

71894-1

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

No. 71894-1

FRANKLIN R. LACY Plaintiff-Appellant

v.



RICHARD RASMUSSEN, BETTY J. RASMUSSEN, RASMUSSEN WIRE ROPE &
RIGGING, CO., RASMUSSEN EQUIPMENT CO., BILL JOOST, LANDMANN WIRE
PRODUCTS, WEISNER, INC., WEISNER STEEL PRODUCTS, INC.

Defendants-Respondents.

On Appeal from San Juan Superior Court, Cause No. 10-2-05171-7

APPELLANT FRANKLIN R. LACY'S BRIEF

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TABLES

CONTENTS

	Page
1. Alleged Defendant altered invoices	6, Item 5
2. A few salesmen in total charge	10; 20
3. 4 year Statute of Limitations not appropriate	9, Item 8
4. Challenged Order for Partial Summary Judgment	9, Item 7; 41
5. Change of Venue	2, Item 2; 11, enclose Ex 'D'
6. Court Clerk error caused problems	3, Item 3
7. Court not reading Plaintiff's Pleadings	1, Item 2; 1 Item 9
8. Court too busy	1, Item 1
9. CR59 relevance	34 - 36
10. Defendants get application from customer and Products recommended from manufacturer	8, Item5; 14
11. Defendants sell shackles which limit unscrewing	9, Item 8; 35
12. Defendants' web site	16
13. Dock lines are their best quality	19
14. Error recognizing Terms and Conditions not applicable	3, Item 4; 35; 41 - 47
15. Forced Fiduciary Responsibility	13 to 17; 36; 37
16. Harm to Public	10; 22; 23; 26; 27; 31; 32
17. Judge wouldn't rule on all the evidence	20; 21
18. June 20, 2009 is the discovery date for shackle failures	38
19. Lacy Injuries because of bad shackles	10; 11; 19; 22; 23; 31; 32
20. Lacy motivated to perform and resolve shackles unscrewing	40
21. Limited zero tide days only occur in summer for replacing shackles and dock lines	18; 19; 26; 27; 36 - 38
22. Loss of capital	47 - 48

23. Meaningful needed dock system invention	37
24. No advance informing by Defendants of intent to collect Attorney fees	5; 14
25. No Federally mandated ‘Country of Origin’ on shackles	11; 12; 29
26. No warning label with/on shackles	11
27. Plaintiff’s reasonably corrected deposition	32; 33
28. Shackles can’t be found	26; 27; 35 – 40
29. Shackles unscrewing is not a failure. It is a natural phenomenon.	12; 26; 27; 35
30. Defendants skip standard requirement to hire overseer Company for China manufacturing to inspect the whole manufacturing of each product	29
31. Washington Product Liability Act has an exclusion for present case.	30; 31
32. Weisner, Inc., Weisner Steel Products, Inc., and Landmann Wire Products pleadings	8, Item 6; 23 – 26; 39 -40, 44

CASE LAW TABLE

Page

1. Architechtonics Const. Management v. Khorram, Court of Appeals, Division 1. May 13, 2002 111 Wash.App. 725 45 P.3d 1142 48181-9-I. Headnotes 5 (RCW 4.16.005), 8, 9, 10, 11, 16, 25, 26).	26
2. Christine Thomas v. Bombardier Recreational Products Inc., United States District Court, 682 F.Supp.2d 1297 #2:07-cv-730, Jan.21, 2010, Headnote 1.	32
3. Grove 127 Wn.2d 221, 235, 897 P.2d 1252 (1995)	48

INTRODUCTION

None.

ASSIGNMENT OF ERRORS

1. Trial Court was way too busy with just one judge for a County of around 14,000 people. As a result shortcuts were taken and the sense prevailed in Plaintiff (PL) that he just wanted the case, which has more involvement, to just go away. There were judicial skip overs such as PL proofs in Depositions and alleged manufactured evidence allegedly showing that Defendants Rasmussen group (DF) are lying. When there is opposing testimony such as the alleged terms and conditions, this would definitely have a bearing on the outcome. Please see the March 21, 2014 hearing transcripts in cs99 (cp473-497, PL is cut off from answering a question on page 12, L 1-12; Judge ruled to deny PL's Motion to Amend the Complaint, p19, L19-24, but granted it after the summary judgment against PL was ordered allegedly because it no longer had a bearing; p 21, L 13-20, Judge did not read PL's Response to Defendants' Motion for Partial Summary Judgment and therefore lost consideration of PL's side except what came out in limited oral arguments. Judge did however read all of Defendants' Motion for Partial Summary Judgment and Reply brief; p38, L 9-12, Judge gave PL 20 minutes and kept trying to hurry him up stating, "I'm just looking at my clock, that's all."; p45, L 7-9, The judge

said, "I think Mr. Lacy, I have a better sense of your arguments today listening to you than I did when **I read through some of your briefings.**" There was much more to PL's briefings than he could say in a brief 20 minutes of oral arguments, but the judge didn't even read them.) Please also see cp 515-582 plus Ex 'A' enclosed for more of Judge's ignoring PL in hearing.

2. Trial Court was too busy to read PL's case law references and evaluate what the Washington State Legislature intended in writing these laws particularly involving Statutes of Limitations with wiggle room for the Trial Court to make a case-by-case determination based upon the unique individual case circumstances and the safety considerations to the public and others. Plaintiff definitely got the impression that he will not receive fair consideration of his case in this court. As a result Plaintiff has moved for a change of venue to the Superior Court of the State of Washington in and for King County (Ex 'D' enclosed herein). Through his body language and inflections His Honor gave the impression that PL, in Pro Se, was to be tolerated, but he was really interested in what opposing council had to say in order to see if he could quickly go along with it without paying attention to PL's arguments (cp515-582; and Ex 'A' enclosed). After PL's July 2012 premature appeal, His Honor disguised his feelings better by allowing PL (not just DF) time for oral arguments

and delaying a few decisions for alleged review, but the body language and errors in judgment were still there.

3. A Court Clerk was in error when she told PL in August 2010 that there are no Rules of Civil Procedure for the Superior Court. There was only the San Juan County Court Rules that were in effect. With PL's computer knowledge starting with the vacuum tube computers at The Boeing Company in 1960, he searched the internet in August 2010 for the Rules of Civil Procedure for Washington State without success. PL knew that Hawaii Circuit Court had Rules of Civil Procedure, but he had to resign himself to just having the local county court rules to govern his case. Because he did not have the Rules of Civil Procedure until The Appeals Court Clerk gave him the web site URL for the Appeals Court Rules of Civil Procedure in September 2012, this procedural court error negatively affected PL's handling of his case. It made the judge more intolerant of him, and PL thought he was required to get consensus before scheduling a hearing, which allowed DF to drag things out to a hearing on August 26, 2011 when they perceived it would be after their shackle suppliers would not be liable for a lawsuit.

4. The court erred in ruling that the Terms and Conditions on the back of the 'Invoice' form, which only refers to "Equipment" purchases and

"Equipment" rentals, also applies to PL's cash-in-advance purchases of goods. The Terms and Conditions only refer to and therefore apply to the Equipment that DF rents and sells. This was explained to PL by Bill Joost when he started to read the back of the invoice when PL made his first purchase in 1996. The form was "very, very, very hard to read" with portions, namely the lower right quadrant unreadable. All 22 of DF's companies are under one roof in a small 2-story office building. They share the same telephone number, the same computer, the same bank account for payroll, and the same printer for printing tractor drive multi-part purchase/rental forms. This is true for equipment rented and sold and goods sold. PL's invoice forms initially had terms and conditions for equipment sales and rental on the back between 1996, when PL made his first purchase to 1998 after which DF quit sending invoice receipts with Terms and Conditions on the back. The purchases were made by telephone from Friday Harbor, WA, and DF was fully paid in advance through PL's charge card on file. Also this was before the goods were shipped. There was no invoice or Terms and Conditions with the shipment. This was verified by Richard Aarons in an affidavit (cp2277-2279). It was first learned through Production of Documents that Defendants later change the Terms and Conditions by substituting 'Goods' for 'Equipment'. Through this act DF is admitting that it didn't apply to

'goods' previously, or they would not have changed it. However this change was not done with informing PL of the change, so it is not applicable to PL. It is DF's partly unreadable form. There is clearly confusion in the wording; therefore it must be thrown out. Further PL alleges there was fraud in knowing PL's application of his anchoring his patented dock system in salt water and then selling him junk shackles that looked pretty manufactured in China and representing that their holding capacity was plenty adequate to hold up to 35,000 pounds of pull. After reading the Terms and Conditions painstakingly and determining that Bill Joost was correct that it didn't apply to PL's cash-in-advance purchase, PL wrote above the signature line that the Terms and Conditions on the back did not apply to any of PL's present and future purchases before PL signed it. DF did not inform PL in advance of their intention to collect attorney fees; however the Judge found against PL and awarded DF attorney fees of over \$63,000 with not having announced in advance their intention to collect them. This is a requirement of law that was argued with case law in pleading to the Trial Judge (cs273, cp2656-2298). PL is the one who is the victim. PL gave DF tax returns showing that he lost an average of around \$127,000 per year for costs of the dock system shackles unscrewing problem not counting PL's and his wife's time. And the courts courts through this decision are giving DF tacit permission to continue to

sell the same stainless steel (ss) inferior shackles to the detriment of public safety. The courts also erroneously ruled that PL could not collect for the new expensive one inch diameter top quality double braided dock lines that PL bought from DF and 100% lost with the defective shackles releasing the dock lines by losing material chunks. They would not allow this because it is consequential damages. I can't even find the released defective shackles and dock lines in deep water with the dense underwater vegetation and mostly swift currents in order to return them for a refund, which DF has allegedly shown that they won't do even if I could find the shackles. I only have a very few days in summer when there is 6 hours when the high to low tide is zero in order to hire divers to inspect the shackles and replace shackles and dock lines. The Venturi effect on the tides makes the currents too swift even during a high to low tide change of only .8 feet in 6 hours (cs273, Ex C (cp2690) to Ex I (cp2696)). Please note the exhibit descriptions.

5. The Court ignored proof of DF invoices having been altered to appear as "will calls". PL relied on phone-in requests for goods, which were selected by Bill Joost, and then shipped next day to Friday Harbor via UPS, Federal Express, or Friday Harbor Freight, which makes daily pickups to the Seattle area. It is just logically foolish for PL to waste a whole day 1. driving 20 minutes to the ferry dock, 2. getting in the ferry

line an hour early, 3. riding the ferry for an hour and a half counting unloading time, 4. driving an hour and a half or more in traffic to Southwest Seattle, 5. picking up the ordered goods, and 6. reversing the process to get back to PL's Friday Harbor location. Either way PL would have had the goods first thing the next morning if he took the 20 minute drive to the local Friday Harbor Freight terminal to pick them up rather than wait for the same day local delivery. PL alleges that DF is committing fraud on the trial court by doctoring evidence, but when it was proven to the Court, they ignored it. The invoices are printed in multiple-part copies joined in thickness with tractor feed printer drive strips on their edges. When PL first met with Bill Joost in 1996 to show him his rough water dock system **application** for continuous use of any goods purchased from him in salt water, Mr. Joost asked PL to sign the invoice showing what was ordered. PL already explained the sequence of events leading up to the attempted reading of the partially unreadable Terms and Conditions on the back. Because the form copies were joined together, PL signed the form once, and the signature went onto all copies. However, the alleged manufactured evidence copies lacked PL's signature on all copies, indicating alleged fraud. This is important because DF was trying to show a good number of will calls with the Terms and Conditions on the back for invoices with 'goods' substituted for 'equipment'. Mr. Joost,

through a sworn declaration under penalty of perjury, said that they were authentic. PL originally signed a good number of pleadings sent to DF, so DF has plenty of examples of his signature.

Mr. Joost has admitted in his September 20 deposition that he gets the application from the customer and the products from his manufacturers based upon what the manufacturers tell him should be used in that particular application. Whenever PL called Mr. Joost on the telephone needing goods for his stated application, Mr. Joost always came up with goods immediately without checking with anyone that PL knew of. It was all handled with one phone call each time, and PL always specified best quality goods for use in salt water.

6. Please see cp2434 for “Designation of Clerk’s papers and Request for in De Novo”. PL Challenges all three 06/14/12 orders: 1. Order Granting Defendant Landmann Wire Rope Products, Inc.’s Motion for Order of Dismissal with Prejudice and/or Finding that Landmann is not a Party(cs(Clerk’s sub #)76 (cp413-415); also Interrogatories and Request for Production (to all Def.), which they received 12/02/2010 (cs13-20 (cp11-73)). These have not been fully answered today); 2. Order Granting Defendants Weisner, Inc. and Weisner Steel Products’ Motion to Dismiss (cs77 (cp416-418)); 3. Order on Plaintiff’s Motion to Approve Expanded Amended Complaint (cs78 (cp419-421)). In support please see

and note dates of Motion to Compel Answers to PL's First /set of Interrogatories & Requests for Production (To all Defts).

7. PL challenges the March 31, 2014 Order Granting Rasmussen Defendants', Motion for Partial Summary Judgment (cs185 (cp1514-1516); plus the order cs230 (cp1805-1806); plus any following orders as a result of DF's Motion for Partial Summary Judgment.

8. The court was in error in interpreting the four year statute of limitations from when the 'goods' were delivered rather than from when the knowledge of the defective shackles accrues, which is also a legal option. This would be June 20, 2009 for all the purchases of alleged stainless steel shackles. This is when all 7 remaining unused shackles bought before August 2008 were allowed to soak in a 5 gallon bucket of salt water. It was discovered on June 20, 2009 that 100% of them had portions seriously missing. Shackle bolts unscrewing was a reasonable early conclusion. DF's own catalog sold shackles that helped prevent this from happening (cs154 (cp1063***); Ex 86 (Safety pin), 92 (bolt type), 93 (pin in non-rotation), and 94 – 95 (double nut and cotter pin). PL did not know of the catalog until discovery. The other alternative is for PL to think that DF was fraudulently repeatedly over the years selling PL unsupervised manufactured junk shackles that arrived looking new and shiny allegedly

from England (cs154, Ex 138) but were junk from China with 100% readily letting loose in 7 months or less by releasing large chunks of the shackle yoke or shackle bolt whereas other parts of the same shackle are intact with chrome plating. Even the thin ss tie wire and the cotter pin was fully intact. In other words DF allegedly was creating harm to the public for the sake of profiteering trusting that these shackles letting loose under tension would not be recoverable with the depth and vegetation of our marine environment. That is their purpose. They are even called, “Anchor Shackles”. The employees share in the profits, so they are very much part of the business effort. The owners claim total detachment from the business giving the salesmen unsupervised free reign to select suppliers and choose inventory without regard for quality control. Please see the references in Statement of Claims. PL alleges that this type of business must be stopped. Because of these defective shackles, PL almost lost his life by having a loose 10,000 pound dock float run over him while he was trying to board it in order to attach a tether line. Instead PL is handicapped and in pain for life when a freak wave smashed the loose float against his right leg bending the knee backwards, smashing his peroneal nerve against his right leg’s shinbone, dislocating his right hip socket causing perimeter bone fragments, and causing his right ankle to calcify from its being slid backwards. PL’s physical therapist said that the

nerve damage caused his painful back aches, and she instructed PL not to lift anything heavier than a gallon of milk. The right knee was replaced, but the nerve damage is permanent and getting progressively worse. If the peroneal nerve dies, PL will lose use of his right leg.

9. The judge is too busy, so he takes short cuts that miss important pleadings to demonstrate through sworn testimony the alleged dishonesty of DF when it comes to their word against PL's. This is especially true for cs154. He certainly does not try to reason what the legislature had in mind when there are different case law options open to him. If for no other reason, the alleged fraud by repeatedly ordering in stock and selling junk shackles makes the Terms and Conditions void. PL had no idea that this was happening. There was no warning label or the Federally required 'country of origin' clearly stamped on the shackles, which PL learned from DF in depositions is a mandatory Federal requirement. PL laid out a good number of the shackles without 'country of origin' before the judge in hearing, but he did not inspect them. The Trial Judge even awarded appeal court legal fees for DF against PL over PL's objections. PL put in for a change of venue to King County where the judge pool is larger than one judge doing the legal superior court business for a county of islands of around 14,000 people. In addition jurors are very hard to get with many residents also having warmer weather residences out of state. DF is

opposed to the change even though their terms and conditions emphatically require the Court jurisdiction to be in King County.

STATEMENT OF CASE

This is about Plaintiff's (**PL**'s) patented rough water dock system whose patent has expired due to Defendants Rasmussen (**DF**) through Bill Joost (**BJ**) selling Plaintiff Lacy alleged stainless steel shackles 'from England' that turned out to be from China. They were 100% defective, but but the defects could not be seen when they were shipped to PL without the required 'country of origin' markings. These required 'Country of Origin' markings were removed or never there. PL did not know of the Federal requirement to have obvious 'country of origin' markings until DF informed PL of this requirement during depositions (cs154, Ex C, p86, L20-25; p87, L 4-28). PL clearly specified many times, "No China manufactured goods" for good reason based upon what was learned by PL on a previous Commerce Tour, which included Hong Kong. Despite this requirement, DF provided China manufactured goods, which PL did not learn of until June 20, 2009 after first discovering that the shackles that PL assumed had attaching shackle bolts that were naturally unscrewing, were actually of inferior construction. These shackles arrived with a pretty cosmetic chrome plating, but the under lying material was not a properly prepared stainless steel (ss) alloy (cs154, Ex 11, 12 at end of cs). It let

loose in pieces whereas other parts of the same shackle were intact as were very thin stainless steel tie wire and ss locking cotter pins on the shackles. Although PL had ordered the finest quality, one inch size stainless steel shackles from DF for continuous use in salt water and although these receipt marked type 304 stainless steel shackles were the same type 304 stainless steel that was in the DF supplied wire rope, the wire rope, with its multiple strands and increased area of exposure to salt water, has not deteriorated in salt water.

