

71340-0

71340-0

NO. 71340-0-1

COURT OF APPEALS DIVISION ONE OF STATE OF WASHINGTON

KAY B. KAYONGO, PRO SE APPELLANT/ PLAINTIFF

V

WESTFIELD, LLC, RESPONDENT/DEFENDANT

REPLY BRIEF OF APPELLANT

KAY BENICE KAYONGO
PRO SE APPELLANT/PLAINTIFF

12714 LAKE CITY WAY NE
SEATTLE, WA 98125



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I. ARGUMENT.

1. Appellant Rebutts The Respondent's Request of Attorney Fee and Cost and The Affirmation of Court of Appeals' Decision of Trial Court Which granted Summary Judgment in His Favor CP 309-312, See Respondent's Brief pg. 14,

First of all, the appellant requests the Court of Appeals to maintain the review of her amended opening brief of Complaint for Damages Based on Product Liability and all the relief sought on it including the restatement to reverse the trial court's decision of granting summary judgment in respondent's favor which was done intrinsically and extrinsically fraudulent, wrongfully and prejudicially (because the appellant (I) is a black Africa woman, and there was also a sign language between judge Downing and respondent Counsel when the judge raised the proposed order to ask him if the respondent counsel has read it when appellant looked at their eyes which also surprised appellant to see her claim being dismissed, and which is a part of sought this review when the respondent Westfield was in default of failure to comply with summons 20 days upon received , reviewed and knew the content of it and remained silence until the time to served the proper party in the action independent contractor National Janitorial Service Inc. has expired to raise these all issues he stated on the pleadings and his answer brief.

Second, the respondent's issues presented and relief he requested in his brief is without merit for the followings:

1. The respondent stated that the record establishes that plaintiff/appellant Kay B. Kayongo failed to complete service of process under RCW 4.28.080 (10).

The service process to respondent Westfield was well-served pursuant to RCW 4.28.080 (10) because the respondent receptionist Christina Samples fraudulent accepted to be secretary of Westfield when affiant Walo Okako asked her, and the respondent attorney Mr. Peter E. Sutherland failed to provide the correct address of appointed agent under Secretary of State receiving lawsuit document on behalf of Westfield, LLC upon timely requested by appellant under rule 26 General provisions Governing Discovery and rule of professional conduct 4.4 respect for rights of third party (b) which was cited her in under RAP 10.8 in additional authorities after trial court's decision pg. 2-3. This service process of summons and complaint was done within tolled statute RCW 4.28.170 after the service on respondent Westfield and filing of it with the King County Superior Court Clerk Office.

2. Respondent stated that Westfield did not manufacture, retail, or distribute the paper towels used in the southcenter mall restroom. The paper towels were in fact purchased by the Janitorial contractor, see respondent's brief pg. 6

Janitorial Contractor is performing a contractual service enters into employment contract with Westfield or WEA-Southcenter there is any way that contractual employer Westfield or WEA-Southcenter should not know to whom the complaint supposed to be given when the appellant complained on June of 2010 at his management office 633 Southcenter # 2800, Tukwila, WA 98188 when at the time Mr. Andrew Ciarrocchi was in the management duties to provide the complaint to the appropriate party Independent contractor National Janitorial Service Inc. who purchased and stocked towel papers at mall's restroom beside of sent it to inappropriate party claims representative NovaPro Risk Solution or to comply with summons 20 days rule 4, 3, and 12 to raise timely the defense of lack personal jurisdiction over Westfield for his name to be dismissed from this action when he received and reviewed the summons and complaint beside continuing defending the case that is not his by stated that he did not manufacture, nor retail or distribute towel papers, and for him not be liable under default of failure to comply with summons 20 days and fraudulent misrepresentation concealment of independent contractor the purchaser and stocker of towel papers see rest. 2nd Torts and Washington Practice Tort Laws and Practices in Appellant's Brief pg. 38-42.

3. Respondent stated that Ms. Kayongo insists on haphazardly and aggressively asserting this matter to courts: King Superior Court,

Division I and The Washington State Supreme Court, see
Respondent's Brief pg. 6

Ms. Kayongo 's claim was extrinsically and intrinsically fraudulent,
wrongfully, and prejudicially (discriminated based on her color as a black,
Africa, unprofessional at law, rule, and unfamiliar with the use of them ,
English as Second Language and living statue while she is in preparation
to have knowledge in Business Administration study and there is any fair
justice have been done yet) dismissed.

