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COURT OF APPEALS
DIVISION II

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STATE OF WASHINGTON
BY
DEPUTY

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON – DIVISION II

No. 49483-3-II

LAURA C. SEALEY,

Petitioner/Defendant, Pro-se

V.

MARTIN LUTHER KING, H.D.A. INC., A WASHINGTON CORPORATION,

Respondent/Plaintiff

ON APPEAL FROM THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF PIERCE

CAUSE NUMBER 16-2-09931-4

BRIEF OF PETITIONER/DEFENDANT, LAURA C. SEALEY

LAURA C. SEALEY, PRO-SE
216 PUYALLUP AVENUE
UNIT 197
TACOMA, WA 98421
TELEPHONE (253) 625-8274

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Assignments of Error

The trial Court committed error by granting the FINDINGS OF FACT AND CONCLUSIONS OF LAW; JUDGMENT; ORDER FOR WRIT OF RESTITUTION; REMOVAL OF FUNDS FROM COURT REGISTRY for Pierce County Cause No. 16-2-09931-4, entered on October 7, 2016, signed by Judge Sorenson.

Issues Pertaining to Assignments of Error

1. Did the trial court properly and accurately grant its ruling based on true and accurate facts, as presented?
2. Did the trial court properly and accurately grant its ruling based on true and accurate conclusions of law, as presented?
3. Did the Defendant, Ms. Sealey, receive ineffective assistance of counsel at trial by her counsel, David Britton?

Statement of the Case

Ms. Sealey was a tenant of MARTIN LUTHER KING, H.D.A. INC., A WASHINGTON CORPORATION (MLK), residing at 1316 South 7th Street, Tacoma, WA 98405. When Ms. Sealey insisted that the management make appropriate repairs, especially get a rodent infestation addressed, then MLK initiated eviction proceedings. Ms. Sealey placed her monthly rent into the county registrar, to prevent issues of eviction for non-payment.

Prior to the eviction proceedings, there were building inspections. The building failed inspection, was not up to code, and was deemed by Building Inspector Keith Williams in his report dated July 15, 2016, **Defendant's Exhibit 63**, which states "**The result of my inspection was that the unit was classified as a substandard building.**".

In retaliation to the inspection, the day after this report was filed, MLK initiated the eviction proceedings.

On October 7, 2016, Judge Sorenson signed the FINDINGS OF FACT AND CONCLUSIONS OF LAW; JUDGMENT; ORDER FOR WRIT OF RESTITUTION; REMOVAL OF FUNDS FROM COURT REGISTRY for Pierce County Cause Number 16-2-09931-4.

When Judge Sorensen signed the FINDINGS OF FACT AND CONCLUSIONS OF LAW; JUDGMENT; ORDER FOR WRIT OF RESTITUTION; REMOVAL OF FUNDS

FROM COURT REGISTRY for Pierce County Cause Number 16-2-09931-4, he signed it under multiple inaccurate or falsely presented facts in the document.

The specific facts that are brought to question are facts numbered, **V**, **VI**, **VII**, **IX**, **X**, **XI**, **XII**, **XIII**, **XIV**, **XV**, **XVI**, **XVII**, **XVIII**, **XIX**, **XX**, **XXI**, **XXII**, **XXIV**, and are listed in detail in the **Arguments** section of this Motion.

When Judge Sorensen signed the FINDINGS OF FACT AND CONCLUSIONS OF LAW; JUDGMENT; ORDER FOR WRIT OF RESTITUTION; REMOVAL OF FUNDS FROM COURT REGISTRY for Pierce County Cause Number 16-2-09931-4, he signed it under multiple inaccurate or falsely presented conclusions of law in the document.

The specific conclusions of law that are brought to question are conclusion of law numbered, **III**, **IV**, **V**, **VI**, **VII**, **and X**, and are listed in detail in the **Arguments** section of this Motion.

Arguments

A. WAS THE FINDINGS OF FACTS BASED ON ACCURATE FACTS?

i. FACT V.

There were not any changes "in the law" to qualify for a rental amount increase. It was only based on the "other changes requested by Plaintiff". These requests were never made in writing by the Plaintiff to explain either the "changes in the law" or any other justification. None were ever produced to the Pierce County Superior Court or the Defendant, Ms. Sealey.

ii. FACT VI.

There not being a work order issued for a rodent issue is not correct. In Plaintiff's Exhibit 43 "Miscellaneous Work Order Records from 10/7/13 through 3/28/16", which includes a Work Order dated July 9, 2014 for "**mice seen in kitchen**", and the **worked done is "set mouse trap"**. Thusly disproving that fact VI is a fact.

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iii. FACTS VII, IX, and X.

These listings of Notices are not completely factual. Some were dismissed by the court. Others were satisfied by the Defendant. The entire purpose of these "facts" is to prejudice the Court against the Defendant, Ms. Sealey.

iv. FACT XI.

These facts are about an inspection to check that the smoke detectors are functional. Nothing else was inspected. This is proven in the October 28, 2014 inspection and notice (Exhibit C).

Since this is a misstated fact, then it **must be** disregarded as nonfactual.

v. FACT XII.

To state that "there is no mention of rodents to Plaintiff until the May 5, 2016 letter from the Housing Justice Project" is a lie, as proven under section ii for Fact VI, where a Work Order dated July 9, 2014 for "**mice seen in kitchen"** was produced by the Plaintiff.

vi. FACTS XIII and XIV.

The fact that the Plaintiff is stating that they did not receive a letter dated March 17, 2016, or that this letter was not mentioned in the May 5, 2016 letter, is not in any way factually applicable to this case.

Ms. Sealey did her best to address the issue through the mail, and cannot prove or disprove that the letter was received.

Further, it is not necessary to place the fact of a previous letter in a latter one.

The entire purpose of this "fact" is to prejudice the Court against the Defendant, Ms. Sealey.

vii. FACT XV.

"In the July 15, 2016 inspection there is no reference to infestation" is a complete lie set in place to once again, prejudice the Court against the Defendant, Ms. Sealey.

In Defendant's **Exhibit 63**, Building Inspector Keith Williams, and his attached Inspection Sheets, on page 7 of 7, item number 50 it lists "**Infestations or Vermin**" with a maximum violation of 25 points.

Since it is a proven lie made by the Plaintiff, it **must be** removed as being factual.

viii. FACTS XVI, XVII and XVIII.

The August 26, 2016 report of Sprague Pest Control states the rodents are entering the apartment through the gaps in the walls near the pipes (Plaintiff's Exhibit 41) (this brief's Exhibit D).

The August 28, 2016 report of Sprague Pest Control states the severity of the weeds, shrubs, and overgrown grass are the cause of the rodent infestation (Plaintiff's Exhibit 42) (this brief's Exhibit E).

At no point is the reason given as to any fault of Ms. Sealey, the Defendant, by Sprague Pest Control.

The Plaintiff is stating that it is the responsibility of the Defendant, Ms. Sealey to maintain the backyard, by mowing it. This responsibility was removed by the Plaintiff as they hired their own people to maintain the yard.

As such, these facts are disproven and **must be** struck.

ix. FACT XIX.

This claim of the Landlord making several attempts to fix the rodent issue is in complete conflict with fact number XI, where the Plaintiff said that there were no previous rodent issues found.

As such, this fact **must be** stricken for not being a truthful fact.

x. FACTS XX, XXI, and XXII.

These are a categorical misstatement of facts. The reason that Ms. Sealey didn't allow access to the Plaintiff's staff was due to their perceived mistreatment of her issues.

Plaintiff's Exhibit 52, proves that Ms. Sealey was in communication with the Plaintiff.

Ms. Sealey did allow access to Sprague Pest Control, but since she refused to allow the Plaintiff's employee entrance, the employee decided that the Sprague Pest Control employee could not enter to perform his services. (See Exhibit E, Plaintiff's Exhibit 42)

These lies and slanted presentation of the true facts should have all three of these facts stricken from the record as not being true facts.

xi. FACT XXIV.

There are not only the facts that the unit passed some inspections, such as smoke detectors being functional in the past, but as you can tell in the **Defendant's Exhibit 63,** the July 15, 2016 inspection of Building Inspector Keith Williams, and his attached Inspection Sheets, the unit failed the inspection in almost all ways. It was stated by Inspector Williams, in his Declaration, as "**The result of my inspection was that the unit was classified as a substandard building.**"

To state that the unit passed previous inspections, such as smoke alarms is a misstatement of the truthful facts that the building, including Ms. Sealey's apartment, is deemed by the City of Tacoma as being "**substandard**" at the time of, and prior to the court proceedings in Pierce County.

SUMMARY OF THE "FACTS"

The use of inaccurate facts used to come to a decision after a trial violates the Defendant, Ms. Sealey's Constitutional rights in violation of **U.S.C.A. Amendments VI, and XIV,** and **WSCA Article 1, §§ 3, 7, 10**, and **22**, as well as **CR 52**, and **CR 59**.

The only remedy is to start a new trial, under a different Judge. There truly is no other way or procedure to correct this error used to come to a decision after a trial. **In the Unpublished opinion/ slip decision of SCHUMACHER V. T. GARRETT CONST., INC, WASH. APP. LEXIS 1226, MAY 22, 2017, No. 76022-0-I.**

B. WAS THE FINDINGS OF FACTS BASED ON ACCURATE CONCLUSIONS OF LAW?

i. CONCLUSIONS OF LAW III.

The Defendant, Ms. Sealey filed a Motion for stay on releasing funds (Exhibit F) on October 6, 2016, filed October 7, 2016. This was pending an appeal. As a matter of the record, Mr. Gray, the counsel for the Plaintiff, had filed a response to the Motion that it was "moot", as the funds were already released to the Plaintiff (Exhibit G).

