NO. _85281-7

IN THE

SUPREME COURT OF THE STATE OF WASHINGTON

MESHESHA TADESSE, et al.,

Petitioner / Defendant,

V.

MIKE (MICHAEL ALLEN) VAN VALKENBURG

Respondent / Plaintiff.

PETITIONER BRIEF FOR REVIEW OF THE DECISION OF THE COURT OF APPEAL DIVISION 1

Meshesha Tadesse,
Pro Se Petitioner,
11056 Rowan Rd. S.
Seattle, WA 98178
meshtadesse@yahoo.com
(206)227-5233

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TABLE OF AUTHORITIES

STATUTE

OTHER

I IDENTITY OF PETITIONER

Meshesha Tadesse is the Petitioner, who was a small business owner, who ran two businesses, a Coffee Shop and an Oil and Tire Services, on a property rented from Respondent Mike Valkenburg. Petitioner ran the Coffee Shop for more than two decades, and the Oil and Tire Services for little over three years.

II DECISION OF COURT OF APPEALS

The Honorable Judges of the Court of Appeals, Judge Smith, Judge Birk, and Judge Diaz ruled in favor of Respondent. Petition filed Motion for Reconsideration. and was denied. Petitioner believes the Judges ruled approving the unlawful and unethical practices of the Trial Judge to protect the courts from huge controversy accepting injustice that impacted a person considered insignificant. In his motion for reconsideration, the Petitioner had expressed his doubt that the Judges of the Appellate Court wrote the opinion. It is dangerous to charge judges or a Judge for serious unethical conduct. That is an extraordinary charge, but it was true, and Petitioner feels as a citizen of the United States of America, he has a paramount obligation to combat injustice that has harmed, and thereby the judicial system, which is the pilar of America's democracy. Petitioner asserted that the Judges did see or read and ruled based on the facts contained therein. The petitioner believes that they ruled based on who is

who. Petitioner believes that the ruling of the Court of Appeals has done more harm to justice the Trial Court Judge because of the supervisory authority of the Appellate court that it did not apply when necessary. For political or other interests, the Cour of Appeals was unable or unwilling to defend justice especially when the powerful exerted their influences to derail the outcome of justice to protect the rights and liberty of the voiceless such as Petitioner. The petitioner presents the procedures anomaly and the issues of laws for review.

III ISSUES PRESENTED FOR REVIEW

The case involved two unequal and unmatched litigants with vast differences of resources of power and influences. These differences of power and influence manifested in the judicial system creating procedural anomaly and uneven application of the laws and rules of the State.

Counsel Beckett commanded enormous influences both inside and outside the court. For instance, an Attorney who the Petitioner asked to represent him was interested to know first who the attorney of the other party was. Upon hearing who he was, the attorney expressed no interest in representing Petitioner. The petitioner realized that it was even harder for attorneys to deal with Counsel Beckett. Petitioner presents these issues for review in two forms: procedural anomaly and the inability and or

unwillingness of the court authority to apply the rules and laws of the State.

1) **The Procedural Anomaly.** Respondent Valkenburg filed unlawful detainer lawsuit to evict Petitioner. The court ordered Petitioner to appear at a show cause hearing and explain why the court should not issue writ of restation. The petitioner appeared at the Show Cause Hearing and explained to the court that the Exhibits counsel for Respondent filed were forged, tampered with and different from the documents in his hand. He moved the Court to dismiss the case and to award him relief for his counter claims. The Commissioner told Petitioner that he could not dismiss the case based on his allegation and ordered him to bring witness report from Expert in the Field of Forensic Document Examiners and the commissioner scheduled for continuance for April 27, 2023. Petitioner hired an expert who is among the top in the nation in the field. The Expert examined the exhibits and provided a report, which concluded that the exhibits were defective to rely upon for any decision-making purpose. Counsel for Respondent, who knew about the problems with the exhibits quickly arranged a Trial Hearing to circumvent the Show Cause Hearing. A Jidge was assigned, whose character fits the purpose. This is a serious procedural anomaly that has far reaching consequences for justice. Petitioner presents the procedural problems and issues for review.

2) **A Trial Hearing.** To interrupt the Show Cause Hearing, a Trial Hearing was staged in a dramatic manner while the "Show Case Hearing' was underway. The Trial Hearing was devised to circumvent and divert the Show Cause Hearing and end the Dur Process of the Law. That was in effect a cover up of wrongdoings. Such action involves a vast network of overt operation. Even though one attorney started the problem, now it is a problem of a big group of similar political, economic, and or social interest groups.

The unlawful actions of Respondent have severely damaged the livelihood of a citizen. The actions of the Judge and counsel and other connected officials have caused far greater impacts beyond one person. Thus, damaging the justice system by means of corruption or any other system triggers dynamics of expanding negative developments that affect families, communities, and societies. That is echoing what exactly Judge Parisien and Counsel Beckett did.

Petition hired Mr. James Green, who is one of the top experts in the field of forensic document sciences. Petitioner uploaded the report and appeared in court expecting the Show Cause Hearing. The hearing was not what Petitioner expected and prepared for. It was a Trial Hearing rather than the continual of the Show Cause Hearing. The Trial Hearing was in violation of RCW 4.44.020, RCW 59.18.380, RCW 59.12.130. which

states that, "all factual issues in unlawful detainer actions must be determined by a jury unless one is waived. Right to Jury safeguards against unfair prosecutors as well as judges that may have bias."

No Show Cause Hearing was held and no Fact Findings proceeding took place. Counsel Beckett made a mockery of justice when he told the Court of Appeals of the fact finding proceeding that did not take place and the Court of Appeals sadly copied the info and echoed the false assertion through its ruling. The Judges of the Court of Appeals committed injustice by being silent and indifferent to injustice.

Three Exhibits were instrumental to Respondent's eviction case: 1) The lease document. 2) The Notary Public. And 3) The Financial Statement. Each of these exhibits was either forged, altered, tampered with or contained additional pages and material that were not present on the copies in the hand of the Petitioner. Even though the Expert witness evaluated and concluded they were defective, the problems were also physically visible to see the defects. None of these exhibits should have been admitted, but Judge Parisien did admit them.

To present a Notary Public document as if it was executed when it was not is to mislead court to accept it, and that is a purgery and a violation of RCW 9A.72.020. The Notary Public document was a forgery and a violation of RCW 9A. 60. 020. Respondent had testified in Court

that Petitioner gave him although he retracted his statement later shifting the blame to himself (See Tr. Pgs. 72-78) The document did not show no signature even though Counsel for Respondent falsely testified that Petitioner had signed it. Counsel Beckett admitted that he prepared the Financial Statement. (See Tr. Pgs. 72-82) Counsel Beckett asserted that his office prepared the Financial Statement based on records of rent money transferred to his Bank Checking Account. The problem was that Petitioner did not directly deposit into Respondent Account. The Account Respondent gave him goes into his children accounts and they transfer the payment to his account. There were discrepancies and the Petitioner will be hardly responsible for that kind of unprofessional business involving finance. The Judge admitted this practice and blamed Petitioner for the discrepancies. This shows critical incompetence or extreme bias against Petitioner on the part of the Presiding Judge.

