

73796-1

73796-1

NO. 737961

COURT OF APPEALS
STATE OF WASHINGTON
DIVISION I

MICHAEL NHYE and LACY JOLIN,

Appellant,

v.

CALIBRATE PROPERTY MANAGEMENT, LLC,

Respondent.

FILED
COURT OF APPEALS DIVISION I
STATE OF WASHINGTON
2015 JUN 20 PM 4:05

**RESPONDENT CALIBRATE PROPERTY MANAGEMENT, LLC
RESPONSE BRIEF**

Michael S. Walsh
WSBA No. 29352
Attorney for Respondent

PUCKETT & REDFORD, PLLC
901 Fifth Avenue, Suite 800
Seattle, Washington 98164
206-386-4800

ORIGINAL

TABLE OF CONTENTS

RESTATEMENT OF ISSUES	iii
TABLE OF AUTHORITIES	iv
RESTATEMENT OF CASE	2
ARGUMENT	2
A. Standard of review.	2
B. Trial court did not err in entering, nor err in vacating, the agreed findings of fact, agreed conclusions of law, and agreed judgment.	2
C. The attorneys for the parties had authority to resolve all issues and to settle the eviction lawsuit.	7
D. Jolin failed to seek to set aside her failure to appear at the show cause hearing and a default entered	10
E. Possession was decided in favor of Calibrate, and Nhye and Jolin did not convert the eviction suit to a civil to continue litigation.	11
F. Calibrate did it waive its right to proceed with a lawsuit based on the ten day notice.	12
G. Calibrate did not retaliate or discriminate by issuing the ten day notice and offering Nhye and Jolin a chance to cure their breach.	13
H. Calibrate is entitled to an award of fees and costs.	14
CONCLUSION.	17

RESTATEMENT OF ISSUES

- A. Whether the Trial Court erred in entering, or whether it erred in failing to vacate, the Agreed Findings of Fact, Agreed Conclusions of Law and Agreed Judgment
- B. Whether Nhye agreed to the findings of Fact.
- C. Whether Nhye agreed to the conclusions of law.
- D. Whether Nhye agreed to the judgment.
- E. Whether the attorneys for the parties had authority to resolve all issues and to settle the eviction lawsuit.
- F. Whether Jolin failed offer any authority as to why her failure to appear at the show cause hearing and default should be set aside.
- G. Whether Nhye or Jolin could have converted the eviction suit to a civil suit after they resolved the issue of possession in favor of Calibrate.
- H. Whether Calibrate preserved its right to proceed by returning June rent.
- I. Whether Calibrate did not retaliate or discriminate by issuing the ten day notice.
- J. Whether Calibrate is entitled to an award of costs and fees.

TABLE OF AUTHORITIES

Cases

<u>Cowiche Canyon Conservancy v. Bosley</u> , 118 Wn.2d 801, 809, 828 P.2d 549 (1992).....	7, 9, 10, 14
<u>Graves v. Department of Game</u> , 76 Wn. App. 705, 718, 887 P.2d 424, 431 (1994).....	3
<u>Graves v. P.J. Taggares Co.</u> , 94 Wn.2d 298, 303, 616 P.2d 1223, 1227 (1980)....	7
<u>Hartson Partnership v. Goodwin</u> , 99 Wn.App. 227, 230 – 31. 991 P.2d 1211 (2000).....	6
<u>Hous. Auth. v. Pleasant</u> , 126 Wn.App. 382, 387, 109 P.3d 422, 424 (2005).....	3
<u>Humphrey Indus., Ltd. v. Clay St. Assocs.</u> , 176 Wn.2d 662, 675 (2013).....	3
<u>In re Disciplinary Proceeding Against Ferguson</u> , 170 Wn.2d 916, 934 (2011)....	4
<u>Landberg v. Carlson</u> , 108 Wn.App. 749, 758, 33 P.3d 86 (2002).....	15
<u>Munden v. Hazelrigg</u> , 105 Wn.2d 39, 45 (1985)	11, 12
<u>State v. Farmer</u> , 116 Wash. 2d 414, 432, 805 P.2d 200 (1991).....	11, 14
<u>Thisius v Sealander</u> , 26 Wn.2d 819 (1946).....	14
<u>Wilson v. Daniels</u> , 31 Wn.2d 633, 643 (1948).....	13, 14

Statutes

RCW 2.44.010.....	9
RCW 4.84.010.....	14, 16
RCW 4.84.185.....	14, 16
RCW 59.12.030(4).....	4, 5, 13
RCW 59.18.040.....	4
RCW 59.18.290(2).....	14, 15
RCW 59.18.380.....	5, 6

Rules

CR 2A.....	8, 9, 10
RAP 18.1	14, 15
RAP 18.9	14, 15, 16

RESTATEMENT OF CASE

Michael Nhye (“Nhye”) agreed to he and Lacy Jolin (“Jolin”) were unlawfully detaining real property managed by the Calibrate Property Management, LLC (“Calibrate”). Jolin failed to appear at the show cause hearing and was found in default. They appeal an agreed judgment.

On June 18, 2015, a hearing to show cause why a writ of restitution should not be issued was scheduled in an eviction action. (CP 21). Jolin did not appear at the show cause hearing and she was found to be in default. (CP 48). Nhye signed an Agreed Findings of Fact, Agreed Conclusions of Law, and Agreed Judgment. (CP 47-51). He was represented by counsel (CP 52-55), who negotiated the agreement, and who also signed the Agreed Judgment. (CP 49).

Nhye agreed that he and Jolin were served (CP 10) with a 10-day notice to comply or vacate (CP 12, 13) for payment of increased rent and a ‘month to month’ fee for April and May 2015, and he agreed that they failed to comply with that notice. (CP 48) Nhye agreed Judgment should enter against him, agreed to and award of attorneys fees and costs, and agreed that a writ of restitution should issue. (CP 48). He agreed possession of the premises should be restored plaintiff; that there was no substantial issue of material fact that other relief prayed for in the

complaint (CP 2) should be granted, and that he and Jolin was guilty of unlawful detainer. (CP 48-49). Finally, he agreed that there would be no physical eviction prior to July 6, 2015 (CP 49), and that this met the Nhye's request for a reasonable accommodation [of disability]. (CP 49, VR 4). Judge Tanya Thorp signed the Agreed Findings of Fact, Conclusions of Law, and Judgment. (CP 49).

A week later, on June 25, 2015, Nhye appeared before Judge Veronica Galvin, and sought to vacate the agreed judgment and stay enforcement of the writ of restitution. (CP 56-69, VR 3-8). Jolin did not appear at this hearing, nor did she seek to excuse her default or offer an explanation of why she failed to appear at the earlier hearing. Id. Judge Galvin denied Nhye's motion, on grounds he was informed, was represented by counsel, agreed to the order, and had signed the judgment. (VR 8, lines 8-11).

Nyhe and Jolin appeal.

ARGUMENT.

A. Standard of Review and Burden of Proof.

If the record consists entirely of written material and argument; the court stands in the same position as the trial court and reviews the record de novo. Hous. Auth. v. Pleasant, 126 Wn.App. 382, 387, 109 P.3d 422,

424 (2005). At a hearing to show cause why a writ of restitution should not issue, the plaintiff must show by a preponderance of the evidence its right to possession. Pleasant, 126 Wn. App at 392, 109 P.3d at 427. Calibrate proved by preponderance that it was entitled to possession, because both Calibrate and Nhye agreed to the findings of fact, conclusions of law, and judgment which awarded possession to Calibrate. Jolin defaulted, and is bound by the agreed findings of fact, conclusions of law, and judgment which awarded possession to Calibrate.

The refusal of the trial court to vacate judgment will be reviewed for abuse of discretion. Graves v. Department of Game, 76 Wn. App. 705, 718, 887 P.2d 424, 431 (1994).

B. The Trial Court did not err in entering, nor did it err in not vacating, the Agreed Findings of Fact, Agreed Conclusions of Law and Agreed Judgment.

1. Agreed Findings of Fact.

“An appeal court will not disturb a trial court's findings of fact if they are supported by substantial evidence, and unchallenged findings of fact become verities on appeal.” Humphrey Indus., Ltd. v. Clay St. Assocs., 176 Wn.2d 662, 675 (2013). The trial court was not asked to resolve any factual dispute. Rather, Jolin defaulted, Nhye agreed the findings of facts: Nhye and Jolin rented from Calibrate the premises

described in the complaint; they were in actual possession of the premises; they she owed monthly rent and other sums in the amount of \$2,455.00, through June 30, 2015, they were served pursuant to RCW 59.18.040 a 10-day notice to comply or vacate and they failed to either comply or to vacate. (CP 49). Judge Tharp did not err in entering these findings because they were agreed. Judge Galvin did not err in vacating the Judgment for the same reason.

2. Agreed Conclusions of Law.

Conclusions of law are reviewed de novo and must flow from the findings of fact. In re Disciplinary Proceeding Against Ferguson, 170 Wn.2d 916, 934 (2011). Jolin defaulted by not appearing at the show cause hearing. Nhye agreed the court should conclude that judgment would enter against Nhye and Jolin and a writ of restitution should issue. (CP 49). The findings of fact support this conclusion of law.

The conclusion of law is based the definition of unlawful detainer. RCW 59.12.030(4) defines unlawful detainer as failing to comply with a non-rent term of tenancy after receiving ten-days notice to comply or to vacate. The statute provides:

A tenant of real property for a term less than life is guilty of unlawful detainer When he or she continues in possession in person or by subtenant after a neglect or failure to keep or perform any other condition or covenant of the lease or agreement under which the property is held . . .

than one for the payment of rent, and after notice in writing requiring in the alternative the performance of such condition or covenant or the surrender of the property, served (in manner in RCW 59.12.040 provided) upon him or her . . . shall remain uncomplied with for ten days after service thereof. . .

RCW 59.12.030(4). Nhye and Jolin agreed they did not comply with the ten day notice which demanded a “month to month fee” and a monthly rental increase. (CP 7-13, CP 49). Having failed to comply or vacate Nhye and Jolin were unlawfully detaining the premises. Nhye agreed this conclusion flows from and is supported by the agreed findings of fact, and so Judge Tharp did not err in entering these conclusions. Judge Galvin did not abuse her discretion in denying to vacate the conclusions because they were agreed.

3. Agreed Judgment.

Nhye agreed to the judgment for unlawful detainer. He agreed a writ of restitution should issue and a monetary judgment for the agreed amounts should enter. (CP 49, 50.)

RCW 59.18.380 authorizes the trial court to enter a judgment and issue a writ of restitution at a show cause hearing. The statute provides in relevant part:

. . . if it shall appear that the plaintiff has the right to be restored to possession of the property, the court shall enter an order directing the issuance of a writ of restitution, returnable ten days after its date, restoring to the plaintiff

possession of the property and if it shall appear to the court that there is no substantial issue of material fact of the right of the plaintiff to be granted other relief as prayed for in the complaint and provided for in this chapter, the court may enter an order and judgment granting so much of such relief as may be sustained by the proof. . . .

RCW 59.18.380 (in part). Hartson Partnership v. Goodwin, 99 Wn.App. 227, 230 – 31. 991 P.2d 1211 (2000) (“The court, sitting without a jury, determines whether the landlord is entitled to a writ of restitution”). Based on the Agreed Judgment, the trial court was correct in determining Calibrate was entitled to possession of the premises and that there was no material issues of fact for other relief requested in the complaint. RCW 59.18.380. The court did not err in ordering the clerk to issue a writ of restitution to issue and entering the agreed judgment against Nhye and Jolin. Judge Galvin did not abuse her discretion in failing to vacate the judgment because the judgment was agreed.

Calibrate met its burden to show by a preponderance that it was entitled to possession of the premises and that the agreed judgment should enter against Nhye and Jolin.

Nhye and Jolin offer no authority or citation to support their claim that it was either error to enter the agreed judgment, or that it was an abuse of discretion to fail to vacate it. The court need not consider any argument

not supported by citation or authority. Cowiche Canyon Conservancy v. Bosley, 118 Wn.2d 801, 809, 828 P.2d 549 (1992).

C. The attorneys for the parties had authority to resolve all issues and to settle the eviction lawsuit.

Calibrate and Nhye, each represented by an attorney, negotiated a settlement to this unlawful detainer lawsuit. This Settlement was reduced to writing and was signed by Nhye and by both attorneys. Nhye does not contest that Ms. Hunter had his express authority to settle the lawsuit, nor does he contest his own agreement as evidenced by his signature.

