

65802-6

65802-6

WASHINGTON STATE
COURT OF APPEALS, DIVISION I.

65802-6 I

R&T Hood and Duct Services, Respondent,

v.

Ricky W. Spruel, and Safe Haven Hood and Duct Services, Petitioner,

and

James W. Wheeldon,

and

Kenny Henderson, Defendants.

PETITIONERS OPENING BREIF

Ricky W. Spruel, Pro-Se, Petitioner.

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	1. Did the Superior Court abuse its power when it granted the Respondent’s motion for the entry of final judgment without affording the Petitioners oral argument?	
	2. Has the court made a probable error in repeatedly ignoring the Petitioners’ requests to have Petitioners Wheeldon and Henderson removed from the Plaintiff’s suit for lack of standing?	
	3. Has the Superior Court erred in failing to require substantial evidence for the Respondents’ claims which resulted in preliminary injunctive relief, a finding of contempt against the Petitioners, and summary judgment in favor of the Respondents?	

4. Has the court erred in awarding the Respondents damages which exceeds the stipulated in the Respondents' document?
5. Is the Respondents' document (offered as a non-competition agreement for petitioner Spruel) enforceable?

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1. The Superior Court erred when it failed to allow oral argument to the Petitioners before the entry of final judgment.
2. The Trial Court erred when it treated the Respondents' motion to find the Petitioners in contempt, as a motion for summary judgment
3. The Superior Courts granting the Respondents Preliminary injunctive relief was an error, and thereby limited the Petitioners' ability to act.
4. The Court has imposed the parameters of a document containing many contractual errors, and whose language alters the status quo.

5. The Superior Court erred in failing to hold the Respondents to any reasonable evidentiary standard in substantiating their allegations through out the litigation, or upon its decision to grant the respondents summary judgment.
6. The Superior Court erred in awarding the Respondents damages that exceed the stipulations contained in their document offered as a non-competition agreement for Petitioner Ricky W. Spruel.

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I. IDENTITY OF PETITIONERS

Petitioner(s); Safe Haven Hood & Duct Services, Ricky W. Spruel, James W. Wheeldon, and Kenny Henderson, hereby submit the following motion for amended appeal from a final judgment entered in King County Superior Court on December 2nd 2010.

II. SUPPLEMENTAL STATEMENT OF THE CASE

A. Factual Summary

The factual summary in Petitioner Ricky W. Spruel’s Motion for Discretionary Review is incorporated by reference as if fully set forth herein.

B. Amended motion for appeal from a final judgment/Opening Brief

Pursuant to RAP 5.1(e), the Petitioners hereby submit this amended motion for appeal from the final judgment entered in the Superior Court on December 2nd 2010, and under the existing case number 65802-6-I.

C. RAP 2.2(a) AND RAP 2.3 (b)(1),(2)

The Petitioners initially filed their motion for Discretionary Review pursuant to RAP 2.3(a),(b)(1),(2). The Motion for Discretionary Review was still pending a decision when the Superior Court entered Final Judgment against the Petitioners. The Petitioners now move to amend their notice of appeal pursuant to RAP 5.1(e), and bring their amended motion of appeal from a final judgment of the superior Court order entered on December 2nd 2010 pursuant to RAP 2.2 (a)(1) titled: *Final Judgment*.

III. INTRODUCTION

1. The Trial court committed obvious error when; it granted the Respondents preliminary injunctive relief, found the Petitioners in contempt of its Preliminary Injunction it entered on November 24th 2009, repeatedly ignored the Petitioners' requests to have Wheeldon and Henderson removed from the Respondents' suit, and granted the Respondents Summary Judgment without

affording the Petitioners an opportunity to present oral argument on the pleadings. In granting the Respondents' contempt motion (against the Petitioners) the Superior Court based its decision on information already used by the Respondents in seeking their Preliminary Injunctive Relief. Two additional allegations were made by the Respondents, neither supported by sufficient or reliable evidence.

2. The trial court has imposed the parameters of the Respondents' document in relation to Petitioner Spruel, which contains serious flaws and inconsistencies that render it flawed, and unenforceable as a non-competition contract.
3. The Superior Court has granted the Respondents nearly three times the amount stipulated in the document they have offered the court, which they are calling a non-compete contract. The court abused its power in awarding the Respondents damages in excess of what is contained in their document, and ignoring evidence offered by the Petitioners showing that the Respondents still possessed the clients over which damages were being sought.

IV. BACKGROUND

On August 15th 2007, Petitioner Ricky W. Spruel was employed by R&T Hood and Duct Services Inc. located in Seattle WA.