4. Respondent stated that to sustain a cause of action in a product liability suit, a plaintiff must establish that the defendant manufactured, distributed, or sold the product alleged to have caused the injury... the plaintiff must establish a reasonable connection between the injury, the product causing the injury and the manufacturer of that product, the plaintiff must also identify the particular manufacturer of the product that caused the injury.

The respondent Westfield is defending and raising the issues of independent contractor National Janitorial Service Inc. that are not on his control or liability when he does not represent this party who is performing the task in the mall's restroom, purchaser and stocker of the towel papers who know about the issues he raised above beside of focusing on the reasons he did not send the complaint to independent contractor when the appellant complained in June of 2010, and the reasons he did not comply with summons 20 days upon timely receiving, reviewing the summons 20 days and complaint and knew the content of

them that he was improper party in the action for his name to be dismissed from the action and liability and the reason did not timely disclosed the purchaser and stocker of towel papers independent contractor. Westfield is not the defender of independent contractor for the liability of product liability, see Appellant's Addition Legal Authorities Added after Trial Court Decision pg. 1-5 which makes him to be liable under product liability for failure to comply with summons 20 days rule 4, 3, 12, 55 see Appellant's Brief pg. 36-37 ; to be liable under fraudulent misrepresentation Appellant's Brief pg. 37-45 and to be liable under premise liability Appellant's Addition Legal Authorities Added after Trial Court Decision pg. 4-5.

5. Respondent stated that in any negligence action, the plaintiff must prove duty, breach, harm, and proximate cause, see respondent's brief pg. 11

Anything that the respondent raised in this paragraph is the respondent's bad faith to accept his liability of failure to comply with summons 20 days rule 4,3,12 and RPC 4.4 and fraudulent misrepresentation concealment of independent contractor upon timely received lawsuit document and concealment of correct address of appointed agent receiving lawsuit document on behalf of Westfield up on timely requested by appellant under rule 26. The appellant has already prove the respondent's negligence of failure 1st to give the appellant's complaint to appropriate

party independent contractor when she complained on June, 2010, and Second for failure to comply with summons 20 days which breached of duty required under rule 4, 3, 12, 55 see appellant's brief pg. 36-37 and RPC 4.4 Respect for rights of third person; harmed the appellant to lose her Complaint for Damages Based on Product Liability against Independent Contractor, National Janitorial Service Inc., the purchaser and stocker of the brown towel papers to which the appellant was injured on or about June 15, 2010 was approximated caused by Westfield's negligence and fraudulent concealed independent contractor, the purchaser and stocker of brown towel papers in mall's restroom up on timely received and reviewed summons 20 days and complaint on or about May 29, 2013 before June 15, 2013, the last of 3 years of statute of limitation the action of product liability must be brought within. the same he fraudulent and negligently concealed the correct address of appointed agent CT Corporation System representative to receive lawsuit document on behalf of Westfield up on timely requested by appellant on July 5, 2013 which breached duty required under rule 26 general Provision Governing Discovery and RPC 4.4 Respect for Right of Third Person, RPC 3.4 Fairness to Opposing Party and Counsel, 4.1 Truthfulness in Statement to Other see Appellant's Addition Legal Authorities Added after Trial Decision pg. 1-3; harmed the appellant to not perfect timely service

process (even though the respondent's receptionist accepted to be a secretary to affiant) to the representative agent in fact which was approximate caused by Westfield's negligence and fraudulent see case law on Appellant's Brief pg. 41

6. Respondent stated that Washington State has adopted the restatement (second) of Tort 343 as appropriate test for determining landowner liability to invitees... Plaintiff cannot show multiple requirement under the Restatement in this case see respondent's brief pg. 11

Respondent Westfield cannot be liable under Restatement section 343 of a negligence of independent contractor to whom he does not have control over based on the definition of independent contractor see appellant's brief pg. 18. The appropriate Restatement that the respondent Westfield cannot be liable of independent contractor under premise liability see Addition Legal Authorities Added after Trial Court Decision pg. 4-5

