

FILED

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Timothy W. Fitzgerald
SPOKANE COUNTY CLERK

**SUPERIOR COURT OF WASHINGTON
COUNTY OF SPOKANE**

In re the Marriage of:

SIRINYA SURINA

Petitioner,

And

AARON MICHAEL SURINA

Respondent.

No. 17-3-01817-0

**DECLARATION OF:
DONNA HENRY**

Donna Henry Declares:

1. Offers to Buy. I received an offer on Saturday the 5th from Denay Hornberger for 295k with a closing on 1/29/19. She sent a snapshot of a portion of their old preapproval letter for another lower offer they wrote previously to prove that they can get a loan. At that point she stated that it was the weekend, so she couldn't get an updated pre-approval letter from their banker until Monday.
2. In the meantime, I scheduled two more showings for Monday so we decided to wait on responding to her offer until after the showings.
3. One of those showings was Lisa Peters who her clients loved the home so much that they brought a full price contingent offer on selling their house with a closing date of 1/9/19. This closing date made me suspicious because they haven't even been through the appraisal process on their home and the appraisal process on Rocky Ridge would

In re the Marriage of Surina
Declaration of Donna Henry
Page 1 of 3

KEITH A. GLANZER, P.S.
2024 W. Northwest Blvd.
Spokane, WA 99205
Telephone: 509-326-4526
Facsimile: 509-324-0405

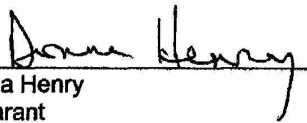
- 1 take at least 2 weeks. I don't see how they could close by January 9th with having to go
2 through two appraisal processes. So, I told them both to bring your highest and best
3 offer by 5:00 p.m. Monday.
- 4 4. Denay sent me an updated pre-approval letter as well as an escalation clause up to
5 316K. Basically, that means that they would go up over any other offer by \$500 up to
6 316K. She said they would be willing to close sooner but was giving of the California
7 lender plenty of time to close it.
- 8 5. Comparing the offers. When comparing both offers, Lisa's buyers had a home to sell in
9 California and hadn't yet been through the appraisal process. They were going with a
10 conventional loan and putting only 5% down.
- 11 6. Denay's buyers were willing to go up \$500 higher than Lisa's buyers, they are putting 30k
12 down and don't need to sell a house to purchase. It was clear to me that Denay's buyers
13 were stronger in many ways and didn't have a house to sell so the Surina's would make
14 more money quicker.
- 15 7. Both had pre-approval letters but Aaron didn't like Denay's buyers pre approval letter
16 because it had a lot of detailed information (More than I usually see on an approval letter
17 but everything that happens in the background of every loan) Since it was the higher
18 offer, I recommended that they get preapproved with one of my local lenders which they
19 did. The local lender said that they were good to go and he could close it in 21 days
20 (January 9th). I understand that the lender I referred called Aaron to let him know that
21 also.
- 22 8. Refusal to sign. Aaron refused to sign the offer with the seller disclosure, so I took out
23 the seller disclosure and just sent the offer without the seller disclosure for Aaron to at
24 least sign off on the offer to get us under contract. I kept encouraging him all day to sign
25 the offer, but he never opened the signing link.
9. Aaron kept saying that he wanted to take the contingent offer thinking that they are
stronger buyers. So, I reached out to try to keep Lisa's buyers in the game but she said
that they already wrote another offer on a different house.
10. Denay text me at 9:00 p.m. at night informing me that her buyers were getting cold feet
and decided to let their offer expire.

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11. Aaron then texted me that he went out for the evening and since the buyers were gone, he wanted to drop the price to 310K.
12. I reached out to try and keep Denay's buyer in it in she reported to me that the wife had been really stressed out about all the delays and they have another house that they are writing an offer on.
13. I'm leery to even work on another offer and jerk another buyer around.

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

Signed at Spokane, Washington, December 29th, 2018.


Donna Henry
Declarant

Fwd: Updated escalation clause

Donna Henry <donnasellspokane@gmail.com>

Tue 12/18/2018, 9:49 AM

To: Keith Glanzer <kagps70@hotmail.com>; richk@rklaw.com <richk@rklaw.com>;
Sirinya Polarj <sirinyadavid@gmail.com>; LEGAL@SURINA.ORG <LEGAL@surina.org>

3 attachments (7 MB)

1616 S. Rocky Ridge -34-2.pdf; 1616 S. Rocky Ridge - Offer (1).pdf; Denays offer closing date 1.17.19.pdf;

Here is the highest and best offer, hopefully Aaron will sign off on it today, Sirinya already has.

I sent Aaron a signing link last night but he hasn't signed it yet. Hes got a problem with not knowing what the court order says and then also the disclosure which ultimately, the buyer does a of their own inspections so they will know everything about the house After that.

----- Forwarded message -----

From: **Donna Henry** <donnasellspokane@gmail.com>

Date: Mon, Dec 17, 2018, 5:52 PM

Subject: Fwd: Updated escalation clause

To: LEGAL@SURINA.ORG <LEGAL@surina.org>, Sirinya Polarj <sirinyadavid@gmail.com>

This is the highest offer, with the escalation clause that is attached, you will end up at \$315,500. they want to close it on January 17th or sooner...does that work for you?