Ms. Sealey's Motion was presented in open court, and filed before the funds were ordered to be released. The motion was ignored by Pierce County Superior Court, and never even ruled on, although it was filed prior to the filing of the Finding of Facts (Exhibit A). This is a violation of Ms. Sealey's Constitutionally protected rights in violation of U.S.C.A. Amendments VI, and XIV, and WSCA Article 1, §§ 3, 7, 10, and 22.

This total disregard of Ms. Sealey's Constitutional Rights makes this Conclusion of Law to have only one remedy, that the Findings of Facts (Exhibit A) **must be** reversed, and a new trial be held.

ii. CONCLUSIONS OF LAW IV and V.

Not only is there a Court Order in the amount of $ 7,708.87 ($ 7,460.87 and $ 248.00), but the Plaintiff has billed Ms. Sealey (Exhibit H) $ 10,592.11 ($ 14,877.11-1,000.00-3,285.00).

The charges of $ 7,460.87 ordered by the Pierce County Superior Court must be waived as the Plaintiff has billed and reported to their reporting agencies. This is an undue hardship on Ms. Sealey, and is unconstitutional.

Additionally, the Plaintiff has charged Ms. Sealey for repairs that were part of the reasons for the building to be deemed "**substandard**". To have Ms. Sealey pay for the repairs that are covered under **RCW 59.18.060** and **RCW 15.80.060** for a failed inspection, which includes a heavy amount of overgrown greenery in the backyard, is not only unfair, as the court didn't order it, but unreasonable under any common sense.

This invoice also contains a bill for rent from July through October of 2016 in the amount of $ 4,300.00 and late fees for $ 180.00, all not court ordered, and should be waived as well.

This evidence shows the deceitful practices of the Plaintiff, MARTIN LUTHER KING, H.D.A. INC. a Washington Corporation. A practice which flows throughout this entire Cause.

iii. CONCLUSIONS OF LAW VI and VII.

This letter from the Housing Justice Project, received electronically by the Plaintiff on May 5, 2016, the day it was written. This **is the reason** for the Plaintiff's actions to bring this Cause, and is exactly what the Plaintiff states it to be **retaliation against the Defendant, Ms. Sealey**.

This is the reason that the moneys for rent was placed in the Court Registry, to avoid having Ms. Sealey be late on rent, or in breach of her rental agreement, and to avoid any further retaliation on the part of the Plaintiff.

iv. CONCLUSIONS OF LAW X.

To state that the Defendant did not "**keep her premises in a neat and sanitary condition**" and that "**her failure to do so was a significant reason for the rodent infestation**" contradicts the evidence as presented by the Plaintiff's own employee and subcontractors.

Wilbur Melvin Harrison, an employee of the Plaintiff, stated in the Verbatim Reports of Proceedings for September 22nd and 26th of 2016 (Exhibit B), on pages 3-4, that he was employed by the Plaintiff from October 2015 through April 2016, as an Operations Manager.

On page 6, line 15, Mr. Harrison stated that in Ms. Sealey's apartment that "**Her place was pretty clean**", and then continued to describe as to how the condition of the backyard and the garbage from another unit was the issue causing the infestation.

Sprague Pest Control, the people hired by the Plaintiff filed two reports on the situation:

The August 26, 2016 report of Sprague Pest Control states the rodents are entering the apartment through the gaps in the walls near the pipes. (Exhibit D)

The August 28, 2016 report of Sprague Pest Control states the severity of the weeds, shrubs, and overgrown grass are the cause of the rodent infestation. (Exhibit E)

At no point is the reason given as to any fault of Ms. Sealey, the Defendant, by Sprague Pest Control.

All that this Conclusion does is accuse the Defendant of being dirty and unsanitary, and the cause for the rodent infestation. As the evidence proves, that is not the truth.

How the Judge, and Defense Counsel can sign off that this bold-faced lie, presented by the Plaintiff is a truthful Conclusion, proves that the only remedy for this Cause is a reversal of the Conclusions of law, and to remand to a new trial.

SUMMARY OF THE "CONCLUSION"

The use of inaccurate conclusions used to come to a decision after a trial violates the Defendant, Ms. Sealey's Constitutional rights in violation of **U.S.C.A. Amendments VI, and XIV,** and **WSCA Article 1, §§ 3, 7, 10**, and **22**, as well as **CR 52**, and **CR 59**.

The only remedy is to start a new trial, under a different Judge. There truly is no other way or procedure to correct this error. **In the Unpublished opinion/ slip decision of SCHUMACHER V. T. GARRETT CONST., INC, WASH. APP. LEXIS 1226, MAY 22, 2017, No. 76022-0-I.**

C. DID MS. SEALEY RECEIVE INEFFECTIVE ASSISTANCE OF TRIAL?

Defense Counsel David Britton's performance in the defense of the Petitioner/Defendant, Laura C. Sealey, was ineffective, in violation of U.S.C.A. Amendments VI, and XIV, and WSCA Article 1, §§ 3, 7, 10, and 22.

Mr. Britton's performance was ineffective, as is proven by his performance during the trial. In the Verbatim Reports of Proceedings for September 22nd and 26th of 2016 (Exhibit B), on page 8, lines 6-16, Mr. Britton had to be reminded that March comes before April after he made an objection that Mr. Gray, opposing counsel had to correct. This is beyond strategy, possibly into the range of malpractice.

Mr. Britton allowed the Petitioner/Defendant, Ms. Sealey, to be ruled against with the Finding of Facts (Exhibit A), even though Ms. Sealey made him aware of her filing of the Motion for stay on releasing funds (Exhibit C) on October 6, 2016, filed October 7, 2016.

Further proof of this fact is that Mr. Britton signed the Finding of Facts (Exhibit A) prior to opposing counsel and Judge Sorensen, with the handwritten notation of "Approved as to form, Notice of presentation waived:". This signature page was attached behind the one signed by the Judge and opposing counsel, which states "see attached" where Mr. Britton's signature should appear, especially when all three parties were there at the October 7, 2016 hearing.

Since Mr. Britton's advice was deficient, allowing the Petitioner/Defendant, Ms. Sealey, to be ruled against on a Finding of Facts (Exhibit A) that was not based on approved facts, knowing that Ms. Sealey was appealing the decision, and was holding the registry funds and signed the Findings of facts, based on disproven facts, Ms. Sealey had no true legal representation, thusly denying Ms. Sealey the constitutional protection to have representation

provided **at every critical stage of the proceedings**, of which, sentencing hearings qualify **CrRLJ 3.1 (b) (2)**. A criminal defendant's U.S.C.A Amendment VI right to counsel attaches when a **critical stage in a civil prosecution resulting in the loss of liberty and/or property** is reached **STATE v. FITZSIMMONS, 93 WASH. 2d 436, 610 P. 2d 893 (1980), (citing: KIRBY v. ILLINOIS, 406 US 682, 92 S. Ct. 1877, 32 L. Ed, 2d 411 (1972); ARGERSINGER v. HAMLIN, 407 US 25, 92 S. Ct. 2006, 32 L. Ed. 2d 530 (1972); STATE v. JACKSON, 66 WASH. 2d 24, 400 P. 2d 774 (1965); CITY OF TACOMA v. HEATER, 67 WASH. 2d 733, 409 P. 2d 867 (1966)).**

The action(s) enacted by Mr. Britton fell far below an expectable testing for effective assistance of counsel per **STRICKLAND v. WASHINGTON, 466 US 668, 104 S. Ct. 2052, 80 L. Ed. 2d 674 (1984), REHEARING DENIED 467 US 1267, 104 S. Ct. 3562, 82 L. Ed. 2d 864 (1984), ON REMAND 737 F. 2d 894 (11th Cir. 1984)**.

As proven, ineffective assistance of counsel occurred, thereby prejudicing Petitioner/Defendant, Laura C. Sealey, from having a true, fair, and open hearing, in violation of her constitutionally protected rights under oath both U.S.C.A and WSCA **IN RE PRICE, 118 WASH. 2d 876, 828 P. 2d 1086 (1992), CERT. DENIED, 113 S. Ct. 421, 506 US 598, 121 L. Ed. 2d 344; STATE v DENISON, 78 WASH. APP. 566, 897 P. 2d 437, REVIEW DENIED, 128 WASH. 2d 1006, 907 P. 2d 297 (1995); STATE v. GLENN, 86 WASH. APP. 40, 935 P. 2d 679, REVIEW DENIED, 134 WASH. 2d 1003, 953 P. 2d 96 (1997); STATE v. KIRKPATRICK, 89 WASH. APP. 407, 948 P. 2d 882 (1997), REVIEW DENIED, 135 WASH. 2d 1012, 960 P. 2d 938.**

The ineffective action(s) / inaction(s) enacted by Mr. Britton **must invalidate the Findings of Facts (Exhibit A)** for the Cause at hand **U.S. v. AKINS, 243 F. 3d 1199 (9th Cir. 2001); U.S. v. KING, 257 F. 3d 1013 (9th Cir. 2001); U.S. v. COUTO, 311 F. 3d 179 (2nd Cir. 2002); TURNER v. CALDERON, 281 F. 3d 851(9th Cir. 2002).**

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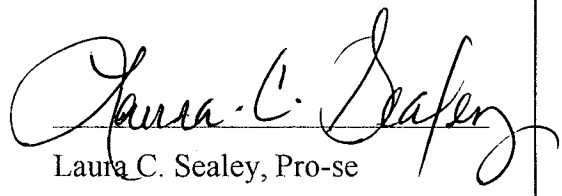
Conclusion

Ms. Sealey asks this court, based on the arguments and facts presented in this Motion to do the following:

1. That this Court review the FINDINGS OF FACT AND CONCLUSIONS OF LAW; JUDGMENT; ORDER FOR WRIT OF RESTITUTION; REMOVAL OF FUNDS FROM COURT REGISTRY for Pierce County Cause No. 16-2-09931-4, entered on October 7, 2016, signed by Judge Sorenson; and
2. That this Court reverse the FINDINGS OF FACT AND CONCLUSIONS OF LAW; JUDGMENT; ORDER FOR WRIT OF RESTITUTION; REMOVAL OF FUNDS FROM COURT REGISTRY for Pierce County Cause No. 16-2-09931-4, based upon the arguments as presented; and
3. That this Court order that while there is a new trial ordered, that the funds be placed back into the registry in the amount of $ 3,285.00; and
4. That this Court order a new trial for Pierce County Cause No. 16-2-09931-4; and
5. That this Court order a retraction of all financial judgements against the Defendant, Ms. Sealey.

