

65808-5

65808-5

NO. 658085

COURT OF APPEALS  
(DIVISION ONE)  
OF THE STATE OF WASHINGTON

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SUI K. WONG  
(Appellant) (Plaintiff)

v.

ANA L. MARTINEZ and JOSE LUIS PANTIGA FLORES  
(Respondents)(Defendants)

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APPELLANT REPLY BRIEF

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Filing party: Sui K. Wong  
Address: 2966 South Webster Street  
Seattle, WA 98108  
Phone: (206) 760-1073

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## INTRODUCTION

Appellant/Plaintiff Sui K. Wong (hereafter “Sui”) was available to discuss attorney fees award, but the hearing on June 25, 2010 was changed to June 28, 2010 without acknowledging Sui. Sui so far has not received the reason why this Court Hearing date was changed. Respondents’/Defendants’ frequent changes had impacted Sui. Also, there is no report of the proceedings evidencing the court’s reasoning.

Respondent/Defendant Ana L. Martinez (hereafter “Ana”) filed her false Declaration for Summary Judgment Motion to influence the judge’s decision, Ana should receive penalty instead of attorney fees award. In support of her Summary Judgment Motion, Ana stated in her Declaration:

A hearing was conducted in front of Judge Hayden in which the plaintiff testified and presented evidence in support of her allegations that my husband and I had damaged the property including allegations and testimony that the damages were caused in part by the installation of a Television Dish with rusty nails and that the house had been damaged. ....

Respondents further cancelled the term in Rental Agreement for their Summary Judgment Motion. Ana and Jose have showed their dishonesty. As for the court's convenience, Sui is attaching Ex. 1. and Ex. 2. (CP page#28 – 132). Sui's true copy of Rental Agreement (Ex. 3) proves Ana receiving 1 garage remote, 2 keys for bedroom and bathroom, 1 key for mail box and 2 keys for Entrance Door.

In 2008, Mr. Gregory P. Cavagnaro (Ana's lawyer) was ordered to receive a reprimand from the Bar Association because of his conduct. In this case, Mr. Cavagnaro assisted Ana to file the false Declaration (Ex. 4) (CP Page#144-148). He had filed the documents for Summary Judgment Motion, therefore Mr. Cavagnaro should know there was no hearing but he misstated to the trial court that a hearing was conducted in front of Judge Hayden. This is his intentional conduct. In fact, there was no court hearing regarding case #05-2-36263-4 SEA. Miss Barbara Miner (King County Superior Court) wrote to both parties to file a brief only. (CP page#28 – 132) (Ex.5).

Sui and witnesses were able to testify regarding repairs to rental property. For example, new dish washer, broken window, broken

garage opener, etc., however the testimony was never heard because Judge Michael Hayden entered judgment based on both parties' briefs and not court-room testimony. Just the garage opener replacement was \$498.30. (CP page#28- 132) (Ex. 6) (Ex 7).

At the first hearing in Small Claims Court, Judge Arthur Chapman was not able to understand the English of Sui's witness. At the second hearing in Small Claims where the Cantonese Court Interpreter was present, Judge Arthur Chapman did not listen to the testimony of Sui's witness and entered the decision immediately.

Mr. Cavagnaro also continues writing but without proof:

“The Petitioner refused to provide verification of rent for the Respondent's lender. Moreover, the Petitioner became increasingly hostile toward the Respondents.”

In fact, Sui was helpful to Ana and Jose on issues related to her vehicle and home loan. Sui had provided verification with Ana's lender (Loan Network) on July 6, 2005. According to public record, Ana and Jose successfully bought their house on July 14, 2005 at \$255,000.00, and sold it on March 10, 2006 at \$319,950.00.

Sui is not unclean hands as Mr. Cavagnaro described, unless he can prove. Sui was screened to become US citizen.

Ana also wanted Sui's husband to sign the document from the Department of Social and Health Services that was not true. Sui refused, because Sui did not recognize Monica Martinez. (Ex. 8). Her name was not in the Rental Agreement. Monica is the daughter of Ana's ex-husband, according to Ana's explanation.

Respondents defaced the house outlook by installing a television dish on the siding directly facing Sui's current residence. Respondents challenged Sui to damage the exterior siding, they could do the same for the interior of the rental house.

Finally, Ana sued Sui in Small Claims Court for full Security Deposit refund of \$1,500.00 even though Ana and Jose admitted the damages to the rental (Please see: Ex. 9) (CP page#28 – 132) even though they did not pay their final rent and final utility. Ana's phone message to Sui saying she had taken Sui's oven tray. Sui is able to prove Ana's phone message. Ana claimed that her Security Deposit was used to make upgrades on the rental property (Please see: Ex. 10) (CP page#28 – 132).

Sui then filed the Counterclaim \$1,100 because Ana did not pay her final rent and final utility, and the Security Deposit \$1,500 was not sufficient to cover the repairs because the total repairs cost was \$2,395.00 as per repair statement provided with Ana.

### FACTS

Sui immigrated to the United States in 1996. In 1997, Sui bought a new house located at 7355 Beacon Avenue South where she, her husband and her daughter lived for six years. Sui maintained her home in good condition during that timeframe. In 2003, Sui decided to rent her house out.

On September 15, 2003 (evening), Respondents/Defendants Ana L. Martinez and Jose Luis Pantiga Flores (hereafter “Ana and Jose”) responded to an advertisement for the rental of Sui’s house. After taking a walk-through of the rental house, Ana and Jose agreed at the monthly rent of \$1,500.00. Ana told Sui that rent for houses of similar sizes were ranging from \$1,700.00 to \$1,900.00 in the same area. Ana and Jose then made an appointment with Sui immediately to return the next day in order to sign the Rental Agreement and pay the Deposit.

On September 16, 2003 (morning), Ana and Jose arrived at Sui's home an hour prior to their appointment and proceeded to sign the Rental Agreement that also stated the home was in good condition at the time of signing. Ana and Jose rented Sui's house, effective October 1, 2003.

In Sui's own country, no move-in checklist is required because Rental Agreement includes the necessary terms. This was Sui's first attempt to rent her home in the United States, and in attempt to speed up the move-in process for Ana. It is true that Sui had no knowledge of the move-in checklist and Ana made no mention of the move-in checklist either, until Ana educated Sui in Court. Ana said in her letter brief to the Superior Court on appeal from Small Claims Court: "The lesson was not clear or because the ruling was based in the fact that there was never a signing of a walk through list, which made everything faster." (Please see: Ex.11) (CP page#28-132). In this case, Ana also states the Doctrine of Collateral Estoppel and Res Judicata protecting her from further claims of compensation.

In May 2005, Ana reached Sui's home to give verbal notice to terminate rental agreement and move out, because she sub-let downstairs

and her tenant already moved out. Due to the slow, two month move out process, Sui was negatively financially impacted. Ana and Jose were allowed to stay in the rental house on a day to day (week to week) basis, contrary to the terms of the rental agreement, as a favor until Respondents' personal situation allowed them to move out. But eventually Respondents did not keep their promise to pay their final rent causing Sui to appeal (Ex.12) (CP page#28-132).

Judge Hayden did modify Small Claims Court decision requiring Ana to pay the final rent. Although the final rent was only \$150.00 according to court judgment, it proved Ana and Jose breached the rental agreement not paying the rent. (Ex. 13) (CP page#28 – 132).

Ana and Jose took two months to move out because they changed their mind from renting their apartment into home loan application. Ana and Jose also demanded the return of her security deposit before moving out (Ex. 14) (Ex 15)(CP page#28 – 132). According to the terms of the rental agreement, Ana and Jose were to receive security deposit refund only after vacating the rental house.

During the last two months of tenancy, Ana and Jose always sent nasty letters and phone calls to Sui's family. Ana and Jose also gossiped that Sui closed the door on their face. That was only their own story unless they proved.

Ana and Jose also refused to perform a move-out checklist in order to deny responsibility for any damages while residing at the Sui's rental. They just dropped two keys (instead of five) into rental house mail box, returning the house to Sui in such a manner. Since Ana and Jose did not return the mail box key, Sui had to change the new mail box at Sui's own cost for the next new tenant.