Respondent Valkenburg as a habit and normal practice did not like to give receipt for rent payment in violation of RCW 59.18.063. After several attempts, the Petitioner stopped asking for receipts. Thus, "trust me" became the business value, and Petitioner trusted Respondent for more than two decades, and there was no problem, and Respondent never notified Petitioner in writing or verbally about any unpaid rent or any other cost. Therefore, the Financial Statement that was riddled with errors

was admitted as viable evidence. (See Tr. Pgs. 72-82) Even though Counsel Beckett testified that Respondent had notified Petitioner of past unpaid rent and other payments several times, Respondent truthfully told the court that he never notifies Petition throughout the first three years lease term. Not only that Respondent had renewed the lease for another three-year term from January 2023 to December 2025. That proved there was no unpaid rent or any other payment.

The real reason for Respondent to evict Petitioner were two: 1) Respondent as he admitted later in court, was offered substantial money for his property, and he was thinking to sell it as testified in court saying that there is nothing in the lease that says that he cannot sell it and leave him with the new owner. (See Tr. Pg.105) 2). High Costs to Repair Damage Roof. The roof of the building was damaged by a heavy storm. Respondent was unwilling to spend that much to repair the damage. (See Tr. Pgs. 50-53) Evicting the Petitioner was his choice.

IV STATEMENT OF THE CASE

Counsel for Respondent and the Trial Judge were working as a team and under the color of law, they were covering up the unlawful actions of Respondent. Counsel Beckett fabricated all the documents he submitted as evidence. Petitioner proved that each was invalid but with a biased

Judge, Petitioner had virtually no chance to attain justice. Absent supervisory authority, Petitioner case has faced insurmountable challenge.

V ARGUMENTS

The unlawful detainer complaint of Respondent could not have survived the overwhelming evidences that Petitioner presented. If Respondent continued, the case should have ended being dismissed after the Expert Witness gave his testimony. At the Trial Hearing the Expert witness appeared and gave his report based on scientific evaluation that put to rest the validity of the Exhibits Respondent used in his claim, The witness, Mr. Green appeared in court and introduced himself describing his vast academic qualifications and distinguished professional experiences of 35 years. (See Tr. Pgs. 71-76) Then, he described his scientific method of data analysis, evaluation, and determination. He answered a barrage of questions from both Counsel Beckett and Judge Parisien. He finally gave his findings saying that the exhibits had serious issues of validity and that they were unreliable to make any decision based upon them. (See Tr. Pgs. 76-82) Unfortunately, that testimony did not end the case because of the bias of the Judge, and it was necessary to describe the facts that the hearing exposed. When there the truth surface, cover up becomes necessary, and that creates havoc and the court proceeding was chaotic.

The court could not determine the month of the 1st and 2nd lease term start and end. That was because Respondent had added many handwritten remarks to the lease contract of his copy that was not showing on the copy of Petitioner. Respondent wrote contradicting dates on the margins of the pages. The lease started on the 1st of January 2020 and ended on December 31, 2022. The renewed lease was signed on December 22nd of 2022 for the lease term of January 2023 to December 31, 2025. The consequences of this confusion were in the payment of rent. that the new rent amount of $3,500 was paid for January 2023 not December 2022. However, the January 2023 payment was wrongly applied to December 2022 payment. December payment was made at the beginning of December of 2022 in the amount of $3,000. The 2nd payment of $3,500 was for January 2023. The court ended without resolving this problem. The major and critical problem stemmed on how Respondent handled his account. The petitioner did not know that the money he transferred via Venmo was not going directly to his checking account. That was not the case, Respondent described how he set it up:

> "Stars are when I believe that Mesh paid me the $3000.00 because he was the only one that of all my renters had that exact amount and it would be Venmo d to me through my son or my daughter because he was Venmoing or I believe it was Venmo. That he would send to them and then they would send it over to my account" (See Tr. Pg. 31)

The Exhibit of Respondent's Bank Statement could not show what Petitioner paid but what his children transferred to his account. Counsel Prepared the Exhibits (Financial Statements) based on the records of Respondent Bank Account, not from the records of the transfers that his children received from the Petitioner. The petitioner cannot be responsible for the discrepancy that took place in the transactions between his children account and his checking account. All Exhibits of Financial Statements of three years that the Judge admitted as evidence were prepared based on the Bank Statements of Respondent that showed transfers from his children's accounts, not from Petitioner. It should have been based on accounts that Petitioner transferred to. The Judge knew about the scheme, but she allowed it. The Judge asked Counsel who prepared the Financial Statements:

> "THE JUDGE: Well, I d like to know Mr. Counsel, who prepared it. That s how you lay the foundation. Not whether it looks accurate. But I d like to know who prepared it and when and then you can ask your client whether it comports with his recollection.
> MR. BECKETT: Okay. I ll represent to Your Honor that my office prepared this based on the statements that Mr. Van Valkenburg provided.
> THE JUDGE: Okay. Okay, thank you. And then you ve asked the witness whether or not he believes it s accurate? (Tr. Pg. 41)

There is no doubt that Counsel Beckett obtained a fabricated Notary Public document from his sources and added it to help his client

win the case. The testimony of Respondent reveals the events that took place. Counsel Beckett questioned his client:

> Q: And then finally we have a page here, it looks like its a notarization page.
> A: Yes.
> Q: And I see here we have a notarized signature from Mr. Tadesse that was witnessed by a notary by the name of Mary Carmen Magana. Do you know Ms. Magana in any way, shape or form?
> A: I don t believe I do. I believe he got that notarized.
> Q: Okay.
> A: Well. (See Tr. Pg. 30)

The Judge asked: respondent "The NNN, was that in 2020 or was that with the lease renewal? His answer was "I believe it was with the renewal." (Tr. Pg. 28)

Respondent claimed that Petitioner owed him lots of unpaid rent and other costs during the three-year lease period. When the Judge asked him how many times he reminded Petitioner about the late fees, he said not a lot, once or twice.

> "Q: Okay. And ballpark in 2020, how many times would you say you reminded him of these unpaid amounts.
> A: Mm. Not a lot. Maybe once or twice.
> Q: Okay. Pg 37Q: Okay and how -
> A: I thought - I thought that he might not have understood what triple N meant or what he didn t know about the lease. And so, I took a picture of parts of the lease and sent them to him.. (See Tr. Pg. 37)

When the Judge asked him how and when, he replied by saying that he took a picture of the Triple N schedule that was only added in the second

lease term, and so, Respondent claimed by sending a picture of the lease to remind him of unpaid rent and other costs. That means he never reminded Petitioner of any late rent during the entire three years, not even once he could say he did.