In or around August 2008, Petitioner Spruel was made Dept. Supervisor, and began training all R&T personnel.

On June 1st 2009, Petitioner Spruel was terminated for allegedly competing with R&T Hood and Duct Services. On June 2nd 2009, James Wheeldon was terminated on suspicion of selling accounts for Safe Haven. Then on June 3rd 2009, Kenny Henderson was terminated on suspicion on actually working at the Skylark Café (the Restaurant from which the Respondent's lawsuit originates), Brian Holcomb was terminated for similar reasons.

The Respondents filed suit (in or around August 2009) after the Petitioners refused to accept the Respondents' ultimatum to forego their wages, or be sued. The verbiage contained in their letter used language alluding to a contract that simply never existed, therefore, the Petitioners refused to enter into any agreement with the Respondents (*See Exhibit A contained in the Petitioners Reply in Support of their motion for Discretionary review*).

On November 24th 2009, the Honorable Gregory P. Canova (presiding in the Superior Court for the state of Washington in King County) granted the Respondents Preliminary Injunctive Relief. The court expressed its unwillingness to order the Petitioners not to work, but protected the Respondents' clients. The court limited the scope of the word 'client' to "any client that R&T possessed while the Defendants were in its employ" (*See Clerk's Papers Page 129 # 2*).

On June 28th 2010, the Honorable Gregory P. Canova (presiding in the Superior Court for the State of Washington in King County) entered a ruling finding the Petitioners in contempt of the court's Injunction it decided on November 24th 2009. The Petitioners filed a motion for reconsideration on July 6th 2010, which was denied on July 16th 2010. The Plaintiff(s) filed a motion for a bench warrant for Petitioner Spruel on July 16th 2010; the Defendant's motion in opposition was filed on July 19th 2010. The Petitioners filed a motion for Discretionary Review on July 26th 2010, and presented oral arguments to this Court on November 11th 2010. The Respondents filed a motion for summary judgment the same day in King County Superior Court, and the Petitioners filed a timely response requesting oral argument. The Honorable Gregory P. Canova granted the Respondents summary judgment on December 2nd 2010, without allowing the Petitioners oral argument on the pleadings.

V. ISSUES PRESENTED FOR REVIEW

- 1. Did the Superior Court abuse its power when it granted the Respondent's motion for the entry of final judgment without affording the petitioners an opportunity to have oral argument on the pleadings?**
- 2. Has the court made a probable error in repeatedly ignoring the Petitioners' requests to have Petitioners Wheeldon and Henderson removed from the Respondent's suit for lack of standing?**
- 3. Has the Superior Court erred in failing to require substantial evidence for the Respondents' claims which resulted in preliminary injunctive relief, a finding of contempt against the Petitioners, and summary judgment in favor of the Respondents?**
- 4. Did the Superior Court commit an error in awarding the Respondents damages that exceed the stipulations in the document they have offered as a non-competition agreement?**
- 5. Did the Superior Court err in granting the Respondents Preliminary Injunctive Relief?**

VI. STATEMENT OF THE CASE

- 1. The Trial court erred when it entered judgment against Petitioner Henderson absent any contractual agreement between the Respondents and the Petitioner (see Clerk's Papers Page 33).**

2. The trial court entered Summary judgment against the Petitioners without affording the Petitioners oral arguments on the pleadings pursuant to LCR 56(c)(1).
3. The trial court erred when it entered judgment against the Petitioners in excess of what is found in the document the respondents have offered calling a non-compete agreement between themselves and Petitioner Spruel (see Clerk's Papers Page 145, 172, 173, and 174).
4. The trial court abused its power in finding the Petitioners in contempt of its preliminary injunction, absent evidence to support such a finding (see Petitioner's Motion for Discretionary review, set aside pursuant to RAP 5.1(e), under the cause number under which the current motion appears).
5. The trial court erred in enforcing the Respondents' document which is largely unenforceable.

VII. ARGUMENT

- A. SUPERIOR COURT ERRED IN DENYING PETITIONERS ORAL ARGUMENT BEFORE ITS ENTRY OF SUMMARY JUDGMENT
 1. The Respondents presented their defense of the Petitioners Motion for Discretionary Review on November 11th 2010. That same day,

the Respondents filed a Motion for Summary Judgment in King County Superior Court. The Petitioners filed a timely response requesting, inter alia, oral argument on the pleadings pursuant to LCR 56(c)(1) (*See Clerk's Papers Pgs 378-379*). It reads:

“ Argument. All summary judgment motions shall be decided after oral argument, unless waived by the parties. The length of oral argument shall be decided by the assigned judge.” The Superior Court erred in entering final judgment without first allowing the Petitioners an opportunity to present their case by oral argument. The Petitioners requested oral argument at the heading of their motion, and in no fewer than two other places inside the motion in opposition to the Plaintiff's motion for the entry of final judgment. The court had the discretion to deny **witness testimony**, (*Landberg v. Carlson*, 108 Wn.App. 749, 33 P.3d 406 (2001)), while LCR 56 (c)(1) is clear. The Superior Court has abused its power in this matter, and its ruling should be reversed.