## LAW

(a) The Resident Landlord-Tenant Act, in the provision addressing the refund of a Security Deposit, preserves that right.

Nothing in this chapter shall preclude the landlord from proceeding against, and the landlord shall have the right to

proceed against a tenant to recover sums exceeding the amount of the tenant's damage or security deposit for damage to the property for which the tenant is responsible together with reasonable attorney's fees.

(b) Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020(1C) ).

(c) Respondents rented Sui's house not in good faith. Ana had her responsibility to remind Sui the importance of move-in checklist to avoid future argument , but Ana did not. It was her intentional deceiving behavior because she has knowledge of the move-in checklist.

#### ARGUMENT

(a) The Security Deposit is not the landlord's sole remedy for the

tenant's damage to the premises or any other breach of the lease. *James S. Black & Co. v. Charron*, 22 Wn.App. 11, 15-16, 587 P.2d 196 (1978).

(b) The prior small claims action did not adjudicate the issues of whether the Respondents breached the lease by damaging and/or altering the premises. Collateral estoppel only applies to bar relitigating identical issues. *Rains v. State*, 100 Wn.2d 660,665,674 P.2d 167 (1983).

(c) Res judicata only applies if the claims in the prior action and the present action are "identical". Sui's present damage claim and the prior security deposit claim are not identical. They arise out of the same facts, and share some common issues, but they are not identical. They are not the same things. Sui's claim in this action was never adjudicated in the prior Small Claims action.

(d) The Small Claims Court never reached the issue of whether Ana breached the lease. The Small Claims action dealt solely with the security deposit, but this case is concerning damage to and alteration of the premises, in breach of rental agreement. Please see the Small

Claims judgment. (Ex. 16) (CP page#28 – 132). The judge did not say: “Counterclaim is dismissed with prejudice”.

(e) Sui’s counterclaim amount of \$1,100 was for Respondents’ unpaid rent, final utility and interior repairs for rental property. (Ex. 17). (CP page#28 – 132) But, the siding repair is \$7,390 or \$18,937, according to The Home Depot cost estimate.

Sui was not obligated to pursue her claim for breach of the lease in Small Claims action for the Security Deposit initiated by Ana. Sui is entitled to pursue such claims in a separate action.

(f) Sui is entitled to pursue her claim in this action for damages in excess of the \$1,500.00 Security Deposit. The Small Claims action is a bar to any claim by Sui to the \$1,500.00 Security Deposit. When pursuing this claim, collateral estoppel does not preclude Sui from litigating the amount of damage caused by Respondents.

(g) Collateral estoppel does not apply to the issues in the present action, other than the issue that there was no walk-through as pointed out by Ana.

(h) If Sui provided Respondents with broken window, broken garage opener, etc., Ana and Jose should state in the Rental Agreement, but Respondents did not. The rental agreement (point #5) had stated the premises in good condition.

(i) Judge Hayden did not mention that the case was dismissed with prejudice. The Case No. 05-2-36263-4 Sea was Ana L. Martinez (Plaintiff) vs. Sui Wong (Defendant), not Sui Wong vs. Ana L. Martinez (Ex. 12 ) (CP page#28 – 132).

(j) If Ana buys and owns a condo unit, she still has to obtain prior permission from Condo Owners' Association to install a Television Dish. In this case, Ana was a renter of Sui house so that she had to obtain prior consent of Sui to make alterations to the premises.

(k) Ana and Jose caused damage to Sui's rental house by installing a television dish to the siding of the house without the permission of Sui. This Television Dish (with rusty nails and long wiring) was installed facing directly to Sui's residence. It is on-going in nature that this matter needs to be solved.

(l) Ana and Jose filed CP page#28 – 132 for Summary Judgment Motion. They had admitted they caused damages to Sui's rental house.

### CONCLUSION

(a) The Small Claims action initiated by Ana only the issues surrounding the Security Deposit. It did not address the damages caused by Respondents. Sui is not seeking to recover the Security Deposit in this case. Sui's claim is not barred therefore the issues should be decided in mandatory arbitration, as Mr. Gregory Cavagnaro promised in Court Hearing on December 28, 2009. (Ex. 18) (CP page#28 – 132).

(b) Ana and Jose violated several terms in rental agreement. To avoid their repetition in the future, respondents should not be awarded with attorney fees. Furthermore, Ana intentionally filed her false declaration for Summary Judgment Motion to influence the Trial Court's decision. Ana also intentionally cancelled the term in Rental Agreement to deny receiving one garage remote and five property keys from Landlord (Ex. 3). Ana destroys her credibility herself.

(c) Sui has returned security deposit (plus interest) to Respondents, despite Ana and Jose admittedly causing damages to the rental house. Sui has already spent her own money \$2,395.00 on interior repairs causing by Respondents. Although Ana paid monthly rent \$1,500.00 to Sui, the profit margin for running a rental home was not there. Because Respondents rented the house only 21 months causing several damages to the property. Sui also needed to pay other expenses such as property insurance, thousands of property tax, etc.

(b) If this case is dismissed, Sui has further to pay several thousands to remove the television dish and repair or replace the damaged siding on the rental house. The trial court entered a judgment against Sui for Respondents' attorney fees \$4,410.00. It is not fair to Sui. Sui is appealing this case, trying not to lose more.

Date: February 22, 2011

Respectfully submitted



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Sui K. Wong (Appellant) (Plaintiff)  
2966 South Webster Street  
Seattle, WA 98108  
Phone: (206) 760-1073



1           2. On September 16, 2003, my husband Jose Flores and I entered into a Monthly  
2 Rental Agreement with plaintiff to occupy plaintiff's residential property located at 7355  
3 Beacon Avenue South, Seattle, Washington. A true and correct copy of the Rental Agreement  
4 is attached hereto as Exhibit A. Rent for the premises was \$1,500.00 per month. Upon  
5 signing the Rental Agreement, we tendered a \$1,500.00 deposit with the plaintiff. We paid  
6 our rent each month in a timely fashion. When we decided to purchase a home in the spring  
7 2005, we provided plaintiff a 2 month written notice that we were terminating our tenancy  
8 and would vacate the premises. However once notice was given to plaintiff, she changed her  
9 attitude toward us and was hard to communicate with. For example, she refused to provide  
10 verification of rent for our new mortgage lender. Moreover, plaintiff became increasingly  
11 hostile toward us.

12           3. After moving out of the plaintiff's property, we did not receive the return of our  
13 \$1,500.00 deposit from the plaintiff. On August 5, 2005, I filed a Small Claims case against  
14 the plaintiff in King County District Court under case number 55-5957. We sought the  
15 recovery of our \$1,500.00 deposit from the plaintiff under the Lease Agreement. A true and  
16 correct copy of the small court claims case is attached hereto as Exhibit B. On August 19,  
17 2005, the plaintiff filed a counterclaim against us in the Small claims Court case for the sum  
18 of \$1,100.00 for "rent and damage repair" A true and correct copy of the plaintiff's  
19 counterclaim is attached hereto as Exhibit C. During the August 31, 2005 small court claims  
20 hearing, the plaintiff told the judge that the property had been damaged by my husband and I  
21 and that she wanted an award of damages. During the hearing, she stated that we had  
22 damaged her house by installing a TV Dish which had rusty nails, and that the siding on the  
23 house had to be repaired or replaced. Moreover, she told the judge that we were responsible  
24 for a broken window, certain unpaid utility bills, the replacement cost of a garage door  
25

1 opener, repair for stove and dishwasher, faucet replacement, and garage cleaning. After a  
2 hearing on the merits in the Small Claims court case on August 31, 2005, Judge Arthur  
3 Chapman awarded judgment in my favor in the sum of \$1,500.00 plus the filing fee of \$21.00.  
4 A true and correct copy of the court docket. And Small Claims Court Judgment is attached  
5 hereto as Exhibit D.

6 4. On September 27, 2005, plaintiff filed a Notice of Appeal seeking review of the  
7 Judge Chapman's award in the Small Claims Court Case. A true and correct copy of the  
8 plaintiff's Notice of Appeal is attached hereto as Exhibit E. Moreover, the plaintiff was  
9 required to post a cash bond in the sum of \$2,990.00 in King County Superior Court under the  
10 Appeal Action, designated as Wong v. Martinez, King County Superior Court Case Number  
11 05-2-36263-4 SEA. A true and correct copy of the plaintiff's Cash Bond is attached hereto as  
12 Exhibit F.