Michele Hunter represented Nhye in negotiating a settlement to this law suit. (CP 52-55). An attorney's authority must be express and the client must be informed when the attorney bargains on behalf of a client. "Absent express authority or informed consent or ratification, attorneys may not waive, compromise, or bargain away a client's substantive rights." See, Graves v. P.J. Taggares Co., 94 Wn.2d 298, 303, 616 P.2d 1223, 1227 (1980). The arguments in the opening brief: retaliation (Brief, at 9, 21) contesting a rent increase (Brief, at 10, 19), discrimination (Brief, at 11), return of rent payments (Brief at 14, 21), were brought to the attention of Ms. Hunter, Nhye's attorney (Brief, at 24, para. 2; at 25, para. 3; at 26 para. 8), and apparently she discussed them at length with Calibrate's legal

counsel. (Brief, at 26, para 6 “Nhye would not speak to Ms. Hunter again for over 1 ½ hour.”). One can infer that the attorneys for both parties discussed Nhye’s potential defenses and resolved them with the agreed judgment. CR 2A. Specifically, the parties discussed and agreed that any rent increase notice was valid. Nhye admits he received a document regarding a rent increase and ignored it. (Brief, at 20). He agrees that rent and utility payments were returned (Brief, at 15, para. 3; at 21, para. 1), which negates his waiver argument (Brief, at 29). The parties specifically agreed these defenses were resolved in the agreed judgment. Nhye and his attorney agreed the ten day notice on which this lawsuit is based was validly served, contained a valid demand for payment of fees and monthly rent increase, and that Nhye and Jolin failed to comply with the notice. (CP 49). The parties also discussed Nhye and Jolin’s claims of retaliation and discrimination. By entering the agreed judgment, however, the parties agreed that such claims raised in the Answer (CP 26-27) did not excuse the failure to comply with the ten day Notice. The parties agreed to all findings of fact conclusions of law and judgment and settled the case. (CP 47-51).

Nhye expressly authorized Ms. Hunter to settle the lawsuit, as evidenced by his own signature, Ms. Hunter’s signature, and her Notice of Appearance. Ms. Hunter negotiated all of the claims Nhye and Jolin raised

in their answer and now raise in their appeal. There is no authority to upset the agreed judgment, and this court should not do so. The court need not consider any argument not supported by citation or authority.

Cowiche Canyon Conservancy v. Bosley, 118 Wn.2d 801, 809, 828 P.2d 549 (1992).

RCW 2.44.010 and CR 2A authorize attorneys to settle proceedings. “The purpose of the cited rule and statute is to avoid such disputes and to give certainty and finality to settlements and compromises, if they are made.” Eddleman v. McGhan, 45 Wn.2d 430, 432, 275 P.2d 729 (1954) (discussing predecessor to CR 2A), cited by Condon v. Condon, 177 Wn.2d 150, 157, 298 P.3d 86, 89 (2013). The statute provides:

An attorney has authority to bind his or her client in any of the proceedings in an action or special proceeding by his or her agreement duly made, or entered upon the minutes of the court; but the court shall disregard all agreements and stipulations in relation to the conduct of, or any of the proceedings in, an action or special proceeding unless such agreement or stipulation be made in open court, or in presence of the clerk, and entered in the minutes by him or her, or signed by the party against whom the same is alleged, or his or her attorney.

RCW 2.44.010(1). The rule provides

No agreement or consent between parties or attorneys in respect to the proceedings in a cause, the purport of which is disputed, will be regarded by the court unless the same shall have been made and assented to in open court on the

record, or entered in the minutes, or unless the evidence thereof shall be in writing and subscribed by the attorneys denying the same.

CR 2A. The Agreed Judgment was signed by Michele Hunter, Nhye's attorney and by Calibrate's attorney. A compromise was made in reaching this settlement: the defenses were resolved, possession was resolved, the parties agreed there was no compliance with the ten day notice, additional time to vacate was provided, and a reasonable accommodation was memorialized. (CP 49, 50, VR 8).

D. Jolin failed to seek to set aside her failure to appear at the show cause hearing and a default entered.

Jolin was given notice of the show cause hearing and failed to appear. (CP 41-42, 21, 49). She did not appear at her own hearing to vacate the judgment. (VR 3-8). CR 55 and CR 60 govern setting aside default judgments. Jolin has not provided any excuse for her failure to appear, nor has she provided any analysis under either rule, nor provided any authority as to why the judgment should be set aside as to her. The court need not consider any argument not supported by citation or authority. Cowiche Canyon Conservancy v. Bosley, 118 Wn.2d 801, 809, 828 P.2d 549 (1992). The court need not consider issues that are not

supported by argument or authority. State v. Farmer, 116 Wash. 2d 414, 432, 805 P.2d 200 (1991).

E. Possession was decided in favor of Calibrate, and Nhye and Jolin did not convert the eviction suit to a civil to continue litigation.

The parties resolved possession and the right to possess the subject premises in favor of Calibrate by entering the agreed judgment. By doing so they resolved all defenses. However, if any claim survives, or if any claim could be considered a counter claim, they might be brought in a separate action.

Unlawful detainer actions are brought pursuant to RCW 59.12.030, which provides generally for a summary proceeding to determine the right of possession as between landlord and tenant. The action is a narrow one, limited to the question of possession and related issues such as restitution of the premises and rent. In order to protect the summary nature of the unlawful detainer proceedings, other claims, including counterclaims, are generally not allowed. It has long been settled that counterclaims may not be asserted in an unlawful detainer action.

Munden v. Hazelrigg, 105 Wn.2d 39, 45 (1985) (internal citations omitted). Once possession is resolved, either party may convert the eviction suit to a civil suit.

Where the right to possession ceases to be at issue at any time between the commencement of an unlawful detainer action and trial of that action, the proceeding may be

converted into an ordinary civil suit for damages, and the parties may then properly assert any cross claims, counterclaims, and affirmative defenses.

Munden v. Hazelrigg, 105 Wn.2d 39, 45-46 (1985). The agreed judgment resolved possession in favor of Calibrate. If Nhye and Jolin wanted to proceed with their counter claims and allegations of discrimination, etc., they could have continued to litigate by converting the eviction action to a civil action. They also could have proceeded in by filing a separate action.

Nhye and Jolin did not seek to convert this case to a civil action. Rather, they litigated against Calibrate in an entirely separate matter. On March 17, 2015, over a month prior to this eviction case, under Pierce County Superior Court Cause Number **15-2-06362-1**, Nhye and Jolin sued Calibrate, among others, for violation of the Residential Landlord Tenant Act, RCW 59.18, and breaches of their lease contract. (Appendix, “Complaint”) Likely, it is for this reason that Ms. Hunter advised to resolve the limited issues of possession and the right to posses based on failure to comply with the ten day notice: because there was an ongoing separate civil action between Calibrate and Nhye and Jolin.

F. Calibrate did it waive its right to proceed with a lawsuit based on the ten day notice.

The parties agreed that Calibrate served (CP 10) Nhye and Jolin

with the 10-day notice to comply or vacate for payment of increased rent and a 'month to month' fee for April and May 2015 (CP 12, 13). This was Nhye agreed that he and Jolin failed to comply with that notice. (CP 48). This provides grounds for which Nhye and Joiln were found to be guilty of unlawful detainer. RCW 59.12.030(4).

Nhye and Jolin assert that their tendered of June rent after they were served with the summons and complaint prevents Calibrate from proceeding with the eviction lawsuit. (Brief, at 29 – 30). However, they admit Calibrate returned the tender of June rent (Brief, at 15, para. 3; at 21, para. 1). Calibrate did not waive the ability to proceed on the ten day notice because the June tender was not accepted. Cf, e.g. Wilson v. Daniels, 31 Wn.2d 633 (1948).

G. Calibrate did not retaliate or discriminate by issuing the ten day notice and offering Nhye and Jolin a chance to cure their breach.

While Nhye and Jolin continue to claim that issuing this notice was retaliation and was discriminatory, (Brief, at 31,) they cite no authority, provide no argument, and provide no analysis to show how the notice was served to provide an opportunity to cure a breach of the terms of their tenancy. The court need not consider any argument not supported by citation or authority. Cowiche Canyon Conservancy v. Bosley, 118

Wn.2d 801, 809, 828 P.2d 549 (1992). The court need not consider issues that are not supported by argument or authority. State v. Farmer, 116 Wash. 2d 414, 432, 805 P.2d 200 (1991).

Calibrate issued the ten day notice for a reason unrelated to discrimination or retaliation, namely, they provided Nhye and Jolin an opportunity to cure their failure to pay a month to month fee and increased rent. The purpose of a ten day notice is to provide tenants with an opportunity to correct defaults within the time of the notice. Wilson v. Daniels, 31 Wn.2d 633, 643 (1948) citing Thisius v Sealander, 26 Wn.2d 819 (1946). On May 6, 2015, Nhye and Jolin had not paid for two months either increased rent or a month to month fee. They agreed they were served with the notice, agreed they failed to pay, and agreed they were therefore in unlawful detainer (CP 49, 50). Calibrate did not discriminate or retaliate by demanding a payment in a ten day notice.

H. Calibrate should be awarded fees and costs.

Calibrate requests an award of reasonable attorneys' fees, costs and expenses incurred on review pursuant, RCW 59.18.290(2), and on grounds that this appeal is frivolous. RAP 18.1, RAP 18.9, RCW 4.84.010, 4.84.185.

Calibrate is entitled to a fee and cost award under the Residential Landlord Tenant Act. Generally, when there is a basis for an award of attorney fees in the trial court, the party may also be awarded fees on appeal. Landberg v. Carlson, 108 Wn.App. 749, 758, 33 P.3d 86 (2002). RCW 59.18.290(2) authorizes an award of fees and costs when the tenant holds over past the termination of tenancy. The statute provides:

It shall be unlawful for the tenant to hold over in the premises or exclude the landlord therefrom after the termination of the rental agreement except under a valid court order so authorizing. Any landlord so deprived of possession of premises in violation of this section may recover possession of the property and damages sustained by him or her, and the prevailing party may recover his or her costs of suit or arbitration and reasonable attorney's fees.

RCW 59.18.290(2). The trial court awarded fees and costs as part of the agreement of the parties, and as authorized under RCW 59.18.290(2). Calibrate requests an award of fees for this appeal on the same grounds.

Calibrate is entitled to award of its attorneys' fees, costs and expenses in this appeal on grounds that this appeal is frivolous. The appellate rules authorize requests for attorney fees and costs if applicable law grants recovery. RAP 18.1 (a). RAP 18.9 (a) allows this court to award terms of fees and costs to defend a frivolous appeal. The rule provides:

“the appellate court on its own initiative . . . may order a party . . . who files a frivolous appeal . . . to pay terms or compensatory damages to any other party who has been harmed . . .”

RAP 18.9 (a). RCW 4.84.010 provides for award of costs and expenses to the prevailing party. RCW 4.84.185 provides for an award of expenses including attorney fees, to the prevailing party if the claim brought was frivolous.

In any civil action, the court having jurisdiction may, upon written findings . . . require the non-prevailing party to pay the prevailing party the reasonable expenses, including fees of attorneys, incurred in opposing such action

RCW 4.84.185. “An appeal is frivolous if there is no debatable issue upon which reasonable minds might differ and it is so totally devoid of merit that there was no reasonable possibility of reversal.” Streater v. White, 26 Wn.App. 430, 435, 613 P.2d 187 (1980). This appeal is frivolous. Jolin failed to appear. Nhye was represented by an attorney who had express authority to negotiate a settlement to this law suit. Nhye and his attorney signed the Agreed Judgment. Nhye identifies no dispute about the agreement, nor does he present any authority or argument as to why it should be set aside. Calibrate respectfully requests an award of costs, fees and expenses.

CONCLUSION

The court did not err in entering the agreed judgment. Jolin failed to appear, and has not argued why the default should be set aside. Nhye agreed to the findings of fact, conclusions of law and judgment. No one converted the matter to a civil suit, and possession was determined in favor of Calibrate. There is no ground to disturb the agreed judgment. Finally, Calibrate is entitled to an award of costs and fees.