Respectfully submitted this 19th day of June 2017.



Laura C. Sealey, Pro-se

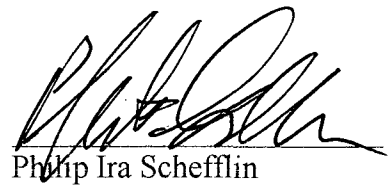
FILED
COURT OF APPEALS
DIVISION II
2017 JUN 19 AM 11:28
STATE OF WASHINGTON
BY _____
DEPUTY

Certificate of Service

The undersigned certifies under the penalty of perjury under the laws of the State of Washington that on the 19th day of June 2017, he placed via personal hand delivery with MARTIN LUTHER KING, H.D.A. INC., A WASHINGTON CORPORATION an original Motion of Appeal, with exhibits, to their counsel of record:

Judson Chantry Gray
The Gray Law Firm, P.S.
4142 6th Avenue
Tacoma, WA 98406-4013.

Dated this 19th day of June 2017, at Tacoma, Washington.



Philip Ira Schefflin

EXHIBIT

A

16-2-09931-4 47708897 ORDF 10-07-16

PIERCE COUNTY SUPERIOR COURT
KEVIN STOCK
CLERK OF THE SUPERIOR COURT
TACOMA WA
FILED
DEPT. 19
IN OPEN COURT
OCT 07 2016
Pierce County Clerk
By DEPUTY
16-2-09931-4
Rcpt. Date Acct. Date Time
10/07/2016 09:20 AM
Receipt Item # Tran-Code Docket-Code
2016-05-15502/01 1110 $FFRAF
Cashier: TAR
Paid By: GRAY, LAW
Transaction Amount: $22.00

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

MARTIN LUTHER KING, H.D.A. INC., a Washington Corporation, Plaintiff, vs. LAURA C. SEALEY, et. al., Defendant(s).	No. 16-2-09931-4 FINDINGS OF FACT AND CONCLUSIONS OF LAW; JUDGMENT; ORDER FOR WRIT OF RESTITUTION; REMOVAL OF FUNDS FROM COURT REGISTRY **(CLERKS ACTION REQUIRED)**

JUDGMENT SUMMARY

1.	Judgment Creditor:	MARTIN LUTHER KING, H.D.A., INC.
2.	Judgment Debtor:	LAURA C. SEALEY, et. al.,
3.	Principal Judgment Amount:	$0.00
4.	Interest to date of Judgment:	NONE
5.	Attorney's Fees:	$7,460.87
6.	Costs:	$248.00
7.	Other Recover Amounts:	NONE

8. Principal Judgment amount shall bear interest at 12% per annum.

9. Attorney's fees, costs and other recovery amounts shall bear interest at 12% per annum.

10. Does the Judgment provide for an award of any right, title or interest in real property?

[ ] Yes [X] No. If so insert the following:

Abbreviated legal description, including lost, block and plat or section, township and range (full legal description found on page___ of the judgment):

THE GRAY LAW FIRM, P.S.
Judson C. Gray, Attorney
4142 6TH AVENUE
TACOMA, WASHINGTON 98406
Telephone (253) 759-1141 Facsimile (253) 759-1447
jgrayattorney@harbornet.com

0033 14262 10/10/2016

10/10/2016 14262 0034

Assessor's Parcel/Account No._____

11. Does the Judgment provide an award for motor vehicle damages under RCW 46.29.270?

[ ] Yes [X] No. If so, the Clerk of the Court shall give notice of this judgment to the Department of Licensing as outlined in RCW 46.29.310.

12. Attorney for the Judgment Creditor: Judson C. Gray / The Gray Law Firm, P.S.

THIS MATTER having come on regularly for Trial before the above referenced court and the court having heard all of the evidence presented by the witnesses and having reviewed all of the evidence, documents, and pictures admitted during trial and having heard the opening and closing of Plaintiff's attorney and Defendant's attorney and being full advised; now, therefore, the court makes and enters the following:

FINDINGS OF FACT

I.

Plaintiff is the owner or duly appointed agent and manager for the owner of the following unit in Pierce County, Washington: **1316 SOUTH 7th STREET, TACOMA, WA 98405.**

II.

Defendant occupied said premises under an agreement requiring rental payments to the Plaintiff.

III.

Rent for the month of July 2016, August 2016, and September 2016 in the total sum of $3,285.00 is deposited in the Court Registry.

IV.

THE GRAY LAW FIRM, P.S.
Judson C. Gray, Attorney
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Telephone (253) 759-1141 Facsimile (253) 759-1447
jgrayattorney@harbornet.com

10/10/2016 14262 0035

Rent was increased during the time period of May 2013 through the present two times.

V.

On or about March 31, 2016, Plaintiff requested that all tenants that were renting from Martin Luther King H.D.A. Inc., sign new rental agreement so as to reflect changes in the law and other changes requested by Plaintiff.

VI.

During the Defendants tenancy the Defendant requested repairs of which at least seventeen separate work orders were generated and there was no mention of a rodent issue.

VII.

During the Defendant's tenancy she received multiple formal notices including a 3-Day Notice dated July 6, 2016, a 20-Day Notice dated July 6, 2016, and a 10-Day Notice dated July 20, 2016.

VIII.

The progression to terminate Ms. Sealey's tenancy based upon a 20-Day Notice terminating her month to month tenancy began with a 20 Day Notice to terminate tenancy dated May 6, 2016. This notice was given after the March 31, 2016 notice to Defendant to sign a new rental agreement.

IX.

There was a 3-Day Notice to Pay Rent or Vacate issued November 6, 2015 and a subsequent eviction begun by Plaintiff under PCSC No. 15-2-13990-3 that resulted in a Judgment and a subsequent Agreed Order. The Defendants Answer in this lawsuit does not mention rodents. Plaintiff's lawsuit on the 3-Day Notice dated July 6, 2016 was dismissed without prejudice under PCSC No. 16-2-08854-1.

X.

THE GRAY LAW FIRM, P.S.
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There were other 3 –Day Notices received by the Defendant as more fully appears of record.

XI.

There were at least three separate inspections done between May 2013 and May 2016 before a rodent issue was raised. These inspections include the 48 Hour Notice to Inspect dated October 23, 2014 and no rodents were found.

XII.

There is no known mention of rodents to Plaintiff until the May 5, 2016 letter from the Housing Justice Project.

XIII.

The only written document produced by the Defendant was her letter dated March 17, 2016 which although written was never found to have been received by Plaintiff.

XIV.

In the letter of May 5, 2016 there is no mention of the March 17, 2016 letter of Laura Sealey.

XV.

In the July 15, 2016 inspection there is no reference to infestation.

XVI.

The August 26, 2016 inspection of Sprague Pest Control indicates a low level of severity as it relates to the gap in the wall and the gap around the pipe as sources for rodent infestation.

XVII.

The August 28, 2016 Sprague Inspection Report indicates a medium level of severity for weeds, shrubs, and overgrown grass for reasons causing a rodent problem.

XVIII.

The backyard and the failure of Ms. Sealey to regularly mow the backyard was also a cause of the infestation.

XIX.

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10/10/2016 14262 0036

10/10/2016 14262 0037

The Landlord made several attempts to fix the issue including visits of May 2014, February 2014, and other attempts as more fully appears of record to resolve the rodent issue.

XX.

There are three exhibits which support Plaintiff being unable to get into the unit as a result of the actions of the Defendant.

XXI.

There is evidence of Plaintiff calling on Defendant and receiving an Order to get access to the access and there being no return phone calls.

XXI.

The September 14, 2016 Sprague Pest Control Report indicates that the pest control people could not get into the Defendants unit to do follow up.

XXIII.

Exhibits 44 and 45 and the testimony of Mr. Fair support the proposition that Plaintiff could not get access granted from Defendant in order to complete work called for.

XXIV.

There is historical evidence of the unit passing previous inspections.

XXV.

More than twenty days has passed since Defendant received the 20-Day Notice to terminate her tenancy and the Defendant failed to vacate premise.

FROM THE FOREGOING FINDING OF FACT, the Court now makes and enters the Following:

CONCLUSIONS OF LAW:

I.

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10/10/2016 14262 0038

The Court has jurisdiction over the parties and the subject matter of this action.

II.

The Defendant's occupancy of the above-described premises shall be terminated.

III.

Plaintiff shall have all of the funds in the Court Registry representing rent for June 2016, July 2016, and August 2016 in the amount of $3,285.00.

IV.

Plaintiff shall have a judgment against the Defendants in the amount of $7,460.87, as and for Plaintiff's reasonable attorney's fees, plus Plaintiff's costs in the amount of $248.00.

V.

Plaintiff is entitled to have a Writ of Restitution granted as the court has jurisdiction to have said writ issued forthwith.

VI.

The evidence does not support any retaliation as the initial notice of May 6, 2016 was prior to Plaintiff being aware of the Housing Justice Project letter.