By not providing any literature about their products, DF forced PL to trust them with selecting and providing products for PL which would be suitable for his continuous salt water use. These were supposed to be as specified for stainless steel shackles to hold his explained patented dock system and as specified were to be the finest quality. PL was forced to accept a fiduciary trusting relationship that top quality goods would be selected and charged against PL's VISA card number, which DF kept on file. Because PL's job site and residence are on San Juan Island, a well-known salt water surrounded island in Puget Sound, there could further be little doubt that PL intended to use the goods to hold his patented salt water dock system in salt water. All of DF's shipping of goods were to PL's Friday Harbor, WA. Address (cs154, Ex 9 plus Ex 70 to 76.

PL did not specify type 304 stainless steel for wire rope and

shackles bought from DF. PL did not know that there were different types of stainless steel for use in salt water. He just specified the best quality (cs154, Ex B, p48, L17-22; p50, L17-21; p51, L 2-3 (Note: 'cs' is clerk's sub # used since the clerk did not include cp numbers for separate cs 154 except "cp1063***")). During discovery PL learned that there is also a type 316 stainless steel, which is better for use in salt water (cs154, Ex 136, 141, 143). DF doesn't stock it, so they sold type 304 stainless steel (ss) shackles and wire rope, which they did stock (cs154, Ex B, p140, L17-23; p155, L17 to p156, L6; p158, L8 – 16; p141, L21 to p142, L16; P143, L6-14). Since PL was not provided with any literature on DF products, PL just specified the best quality goods available (cs154, Ex B, p23, L19-20). DF through BJ would have been the only ones to look in the catalogs for product strength (cs154, Ex B, p153, L9-19). They did not provide or offer any catalogs to PL. They had it in stock, so that is what they sold (cs154, Ex B, p140, L 17-23; p155, L17 to p156, L3; p158, L 8-16). They want the application from the customer, and DF gets the recommended product from the manufacturer (cs154, Ex B, p141, L 21 to p142, L 6; p143, L 6-14). Receipts at times intentionally don't even indicate any ss grade (cs154 Ex B, p150, L 19 to p151, L 21). As PL learned in discovery, apparently DF did not stock type 316 stainless steel shackles, but DF did regularly stock type 304 stainless steel shackles.

That is why they provided PL with type 304 one inch stainless steel shackles instead of the best quality that PL asked for, which would be Type 316 stainless steel, which DF was told by PL and would naturally assume would be for anchoring. The shackles are called “anchor shackles”. PL, as a customer, who has no knowledge that there are different types of stainless steel for salt water use, would figure that it is safe to assume DF is providing the best quality ss shackles as he specified for anchoring his patented dock system. SS types were never discussed. There is no quality on the paperwork, so PL had to rely on DF’s recommendations with DF being fully aware of PL’s application (cs154, Ex B, p152, L 25 to p153, L5). DF just took from stock type 304 ss because type 316 ss was not stocked (cs154, Ex B, p158, L 2-16).

Some customers use shackles and wire rope in salt water (cs154, Ex B, p129, L 4-18). DF sold PL previously galvanized and then in 2002 SS shackles, which were used in saltwater (cs154, Ex B, p130, L 4-24).

While DF sold one inch thick SS shackles which had large portions that are defective and became missing, DF also sold PL SS thin safety wire that is still pictured on the shackle in serviceable condition (cs154, Ex B, p131, L 9-22; Ex 11 at back of cs154). The same is true for the SS cotter pins on the alleged SS shackles (cs154, Ex B, p132, L 9-23; Ex 12 (at end of cs)).

During discovery, PL learned about a single web site that DF now has. This website lists DF products with 1/3 of the web site pages listing shackles with their holding capacities. They did not list their regularly stocked type 304 stainless steel shackles causing potential customers to really be forced into a fiduciary relationship with DF recommending these shackles and quoting their holding strengths (cs154, Ex 84 – 112 at end).

100% of the shackles bought new and replaced each year with new shackles released all the dock lines and could not be located . This went on for years from 2002 through 2008. It was astonishing to realize ultimately that year-after-year DF was selling PL defective shackles. DF was made well aware of what was happening to PL's dock system letting loose as it was happening. Yet DF failed to tell PL that they were supplying him with China made products against PL's direct instructions and without conforming to the accepted standard for buying China made products of hiring an independent overseer to directly follow and inspect the manufacturing process as the goods were made. PL can prove this through witnesses in court. They continued to allow PL to believe that the shackle bolts were unscrewing. In fact they continued with their charade that the shackle bolts were unscrewing by selling PL shackles with locking shackle bolts that came with cotter pins through holes in the shackle bolts

instead of the previously DF recommended screw pin type anchor bolts (cs154, Ex B, p160, L 3 to p161, L 8; p162, L 2-19). It also shows that the quality of the goods they sell are often not listed on their customer receipts. DF does not refund on used goods that readily fell apart during the first year of use. They did not tell PL this. However they will refund for unused products. An example is 15 blocks were returned. 7 were used and did not hold up in less than a year. The other 8 blocks were unused. PL only got credited on the unused blocks. These blocks cost \$242 each. BJ said at the time of return of the used blocks that he would get approval for credit from the manufacturer. PL now realizes presumably that this would be in China (cs154, Ex B, p163, L 21 to p169, L 15 (Please see enclosed Ex 'C' for missing Joost deposition pages 163-169)). As previously referenced, DF was continuing to buy SS shackles from the same suppliers even after learning of PL's problems with their SS shackles letting dock lines loose in 2003 and thereafter on into their depositions of September 2013. They further represented that they were buying PL's goods purchases directly from the manufacturers. In deposition, it was learned that even in 2013 they were continuing to buy the stainless steel shackles from the same source (cs154, Ex B, p134, L25 to p136, L17; p140, L 17-23; p155, L 17 to p156, L3; p158, L 8-16; p177, L 7-25; p178, L 2). Possibly they were only interested in maximizing immediate profits.

Richard Rasmussen, co-owner of the Rasmussen companies with his wife, assigned full responsibility to a few sales men consisting of his whole sales force, to select products, suppliers of the products, and decide what would be stocked. These salesmen were incentivized by profit sharing in their monthly pay checks (cs154, Ex C, p133, L 2-5; p133, L 23 to p134, L2; p19, L 10 to p20, L 16; Ex 124; p143, L 6 to p144, L 24). There was no quality control responsibility and no general manager (cs154, Ex C, p43, L 18 to p44 L 19; p151, L 18 to p152, L9). This further isolates the salesmen to run the business on their own.

With the defective shackles failing under tension they would go flying off in any direction making them impossible to find. This is especially true under water with dense vegetation that even readily attached itself to the new shackles and new dock lines (cs154, Ex 25, Ex 26). Even if the shackle pieces were found DF would only be refunding the cost of the shackles. Not even the DF-supplied-new-dock-lines costing thousands of dollars that were lost with the failing shackles were allowed to be refunded.

PL could only safely replace dock lines for a very few days in the summer each year. This is when high and low tide are exactly the same. Otherwise a Venturi effect of squeezing the tide changes through Speiden channel made diving to replace anchor dock lines impossible. The

currents were just too swift (Please see cp154, Ex 'G'; Richard Aaron's Affidavit of August 25, 2014, cs243 (cp2277 to 2281) and directly verifiable proof of the swift currents year around preventing dock reattachment work except for a very few summer days each year (cs273 (cp2656-), Ex 'C' through 'I' (cp2690-2695). So your Honors can see that the swift current in October 2014, when the least high-to-low tide was just 0.8 feet, the currents were impossible to be able to install a new dock line and shackle (cs273, Ex K, L). Ex 'J' shows where the loose 10,000 pound float ran over PL permanently injuring his right leg's peroneal nerve, knee, knee, hip, ankle and back.

The release of the dock lines, consisting of one inch double braided top quality stretched nylon cables under tension, was sudden and a hazardous calamity after just 7 months after installation each year . See cp154, Ex B, p47, L 17-22; p50, L 17-21; p51, L 2-3 for verification of dock line quality. PL always specified top quality goods even though he was not provided the information and catalogs to make selections of actual products.

PL suffered a serious injury because of DF's inferior alleged top quality SS shackles that resulted in one of the float's dock lines letting loose in 2005 (cs273, Ex J (cp2697); cp1713-1722; PL Affidavit and Ex 'I' (proof of right leg permanent injuries) (cp2277-2281); cp1731 - 1739).

PL has a permanent handicap parking sticker because of this injury (cp001698-001699, which was made permanent). Although PL had his affidavit and proof of permanent injury filed a day before the trial Judge's deadline for reply, the court ruled on this matter on May 8, 2014 instead of waiting for the deadline of May 13, 2014 to expire. This and a serious Federal post office priority mail triple delivery error prevented PL from having justice by his total reply brief being considered. A USPS post office serious priority mail error prevented PL's pleading delivery. This pleading was provably returned to PL three times instead of being delivered. After each USPS return of PL's pleading, groups of U. S. postal service (USPS) employees could not figure out why this was happening, and they tried different things unsuccessfully to get the delivery to the Court accomplished. Without the three USPS errors, the pleading would have been delivered before May 8, 2014, which would have been 5 days before the Judge's deadline. This is a serious Court error that his Honor ignored a PL pleading to correct. DF caused permanent damage to PL's right leg causing considerable pain and suffering since 2005, which is getting ever worse. This injury happened when PL observed one of the freed 10,000 pound dock floats repeatedly running up on the rocks near PL's West property line after the later determined to be inferior DF supplied stainless steel shackles once again

failed and let the dock floats loose. Although PL had this affidavit and proof of permanent injury filed a day before the trial Judge's deadline, the court ruled on this matter too early, without considering this filing. The Judge's order came out on May 8, 2014 thereby preventing PL, in Pro Se, from getting justice by having his total reply brief being heard (cs216 (cp1784-1785); cp1703-1722).

PL then had the pleading delivered Federal Express, overnight, next morning, and first thing. In the alternative it is requested to take these and other matters into consideration de novo.

PL was permanently injured because of those DF sold inferior shackles letting loose his dock floats. PL tried to climb onto the 10,000 pound loose dock float to fasten a tethering line and then use that line to pull the dock float to the beach area in order to avoid further damage from grinding on the shoreline jagged rocks.. There was an underwater steep drop off under the float just seaward of the shoreline rocks. As PL raised his left leg to climb onto the dock float and was standing on his right leg, a surprise wake surge suddenly lifted the dock float and ran it over PL. He could see the dock float strike his right leg just below the knee and bend the right knee totally backwards as the dock ran over PL. He passed out from the extreme pain. As he came to, PL had the sensation of loud gurgling water surrounding him, and then the 10,000 pound dock float was

backing away from shore thereby releasing PL. PL had been pushed over between two shoreline shallow rock ridges that he believes saved his life.

After years of permanent injury and resulting pain which is ongoing, PL now realizes that he is permanently handicapped and slowed down in physical accomplishments. PL's therapist said that the recurring lower back aches are caused by the nerve damage of PL's peroneal nerve, which was smashed against his shinbone. PL has a permanent handicapped parking sticker, and PL is under orders not to try to lift anything heavier than a gallon of milk. The nerve damage has gotten much worse over time. As a result PL can lose use of his right leg.

PL regularly hired divers to clean and closely inspect these shackles during the few slack tide summer month days when the high and low tides were the same to prevent swift currents. He also did this after the alleged type 316 stainless steel shackles were added in 2008. During this period the hired divers would have to clean the vegetation from the shackles and then position their face masks up against each shackle to look for cracks and loss of material in the chrome covered shackle exterior as an indication of problems within the shackle. This creates a very dangerous situation where shackles have let loose including in the summer of 2013 just two weeks after they were inspected. In addition these

alleged type 316 stainless steel shackles did come apart and let loose on several occasions (cs154, Ex 15-45 located toward the last pages). This could have created severe injury or worse if the diver was cleaning and inspecting these defective shackles just when they let loose. PL has since ordered type 316 stainless steel shackles from England that are tested individually and certified prior to shipping. Their price including shipping was close to what DF charged for the defective shackles.

Regarding the appeal to keep Weisner, Inc. and Weisner Steel Products, Inc. (**WR**) and Landmann Wire Products (**LN** or collectively **WL**) as Defendants, PL will cover this next.

DF always inaccurately represented to PL that they bought the stainless steel shackles and other goods sold by DF to PL directly from the manufacturers. As a result PL's original lawsuit Summons and Complaint named Richard Rasmussen, Jane Doe Rasmussen, John Doe Rasmussen, owners, Rasmussen Wire Rope & Rigging Co., Rasmussen Equipment Co., Bill Joost, and Chang Doe Shackle Manufacturing Co. as the original Defendants (cs2, cp1-cp10). DF did not respond to PL's First set of Interrogatories and Request for Production of Documents that they received on December 2, 2010 until the July 15, 2011 hearing resulting from Plaintiff's Motion to Compel hearing (cs13-cs19, cs20). DF did provide a vague incomplete reference on May 11, and the existence of

super distributors in the chain of purchases was a complete surprise to PL. But addresses were not provided at that time, so it was not sufficient to identify the proposed new defendants. For example, PL found four “Weisner” companies on the internet in different parts of the country. Then delays were caused by the Court calendar and stalls from DF on a mutually agreeable hearing date to get Trial Court permission to add the WL defendants and Betty J. Rasmussen instead of John Doe Rasmussen and Jane Doe Rasmussen. DF made such a big deal out of having just the right hearing date that PL was very much surprised that DF did not appear at the August 26, 2011 hearing to consider the addition of these Defendants (cp508-cp512). Now PL realizes that it was all just a stall to push things until after WL could claim that the alleged time limit had expired. This is Fraudulent Concealment, which is an exception to the tolling laws. However, PL did not realize that there was even a lawsuit until June 20, 2009, which was when PL came back to his Friday Harbor, WA. address from his permanent address in Florida to examine his remaining unused shackles, which he had soaking in a 5 gallon bucket of salt water. Up until then he knew that only one shackle was deteriorated and barely hanging onto the dock’s stainless steel connecting eyebolt. That would have only provided PL with a refund of that one shackle, and it would not have even involved a lawsuit. It was only after June 20, 2009

that PL realized that all the alleged type 304 stainless steel shackles being sold by DF were 100% defective, and a lawsuit would be in order if DF refused mediation or settling the matter. The Court refused to allow PL to argue these points in the Hearing of June 15, 2012 even though PL had scheduled time in the afternoon of the hearing day to argue these points. The judge announced that he did not have the time to hear PL's arguments even though he freely allowed WL defendants to argue their case. PL clearly has case law on his side. Other arguments made by WL's counsels were equally without merit if PL was just allowed to be heard. Plaintiff got the sense from the Judge's demeanor at hearing that he did not even read PL's pleadings. PL's case law reasonably justified that the Washington Product Liability Act does not apply. The privity argument by opposing counsels was also not applicable per the case law that PL cited. The Court errors in hearing are spelled out in cs sub #102 (cp515-582). Also please see the extra Transcripts and Hearing Deficiencies pleading, which the Clerk did receive per the proof of service in the document, but the Clerk failed to file it. It is enclosed and marked Exhibit 'A'. This is a Court error. Compounding this PL did not have the Rules of Civil Procedure for Washington State Superior Court due to clerk error in claiming that they did not exist and due to poor access to the web site in 2008 which thwarted PL's efforts to try to locate something better than the

local court rules. This is discussed elsewhere. Because of his not having access to the Rules of Civil Procedure, PL thought that he must have agreement of both sides before scheduling a hearing. That is also why DF got the hearing to add new Defendants delayed until August 26, 2011, and then DF counsel didn't attend.

ARGUMENT

ARGUMENT SUMMARY

Plaintiff (PL) had no way of knowing that the alleged stainless steel shackles were defective. These were repeatedly sold to PL by Defendants Rasmussen including Bill Joost (DF) despite PL's best efforts to find out why they were allegedly unscrewing. Unscrewing is a natural phenomenon. It is not a shackle failure. Please see support documentation including references in Assignment of Errors, Statement of Case, and arguments and case law in all pleadings listed below. These shackles were shipped to PL thickly chrome plated, thereby covering up any ability to detect cracks and other possible defects. So a visual inspection would not show anything. DF readily admitted that they have not changed manufacturers or changed the alleged ss shackles supplied to customers and carried in inventory after learning of these blatant defects of letting loose large parts of the shackle yokes or shackle bolts made of one inch diameter metal. Allegedly DF is continuing to sell defective

shackles because the profit is high, and the company employees are on profit sharing. There won't be any refunds or recourse for customers buying these defective shackles because the "anchor shackles", when being used, are under tension generally in deep water with heavy vegetation that has even grown on the shackles and dock lines. The expense to attempt to find them for a refund in the year around swift currents is impossible. Even if they could be found, DF allegedly does not give refunds to anything that has been used, even for a very short time. This was shown when PL ordered some alleged galvanized pulley blocks that lasted only around 7 months. When PL returned them to Bill Joost for a refund, Mr. Joost said that they would send the bad blocks to the manufacturer for their approval of the refund. They never did because PL later learned that the unmarked-with-'country of origin' blocks were manufactured in China. PL alleges that their motivation is profit. Seven blocks at \$242 each would cut into their profits.

So you can see that PL is well motivated to solve the problem of unscrewing shackle bolts as soon as possible. His patent on the dock system is time limited. Under the "discovery rule", the statutes of limitations can be extended out in the name of justice. There was no way these defective shackles could be discovered sooner than June 20, 2009. The case law quotes below are also PL's arguments and should be taken as

such unless stated otherwise.

Verd v. Bosserdt, Court of Appeals of Washington, Division 1. March 03, 2014 Not Reported in P.3d 179 Wash.App. 1042 69636-0-I, all of page 3 and page 20 “Product liability action brought by buyer of hydraulic log loader accrued when buyer correctly surmised that defective weld caused log loader's cab to separate from the chassis, not when buyer later confirmed that belief. West's RCWA 7.72.060(3).”

