FILED
SUPREME COURT
STATE OF WASHINGTON
10/16/2020 9:12 AM
BY SUSAN L. CARLSON
CLERK

No. 98221-0

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

MARIA JESUS SARALEGUI BLANCO,

Petitioner,

vs.

ERNESTO HERNANDEZ, TERI HERNANDEZ and the marital community comprised thereof,

Respondents,

and

DAVID GONZALEZ SANDOVAL,
ALEXANDRA BARAJAS GONZALEZ, and the marital community comprised thereof,

Defendants.

REPLY BRIEF OF PETITIONER

Derek K. Moore,
WSBA No. 37921
BISHOP LEGAL
Attorney for Petitioner
19743 First Avenue South
Seattle, WA 98148
(206) 592-9000
derek@bishoplegal.com

TABLE OF CONTENTS

I.	**ARGUMENT IN REPLY**	**1**
	A. The Landlords owed duties to their tenants' guests under this Court's recent holding in *Gerlach v. The Cove Apartments, LLC*.	**3**
	B. The Landlords owed duties to Ms. Blanco under *Oliver* and *Gerlach* even if she were found to be a social guest and without any common area requirement.	**9**
	C. No statutory "dangerous dog" determination is required for the Landlords to have knowledge of the danger posed by the pit bull and the injuries that could have been reasonably foreseen.	**12**
II.	**CONCLUSION**	**14**

TABLE OF AUTHORITIES

Washington Published Cases

Andrews v. McCutcheon, 17 Wn.2d 340, 135 P.2d 459 (1943)	10 n.9
Babcock v. Mason County Fire Dist. No. 6., 144 Wn.2d 774, 30 P.3d 1261 (2001)	1
Degel v. Majestic Mobile Manor, Inc., 129 Wn.2d 43, 51, 914 P.2d 728 (1996).	11
Flannery v. Nelson, 59 Wn.2d 120, 366 P.2d 329 (1961)	10 n.9
Foisy v. Wyman, 83 Wn.2d 22, 515 P.2d 160 (1973)	5, 8
Gerlach v. Cove Apartments, LLC, __Wn.2d__, __P.3d__, No. 97325-3, 2020 Wash. LEXIS 441 (Aug. 27, 2020)	*passim*
Gerlach v. The Cove Apartments, LLC, 8 Wn. App. 2d 813, 446 P.3d 624 (Div. 1, 2019)	6
Lian v. Stalick (I), 106 Wn. App. 811, 25 P.3d 467 (2001)	7
Lian v. Stalick (II), 115 Wn. App. 590, 62 P.3d 933 (Div. 3, 2003)	7 n.7
McCourtie v. Bayton, 159 Wash. 418, 294 P. 238 (1930)	10 n.9
Oliver v. Cook, 194 Wn. App. 532, 377 P.3d 265 (Div. 2, 2016)	*passim*
Phillips v. Greco, 7 Wn. App. 2d 1, 433 P.3d 509 (2018)	6
Regan v. City of Seattle, 76 Wn.2d 501, 458 P.2d 12 (1969)	10 n.9
Rossiter v. Moore, 59 Wn.2d 722, 370 P.2d 250 (1962)	10 n.9

Singleton v. Jackson, 85 Wn. App 835, 935 P.2d 644 (Div. 2, 1997) — 11

Sligar v. Odell, 156 Wn. App. 720, 233 P.3d 914 (Div. 1, 2010) — 12 n.13

State v. Rose, 128 Wn.2d 388, 909 P.2d 280 (1996) — 11

State v. Seagull, 95 Wn.2d 898, 632 P.2d 44 (1981) — 11

Thompson v. Katzer, 86 Wn. App. 280, 936 P.2d 421 (Div. 2, 1997) — 10

Wright v. Miller 93 Wn. App. 189, 963 P.2d 934 (Div. 1, 1998) — 7

United States District Court Cases

Pinckney v. Smith, 484 F. Supp. 2d 1177 (W.D. Wash. 2007) — 6, 7, 8

Out of State Cases

Sargent v. Ross, 113 N.H. 388, 308 A.2d 528 (1973) — 5

Uccello v. Laudenslayer, 44 Cal.App.3d 504, 118 Cal.Rptr. 741, 81 A.L.R.3d 628 (1975) — 15