13  
14 5. In her September 27, 2005 notice of Appeal, plaintiff seeks review and claims error  
15 regarding the following among other things:

16  
17 "Ana defaced my house outlook by installing a Television Dish on the outside wall.  
18 The nails of this Dish covered with rust. We feel annoyance at this TV Dish because it is  
19 facing directly at my home. I am requesting Ana restore the dwelling back to original"

20  
21 Pursuant to the plaintiff's Notice of Appeal, the Small Court Claims records, including  
22 exhibits offered by the parties during their Small Court Claims court hearing were transmitted  
23 to the King County Superior Court. Attached hereto as Exhibit G are true and correct copies  
24 of what I believe to be most, but not all, of the exhibits offered during the small court claims  
25 hearing.

1           6.     The King County Superior Court Appeal Case was designated Case Number  
2 05-2-36263-4 SEA, and was assigned to Judge Michael C. Hayden. A true and correct copy of  
3 the Notice of Judicial Assignment is attached hereto as Exhibit H.

4           In support of her Appeal of the small court claims case, On December 2, 2005 plaintiff  
5 sent to Judge Hayden an Appeal brief, which was also sent to me. A true and correct copy of  
6 the plaintiff's Appeal brief is attached hereto as Exhibit I.

7           In support of her argument to the court citing error with the Judge Chapman's  
8 judgment in favor of the defendants, the plaintiff cited the following:

- 9           • Installation of Television Dish with rusty nails. Siding repairs range from  
10           \$7,390.00 to \$18,937.00.
- 11           • Nonpayment of certain utility bills.
- 12           • Broken garage door opener.
- 13           • Repairs for stove and dishwasher
- 14           • Cleaning fee for garage
- 15           • Faucet replacement
- 16           • Broken window.

17  
18           7. A hearing was conducted in front of Judge Hayden in which the plaintiff testified  
19 and presented evidence in support of her allegations that my husband and I had damaged the  
20 property including allegations and testimony that the damages were caused in part by the  
21 installation of a Television Dish with rusty nails and that the house had been damaged . After  
22 the hearing and upon reviewing the plaintiff's Appeal brief and the small claims court record,  
23 Judge Hayden affirmed the decision of Judge Arthur Chapman and entered Judgment on favor

24  
25

1 of my husband and I for \$1,350.00 plus \$21.00 for the filing fee. A true and correct copy of  
2 Judge Hayden's decision is attached hereto as Exhibit J.

3 8. Plaintiff filed this case in July of 2008 alleging indebtedness to plaintiff

4  
5 in the sum of \$7,390.00 - \$18,937.00 for damages caused by the defendants to  
6 the plaintiff's property as follows:

7 The plaintiff alleges rusty nails necessitate citing repairs in connection with  
8 The installation of a TV Dish.

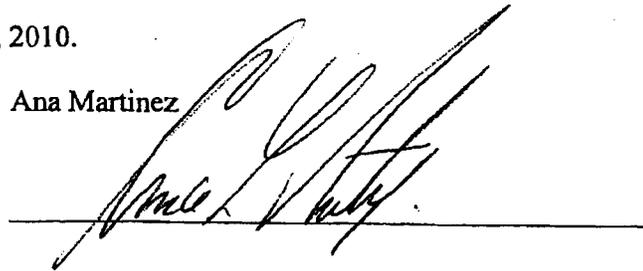
9 A true and correct copy of the plaintiff's complaint is attached hereto as Exhibit K.

10 We filed an Answer in this case alleging the affirmative Defenses of unclean hands,  
11 res judicata and collateral estoppel. A true and correct copy of the Answer is attached hereto  
12 as Exhibit L.

13 I declare under penalty of perjury under the laws of the State of Washington that the  
14 foregoing is true and correct.

15  
16 Dated this 6<sup>th</sup> day of May, 2010.

17 Ana Martinez

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25  


ES-10  
15-04

MONTHLY RENTAL AGREEMENT

THIS AGREEMENT, entered into this 16 day of Sept 2003, by and between  
, hereinafter Lessor, and  
, hereinafter Lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee takes from Lessor those premises described as:

including all utilities (ALM)

located at:  
for a tenancy from month-to-month commencing on the day of October 1st 2003, and  
at a monthly rental of One thousand five hundred only Dollars (\$ 1500) per month, payable monthly in advance on the 1st day of each and every month, on the following TERMS AND CONDITIONS: but not later than 5th of the month. (grace period) (ALM)

1. Occupants. The said premises shall be occupied by no more than 7 adults and children. (ALM)
2. Pets. No pets shall be brought on the premises without the prior written consent of Lessor.
3. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.
4. Repairs or Alterations. Lessee shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of Lessor. All alterations, additions, or improvements made to the premises with the consent of Lessor shall become the property of Lessor and shall remain upon and be surrendered with the premises.
5. Upkeep of Premises. Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Lessor in as good condition as when received, ordinary wear and damage by the elements excepted.
6. Assignment and Subletting. Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of Lessor.
7. Utilities. Lessee shall be responsible for the payment of all utilities and services, except , which shall be paid by Lessor.
8. Default. If Lessee shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Lessor, at his option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property, while in default of the payment of rent, Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law.
9. Security. The security deposit in the amount of \$ , shall secure the performance of Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent.
10. Right of Entry. Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, or contractors at reasonable hours of the day.
11. Deposit Refunds. The balance of all deposits shall be refunded within two (2) weeks (21 days in California) from date possession is delivered to Lessor, together with a statement showing any charges made against such deposits by Lessor.
12. Termination. This Agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than one full month's prior notice in writing.



NOTICE: Contact your local county real estate board or Association of Realtors® for additional forms that may be required to meet your specific needs.

13. Attorney's Fees. The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provision hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

14. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in . Additional information regarding radon and radon testing may be obtained from your county public health unit.

15. Lead Paint Clause. "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

16. Additional Terms and Conditions.

The landlord provides two refrigerators, two stoves  
 (L.A.M.) one Dish Washer, one Washing Machine, one Dryer  
 Washin' Drier, heater # Martel 399NG

1311 12th Ave So Apt. D202  
 Seattle WA 98144

Social Security  
 368-94-4370

Guillermo Salazar  
 Owner of T  
 Tequila Motors,  
 Las Margaritas Corp.  
 Personal Assistant  
 (206) 255-0099

# PANTJL 241MB

622-45-9722

E.K. Beverage Comp  
 (475) 251-8810

Enter and Brian Kellogg  
 Owners

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

Signed in the presence of:

Witness

Witness

(SUI W 4479)

*[Handwritten Signature]*

Miss Ana Martinez & Jose Flores

Lessee

Lessor

YUK WING NG

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation of legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

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(Revised 10/96)

**MONTHLY RENTAL AGREEMENT**

Y LAM  
One Year

THIS AGREEMENT, entered into this 16 day of Sept., 2003, by and between YUK W. NG / ANA & JOSE, hereinafter Lessor, and hereinafter Lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee hires from Lessor those premises described as:

located at: 7355 Beacon Ave South, for a tenancy from month-to-month commencing on the 1st day of October, 2003, and at a monthly rental of One thousand five hundred only Dollars (\$1,500.00) per month, payable monthly in advance on the 1st day of each and every month, on the following TERMS AND CONDITIONS: No later than 5th of Month. (ALM)

(ALM)  
excluding  
all  
utilities

1. **Occupants.** The said premises shall be occupied by no more than (seven) adults and children.
2. **Pets.** No pets shall be brought on the premises without the prior written consent of Lessor.
3. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.
4. **Repairs or Alterations.** Lessee shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of Lessor. All alterations, additions, or improvements made to the premises with the consent of Lessor shall become the property of Lessor and shall remain upon and be surrendered with the premises.
5. **Upkeep of Premises.** Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Lessor in as good condition as when received, ordinary wear and damage by the elements excepted.
6. **Assignment and Subletting.** Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of Lessor.
7. **Utilities.** Lessee shall be responsible for the payment of all utilities and services, except , which shall be paid by Lessor.
8. **Default.** If Lessee shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Lessor, at his option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property, while in default of the payment of rent, Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. USD One thousand five hundred. 00/100
9. **Security.** The security deposit in the amount of \$1,500.00, shall secure the performance of Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent.
10. **Right of Entry.** Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, or contractors at reasonable hours of the day.
11. **Deposit Refunds.** The balance of all deposits shall be refunded within two (2) weeks (21 days in California) from date possession is delivered to Lessor, together with a statement showing any charges made against such deposits by Lessor.
12. **Termination.** This Agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than one full month's prior notice in writing

