the Sheriff of King County, Washington, in the manner provided by law; and that the proceeds thereof shall be applied to the payment of the said judgment, interest, attorney's fees, costs and such increased attorney's fees, costs and interest as may hereafter be awarded.

The legal description of this Property is:

LOT 3, REGAL GLEN, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 95 OF PLATS, PAGES 98 AND 99, IN KING
COUNTY, WASHINGTON

TAX PARCEL NUMBER: 721130-0030

4. That judgment amounts other than interest, which shall not bear interest, and the principal amount, which shall bear interest at the rate of 12% per annum from the date hereof.
5. That Plaintiff be and is hereby granted the right to become a bidder and purchaser at the sale, and when the sale has been completed, the purchaser shall be entitled to immediate possession of the Property.
6. That Plaintiff's lien rights arose and attached when Plaintiff commenced working on the Property which date is August 24, 2014.
7. That all right, title, claim of interest of the Defendants, or any of them, (and of all persons claiming by, through or under them, or any of them, to the Property or part thereof whose interest attached subsequent to August 25, 2014) is inferior and subordinate to Plaintiff's lien.
8. That all right, title, claim of interest of the Defendants in the Property is hereby forever foreclosed except only for the statutory right of redemption, if any, allowed by law.

9. That Defendant Glenn's Request For Trial De Novo under MAR 7.1 and LMAR 7.1 dated 12/7/16 and filed 12/16/16 is hereby stricken as invalid and inapplicable to private arbitration under RCW 7.04A.

The Clerk shall forthwith enter judgment in accordance herewith and issue an Order for Sale for the Property in question upon request by Plaintiff.

DONE IN OPEN COURT this 27 day of January, 2017.

Signed By _____
Judge Catherine Shaffer

Presented By:

HANSEN McCONNELL & PELLIGRINI, PLLC

Stephen W. Hansen, WSBA #07254
Attorney for Plaintiff
LAW OFFICES
HANSEN McCONNELL & PELLEGRINI PLLC
1636 THIRD STREET
MARYSVILLE, WASHINGTON 98270

Approved For Entry:

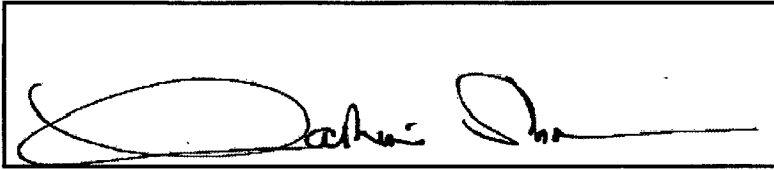
King County Superior Court
Judicial Electronic Signature Page

Case Number: 15-2-17386-3

Case Title: NORDIC SERVICES INC VS GLENN ET ANO

Document Title: ORDER

Signed by: Catherine Shaffer
Date: 1/27/20017 12:32:27 PM

A rectangular box containing a handwritten signature in black ink. The signature is cursive and appears to read 'Catherine Shaffer'. The box has a thin black border.

Judge/Commissioner: Catherine Shaffer

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

NORDIC SERVICES, INC.,

Respondent,

V.

ENDRE D. GLENN and JANE DOE
GLENN, a married couple, and
MARGARET A. GLENN and JOHN
DOE GLENN, a married couple,

Appellant

No. 15-2-17386-SEA

PLAINTIFF'S MOTION
REQUESTING TERMS AND
SANCTIONS

Clerk's Action Required:
Record Judgment

THIS MATTER having come on regularly before the above-entitled Court, the
undersigned judge presiding, upon Plaintiff's Motion Requesting Terms and Sanctions and

the Court being fully advised in the matter;

*including reviewing all
submitted pleadings,*

IT IS HEREBY ORDERED as follows:

Defendant's request to "enlarge time" to respond is denied.
Defendants Glenn are ordered to pay to Plaintiff's legal fees in the total amount
plus \$210 (see reply) for a total of \$2,340.00
of \$2,130.00 payable within 14 days from the date of this Order for conduct in this

Order On: Plaintiff's Motion Requesting
Terms - Page 1

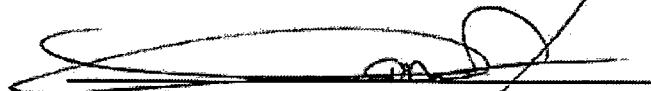
THIRD STREET LAW
HANSEN McCONNELL & PELLEGRINI PLLC

1636 THIRD STREET
MARYSVILLE, WASHINGTON 98270
(360) 658-6580 • FACSIMILE (360) 651-6762

proceeding that is unnecessarily and unreasonably increased Plaintiff's costs and that the Court finds to be vexatious, intended to delay, frivolous and not undertaken in good faith. Failure to timely pay this sanction will,

(b) ~~Defendants Glenn are prohibited from filing future motions and pleadings and from seeking other relief in this action until the above fees are paid in full.~~

Dated this 15 day of November, 2016.