DATED this 20th day of June 2016



Michael S. Walsh WSBA 29352
Puckett & Redford, PLLC
901 Ffth Avenue Suite 800
Seattle, WA 98164
(206) 386-4800 (c)
(206) 233-8166 (f)

APPENDIX

“Complaint”

Pierce County Cause 15-2-06362-1

ORIGINAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FILED
IN COUNTY CLERK'S OFFICE

FEB 26 2015

PIERCE COUNTY, WASHINGTON
KEVIN STOCK, County Clerk
BY _____ DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON,
IN AND FOR PIERCE COUNTY

MICHAEL NHYE, LACY JOLIN, Husband)
and Wife and their Marital Community)
composed thereof; *Pro Se*,)

Plaintiffs,)

vs.)

RSRC Marina Club, LLC, a Delaware)
Corporation licensed to do business in)
Washington; Timberlane Holdings, LLC, a)
Washington registered Corporation; Timberlane)
Partners, LLC, a Washington registered)
Corporation; Marina Club, LLC, a Washington)
registered Corporation; Olympic Management)
Company, a Washington registered Corporation;))
Calibrate Property Management, LLC, a)
Delaware Corporation licensed to do business in)
Washington; JANE DOES 1 through 3, inclusive;))
JOHN and JANE DOES 1 through 15, inclusive;))
JANE DOE, inclusive;)

Defendants.)

No.

15 2 06362 1

COMPLAINT FOR DAMAGES:

1. Violation of the Residential
Landlord-Tenant Act of 1973
(Chapter 59.18 RCW)
2. Breach of Contract with reference
to violation of the Residential Lease
Agreement (Chapter 10.4; 10.5)
3. Breach of the Implied Covenant of
Quiet Enjoyment
4. Negligence
5. Intentional Infliction of Emotional
Distress
6. Personal Property Loss
7. Personal Injuries

1 COMES NOW, the Plaintiffs MICHAEL NHYE and LACY JOLIN, by and through themselves in
2 the above-entitled cause of action, alleges and states as follows:
3

4 **INTRODUCTION**

5
6 1. Plaintiffs MICHAEL NHYE and LACY JOLIN have been residents of the Marina Club
7 Apartments located in Des Moines, Washington 98198, since 4.2013 A.D., pursuant to signing of two
8 Residential Lease Agreements. **[Please see “EXHIBIT – A” which is an actual copy of the Residential
9 Lease Agreement, with Utility Addendum.]**

10
11 2. Plaintiffs MICHAEL NHYE and LACY JOLIN have always been good tenants of the
12 aforesaid apartment community.

13
14 3. Despite the numerous problems associated with residing at an apartment community in
15 general, and in particular at the Marina Club Apartments, where the various Property Managers have
16 constantly ignored and/or downplayed acts of crimes, illegal activities, public nuisances, violations of lease
17 agreement, etc., Plaintiffs MICHAEL NHYE and LACY JOLIN have always tried to make the best of the
18 situation due to the advantage of having an elementary, junior and senior high schools just blocks away
19 where their children attend school among other things.

20
21 4. Unfortunately, on one fateful day, all that suddenly changed when Plaintiffs MICHAEL
22 NHYE and LACY JOLIN concerns regarding the numerous disturbances that occur on the premises of the
23 apartment complex with impunity were soon realized, when Plaintiff MICHAEL NHYE was robbed, pepper
24 sprayed by the thief who robbed him, bitten on several occasions by the thief who robbed and pepper
25 sprayed him, and nearly stabbed by the thief who robbed, pepper sprayed, and bit him on several occasions.

26
27 5. The Plaintiffs MICHAEL NHYE and LACY JOLIN continue to be traumatized by the events
28 of that day.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NATURE OF CLAIM

6. This Complaint is brought for violation of the Residential Landlord-Tenant Act of 1973 (Chapter 59.18 RCW), and to remedy repeated acts of Breach of Contract with reference to the violation of the Residential Lease Agreement (Chapter 10.4; 10.5), caused by Defendants RSRC MARINA CLUB, LLC; TIMBERLANE HOLDINGS, LLC; TIMBERLANE PARTNERS, LLC; MARINA CLUB, LLC; OLYMPIC MANAGEMENT COMPANY; CALIBRATE PROPERTY MANAGEMENT, LLC; JANE DOES 1 through 3; and JOHN and JANE DOES 1 through 15; which resulted into Plaintiffs MICHAEL NHYE and LACY JOLIN and their Marital Community to physical and emotional pains, coupled with the loss of properties.

7. Furthermore, this Complaint is brought for Breach of the Implied Covenant of Quiet Enjoyment, Negligence, Intentional Infliction of Emotional Distress, Personal Property Loss, and Personal Injuries, as a direct result of the Defendants collective actions, which caused the Plaintiffs unnecessary inconveniences and sufferings, while exposing Plaintiffs to dangers situations and to the subjection of public ridicules.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over the parties. Venue is proper in Pierce County, Washington pursuant to RCW 4.12.025, and this is within the Tacoma jurisdiction of the Superior Court of Washington for Pierce County, and should be heard there.

THE PARTIES

(a) Plaintiffs

9. Plaintiffs MICHAEL NHYE and LACY JOLIN, (hereinafter "Plaintiffs"), are residents of the City of Des Moines, Washington, and form a marital community. Plaintiffs are at all times relevant hereto and have been residents of King County, Washington.

(b) The Defendants

1
2 10. Defendant RSRC MARINA CLUB, LLC, (hereinafter "Defendant"), is a Delaware
3 corporation licensed to do business in the State of Washington, and at all times relevant hereto and has its
4 principle place of doing business located in King and Pierce Counties, Washington. Defendant is
5 headquartered at 2 North Riverside Plaza, Chicago, IL 60606.
6

7 12. Defendant TIMBERLANE HOLDINGS, LLC, (hereinafter "Defendant"), is a Washington
8 registered corporation, and at all times relevant hereto has its principle place of doing business located in
9 King and Pierce Counties, Washington. Defendant is headquartered at 15919 Main Street East, Sumner, WA
10 98390.
11

12 13. Defendant TIMBERLANE PARTNERS, LLC, (hereinafter "Defendant"), is a Washington
13 registered corporation, and at all times relevant hereto has its principle place of doing business located in
14 King and Pierce Counties, Washington. Defendant is headquartered at 15919 Main Street East, Sumner, WA
15 98390.
16

17 14. Defendant MARINA CLUB, LLC, (hereinafter "Defendant"), is a Washington registered
18 corporation, and at all times relevant hereto has its principle place of doing business located in King and
19 Pierce Counties, Washington. Defendant is headquartered at 15919 Main Street East, Sumner, WA 98390.
20

21 15. Defendant OLYMPIC MANAGEMENT COMPANY, (hereinafter "Defendant"), is a
22 Washington registered corporation, and at all times relevant hereto has its principle place of doing business
23 located in Clark, King, Kitsap, Pierce, Snohomish, and Thurston Counties, Washington. Defendant is
24 headquartered at 6820 20th Street East, Fife, WA 98424.
25

26 16. Defendant CALIBRATE PROPERTY MANAGEMENT, LLC, (hereinafter "Defendant"), is
27 a Delaware registered corporation licensed to do business in the State of Washington, and at all times
28 relevant hereto has its principle place of doing business located in King and Snohomish Counties,
29

1 Washington. Defendant is headquartered at 14725 Northeast 20th Street, Suite D-7, Bellevue, Washington
2 98007.

3 17. Upon information and belief, Defendants JANE DOES 1 through 3; Defendants JOHN and
4 JANE DOES 1 through 15, inclusive, (all hereinafter collectively "Defendants"), are individuals whose
5 actual names and/or residential addresses are unknown to the Plaintiffs at this time.
6

7 18. The Plaintiffs are informed and believe that each of the Defendants designated herein as
8 Defendants JANE DOES 1 through 3, Defendants JOHN and JANE DOES 1 through 15, and Defendant
9 JANE DOE, inclusive, are legally responsible in some manner for the events and happenings herein referred
10 to, and caused injuries and damages proximately thereby to Plaintiffs as herein stated and alleged.
11

12 19. The Plaintiffs are informed and believes, and based thereon alleges that the above-listed
13 Defendants, and Defendants JANE DOES 1 through 3, Defendants JOHN and JANE DOES 1 through 15,
14 and Defendant JANE DOE, inclusive, unless otherwise stated and alleged, are in some manner responsible
15 for the wrongs stated and alleged herein, and that at all times referenced each were either Owners, Partners,
16 Managers, Agents, and Employees of the other Defendants, and were acting within the courses, scopes, and
17 authorities of each of the other Defendants.
18

19 20. Plaintiffs will seek leave of Court to amend this Complaint to show their names and
20 capacities when the same have been ascertained, through the discovery process involving Defendants RSRC
21 MARINA CLUB, LLC; TIMBERLANE HOLDINGS, LLC; TIMBERLANE PARTNERS, LLC; MARINA
22 CLUB, LLC; OLYMPIC MANAGEMENT COMPANY; and CALIBRATE PROPERTY
23 MANAGEMENT, LLC.
24

25 21. The Plaintiffs are informed and believes, and based thereon states and alleges that at all times
26 relevant herein, each of the Defendants JANE DOES 1 through 3, and JOHN and JANE DOES 1 through
27 15, inclusive, directly knew or reasonably should have known of the acts and behavior stated and alleged
28

1 herein, and the damages caused thereby, and by their actions and/or inaction directed, ratified and
2 encouraged such acts and behavior.

3 22. Upon information and belief, Defendant JANE DOE, inclusive, (hereinafter "Defendant"), is
4 an individuals whose actual name and/or residential address are unknown to the Plaintiffs at this time.

5 23. The Plaintiffs are informed and believe that the Defendant designated herein as Defendant
6 JANE DOE, inclusive, is legally responsible in some manner for the events and happenings herein referred
7 to, and caused injuries and damages proximately thereby to Plaintiffs as herein stated and alleged.

8 24. The Plaintiffs are informed and believes, and based thereon alleges that the above-listed
9 Defendants, and Defendant JANE DOE, inclusive, unless otherwise stated and alleged, is in some manner
10 responsible for the wrongs stated and alleged herein, and that at all times referenced was a resident at the
11 Marina Club Apartments.
12

13 25. Plaintiffs will seek leave of Court to amend this Complaint to show the current forward
14 address when the same have been ascertained, through the discovery process involving Defendants RSRC
15 MARINA CLUB, LLC; TIMBERLANE HOLDINGS, LLC; TIMBERLANE PARTNERS, LLC; MARINA
16 CLUB, LLC; OLYMPIC MANAGEMENT COMPANY; and CALIBRATE PROPERTY
17 MANAGEMENT, LLC.
18

19 26. The Plaintiffs are informed and believes, and based thereon states and alleges that at all times
20 relevant herein, that Defendant JANE DOE, inclusive, directly knew or reasonably should have known of
21 the acts and behavior stated and alleged herein, and the damages caused thereby, and by his/her actions
22 and/or inaction directed, ratified and encouraged such acts and behavior.
23

24
25 **FACTUAL ALLEGATIONS**

26 27. On 13th, 12:2014 A.D., on or about 04:00 PM PST, Plaintiffs were on their way out to run a
27 few errands, when as usual Plaintiff MICHAEL NHYE was the last person to leave the apartment to board
28

1 the vehicle. When the Plaintiff finally made it downstairs to the vehicle, Plaintiff LACY JOLIN complained
2 that the vehicle was too crowded with grocery items she purchased days before... something which added
3 unnecessary weight and took up so much space, and suggested that the vehicle be unload before departing.