The Judge was relentless to make sure that Petitioner did not pay rent the months before he was evicted. She spent a great deal of time on this particular issue. She asked Respondent:

> Q: Okay. And how much does it look like Mr. Tadesse paid you in December of 2022?
> A: $3500.00.
> Q: Okay. (See Tr. Pg. 39)

This testimony of Respondent firmly established that Petitioner paid his rent for December 2022 and January and February of 2023, twice in December and once in January. Respondent had confused himself and stated that he was not paid $3,500 in December and she wanted to make sure he was paid %3,500. She asked:

> "THE JUDGE: Sorry. This is what? This is December of 2022?
> $3500.00. Is that right?
> MR. VAN VALKENBURG: Yes.
> THE JUDGE: Okay. Thank you." (See Tr. Pg. 39)

Petitioner asked Respondent about the Notary Public.

> I dont believe that this is a notary that I had had done. If it was, there was no bad intentions. It was just getting the lease notarized. When I signed it I do not believe that I got it notarized. I believe whn it came back there was a notary

> with his name. Now this was three years ago, but the name I don t recognize and I don t know for any reason why I would take and have his name notarized. A: This notarized form came. It has your name on it and it s notarized. I believe I got it when you sent me the lease back. m confused why you would want your lease notarized in the first place. It s confusing to me. What motivation do I have? (See Tr. Pg 48)

. Respondent admits that he might have sent the blank form of the Notary and that it came back to him with the lease document with the name of Petitioner on it. He did not say with his signature as Counsel Becket alleged. Second, the lease agreement was signed in February of 2020, not December. 2019. Respondent had admitted that he did not need to notarize the lease document.

The Judge gave no merit for the testimony of the Expert witness contrary to the practice of Judges in modern times. Rule 702 cited in WASH. R. Evid. 702. See Gerberg v. Crosby, 52 Wash. 2d 792, 329 P.2d 184 (1958) states:

> "If scientific, technical, or other specialized knowledge will assist the trier of fact to understand the evidence or to determine a fact in issue, a witness qualified as an expert by knowledge, skill, experience, training, or education, may testify thereto in the form of an opinion or otherwise"

In Nelson Equip. Co. v. Estep, 50 Wash. 2d 612, 313 P.2d 679 (1957), the court held:

> "The court affirmed a trial court decision to allow expert testimony where the witness admitted that he was not an

"expert." The Trial Court ruling showed that Expert witness is indispensable to Trial Judges"

VI CONCLUSION

Respondent evicted Petitioner alleging that he owed him rent and property tax and landlord's insurance premiums in the amount of about $34,000 accumulated over three years. Testified in court that he never reminded Petitioner about the huge unpaid rent and other costs during the entire year. That was because he knew that he told Petitioner pay all the utility bills and maintain business insurance if you do that don't worry about the rest.

Respondent renewed the second lease agreement in December of 2022 when the first lease expired on December 31st of 2022, and at that point he never mentioned no unpaid rent or any other cost.

Counsel Beckett admitted that his office prepared the Financial Statements, records of three years paid and unpaid rents and other costs and contained several Exhibits each showing Respondent's Checking Account records of each year. Counsel Beckett's office prepared the ledger based on money transfers his children deposited from their accounts to their father Checking Account. Respondent gave an account to which he deposited (transferred) rent payment via Venmo. Petitioner did not know and had no way of knowing who received the payment every month. It

went smoothly for three years without any concern or issue. The Exhibits Counsel Beckett's office produced were riddled with missing payments. The Children not Petitioner are responsible for any discrepancy that occurred. The Judge knew about the improper methods Counsel used but he insisted the Exhibit be admitted and the Judge did. After Petitioner appealed the Judge final decision and the appeal was accepted and Brief was filed, Counsel Beckett inserted without the approval of the Court new Evidence of Financial Statement that would replace the Financial Statement that his office prepared. Petitioner had filed motion to bring to the attention to the court that the Exhibit he inserted was inadmissible.

These financial errors occurred because of lack of proper records such as receipts which the law requires Landlords to provide receipt for any payment they make. Respondent never issued receipts to Petitioner for rent payments during the twenty-three years of tenancy. It is not in the nature of Respondent to issue receipts. The Children are not professional, and they might have used the rent money with or without their dad's knowledge or approval. The Judge as well as Counsel Beckett knew the laws, but both tried to cover up the illegal and unlawful practices of Respondent. Both have committed actd against the law under the cover of law.

Petitioner hired a renowned expert in the field of Forensic Document Examiners, who evaluated the Lease Agreement document, the Notary Public document, and the Financial Statements. He concluded that the documents he examined are not reliable to make decision based upon. He demonstrated and testified in court answering questions of Counsel Buckett and Judge Parisien on how he reached that conclusion.

Respondent evicted Petitioner unlawfully for two reasons. He had expressed his intention to court. The development activities along Rainier Avenue was huge and properties were being demolished and new buildings built. These developers had approached Respondent and offered him lots of money for his property. Respondent had testified in court about this and his intention to sell the property and let the Tenant deal with the new owner. The Judge heard and said nothing, at least to remind him about the lease contract obligation he had. The other reason was that he did not want to repair the damage building roof because of the costs, which he expressed in court. Instead of spending lots of money on repair, Respondent wanted to maximize his gain by evicting Petitioner. That decision has caused a serious legal battle. Even though the Respondent did not want to repair the roof to save money, the roof collapsed soon after and he was forced to install a new roof.

Counsel Beckett told the Court that he had talked to his client, the Respondent about the woman who run the coffee business. Counsel Beckett told the court that he had arranged with Respondent to let her stay and continue the coffee business after he possessed the property from Petitioner. The eviction applied to both business and it was highly uncharacteristic for Counsel to be involved and arrange such business while in the mist of legal battle. The Consequence was that Respondent told the court that he would keep the property that belonged to Petitioner. When Petitioner went to pick up all his equipment from the coffee shop, the son of Respondent Valkenburg, who spent a great deal of his time at the coffee shop told him that his father had told him not to allow anyone to take anything out of the coffee shop. The petitioner could not take his personal property for which he spent thousands of dollars to start a business elsewhere. Counsel Beckett has proved to be a dangerous and cruel person, who Petitioner has a legitimate concern and profound fear.

The petitioner had described the unlawful actions of Respondent and the biased rulings of the Judge, and unethical conduct of Counsel Beckett. Judge Parisien has acted under the color of law to cover up the illegal and unlawful actions of both Respondent and his Attorney, Mr. Beckett in his briefs and motions to the Court of Appeals.

The petitioner prays for justice and protection of his rights and liberty denied by the lower court, and awards that the court deems fair and just to to compensate his enormous loss in life as the result of the action described above.