VII.

There is no retaliation because the July notice to terminate tenancy was given while the Defendant was two months in a rearage of rent and prior to the city's letter being received.

IV.

Thee evidence does not support a breach of the implied warranty of habitability.

X.

The Defendant was under a duty pursuant to RCW 59.18 et. seq., and the rental agreement to keep her premises in a neat and sanitary condition and her failure to do so was a significant reason for the rodent infestation.

The court having heretofore entered its Findings of Fact and Conclusions of Law; now, therefore, it is hereby

ORDERED, ADJUDGED AND DECREED that the Defendants occupancy of the following

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10/10/2016 14262 0039

described premise is hereby terminated: **1316 SOUTH 7th STREET, TACOMA, WA 98405.** and it is further

ORDERED, ADJUDGED AND DECREED Plaintiff be and is and hereby awarded a Judgment against the Defendant above-named in the sum of $7,460.87 for Plaintiff's reasonable attorney's fees together with Plaintiffs costs in the amount of $248.00. Said Judgment amounts shall bear interest at the rate of 12% per annum. It is further hereby

ORDERED, ADJUDGED AND DECREED that a Writ of Restitution be issued forthwith by the clerk of the above-entitled court, returnable in ten (10) days, in the manner provided by law, commanding the Sheriff to break and enter **1316 SOUTH 7th STREET, TACOMA, WA 98405** if necessary to deliver to said Plaintiff possession of said premises; the judgment having already been entered herein, no bond is required therefore provided that if return is not possible within ten (10) days the return of this Writ shall be automatically extended for a second ten (10) day period. It is further

ORDERED, ADJUDGED, AND DECREED that all of the funds in the Court Registry shall be released to Plaintiff's attorney upon a presentation of conformed copy of this Order.

DONE IN OPEN COURT this 7th day of October 2016.

Judge Sorensen

FILED
DEPT. 19
IN OPEN COURT
OCT 07 2016
Pierce County Clerk
By
DEPUTY

Presented by:

JUDSON C. GRAY, WSBA #15195
JARED S. PRIVATT, WSBA #46740
Attorney for Plaintiff

DAVID BRITTON, WSBA #31748
Attorney for Defendant

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10/10/2016 14262 0040

described premise is hereby terminated: **1316 SOUTH 7th STREET, TACOMA, WA 98405**. and it is further

ORDERED, ADJUDGED AND DECREED Plaintiff be and is and hereby awarded a Judgment against the Defendant above-named in the sum of $7,460.87 for Plaintiff's reasonable attorney's fees together with Plaintiffs costs in the amount of $248.00. Said Judgment amounts shall bear interest at the rate of 12% per annum. It is further hereby

ORDERED, ADJUDGED AND DECREED that a Writ of Restitution be issued forthwith by the clerk of the above-entitled court, returnable in ten (10) days, in the manner provided by law, commanding the Sheriff to break and enter **1316 SOUTH 7th STREET, TACOMA, WA 98405** if necessary to deliver to said Plaintiff possession of said premises; the judgment having already been entered herein, no bond is required therefore provided that if return is not possible within ten (10) days the return of this Writ shall be automatically extended for a second ten (10) day period. It is further

ORDERED, ADJUDGED, AND DECREED that all of the funds in the Court Registry shall be released to Plaintiff's attorney upon a presentation of conformed copy of this Order.

DONE IN OPEN COURT this 7th day of October 2016.

_____
Judge Sorenson

Presented by:

_____
JUDSON C. GRAY, WSBA #15195
JARED S. PRIVATT, WSBA #46740
Attorney for Plaintiff

Approved as to form, Notice of presentation waived:

_____
DAVID BRITTON, WSBA #31748
Attorney for Defendant

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EXHIBIT

B

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

MARTIN LUTHER KING, H.D.A. INC., a Washington Corporation, Plaintiff,	)	
vs.	)	Superior Court No. 16-2-09931-4
LAURA C. SEALEY, et al., Defendant.	)	Court of Appeals No. 49483-3-II

VERBATIM REPORT OF PROCEEDINGS
TESTIMONY OF WILBUR HARRISON and EXCERPT OF COLLOQUY

BE IT REMEMBERED that on the 22nd and 26th days of September, 2016, the following proceedings were held before the Honorable PHILIP SORENSEN, Judge of the Superior Court of the State of Washington, in and for the County of Pierce, sitting in Department 19.

The Plaintiff was represented by its attorney, JUDSON GRAY;

The Defendant was represented by her attorney, DAVID BRITON;

WHEREUPON, the following proceedings were had, to wit:

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SEPTEMBER 22, 2016

WILBUR M. HARRISON,

called as a witness by the Plaintiff, was sworn and testified as follows:

THE COURT: Please have a seat. That's a microphone right in front of you there. You can slide the whole base of it toward you. All right. If you'll please tell us your first name, your last name and I guess any other name you like to go by and spell them all, please.

THE WITNESS: Okay. Wilbur M. Harrison, W-I-L-B-U-R H-A-R-R-I-S-O-N, and I go by Melvin, M-E-L-V-I-N.

THE COURT: Thank you. Mr. Gray?

MR. GRAY: Thank you.

DIRECT EXAMINATION

BY MR. GRAY:

Q Mr. Harrison, are you presently employed?

A No.

Q Were you previously employed?

A Yes.

Q Who by?

A Martin Luther King Housing Development Association.

Q What period of time did you work for them?

1 A October 30th, I think, to April 30th.
2 Q So would that be October 30th of last year?
3 A 2015.
4 Q So again, would that be October 30th, 2015?
5 A Yes.
6 Q Through April of this year?
7 A Yes.
8 Q And what was your -- did you have a job title?
9 A Yes.
10 Q What was it?
11 A Operation manager.
12 Q What were your responsibilities?
13 A Overlooking the housing and making sure everything with
14 the maintenance was good.
15 Q Did you actually perform maintenance?
16 A Sometimes yes, and sometimes no.
17 Q What would you do?
18 A I did mediocre, like try to fix a doorknob or go out
19 and look at things that have been broken, and I would
20 get a staff person to replace it or fix it.
21 Q All right. Did you have another individual that was
22 working with you during this time period of October
23 through April?
24 A Yes.
25 Q Who was that?

1 A Johnny Williams and Darwin Fair.
2 Q Okay. And are you familiar with Ms. Laura Sealey?
3 A Yes, I am.
4 Q How did you meet her?
5 A I was called -- we did a State visit to look at the
6 house and make sure it was working in proper order.
7 Q Do you remember when you did that?
8 A Probably the first week of November.
9 Q Of last year?
10 A Yes, of last year.
11 Q Was everything in proper working order?
12 A No. She had some stuff that needed to be worked on.
13 Q Do you remember what it was?
14 A Yes, I do.
15 Q Go ahead and tell us.
16 A She had an order saying that she had mices in her
17 house, and her -- she wanted her refrigerator removed
18 or stove. It was one of them. But then what else?
19 Let me see. That's it right there.
20 Q Okay.
21 A Or no, excuse me. One more thing. Her bedroom closet
22 door wasn't working properly upstairs.
23 Q What action did you take, if any?
24 A I had a staff member go out there, Johnny Williams, and
25 I had Darwin go out there and fix them.

1 Q What about the mice situation?
2 A The mice situation, we kept on putting mice traps down,
3 but any time she would call back -- this was like two
4 weeks later, saying there is more mices, so we'd go
5 back out there and put the little sticky pads out there
6 for the mices.
7 Q Did you ever ask her as to where she thought the mice
8 were coming from?
9 A Yes. She showed us a little hole that they was coming
10 up from, and we blocked the hole, but they were still
11 coming.
12 Q Were there any other conditions around the premise that
13 you think might have caused the mice to be coming into
14 the unit?
15 A No. Her place was pretty clean.
16 Q How about outside?
17 A Outside, yes.
18 Q What was wrong with the outside?
19 A It was -- the townhouse at the end of the block that
20 people was going in there sleeping and it was trash all
21 in there, and we cleaned it up and everything.
22 Q Okay. And did you, in November 2015, have an idea how
23 many people were living in Ms. Sealey's unit?
24 A When I go over there, I seen Ms. Sealey, her kids and
25 sometimes her mom be over there.

1 Q And what kids did you see? Do you remember? Sons?
2 Daughters?
3 A I just seen daughters.
4 Q Now, was there a process when you received work orders?
5 A Yes, there was.
6 Q Can you explain this to us, what that process is?
7 A Once we get a work order, they call in a work order,
8 and once we get it, we -- I take it back and I show
9 Linda, and she says go out and I get the stuff that she
10 needed to fix it with.
11 Q And who gives you the work orders, or do you take them
12 directly?
13 A They get called in. And at that time, Mia Joby -- I
14 forgot how to pronounce her last name -- she will get
15 the work order, and she will write it down and she will
16 give it to me.
17 Q All right. I am going to hand you what has been marked
18 as Plaintiff's Exhibit No. 43.
19 MR. GRAY: May I approach, Your Honor?
20 THE COURT: Yes.
21 Q (By Mr. Gray) And just generally speaking, I'll ask you
22 to look through those documents and see if you
23 recommend -- if you recognize them.
24 A (Witness reviews document.) Yes, I do.
25 Q All right. Now I want you to pay particularly close

1 attention, I am going to call it, to the very first
2 work order that's dated -- it says work order No. 42.
3 It's dated 3/22/16. Is your signature or initials on
4 that work order?
5 A Yes, it is.
6 MR. BRITON: Objection. Did you say
7 3/22/16? I thought he said he didn't work there past
8 April 2016.
9 THE WITNESS: 3/22/16 is March --
10 MR. BRITON: Of what year?
11 THE WITNESS: 2016.
12 MR. BRITON: Didn't he just say he worked
13 there October 30th to --
14 MR. GRAY: To April 30, 2016 and March
15 comes before April.
16 MR. BRITON: Never mind.
17 Q (By Mr. Gray) So again, is that your signature and
18 initials on that work order?
19 A Yes, it is.
20 Q How about the writing on it?
21 A That's my writing.
22 Q So you took care of that work order?
23 A Yes. I -- the work order about the kitchen faucet, it
24 runs, but the bracket that shut off -- you had to hit
25 the top of it to shut it off.

