

No.74433-0

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IN THE COURT OF APPEALS  
OF THE STATE OF WASHINGTON  
DIVISION I

AMARJIT SANDHU and AMERICAN PIZZA & PASTA, INC.,

Appellants,

v.

SEATTLE CHILDREN'S HOSPITAL,

Respondent.

FILED  
Jul 01, 2016  
Court of Appeals  
Division I  
State of Washington

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ON APPEAL FROM KING COUNTY SUPERIOR COURT  
(Hon. Douglass A. North)

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**APPELLANTS' REPLY BRIEF**

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## I. INTRODUCTION

Amarjit Sandhu and American Pizza and Pasta, Inc., Defendants/Appellants, hereby provide this Court with their Reply Brief in this proceeding.

By way of short review, the following are the major participants in this proceeding with their full name and description in the left hand column and the manner in which they will be referred to in this Brief in the right hand column:

American Pizza and Pasta Inc. dba A Pizza Mart (Appellant, Defendant, operator of Pizza Mart business, and Co-Tenant to Seattle Children's Hospital)	Pizza Mart
Amarjit Sandhu (Appellant, Defendant, sole officer, sole director, and co-shareholder with spouse of Appellant American Pizza and Pasta Inc., and Co-Tenant with Pizza Mart, which entity operates the business known as A Pizza Mart)	Mr. Sandhu
Seattle Children's Hospital (Respondent, Plaintiff, and Landlord to Sandhu and Pizza Mart)	Children's
Jessica Espinosa (Property Manager of Children's with respect to Pizza Mart)	Ms. Espinosa

## II. ARGUMENT

### A. **Children's Failed to Either Respond or Substantively Respond to Key Elements of the Opening Brief of Pizza Mart**

In Appellants' Opening Brief Pizza Mart made various arguments concerning errors by the Trial Court to which Children's either failed to respond or failed to respond in a substantive manner. Pizza Mart asserts that the failure of Children's to respond substantively to some of Pizza Mart's arguments constitutes the acquiescence by Children's that it has no effective response to the arguments of Pizza Mart concerning reversible error by the Trial Court.

Pizza Mart went to considerable lengths in its Opening Brief to analyze how the term "Monetary Default" is not only defined in the Lease but how Section 22.1(a) of the Lease, which defined what would constitute a monetary default, was structured. This analysis was key to Pizza Mart's assertion that the Trial Court erred by in essence picking and choosing what portions of Section 22.1(a) of the Lease it was going to apply to reach its conclusion. Pizza Mart asserts that the Trial Court erred by seizing upon the "three (3) days" reference in Section 22.1(a) as the "cure period" without giving any legal meaning or effect to the *immediately succeeding* words "after written notice thereof." The Trial Court was specific when it ruled that Section 22.1(a) defined the cure

period as three days *and* the cure period would start and run without any written notice from the Landlord to the Tenant. (RP 28) Pizza Mart's position, which it believes is clear from the language of Section 22.1(a) of the Lease, is that the three day cure period starts *only* after issuance of a written notice to Pizza Mart to inform them of the alleged non-payment.

Pizza Mart also asserted that the Trial Court erred in its reading of Section 22.1(a) of the Lease by erroneously substituting the word "default" instead of the word "failure" in its reading of such Section, which mistake arguably led to the Trial Court's incorrect analysis of Section 22.1(a) and its interplay with Section 51 of the Lease concerning the option to extend the Lease. Pizza Mart asserts that the Trial Court's misreading of Section 22.1(a) in this manner was not simply a "slip of the tongue" but reflective of exactly how the Trial Court was reading and interpreting Section 22.1(a). Pizza Mart cites as evidence of that assertion the fact that the Trial Court's analysis and conclusion was far more consistent with this mistaken reading in understanding of the language of Section 22.1(a) than with the correct language of Section 22.1(a). Children's attempts to minimize the materiality of this error by claiming that Pizza Mart was simply arguing that the Trial Court was "confused." Rather, Pizza Mart said the Trial Court was in error in its

reading and interpretation of Section 22.1(a) and that such error led to the Trial Court making an erroneous ruling which deprived Pizza Mart of its exercise of a five year option and arguably the exercise of a second available five year option in later years.

Children's also failed to respond to Pizza Mart's analysis of how the Trial Court's interpretation of Section 22.1(a) was untenable. Not the least of these matters is the question of what possible effect or content would a written notice issued under Section 22.1(a) have if it did not make a demand for the payment of a specific amount within a specific number of days.

Children's also failed to address Pizza Mart's arguments and analysis concerning how Pizza Mart suffered a substantial forfeiture as the result of the Court's ruling, and that the Court should have, prior to making such a ruling, interpreted the Lease and considered the undisputed facts with the requisite abhorrence in equity and disfavor at law.

By failing to provide any substantive responses to the above arguments, Children's is implicitly acknowledging that it has no effective response to Pizza Mart's arguments. Because each of the foregoing arguments and their associated assignments of error to the

Trial Court ruling are so material to the Trial Court's decision, the Trial Court's Order should be reversed.

**B. Children's Cannot Overcome the Substantive Deficiencies of Their Correspondence to Pizza Mart**

Children's continues to insist, as it must, that two items of simple correspondence issued to Pizza Mart, which correspondence appears at CP 216 and CP 218-219, were proper "Notices" under the terms of the Lease and that such correspondence were in fact, as Children's has labeled them, "default notice(s)" under the terms of the Lease.