4 28. Plaintiff MICHAEL NHYE took his wallet, mobile phone and a bottle of water he was
5 holding and placed them over the roof of the vehicle on the driver side. Plaintiff MICHAEL NHYE
6 personally unloaded the vehicle and temporarily placed the grocery items on the curb in order to make more
7 room for their children to sit. Soon, everyone was seated except the Plaintiff.
8

9 29. Plaintiff MICHAEL NHYE commenced to take the grocery items upstairs. Plaintiff took the
10 first load and quickly returned to take the second. While approaching the vehicle from taking the first load
11 of grocery items, Plaintiff remembers vividly seeing a Black male and Black female approach them from the
12 direction of Building "B." Plaintiff immediately recognized the pair because he had seen them along with
13 others in and out of Apartment A203, which is the apartment once belonging to Ms. Olivia Webster, the
14 Section-8 Client. They are known associates of hers. The pairs are regular visitors of hers and who are
15 frequently allowed to stay at the apartment. [Case in point: A white Kia Sorrento driven by another Black
16 female was once witnessed picking and dropping off the Black male herein, on 8th, 11.2014 A.D., between
17 03:00 PM PST and 03:34 PM PST.]
18

19 30. Plaintiff MICHAEL NHYE grabbed the second load and proceeded to have them dropped off
20 upstairs. Upon dropping off the grocery upstairs and making my way back downstairs, Plaintiff passed by
21 the Black male and the Black female of whom he had seen approaching them from the direction of Building
22 "B," as they both made their way to their usual hangout spot, Apartment A203.
23

24 31. Meanwhile, Plaintiff MICHAEL NHYE finally made it to the vehicle and as he was about to
25 sit, he asked Plaintiff LACY JOLIN where his wallet and mobile phone he had left on the roof of the vehicle
26 was. By this time only the water was left over the roof of the vehicle. Plaintiff LACY JOLIN initially
27

1 responded that she did not know and then immediately starting screaming, "They took it!" "They took it!"
2 "They took it!" Being confused as much as she was, Plaintiff MICHAEL NHYE asked Plaintiff LACY
3 JOLIN who they were. Plaintiff LACY JOLIN frantically responded that it was the two individuals you just
4 passed by and pointed towards their direction.

5
6 32. According to Plaintiff LACY JOLIN, while the Plaintiff MICHAEL NHYE was upstairs
7 dropping off the last load of grocery items, two individuals (one Black male and one Black female)
8 approached her and our children and asked for a dollar. The female was the one asking for the money while
9 her male counterpart was busy blocking her view. Plaintiff LACY JOLIN responded by telling them that she
10 did not have money.

11
12 33. Plaintiff MICHAEL NHYE hurriedly started to run in the direction of the Black male and
13 Black female, and managed to catch up with them just before they entered Apartment A203. Plaintiff had no
14 choice but to apprehend them before they entered the apartment because had they succeeded, Plaintiff would
15 have never been able to see his wallet and mobile phone again... especially Plaintiff's wallet which
16 contained his Social Security Card, identification cards, three debit cards, and other vital and irreplaceable
17 items.

18
19 34. Upon approaching them, Plaintiff MICHAEL NHYE remembers shouting something like
20 this at them, "Hey you two stop right there." Surprisingly, they obeyed as the Plaintiff walked up to them
21 while they were almost at the entrance of Apartment A203. Also, Plaintiff remembers that as he approached
22 them, he could not help but notice the Black female trying very hard to properly conceal something under
23 her clothing which he believed to be his properties. By this time Plaintiff LACY JOLIN was on her mobile
24 phone with 911 Emergency services.

25
26 35. When Plaintiff MICHAEL NHYE finally made it to the suspected thieves, he asked the pair
27 where his wallet and mobile phone were. They both speaking in unison denied ever taking it. Soon, a heated
28

1 commotion ensued. The suspected thieves wanted to be allowed to enter Apartment A203, but the Plaintiff
2 was not about to let that happen. The thieves making a getaway into Apartment A203 would have meant the
3 end of the Plaintiff's wallet and mobile phone.

4 36. Immediately upon hearing the commotion at her door, Ms. Olivia Webster, the Section-8
5 Client who once resided at Apartment A203, came out of the apartment wearing a nightgown and holding
6 up a baseball bat like a person ready to attack. Ms. Webster was followed by two men... one identifying
7 himself as the father of her children. He was very angry with one of the thieves for trying to make an escape
8 in the apartment, and according to him for bringing unwanted attention to the apartment.

9
10 37. The other man on the other hand was very angry about why Plaintiff MICHAEL NYHE
11 apprehended the Black female in particular who he had earlier watched hide his wallet and mobile phone on
12 her person. This man had the audacity to tell the Plaintiff that he had no right whatsoever to accuse her, let
13 alone apprehend and attempt to search her. He went on to threaten the Plaintiff by saying that if the Police
14 came, he would "hunt" the Plaintiff down.

15
16 38. Plaintiff MICHAEL NYHE paused for a moment and asked this man if he lived in the
17 apartment. He answered no. That ended that because it was the Plaintiff's way of saying to him that the
18 incidence was none of his concern and that he should stay out of it since he was not a Tenant. This
19 individual was very threatening as if wanting to physically attack the Plaintiff.

20
21 39. Furthermore, the man identifying himself as the Father of Ms. Webster's children told the
22 thieves to leave, and Plaintiff MICHAEL NYHE watched as the man threw their belongings out of
23 Apartment A203 at them. Among the belongings was a black backpack full of what seemed to be clothing.
24 The father of Ms. Webster's children remarked they were celebrating a child's birthday and did not want to
25 be disturbed.
26
27
28

1 40. At this juncture Plaintiff MICHAEL NHYE and the thieves all made it down the stairs. Ms.
2 Webster had by that time left her apartment still wearing a nightgown... and roaming all about the place
3 visibly panicking. She was heard saying, "Oh my GOD what is going on?" While down the stairs, the
4 commotion continued about the whereabouts of the wallet and mobile phone. The thieves and the Plaintiff
5 gradually made their way in front of Building "A."
6

7 41. Plaintiff MICHAEL NHYE having to deal with the two suspected thieves became distracted,
8 and was pepper sprayed by the Black female. Now blinded by pepper spray, the Plaintiff would still not let
9 go of the handbag that the Black female of whom he suspected of having his properties on her person
10 carried. That handbag seemed very important to her as she literally refused to flee the crime scene without
11 it. It did not take long after that when in an act of desperation that the Black female bit the Plaintiff on the
12 right hand several times. The Plaintiff still refused to let her go but when he heard Plaintiff LACY JOLIN
13 shouting "she has a knife," and was about to stab me, the Plaintiff had to let her go. Immediately both
14 suspected thieves (who had earlier denied ever stealing the Plaintiff's wallet and mobile) began to run away.
15

16 42. Almost entirely blinded by the pepper spray, Plaintiff MICHAEL NHYE scarcely watched as
17 the suspected thieves ran from Building "A" towards Building "B," and later between Buildings "B" and
18 "C" before making their way east to the nearby South 222nd Street. The Plaintiff's last sighting of the Black
19 female was on South 222nd Street as she ran toward the Apartment Management's office.
20

21 43. As much as he could, Plaintiff MICHAEL NHYE ran toward South 222nd Street in pursuit of
22 the suspects along with his 10-year old Daughter and other concerned neighbors. The Plaintiff became very
23 exhausted and soon realized that he could no longer pursue the suspected thieves. Also, the intensities of the
24 burning sensation of the pepper spray did not help the Plaintiff's cause either. Thankfully, the Plaintiff's 10
25 year old Daughter who had been crying Daddy! Daddy! Daddy! all along was the one who continued to
26
27
28

1 pursue the Black female. By this time, Plaintiff LACY JOLIN was still on the phone with 911 Emergency
2 services.

3 44. It was not too long that the Officers of the Des Moines Police Department in several squad
4 cars and an SUV arrived approximately 6 minutes and 51 seconds later after the 911 Emergency Call was
5 placed. By that time the Black female was nowhere in sight. Fortunately though, Plaintiff MICHAEL
6 NHYE managed to catchup to the Black male. Roughly about 7 – 10 feet away from him, the Plaintiff
7 pointed the Black male to a Police Officer still sitting in his vehicle.
8

9 45. No one really knows what transpired beyond this point other than the fact that when Plaintiff
10 MICHAEL NHYE later asked Master Police Officer R. Gallagher about the whereabouts of said male
11 suspect, the Plaintiff was told that he was not arrested. He was mistakenly not apprehended which led to him
12 fleeing the scene. He is now still wanted by the Police for questioning for his involvement in the theft and
13 assaults.
14

15 46. The Fire Department was called on the scene and gave the Plaintiff bottles of water to help
16 stop the unrelenting pain from the pepper spray. The Plaintiff was told that there was not much that they
17 could do besides that.
18

19 47. Plaintiff MICHAEL NHYE asked Master Police Officer Gallagher if it was okay for him to
20 go over to the Apartment Management's office to inform the Manager about what had occurred and/or
21 occurring. None of the crime suspects had been caught at this time. Because the Plaintiff was not a suspect
22 and rather a victim, Officer Gallagher agreed and let the Plaintiff go and speak with the Property Manager.
23 The Plaintiff was told not to leave for home because he (Officer Gallagher) needed to obtain a statement
24 from him, and later Plaintiff LACY JOLIN.
25

26 48. Now in the Property Management's office (Plaintiffs MICHAEL NHYE and LACY JOLIN
27 along with their Daughters), Plaintiff MICHAEL NHYE explained to Ms. Melissa Leon, the then Property
28

1 Manager of the Marina Club Apartments what had happened and what was still going on outside. She had
2 no idea whatsoever and was shocked and visibly shaken.

3 49. Ms. Leon immediately helped the Plaintiff to some hot water, soap and paper towel in the
4 rest room located at the Property Management's office. Upon washing and drying my face, I returned to Ms.
5 Leon's office. The conversation regarding the theft of my properties and my subsequent assaults continued.
6 Ms. Leon was shown the bite marks on my right hand and immediately advised me to see a Doctor about the
7 biting so as to avoid contracting rabies or some other venereal disease from the suspected thief.
8

9 50. Despite the fact that she was now fully aware of the theft and my subsequent assaults, (and
10 having even spoken to the Police) Ms. Leon told Plaintiffs MICHAEL NHYE and LACY JOLIN in the
11 presence of other Tenants that there was nothing that she could do as the law made it difficult for her to act.
12 Moreover, she said that her hands were tied... that it was up to her boss to take action. Ms. Leon advised
13 Plaintiffs MICHAEL NHYE and LACY JOLIN to consult an Attorney. Asked if she intends to take some
14 managerial action against Ms. Webster and her many guest for what had happened, Ms. Leon told Plaintiffs
15 MICHAEL NHYE and LACY JOLIN that she does not intend to take any such action because according to
16 her writing them warning notes would make no difference.
17

18 51. Making mention to Ms. Leon the many disturbances and illicit activities that went on in Ms.
19 Webster's apartment, and which violated the Residential Lease Agreement on many occasions did not help
20 in encouraging her to take action against the latter.
21

22 52. Ms. Leon went on to say that Plaintiffs MICHAEL NHYE and LACY JOLIN and Tenants
23 present should all hope and wish that Ms. Webster gets in trouble someday and is unable to pay her rent
24 because she is in jail. That way, she will be able to have her evicted.
25

26 53. Plaintiff MICHAEL NHYE briefly left Ms. Leon's office in order to enable the Police get a
27 statement from him in the gym room located in the Apartment Management's office building. Several
28

1 minutes later, Plaintiffs MICHAEL NHYE and LACY JOLIN returned to Ms. Leon's office with
2 Daughters, and two other Neighbors. The conversation regarding the theft of the Plaintiff's properties and
3 subsequent assaults continued once again.

4 54. Plaintiff MICHAEL NHYE soon became frustrated with Ms. Leon telling those present over
5 and over again how her hands were tied and how she was powerless to act in any way, shape or form.
6 Plaintiffs MICHAEL NHYE and LACY JOLIN and other Tenants all left the office in agreement that it was
7 about time that we ended our residency and/or tenancy at the Marina Club Apartments.
8

9 55. Before leaving though, a Police Officer whose name Plaintiff MICHAEL NHYE does not
10 know but whose face he recognized because the Plaintiff worked with him and the Des Moines Police
11 Department in foiling an auto burglary and theft (15th, 06.2014 A.D. – Father's Day), reiterated to us all the
12 responsibilities of the Property Management and those of the Police Department. That said, we all left the
13 office.
14

15 56. Plaintiffs MICHAEL NHYE and LACY JOLIN's 10-year old daughter on the other had who
16 was in and out of the Property Manager's office was extraordinarily instrumental in helping the Police
17 Officers catch one of the suspected thieves. The little girl would be the one to inform us that one of the
18 thieves was caught.
19

20 57. The suspected female thief was discovered hiding behind the Apartment Management's
21 office, and the adjacent Building "E" where the swimming pool and playground are both also located. The
22 Apartment Management's office and the adjacent Building "E" are both approximately one block away from
23 where the theft and Plaintiff's subsequent assaults originally took place. The female suspect was arrested
24 and immediately handcuffed. She cooperated with the Police in the recovery of Plaintiff MICHAEL NHYE
25 stolen wallet.
26

27 58. As for Plaintiff MICHAEL NHYE's mobile phone, it has since not been recovered.
28

1 According to Plaintiffs MICHAEL NHYE and LACY JOLIN's 10-year Daughter, the suspected
2 female thief attempted several times to jump over the fence behind the Property Management's office and
3 the adjacent Building "E," but failed miserably at every try until being finally apprehended.