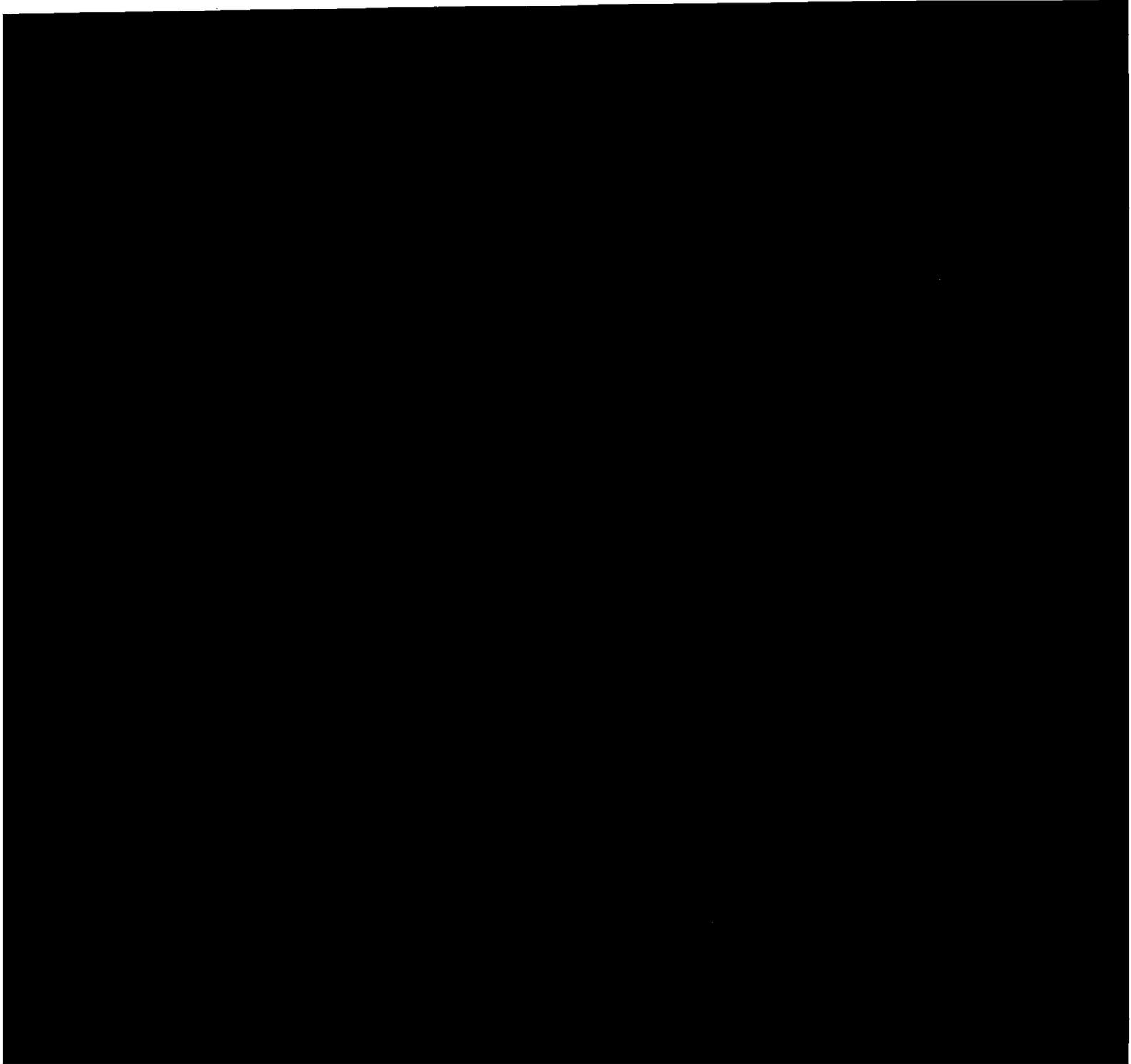


**NOTICE:** Contact your local county real estate board or Association of Realtors® for additional forms that may be required to meet your specific needs.

Page 1 of 2

(Revised 10/96)

Ex. 3



ALM

7-20-2020  
The insurance I insured this year for owner only, excluding tenant  
The insurance does not insure the tenants' accident or loss  
of property in owner's house. Owner has the right to use the mail  
box and access the yard. No smoking inside the house.

13. **Attorney's Fees.** The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provision hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

14. **Radon Gas Disclosure.** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in . Additional information regarding radon and radon testing may be obtained from your county public health unit.

15. **Lead Paint Clause.** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

16. **Additional Terms and Conditions.**

The landlord provides <sup>(two)</sup> 2 refrigerators, <sup>(two)</sup> 2 stoves,  
<sub>(one)</sub> Dish Washer, <sub>(one)</sub> Washing Machine, <sub>(one)</sub> Dryer

ALM

Washington Driver license # Martial 399MB  
1311 12th Ave So Apt D202 Social Security  
Seattle WA 98144 [SS# redacted]

Guillermo Solozar.  
Owner of  
Tequila Motors.  
Las Margaritas Corp. E.K. Beverage. Corp.  
Personal Assistant (425) 251-8810.  
206) 255-0092 ERIC and. BRANN KERRY.  
(OWNERS)

Tenant received:  
1 Garage remote  
2 Keys for bedroom and bathroom  
1 Key for mail box  
2 Keys for Entrance Door

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

Signed in the presence of:

Witness [Signature]

Witness [Signature]  
(SUI WONG)

[Signature]  
Miss ANA & MR. JOSE

Lessee  
[Signature]  
Lessor YUK WING NG.

**NOTICE:** State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation of legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

© E-Z Legal Forms. Before you use this form, read it, fill in all blanks, and make whatever changes are necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. E-Z Legal Forms and the retailer make no representation or warranty, express or implied, with respect to the merchantability of this form for an intended use or purpose.

(Revised 10/96)



1 Seattle, Washington. The Agreement contains an attorney fee provision under Paragraph 13 of  
2 the Agreement. See defendant Ana Martinez Declaration in support of this Motion  
3 (defendant's declaration) page 2, Exhibit A. Rent for the premises was \$1,500.00. Upon  
4 signing the Rental Agreement, the defendants tendered a \$1,500.00 deposit with the plaintiff.  
5 Defendants paid their rent each month in a timely fashion. When the defendants decided to  
6 purchase a home in the spring 2005, they gave plaintiff a 2 month notice that they were  
7 terminating their tenancy and would vacate the premises. However once notice was given to  
8 plaintiff, she changed her attitude toward the defendants. For example, the plaintiff refused to  
9 provide verification of rent for the defendant's lender. Moreover, plaintiff became  
10 increasingly hostile toward the defendants.

11 After moving out of the plaintiff's property, the defendants did not receive the return  
12 of their \$1,500.00 deposit from the plaintiff. On August 5, 2005, defendants filed a Small  
13 Claims case against the plaintiff in King County District Court under case number 55-5957.  
14 Defendants sought the recovery of their \$1,500.00 deposit from the plaintiff under the Lease  
15 Agreement. See Defendant's Declaration Page 2, Exhibit B. On August 19, 2005, the plaintiff  
16 filed a counterclaim for the sum of \$1,100.00 for "rent and damage repair" See declaration of  
17 defendants, page 2, Exhibit C. After a hearing on the merits in the Small Claims court case on  
18 August 31, 2005, the Judge Arthur Chapman awarded judgment in favor of the defendants in  
19 the sum of \$1,500.00 plus the filing fee of \$21.00. See Declaration of defendants page 2,3,  
20 Exhibit D consisting of court docket. Also See Exhibit D, Small Claims Court Judgment.