1 Q I am going to turn the page again to another work
2 order, same date, 3/22/16, work order No. 40. Is that
3 your initials or signature on there?
4 A Yes, it is.
5 Q And if your signatures are on there, what does that
6 mean?
7 A That they have been completed.
8 Q Okay. And do -- did either of those work orders at
9 that time in March have anything to do with mice or
10 rodents?
11 A No, they haven't.
12 THE COURT: Mr. Gray, can I ask a question?
13 MR. GRAY: Of me or the witness?
14 THE COURT: Of the witness.
15 MR. GRAY: Well, you don't need my
16 permission, Your Honor. Yes, go ahead.
17 THE COURT: Mr. Harrison, I just want to
18 make sure we are -- that I have a clearer
19 understanding. You said that there was trash outside a
20 townhouse?
21 THE WITNESS: Yes.
22 THE COURT: And that that seemed to be
23 maybe a source of the mice?
24 THE WITNESS: Yes.
25 THE COURT: Okay. Is this townhouse a

1 different building than the one that Ms. Sealey lives
2 in?
3 THE WITNESS: No. It's all in one -- like
4 it's the townhouses that goes all the way around. It's
5 1, 2, 3, 4 -- I think it's four or five of them that
6 goes -- connected together, but they single units.
7 THE COURT: Okay. So there is -- and so
8 Ms. Sealey lives in one of those townhouses?
9 THE WITNESS: Yes, she does.
10 THE COURT: So there is a bunch of trash
11 outside the entire building of townhouses?
12 THE WITNESS: No, sir.
13 THE COURT: Where is the trash?
14 THE WITNESS: There is an alley that's on
15 the side of the last unit where all the trash was
16 inside the house. There is an alley that trash be just
17 dumped right there. We go out and pick it up and clean
18 it up. But inside the unit, the first unit, there was
19 trash all inside, like somebody was staying in there.
20 There was trash, couches, refrigerator. It was
21 everything. So once we cleaned it out, I think it
22 moves -- the rats had to have someplace to be warm at.
23 THE COURT: So is this an empty unit that
24 people are just flopping in?
25 THE WITNESS: Yes, sir.

1 THE COURT: Okay. Is Ms. Sealey using this
2 unit?
3 THE WITNESS: No, sir.
4 THE COURT: Okay. All right. But it's
5 attached to the building that Ms. Sealey actually lives
6 in?
7 THE WITNESS: Yes, sir.
8 THE COURT: All right. Thank you.
9 Mr. Gray?
10 MR. GRAY: Sure.
11 Q (By Mr. Gray) Were people breaking into that unit? Do
12 you know?
13 A Yes, sir.
14 Q So it wasn't occupied by any tenant of Martin Luther
15 King?
16 A No, sir.
17 Q And did you have occasion to try to stop the people
18 from breaking into the unit?
19 A Yes, sir. We go out there and keep boarding it up. We
20 made sure -- me and Darwin and Johnny went over there
21 and we boarded it up.
22 Q Now, were you -- do you know anything about the tenants
23 receiving a rent increase letter in March of this year?
24 A Yes, I did.
25 Q What do you know?

1 A I know that all the tenants in all the units got new
2 leases.
3 Q How do you know that?
4 A Because I work with Linda, and she was going through
5 all the -- putting out new leases out to everybody.
6 Q Just give me a minute. I am going to grab a bunch of
7 exhibits.
8 THE COURT: To the extent No. 65 was either
9 double numbered or some other sort of issue, No. 65 is
10 an admitted exhibit.
11 (Exhibit No. 65 admitted
12 into evidence.)
13 MR. GRAY: Thank you, Your Honor.
14 THE COURT: And that's an exhibit offered
15 by the plaintiff.
16 Q (By Mr. Gray) Wilbur -- Melvin -- Mr. Harrison, I am
17 going to hand you a series of exhibits that have been
18 admitted, and I just want to make sure you can identify
19 them. First one is Exhibit 31. It's a letter dated
20 3/24/15. Have you ever seen that letter before?
21 A Yes, I have.
22 Q So did you deliver those letters to any tenants?
23 A Yes, I have.
24 Q Did you deliver one to Ms. Sealey?
25 A No, I didn't.

1 Q You didn't do one to her?
2 A No, I didn't.
3 THE COURT: Mr. Gray, what was the date on
4 that?
5 MR. GRAY: I am sorry. 3/24/15.
6 THE COURT: Okay.
7 Q (By Mr. Gray) I'm going to hand you Exhibit No. 34. It
8 appears to be a handwritten statement dated 3/24/16.
9 Did you write that statement?
10 A Yes, I did.
11 Q That's your signature?
12 A Yes, it is.
13 Q Is it truthful and accurate?
14 A Yes, it is.
15 Q All right. Hand you Exhibit No. 35. Do you recognize
16 that exhibit? Got to answer out loud.
17 A Yes, I did.
18 Q Is that your signature?
19 A Yes, it is.
20 Q Truthful and accurate?
21 A Yes, it is.
22 Q I am going to hand you what has been marked as
23 Exhibit 37. It's a letter dated 3/31/16 about rent
24 increase and leases. Have you seen that before?
25 A Yes, I have.

1 Q And where did you see it?
2 A I was there when Linda was typing it up to give to --
3 to send them out to people.
4 Q Is that the letter you are talking about this year that
5 went out to all the tenants?
6 A Yes, it is.
7 Q Did you deliver any of those to the tenants?
8 A Yes, I did.
9 Q Did you deliver one of those to Ms. Sealey?
10 A No, I didn't.
11 Q But to some other tenants?
12 A Yes.
13 Q Do you know if Ms. Sealey ever signed a new rental
14 agreement?
15 A No, she didn't.
16 Q How do you know that?
17 A Because she said she wasn't -- she wouldn't sign one
18 until all the stuff is fixed in her house.
19 Q What stuff was that? Do you know?
20 A The faucet, the rats and the cupboard doors.
21 Q Did you see rats?
22 A Yeah -- the mices, yes, I have.
23 Q You saw mice or rats?
24 A Mices.
25 Q Okay.

1 MR. GRAY: I don't have any further
2 questions of this witness, Your Honor.
3 THE COURT: Mr. Briton?
4 MR. BRITON: Just a few, Your Honor.
5 CROSS-EXAMINATION
6 BY MR. BRITON:
7 Q So, you know, I am obviously working for Ms. Sealey.
8 Sir, can you tell me again what dates you were employed
9 by Martin Luther King Housing Development Association?
10 A End of October until April 30th.
11 Q So October 2015 to April 30th, 2016?
12 A Yes, sir.
13 Q Okay. Sorry. I was a little confused. So I think you
14 just said that -- I am going to call them rats because
15 they seem kind of large to me -- but that the rat
16 infestation was there in 2015, as well?
17 A Yes.
18 MR. GRAY: Objection; misstates the
19 testimony of the witness.
20 Q (By Mr. Briton) When did you see the rats? Or when did
21 you see signs of rat infestation in the house?
22 A Back in November when I first went to her house.
23 Q So November of 2015?
24 A Yes.
25 Q And I think you said you put rat traps down and sticky?

1 A We put sticky pads down, yes.
2 Q Did you ever call in an exterminator?
3 A No, I haven't.
4 Q Okay. And by the way, you are not like an expert in
5 pest control or an exterminator yourself, are you?
6 A No, sir.
7 Q So you really couldn't say for sure what might have
8 been causing that infestation?
9 A True.
10 Q And I think you had actually said that Ms. Sealey's
11 house, when you came there to correct the deficiency or
12 inspect it or whatever, was pretty clean; is that
13 right?
14 A Yes, sir.
15 Q And you had mentioned that there was trash outside and
16 that there was trash inside the neighboring unit; is
17 that right?
18 A Yes, sir.
19 Q Now, was that unit owned by your employer?
20 A Yes, sir.
21 Q Okay. I think you said that you fixed a faucet inside
22 her house during the time you were employed there?
23 A No, sir.
24 Q There were some work orders that you did. What did you
25 fix in her unit while you were employed there?

1 A We fixed the cabinet door that was broken. And on the
2 faucet, I came out there. She showed me what it was
3 and how she had to slam down to shut it off. It come
4 on good. Water worked good. But just to cut it off,
5 she had to slam down on the top of the bracket to cut
6 it off.
7 Q Okay. And the last thing, that letter that your
8 employer sent out about the new leases, that was in
9 April, right, wasn't it? Or was it in March?
10 A It was in March.
11 Q Oh, okay. And those new leases raised the rent, didn't
12 they?
13 A Yes, sir.
14 MR. BRITON: I don't have anything further.
15 Thanks.
16 REDIRECT EXAMINATION
17 BY MR. GRAY:
18 Q Just if you know, do you know how much it raised the
19 rent?
20 A I think it was 50 to $75, somewhere between that much.
21 MR. GRAY: No further questions, Your
22 Honor.
23 THE COURT: Mr. Briton, anything else?
24 MR. BRITON: No.
25 THE COURT: All right. Sir, you can step

1 down. Thank you.

2 THE WITNESS: Thank you.

3 (Testimony concluded.)