----- Forwarded message -----

From: <denay@homelandspokane.com>

Date: Mon, Dec 17, 2018 at 5:40 PM

Subject: Updated escalation

To: <donnasellspokane@gmail.com>, <Dobbins@q.com>, <contracts@citibrokers.com>

Hi,

Here you go.

Thanks,

Denay Hornberger
Inside Sales/Licensed Agent

Homeland Realty Group LLC
m: 509-951-5992
f: 866-712-0056
w: www.homelandspokane.com e: denay@homelandspokane.com

--

Donna Henry
Managing Broker
Donna Henry Homes
Citibrokers, LLC
509.844.2181 (c)
509.777.0003 (f)
www.DonnaSellsSpokane.com

ESCALATION ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated December 17, 2018 1
between Brenda Freese Robert Scott ("Buyer") 2
Buyer Buyer
and Aaron M Surina Sirinya Surina ("Seller") 3
Seller Seller
concerning 1616 S Rocky Ridge Dr Spokane Valley WA 99212 (the "Property"). 4
Address City State Zip

NOTICE TO BUYER: By including this Addendum in the Agreement, you agree to have your purchase price 5
increased if Seller receives an equal or higher offer from another buyer (the "Competing Offer"). This Addendum does 6
not assure that the Competing Offer used to establish your purchase price will, in all ways, be comparable to yours. 7
You are cautioned to offer no more than you are willing to pay for the Property. You are further advised that Seller or 8
Seller's broker(s) may disclose the terms of your offer, including this Addendum, to others. 9

1. **PURCHASE PRICE.** If Seller receives a Competing Offer for the Property prior to accepting this offer, with a 10
Net Price equal to or greater than the Net Price of this offer, then the Net Price of this offer shall be 11
increased to \$ 500.00 more than the Net Price of the Competing Offer. In no event, however, shall the 12
new purchase price of this offer exceed \$ 316,000.00. The term "Net Price" means the stated purchase 13
price (or the maximum price if the Competing Offer contains a price escalation clause) less any price adjustments 14
such as credits to Buyer for closing costs. 15
2. **COMPETING OFFER.** A Competing Offer must be a bona fide, arm's length, written offer on NWMLS or similar 16
forms, containing all material terms necessary for an enforceable agreement which (a) requires the full purchase 17
price to be paid in cash at closing; (b) provides for closing no later than 60 days (60 days if not filled in) 18
from the date of this offer; and (c) is not contingent on the sale of the buyer's property (i.e. no NWMLS Form 22B 19
or equivalent). A Competing Offer may include other conditions, such as a buyer's pending sale of property 20
contingency (i.e. NWMLS Form 22Q or equivalent). 21
3. **SELLER'S ACCEPTANCE.** Seller's escalation of this offer shall not be effective unless it is accompanied by 22
a complete copy of any Competing Offer used to escalate the purchase price, including any escalation 23
provision. 24
4. **NEW PURCHASE PRICE WORKSHEET.** The following formula is provided to assist the parties in calculating the 25
new purchase price. The worksheet can only be completed when the purchase price of the Competing Offer is 26
known. The accuracy or completeness of the calculation shall not render this Agreement unenforceable, and to 27
the extent the following calculations are inconsistent with the escalation provisions above, the escalation 28
provisions shall control. 29

Purchase Price of Competing Offer	\$ _____	30
(or the maximum purchase price of the Competing Offer		
if it contains an escalation provision)		
 Less Credits to Buyer in Competing Offer	\$ _____	31
 Competing Offer Net Purchase Price	\$ _____	32
 Plus Escalation Amount (this offer)	\$ _____	33
 Plus Any Credits to Buyer (this offer)	\$ _____	34
 New Purchase Price (this offer)	\$ _____	35

BF 12/17/2018	RS 12/17/2018
Buyer's Initials Date	Buyer's Initials Date

_____	_____	_____	_____
Seller's Initials	Date	Seller's Initials	Date

Form 34
Addendum/Amendment to P&S
Rev. 7/10
Page 1 of 1

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ALL RIGHTS RESERVED

ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

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Seller Seller
concerning 1616 S Rocky Ridge Dr Spokane Valley WA 99212 (the "Property"). 4
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

Adjust closing date to on or before January 17, 2019. Offer expiration date to be December 18, 2018. 6

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

[BF]

12/17/2018

Buyer's Initials

Date

[RS]

12/17/2018

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

Re: Updated escalation clause

LEGAL@SURINA.ORG

Tue 12/18/2018, 10:32 AM

To: Donna Henry <donnasellspokane@gmail.com>

Cc: Keith Glanzer <kagps70@hotmail.com>; richk@rklaw.com <richk@rklaw.com>;

Sirinya Polarj <sirinyadavid@gmail.com>

This is the wrong offer -

Where is the offer from the folks in California? That's the one that we're looking at. I accepted their offer closing on Jan 9th - 17th. - They are funded and able to close within the bank's timeframe avoiding deeding in lieu of and excessive financial charges.