21 On September 27, 2005, plaintiff filed a Notice of Appeal seeking review of the Judge  
22 Chapman's award in the Small Claims Court Case. See declaration of defendants page 3,  
23 Exhibit E. Moreover, the plaintiff was required to post a cash bond in the sum of \$2,990.00 in  
24 King County Superior Court under the Appeal Action, designated as Wong v. Martinez, King  
25

1 County Superior Court Case Number 05-2-36263-4 SEA. See defendants declaration, page 3  
2 Exhibit F.

3 In her September 27, 2005 Notice of Appeal, plaintiff seeks review and claims error  
4 regarding the following among other things:

5  
6 "Ana defaced my house outlook by installing a Television Dish on the outside wall.  
7 The nails of this Dish covered with rust. We feel annoyance at this TV Dish because it is  
8 facing directly at my home. I am requesting Ana restore the dwelling back to original"

9 Pursuant to the plaintiff's Notice of Appeal, the Small Court Claims records, including  
10 Exhibits offered by the parties during their Small Court Claims court hearing were transmitted  
11 to the King County Superior Court. See declaration of defendants page 3, Exhibit G. The  
12 King County Superior Court Appeal Case under Cause Number 05-2-36263-4 SEA was  
13 assigned to Judge Michael C. Hayden. See defendant's declaration page 4, Exhibit H.

14 In support of her Appeal of the small court claims case, On December 2, 2005 plaintiff  
15 sent an Appeal brief to Judge Hayden. See defendant's declaration page 4, Exhibit I. In  
16 support of her argument to the court citing error with the Judge Chapman's judgment in favor  
17 of the defendants, the plaintiff cited the following:

- 18 • Installation of Television Dish with rusty nails. Siding repairs range from  
19 \$7,390.00 to \$18,937.00.
- 20 • Nonpayment of certain utility bills.
- 21 • Broken garage door opener.
- 22 • Repairs for stove and dishwasher
- 23 • Cleaning fee for garage
- 24 • Faucet replacement
- 25 • Broken window.

GREGORY P. CAVAGNARO  
ATTORNEY AT LAW  
2100 116<sup>TH</sup> AVENUE  
Bellevue, WA 98004  
Tel: (425) 451-1400

1  
2 A hearing was conducted in front of Judge Hayden in which plaintiff testified and  
3 presented evidence in support of her allegations that the defendants had damaged the  
4 plaintiff's property including allegations that the damages were caused in part by the  
5 installation of a television Dish with rusty nails and that the siding had been damaged. The  
6 defendants presented testimony and evidence denying the plaintiff's allegations. After a full  
7 hearing and reviewing the plaintiff's Appeal brief, the defendants materials and the small  
8 claims court record, Judge Hayden affirmed the decision of Judge Arthur Chapman and  
9 entered Judgment in favor of the defendants in the sum of \$1,350.00 plus \$21.00 for the  
10 filing fee on December 22, 2005. See defendant's declaration page 4, Exhibit J.

11 Plaintiff filed this case in July of 2008 alleging indebtedness to plaintiff:

12  
13 in the sum of \$7,390.00 - \$18,937.00 for damages caused by the defendants.  
14 The plaintiff alleges rusty nails necessitate citing repairs in connection with  
15 The installation of a TV Dish.

16 See defendant's declaration page 4, 5, Exhibit K. Defendants filed an Answer in this  
17 case alleging the affirmative Defenses of unclean hands, res judicata and collateral estoppel.  
18 Paragraph 4 of defendants affirmative defenses states "Plaintiff and defendants litigated all  
19 claims or issues asserted in this case in the matter of Sui k. Wong vs. Ana Martinez et al, King  
20 County Superior Court Case Number 05-2-36263-4 SEA" See defendant's declaration page  
21 5, Exhibit L.

22  
23 II. EVIDENCE RELIED UPON

24 Declaration of Ana Martinez with attachments thereto.

25  
GREGORY P. CAVAGNARO  
ATTORNEY AT LAW  
2100 116<sup>TH</sup> AVENUE  
Bellevue, WA 98004  
Tel: (425) 451-1400

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III. ISSUES PRESENTED

1. After having fully litigated all claims alleged in her complaint against the defendants in two separate court proceedings in which she did not prevail, should the plaintiff's lawsuit be dismissed.
2. Should the defendants be awarded their attorney's fees for defending in this case.

IV. MEMORANDUM OF AUTHORITIES

**A. STANDARD OF REVIEW**

Summary judgment is appropriate where there are no disputed material facts, and the moving party is entitled to judgment as a matter of law. CR 56(c); McGowan v. State , 148 Wn.2d 278 , (2002).

**B. THE PLAINTIFF'S CASE IS BARRED UNDER THE DOCTRINE OF RES JUDICATA**

Res judicata ensures the finality of decisions. A final judgment on the merits bars parties or their privies from relitigating issues that were or could have been raised in a prior action. Federated Dep't Stores, Inc. v. Moitie, 452 U.S. 394, 398, 69 L. Ed. 2d 103, 101 S. Ct.

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Bellevue, WA 98004  
Tel: (425) 451-1400

1 2424 (1981). In Washington, res judicata occurs when a prior judgment has a concurrence of  
2 identity in four respects with a subsequent action. There must be identity of (1) subject matter;  
3 (2) cause of action; (3) persons and parties; and (4) the quality of the persons for or against  
4 whom the claim is made. Seattle-First Nat'l Bank v. Kawachie, 91 Wn.2d 223, (1978). Also  
5 see Loveridge v. Fred Meyer, Inc., 125 Wn.2d 759, (1995). See also Snyder v. Munro, 106  
6 Wn.2d 380, (1986). Two causes of action are identical for purposes of res judicata if (1)  
7 prosecution of the later action would impair the rights established in the earlier action, (2) the  
8 evidence in both actions is substantially the same, (3) infringement of the same right is  
9 alleged in both actions, and (4) the actions arise out of the same transactional nucleus of facts.  
10 Rains v. State, 100 Wn.2d 660, (1983).

11  
12 In this case, the plaintiff asserted counterclaims against the defendants in the small  
13 claims court case alleging an affirmative claim for rent and compensation for damages to  
14 repair plaintiff's property arising out the tenancy of the defendants. She was present in court  
15 and had the ability to produced evidence of her claims, and did in fact present evidence of her  
16 claims against the defendants.

17  
18 After she did not prevail, plaintiff reiterated her allegations and maintained her position in the  
19 Superior Court Appeal. A full hearing was conducted in front of Judge Hayden where plaintiff  
20 presented evidence and testified alleging that the defendants had damager her property by  
21 installing a TV Dish among other things. After Judge Hayden reviewed the evidence  
22 presented in the small claims court trial, plaintiff's Appeal brief, and conducting a hearing in  
23 which the plaintiff participated, the Court upheld the small claims court judgment in favor of  
24 the defendants in this case. The subject matter, claims, parties and facts giving rise to the  
25

1 plaintiff's cause of action in this case is legally indistinguishable from the former proceedings  
2 under Superior Court case 05-2-36263-4SEA, and the small court claims case prior to that.  
3 The defendants have a right to rely on the judgment rendered by two Judges who have  
4 presided over the former proceedings and ruled in favor of the defendants.  
5  
6

7 **C. THE PLAINTIFF'S CASE IS BARRED UNDER THE DOCTRINE OF**  
8 **COLLATERAL ESTOPPEL**

9  
10 Plaintiff is also collaterally estopped from bringing this action.