Superior Court Judge
CATHERINE SHAFER

Presented By:

Stephen W. Hansen, WSBA #7254
Attorney for Plaintiff

at a minimum, we want
the imposition of additional
sanctions.

FILED
SUPREME COURT
STATE OF WASHINGTON
10/3/2018
BY SUSAN L. CARLSON
CLERK

IN THE SUPREME COURT OF WASHINGTON

NORDIC SERVICES, INC.,

Respondent,

V.

ENDRE D. GLENN and JANE DOE
GLENN, a married couple, and
MARGARET A. GLENN and JOHN
DOE GLENN, a married couple,

Appellant

No. 96044-5

ORDER

Court of Appeals
No. 76501-9-I

Department II of the Court, composed of Chief Justice Fairhurst and Justices Madsen, Stephens, Gonzhlez and Yu, considered at its October 2, 2018, Motion Calendar whether review should be granted pursuant to RAP 13.4(b) and unanimously agreed that the following order be entered.

IT IS ORDERED:

That the petition for review is denied and the Respondent's request for attorney fees is granted. The Respondent is awarded reasonable attorney fees pursuant to RAP 18.1(j). The amount of the attorney fees will be determined by the Supreme Clerk

pursuant to RAP 18.1. Pursuant to RAP 18.1 (d), Respondent should file an affidavit with the Clerk of the Washington State Supreme Court.

DATED at Olympia Washington, this 3rd day of October 2018

For the Court

/s/ Fairhurst, C.J.
Hon. Mary E. Fairhurst, Chief Justice
Washington State Supreme Court

SETTLEMENT AGREEMENT

THIS Settlement Agreement ("Agreement") is made as of the date first indicated below, by and between the following:

- A. NORDIC SERVICES, INC. ("Nordic") and
- B. ENDRE D. AND MARGARET A. GLENN ("Glenns").

BACKGROUND & RECITALS

A. Glenn's hired Nordic to perform construction services on their home, (per the Agreement for Construction Services, signed by Endre Glenn 8/14/14), which has the following legal description:

REGAL GLEN
PLAT BLOCK:
PLAT LOT: 3

B. Glenns owes Nordic the principal sum of \$5,995.60 together with interest on such sum to run from thirty (30) days after 10/2/14 as well as Nordic's costs and attorney's fees, if applicable, incurred in seeking collection of such sums.

C. Nordic has filed a lien against Glenns seeking a judgment of the sums owed.

D. The parties have reached a settlement of the claims arising out of the construction work performed by Nordic, the terms of which are set forth in this Settlement Agreement.

TERMS OF SETTLEMENT

The parties agree as follows:

1. **All Disputes and Claims Resolved.** This Agreement is executed and made in full and final settlement and compromise of the behalf of the parties, their

successors, and assigns, and all those claiming by, through, under or in concert with, hereby fully, generally and specifically release and discharge from the other any and all claims, contentions, liabilities, demands, obligations, duties, costs, expenses and causes of action, of any kind whatsoever, with respect to, pertaining to the subject matter of this Agreement and described above in Paragraph B.

2. **Payment By Glenns.** Glenns shall make payment to Nordic the principal \$5,995.60 together with simple interest on such sum to run from thirty (30) days after 10/2/14 at Twelve percent (12%) per annum together with Nordic's costs.

a. Two Hundred ninety six and 74/100 (\$296.74) monthly for the term of 21 months. Glenns may pay more if Glenns wishes, \$296.74 being the minimum monthly amount due.

b. Payments shall be payable on or before the 10th day of each Month with a ten (10) day grace period such that payments received by Nordic within 10 days of the due date shall not be considered an event of default under this Agreement. The first payment will be due on or before 9/1/2015.

3. **Counterparts.** This Agreement may be signed in one or more counterparts, all of which shall be taken together as one agreement.

4. **Unfiled Lawsuit.** A lawsuit shall remain unfiled/uncommenced so long as Glenns complies with the terms of this Agreement. Upon timely payment by Glenns of all funds in accordance with the terms of this Agreement, a release of lien shall be prepared and provided to Glenns.

5. **Default.**

a. **ARBITRATION:** If the event of default, any dispute or disagreement arises out of this agreement, the dispute or enforcement of the contract shall be arbitrated in accordance with the following terms and procedures:

1. Arbitration shall be by a single arbitrator to be selected upon agreement of the parties under the auspices of Judicial Arbitration and Mediation Service (JAMS), Judicial Dispute Resolution (JDR) or Washington Arbitration and Mediation Service (WAMS). If the parties cannot agree upon an arbitrator, either party may apply to King County Superior Court for the appointment of a qualified arbitrator from the above services or, if those services no longer exist, from the AAA roster.