7. Respondent stated that RAP 2.5 (a) provides that an appellate court may refuse to review any claim or error which was not raised in the trial court. RAP 2.5 (a). A failure to preserve a claim or error by presenting it first to the trial court generally means the issue is waived. While an appellate court retains the discretion whether to consider an issue raised for the first time on appeal, such discretion is rarely exercised pg. 13

Respondent failed to point out the new issues that were not presented at trial court and if there is any,

RAP 2.5 (a) states that... However, a party may raise the following claimed errors for the first time in the appellate court:

1. (1) lack of trial court jurisdiction,
2. (3) manifest error affecting a constitutional right under US Constitution: 14th amendment citizenship right: all persons born or naturalized in the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person life, liberty, or property, without due process of law; or deny to any person within its jurisdiction the equal protection of the law.

Appellant need fair justice on her claim she was discriminated when it is extrinsically the respondent was wrong in default of failure to comply with summons 20 days rule 4 3, 12 or RPC 3.4, RPC 4.4 and fraudulent concealed the name of secretary for Westfield Southcenter Mall, Independent Contractor the purchaser and stocker of brown towel papers and appointed agent representative in fact to receive Westfield's lawsuit document when he time received and reviewed lawsuit document and asked to provide the name of secretary and correct address of appointed agent.

3. A party or the court may raise at any time the question of appellate court jurisdiction
8. Respondent stated that Ms. Kayongo's appeal appears intent on discrediting the record submitted by Westfield before the trial court including the declaration of Christina Samples and Andrew Ciarrocchi , Appellant Opening Br. p. 52 see respondent's brief pg. 13

Ms. Kayongo, pro se appellant did not intent to discredit respondent's record, but Ms. Kayongo intent to credit the merit of the review of

granting summary judgment order considered and endorsed and entered by Judge Downing William in respondent's favor which was extrinsically and intrinsically fraudulent, wrongfully and prejudicially (because the appellant is a black woman from Africa, unprofessional at law, rule and unfamiliar with the use of them and living status of her while she is in preparation of her knowledge of Business Administration study and preparation of this lawsuit proceeding)

RAP 2.5 (a) (1) trial court lacked jurisdiction [and lacked of court's impartial discretion which] (3) manifested error affected my constitutional right of under US Constitution 14th Amendment Citizenship Right which says all persons born or naturalized in the United States and of the state wherein they reside on state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United State; nor deny to any person within its jurisdiction the equal protection of the laws, when it is showed obviously the respondent was in default for failure to comply with summons 20 days and fraudulent concealed the name of secretary of Westfield Southcenter, independent contractor and correct address of appointed agent representative to receive lawsuit document on behalf of respondent.

9. Respondent stated that appellant opening Br. p. 52, she gives no theory supported by the record that renders inadmissible the evidence proffered by Westfield. She uses terms like "fraud," "concealment" and "misrepresentation" without pointing to facts in the record supporting any such allegations, see respondent's brief pg. 13

All the issues respondent presented here in this paragraph on Appellant Opening Br. p. 52 are well-pointed to the record and are the continuance of Assignment of Error No. 1 and Issues Pertaining to Assignment of Error No. 1 from Appellant's Brief pg. 3-5 which was sent to the Appendix for the support of Assignment Error and Issues Pertaining to Assignment of Error No. 1 for the merit of reversal of trial court decision which are not arguments which need the legal supported theory. On Declaration of Christina Samples for example: she accepted to be a secretary to affiant Walo -Okako and she denied it on her declaration by accepting to be a receptionist, and the act Mr. Andrew Ciarrocchi he knew that Independent Contractor is performing the ask in the restroom and he sent appellant's complaint to inappropriate Claims representative who sent the name of Westfield, LLC to be defendant which led appellant to address the claim of product liability on the name of Westfield, LLC on June, 2010 beside to Independent Contractor and disclosed it now to dismiss the case. These constitute acts of fraud, concealment and misrepresentation which are inadmissible to grant a summary judgment in respondent Westfield's favor when it is extrinsically and intrinsically stated on the declaration of Christina Samples and Mr. Andrew Ciarrocchi and the respondent counsel Peter E. Sutherland when they received,

he cannot be liable under restatement 2nd of Tort section 323, 343 which are concerning the owner of premise but not negligence of independent contractor for that reason he liable under default for failure to comply with summons 20 days rule 4, 3, 12, RPC 3.4, RPC 4.4 to raise defense of lack of personal jurisdiction over him and for fraudulent misrepresentation concealment of independent contractor, secretary of Westfield Southcenter, and appointed agent to receive lawsuit document on behalf of Westfield.