Restatements

Restatement (Second) of Property: Landlord and Tenant § 17.6 (1977) — *passim*

Statutes

RCW 16.08.070 — 12, 13

Residential Landlord-Tenant Act of 1973, Chapter 59.18 RCW ("RLTA") — 2, 2 n.2, 4

RCW 59.18.060 (15) — 4

I. ARGUMENT IN REPLY

Respondents Ernesto and Teri Hernandez (collectively, "the Landlords") owed duties to Petitioner Maria Saralegui Blanco under premises liability rules for which there is no "dog bite exception" under Oliver v. Cook, 194 Wn. App. 532, 377 P.3d 265 (Div. 2, 2016). These duties apply not just to the pit bull, which is a "condition of the land" under Oliver, but also to the chewed and weathered fence that the Landlords knew or should have known was inadequate to contain the pit bull.

Respondents argue that they owed no duties because they did not possess or control the property, and that they had no knowledge that the pit bull on the property was potentially dangerous. Both of these conclusory arguments improperly rely on resolving disputed facts in the *Landlords' favor* contrary to summary judgment standards, in which facts and reasonable inferences therefrom are to be considered in a light most favorable to the nonmoving party, which is Ms. Blanco in this case. Babcock v. Mason County Fire Dist. No. 6., 144 Wn.2d 774, 784, 30 P.3d 1261 (2001).

As discussed extensively in Petitioner's opening brief, the Landlords explicitly retained control over both animals and changes to the premises under the written lease when it was in

effect.[1] The lease is the instrument by which the tenants gain a right to possess the property. It cannot follow that the expiration of the lease leads to less control over animals and improvements by the Landlords then when the lease was in effect. This Court's recent holding in Gerlach v. Cove Apartments, LLC, __Wn.2d__, __P.3d__, No. 97325-3, 2020 Wash. LEXIS 441 (Aug. 27, 2020) is not helpful to the Landlords as they contend. In Gerlach, this Court held that landlords did not owe statutory duties to guests of tenants under the RLTA,[2] but that they did owe duties under the common law, at least as expressed in the Restatement (Second) of Property: Landlord and Tenant § 17.6 (1977). The Gerlach decision supports Ms. Blanco's claims, which are brought under the common law and were never brought under the RLTA.

The Landlords also seek to resolve disputed facts in their favor in asserting they had no knowledge of the dangerous propensities of the pit bull. This question goes to whether the Landlords knew or should have known that the pit bull and the chewed and weathered fence presented an unreasonably dangerous condition of the land. It is not required that the pit bull had been declared a dangerous dog by the authorities for the Landlords to

---

[1] See Brief of Petitioner, Pages 10-13 (facts) and Pages 31-37 (authority)
[2] Residential Landlord-Tenant Act of 1973, Chapter 59.18 RCW ("RLTA")

realize the danger. It is admitted that the Landlords knew the tenants had a pit bull on the property. The pit bull breed is known to be potentially dangerous – so much so that the Legislature has authorized local breed bans with exceptions for individual animals. Applying proper summary judgment standards, the Court should accept the testimony of Elvia Sandoval that landlord Ernesto Hernandez was on the property on a daily basis, and that the pit bull would exhibit aggression toward strangers on the property. Ms. Blanco and her companions also testified they knew to stay clear of the aggressive dog, but felt safe because the dog appeared to be contained by the fence. From this testimony, as well as the photographic evidence of the chewed-up fence board, a jury can find that the Landlords knew this particular pit bull was a danger, and that the fence was inadequate to contain it.

