

Supreme Court Case No. 96285-5 Court of Appeals No. 35883-6-III Spokane County Superior Court No. 17-2-00136-2

# SUPREME COURT OF THE STATE OF WASHINGTON

Matthew DeRyan, Petitioner

v.

East Valley School District, Respondent

Petitioners ANSWERTC Respondent ETITION FOR REVIE

## CERTIFICATE OF SERVICE

Pursuant to RCW 9A.72.085, the undersigned hereby certifies under penalty of perjury under the laws of the state of Washington, that on the **4**8<sup>th</sup> day of November, 2018, the foregoing was delivered to the following persons in the manner indicated:

5 7 Evins, Claven's Lickie (served to them by Z-Filing) 818 W. Riberside Ane, SUSR SPilene, un 99201 FILED AS

FILED AS ATTACHMENT TO EMAIL

#### SUPREME COURT OF THE STATE WASHINGTON

(Spokane County Superior Court # 17-2-00136-2)

Motion for CONTINUANCE

Petitioner: MAtthew C De Ryan

Vs.

CASE NO`96285-2; 35883-III

Respondent: Attorney Michael Mc farland and EVSD

Clerk's Action Required: 3.1, 3.3

I. BASIS: MEDICAL AND ONGOING HOMELESSNESS (SEE ENCLOSED DECLARATION OF APPELLANT MATT DE RYAN, ALONG WITH ENCLOSED MEDICAL DOCUMENT FROM RECENT FALL AND INJURY......(please also refer to all previously filed matters regarding Appellant's severe medical condition ongoing, as a fully disabled man on social Security disability. Also please review declarations of Appellant regarding his having to have fled the region due to threats on his life by Drug dealers that Appellant made report of to the FBI and local Law enforcement in 2017, and again at a recent City Council meeting in Oct. 2018-enclosed. # Defym regivest a G Masta report of confinvence)

This matter comes before the court upon motion of: Appellant Matthew De Ryan

#### **II. FINDINGS**

The Supreme Court of the State of Washington (hasor-has not) shown good cause for the continuance of this Supreme Court case that is under review and pending court decision.

In that: C please explain why or why not a confinuence should or should not be granted);

1 2	In response to MCF's filing dated Nov. 28, 2018, I offer up the following interpretations:
- 3 4	In paragraph 1, under the title of "Intro & Statement", MCF incorrectly stated that (line 3
5 6	,paragraph1): "Petitioner failed to comply with that court order to file a more definitive
7 8	statement" (regarding judge Fennessey's errant decision to dismiss the entire caseas if the
9 10	matter would be swept under any table or rug-at that.
11 12 13	Not only that, but MCF failed to also add that judge Fennessey's dismissal was based on his
14 15	errant policy of having a previously Court scheduled hearing for this same matter that was
16 17	scheduled on Oct. 20th, 2017changed to a date earlierof October 18th-while de facto
18 19	denying Appellant's Due Process rightsas so described already in court documents filed
20 21 22	around that time.
23 24	On Page 1 of MCF's response, he attempts to state his objections in his 2nd paragraph 9he
25 26	didn't provide line #'s so I have to be general here), howeverwhat he failed to include is
27 28	that the Supreme court never explained nor gave any rationale for their
29 30	"denial of indigency"which is rather odd, and very noticeable. (noteworthy for the Higher
31 32 33	CourtsUS Supreme Courtthat is).
34 35	On Page 1, In MCF's 3rd paragraph of his Nov. 28, 2018 filing, he denotes that the Court 's
36 37	motion for dismissal "for abandonment" was set on April 25th,2018. Objection ! MCF failed to
38 39	also note that Appellant De Ryan was in South America (having fled for his life because of a
40 41	death threat -as likely from drug dealers that Plaintiff De Ryan was directed and thereby
42 43	obligated to turn into the FBI and the Kootenai County Drug Task Enforcementpreviously in
44	Sept. and Oct.2017, and that appellant De Ryan was later denied entry into Colombia (where

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1	De Ryan once lived, married and had children while working. Even though DeRyan
2	and the second
3	previously had travelled and entered Colombia on over 2 dozen occasions without incident, this
4	with the state of the state of the second De Dyen was flooring for sofety
5	time was differentand the timing bad-because DeRyan was fleeing for safety.
6	
7	Deryan filed this all in Court designated "Sealed doc" due to "confidentiality issues that saves
8	Deryan filed this all in Court designated Sealed doc due to confidentiality issues that saves
9	lives", however—the judge instead filed his medical docs under "sealed"-by
10	lives, nowever—the Judge instead field his medical does didde search by
11 12	mistake. Originally , when DeRyan was told he had to return to the USA and could not enter
12	mistake. Onginally, when beryan was told he had to retain to the operation to the operation
13	Colombia (where he had his apartment ready to rent) because De Ryan was told by immigration
15	
16	in Colombia that "there was an issue with your passport and you have to return to the
17	
18	USA". After De Ryan spent 5 nights in international and national airports, upon then returned
19	
20	to San Francisco, and then Spokanehe and his team later discovered that the "issue with his
21	
22	passport" was due to 3,800\$ still being owed in child support paymentseven though De Ryan
23	
24	has, for 11 years in arrowfaithfully paid those child support paymentsand was gunning
25	
26	toward reaching a balance of "o". Still, DSHS in Olympia took fraudulentactions on De Ryan's
27	
28	passport even though he had already paid -to-date over 25,000\$ in child support-and owed less
29	
30	than 4,000\$ remaining. What a travesty!
31	What has become of this great nation when powers that be can do this to faithful individuals
32 33	What has become of this great hadon when powers that be can do this to faithful individuals
33 34	like Deryan!! De Ryan questions at times whether or not "we are living now in the Stalinist-
35	ince Deryama De nyan questions de antes vincende or not de la composition de commerce
36	USA?!" *(Please see exhibits already filed in April and May of 2018 regarding this matter
37	
38	because (the denial of his passport)put a big halt in DeRyan's ability to proceed with his caseas
39	
40	so filed in those court documentsfor future and accurate testimony regarding this
41	
42	"interruption in De Ryan's case against East Valley School District and the crooked law firm of
43	
44	Evans, Cravens, and Lackeywhom have been fore-warned of the (later)charges that are and

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2	have been compiled against themespecially one crooked fake-out Burger Attorney who goes
3	
4	by the name of "Harkins"who was directed by another attorney (MCF)to "do his dirty –
5	work". Now, the entire law firm of Evans, Craven, and Lackey are liable for some fraud, and
6	work . Now, the entire law him of Evans, Claven, and Lackey are hable for some hour, and
7	have otherwisepainted themselves into a corner that they cannot possibly get out ofeven
8 9	
10	though they might stroke off with their brushes as much as they might.
11	
12	
13	HISTORY OF CASE FROM SUMMER 2015 TO PRESENT
14	
15	In August of 2015, while yet still under 29 fraudulent charges that came about on account of
16	EVSD's wrongful actions against DeRyan, MCF and some members of his "Clan" sought out
17	EVSD'S wrongful actions against Deryan, MCF and some members of his Clain Sought out
18 19	appellant De Ryan while De Ryan was performing live, Flamenco Guitar at a winery that is
20	
21	situated directly across from the "House of Charity" (a local Spokane Catholic
22	
23	Agency that did so much good work to help the homelessincluding De Ryanas De Ryan had
24	
25	stayed there at times during his 2 and a half year ordeal of waiting for trial while disabled
26	the sector was a how show man only because of the berrible reality that caused his
27	and homeless mana homeless man only because of the horrible reality that caused his
28 2 <del>9</del>	homelessness (for the first time in his life)on account of the wrongful actions of EVSDwhom
30	
31	De Ryan is still suing. While De Ryan was taking a break from his guitar performance, MCF
32	
33	initiated a conversation in order to "gather more intel on De Ryan"(I.E"who is this De Ryan
34	
35	guy, anyway-after-all)?
36	
37	In June, 2017 (after acquittal)De Ryan sent a letter to MCF inviting him to meet up in CDA,
38 39	
40	Idahowhere De Ryan was living at that time (in a drug house that De Ryan was later directed
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42	to report extensively onby his superiors), and that in factDe Ryan suggested that MCF and he
43	
44	meet up at the "McFarland Bed and Breakfast"located on 6th and Foster Streetsjust