Regards,

Aaron Surina

a <2018@phonesupport.org> Aaron.surina@gmail.com

<http://www.linkedin.com/in/voipdesign>

*707-200-4372 *

On Tue, Dec 18, 2018 at 9:47 AM Donna Henry <donnasellspokane@gmail.com> wrote:

Here is the highest and best offer, hopefully Aaron will sign off on it today, Sirinya already has.

I sent Aaron a signing link last night but he hasn't signed it yet. Hes got a problem with not knowing what the court order says and then also the disclosure which ultimately, the buyer does a of their own inspections so they will know everything about the house After that.

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To: <donnasellsspokane@gmail.com>, <Dobbins@q.com>, <contracts@citibrokers.com>

Hi,

Here you go.

Thanks,

Denay Hornberger
Inside Sales/Licensed Agent

Homeland Realty Group LLC
m: 509-951-5992
f: 866-712-0056
w: www.homelandspokane.com e: denay@homelandspokane.com

--

Donna Henry
Managing Broker
Donna Henry Homes
Citibrokers, LLC
509.844.2181 (c)
509.777.0003 (f)
www.DonnaSellsSpokane.com

< **Denay Hornberger**
(509) 951-5992



9:16 AM

 VIEW ALL 

D I don't think so. They found another house they like and it's really been stressful for the wife.

9:20 AM

D She is little sensitive and this whole process just kind of threw her off that house. I don't get it but that is how she feels.

9:25 AM

9:47 AM

Ok, I get it 

D It's probably best to get him out of that whole situation. I talked to Boone today he said the husband is acting crazy. He was talking about attorney general staff he wanted to know what my clients did for a living a bunch of stuff that Boone could not legally tell him.

9:47 AM

D I feel really bad you have to deal with the crazy husband like that

9:48 AM

 Enter message



SEND



Fwd: Drop the price for the last stand

Donna Henry <donnasellsspokane@gmail.com>

Wed 12/19/2018, 10:39 AM

To: Keith Glanzer <kagps70@hotmail.com>; richk@rklaw.com <richk@rklaw.com>

----- Forwarded message -----

From: **LEGAL@SURINA.ORG** <LEGAL@surina.org>

Date: Wed, Dec 19, 2018, 10:29 AM

Subject: Drop the price for the last stand

To: Sirinya Polarj <sirinyaandrew@gmail.com>, Donna Henry
<donnasellsspokane@gmail.com>

Everyone agree to 310 or 306?

Respectfully,

Aaron Surina

<http://www.linkedin.com/in/voipdesign>

aaron@surina.org

707.200.4372

Sent by group text from Aaron Surina; Saturday, December 22, 2018

I filed a modification mar 27th that ended up to default in my favor, somehow it was changed to be continued.... Never been continued.

Have the GAL call me. Donna, you're fired for breach of contract, for conspiring with Keith to substitute the title company for his friend perdigna law and trying to get me to sign it. That's the number one reason why I have a problem with selling the house and signing anything else under you. You breached confidential information about my house and the sale.

I can not trust you.

You lied to your client and then told me the truth.

I have a lawyer who refused to provide a friggen phone number so I have no way to call for guidance

My phone is about to die. Talk to you later. I gotta gomy iPhone

Re: Power of attorney - Real Estate affairs

LEGAL@SURINA.ORG

Thu 12/27/2018, 10:32 AM

To: Donna Henry <donnasellsspokane@gmail.com>

Cc: chris@surina.org <chris@surina.org>; richk@rklaw.com <richk@rklaw.com>;

BillieJo Campbell <billiejo@rklaw.com>; Sirinya Polarj <sirinyaandrew@gmail.com>;

Keith Glanzer <kagps70@hotmail.com>

We'd have to go to court since Glanzer has interfered with the ability to sell the house for 295.

I have another buyer for 295 too from my son's school. We're all stuck.

Did Rich withdraw?

Respectfully,

Aaron Surina

<http://www.linkedin.com/in/voipdesign>

aaron@surina.org

707.200.4372

On Wed, Dec 26, 2018, 9:57 PM Donna Henry <donnasellsspokane@gmail.com> wrote:

The buyer is only interested at 295k and that doesn't work for Sirinya. We were going to counter at 305k but that didnt work for this buyer.

On Wed, Dec 26, 2018, 11:09 AM LEGAL@SURINA.ORG <LEGAL@surina.org> wrote:

I give this power to my mother and in regards to the affairs surrounding the property and real estate related to Rocky Ridge. Today is the first business day since the offer was made. Let's get it confirmed if possible.

To sign or any other movement related to the sale or disposal of the real estate on Rocky Ridge.

My understanding is that Sirinya has signed power of attorney unknowingly to Carl Wilson. His documents reflected he considered himself such as well. She claims to not have signed her powers away in any manner however when I asked.

Respectfully,

Aaron Surina

<http://www.linkedin.com/in/voipdesign>

aaron@surina.org

707.200.4372