The accrual began from when buyer knew of the cause of the problem with the loader. In PL's situation the buyer knew of the cause of all those repeated shackles letting loose in the past by the realization that all unused remaining shackles would not stand up to a 7 months soaking in salt water. This was on June 9, 2009.

Also please see **Architectonics Const. Management v. Khorram, Court of Appeals, Division 1. May 13, 2002 111 Wash.App. 725 45 P.3d 1142 48181-9-I. Headnotes 5 (RCW 4.16.005), 8, 9, 10, 11, 16, 25, 26).**

5. “In general; what constitutes discovery? “Under the “discovery rule” of accrual, a cause of action accrues when the plaintiff discovers, or in the reasonable exercise of diligence should discover, the elements of the cause of action, rather than immediately when the wrongful act occurs if the plaintiff is then unaware of the harm sustained. West's RCWA 4.16.005.”

8. “When the Court of Appeals fails to follow directly controlling authority by the Supreme Court, it errs.”

9. “The discovery rule applies in the case of actions for breach of construction contracts where latent defects are alleged, even though breaches of contract ordinarily accrue upon breach; in many cases of latent defects, the plaintiff may have no way of knowing that a cause of action exists, and under such circumstances, it is unfair to permit a defendant to escape responsibility for shoddy construction simply because the cause of action is based on contract rather than a tort theory.”

10. “In determining whether to apply the discovery rule to determine the accrual of a cause of action, the possibility of stale claims must be balanced against the unfairness of precluding justified causes of action.”

11. “The discovery rule for determining the accrual of a cause of action requires that when a plaintiff is placed on notice by some appreciable harm occasioned

by another's wrongful conduct, the plaintiff must make further diligent inquiry to ascertain the scope of the actual harm."

16. "The statute establishing an affirmative defense precluding application of a discovery rule for claims of breach of written construction contracts is neither a statute of limitations nor a statute of repose; while the statute states an absolute end to the limitations period as an affirmative defense, it does not itself establish any limitations period. West's RCWA 4.16.326(1)(g)."

25. "Supreme Court's adoption of discovery rule to actions for breach of construction contracts where latent defects are alleged applied in case in which it was adopted."

26. "Fact issues remained, precluding summary judgment for contractor in breach of construction contract action predicated on latent defects, as to when cause of damages and their connection to contractor's work should have been discovered, thereby establishing accrual of action."

DF is in fact ordering shackles constructed in China while skipping the essential steps of hiring an overseer of the manufacturing process. This is a mandatory step when dealing with China manufacturers. Expert witnesses will testify to this. PL had no control over DF's doing this. PL had no control over selecting a China manufacturer that provided the goods that were provided to PL. In fact, PL specified that he would not accept China manufactured goods because of prior knowledge, and the goods arrived to PL without any Federally required 'country of origin' stamp on them. PL did not know of the 'Country of Origin' stamping requirement until informed by DF in Franklin R. Lacy's Deposition of September 19, 2013. DF promised that the ss shackles would be manufactured in England where he later learned that each type 316 ss shackle is tested and certified prior to shipping. PL is now ordering ss shackles from a manufacturer in England.

Holbrook, Inc. v. Link-Belt Const. Equipment Co. , Court of Appeals Division 2, November 09, 2000 10 Wash.App. 279 12 P.3d 638 24953-7-II, Headnote 6. “Product liability action brought by buyer of hydraulic log loader accrued when buyer correctly surmised that defective weld caused log loader's cab to separate from the chassis, not when buyer later confirmed that belief. West's RCWA 7.72.060(3).”

Touchet Valley Grain Growers, Inc. v. Opp & Seibold General Constr., Inc.
Supreme Court of Washington, En Banc. June 18, 1992 119 Wash.2d 334831 P.2d 72457163-5.

“Whether “sudden and dangerous” test or more evaluative approach is appropriate method for analyzing “risk of harm,” in determining whether damages constitute more than pure economic loss and are recoverable under Washington Product Liability Act, is undecided in Washington. West's RCWA 7.72.010(6).”

“2 Reviewing a summary judgment, this court makes the same inquiry as the **728 trial court. *Herron v. Tribune Pub'g Co.*, 108 Wash.2d 162, 169, 736 P.2d 249 (1987). It assumes facts most favorable to the nonmoving party and the initial burden is on the moving party to show no genuine issue of material fact. If the moving party meets its burden, the nonmoving party must offer specific facts showing a genuine issue for trial. *Hash v. Children's Orthopedic Hosp. & Med. Ctr.*, 110 Wash.2d 912, 915–16, 757 P.2d 507 (1988)”

“If the failure is the result of a sudden and dangerous event, it is remediable under tort principles... This approach examines interrelated factors such as the nature of the defect, the type of risk, and the manner in which the injury arose....1617 We do not decide here which approach to characterizing the risk of harm is preferable in this State. While the law is unsettled, this court should not engage in the resolution of issues which arise, but are not briefed by the parties. *John Doe v. Puget Sound Blood Ctr.*, 117 Wash.2d 772, 785, 819 P.2d 370 (1991). In any event, under either analysis the result is the same here. We hold that Touchet Valley's losses present more than pure economic harm, and therefore affirm the trial court's denial of Truss–T Structures' motion for summary judgment.”

“The flathouse building was inherently unsafe from the time it was filled with *353 grain. The building was literally coming apart at the seams. A 24–by 27–foot wall panel falling to the ground is certainly a sudden and highly dangerous event, which posed a **734 real, nonspeculative threat

to persons and property. Clearly, the risk of harm here was more than economic, and therefore the safety-insurance policies of the WPLA apply.... Where the nature of a defect is such that the plaintiff has been exposed through a hazardous product, to an unreasonable risk of harm to his person or his property, the safety interests of tort law are present. Pennsylvania Glass Sand, at 1169. Therefore, the nature of the defect here implicates the Washington product liability act.”

“In considering the manner in which the injury arose, the “evaluative approach” could readily incorporate the sudden and dangerous test discussed above. It is difficult to see how the wall panel falling to the ground can be characterized as anything but a sudden and dangerous event.... The building was inherently unsafe. Using the evaluative approach, it becomes clear that Touchet Valley suffered physical harm to its property and the safety-insurance concerns underlying tort law apply to its claims. Touchet Valley's losses constitute more than pure economic harm.”

“5. We hold the WPLA applies because Touchet Valley's losses constitute more than pure economic loss. We affirm the trial court's denial of Truss-T Structures' motion for summary judgment dismissing Touchet Valley's product liability claims under the act.”

Touchet Valley is clearly parallel to PL's case. The letting loose of chunks of alleged ss shackles under tension was sudden and highly dangerous. It could have happened during installation of replacement shackles. Divers were hired annually to clean and chip off the vegetation, muscles, and barnacles growing on the alleged ss shackles. Then they would have to inspect them in the murky water by putting their face masks right up against them while looking for any deterioration of the alleged type 316 ss shackles delivered in August 2008 to see if there was any signs of cracking or missing materials. This was all very dangerous. They could easily have been seriously injured or worse if these shackles came

apart under tension during cleaning and inspection. Two weeks after cleaning and inspection in August 2013, an alleged type 316 ss shackle came apart under tension. It was only by luck that someone wasn't hurt. In fact PL was permanently injured on his right leg as a result of these defective shackles letting loose the dock floats in 2005. These alleged ss shackles are inherently dangerous products affecting the public safety. The question is whether the Courts are going to sanction DF's continuing to sell defective shackles even today because they are using the same sources without change. PL alleges that this is because the profits are highest, and the courts just require a refund of any shackles that can be found after they sling shot away under tension under deep water with high amounts of vegetation. PL alleges that DF is taking advantage of the legal system without regard for public safety. The Federally required warning labels are missing from the alleged ss shackles in violation of product liability laws. **Christine Thomas v. Bombardier Recreational Products Inc., United States District Court, 682 F.Supp.2d 1297 #2:07-cv-730, Jan.21, 2010, Headnote 1.**

PL's corrected deposition is contained within (cp1081-1304). The corrections don't really change the meaning of what is said. It was done for clarity. Sometimes the transcriber had dashes in the testimony. In

these cases PL was filling in missing words. Text for each page is the same as on the original deposition except that the corrections are entered in boldface, so the reader can decide. The changes were not wholesale as DF claims. Only three pages ran over a few lines to the next page. The start of each page is the same as the original deposition and, as much as possible, each line number is the same as the original. Please check PL's corrected copy for the same page number or up to three page numbers higher at the middle point around page 119. Please also see the arguments and case law in the below listed pleadings, which by this reference are made a part of this brief. These pleadings include Plaintiff's Response to Defendant's Motion for Partial Summary Judgment (cs154 (cp 1063 (separately bundled))); Plaintiff's Notification Concerning Plaintiff's Response to Defendants' Motion for Partial Summary Judgment (cs156 (cp1070-1072) for a roadmap to review cs154); Plaintiff's Motion to Amend the Complaint (cp1310-1326 including the current amended complaint); missing Joost deposition page references (cp1514-1515, plus attached Ex 'C'); Motion for Reconsideration Order Granting Rasmussen Defendants' Motion for Partial Summary Judgment (cp1518-1539); Supplemental Motion for Plaintiff's Reply Brief for Reconsideration Order Granting Rasmussen Defendants' Motion for Partial Summary Judgment (cp1542-1562); Judge's letter giving PL until May 13, 2014 for

Reply Brief (cp1517); Notice of Appeal to Court of Appeals (cp1518-1619); Plaintiff's Reply Brief to Defendants' Response to Motion for Reconsideration Order (cp1514-1515) Granting Rasmussen Defendants' Motion for Partial Summary Judgment (cp1625-1711, contains CR59 arguments and proof of handicap parking subsequently made permanent); Order May 8, 2014 Denying Motion for Reconsideration (CP1712) ; Plaintiff's Affidavit and Exhibit 'I' for Plaintiff's Reply Brief on Motion for Reconsideration Order Granting Rasmussen Motion for Partial Summary Judgment (cp1713-1717, This was filed before the court's reply brief deadline of May 13, 2014, but it was not considered in Judge's denying order of May 8, 2014 (cp1784-1785)); Request for Consideration of the Timely Filed Plaintiff's Affidavit and Exhibit 'I' (cp1723-1730); Order Granting in Part Denying in Part Plaintiff's Motion for Partial Summary Judgment (cp1805-1806, This was to clarify that only attorney fees were to be resolved and therefore allow this case to go into Appeal. This was necessary to satisfy the Appeals court. Since the court ruled that PL was barred from collecting any funds from DF except for a refund on any defective ss shackles found from only the group purchased in August 2008 and since it was impossible to locate the defective shackles under deep water with dense vegetation, the case was essentially over and subject to appeal.); Plaintiff's Response Against Defendants' Motion for

Attorney Fees on Legal Grounds ... (cp1807-1855, Please see proof of alleged fraudulent Joost representations within. It is also important to review the remainder of these pleadings for their direct challenge to the Terms and Conditions, which the Court upheld. Also please carefully read the first seven items of the Terms and Conditions (cs154, Ex 6) to determine if this is for equipment (not goods purchased) and therefore the Terms and Conditions don't apply. It also quotes hearings; Plaintiff's Affidavit for Plaintiff's Response Against Motion for Attorney Fees on Legal Grounds (cp1856-1860); Order Granting Rasmussen Defendants' Motion for Summary Judgment on Issues of Attorney fees dated 08/15/2014 (cp2118-2119); Amended Motion of Appeal, including on Attorney Fee (cp2120-2235); Plaintiff's Motion to Reconsider the Court's Order of August 15, 2014 Awarding Attorney Fees on Legal Grounds (cp2236-2282, including Affidavit of Richard Aaron dated 08/26/2014 (cp2277-2281) and dictionary definitions of 'equipment', 'implement', 'read', and 'thorough', and references cs154, Ex 86 (safety pin shackle), Ex Ex 92 (bolt type shackle), Ex 93 (pin-in nonrotating shackle bolt shackle), Ex 94 and 95 (double nut and cotter pin shackles). These are all shackles in the Rasmussen on-line catalog, which PL first learned of in discovery. Therefore the problem of unscrewing shackle bolts can be seen to be a problem based upon these Rasmussen offered shackles that try to offer

solutions to prevent shackle bolt unscrewing.); Plaintiff's Meaningful Reply Brief on Defendants' Response of the Court's Order of August 15, 2014 Awarding Defendants' Attorney Fees (cp2299-2428, includes **Touchet Valley Grain Growers, Inc. v. Opp & Seibold General Constr, Inc. Supreme Court of Washington, En Banc. June 18, 1992 199 Wash. 2d 334831 P.2d 7245763-5**; also there is a discussion of CR59 items that apply, and arguments supported by audios from 07/25/2014 hearing, 'fiduciary definition, and Lacy Affidavit); Order Denying Plaintiff;s Motion for Reconsideration of Order Granting Attorney Fees (cp2429-2430); Order Granting Rasmussen Defendants' Motion to Quantify Attorney Fees (11/18/2014, enclosed as Ex 'B'); Plaintiff's Response Against Defendants' Motion to Quantify Attorney's Fees (cp2656-2773, includes important proofs that PL had only a few summer days with 6 hour periods where high and low tides were the same for replacing shackles and dock lines. Any other times, the setting of replacement dock lines could not be accomplished due to tides and the Venturi effect magnification of currents. It also includes Ex 'J' picture where the loose 10,000 pound dock float ran over PL permanently damaging his right leg (Please also see Statement of Case and Assignment of Errors); Hearing Minutes from 10/31/2014 (cs279(cp2774)).

As shown in the enclosed Statement of the Case, PL had a forced

Fiduciary Relationship with DF by DF only receiving PL's application of what he is trying to do fully described, DF not providing PL with any literature or catalogs so PL could participate in the decision making, and DF making recommendations and deciding what he will stock in inventory and sell to PL almost entirely over the telephone, setting his price, and deciding which manufacturers that DF will buy from without identifying them to PL except to promise that PL would receive no China manufactured goods. The alleged stainless steel shackles were promised to be manufactured in England, and PL was charged a premium price for these alleged top quality goods because of this.

PL had a patent on his salt water dock system, which would expire 17 year after the patent was awarded (cs154, Ex 1). PL wanted to license his patent to dock builders and dock installers. Most shoreline waters are too steep to support a conventional dock with pilings. No one else has a dock system that will anchor a dock in place against tides and currents in deep waters. Although PL has a technique that successfully puts all of PL's eight seaward dock 10,000 pound slab anchors in position in less than 40 minutes on the cusp of high or low tide without divers, PL must have at least one of the approximately 5 days in summer when the high and low tides are exactly the same over a period of 6 hours in order to replace shackles and clean and, inspect the dock system with the help of a

diver. The rest of the year the currents are too great from the tide changes to even attempt a dive. In addition to PL's affidavit (cs154) and the Affidavit of Richard Aarons (cp 2277-2281), PL proved to the Court that it was impossible to set new dock lines even with a tide change of as little as .8 feet (cs273, cp2656-; especially note the description and pictures for Ex C to Ex I (cp 2690-2696); Ex K, Ex L).

In August 2008, after PL had to have his right knee replaced in May 2008, due to the ever increasing pain, PL hired two divers to inspect and replace shackles and missing dock lines because they all were nowhere to be found except one dock line, it was learned, was just barely hanging onto temporary redundant 1 inch diameter rope tethered to a dock cleat. Workers had to carry PL onto the one dock float and seat him into a chair. Then one of the divers noticed an alleged stainless steel (ss) shackle hooked onto one of the dock float's 12 corner one inch diameter ss eyebolts. He unhooked it and gave it to PL. It was intact except that a chunk of the yoke that holds the shackle bolt in place was completely missing. The shackle bolt was otherwise complete with the nut screwed on it and thin ss tie wire and ss cotter pin still connected. All the dock float's 12 eyebolts where shackles could be fastened were in excellent intact condition. They were manufactured locally. PL could easily see that the one shackle was bad, so that would only require a refund if PL

could get the money from DF. Probably no refund will be made based upon their unwillingness to refund on 7 used pulley blocks that went bad within a year. PL had the missing shackle connections doubled up at their connections with extra new shackles, and the missing dock lines were replaced. PL also took a picture of the bad shackle and sent the picture to Bill Joost. The one bad shackle was not sufficient to prove that the preceding missing shackles were also bad. When he received the picture of the bad shackle with PL's need for a refund, Mr. Joost promised to get back to PL. He didn't get back. Meanwhile PL soaked the remaining unused shackles in two 5 gallon buckets of salt water keeping the ones delivered in August 2008 separate. All the seven remaining unused shackles bought before August 2008 were badly deteriorated in areas when they were soaked from late October 2008 until June 20, 2009. This is when PL returned from his Florida home to Friday Harbor, Washington. That is when PL first realized that he had a lawsuit for all the missing alleged ss shackles if DF does not settle. PL asked for mediation with DF through Bill Joost after explaining about all the shackles bought before August 2008 being bad with chunks missing. Bill Joost for a second time promised to get back to PL on the matter. He didn't. Then in March 2010, PL once again contacted DF with the same promise to get back to PL on the matter. PL prepared and filed the lawsuit against Richard

Rasmussen, Jane Doe Rasmussen, John Doe Rasmussen, owners Rasmussen Wire Rope & Rigging Co, Rasmussen Equipment Co., Bill Joost, and Chang Doe Shackle Manufacturing Co. Since Bill Joost repeatedly stated that Rasmussen Companies bought my ordered goods directly from the manufacturers, there was no extra distributor listed as co-Defendants. Since there was every effort made on the DF side to keep secret the information that they buy from vendors, between 1996 and May 2011, and since they withheld the vendor addresses until DF appeared on July 15, 2011 on PL's Motion to Compel (cs20) (the same type of latent information of DF's shackle vendors deliberately held back by DF, under the same logic in Architechtonic and Verd case law above), PL should not be tolled for exclusion of WL from this lawsuit because the delays in getting the information and the withholding of the fact that there existed extra vendors happened as a deliberate act by DF and through no fault of PL. Please also see the write ups in Assignment of Errors and Statement of the Case for additional information.