12. Respondent stated that Ms. Kayongo at the outset of this lawsuit sought \$ 20,000,000.00 in damages for contact dermatitis. Then, having failed to establish jurisdiction with the court on any grounds for recovery of even nominal damages, the trial court entered summary judgment against her, see respondent's brief pg. 14

This recovery damages is prayer recovery damages appellant sought for the respondent's default for failure to comply with summons 20 days rule 4, 3, 12 and complaint up on timely received , reviewed, and remained silence until the time to serve the proper party independent contractor to appear on July 3, 2013 more than 20 days under requirement of rule 55 Default and Judgment.

- a. CR 55(a) (1) Motion. When a party against whom a judgment for affirmative relief is sought has failed to appear, plead, or otherwise defend as provided by these rules and that fact is made to appear by motion and affidavit, a motion for default may be made. (b) Entry of Default Judgment. As limited in rule 54(c)(c) Demand for Judgment. A judgment by default shall not be different in kind from or exceed in amount

that prayed for in the demand for judgment. Except as to a party against whom a judgment is entered by default, every final judgment shall grant the relief to which the party in whose favor it is rendered is entitled, even if the party has not demanded such relief in his pleadings.), judgment after default may be entered as follows, if proof of service is on file as required by subsection (b)(4): (1) When Amount Certain. When the claim against a party, whose default has been entered under section (a), is for a sum certain or for a sum which can by computation be made certain, the court upon motion and affidavit of the amount due shall enter judgment for that amount and costs against the party in default, if he is not an infant or incompetent person.

- b. And for fraudulent misrepresentation under Restatement 2nd. Tort Section 550 Liability for Concealment: which states that One party to transaction who by concealment or other action intentional prevent the other from acquiring material information is subject to the same liability to the other for pecuniary loss.

Beside of the recovery damage requested under default and fraudulent misrepresentation, the appellant has requested a re-settled of complaint on June 10, 2013 before the time to appear, answer and otherwise defend has not expired under summons 20 days rule 4, 3, 12 requirement even though his name was given inappropriately by his claims representation NovaPro Risk Solution and Mall's employee.

- 13. Respondent stated that.. She then challenged ruling by notice of reconsideration and then a notice to show cause in a separate department of the Kink County Superior Court. CP 267. At the same time, Ms. Kayongo filed a Notice of Appeal. CP 261. Ms. Kayongo's appeal is not only frivolous on the merit, but has been pursued in a haphazard and wasteful manner, see respondent's brief pg. 15

The respondent Westfield is focusing the on the issue that is out of his liability. he could not stated why he could not comply with summons 20 days when he knew that he was not a proper party in the action and the complaint was addressed to his name because his claims representative and mall employee provided his name and all document was given to him and has reviewed the document and failed to disclose independent contractor timely. beside that Ms. Kayongo, appellant is unprofessional at law, rules and unfamiliar with the use of them for the filing of review proceeding.

It is stated in the RAP 2.5 (b) Acceptance of Benefits.

(1) Generally. A party may accept the benefits of a trial court decision without losing the right to obtain review of that decision only (i) if the decision is one which is subject to modification by the court making the decision or (iii) if, regardless of the result of the review based solely on the issues raised by the party accepting benefits, the party will be entitled to at least the benefits of the trial court decision.

And if there is a mistake on filing is because the appellant is pro se unprofessional and first time to proceed review.

14. Respondent stated that...the record clearly establishes that Ms. Kayongo attempted improper service of this case where a Westfield agent for service was a matter of public record. She then pleads the case as a product liability claims, where Westfield manages the mall, and had nothing to do with the manufacture, distribution, or retail of paper towels, see respondent's pg. 16

Improper service was a matter of public record for the discovery of Westfield's appointed agent CT Corporation System was not the failure of

Ms. Kayongo, Pro Se Appellant unprofessional at law, rule and unfamiliar with the use of them.

CR 26 (a) GENERAL PROVISIONS GOVERNING DISCOVERY

(a) Discovery Methods. Parties may obtain discovery by one or more of the following methods: ... production of documents or things...