4 59. Throughout the ordeal on that fateful day, Plaintiffs MICHAEL NHYE and LACY JOLIN
5 had the full support of their Neighbors on their side of Building "A":

- 6
- 7 a. The Tenants in Apartments A103, A104, and A303 all came out of their various apartments
8 in solidarity with Plaintiffs MICHAEL NHYE and LACY JOLIN, and showing utter disgust
9 about what had happened to me;
 - 10 b. The Tenants in Apartments A103 also called 911 Emergency upon hearing what had
11 unfolded;
 - 12 c. Tenants in Apartment A104 supplied Plaintiffs MICHAEL NHYE and LACY JOLIN
13 (through Plaintiff's Son and Daughter), with approximately 10 bottles of water to help ease
14 the extremely painful sensation of the pepper spray;
 - 15 d. Tenants in Apartment A104 also helped Plaintiff LACY JOLIN watch our Sons ages 5 and 3
16 for over an hour as the incident unfolded; and
 - 17 e. Tenants in Apartment A303 stood by Plaintiffs MICHAEL NHYE and LACY JOLIN side all
18 the way (as far as one block away) where the incident had ended.
 - 19 f. Tenants in Apartment A204 were away at the time of the incident.

20 60. On 16th, 12.2014 A.D., Plaintiffs MICHAEL NHYE and LACY JOLIN paid a visit to the
21 Property Management's office along with their Son to inquire from Ms. Leon if her bosses had decided to
22 take actions against Ms. Olivia Webster, the Section-8 Client who once resided at Apartment A203. Ms.
23 Leon again told the Plaintiffs that there was nothing she could do as the law made it difficult for her to act.
24 She made it quite clear to us that her hands were tied... that it was up to her boss (the Regional Manager of

1 Calibrate Property Management), to take such action. Furthermore, Ms. Leon also made it quite clear to us
2 that the Fair Housing Act (FHA) made it impossible for her to take any actions against Ms. Webster. She
3 once again advised us to consult an Attorney.

4 61. Because she kept telling the Plaintiffs that it was up to the Regional Manager to take the
5 required action having to do with the disturbances, nuisances and acts of violence by Tenants, Plaintiffs
6 MICHAEL NHYE and LACY JOLIN asked Ms. Leon if she would be willing to arrange an appointment for
7 the Plaintiffs to meet her boss. Our request was flatly denied as Ms. Leon told us that her boss (Regional
8 Manager) was too busy to meet with the Plaintiffs as she had to attend meetings throughout the day, and
9 also travel throughout the country attending to company business. Rather, Ms. Leon personally encouraged
10 Plaintiff MICHAEL NHYE over and over to exert more pressure on the King County Housing Authority ,
11 Section-8, with hopes that they will in turn take drastic actions against Ms. Olivia Webster, the Section-8
12 Client who once resided at Apartment A203.

13 62. When asked if a warning notice had been served on Ms. Webster for her continuous violation
14 of the Residential Lease Agreement, Ms. Leon's categorically told Plaintiffs MICHAEL NHYE and LACY
15 JOLIN that although she could have done that, she did not as "It was just a waste of paper that would make
16 no difference whatsoever."

17 63. Disappointedly, roughly 5-days after the theft of Plaintiff MICHAEL NHYE's properties and
18 his subsequent assaults by criminal associates of Ms. Webster, Ms. Leon finally served on her a 10-Day
19 Notice to Comply with Lease Or Quit Premises, only after being advised to do so by Mr. Peter Tran, Fraud
20 Investigator at the King County Housing Authority, Section-8, as if he was her boss. [Please see
21 "EXHIBIT - B" which is an actual copy of the 10-Day Notice to Comply with Lease or Quit
22 Premises.]

1 64. Meanwhile, based upon the suspicions of Plaintiffs MICHAEL NHYE and LACY JOLIN as
2 well as other Tenants, Apartment A203 which is the apartment that once belonged to Ms. Webster was still
3 being used for criminal and other illegal activities such as drugs, prostitution, etc.

4 65. As of the filing of this Summons and Complaint, we suspect that Ms. Leon has been fired or
5 transferred to another location within Defendants Calibrate Property Management, for her handling of the
6 matter herein.

7 66. As of the filing of this Summons and Complaint, Ms. Webster has involuntarily moved out of
8 the Marina Club Apartments roughly 5-months after moving in.

9
10
11
12 **I. – Other Factual Incidences Leading to**
13 **Claim for Damages in Chronological Order**
14 — Property Management’s Liabilities due to Repeated Negligence —

15 67. 29th, 12.2014 A.D. — Upon returning from the Des Moines City Hall, and while still in the
16 parking lot in front of Building “A,” one of the male passengers and associates of Ms. Olivia Webster, the
17 Section-8 Client located at Apartment A203, looked Plaintiff in the face and gestured with his mouth “pop-
18 pop-pop” three times as if shooting a gun. This occurred between 11:00 AM PST and 11:30 AM PST. He
19 was a passenger along with others in the vehicle described herein (License Plate No. ANV4569; Cadillac –
20 Black colored).

21
22 68. On or about 01:00 PM PST, Plaintiff telephoned Mr. Peter Tran, Fraud Investigator at the
23 King County Housing Authority, Section-8, who advised me to call the Police for the sake of the records.
24 After hanging up the phone with him, Plaintiff took his advice and dialed 911 Non-Emergency and reported
25 the incidence. Plaintiff was told that someone from the Police Department with call me back. Roughly 5
26

1 minutes later, Plaintiff received a mobile phone call from Master Police Officer Gallagher and spoke to him
2 regarding what had transpired.

3 69. 27th, 12.2014 A.D. — Plaintiff spoke for the first time to a neighbor and an acquaintance at
4 Apartment A103 since the incidence of 13th, 12.2014 A.D. (08:15 PM PST - 08:35 PM PST), and informed
5 Plaintiff that on the day of the incident... upon hearing the commotion, he asked his Wife to dial 911
6 Emergency. The neighbor asked Plaintiff to explain his version of what happened. When Plaintiff was done,
7 the neighbor went on to sympathize with Plaintiff for all the troubles Plaintiff went through on that fateful
8 day while expressing his utter disgust because this neighbor and his family lives beneath Apartment A203,
9 the apartment once belonging to Ms. Olivia Webster, the Section-8 Client.

10
11 70. Furthermore, this neighbor went on to say that he suspects that the Apartment A203 was
12 being used for illegal purposes such as drugs dealing. This is not the first time that this neighbor had shared
13 such information. Roughly about a week from the aforesaid date, this neighbor of ours had a similar
14 conversation with Plaintiff's Wife in which he shared his suspicions about the apartment been used for
15 illegal and/or drug purposes. Interestingly, Plaintiffs had always suspected such.

16
17 71. 15th, 12.2014 A.D. — Commotion at the apartment of Ms. Olivia Webster, the Section-8
18 Client located at Apartment A203. The commotion started sometime around 03:20 PM PST. By
19 approximately 03:30 PM PST, roughly five 911 Emergency Call was placed. The individuals involved in
20 the commotion came in the vehicle described herein (License Plate No. 655-XYC; Toyota – Silver colored).
21 The driver of the vehicle in question littered with trash the parking lot in front of Building "A" before
22 leaving the apartment complex. The Police seemed to have missed the troublemakers due to the fact that
23 they (the Police) entered Building "A" via one entrance while they the troublemakers left through the other
24 entrance/exit.
25
26
27
28

1 72. **13th, 12.2014 A.D.** — Plaintiffs were leaving the Apartment Management’s office along with
2 other Tenants after speaking with Ms. Leon, a female Tenant who resides at Apartment A303 told us that on
3 that afternoon as she, her Mother and Sister were returning back home, they recognized a man from
4 Apartment A203, the apartment of once belonging to Ms. Olivia Webster the Section-8 Client, loitering on
5 the stairways. As usual, he started to make advances on the three women... telling them as usual that they
6 were beautiful. The women, as usual, ignored him. This is not the first time that Plaintiff have been told
7 something similar by the female herein, and secondly, no male tenant was supposed to be residing at said
8 apartment to begin with.

10 73. **13th, 12.2014 A.D.** — During the conversation wherein Plaintiff informed Ms. Leon of the
11 theft of his properties and subsequent assaults, Ms. Leon took it upon herself to tell Plaintiffs that she had to
12 call Ms. Olivia Webster, the Section-8 Client who once occupied Apartment A203, earlier that day on her
13 mobile phone for having her Children unattended somewhere within the vicinity of Apartment
14 Management’s office.

16 74. **12th, 12.2014 A.D.** — Commotion at the apartment of Ms. Olivia Webster, the Section-8
17 Client located at Apartment A203. The commotion started sometime between 11:15 PM PST - 11:30 PM
18 PST. A 911 Emergency Call was placed between 11:30 PM PST - 11:45 PM PST.

20 75. **4th, 12.2014 A.D.** — Almost a month later, in response to the letter Plaintiff sent to Mr. Peter
21 Tran, Fraud Investigator at the King County Housing Authority, Section-8, (12th, 11.2014 A.D.), Plaintiff
22 received an email reply from him in which he informed Plaintiff that he had spoken to Ms. Melissa Leon,
23 the new Property Manager at the Marina Club Apartments. Ms. Leon had assured him that she will “notify
24 her boss and speak to the unit that is alleged to have been violating the terms of the lease.” Unfortunately,
25 neither Ms. Leon nor her boss ever took the time to speak to Ms. Olivia Webster, the Section-8 Client
26 located at Apartment A203. Their excuse for doing nothing about the situation was that they had just taken

1 over the management of the property. **[Please see “EXHIBIT – C” which is an actual copy of said**
2 **Email.]**

3 76. Clearly, Ms. Grace Harrison, the previous Property Manager of the Marina Club Apartments
4 took no action whatsoever for all the many nuisances being caused by Ms. Olivia Webster, the Section-8
5 Client located at Apartment A203. As a matter of fact, Tenants of the Marina Club Apartments were not
6 even informed of the selling of the property by Olympic Property Management, the previous management
7 company.
8

9 78. 18th, 11.2014 A.D. — A Black male (using the “N” Word), demanded in a very aggressive
10 tone that the door of Ms. Olivia Webster, the Section-8 Client located at Apartment A203, be opened. After
11 a few repeated knocks (bangs), the door was opened. The vehicle described herein (License Plate No.
12 AGE6910; GMC - Black colored), waited in the parking lot for this individual with its engine running. Said
13 incident occurred between 09:27 AM PST and 10:29 AM PST.
14

15 79. 12th, 11.2014 A.D. — As per a telephone conversation with Mr. Peter Tran, Fraud Investigator
16 at the King County Housing Authority, Section-8, who asked Plaintiff to send him an email with regards to
17 occurrences at the apartment of Ms. Olivia Webster, the Section-8 Client who once occupied Apartment
18 A203, and as per the prior request of Ms. Grace Harrison, Property Manager at the Marina Club
19 Apartments, Plaintiff prepared and sent instead a letter to both individuals. The King County Housing
20 Authority, Section-8 would later initiate some action on its own behalf. However, whether or not the
21 Property Management took any action against Ms. Webster about her behaviors remained very doubtful as
22 the nuisances by her and her numerous guests continued. **[Please see “EXHIBIT – D” which is an actual**
23 **copy of the Letter sent to Mr. Tran, Ms. Harrison and others.]**
24
25
26
27
28

1 80. **11th, 11.2014 A.D.** — Very loud banging on the door of Ms. Olivia Webster, the Section-8
2 Client who once resided at Apartment A203. A Black male who is frequently seen loitering around Building
3 “A,” was seen there and is believed to be the actual knocker. Time not documented.

4 81. **11th, 11.2014 A.D.** — Very loud banging on the door of Apartment A203, which started at
5 about 12:31 AM PST, and which ended at about 12:37 AM PST. The banging on the door was so loud that
6 it woke Plaintiffs up from bed, even though we are situated on the 3rd Floor. After about 5 minutes of
7 banging on the door, Ms. Olivia Webster, the Section-8 Client who once occupied Apartment A203, opened
8 the door and immediately engaged the knocker in a heated commotion that lasted a little over a minute.