11 Collateral estoppel, or issue preclusion, bars relitigation of an issue in a subsequent  
12 proceeding involving the same parties. 14A KARL B. TEGLAND, WASHINGTON  
13 PRACTICE, CIVIL PROCEDURE § 35.32, at 475 (1st ed. 2003). It is distinguished from  
14 claim preclusion "in that, instead of preventing a second assertion of the same claim or cause  
15 of action, it prevents a second litigation of issues between the parties, even though a different  
16 claim or cause of action is asserted.' Rains v. State , 100 Wn.2d 660, (1983) (emphasis added)  
17 (quoting Seattle-First Nat'l Bank v. Kawachi , 91 Wn.2d 223 , (1978); Kyreacos v. Smith , 89  
18 Wn.2d 425, (1977); See also Shoemaker v. City of Bremerton , 109 Wn.2d 504,(1987); Philip  
19 A. Trautman, *Claim and Issue Preclusion in Civil Litigation in Washington* , 60 WASH. L.  
20 REV . 805, 805, 813-14, 829 (1985); TEGLAND, CIVIL PROCEDURE § 35.32, at 475. The  
21 collateral estoppel doctrine promotes judicial economy and serves to prevent inconvenience or  
22 harassment of parties. Reninger v. Dep't of Corr. 134 Wn.2d 437, (1998). Also implicated are  
23 principles of repose and concerns about the resources entailed in repetitive litigation.  
24  
25

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Bellevue, WA 98004  
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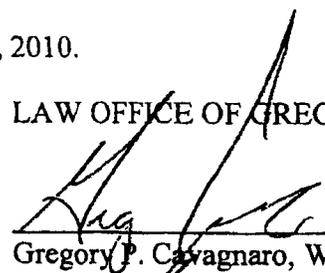


1 For the reasons stated above, Summary Judgment is appropriate in this case and this  
2 court should dismiss plaintiff's entire case. Moreover, this court should award the defendants  
3 their attorney fees and costs.

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Dated this 7 th day of May, 2010.

LAW OFFICE OF GREGORY P. CAVAGNARO



---

Gregory P. Cavagnaro, WSBA No. 17644  
Counsel for Defendants ANA L. Martinez and  
Jose Luis Pantinga Flores

EX. 5

FILED

05 NOV -3 AM 11:52

KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA.

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

WONG SUI K.

Appellant

vs

MARTINEZ ANA L.

Respondent

Case No.: 05-2-36263-4 SEA

NOTICE OF JUDICIAL ASSIGNMENT AND  
DATE OF CONSIDERATION (NTAS)

ASSIGNED JUDGE Hayden 16

FILE DATE: 11/03/2005

Date for Court Decision: 12/19/2005

Notice to All Parties:

A appeal of a small claims action decided by a Court of Limited Jurisdiction was filed with King County Superior Court.

1. The appeal will be considered on the record from the original court. The judge will listen to the recorded trial from the District Court and will issue a ruling. The Superior Court Judge will not consider new evidence.

2. No additional documents or other materials must be filed. Either party may file a brief of not more than 12 pages explaining why they believe that the district court decision was correct or was wrong. The original brief must be filed with the Clerk of the Superior Court. A copy must be served on the other party and a working copy must be sent to the judge at least 14 days before the Date for Court Decision listed above.

3. The party who filed the appeal in District Court shall send proof of service to the Superior Court Clerk within 14 days of this notice. Service may be done by first class mail.

4. Motions to stop enforcement of the lower court's decision must be made to the assigned Superior Court judge, pursuant to King County Superior Court Local Rule 7.

5. The assigned judge will file a decision on the appeal within 45 days and the Court will mail a copy of the judge's decision to the parties.

6. All parties to this action must keep the court informed of their addresses. When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.



Barbara Miner  
King County Superior Court Clerk

"I certify that I have mailed a copy of this document to all parties in this case."

Deputy Clerk  
(206) 296-7850

TANJALA LAMBETH



1813 130th Ave NE Suite #112  
Bellevue, WA 98005-2226  
www.thedoorworks.com

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**866-221-5495**  
Licenced, Bonded, Insured  
CONTRACTOR LIC# DOORW\*\*066RH

AT YOUR SERVICE SINCE 1985

TECHNICIAN	DATE	MAP CODE	INVOICE #
Victor	7-18-05	1075 D2	R NO 18843
JOB ADDRESS:			
NAME		HOME	
YUK Ng		206-710-1073	
ADDRESS		WORK	
7355 Beacon Ave S			
CITY	STATE	ZIP	OTHER
Seattle		98108	
BILL-TO ADDRESS:			
NAME		HOME	
ADDRESS		WORK	
CITY	STATE	ZIP	OTHER

NOTES

Old opener Not working.

WORKSITE SAFETY INSPECTION: PASS:  FAIL:  (INSTRUCTIONS GIVEN)

WORK TO BE DONE: SRV DR SPECIAL INSTRUCTIONS: 9-12 GBL 5 min

DOOR & OPERATOR SAFETY INSPECTION	PASS	FAIL
OPERATOR REVERSES PROPERLY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
OPERATOR FUNCTIONS PROPERLY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
OPERATOR HAS SAFETY EYE SENSORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DOOR BALANCED	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DOOR IS LEVEL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DOOR CABLES IN GOOD CONDITION	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ROLLERS ARE IN GOOD CONDITION	<input checked="" type="checkbox"/>	<input type="checkbox"/>

TORSION SPRINGS				
LENGTH	WIRE SIZE	DIAMETER	LEFT	RIGHT

EXTENSION SPRINGS			
QUANTITY	LENGTH	COLOR	POUNDS

QUANTITY	ITEM NUMBER	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1		Genie opener Stealth 7'		458 <sup>00</sup>

COMPLETE SERVICE CHECKLIST	DONE	N/A
NUTS & BOLTS TIGHTENED	<input checked="" type="checkbox"/>	<input type="checkbox"/>
JAMS WAXED	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ADJUSTED OPERATOR LIMITS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
HARDWARE AND ROLLERS LUBRICATED	<input checked="" type="checkbox"/>	<input type="checkbox"/>
OPERATORS LUBRICATED	<input checked="" type="checkbox"/>	<input type="checkbox"/>

WARRANTY CATEGORY

A B C **D** E F G

Please see reverse side for details about our warranties.

EX. 6

CUSTOMER AGREEMENT

By signing below, I agree to the terms of this invoice and the warranty that accompanies it. I also acknowledge that the technician has made me aware of any additional needed repairs, has quoted me a price, and that I have declined this offer for additional repairs. I also understand that price quotes are subject to change in the future.

CUSTOMER SIGNATURE

PLEASE RETAIN THIS INVOICE AS PROOF OF WARRANTY.

PAYMENT INFORMATION

CASH	CHECK
	1001
CREDIT CARD	RECEIVABLE

SURVEY	TAKEN / PAGED	Subtotal:
NA	KS/MR	458 <sup>00</sup>
TAX CODE	RATE	Sales Tax:
1720	8.8	40 <sup>30</sup>

**TOTAL AMOUNT DUE: 498<sup>30</sup>**

Amount Due After Applicable Deposit:

Thank You! We value your business. Please see reverse side for important information.



1813 130<sup>th</sup> Ave NE  
Suite 112  
Bellevue, WA 98005  
(425)-885-7224

August 23, 2005

To Whom It May Concern:

This letter is to inform you of my involvement in this case. On July 18, 2005 we, The Door Works, were called by Yuk Ng in regards to a problem with his garage door opener. Upon arrival at his rental house, located at 7355 Beacon Ave South, I, Victor Ramirez, a technician for The Door Works, assessed the situation with the present garage door opener. I came to the conclusion that the garage door opener was beyond repair and needed to be replaced. The homeowner, Yuk Ng, gave me his authorization to replace the garage door opener. I replaced the broken garage door opener with a new Genie Stealth garage door opener.

Sincerely,

Victor Ramirez  
Technician

EX. 7

EX 8



### STATEMENT FROM LANDLORD/MANAGER

LOCAL	TELEPHONE NUMBER
ACES	TE

**PROPERTY OWNER OR AUTHORIZED MANAGER:**  
 Complete all sections below with only the information you know to be true. Write "unknown" to questions you cannot answer. (Do not leave any box blank).

The Department of Social and Health Services is in the process of determining this client's eligibility. Please provide the information requested below.

FINANCIAL SERVICES SPECIALIST'S SIGNATURE

#### A. Rental or leased unit and tenant information:

1. STREET ADDRESS <u>7355 Beacon Ave So.</u>	APARTMENT (APT) NUMBER	5. NAMES OF ALL ADULTS AND CHILDREN LIVING AT THIS ADDRESS <u>Jose Luis Pontiga</u> <u>Ana L. Martinez</u> <u>Monica Martinez</u>
CITY STATE ZIP CODE <u>Seattle WA 98108</u>		
2. TENANT'S NAME <u>Monica Martinez</u>		
3. DATE MOVED IN <u>Dec 1st 03</u>	4. TYPE OF RESIDENCE <input checked="" type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Apt <input type="checkbox"/> Other	

Attach more pages if needed.