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1 SEPTEMBER 26, 2016

2 EXCERPT OF PROCEEDINGS

3 MR. GRAY: From our standpoint, it doesn't
4 logically follow that all of a sudden we are going to
5 just kick her out because she complains about rodents,
6 and rodents that, I might add, we would testify we
7 didn't -- and the testimony really was about either
8 grass that wasn't cut in her yard, debris that was in
9 her yard or debris from a place down the street. So I
10 think there is even a question of fact as to whether it
11 was our responsibility to fix any of those items
12 because we didn't really control them.

13 THE COURT: Well, okay. I am going to ask
14 you about that.

15 MR. GRAY: Okay. I don't know if I will
16 have the answer, but go ahead.

17 THE COURT: Well, I heard testimony about
18 grass piles in her backyard. I heard, I think it was
19 Mr. Harrison, the first maintenance fellow who
20 testified, say that the -- he thought that the issue
21 was a unit that was empty that was being squatted in
22 that had trash and debris in it, and that -- and I
23 think I asked him specifically if Ms. Sealey and her
24 unit had anything to do with the debris in that unit
25 that might have contributed to the rodent problem.

1 And I guess two things: One, he says he is there
2 and aware of a rodent problem in November and working
3 on a rodent problem in November of 2015, and the rodent
4 problem that he is working on he thinks is coming from
5 this vacant unit that your client has control over and
6 that Ms. Sealey had nothing to do with.
7 So I guess two things: It appears as though MLK has
8 got an awareness of a rodent problem because they are
9 addressing it in November, and two, they have got an
10 awareness that the rodents are coming from some other
11 source other than grass in the backyard.
12 MR. GRAY: From our standpoint, Your Honor,
13 Mr. Fair testified, Darwin testified that he felt it
14 came from Ms. Sealey's yard. That's the first thing.
15 The second thing is, Mr. Harrison testified that he
16 went in and gave him some traps and some sticky items,
17 and there was no mention of a rat at that point in
18 time. It was mice.
19 And so remember, we are talking about the landlord's
20 duty under 59.18 060 which is provide a reasonable
21 program for control.
22 I think it was Linda Fotiou's testimony that they
23 had boarded up that unit, so there was no testimony
24 that the landlord wasn't taking steps to try to control
25 the problem when they became aware of it. And yet, we

1 have this -- what we would say is a rather significant
2 gap in notice, if you are gonna go that route, from
3 November of 2015 to May of 2016 before we hear that
4 there is an issue with rodents.
5 Again, even if there is an issue with rodents, that
6 doesn't lead to retaliation.
7 THE COURT: And I am not suggesting that it
8 does. But in your opening and now again in your
9 closing, it's essentially, well, if there is a rat
10 problem, we are not sure that there is, but if there
11 is, it's somehow attributed to Ms. Sealey as opposed to
12 something else. And the evidence that I heard was, at
13 best, you've got high grass, grass debris, yard waste
14 debris in the backyard of the Sealey unit.
15 MR. GRAY: Take a look at the reports of
16 the pest control in August and September. And they
17 don't even talk about rats, I recall. I think it says
18 mice. It really talks about mice. And the only
19 pictures we have of rats that ended up coming out on
20 cross-examination were pictures taken back in
21 November/December of 2015 and allegedly January 2016,
22 nothing current, and certainly, current pictures could
23 have been submitted.
24 But our position would be that -- again, it doesn't
25 lead to retaliation, and it doesn't mean that the

1 landlord was not complying with 15.18.060 trying to
2 provide a reasonable program for the control of
3 infestation.
4 Just in closing, Your Honor --
5 THE COURT: Mr. Gray, take your time. I
6 didn't mean to cut you off.
7 (Excerpt concluded.)
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******CERTIFICATE******

I, Cathy D. Schamu, do hereby certify that the foregoing transcript entitled Verbatim Report of Proceedings, Testimony of Wilbur Harrison and Excerpt from Closing Argument of Mr. Gray, was taken by me stenographically and reduced to the foregoing, and that the same is true and correct as transcribed.

DATED at Tacoma this 8th day of March, 2017.

_____

CATHY D. SCHAMU

EXHIBIT

C

MARTIN LUTHER KING
HDA
HOUSING DEVELOPMENT ASSOCIATION

48 HOUR NOTICE TO INSPECT
(RCW 59.18.150(3)

TENANT IN POSSESSION AND ALL OTHERS

To: LAURA SEALEY
1316 S. 7TH ST. TACOMA, WA 98405
TACOMA, WA

This notice is to advise you that the landlord/agent wishes to enter your dwelling unit, listed above, to:

[ ] Inspect the premises:
[ ] Make necessary repairs and/or maintenance to the property. MANDATORY SMOKE ALARM TESTING

on OCT 28, 2014 between: 9AM and 12 NOON.

Unless we hear from you to the contrary, we will presume we have your full permission to enter the dwelling unit at that time.

Thank you for your cooperation in this matter.

Dated at: Tacoma, WA., on: OCTOBER 23RD 2014
(date)

Martin Luther King HDA
1147 Tacoma Ave S
Tacoma, WA 98402
(253) 682-1300

Agent: [signature]

Date: OCTOBER 23, 2014

Date of Delivery: OCTOBER 23, 2014

Time of Delivery: 4:35 PM

Personal Service or Posted & Mailed:

Personal Service To: LAURA SEALEY

Delivered By: [signature]

MARTIN LUTHER KING HOUSING DEVELOPMENT

TO: LAURA SEALEY

1316 S. 7TH ST TACOMA, WA 98405

FROM: Martin Luther King Housing Development Association

DATE: October 23, 2014

SUBJECT: Mandatory Inspection

This property was funded with public tax dollars by The Washington State Department of Commerce Housing Trust Fund (COM HTF), the HOME Program, and/or the Washington State Finance Commission Tax Credit program. The City of Tacoma will be performing the inspection representing these public funders at this location to ensure that program requirements are being met. The visit will occur on:

Tuesday, October 28, 2014, between the hours of 12 noon to 5PM.

All common areas of the property, as well as a random sampling of residential units will be included in the inspection. However, the units to be selected will not be determined prior to the day of the inspection per the City of Tacoma. **This is a mandatory inspection.** You do not have to be present if your unit is selected. A representative from our Association will be accompanying the inspector at all time while s/he is on the property site.

The inspector will be testing smoke detectors in the selected units during the inspection. Please do not be concerned about routine alarm sounds during the inspection.

if you have any questions, please contact the office at 253.682.1300.

Thank you,

Linda Fotiou, Executive Director

1147 Tacoma Avenue South, Tacoma, WA 98402 (Main Line) 253/682-1300 (Fax)253/627-1187

EXHIBIT

D

SPRAGUE

Service/Invoice Inspection Report
Invoice/Service Report #2957484

Thank you for your business! We look forward to delivering more pest prevention solutions for you in the near future. For service, visit www.spraguepest.com, contact your local service center 253-572-6500 or call 800-272-4988.

Client: 10030990
MLK HOUSING
1147 TACOMA AVE SO
TACOMA, WA 98405-3636

Service Location: 10030990
MLK TOWNHOUSES
1312 S 7TH ST
TACOMA, WA 98405-3636

Customer Signature: D. Fair

Technician Signature: Joe Escobar

Licenses/Certifications
WA - 84482 Comm App.

Time In: 8/26/16 8:30 AM
Time Out: 8/26/16 10:30 AM*
Terms: NET 30
PO #:

Order #	Service Description	Quantity
2957484	RATS	1

Service Comments

Tech Comment: Talked with Darwin, about rodent activity in units 1318 and 1316.
Unit 1316 Inspected unit found mouse droppings behind refrigerator, stove, and basement. Set mouse traps in. kitchen: 1 trap behind refrigerator, 1 trap behind stove, 1 trap under kitchen sink. Also set 3 traps in corners of basement. Please see reported for conditions contributing to activity.
Unit 1318 Inspected unit found mouse droppings behind refrigerator and in corner of basement. Set traps in kitchen: 1 behind refrigerator, 1 behind stove, and 1 under kitchen sink. Also set 3 snap traps in corners of basement. Please see reported for conditions contributing to activity.
Thank you for choosing Sprague Pest Solutions!

Material Summary

Material Applied	EPA # / Lot #	Active Ingredient / AI Concentration	Finished Quantity / Undiluted Quantity	Application Method / Application Equipment	Application Rate Sq/Cu/L Ft
None Noted.					

Open Conditions

		Severity / Responsibility	Created / Last Inspected
Unit 1318 Interior			
Condition	Gap around pipe going into wall - drain pipe in bathrm, drain pipe in up stairs bathrm, and in corner in closet	Low / Client	8/26/16 / 8/26/16
Action	Repair or replace as needed		
Unit 1318 Interior			
Condition	Door has gaps - basement door	Low / Client	8/26/16 / 8/26/16
Action	Repair or replace as needed		
Unit 1316 Interior			
Condition	Door needs to be rodent proofed - basement door threshold is loose	Medium / Client	8/26/16 / 8/26/16
Action	Repair or replace as needed		
Unit 1316 Interior			
Condition	Gap around pipe going into wall - down stairs bathrm sink drain pipe	Low / Client	8/26/16 / 8/26/16
Action	Repair or replace as needed		
Unit 1316 Interior			
Condition	Hole in wall located near floor - under stairs of stair way interior	Low / Client	8/26/16 / 8/26/16
Action	Repair or replace as needed		
Unit 1316 Exterior			
Condition	Weeds/Shrubs overgrown around the perimeter of the building - Trim down to prevent pest harborage (backyard/side of house)	Medium / Client	8/26/16 / 8/26/16
Action	Cut back weeds/shrubs		
Unit 1318 Exterior			
Condition	Weeds/Shrubs overgrown around the perimeter of the building - Trim down to prevent pest harborage (backyard/side of house)	Medium / Client	8/26/16 / 8/26/16
Action	Cut back weeds/shrubs		

Client signature acknowledges the above service was performed. If appropriate, technician recommends application. Colorado applicators are licensed by the Colorado Dept. of Agriculture. License required by Utah #4000-437. Sprague Pest Solutions Home Office: PO Box 2222, Tacoma WA 98401.