A. **The Landlords owed duties to their tenants' guests under this Court's recent holding in *Gerlach v. The Cove Apartments, LLC*.**

This Court most recently addressed a landlord's duties to a tenant's guests in Gerlach v. The Cove Apartments, LLC, __Wn.2d__, __P.3d__, No. 97325-3, 2020 Wash. LEXIS 441 (Aug. 27, 2020). Gerlach was decided after Petitioner's brief was

filed in this matter but cited by Respondents in their brief.[3] Respondents cited Gerlach for its holding that "a tenant's guest does not have a cause of action against the RLTA"[4] However, Ms. Blanco's claims are not based on the RLTA, but under the common law. For this reason, Respondents' reliance on RCW 59.18.060 (15) is also misplaced,[5] since it addresses duties owed by the landlord to the tenant under the RLTA; it does not provide for landlords' immunity to tort claims of tenants' guests or invitees.

Respondents ignored this Court's holding that the landlord owed duties under the common law as expressed in the Restatement (Second) of Property: Landlord and Tenant § 17.6 (1977), which provides:

> A landlord is subject to liability for physical harm caused to the tenant and others upon the leased property with the consent of the tenant or his subtenant by a dangerous condition existing before or arising after the tenant has taken possession, if he has failed to exercise reasonable care to repair the condition and the existence of the condition is in violation of:
>
> (1) an implied warranty of habitability; or
>
> (2) a duty created by statute or administrative regulation.

---

[3] Brief of Respondents, page 10 n.1
[4] Id.
[5] Id., Pages 7-8

Restatement (Second) of Property: Landlord and Tenant § 17.6 (1977), as quoted in Gerlach, 2020 Wash. LEXIS 441 at *19 (Aug. 27, 2020).

In Gerlach, this Court adopted §17.6 and found that a decayed balcony railing in a residential apartment unit could be considered a breach of the implied warranty of habitability for which the landlord could be found liable to a tenant's guest. The implied warranty of habitability, as distinct from any duties under the RLTA, was recognized in Foisy v. Wyman, 83 Wn.2d 22, 28-29, 515 P.2d 160 (1973). The Gerlach Court cited the Foisy Court's reasoning that "there was 'little justification for following a rule [of caveat emptor] that was developed for an agrarian society and has failed to keep pace with modern day realities.'" Gerlach at *23 *quoting* Foisy, 83 Wn.2d at 28. This Court adopted the reasoning of Sargent v. Ross, a New Hampshire case, in showing that landlord immunity was equally outdated:

> By recognizing an implied warranty of habitability for residential rental property and abandoning caveat emptor in this area, "we discarded the very legal foundation and justification for the landlord's immunity in tort for injuries to the tenant or third persons." Absent such immunity, whether a landlord is liable to a tenant's guest for injuries caused by the landlord's breach of the implied warranty of habitability is a straightforward question of common law negligence.

Id. *quoting* Sargent v. Ross, 113 N.H. 388, 397, 308 A.2d 528, 533-34 (1973).

The Gerlach decision defeats Respondents' extensive reliance upon Phillips v. Greco, 7 Wn. App. 2d 1, 433 P.3d 509 (2018).[6] Division One's similar reliance on Phillips in Gerlach v. The Cove Apartments, LLC, 8 Wn. App. 2d 813, 446 P.3d 624 (Div. 1, 2019) was overturned by this Court for inadequate analysis of duties owed to tenants' guests:

> Division One ruled that the trial court erred because "Washington has adopted § 17.6 only in cases where a landlord's negligence is alleged by a tenant" and that "section has not been adopted in the context of claims by nontenants." Gerlach, 8 Wn. App. 2d at 832-33 (*citing* Phillips, 7 Wn. App. 2d at 6-7). This is an accurate description based on the nature of the claims in the prior cases, **but the Court of Appeals did not conduct any further analysis as to whether the Restatement section extends a duty to tenants' guests, including Gerlach**.