B. THE SUPERIOR COURTS AWARDING OF DAMAGES TO THE RESPONDENTS

1. The Superior Court awarded the Respondents \$76,466.40 in its order granting the Respondents summary judgment. On the second page of the Respondent's document, first paragraph under 5.3 it

reads: “**Additional Remedies.** If for any reason Employee shall acquire or otherwise obtain Client Accounts from Employer by any means whatsoever or provide services to such Client Accounts then **Employee shall pay Employer fifty percent (50%)** of the actual fees billed or billable to such Client Accounts by Employee each year for a period of three (3) years, commencing with the date Employee first rendered services to such Client Accounts.” The Superior Courts awarding the Respondent \$76,466.40, which is far in excess of the provisions set out in their document. Kim Yanik’s Declaration (Clerk’s Papers Page 145) gives the amount of actual damages as \$25,836.90. Fifty percent of which would be \$12,918.45. If multiplied by three years, the amount would be \$38,755.35, and not \$76,466.40 which the superior court has awarded the Respondents.

2. The Superior Court has not considered the Petitioners arguments carefully throughout this litigation. The Respondent provides an array of fire protection services that the Petitioners have never provided to clients, yet, the Court has included the invoices the Respondents have submitted for any and all services and not just Hood and Duct cleaning. Further, the invoices that appear in Kim Yanik’s Declaration attached to the Respondent’s Motion for the

Entry of Final Judgment cannot be authenticated. The Respondents have submitted these documents, and the Superior Court has relied on the Respondent's word that they were actually billed to the clients they are claiming they were billed to. We do not see (for example) any signature on the actual invoices, and absent this verification, the Respondents' claims to such large amounts cannot be substantiated.

C. THE SUPERIOR COURTS PRELIMINARY INJUNCTION

1. Prior to the Honorable Gregory P. Canova entering preliminary injunctive relief against the Petitioners, the *ex parte* Commissioner denied the Respondents' motion for a temporary restraining order on the grounds that the Respondents had an adequate remedy at law (the right to seek money damages). The same should have been true when the Respondents filed for preliminary injunctive relief, which the Superior Court granted the Respondents on November 24th 2009.
2. The document offered to the Superior Court (in relation to Petitioner Ricky W. Spruel) provides for an adequate remedy at law-the right to litigate a claim for monetary damages. The Petitioners contend the document is not valid, but the Respondents were still entitled to litigate. Injunctive Relief is not available

where there is an adequate remedy at law. *Kucera v. Washington*, 140 Wash.2d 200, 995 P.2d 63, 66 (2000) (adequate remedy in the form of monetary damages); *Tyler Pipe Indus., Inc. v. Washington*, 96 Wash.2d 785, 638 P. 2d 1213 (1982). In *Kucera*, the Washington Supreme Court held that: An Injunction is distinctly an equitable remedy, and is frequently termed ‘the strong arm of equity,’ or a ‘transcendent or extraordinary remedy,’ and is, therefore, a remedy which should not be lightly indulged in. *Id.* At 140 Wash.2d at 209, 995 P.2d at 68. The Washington Supreme Court held that the property owner in *Kucera* had an adequate remedy at law in the form of monetary damages, and that therefore, they failed to demonstrate that they were entitled to the extraordinary remedy of Injunctive relief. *Id.* At 140 Wash.2d at 210, 995 P.2d at 69.

D. THE RESPONDENTS LACK STANDING IN THEIR SUIT

1. The Respondents brought suit against Safe Haven Hood & Duct Services, Ricky W. Spruel, James W. Wheeldon, and Kenny Henderson. The Respondents have not offered a signed document as a non-compete contract for Kenny Henderson (See Clerk’s Papers Page 33), and while the Respondents have recently submitted a document they are now calling a non-competition

agreement for Wheeldon, on numerous occasions the Respondents have admitted that they do not have documents to support their claims against Wheeldon. Petitioner Wheeldon maintains that he has never signed such a document, and the document now offered by the Respondents has been forged by them. A mere intent of one party to enter into a contract does not mean such a contract has been formed. *Ed Nowogroski Ins. Inc. v. Rucker*, 88 Wash. App. 350, 361, 944 P.2d 1093, 1099 (1997), *Anderson Paper & Packaging, Inc. v. Johnson*, 2008 Wash. App. LEXIS 2569 (Wash. Ct. App. Nov. 3, 2008).