#### B. Rent information:

6. NAME OF PERSON(S) PAYING THE RENT <u>Ana L. Martinez</u>	7. CURRENT RENT AMOUNT <u>\$1,500</u>	8. DATE THIS AMOUNT STARTED <u>Oct 1st 03</u>	9. DO THEY PAY BY CHECK? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. ANSWER THESE QUESTIONS BY CHECKING: IF YOU ANSWERED YES, PLEASE ANSWER THE FOLLOWING:			
Does the tenant pay only a portion of the rent? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	How much: \$ <u>500</u>		
Is this subsidized housing? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	What agency: _____ How much: \$ _____		
Is someone else paying part or all of the rent? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Who: <u>Jose Luis Pontiga</u> How much: \$ <u>500</u>		
Does the tenant work for a portion of the rent? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	How much: \$ <u>500</u>		

#### C. Utilities information: Mark the box(es) that apply.

11. The main source of heating for this residence is: <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Propane	14. Are all utilities included in the rent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If NO, mark the box(es) the tenant pays for: <input checked="" type="checkbox"/> Electric <input checked="" type="checkbox"/> Water/sewer <input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Propane <input checked="" type="checkbox"/> Garbage <input type="checkbox"/> Wood <input type="checkbox"/> Other (specify): _____
12. Is there a separate meter for gas and electric? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
13. Does the tenant pay for air conditioning? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

15. LANDLORD/MANAGER'S NAME <u>YUK WING NG</u>	16. Property Owner's Name (if different from Landlord/Manager) <u>YUK WING NG</u>
STREET ADDRESS OR PO BOX NUMBER <u>2966 S. Webster St Seattle WA 98148</u>	OWNER'S NAME <u>YUK WING NG</u>
CITY STATE ZIP CODE <u>Seattle WA 98108</u>	STREET ADDRESS OR PO BOX NUMBER <u>SAME</u>
WORK TELEPHONE NUMBER HOME TELEPHONE NUMBER <u>(206) 760 1073</u>	CITY STATE ZIP CODE
LANDLORD/MANAGER SIGNATURE <u>[Signature]</u>	DATE <u>11-14-2004</u>
WORK TELEPHONE NUMBER HOME TELEPHONE NUMBER	

June 5, 2005

Dear Mr. Wing,

We are very sorry about the way you think. Your behavior leads me to believe that you are not an honest man. Now that we know what kind of people you are, we'll know exactly what to do.

Our offer to fix the wear and tear of the house was just as a favor to you knowing that you are not a labor man. We wanted to help you. I never asked you to fulfill your obligations as a landlord, Therefore there will be some work to do to the house on your behalf.

We're sorry that you had to spend money on an attorney, but our honesty and trustworthy is worth alot more.

Thank you very much, here is your rent money, We still need your phone number otherwise we will not be able to rent an apartment.

Ana and Jose

RECEIVED  
05 AUG -2 AM 11:28  
KING COUNTY  
DISTRICT COURT  
SEATTLE DIVISION

10

05-2-36263-4 SRA

King District Court - State of Washington  
West Division - Seattle Courthouse  
E-327 King County Courthouse - 516 Third Avenue  
Seattle WA 98104 phone (206) 296-3551

IMPORTANT: You **MUST** either type this form  
OR print clearly (PRESS **HARD**)

55-5957

**NOTICE OF SMALL CLAIM**

Martinez Ana L.  
Plaintiff (last name, first name, middle initial OR company name)

3205 S. Lucile St  
Address (no PO Box numbers allowed)

Seattle, WA 98118  
City Zip

Phone (home) Phone (work)

**SMALL CLAIM NO.**

Wong Sui K.  
Defendant: (last name, first name, middle initial OR company name)

2966 South Webster St  
VS. Address (no PO Box numbers allowed)

Seattle WA 98108  
City Zip

(206) 518-3019 (206) 852-6443  
Phone (home) Phone (work)

8/29/05 At 8:45 am In Courtroom # E-338  
Trial Date Time

You, the above named Defendant, are hereby directed to appear personally in the King County District Court, West Division Seattle Courthouse, E-327 King County Courthouse - 516 Third Avenue, Seattle, WA 98104 on the above-noted date at the time and location specified. You must be ready for trial and have with you, then and there, all books, papers, and witnesses needed by you to establish your defense to the claim.

You are further notified that, in case you do not appear, judgement will be rendered against you for the amount of the claim as stated herein below, and in addition, costs of filing and costs of service of this notice. For further instructions please refer to the reverse side of this form. (Accommodations are available to people with disabilities upon request)

8/2/05 Date Issued [Signature] Judge / Clerk

State of Washington, County of King CLAIM

Ana L. Martinez, Plaintiff above named, deposes and says Defendant named above owes to the Plaintiff the sum of \$ 1500 (total amount owing, not including filing and service fees - cannot be more than \$4,000), which became due or owing on July 30th (date), 2005

The amount owing is for: Auto Damages - Accident Only  Date of Accident: \_\_\_\_\_  
 Wages  Rent  Damage Deposit  Loan  Goods & Services  Property Damage  Other

Describe the Nature of your claim: My hand held is an unfair, abusive, deceiving, dishonest, and refuse to give back deposit on top of that she wants to make me liable for upgrades as improvement

I certify under penalty of perjury under the Laws of the State of Washington that the statements in this form are true and correct.

Dated 8-2-05 [Signature] Plaintiff  
[Signature] Court Clerk

Place signed \_\_\_\_\_  
City and State

Needs Video Player

and she makes no sense whatsoever

November 26, 2005

EX 11

FILED

2005 DEC -5 PM 2:16

KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA.

Barbara Miner  
King County Superior Court Clerk

Re: Case No. 05-2-36263-4 SEA

Dear Sirs:

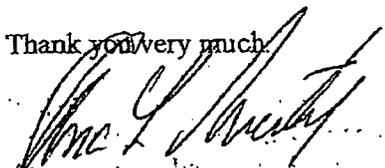
My brief will be more than brief because the ruling <sup>in</sup> and this case was correct I'm not saying that because it was in our favor, but because it was the right thing.

My husband and I were tenants of Mrs. Wong for 18 months with a rental agreement of \$1,500.00 per month of which we always respectfully paid on time; they also collected \$1,500.00 deposit money.

When my husband and I decided to buy our own house, we gave our landlord a notice, about 2 months prior, at this moment they changed their attitude toward us and we didn't get any support from them when it comes to verification of rent for our lenders actually they made everything so impossible that it cost us our first deal, claiming that they were not familiar with the forms to be filled. At this point we knew that our deposit money was a thing of the past and we just wanted to move on and relax in our new home. The day we moved out we took a video of the house to be prepared just in case; the house was in perfect condition except for the wear and tear, but they were not happy only keeping the deposit money they also wanted to make us liable for \$850.00 more.

As we said before, we just wanted to move on, but this was too much so we decided to file the small claim court so a Judge could educate them as far as being Landlords, but we guess they didn't learn the lesson may be because the lesson was not clear or because the ruling was based in the fact that there was never a signing of a walk through list, which made everything faster. Mrs. Wong is so angry that she fails to understand the law.

Thank you very much.

  
Ana L. Martinez  
3205 S. Lucile St  
Seattle, Wa 98118

PS: (when we filed the claim we told the small claim office that we wanted a vcr on site the day of the court, but they didn't have one so we couldn't use the video as evidence )

**FILED**  
KING COUNTY, WASHINGTON

DEC 22 2005

SUPERIOR COURT CLERK  
JUYA GHANAIE  
DEPUTY

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IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

Ana L. Martinez,

Plaintiff,

vs.

