

Court of Appeals

Original Petition for Review
For Felony. 75819-5

FILED
COURT OF APPEALS DIV I
STATE OF WASHINGTON
2017 JUL 28 PM 4:29

SUPERIOR COURT OF WASHINGTON FOR KING COUNTYK

KAY B. KAYONGO	)	NO. 16-2-07454-1 SEA
Pro se Plaintiff	)	MOTION FOR AN ORDER OF INDIGENCY UNDER
V	)	GR 34 (a) (3) (B), (D) AND COMMENT OF (a)
WESTFIEL, LLC	)	TO ALLOW DUE PROCESS OF LAW
ANDREW CIARROCCHI;)	
PETER E. SUTHERLAND)	
AND)	
LEE SMART P.S. INC.)	
_____)	

Kay B. Kayongo, petitioner files a petition for review and moves the court for an order of indigency authorizing the expenditure of public funds to prosecute the petition for review for the filing fee of the petition at public expense.

1. Petitioner was not found indigent by order of this court. There has been a change in petitioner's financial status, and petitioner lacks sufficient funds to pay for the petition for review in this case.
2. Petitioner asks this court to order the following to be provided at public expense. All the filing fee, reproduction and distribution of brief if any under GR 34 states...
 - a) Any individual, on the basis of indigent status as defined herein, may seek a waiver of filing fees or surcharges the payment of which is a condition precedent to a litigant's ability to secure access to judicial relief from a judicial officer in the applicable trial court. 3) an individual who is not represented by a qualified legal services provider (as

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that term is defined below) or an attorney working in conjunction with a qualified legal services provider shall be determined to be indigent within the meaning of this rule if such person, on the basis of the information presented, establishes that: (B) his or her household income is at or below 125 percent of the federal poverty guideline; or (D) other compelling circumstances exist that demonstrate an applicant's inability to pay fees and/or surcharges.


COMMENT

The adoption of this rule is rooted in the constitutional premise that every level of court has the inherent authority to waive payment of filing fees and surcharges on a case by case basis. **Each court is responsible for the proper and impartial administration of justice which includes ensuring that meaningful access to judicial review is available to the poor as well as to those who can afford to pay.**

Petitioner's current occupation is a hair braider (dresser) at Kilimanjaro Market and African Professional Hair Braiding, my Boss's phone number (206) 715-9336 and it opens from 11 am -7 pm which the payment depends on the percent of the daily customers we received and rendered service and on how much they pay. It has been almost one month now we are facing a shortage of clients or no client and this circumstance makes petitioner to lack sufficient fund to pay petition for review to continue due process of law. As soon we got client to braid hair, as soon I will reimburse the payment of petition for review.

The following certificate is made in support of this motion.

Date: July 28, 2017, 2017


Pro Se Petitioner

CERTIFICATE

I, Kay B. Kayongo, certify as follows:

1. That I have not previously been found indigent by this court.

2. That the highest level of education I have completed is:

Grade School High School College or greater

3. That I have held the following jobs: Hair Braiding for all color at Kilimanjaro Market and African Professional Hair braiding (206) 715- 9336.

4. That I: have not received job training
 Have received the following job training: Hair Braiding

5. That I: do not have a mental or physical disability that would affect my ability to work
 have the following mental or physical disability that would affect my ability to work: _____

6. That I: do not have children or family members that normally depend on me for financial support
 Have the following children or family member that normally depend on me for support in Africa.

7. That I: do not anticipate my financial condition improving in the foreseeable future through inheritance, sale of land, or similar.
 Anticipate my financial condition improving in the foreseeable future as follows: to have more clients to braid, get paid to reimburse and to pay the court for the filing of petition for review.

I, Kay B. Kayongo, certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Date: July 28, 2017

Benice Kayongo
Kay B. Kayongo, Pro Se Petitioner

Place: Seattle, Washington

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SUPERIOR COURT OF STATE OF WASHINGTON FOR KING COUNTY

KAY B. KAYONGO)	
Pro Se Plaintiff)	NO. 16-2-07454-1 SEA
V)	
WESTFIELD, LLC	)	ORDER OF INDIGENCY
ANDREW CIARROCCHI)	
PETER E SUTHLAND)	
AND)	
LEE SMART P.S. INC.)	
Defendant (s))	
_____)

Pro Se Plaintiff Kay B. Kayongo moves the court for an order of indigency to pay prosecution of petition for review under GR 34 (a) (3) (B) (D) and Comment section (a) which states that each court is responsible for the proper and impartial administration of justice, including ensuring that meaningful access to judicial review is available to the poor as well as to those who can afford to pay.

The court finds that petitioner is lacks sufficient funds for the filing fee to prosecute her petition for review due to the circumstance of shortage of clients they are facing currently at her job as Hair Dresser. GR 34 (a) (B) (D) and Comment (a) allows the court to grant an order of indigency to review the petition for review at public expense to the extend defined in this order.

It Is Ordered As Follow:

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1. [x] The filing fee for the petition for review is waived.
2. Kay B. Kayonbo is entitled to the following at the public expenses.
 - a. Filing of petition for review of Court of Appeals Division One's decision.
 - b. Others if
any: _____

Date: July _____, 2017

Honorable Civil Chief Judge
ANDRUS, BETH M. Dept. 35

PRESENTED BY:
Benicekayongo
Kay B. Kayonbo
Pro Se Plaintiff
12714 Lake City Way NE
Seattle, WA 98125
July 28, 2017

WASHINGTON STATE COURT OF APPEALS DIVISION ONE

KAY B. KAYONGO	)	NO. 75819-5-1
Pro Se Plaintiff)	
V	)	AFFIDAVIT OF SERVICE
	)	MOTION FOR ORDER ALLOWING
	)	THE PAYMENT OF CLERK'S
WESTFIELD, LLC;	)	PAPERS AFTER DUE DATE
ANDREW CIARROCCHI)	
PETER E. SUTHERLAND)	
LEE SMART PS INC.)	
_____)	

I Kay B. Kayongo oath:

1. I am the pro se appellant, the attorney of the record in the above captioned. I am over 18 of age and competent to testify.
2. On July 28, 2017 I personally served a true copy of petition for review and motion for an order of indigency to the defendant Westfield, LLC, Andrew Ciarrocchi, Peter E. Sutherland, and Lee Smart P.S. Inc. at 1800 One Convention Place, 701 Pike St., Seattle, WA 98101, filed this petition for review with Court of Appeals Division One, including this affidavit of service of petition for review.

Date: July 28, 2017

Bonickayongo

Kay B. Kayongo
Pro Se Petitioner, Affiant

Supreme Court No. _____
Court of Appeals No. 75819-5-1

THE SUPREME COURT OF STATE OF WASHINGTON

KAY B. KAYONGO, Pro Se Petitioner

V

COURT OF APPEALS DIVISION ONE OF STATE OF WASHINGTON,

Respondent

AND

WESTFIELD, LLC

ANDREW CIARROCCHI

PETER E SUTHERLAND AND

LEE SMART P.S. INC.,

Defendant (s)

FILED
COURT OF APPEALS
DIVISION ONE
JUL 28 2017

PETITION FOR REVIEW, BRIEF OF PETITIONER

Kay B. Kayongo
Pro Se Petitioner

12714 Lake City Way NE
Seattle, WA 98125
(206) 960-5890

TABLE OF CONTENTS

	Pages
A. IDENTITY-----	1
B. COURT OF APPEALS DECISION-----	1
C. ISSUES PRESENTED FOR REVIEW-----	1
Assignment of Errors -----	1
1. The court of appeals erred on denying appellant’s motion to Modify and/or reverse the ruling of court’s clerk entered March 17, 2017 and March 28, 2017-----	1
Issues Pertinent to Assignment of error -----	2-4
2. The Court of Appeals erred on affirming the ruling of his court’s clerk of March 17, 2017 and March 28, 2017 -----	4-5
Issues Pertinent to Assignment of error -----	5
D. STATEMENT OF CASE-----	6-8
E. ARGUMENT WHY REVIEW SHOULD BE ACCEPTED-----	8-18
F. CONCLUSION-----	18-20
G. APPENDIX-----	20

TABLE OF AUTHORITIES

Table of Cases

<i>Kay B. Kayongo v. DV Properties</i> -----	17
<i>Kay B. Kayongo v. Westfield, LLC</i> -----	18

Constitutional Provision

14th Amendment Right of Citizenship into US Constitution -----
-----1, 4, 5, 9, 10, 11, 12, 16, 18

Statutes

USCO 42. Section 1983 Civil Right ----- 1, 5, 9, 13, 16

Regulation and Rules

RAP 10.3 (a) (6) ----- 14
RAP 10.7 ----- 15
RAP 12----- 9, 16
RAP 13.4 (a) ----- 6, 10
RAP 13.4 (b) (3) ----- 1, 4, 5, 9, 14
RAP 13.4 (b) (4) -----4, 5, 9, 13, 14, 16

A. IDENTITY OF PETITIONER

Kay B. Kayongo ask The Supreme Court to accept review of Court of Appeals Division One's decision of June 30, 2017 denying motion to modify the ruling of his clerk entered on March 17, 2017 and March 28, 2017 terminating the review designated in Part B of this petition, Appendix A-1 ORDER June 30, 2017; A-2 Order March 17, 2017; A-3 Order March 28, 2017.

B. COURT OF APPEALS DECISION

On June 30, 2017, the Court of Appeals Division One entered an order denying the appellant's motion to modify the ruling of his court clerk's March 17, 2017, March 28, 2017 of its ruling of January 19, 2017 which confused appellant and caused to file the motion to modify the clerk's ruling. Appendix A-1; A-2; A-3; B-1 ORDER OF JANUARY 19, 2017 ruling of clerk.

C. ISSUES PRESENTED FOR REVIEW

1. Assignment of Errors

The court of Appeals erred on denying appellant's motion to modify and/or reverse the ruling of the court's clerk entered on March 17, 2017 and March 28, 2017, Appendix A-2, A-3, RAP 13.4 (b) (3) violation of 14th Amendment Right of Citizenship into US Constitution which she is protected under USCO 42 Section 1983 Civil Right when the court concealed and/or failed to cite an appropriate RAP direction a black African US Naturalized Citizen pro se unprofessional at law on the clerk's ruling January 19, 2017. Appendix B-1, and by doing so, the appellant is going to lose direction to dismissed her appeals to support the wrong doing respondent.