The assertion by Children's that CP 216 and CP 218-219 were "default notices" seems to be out of something like "Alice Through the Looking Glass." Any attorney, or non-attorney for that matter, reviewing CP 216 and CP 218-219 would never conclude that Children's was making a demand for payment of some amount of money that was past due or that this alleged past due amount needed to be paid by a specific date. The respective language of CP 216 and CP 218-219 simply do not make anything resembling such a demand – the language just isn't there. Furthermore, the internal records of Children's with respect to CP 216 indicate that because Children's had failed to notify Pizza Mart of a scheduled increase in the rent, and that Children's was actually foregoing the collection of the delta and some CAMs rather than

making a demand upon Pizza Mart for the payment. (CP 486) Consequently, the import of CP 216 is really to the effect that Children's was informing Pizza Mart of the correct rent amount going forward, starting April 1, 2010. That is why the letter's reference line states "Re: Current Lease rates" rather than something more ominous or threatening. An internal memo of Children's, appearing at CP 486, reflects the internal decision of Children's that due to Children's not having notified Pizza Mart of the increased rent and CAM charges, that Children's "would not back charge for any past rent or CAMs owed Seattle Children's."

In order to combat the obvious weakness of its position asserting that simple correspondence would constitute a demand for past due rent, Children's engages in yet another exercise in "Looking Glass" analysis by claiming that an actual written demand for payment of a specific amount of past due rent and a statement that such past due rent be paid no longer than a specific cure period are not actually part of the Lease. Children's argument appears at Response Brief at 13 as follows:

Pizza Mart argues that these written notices were substantively defective because they are "devoid of any demand for payment of a specific amount claimed to be past due" and "devoid of any stated cure period." Appeal 28. Pizza Mart seeks to inject new terms into the lease, which does not impose either requirement. CP 168 [22.1(a)].

The question that this analysis begs is what exactly would be contained in a document which complies with the written notice requirement of section 22.1(a) of the Lease? Whether one would entitle such a document as a “Demand For Cure” or a “Notice To Cure” issued by the Landlord to the Tenant, the clear purpose of such a document is to make it unequivocally clear to the Tenant that there is an amount of money that is past due and needs to be paid within a very specific and short period of time in order to avoid serious consequences. The inescapable fact is that CP 216 and CP 218-219 do not state any such information or assertion.

Similarly, the second letter upon which Children’s had relied was a letter from Richard Brayton to Mr. Sandhu dated November 26, 2010 which appears at CP 218-219. While that letter refers to various non-monetary matters, which will be discussed later in this Brief, such letter does not reference any amount of money which Children’s claims is past due and must be paid by a certain date. The most operative language of that letter states, after informing Pizza Mart that Children’s would not agree to any rent reduction as during the Great Recession (such requests were commonplace) Children’s was directing Pizza Mart to simply adhere to the rent scheduled provided in the Lease with the following language:

Please start paying the correct amount of \$4,046.71 immediately, as called out in Article 4 of your Lease Agreement. Failure to do so will put you in default, and we will have no choice but to take further action.

Clearly, Mr. Brayton was not alleging that Pizza Mart was in any monetary default at that time. This is a case of Children's trying to make a silk purse out of a sow's ear – it simply cannot be done. The problem for Children's is that it does not have any "silk" in the form of actual notices complying with the terms of the Lease.

**C. Children's Cannot Overcome the Procedural Deficiencies of Their Correspondence to Pizza Mart.**

Children's continues to assert, again as it must, that the simple correspondence which Children's issued to Pizza Mart which Children's claims were the "written notice" required by section 22.1 (a) of the Lease were properly issues as "notices" under the terms of the Lease. To support its contention, Children's continues to point solely at the testimony at deposition of Jessica Espinosa in which she makes the following general statement in response to a question from the undersigned appearing at CP 392-393

**Q:** Is there any information available as to how Exhibit F was conveyed to Pizza Mart, meaning by mail, registered mail, Fed Ex, currier, some other means?

**A:** It does not. I do know how I've sent it and how Richard sent it in the past.

**Q:** Which was?

**A:** Typically was we always send an email copy and then we always send a Fed Ex copy directly to the...

**Q:** When you send that type of thing, would you normally have a notation across the top of the letter to indicate transmitted via email and fed ex or overnight service?

**A:** Sometimes. We're not attorneys so you know, we probably weren't that precise.

Ms. Espinosa went on to testify, as reproduced in Appellant's Opening Brief at Appeal 29 – 30, that there was no record to indicate that the letter (CP 216) was in fact sent out by overnight courier, that Ms. Espinosa had no independent knowledge of the letter going out by overnight courier, or for that matter whether it was personally delivered or sent by registered or certified mail. Ms. Espinosa's responses concerning the manner of delivery of Exhibit G (CP 218-219) were the same as reflected above for Exhibit F (CP 216).

Of course, the explanation for Ms. Espinosa's lack of knowledge or information is made clear by her testimony that Ms. Espinosa had only started work for Children's in June of 2014 (CP 368), approximately four years after CP 216 and CP 218-219 were mailed out by Children's.

For that matter, Ms. Espinosa prefaced her testimony with the word “Typically”, which indicates that it is not a required standard or policy but just something that they do perhaps more often than not.

The testimony of Ms. Espinosa concerning delivery of CP 216 and CP 218-219 does not meet the burden of a moving party on Summary Judgment.

Summary Judgment is affirmed if “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” CR 56 (c). All facts are considered in the light most favorable to the non-moving party, *Atherton*, 115 Wash. 2d at 516, 799 P.2d 250, and summary judgment is granted only if, from all of the evidence, reasonable persons could reach but one conclusion. *Wilson v Steinbach*, 98 Wash. 2d 434, 437, 656 P.2d 1030 (1982).