SPRAGUE

Service/Invoice Inspection Report
Invoice/Service Report #2957484

Thank you for your business! We look forward to delivering more pest prevention solutions for you in the near future. For service, visit www.spraguepest.com, contact your local service center 253-572-6500 or call 800-272-4988.

Open Conditions	Severity / Responsibility	Created / Last Inspected
Unit 1318 Interior		
Condition Hole in wall located near floor - in bottom corner of bedrm closet	Low	8/26/16
Action Repair or replace as needed	Client	8/26/16

Conditions Resolved This Visit	Severity / Responsibility	Created / Last Inspected
None Noted.		

Pest Summary	Quantity
None Noted.	

Device Summary	With Activity	Without Activity	Total Inspected	Device Exceptions: Replaced	Removed	Skipped
None Noted						

Additional pest findings may have been observed. Please see conditions and comments for more details.

Client signature acknowledges the above service was performed. If appropriate, technician recommends application. Colorado applicators are licensed by the Colorado Dept. of Agriculture. License required by Utah #4000-437. Sprague Pest Solutions Home Office: PO Box 2222, Tacoma WA 98401.

EXHIBIT

E

Laura Sealy - 253-625-8274

Martin Luther King Housing Development Association
Maintenance /Custodial Work Request

Date of Request: 9/12/2016

Requesting Tenant: MLKHDA

Tenant Name: MLKHDA (Laura Sealy)

Tenant Address: 1316 South 7th street

Tenant Contact#

Description of work/repair: Measure the livingroom window for repair/replacement.
We are also doing a follow-up on the rodent traps that were set 10 day's ago.

(TAKE PICTURES AFTER THE WORK IS COMPLETED)
Notes: When Sprague Pest Control arrived to the unit. Entry was denied to do the work on the work order. See invoice for statement by pest control.

Permission-to-enter: Yes

Requested Priority:
High-Must be done within 24 hours
Medium-Within the week
Low-When Scheduled

For Office Use Only:

Date Reviewed:
Priority Assigned:
Date Completed:
QC Date Completed:
Work Assigned To: Darwin

Joe Escobar
Sprague Pest.
Follow up.

Materials Used:
Repair Materials
Labor
Administrative Fee 0
Total Costs

ON 9/12/2016 I ARRIVED TO 1316 7TH ST WITH SPRAGUE PEST CONTROL FOR A FOLLOW-UP ON TRAPS SET, WAS DENIED ENTRY TO UNIT BY TENANT SEALY.

9/12/2016

SPRAGUE

Service/Invoice Inspection Report
Invoice/Service Report #2974091

Thank you for your business! We look forward to delivering more pest prevention solutions for you in the near future. For service, visit www.spraguepest.com, contact your local service center 253-572-6500 or call 800-272-4988.
This report serves as your INVOICE. All invoices are Net 30 days. Please remit payment to: Sprague Pest Solutions, PO Box 2222, Tacoma WA 98401.

Client: 10030990
MLK HOUSING
1147 TACOMA AVE SO
TACOMA, WA 98405-3636

Service Location: 10030990
MLK TOWNHOUSES
1312 S 7TH ST
TACOMA, WA 98405-3636

Customer Signature:

D. Fair

Technician Signature:

Joe Escobar

Licenses/Certifications
WA - 84482 Comm App.

Time In: 9/14/16 10:49 AM
Time Out: 9/14/16 11:06 AM*
Terms: NET 30
PO #:

Order #	Service Description	Quantity	Unit Cost	Amount
2974091	RODENTS UNIT 1318	1	$50.00	$50.00

SubTotal:	**$50.00**
Tax:	**$4.80**
Total:	**$54.80**
Amount Due:	**$54.80**

Service Comments

Tech Comment: Met with Darwin, he and I tried to enter townhome's #1316, and #1318 tenant's would not let us enter #1316 and other tenant in #1318 would not let us enter either. Thank you for choosing Sprague Pest Solutions!

Material Summary

Material Applied	EPA # / Lot #	Active Ingredient / AI Concentration	Finished Quantity / Undiluted Quantity	Application Method / Application Equipment	Application Rate / Sq/Cu/L Ft

None Noted.

Open Conditions

		Severity / Responsibility	Created / Last Inspected
Unit 1318 Interior		Low	8/26/16
Condition	Gap around pipe going into wall - drain pipe in bathrm, drain pipe in up stairs bathrm, and in corner in closet.	Client	8/26/16
Action	Repair or replace as needed		
Unit 1318 Interior		Low	8/26/16
Condition	Door has gaps - basement door	Client	8/26/16
Action	Repair or replace as needed		
Unit 1316 Interior		Medium	8/26/16
Condition	Door needs to be rodent proofed - basement door threshold is loose	Client	8/26/16
Action	Repair or replace as needed		
Unit 1316 Interior		Low	8/26/16
Condition	Gap around pipe going into wall - down stairs bathrm sink drain pipe	Client	8/26/16
Action	Repair or replace as needed		
Unit 1316 Interior		Low	8/26/16
Condition	Hole in wall located near floor - under stairs of stair way interior	Client	8/26/16
Action	Repair or replace as needed		
Unit 1316 Exterior		Medium	8/26/16
Condition	Weeds/Shrubs overgrown around the perimeter of the building - Trim down to prevent pest harborage (backyard/side of house)	Client	8/26/16
Action	Cut back weeds/shrubs		
Unit 1318 Exterior		Medium	8/26/16
Condition	Weeds/Shrubs overgrown around the perimeter of the building - Trim down to prevent pest harborage (backyard/side of house)	Client	8/26/16
Action	Cut back weeds/shrubs		
Unit 1318 Interior		Low	8/26/16
Condition	Hole in wall located near floor - in bottom corner of bedrm closet	Client	8/26/16
Action			

Client signature acknowledges service was performed. If appropriate, technician recommends application. Colorado applicators are licensed by the Colorado Dept. of Agriculture. License required by Utah #4000-437. Finance charge is a periodic rate 1.5% per month (18% APR) or min. of $1.00 for balances under $50.00. NSF check fee is $25.00. Client agrees to pay all collection fees and expenses. Please visit www.spraguepest.com.

EXHIBIT

F

0280 14274 10/11/2016

16-2-09931-4 47724000 MTSY 10-11-16

FILED
IN COUNTY CLERK'S OFFICE

OCT 07 2016

PIERCE COUNTY, WASHINGTON
KEVIN STOCK, County Clerk
BY _____ DEPUTY

PIERCE COUNTY SUPERIOR COURT

LAURA C. SEALEY, Petitioner/Defendant, Pro-se V. MARTIN LUTHER KING, H.D.A. INC., A WASHINGTON CORPORATION, Respondent/Plaintiff	Pierce County Superior Court Case No.: 16-2-09931-4 MOTION FOR STAY ON RELEASING FUNDS

A. IDENTITY

Now comes, Laura c. Sealey, petitioner/defendant, pro-se, filing this MOTION FOR STAY ON RELEASING FUNDS, to the plaintiff MARTIN LUTHER KING, H.D.A. INC., A WASHINGTON CORPORATION, that are being retained in the Court Registry.

10/11/2016 14274 0281

B. RELIEF SOUGHT

This Court should continue to retain the funds, totaling to $ 3,285.00, being held in the Court Registry, pending the results of the discretionary review of the Court's decision by the Washington State Court of Appeals, Division II.

C. STATEMENT OF THE CASE

FACTS

During the course of the trial, the Honorable Judge Sorensen had ordered that all monies due to the Plaintiff for rent, to be paid directly to the Court Registry, pending the outcome of the trial on the above cause.

On September 26, 2016, Judge Sorensen, made an oral ruling in favor of the Plaintiff (no written ruling available).

On October 7, 2016, at the final hearing, I presented the Court with a Motion for a **NOTICE OF REVIEW**.

ARGUMENT

Rap 7.2(h) authorizes the trial court to consider matters of supersedeas, stays, and bonds. Title 8 RAP controls the trial court's authority to supersede judgments under the appellate rules.

A party may supersede the enforcement of a money judgment as a matter of right. A party may also supersede as a matter of right "a decision affecting real, personal, or intellectual property." RAP 8.1(b).

The trial court's authority is limited to establishing that adequate security has been provided and does not include any power to evaluate the merits of the appeal. *Greene v. Levinson*, 120 Wash. 111, 206 P.956 (1922) (prerule case).

Stay of a decision in other civil cases is a matter of discretion. Traditionally, parties seeking a stay were required to obtain a commercial supersedeas bond or obtain trial court approval for "alternate security." Cash security, posted in the court registry with the superior court clerk, has the same effect as a commercial surety bond. Security other than a bond or cash is considered

"alternate security" and requires the trial court's approval before it may be effective to stay enforcement of a judgment. RAP 8.1(b)(4), (d).

All of the requirements, for Pierce County Superior Court to place the order for a stay on the release of the funds related to cause number 16-2-09931-4, being retained in the Court Registry, totaling to $ 3,285.00, have been met.

Due to the filing of the Notice of Review, filed on October 7, 2016, this court has the authority to order the stay of the funds in the Court Registry, pending the outcome of all appeals following cause number 16-2-09931-4.

D. CONCLUSION

Based on the grounds presented in the STATEMENT OF THE CASE section of this brief, the court should in the interest of justice, and in the protection of the federally and state protected Constitutional rights of Ms. Laura C. Sealey, a citizen of the state of Washington and the United States of America.