Gerlach, 2020 Wash. LEXIS 441 at *20 (emphasis added)

As noted in Justice McCloud's dissent in Gerlach, application of § 17.6 raises the question of "what it means for a dwelling to be 'uninhabitable.'" Id. at *51 (McCloud, J. Dissent). The dissent noted that this "is an open question in our court," citing the Federal District Court decision in Pinckney v. Smith, 484 F. Supp. 2d 1177, 1182 (W.D. Wash. 2007). The Pinckney court noted a split in Washington appellate authority between Division One of the Court of Appeals, which held that a dwelling must be

---

[6] See Brief of Respondents, pages 8-10 and 22

"actually unfit to live in" for the warranty of habitability to be breached, and Division Three's holding that the warranty is breached "whenever the defects of a structure pose an actual or potential safety hazard to its occupants." Pinckney v. Smith, 484 F. Supp. 2d at 1182 *citing* Wright v. Miller, 93 Wn. App. 189, 200-01, 963 P.2d 934 (Div. 1, 1998) *and* Lian v. Stalick (I), 106 Wn. App. 811, 818, 25 P.3d 467 (2001).[7] The Pinckney court concluded that this Court would follow Division Two's rule in Lian I:

> [T]his Court concludes that the Washington Supreme Court would hold that Plaintiff does not need to prove that the building was actually unfit to live in to prove a violation of the warranty of habitability.

Pinckney v. Smith, 484 F. Supp. 2d at 1184.

---

[7] In Lian II, Division Three upheld the trial court's ruling that the defendant landlord was liable to his tenant under the Restatement (Second) of Property: Landlord and Tenant § 17.6 (1977). Lian v. Stalick (II), 115 Wn. App. 590, 62 P.3d 933 (Div. 3, 2003). The Lian II court summarized the test, as applied to tenants, as follows:

> Hence, to prevail on a § 17.6 claim, the tenant must show: (1) that the condition was dangerous, (2) that the landlord was aware of the condition or had a reasonable opportunity to discover the condition and failed to exercise ordinary care to repair the condition, and (3) that the existence of the condition was a violation of an implied warranty of habitability or a duty created by statute or regulation.

Lian II, 115 Wn. App. at 595. The Lian II court also found:

> This rule applies even when the dangerous condition occurs in an area of the premises under the control of the tenant so long as the defect constitutes a violation of either the implied warranty of habitability or a duty imposed by statute or regulation.

Id. at 594.

In Gerlach, the majority proved the Pinckney court's prediction to be true. Going back to its Foisy decision, this Court explained that placing duties on landlords' under § 17.6 is necessary to protect the community from health hazards and dangerous conditions:

> Our decision in Foisy recognizing landlords' common law duties under the implied warranty of habitability is entirely consistent with this jurisprudential trend. There, we observed that housing conditions that violate the implied warranty of habitability "are a health hazard, **not only to the individual tenant, but to the community** which is exposed to said individual." **That community includes the tenant's guests, who may be exposed to health hazards presented by a dangerous condition** on the leased premises in violation of the implied warranty of habitability. Consistent with the reasoning in Foisy, we adopt Restatement § 17.6 to the extent that we recognize a landlord's liability in tort to tenants and their guests for breach of the implied warranty of habitability.

Gerlach at *23 *quoting* Foisy, 83 Wn.2d at 28. (emphasis added). Under this rationale, it follows that the Landlords in this case owe duties under § 17.6 to protect the community, including Ms. Blanco, from health hazards posed by dangerous conditions of the aggressive dog and the chewed-up fence on their property when they knew or had reason to know of these conditions, had the right to abate them, yet failed to take reasonable action to do so.

B. The Landlords owed duties to Ms. Blanco under *Oliver* and *Gerlach* even if she were found to be a social guest and without any common area requirement.