*Vallandigham v. Clover Park School Dist. No. 400*, 154 Wash. 2d 16, 109 P.3d 805, at 26.

If the moving party does not sustain its burden, summary judgment should not be granted, regardless of whether the non-moving party has submitted affidavits or other evidence in opposition to the motion. *Graves v. P.J. Taggares Co.*, 94 Wash. 2d 298, 616 P.2d 1223 (1980).

*Hash By Hash v. Children’s Orthopedic Hosp. and Medical Center*, 110 Wash. 2d 912, 757 P.2d 507 (1988).

The record does not support the finding that Children’s properly issued CP 216 and CP 218-219 as “Notices” under the Lease. As a result, the correspondence which Children’s mailed out did not comply with the

Notice requirements under the Lease and cannot result in the forfeiture of Pizza Mart's Lease option under the other terms of the Lease.

**D. Pizza Mart Has Not Sought an Equitable Grace Period With Respect to the Lease**

In a classic straw man argument, Children's expends a significant amount of the argument in its Brief on its assertion that Pizza Mart is not entitled to an "equitable grace period." Pizza Mart has not alleged that it was entitled to an equitable grace period because no equitable grace period was needed. It is obvious from the record, and it is admitted by Children's, that the option to extend the Lease was timely and properly exercised by Pizza Mart so no time extension for the exercise was ever needed or requested either from Children's or from the Court. (Response Brief at 9, CP 47 & 181)

Pizza Mart did spend a portion of its Brief identifying evidence in the record, as well as appropriate citations of Washington Law, to the effect that the loss of the Lease Option to extend the Lease by Order of the Trial Court would result in a substantial forfeiture. As this Court is aware, a substantial forfeiture is abhorred in equity and disfavored in the Law. In its oral ruling, the Trial Court clearly discounted Pizza Mart's assertion that a forfeiture was occurring as a result of the Court's ruling (RP 19-26).

Because Pizza Mart was not asking for an equitable extension of time, the analysis and discussion of such a request by Children's is irrelevant to this proceeding.

E. **Children's Theory Re Unpaid Late Charges is Not Supported by Record or the Lease**

Children's makes an argument that even if the Trial Court's reasoning was defective that the Trial Court Order was still correct due to late charges being "deemed" a monetary default. However, this argument also misses the mark for various reasons, including the following:

1. There is nothing on the record to indicate that Children's ever claimed that a late charge had been incurred nor is there any record of Children's making a claim or demand for payment of a late charge that had been incurred. Instead, Children's simply cites the Court to the terms of the Lease at CP 147 and a rent schedule created by Children's, which rent schedule does not in any way reference late charges at CP 292.

2. Likewise, for the same reason that there is no record to support it one way or the other, there is no record before this Court that Pizza Mart failed to pay late charges. The failure of there to be a record one way or the other on late

charges puts this Court in the impermissible position of having to merely speculate as to whether any late charges were demanded and whether such were paid.

3. The late charge argument of Children's disregards the principle that is not just implicit but explicit in Section 22.1(a) that there be written notice and a period of time (3 days) to cure before any default occurs. To quote Section 22.1(a), it is not a monetary default "unless such failure is not cured within three (3) days after written notice thereof (the "Monetary Default"). Because there was no such written notice, there is no resulting Monetary Default.

F. **Pizza Mart's Summary Judgment Motion For Dismissal of Children's Complaint is Supported By The Undisputed Facts**

Children's fails to identify any disputed issue of material fact in opposition to Pizza Mart's Motion for Summary Judgment dismissal of Children's complaint in this proceeding. The Trial Court made no reference to finding disputed issues of material fact as to Pizza Mart's Motion for Summary Judgment dismissal of the Children's Complaint. Rather, the Trial Court, after hearing arguments and making a ruling based upon the Motion of Children's for Partial Summary Judgment as to the Lease Extension, ruled summarily as follows at RP 29:

**Mr. McArdel:** Well, I mean, I do have that Motion pending concerning the dismissal of the complaint. Its kind of largely mooted by this -- by the Court's ruling already.

**The Court:** Right, I mean, I guess I would deny that. I mean, that - -

**Mr. McArdel:** Ok.

**The Court:** I think that basically that, you know, the Lease is up here at the end of the year. Okay.

So if you have an Order for me, Mr. Caplow, I could sign that.

What Children's does rely upon are allegations of misconduct of persons whom Children's characterizes as "customers" of Pizza Mart. However, for the reasons stated in Pizza Mart's Opening Brief and reiterated here, such allegations are irrelevant as a matter of law and Pizza Mart is entitled to Summary Judgment Dismissal of Children's Complaint.

First, not a single one of the allegations of misconduct occurred *on the premises* of Pizza Mart. Pursuant to the terms of the Lease, Pizza Mart was only responsible for the behavior of its customers on the premises. Stated conversely, Pizza Mart is not responsible for the conduct of the customers (or anyone else for that matter) off the premises which is where every single one of the alleged incidents of misconduct occur.

Further, although it would constitute a disputed issue of fact, Pizza Mart disputes that this misconduct was even committed by customers of Pizza Mart. Most of the misconduct by far has to do with persons urinating or defecating in the hallway outside of the code-locked restrooms. Because the Pizza Mart customers are aware that it takes a code to open the restroom, it is more than likely that the miscreants are simply people coming in during evening hours when there are no other facilities available (any port in a storm, as they say) who then, being frustrated by the code requirement, do their business in a disgusting semi-public fashion. What makes this issue of fact *immaterial* is that the record is clear that Pizza Mart, being a good tenant and not wanting to get into an unproductive dispute over who did what and who was responsible, agreed to send employees to frequently check the hallways, to clean up when they see messes, and to pay additional janitorial fees to clean up anything that was missed. Pizza Mart has even hired a security guard to watch the hallways outside the bathrooms to prevent any such misconduct, regardless of who is the cause. What this Court can rule as a matter of law is that such steps are reasonable efforts of a Tenant to comply with the terms of the Lease and in fact go beyond the terms of the Lease in terms of monitoring the conduct of persons off the premises, whether they be customers of Pizza Mart or not.