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2 3	2 blocks down from where De Ryan and he grew up. MCF refused to respond, even though De
5 4 5	Ryan warned him that this is a high-profile case of significant relevance on the national level—
6 7	with all sorts of components (including but not limited to—Federal elements (For example: US
8 9	Dept. of Education being under Federal Governance, etc) that may have taken notice of this
10 11	peculiar case-indeed. In that this dates back to January 2014-when De Ryan was arrested
12 13	fraudulently because of the wrongful actions of EVSD-indeed, followed by malicious attempts at
14 15	prosecution-while De Ryan waited almost 3 years in order to finally "get to trial to be
15 16 17	acquitted"And so now, here we all are, folksand: This travesty, that began with the
18 19	wrongful actions of EVSDinterrupted De Ryan's previous work.
20 21 22	Before De Ryan was wrongfully targeted by incompetent goons in Eastern Washington
23 24	(specifically the Principal and the Counselor of EVSD. Spokane Valley, Wa-he was not homeless
25 26	Proof exists that EVSD did conduct an incompetent and illegal and unauthorized and fraudulent
27 28	investigation before handing the whole mess on over to the police to somehow try to sort out.
29 30	Before De Ryan had ever been targeted, he was NOT homeless, and held down many jobs in
31 32	many school districts as a Substitute Teacher, and a professional Musician on the side and was
33 34	able to barely maintain his life expenses that included child support payments and ongoing
35 36	medical bills. After De Ryan's arrest (having spent almost a week in jail in Jan. 2014)he was
37 38	then rendered homelessbecause he was fired from his job, evicted from his apartment
39 40	because of all the bad press about him (false allegations-that is) and his reputation completely
40 41 42	destroyed by the media who took the School Principal and Counselor's word as "truth", when it
42 43 44	was not the truth at all, while EVSD "threw him under the bus". De Ryan was evicted from his

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1	rental unit where he had lived for 3 years previous and no one would hire De Ryan with 29
2	
3	charges of "roughing up a classroom"which was all complete baloneybut it is still on the
4 5	internet even to this day! The salacious articles still make it very difficult for DeRyan to find an
6	
7	apartment, for instancebecause the articles make Deryan look as if he "flipped out", etcall
8	
9	complete fiction! One has to bypass & get to the 2 <sup>nd</sup> page on internet to see DeRyan's acquittal!
10	
11	
12	Fast forward to June, 2016: Upon De Ryan's eventual acquittal, he immediately set out to try
13	and the states of the testional but use still us be been and finding an attornay in
14 15	and "beat the statute of limitations", but was still yet homeless-and finding an attorney in
16	(Spokane) Washington, when his reputation had already been so completely malignedproved
10	(spokane) washington, when his reparation has an easy seen so compretely manging pro-
18	futile. De Ryan was still in "survival mode" and still receiving counseling because of all of the
19	
20	trauma. indeed-Records indicate clearly that at many of De Ryan's counseling sessions, he
20	trauma. Indeed-needrus indicate clearly that at many of be nyaris courseling sessions, na
22	broke out in "inconsolable tears" (Please see exhibit "Counseling for PTSD and Adjustment
23	
24	disorder".
25	
26	
27	Eventually De Ryan stopped counseling, because he felt that (tears aside)every time he had to
28	
29	talk about the trauma, it only caused the wounds to bleed more"not at all unlike a soldier
30	
31	who is asked in counseling to "talk about the trauma they faced on the battle field". Well,
32	
33	Kavanaugh wept a bit when we saw his reputation so damaged by salacious claims and due
34	
35	process violation, and for that matterJesus wept on many occasions tooat the condition
36	
37	of the World's humanity. DeRyan still suffers from the effects caused by all of this ongoing t
38	
39	trauma. Evidence shows that such counseling can have much reverse side affects. Counseling
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41	did not help at allwith his homelessnessuntil that iswhen he received an offer to live in a
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43	"transient housing program " in his native city of CDA, Idaho. Too bad that this particular house
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1	was in realitya drug houseof huge proportions. De Ryan was ordered to report on itand he
2 3	did that-and then fled for his life after receiving death threats and many threats of impending
4	
5 6	violence . Please refer to court document so oct. and Nov. 2017 for total exposure.
7	
8	Now, lets Segway into MCF's comments in his last filing and pick it apart—for what it's worth:
9 10	On page 3, top of first paragraph on what should be line # 1 (MCF provided no line #'s in his
11	
12	filing I point out), MCF stated that "Mr. DeRyan has not pointed to any authority that suggests
13 14	dismissing an appeal for failure to pay a filing fee". Objection! This is incorrect, for DeRyan
15	
16	did point to several authorities including but not limited to his ADA Rights (Americans with
17 18	disabilities Act of 1990- A Fed Act), and it has already been established
19	
20	in DeRyan's Social Security Claim that he became disabled on January 16th, 2014the VERY day
21	he was arrested on account of the botched "investigation"
22	that EVSD did that contaminated the whole truth WELL before the police were then finally
23	called in to do a true and real. UNCONTAMINATED investigation.
24	
25	This is Fact, and the evidence is all in the court transcripts of June, 2016 days before DeRyan's
26	acquittal. MCF does not want this trial to happen because he knows his client (EVSD)
27	(and he himself along with former Attorney Harkins)are guilty of a lot of things! All Parties
28	should understand by now that if and when this should arrive on the doorsteps of the
29	US Supreme CourtDeRyan's ADA Rights will certainly be reviewed, and after all"one cannot
30	be expected to do the impossible", and DeRyan has been saying for over a year now that it is
31	impossible for him to adequately attend to all the needs of this lawsuit while still yet homeless
32	with the remainder of his life possessions (including his court files and law books)also being in
33	storage. What, Should Deryan start living in the Storage unit in the mid winter to do his work?
34	

`, `, 1 My further Response: Again--De Ryan never would have been in this predicament (of ongoing 2 homelessness and inability to work from caused by EVSD'S wrongful actions-which had caused 3 it all in the first place). Return to the source, MFC--as bad as it may make you feel.....you know 4 the school District is guilty—that's why you want this case dismissed-period. I will continue to 5 stumble forward then—with that in mind.

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In the 2nd paragraph of this same page beginning with what looks like line 1 of that paragraph
(MCF provided no line #'s in his filing I point out-in objection).

9 MCF states DeRyan did not point to any Constitutional authorities, and that is not correct.

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11 Furthermore in this same paragraph MCF mistakenly states (or is it his mere opinion) that

12 "DeRyan has simply published his thoughts......". However, DeRyan objects to MCF's use of the

13 word "Crusade", and rather--DeRyan states in clarification that he is "evaluating" the

14 Washington State Courts ("Family Law Court"; Superior Court, etc)—the lower courts to the

15 higher-- for some lapses in judgment and erroneous rulings by some Judges already mentioned

16 hitherto for (Ex-Fennessey erroneous rulings in Jan. 2018), and the Erroneous ruling of the

17 Appellate/Supreme court regarding DeRyan's "not being indigent enough to qualify for public

18 funding".

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20 On a related note--Let us remind all parties that there is nothing inappropriate about "Calling

21 out the Courts" when they become transgressors of our rights and due process.