As discussed in Ms. Blanco's opening brief, facts support a finding that Ms. Blanco was an invitee on premises, and that the Landlords owed her duties as set forth under Oliver v. Cook, 194 Wn. App. 532, 377 P.3d 265 (Div. 2, 2016). Respondents contend that Oliver does not apply to landlords.[8] Yet in Oliver, plaintiff Steven Oliver was a tenant of defendant Eugene Mero, though the tenancy was based on barter for services performed:

> Steven Oliver operated an automobile shop that was located on Eugene Mero's property in Grays Harbor County. In exchange for using Mero's property, Oliver performed repair and maintenance work for Mero.

Oliver v. Cook, 194 Wn. App. at 535. Defendant Henry Cook brought his pit bull mix dog named "Scrappy" onto the property with Defendant Mero's knowledge and consent, where it attacked plaintiff and tenant Steven Oliver. Id. at 535-536. Scrappy was owned by the guest and attacked the tenant, as opposed to being owned by the tenant and attacking the guest. This illustrates that landlords can owe a common law duty to a tenant, and therefore to

---

[8] Brief of Respondents, page 19

an invitee or guest, to protect them from pit bull attacks under Washington law, under which landlords owe the same duties.[9]

The Gerlach decision supports the Landlord's liability in this case even if Ms. Blanco were found to be a social guest rather than an invitee and even if the driveway where she was attacked were not found to be a common area of the premises. Ms. Gerlach was a social guest of her boyfriend, Nathan Miller, which makes her a licensee rather than an invitee. *See* Thompson v. Katzer, 86 Wn. App. 280, 286, 936 P.2d 421 (Div. 2, 1997) as discussed in Brief of Petitioner, pages 29-30.[10] In Gerlach, this Court found the landlord owed a duty to the guest, even though the dangerous

---

[9] This Court recognized this in Gerlach as well:

> We have long held that landlords owe the same common law duties to tenants and their guests. *See, e.g.*, [Regan v. City of Seattle, 76 Wn.2d 501, 505, 458 P.2d 12 (1969)] (holding landlord is liable "'to his tenant or the tenant's guest'" for a negligent repair (quoting [Rossiter v. Moore, 59 Wn.2d 722, 725, 370 P.2d 250 (1962)]; Flannery v. Nelson, 59 Wn.2d 120, 123, 366 P.2d 329 (1961) (holding landlord liable to employee of tenant for hidden defect); Andrews v. McCutcheon, 17 Wn.2d 340, 345, 135 P.2d 459 (1943) (landlord has duty to maintain premises reserved under its control in a safe condition for use by "tenants and their invitees"); McCourtie v. Bayton, 159 Wash. 418, 423-24, 294 P. 238 (1930) (recognizing "the guest, servant, etc., of the tenant is usually held to be so identified with the tenant that his right of recovery for injury as against the landlord is neither more nor less than that of the tenant would be").

Gerlach at *25-26

[10] As discussed in Petitioner's opening brief, higher duties are owed to an invitee than to a licensee. See Brief of Petitioner, pages 28-29. Ms. Blanco contends that the Landlords owed her duties as an invitee, but that even if she were found to be a licensee the facts support a finding that the Landlords breached duties owed to her as a licensee because there were no warnings and that Ms. Blanco did not know or have reason to know of the poor condition of the fence.

condition was not in a common area of the apartment building. "Kimberly Gerlach fell from the second-story balcony of her boyfriend's unit at the Cove Apartments when the decayed balcony railing gave way." Gerlach at *2.