Statement of Compliance

This document complies with RAP 13.5 required for Petition for Review. This document was prepared using Microsoft Word Process, The Number of Wards used are 3,838, and number of pages are 18.

Respectfully submitted this 23rd day of June 2024.

Meshesha Tadesse

Pro se Petitioner

EXHIBIT A

APPELLATE COURT DECISION
DENYING PETITIONER'S MOTION
FOR CONSIDERATION

EXHIBIT A

LEA ENNIS
Court Administrator/Clerk

The Court of Appeals
of the
State of Washington

DIVISION I
One Union Square
600 University Street
Seattle, WA
98101-4170
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May 23, 2024

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Case #: 85281-7
Mike Van Valkenburg, Respondent v. Meshesha Tadesse, et al., Appellants
King County Superior Court No. 23-2-03414-7

Counsel:

Enclosed please find a copy of the Order Denying Motion for Reconsideration entered in the above case.

Within 30 days after the order is filed, the opinion of the Court of Appeals will become final unless, in accordance with RAP 13.4, counsel files a petition for review in this court. The content of a petition should contain a "direct and concise statement of the reason why review should be accepted under one or more of the tests established in [RAP 13.4](b), with argument." RAP 13.4(c)(7).

In the event a petition for review is filed, opposing counsel may file with the Clerk of the Supreme Court an answer to the petition within 30 days after the petition is served.

Sincerely,

Lea Ennis
Court Administrator/Clerk

lam

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

MIKE VAN VALKENBURG, a/k/a
MICHAEL ALLEN VAN VALKENBURG,

Respondent,

v.

MESHESHA TADESSE, individually
and on behalf of his marital community,

Appellant.

No. 85281-7-I

ORDER DENYING MOTION
FOR RECONSIDERATION

The appellant, Meshesha Tadesse, filed a motion for reconsideration. The court has considered the motion pursuant to RAP 12.4 and has determined that the motion should be denied. Now, therefore, it is hereby

ORDERED that the motion for reconsideration is denied.

Birk, J.

Judge

EXHIBIT B

REPORT OF FORENSIC DOCUMENT

EXAMINER, MR. JAMES GREEN

EXHIBIT B

James A. Green FORENSIC DOCUMENT EXAMINER
2456 SUNCREST AVENUE • EUGENE, OR • 97405 (541) 485-0832 JGREEN@DOCUMENTEXAMINER.INFO

April 11, 2023

Meshesha Tadesse
2006 Rainier Ave. S.
Seattle WA 98144

Re: Examination of Lease Agreement

On April 7, 2023, the following listed documents were received for examination from you, via Priority Mail. (On April 10, 2023, I received from you, via Priority Mail, the copy of the lease sent to you from Mr. Van Valkenburg, and the original envelope it was mailed in.)

Mike Van Valkenburg (MV) Lease version in question:

Q-1: Lease Agreement, six pages in length, dated January 24, 2020. (Machine copy.)

Meshesha Tadesse (MT) Lease version:

K-1: Lease agreement, three pages in length. Not dated, aside from a lease commencement date of "January 1st" and expiration date of December 31, 2023." Presumably, the lease was dated January 24, 2020, as most of the text was consistent with the MV lease in question. (Machine copy.)

Also included was an envelope addressed to "Meshesha Tadesse," and postmarked February 11, 2020. (Machine copy.)

On April 10, 2023, I received from you, via Priority Mail, the copy of the lease sent directly to you from Mr. Van Valkenburg, and the original envelope it was mailed in.

Assignment:

The listed documents were submitted to facilitate a comparison of the listed lease agreement in question (Q-1,) with the purported lease agreement you signed (K-1.) The purpose of the examination was to determine if the questioned MV lease was altered from the MT version.

Methodology:

Comparisons were made consistent with SWGDOC Standards. (SWGDOC is the acronym for the Scientific Working Group for Forensic Document Examination.) The "ACE" process used for this examination is referred to within that Standard and is common among examiners in the field. ACE represents the three steps in an examination: "Analyze, Compare and Evaluate."

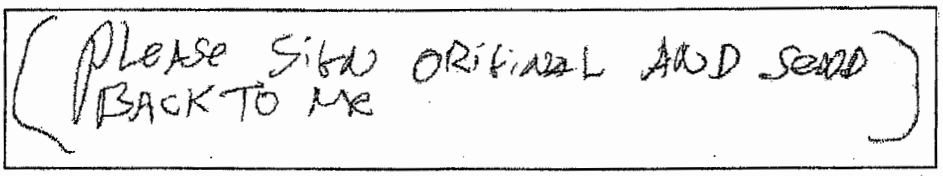
All samples submitted, aside from the listed envelope, were copies rather than original documents. The examination was performed with the recognition of the limitations imposed by non-originals.

Observations made:

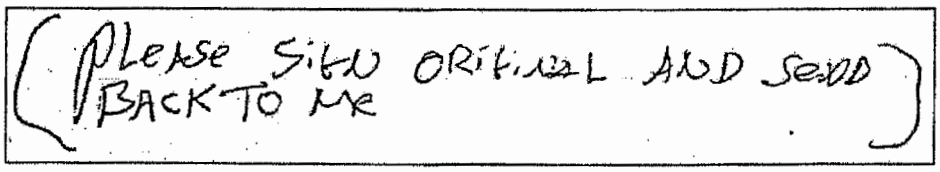
1. There were several differences noted between the two sets of documents. The first page of both documents had most of the handwritten entries identical to one another.

For example, the following images were from the lower section of both documents.

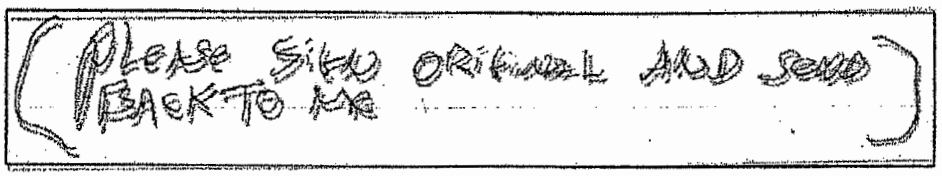
MV Lease in question:



MT lease:

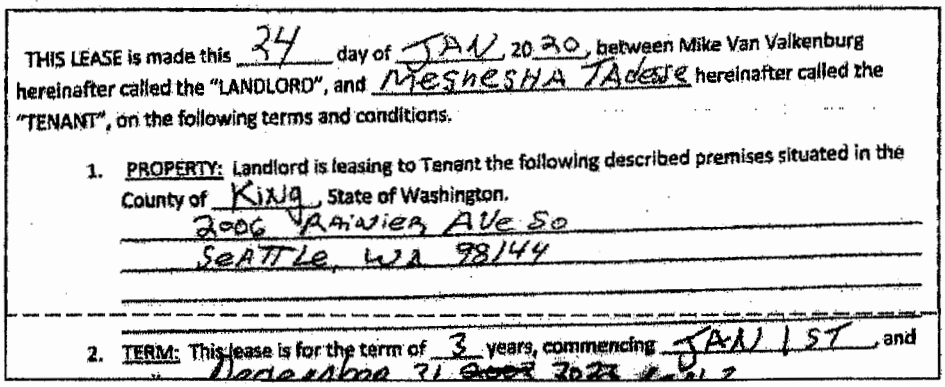


The MT lease (in blue,) was overlaid with the questioned MV lease (in orange.) Their precise alignment, as shown in the image below, clearly established they had a common original source.