E. TRADE SECRET CLAIMS MADE BY THE RESPONDENTS,
AND THE SUPERIOR COURTS FAILURE TO REQUIRE A
CLIENT LIST UPON GRANTING RESPONDENTS
PRELIMANRY INJUNCTIVE RELIEF

1. The Superior Court failed to require the Respondents to produce a client list of its customers that it sought protection against losing. The Respondents argued to the court that they would not provide a list due to their fear these clients may be solicited by the Petitioners. The Respondents would latter make allegations that the Petitioners breached the Courts

injunction, and without providing a single customer declaration, invoice (or other substantiating evidence); the Court found the Petitioners in contempt of its ruling. The Superior Court has erred in not only granting undue preliminary Injunctive Relief to the Respondents, but in failing to hold them to reasonable standards of providing evidence to support their allegations. The Courts rationale was, simply, the Courts rulings were necessary to protect the Respondent's/Plaintiff's trade secrets. 'A trade secret only remains a trade secret if it is kept secret, and the Respondents failed to ever show the means by which it protected any secrets, or what these secrets may have been. *Ed Nowogroski Ins. Inc. v. Rucker*, 88 Wash. App. 350, 361, 944 P.2d 1093 (1997).

F. ERRORS IN THE RESPONDENTS DOCUMENT OFFERED AS A NON-COMPETITION AGREEMENT

1. The document offered by Plaintiff(s) as a non-compete contract has no indication of how long it ever was (no page numbers).
2. The printed name of Petitioner Spruel appears on what is believed to be page 1, while no signature or initials appear on the page offered as page 2 (Emphasis added). Finally, the signature of

Petitioner Spruel appears on what is believed to be page 3. That the page containing the non-compete language is in between two signed documents, which themselves are un-numbered, provides sufficient doubt as to this Documents validity and originality (Clerk's Papers Pages 172-174).

3. The non-compete document offered by the Respondents contains no geographical boundaries.
4. The non-compete document offered by Respondents contains no independent consideration being introduced after Petitioner's termination, and Petitioner maintains that this non-compete language was added after employment.
5. The Respondents document offered as a non-compete agreement was not signed by the Respondent.
6. The font between pages provides doubt as to all pages making up a single original document (Clerk's Papers Pages 50-51).
7. The non-compete Document offered as a non-compete agreement is unreasonable in many respects, such as; baring Petitioner from working for companies in the same profession, or creating such work independently.

Washington Courts have only enforced non-compete agreements that are validly formed, and are reasonable (*See Racine v. Bender*,

141 Wash. 606, 615, 252 P. 115 (1927)), and after the document in question has been authenticated ER 901 (b)(4). The Respondents have not offered any document amounting to a non-competition agreement for Petitioner Henderson, but have maintained that one exists. Their claim remains unsupported by material fact, and the Superior Court has abused its discretion by failing to require proper authentication for their claims (*International Ultimate, Inc. v. St. Paul Fire & Marine Ins. Co.*, *122 Wn.App. 736, 87 P.3d 774 (2004)*).

G. THE SUPERIOR COURT CONTEMPT ORDER AGAINST THE PETITIONERS

1. The petitioners have argued (in their motion for Discretionary Review) that the Superior court entered its order finding the Petitioners in contempt of its injunction absent reliable evidence, and where no violation would have occurred even had the Respondents' claims been true. The bulk of the documents presented were not matters that occurred after the courts injunction, were actual used to obtain the injunction, and offered no evidence that the alleged actions of the Petitioners took place after November 24th 2009 (the date of the Superior Courts actual ruling).

2. The Respondents have mentioned two new clients in their contempt motion. They are: The Zato Grill, and The Mill Creek Country Club. The Invoice the Respondents have offered to the Superior Court has an initial service date of September 2009 (see Clerk's Papers Page 150-154: Smith's Declaration found as an exhibit in the Petitioners motion for Discretionary Review), which is three months after the Petitioners were terminated from R&T's employ. The Injunction protected only clients that the Respondent possessed while the Petitioners were in its employ. The allegation made in regards to the Mill Creek Country Club remained no more than an allegation, and lacked a single piece of evidence. In all of the Respondents allegations they have failed to produce a single declaration from any clients themselves, rather, the respondents (and the Superior Court) have remained content with baseless allegations absent of reliable evidence. Due process requires more than the word of the moving party in a suit, and since the respondents have initiated their suit, the burden of proving their allegations should be fulfilled, and the Respondents have not (despite the Superior Courts abuse of discretion) done so.
3. The Petitioners made appeals to the court to require the Respondents to produce evidence to support their allegations that