22 DeRyan has not said anything negative about the US Supreme Court, and has only commented

23 with his personal "Evaluations" of the Washington State Courts -- thru his own

experiences, and thru the experiences of quite a few others too. \*(Let us all remind ourselves

who has "the ceiling as compared to the floor" in high profile cases like this fraught with

26 complexity on numerous levels where violations of Due Process and Disability and other rights-

27 C(constitutional)—have occurred throughout our Court Hearings.

28

Therefore, it is Deryans (and others') duty and privilege and responsibility--to point out 1 corruption and seek to have it corrected. After all, this case would not be where it is now if it 2 were not for the Lower Courts bungling some decisions---erroneous decisions starting with 3 Judge Fennessey dismissing the entire case in Oct. 2017 after having sent out a notice changing 4 the date of the Hearing from 20th Oct. to 18th Oct. without due notice for such a change-5 making it impossible for DeRyan, who was yet homeless and staying temporarily in an adjoining 6 state -to make such a hearing--especially as so disabled and unable to drive. Many violations by 7 Judge Fennessey we have on Record, and that is why we are where we are in this case--de 8 9 facto.

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Question: Has any party here yet taken into account the reality that the Courts are all funded by OUR tax dollars, and that the Insurance Company for East valley School District is funded in part by the School Districts budget -which is completely funded by WE The People-the Tax Payers, and also by the Federal Government too (in the form of Federal \$ Programs to Trent School--where the offense against DeRyan took place on Jan. 16, 2014 and never abated to date? Who else is still being fleeced besides Deryan? The Tax Payers perhaps? Class Action?

We tax payers are footing the bill for all of this--and that is fact and reality, while the crooked 18 Attorneys representing the School District make off on a lot of \$ that should be deemed 19 as illegitimately gained (we'll take that up in Federal Court perhaps later--depending on how 20 things go now). Let me remind all parties as well that two parents, well before DeRyan's 21 eventual acquittal in June 2016--actually succeeded in suing the same School District on a 22 totally related matter to De Ryans false arrest and imprisonment.....meaning that (as did 23 come out in court trial)--that two students who normally would ride the bus were allowed by 24 the principal to walk home instead, and that somehow this endangered their lives--when 25 considering the outrageous and salacious false allegations coming from the school as so 26 promulgated by the School's top staff! The reality is that those students each gained 150,000 27 dollars each (to be used after high School graduation)--and they gained that \$ for no real and 28 true reason---and again the tax-payer foots the bill because we fund the very insurance 29

companies that represent these schools--by our tax dollars. What a Scam! Shouldn't the Feds
take notice of all of this? "Only in America"..."Only in America". Crooked Attorneys with their
Zealous greed *C*<sub>i</sub>*G*. *Y*Furthermore, MR. De Ryan has not mentioned the Supreme Court in any of his writings except

to have mentioned the corruption in how certain elected officials "went after" Judge 5 Kavanaugh (targeted with total Due Process violations)—of which DeRyan brought up the 6 subject to make a clear point and distinction: That Deryan was also targeted in similar fashion, 7 8 but as a homeless and disabled man—finds it hard to continue with his court case—though he must. Petitioner De Ryan only "evaluated" certain elements within the WA. State Supreme 9 Court (which--when compared with the United States Supreme Court--is a totally different 10 Court currently --in its political make-up--then the very Leftist, Liberal minded Wa. State 11 Supreme Court in Olympia-(not that DeRyan has a problem with Leftist liberals, for De Ryan has 12 always stated when speaking politically, that: "a plain flies much better when both the right and 13 the left wings are equally attached" $\rangle$ ,

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On Page 3 under footnotes, MCF stated that De Ryan filed a 294 page petition. That is likely incorrect, for the majority of that lengthy filing he refers to was in the form of "Exhibits", and questions as to whether "Exhibits" were limited to 20 pages? De Ryan would like that clarified because he sees nowhere where it was stipulated as such--in the Instructional Manal that MCF refers to having been sent by a CLerk Deputy for Deryan--as courtesy in Oct. 2018. Could we have some clarification>? Thanks!

On Page four top line MCF-without precision--extrapolates some things that De Ryan complained about in his Oct. 2018 Court filing but does it in a "snippet" way, leaving out the rest of What DeRyan stated--and doings so -very seemingly--out of context. this was done by MCF on purpose or for whatever preference, Deryan suggest s to all parties including the Wa. state Supreme Court to: "not take the bait", and to furthermore--read all of DeRyan's filings within full context--otherwise it could be interpreted as a diversionary tactic by MCF to fraudulently "game the courts" to rule on his behalf via unfair advantage thru subterfuge. Don't

take the bait! Please read the entire files of DeRyan since July 2017--to get the true picture-especially regarding that DeRyan's handful of attempts to get a continuance were also denied
over and over again. Sounds a bit like what happened in the Otto Zeim Case when that Judge
(Van something) kept denying motions of all sorts (i.e.: "how high can you jump")--until that is-the Feds finally stepped in--unwilling or reluctant as they might have been at first.

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DeRyan Suggests that the Wa. State Supreme Court takes a gander into the reality of the Otto 7 Zeim Court Case because it clearly shows once again--as is now and in the past--a clear pattern 8 of "Frontier Justice", and fraud-in what appears to be a a form of "Fascist and Masonic 9 oriented" court system in Spokane, wa. "the old boys network". Well again, Had not the Feds 10 stepped in on behalf of Otto, his family and ALL disabled people (and I am one such)--then 11 clearly Otto would never have gotten justice, nor his name cleared once and for all. Now, 12 whether DeRyan has ever received any significant or meaningful help from other Non-13 government parties like the Masons from his family's Bay area connections—is a mute point 14 when considered under the light of this example: When Willie Brown 15 Ran and was elected Mayor of San Francisco decades ago—here ceived a lot of help from the 16 tobacco companies who funded his campaign. The first thing Willie Brown did after he won the 17 18 elections was to sue those very tobacco companies for the harm they had done to so many people. When asked on air (20/20) how he could do such a thing, his reply was short, slick and 19 sweat: "That's Politics"—that's politics". So DeRyan is not focusing necessarily on the reality of 20 21 the powers that be (in our courts) by rather-pointing out---that DeRyan is not a respecter of such powers when they become so corrupted. 22 23 And otherwise, DeRyan has no knowledge whether any non-government or government organization has ever assisted him—and he prefers to keep it that way. 24 25

However, when doing the simplest of things like trying to still find an apartment or raising funds
from family and friends and associates to pay for the lawsuit since he was denied indigence by
the Wa. State Supreme Court----he finds it hard does DeRyan....because DeRyan's reputation
had and remains as has-been smeared so bad that he people still question what triggered it all

1 (and the evidence is in the court transcripts by one Internationally acclaimed expert—Dr.

2 Esplin-who testified at the trial. But when it comes to what DeRyan spent the most part of his

3 life doing regarding work (Teacher)--hecan never enter a classroom again--no one would hire

4 him and he is so traumatized that he could not do it anyway---the memories of his arrest and 2

5 and a half year wait for trial while put into homelessness as a 100% disabled person still lingers

6 strongly...like the stench of some rotten thing that has been left out and never addressed. No,

7 the rot of what happened to DeRyan WILL BE ADDRESSED fairly--even if that

8 means we "take it all the way to the US Supreme Court"! Amen!

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10 On page 4, 3rd paragraph, lines 3-4, MCF stated that "Mr. Deryan incorporated the forms sent

11 by the Court but not in manner that made his position coherent".

12 Well, Mr. Deryan objects to this mere opinion by MCF, and asks the Wa. State Supreme Court

to read it all and decide, and to especially consider that De Ryan is still homeless and most of

14 his life possessions (including court materials0 are in storage, and that DeRyan has been for a

15 year now--requesting a Continuance until he can finally become stabilized from the

16 homelessness that East Valley School District and its very corrupt attorneys

placed him into. In this same paragraph, MCF denotes that Deryan went well over the 20 page

18 limit, but De Ryan questions whether such a 20 page limit

applied or applies to exhibits. From Mr. De Ryan's understanding, the 20 page limit did not

20 apply to exhibits.