Issues Pertinent to the Assignment of Errors

1). Petitioner Kay Kayongo is a naturalized US Citizen Pro Se Unprofessional at law filed a motion to enlarge time to pay the designation of clerk's papers by March 16, 2017. On January 19, 2017, the clerk of Court of Appeals Richard D. Johnson entered a ruling notice denying the petitioner's motion to enlarge time to pay clerk's papers by March 16, 2017 Appendix B-1. On January 18, 2017, the appellant filed a motion for an order to enlarge time to pay the clerk's papers after March 15, 2017 and this court denied the motion and asked to pay the clerk's papers by January, 2017 otherwise the review will be dismissed without prejudice [by February 6, 2017, the case is subjected to dismissal without further notice], Appendix B-1. On March 20, 2017, no any ruling of this court was served to appellant for dismissal without prejudice [without further notice] from this court (the appellant's motion March 20, 2017 was filed and served before the appellant received the March 17, 2017 of this court's ruling order, Appendix A-2, affidavit of service), which was receiving on the March 20, 2017 evening by a friend after I have been filed with the court of appeals via e-mail and United States Post Officer regular mail and served to respondent attorney Peter E. Sutherland in the same way, the motion and Affidavit of service. On March 15, 2017 the appellant got paid and has money in amount of \$ 169.50 to pay the clerk's papers for the court as she asked and promised to pay by March 16, 2017 and no any ruling order of

this court was provided to her since February 6, 2017 then she filed a motion to pay on March 20, 2017. A naturalizes US Citizen Pro Se Appellant unprofessional at law English as Second Language, learned English in United States almost in her own had paid for this action to King County Superior Court, this Court of Appeals, Division One, King County Sheriff Officers for services and other Sheriff officers for services, excluded the service for typing, writing, printing and copying, mailing, buying of inks and papers and more...Court of Appeals Division One's Order of March 28, 2017, Appendix A-3. Motion to enlarge time to pay clerks papers January 18, 2017. Court of Appeals Division One order denying enlargement of time to pay clerk's papers, January 19, 2017 with date of March 17, 2017 this court denied to grant on March 16, 2017 the proposed date, Appendix A-2. Receipts of Cash Money appellant paid to King County Superior court clerk, services and this review without fair justice, but empty my pocket. Order of Trial Court judge Robinson Palmer dismissing only the name of Mr. Andrew Ciarrocchi and proposed order appellant/plaintiff offered to the trial court to request the joining of Lee Smart et la. Zero payment from the defendant/Respondent and this court denied to grant an order to enlarge time to pay clerk's papers and dismissed appellant's review only for the missing of \$ 169.50 when appellant asked and promised to by March 16, 2017. *See at appellant's motion to modify the ruling of court clerk pge. 2-4.*

a). Did the court of appeals err on denying the appellant's motion to modify and/or reverse the court clerk's ruling January 19, 2017 denying appellant's motion to enlarge time to pay clerk's papers, decision confused her when he did not specify the rules of appellate procedure directing appellant and clarifying his ruling notice for the filing clerk's papers and statement of arrangement for statement of arrangement for verbatim and/or payment of clerk's papers under 14th Amendment Citizenship Right into US Constitution for due process of law and equal protection of law for fraud, bias, or prejudice ?

b). Should the Supreme Court accept this petition for review under RAP 13.4 (b) (3) for violation of 14th Amendment Citizenship Right into US Constitution due process of law and equal protection of law? Assignment of error No. 1

c). Should the Supreme Court accept this petition for review under RAP 13.4 (b) (4) issue of substantial public interest to provide more clarification before the case is being published for the record of the public interest in the use of case law *Kay B. Kayongo v. Westfield, LLC, Andrew Ciarrocchi, Peter E. Sutherland, and Lee Smart P.S. Inc.*? Assignment of Error No. 1

2. The Court of Appeals erred on affirming the ruling of his court clerk of ruling March 17, 2017 and March 28, 2017 to reverse it and grant the appellant's motion to modify the clerk's ruling to

allow the payment of the clerk's papers, the filing of designation of clerk papers and the filing of statement of arrangement for verbatim transcript if there were any and/or for the payment of the clerk's papers when the court had done the same act of concealed and/or failed to cite RAP and/or evidence directing the appellant and clarifying his ruling twice on the case of *Kay B. Kayongo v Westfield, LLC* which cause the filing of the previous petition for review and the this one. Appendix A-1, A-2, B-1, C-1, so did the trial court Judge Robinson Palmer this case with cause the appeal by refusing to grant a leave of court to amend and serve the summons and complaint. *See at appellant's motion to modify ruling pge. 4 no. 6-8 and appellant's reply to respondent's response to motion pge. 5, RAP 13.4 (b) (3) (4).*

a). Whether should the Supreme Court accept the review of this petition for review under RAP 13.4 (b) (3), violation of 14th Amendment into US Constitution due process of law and equal protection of law which she is protected under Federal Statute USCO 42 Section 1983 Civil Right for the acts of trial court and court of appeals to prejudice or discriminate appellant from her constitution right due process of law and equal protection of law to provide a proper guidance process to terminate fairness justice of her review of case? Assignment of error No. 2

b). Whether should the Supreme Court accept the review of this petition for review under RAP 13.4 (b) (4) issue of substantial public interest on deciding fairly and/or providing more clarification before the issue is being published for the record of public interest in use of case law citation and act of judges and defendants stated herein of this petition for review? Assignment of error No. 2

D. STATE OF THE CASE

1). January 19, 2017 the Court of Appeals Division One entered a ruling denied the appellant's motion to enlarge time to pay clerk's papers without cited any specified rules of appellate directing and clarifying the filing the designation of clerk's papers and statement of arrangements for verbatim transcript and /or payment of clerk's papers as they did specify and clarify on his ruling notice June 30, 2017, RAP 13.4 (a) directing appellant for the filing of this petition for review because the judges had affirmed his (clerk) decision. Appendix B-1 and A-1.

2). June 30 2017, Court of appeals Division One's ruling notice with specification clarification of RAP 13.4 (a) for the filing of this petition for review which the court could have done on his January 19, 2017 ruling for the filing of designation of clerk's papers and statement of arrangement for verbatim transcript or for payment of clerk's papers when appellant is a pro se unprofessional at law which is the part of the reasons she paid the court to have a fair case procedural direction. Appendix A-1.

3). March 28, 2017, the Court of Appeals Division One's ruling of court clerk act the same as January 19, 2017 ruling notice without also specify any RAP directing pro se appellant unprofessional at law to file a motion to modify clerk's

ruling. Only after appellant called and a staff picked up the phone and asked the appellant to file the motion to modify the ruling which allowed the her to search the rule applying for motion to modify the clerk's ruling, Appendix A-3

4). March 17, 2017, the Court of Appeals clerk's ruling dismissed the appellant's appeal entered one day after the date of March 16, 2017 to which pro se appellant the court to be able to pay clerk's papers and the denied, which also appellant received after she had filed a motion to enlarge time to pay the clerk's papers when she did not received any notice from the court since February 6, 2017.

Appendix A-2.

5). April 14, 2017, the court of appeals clerk's ruling showing that court provides more clarification on ruling addressing to respondent than appellant for unequal treatment and/or unequal protection of law and due process of law.

6). Appellant's motion to modify and reply to respondent's response to motion to modify the ruling of the court's clerk which is filed with Court of Appeals Division One (*Court of Appeals' filed record*).

7). Respondent's response to appellant's motion to modify the ruling of court's clerk March 17, 2017 and March 28, 2017 which is also filed with Court of Appeals Division One (*Court of Appeals' filed record*).

8). A part of Court of Appeals' July 27, 2015 Opinion. Appendix C-1 and Checklist for correction of appellant's brief sent from Court of appeals without check mark on argument point for correction of argument stated on court's July 27, 2015's opinion pge 5 unaddressed issue in support of this petition for review. Appendix C-2.

9). Order of September 14, 2012 a case of Kay B. Kayongo v. DV Properties, LLC papers to support this petition for review. Appendix D-1 and Court of Appeals' September 14, 2015 part of the opinion in case of Kay B. Kayongo v. DV Properties, LLC in support of this petition for review. Appendix D-2.

E. ARGUMENT WHY REVIEW SHOULD BE ACCEPTED

1). The Supreme Court should accept this petition for review because court of appeals Division One act of concealed and /or failed to cite the RAP directing pro se appellant and/or clarifying his ruling to allow a pro se unprofessional at to respond or follow his ruling appropriately constitutes an act of violation of

Naturalized Citizen 14th amendment Right of Citizenship into US Constitution for due process of law and equal protection of law which is appellant is protected also under Federal Statute USCO 42 Section 1983 Civil Right and RAP 13.4 (b) (3) allows the Supreme Court to accept this petition for review.

2). The Supreme Court of the State of Washington should also accept the petition for review under RAP 13.4 (b) (4), issue of substantial public interest to provide fair decision and more clarification before it is being published under RAP 12 for the record of public interest in the use of citation case law of this case *of Kay B.*

Kayongo v Westfield, LLC, Andrew Ciarrocchi, Peter E. Sutherland and Lee

Smart P.S Inc.

1. The court of Appeals erred on denying appellant's motion to modify and/or reverse the ruling of the court's clerk entered on March 17, 2017 and March 28, 2017 RAP 13.4 (b) (3) violation of 14th Amendment Right of Citizenship into US Constitution which she is protected under USCO 42 Section 1893 Civil Right when the court concealed and/or failed to cite an appropriate RAP direction a black African US Naturalized Citizen pro se unprofessional at law on the clerk's ruling January 19, 2017. Appendix B-1, and by doing so, the appellant is going to lose direction to dismissed her appeals to support the wrong doing respondent.

Appellant is a Black African Naturalized US Citizen pro se unprofessional at law filed a motion to enlarge time to pay the designation of clerk's papers by March

16, 2017. On January 19, 2017 the clerk of court of appeals Division One entered a ruling without specified RAP on the notice directing appellant for the filing and clarify his ruling for the filing of designation of clerk's papers and statement of arrangement for verbatim transcript and/or statement of arrangement for the payment of the clerk's papers as he did on his ruling June 30, 2017 notice sent to appellant by specified the RAP 13.4 (a) for the filing of this petition for review. Appendix A-1 and A-3, B-1. This act of Richard Johnson had done is an act of fraud, bias, and prejudice to deceive the appellant who paid for the review which violates the 14th Amendment Citizenship Rights into US Constitution provides...

...all persons born or naturalized in the United States and subject to jurisdiction thereof, are citizens of the United States, and of the state wherein they reside... nor shall any state deprive any person of... or property, without due process of law, nor deny to any person within jurisdiction the equal protection of the laws.

