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FILED
COURT OF APPEALS DIV. #1
STATE OF WASHINGTON
2010 OCT 25 AM 10:32

NO. 658085

COURT OF APPEALS
(DIVISION ONE)
OF THE STATE OF WASHINGTON

SUI K. WONG
(Appellant) (Plaintiff)

v.

ANA L. MARTINEZ and JOSE LUIS PANTIGA FLORES
(Respondents)(Defendants)

APPELLANT BRIEF

Filing party: Sui K. Wong
Address: 2966 South Webster Street
Seattle, WA 98108
Phone: (206) 760-1073

A. ASSIGNMENTS OF ERROR:

1. The trial court erred in entering the order of June 4, 2010, granting Defendants-Respondents motion for Summary Judgment.
2. The trial court erred in dismissing Plaintiff's-Appellant's entire case with prejudice when Defendants-Respondents breached the Rental Agreement.
3. The trial court erred in entering the order of June 28, 2010, awarding Defendants'-Respondents' attorney fees for \$4,410.00.
4. The trial court erred in precluding Plaintiff's-Appellant's claim in the present action.

B. ISSUES PERTAINING TO ASSIGNMENTS OF ERROR:

1. Is Summary Judgment proper when Defendant-Respondent Ana Martinez filed her false statement in her Declaration?
2. Is there liability for damage to the siding from the Television Satellite Dish when Defendants-Respondents violated the Rental Agreement?
3. Are Defendants-respondents entitled attorney fees award

since they violated Rental Agreement defacing rental property outlook?

4. Is the court's ruling wrong that Plaintiff-Appellant is barred from pursuing her claim for damage to the siding from the Satellite Dish due to the judgment in the Small Claims action regarding the Security Deposit?

C. FACTS:

Defendants-Respondents started renting Plaintiff's-Appellant's house from October 2003. Defendants-Respondents gave verbal notice on May 15, 2005 to Plaintiff-Appellant to terminate rent. Defendants-Respondents had an intention to move out, but they installed a Television Satellite Dish on the rental house siding directly facing to Plaintiff's-Appellant's home in (or around) January 2005. Was it necessary since Appellant-Plaintiff had already provided Cable Television facility for Defendants-Respondents? At least, Defendants-Respondents had to obtain the prior consent from Plaintiff-Appellant regarding this Dish installation, but Defendants-Respondents did not.

Defendant-Respondents further wanted to remove this Television Dish while moving out. Plaintiff-Appellant (through her lawyer) stopped them to do so to avoid causing damage to the rental house siding because of the long wiring along two sides of the house. Also for the evidence if the matter needs to go to Court. Plaintiff-Appellant had also spent money on lawyer's fee to explain the terms in Rental Agreement to Defendants- Respondents, because they wanted Security Deposit Refund during their tenancy of the last two months. Appellant-Plaintiff filed Designation of Clerk's Papers (P.1- 174) with Court of Appeals, Division I.

The Rental Agreement point #4 and point #9 indicate:

----- Repairs or Alterations. Lessee shall be responsible for damages caused by his negligence and that of his family or Invitees and Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of Lessor.

----- Security. The security deposit in the amount of \$1,500.00 shall secure the performance of Lessee's obligation Hereunder Lessee shall not have the right to apply

the security deposit in payment of the last month's rent.

On July 11, 2008, Plaintiff-Appellant filed a complaint with King County Superior Court (Case #08-2-23259-0 SEA)

Because this Television Dish is facing directly to Plaintiff's-Appellant's residence. It causes uncomfortable feeling everyday To Plaintiff-Appellant and family.

Defendants'-Respondents' lawyer (Mr. Gregory P. Cavagnaro) Wrote to Plaintiff-Appellant concerning Mediation. But after Appellant scheduling mediation, Defendants-Respondents Answered that they were no longer interested in Mediation. Mr. Gregory Cavagnaro wanted Plaintiff-Appellant to put the Case into Mandatory Arbitrability.