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22 At the top of page four MCF stated: "He does not cite any authority, or make any legitimate

arguments, as to why this Court should accept review of the Court of Appeals

decision.". Objection! DeRyan responds by stating that this is a mere opinion of MCF, and an

25 erroneous one at that--and so lets let the Wa. State Supreme Court decide that matter....and

26 hopefully they won't take after MCF and Harkins--whom love to point out when Deryan fails to"

27 cross his t's and dot his I's and make sure every sentence has a line #, etc". They focus on the

28 minor things, and I focus on their major violations of due process; (including Judge Fennessey's

violations therein)--and transgressions concerning DeRyan's Federally protected ADA rights.

On page four,, MCF again states that the Court did not receive DeRyan's payment until the 1 19th--but DeRyan objects to this Phony statement of MCF again by re-asserting 2 3 that in his Oct. 16th e-filing, he mentioned the payment is on the way and even made a 4 photocopy of that payment--including it in his e filing--for proof of payment. We on deRyan's behalf are not sure what and why MCF is focusing on this so much--it is a red 5 herring for sure, and since he has taken over for the Crooked Burger Attorney Harkins 6 whom is under investigation for fraud regarding this court case)--...that MCF only seems to be 7 "following suite". Not sure why they would want to keep playing that card--you 8 can only beat a dead horse enough --- it won't get up after all! Also, MCF then states in the last 9 paragraph of page four (what line I cannot see for he did not assign line numbers--oops MCF?), 10 that: "Mr. deRyan incorporated the forms sent by the Court but not in manner that made his 11 petition coherent". Objection! That is his opinion. Lets hear the Courts opinion, especially 12 when and if the court (must) take into account DeRyan's continuous status of being homeless--13 having to bounce around with different family and friends and otherwise stay in hotels and 14 hostels--that DeRyan is doing his best--given the dire circumstances--circumstances as evidence 15 has clearly shown -w-ee caused by the wrongful actions of EVSD (and its attorneys--ongoing to 16 the present). Considering De Ryan's ADA rights (having been thoroughly violated and ignored by 17 the Lower Courts in Frontier Justice oriented Spokane, wa---One, ... er... many would think that 18 19 the Wa. State Supreme Court would not want to do the same or similar thing, because then--DeRyan has been foretold that such an erroneous decision by the 20 Wa. state Supreme Court would be "carte Blanche" for finally delivering this whole darn case on 21 22 over to the US Supreme Court!

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And so, While MCF and his inferior Attorney apprentice Harkins calls out" Deryan for not always following procedures correctly with triffle things, they should monitor their own court filings better because evidence has it already on record that they--yes they--have violated court rules in their own right--as so has been indicated in objections filed by DeRyan since 2017--"its all in those court filings"

On page 5 of MCF's Response, he states that Mr. De ryan has continuously disregarded court 1 rules, but De Ryan ahs all along been respectfully demanding within his rights--a continuance 2 and pleading that he could absolutely not continue working on his case of or the past year now 3 because he is , was, and still is-simultaneously homeless while totally disabled, and that Former 4 5 Attorney Harkins complaint in Nov. 2017 about why DeRyan should not be granted a continuance because it would stall out for too long---should be considered in light of the fact 6 7 that for 2 and a half years--DeRyan had to wait for trial to finally be acquitted, and that the attorneys for EVSD and the School district itself should not complain about a lengthy trial 8 9 [period--especially when considering the high profile nature of this case as it relates to, but not limited to -- the total disregard and violation of the Courts thus far 10 concerning De Ryan's ADA rights as a totally disabled person whose disability coincided with-11 in part-the wrongful actions by EVSD (and its attorneys ongoing now). 12 13 On page 5, MCF also complains that the payment was not received until the 17th (violating the 14 "do date", but clear court records show and prove that the filing was both sent by USPS (with 15 payment enclosed) before the deadline date ( and stamped at Post Office, which DeRyan has 16 copy of) as that date being the day before the very last date to file (e-filed) filing it electronically 17 on the last date allowed--so there is no argument there by MCF that is valid concerning 18 this matter-unless he wants to argue about the USPS filing having ARRIVED after the 19 20 deadline. Again--both were filed (e-filed and USPS) before the deadline. 21 Again, it appears that the strategy of MCF is to simply take snippets of what DeRyan has filed 22 23 and to deliberately misquote and/or "take out of context" what De ryan has stated and/or implied, and so Deryan must clarify and correct 24 25 MCF-herein. 26 27 DeRyan and his Team, when looking at recent "Past performances" by the Wa. State Courts

form the superior Court all the way to the Supreme (Wa State) Court's

denial of DeRyan's indigency rights and due process under indigency (indigency caused by 1 EVSD)----that all parties should understand by now that Deryan and his team are seeking to 2 render its enemies asunder as in a footstool"-as scripture so approves of when it states :"that 3 your enemy may be your footstool". (enemy being loosely interpreted by Deryan as 4 "adversary"). Looking at "past performances" by the Wa. State Courts, one can to a certain 5 degree--predict and predicate "Future outcomes".and so, whatever the decision of the Wa.. 6 7 State Supreme Court may be soon, let us not at all--any of us--take our "eyes off of the prize" 8 which is the highest court of our Land--The US Supreme Court!

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At this juncture, Deryan asks the Wa .State Supreme Court :"Under what factors and criteria did you evaluate Deryan as not "being indigent enough" for funding? This is not a rhetorical question, but a question that it should be prepared to answer later on--should this wind up where it very well might need to be: In the US Supreme Courts hands.

14

Whatever the Wa. State Supreme Court may decide soon, I remind it that by its own bylaws and
rules and procedures....that it must be "more liberal minded" (lenient) with things like, for
instance--a petitioner like De Ryan that is 100% physically disabled and still homeless now for
almost 4 years--a homelessness that is directly tied into the harm done to Deryan--and not just
his reputation when it comes to a persons "standing in his community"--by EVSD
Again and again Deryan has stated in each filing that it is simply not fair for him to have to do all

of this while yet still homeless, and that he is doing his best--albeit with some mistakes in
some procedures, but when taken as a whole--this whole lawsuit was originally derailed by
Judge Fennessey's improper dismissal in Oct. 2017 (explain once again)--as it is all in court
records for reference.

26

On a related note regarding MCF's comments about "crusading against" corruption, may I say:
Most Masons I have ever met are very well intentioned peoples who mean well, but (in

my opinion) are very misguided, and "drunk with power" (and the seeking of it--unbridled). I 1 Should know. as my uncle Gerald Deryan is still a 33rd degree Mason, and I have had the 2 opportunity to sit in on a few important matters in my life time there--besides what he confides 3 in myself too. The Masons sure havea stronghold in key areas of our States Courts, Public 4 Schools, and general governance. Masonic beliefs and political power 5 is not at all compatible with the United States Government, and they make up a large part of 6 the "deep State". But whether I am pointing out the errant rulings of any particular judge, or 7 the fanciful and almost flamboyant falsehoods of brooked Attorneys 8 for the Firm f Evans, Graven, and Lackey, etc---- etc. etc all the way politically even up to the 9 Office of President--whereby most of our US Presidents were Masons too. There is a reason for 10 that, folks. But, for the courts-the point is to first--put corrupt people in positions 11 of high power on notice,-the point is to first--put them on notice, and it is also my duty and 12 obligation as so directed--to disclose the penalties for their offenses--especially in that such 13 folks are paid to Serve "we the People", and NOT Fleece us. They cannot possible "own 14 Justice", but must be guided by it--which is where folks like myself, and those whom I am 15 aligned and allied with--come into play....the "X Factor". 16

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Again, it appears that the strategy of MCF is to simply take snippets of what DeRyan has filed and to deliberately misquote and/or "take out of context" what De ryan has stated and/or implied, and so Deryan must clarify and correct MCF-herein. But as and when he does this, he opens the door for more relevant comments and criteria.