A). First, the act the court clerk denied to grant appellant motion to enlarge time under RAP 18.8 to pay clerk's papers and entered a dismissal of the review a day after the date of March 16, 2017 appellant asked the court to pay, *see at appellant's reply to respondent's response to motion pge. 2* deprive the appellant's right to property due process of law of her lawsuit document was stolen and detained by Westfield, LLC'S representative attorney counsel Peter E. Sutherland and Lee Smart P.S Inc. *See appellant's reply to respondent's response to motion pge. 3-5* because the court knew that without paying the clerk's papers

and without specified RAP on his ruling a Black African Naturalized US citizen unprofessional at law will be unable to proceed her review which will allow the discontinue the review procedure for the respondent to win. This act constitutes an act of violation of 14th Amendment Right of Citizenship into the US Constitution to deprive appellant's right of her property without due process of law because if the appellate court could grant a motion to enlarge time to pay clerk's papers by March 16, 2017 and/or cited the RAP that could provide more clarification on his ruling notice, Appendix B-1, clerk's papers should be filed in the appropriate court, be paid by March 16, 2017 and/or filed the statement of arrangement for verbatim transcript if there should have any, or statement of arrangement for the payment of clerk's papers which should allow the continuance of due process of law to terminate appellant's review fairly. *See at appellant's motion to modify pge. 3-9 and appellant's reply to respondent's response to motion pge. 1-7.*

B). Second, on the same act above is also an act of fraud, bias, prejudice when the clerk of court concealed and/or failed to cite the RAP directing appellant for the filings appropriately to a Black African Naturalized US Citizen pro se unprofessional at law and to clarify his ruling notices on denying motion for the

filing of designation of clerk's papers and statement of arrangement constitutes also an act of violation of 14th amendment Citizenship Rights which states:

...nor deny to any person within its jurisdiction the equal protection of laws.

Because the act of court clerk for concealed and/or failed to cite RAP to which could or should direct appellant appropriately was issues addressed to a Black African Naturalized US Citizen unprofessional at law, never being at law school with low income statue; the defendants are white business owner people who are and/or represented by professional at law and the judges are the clerks or attorneys, judges involved on decided appellant's review are natural citizens born here in United States with majority white color is act of unequal treatment and protection of law on denying enlargement of time to continue review proceeding, on concealed to city RAP directing appellant and clarifying his ruling notice for the filing of designation of clerk papers and statement of arrangement and on affirming an unfairly ruling of court clerk entered on January 19, 2017 and denying to grant motion to modify for the payment of clerk's papers. By doing so the appellant will lose her appeal's right to protect the wrongdoer defendant from the payment of damages injured appellant of her lawsuit document property that was stolen and detained by defendants. *See at appellant's reply to defendant's response to motion to modify pge. 3-5.* Also in comparting of court of appeals

ruling notice addressed to parties, the court provides more clarification to defendant counsel than to the ruling notice addressing to appellant who paid for the review. For example when you look to the ruling of court clerk April 14, 2017 you are going to see the visibility on ruling notice addressed to defendant is more specific and clear bold font than visibility stated time limit for appellant to reply Appendix A-4. This is also unequal treatment and unequal protection of law. The appellant is also protected under Federal Statute USCO 42 Section 1983 Civil

Right which states:

Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities **secured by the Constitution** and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress...

, for the violation 14th amendment into US Constitution Right.

B). The Supreme Court of the State of Washington should also accept the petition for review under RAP 13.4 (b) (4), issue of substantial public interest to provide fair decision and more clarification on these acts the court of appeals and defendant had done *see at appellant's reply to respondent's response to motion pge. 3-5* before it is being published under RAP 12 for the record of public

interest in the use of citation of case law of this case of *Kay B. Kayongo v*

Westfield, LLC, Andrew Ciarrocchi, Peter E. Sutherland and Lee Smart P.S Inc.

2. The Court of Appeals erred on affirming the ruling of his court clerk of ruling March 17, 2017 and March 28, 2017 to reverse it and grant the appellant's motion to modify the clerk's ruling to allow the payment of the clerk's papers, the filing of designation of clerk papers and the filing of statement of arrangement for verbatim transcript if there were any and/or for the payment of the clerk's papers when the court had done the same act of concealed and/or failed to cite RAP and/or evidence directing the appellant and clarifying his ruling twice on the case of *Kay B. Kayongo v Westfield, LLC* which cause the filing of the previous petition for review and the this one. Appendix A-1, A-2, B-1, C-1, so did the trial court Judge Robinson Palmer this case with cause the appeal by refusing to grant a leave of court to amend and serve the summons and complaint. See at appellant's motion to modify ruling pge. 4 no. 6-8 and appellant's reply to respondent's response to motion pge. 5, RAP 13.4 (b) (3) (4).

A). Between 2014 and 2015, the appellant filed a review brief of the case *Kay B. Kayongo v Westfield, LLC* and the Court of Appeals returned the brief to amend with the checklist of the point need correction without checkmark on argument point line to allow the correction of argument. On July 27, 2015, the Court of Appeals Division One entered opinion by stated:

She also contends *Westfield* fraudulently concealed the identity of the true defendant in this case until after the statute of limitation ran. Because she does not provide argument or citation to the

authority in support of these assignment of error, we did not address them. See RAP 10.3 (a) (6) Appendix C-1

When RAP 10.7 submission of improper brief states that:

If a party submits a brief that fails to comply with the requirements of **Title 10**, the appellate court, on its own initiative or on the motion of a party, may (1) order the brief returned for correction or replacement within a specific time, (2) order the brief stricken from the files with leave to file a new brief within a specific time, or (3) accept the brief.

None of these requirement above were ordered by Court of Appeals Division One and appellant refused or failed to comply with his ruling for the correction of the argument mistake, see appendix C-2 check list from court of appeals without checkmark on argument line without any indication for its correction. *(Will be attached later as soon the court has the appellant's file to retrieve it)*, and this act of court of appeals made the appellant to spend for the filing of the previous unsuccessful petition for review. Alike happened again for not provided RAP directing appellant and clarifying his ruling January 19, 2017, so did the trial court by denying and /or refusing to grant a leave of court to amend complaint, or entered a severance order for the refiling of case which cause

The supreme court should accept and reverse the decision of court of appeals division one and granting an order for the payment of clerk's papers, filing of designation of clerk's papers, and statement of arrangement for payment of clerk and/or statement of arrangement for verbatim transcript if any for the due process

of law and equal protection of law. (*See at appellant's reply to respondent's response to motion to modify ruling of clerk pge. 9-10*). This acts the trial court and court of appeals had done and/or committed violated Federal Statute USCO 42 Section 1983 Civil Right for the violation of appellant's 14th amendment into US Constitution due process of law when the court refused to grant an order for payment of clerk's papers and to cited RAP directing appellant and clarifying its ruling which is also an act of unequal protection of law. *See at appellant's motion to modify the ruling of clerk pge. 3-5 and pge. 9 conclusion, and appellant's reply to respondent's response to motion pge. 4-9*. The complaint has cause of action, prima facie that needed sue process of law for equal protection of law.²

B). B). The Supreme Court of the State of Washington should also accept the petition for review under RAP 13.4 (b) (4), issue of substantial public interest to provide fair decision and more clarification on these acts the court of appeals and defendant had done *see at appellant's reply to respondent's response to motion pge. 3-5* before it is being published under RAP 12 for the record of public interest in the use of citation of case law of this case *of Kay B. Kayongo v Westfield, LLC, Andrew Ciarrocchi, Peter E. Sutherland and Lee Smart P.S Inc.*

3. Example in support of this petition for review and why should the Supreme Court accept the review for the violation of 14th amendment Citizenship Right and issue substantial of public interest.

The Supreme Court should accept this petition for review also because these acts have also happened in other cases the appellant filed with King County Trial court of judge and defendants playing game of providing the consent to amend the complaint within statute of limitation and/or to grant leave of court to amend also the complaint. Such as on case of Kay B. Kayongo v. DV Properties, LLC, the appellant filed and served her complaint in different name, the defendant raise defense of improper of service and lack of jurisdiction of defendant, appellant tried several time to contact defendant attorney Mr. Raymond W. and refused to speak with her, the appellant moved Ex-parte for an order by mail. Ex-parte provided the false order, then defendant answered raised issues of lack of jurisdiction over defendant; insufficiency of service process; insufficiency of process. Appendix D-4 pge 2. The appellant found the proper name and address by March/2012 and contact again the defendant attorney to have the defendant's consent by March/2012 to amend her complaint before the statute of limitation being elapsed by July/2012, Appendix D-2, D-3, D-4, D-5, and D-6. On September 14, 2012, the court dismissed the case without prejudice. Appendix D-1. On September 14, 2015 court of appeals division one entered opinion stated that:

The disposal of Kayongo's property, occurred in July 2009. Kayongo did not file this lawsuit until October 2, 2012..."When an action is dismissed,

the statute of limitation continue to run as though the action had never been brought.” Because Kayongo’s prior suit was dismissed for insufficient service of process in September 2012, the statute of limitation was not tolled. Appendix. D-2.

When the appellant had asked both the defendant a consent to amend the complaint before statute of limitation has elapse by **March 12, 2012**. Appendix D-3 --- CP 132, line 29-31; CP 133, pge. 2; CP 134 pge. 3, line 6-15 and Appendix D-4; Appendix D-5 and Appendix D-6. **So did to Westfield, LLC and court of appeals division one.** If the Supreme Court should accept and grant this petition for review and reverse the decision of court of appeals division one of the ruling of his clerk to allow the payment of the clerk’s papers, designation of clerk’s papers and statement of arrangement for verbatim and/or for payment of clerk, the appellant will be indiscriminate from the prejudice, bias of courts and defendants and her Citizenship Right under 14th Amendment into US Constitution due process of law and equal protection of law will be also indiscriminate from the courts and defendants.

F. CONCLUSION

1). The Supreme Court should accept this petition for review and reverse the decision of Court of Appeals Division One to grant an order allowing the payment of clerk’s papers, filing of designation of clerk’s papers and statement of

arrangement for verbatim if any and/or statement of arrangement for the payment of clerk's papers for the fairness of due process of law and equal protection for the continuance of appellant's appeal proceeding.

2). In contrary to order of indigency for the filing of this petition for review, appellant has sent an e-mail to michelle Obama to sent her a check, to her fellow country and friends to money to pay this petition for review in case a review is not accepted and/or the appeal is completely dismissed, then they can benefit from each word written in her cases for the money they are going to pay for the review.

3). Appellant came to United States, Seattle, Washington in 20 years old with money patent of Registered Nurse graduated in her country. Now she is in 48 years old and since then she has lost her right to job for the work permit was given from United States Government and she paid, right to marriage and have children, right to school, right to have family back to United States or go back to her original land and so on... from state government employees (*I declare under penalty perjury, under the laws of State of Washington that the foregoing is true and correct*).