Since DF's repeatedly shipping bad ss shackles prevented PL from licensing his patent to dock builders, how can they now claim that PL has no revenue from his patent to show an income stream in order to collect damages? DF was the cause through their continuously shipped bad shackles. PL will use expert witnesses to prove that DF was not

following the well-known standard or buying manufactured goods from China. An independent company must be hired to oversee each step in the manufacture of the goods of DF's company, or if capable DF workers must do it themselves.

PL challenges the March 31, 2014 Order Granting Rasmussen Defendants', Motion for Partial Summary Judgment (cs185 (cp1514-1516); plus the order cs230 (cp1805-1806); Also in order to clarify summary judgment to satisfy requirements of Court of Appeals, cs209 (cp1712-1756); cs210 (cp1757-1771); cs221 (cp1790-1794)) with related

1. Letter to Parties/Counsel from Judge Eaton Dated 05/08/2014 (Denies Motion for Reconsideration (cs199 (cp1712); cs216 (cp1784-1785));
2. Judge's not considering PL's Affidavit & Ex 'I' for PL's Reply Brief (cs198 (cp1625-1711); cs200 (cp1713-1717); cs202 (cp1723-1730));
3. Order Granting Rasmussen Defendants' Motion for Summary Judgment on Issue of Attorney Fees 08/15/2014 (cs239 (cp2175-2177); cs253 (cp2429-2430) (denying Motion for Reconsideration); Please see PL arguments and case law for cs231 (cp1807-1855); cs 232 (cp1856-1860); cs237 (cp1897-1898); cs238 (cp1899-2174); cs240 (cp2178-2235); cs243 (cp2236-2282) (includes independent witness affidavit and dictionary definitions of 1. **Equipment:** "(1): The **implements** used in an operation or activity"; 2. **Implement:** "(2): a tool or utensil forming part of

equipment for work”; So equipment is a **group of tools** used in an operation or activity. If I went into an equipment rental store to rent a drill and after I signed the paperwork for the rental, they handed me a drill bit only. I would be disappointed. Wouldn't you? It is the same difference. Equipment is not assumed to be a shackle or a rope. The average person would not look at it that way. Please see the affidavit of Richard Aarons, a very honest disinterested 3rd party (cp2277-2281). Please read the Terms and Conditions of the first 7 items carefully. They are obviously identifying the Terms and Conditions totally for 'equipment', not 'goods'. If they are synonymous as DF claims, then why did DF change the Terms and Conditions substituting 'goods' for 'equipment' without telling anybody? Please see DF's Ex 4, 5, 6, and 7 in cs154 (in the back). See how unreadable DF's own Exhibits are as presented by them in the Deposition of Franklin R. Lacy on September 19, 2013. Especially note the Terms and Conditions of Ex 6 of this group. Per Bill Joost they used a 5 part form of very, very thin paper, so it will go through there dot matrix printer with tractor feed tear off strips on each long edge. They printed the backside extremely faintly so the ink won't bleed through to the front. They printed the front with opaque darker ink, and it did bleed through onto the alleged Terms and Conditions on the back. Because they used chemically treated carbonless paper there was a lot of smearing and

rubbing of the Terms and Conditions on the back making the Terms and Conditions unreadable in areas. I was asked to sign the whole packet before they tore it apart and handed me my copy. That was the last copy in the grouping. It was also “very, very, very hard to read” as PL stated in Deposition. It had the most rubbing out of the Terms and Conditions as it was drawn through the printer to make whatever scrapes and markings that the printer made on that carbon-paper-less, chemically treated form. The copy I had to read had the lower right hand quadrant completely unreadable. I painstakingly read what was readable as best as I could discern. Bill Joost explained to me that the back of the form does not apply to my purchase because I am not buying equipment, and the terms and conditions only apply to equipment sales and rental, which uses the same form and the same common printer. Mr. Joost had to go to the printer, which is located out of sight in the front office area in order to tear off the form. Why do I know so much about computer printers? My degree is in physics, and I was one of the first 7 hired out of college to program Boeing’s vacuum tube beginning computer. That was in 1960. The law says the contract must be readily readable. It was not. I wrote in a disclaimer above my signature line before I signed the form. Since the disclaimer said what Bill Joost told me except it applied to all future invoice forms, how could he say no? At that time salesman Joost worked

for Rasmussen Company for 4 years. By Webster's Ninth Collegiate Dictionary states, **Read** means "d (1) : to become acquainted with or look over the contents of (as a book)" for this non-lawyer citizen. To me, and the dictionary, **thorough** means "careful about detail : painstaking". As for this non-lawyer, 'thoroughly read' meant that PL painstakingly became acquainted with or looked over the contents of the Terms and Conditions given their sorry state. Then I wrote the disclaimer before signing it. The version of the Terms and Conditions that I submitted on the back of early invoices in Ex 8, 9, 70 -72 is a computer enhanced copy with much of the background blemishes removed and then repeatedly copied on the back of these exhibits. Even with ordinary copiers, often the copies look better than the originals (cs250 (2299-2423); cs251 (cp2424-2425)).

Please see cp2434 for "Designation of Clerk's papers and Request for in De Novo". PL Challenges all three 06/14/12 orders: 1. Order Granting Defendant Landmann Wire Rope Products, Inc.'s Motion for Order of Dismissal with Prejudice and/or Finding that Landmann is not a Party(cs(Clerk's sub #)76 (cp413-415); also Interrogatories and Request for Production (to all Def.), which they received 12/02/2010 (cs13-20 (cp11-73)). These have not been fully answered today); 2. Order Granting Defendants Weisner, Inc. and Weisner Steel Products' Motion to Dismiss (cs77 (cp416-418)); 3. Order on Plaintiff's Motion to

Approve Expanded Amended Complaint (cs78 (cp419-421)). In support please see and note dates of Motion to Compel Answers to PL's First /set of Interrogatories & Requests for Production (To all Defts). They required 30 days for execution (cs20). Cs 20 is included with the cs13-19 references since the clerk only filed the title pages in order to save paper; however, the full text is an exhibit in cs20 (cp18-83). The hearing was first set for 07/08/2011 after considerable Rasmussen Def. (**DF**) Stalling (cs21). Then DF requested postponement again until 07/15/2011 (cs23; cs24 (cp84-85)). Plaintiff (**PL**) wrote his motion to add new defendants Landmann Wire Products, Inc. (**LN**), Weisner, Inc., Weisner Steel Products, Inc. (both **WR**; **WR and LN collectively WL**), and Betty J. Rasmussen as additional defs. This motion was written on 07/05/2011 except for the then yet unknown WL addresses for inclusion in the mutually agreed upon hearing date of August 26, 2011 (cs31 (cp88-94)). The hearing ordered the addition of the above named defs., and gave PL, in Pro Se, a year to file his summons and complaint to them (cs35, cs36 (cp95-97)). As referenced above, due to Clerk error and poor Court web site access in August 2010, PL did not have the Rules of Civil Procedure until September 6, 2012. PL thought he had to have consent from both sides to schedule a hearing. This led to delays in setting the hearing dates to PL's detriment (cs111 (cp625-727)). PL left the old filing stamp on the

complaint because it was unchanged except for the court ordered additional defendants (defs.), and PL sent the summons and complaint out for professional process service to the new Defs. from his location in Hawaii on January 19, 2012. The process servers were provided with extra copies, and they sent these copies to the Court for filing per PL's instructions. The clerk did not file them because she saw the earlier filing stamps. When WL complained that they weren't filed, PL removed the earlier file date of August 11, 2010 and refiled the already served summons and complaints. Further PL amended the complaints and re-served the summons and amended complaints while simultaneously moving to have the Court approve the amended complaint for the hearing on Weisner, Inc.'s, Weisner Steel Products, Inc.'s, and Landmann Wire Products, Inc.'s (collectively WL) Motion to Dismiss (cs51 to cs55 (cp130-156); cs59 to cs61 (cp157-195); cs73 to cs75 (cp405-412); cs42 (cp96); cs47 (cp99-129)). PL responded citing case law (cs62 (196-207); cs69 (298-395); also cs111 (cp625-727)). Because of the amount covered, PL saved some of his arguments for oral argument in the hearing of June 15, 2012, but he was cut off completely from giving his arguments at the hearing (cs102 (cp515-592) and Ex A enclosed, which was served on the court clerk by a server, and she failed to file). The Appeals Court took PL's Motion to Stay All Pleadings ...or in the Alternative Move to Strike

the Three Orders from the June 15, 2012 hearing as satisfying the Appeals Court Requirement for a Motion to Reconsider (cs85 (cp437-456); cs89 (cp462-472)). The Transcripts & Hearing Deficiencies (cs102 (515-582); cs111 (cp625-727); cs115 (cp728-824); cs116 (cp825-892); cs124 (cp895-935); cs126 (936-945); and Ex A enclosed) more particularly describe the issues.

PL had other successful ventures that came out of the long list of Lacy solutions. Please see PL's web site at franklinlacy.com for verification. In 1996 PL and former Wisconsin Governor Tommy Thompson came up with the solutions for Welfare reform, which were adopted when he sent it to all governors, all U. S. Senators, approximately 160 U. S. Representatives in Congress, and The President. PL's solutions included the EBT (Electronic Benefits Transfer) card, which PL could have patented and supplied to our government. It also included the solution to stop sexual predators by using gps to track them and aircraft cable in the ankle bracelets that takes a very, very long time to cut through so that sexual predators will be picked up for punishment as if they harmed a child when they tried to remove it. The gps would set off an alarm with the location of the predator. PL could have patented and sold this highly successful system, but he was already involved with his dock system, so he gave it away.

Today PL has patents on a new, much better sea wall design to BP on May 25, 2010, which they used to stop the Horizon Deepwater Macondo Well Gulf oil spill of April 10, 2010. PL has a lawsuit against BP for 6 Billion dollars, which is only 14% of what PL saved BP by using his solution (BP's own estimates). PL is in Federal District Court in Miami against BP, et. al. on this (case no. 1:11- cv-21855-MGC). PL will give the money to charity. PL is 77 years old. His self-controlled investments bring in over \$1,000,000 gross income annually. His business losses have averaged \$127,000 during the seawall patent period of effectiveness. The losses from 2002 were 100% due to DF's continuum of bad shackles during the time of his patent. Copies of 10 years of his tax returns were provided to DF in Production of Documents. PL has absolutely no reason to lie, and he wouldn't lie. Where there are statements of opposing facts, PL is absolutely telling the truth. Please read PL's pleading arguments and case law to know that PL is telling the truth.

CONCLUSION

There is something inherently wrong and unjust when PL works very hard and diligently within conditions of tide changes and strong currents to determine why the ss shackles bought from Rasmussen were unscrewing. New ss shackles were bought from Rasmussen to replace the ones no longer holding his patented dock system, and different solutions

were tried to stop the unscrewing. Some of these solutions were recommended by Rasmussen's Bill Joost who continued to make recommendations for best quality goods to hold PL's dock system in Salt Water. PL never complained about the price of the goods bought. He just wanted the best quality for his application. Then on June 20, 2009, PL learned that all these years DF was providing lesser quality goods year-after-year from lesser quality unsupervised manufacturers. PL asked for mediation, but DF stalled. PL was permanently injured in his right leg causing considerable pain and disability. Now PL learns that he cannot be compensated, but he also had to pay DF's legal expenses. There truly is something wrong with this picture.

PL respectfully asks the Court of Appeals to either review and decide the case de novo and overrule all the court orders of Judge Eaton to date or permit PL's Motion for Change of Venue to the Superior Court for King County for a trial de novo (Ex 'D' enclosed) with the (Partial) Summary Judgments and subsequent orders of Judge Eaton (and including Orders of cs 76, 77, and 78 concerning WL (cp413-421)) be overthrown. PL has paid DF \$63,783.84 marked "without prejudice" (Ex 'E') in compliance with Judge Eaton's final order for summary judgment. PL respectfully asks the Court of Appeals to order DF to pay PL \$63,783.84 and any other amounts it deems appropriate plus 12 % annual interest

equal to what they were imposing on PL. Please make the deadline for payment and repayment 2 weeks from the court's finding as ordered. Please also impose a \$200 per day penalty on DF for each day payment runs over 2 weeks or .3314% of the amount owed per day penalty, whichever is greater. Having an insurance company involved would cause sluggish payment and repayment without sanctions, so a daily penalty is necessary.

Dated this 5th day of January 2015.



Franklin R. Lacy, Plaintiff/Appellant
in Pro Se
1083 N. Collier Blvd., #402
Marco Island, Florida 34145
(239) 970-2213
frank@franklinlacy.com
<http://www.franklinlacy.com>

EXHIBIT 'A', TRANSCRIPTS AND HEARING

DEFICIENCIES SUPPLEMENT 08/15/2012

SUPERIOR COURT OF WASHINGTON
FOR SAN JUAN COUNTY

RICHARD RASMUSSEN, BETTY J.)
RASMUSSEN, owners, RASMUSSEN)
WIRE ROPE & RIGGING CO.,)
RASMUSSEN EQUIPMENT CO.,)
BILL JOOST, LANDMANN WIRE)
PRODUCTS, WEISNER, INC.,)
WEISNER STEEL PRODUCTS, INC., Chang Doe)
Shackle Manufacturing Company, Defendants)
Respondent,)
v.)
Franklin R. Lacy, Plaintiff, "In Pro Se")
Appellant.)

Court Case No. 10-2-05171-7
Appeal Case No. 68849-5

Transcripts and Hearing Deficiencies Supplement 08/15/2012

I, Franklin R. Lacy, am Plaintiff "In Pro Se" in the above case, and I have initiated this Consideration before the Court of Appeals.

A few additional considerations regarding the transcripts are as follows. The June 15, 2012 hearing started at 11:21 A.M. with opposing counsel making arguments. They were allowed to freely testify with almost no interruption by the Court with questions until 11:36 A.M. (15 minutes).

Plaintiff started his arguments at 11:36 A.M. and was only allowed to argue until 11:38 A.M. (2 minutes) before being cut off and prevented from continuing or arguing Plaintiff's side. Plaintiff was not allowed to even dispute Defendant's wrong statements such as the fact that Defendants Rasmussen (RICHARD RASMUSSEN, BETTY J. RASMUSSEN, owners, RASMUSSEN WIRE ROPE & RIGGING CO., RASMUSSEN EQUIPMENT CO., BILL JOOST) always misrepresented that they bought their shackles and other parts directly from the

manufacturers. This misrepresentation continued until their tremendously delayed Interrogatory and Production answers eventually revealed that Defendants Landmann Wire Products (hereafter called Landmann) and Weisner, Inc. and Weisner Steel Products, Inc. (hereafter called Weisners) were actually their suppliers of the 1” alleged stainless steel shackles. After the 2 minutes of arguments, the Court would only hear cryptic answers to Court questions which only lasted 3 more minutes. They were inadequate because of Court imposed restraints. On page 16, line 22 of the June 15, 2012 hearing transcript His Honor said, “...I have a lot of other things I’ve got to get done by noon here.” His Honor overlooked the fact that Plaintiff had booked a 30-45 minute overflow time slot for 1:30 P.M. to continue arguments in addition to handling a few follow on brief Motions. On page 17, line 18, His Honor stated, “I don’t – I don’t want to hear why you weren’t here sir. You were here on August 26th, I gave you permission to go ahead and bring them into the lawsuit.” On page 18, line 16, “I don’t have time to hear – “. “I don’t have time to hear about that, I got a lot of people sitting here.” August 26, 2011 was a Friday, so there was only a few days left for out-of-state service until the month ended.

On page 13, line 12 of the transcripts for the June 15, 2012 hearing, opposing counsel Thompson said, “The statute of limitations, the person – the purpose of that statute is to avoid stale claims and that’s for the courts and that’s for potential defendants. This, in deed, became a stale claim and with a – in his briefing that he responded with his opposition, I didn’t see anything in there that justified that the statute of limitations should have been waived or that it did not in fact expire.” I was going to argue against this but His Honor didn’t allow me to. Please refer to the supplemental Transcripts and Hearing Deficiencies of August 13, 2012. Due to Defendant Rasmussen’s deliberate delays, Plaintiff was not given enough time to serve

Defendants Weisners and Landmann on or before August 2011 even if The Court of Appeals decided that that is the end of the Statute of Limitations. Defendants Rasmussen deliberately withheld the names of Defendants Weisners and Landmann. They continued to represent that they purchased their parts directly from the manufacturers, possibly to subvert Court involvement of their sources, to protect their business model, and to help friends. Then Defendants Rasmussen submitted their answers to Interrogatories and Production in May 2011. Their submission was in confusing arrangement that took Plaintiff a whole month to sort out. Please see Exhibits "A" through "M" of the supplemental Transcripts and Hearing Deficiencies dated 08/13/2012. This case is not going stale as Counsel Thompson claims. It is substantial. The damages to Plaintiff are great, and Defendant Rasmussen interference prevented Plaintiff from serving Defendants Weisners and Landmann by August 2011. Plaintiff respectfully requests the Court of Appeals to keep Defendants Weisners and Landmann in this lawsuit.

Affidavit: I, Franklin R. Lacy, am Plaintiff "In Pro Se" in this matter. Under threat of perjury, all the statements made herein are true and fair to the best of my knowledge.

Dated on the 16, day of August 2012.



Franklin R. Lacy, Plaintiff "In Pro Se"
1083 N. Collier Blvd., #402
Marco Island, FL 34145
(360) 378-6918 until 10/11/2012
(239) 970-2213, northernexp@centurytel.net
Locally, P. O. Box 609, Friday Harbor, WA 98250

Copy sent to The Honorable Richard J. Johnson, Clerk, Court of Appeals, Div. 1, One Union Square, 600 University Street, Seattle, WA 98101-4170 in addition to being served on the Trial Court Clerk and Defendants.