9 82. **5th, 11.2014 A.D.** — Serious disturbances at the apartment of Ms. Olivia Webster, the Section-
10 8 Client who once occupied Apartment A203. She could be heard shouting at someone as if there was a
11 commotion going on. This started round about 08:38 PM PST.
12

13 83. **5th, 11.2014 A.D.** — Very loud banging could be heard on the door of Apartment A203,
14 which started round about 08:17 PM PST, and which was followed by a very loud shouting by a male, and
15 an equally loud response from Ms. Olivia Webster, the Section-8 Client who once resided at Apartment
16 A203. It all lasted for about 5 – 10 seconds. My Wife told me that it started even earlier... 06:40 PM PST –
17 06:45 PM PST as she was on her way back from work.
18

19 84. **5th, 11.2014 A.D.** — Plaintiff had just driven into the apartment complex... parked his car and
20 was soon followed by the driver and two female passengers who drove behind me in the vehicle described
21 herein (License Plate No. 615-ZEI; Lincoln Town Car - White colored). All of a sudden, one of the female
22 passengers started hauling insults at Plaintiff... “faggot, nigger,” she said. The problem with the whole
23 incidence is that Plaintiff did not know this woman. Plaintiff guess is that she was told by Ms. Olivia
24 Webster, the Section-8 Client who once resided at Apartment A203, that Plaintiff was the one who tells the
25 Management and calls the Police when there is a disturbance.
26
27
28

1 85. **1st, 11.2014 A.D.** — Serious disturbances at the apartment of Ms. Olivia Webster, the Section-
2 8 Client located at Apartment A203. These disturbances started between 02:00 AM PST - 03:00 AM PST. It
3 ceased for several hours and began again at round about 08:00 AM PST. As usual, Plaintiffs were denied a
4 restful night. The Police was called twice to help put an end to the wave of disturbances by Olivia Webster
5 and her numerous guests.
6

7 86. **28th, 10.2014 A.D.** — Plaintiff had a telephone conversation with Mr. Peter Tran, Fraud
8 Investigator at the King County Housing Authority, Section -8. That telephone conversation had to do with
9 the constant disturbances at the apartment of Ms. Olivia Webster, the Section-8 Client located at Apartment
10 A203.
11

12 87. **24th, 10.2014 A.D.** — Plaintiff visited my neighbors next door at Apartment A303 to check on
13 my neighbor's Son who had mistakenly been left at school by Plaintiff's Children. During said visit and an
14 ensuing conversation that took place, Plaintiff was told by one of the female Tenants those strange men
15 from Apartment A203, the apartment that once belonged to Ms. Olivia Webster (the Section-8 Client),
16 would often make some sort of advances to her and other female family members.
17

18 88. **23rd, 10.2014 A.D.** — Serious disturbances at the apartment of Ms. Olivia Webster, the
19 Section-8 Client who once resided at Apartment A203. The Property Manager at the time of the Marina
20 Club Apartment, Ms. Grace Harrison was personally informed but insisted that Plaintiff complaint be put in
21 writing or that she would take no action. However, no complaint was put in writing as the Residential Lease
22 Agreement does not obligate Plaintiff to do so.
23

24 89. **3rd, 10.2014 A.D.** — Serious disturbances at the apartment of Ms. Olivia Webster, the
25 Section-8 Client who once resided at Apartment A203. The Property Manager at the time of the Marina
26 Club Apartment, Ms. Grace Harrison was personally informed but insisted that Plaintiff complaint be put in
27

1 writing or that she would take no action. However, no complaint was put in writing as the Residential Lease
2 Agreement does not obligate Plaintiff to do so.

3 90. 27th, 09.2014 A.D. — Serious disturbances at the apartment of Ms. Olivia Webster, the
4 Section-8 Client who once resided at Apartment A203. The new Property Manager at the time of the Marina
5 Club Apartment, Ms. Grace Harrison was personally informed but insisted that Plaintiff complaint be put in
6 writing or that she would take no action. However, no complaint was put in writing as the Residential Lease
7 Agreement does not obligate Plaintiff to do so.

8 91. 5th, and 6th, 09.2014 A.D. — Serious disturbances associated with Ms. Olivia Webster, the
9 Section-8 Client who once resided at Apartment A203. The Property Manager at the time of the Marina
10 Club Apartment, Ms. Shellene Lester was informed. Barely two weeks after the above dated incidences, Ms.
11 Webster and her guests of revelers, who often make Plaintiffs days and nights miserable, and that is to say
12 the least, were at it again. There was vomit and trash littering everywhere. [Please see “EXHIBIT – E”
13 which are actual copies of Emails sent to, and received from Ms. Lester.]

14 92. Ms. Lester would later someday advise the Plaintiffs to end their tenancy at the Marina Club
15 Apartments by buying a house so as to avoid them being disturbed; this was the Property Management’s
16 solution of putting an end to our many hardships.
17
18
19

20
21 **Description of vehicles of the numerous guests of Ms. Olivia Webster, the**
22 **Section-8 Client who once resided at Apartment A203,**
23 **Marina Club Apartments, Des Moines, WA 98198,**
24 **in violation of her Residential Lease Agreements — (Dated):**

25 **12.2014 A.D.**

26 93. ANV4569; Cadillac (Black) – 23rd, 12.2014 A.D. through 13th, 02.2015 A.D.; in and out
27

1 all day/all night; sleeps overnight; male driver of said vehicle has been allowed to stay at the apartment in
2 violation of the Residential Lease Agreement.

3 94. 655-XYC; Toyota (Silver) - 15th, 12.2014 A.D.; 03:15 PM PST

4 95. 054-XKH; Oldsmobile (Silver) - 15th, 12.2014 A.D.; in and out throughout the morning and
5 afternoon.
6

7 **11.2014 A.D.**

8 96. 054-XKH; Oldsmobile (Silver) - 24th, 11.2014 A.D.; 10:34 PM PST.

9 97. ABS9026; Mercedes Benz 4Matic (Black) - 19th, 11.2014 A.D.; all night.

10 98. AGE6910; GMC (Black) - 18th, 11.2014 A.D.; 09:27 AM PST - 10:29 AM PST

11 99. ADZ9530; Nissan Bluebird (White) - 9th, 11.2014 A.D.; 03:52 PM PST

12 100. 436-ZLU; Chrysler (Gray) - 9th, 11.2014 A.D.; 03:00 PM PST

13 101. _____; Kia Sorrento (White) - 8th, 11.2014 A.D.; 03:00 PM PST and 03:34 PM PST...
14 seen picking and dropping off a Black male. This Black male would later be involved in the theft of my
15 properties and my subsequent assault.
16

17 102. ABS9026; Mercedes Benz 4Matic (Black) - 8th, 11.2014 A.D.; all day/all night.

18 103. 436-ZLU; Chrysler (Gray) - 8th, 11.2014 A.D.

19 104. _____; Cadillac Escalade - 7th, 11.2014 A.D.; 10:18 PM PST... dropped off a Black male
20 and left.
21

22 105. ABS9026; Mercedes Benz 4Matic (Black) - 7th, 11.2014 A.D.; 04:21 PM PST

23 106. ABS9026; Mercedes Benz 4Matic (Black) - 7th, 11.2014 A.D.; 02:31 PM PST... all night.

24 107. AQD1425; Nissan Sentra (Black) - 6th, 11.2014 A.D.; 10:12 PM PST

25 108. ABS9026; Mercedes Benz 4Matic (Black) - 6th, 11.2014 A.D.; 02:31 PM PST... in/out; slept
26 overnight.
27

- 1 109. AQD1425; Nissan Sentra (Black) - 6th, 11.2014 A.D.; 02:26 PM PST
2 110. AOR3950; Mercury (Gray) - 6th, 11.2014 A.D.; 10:48 AM PST
3 111. AOR3950; Mercury (Gray) - 5th, 11.2014 A.D.; 11:07 PM PST
4 112. 615-ZEI; Lincoln Town Car (White) - 5th, 11.2014 A.D.; 03:02 PM PST
5 113. AQD1425; Nissan Sentra (Black) - 5th, 11.2014 A.D.

7 **Description of vehicles of the numerous visitors of Ms. Olivia Webster, the**
8 **Section-8 Client who once resided at Apartment A203,**
9 **Marina Club Apartments, Des Moines, WA 98198,**
10 **in violation of her Residential Lease Agreements — (No Dates):**

- 11 114. 025-WJU; Saturn (Burgundy)
12 115. 475-XKL; Chevrolet Impala (Green)
13 116. 502-YHF; Cadillac Escalade (Silver)
14 117. 510-YXR; Honda Prelude (Gray)
15 118. 942-YZI; Toyota Rav (Silver)
16 119. 954-ZXP; Oldsmobile (Gray)
17 120. ABS9026; Mercedes Benz 4Matic (Black)
18 121. ABS9090; Oldsmobile (Light Brown)
19 122. ACR5959; Chevy Caprice (Silver)
20 123. ALW7276; GMC Denali (White)
21 124. AQD1425; Nissan (Black)

22
23
24
25 **List of 911 Emergency and Non-Emergency Calls placed since Ms. Olivia**
26 **Webster, the Section-8 Client who once resided at Apartment A203,**
27 **Marina Club Apartments, Des Moines, WA 98198,**
28 **moved into said apartment — (Dated):**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12.2014 A.D.

125. 29th, 12.2014 A.D.; 911 Non-emergency Call placed between 01:00 PM PST and 01:30 PM PST
126. 15th, 12.2014 A.D.; 911 Emergency Call placed round about 03:30 PM PST
127. 13th, 12.2014 A.D.; Another 911 Emergency Call placed round about 04:00 PM PST
128. 13th, 12.2014 A.D.; 911 Emergency Call placed round about 04:00 PM PST
129. 12th, 12.2014 A.D.; 911 Emergency Call placed between 11:30 PM PST and 11:45 PM PST

11.2014 A.D.

130. 1st, 11.2014 A.D.; 911 Emergency Call placed between 02:00 AM PST and 03:00 AM PST
131. 1st, 11.2014 A.D.; 911 Emergency Call placed round about 08:00 PM PST

**II. – Other Factual Incidences Leading to
Claim for Damages in Chronological Order**
— Property Management’s Liabilities due to Repeated Negligence —

132. 14th, 02.2015 A.D. — After roughly five months of turbulently residing at the Marina Club Apartment, Ms. Olivia Webster, the Section-8 Client involuntarily ends her tenancy at the apartment complex.

133. 6th, 02.2015 A.D. — Between 09:34 AM PST and 10:16 AM PST, Plaintiff heard a loud outburst of rage coming from Apartment A203, the apartment once occupied by Ms. Olivia Webster, a Section-8 Client. The person causing the rage was none other than Ms. Webster. Plaintiff’s guess is that Ms. Webster was confronted by the Property Management about the disturbances the day before, and became

1 very unhappy and so reacted in said manner. Ms. Webster could be heard shouting and thereafter slammed
2 her apartment door after entering.

3 134. Before entering the apartment and slamming the door behind her though, Plaintiff heard Ms.
4 Webster uttered what sounded like a death threat. The word death was clearly heard but because Plaintiff
5 did not understand the full sentence, the Police were not called.
6

7 135. 5th, 02.2015 A.D. — On or about 04:23 AM PST, Plaintiffs were once again rudely awaked
8 to yet another disturbances at Apartment A203, the apartment once occupied by Ms. Olivia Webster, a
9 Section-8 Client. Few minutes afterwards, the disturbances (argument) which began in the apartment
10 between Ms. Webster and a certain Black male (the driver of a black Cadillac four door sedan with License
11 Plate No. ANV4569), who had been allowed to live at the apartment in violation of her Residential Lease
12 Agreement, soon spilled into the parking lot in front of Building “A,” and thus awakening tenant from their
13 sleep a little sooner than they would want to be awaked. **[Please see EXHIBIT – “F” which is an actual
14 copy of a Letter sent to the Property Manager of the Marina Club Apartments.]**
15
16

17 136. 2nd, 02.2015 A.D. — On or about 05:45 PM PST, while Plaintiff was on her way back home
18 from work, Plaintiff met and held a brief conversation with an elderly neighbor who shared with her his/her
19 concerns that something illegal (drugs dealing) was going on in Apartment A203, the apartment once
20 occupied by Ms. Olivia Webster, a Section-8 Client. This neighbor shared that the heavy traffic by various
21 people in and out of the apartment had him/her convinced that something illegal had to be going on.
22

23 137. 2nd, 02.2015 A.D. — On or about 03:55 PM PST, while Plaintiff’s children were on their way
24 from school, and while still on the other side of the fence on the premises of an adjacent condominium
25 property, they were forced to another route to get home upon hearing a loud and profanity-laced
26 conversation by Ms. Olivia Webster, the Section-8 Client who once resided at Apartment A203, and two
27
28

1 Black males on her balcony. The two men who were with Ms. Webster on her balcony were regulars; one
2 being the driver of a black Cadillac four door sedan with License Plate No. ANV4569, who was been
3 allowed to stay at the apartment since 12.2014 A.D., in careless violation of the Residential Lease
4 Agreement, and the other being the driver of a white Mercury Cougar License Plate No. 111-ZZU.