22

When it comes to why or why not Deryan was not identified correctly as an indigent person (made that way by the wrongful actions of EVSD and its attorneys), and why it is that for the past 17 years not one person has been granted the "indigent" status (which is and will continue to beinvestigated further), then the Wa. State Supreme court can and should understand that any ruse used by Deryan (calling the Wa.State Supreme Court out for its Masonic ties and its super-liberal, leftist leanings and fanciful interpretations of the law, etc)----that such attempts at DeRyan and his Team to "rattle" not only the attorneys for EVSD but the very Wa. State

Supreme Court---that such under Agency rules--is allowed. It's not "just a ruse", but a "justice
Ruse"....while so highlighting the fact that MCF incorrectly stated that DeRyan was on a
"crusade" against the supreme Courts of the united States (which is not at all what Deryan
stated) confusing the US Supreme Court (did MCF do) with the Wa. State Supreme Court--which
De Ryan did and is "calling out to consciousness". After all, Deryan learned a lot when he was-years ago--apprenticed by Dellwo--who was expert at correctly applying ruses in all ways
allowed to help "weed out" corruption.

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Again and again Deryan has stated in each filing that it is simply not fair for him to have to do all
of this while yet still homeless, and that he is doing his best--albeit with some mistakes in
some procedures, but when taken as a whole--this whole laswsuit was originally derailed by
Judge Fennessey's improper dismissal in Oct. 2017 (explain once again)--as it is all in court
records for reference.

14

Segway: Regarding the matter of "where does DeRyan receive his help from, and how?" Let 15 16 me be clear—to my knowledge—no law enforcement, FBI, or and political or governing body has given myself any assistance directly in this case as a Court Matter. The one exception is 17 with Law Enforcement—to be clear and concise, the Spokane Police Dept. was very kind and 18 generous in finally handing over to my team---the actual transcripts of all the police 19 investigations that I required years ago. And-they charge me nothing-gave it to me for 20 free—and this helps my case because that means less money needs to be raised for the 21 appellant procedure (getting transcripts, copies, etc—very expensive). So—thank you police 22 dept.—very kind to not have charged me! 23

24

Also—MCF complained to the Police Dept. (Spokane Valley) claiming that I had claimed having
done work for the FBI or something to that nature. I had to write the FBI and to MCF to clear
up his mis-interpretation and to spell out that never have I ever claimed any such thing.
However, recently DeRyan met up with a retired FBI Agent whom introduced himself as just
that. There is no conflict of interest when such an agent has stated that he/she is retired. Same

thing with Senators, etc. De Ryan and that retired agent (along with a mysterious Chinese American looking fellow whom seemed to be tape -recording for no apparent reason 9which De
 Ryan did not object to, but only noticed).

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That Agent, , and the mysterious other guy (sitting a few seats away minding his own business 5 but also taking keen interest in our conversation), and Deryan all enjoyed a lengthy and positive 6 7 conversation about many topics--especially politics and religious beliefs. At the close of that coincidental meeting, The retired Agent asked De Ryan if he had connections with the CIA. De 8 9 Ryan answered resoundingly by not only stating "Yes" out loud and with fervor, but by stating 10 "#@%\$##@\$^\$#@%\$% YESSSS!". Now, what De Ryan had already hitherto stated in writing (which was delivered in person to the FBI offices in San Francisco in December 2015 11 (before De Ryan's acquittal)--denoted the same: that De Ryan 12 13 had turned to quite a few high profile people in the West--(including but not limited to--certain 14 FBI and CIA Agents whom were all--except for one--persons associated and/or related in the Deryan-Conrad-(Max Conrad)-Beisanz-Von Der Kirstein family 15 16 tree--which means that there are no, nor were no--conflicts of interest. The retired FBI Agent reminded Deryan at the close of that recorded conversation 17 18 that there are areas between the CIA and The FBI that are not connected (and otherwise operate independently in many instances). Well, Deryan already understood 19 this, but for the sake of this court filing--Deryan only brings up this --to clarify and underscore 20 21 that there IS NO CONFLICT OF INTEREST BY DE RYAN'S ACCEPTINGTHE ADVICE AND HELP OF ANY OF THESE INDIVIDUALS if such was ever done--because they are all retired and otherwise 22 23 (except for one CIA acquaintance who is also retired since well before his arrest of 2014) 24 As it was, the only help that this particular retired Agent gave to Deryan was in buying him 25 lunch--which was a very kind gesture. Well, we had a few beers too on this occasion, and DeRyan was known to have said under his breath something like: "Geez, if 26 only Brent Kavanaugh could have joined us all---it would've been a complete party!' But the 27 "gathering" on that day might have been more for the benefit of others to fully disclose 28

amongst strangers and new acquaintances--one another's credentials

and associations. Otherwise, agreed--"confidentiality saves lives". DeRyan was even surprised
 when the retired Agent who also seemed to have been Tape-Recording, "that: "You (Deryan)
 got two likes". Only 2 likes? Hmmmmmm...LOL.

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5 But the bigger question one might have could be-----is this the kind of case that does or might

6 require certain and eventual higher level government intervention"? Perhaps, but

7 Deryan has never claimed to be the one who would direct nor dictate such, and is "only the

8 messenger" in such matters---however they may or may not criss-cross when

9 considered in other terms, for instance----National Public School Reform and such related topics

10 of "Cameras in the Classroom, please". ...and by all counts, too

11 many of our public schools are failing miserably, and Teachers are afraid in many instances to

12 work in such environments where it is very hard to teach at all because

13 of all the obstacles, and the Liberal-Leftist minded (and yes--Masonic Control in many

14 instances)--of our Public Schools.

15

All one has to do (and where talking about folks "higher up" in our Government) is look at the case of "State of Washington VS Deryan" whereby De Ryan was falsely charged with 29 very serious assault and felony charges-----and at trial it all came out as to how a School Principal and his Counselor could set into motion--such a terrible witch hunt. Kavanaugh, we hear you! And eventually, this high profile case where a Teacher gets thrown under the bus in such fashion as did the administration of EVSD---happens to so many other Teachers across the USA--in similar, if not so bad--way as what did happen to Deryan.

24 In Summary, MCF's has given no real and true response, but rather--is using it appears--

25 "diversionary tactics" in hopes to distract the Wa. State Supreme Court from its sworn

duties. It's a red-haired, freckled face Herring from Attorney McFarland

27 Before De Ryan was wrongfully targeted by incompetent goons in Eastern Washington

28 (specifically the Principal and the Counselor of EVSD. Spokane Valley, wa!

1 --whom immediately on the same day of the false allegations by just 3 students originally

(whom all had extreme discipline records since their early years--as did come out in trial)

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4 Of Special Note: EVSD did conduct an incompetent and illegal and unauthorized and fraudulent investigation before handing the whole mess on over to the police to some how try to sort out, 5 6 Before De Ryan had ever been targeted, he was NOT homeless, and held down many jobs in many school districts as a Substitute Teacher, and a professional Musician on the side -- and was 7 able to barely maintain his life expenses that included child support payments and ongoing 8 medical bills. After De Ryan's arrest (having spent almost a week in jail in Jan. 2014)--he was 9 10 then rendered homeless--because he was fired from his job, evicted from his apartment because of all the bad press about him (false allegations-that is) and his reputation completely 11 12 destroyed by the media - in frenzy-feeding mode-who took the School Principal and Counselor's word as "truth", when it was not the truth at all, while EVSD "threw him under the bus". De 13 Ryan was evicted from his rental unit where he had lived for 3 years previous and no one would 14 15 hire De Ryan with 29 charges of "roughing up a classroom"--which was all complete 16 baloney....but it is still on the internet even to this day! The salacious articles still make it very difficult for DeRyan to find an apartment, for instance---17 because the articles make Deryan look as if he "flipped out", etc.--all complete fiction! 18 upon De Ryan's eventual acquittal, he immediately set out to try and "beat the statute of 19 limitations", but was still yet homeless--and finding an attorney in Hicksville (Spokane) 20 Washington, when his reputation had already been so completely maligned--proved futile. De 21 Ryan was still in "survival mode" and still receiving counseling because of all of the trauma. 22 indeed-Records indicate clearly that at many of De Ryan's counseling sessions, he broke out in 23 "inconsolable tears" (Please see exhibit "Counseling for PTSD and Adjustment disorder". 24 25 Eventually De Ryan stopped counseling, because he felt that (tears aside)--every time he had to 26 27 talk about the trauma, it only caused the wounds to bleed more"....not at all unlike a soldier

who is asked in counseling to "talk about the trauma they faced on the battle field". Well,