Defendant Attorneys:

Kathleen M. Thompson (for Landmann)
Gardner Trabolsi & Associates PLLC
2200 6th Ave., Suite 600
Seattle, WA 98121

Donald K. McLean (for Rasmusen group)
Bauer Moynihan & Johnson LLP
2101 Fourth Ave., Ste. 2400
Seattle, WA 98121-2320

Charles Willmes (for Weisners)
Merrick, Hofstedt & Lindsey, P. S.
3101 Western Avenue, Suite 200
Seattle Washington 98121

Elaine Edralin Pascua (Weisner)
Law Office of William J. O'Brien
999 Third Ave., Ste. 805
Seattle, WA 98104

PROOF OF SERVICE

I, Richard Aarons, am over 18 years of age and have no interest in this case. I hereby certify under penalty of perjury under the laws of the State of Washington that on this day I caused to be served in the manner indicated a true and accurate copy of

Transcripts and Hearing Deficiencies Supplement 08/15/2012.

via priority first class mail and sent in same or served in person to **SUPERIOR COURT OF WASHINGTON IN AND FOR SAN JUAN COUNTY, located at COURT HOUSE, 350 COURT STREET, #7, Friday Harbor, WA 98250 AND The Honorable Richard J. Johnson, Clerk, Court of Appeals, Div. 1, One Union Square, 600 University Street, Seattle, WA 98101-4170**

**Kathleen M. Thompson (for Landmann)
Gardner Trabolsi & Associates PLLC
2200 6th Ave., Suite 600
Seattle, WA 98121**

**Donald K. McLean (for Rasmusen group)
Bauer Moynihan & Johnson LLP
2201 Fourth Ave., Ste. 2400
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3101 Western Avenue, Suite 200
Seattle Washington 98121**

**Elaine Edralin Pascua (Weisner)
Law Office of William J. O'Brien
999 Third Ave., Ste. 805
Seattle, WA 98104**

August 16, 2012


**Served Richard Aarons on August 16, 2012
P. O. Box 1831
Friday Harbor, Washington 98250
503-895-1451**

EXHIBIT 'B', ORDER GRANTING RASMUSSEN
DEFENDANTS' MOTION TO QUANTIFY ATTORNEY

FEES

NOV 18 2014

JOAN P. WHITE
SAN JUAN COUNTY, WASHINGTON

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SAN JUAN

FRANKLIN R. LACY, representing
self,

No. 10-2-05171-7

Plaintiff,

ORDER GRANTING RASMUSSEN
DEFENDANT'S MOTION TO
QUANTIFY ATTORNEY'S FEES

v.

RICHARD RASMUSSEN, BETTY
RASMUSSEN, owner(s), RASMUSSEN
WIRE ROPE & RIGGING CO.,
RASMUSSEN EQUIPMENT COMPANY,
BILL JOOST, CHANG DOE SHACKLE
MANUFACTURING CO.,

Defendants.

THIS MATTER comes before the above-entitled Court on September 25, 2014 on
defendants Rasmussen Wire Rope & Rigging, Inc., Richard Rasmussen, Betty Rasmussen
Bill Joost and, Rasmussen Equipment Company's (collectively "Rasmussen Defendants")
Motion to Quantify Attorney's Fees. The Court having reviewed the following documents:

1. Rasmussen Defendants' Motion to Quantify Attorney's Fees;
2. Declaration of Donald K. McLean and exhibits thereto;
3. Franklin Lacy's Response Against Rasmussen Defendants' Motion;
4. Documents submitted with the Response Against the motion;
8. Reply in Support of Motion to Quantify Attorney's Fees; and
9. The records and files herein.

The Court having heard argument of counsel; *having made its findings, as set forth in its letter of even date, a copy of which is attached hereto AND incorporated herein:*

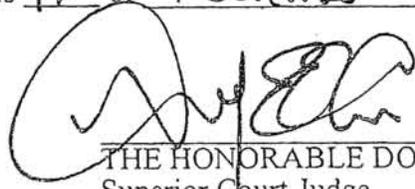
ORDER
NO. 10-2-05171-7

ATTORNEYS AT LAW
BAUER MOYNIHAN & JOHNSON LLP
2101 FOURTH AVENUE - SUITE 2400
SEATTLE, WASHINGTON 98121-2320
(206) 443-3400

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Court GRANTS
2 Rasmussen Defendants' Motion to Quantify Attorney's Fees; and

3 1. Plaintiff Franklin Lacy will pay the Rasmussen Defendants' attorney's fees in
4 the amount of \$63,783.84.

5 CHAMBERS
6 DONE IN ~~OPEN COURT~~ this 18th of November, 2014.

7 
8
9

THE HONORABLE DONALD E. EATON
Superior Court Judge

SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR SAN JUAN COUNTY

Donald E. Eaton
Judge

Jane M. Severin
Court Administrator

November 18, 2014

Franklin R. Lacy
1083 N. Collier Blvd. #402
Marco Island, FL 34145

Donald K. McLean
Bauer Moynihan & Johnson
2101 Fourth Avenue, Suite 2400
Seattle, WA 98121

Re: Lacy v. Rasmussen, et al.
Superior Court Cause No. 10-2-05171-7

Dear Mr. Lacy and Mr. McLean:

This matter was before the Court on October 31, 2014 for oral argument on Defendant's Motion to Quantify Attorney's Fees. The Court had previously reviewed the Motion and the Declaration of Donald K. McLean in Support of Motion to Quantify Attorney's Fees, with attached Exhibit A; Plaintiff's Response Against Defendants' Motion to Quantify Attorney's Fees; and Defendants' Reply in Support of Motion to Quantify. The court took the matter under advisement and, in making its determination, has applied the "lodestar method" required under Washington law for the calculation of a reasonable attorney's fee award.

The lodestar method requires a court to multiply a reasonable hourly rate by the number of hours reasonably expended on the matter. There is a strong presumption that the lodestar amount represents a reasonable fee. However, the lodestar amount may, in appropriate cases, be adjusted up or down to reflect factors not already considered in making the lodestar calculation. Defendants have not asked the Court to adjust the lodestar amount upward.

In order for a court to calculate the lodestar amount the party seeking the award must provide adequate documentation of the hours expended, the nature of the work performed during those hours, and the category of the attorney who performed the work. The party opposing the award has the burden of rebutting the evidence submitted by the requesting party.

Here, Defendants have submitted documentation sufficient for the Court to undertake a meaningful lodestar calculation. The Declaration of Donald K. McClean provides the Court with the hourly rates of the attorneys who performed the work and the invoices attached as Exhibit A to that Declaration provide the Court with a detailed explanation of the number of hours worked, who performed the work and the nature of the work performed. The hourly rates charged for the firms work on this matter are the established rates charged by Mr. McLean and a firm associate. Established rates are generally considered reasonable, Bowers v Transamerica Title Insurance Co., 100 Wn.2d 581 (1983). A trial court may adopt a reasonable hourly rate based on affidavits. Scott Fetzer Co. v Weeks, 122 Wn.2d 141 (1993).

Plaintiff opines that \$225.00 per hour, the rate charged by Mr. McLean beginning in January of 2012, is exorbitant. But Plaintiff provides no supporting evidence for his opinion, nor any information concerning the basis for his opinion other than pointing out that, annualized, \$225.00 per hour would produce income greater than that paid to a president in the United States. While that may be true, it does not make the hourly rate unreasonable.

In considering the evidence for and against the established hourly rates of Mr. McLean, and in consideration of the level of skill required by this litigation and the amount Plaintiff sought to recover, the Court concludes that Mr. McLean's established hourly rates are reasonable. And in the complete absence of any evidence that the associate's established rates are not reasonable, the supporting evidence and the same considerations regarding the skill required by the litigation and the amount Plaintiff sought to recover persuade the Court that the associate's rates are also reasonable.

In considering the number of hours expended by the attorneys for the party seeking an award of fees, the Court must exclude any hours that are excessive, redundant, or otherwise unnecessary. The Court must also exclude any work performed in connection with claims on which the requesting party did not prevail or claims for which attorney's fees may not be awarded. Here Defendants prevailed on all of the claims presented by Plaintiff. However, one of Plaintiff's claims was based on tort, for which there is no basis upon which the Court could award attorney's fees. Recognizing this, Defendants have not included in their request any of the time expended in connection with that claim.

The Court has reviewed Defendants' invoices and does not find any charges that appear to be redundant. There are numerous entries, totaling nearly \$4,000.00, for which no charges were made. Nearly \$2,000.00 charged to Defendants have been stricken from the requested amount and a bit more than \$1,000.00 has been discounted by approximately 15%. After the first two billings, many of the hours expended were performed by associates, rather than Mr. McLean.

Plaintiff argues that the fees "were clearly covering matters other than what was proven in the Motion for Summary Judgment (Partial and then Full)." He suggests the only hours the Court should consider are those that begin with counsel's preparation of Defendants' Motion for Summary Judgment on October 30, 2013 and that end with the Court's order concerning that Motion. The Court finds that argument unpersuasive. Work performed prior to October 31, 2013 included hours for initially reviewing and responding to Plaintiff's Complaint; reviewing and responding to Plaintiff's discovery requests; reviewing and responding to Plaintiff's Motion to Compel and preparing and arguing Defendants' Motion to Compel; scheduling and taking depositions; pre-October 31, 2013 work on the summary judgment motion; supplementing discovery responses; responding to Plaintiff's Notice of Appeal and Motion to Stay; responding to Plaintiff's Motion for Discretionary Review; and responding to Plaintiff's Motion to Modify Commissioner's Ruling (Court of Appeals). The only work performed prior to October 31, 2013 that was arguably unnecessary was that associated with responding to Plaintiff's Motion to Compel. Having reviewed the documents pertaining to that Motion, the Court finds that

Defendants' delays and failures to respond as Plaintiff wanted were not without good cause. Discovery disputes are more often than not a result of legitimate concerns regarding claims of privilege, undue burden, fishing expeditions and the like. Such, in the opinion of the Court, was the case here.

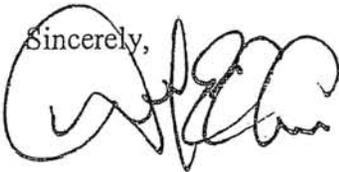
Plaintiff also argues that the Court should not include in any award the fee charged by Defendants' attorney for the first hour of service because, he opines, it is standard practice for most attorneys not to charge for that first hour. Plaintiff provides no supporting documentation for his assertion and, even if some attorneys do not charge for the first hour, it is not unreasonable for an attorney to charge for that time.

Plaintiff next argues that any award should be reduced by the attorney's fee awards of \$100.00 each contained in two orders entered by the Court on March 21, 2014. Defendants agree and the request has been reduced by that amount.

In conclusion, the Court finds all of the work set forth in the billing records, as redacted and as discounted, to be fairly and properly considered as reasonably necessary to the defense of Plaintiff's claims for damages, which claims were in the amount of \$23,931,249.00. While consideration of the amount in dispute as a factor in making an attorney's fee award is the subject of some disagreement among the appellate courts in Washington, it is difficult to overlook the fact that Plaintiff sought an extraordinarily large verdict in this case. To the extent Defendants' attorneys were diligent and thorough in responding to Plaintiff's claims, the Court is understanding.

The Court will grant Defendants' Motion and will enter an order awarding the full amount of the requested attorney's fees: \$63,783.84.

Sincerely,



Donald E. Eaton,
Judge

DEE:jms

cc:

Franklin R. Lacy
297 Lonesome Cove Road
Friday Harbor, WA 98250

EXHIBIT 'C', BILL JOOST MISSING DEPOSITION

PAGES 163 AND 164

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SAN JUAN

FRANKLIN R. LACY,)
representing self,)
)
Plaintiff,)

vs.)

No. 10-2-05171-7

RICHARD RASMUSSEN, JANE DOE)
RASMUSSEN, JOHN DOE)
RASMUSSEN, et al.,)
owner(s), RASMUSSEN WIRE)
ROPE & RIGGING CO.,)
RASMUSSEN EQUIPMENT)
COMPANY, BILL JOOST, CHANG)
DOE SHACKLE MANUFACTURING)
CO.,)

Defendants.

Deposition Upon Oral Examination

of

BILL JOOST

Taken at 2101 Fourth Avenue, Suite 2400

Seattle, Washington

DATE: September 20, 2013

REPORTED BY: Lori K. Haworth, RPR
License No.: 2958

1 Q. Import? And it's six of them at 16 bucks apiece. So
2 in 2001, I probably ordered my last galvanized shackle since we
3 didn't see them after that; is that correct?

4 A. I couldn't hear all that.

5 Q. In 7-27-01 --

6 A. Uh-huh.

7 Q. -- that's the last time I ordered galvanized safety
8 anchor shackles. I ordered stainless steel shackles after that
9 point; is that correct?

10 A. Yeah. In all this that we have been going through,
11 that seems to be the first one sold, which would be the oldest
12 one, because we are going backwards. Yes. So that would be the
13 last one, according to the paperwork in Exhibit 3.

14 Q. And it looks like that's the end of them almost.

15 A. Yeah.

16 Q. It says here -- on 7-17, about two sheets before the
17 last one that we just went over, it says, "New six-inch OD
18 eight-ton 4099 snatch blocks"; quantity eight. What would that
19 be?

20 A. Oh. That's a packing list, or is it? No. That's
21 something you dropped off to us.

22 Q. Frank Lacy and Associates? It looks -- if you look at
23 "name of carrier," it says T-H-E-I-R-S.

24 A. Theirs.

25 Q. It looks like your R; that you wrote it out.

1 A. Yeah, I wrote that.

2 Q. Yeah. So you filled this out?

3 A. We are the consignee. You're the shipper. You
4 returned something.

5 Q. Oh. So I returned eight of them?

6 A. And I write-up the paperwork when you return stuff,
7 so.

8 Q. So if they were defective and I returned them, you'd
9 write-up the paperwork like this?

10 A. If you returned something, I would write-up the
11 paperwork just to show that the glass was returned. Whether it
12 was -- you know.

13 Q. Okay. So I returned them in new condition, because
14 you didn't mark that. And then the next line down, you have,
15 "Seven each, old, same as above," and in parentheses, "In bad
16 shape"?

17 A. Yeah. I didn't write that.

18 Q. I wrote it in because I think you -- you had me have a
19 copy of it as a receipt, so.

20 A. Yeah, yeah.

21 Q. So.

22 A. I do paperwork on anything that moves around so we
23 know what it is and who it came from.

24 Q. And the next line, "3 each," what does that
25 "five-eighths-inch stainless steel --"

1 A. Wire rope assemblies.

2 Q. I returned that?

3 A. I guess. I don't know. Hard to say, Frank. Twelve
4 years ago.

5 Q. What is that thing to the right of that? It's got --
6 it's outlined with a wiggly line.

7 A. Oh. That's the letters R-E-C-apostrophe-G standing
8 for "Received," and that's my signature and the date.

9 Q. Oh, okay.

10 A. That's saying --

11 Q. So that's when you got back the blocks and -- the new
12 ones?

13 A. Right.

14 Q. Because I tried them out and they got in bad shape,
15 so. But those blocks were -- were galvanized blocks? Can you
16 tell from the list, or --

17 A. Yeah. On the one -- one work order, they say
18 "galvanized." Yes.

19 Q. They are galvanized?

20 A. Yeah.

21 Q. Okay. Now, the preceding one, 6-19-01, you have, "PN
22 7339792, six-inch, eight-ton WLL galvanized snatch block," and
23 it looked like you're charging me \$242 each for them. Can you
24 see that?

25 A. That's a negative. That's a credit.

1 Q. Oh.

2 A. That was a credit for the eight blocks on the --
3 that's your return.

4 Q. Okay. So you credited me back on the new ones I
5 returned but not on the bad ones?

6 A. I don't see it there on the bad ones.

7 Q. Yes. You didn't give me credit for them.

8 A. Yeah.

9 Q. At \$242 each, and there were seven of them. And what
10 determines that this is a credit?

11 A. There is a negative behind the quantity. It's --

12 Q. Oh. When you put a negative behind the "8," that
13 means it's a credit?

14 A. Right, and there should be a negative on the
15 right-hand side behind the totals, but it probably got cut-off
16 by the copier, but it was a credit, and it's written "Visa
17 credit" in the body.

18 Q. Okay. So you just credited me for eight, not 15. So
19 when people return things that turn out to be defective, you
20 don't refund their money. Is that your policy?

21 MR. MCLEAN: Object to the form of the question.

22 A. If you're asking -- yes. If you're asking if someone
23 brings a return back, we would send it to the manufacturer if it
24 was possibly defective per their report.

25 Q. And did they report on these seven?

1 A. I -- I don't have paperwork here that says that, but.

2 Q. Do you have any paperwork that shows you credited me
3 those seven bad ones?

4 A. I don't see it here, but.

5 Q. So you just kind of forget about it, or you won't
6 credit unless the manufacturer credits to you, is that correct,
7 so you're not out any money? Otherwise, you won't make good
8 with a customer on a bad product?

9 MR. MCLEAN: I am going to object to the form of
10 the question. You can answer.

11 A. I don't -- no. That the -- I am sorry. I am off on
12 that. Could I hear that question again?

13 (The last question was read.)

14 MR. MCLEAN: Object to the form of the question.
15 You can answer.

16 A. We -- according to this paperwork, we sent it back for
17 inspection, but I don't see another credit.

18 Q. So you didn't follow through to make sure I got my
19 credit?

20 A. Yeah. I don't --

21 Q. You just kind of forgot about it; is that right?

22 A. Well, no. I don't recall what happened. It's -- it's
23 a long time ago. But according to the paperwork that's here, I
24 don't see -- yeah. Oh, wait a minute. Yeah, I don't see where
25 that other -- the other one ever got an answer back to you.