5
6 138. 25th, 01.2015 A.D. — On or about 03:00 PM PST, while Plaintiff was on his way to see a
7 family-friend at the hospital, Plaintiff met and held a brief conversation with an elderly neighbor who shared
8 with him his/her concerns that something illegal (drugs dealing) was going on in Apartment A203, the
9 apartment once occupied by Ms. Olivia Webster, a Section-8 Client. This neighbor shared that the heavy
10 traffic in and out of the apartment had him/her convinced that something illegal had to be going on.
11

12 139. 13th, 01.2015 A.D. — On or about 10:50 AM PST, roughly one month to the day since the
13 Plaintiff was robbed; pepper sprayed, bitten several times, and nearly stabbed by associates of Ms. Olivia
14 Webster, the Section-8 Client who once resided at Apartment A203, there were serious disturbances at the
15 apartment between Ms. Webster and another a man who had been allowed to stay at the apartment by Ms.
16 Webster in violation of her Residential Lease Agreement. A 911 Emergency Call was placed and the Police
17 dispatched to the apartment. As is often the case when there are disturbances at said apartment, the
18 suspect(s) responsible immediately flees knowing that neighbors would most likely call the Police. They
19 then take temporary refuge at Apartment A302, which has a connection to Ms. Webster, until the Police
20 leaves. [Please see EXHIBIT – “G” which is an actual copy of the Letter sent to the Calibrate
21 Property Management, and the Marina Club Apartments.]
22
23

24
25
26 **Description of vehicles of the numerous guests of Ms. Olivia Webster, the**
27 **Section-8 Client who once resided at Apartment A203,**
28 **Marina Club Apartments, Des Moines, WA 98198,**
in violation of her Residential Lease Agreements — (Dated):

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

02.2015 A.D.

140. ATT1256; Toyota (Dark Gray) - 4th, 02.2015 A.D.; 03:35 PM PST through 05:50 PM PST.

141. 111-ZZU; Mercury Cougar (White) - 2nd, 02.2015 A.D.; 09:45 PM PST.

142. AQK2350; Dodge Voyager (Green) - 1st, 02.2015 A.D. through 13th, 02.2015 A.D.; in and out all day/all night; sleeps overnight; female driver of said vehicle and her male companion has been allowed to stay at the apartment in violation of the Residential Lease Agreement.

143. ANV4569; Cadillac (Black) - 23rd, 12.2014 A.D. through 13th, 02.2015 A.D.; in and out all day/all night; sleeps overnight; male driver of said vehicle has been allowed to stay at the apartment in violation of the Residential Lease Agreement.

01.2015 A.D.

144. AQB2803; (Unknown Vehicle) - 30th, 01.2015 A.D.; 11:35 AM PST.

145. ALW7276; GMC Suburban; (White) - 27th, 01.2015 A.D.; 12:53 PM PST.

146. OVO2079; Jeep Cherokee - 25th, 01.2015 A.D.; 02:14 PM PST.

147. ATT1256; Toyota (Dark Gray) - 21st, 01.2015 A.D.; 05:30 PM PST.

148. 111-ZZU; Mercury Cougar (White) - 21st, 01.2015 A.D.; 11:34 AM PST.

149. ALW7276; GMC Suburban; (White) - 20th, 01.2015 A.D.; 12:45 PM PST.

150. 111-ZZU; Mercury Cougar (White) - 18th, 01.2015 A.D.; 11:25 PM PST.

151. AIS6615; (Unknown Vehicle) (White) - 16th, 01.2015 A.D.; 08:16 PM PST - 08:28 PM PST.

152. 111-ZZU; Mercury Cougar (White) - 15th, 01.2015 A.D.; 03:03 PM PST.

1 153. ANV4569; Cadillac (Black) - 23rd, 12.2014 A.D. through 13th, 02.2015 A.D.; in and out all
2 day/all night; sleeps overnight; male driver of said vehicle has been allowed to stay at the apartment in
3 violation of the Residential Lease Agreement.
4

5
6
7
8 **List of 911 Emergency and Non-Emergency Calls placed since Ms. Olivia**
9 **Webster, the Section-8 Client who once resided at Apartment A203,**
10 **Marina Club Apartments, Des Moines, WA 98198,**
11 **moved into said apartment — (Dated):**

12 **02.2015 A.D.**

13 154. 4th, 02.2015 A.D.; 911 Emergency Call placed round about 05:55 PM PST
14

15 **01.2015 A.D.**

16 155. 13th, 01.2015 A.D.; 911 Emergency Call placed between 10:50 AM PST
17

18 **FIRST CAUSE OF ACTION:**

19 **Violation of the Residential Landlord-Tenant Act of 1973**
20 **(Chapter 59.18 RCW) by all Defendants**

21 Plaintiffs hereby re-state and incorporate by reference of all paragraphs in this Complaint as if fully
22 set forth herein, and for a cause of action alleges as follows:

23 156. At all times herein mentioned, Washington's Residential Landlord-Tenant Act of 1973
24 (Chapter 59.18 RCW), was in full force and effect and was fully binding upon all Defendants as was with
25 the Plaintiffs themselves. Specifically, the Defendants owed a duty to the Plaintiffs and to other Tenants
26 alike pursuant to 59.12 RCW, to have taken the necessary actions against Ms. Olivia Webster, the Section-8
27

1 Client who once resided at Apartment A203, for repeated violations of RCW 59.18.130, and RCW
2 59.18.140 respectively.

3 157. Rather, the Defendants (its Owners, Partners, Managers, Agents, and Employees), failed to
4 do what was right and what was required for them, repeatedly, even after Plaintiff MICHAEL NHYE was
5 robbed, assaulted, and nearly stabbed.

6 158. As a direct, foreseeable and proximate result of Defendants' unlawful actions, Plaintiffs have
7 suffered and continues to suffer losses.

8 159. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiffs
9 have experienced substantial dangers and exposure to dangers, and suffered emotional distress, humiliation,
10 shame, and embarrassment in an amount to be proven at the time of trial.

11 Plaintiffs are thus entitled to recover damages from Defendants in an amount to be proven at trial.

12 **WHEREFORE**, Plaintiffs prays for judgment against Defendants RSRC MARINA CLUB, LLC;
13 TIMBERLANE HOLDINGS, LLC; TIMBERLANE PARTNERS, LLC; MARINA CLUB, LLC;
14 OLYMPIC MANAGEMENT COMPANY; CALIBRATE PROPERTY MANAGEMENT, LLC; JANE
15 DOES 1 through 3; JOHN and JANE DOES 1 through 15; and JANE DOE; jointly and severally, as more
16 set forth below.

17
18
19
20
21 **SECOND CAUSE OF ACTION:**
22 **Breach of Contract with reference to violation of the**
23 **Residential Lease Agreement by all Defendants**

24 Plaintiffs hereby re-state and incorporate by reference of all paragraphs in this Complaint as if fully
25 set forth herein, and for a cause of action alleges as follows:

26 160. Plaintiffs entered into a lease agreement with Defendants and sufficiently fulfilled their
27 obligations. Defendants on the other hand agreed to the terms of all clauses of the agreement.

1 Plaintiffs hereby re-state and incorporate by reference of all paragraphs in this Complaint as if fully
2 set forth herein, and for a cause of action alleges as follows:

3 167. Plaintiffs entered into a lease agreement with Defendants and sufficiently fulfilled their
4 obligations. Defendants on the other hand agreed to the terms of all clauses of the agreement.

5 168. Within the first one to two weeks of moving into Apartment A203 as a Tenant, Ms. Olivia
6 Webster, the Section-8 Client who once resided at said apartment, and who was supposed to be in said
7 apartment with her minor Children, started hosting very large, noisy, and disorderly parties, which often
8 started around 09:00 PM PST and which often ended the following morning around 04:00 AM PST. Some
9 guests would remain and begin to leave around 08:00 AM PST, but not without first causing numerous bad
10 acts of indecencies, and public nuisances. The playing of very load music in the early hour of the morning in
11 the parking lot was a norm.
12
13

14 169. Often before leaving, the guests of Ms. Webster would vomit all around Building "A," and
15 leave the same for Plaintiffs MICHAEL NHYE and LACY JOLIN to clean.

16 170. Often before leaving, the guests of Ms. Webster would hang-out in the parking lot in front of
17 Building "A," cause so much noise while drinking beers in cans. After drinking, they would either litter the
18 parking lot or would throw the empty beer cans on the roof of the carport in the front of Building "A."
19

20 171. Often before leaving, the guests of Ms. Webster while hanging-out in the parking lot in front
21 of Building "A," would drink beer from beer bottles and break the bottles in the parking lot afterwards.

22 172. People (drugs dealers and drugs users; gang members; pimps and prostitutes; thieves; etc.)
23 not obviously listed on the Residential Lease Agreement were allowed to stay in Apartment A203 by Ms.
24 Webster in violation of said agreement, and with the Property Management unwilling to act within the legal
25 framework of Washington's Residential Landlord-Tenant Act of 1973 (Chapter 59.18 RCW), and the
26 Residential Lease Agreement (Chapter 10-4, and 10-5).
27
28

1 173. These disturbances would continue throughout Ms. Webster's approximately 5-months
2 tenancy, and with the Property Management unwilling to act within the legal framework of Washington's
3 Residential Landlord-Tenant Act of 1973 (Chapter 59.18 RCW), and the Residential Lease Agreement
4 (Chapter 10-4, and 10-5).

5
6 174. Plaintiffs MICHAEL NHYE and LACY JOLIN daily and nightly rest were often so terribly
7 interrupted. The Plaintiffs were robbed of peace of mind and tranquility.

8 175. Whenever the Plaintiffs complained to the various Property Managers, they were made to
9 feel as if they were some sort of burden to them the Property Managers, followed by inactions and excuses
10 upon excuses. The Plaintiffs were told that the Fair Housing Act (FHA) prevented them from acting upon
11 nuisances among other things.

12
13 176. For as long as the Plaintiffs have been Tenants of Defendants, Apartment A203 had always
14 been a problematic apartment. The Defendants allowed the troubles to persist while protecting their very
15 own financial interest.

16 177. As a result of the Defendants' continuous breach of duty, Plaintiffs suffered damages,
17 including but not limited to, emotional distress, pain, and suffering.

18
19 178. As a direct, foreseeable and proximate result of Defendants' unlawful actions, Plaintiffs have
20 suffered and continues to suffer losses.

21 179. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiffs
22 have experienced substantial dangers and exposure to dangers, and suffered emotional distress, humiliation,
23 shame, and embarrassment in an amount to be proven at the time of trial.

24
25 **WHEREFORE**, Plaintiffs prays for judgment against Defendants RSRC MARINA CLUB, LLC;
26 TIMBERLANE HOLDINGS, LLC; TIMBERLANE PARTNERS, LLC; MARINA CLUB, LLC;
27 OLYMPIC MANAGEMENT COMPANY; CALIBRATE PROPERTY MANAGEMENT, LLC; JANE

1 DOES 1 through 3; JOHN and JANE DOES 1 through 15; and JANE DOE; jointly and severally, as more
2 set forth below.

3
4 **FOURTH CAUSE OF ACTION:**
5 **Negligence by all Defendants**

6 Plaintiffs hereby re-state and incorporate by reference of all paragraphs in this Complaint as if fully
7 set forth herein, and for a cause of action alleges as follows:

8 180. The Defendants owed a duty to the Plaintiffs and said duty has been breached continuously
9 due to negligence, thus resulting to Plaintiffs' damages. Defendants failed to properly supervise, manage,
10 communicate and/or direct its Owners, Partners, Managers, Agents, and Employees, thereby not reasonably
11 knowing about the actions of those within their employ, and about the day-to-day running of the affairs of
12 Defendants' business enterprise.