Date: July 28, 2017

Respectfully submitted,

Benickayongo

Kay B. Kayongo
Pro Se Petitioner

G. APPENDIX

	Pages
1. A-1 -----	1, 2, 5, 6, 14
2. A-2 -----	1, 2, 3, 5, 7, 14
3. A-3 -----	1, 2, 3, 7
4. A-4 -----	7, 13
5. B-1 -----	2, 5, 6, 14
6. C-1 -----	5, 8, 14
7. C-2 -----	8, 5
8. D-1-----	8
9. D-2 -----	8, 17
10. D-3 -----	17, 18
11. D-4 -----	17, 18
12. D-5 -----	14, 18
13. D-6 -----	14, 18

APPENDICES

APPENDIX A-1

June 30, 2017

Ruling of Court of Appeals
Division One's Clerk

RICHARD D. JOHNSON,
Court Administrator/Clerk

The Court of Appeals
of the
State of Washington

DIVISION I
One Union Square
600 University Street
Seattle, WA
98101-4170
(206) 464-7750
TDD: (206) 587-5505

June 30, 2017

Matthew A Quesnell
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Peter E. Sutherland
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Kay B. Kayongo
12714 Lake City Way NE
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osanyibebe@yahoo.com

CASE #: 75819-5-1
Kay B. Kayongo, Pet. v. Westfield LLC, Andrew Ciarrocchi, Peter E. Sutherland, Res.
King County No. 16-2-07434-1 SEA

Counsel:

Please find enclosed a copy of the Order Denying Motion to Modify the Court Administrator/Clerk's ruling entered in the above case today.

The order will become final unless counsel files a petition for review within thirty days from the date of this order. RAP 13.4(a).

Sincerely,



Richard D. Johnson
Court Administrator/Clerk

enclosure

khn

c: The Hon. Palmer Robinson

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION ONE

KAY B. KAYONGO,

Appellant,

v.

WESTFIELD, LLC; ANDREW
CIARROCCHI; PETER SUTHERLAND;
and LEE SMART, P.S., INC.,

Respondents.

No. 75819-5 -I

ORDER DENYING MOTION
TO MODIFY

Appellant Kay Kayongo has moved to modify the court administrator/clerk's March 17, 2017 ruling dismissing her appeal for failure to file the statement of arrangements and designation of clerk's papers. Respondents have filed an answer, and appellant has filed a reply. We have considered the motion under RAP 17.7 and have determined that it should be denied.

Now, therefore, it is hereby

ORDERED that the motion to modify is denied, and the appeal remains dismissed.

Done this 30th day of June, 2017.

Mann, J.

Spear, J.

Schivaller, J.

FILED
COURT OF APPEALS DIV 1
STATE OF WASHINGTON
2017 JUN 30 AM 9:11

APPENDIX A-2

March 17, 2017, Rulings of
Court of Appeals Division
One's clerk

RICHARD D. JOHNSON,
Court Administrator/Clerk

The Court of Appeals
of the
State of Washington

DIVISION I
One Union Square
600 University Street
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March 17, 2017

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Kay B. Kayongo
12714 Lake City Way NE
Seattle, WA 98125

CASE #: 75819-5-1
Kay B. Kayongo, Pet. v. Westfield LLC, Andrew Ciarrocchi, Peter E. Sutherland, Res.

Counsel:

The following notation ruling by Richard D. Johnson, Court Administrator/Clerk of the Court was entered on March 17, 2017, regarding appellant's failure to file the designation of clerk's papers and statement of arrangements by February 6, 2017:

As the conditions of the January 19, 2017 ruling have not been met, the appeal is accordingly dismissed.

Sincerely,



Richard D. Johnson
Court Administrator/Clerk

khn

APPENDIX A-3

March 28, 2017

Ruling of Court of Appeals
Division One's Clerk

RICHARD D. JOHNSON,
Court Administrator/Clerk

*The Court of Appeals
of the
State of Washington*

DIVISION I
One Union Square
600 University Street
Seattle, WA
98101-4170
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March 28, 2017

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Kay B. Kayongo
12714 Lake City Way NE
Seattle, WA 98125
osanyibebe@yahoo.com

CASE #: 75819-5-1
Kay B. Kayongo, Pet. v. Westfield LLC, Andrew Ciarrocchi, Peter E. Sutherland, Res.
King County No. 16-2-07434-1 SEA

Counsel:

The following notation ruling by Richard D. Johnson, Court Administrator/Clerk of the Court was entered on March 24, 2017, regarding appellant's motion for an order allowing the payment of Clerk's Papers after due date:

As the case was dismissed on March 17, 2017, the motion will be placed in the file without action.

Sincerely,



Richard D. Johnson
Court Administrator/Clerk

khn

c: King County Clerk

APPENDIX A-4

April 14, 2017

Ruling of Court of Appeals
Division One's Clerk

RICHARD D. JOHNSON, *Court
Administrator/Clerk*

*The Court of Appeals
of the
State of Washington*

DIVISION I
One Union Square
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April 14, 2017

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Kay B. Kayongo ✓
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osanyibebe@yahoo.com

CASE #: 75819-5-I
Kay B. Kayongo, Pet. v. Westfield LLC, Andrew Ciarrocchi, Peter E. Sutherland, Res.

On April 14, 2017, a motion to modify was filed in the above-referenced case. Any response to the motion is due by **April 24, 2017**. Any reply to the response is due 10 days after the response is filed. After the time period for the reply has passed, the motion will be submitted to a panel of this court for determination without oral argument. RAP 17.5(b). The parties will be notified when a decision on the motion has been entered.

Sincerely,



Richard D. Johnson
Court Administrator/Clerk

khn

APPENDIX B-1

Review of Court of Appeals
Division one's clerk

RICHARD D. JOHNSON,
Court Administrator/Clerk

of the
State of Washington

DIVISION I
One Union Square
600 University Street
Seattle, WA
98101-4170
(206) 464-7750
TDD: (206) 587-5505

January 19, 2017

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Kay B. Kayongo
12714 Lake City Way NE
Seattle, WA 98125


CASE #: 75819-5-1
Kay B. Kayongo, Pet. v. Westfield LLC, Andrew Ciarrocchi, Peter E. Sutherland, Res.

Counsel:

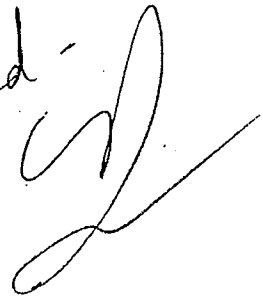
The following notation ruling by Richard D. Johnson, Court Administrator/Clerk of the Court was entered on January 19, 2017, regarding appellant's motion to enlarge time to pay Clerk's Papers until March 16, 2017:

The motion to enlarge the time to pay for the Clerk's Papers is denied. If the Designation of Clerk's Papers and Statement of Arrangements are not filed by February 6, 2017, the case is subject to dismissal without further notice.

Sincerely,


Richard D. Johnson
Court Administrator/Clerk

khn

3-17-17
As the conditions of the
1-19-17 ruling have not been
met, the appeal is accordingly
dismissed -


APPENDIX C-1

July 27, 2015
Court of appeals Division
One's opinion

is Westfield Property Management LLC, not Westfield LLC. Samples stated that her duties involve screening telephone calls and sorting mail. Samples testified she is "not a personal secretary for Mr. Ciarrocchi" and is "not an authorized agent for Westfield, LLC for the service of a summons and complaint in legal actions." According to Samples, the process server simply asked whether she was "the receptionist" and then placed the summons and complaint on her desk and left. Samples testified, in pertinent part:

On May 29, 2013, while seated at my desk at the Westfield offices, I was approached by a woman who asked if I was the receptionist. When I said, "Yes," she laid papers down on my desk and then left without further explanation. . . . Having no legal training, it was difficult for me to understand what the documents were. Many of them were handwritten, and they included medical records and letters. Having ascertained that the documents were legal in nature, I left them on the desk of Andrew Ciarrocchi, the mall manager.

In addition, Ciarrocchi testified that Samples is "an office receptionist," is not authorized to accept service of process on behalf of Westfield, and "is not even an employee of Westfield, LLC."²

Fox v. Sunmaster Products, Inc., 63 Wn. App. 561, 821 P.2d 502 (1991), is analogous.³ In Fox, we held that service of process on a foreign corporation was ineffective under RCW 4.28.080(10) where the summons and complaint were delivered to a receptionist employed by the defendant's parent corporation. Fox, 63 Wn. App. at

² Kayongo contends the court erred in considering the declarations of Samples and Ciarrocchi. She also contends Westfield fraudulently concealed the identity of the true defendant in this case until after the statute of limitations ran. Because she does not provide argument or citation to authority in support of these assignments of error, we do not address them. See RAP 10.3(a)(6); Regan v. McLachlan, 163 Wn. App. 171, 178, 257 P.3d 1122 (2011) ("We will not address issues raised without proper citation to legal authority.").

³ The case Westfield relies on, Lockhart v. Burlington Northern Railroad, 50 Wn. App. 809, 750 P.2d 1299 (1988), is inapposite. In Lockhart, the defendant was not a foreign corporation and the court's analysis was based on a different subcategory of RCW 4.28.080 that governs service of process on a railroad company. Lockhart, 50 Wn. App. at 812 (citing RCW 4.28.080(4)).

APPENDIX C-2

Checklist from Court of Appeals
Division one for brief of appellant
is correction without check
mark to correct Brief
argument. (will be attached later on)

APPENDIX D.

1. The named defendants in the plaintiff's complaint are fictional entities that do not exist. Plaintiff has attempted to bring suit against her former landlord, DV Properties, LLC, but has not named the correct party as a defendant. Since no actual person or entity is named as a defendant the plaintiff has failed to set forth sufficient allegations of fact upon which relief can be granted.

2. Pursuant to CR 4(d)(4) the plaintiff presented declarations in support of her motions for an order allowing her to serve the summons and complaint herein by mail. None of the declarations state that the defendant cannot be found in the State of Washington; that the defendant is not a resident of the State of Washington; that the defendant was concealing himself; that the defendant had exercised diligent effort to locate the defendant; and that the defendant is acting to avoid service of process. In addition, the defendant failed to state in her declarations that the case was one of the types listed in

RCW 4.28.100. *Despite a notice of appearance filed by defense counsel on 4/28/11 no notice was given to counsel of any ex parte motions.*

3. DV Properties, LLC is a Washington Limited Liability Company in existence since 2002, with a registered office located at 1120 S.W. 16th Street, Suite 1A, Renton, Washington. The registered agent is Vincent Sposari, who is frequently at this office. The name of the plaintiff's former landlord, the name of its registered agent, and the address of its registered address are all matters of public record, readily available to Ms. Kayongo

4. The form of Summons by Mail used by plaintiff was in a form used in dissolution of marriage cases and does not meet the requirements of CR 4.