1 Q. Yeah. So that isn't an indication, would you say,
2 that your customer comes first?

3 MR. MCLEAN: Object to the form of the question.

4 A. I didn't quite hear that, Frank.

5 Q. Your policy is that -- according to your website, that
6 your customer comes first, and this is an indication of how you
7 follow that policy; is that correct?

8 MR. MCLEAN: Object to the form of the question.

9 A. In this case, something has fallen through the crack.

10 Q. Because there was no follow-through?

11 A. Something has fallen through the crack for some
12 reason, yes.

13 Q. And I paid \$242.40 for each of the blocks, is that
14 correct, because that's what you credited for the eight but not
15 the seven?

16 A. Yeah. That was the credit for the eight new ones that
17 were returned.

18 Q. Now, the date of the shipment on that is 6-19-01?

19 A. Correct.

20 Q. That was when you originally shipped it. And the
21 credit was issued on 7-17-01; is that correct?

22 A. The credit shows the date of the shipment of the
23 original order, which is the one -- the next one in line
24 progressively after that.

25 Q. Okay.

1 A. And so the order date was 7-17. The credit was issued
2 the day you brought them back.

3 Q. I see. So if I had ordered shackles the year before
4 and you gave me credit for it, you use that date on the credit
5 whenever you gave the credit; is that correct?

6 A. If I was to issue a credit for material from the past,
7 I tried to catch the date of the original shipment to show how
8 long it would have been. Yeah.

9 Q. On 6-4-01, between the hash marks, the first set, I
10 ordered -- is that six galvanized shackles?

11 A. It is.

12 Q. Galvanized safety anchor --

13 A. Correct.

14 Q. -- shackles? Are those the types with the twist
15 end-to-end or is it the type that has the hex bolt end and --

16 A. It would be one with a nut/bolt/cotter.

17 Q. Okay. So the nut/bolt/cotter, six. And then the next
18 item down below it, I ordered three-sixteenths-inch by two-inch
19 stainless steel cotter pins, 36?

20 A. M-hmm.

21 MR. MCLEAN: Yes?

22 A. I am sorry. Yes.

23 Q. It says -- on the tabulated page before that, it says,
24 "Defendant(s) automatic Visa charges to Lacy, copies of all
25 invoices needed." Now, you charged-off --

EXHIBIT 'D', PLAINTIFF'S MOTION FOR CHANGE OF
VENUE TO SUPERIOR COURT OF WASHINGTON IN
AND FOR THE COUNTY OF KING AND REVIEW DE
NOVO PER COURT VALIDATED TERMS AND
CONDITIONS

The Honorable Donald E. Eaton
For Hearing: January 2, 2015
Without Oral Argument

SUPERIOR COURT OF WASHINGTON IN AND FOR San Juan COUNTY

Franklin R. Lacy representing self,)	NO. 10-2-05171-7
)	PLAINTIFF'S
)	MOTION FOR CHANGE OF VENUE
v.)	TO SUPERIOR COURT OF WASHINGTON
)	IN AND FOR THE COUNTY OF KING
RICHARD RASMUSSEN, BETTY J.)	AND REVIEW DE NOVO PER COURT
RASMUSSEN, owners, RASMUSSEN WIRE)	VALIDATED TERMS AND CONDITIONS
ROPE & RIGGING CO., RASMUSSEN)	
EQUIPMENT CO., BILL JOOST,)	
CHANG DOE SHACKLE MANUFACTURING CO.,)	
)	
Defendants.)	

**PLAINTIFF'S MOTION FOR CHANGE OF VENUE TO SUPERIOR COURT OF WASHINGTON
IN AND FOR THE COUNTY OF KING AND MOTION REVIEW DE NOVO THEREIN PER
COURT VALIDATED TERMS AND CONDITIONS**

STATEMENT OF FACTS

Plaintiff respectfully pleads his Motion For Change Of Venue To Superior Court Of Washington In And For The County Of King And Motion For Review De Novo Therein Per Court Validated Terms And Conditions. The terms and conditions were ruled by this court to be binding in matters concerning attorney fees (Item 11) which also states "11. **Law/Jurisdiction:** If there is no underlying written contract, this agreement and the performance of the parties thereto shall be governed and interpreted as follows: (1) if the invoice originates through Seller's Washington office, Washington law shall apply and the parties agree that with respect to any

litigation arising out of this agreement or performance under it, the federal and/or state courts located in Seattle, Washington shall have exclusive jurisdiction..... Please see Exhibit 'B'. Despite Plaintiff's arguments in repeated pleadings for the period from January 7, 2014 through October 2014 against the validity of these terms and conditions, which only apply to "equipment", not "goods", your Honor through your rulings starting with March 31, 2014 (Exhibit 'A') found the terms and conditions absolutely enforceable.

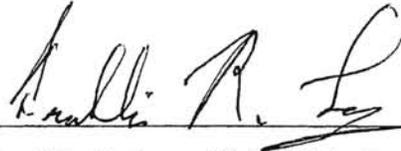
ARGUMENT

Since your Honor ruled that the Terms and conditions are enforceable, even Item Number 11 concerning Law/Jurisdiction, then you are required to enforce the Jurisdiction requirement, which mandates that the only Superior Court jurisdiction that is allowed to hear this case is Seattle. Therefore Plaintiff respectfully requests that your Honor grants a change of venue for this case to the Washington Superior Court in and for the County of King with all pleadings and Clerk's papers transferred thereto for a review and hearings De Novo.

CONCLUSION

This case involves a jurisdictional matter per the Terms and Conditions that your Honor found to be enforceable. Under these terms and conditions the case must be heard in the Superior Court in and for the County of King in Seattle. Therefore Plaintiff respectfully moves that your Honor grants a change of venue for this case to the Washington Superior Court in and for the County of King with all pleadings and Clerk's papers transferred thereto for a review and hearings De Novo. Plaintiff further respectfully moves that all pending hearings before this court on this case cease immediately because of this pending change of venue.

Dated this 15th Day of December 2014.

A handwritten signature in black ink, appearing to read "Franklin R. Lacy", written over a horizontal line.

Franklin R. Lacy, Plaintiff in Pro Se
1083 N. Collier Blvd., #402
Marco Island, Florida 34145
northernexp@centurytel.net
(239) 970-2213

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COUNTY CLERKS OFFICE
FILED COPY

MAR 31 2014

JOAN P. WHITE
SAN JUAN COUNTY WASHINGTON
Exhibit 'A'

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SAN JUAN

FRANKLIN R. LACY, representing
self,

Plaintiff,

v.

RICHARD RASMUSSEN, JANE DOE
RASMUSSEN, JOHN DOE RASMUSSEN,
et al., owner(s), RASMUSSEN WIRE
ROPE & RIGGING CO., RASMUSSEN
EQUIPMENT COMPANY, BILL JOOST,
CHANG DOE SHACKLE
MANUFACTURING CO.,

Defendants.

No. 10-2-05171-7

ORDER GRANTING RASMUSSEN
DEFENDANT'S MOTION FOR
PARTIAL SUMMARY JUDGMENT

THIS MATTER comes before the above-entitled Court on December 20, 2013 on defendants Rasmussen Wire Rope & Rigging, Inc., Richard Rasmussen, Betty Rasmussen Bill Joost and, Rasmussen Equipment Company's (collectively "Rasmussen Defendants") motion for Partial Summary Judgment. The Court having reviewed the following documents:

1. Rasmussen Defendants' Motion for Partial Summary Judgment;
2. Declaration of Donald K. McLean and exhibits thereto;
3. Excerpts of the Deposition of Richard Rasmussen;
4. Excerpts of the Deposition of Franklin Lacy;
5. Declaration of Bill Joost and exhibit thereto;
6. Franklin Lacy's Opposition to Rasmussen Defendants' Motion;
7. Documents submitted with the Opposition;

ORDER
NO. 10-2-05171-7

- 1

ORIGINAL

ATTORNEYS AT LAW
BAUER MOYNIHAN & JOHNSON LLP
2101 FOURTH AVENUE - SUITE 2400
SEATTLE, WASHINGTON 98121-2320
(206) 443-3400

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8. Reply in Support of Motion for Partial Summary Judgment; and

9. The records and files herein.

The Court having heard argument of counsel;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Court GRANTS Rasmussen Defendants' Motion for Partial Summary Judgment;

1. Franklin Lacy ("Lacy") claims related to items purchased from Rasmussen Wire Rope & Rigging, Inc. ("Rasmussen") prior to August 11, 2006 are time barred.

2. Lacy's claim for consequential damages are precluded by the terms and conditions of the sales contract;

3. Lacy's claims for consequential damages and lost profits are dismissed because Lacy cannot produce any admissible evidence supporting these claims;

4. Lacy's tort claims for events occurring prior to August 11, 2007 are time barred;

5. Lacy's tort claims for damages related to the 2008 failure of his dock system are barred by the Independent Duty Doctrine because Lacy only suffered economic loss and the dock did not fail suddenly and dangerously; and

6. Rasmussen Wire Rope & Rigging, Inc., Richard Rasmussen, Betty Rasmussen Bill Joost and, Rasmussen Equipment Company do not owe Lacy a fiduciary duty.

DONE IN OPEN COURT this 31st of March, 2014.


THE HONORABLE
Superior Court Judge

ORDER
NO. 10-2-05171-7 - 2

ATTORNEYS AT LAW
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Presented by:

BAUER MOYNIHAN & JOHNSON LLP



Donald K. McLean, WSBA No. 24158
Attorneys for Rasmussen Wire Rope & Rigging, Inc.,
Richard Rasmussen, Betty Rasmussen Bill Joost and,
Rasmussen Equipment Company
2101 Fourth Avenue, Suite 2400
Seattle, Washington 98121
Phone: (206) 443-3400
Facsimile: (206) 448-9076
E-mail: dkmclean@bmjlaw.com

Approved as to form by:

FRANKLIN LACY

Franklin Lacy
Pro Se

ORDER
NO. 10-2-05171-7

- 3

ATTORNEYS AT LAW
BAUER MOYNIHAN & JOHNSON LLP
2101 FOURTH AVENUE - SUITE 2400
SEATTLE, WASHINGTON 98121-2320
(206) 443-3400

Terms and Conditions of Standard Invoice

EXHIBIT 'B'

1. **Contract Terms:** If the underlying transaction is part of a written contract, lease, an equipment rental agreement or charter party, the terms and conditions of that written contract will control, and this invoice shall merely be considered a statement of the amount due as reflected herein. If there is no underlying written contract, this invoice shall constitute the terms and conditions of sale and Purchaser, by accepting the equipment, agrees to be bound by all of the terms and conditions contained herein.
2. **Acceptance:** Purchaser's acceptance is accomplished and complete when the equipment is delivered to Purchaser or when Purchaser signs the invoice acknowledging acceptance. Reasonable accommodation shall be afforded Purchaser for inspection prior to acceptance. Purchaser's initial acceptance shall be final. Purchaser's failure to inspect shall be deemed a waiver of the right to inspect and shall be construed as Purchaser's intent to accept the delivered equipment without inspection. Any failure to inspect shall also be deemed a waiver of any right to revoke acceptance at some future date with respect to any defect that a proper inspection would have revealed. Purchaser's acceptance may not be conditioned upon financing of the purchase price, negotiation of bank drafts or approval by entities not a party to this contract. Upon acceptance, Purchaser shall be bound by all of the terms and conditions contained herein.
3. **Purchase Price:** The purchase price for each piece of equipment, and the total contract purchase price are listed above. All items of equipment covered by this contract are F.O.B. point of delivery.
4. **Payment:** Unless agreed by Seller otherwise, the total contract purchase price is due and payable no later than the time Purchaser accepts delivery of the equipment. Failure by Purchaser to pay the total contract purchase price before or at the time of delivery may excuse Seller's obligations under this agreement, at Seller's option. In the alternative, Seller may agree to accept Purchaser's promise to pay for all or any part of the Equipment delivered, but Seller is under no obligation to do so. In any event, if payment of the total contract purchase price is not tendered by Purchaser at the time of delivery, or in the event that bank drafts offered as payment are not negotiable for any reason, or if for any other reason the total contract purchase price is not paid at the time of delivery and acceptance, the total contract purchase price, or any other amount left due, will bear interest at the rate of 1 1/2% per month from the date of delivery until paid in full. The purchase price and any other amounts due to seller shall be paid in U.S. Currency without deduction or offset of any kind.
5. **Delivery:** Delivery is accomplished, and Seller's performance is complete, when Purchaser either picks up the equipment at Seller's facility or, if agreed to by Seller, when Seller delivers the equipment to purchaser at the location designated by Purchaser. If Seller arranges for delivery by a third party, delivery shall occur when the equipment is picked up by the third party. Purchaser agrees that all transportation of the delivered equipment beyond the delivery location is solely at Purchaser's risk and expense.
6. **Partial Delivery:** Seller may accomplish partial deliveries of the equipment covered under this contract. In any case of partial delivery the Purchaser agrees to pay for those items delivered no later than the time delivered items are accepted.
7. **Removal:** All rights, obligations, responsibilities and liabilities for equipment sold under this contract pass with title. Purchaser and Seller agree that title passes upon Purchaser's acceptance of the equipment, as defined by this contract, regardless of the status of payment. Purchaser agrees to remove from Seller's premises all equipment purchased under this contract immediately upon transfer of title, as defined in this paragraph. Subsequent to such passing of title Purchaser is solely responsible for any and all risks of liability, and any and all risks of loss which involve the equipment sold under this contract, regardless of the location of the equipment, or the status of payment. The fact that any item sold under this contract is left on Seller's premises subsequent to passing of title will not be deemed to create a bailment. To the contrary, any equipment sold under this contract which remains upon Seller's premises subsequent to passing of title is deemed a nuisance which Purchaser is on notice to remove. Any equipment remaining on Seller's premises more than thirty (30) days subsequent to passing of title may be removed by Seller, at Seller's discretion, and at Purchaser's expense. Purchaser agrees to indemnify, defend, and hold Seller harmless of and from any claim or costs arising from Purchaser's ownership of the equipment subsequent to passing of title.
8. **Impracticability or Impossibility:** Seller shall not be liable for any delay or failure to deliver the equipment under this contract which is caused by fires, strikes, labor disputes, war, civil commotion, delays in transportation, shortages of labor or material, breakage of the equipment or other causes beyond the control of Seller. The existence of such causes of delay or failure shall justify the suspension of delivery, and shall extend the time of performance on the part of the Seller to the extent necessary to enable it to make delivery in the exercise of reasonable diligence after the causes of delay have been removed. If such causes of delay cannot be removed, seller's obligation to deliver is excused. In the event of the existence of any such causes of delay, Purchaser may cancel the purchase of such portion of the equipment as may have been subjected to such delay, provided cancellation is received by Seller before delivery is attempted by Seller under paragraph four (4) of this contract.
9. **Inspection and warranties:** Seller warrants that it is the lawful owner of the equipment, that it has the right to sell the same, and that the equipment is free of any claim of lien or other encumbrance. The equipment being sold may be new or used and is being sold on an "as is" basis, with Purchaser having full opportunity to inspect the equipment, or having the equipment inspected for it by technicians of its choice, before the equipment is delivered. Any recommendations and/or advice from Seller is agreed to be informal and shall not create any warranty from Seller; it shall remain Purchaser's sole responsibility to determine the suitability of the equipment for the application intended. Seller shall be held to no other warranties, representations whatsoever and shall specifically be excused from any warranty of merchantability or fitness for particular purpose or any other warranty whatsoever, including any warranty that the equipment is free from latent defects.
10. **Construction:** If there is no underlying written contract signed by both parties, this agreement contains the entire understanding of the parties and is intended to be the final expression of their agreement. It shall not be modified except in a writing signed by all parties. No course of prior dealings between the parties has been considered in negotiating this agreement and no course of prior dealings shall be relevant to supplement or explain any of the terms of this contract. Because the equipment sold herein is unique, there is no applicable trade usage which can be relied upon. No trade usage shall be relevant to explain, interpret, or qualify any of the terms of this contract.
11. **Law Jurisdiction:** If there is no underlying written contract, this agreement and the performance of the parties thereto shall be governed and interpreted as follows: (1) If the invoice originates through Seller's Washington office, Washington law shall apply and the parties agree that with respect to any litigation arising out of this agreement or performance under it, the federal and/or state courts located in Seattle, Washington shall have exclusive jurisdiction; or (2) If this invoice originates through Seller's Louisiana office, Louisiana law shall apply and the parties agree that with respect to any litigation arising out of this agreement or performance under it, the federal and/or state courts located in New Orleans, Louisiana shall have exclusive jurisdiction. The prevailing party in any suit, or proceeding shall be entitled to recover reasonable attorney's fees. In addition, the parties agree that Purchaser will reimburse Seller for any costs or expenses incurred by Seller in collecting the total contract purchase price, or any part thereof, including, but not limited to, reasonable attorney fees, fees of a collection or investigating agent, and any litigation expenses. Without prejudice to any other rights that Seller may have against Purchaser, if the equipment is supplied or furnished to a vessel, Seller shall have the right to enforce a maritime lien against the vessel and its appurtenances in any forum in which the vessel may be found.
12. **Consequential Damages:** Except as provided herein, neither party shall be responsible to the other for consequential or special damages, regardless of the cause thereof and whether resulting from delay, neglect or otherwise.
13. **Headings and Integration:** The headings are for convenience only and may not be used to construe this agreement. This agreement constitutes the final understanding between the parties, superseding all prior oral or written agreements. If may be modified only by a written document signed by both parties.