The top sections of page one on both leases did not have handwritten text in common. The images below show the areas in which the handwriting differed between the two leases.

Questioned writing on the MV lease:

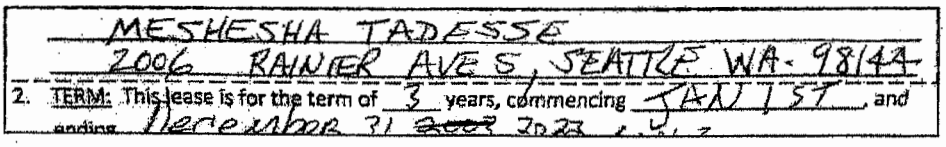


THIS LEASE is made this 24 day of JAN 2020 between Mike Van Valkenburg hereinafter called the "LANDLORD", and MESHESHA TADESSE hereinafter called the "TENANT", on the following terms and conditions.

1. PROPERTY: Landlord is leasing to Tenant the following described premises situated in the County of King State of Washington.
2006 Rainier Ave So
Seattle, WA 98144

2. TERM: This lease is for the term of 3 years, commencing JAN 1ST and
December 31 ~~2023~~ 2022

Writing on the MT lease:



MESHESHA TADESSE
2006 RAINIER AVE S, SEATTLE WA- 98144

2. TERM: This lease is for the term of 3 years, commencing JAN 1ST and
ending December 31 ~~2023~~ 2022

It is unknown why the beginning paragraph, and section 1, from the MV lease (Q-1) was not present on the MT lease version (K-1.)

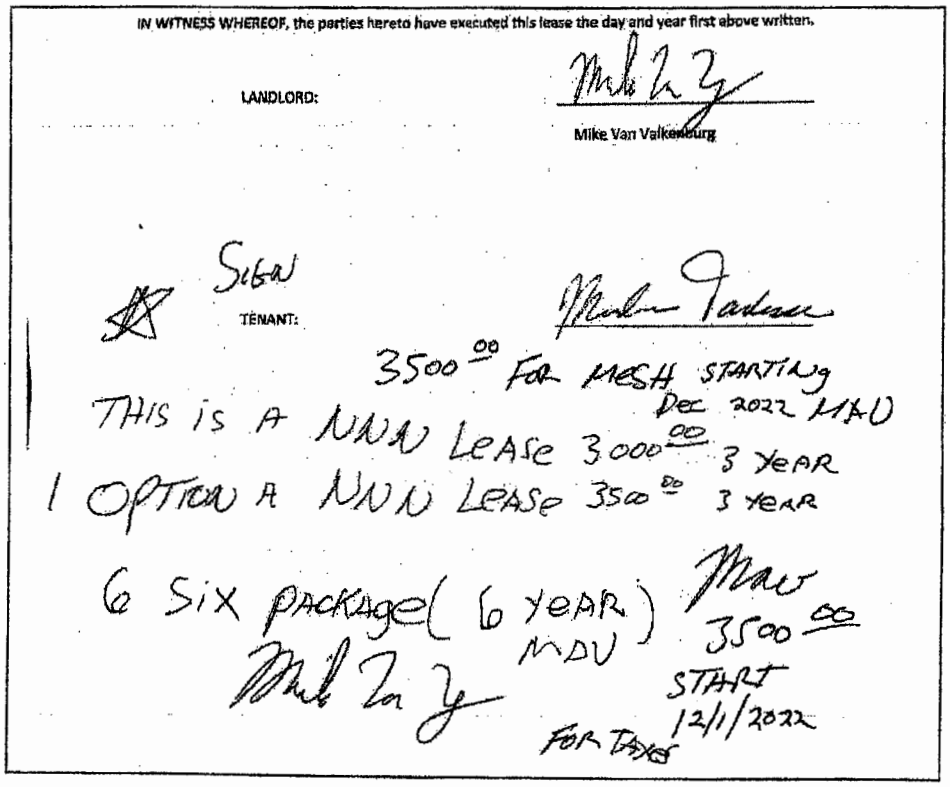
2. Page two of both documents had matching handwritten entries.

3. Pages three and four of the MV lease (Q-1,) consisted of typed text having no handwritten information. For an unknown reason, the same pages were not included in the MT lease document (K-1,) provided to you.

4. The fifth page of the MV lease included the signatures of Mr. Valkenburg and Mr. Tadesse. Page three of the MT lease included the same signature block area. However, additional handwritten entries were present on the page of the MV lease in question that were not present on the MT version of the lease.

4. (cont.) The image below shows the signature block portion of page five on the MV lease in question (Q-1.)

Lease in question:


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

LANDLORD:

Mike Van Valkenburg

TENANT:

3500.00 FOR MESH STARTING Dec 2022 MAU

THIS is A MAU LEASE 3000.00 3 YEAR

1 OPTION A MAU LEASE 3500.00 3 YEAR

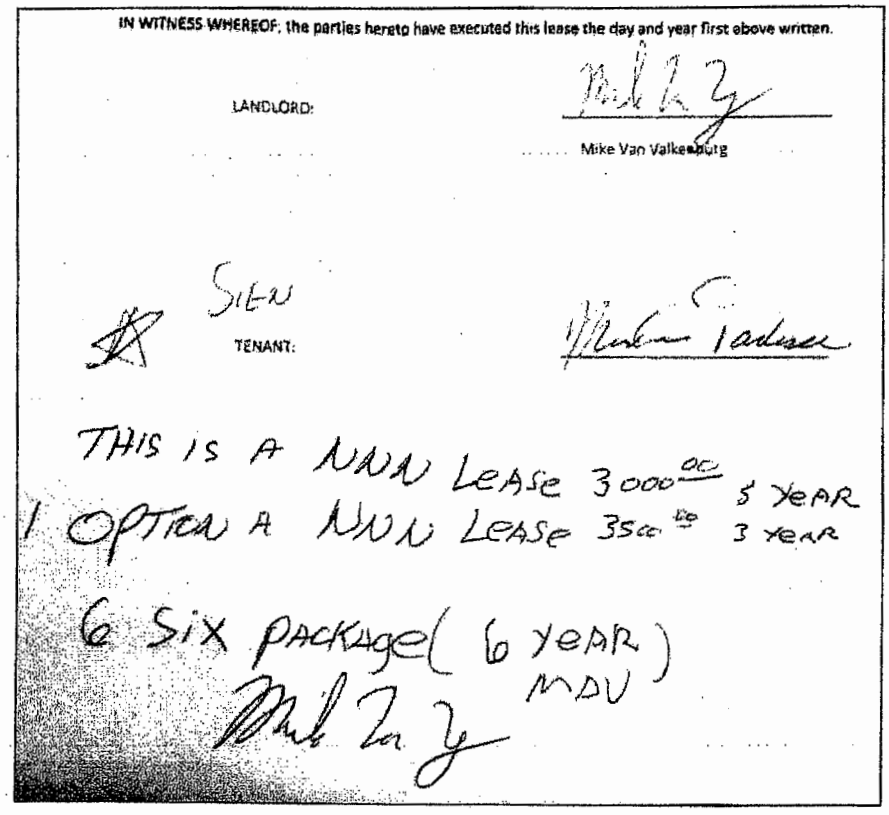
6 SIX PACKAGE (6 YEAR) MAU 3500.00

START 12/1/2022

FOR TAXES

4. (cont.) The image below shows the signature block from the MT lease (K-1.)

Original lease:



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

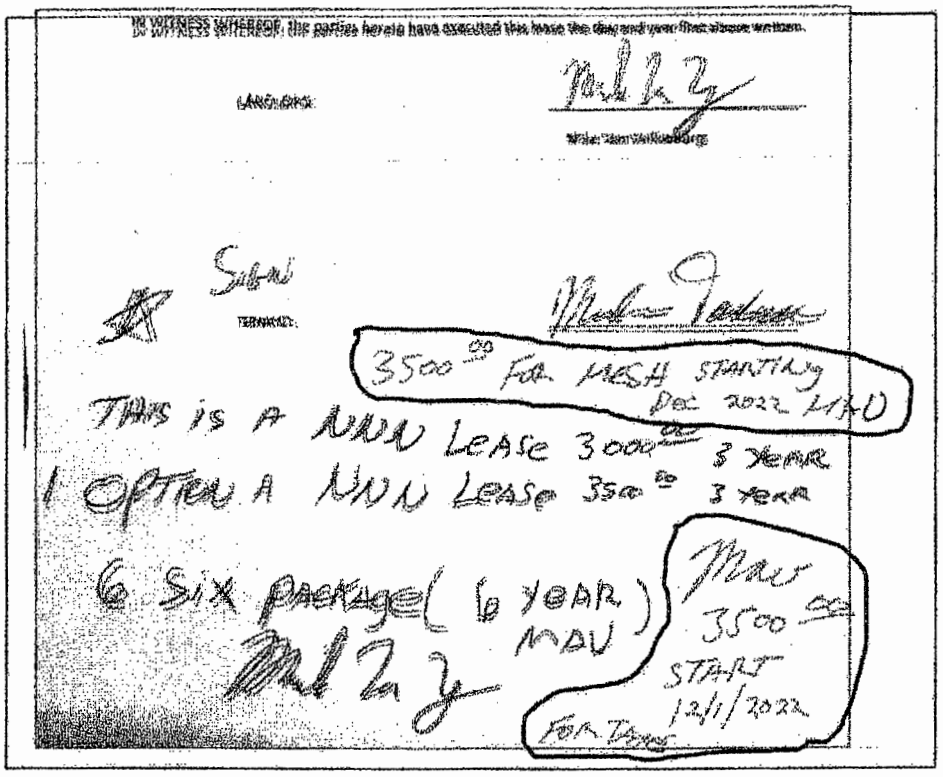
LANDLORD: Mike Van Valkenburg

TENANT:

THIS IS A NNN LEASE 3000.00 5 YEAR
1 OPTION A NNN LEASE 350.00 3 YEAR

6 SIX PACKAGE (6 YEAR) MDV

4. (cont.) The MV lease in question (highlighted in orange,) was overlaid onto the MT lease (in blue.) The additional text present on the MV lease was circled in red.



5. The questioned MV lease was six pages in length, with the last page having two notary sections. The lower section purportedly documented the notarization of your signature on that version of the lease. The MT lease version was not notarized.

   The MV version of the lease had the purported date of the lease agreement, listed as the "…. 24th day of January, 2020…." The date conflicted with the notarization date of February 1, 2020, eight days after.

STATE OF WASHINGTON)

) ss:

COUNTY OF KING)

On this day personally appeared before me Meshesha Tadesse, to me known to be the individual described, and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of February, 20 20.

MARICARMEN MAGANA NOTARY PUBLIC COMM. EXP. 09-01-2021 COMM. NO. 19[illegible] STATE OF WASHINGTON

NOTARY PUBLIC in and for the State of Washington, residing at Seattle, WA

My Commission Expires: 09·01·2021

6. Contact was made with the Washington Secretary of State's office, Licensing Office on April 11, 2023. The notary license of Maricarmen Magana was first issued on November, 27, 2017. It was valid until September 1, 2021, at which time it was canceled. A renewal application was not submitted by Ms. Magana, causing the cancelation. There was no disciplinary action related to the notary license of hers.

   The licensing division employee said the notaries are required to keep possession of their journal(s) for a ten-year period following the date of the last transaction conducted.

Conclusions:

1. The MT lease (K-1,) lacked the text in the top portion that was present in the MV (Q-1.)

2. The MT lease (K-1,) did not include pages three and four that were a part of the MV lease in question.

3. The MT lease (K-1,) did not have the notarization page included in the MV lease (Q-1.)

4. The two sections of additional handwritten text, both dated in December, 2022, were squeezed into margins of existing text on page five of the MV questioned lease.

5. The MT lease copy (K-1,) Mr. Tadesse claimed as the actual lease he signed, was not notarized. His signature on the questioned MV lease was purportedly notarized.

In review, the MT lease (K-1,) had the following anomalies:

1. The introductory paragraph, and Section 1, was missing from page one.
2. Pages three and four were missing from the contract.
3. Page three ended with Section 15. That section had an incomplete paragraph.
4. The signature page began with Section 29. The logical sequence, if the lease was complete, would begin with the continuation of Section 15 from the preceding page.

The MV lease in question (Q-1,) had the following anomalies:

1. The upper portion of the first page had a blending of additional, different printed and handwritten text at the top of the page as well as the inclusion of handwritten information identical to that from the MT lease (K-1.)
2. The signature page had handwritten text that appeared added after the other writing on the page.
3. The original lease signed by both parties, and returned to you, did not have the notarization page. However, the questioned lease that was purportedly signed by both Mr. Van Valkenburg and you did not have the notarization of Mr. Van Valkenburg's signature. A notarization block was provided at the top of page six, on the questioned lease, presumably for the notarization of his signature.