Based on the above findings, IT IS ORDERED:

1. Defendant's motion is granted.

ORDER OF DISMISSAL - 2

RAYMOND J. WALTERS, ATTORNEY
9728 GREENWOOD AVE. NORTH, SUITE A
SEATTLE, WA 98103
(206)634-2600/fax (206)632-3863

APPENDIX D-2

September 14, 2015 part of court
of appeals Division one's opinion
Kay B. Kaypro v DV Properties, LLC

No. 72341-3-1/5

limitations, the disposal of Kayongo's property, occurred in July 2009. Kayongo did not file this lawsuit until October 2012. Because Kayongo's lawsuit was properly dismissed on statute of limitations grounds, Judge Oishi did not err.

Kayongo appears to assert that the statute of limitations was tolled by the filing of her prior suit against DV Properties in 2011. Kayongo is incorrect. "When an action is dismissed, the statute of limitations continues to run as though the action had never been brought."¹¹ Because Kayongo's prior suit was dismissed for insufficient service of process in September 2012, the statute of limitations was not tolled.

Kayongo's remaining arguments involve Judge Oishi's finding that her June 5, 2014 motion to vacate was untimely under CR 60(b), which requires that motions to vacate on certain grounds be brought within one year of the judgment. Because the motion to vacate was properly denied due to Kayongo's failure to comply with the statute of limitations, we need not address this issue.¹²

Judge Oishi also did not err in denying Kayongo's motion for revision of Commissioner Bradburn-Johnson's order. RCW 2.24.050 requires a motion for revision to be filed within 10 days from the entry of the order or judgment of the court commissioner. A superior court lacks the authority to extend the deadline for consideration of a motion for revision beyond the 10-day limit.¹³ Because

¹¹ Fittro v. Alcombrack, 23 Wn. App. 178, 180, 596 P.2d 665 (1979).

¹² See Wash. Fed'n of State Emps. v. State Dep't of Gen. Admin., 152 Wn. App. 368, 378, 216 P.3d 1061 (2009) (a reviewing court may affirm the trial court on any grounds supported by the record).

¹³ In re Marriage of Robertson, 113 Wn. App. 711, 714-15, 54 P.3d 708 (2002).

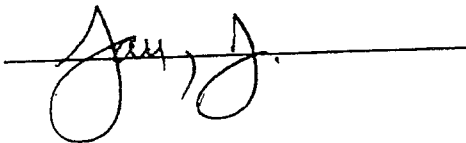
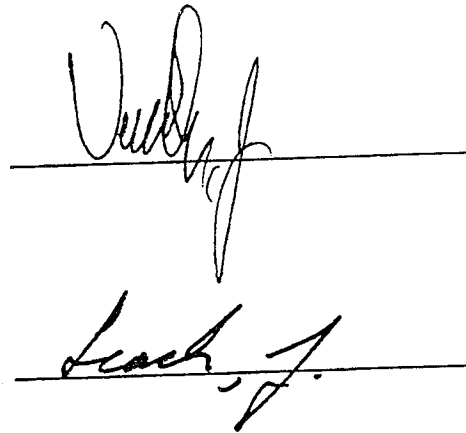
No. 72341-3-1/6

Commissioner Bradburn-Johnson's order was entered March 11, 2014, Kayongo had until March 21, 2014 to seek revision. She did not do so until July 2, 2014. Thus, her motion was untimely and the superior court did not err in denying it.

Because Kayongo's remaining claims involve challenges to orders other than the two July 11, 2014 orders or matters that were not before the trial court, this court will not consider them. Though mindful of Kayongo's pro se status, pro se litigants are held to the same standards as attorneys and must comply with all procedural rules on appeal.¹⁴

We affirm the superior court's orders denying Kayongo's motions for reconsideration and revision.

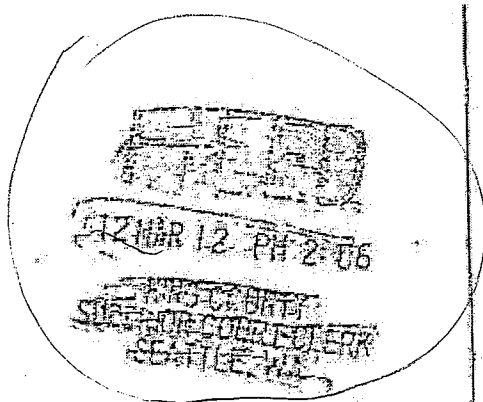
WE CONCUR:

A handwritten signature in cursive script, appearing to be "Jan J.", written over a horizontal line.Two handwritten signatures in cursive script, one above the other, each written over a horizontal line. The top signature is more stylized, and the bottom one appears to be "Leach, J.".

¹⁴ In re Marriage of Olson, 69 Wn. App. 621, 626, 850 P.2d 527 (1993).

APPENDIX D-3

Denial of defendant attorney
Raymond Walters, Refusal for
Court to grant an order to Reply
his affirmative defense and
counterclaim



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

KAY B. KAYONGO
Plaintiff (s)

VS
DV. PROPERTIES
(Julian Apartment et al)
Defendant (s)

NO: 11-2-14702-0 SEA
DENIAL OF DEFENDANT
ATTORNEY'S REFUSAL FOR COURT
TO GRANT AN ORDER TO REPLY
HIS AFFIRMATIVE DEFENSES
AND COUNTERCLAIM

I STATEMENT

1. The refusal of the defendant attorney of DV PROPERTIES for the court to grant an order to reply (Julian Apartment et al) does not make sense because he is the one who raised issues of affirmative defenses and counterclaim (I cite the answer pursuant to CR. 10 (C) Adoption by Reference: issue upon which the court can rule is on plaintiff's motion for an order to reply page 2, line number 3-6, " grant an order to reply the defendant's counterclaim and affirmative defenses, which detailed on page (1) of motion to reply, line number 23-29 and page 2, line number 1-2", and on proposed order. if you did not get the proposed order, I enclose attached one, left accidentally.

2. If the defendant attorney refused for the court to grant order that means he wanted to defeat my claim because I have evidences that have been found and that need to be amended and supplemented to the original complaint for the issues the-

1 defendant attorney raised. How can I present those evidences if he does not want
2 the court grants to me a permission to present them to him? Does he want me to
3 lose my claim because of its raised issues? if he read my complaint, what does he
4 think if all those loss happened to him? Would he be happy for someone to
5 dismiss his claim because the raised issues when they can be modified or
6 supplemented them? If so, I wish for defendant attorney to give to landlord DV
7 PROPERTIES every thing he has from the house/or apartment to his office, and
8 his attorney license and work permit, then being a homeless on the street where
9 he is going to find the people to take care of him in moon, and for the police
10 officers to arrest him take him jail or to the hospital to take the medication when
11 he is not sick for him to forget the loss he had from the DV PROPERTIES ET
12 AL and to make landlord enjoy his stuffs.

13 II EVIDENCE TO PRESENT

- 14
- 15
- 16 1. I have a copy of lease agreement with an appropriate name of landlord and
17 address: DV PROPERTIES, 1120 SW 16th St Suite 1A, Renton-WA-98057, but
18 on the lease agreement zip code is 98055, which could not match with the address
19 on the lease agreement. Lease agreement is to support the lack of jurisdiction over
20 defendant which led to insufficiency of service and insufficiency of process.
- 21 2. I have a copy of invoice of rental payment, the debt I owe to DV PROPERTIES
22 (the Julian Apartment) to which my personal properties were on hold for six
23 months as consideration that I am going to come to pay and get my stuff back (to
24 support breach of contract).
- 25 3. I also have a copy of my certificate of US naturalization citizenship to show DV
26 PROPERTIES (Julian Apartment) that they did not donate my stuffs to charity
27 goodwill but they stole them (theft, robbery) which was found under a black
28 plastic bag I left on the sidewalk by Julian Apartment locate at 3249 S. 160th St.,
29 Sea-Tac, WA 98188. The certificate does not have Julian Apartment address on it,
30 no one knew that the black plastic bag was mine, even though I wrote down on a
31 piece of carton "Julian Apartment my stuff back, put it here I go to get some food,

1 and I am coming back to pick them up (Kay Former # 204). Goodwill where Mr.
2 Kyle donate my personal properties as he told me, told his boss Mr. Sposari, and
3 my fellow country Alphonse Muanda, did not have my name or my address or
4 know that the black plastic bag was mine to put the certificate. My friend to
5 whom I gave my stuffs to keep for me before Mr. Kyle holds them, Mr. Kayengo

6 is no longer in state. The same day 02-26-2012, Mr. Kyle was on the complex
7 Julian apartment locate at SeaTac. I saw him. He asked me (while being on
8 sidewalk wait to see who put my US certificate naturalization under the black
9 plastic bag) what you are doing here, "you are crazy, go I am going to call police
10 for you. I said thank you, I am crazy, and I am here to know who put the
11 certificate under a black plastic and I need my stuffs back" (this is to support
12 fraudulent Misrepresentation and the daily missing of the use of my personal
13 properties). DV PROPERTIES ET AL stole my stuffs, they must admit.

- 14 4. I enclose the documents I wanted to present to the defendant attorney and court
15 through an order to reply for the clarification and support of my claim.

16 III DISCOVERY

- 17
- 18 1. The defendant failed to date his answer papers, which gave me difficult to know
19 the reply statute of limitation (CR 11)
 - 20 2. The defendant failed to apply the statutes and rule codes allowed him to raise
21 issues on the answer papers. (CR 11)
 - 22 3. The defendant also failed to follow the format requirements under CR 10 (e) (6)
- 23

24 IV CONCLUSION

25 I need whether the court should grant an order to reply the affirmative defenses and
26 counterclaim of the issues the defendant attorney raised from my complaint.
27
28
29
30
31

RESIDENTIAL RENTAL AGREEMENT/SECURITY DEPOSIT RECEIPT

THIS AGREEMENT made this 5th day of MAY 2008 between OWEN PROPERTIES INC (hereinafter called "Landlord") and RAUL KAVRANCO (hereinafter called "Tenant"), for rental Property located at 6042 1/2 1st Ave SE Apt. 204 in the City of SEA TAC County, Washington

TERMS: The term of this Agreement shall be (check one):

() a month-to-month tenancy beginning

(x) a lease for a term of 12 months beginning MAY 5 2008 and ending APRIL 30 2009

IF THIS AGREEMENT IS A LEASE, CHECK ONE OF THE FOLLOWING: Upon the expiration of the term of this Lease:

() Upon expiration of the above-stated initial term of Lease, this Agreement shall revert to a month-to-month tenancy on the same terms and conditions as this Agreement except as may be amended by Landlord upon thirty days' written notice, OR

() Upon expiration of the above-stated initial term of Lease, all Tenant's rights to occupy the premises shall cease without right to extend the term hereof.