Ms. Blanco was in the driveway of the subject property when she was attacked, which is a common area comparable to those of a multi-family apartment building or mobile home park. *See* Degel v. Majestic Mobile Manor, Inc., 129 Wn.2d 43, 914 P.2d 728 (1996) (holding mobile home park owner could be liable for failing to put a fence between a play area and a creek to prevent children from drowning). Since the driveway was not fenced and there were no signs prohibiting entry, the driveway was "open to the public." Singleton v. Jackson, 85 Wn. App 835, 841 n.2, 935 P.2d 644 (Div. 2, 1997) *citing* State v. Rose, 128 Wn.2d 388, 392, 909 P.2d 280 (1996) *and* State v. Seagull, 95 Wn.2d 898, 902, 632 P.2d 44 (1981). Indeed, Elvia Sandoval's testimony shows that meter readers and other strangers were exposed to the danger of the pit bull and unknowingly exposed to the danger of the chewed-up fence.[11]

---

[11] CP 369-370 (Elvia Sandoval deposition, Pages 44:11-45:15)

C. No statutory "dangerous dog" determination is required for the Landlords to have knowledge of the danger posed by the pit bull and the injuries that could have been reasonably foreseen.

Respondents incorrectly suggest that Enzo, the pit bull that attacked Ms. Blanco, would have to have been found to be a "dangerous dog" under RCW 16.08.070 for the Landlords to have notice of its dangerous propensities.[12] A prior dangerous dog declaration may be evidence of dangerous tendencies, but it is not required under Oliver, as discussed below. Knowledge of aggressive behavior, particularly of a breed known for dangerous propensities, is sufficient to show foreseeable harm.[13] Ironically, the more vicious the dog is on its first attack, and the greater the damage it does, the less likely it will survive to be declared a dangerous dog, as illustrated by the fact that Enzo was euthanized as a result of the attack in this case.[14]

In Oliver v. Cook, the subject pit bull had been declared a "potentially dangerous dog" following incidents in 2004 and 2007,

---

[12] Brief of Respondents, page 21 ("Enzo was not a dangerous dog under the plain language of the statute.") Respondents also incorrectly suggest that a statutory "dangerous dog" determination was required under Oliver. Id., Pages 19-20.

[13] "The amount of control required is that which would be exercised by a reasonable person based upon the total situation at the time, including the past behavior of the animal and the injuries that could have been reasonably foreseen." Sligar v. Odell, 156 Wn. App. 720, 732, 233 P.3d 914 (Div. 1, 2010)

[14] CP 236 ("On the day of the incident, I made the decision to put Enzo down. I assisted the Animal Control by injecting Enzo myself." Declaration of Defendant David Gonzalez Sandoval ¶ 9)

prior to the subject attack on Mr. Oliver in 2010. Plaintiff "Oliver conceded that Scrappy was not a dangerous dog under RCW 16.08.070." Oliver, 194 Wn. App at 537. In addition to landlord defendant Eugene Mero, and defendant dog owner Henry Cook, plaintiff Steven Oliver sued Gray's Harbor County for an alleged failure to declare Scrappy a dangerous dog under its own sheriff's department policies, which were apparently more restrictive than the statutory criteria. Id. at 537-538 The Court of Appeals affirmed dismissal of Mr. Oliver's claims against Gray's Harbor County under the public duty doctrine on the grounds that "failure to enforce exception cannot be based upon an alleged violation of departmental policy but must be based on a duty that arises from a statute or ordinance." Id. at 538 (Gray's Harbor County's argument); Id. at 540-542 (upholding dismissal based on same.)

With respect to Mr. Oliver's claims against landlord defendant Eugene Mero, the Court of Appeals did not cite any evidence that Mr. Mero knew about either the "potentially dangerous dog" designation or the prior incidents in 2004 and 2007. The Court of Appeals cited only the following facts for Mr. Mero's knowledge of the risk of harm from the dog:

> Mero knew Scrappy could be aggressive; Scrappy often barked at passing strangers, and Mero avoided approaching vehicles when he knew Scrappy was in them.

Id. at 535. From that, the Court of Appeals found:

> Regarding whether Mero failed to exercise reasonable care to protect Oliver from Scrappy, Mero was aware that he and Cook had left Scrappy in the truck at the shop with the window down, where Scrappy could lunge out to attack Oliver. This evidence raises a question of material fact about whether Mero failed to protect Oliver from the danger he knew Scrappy posed.