29 Kavanaugh wept a bit when we saw his reputation so damaged by salacious claims and due.

1 process violation, and for that matter---Jesus wept on many occasions too--at the condition

- 2 of the World's humanity. DeRyan still suffers from the effects caused
- 3 by all of this ongoing trauma. Evidence shows that such counseling can have much reverse side
- 4 affects. Counseling did not help at all--with his homelessness--until that is--when he
- 5 received an offer to live in a "transient housing program " in his native city of CDA, Idaho. Too
- 6 bad that this particular house was in reality--a drug house--of huge proportions. De Ryan was
- 7 ordered to report on it--and he did that-and then fled for his life after receiving death threats
- 8 and many threats of impending violence . Please refer to court document so oct. and Nov.
- 9 2017 for total exposure.

10 I swear under the penalty of perjury that the foregoing statements are true and correct,

11 As written In Stevens County for use in Spokane County, Wa-USA

# Exhibits: Proof

# Of continuous

# Homelessness

What is affordable requires long waiting Periods for Affordable Housing Programs And I am on many such lists—which can

take even over a year or more to get called!

### **Selkirk Motel**

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# Guest Folio for matthew deryan

Guest Name(s): Address: Telephone:	matthew deryan , , , USA Mobile +1-5092022451	Confirmation #: Arrival Date: Departure Date: Party Size:	P901380A21462 Sunday, November 25, 2018 Sunday, December 9, 2018 1
Email:	tarantos67@yahoo.com	Room(s) Booked:	Room 03

#### **Charge Details**

Date	Description	Qty	Pre Tax	Тах	
11/25/2018	Room 03	1	\$32.00	\$2.91	Total
11/26/2018	Room 03	1	\$32.00		\$34.91
11/27/2018	Room 03			\$2.91	\$34.91
11/28/2018	Room 03		\$32.00	\$2.91	\$34.91
11/29/2018	Room 03		\$32.00	\$2.91	\$34.91
		1	\$32.00	\$2.91	\$34.91
11/30/2018	Room 03	1	\$32.00	\$2.91	\$34.91
12/1/2018	Room 03	1	\$32.00	\$2.91	\$34.91
12/2/2018	Room 03	1	\$32.00	\$2.91	\$34.91
12/3/2018	Room 03	1	\$32.00	\$2.91	\$34.91
12/4/2018	Room 03	1	\$32.00	\$2.91	
12/5/2018	Room 03	1	\$32.00		\$34.91
12/6/2018	Rourn 03			\$2.91	\$34.91
12/7/2018	Room 03	······································	\$32.00	\$2.91	\$34.91
12/8/2018	Room 03	 	\$32.00	\$2.91	\$34.91
Total Charges			\$32.00	\$2.91	\$34.91
			\$448.00	\$40.74	\$488.74

# Payment Details

Date	Payment Type	Payment Method	Notes	Amount
11/25/2018	Payment	Cash	n na an ann an an an ann an an an an an	\$244.37
12/2/2018	Payment	Cash		\$244.37
				Ψ477.01

Total Charges Before Tax:	\$448.00
Tax - State and Local Sales and Use Tax :	\$34.02
Tax - Hotel and Motel Lodging Tax:	\$6.72
Total Charges After Tax:	\$488.74
Total Payments:	\$488.74
Remaining Balance:	\$0.00

Welcome to the Selkirk Motel and we hope you have

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# HI MATTHEW, YOUR BOOKING IS CONFIRMED

Reference Number: 24089-411670724

MANAGE BOOKING BOOK AGAIN

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# **Booking Information**

# **City Hostel Seattle**

2327 2nd ave., Seattle, Seattle, USA seattlee88@portal.dormproject.ch +1-206-706-3255

Check In: Sat 8th Dec 2018 Check Out: Sat 15th Dec 2018 Arrival Time: 17:00 Sat 8th Dec 2018 Standard 6 Bed Mixed Dorm US\$30.00 1 Bed Sun 9th Dec 2018 Standard 6 Bed Mixed Dorm US\$30.00 1 Bed Mon 10th Dec 2018 Standard 6 Bed Mixed Dorm US\$30.00 1 Beď Tue 11th Dec 2018 Standard 6 Bed Mixed Dorm US\$30.00

1 Bed

Wed 12th Dec 2018 Standard 6 Bed Mixed Dorm 1 Bed	US\$30.00
Thu 13th Dec 2018 Standard 6 Bed Mixed Dorm 1 Bed	US\$30.00
Fri 14th Dec 2018 Standard 6 Bed Mixed Dorm 1 Bed	US\$30.00
	<b>Total Cost:</b> US\$210.00
	Total Paid: US\$27.30

# Your Payment

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The balance of US\$203.91 is payable on arrival at the property, in the property's currency, unless otherwise specified below.

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Balance payable to the property includes US\$21.21 tax.

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# HI MATTHEW, YOUR BOOKING IS CONFIRMED

Reference Number: 53155-411670819

MANAGE BOOKING BOOK AGAIN

# **Booking Information**

# HotelHotel Hostel

3515 Fremont Ave. N., Seattle, USA hotelhotel@portal.dormproject.ch +1-206-257-4543

Check In: Sat 15th Dec 2018 Arrival Time: 15:00	Check Out: Sat 22nd Dec 2018
Sat 15th Dec 2018 Standard 8 Bed Mixed Dorm 1 Bed	US\$32.00
Sun 16th Dec 2018 Standard 8 Bed Mixed Dorm 1 Bed	US\$32.00
Mon 17th Dec 2018 Standard 8 Bed Mixed Dorm 1 Bed	US\$32.00
<b>Tue 18th Dec 2018</b> Standard 8 Bed Mixed Dorm 1 Bed	US\$32.00

### Wed 19th Dec 2018

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Standard 8 Bed Mixed Dorm 1 Bed

# Thu 20th Dec 2018

Standard 8 Bed Mixed Dorm 1 Bed

# Fri 21st Dec 2018

Standard 8 Bed Mixed Dorm 1 Bed

US\$32.00

US\$32.00

US\$32.00

Total Cost: US\$224.00

Total Paid: US\$29.12

#### Your Payment

The balance of US\$217.50 is payable on arrival at the property, in the property's currency, unless otherwise specified below.

Balance payable to the property includes US\$22.62 tax.

### To <u>Diana Navarro</u>

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CC Valerie De Ryan antonyderyan@gmail.com Today at 12:05 PM

I am staying two weeks in two different hostels in Seattle......I am without a place to rent still, and rather than spend two more weeks here in Colville, where

I am looking for a place (Colville is near Chewelah) that isn't inundated with "indoor smokers" like at the last place--which made me sick everyday-- (aghh!)----and so we'll just make due with the best, meaning--if the two wonderful ones want to see myself any of those days after school----they know where I am and will be and have my new phone #.

That is the best I can do-I could just stay in Colville and continue to spend 250.00 per week on the hotel and twiddle my thumbs over the holidays,or the better plan (which is my plan) is to just be in Seattle for two weeks-with what is available at the dorms in the hostels--and so I have everything set up for that.

IF for whatever reason neither Tony or Valeri are available until the 21st---well then, it is what it is....but I have to leave on the 23rd---nothing available at the hostels after that.