What Children's does is ignore the legal authority which it cited in its Brief that the Lease needs to be interpreted as a whole and as a single document, and not just in part when it argues that the premises were to be used "solely" or "exclusively" for a pizza restaurant. The fact is that this is a Lease for a pizza restaurant in a heavily urban environment and that the Lease gives the explicit authorization to Pizza Mart to sell alcohol without restriction in accordance with applicable law. As permitted by the Lease, Pizza Mart does in fact sell alcohol in accordance with the law. Part of those requirements is the posting of the "No Minors" sign, which in and of itself Children's claims is a violation of the Lease (Response Brief 3). Children's also argues about what a "normal" pizza restaurant would or would not do. Obviously, what is "normal" to Children's in this context is defined only by what Children's believes to be in its best interest. The fact is that a pizza restaurant in a downtown urban location in Seattle which is fully authorized by the Lease to sell alcohol would look, sound, and act exactly like Pizza Mart.

In what is at least an incident of carelessness in this proceeding, Children's has misstated<sup>1</sup> to the Trial Court and this Court concerning asserted characterizations by the Seattle Police Department of Pizza Mart

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<sup>1</sup> To be clear, the undersigned does not believe Children's counsel to be aware that CP 269 was not an actual police report but believes Children's itself did not clarify the document source to its counsel.

as a “Bar / Night Club.” In its Motion for Summary Judgment to preclude Pizza Mart from exercising its extension of the Lease, Children’s asserted that the Seattle Police Department had characterized Pizza Mart in one of its reports as a “Bar / Night Club.” Children’s cites as authority for this characterization a document which appears at CP 269. In the Brief of Respondent filed by Children’s in this Court, Children’s again asserts that the Seattle Police had described Pizza Mart as a “Bar / Night Club,” making that reference no less than three times appearing at pages 1, 5, and 24. The following language, listed directly from the Brief of Respondent filed by Children’s, appears at the page numbers indicated below:

Page 1

This case relates to the tenancy of appellant Pizza Mart located in the medical research facility of respondent Seattle Children’s Hospital. Pizza Mart, which the Seattle Police describe as a “Bar / Nightclub,”...

Page 5

The Seattle Police issued a report that specified the Location Type of the premises as a “Bar / Night Club.” CP 136 ¶ 11; CP 269.

Page 24

A “normal” pizza restaurant does not conduct drinking games, CP 136 ¶ 6; CP 210; CP 212, and is not identified in police reports as a “Bar / Night Club.” CP 269.

The truth, which Children’s well knows, is that this alleged “police report” appearing in the record of CP 269 is not an actual police report

reflecting any findings or determinations by the Seattle Police Department.

CP 269 is simply a print out of an incident report *filed by Children's itself* on the Seattle Police Department website. As such, all of the information filled out in this online self reporting website was created by Children's and does not reflect any factual finding or even the commencement of any investigation by the Seattle Police Department. Information on CP 269 contains merely the characterizations of Pizza Mart by Children's and was completely self-serving.

The listing of the report generated and filed by Children's can be found, along with approximately 200 other incidents reported on the same incident date of May 31, 2013, in the public record at <http://web1.seattle.gov/police/records/PoliceReports/Search.aspx>. A copy of the print out of this and other incidents reported by citizens on May 31, 2013 is attached hereto in the Appendix.

The issue for this Court, viewing Pizza Mart's Motion de novo, is whether there are any disputed issues of material fact, and the answer is that there are none. As to selling alcohol on the premises, Pizza Mart is only engaging in business expressly authorized by the terms of the Lease. None of the alleged misconduct occurred on the premises of Pizza Mart, which is the standard to which Pizza Mart is held under the

terms of the Lease. Lastly, Pizza Mart has clearly acted in good faith and appropriately in order to comply with managing the behavior of persons, whether they are customers or not, outside the premises of Pizza Mart. Consequently, Pizza Mart is entitled to Summary Judgment dismissal of Children's Complaint.

### III. CONCLUSION

For the reasons stated in its Opening Brief and in this Reply Brief, Pizza Mart respectfully requests that this Court reverse the Trial Court's Order granting Partial Summary Judgment in favor of Children's, reverse the Trial Court's Order denying Summary Judgment in favor of Mr. Sandhu and Pizza Mart, vacate the Judgment entered in favor of Children's against Mr. Sandhu and Pizza Mart, award attorney's fees of Mr. Sandhu and Pizza Mart, and remand the case for further proceedings consistent with this Court's Order.

DATED this 1<sup>st</sup> day of July, 2016.

By:   
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**DECLARATION OF SERVICE**

I declare that on this 1<sup>st</sup> day of July, 2016, I caused to be served the foregoing document on counsel for Respondent, in the following manner:

**APPELLANTS' REPLY BRIEF**

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- ( ) Hand Delivery
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- ( ) Federal Express

  
\_\_\_\_\_  
William P. McArdel III

Dated: July 1, 2016  
Place: Bellevue, Washington

## **IV. APPENDIX**



GO

# SEATTLE POLICE DEPARTMENT

Service, Pride,  
Kathleen O'Toole, C

Search by (GO) Number

If you were given a GO Number, it will start with the four-digit YEAR followed by the number (YYYY-#####):

GO Number:

SEARCH

Need Help?

