

Case Name: MLK HDA vs. Laura Sealey Case Number: 49483-3-II

Financial Statement (Attachment)			
1. My name is: <u>Laura C Sealey</u>			
2. <input checked="" type="checkbox"/> I provide support to people who live with me: How many? <u>3</u> Age(s): <u>14, 13, 6</u>			
3. My Monthly Income:		6. My Monthly Household Expenses:	
Employed [] Unemployed <input checked="" type="checkbox"/>		Rent/Mortgage:	\$ <u>158.60</u>
Employer's Name:		Food/Household Supplies:	\$ <u>279.00</u>
Gross pay per month (salary or hourly pay):	\$	Utilities:	\$
Take home pay per month:	\$	<u>Cell phone</u>	\$ <u>125.00</u>
4. Other Sources of Income Per Month in my Household: <u>SSI SSID.</u>		Transportation:	\$ <u>125.00</u>
Source: <u>SSID-FOR Laura Sealey</u>	\$ <u>1161.00</u>	Ordered Maintenance actually paid:	\$
Source: <u>SSI AND SSID for Abigail</u>	\$ <u>550.00</u> <u>193.00</u>	Ordered Child Support actually paid:	\$
Source: <u>SSID FOR TRINITY</u>	\$ <u>193.00</u>	Clothing:	\$
Source: <u>SSID FOR Nevaeh</u>	\$ <u>193.00</u>	Child Care:	\$
Sub-Total:	\$ <u>2265.00</u>	Education Expenses:	\$
<input checked="" type="checkbox"/> receive food stamps.	<u>279.00</u>	Insurance (car, health):	\$ <u>78.00</u>
Total Income, lines 3 (take home pay) and 4:	\$ <u>2265.00</u>	Medical Expenses:	\$
5. My Household Assets:		Sub-Total:	\$
Cash on hand:	\$ <u>0</u>	7. My Other Monthly Household Expenses:	
Checking Account Balance:	\$ <u>0</u>	<u>Storage</u>	\$ <u>181.00</u>
Savings Account Balance:	\$ <u>0</u>	<u>Storage</u>	\$ <u>75.00</u>
Auto #1 (Value less loan):	\$ <u>600.00</u>		\$
Auto #2 (Value less loan):	\$		\$
Home (Value less mortgage):	\$	Sub-Total:	\$
Other:	\$	8. My Other Debts with Monthly Payments:	
Other:	\$		\$ /mo
Other:	\$		\$ /mo
Other:	\$		\$ /mo
Other:	\$		\$ /mo
Other:	\$	Sub-Total:	\$
Total Household Assets:	\$ <u>600.00</u>	Total Household Expenses and Debts, lines 6, 7, and 8:	\$ <u>2381.00</u>
Date: <u>4/26/2018</u>		Signature: <u>Laura Sealey</u>	

EXHIBIT

A



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

PIERCE COUNTY SUPERIOR COURT
 FILED
 DEPT. CLERK OF THE SUPERIOR COURT
 IN OPEN COURT
 OCT 07 2016
 16-2-09931-4
 Dept. Date Acct. Date
 Pierce County Clerk 10/7/2016
 By *[Signature]*
 DEPUTY
 Release Item # Tran-Code
 2016-00-10002/01 1110
 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) No. 16-2-09931-4
 Washington Corporation,)
)
 Plaintiff,) FINDINGS OF FACT AND CONCLUSIONS OF
) LAW; JUDGMENT; ORDER FOR WRIT OF
 vs.) RESTITUTION; REMOVAL OF FUNDS FROM
) COURT REGISTRY
 LAURA C. SEALEY, et. al.,)
) (CLERKS ACTION REQUIRED)
 Defendant(s).)

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):

Order of Default; Findings of Fact and Conclusions of Law; Judgment; Order for Writ of Restitution - 1

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

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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.

Order of Default; Findings of Fact and Conclusions of Law; Judgment; Order for Writ of Restitution - 2

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jgrayattorney@harbormet.com

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

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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.

Order of Default; Findings of Fact and Conclusions of Law; Judgment; Order for Writ of Restitution - 3

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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.

Order of Default; Findings of Fact and Conclusions of Law; Judgment; Order for Writ of Restitution - 4

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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.

Order of Default; Findings of Fact and Conclusions of Law; Judgment; Order for Writ of Restitution - 5

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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 reargue 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

Order of Default; Findings of Fact and Conclusions of Law; Judgment; Order for Writ of Restitution - 6

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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.

[Handwritten Signature]

Judge Sorenson

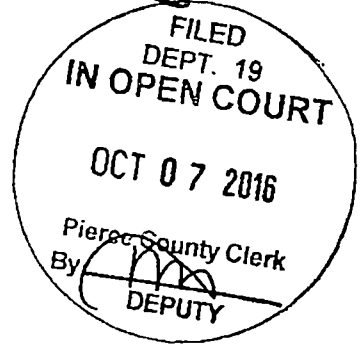
Presented by:

[Handwritten Signature]

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

[Handwritten Signature]

DAVID BRITTON, WSBA #31748
Attorney for Defendant



Order of Default; Findings of Fact and Conclusions of Law; Judgment; Order for Writ of Restitution - 7

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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

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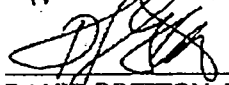
DONE IN OPEN COURT this 7th day of October 2016.

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

Order of Default; Findings of Fact and Conclusions of Law; Judgment; Order for Writ of Restitution - 7

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