(b) Discovery Scope and Limits. Unless otherwise limited by order of the court in accordance with these rules, the scope of discovery is as follows:

(1) In General. Parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party, including the existence, ...It is not ground for objection that the information sought will be inadmissible at the trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence.

And it is also stated in Rest. 2nd Tort Section 551 Liability for non-disclosure which states that: (2) One party to a business transaction is under duty to exercise reasonable care to disclose to the other before the transaction is consummated; (b) matter known to him that he knows to be necessary to prevent his partial or ambiguous statement misleading, see appellant's brief pg. 40-41 and under RPC 3.4 Fairness to Opposing Party and Counsel: A lawyer shall not

(a) unlawfully obstruct another party's access to evidence or unlawfully alter, destroy or conceal a document or other material having potential evidentiary value.[2] Documents and other items of evidence are often essential to establish a claim or defense.

Subject to evidentiary privileges, the right of an opposing party, including the government, to obtain evidence through discovery or subpoena is an important procedural right. The exercise of that right can be frustrated if relevant material is altered, concealed

15. Respondent stated that She (appellant) simply reiterated that Westfield somehow has liability under a premises liability theory.

However, saying so, even repeatedly, does not make it true, see respondent's brief pg. 16

Ms. Kayongo, Pro Se appellant has not simply reiterated or repeated that Westfield somehow has liability under a premise liability theory in any pleading or in her opening brief contrary respondent Westfield him self raised this issue by stated that while plaintiff mistakenly pleaded this case as a product liability claim , the proper theory is premise liability CP 131, 322 and respondent's brief pg. 11 for him to be liable under premise liability which he failed to prove his best chosen liability under Rest. 2nd Tort section 323, and 343 CP 322 for the negligence of independent contractor when he cannot be under that restatement above, considered and endorsed it by Judge Downing William CP 429-430 which appellant is crediting the merit of her review by proving that restatement the respondent can be liable under premise liability of the negligence of independent contractor only on the restatement she providing in Addition Legal Authorities Added after Trial Court Decision pg. 4-5

16. Respondent stated that... this court should affirmed the trial court's grant of summary judgment and award Westfield reasonable attorney fees and costs for a frivolous appeal CP 309-313, see respondent's brief pg. 16

Appellant rebuts the respondent requests for the Court of Appeals to affirm the decision of trial court, grant summary judgment and award him attorney fees and costs because he is defending the action of product

liability against independent contractor to whom he does not have control over when he is not representing him beside defending his liability of default for failure to comply with summons 20 days requirement and fraudulent misrepresentation concealment of independent contractor, Westfield Southcenter's secretary and appointed agent receiving lawsuit document of behalf Westfield, LLC, and premise liability under negligence of independent contractor National Janitorial Service Inc.

- a. On the day he received the complaint on June of 2010, he knew he was not proper party in the action and he sent the complaint to the wrong claims representative to whom provided the appellant's the name of Westfield Southcenter and Westfield, LLC to settle the claims or to file lawsuit within 3 years.
- b. He timely received the summons 20 days and complaint on or about May 29, 2013 before June 15, 2013 the injury happened in 2010, reviewed them, knew that he was not proper party in action and remained silence until the time to serve the proper party Independent Contractor has expired for his name to b dismissed from the action with the expectation to be liable under Premise Liability he raised to

be proper for Westfield, the owner of premise for the collection of attorney fees and costs, unfortunately he failed to provide proper restatement which makes to be liable under premise liability and failed to disclose the correct of address of appointed agent to receive lawsuit document under the requirement of rule 26.

17. Appellant attaches the found of Westfield's a display of Code of Conduct with perfect calligraphic black and white was given on the day Westfield trespassed the appellant her after she was injured when they changed the brown towel papers in mall restroom to white towel papers and refused appellant not to use restroom and asked them the code of conduct because she did not know she did which Westfield displays on wall, and on hold paper standers with the same calligraphic color of black and white after appellant being injured and requested it, revised it on April 30, 2014 and displays it as it was displaying of this sample is attached here in at all southcenter mall's main entrance with the large calligraphic easy to notify and ready while in proceeding with this lawsuit against him.
18. The respondent failed to comply with summons 20 days upon time received and reviewed the appellant's complaint and failed to