the Petitioners were soliciting accounts and or servicing their clients. The Respondents produced what they claimed were Hood Certifications from services conducted by Safe Haven (See Clerk's Papers Pages 155-156). This Court will see that in at least two instances, the Respondents still possessed the very clients they have sought damages on, or never possessed the client at all (*See Appendix 1 and Appendix 2*). Appendix 1 is an R&T Hood Sticker Certification found at the Rock Bottom Brewery while Safe Haven was conducting a fire inspection at the request of the restaurant in December of 2010. Apart from the negligence of R&T hood technicians conducting service at this location (posing serious potential threats to public safety, by increasing the risk of an Exhaust fire (*See Exhibit A and Exhibit B* of Petitioner Spruel's Declaration accompanying this motion)), R&T still possessed this account at the time of seeking damages (Clerk's Papers Page 145) from the Superior Court, which it granted upon its ruling granting the Respondents' motion for Summary Judgment.

Exhibit B is an e-mail sent from Kim Yanik (Owner of R&T) to Ricky Spruel (Owner of Safe Haven) wherein Ms. Yanik admits that they did not possess the Midtown Station Restaurant, though

they sought damages for this client, and the Superior Court awarded the respondents damages for this client.

VIII. CONCLUSION

The Superior Court erred when it; granted the Respondents preliminary injunctive relief, failed to order the Respondents to provide a client list of its customers, granted the respondents' contempt motion without requiring a formidable showing of evidence, and granted the Respondents Summary Judgment without allowing the Petitioners an opportunity to present oral argument on the pleadings. The proceedings in this case are fatally flawed, while the error exercised by the Superior Court is nearly beyond the stage of treatment. The Petitioners, for the reasons stated herein, hereby requests this court to reverse the ruling of the Superior Court, and remand the case for further proceedings consistent with this courts culture of justice.

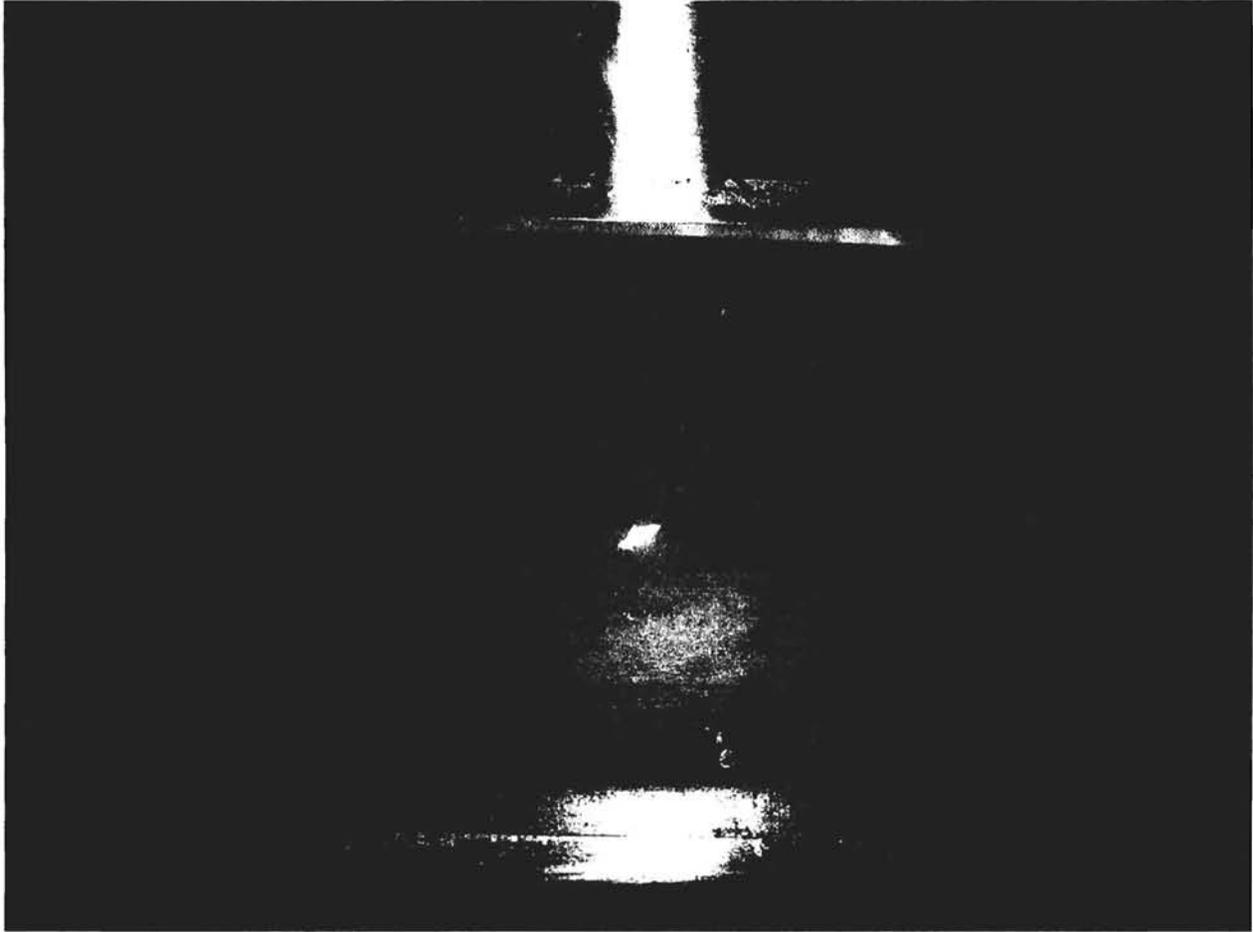
DATED This 18th day, of the month of April 2010.