Also, I am on a very tight budget as you know-----and my monthly child support was upped to 50.00\$ now monthly, and so the only "presents" that I can afford to give over Christmas will be my mere "presence" physically. But I will be content to just be in Seattle, and if their school and after school activities prevent them and I from spending any time, well--at least they know that I try my best. I know Tony and Valeri will understand, because by now they know that Christmas is about the birth of the Messiah into our world and lives, and everything else comes secondary. yup--Christmas is about Christ, the Holy Family, and all of our families--says I, I says.

Smilin',

Matt

On Monday, December 3, 2018 5:58 PM, Diana Navarro <dianamarianavarro@hotmail.com> wrote:

Hi, The kids last day of school is dec 21st at noon. They are available the weekend. Diana Navarro

On Dec 3, 2018, at 1:35 PM, Mateo Deryan <<u>tarantos67@yahoo.com</u>> wrote:

I have bought my tickets already and some good deals at that---arriving Seattle on the 10th staying till the 24th.....

There is no availability after that....and will be staying at the same hostel in Fremont and in Belltown all of that time.

My new phone number is 509 680 9178 but text is best....as it is a TracFone and minutes are expensive-and so I only use it for things like emergencies, important calls, and --for the Valeri and Tony to call when we are scheduling pick up times and dates.

Looking forward.

Oh and Valeri and Tony--I looked at a one bedroom today for myself only (no smokers!), and I hope I get it--will know soon. Otherwise I keep on looking.....

On Friday, November 30, 2018 6:14 PM, Diana Navarro <<u>dianamarianavarro@hotmail.com</u>> wrote:

Hi Matt,

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That's good you are planning to visit. We have plans the evening of the 24th, the 25th, 27th and 28th. The rest is pretty much open. Let me know what days where you thinking of.

Diana Navarro

On Nov 30, 2018, at 12:39 PM, Mateo Dryan < tarantos67@yahoo.com > wrote:

Hey wonderful ones:

I am strongly wanting to be in Seattle during your two weeks off from school for Christmas vacation.

I will need to buy my ticket like really soon as prices are going up, nd then make reservations to stay at the hostel too.

What do you know about your Christmas plans--are you all going to be around, or might you be in Leavenworth instead?

I would not want to be in Seattle and you two in Leavenworth during Christmas break-what a bummer that would be--LOL

Please let me know ASAP--

Нарру Рарру.

PS--next Thursday I have a guitar gig at a brewery in Colville, wa--fun fun fun.

#### Valerie De Ryan <vderyan@icloud.com>

Hi pops, This us from both me and Tony. We tried calling you phone twice but no one pocked up. We have decided not to sleep over in Chewelah (Tony doesn't like sleeping in unfamiliar places <sup>(1)</sup>). We arrive Saturday and leave on Monday morning ( the reason is because Tony has an appointment on Monday). Please email or call me back ASAP so we can confirm the final plan Valerie (leeane)

To <u>tarantos67@yahoo.com</u> Nov 9 at 5:38 PM

Hi pops,

This us from both me and Tony. We tried calling you phone twice but no one pocked up. We have decided not to sleep over in Chewelah (Tony doesn't like sleeping in unfamiliar places (2)). We arrive Saturday and leave on Monday morning ( the reason is because Tony has an appointment on Monday). Please email or call me back ASAP so we can confirm the final plan

Valerie (leeane)



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Dave's RV & MINI STORAGE LEASE AGREEMENT

Unit# Names Mailing Address:

Res./Cell Phone: Alternate Contact: Alternate Mailing:

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Date: Email Address: Driver's License : Employer: Work #: Alternate Phone: fs a in (Tenant), hereby rent from Dave Wasson (Lessor), those certain premises described as Unit Number Located at 555 8th Ave., Colville , Washington, hereinafter referred to as "Premises". 3000 per month, payable in advance upon the first (1\*) day of each and every calendar month to Lessor, or to RENT Rept is in the amount of \$ Lessor's designated agent. As per RCW 19.150.030 access may be denied to unit if rent is delinquent ten days. Rent received on or after the tenth day of each month will be subject to a \$15 late fee until rent is paid in full. 11-28-2018 TERM The term of this lease shall be MONTH to MONTH beginning DEPOSITS Tenant shall pay in advance a security, cleaning, damage, and deposit of \$25.00 to be held by Lessor for the faithful performance of the terms of this Agreement. This includes cleaning and repair of the premises after surrender of the same by the Tenant. The deposit shall be refunded to the Tenant within 3 weeks after Tenant vacates the premises, less all charges for deaning, repairing, replacement of any missing items, if appropriate, or other amounts due under this Agreement when necessary to compensate Lessor for loss or damage caused by the breach of Tenant. This includes any amounts necessary to compensate Lessor for delinquent rent owed by Tenant. At the termination of this tenancy, it shall be Tenant's responsibility to return the premises in the same condition as they were in when rented to. Tenant. USE AND OCCUPANCY AND COMPLIANCE WITH LAW Tenant agrees that the premises will not be used for human or animal occupancy. Trash or other debris shall not be allowed in or near the leased premises. The storage of welding products, flammable items, explosives or other inherently dangerous material is prohibited. Tenant shall not store in the premises any items which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or In violation of any other legal requirement, or do any act, or cause to be done any act, which creates or may create a nuisance in or upon or connected with the premises. SIGNS No painted or other signs of any type shall be placed on the leased premises. RULES Tenant agrees to abide by all Mini Storage rules and policies that are posted and are now in effect or that may be put into effect from time to time. Lessor agrees to supply written copies of said rules to Tenant as they now exist, as they may be modified or adopted in the future. CONDITION AND ALTERATION OF PREMISES Tenant has examined the premises and hereby accepts them as being in good order, condition and repair. Tenant agrees to immediately notify Lessor of any defects, dilapidation or dangerous conditions. Tenant agrees to keep the premises in good order and condition and agrees to pay Lessor promptly for any repairs of the premises that are caused by Tenant's negligence or misuse or by the negligence or misuse of Tenant's invitees, licensees, and/or guests. Tenant shall make no alterations or improvements of the premises without the prior written consent of Lessor. Should Tenant damage or depreciate the premises or make alterations of Improvements, or do painting or redecorating, without the prior written consent of Lessor, then all costs necessary to restore the premises to its prior condition shall be borne by Tenant. INSPECTION Tenant agrees that Lessor, or his agent, may at any reasonable time enter to inspect the premises or make repairs. Tenant further agrees that Lessor, or his agent, may show the premises to prospective purchasers of the property or to lending institutions of their representatives at any reasonable time, or if notice of termination of this tenancy has been given by either party, to prospective tenants during the 20-day period prior to termination. TERMINATION The tenancy under this Agreement may be terminated by Lessor or Tenant by one giving written notice to other of his intention to terminate the tenancy at least 20 days prior to the date of termination. Rent is payable by Tenant to Lessor for said 20-day period. If Tenant vacates prior to the end of said 20-day period, Tenant must nevertheless pay rent for said 2- days as herein above provided. As conditions for such termination, prior to the return of any deposit. Tenant shall completely vacate the premises, leaving it in good and clean condition, (reasonable wear and tear excepted), and leave Tenant's forwarding address. Tenant must allow Lessor to inspect the premises, in Tenant's presence, to verify the final condition of the premises and its contents. 10. ABANDONMENT Tenant shall not abandon the premises at any time during the term of this Agreement. If Tenant shall abandon said premises or be dispossessed by process of law, or otherwise, then Lessor or his agent shall have the right to take immediate possession of and re-enter said premises. Lessor and Tenant agree that in the event a Notice to Terminate the Tenancy has been given by Lessor to Tenant, and Tenant has not occupied the premises for the 30 days covered by said Notice of Termination, and has not paid any portion of the rent due for said period, then the premises may be deemed abandoned and Lessor may re-enter and take immediate possession of said premises, consider the tenancy terminated, and re-let said premises. in the event said Notice to Terminate has been given, and in the event no portion of the rent of said 30-day period has been paid by Tenant to Lessor, and In the event any of Tenant's personal property remains on the premises, Tenant hereby grants to Lessor a Security Interest in said personal property at the expiration of said 30 days. Tenant hereby grants to Lessor the right to re-enter the premises, remove Tenant's personal property and store it in a secure place, consider the tenancy terminated and re-let the premises. Lessor shall store Tenant's personal property for a minimum of 42 days after the first day payment is delinquent. Upon taking possession of said personal property, Lessor shall mail to Tenant notice that Lessor has taken possession of the premises, and has taken possession of all of Tenant's personal property and has stored said personal property and where said property is stored. It is presumed that any personal property left by Tenant does not exceed \$300 in value. At the expiration of the 42 days, Lessor may, after notice to Tenant's last known address, dispose of the personal property in a reasonable manner, RCW 19,150,080. ASSIGNMENT OR SUBLETTING Tenant shall not sublet or assign all or any portion of the premises or Tenant's interest therein without the prior written consent of Lessor. ATTORNEY'S FEES If legal action shall be brought by Lessor for unlawful detainer, to recover any sums due under this Agreement, or for the breach of any 12. other covenant or condition contained in this Agreement, Tenant shall pay to Lessor all costs, expenses and reasonable attorney's fees incurred by Lessor in the aforesaid action. 13. NOTICE FEES & LOCK OUT If Tenant is in non-compliance of this lease agreement and a Notice must be sent by Lessor, a fee will be charged to the Tenant. If Lessor must lock out unit due to non-payment, a \$25.00 fee will be assessed. All fees and past rents must be current prior to Tenant regaining access. There will be a fee of \$25.00 all checks not honored by the bank. 14. LABILITIES Tenant shall hold 1 essor and his agents harmiess from all claims of loss or damage to property and of injury to or death of persons caused by the Intentional acts or negligence of Tenant, his guests, licensees or invitees, or occurring on the premises rented for Tenant's exclusive use. Tenant hereby expressly releases Lessor from any and all liabilities or theft or other cause beyond the reasonable control of the tenant. Tenant's possessions within the building are so placed at Tenant's sole risk and Lessor shall have no liability for any loss or damage caused to said possessions whatsoever. Tenant acknowledges that insurance is available from independent insurance companies for damage to Tenant's property and for the liability imposed in this paragraph and that, if coverage is desired, Tenant shall provide such coverage and hold Lessor harmless for any damage to Tenant's property or otherwise. Tenant further understands Lessor carries no insurance on Tenant's property. Lessor assumes no liability for any damage to Tenant's property while stored in unit or on premises. 15. WAREHOUSE LABOR in the event that any of Lessor's employees are used in the receiving, piling, stacking, or handling of Tenant's goods or merchandise on the leased storage space, such employees shall be deemed to be the employees of Tenant. As compensation for the use of all loaned employees, Tenant shall pay Lessor the current rate per man per hour for warehouse labor.

16. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS IS NOT A BALEMENT NOR A WAREHOUSEING AGREEMENT BUT SIMPLY A COMMERCIAL LEASE OF SPACE, SUBJECT TO THE CONDITIONS CONTAINED HEREIN. Lessor hereby acknowledges receipt of <u>30 F 9</u> as payment in advance of the first month's rent. Lessor further acknowledges receipt of

17. 64 CU. TOTAL 25 as cleaning, damage, and/or lock and key deposit as defined herein.

Remarks: This Agreement has day of Nanstal been executed/this Matha Der an  $\checkmark$ OWNER/AGENT: TENANT en

# **OFFICE RECEPTIONIST, CLERK**

OFFICE RECEPTIONIST, CLERK From: Friday, December 7, 2018 4:53 PM Sent: 'Mateo Dryan' RE: Scanned from a Xerox Multifunction Printer Subject:

Received 12-7-18.

To:

From: Mateo Dryan [mailto:tarantos67@yahoo.com]

Sent: Friday, December 7, 2018 12:42 PM

To: Kimberley Mauss <kmauss@ecl-law.com>; Sean Harkins <sharkins@ecl-law.com>; Michael McFarland <mmcfarland@ecl-law.com>; OFFICE RECEPTIONIST, CLERK <SUPREME@COURTS.WA.GOV>; Dunnegan, Jocelyn <Jocelyn.Dunnegan@courts.wa.gov>; matt deryan <tarantos671@yahoo.com>; matt deryan <tarantos67@yahoo.com> Subject: Fw: Scanned from a Xerox Multifunction Printer

Please accept this submission in response to Attorney McFarland's (AKA "MCF's) Response to motion for Discretionary Review.

Also I provide the Table of Contents herein as enclosed to be attached. as usual, am having some problems when using a library

computer system--as I have explained a few times in the past---as what is sent out does nto always transform into the correct

"Style and format"--as there are limitations when--using Library systems as compared to one's personal computer at home or work. I am homeless, and so I use what is available.

Also, it appears that I may have stated a paragraph (same one) twice in this submision-and I apologize for that---just a simple error but because the Library here is closed on the weekends, and that today is Friday--and my computer time allotted is almost up---I am in a rush to get this off and filed before the December 10th deadline, and befor emy last 5 minutes causes the computer to automatically shot off-hence..

Thank you,

Matt De Ryan

Contents

I. Introduction and Response to Attorney McFarland's misinterpretations and ill-conceived conceptions

A. ARGUMENTS

II.). History of Case from juxta-position of the dates beginning in July 2017 and leading to the present

ARGUMENTS-Page 3

A). Why Review Should Be Granted—(Pages 6-18): AN OVERVIEW:

- Summary: Petitioner Has Complied with the Procedural Requirements of RAP 13.4 to the best of his ability, when-as hereby is requested- taking into full and complete consideration Petitioner's current health status as being 100% disabled--of which said disability has already been noted in court filings to have been designated by the Social Security Administration (a Fed Agency) as having began on the exact date of January 16th, 2014-which not at all coincidentally--is the same date that Deryan was falsely arrested and imprisoned because of the wrongful actions of upper personnel at East Valley School district (EVSD).
- 2. And so hereby Petitioner does also request the Wa. State Supreme Court to take into full consideration--that filing regarding his disability's date being designated as January 16<sup>th</sup>, 2014 as the beginning of it—the exact date of his arrest at the hands of a corrupted investigation done by EVSD personnel who botched it....leading to Deryan's arrest..as so certified in court filings from SSA (from copies requested by Deryan (Petitioner)---as so filed in the Superior courts of Spokane, Wa-USA. This filing today give clear outline regarding these matters, and otherwise-can be found in previous court filings too-for reference.
- 3. Attorney MCF uses a tactic commonly known as "taking a snippet" (taking something out of context)---and only narrowly focusing on that while at the same time--failing to include the larger text. People do this all of the time in both spiritual and civic realms--including when using a certain text in inappropriate ways to substantiate and effect an outcome to their liking. What MCF failed to include in his Response was that I stated what I did about Court Corruption by also stating that in all levels of society (N. American and globally in general)---that there is so much corruption that no wonder the Courts are corrupt as well. In other words--I am not nor was not "picking on the courts" (nor Judges and crooked Attorneys and Malicious Prosecutors, etc0--but on a general societal level --and one can clearly read that--if they read at all my court filing of Oct. 2018---.
- \*Note; Deryan's Social Security Disability award WAS FILED last year and the Courts DO HAVE a copy of it on Record.
- III Conclusion/summary pages18-20
- IV. Exhibits (additional 12 pages)

V Hence: Motion for Continuance (page 2)

On Thursday, December 6, 2018 12:51 PM, "colvillelibraryxerox@gmail.com" <colvillelibraryxerox@gmail.com> wrote:

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: Colville Library Device Name: Colville Library Copier

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