raised his defense of lack of personal jurisdiction over defendant for his name to be dismissed from the action. Here an example to support failure of Westfield to comply with summons 20 days, appellant sent president Barack Obama this lawsuit document that from the decision made by trial court and is in appeal process he acknowledged to receive, and review the content of the document and responded to appellant before the Court of Appeals makes decision for equal protection of law, and fair due process of law that he is aware of the issue, and he is not judicial entities for the review of my case. Someone who is take caring four corners of the world and billion of people here in United States of America as he stated on his note to appellant, knew how to respond and appear timely to show his professional as lawyer and US President, father at law to let someone know that he received the document and knew about it for any action may be taken.

19. Ms. Kay B. Kayongo, pro se appellant is a long term shopper of Southcenter mall CP 329, as Payless CP 335-337 and including other expensive mall's retail stores which everything she bought from those expensive store was stolen by a white man and Spanish Latino which is in justice proceeding and was not raised at trial court and recent sometime King County Library User CP 330-334

II. CONCLUSION

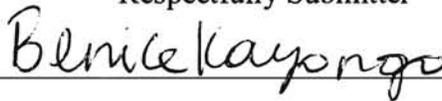
1. The Court of Appeals should reverse the trial's decision he granted the summary judgment in respondent Westfield, LLC's favor to enter a new summary judgment in appellant Kay B. Kayongo's favor because there is an extrinsic and intrinsic fraudulent fact in the order entered in respondent's favor and respondent failed to prove them on his answer to appellant's raised errors and issues she presented in her opening brief.
2. The pro se appellant requests the Court of Appeals to maintain the review of appellant's Amended Opening Brief with all relief sought on it.
3. Appellant attaches a proposed order for the sign language was done between the respondent counsel Peter E. Sutherland and judge Downing William when the judge raised it to ask him if he has read it when the appellant looked them at their eyes on November 22, 2013, the day of summary judgment hearing.
4. Appellant requests the addition of 2 percent post-judgment interest under RCW 4.56.110
5. Appellant request addition of review expense \$ 12.88 of reproduction of brief by appellate court.

6. Appellant attaches also Code of Conduct of Westfield, Southcenter found CP 303-312
7. Appellant cites also what happened to her recently at the end of December, 2014 and beginning of January, 2015 while she is in this review proceeding, **Be Aware:** On December 23, 2014, appellant Kay B. Kayongo was under attacked by white women and man at Work source without knowing that the respondent has e-mailed and mailed his answer to appellant's Brief; On December 24, 2014 appellant was attacked by a white man with pick up truck while walking on side walk witnessed by a black couple driving a family car with children inside who came to ask if I was OK, and by a minority ethnic woman with a child and may her friend or mom driving a car who also stopped to ask me if I was OK, and gave a strong plastic bat to carry with me if in case happen again and I hit, and I said to her NO, I am FINE and on the same day also white Seattle and Tukwila police were every corn I turned if had problem that day is should be arrested; On December 25, 2014, I was under attacked by a white homeless couple in Tukwila area; On January 1, 2015 I was under arrested by white State Patron officer while I was studying, and On Saturday January 3, 2015, first, I suspected in International District Metro Tunnel the

securities' behavior while going Lake City, immediately I took bus # 150 to leave the place to Convention Place bus station tunnel, being attacked by a white homeless man with a dog because I was scary of dog, and he got angry and called Tunnel Security white man at Convention Place, he came without even asked what happened immediately called police and fire department to take me to hospital and called other securities to hand cuffed me, I immediately leave the tunnel to use pay phone to call also police to the Seattle, police Department, unfortunately, the pay phone there was out of service. While waiting, a white Seattle, police came, told me to wait someone was going to come to speak with me. I waited almost 2 hours no one showed up. After an African Parking Police Officer came and told me come on Monday January 5, 2015 to report.

Date: January 6, 2015

Respectfully Submitter

A handwritten signature in black ink that reads "Benice Kayongo". The signature is written in a cursive style and is positioned above a horizontal line.

Signature

Kay B. Kayongo

Pro Se Appellant

III. APPENDIX

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SAMPLE (KBK)

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

KAY B. KAYONGO

Pro Se Plaintiff

NO. 13-2-24279-6 SEA

V.