Signed at: Bellevue, Washington.

Ricky W. Spruel, Petitioner Pro Se
P.O. Box 13361
Des Moines, WA. 98198
rickyspruel@yahoo.com
(253) 332-8970

APPENDIX 1

APPENDIX 1



R&T Hood Certification of Service at the Rock Bottom Restaurant October 2010.

APPENDIX 2

From: Kim Yanick (kyanick@rthood.com)
To: kkoback@rpwfirm.com; rickyspruel@yahoo.com;
Date: Fri, October 22, 2010 2:43:19 PM
Cc: tRomero@rpwfirm.com;
Subject: RE: RT Hood v. Spruel et al.

Kathy and Troy,

We just stumbled upon another Safe Have situation. This one is not as cut and dry though.

Midtown Station:

The last time we had cleaned their hoods was 4/17/2008. They remained a fire service customer and have serviced their fire system several times since 2008, most recently 2/24/10.

We called today only to find out that SafeHaven had just cleaned their hood and did "a great job". We also determined that Midtown Station had new owners, not the original owners we had dealt with.

So.....is this technically a violation or not?

~~~~~  
Kim Yanick  
R&T Hood and Duct Services, Inc.  
(206) 726-0940  
[kyanick@rthood.com](mailto:kyanick@rthood.com)  
[www.rthood.com](http://www.rthood.com)

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**From:** Kathy Koback [mailto:kkoback@rpwfirm.com]  
**Sent:** Friday, October 22, 2010 10:09 AM  
**To:** Ricky Spruel  
**Cc:** Troy Romero  
**Subject:** RT Hood v. Spruel et al.

Mr. Spruel,

Attached please find Plaintiff's Primary Witness Disclosure.

Very Truly Yours,

Kathy Koback, Legal Assistant  
ROMERO PARK & WIGGINS P.S.  
155 108th Ave. NE, Suite 202  
Bellevue, WA 98004  
(425) 450-5000 Telephone  
(425) 450-0728 Facsimile



1 4. The Superior Court entered Summary Judgment against the Petitioners denying  
2 them an opportunity to present oral arguments, and awarded the Respondents  
3 twice as much as their document called for (*See Clerk's Papers Page 145* under  
4 the Declaration of Kim Yanik), although the document in question has serious  
5 flaws and inconsistencies which were (on numerous occasions) pointed out to the  
6 court. The document the Respondents have offered to the Superior Court for  
7 Petitioner Spruel is largely unenforceable for the reasons outlined in the opening  
8 brief.

9 5. The Respondents were successful in convincing the court to ignore its obligation  
10 to be an impartial arbitrator in this case, and made allegation that Safe Haven was  
11 charging clients less than the Respondents were, and that the only way this was  
12 possible was if Safe Haven were performing less than quality service. R&T's  
13 charging customers three times as much seems not to have improved the quality  
14 of their performance, and they have conducted many of their services in such a  
15 way as to increase the threat of restaurant fires (See Exhibit A and B which is  
16 R&T's October 2010 Service to the Rock Bottom). R&T technicians left saturated  
17 grease rags in the fire trap above the ceiling panels at the restaurant, prompting  
18 them to call us to conduct a fire inspection. Safe Haven took photos of the sight  
19 (free of charge), and recommended that they schedule R&T to come back out to  
20 remedy the problem, since they paid R&T for the service.

21 6. R&T has not provided any customer declarations to support their allegations  
22 against the petitioners. This litigation has been a matter of their word against ours,  
23 gamesmanship, and an awkward exchange of hide and seek. The Petitioners have  
24 requested the court to require a more formidable showing of evidence before  
25 ruling on their allegations, a request which the Superior Court ignored.