Question about report content? Please email the [SPD Public Request Unit](#).

Site not working? Please email the [city-wide web team](#).

[Frequently Asked Questions](#)

Disclaimer

The reports of crimes provided here are *initial* incident reports and are subject to change as the investigation proceeds. The Seattle Police Department cautions against using police

[Sign Out](#)

Online Police Reports

General Offense (GO) Reports Reports in PDF format are available for almost all crimes reported to SPD. These reports are made available within 8 hours after the event is closed.

For the major crimes of Burglaries, Robberies, Aggravated Assaults and Homicides, additional information is available in a full narrative report that is redacted. These reports are available within 3 business days after the event.

Please be aware that these reports recount initial descriptions of crime incidents. Reports are edited only to protect the privacy of the individuals involved. Dialog may be quoted and event descriptions included in some reports may not be appropriate for all viewers.

- [MOST RECENT OFFENSES](#)
- [SEARCH](#)

Offense:

reports to represent the safety of an area.

Occurred Date Range:    
 

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Search Results: Due to the large number of results returned by the specified query, only the most recent 200 reports were returned. If the desired report(s) are not listed, please modify the query to return a smaller set of results.

- May 31 2013 11:50PM - LIQUOR VIOLATION - 23XX BLOCK OF 42 AV SW
- May 31 2013 11:49PM - SHOPLIFTING - 7XX BLOCK OF 12 AV
- May 31 2013 11:42PM - PROPERTY DAMAGE - 1 AV S / S CLOVERDALE ST
- May 31 2013 11:29PM - WARRANT ARREST - 27XX BLOCK OF RAINIER AV S
- May 31 2013 11:26PM - WARRANT ARREST - 2 AV / VIRGINIA ST
- May 31 2013 11:20PM - PROPERTY DAMAGE - 1XX BLOCK OF BROADWAY E
- May 31 2013 11:18PM - INJURY - 1XX BLOCK OF S WASHINGTON ST
- May 31 2013 11:11PM - DUI - 1XX BLOCK OF N 39 ST
- May 31 2013 11:02PM - ASSAULT - 10 AV / E PIKE ST
- May 31 2013 11:00PM - BURGLARY - 87XX BLOCK OF HAMLET AV S\*
- May 31 2013 11:00PM - OTHER PROPERTY - 73XX BLOCK OF 19 AV NE
- May 31 2013 11:00PM - STOLEN PROPERTY - 6XX BLOCK OF S KING ST
- May 31 2013 10:54PM - ASSAULT - 120XX BLOCK OF AURORA AV N
- May 31 2013 10:43PM - TRESPASS - 1XX BLOCK OF OCCIDENTAL AV S
- May 31 2013 10:23PM - STAY OUT OF AREA OF DRUGS - 15XX BLOCK OF 2 AV
- May 31 2013 10:22PM - ROBBERY - 25 AV E / E MADISON ST\*
- May 31 2013 10:17PM - STOLEN PROPERTY - 11 AV / E PIKE ST
- May 31 2013 10:00PM - OTHER PROPERTY - 1XX BLOCK OF 4 AV N
- May 31 2013 10:00PM - OTHER PROPERTY - 3XX BLOCK OF 29 AV
- May 31 2013 10:00PM - VEHICLE THEFT - S HUDSON ST / 35 AV S
- May 31 2013 9:55PM - DISTURBANCE - 10XX BLOCK OF E PIKE ST
- May 31 2013 9:45PM - WARRANT ARREST - 4 AV S / S WASHINGTON ST

- May 31 2013 9:36PM - OTHER PROPERTY - 50XX BLOCK OF 47 AV S
- May 31 2013 9:30PM - VEHICLE THEFT - 14XX BLOCK OF SW WEBSTER ST
- May 31 2013 9:05PM - TRAFFIC - 28XX BLOCK OF ELLIOTT AV
- May 31 2013 9:00PM - CAR PROWL - 10XX BLOCK OF FAIRVIEW AV N
- May 31 2013 9:00PM - CAR PROWL - 1XX BLOCK OF N 35 ST
- May 31 2013 9:00PM - CAR PROWL - 23XX BLOCK OF 8 AV
- May 31 2013 9:00PM - ROBBERY - 15XX BLOCK OF 1 AV\*
- May 31 2013 9:00PM - VEHICLE THEFT - 103XX BLOCK OF MERIDIAN AV N
- May 31 2013 8:58PM - THREATS - 1 AV / UNION ST
- May 31 2013 8:55PM - PROPERTY DAMAGE - 6XX BLOCK OF 5 AV N
- May 31 2013 8:53PM - STOLEN PROPERTY - W HARRISON ST / 4 AV W
- May 31 2013 8:44PM - VEHICLE THEFT - 1 AV NE / NE 100 ST
- May 31 2013 8:41PM - THREATS - 42XX BLOCK OF S KENNY ST
- May 31 2013 8:30PM - CAR PROWL - 16 AV S / S LANE ST
- May 31 2013 8:30PM - OTHER PROPERTY - 12XX BLOCK OF NE 88 ST
- May 31 2013 8:30PM - STOLEN PROPERTY - 26XX BLOCK OF NE 49 ST
- May 31 2013 8:30PM - VEHICLE THEFT - 114XX BLOCK OF ARROYO BEACH PL SW
- May 31 2013 8:24PM - STOLEN PROPERTY - 32XX BLOCK OF SW AVALON WY
- May 31 2013 8:10PM - SHOPLIFTING - 26XX BLOCK OF NE VILLAGE LN
- May 31 2013 8:08PM - CAR PROWL - 4 AV / SPRING ST
- May 31 2013 8:02PM - TRAFFIC - ELLIS AV S / S EDDY ST
- May 31 2013 8:00PM - CAR PROWL - 23XX BLOCK OF 4 AV
- May 31 2013 7:37PM - THREATS - 25XX BLOCK OF 5 AV
- May 31 2013 7:30PM - PROPERTY DAMAGE - 50XX BLOCK OF 12 AV NE
- May 31 2013 7:27PM - CAR PROWL - 44XX BLOCK OF S GRAHAM ST
- May 31 2013 7:20PM - VEHICLE THEFT - S WELLER ST / 6 AV S
- May 31 2013 7:15PM - CAR PROWL - ALOHA ST / WESTLAKE EAST RDWY AV N
- May 31 2013 7:01PM - STOLEN PROPERTY - 53XX BLOCK OF 9 AV NE
- May 31 2013 7:00PM - BIKE THEFT - 29XX BLOCK OF MAYFAIR AV N
- May 31 2013 7:00PM - BIKE THEFT - 58XX BLOCK OF 5 AV NW
- May 31 2013 7:00PM - CAR PROWL - 12XX BLOCK OF WESTLAKE AV N
- May 31 2013 7:00PM - PROPERTY DAMAGE - 50XX BLOCK OF 22 AV NE
- May 31 2013 7:00PM - PROPERTY DAMAGE - 88XX BLOCK OF DIBBLE AV NW
- May 31 2013 7:00PM - VEHICLE THEFT - 115XX BLOCK OF PINEHURST WY NE