During Court Hearing on December 28, 2009, Mr. Gregory Cavagnaro prepared and signed the document in front of Judge Michael J. Trickey, requiring Plaintiff-Appellant to file a Statement Of Arbitrability and pay all associated fees. Plaintiff-Appellant Signed this document as well, and obtained a trial continuance.

In January 2010, Plaintiff hired a lawyer (Mr. Hultman) to represent her for this case. Mr. Eric Hultman paid The fee on January 6, 2010. for filing a Statement of Arbitrability.

This case later was transferred from Judge Michael Trickey
To Judge Carol Schapira for pre-trial management.

After Plaintiff-Appellant paying Arbitration fee, Mr.
Cavagnaro then contacted the court about Summary Judgment.
Mr. Gregory then told Mr. Hultman that the earliest Summary
Judgment Hearing Date was June 4, 2010.

On May 7, 2010, Defendants' Motion for Summary Judgment
Was filed. Gregory Cavagnaro assisted Defendants-Respondents
To file a false statement in Ana Martinez Declaration. Mr. Gregory
states in Summary Judgment Motion: A hearing was
Conducted in front of Judge Hayden. Of course, this is a false
statement. Declaration of Ana Martinez (page 4), Ana
Martinez also declared a wrong statement that a hearing was
Conducted in front of Judge Hayden. In fact, Miss Barbara Miner
(King County Superior Court) wrote to both parties to file a brief only.
In fact, there was no court hearing for case #05-2-36263-4 SEA.
Judge Michael Hayden only made decision based on both parties'
Brief.
Summary Judgment Hearing was finally held on June 4, 2010.
Plaintiff's-Appellant's case was dismissed with prejudice.

Hearing Date for requesting attorney fees award was changed From June 25, 2010 to June 28, 2010, but Plaintiff-Appellant Did not receive this change notice. The judgment was entered In favor of Defendants-Respondents for attorney fees award In the amount of \$4,410.00.

E. ARGUMENT

1. Defendant-Respondent Ana Martinez made a false statement under penalty of perjury: She declared a hearing was conducted in front of Judge Hayden (re: case #05-2-36263-4).

Is she entitled to attorney fees award of \$4,410.00 because of her false statement?

2. In case #05-2-36263-4 SEA, Judge Michael Hayden entered the judgment that the unpaid rent in the amount of \$150.00 should be deducted from \$1,500.00. It proves Defendants-

Respondents breached the Rental Agreement to pay rent in advance

Are Defendants-Respondents entitled attorney fees award

because of their breach?

F. LAWS

1. There is no definite answer in the statute or case law that it does preclude Plaintiff's-Appellant's present claim. The Small Claims

action regarding the security deposit should not preclude Plaintiff's-
Appellant's claims in the present action. When in doubt, Plaintiff-
Appellant should be allowed to pursue her claims.

2. The court erred when it applied RCW 59.18.280 and determined
that the small claims action involved the same claim and issue as
the present action.

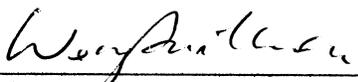
3. There is a prejudice in this state against awarding attorney fee.
It is largely governed by the statute. The courts do not usually
award all attorney fees.

G. CONCLUSION:-

The Judge relies on true information to make decision to enter
Judgment. Defendants-Respondents filed a false statement, it's an
Improper means. Appellant now requested that Summary Judgment
Should not be granted. Because of the reasons above,
Defendants-Respondents are not entitled to attorney fees award.
Appellant had already paid arbitration fee, thus this case should
Go to arbitration as Mr. Gregory Cavagnaro promised in Court
Hearing on December 28, 2009.

Date: October 22, 2010

Respectfully submitted,



Sui K. Wong (Plaintiff) Appellant)

Declaration of Service

Re: Case # 658085

(Sui Wong vs. Ana Martinez & Jose Luis Pantiga
Flores)

I already mailed a copy of Appellant
Brief to Mr. Gregory Cavagnaro

(Defendants' lawyer) by Certified

Mail # 7010 1670 0002 1072 0855.

I declare under penalty of perjury
under the laws of the State of Washington
that the statement in this document is
true and correct.

Date: Oct. 22, 2010

Wing Shiller

(Appellant)

(Sui K. Wong)