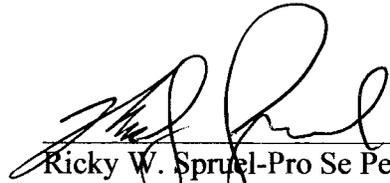
26 7. Safe Haven has not used any proprietary information of R&T's to lure clients.  
27 R&T's pricing information was never available to Supervisors or lead

1 Technicians while any of the petitioners were in their employ; Safe Haven  
2 provides their services at rates that the company can currently sustain.

- 3 8. Kim Yanik (owner of R&T) knows that she has forged the documents she has  
4 used in her suit against Petitioner Spruel. No signed non-compete agreement has  
5 been offered for Petitioners Henderson, although the court abused its power in  
6 entering judgment against him.

7  
8 I HEREBY DECLARE UNDER THE PENALTY OF PURJURY UNDER THE  
9 LAWS OF WASHINGTON STATE, THAT THE FOREGOING IS TRUE AND  
10 CORRECT TO THE BEST OF MY KNOWLEDGE.  
11

12  
13  
14 DATED this 21<sup>st</sup> day of March, 2011.

15  
16  
17  
18   
19 Ricky W. Spruel-Pro Se Petitioner  
20 rickyspruel@yahoo.com  
21 P.O. Box 13361  
22 Des Moines, WA. 98198  
23  
24  
25  
26  
27

28 Ricky W. Spruel, Pro-Se  
P.O. Box 13361  
Des Moines, WA. 98198  
(253) 332-8970

DECLARATION OF RICKY SPRUEL

rickyspruel@yahoo.com



# EXHIBIT A

# Exhibit A



R&T's October 2010 Service To the Rock Bottom Brewery in Bellevue, WA.

Grease Saturated Rags in Fire Trap Above Ceiling Panel : Fire Hazard

# **EXHIBIT B**

## Exhibit B



R&T's October 2010 Service To the Rock Bottom Brewery in Bellevue, WA.

Grease Saturated Rags in Fire Rap Above Ceiling Panel : Fire Hazard

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**WASHINGTON STATE COURT  
OF APPEALS DIVISION I**

|                                         |   |                             |
|-----------------------------------------|---|-----------------------------|
| R&T Hood and Duct Services Inc.,        | ) | <b>NO. 65802-6 I</b>        |
|                                         | ) |                             |
| Respondents,                            | ) |                             |
|                                         | ) |                             |
| v.                                      | ) | <b>AFFIDAVIT OF SERVICE</b> |
|                                         | ) |                             |
| Safe Haven Hood & Duct Services, et al. | ) |                             |
|                                         | ) |                             |
| Petitioners.                            | ) |                             |

2012 APR 18 PM 12:55

To: Romero Park & Wiggins P.S., Attorney for Respondent(s);  
R&T Hood and Duct Services/Kim Yanik  
Pacific Plaza, 155-108<sup>th</sup> Avenue NE Suite 202  
Bellevue, Washington, 98004-5901

And To: R&T HOOD AND DUCT SERVICES INC.

I, Ricky W. Spruel, declare the following:

1. I am over the age of eighteen years old,
2. I am not a party of the above captioned case,
3. I caused to be delivered (in person) the following legal document(s) on April 18<sup>th</sup> 2011, on behalf of Safe Haven Hood and Duct Services, Ricky W. Spruel,

Ricky W. Spruel.  
P.O. Box 13361  
Des Moines, WA. 98198  
(253) 332-8970

AFFIDAVIT OF SERVICE

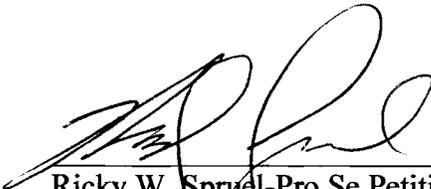
rickyspruel@yahoo.com

1 James Wheeldon, and Kenny Henderson (who are the  
2 Petitioners/Defendant(s) in the above captioned case):

- 3 1. Petitioners' Opening Appeal Brief.  
4  
5 2. Declaration of Ricky Spruel.  
6  
7 3. Petitioners Reply in Support of the opening brief, and this:  
8  
9 4. Affidavit of Service.

10 I, Ricky W. Spruel, HEREBY DECLARE UNDER THE PENALTY OF PERJURY,  
11 ACCORDING TO THE LAWS OF THE STATE OF WASHINGTON, THAT THE  