- May 31 2013 6:58PM - BURGLARY - 92XX BLOCK OF GREENWOOD AV N\*
- May 31 2013 6:50PM - CAR PROWL - 75XX BLOCK OF 32 AV NE
- May 31 2013 6:40PM - CAR PROWL - MAYNARD AV S / S LANE ST
- May 31 2013 6:39PM - CAR PROWL - XX BLOCK OF S MAIN ST
- May 31 2013 6:30PM - CAR PROWL - 15XX BLOCK OF 7 AV
- May 31 2013 6:30PM - VEHICLE THEFT - 6 AV S / S WELLER ST
- May 31 2013 6:10PM - WEAPON - N 160 ST / LINDEN AV N
- May 31 2013 6:09PM - DISPUTE - 84XX BLOCK OF 47 AV S
- May 31 2013 6:02PM - PROPERTY DAMAGE - 120XX BLOCK OF ROOSEVELT WY NE
- May 31 2013 6:00PM - BURGLARY - 38XX BLOCK OF WOODLAND PARK AV N\*
- May 31 2013 6:00PM - CAR PROWL - 3 AV / UNION ST
- May 31 2013 6:00PM - CAR PROWL - 40XX BLOCK OF BEACON AV S
- May 31 2013 6:00PM - OTHER PROPERTY - 13XX BLOCK OF 15 AV S
- May 31 2013 6:00PM - OTHER PROPERTY - 20XX BLOCK OF 15 AV W
- May 31 2013 6:00PM - SHOPLIFTING - 10XX BLOCK OF NE 64 ST
- May 31 2013 5:45PM - PROPERTY DAMAGE - 59XX BLOCK OF 4 AV S
- May 31 2013 5:45PM - THREATS - 26XX BLOCK OF CALIFORNIA AV SW
- May 31 2013 5:11PM - OTHER PROPERTY - 16XX BLOCK OF 4 AV
- May 31 2013 5:08PM - PROPERTY DAMAGE - 48XX BLOCK OF S KENYON ST
- May 31 2013 5:00PM - BURGLARY - 47XX BLOCK OF RAVENNA AV NE\*
- May 31 2013 5:00PM - CAR PROWL - 5 AV N / HARRISON ST
- May 31 2013 4:57PM - CAR PROWL - STEWART ST / 7 AV
- May 31 2013 4:45PM - CAR PROWL - 5 AV N / REPUBLICAN ST
- May 31 2013 4:45PM - OTHER PROPERTY - E MARGINAL WY S / ELLIS AV S
- May 31 2013 4:36PM - OTHER PROPERTY - 4XX BLOCK OF MAYNARD AV S
- May 31 2013 4:20PM - SHOPLIFTING - 4XX BLOCK OF NE NORTHGATE WY
- May 31 2013 4:15PM - BURGLARY - 10XX BLOCK OF SUMMIT AV E\*
- May 31 2013 4:15PM - VEHICLE THEFT - 27XX BLOCK OF RAINIER AV S
- May 31 2013 4:09PM - DISTURBANCE - 31XX BLOCK OF RAINIER AV S
- May 31 2013 4:08PM - DISTURBANCE - 37XX BLOCK OF 14 AV S
- May 31 2013 4:05PM - OTHER PROPERTY - 91XX BLOCK OF RAINIER AV S
- May 31 2013 4:04PM - OTHER PROPERTY - 73XX BLOCK OF ROOSEVELT WY NE