1. RENTS: Tenant shall pay monthly rent in the amount of \$ 650.00 payable in advance by the 1 day of each and every month during said term to Landlord at 1100 SW Washington St Washington, or any such other place that the Landlord may from time to time designate. Any rent unpaid by the due date is deemed delinquent. RENTON 97055

(Insert Tenant's Initials if Applicable) Tenant has made a partial prepayment of last month's rent of \$ 50.00. Any prepayments of last month's rent shall be credited towards said last month's rent, but shall not constitute payment in full in such case where the rent has increased prior to its application.

Without waiver of any rights or claims relating out of delinquent rent, including but not limited to issuance of a Three Day Notice to Pay Rent or Vacate immediately upon any rent delinquency, rent received up or after the 10 of each month shall result in an assessment against Tenant of a late payment charge plus a 5.00 each additional day thereafter rent remains delinquent. The late payment charge must be paid at the time the delinquent rent is paid. Any dishonored check shall be treated as rent unpaid and shall be subject to the aforementioned late payment charge, plus a 5.00 fee for special handling. Should Tenant submit a check which is dishonored or returned or insufficient funds, or should Tenant make a tender of payment to cure any default such as following receipt of a Day or Vacate Notice, Tenant shall make any payment curing be default by cash or certified check.

If for reason of non-payment of rent Landlord shall give a statutory Three (3) Day Notice to Pay Rent or Vacate, or if Landlord shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq., or RCW 59.18 et seq., Tenant agrees to pay in addition to the delinquent rent and late payment charges provided for above, the sum of \$ 50.00 on preparing and giving the notice, which shall be paid by the deadline for compliance with the Notice.

2. DEPOSIT: Tenant agrees to pay the sum of \$ 300.00 as a deposit for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges. Tenant agrees that the sum shall be deposited by Landlord in a trust account with Commerce Bank, whose address is 1201. This deposit does not limit Landlord's rights or Tenant's obligations hereunder. Landlord shall give an itemized statement for retaining any of the deposit, together with any refund owing to Tenant within 14 days after termination of this Agreement and cessation of the premises, conditional upon Tenant's compliance with this Agreement and the following:

(1) Tenant shall have complied with all the conditions of this Agreement.

(2) Except for charges imposed pursuant to paragraph #4 hereof, Tenant shall clean and restore the premises to its condition at the commencement of this tenancy as evidenced by the Inspection Checklist, which shall be considered a portion of this Agreement, less wear and tear from normal usage. Tenant agrees that such a charge is not wear and tear from normal usage and agrees to professionally shampoo carpet and dry-clean drapes, or part of the cleaning and restoring the premises to its condition at the commencement of this tenancy and provide a receipt showing the same.

(3) Tenant shall replace or repair any missing or damaged personal property provided by the owner, including keys.

(4) Labor for cleaning and repairing the premises shall be at the rate of \$ 50.00 per hour, including labor performed by parties other than Landlord or agent, which shall be assessed at its actual cost.

(5) If Tenant vacates the premises prior to the end of the term, Tenant shall forfeit the sum of \$ Deposit. This paragraph shall not apply to month-to-month agreements for properties located within the City of Seattle.

3. NON-REFUNDABLE CHARGES AND/OR PROCESSING FEES: Tenant to Initial if Applicable: KK Tenant agrees to pay the sum of \$ 150.00 as a non-refundable charge which shall be used for cleaning which sum shall not be refunded under any circumstances. Landlord is the right to proceed against Tenant to recover costs for any items or damages not covered by this fee.

4. TERMINATION OF TENANCIES: If this is a month-to-month tenancy, termination shall be by written notice of at least twenty (20) days before the end of any monthly rental week, given by either party to the other. If Tenant vacates the premises prior to the expiration hereof or without notice as required by this paragraph, tenant shall be liable for additional rent as provided for in RCW 59.18-310. Any notice of termination must provide for the vacation of the premises by all occupants unless otherwise agreed to by Landlord writing.

5. DAMAGE: Tenant has inspected the premises and acknowledges that they are in good condition. Tenant shall maintain the premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor coverings, and all personal property provided by Landlord, throughout the term of this Agreement and upon surrendering the premises to Landlord. Any exceptions regarding the condition of the tenancy at the commencement hereof are noted on the attached Property Condition Report, which will be used to determine the refund of deposit at the end of this tenancy. Any omissions on the Property Condition Report must be reported to Landlord within three (3) days after occupancy of the premises.

6. It is the responsibility of Tenant to maintain all smoke detectors in operating condition. This provision shall not be construed as a waiver by Tenant of his or her legal rights. There is been provided with operable smoke detector device(s), the maintenance of which shall be the Tenant's responsibility (including replacement of batteries). Any Tenant failing to comply can be fined up to \$100.00 in accordance with RCW 46.40.140/WAC 212.10.050.

7. USE/ASSIGNMENTS OR SUB-LETTING: Tenant shall not use the premises for any business purpose. Tenant shall not assign this Agreement, sublet the premises, give commingled to any roomers or lodgers, or permit the premises to be used for any purpose other than as the primary full time residence for the following named persons: Raul Kavranco. All changes in occupancy require written approval of landlord. In the event that Tenant contemplates a change in occupants or marital status during the term of this Agreement, a new rental Agreement shall be drawn and signed by occupants.

8. UTILITY CHARGES: Tenant agrees to pay all utilities, including but not limited to electricity, garbage, sewer, water, gas, natural gas, oil, and cable television used in or argued against the premises during the term of this agreement except: Garbage sewer water

9. DELIVERY OF PREMISES: If for any reason whatsoever Landlord does not deliver possession of the premises on the commencement of the term of this Agreement, rent shall be prorated until such time as Landlord tenders possession. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. In event that Landlord is liable to Tenant for damages caused by failure to deliver possession of the premises, if possession of the premises is not tendered within 10 days of the commencement of the term of this Agreement, Tenant may terminate this Agreement by giving written notice to Landlord, and any monies paid by Tenant to Landlord shall be refunded to Tenant.

10. PETS AND ANIMALS: Tenant shall maintain no pets or animals (including roommates, reptiles, birds, fish, rodents and insects) upon the premises, nor allow visitors or contractors to do so without Landlord's prior written consent, either case.

11. ATTORNEY'S FEES: In the event any action, suit or proceeding is instituted to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs incurred. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. It is agreed that venue for any legal action brought to enforce the terms of this Agreement shall be in the District or Superior Court with jurisdiction over the area in which the premises are located, and that Landlord shall obtain supplementary civil reports at any time within one year of Tenant's occupancy of the premises at Landlord's expense.

12. NON-WAIVER OF BREACH AND SEVERABILITY: The failure of Landlord to insist upon the strict performance of any term of this Agreement, or to exercise any other herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any of such term or Agreement, but the same shall remain in full force and effect. In the event that any one or more of provisions contained in this Agreement shall be held invalid in any respect, such provisions shall be modified to the extent necessary to make it valid and enforceable and the invalidity shall not affect any other provision of this Agreement, the balance of which shall be construed as if such valid provision had never been contained herein.

BEST AVAILABLE IMAGE POSSIBLE

13. WATER HEATER PURSUANT TO RCW 15.77, the State of Washington requires that upon occupancy, the temperature control in an accessible on-site hot-water heater within a rental dwelling be set not higher than a 120 degree Fahrenheit. Tenant acknowledges that, if accessible, Tenant has inspected the hot-water heater and to the best of Tenant's knowledge does not believe it to be set higher than 120 degrees Fahrenheit.

14. STORAGE AND PARKING: The premises let pursuant to this Agreement includes parking spaces _____ and storage locker _____ all Tenant's obligations pursuant to this Agreement shall extend to said storage locker and/or parking spaces. If Tenant elects to store personal property on the premises, Tenant recognizes that he or she does so at his or her own risk, and hereby releases Landlord and agent from any and all claims for damage arising out of the loss or damage to goods in storage for whatever reason. Tenant agrees not to store any hazardous materials on the premises or property.

15. LIABILITY: Tenant agrees that all personal property in the Apartment or stored on the premises shall be at the risk of Tenant. Tenant further agrees not to hold Landlord liable in any manner for loss or damage to any loss or damage sustained by action of any third party, fire, water, theft, or the elements or for loss of any articles from any cause, from said Apartment or any other part of said building. Neither shall Landlord be liable for any injury to the Tenant, his or her family, guests, employees, or any person entering the apartment, building, or property of which the Apartment is a part. Landlord recommends that Tenant obtain renters' insurance to protect Tenant's personal property and to cover Tenant's liability. Tenant agrees to obtain insurance protecting the premises from loss or damage caused by Tenant or Tenant's employees. Tenant is responsible for all damage caused the premises, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement thereof, regardless of whether the damage or damage was caused voluntarily, involuntarily, or from vandalism.