12 FORGOEING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

13  
14  
15  
16  
17 DATED this 19<sup>th</sup> day of April, 2011.

18  
19  
20  
21   
22 Ricky W. Spruel-Pro Se Petitioner  
23 rickyspruel@yahoo.com  
24 P.O. Box 13361  
25 Des Moines, WA. 98198

26  
27  
28 Ricky W. Spruel.  
P.O. Box 13361  
Des Moines, WA. 98198  
(253) 332-8970

AFFIDAVIT OF SERVICE

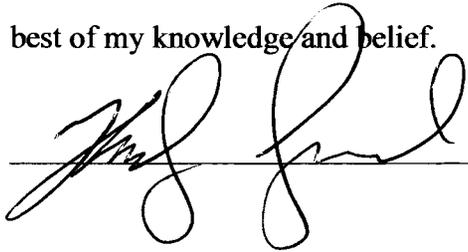
rickyspruel@yahoo.com

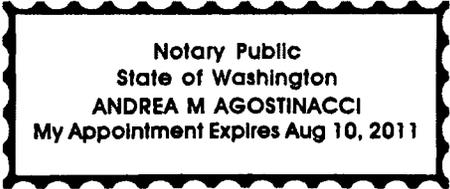
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**VERIFICATION**

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF King )

I, Ricky Spruel, being duly sworn, upon oath depose and say: I  
have read the foregoing Affidavit of Service, and have compiled it to the  
best of my knowledge and belief.

  
\_\_\_\_\_



**SUBSCRIBED AND SWORN TO** before me this 18<sup>th</sup> day of the  
month of APRIL, 2010.

  
\_\_\_\_\_

**Printed/Typed Name:** ANDREA AGOSTINACCI

**NOTARY PUBLIC** in and for the State of Washington,

Residing at: Belleveue

My commission expires: AUG 10, 2011

Ricky W. Spruel.  
P.O. Box 13361  
Des Moines, WA. 98198  
(253) 332-8970

AFFIDAVIT OF SERVICE

rickyspruel@yahoo.com



WASHINGTON STATE  
COURT OF APPEALS, DIVISION I.

65802-6 I



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R&T Hood and Duct Services, Respondent,

v.

Ricky W. Spruel, and Safe Haven Hood and Duct Services, Petitioner,

and

James W. Wheeldon,

and

Kenny Henderson, Defendants.

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PETITIONERS OPENING BREIF

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Ricky W. Spruel, Pro-Se, Petitioner.

WASHINGTON STATE  
COURT OF APPEALS, DIVISION I.

65802-6 I



---

R&T Hood and Duct Services, Respondent,

v.

Ricky W. Spruel, and Safe Haven Hood and Duct Services, Petitioner,

and

James W. Wheeldon,

and

Kenny Henderson, Defendants.

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REPLY IN SUPPORT OF PETITIONERS OPENING BREIF

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Ricky W. Spruel, Pro-Se, Petitioner.



WASHINGTON STATE COURT  
OF APPEALS DIVISION I

|                                         |   |                      |
|-----------------------------------------|---|----------------------|
| R&T Hood and Duct Services Inc.,        | ) | NO. 65802-6 I        |
|                                         | ) |                      |
| Respondents,                            | ) |                      |
|                                         | ) |                      |
| v.                                      | ) | AFFIDAVIT OF SERVICE |
|                                         | ) |                      |
| Safe Haven Hood & Duct Services, et al. | ) |                      |
|                                         | ) |                      |
| Petitioners,                            | ) |                      |
|                                         | ) |                      |

To: Romero Park & Wiggins P.S., Attorney for Respondent(s);  
R&T Hood and Duct Services/Kim Yanik  
Pacific Plaza, 155-108<sup>th</sup> Avenue NE Suite 202  
Bellevue, Washington, 98004-5901

And To: R&T HOOD AND DUCT SERVICES INC.

I, Ricky W. Spruel, declare the following:

1. I am over the age of eighteen years old,
2. I am not a party of the above captioned case,
3. I caused to be delivered (in person) the following legal document(s) on April 18<sup>th</sup> 2011, on behalf of Safe Haven Hood and Duct Services, Ricky W. Spruel,

Ricky W. Spruel.  
P.O. Box 13361  
Des Moines, WA. 98198  
(253) 332-8970

AFFIDAVIT OF SERVICE

rickyspruel@yahoo.com