13
14 181. As a result of the Defendants' continuous breach of duty, Plaintiffs suffered damages,
15 including but not limited to, emotional distress, pain, and suffering.

16 182. As a direct, foreseeable and proximate result of Defendants' unlawful actions, Plaintiffs have
17 suffered and continues to suffer losses.

18 183. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiffs
19 have experienced substantial dangers and exposure to dangers, and suffered emotional distress, humiliation,
20 shame, and embarrassment in an amount to be proven at the time of trial.

21
22 **WHEREFORE**, Plaintiffs prays for judgment against Defendants RSRC MARINA CLUB, LLC;
23 TIMBERLANE HOLDINGS, LLC; TIMBERLANE PARTNERS, LLC; MARINA CLUB, LLC;
24 OLYMPIC MANAGEMENT COMPANY; CALIBRATE PROPERTY MANAGEMENT, LLC; JANE
25 DOES 1 through 3; JOHN and JANE DOES 1 through 15; and JANE DOE; jointly and severally, as more
26 set forth below.
27

1
2 **FIFTH CAUSE OF ACTION:**
3 **Intentional Infliction of Emotional Distress by all Defendants**

4 Plaintiffs hereby re-state and incorporate by reference of all paragraphs in this Complaint as if fully
5 set forth herein, and for a cause of action alleges as follows:

6 184. The handling of the various acts of disturbances and nuisances before, during, and after the
7 fateful event of 13th, 12.2014 A.D., by Defendants, its Owners, Partners, Managers, Agents, and Employees,
8 was so unprofessional, reckless, rude and inconsiderate that it exceeded the very boundaries set forth in the
9 Residential Lease Agreement. The conduct of the Defendants was intended to cause severe emotional
10 distress to the Plaintiffs, or was done in reckless disregard of the probability of causing severe emotional
11 distress.

12
13 185. The Defendants knowingly and willfully allowed another Tenant and said Tenant's many
14 uncontrollable guests to interfere with the Plaintiffs' enjoyment, with conscious disregard of the rights of the
15 Plaintiffs, and to the extent that the Defendants had the audacity of advising the Plaintiffs to end their
16 tenancy at the apartments and buy a house so as to avoid them being disturbed by unscrupulous elements;
17 many of whom who did not reside on the property.

18
19 186. There were always threats of physical attacks against the Plaintiffs by associates of Ms.
20 Olivia Webster, the Section-8 Client who once resided Apartment A203.

21 187. The Plaintiffs continue to be traumatized by the events of that day.

22 188. As a direct, foreseeable and proximate result of Defendants' unlawful actions, Plaintiffs have
23 suffered and continues to suffer losses.

24
25 189. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiffs
26 have experienced substantial dangers and exposure to dangers, and suffered emotional distress, humiliation,
27 shame, and embarrassment in an amount to be proven at the time of trial.

1 **WHEREFORE**, Plaintiffs prays for judgment against Defendants RSRC MARINA CLUB, LLC;
2 TIMBERLANE HOLDINGS, LLC; TIMBERLANE PARTNERS, LLC; MARINA CLUB, LLC;
3 OLYMPIC MANAGEMENT COMPANY; CALIBRATE PROPERTY MANAGEMENT, LLC; JANE
4 DOES 1 through 3; JOHN and JANE DOES 1 through 15; and JANE DOE; jointly and severally, as more
5 set forth below.
6

7
8 **SIXTH CAUSE OF ACTION:**
9 **Personal Property Loss by all Defendants**

10 Plaintiffs hereby re-state and incorporate by reference of all paragraphs in this Complaint as if fully
11 set forth herein, and for a cause of action alleges as follows:

12 190. At all times herein mentioned, Washington's Residential Landlord-Tenant Act of 1973
13 (Chapter 59.18 RCW), was in full force and effect and was fully binding upon all Defendants as was with
14 the Plaintiffs themselves. Specifically, the Defendants owed a duty to the Plaintiffs and to other Tenants
15 alike pursuant to 59.12 RCW, to have taken the necessary actions against Ms. Olivia Webster, the Section-8
16 Client who once resided at Apartment A203, for repeated violations of RCW 59.18.130, and RCW
17 59.18.140, and for repeated violations of 10-4, and 10-5 respectively of the Residential Lease Agreement.
18

19 191. The Plaintiffs had often informed the Defendants that something criminally wrong was going
20 on in Apartment A203, the apartment once belonging to Ms. Olivia Webster, a Section-8 Client, but no one
21 would listen to them. The Defendants made numerous excuses to avoid leaving the comforts of the
22 Management Office simply to do what they were supposed to be doing all along. The failure to act in doing
23 what was right and what was required of them by law caused the Plaintiffs to become victims of thefts and
24 assaults in an extremely violent and dangerous situations.
25

26 192. Plaintiff MICHAEL NHYE was robbed of his wallet and mobile phone, before being pepper
27 sprayed in the face and eyes, bitten several times on the right hand, and nearly stabbed.
28

1 193. Plaintiff MICHAEL NYHE wallet was later recovered by Officers of the Des Moines Police
2 Department with the cooperation of one of the thieves, who was being held. Unfortunately, the Plaintiffs
3 mobile phone containing irreplaceable family photos and very important personal and business contacts is
4 yet to be recovered by the Police.

5 194. The Plaintiffs continue to be traumatized by the events of that day.

6 195. As a direct, foreseeable and proximate result of Defendants' unlawful actions, Plaintiffs have
7 suffered and continues to suffer losses.

8 196. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiffs
9 have experienced substantial dangers and exposure to dangers, and suffered emotional distress, humiliation,
10 shame, and embarrassment in an amount to be proven at the time of trial.

11 **WHEREFORE**, Plaintiffs prays for judgment against Defendants RSRC MARINA CLUB, LLC;
12 TIMBERLANE HOLDINGS, LLC; TIMBERLANE PARTNERS, LLC; MARINA CLUB, LLC;
13 OLYMPIC MANAGEMENT COMPANY; CALIBRATE PROPERTY MANAGEMENT, LLC; JANE
14 DOES 1 through 3; JOHN and JANE DOES 1 through 15; and JANE DOE; jointly and severally, as more
15 set forth below.

16
17
18
19 **SEVENTH CAUSE OF ACTION:**
20 **Personal Injuries by all Defendants**

21 Plaintiffs hereby re-state and incorporate by reference of all paragraphs in this Complaint as if fully
22 set forth herein, and for a cause of action alleges as follows:

23 197. At all times herein mentioned, Washington's Residential Landlord-Tenant Act of 1973
24 (Chapter 59.18 RCW), was in full force and effect and was fully binding upon all Defendants as was with
25 the Plaintiffs themselves. Specifically, the Defendants owed a duty to the Plaintiffs and to other Tenants
26 alike pursuant to 59.12 RCW, to have taken the necessary actions against Ms. Olivia Webster, the Section-8
27

1 Client who once resided at Apartment A203, for repeated violations of RCW 59.18.130, and RCW
2 59.18.140, and for repeated violations of 10-4, and 10-5 respectively of the Residential Lease Agreement.

3 198. Due to the Defendants failure to act in doing what was right and what was required of them
4 by law, the Plaintiffs were exposed entirely to extremely violent and dangerous situations, in which Plaintiff
5 MICHAEL NHYE was pepper sprayed in the face and eyes, bitten several times on the right hand, and
6 nearly stabbed. That ordeal by criminals led to the Plaintiff's face, eyes, and hands being swollen.
7

8 199. The Plaintiffs continue to be traumatized by the events of that day.

9 200. As a direct, foreseeable and proximate result of Defendants' unlawful actions, Plaintiffs have
10 suffered and continues to suffer losses.

11 201. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiffs
12 have experienced substantial dangers and exposure to dangers, and suffered emotional distress, humiliation,
13 shame, and embarrassment in an amount to be proven at the time of trial.
14

15 **WHEREFORE**, Plaintiffs prays for judgment against Defendants RSRC MARINA CLUB, LLC;
16 TIMBERLANE HOLDINGS, LLC; TIMBERLANE PARTNERS, LLC; MARINA CLUB, LLC;
17 OLYMPIC MANAGEMENT COMPANY; CALIBRATE PROPERTY MANAGEMENT, LLC; JANE
18 DOES 1 through 3; JOHN and JANE DOES 1 through 15; and JANE DOE; jointly and severally, as more
19 set forth below.
20

21
22 **PRAYER FOR RELIEF**

23 **WHEREFORE**, the Plaintiffs who owed a duty by virtue of the Residential Landlord-Tenant Act of
24 1973 (Chapter 59.18 RCW), and the Residential Lease Agreement, by Defendants RSRC MARINA CLUB,
25 LLC; TIMBERLANE HOLDINGS, LLC; TIMBERLANE PARTNERS, LLC; MARINA CLUB, LLC;
26 OLYMPIC MANAGEMENT COMPANY; CALIBRATE PROPERTY MANAGEMENT, LLC; JANE
27 DOES 1 through 3; JOHN and JANE DOES 1 through 15; JANE DOE; its Owners, Partners, Managers,
28

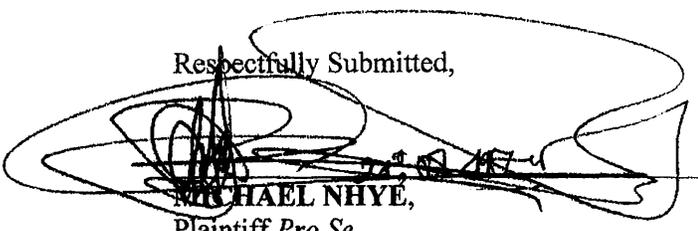
1 Agents, and Employees, to act in good faith of said Act and agreement which were breached repeatedly,
2 prays for judgment against each of the Defendants, jointly and severally, as follows:

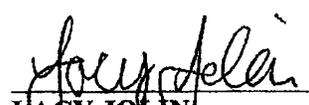
- 3 a. That judgment be entered against the Defendants, jointly and severally, in an amount that
4 will compensate the Plaintiffs for all pain and suffering suffered, and for general damages in
5 an amount to be proven at trial;
6
- 7 b. That judgment be entered against the Defendants, jointly and severally, in an amount that
8 will compensate the Plaintiffs' for special, and general damages, in an amount to be proven
9 at trial, including all pre-judgment interest thereon calculated at the maximum rate allowable
10 by law;
11
- 12 c. That judgment be entered against the Defendants, jointly and severally, in an amount that
13 will compensate the Plaintiffs' for violation of the Residential Landlord-Tenant Act of 1973
14 (Chapter 59.18 RCW), and Breach of Contract with reference to the Residential Lease
15 Agreement (Chapter 10.4; 10-5), which can be shown to be reasonable and just by the
16 evidence, exclusive of interest and cost;
17
- 18 d. That judgment be entered against the Defendants, jointly and severally, in an amount that
19 will compensate the Plaintiffs' for Negligence (Residential Lease Agreement 9), which can
20 be shown to be reasonable and just by the evidence, exclusive of interest and cost;
21
- 22 e. For the Intentional Infliction of Emotional Distress, Anxiety, Depression, and Humiliation
23 caused by the Defendants, award Plaintiffs special damages for the cost of past, present, and
24 future medical care and expense from counseling, against the Defendants, jointly and
25 severally, in an amount which can be shown to be reasonable and just by the evidence,
26 exclusive of interest and cost;
27

- 1 g. That judgment be entered against the Defendants, jointly and severally, for all the Plaintiff
2 statutory cost;
3 h. That judgment be entered against the Defendants, jointly and severally, for such other and
4 further relief as the Court deems just and equitable under the circumstances.
5

6 Dated this 25th Day of the 2nd Month, 2015 A.D.
7

8 Respectfully Submitted,
9

10 
11 MICHAEL NHYE,
12 Plaintiff Pro Se

13 
14 LACY JOLIN,
15 Plaintiff Pro Se
16
17
18
19
20
21
22
23
24
25
26
27
28