16. TENANT'S OBLIGATIONS: Tenant agrees as follows:

- a) To pay all rent and other charges promptly when due or assessed, including without limitation for which Tenant is responsible. Tenant agrees to reimburse Landlord upon demand, proof that any utilities, assessments or charges have been paid to ensure all removal rental agreements upon request.
- b) To maintain the temperature of the premises at such a level to prevent breakage of pipes or other damage to the premises.
- c) Not to do or keep anything in or about the premises which will increase the present insurance rate. Tenant agrees to reimburse Landlord for any increase that might occur for violation of this rule.
- d) To properly dispose of all rubbish, garbage, and other waste in reasonable and regular intervals and to assume all costs of transportation and purification for infestations caused by Tenant.
- e) Not to intentionally or negligently destroy, deface, damage, repair or remove any part of the structure or dwelling, including the fixtures, equipment, furniture, furnishings, locks and appliances, or permit any member of Tenant's family, invitee, licensee, or any person under Tenant's control to do so, and agree to notify Landlord of any such damage that occurs. To report to Landlord's expense any damage to the premises caused by Tenant's use or neglect within the time period provided by written notice from Landlord requiring such action.
- f) To permit Landlord, his or her agent, employees, or representatives to enter the premises at reasonable times after notice as provided in the Residential Landlord-Tenant Act and to permit Landlord to show the premises to prospective tenants.
- g) Tenant understands that this tenancy shall terminate at _____ p.m. on the last day of occupancy. It is Tenant's obligation to leave the unit vacant and thoroughly clean by that hour.
 - h) To permit Landlord to display "for rent" or "for sale" signs at any time during a tenancy.
- h) Not to install a water bed without the prior written approval of Landlord. If permission is granted to use a waterbed, Tenant shall obtain an insurance policy to protect Landlord from any damage which may be caused thereby.
- i) Not to make any alterations, additions, painting or improvements to the premises, nor to change or add additional locks, nor change or add telephone or cable TV jacks, without the prior written approval of Landlord. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Tenant and shall become the property of Landlord. They shall remain in and be maintained with the premises upon vacancy. Tenant is responsible for any damage caused by the use of tools, nails, or nails, or nails or woodwork.
- k) To notify Landlord immediately in writing of any necessary repairs or damage to the premises such as leaking pipes, toilets, faucets, etc.
- l) To comply with all laws and ordinances and the conditions of all proper notices in addition thereto to have no rules on the premises, to give notice and to comply with laws and ordinances which for any commercial purpose without Landlord's written consent.
 - m) Not to install any wires, cables or conduits for radio or television purposes on the roof or other parts of the building without Landlord's permission.
 - n) Not to permit unlicensed occupants on the premises. Tenant may have guests stay a maximum of _____ days without authorization by Landlord. When not authorized in writing by Landlord, additional occupants shall be subject to a per day charge of \$ _____.
 - o) If applicable, the laundry room shall be cleaned after each use. Laundry facilities shall not be used by non-tenants or for commercial purposes.
 - p) Not to store anything from windows and/or balconies.
 - q) Not to store bicycles or other personal effects in halls, stairways, elevator, laundry room, public areas, or areas of the dwelling such as deck open to view other than as specifically designated by Landlord, nor to store belongings in garages, sheds or basins.
 - r) No signs or placards may be posted on or about the building or premises.
 - s) The laundry and its facilities shall be used only for washing and drying of the usual personal and household articles. No cleaning with industrial-size materials or drying of clothes in washing machines is permitted.
- m) Tenant, family and guests shall have due regard for the peace and enjoyment of other tenants in the Building. The level of noise created by any tenant, within or outside any unit, whether it originates from television, stereo, conversation or any other source must be such that it cannot be heard in any other tenant's unit between the hours of _____ and _____.
- n) To keep the Apartment, parking area, public and/or common, and storage area, including stairways, appliances, floor coverings, and equipment in good repair and in a clean and sanitary condition.
- o) To conform to the rules and regulations adopted by Landlord which supplement this Agreement, including pool and/or recreation facility rules. Landlord's rules and regulations may be modified upon 30 days' written notice.
- p) Tenant shall maintain liability insurance and coverage on all motor vehicles brought onto the premises and shall provide Landlord proof upon request.
- q) Tenant shall not block open or provide access through any security doors, nor shall Tenant disable any security devices on the premises.
- r) In addition to other rights of entry, Tenant shall permit Landlord or agent(s) to enter to inspect and clean climate control systems every six months.
- s) Upper floor apartments shall not operate dishwashers between 10:00 p.m. and 9:00 a.m.

ADDITIONALLY, if the dwelling which is the subject of this agreement is a single family residence, or if Landlord and Tenant agree, the following additional obligations of Tenant shall apply. Landlord's initials: _____ Tenant's initials: _____

- a) To provide and maintain receptacles for garbage and trash and to comply for collection of the same.
- b) To mow and water the grass and lawn and keep the grass, lawn, trees, bushes, flowers and shrubbery in good order and condition, and to keep the sidewalks or paths surrounding the premises free and clear of all obstructions, snow and ice.
- c) To protect against freezing of water pipes and drain pipes and storage of same in and about the premises. If water pipes or waste pipes are frozen or become clogged due to neglect of Tenant, Tenant agrees to repair same at Tenant's expense, as well as all damage caused thereby.

17. DESTRUCTION OF PREMISES: If the premises are destroyed or damaged by fire, the elements, or other causes to an extent rendering the same untenantable, the term of this agreement shall cease, without liability of either party to the other for termination of this tenancy, but not affecting any other rights of either.

18. SUMMARY OF FUNDS RECEIVED:

Item	Charge	Payment	Quality
First Month's Rent	1250	1250	2
Last Month's Rent (if applicable)	-	-	-
Non-Refundable Fees	150	150	2
Refundable Security Deposit	2500	2500	2
Other Payments (describe)	10.00	10.00	2
Total:			

Paid in Full 5/16/08

19. THE FOLLOWING DOCUMENTS ARE PART OF THIS AGREEMENT; TENANT ACKNOWLEDGES RECEIPT OF THE SAME:
 () Property Condition Report () Rules & Regulations () Pet Addendum
 () DCMA Landlord-Tenant Law Summaries () Attorney General's Landlord-Tenant Law Summaries
 () Disclosure of Information on Lead Based Paint and/or Lead Based Paint Hazards and EPA Structure Protect Your Family from Lead in Your Home
 () Other _____

IN WITNESS WHEREOF, the parties have entered this Agreement this _____ day and year first above written.

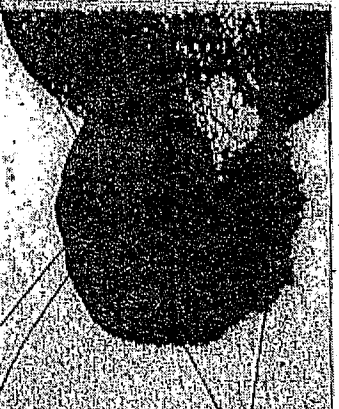
 Landlord/Agent
 Date: _____

 Tenant
 Date: _____

REPUBLIC OF THE UNITED STATES OF AMERICA

IT IS FORSHORE BY U. S. LAW TO HOLD
PRINT OF PHOTOGRAPH THIS CERTIFICATE
WITHOUT A VALID PASSPORT

George Jones



Kay Bence Karpis

APRIL 19 1936

WASHINGTON

U. S. DEPARTMENT OF JUSTICE
IMMIGRATION AND NATURALIZATION SERVICE

JAY BENCE KARPIS

SEATTLE WASHINGTON

Kay Bence Karpis

U. S. DEPARTMENT OF JUSTICE
IMMIGRATION AND NATURALIZATION SERVICE

No. 27 329 806

U. S. DEPARTMENT OF JUSTICE
IMMIGRATION AND NATURALIZATION SERVICE

3

2

APPENDIX 0-4

Request of defendant's consent
to amend the plaintiff's
complaint pursuant to CR 15

FILED
12 SEP 10 AM 11:18
KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

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5 IN THE SUPERIOR COURT OF STATE OF WASHINGTON IN
6 AND FOR KING COUNTY.

7 KAY B. KAYONGO
8 PLAINTIFF

9 V.

10 JULIAN APARTMENT ET AL
11 DEFENDANT(S)

No. 11-2-14402-0 SEA.

REQUEST OF DEFENDANT'S
CONSENT TO AMEND THE
PLAINTIFF'S COMPLAINT
PURSUANT TO CR 15.
NOTICE

12 The plaintiff is requesting the defendant's consent
13 to amend her complaint pursuant to:

14 1. CR 15(a) --- "Otherwise, a party may amend the
15 party's pleading only by leaving of court
16 or by WRITTEN CONSENT OF ADVERSE PARTY,
17 and the leave shall be freely given when the
18 justice ~~of~~ ~~the~~ so requires,"

19
20 2. CR 15(c) Relation Back of Amendments.

21 "Whenever the claim or defense asserted
22 in the amended pleading arose out of the
23 conduct, transaction, or occurrence set
24 forth or attempted to be set forth in the
25 original pleading, the amendment relates
26 back to the date of the original pleading.
27 Amendment changing the party against
28 whom a claim is asserted relates back →
29
30

31 NOTICE REQUESTING DEFENDANT'S CONSENT TO AMEND - #

1 If the foregoing provision is satisfied and,
2 within the period provided by law for
3 commencing the action against him, the party
4 to be brought in by amendment (1) has received
5 such notice of the institution of the action
6 that he will not be prejudiced in main-
7 taining his defense on merits, and
8 (2) knew or should have known that,
9 but for a mistake concerning the identity
10 of the proper party, the action would
11 have been brought against him."

12 3. CR 15 (e) Interlineation. No amendments
13 shall be made to any pleading by erasing
14 or adding words to the original on
15 file without first obtaining leave of
16 court.
17

18 These are the reasons I am requesting
19 you (defendant) consent to amend my
20 complaint and summons for the mistakes
21 were done before the discovery of the
22 real party and real address which
23 caused the raised issues of:

- 24 * lack of jurisdiction over defendant
- 25 * Inefficiency of service process
- 26 * Inefficiency of process and also
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NOTICE REQUESTING DEFENDANT'S CONSENT TO
AMEND — 2

1 to correct failure to state the claim upon which
2 the relief can be granted before the your
3 dismissal order be entered, and the discovery
4 of real party and real address were found
5 by plaintiff through the LEASE AGREEMENT less
6 than 90 days after the defendant's answer, which
7 also on the COURT FILE SINCE 03-19-2012 pursuant
8 to CR 10(c) Adoption by Reference: EXHIBITS: The
9 statement in a pleading may be adopted by
10 reference in a different part of the same pleading
11 or another pleading or in motion. A copy of
12 any written instrument to a pleading is part
13 thereof for all purposes.

14 If your (defendant) written consent is impossible,
15 I would NEED A TRIAL COURT then leave of court,
16 by requesting an oral motion through the court
17 to amend the complaint and summons pursuant to
18 CR 15 due to prejudice, lack of knowledge
19 unprofessional in law, race as black and theft
20 of my personal property which the defendant
21 used RCW 59.18.310 to take and theft there as
22 a disposal of abandonment of personal property
23 into the apartment where as my personal
24 property was left at Julian Apartment Storage
25 under contract to keep them for 6 months, which
26 was done in presence of myself, Mr. Kyle.

NOTICE REQUESTING DEFENDANT'S CONSENT TO AMEND

1 and Mr. Kyle's friend lives in the Julian
2 Apartment.

3 I enclose also the documents that need
4 to be filed with the court clerk as
5 amended documents through your
6 (defendant) ~~written~~ written consent or
7 through ~~of~~ the leave of court up on motion
8 because the lease agreement with real party
9 and real ^{address} party was found and is on court
10 clerk file since 03-12-2012 before you &
11 (defendant) sought a dismissal order, and
12 before the court enters a dismissal order.