CONFESSION OF JUDGMENT

WESTFIELD, LLC

Defendant

I. SUMMARY OF JUDGMENT EXECUTION

1. Judgment Creditor: KAY B. KAYONGO
2. Judgment Creditor: Pro Se Kayongo
3. Judgment Debtor: WESTFIELD, LLC'
4. Judgment Amount: 20,000,000.00
5. Total Judgment Amount: 20,000,000.00
6. Post- Judgment interest rate per year : 12 %

II. JUDGMENT BY CONFESSION FOR KAY B. KAYONGO

This matter came before the court on presentation by Pro Se Plaintiff of Judgment for a money due arose out from complaint for damages based on product liability RCW 7.72.010 (5): Rest. 2nd Tort Section 402A (2) (b); Washington Practice, Tort Law and Practice Section 16.4 under Fraudulent Misrepresentation, Default judgment, Summary Judgment against WESTFIELD, LLC.

The judgment was presented pursuant to RCW 4. 60. 070 and based on defendant's confession of judgment.

III CONFESSION OF JUDGMENT BY DEFENDANT WESTFIELD, LLC

The fact showing how the Indebtedness arose from injured date to demand for judgment amount are:

1. On 06-15-2010, the plaintiff was injured by the defendant's defective product brown towel papers in the restroom.

2. On 06-2010, plaintiff complained her injury to defendant Westfield, LLC southcenter and was given a wrong business card with the name of Westfield southcenter beside a defendant Independent Contractor Janitorial Service Inc.
3. On 06-30-2010, the defendant Westfield southcenter Claims Representative NovaPro Risk Solution responded to plaintiff by requesting her either to settle, or file lawsuit, which reconfirmed to plaintiff the true defendant in suit as Westfield, LLC, Exhibit no. 2
4. On 05-29-2013, plaintiff served the defendant Westfield, LLC southcenter with summons and complaint, which the receivers acknowledged to have received it on their declarations motion.
5. On 06-28[-]2013, plaintiff filed the complaint with the court without a written demand notice to file from defendant as required under CR 3 and CR4.
6. On 07-03 and 07-19- 2013, the defendant formally appeared with raised defenses of improper service or jurisdiction and informally answered without notice from plaintiff CR 55 after more than 20 days have elapsed.
7. On 07-[05]-2013, 3 days after appearance of defendant, informally requested a correct address of Westfield, LLC registered under secretary of state, which was fraudulent confirmed as it is showed on Westfield southcenter business card.
8. On 10-21-2013, defendant filed a summary judgment motion, and disclosed the concealment material of fact of defendant to be Independent Contractor National Janitorial Service Inc.; disclosed the correct address of Westfield, LLC southcenter registered under secretary of state to be CT Corporation System 505 Union Ave. SE Suite 120, Olympia, WA 98501; and acknowledged to have received timely suit papers on 05-2013 on their declaration motion, and failed to raise timely their defenses of improper service or jurisdiction to allow plaintiff to timely find the proper defendant in action and serve suit papers.
9. defendant Westfield, LLC landlord liability of complaint for damages based on product liability under fraudulent Misrepresentation see Washington Practice, Tort Law and Practice section 31-18.5 elements of fraud and concealment, section 31-18.12: Fraud and Reliance; Rest. 2nd Tort Section 550: Liability for fraudulent concealment and 551 Liability for nondisclosure; Rest, 2nd. Agency section 265: General rule; Rest. 2nd Agency section 267: Reliance upon care or Skill of apparent servant or other agent; and CR4 Summons days and C
10. defendant Westfield, LLC failed to comply with rule 3, 4, and 12 for summons 20 days see CR 4, CR 55 , CR 82

I, WESTFIELD, LLC, being duty sworn upon oath acknowledge my debt of \$ 20,000,000.00 to KAY B. KAYONGO and authorize entry of judgment against me for the amount set forth in the summary of judgment execution above

Date _____

Sign: _____

WESTFIELD, LLC

Defendant, or

Attorney for Defendant WSBA# _____

Name: _____

I, KAY B. KAYONGO assent to the entry of judgment by defendant Westfield, LLC.