- May 31 2013 4:00PM - PROPERTY DAMAGE - N 36 ST / DAYTON AV N
- May 31 2013 3:55PM - CAR PROWL - 9XX BLOCK OF 33 AV
- May 31 2013 3:47PM - THREATS - 17XX BLOCK OF BROADWAY
- May 31 2013 3:40PM - VEHICLE THEFT - 55XX BLOCK OF S LEO ST
- May 31 2013 3:30PM - PROPERTY DAMAGE - NE 45 ST / ROOSEVELT WY NE
- May 31 2013 3:30PM - SHOPLIFTING - 5XX BLOCK OF 1 AV N
- May 31 2013 3:10PM - COUNTERFEIT - 6XX BLOCK OF 3 AV
- May 31 2013 3:04PM - COUNTERFEIT - 1XX BLOCK OF N 85 ST
- May 31 2013 3:00PM - SHOPLIFTING - 28XX BLOCK OF SW BARTON ST
- May 31 2013 3:00PM - THREATS - 17XX BLOCK OF BROADWAY
- May 31 2013 3:00PM - VEHICLE THEFT - 6 AV / YESLER WY
- May 31 2013 3:00PM - WARRANT ARREST - 5XX BLOCK OF BELMONT AV E
- May 31 2013 2:56PM - CAR PROWL - 43XX BLOCK OF STONE WY N
- May 31 2013 2:52PM - THREATS - 94XX BLOCK OF 16 AV SW
- May 31 2013 2:46PM - ASSAULT - 19XX BLOCK OF 1 AV W
- May 31 2013 2:45PM - THREATS - 19XX BLOCK OF WESTLAKE AV
- May 31 2013 2:45PM - THREATS - 19XX BLOCK OF WESTLAKE AV
- May 31 2013 2:30PM - OTHER PROPERTY - 28XX BLOCK OF SW BARTON ST
- May 31 2013 2:14PM - PROPERTY DAMAGE - 7XX BLOCK OF MAYNARD AV S\*
- May 31 2013 2:07PM - BURGLARY - 28XX BLOCK OF S BRADFORD PL\*
- May 31 2013 2:00PM - BURGLARY - 38XX BLOCK OF SW FINDLAY ST\*
- May 31 2013 1:45PM - FRAUD - 70XX BLOCK OF 15 AV NE
- May 31 2013 1:41PM - VEHICLE THEFT - 106XX BLOCK OF 63 AV S
- May 31 2013 1:40PM - OTHER PROPERTY - 12XX BLOCK OF 3 AV
- May 31 2013 1:35PM - PROPERTY DAMAGE - 8XX BLOCK OF W NICKERSON ST
- May 31 2013 1:30PM - NARCOTICS - 14XX BLOCK OF 2 AV
- May 31 2013 1:00PM - BURGLARY - 60XX BLOCK OF 48 AV SW\*
- May 31 2013 1:00PM - CAR PROWL - 2 AV / UNION ST
- May 31 2013 1:00PM - PROPERTY DAMAGE - 101XX BLOCK OF RAINIER AV S
- May 31 2013 1:00PM - VEHICLE THEFT - 110XX BLOCK OF 5 AV NE
- May 31 2013 12:30PM - OTHER PROPERTY - 18 AV / E YESLER WY
- May 31 2013 12:05PM - CAR PROWL - 20XX BLOCK OF 1 AV
- May 31 2013 12:05PM - CAR PROWL - 20XX BLOCK OF 1 AV
- May 31 2013 12:00PM - BURGLARY - 31XX BLOCK OF W COMMODORE WY\*
- May 31 2013 12:00PM - BURGLARY-SECURE PARKING-RES - XX

BLOCK OF DRAVUS ST\*

- May 31 2013 12:00PM - CAR PROWL - 25XX BLOCK OF BOYER AV E
- May 31 2013 12:00PM - CAR PROWL - 98XX BLOCK OF 55 AV S
- May 31 2013 12:00PM - FRAUD - 6XX BLOCK OF 8 AV S
- May 31 2013 12:00PM - ILLEGAL DUMPING - 89XX BLOCK OF 14 AV S
- May 31 2013 12:00PM - OTHER PROPERTY - 103XX BLOCK OF AURORA AV N
- May 31 2013 12:00PM - PROPERTY DAMAGE - 120XX BLOCK OF 25 AV NE
- May 31 2013 11:32AM - CAR PROWL - 73XX BLOCK OF ROOSEVELT WY NE
- May 31 2013 11:30AM - SHOPLIFTING - 12XX BLOCK OF ALASKAN WY
- May 31 2013 11:20AM - BURGLARY - 50XX BLOCK OF 29 AV S\*
- May 31 2013 11:00AM - PROPERTY DAMAGE - 4XX BLOCK OF NE 88 ST
- May 31 2013 10:30AM - SHOPLIFTING - 5XX BLOCK OF PINE ST
- May 31 2013 10:29AM - STOLEN PROPERTY - MARTIN LUTHER KING JR WY S / S GRAHAM ST
- May 31 2013 10:11AM - PROPERTY DAMAGE - 47XX BLOCK OF UNIVERSITY WY NE
- May 31 2013 10:10AM - TRESPASS - 42XX BLOCK OF 23 AV W
- May 31 2013 10:00AM - OTHER PROPERTY - 10XX BLOCK OF BELMONT PL E
- May 31 2013 9:42AM - FRAUD - 55XX BLOCK OF 32 AV S
- May 31 2013 9:30AM - DISTURBANCE - 47XX BLOCK OF UNIVERSITY WY NE
- May 31 2013 9:15AM - ASSAULT - 29XX BLOCK OF SW AVALON WY
- May 31 2013 9:02AM - DISTURBANCE - 100XX BLOCK OF GREENWOOD AV N
- May 31 2013 9:00AM - BURGLARY - 45XX BLOCK OF S WILLOW ST\*
- May 31 2013 9:00AM - CAR PROWL - 6XX BLOCK OF PINE ST
- May 31 2013 8:57AM - ASSAULT - 143XX BLOCK OF LINDEN AV N
- May 31 2013 8:30AM - BIKE THEFT - 18XX BLOCK OF NW 65 ST
- May 31 2013 8:30AM - BURGLARY - 97XX BLOCK OF ROOSEVELT WY NE\*
- May 31 2013 8:00AM - FRAUD - 9XX BLOCK OF SENECA ST
- May 31 2013 8:00AM - OTHER PROPERTY - 37XX BLOCK OF SW 104 ST
- May 31 2013 8:00AM - VEHICLE THEFT - 14XX BLOCK OF 15 AV
- May 31 2013 7:04AM - WARRANT ARREST - NE BLAKELEY ST / 25 AV NE
- May 31 2013 7:00AM - VEHICLE THEFT - 59XX BLOCK OF 37 AV S
- May 31 2013 6:52AM - VEHICLE THEFT - 10XX BLOCK OF W NICKERSON ST