Sui Wong

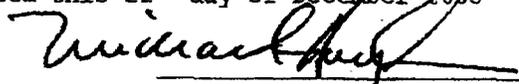
Defendant

Case No.: No. 05-2-36263-4 SEA

Decision on Small Claims Appeal  
No 55-5957

This court has reviewed the record of the small claims hearing and affirms the decision of the judge that the security deposit of \$1500 should be returned to the plaintiff. That amount should be reduced however for the unpaid rent in the amount of \$150. Therefore judgment should enter in the amount of \$1,350 plus \$21 for the filing fee.

Dated this 22<sup>nd</sup> day of December 2005



Michael C Hayden

EX 12

13

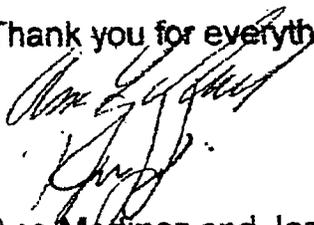
June 26, 2005

Dear Mr. Wing,

For reasons beyond our control, the closing of the house that we purchased is not going to take place on the 29th like the financial people told us. Now they are telling us that they need one more week. We are asking you to please allow us to stay one more week. That will be from the 1st to the 7th. We will pay you on the first for the week if you agree.

We hope you that you agree with us because we have no choice to do anything different and we don't have any money left due to the purchase of the house.

Thank you for everything



Ana Martinez and Jose Flores

May 30, 2005

Ex. 14

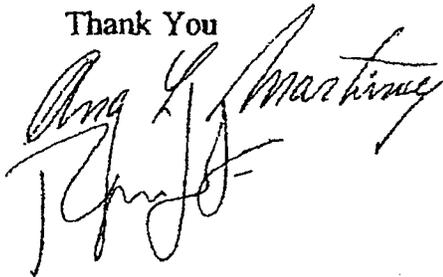
Dear Mr. Yuk Wing Ng and Mrs. wing

We don't know whats going on, but We have been trying to reach for the last five days and every time there is no luck. As you know because of our verbal notice on May 15, We need to dowsize our life so We can save up money to buy a house. Therefore June is our last month as your tentants. The reason why I am looking for you is because we need an answer from our previous conversation as if you want us to fix the house on the month of June with the rent money so you can have it done on July 1st. and you can keep the deposit or We'll pay you Junes rent and you'll keep the deposit to fix the house after we are gone. We consider that \$1,500 is a generous amount. Also I'm looking for you because We lost your phone number and I need it as a reference for the appartment application.

Mr. Yuk Wing Ng we are running out of time to do things the right way, We honestly need you to take us more seriously. If your irresponsibility causes us to stay here longer, we will not be liable for Julys rent 2005.

Also, Your wife literally closed the door on our face. We dont appreciate that. We have been living at your house for 18th months with an impecable record, so with that said I do not consider us strangers. We need to hear from you as soon as possible.

Thank You

A handwritten signature in cursive script, appearing to read "Ana G. Martinez". The signature is written in dark ink and is somewhat stylized.

Jose Luis and Ana Martinez

Mr. Wang

We need this paper sign and return to us as soon as is possible.

This is the last paper they need for closing.

I hope to get ~~it~~ it by tonight so I can take it in the morning.

Or if you get it before the day is over even better so I can fax it to them.

I Thank you very much.  
If we not home out mail box.  
Ana y Jose

Urgent

Dear Mrs Wang (I'm confident)

Please call me at (206) 679 0296

Ana and Jose

Need your phone number for my ppt Application in court

Ex. 15

in court

EX. 16

KING COUNTY DISTRICT COURT  
West Division-Seattle Courthouse  
STATE OF WASHINGTON

No. 55-005957 SC

Martinez, Ana L. Plaintiff,

Small Claims Judgment

vs.  
Wong, Sul K Defendant,

This matter was heard in open court on the date stated below. Pursuant to:  
 Trial  Default  Dismissal  With prejudice  Without Prejudice  
 Mediation Agreement

The court, having considered all the evidence presented, does hereby ORDER, ADJUDGE AND DECREE that a judgment is hereby granted to the plaintiff(s) as set below:

PRINCIPAL \$ 1500.00  
FILING FEE \$ 21.00  
SERVICE FEE \$

TOTAL JUDGMENT \$ 1521.00  
POST JUDGMENT INTEREST RATE: 12 %

The claim of the plaintiff is hereby denied and no judgment shall be entered in favor of the plaintiff.

Explanation of decision:

[Empty box for explanation of decision]

NOTE: If the judgment is not paid within thirty(30) days from today, the plaintiff can notify the clerk. For a fee, a Judgment Transcript shall be available from the Clerk's Office. Thereafter, reasonable costs and attorney fees are allowed in enforcing the judgment.

Dated Monday, August 29, 2005

*[Signature]*  
Judge Arthur R. Chapman

MISC 05.0500 (8/2004) RCW 124.40.080

RECEIVED  
05 AUG 19 PM 4:18  
KING COUNTY  
DISTRICT COURT  
SEATTLE DIVISION

IN THE KING COUNTY DISTRICT COURT  
SEATTLE DIVISION, STATE OF WASHINGTON  
SMALL CLAIMS COURT

COUNTERCLAIM

NO. 55-5957

To Plaintiff Ana L. Martinez (Social Security # 368-94-4350)

The Defendant herein alleges that the Plaintiff is indebted to the Defendant in the

Sum of \$ 1,100 <sup>or One thousand</sup> ~~or one hundred~~ for rent and damage repairs.

(I would like to ask the judge for double this amount because she intentionally filed this lawsuit against me. She refused the staff for mediation at (206) 443-9603. I would also want to claim on \_\_\_\_\_ and that the Defendant has made demand upon the

Plaintiff and that Plaintiff refuses to pay same.

Wherefore, the Defendant prays that Plaintiff's case be dismissed and prays for judgment as alleged above, plus court costs.

*her 1,800. for private nuisance. It is subject to judge approval*

STATE OF WASHINGTON )  
                                  ) ss  
COUNTY OF KING        )

Defendant  
Signature/ Wongfillner  
Type or print/ SUI K. WONG

The undersigned, being duly sworn, deposes and says, I am the defendant herein, I have read the foregoing claim, know the contents thereof, and believe the same to be true.

Signature/ Wongfillner  
Type or print/ SUI K. WONG

Subscribed and sworn to before me this 19 day of August, 2005

\_\_\_\_\_  
Clerk, Seattle Division

EX 17

FILED  
KING COUNTY

DEC 28 2009

SUPERIOR COURT CLERK  
BY Shaomee Schaller  
DEPUTY

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

Sui K Wong

Plaintiff/Petitioner

No. 08-2-23259-0SEA

ORDER ON CIVIL MOTION  
(clerk's Actions Required)

ANA L. MARTINEZ <sup>vs.</sup> et. al

Defendant/Respondent

This Court, having ~~heard a motion~~ held a hearing on the  
Scheduled trial date in this matter; and  
having heard from the plaintiff and the defendants

IT IS HEREBY ORDERED that The trial date in this matter shall be  
continued to June 28th 2010. It is further ORDERED  
that the Plaintiff shall file a STATEMENT OF  
ARBITRABILITY and pay all associated fees on or  
before January 31, 2010. The issue of attorney's fees for  
the defendants time in having to appear are reserved  
Dated: 12/28/09 and may be addressed by a motion by the defendants

Wafadun (Plaintiff)

JUDGE MICHAEL J. RICKEY

Attorney for Plaintiff WSBA No. (Sui Wong)

Attorney for Defendant, WSBA No. 17649

Order on Civil Motion

EX-18

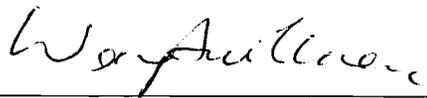
DECLARATION OF SERVICE

Re: Court of Appeals (Division One) Case #658085  
(Sui K. Wong vs. Ana L. Martinez & Jose Luis Pantiga Flores)

I have mailed a copy of Appellant Reply Brief to Mr. Gregory Cavagnaro  
(Defendants'/Respondents' lawyer) by Certified Mail #7009 2250 0000 1530 3469.

I declare under penalty of perjury under the laws of the State of Washington that  
the statement in this document is true and correct.

Date: February 22, 2011

  
\_\_\_\_\_  
Sui K. Wong (Plaintiff) (Appellant)

~~FILED~~  
2011 FEB 23 AM 10:11