Date: _____

Sign: _____

KAY B. KAYONGO

Pro Se Plaintiff

NOTARY PUBLIC, OR OTHER AUTHORIZED PERSON

Notary Signature State of Washington for
_____ County

Date of Notary

Commission Expiration Date

IV ORDER FOR ENTRY OF JUDGMENT

The above Confession of Judgment having been presented to the court for the entry accordance with RCW 4. 60. 070, the court having found said confession of judgment to be sufficient, now, therefore, it is hereby:

ORDERED that the clerk of this court shall forth with enters judgment against WESFEILD, LLC in accordance with the term of the confession of judgment

DONE IN OPEN CURT this 22 day of November, 2013

Sing: _____

Honorable Judge Downing William

PRESENTED BY:

Sign: _____

KAY B. KAYONGO

Pro Se Plaintiff

Date: _____

Clerk Signature

Westfield Code of Conduct

Welcome to Westfield. We strive to provide an enjoyable and safe environment for everyone. The Center, including the parking area, is private property. This Code of Conduct is in effect at all times while visiting the Center. In order to make your visit, and that of your fellow guests, a pleasant one, we require everyone to observe the following rules. Persons violating this Code of Conduct will be asked to leave the Center property. Those who continue to violate this Code of Conduct will be subject to arrest.

The following are not permitted on Center property:

1. Smoking, other than in designated areas.
2. Physically or verbally threatening any person; fighting, annoying others through noisy, boisterous, or offensive behavior, following another person through the Center or using sexually explicit language or conduct, or in any way creating a disturbance which is disruptive or dangerous to the Center's patrons or its commercial function.
3. Possession of any item that could be used as a weapon, including but not limited to: firearms, explosives, fireworks, clubs or sticks over ¼ inch in diameter (excepting umbrellas or canes), chemical dispensing devices, knives with blades over 2 inches in length, or any other object(s) that may be used in any way to inflict bodily injury on another person.
4. Assembling for the purpose of or resulting in disturbing the public peace or committing any unlawful act or engaging in any offensive behavior.
5. Use of physical force, obscene language, obscene gestures or racial, religious or ethnic slurs which are likely to create a disturbance or impinge on the hearing or peace of other patrons of the Center.
6. Running, skating (including "heelys"), rollerblading, skateboarding, riding a bicycle, scooter or segway, or engaging in activities which unreasonably obstruct or interfere with the free flow of pedestrian traffic or with patrons' view of windows and other tenant displays.
7. Congregating and loitering in groups of three (3) or more which hinders or interferes with the flow of other shoppers or obstructs entryways or walkways.

8. Failing to be fully clothed, or wearing apparel that disguises, obscures or conceals the face, including but not limited to costumes, hoods, or masks, other than those necessitated by a medical condition or worn for religious reasons, or wearing apparel or gesturing in a manner which is likely to provoke a disturbance or embroil other groups or the general public in open conflict.

9. Engaging in expressive activity not sponsored by the Center and/or an enterprise(s) engaged in business at the Center, without complying with the Center's rules for such activity. This includes, without limitation, the solicitation of money or other contributions or donations, or distribution of commercial advertising or promotional material of any kind, or offering samples of items which are sold, available for sale or available in exchange for a donation or contribution.

10. Defacing, damaging or destroying any real or personal property constituting part of, or located in or on, the Center, including writing, spraying, scratching or otherwise affixing graffiti on such property.

11. Creating litter or throwing, discarding or depositing any paper, glass or other matter of any kind at the Center, except in designated trash receptacles. Rummaging through or removing items from the trash receptacles.

12. Animals, with the exception of service animals trained to provide assistance to disabled patrons and/or in the company of patrons claiming to be a trainer of a service animal.

13. Yelling, screaming, singing, playing musical instruments, radios, tape players, or other sound amplification devices or otherwise communicating in a manner which creates noise of sufficient volume to impinge on the hearing of peace of the general public.

14. Photographing or videotaping any individual or entity on the Center's property without prior consent of the subject or Center management.

15. Sitting on floors, handrails, stairs, escalators, trash receptacles or other areas not specifically designed for seating.

16. Possessing any open can, bottle or other receptacle containing any alcoholic beverage, except in areas specifically designated for the consumption of alcohol.

17. Violating any federal, state or local law or ordinance.

The above is a partial list of Westfield's Code of Conduct. Westfield reserves the right to modify and/or add to this Code of Conduct at any time. Please contact the Center management office for additional information.