- May 31 2013 6:45AM - CAR PROWL - BATTERY ST / WESTERN AV
- May 31 2013 6:24AM - CAR PROWL - 11XX BLOCK OF N 92 ST
- May 31 2013 6:23AM - OTHER PROPERTY - 125XX BLOCK OF 19 AV NE
- May 31 2013 6:00AM - BIKE THEFT - 32XX BLOCK OF 24 AV W
- May 31 2013 6:00AM - THREATS - 10XX BLOCK OF SPRING ST
- May 31 2013 5:48AM - BURGLARY - 30XX BLOCK OF 16 AV S\*
- May 31 2013 5:30AM - CAR PROWL - 38XX BLOCK OF DISCOVERY PARK BV
- May 31 2013 5:30AM - CAR PROWL - 38XX BLOCK OF DISCOVERY PARK BV
- May 31 2013 5:20AM - TRESPASS - 17XX BLOCK OF 15 AV
- May 31 2013 5:18AM - OTHER PROPERTY - 5XX BLOCK OF 4 AV
- May 31 2013 5:00AM - BURGLARY - 63XX BLOCK OF 51 AV S\*
- May 31 2013 4:56AM - PROPERTY DAMAGE - 90XX BLOCK OF SEWARD PARK AV S
- May 31 2013 3:46AM - BURGLARY - 1XX BLOCK OF S BRANDON ST\*
- May 31 2013 3:34AM - DISTURBANCE - 81XX BLOCK OF 14 AV SW
- May 31 2013 2:33AM - VEHICLE THEFT - 63XX BLOCK OF SWIFT AV S
- May 31 2013 2:32AM - DISTURBANCE - 5XX BLOCK OF 14 AV E
- May 31 2013 2:30AM - CAR PROWL - 50XX BLOCK OF 20 AV NE
- May 31 2013 2:12AM - PROPERTY DAMAGE - 123XX BLOCK OF 15 AV NE
- May 31 2013 2:00AM - BIKE THEFT - 36XX BLOCK OF WOODLAND PARK AV N
- May 31 2013 2:00AM - CAR PROWL - SUMMIT AV E / E JOHN ST
- May 31 2013 1:53AM - BURGLARY - 2327 1 / 2 15 AV S\*
- May 31 2013 1:38AM - PROPERTY DAMAGE - 62XX BLOCK OF BROOKLYN AV NE
- May 31 2013 1:23AM - DISTURBANCE - 8XX BLOCK OF MAYNARD AV S
- May 31 2013 1:15AM - THREATS - 3 AV / BLANCHARD ST
- May 31 2013 12:42AM - NARCOTICS - 20XX BLOCK OF 2 AV
- May 31 2013 12:35AM - CAR PROWL - 9XX BLOCK OF E PINE ST
- May 31 2013 12:30AM - PROPERTY DAMAGE - 19XX BLOCK OF 9 AV
- May 31 2013 12:13AM - ASSAULT - 120XX BLOCK OF AURORA AV N\*
- May 31 2013 12:10AM - TRESPASS - 16XX BLOCK OF 11 AV
- May 31 2013 12:01AM - CAR PROWL - 83XX BLOCK OF 37 AV S
- May 31 2013 12:01AM - OTHER PROPERTY - 59XX BLOCK OF 42 AV SW
- May 31 2013 12:01AM - PROPERTY DAMAGE - 15XX BLOCK OF NW MARKET ST
- May 31 2013 12:00AM - CAR PROWL - 34XX BLOCK OF 18 AV S
- May 31 2013 12:00AM - CAR PROWL - 6XX BLOCK OF SW OHELLO ST

- May 31 2013 12:00AM - FRAUD - 39XX BLOCK OF S KENYON ST
- May 31 2013 12:00AM - VEHICLE THEFT - 47XX BLOCK OF 32 AV S
- May 30 2013 11:30PM - OTHER PROPERTY - 15XX BLOCK OF 7 AV
- May 30 2013 11:30PM - VEHICLE THEFT - 42XX BLOCK OF 8 AV NE
- May 30 2013 11:00PM - CAR PROWL - 32XX BLOCK OF 17 AV S
- May 30 2013 11:00PM - CAR PROWL - 35XX BLOCK OF 27 PL W
- May 30 2013 10:00PM - BURGLARY - 10XX BLOCK OF BELMONT AV E\*
- May 30 2013 10:00PM - CAR PROWL - 3 AV / VIRGINIA ST
- May 30 2013 10:00PM - THREATS - 55XX BLOCK OF 20 AV S
- May 30 2013 10:00PM - VEHICLE THEFT - PHINNEY AV N / N 50 ST
- May 30 2013 9:30PM - CAR PROWL - 12XX BLOCK OF 10 AV
- May 30 2013 9:30PM - VEHICLE THEFT - 22 AV NE / NE 50 ST
- May 30 2013 9:00PM - BIKE THEFT - N 49 ST / FREMONT AV N

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