Based upon the observations made, the lease document in question should not be relied upon. To further the examination, I recommend the following be considered by the Court:

1. Allow the original lease of Mr. Van Valkenburg's to be examined. The original lease would be expected to have original (wet inked) signatures of both parties. If the two added sections on the MV lease, that was not present on the MT lease, the ink should be consistent with the other entries if written at the same time as the other entries.

2. The original lease of Mr. Van Valkenburg's could have the pages examined to confirm what printed and handwritten text truly exists on the pages.

3. Permit the original lease to be shipped, via FedEx, to my office for the examination.

I also recommend an examination of the notary journal that purportedly recorded the notarization of your signature on February 1, 2020. The journal should have the corresponding date, type of document, the name and contact information of yours, identification provided to the notary, and your original signature.

The examination of Mr. Van Valkenburg's purported original lease, and the notary's journal, should further resolve the fabrication issue.

A copy of my current curriculum vitae is attached as pages 10, 11 and 12.

Sincerely,

James A. Green

Diplomate: American Board of Forensic Document Examiners

James A. Green
Forensic Document Examiner

2456 Suncrest Ave.
Eugene OR 97405
(888) 485-0832
jgreen@documentexaminer.info
www.documentexaminer.info

Member, and past President, of the American Society of Questioned Document Examiners

Curriculum Vitae

Education:

University of Oregon – Bachelor of Science, 1992, Sociology

Work experience:

2000 – Present: Forensic Document Examiner – Private Practice
1988 – 2000: Forensic Document Examiner – Eugene OR Police Department
1976 – 1988: Sworn Officer / Detective positions – Eugene OR Police Department

Professional memberships:

American Society of Questioned Document Examiners (ASQDE)
- Life Member – Membership beginning in 1997
- Past President – 2012 to 2014
- Other Executive Committee positions – 2004 to 2012
- Currently serving on the Editorial Review Board for the Journal of the American Society of Questioned Document Examiners.

American Academy of Forensic Sciences (AAFS) – Questioned Document Section
- Currently serving as the Chair for the Section
- Fellow of the Questioned Document Section
- Member since 1995

Southwest Association of Forensic Document Examiners (SWAFDE)
- Member since 1994

Certification:

American Board of Forensic Document Examiners
- Certified, and re-certified, since 2004
- Past Treasurer for the ABFDE – 2011 to 2019

Training:

Regular attendance at training conferences and workshops of the American Society of Questioned Document Examiners, American Academy of Forensic Sciences – Questioned Document Section and the Southwest Association of Forensic Document Examiners.

Training (cont.):

1991: Two-week mentorship at the US Postal Inspection Laboratory, San Bruno, CA.

1989: Attended the two-week USSS Questioned Document Course at the Federal Federal Law Enforcement Training Center, Brunswick, GA.

1988 – 1990: Two and one-half year apprenticeship at the Eugene, OR Police Department.

Annual Proficiency Testing:

Collaborative Testing Service, Sterling, VA. (Taken annually: 2006 – 2023.)

Court testimony given in the following jurisdictions:

Federal Courts:	California	State Courts:	Alaska	Oregon
	Idaho		California	Pennsylvania
	Montana		Idaho	Nevada Texas
	Oregon		Maryland	Texas
	Washington		Minnesota	Washington
			Montana	Wyoming

Foreign Courts: British Columbia, Canada

Testimony given in 150 cases.

Publications and Papers presented:

"Indented Writing Examinations; Rubber Stamp Image Transfers," Journal of the American Society of Questioned Document Examiners, Inc.," Volume 24, Number 2, December, 2021.

"Indented Writing Examinations; Rubber Stamp Image Transfers," presented at the annual conference of the American Society of Questioned Document Examiners, virtual meeting, August 11, 2021. The paper was also presented at the annual conference of the American Academy of Forensic Sciences – Questioned Document Section, February 25, 2022.

"Pantographs as a Security Feature; Why They Work, Why They Fail," published in the *Journal of the American Society of Forensic Document Examiners.* Volume 23, Number 1. June, 2020.

"A Shredded Document Case Made Easy," presented at the annual conference of the Southwest Association of Forensic Document Examiners", Denver, CO, October, 2019.

Publications and Papers presented (cont.):

"Pantographs as a Security Feature; Why They Work, Why They Fail," presented at the annual conference of the American Society of Questioned Document Examiners, Park City, UT, August, 2018.

"Paper Examinations; Consideration of Mineral Fillers," presented at the annual conference of the American Society of Questioned Document Examiners, Toronto, CN, August, 2015.

"Reliability of Paper Brightness in Authenticating Documents," published in the *Journal of Forensic Sciences*, 2011, J1.

"Rubber Stamp Inks," published in the book, *Forensic Examination of Rubber Stamps*, by Jan Seaman Kelly © 2002. Charles C. Thomas, publisher.

"Forensic Document Examination," published in the *Trial Lawyer* (Oregon Trial Lawyers Association), Fall 2001.

Training provided:

Full day seminars to private and government security personnel, sponsored by the Caribbean Institute of Forensic Accounting, at:

Port of Spain, Trinidad
Castries, St. Lucia

Seminar provided at the annual conference of the Northwest Association of Forensic Scientists and the Pacific Northwest Division of the International Association for Identification. Portland, OR. August 2019.

Seminar provided at the annual conference of the Oregon Police Officer's Association at their annual conference. Grand Ronde, OR. November, 2021.

Seminars provided regularly to investigators working for the State of Oregon – Department of Human Services investigators.

Workshops were presented several times to the Oregon Association of Licensed Investigators at their annual conferences.

EXHIBIT C

FINANCIAL STATEMENT

EXHIBIT C

Landlord/Lessor: Mike Van Valkenburg
Tenant/Lessee: Meshesha Tadesse
Property: 2006 Rainier Ave. S., Seattle WA 98144