PROOF OF SERVICE

I, Doug Nettles, am over 18 years of age and have no interest in this case. I hereby certify under penalty of perjury under the laws of the State of Washington that on this day I caused to be served in the manner indicated a true and accurate copy of

**PLAINTIFF'S MOTION FOR CHANGE OF VENUE TO SUPERIOR COURT OF WASHINGTON
IN AND FOR THE COUNTY OF KING AND MOTION FOR REVIEW DE NOVO THEREIN PER
COURT VALIDATED TERMS AND CONDITIONS**

via Federal Express and sent in same to SUPERIOR COURT OF WASHINGTON IN AND FOR SAN JUAN COUNTY, located at COURT HOUSE, 350 COURT STREET, #7, Friday Harbor, WA 98250

**Donald K. McLean (for Rasmussen group)
Bauer Moynihan & Johnson LLP
2101 Fourth Ave., Ste. 2400
Seattle, WA 98121-2320**

December 15, 2014



Server Doug Nettles on December 15, 2014

58 North Collier Blvd., Suite 2002
Marco Island, Florida 34145
239-784-4396

EXHIBIT 'E', FINAL TRIAL COURT JUDGMENT FOR
ATTORNEY FEES AND PAYMENT CHECK UNDER
PROTEST AND WITHOUT PREJUDICE DATED

12/29/2014

RANKLIN R LACY
ATRICIA O LACY
5 STILLWATER CT
ARCO ISLAND, FL 34145-4221

CMA Cash Management Account®

6879

DATE Dec 29, 2014 87-176/843

-TY CLERKS OFFICE
FILED COPY

PAY TO THE ORDER OF Richard Rasmussen, Betty Rasmussen, Rasmussen Wire Rope & Rigging Co, Rasmussen Equipment Co, Bill Joost, Farmers Ins. \$ 63,783.84

DEC 19 2014

Sixty Three Thousand Seven Hundred Eighty Three DOLLARS

JOAN P. WHITE
AN COUNTY, WASHINGTON

Merrill Lynch Case 10-2-05171-7
paid in Protest and
Without Prejudice

⑆084301767⑆ 960130431797⑈6879

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SAN JUAN

FRANKLIN R. LACY, representing
self,

No. 10-2-05171-7

Plaintiff,

FINAL JUDGMENT

v.

RICHARD RASMUSSEN, BETTY
RASMUSSEN, owner(s), RASMUSSEN
WIRE ROPE & RIGGING CO.,
RASMUSSEN EQUIPMENT COMPANY,
BILL JOOST, CHANG DOE SHACKLE
MANUFACTURING CO.,

Defendants.

JUDGMENT SUMMARY

1. Judgment Creditor : Rasmussen Wire Rope & Rigging, Inc., Richard Rasmussen, Betty Rasmussen Bill Joost and, Rasmussen Equipment Company
2. Judgment Debtor : Franklin Lacy
3. Principal Judgment Amount : \$63,783.84
4. Principal Judgment Amount shall bear interest at the rate of 12% from the date of entry of the instant Final Judgment pursuant to RCW 4.56.110.
5. Attorney's Fees : Included in the Principal Judgment Amount
6. Costs : Included in the Principal Judgment Amount

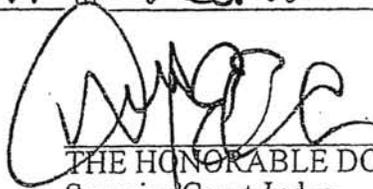
FINAL JUDGMENT
NO. 10-2-05171-7

ATTORNEYS AT LAW
BAUER MOYNIHAN & JOHNSON LLP
2101 FOURTH AVENUE - SUITE 2400
SEATTLE, WASHINGTON 98121-2320
(206) 443-3400

7. Attorney for Judgment Creditor: Donald K. McLean, Bauer Moynihan & Johnson, LLP

8. Attorney for Judgment Debtor: Franklin Lacy, *pro se*

DONE IN OPEN COURT this 19th of December, 2014.


THE HONORABLE DONALD E. EATON
Superior Court Judge

PL. W. 10-2-051

EXHIBIT 'F', PLAINTIFF/APPELLANT'S 2008
FEDERAL INCOME TAX RETURN SHOWING
PLAINTIFF HAS NO REASON TO LIE

Label (See instructions.)

Use the IRS label. Otherwise, please print or type.

Presidential Election Campaign

For the year Jan 1 - Dec 31, 2008, or other tax year beginning , 2008, ending , 20
Your first name MI Last name Franklin R Lacy, III
If a joint return, spouse's first name MI Last name Patricia O Lacy
Home address (number and street). If you have a P.O. box, see instructions. Apartment no. 1083 N. Collier Blvd., #402,
City, town or post office. If you have a foreign address, see instructions. State ZIP code Marco Island FL 34145
Check here if you, or your spouse if filing jointly, want \$3 to go to this fund? (see instructions) [] You [] Spouse

Filing Status

Check only one box.

1 [] Single 4 [] Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here .
2 [X] Married filing jointly (even if only one had income)
3 [] Married filing separately. Enter spouse's SSN above & full name here .
5 [] Qualifying widow(er) with dependent child (see instructions)

Exemptions

If more than four dependents, see instructions.

6a [X] Yourself. If someone can claim you as a dependent, do not check box 6a
b [X] Spouse
c Dependents:
(1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) [] if qualifying child for child tax credit (see instrs)
d Total number of exemptions claimed 2

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7 Wages, salaries, tips, etc. Attach Form(s) W-2 7
8a Taxable interest. Attach Schedule B if required 8a 4,385.
b Tax-exempt interest. Do not include on line 8a 8b
9a Ordinary dividends. Attach Schedule B if required 9a 747,614.
b Qualified dividends (see instrs) 9b 731,954.
10 Taxable refunds, credits, or offsets of state and local income taxes (see instructions) 10
11 Alimony received 11
12 Business income or (loss). Attach Schedule C or C-EZ 12 -127,690.
13 Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here [] 13 6,549,665.
14 Other gains or (losses). Attach Form 4797 14
15a IRA distributions 15a b Taxable amount (see instrs) 15b
16a Pensions and annuities 16a b Taxable amount (see instrs) 16b
17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E 17
18 Farm income or (loss). Attach Schedule F 18 0.
19 Unemployment compensation 19
20a Social security benefits 20a 12,399. b Taxable amount (see instrs) 20b 10,539.
21 Other income SEE STATEMENT L21 21 0.
22 Add the amounts in the far right column for lines 7 through 21. This is your total income . 22 7,184,513.

Adjusted Gross Income

23 Educator expenses (see instructions) 23
24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ 24
25 Health savings account deduction. Attach Form 8889 25
26 Moving expenses. Attach Form 3903 26
27 One-half of self-employment tax. Attach Schedule SE 27
28 Self-employed SEP, SIMPLE, and qualified plans 28
29 Self-employed health insurance deduction (see instructions) 29
30 Penalty on early withdrawal of savings 30
31a Alimony paid b Recipient's SSN 31a
32 IRA deduction (see instructions) 32
33 Student loan interest deduction (see instructions) 33
34 Tuition and fees deduction. Attach Form 8917 34
35 Domestic production activities deduction. Attach Form 8903 35
36 Add lines 23 - 31a and 32 - 35 36
37 Subtract line 36 from line 22. This is your adjusted gross income 37 7,184,513.

Tax and Credits 38 Amount from line 37 (adjusted gross income) 38 7,184,513.
 39a Check You were born before January 2, 1944, Blind. Total boxes checked 39a 2
 if: Spouse was born before January 2, 1944, Blind. 39b
 b If your spouse itemizes on a separate return, or you were a dual-status alien, see instrs and ck here 39c
 c Check if standard deduction includes real estate taxes or disaster loss (see instructions) 39c

Standard Deduction for -
 • People who checked any box on line 39a, 39b, or 39c or who can be claimed as a dependent, see instructions.
 • All others:
 Single or Married filing separately, \$5,450
 Married filing jointly or Qualifying widow(er), \$10,900
 Head of household, \$8,000

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40 43,798.
 41 Subtract line 40 from line 38 41 7,140,715.
 42 If line 38 is over \$119,975, or you provided housing to a Midwestern displaced individual, see instructions. Otherwise, multiply \$3,500 by the total number of exemptions claimed on line 6d 42 4,666.
 43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 43 7,136,049.
 44 Tax (see instrs). Check if any tax is from: a Form(s) 8814 b Form 4972 44 1,060,642.
 45 Alternative minimum tax (see instructions). Attach Form 6251 45 6,959.
 46 Add lines 44 and 45 46 1,067,601.
 47 Foreign tax credit. Attach Form 1116 if required 47
 48 Credit for child and dependent care expenses. Attach Form 2441 48
 49 Credit for the elderly or the disabled. Attach Schedule R 49
 50 Education credits. Attach Form 8863 50
 51 Retirement savings contributions credit. Attach Form 8880 51
 52 Child tax credit (see instructions). Attach Form 8901 if required 52
 53 Credits from Form: a 8396 b 8839 c 5695 53
 54 Other crs from Form: a 3800 b 8801 c 54 0.
 55 Add lines 47 through 54. These are your total credits 55 0.
 56 Subtract line 55 from line 46. If line 55 is more than line 46, enter -0- 56 1,067,601.

Other Taxes 57 Self-employment tax. Attach Schedule SE 57
 58 Unreported social security and Medicare tax from Form: a 4137 b 8919 58
 59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required 59
 60 Additional taxes: a AEIC payments b Household employment taxes. Attach Schedule H 60
 61 Add lines 56-60. This is your total tax 61 1,067,601.

Payments 62 Federal income tax withheld from Forms W-2 and 1099 62
 63 2008 estimated tax payments and amount applied from 2007 return 63 107,949.
 64a Earned income credit (EIC) 64a
 b Nontaxable combat pay election 64b
 65 Excess social security and tier 1 RRTA tax withheld (see instructions) 65
 66 Additional child tax credit. Attach Form 8812 66
 67 Amount paid with request for extension to file (see instructions) 67 986,652.
 68 Credits from Form: a 2439 b 4136 c 8801 d 8885 68
 69 First-time homebuyer credit. Attach Form 5405 69
 70 Recovery rebate credit (see worksheet) 70 0.
 71 Add lines 62 through 70. These are your total payments 71 1,094,601.

Refund 72 If line 71 is more than line 61, subtract line 61 from line 71. This is the amount you overpaid 72 27,000.
 73a Amount of line 72 you want refunded to you. If Form 8888 is attached, check here 73a 0.
 ▶ b Routing number XXXXXXXXXXXX ▶ c Type: Checking Savings
 ▶ d Account number XXXXXXXXXXXXXXXXXXXXXXXX
 74 Amount of line 72 you want applied to your 2009 estimated tax 74 27,000.

Amount You Owe 75 Amount you owe. Subtract line 71 from line 61. For details on how to pay, see instructions 75
 76 Estimated tax penalty (see instructions) 76

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? Yes. Complete the following. No
 Designee's name Phone no. Personal identification number (PIN)

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.
 Your signature Date Your occupation Daytime phone number
 engineer (239) 970-2213
 Spouse's signature. If a joint return, both must sign. Date Spouse's occupation
 housewife

Paid Preparer's Use Only Preparer's signature Date Check if self-employed Preparer's SSN or PTIN
 Firm's name (or yours if self-employed) address, and ZIP code Self-Prepared EIN
 Phone no.

SCHEDULE A
(Form 1040)

Itemized Deductions

OMB No. 1545-0074

2008

Attachment
Sequence No. **07**

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040.
▶ See Instructions for Schedule A (Form 1040).

Name(s) shown on Form 1040

Your social security number

Franklin R Lacy, III & Patricia O Lacy

Medical and Dental Expenses		Caution. Do not include expenses reimbursed or paid by others.			
1	Medical and dental expenses (see instructions)	1	5,208.		
2	Enter amount from Form 1040, line 38	2	7,187,313.		
3	Multiply line 2 by 7.5% (.075)	3	539,048.		
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4			0.
Taxes You Paid		5 State and local (check only one box):			
a	<input type="checkbox"/> Income taxes, or				
b	<input type="checkbox"/> General sales taxes	5			
6	Real estate taxes (see instructions)	6	58,008.		
7	Personal property taxes	7			
8	Other taxes. List type and amount ▶	8			
9	Add lines 5 through 8	9			58,008.
Interest You Paid		10 Home mtg interest and points reported to you on Form 1098			
11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying number, and address ▶	11			
12	Points not reported to you on Form 1098. See instrs for spl rules	12			
13	Qualified mortgage insurance premiums (see instructions)	13			
14	Investment interest. Attach Form 4952 if required. (See instrs.)	14	330.		
15	Add lines 10 through 14	15			330.
Gifts to Charity		16 Gifts by cash or check. If you made any gift of \$250 or more, see instrs			
17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	17	1,267.		
18	Carryover from prior year	18			
19	Add lines 16 through 18	19			1,267.
Casualty and Theft Losses		20 Casualty or theft loss(es). Attach Form 4684. (See instructions.)			
21	Unreimbursed employee expenses— job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ▶	21			
22	Tax preparation fees	22			
23	Other expenses— investment, safe deposit box, etc. List type and amount ▶	23			
24	Add lines 21 through 23	24			
25	Enter amount from Form 1040, line 38	25			
26	Multiply line 25 by 2% (.02)	26			
27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-	27			
Other Miscellaneous Deductions		28 Other— from list in the instructions. List type and amount ▶			
Total Itemized Deductions		29 Is Form 1040, line 38, over \$159,950 (over \$79,975 if married filing separately)?			
		<input type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40.			
		<input checked="" type="checkbox"/> Yes. Your deduction may be limited. See instructions for the amount to enter.			
30 If you elect to itemize deductions even though they are less than your standard deduction, check here ▶					
					43,798.

Itemized Deductions Limited per IRC Sec. 68.

SCHEDULE C
(Form 1040)

Profit or Loss From Business
(Sole Proprietorship)

OMB No. 1545-0074

2008

Attachment
Sequence No. **09**

Department of the Treasury
Internal Revenue Service (99)

▶ **Partnerships, joint ventures, etc., generally must file Form 1065 or 1065-B.**
▶ **Attach to Form 1040, 1040NR, or 1041.** ▶ **See Instructions for Schedule C (Form 1040).**

Name of proprietor Franklin R Lacy, III		Social security number (SSN) [REDACTED]
A Principal business or profession, including product or service (see instructions) Engineering	B Enter code from instructions ▶ 541330	
C Business name. If no separate business name, leave blank.	D Employer ID number (EIN), if any	
E Business address (including suite or room no.) ▶ 12819 SE 38th Street, #7 City, town or post office, state, and ZIP code Bellevue, WA 98006		
F Accounting method: (1) <input checked="" type="checkbox"/> Cash (2) <input type="checkbox"/> Accrual (3) <input type="checkbox"/> Other (specify) ▶		
G Did you 'materially participate' in the operation of this business during 2008? If 'No,' see instructions for limit on losses.. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
H If you started or acquired this business during 2008, check here		

Part I Income

1 Gross receipts or sales. Caution. See the instructions and check the box if: • This income was reported to you on Form W-2 and the 'Statutory employee' box on that form was checked, or • You are a member of a qualified joint venture reporting only rental real estate income not subject to self-employment tax. Also see instructions for limit on losses. <input type="checkbox"/>	1	39,829.
2 Returns and allowances	2	
3 Subtract line 2 from line 1	3	39,829.
4 Cost of goods sold (from line 42 on page 2)	4	0.
5 Gross profit. Subtract line 4 from line 3	5	39,829.
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7 Gross income. Add lines 5 and 6	7	39,829.

Part II Expenses. Enter expenses for business use of your home **only** on line 30.

8 Advertising	8	0.	18 Office expense	18	0.
9 Car and truck expenses (see instructions)	9	4,026.	19 Pension and profit-sharing plans	19	0.
10 Commissions and fees	10	0.	20 Rent or lease (see instructions):		
11 Contract labor (see instructions)	11	0.	a Vehicles, machinery, and equipment	20a	30,536.
12 Depletion	12	0.	b Other business property	20b	21,491.
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	37,492.	21 Repairs and maintenance	21	0.
14 Employee benefit programs (other than on line 19)	14	0.	22 Supplies (not included in Part III)	22	0.
15 Insurance (other than health)	15	0.	23 Taxes and licenses	23	0.
16 Interest:			24 Travel, meals, and entertainment:		
a Mortgage (paid to banks, etc)	16a	0.	a Travel	24a	0.
b Other	16b	0.	b Deductible meals and entertainment (see instructions)	24b	0.
17 Legal & professional services	17	2,800.	25 Utilities	25	7,078.
28 Total expenses before expenses for business use of home. Add lines 8 through 27	28	167,519.	26 Wages (less employment credits)	26	0.
29 Tentative profit or (loss). Subtract line 28 from line 7	29	-127,690.	27 Other expenses (from line 48 on page 2)	27	64,096.
30 Expenses for business use of your home. Attach Form 8829	30				
31 Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12, and Schedule SE, line 2 or on Form 1040NR, line 13 (if you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31	-127,690.			
32 If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Form 1040, line 12, and Schedule SE, line 2, or on Form 1040NR, line 13 (if you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.			32a <input checked="" type="checkbox"/> All investment is at risk.		
			32b <input type="checkbox"/> Some investment is not at risk.		

Part III Cost of Goods Sold (see instructions)

33	Method(s) used to value closing inventory: a <input checked="" type="checkbox"/> Cost b <input type="checkbox"/> Lower of cost or market c <input type="checkbox"/> Other (attach explanation)		
34	Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If 'Yes,' attach explanation.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation.	35	3,500.
36	Purchases less cost of items withdrawn for personal use	36	
37	Cost of labor. Do not include any amounts paid to yourself	37	
38	Materials and supplies	38	
39	Other costs	39	
40	Add lines 35 through 39.	40	3,500.
41	Inventory at end of year	41	3,500.
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on page 1, line 4.	42	0.

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

- 43 When did you place your vehicle in service for business purposes? (month, day, year) ▶ _____
- 44 Of the total number of miles you drove your vehicle during 2008, enter the number of miles you used your vehicle for:
 a Business _____ b Commuting (see instructions) _____ c Other _____
- 45 Was your vehicle available for personal use during off-duty hours? Yes No
- 46 Do you (or your spouse) have another vehicle available for personal use? Yes No
- 47 a Do you have evidence to support your deduction? Yes No
 b If 'Yes,' is the evidence written? Yes No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

See Attached List		64,096.
48 Total other expenses. Enter here and on page 1, line 27	48	64,096.