Respectfully Submitted on 7TH day of October, 2016.

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10/11/2016 14274 0282

0283 14274 10/11/2016

Declaration

I, Laura C. Sealey, state under oath pursuant to RCW 9A.72.085, that the forgoing facts are true to the best of my knowledge, based on personal observations, facts, evidence, experiences, and conclusions, and that the exhibits herein are true and correct and are what they are represented to be **DICKERSON v. WAINWRIGHT, 626 F. 2D 1184 (1980).**

Affidavit sworn as true and correct under the penalty of perjury has full force of law and doesn't have to be verified by a Notary Public.

Laura C. Sealey, Petitioner/Defendant, pro-se

Under penalty of perjury I swear the above is true.

Laura C. Sealey, Petitioner/Defendant, pro-se

EXHIBIT

G

E-FILED
IN COUNTY CLERK'S OFFICE
PIERCE COUNTY, WASHINGTON

October 10 2016 2:45 PM

KEVIN STOCK
COUNTY CLERK
NO: 16-2-09931-4

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

LAURA C. SEALEY, Plaintiff, vs. MARTIN LUTHER KING, H.D.A. INC., a Washington Corporation, Defendant(s).	No. 16-2-09931-4 DEFENDANT'S RESPONSE TO MOTION FOR STAY ON RELEASING FUNDS

COMES NOW the Defendant, MARTIN LUTHER KING, H.D.A. INC., by and through their attorney of record, Judson C. Gray of The Gray Law Firm, P.S. and in response to Plaintiff's Motion hereby state as follows:

1. Defendant's object and oppose the Motion because the funds have already been released to Defendant. Therefore, Plaintiff's Motion is moot.

2. Ms. Sealey did not appear at the final hearing on October 7, 2016. I was the only one who appeared and entered the Findings of Fact, Conclusions of Law, and Judgment. Ms. Sealey's attorney had already signed off on the Judgment.

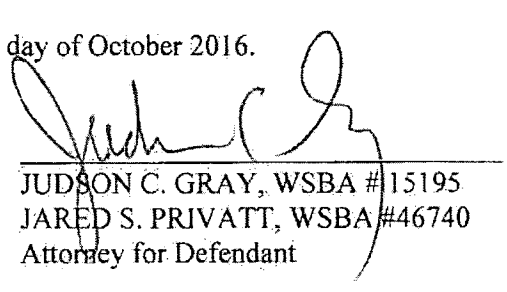
3. None of the requirements of the Pierce County Superior Court for ordering a stay have been met. The funds which were released from the Court Registry covered only July 2016, August 2016, and September 2016 rent, not October 2016 rent. The Plaintiff

THE GRAY LAW FIRM, P.S.
Judson C. Gray, Attorney
4142 6TH AVENUE
TACOMA, WASHINGTON 98406
Telephone (253) 759-1141 Facsimile (253) 759-1447
jgrayattorney@harbornet.com

continues to occupy the premise. She is scheduled for eviction on or about October 14, 2016. Adequate security has definitely not been provided.

4. Finally, this matter has not been scheduled for a hearing and the stay should be dismissed and no stay should be granted. Plaintiff has a right to appeal but her appeal which I have viewed is already incorrect because a copy of the decision was available. Her attorney had the actual decision even before October 7, 2016. Had Plaintiff been in the courtroom when I was there she could have asked me for a copy.

RESPECTFULLY SUBMITTED this 10 day of October 2016.



JUDSON C. GRAY, WSBA #15195
JARED S. PRIVATT, WSBA #46740
Attorney for Defendant

THE GRAY LAW FIRM, P.S.
Judson C. Gray, Attorney
4142 6TH AVENUE
TACOMA, WASHINGTON 98406
Telephone (253) 759-1141 Facsimile (253) 759-1447
jgrayattorney@harbornet.com

EXHIBIT

H

MARTIN LUTHER KING HOUSING DEVELOPMENT ASSOCIATION

TENANT ACCOUNT/DEPOSIT DISPOSITION FORM

Tenant Name: Laura Sealey

Tenant Address 1316 S 7th Street, Tacoma, WA 98405

Was proper notice given? ☐YES ☒NO

Deposit from Pledge? ☐YES ☒NO

TENANT FORWARDING ADDRESS:

No Forward Address
Phone: (253) 625-8274

Date notice received by MLKHDA: NA

Source of Pledge & Amount: NA

Monthly Rent: $1075.00

Date 20 Day ISSUED BY MLKHDA: 7/6/2016

DATE RENT PAID THROUGH: 6/30/2016

MOVE IN DATE: 5/6/2013

MOVE OUT DATE: 10/14/2016

REASON FOR MOVING: Relocation ☒Eviction Other (specify)

PAINTING CHARGE:	Cost of Materials Used	TOTAL PAINTING COST:	Cost Charged to Tenant
☐Spot painting	No Charge		No Charge
☐Room(s) Painted			
☒Entire Unit Painted	1251 sqft@$.45sqft		$ 562.95
			TOTAL: $ 562.95

CLEANING:	Cost of Materials	TOTAL CLEANING COST:	Cost Charged to Tenant
☐Room(s) Cleaned	$		$
☒Entire Unit Cleaned	$		$ 225.00
☐Carpet Cleaning	$		$
			TOTAL: $225.00

REPLACEMENT/REPAIRS/OTHER:

	Cost of Materials Used	Time Expended	Cost Charged to Tenant
	$		$
Heavy Trash Out	$188.29 plus $300.00		$ 488.29
Flooring Replacement	Est $1000.00		$ 1000.00
Legal Costs			$ 7460.87
Labor Costs		15 hours @ $ 44.00per hour	$ 660.00

TOTAL REPLACEMENT/REPAIRS/OTHER COST: $ 9609.16

TOTAL: $ $ 10,397.11

BALANCE FORWARD FROM LEDGER: (July-October 2016 Late Charges) $ 180.00

RENT DUE: FROM 7/16 THRU 10/16 $ 4,300.00

TOTAL TENANT CHARGES **$ 14,877.11**

Less: AMOUNT SECURITY DEPOSIT (Must be more than six months from date of move-in) $ (Sec. Dep.- 1,000.00)

Less: Monies Held in Lawyer Trust(July-September 2016) $ (Lawyer Trust- 3,285.00)

BALANCE DUE FROM TENANT: **$ 10,592.11**

Linda Fotian 10/28/16

Property Manager Date

Laura Sealey Move-Out
10-14-2016

WELCOME TO
ARCO #83558
1101 S SPRAGUE AVE
TACOMA, WA 98405
9686213

PRE-AUTHORIZED RECEIPT

Description	Qty	Amount
PREPAY CR #06		6.00
Subtotal		6.00
Tax		0.00
TOTAL		**6.00**
PREAUTH $		6.00

PREPAY Receipt
VISA $6.00
Acct/Card #: XXXXXXXXXXXX8192
Auth #: 605722
Ref: 227AABBB
Resp Code: 000
Term ID: 00200
Stan: 0053124323

SITE ID: 9686213
MERCHANT COPY

THANK YOU FOR
SHOPPING AT ARCO!
ST# 83558 TILL XXXX DR# 1 TRAN# 1025522
CSH: 10 10/17/16 16:33:34

City of Tacoma

Customer:	CASH
Card:	806306
Truck:	806306
Ticket #:	398005
Date:	10/17/16
Time In:	15:58
Time Out:	16:19
Turnaround:	21
Operator:	CM
Site:	LF

Gr: 10640 Tr: 8440 NET: 2200
Gr:1 Tr: 2
1 - Res SW Selfhaul

TIP FEE:	137.00
SPEC FEE:	0.00
UTILITY TAX:	0.00
ADJ:	0.00
TOTAL FEE:	$137.00
TENDERED:	137.00

Payment:
5 - Credit Card$137.00
XXXXXXXXXXXX8192

NOTE:

Signature:_____

U-HAUL EQUIPMENT CONTRACT	In-Town Return (IN)

Contract No.: 95223705
Monday 10/17/2016 4:43 PM

U-Haul at 12th & L
(702021)

1212 Earnest S Brazill St
TACOMA, WA. 98405

(253)627-6116

Customer Name:
MELVIN HARRISON
1147 TACOMA AVE S
TACOMA, WA 98402

Cust Ph - Email:
2536821300
m.harrison@mokhda.org

Rental Date/Time: 10/17/2016 1:40 PM
Return Date/Time: 10/17/2016 4:41 PM
Chargeable Rental Periods: 1

Equipment	MI Out	MI In	MI Rate	MI Charge	Coverage	Missing or Damage Charge:	Rental Rate	Rental Charge	Actual Charges
EL - 17' Truck EL 4562M Plate: AD26858 State: AZ	141315.5	141326.2	$0.89 X 10.7	$9.52	$0.00	$0.00	$29.95	$29.95	$39.47

FUEL TANK CAPACITY: 0 GALLONS

Environmental Fee:	$1.00
SubTotal:	$32.39
EZ Fuel Sales:	$8.08
Rental Tax:	$4.82
Reimbursement - 01 - Oil tire and repairs:	-$8.08
Rental Charges:	$45.29
Previous Paid:	$0.00
Credit Card Payment:	~~$45.29~~
Net Paid Today:	$45.29

Card Type:
VISA

Account:
XXXXXXXXXXXXXXXX8192

Approved:
224046

- I confirm that during the term of my rental there was not an accident involving the rented U-Haul equipment and no incidence where this equipment struck or otherwise caused damage to any person or property either while on a public road or private property. There was no injury or damage sustained by me or any other drivers or passengers of this equipment.

X_____
Customer Signature - (MELVIN HARRISON)

RUBEN ROMAN
U-Haul Signature - (RUBEN ROMAN)