13 Dated 09-09-2012

14 Sign Berice Kayongo

15 Name: Kay B. Kayongo
16 pro se

17 Address: 3104 NE 125th St.
18 Seattle, WA 98125

19 Telephone: (206) 440-1440

20 E-mail: osanyikeke@yahoo.
21 com.

22
23
24
25 NOTICE REQUESTING DEFENDANT'S CONSENT
26 TO AMEND — 4



Mr. Rooter
PLUMBING

Mr. Vincent Sposari • President

800-845-3107 • 425-226-0603 • Fax 425-226-1137

1120 SW 16th St., Suite 1A • Renton, WA 98057

www.mrrooter.com/seattle

Lic #MRROOP*022NE
A Locally Owned and Operated Franchise



Mr. Rooter
PLUMBING

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I want also to amend

the address was given by

Mr. Vincent Sposari, which is on

his business card

To

Address on the lease agreement

OV PROPERTIES

1120 SW 16th St.

Suite 1A

Renton, WA 98055

APPENDIX D-5

Plaintiff's confirmation to
Request leave of Court to
amend the pleading pursuant
to CR 15

FILED

12 SEP 12 AM 10:18

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

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

KAY B. KAYONGO,

Plaintiff,

vs.

JULIAN APARTMENT ET AL

(DV PROPERTIES),

Defendant

Case No.: TT-2-14402-0 SEA

PLAINTIFF'S CONFIRMATION TO
REQUEST LEAVE OF COURT TO AMEND
THE PLEADING PURSUANT TO CR 15 A.F.
TRIAL

Plaintiff confirms the request in to leave of court to amend for the defendant's raised issues of
insufficiency of service of process, insufficiency of process, lack of jurisdiction over defendant
and failure to state the claim upon which the relief can be granted pursuant to CR 15 (a), (c), and
(e) for the following reasons:

1. The defendant criminally THEFT my personal property by using Washington State
Statutory law RCW 9A.02.010 that my personal property was abandoned into the
apartment, and THEY DO NOT HAVE ANY EVIDENCE TO SHOW THAT MY
PERSONAL PROPERTY WAS ABANDONED. It is as I (plaintiff) go to GOODWILL
STORE AND STOLE the clothing and shoes, they catch me, and call police, I am going
to be arrested and being charged of CRIMINAL THEFT
2. Mr. Vincent Sposari gave me a false (wrong) business card, which is different from
LANDLORD NAME AND ADDRESS written on Lease Agreement.

CONFIRMATION TO AMEND PLEADING AT TRIAL - 1.

- 1 3. I am unprofessional in law, but I have novice business law knowledge from Renton
2 Technical College while studying Office Administration Management, and from
3 University of Phoenix while studying Business Administration which helped me to file
4 this lawsuit in my own.
5 4. I do not have money to pay lawyer due to theft of my personal property from landlord
6 Julian apartment (DV PROPERTIES), or money to appeal. I once sought from
7 Neighborhood Clinic a legal advisor, that white lawyer man advisor was against me by
8 defending the opposing party. I need all to find a minority lawyer for help, but could not
9 find any.
10 5. I am black from Africa, unemployed since a few months of moving into Julian Apartment
11 until today.

CONCLUSION

9 My (plaintiff) personal property was theft under WA STATUTORY LAW by defendant without
10 case law to theft them, and the defendant raised issues under WASHINGTON STATE COURT
11 JURISDICTION RULE LAW that need to be amended pursuant to CR 15 through the written
12 consent of defendant or upon motion by court order
13 CR 15 (a): otherwise, a party may amend the party's pleading only by leave of court or by
14 written consent of the adverse party, and leave shall be freely given when justice so require. If a
15 party moves to amend a pleading, a copy of the proposed amended pleading, denominated
16 "proposed" and unsigned, shall be attached to the motion. If the motion to amend is granted, the
17 moving party shall thereafter file the amended pleading, and pursuant to rule 5...
18

21 Dated September 12, 2012

Blaise Kayongo
KAY B. KAYONGO
PRO SE
ADDRESS: 3104 NE 125TH ST.
SEATTLE, WA 98125
TEL: 206 440-1440
E-MAIL: osanyibebe@yahoo.com

25 CONFIRMATION TO AMEND PLEADING AT TRIAL - 2

FILED

12 SEP 12 AM 10:18

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

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

KAY B. KAYONGO,

Plaintiff,

vs.

JULIAN APARTMENT ET AL

(DV PROPERTIES),

Defendant

Case No.: 11-2-14402-0 SEA

PLAINTIFF'S CONFIRMATION TO
REQUEST LEAVE OF COURT TO AMEND
THE PLEADING PURSUANT TO CR 15 AT
TRIAL.

Plaintiff confirms the request in to leave of court to amend for the defendant's raised issues of insufficiency of service of process, insufficiency of process, lack of jurisdiction over defendant and failure to state the claim upon which the relief can be granted pursuant to CR 15 (a), (c), and (e) for the following reasons:

1. The defendant criminally THEFT my personal property by using Washington State Statutory law RCW 59.18.310 that my personal property was abandoned into the apartment, and THEY DO NOT HAVE ANY EVIDENCE TO SHOW THAT MY PERSONAL PROPERTY WAS ABANDONED. It is as I (plaintiff) go to GOODWILL STORE AND STOLE the clothing and shoes, they catch me, and call police, I am going to be arrested and being charged of CRIMINAL THEFT.
2. Mr. Vincent Sposadi gave me a false (wrong) business card, which is different from LANDLORD NAME AND ADDRESS written on Lease Agreement.

CONFIRMATION TO AMEND PLEADING AT TRIAL - 1

- 1 3. I am unprofessional in law, but I have novice business law knowledge from Renton
2 Technical College while studying Office Administration Management, and from
3 University of Phoenix while studying Business Administration which helped me to file
4 this lawsuit in my own.
5 4. I do not have money to pay lawyer due to theft of my personal property from landlord
6 Julian apartment (DV PROPERTIES), or money to appeal. I once sought from
7 Neighborhood Clinic a legal advisor, that white lawyer man advisor was against me by
8 defending the opposing party. I need all to find a minority lawyer for help, but could not
9 find any.
10 5. I am black from Africa, unemployed since a few months of moving into Julian Apartment
11 until today.

CONCLUSION

12 My (plaintiff) personal property was theft under WA STATUTORY LAW by defendant without
13 case law to theft them, and the defendant raised issues under WASHINGTON STATE COURT
14 JURISDICTION RULE LAW that need to be amended pursuant to CR 15 through the written
15 consent of defendant or upon motion by court order
16 CR 15 (a): otherwise, a party may amend the party's pleading only by leave of court or by
17 written consent of the adverse party, and leave shall be freely given when justice so require. If a
18 party moves to amend a pleading, a copy of the proposed amended pleading, denominated
19 "proposed" and unsigned, shall be attached to the motion. If the motion to amend is granted, the
20 moving party shall thereafter file the amended pleading, and pursuant to rule 5...

21 Dated September 12, 2012

Blance Kayongo
KAY B. KAYONGO
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ADDRESS: 3104 NE 125TH ST.
SEATTLE, WA 98125
TEL: 206 440-1440
E-MAIL: osanyibebe@yahoo.com

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CONFIRMATION TO AMEND PLEADING AT TRIAL - 2

APPENDIX D-6

Confirmation Regarding trial
Readiness.

FILED

12 SEP 10 AM 11:29

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

Judge Joanne DuBague

Assigned Judge: ~~Joanne DuBague~~ *KBK*
Trial Date: ~~10-01-2012~~ *KBK*

10-01-2012

SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

KAY B. KAYONGO

Plaintiff/Petitioner

v.

JULIAN APARTMENT ET AL

~~PROPERTY~~ *OV PROPERTIES*
KBK

Defendant/Respondent

CAUSE NO.
11-2-14402-0
SEA

~~JOINT CONFIRMATION
REGARDING TRIAL
READINESS~~ *KBK*

*CONFIRMATION
REGARDING
TRIAL
READINESS*

[CLERK'S ACTION
REQUIRED]

~~DUE DATE 09-10-2012~~ *KBK*

DUE DATE 09-10-2012

The parties jointly represent that they have conferred regarding the following information, are aware of all deadlines and requirements in the Pretrial Order, and certify the following to the Court regarding trial readiness. If parties are unable to confirm jointly each party is required to file a separate confirmation.

A. All are are not represented by counsel. If any party is not parties

represented by counsel, state that party's name, current mailing address, and telephone number.

NAME: KAY B. KAYONGO
ADDRESS: 3104 NE 125th ST.
CITY/STATE/ZIP: SEATTLE, WA 98125
PHONE: (206) 440-1440
EMAIL: osanyibebe@yahoo.com

B. This trial is a jury/ non-jury trial.

C. It is estimated, based upon a maximum of 5 trial hours per day that this trial will last 1 day.

D. Alternative Dispute Resolution (ADR) with a neutral third party WAS accomplished:

Yes No

If ADR with a neutral third party WAS NOT accomplished, you must provide a detailed explanation and identify what arrangements have been made to complete ADR before trial. Counsel/party(ies) may be sanctioned for failure to comply with this requirement.

I requested ADR settlement, and after the defendant raised issue of motion to dismiss, which I need trial to leave the court to amend the complaint and summons if the defendant does not allow consent to amend.

E. Interpreter(s): No Yes Language: _____

Interpreter(s) requested for: (party/witness): _____
Interpreter(s) arranged by: _____

Expert(s): Yes No Expert(s) Out of town: Yes No

Out of town parties: Yes No

Out of town Yes No

witnesses

F. OTHER:

OTHER REQUIREMENTS:

1. CR 16 CONFERENCE:

Any party may file a motion for a CR 16 Conference with the assigned Judge.

2. TRIAL WEEK AVAILABILITY :

If counsel has another trial scheduled at the same time, identify name, cause number, venue of case, and dates of trial. Unusual problems scheduling witnesses should be noted.

NOTICE: Cases otherwise ready may be held on standby status during the week trial is scheduled to start. Counsel must be within two hours of the designated courthouse while on standby.

NOTE: It is the responsibility of the parties to arrange for necessary trial equipment.

KAY B. KAYONGO
Pro Se Plaintiff

09-10-2012
DATE

Benice Kayongo
~~Attorney for Plaintiff/Petitioner~~ WSBA#
Pro se

09-10-2012
DATE

Attorney for Defendant/Respondent WSBA#

DATE

Attorney for Defendant/Respondent WSBA#

DATE

ORIGINAL: CLERK'S OFFICE
BENCH COPY: ASSIGNED JUDGE

REVISED : 9/27/2010