Id. at 545. In this case, resident Elvia Sandoval testified that the dog was protective of the family (at least until it attacked her) and that it would bark at meter readers and others who would come to the house.[15] She specifically testified that the dog would bark at Ernesto Hernandez when he was there and that Mr. Hernandez avoided "getting close to the dog."[16] From that, as well as the testimony of Ms. Blanco and her companions that the dog was aggressive, barking, and jumping in a violent manner when they were there, a jury could infer that Mr. Hernandez knew about the danger posed by the pit bull.[17]

II. CONCLUSION

For the aforesaid reasons, Petitioner Maria Saralegui Blanco respectfully reiterates her request that this Court affirm Oliver and reverse the dismissal of her claims against the

---

[15] CP 369-370 (Elvia Sandoval deposition, Pages 44:11-45:15)
[16] CP 370-372 (Id., Pages 45:16-47:23)
[17] CP 314 (Maria Blanco deposition, Page 17:15-18:20); See also CP 289-294 (Teresa Jimenez Decl., ⁋ 7, 8, and attached police statement), CP 296-299 (Katie Lyman Decl., ⁋ 5, 6, and attached police statement), and CP 566-570 (Jaylene Lyman Decl. ⁋ 6, 7, and attached police statement)

Landlords in this action. The Landlords retained control over the property, knew or should have known that a pit bull with dangerous tendencies was on the property, knew or should have known that the weathered and bitten fence was inadequate to contain the animal, and did nothing to protect the public from these dangers. Her case is bolstered by this Court's Gerlach decision, under which the Landlords had duties under the Restatement (Second) of Property: Landlord and Tenant § 17.6 (1977) regardless of whether Ms. Blanco was an invitee or a social guest and regardless of whether the driveway is considered a common area of the premises.

Ms. Blanco also respectfully suggests this Court adopt the holding, or at least the policy, of California's Uccello rule:

> [w]e believe public policy requires that a landlord who has knowledge of a dangerous animal should be held to owe a duty of care only when he has the right to prevent the presence of the animal on the premises. Simply put, a landlord should not be held liable for injuries from conditions over which he has no control.
>
> On the other hand, if a landlord has such a degree of control over the premises that it fairly may be concluded that he can obviate the presence of the dangerous animal and he has knowledge thereof, an enlightened public policy requires the imposition of a duty of ordinary care. To permit a landlord in such a situation to sit idly by in the face of the known danger to others must be deemed to be socially and legally unacceptable.

Uccello v. Laudenslayer, 44 Cal. App. 3d 504, 512, 118 Cal. Rptr. 741, 746 (1975)

Respectfully submitted this 16th day of October, 2020.

Derek K. Moore
WSBA No. 37921
Attorney for Petitioner
BISHOP LEGAL
19743 First Avenue South
Normandy Park, WA 98148
(206) 592-9000
derek@bishoplegal.com

BISHOP LAW OFFICES, P.S.

October 16, 2020 - 9:12 AM

Transmittal Information

Filed with Court:	Supreme Court
Appellate Court Case Number:	98221-0
Appellate Court Case Title:	Maria Jesus Saralegui Blanco v. David Gonzalez Sandoval et al.
Superior Court Case Number:	18-2-08290-9

The following documents have been uploaded:

- 982210_Briefs_20201016091108SC037907_7391.pdf
  This File Contains:
  Briefs - Petitioners Reply
  The Original File Name was Reply Brief of Petitioner.pdf

A copy of the uploaded files will be sent to:

- adecaracena@rmlaw.com
- cassandralopezlaw@gmail.com
- merickson@rmlaw.com
- ofelia.granados.f9ko@statefarm.com
- ofelia.granados@statefarm.com
- owen@laurashaverlaw.com

Comments:

Sender Name: Derek Moore - Email: derek@bishoplegal.com
Address:
19743 1ST AVE S
NORMANDY PARK, WA, 98148-2401
Phone: 206-592-9000

Note: The Filing Id is 20201016091108SC037907