2. The arbitration shall be conducted under the Superior Court Mandatory Arbitration Rules (MAR) in effect at that time to the maximum extent possible.

3. The arbitrator's fee shall be initially split evenly between the parties.

4. The prevailing party in the arbitration shall be awarded that party's arbitration expenses and attorney's fees in accordance with this Agreement.

5. The prevailing party shall be the party that substantially prevails in the arbitration as determined by the arbitrator.

6. The arbitrator's award may be appealed only upon grounds that would support an appeal under RCW 7.04.

7. If Contractor has recorded a lien, the arbitrator shall have the right to resolve all issues concerning the validity of such lien and the corresponding rights and obligations established under RCW 60.04. The Superior Court shall retain jurisdiction for purposes of conducting a foreclosure sale in accordance with the arbitrator's decision. The period of limitation set forth in RCW 60.04.141 shall be tolled until 60 days following the arbitrator's final written decision upon service by one party on the other of a written demand for arbitration.

- b. In the event Glenns defaults under the terms of this Agreement, Nordic shall be entitled to enforce the terms of this Agreement by obtaining a personal judgment and lien foreclosure in a lawsuit in accordance with the terms set forth in this Agreement including the recovery of all additional legal fees and costs reasonably incurred in pursuing the said lawsuit or otherwise seeking to enforce this Agreement. Per RCW 4.84.020, the amount of attorney's fee will be fixed by court.
- d. Each party will share in the expenses of selecting an arbitrator. The prevailing party shall be entitled to costs and reasonable attorney fees. If the issue is resolved or settled, each party will pay their own costs, and attorney fees.
- c. Any action to enforce terms of this Settlement Agreement shall be brought in Snohomish County Superior Court, State of Washington.

X:  Date: June 25, 2015
Endre' Glenn

From: Endre <endreg@frontier.com>
Sent: Monday, June 29, 2015 8:50 AM
To: Kristi Baines
Cc: Patricia Sherman; endreg@frontier.com
Subject: RE: NORDIC Settlement Agreement
Attachments: NORDICS.20150625.SAG.eglenn.pdf

Kristi,

Will NORDIC Services sign the settlement agreement? The agreement remains essentially the same other than a change in a due date, grace period, and addition of the ADR clause which Patricia initially referenced in the agreement.

Please advise at your earliest convenience.

Regards,

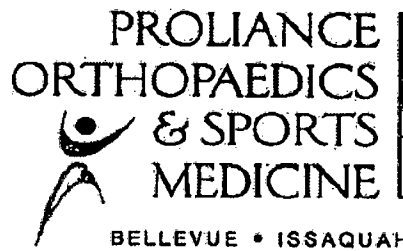
Endré

From: Endre [mailto:endreg@frontier.com]
Sent: Friday, June 26, 2015 2:11 PM
To: Kristi Baines (kristibaines@nordicservices.com)
Cc: Patricia Sherman (patriciasherman@nordicservices.com); endreg@frontier.com
Subject: NORDIC Settlement Agreement
Kristi,

Please find attached the signed "Settlement Agreement". I noticed the original "Construction Services" agreement, I signed August 14, 2014, allows for the payment of NORDIC legal fees if the company files a law suit or initiates another proceeding, such as arbitration, mediation, etc. Therefore, the main purpose of the settlement agreement is to avoid these costs. So, I would not expect to incur these costs based on the original agreement.

Regards,

Endre'



1231 116th Ave NE, Suite 750
Bellevue WA 98004
(425) 455-3600
Fax: (425) 455-3920

Patient: ENDRE GLENN
has been scheduled with: DR. TYLER NATHE
for a Procedure:

This is scheduled at
☒ Proliance Highlands Surgery Center ☐ Overlake Surgery Center
☐ Overlake Hospital ☐ Swedish Medical Center

on 10/21/16

The facility will notify you of the surgery time the day before surgery.
prior to surgery depending on the facility.

POST operative appointment in our ☐ Issaquah ☐ Bellevue
office on: 10/28/16 at 11:00AM WITH A PHYSICIAN ASSISTANT IN REDMOND

**** 6 WEEK FOLLOW UP ON 11/30/16 @ 11:00AM WITH DR. NATHE IN REDMOND ****

REMINDER:

ANY PRE OPERATIVE TESTING INCLUDING LABS, EKG, AND MEDICAL OR CARDIAC
CLEARANCE WILL NEED TO BE COMPLETED WITHIN 30 DAYS OF YOUR SURGERY DATE.

YOUR SURGERY SCHEDULER WILL GIVE YOU SPECIFIC INSTRUCTIONS AS TO WHAT
TESTS YOU WILL NEED PRIOR TO SURGERY AND HOW TO SCHEDULE THEM.