2008 Business - Q7A v2

DATE	Description	AMT	DATE	Description	AMT.	DATE	Description	AMT
1/4	shipping	27.67	5/27	Supplies	12.28	10/6	part	2.6
1/4	stamps	123.00	6/13	Supplies	29.35	10/6	printer cart	43.6
1/6	parts	21.14	6/16	parts	88.50	10/17	parts	28.1
1/4	dues - prof	482.00	6/16	hardware	12.47	10/19	shipping	11.5
1/6	Supplies	39.93	6/17	supplies	56.99	11/1	replent hard drive	131.
1/6	parts	21.32	6/21	parts	93.73	11/12	stamps	44.
1/6	Supplies	71.08	6/30	License	427.25	11/16	shipping	15.
1/6	Software upgrade	86.90	7/2	Supplies	44.38	11/14	repair	80.
1/6	Software upgrade	47.44	7/9	parts	19.50	12/14	part	14.1
1/6	Software upgrade	61.96	7/14	Supplies	16.00	12/10	part	14.1
1/6	Supplies	28.35	7/14	parts	44.26	2008	DocKis rental	580
1/6	parts	14.18	7/14	stamps	77.56		prototype Rework	
1/13	cable	89.94	7/16	insurance	195.00		Green Screen Stamp	
1/22	Supplies	13.73	7/25	dues	55.00		Damage and interest	
1/25	postage	164.90	7/29	Subscription	21.54		alleged SS shackles	
1/28	Supplies	61.40	8/1	repair	37.68			
1/31	checks	2.00	8/14	parts	24.77			
2/20	shipping	30.60	8/15	Software upgrade	99.99			
3/6	postage	21.55	8/16	Software upgrade	89.91			
3/31	parts	84.74	8/16	Software upgrade	53.84			
4/1	parts	76.15	8/17	parts	62.40			
4/1	parts	84.74	8/12	postage	49.20			
4/1	parts	32.60	8/12	parts	17.20			
4/24	Supplies	32.68	8/12	postage	81.34			
4/28	Supplies	15.27	8/12	parts	5.12			
4/28	Supplies	20.03	8/18	replent Tool	193.81			
4/30	Inspection	50.00	8/18	postage	47.20			
5/2	Inspection	85.35	8/19	Supplies	6.70			
5/2	Ink cartridges	19.06	8/29	postage	15.42			
5/3	replent phone	13.75	8/30	Supplies	22.38			
5/5	postage	13.75	8/30	repair	150.00			
5/6	replent Tool	72.10	8/30	parts	54.16			
5/6	postage	16.40	9/1	prof membership	160.00			
5/12	shipping	14.54	9/10	replent cell phone	22.00			
5/13	Supplies	261.82	9/10	Supplies	77.48			
5/13	postage	118.55	9/16	parts	14.72			
5/15	postage	11.95	9/17	shipping	20.98			
5/16	Supplies	52.00	9/22	shipping	19.10			
			9/24	parts	14.77			
			9/29	replent Tool	22.98			

SCHEDULE D
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Capital Gains and Losses

▶ Attach to Form 1040 or Form 1040NR. ▶ See Instructions for Schedule D (Form 1040).
▶ Use Schedule D-1 to list additional transactions for lines 1 and 8.

OMB No. 1545-0074

2008

Attachment
Sequence No. **12**

Name(s) shown on return

Franklin R Lacy, III & Patricia O Lacy

Your social security number

Part I Short-Term Capital Gains and Losses – Assets Held One Year or Less

(a) Description of property (Example: 100 shares XYZ Co)	(b) Date acquired (Mo, day, yr)	(c) Date sold (Mo, day, yr)	(d) Sales price (see instructions)	(e) Cost or other basis (see instructions)	(f) Gain or (loss) Subtract (e) from (d)
1					
2 Enter your short-term totals, if any, from Schedule D-1, line 2...			2		
3 Total short-term sales price amounts. Add lines 1 and 2 in column (d).....			3		
4 Short-term gain from Form 6252 and short-term gain or (loss) from Forms 4684, 6781, and 8824.....					4
5 Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1.....					5
6 Short-term capital loss carryover. Enter the amount, if any, from line 8 of you Capital Loss Carryover Worksheet in the instructions.....					6
7 Net short-term capital gain or (loss). Combine lines 1 through 6 in column (f).....					7

Part II Long-Term Capital Gains and Losses – Assets Held More Than One Year

(a) Description of property (Example: 100 shares XYZ Co)	(b) Date acquired (Mo, day, yr)	(c) Date sold (Mo, day, yr)	(d) Sales price (see instructions)	(e) Cost or other basis (see instructions)	(f) Gain or (loss) Subtract (e) from (d)
8 GNMA10	04/27/87	12/31/08	1,133.36	1,185.49	-52.13
GNMA10	09/24/87	12/31/08	56.74	56.62	0.12
GNMA15	10/01/83	12/31/08	32.85	35.64	-2.79
73,372SH BKMU	11/02/00	10/13/08	778,764.68	160,479.68	618,285.00
366,860SH BKMU	11/13/00	10/13/08	3,892,954.88	802,398.42	3,090,556.46
9 Enter your long-term totals, if any, from Schedule D-1, line 9....			9	5,490,849.	2,853,674.
10 Total long-term sales price amounts. Add lines 8 and 9 in column (d).....			10	10,163,792.	
11 Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and long-term gain or (loss) from Forms 4684, 6781, and 8824.....					11
12 Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1.....					12
13 Capital gain distributions. See instrs.....					13
14 Long-term capital loss carryover. Enter the amount, if any, from line 15 of you Capital Loss Carryover Worksheet in the instructions.....					14
15 Net long-term capital gain or (loss). Combine lines 8 through 14 in column (f). Then go to Part III on page 2.....					15

BAA For Paperwork Reduction Act Notice, see Form 1040 or Form 1040NR instructions.

Schedule D (Form 1040) 2008

Summary

16 Combine lines 7 and 15 and enter the result. 16 6,549,665.

If line 16 is:

- A gain, enter the amount from line 16 on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 17 below.
A loss, skip lines 17 through 20 below. Then go to line 21. Also be sure to complete line 22.
Zero, skip lines 17 through 21 below and enter -0- on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 22.

17 Are lines 15 and 16 both gains?

- [X] Yes. Go to line 18.
[] No. Skip lines 18 through 21, and go to line 22.

18 Enter the amount, if any, from line 7 of the 28% Rate Gain Worksheet in the instructions 18

19 Enter the amount, if any, from line 18 of the Unrecaptured Section 1250 Gain Worksheet in the instructions 19

20 Are lines 18 and 19 both zero or blank?

- [X] Yes. Complete Form 1040 through line 43, or Form 1040NR through line 40. Then complete the Qualified Dividends and Capital Gain Tax Worksheet in the Instructions for Form 1040 (or in the Instructions for Form 1040NR). Do not complete lines 21 and 22 below.
[] No. Complete Form 1040 through line 43, or Form 1040NR through line 40. Then complete the Schedule D Tax Worksheet in the instructions. Do not complete lines 21 and 22 below.

21 If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the smaller of:

- The loss on line 16 or
(\$3,000), or if married filing separately, (\$1,500)

Note. When figuring which amount is smaller, treat both amounts as positive numbers.

22 Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b?

- [] Yes. Complete Form 1040 through line 43, or Form 1040NR through line 40. Then complete the Qualified Dividends and Capital Gain Tax Worksheet in the Instructions for Form 1040 (or in the Instructions for Form 1040NR).
[] No. Complete the rest of Form 1040 or Form 1040NR.

SCHEDULE F
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Farming

▶ Attach to Form 1040, Form 1040NR, Form 1041, Form 1065, or Form 1065-B.
▶ See instructions for Schedule F (Form 1040).

OMB No. 1545-0074

2008

Attachment
Sequence No. **14**

Name of proprietor Franklin R Lacy, III & Patricia O Lacy		Social security number (SSN) [REDACTED]
A Principal product. Describe in one or two words your principal crop or activity for the current tax year. trees for lumber		B Enter code from Part IV ▶ 111300
C Accounting method: (1) <input checked="" type="checkbox"/> Cash (2) <input type="checkbox"/> Accrual	D Employer ID number (EIN), if any	

E Did you 'materially participate' in the operation of this business during 2008? If 'No,' see instructions for limit on passive losses Yes No

Part I Farm Income – Cash Method. Complete Parts I and II (Accrual method. Complete Parts II & III, & Part I, line 11.)
Do not include sales of livestock held for draft, breeding, sport, or dairy purposes. Report these sales on Form 4797.

1 Sales of livestock and other items you bought for resale	1	0.	
2 Cost or other basis of livestock and other items reported on line 1	2	0.	
3 Subtract line 2 from line 1	3		0.
4 Sales of livestock, produce, grains, and other products you raised	4		0.
5a Cooperative distributions (Form(s) 1099-PATR)	5a	0.	5b Taxable amount 5b 0.
6a Agricultural program payments (see instructions)	6a	0.	6b Taxable amount 6b 0.
7 Commodity Credit Corporation (CCC) loans (see instructions):			
a CCC loans reported under election	7a		0.
b CCC loans forfeited	7b	0.	7c Taxable amount 7c 0.
8 Crop insurance proceeds and federal crop disaster payments (see instructions):			
a Amount received in 2008	8a	0.	8b Taxable amount 8b 0.
c If election to defer to 2009 is attached, check here <input type="checkbox"/>			8d Amount deferred from 2007 8d 0.
9 Custom hire (machine work) income	9		0.
10 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	10		0.
11 Gross income. Add amounts in the right column for lines 3 through 10. If you use the accrual method to figure your income, enter the amount from Part III, line 51	11		0.

Part II Farm Expenses – Cash and Accrual Method.
Do not include personal or living expenses such as taxes, insurance, or repairs on your home.

12 Car and truck expenses (see instructions). Also attach Form 4562	12		25 Pension and profit-sharing plans	25	0.
13 Chemicals	13	0.	26 Rent or lease (see instructions):		
14 Conservation expenses (see instructions)	14	0.	a Vehicles, machinery, and equipment	26a	0.
15 Custom hire (machine work)	15	0.	b Other (land, animals, etc)	26b	0.
16 Depreciation and section 179 expense deduction not claimed elsewhere (see instructions)	16	0.	27 Repairs and maintenance	27	0.
17 Employee benefit programs other than on line 25	17	0.	28 Seeds and plants	28	0.
18 Feed	18	0.	29 Storage and warehousing	29	0.
19 Fertilizers and lime	19	0.	30 Supplies	30	0.
20 Freight and trucking	20	0.	31 Taxes	31	0.
21 Gasoline, fuel, and oil	21	0.	32 Utilities	32	0.
22 Insurance (other than health)	22	0.	33 Veterinary, breeding, and medicine	33	0.
23 Interest:			34 Other expenses (specify):		
a Mortgage (paid to banks, etc)	23a	0.	a 0	34a	0.
b Other	23b	0.	b	34b	
24 Labor hired (less employment credits)	24	0.	c	34c	
			d	34d	
			e	34e	
			f	34f	

35 **Total expenses.** Add lines 12 through 34f. If line 34f is negative, see instructions ▶ 35 0.

36 **Net farm profit or (loss).** Subtract line 35 from line 11. Partnerships, see instructions.
 • If a profit, enter the profit on both Form 1040, line 18, and Schedule SE, line 1a; on Form 1040NR, line 19; or on Form 1041, line 6.
 • If a loss, you must go on to line 37. 36 0.

37 If you have a loss, you must check the box that describes your investment in this activity (see instructions).
 • If you checked 37a, enter the loss on both Form 1040, line 18, and Schedule SE, line 1a; on Form 1040NR, line 19; or on Form 1041, line 6.
 • If you checked 37b, you must attach Form 6198. Your loss may be limited.
 37a All investment is at risk.
 37b Some investment is not at risk.

Alternative Minimum Tax – Individuals

Department of the Treasury
Internal Revenue Service (99)

▶ See separate instructions.
▶ Attach to Form 1040 or Form 1040NR.

Attachment
Sequence No. **32**

Name(s) shown on Form 1040 or Form 1040NR

Your social security number

Franklin R Lacy, III & Patricia O Lacy

Part I Alternative Minimum Taxable Income (See instructions for how to complete each line.)	
1	If filing Schedule A (Form 1040), enter the amount from Form 1040, line 41 (minus any amount on Form 8914, line 2), and go to line 2. Otherwise, enter the amount from Form 1040, line 38 (minus any amount on Form 8914, line 2), and go to line 7. (If less than zero, enter as a negative amount.)
1	7,143,515.
2	Medical and dental. Enter the smaller of Schedule A (Form 1040), line 4 or 2.5% (.025) of Form 1040, line 38. If zero or less, enter -0-
2	0.
3	Taxes from Schedule A (Form 1040), line 9
3	58,008.
4	Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet in the instructions
4	
5	Miscellaneous deductions from Schedule A (Form 1040), line 27
5	
6	If Form 1040, line 38, is over \$159,950 (over \$79,975 if married filing separately), enter the amount from line 11 of the Itemized Deductions Worksheet in the Instructions for Schedule A (Form 1040)
6	-15,807.
7	If claiming the standard deduction, enter any amount from Form 4684, line 18a, as a negative amount
7	
8	Tax refund from Form 1040, line 10 or line 21
8	
9	Investment interest expense (difference between regular tax and AMT)
9	0.
10	Depletion (difference between regular tax and AMT)
10	
11	Net operating loss deduction from Form 1040, line 21. Enter as a positive amount
11	
12	Interest from specified private activity bonds exempt from the regular tax
12	
13	Qualified small business stock (7% of gain excluded under section 1202)
13	
14	Exercise of incentive stock options (excess of AMT income over regular tax income)
14	
15	Estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)
15	
16	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)
16	
17	Disposition of property (difference between AMT and regular tax gain or loss)
17	0.
18	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)
18	-478.
19	Passive activities (difference between AMT and regular tax income or loss)
19	
20	Loss limitations (difference between AMT and regular tax income or loss)
20	
21	Circulation costs (difference between regular tax and AMT)
21	
22	Long-term contracts (difference between AMT and regular tax income)
22	
23	Mining costs (difference between regular tax and AMT)
23	
24	Research and experimental costs (difference between regular tax and AMT)
24	
25	Income from certain installment sales before January 1, 1987
25	
26	Intangible drilling costs preference
26	
27	Other adjustments, including income-based related adjustments
27	
28	Alternative tax net operating loss deduction
28	0.
29	Alternative minimum taxable income. Combine lines 1 through 28. (If married filing separately and line 29 is more than \$214,900, see instructions.)
29	7,185,238.

Part II Alternative Minimum Tax															
30	Exemption. (If you were under age 24 at the end of 2008, see instructions.)														
	<table border="0"> <tr> <td>IF your filing status is . . .</td> <td>AND line 29 is not over . . .</td> <td>THEN enter on line 30 . . .</td> <td></td> </tr> <tr> <td>Single or head of household</td> <td>\$112,500</td> <td>\$46,200</td> <td rowspan="3">}</td> </tr> <tr> <td>Married filing jointly or qualifying widow(er)</td> <td>150,000</td> <td>69,950</td> </tr> <tr> <td>Married filing separately</td> <td>75,000</td> <td>34,975</td> </tr> </table>	IF your filing status is . . .	AND line 29 is not over . . .	THEN enter on line 30 . . .		Single or head of household	\$112,500	\$46,200	}	Married filing jointly or qualifying widow(er)	150,000	69,950	Married filing separately	75,000	34,975
IF your filing status is . . .	AND line 29 is not over . . .	THEN enter on line 30 . . .													
Single or head of household	\$112,500	\$46,200	}												
Married filing jointly or qualifying widow(er)	150,000	69,950													
Married filing separately	75,000	34,975													
30	0.														
31	If line 29 is over the amount shown above for your filing status, see instructions. Subtract line 30 from line 29. If more than zero, go to line 32. If zero or less, enter -0- here and on lines 34 and 36 and skip the rest of Part II														
31	7,185,238.														
32	<ul style="list-style-type: none"> If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter. If you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b; or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (as refigured for the AMT, if necessary), complete Part III on page 2 and enter the amount from line 55 here. All others: If line 31 is \$175,000 or less (\$87,500 or less if married filing separately), multiply line 31 by 26% (.26). Otherwise, multiply line 31 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing separately) from the result. 														
32	1,068,021.														
33	Alternative minimum tax foreign tax credit (see instructions)														
33															
34	Tentative minimum tax. Subtract line 33 from line 32														
34	1,068,021.														
35	Tax from Form 1040, line 44 (minus any tax from Form 4972 and any foreign tax credit from Form 1040, line 47). If you used Schedule J to figure your tax, the amount from line 44 of Form 1040 must be refigured without using Schedule J (see instructions)														
35	1,061,062.														
36	AMT. Subtract line 35 from line 34. If zero or less, enter -0-. Enter here and on Form 1040, line 45														
36	6,959.														

PROOF OF SERVICE

I, Doug Nettles, am over 18 years of age and have no interest in this case. I hereby certify under penalty of perjury under the laws of the State of Washington that on this day I caused to be served in the manner indicated a true and accurate copy of

APPELLANT'S BRIEF

via Federal Express and Priority Mail and email and sent in same or served in person to SUPERIOR COURT OF WASHINGTON IN AND FOR SAN JUAN COUNTY, located at COURT HOUSE, 350 COURT STREET, #7, Friday Harbor, WA 98250 AND sent by FAX and Priority Mail and Federal Express to The Honorable Richard J. Johnson, Clerk, Court of Appeals, Div.1, One Union Square, 600 University Street, Seattle, WA 98101-4170

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January 5, 2015



Doug Nettles on January 5, 2015
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