Statement of Account

Date	Description	Charge	Credit	Balance Due
Jan-20	Base Rent	$ 3,000.00		$ 3,000.00
Jan-20	Payment		$ (3,000.00)	$ -
Feb-20	Base Rent	$ 3,000.00		$ 3,000.00
Feb-20	Payment		$ (3,000.00)	$ -
Mar-20	Base Rent	$ 3,000.00		$ 3,000.00
Mar-20	Payment		$ (3,000.00)	$ -
Apr-20	Base Rent	$ 3,000.00		$ 3,000.00
May-20	Base Rent	$ 3,000.00		$ 6,000.00
May-20	Payment		$ (1,500.00)	$ 4,500.00
Jun-20	Base Rent	$ 3,000.00		$ 7,500.00
Jun-20	Payment		$ (2,000.00)	$ 5,500.00
Jul-20	Base Rent	$ 3,000.00		$ 8,500.00
Jul-20	Annual Insurance	$ 949.59		$ 9,449.59
Jul-20	Payment		$ (2,500.00)	$ 6,949.59
Aug-20	Base Rent	$ 3,000.00		$ 9,949.59
Sep-20	Base Rent	$ 3,000.00		$ 12,949.59
Sep-20	Payment		$ (3,000.00)	$ 9,949.59
Oct-20	Base Rent	$ 3,000.00		$ 12,949.59
Oct-20	Annual Taxes	$ 7,006.59		$ 19,956.18
Oct-20	Payment		$ (3,000.00)	$ 16,956.18
Nov-20	Base Rent	$ 3,000.00		$ 19,956.18
Nov-20	Payment		$ (3,000.00)	$ 16,956.18
Dec-20	Base Rent	$ 3,000.00		$ 19,956.18
Dec-20	Payment		$ (3,000.00)	$ 16,956.18
Jan-21	Base Rent	$ 3,000.00		$ 19,956.18
Jan-21	Payment		$ (3,000.00)	$ 16,956.18
Feb-21	Base Rent	$ 3,000.00		$ 19,956.18
Feb-21	Payment		$ (3,000.00)	$ 16,956.18
Mar-21	Base Rent	$ 3,000.00		$ 19,956.18
Mar-21	Payment		$ (3,000.00)	$ 16,956.18
Apr-21	Base Rent	$ 3,000.00		$ 19,956.18
Apr-21	Payment		$ (3,000.00)	$ 16,956.18
May-21	Base Rent	$ 3,000.00		$ 19,956.18
May-21	Payment		$ (3,000.00)	$ 16,956.18
Jun-21	Base Rent	$ 3,000.00		$ 19,956.18
Jun-21	Payment		$ (3,000.00)	$ 16,956.18
Jul-21	Base Rent	$ 3,000.00		$ 19,956.18
Jul-21	Annual Insurance	$ 948.59		$ 20,904.77
Jul-21	Payment		$ (3,000.00)	$ 17,904.77
Aug-21	Base Rent	$ 3,000.00		$ 20,904.77

Landlord/Lessor: Mike Van Valkenburg
Tenant/Lessee: Meshesha Tadesse
Property: 2006 Rainier Ave. S., Seattle WA 98144
Statement of Account

Date	Description	Charge	Credit	Balance Due
Aug-21	Payment		$ (3,000.00)	$ 17,904.77
Sep-21	Base Rent	$ 3,000.00		$ 20,904.77
Sep-21	Payment		$ (1,500.00)	$ 19,404.77
Sep-21	Payment		$ (3,000.00)	$ 16,404.77
Oct-21	Base Rent	$ 3,000.00		$ 19,404.77
Oct-21	Annual Taxes	$ 8,277.55		$ 27,682.32
Oct-21	Payment		$ (3,000.00)	$ 24,682.32
Nov-21	Base Rent	$ 3,000.00		$ 27,682.32
Nov-21	Payment		$ (3,000.00)	$ 24,682.32
Dec-21	Base Rent	$ 3,000.00		$ 27,682.32
Dec-21	Payment		$ (3,000.00)	$ 24,682.32
Jan-22	Base Rent	$ 3,000.00		$ 27,682.32
Feb-22	Base Rent	$ 3,000.00		$ 30,682.32
Feb-22	Payment		$ (3,000.00)	$ 27,682.32
Feb-22	Payment		$ (1,500.00)	$ 26,182.32
Mar-22	Base Rent	$ 3,000.00		$ 29,182.32
Mar-22	Payment		$ (2,000.00)	$ 27,182.32
Mar-22	Payment		$ (3,000.00)	$ 24,182.32
Apr-22	Base Rent	$ 3,000.00		$ 27,182.32
Apr-22	Payment		$ (3,000.00)	$ 24,182.32
May-22	Base Rent	$ 3,000.00		$ 27,182.32
May-22	Payment		$ (3,000.00)	$ 24,182.32
Jun-22	Base Rent	$ 3,000.00		$ 27,182.32
Jun-22	Payment		$ (3,000.00)	$ 24,182.32
Jul-22	Base Rent	$ 3,000.00		$ 27,182.32
Jul-22	Annual Insurance	$ 948.00		$ 28,130.32
Jul-22	Payment		$ (3,000.00)	$ 25,130.32
Jul-22	Payment		$ (948.00)	$ 24,182.32
Aug-22	Base Rent	$ 3,000.00		$ 27,182.32
Aug-22	Payment		$ (3,000.00)	$ 24,182.32
Sep-22	Base Rent	$ 3,000.00		$ 27,182.32
Sep-22	Payment		$ (3,000.00)	$ 24,182.32
Oct-22	Base Rent	$ 3,000.00		$ 27,182.32
Oct-22	Annual Taxes	$ 7,953.06		$ 35,135.38
Oct-22	Payment		$ (3,000.00)	$ 32,135.38
Nov-22	Base Rent	$ 3,000.00		$ 35,135.38
Nov-22	Payment		$ (3,000.00)	$ 32,135.38
Dec-22	Base Rent	$ 3,500.00		$ 35,635.38
Dec-22	Payment		$ (3,500.00)	$ 32,135.38
Jan-23	Base Rent	$ 3,500.00		$ 35,635.38

Landlord/Lessor: Mike Van Valkenburg
Tenant/Lessee: Meshesha Tadesse
Property: 2006 Rainier Ave. S., Seattle WA 98144

Statement of Account

Date	Description	Charge	Credit	Balance Due
Jan-23	Payment		$ (3,000.00)	$ 32,635.38
Feb-23	Base Rent	$ 3,500.00		$ 36,135.38
	TOTAL DUE:	$ 141,583.38	$ (105,448.00)	**$36,135.38**

EXHIBIT D

UNSIGNED NOTARY PUBLIC

EXHIBIT D

STATE OF WASHINGTON)

) ss:

COUNTY OF KING)

On this day personally appeared before me, Michael Van Valkenburg, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20___.

_____

NOTARY PUBLIC in and for the State of Washington, residing at _____

My Commission Expires: _____

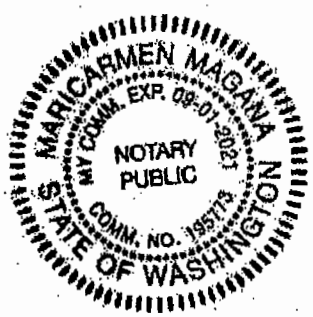
STATE OF WASHINGTON)

) ss:

COUNTY OF KING)

On this day personally appeared before me Meshesha Tadesse, to me known to be the individual described, and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of February, 2020.



_____

NOTARY PUBLIC in and for the State of Washington, residing at Seattle, WA

My Commission Expires: 09.01.2021

EXHIBIT E

SECOND LEASE AGREEMENT

EXHIBIT E

IN WJTN£,SS WHEREOF, the parties hereto have f;!Xec d-this lease the day and year first abo"e written.

I.ANOLORO:

Mike Van Valkenburg

SIGN

TENANT:

3500 00 FOR MESH STARTING Dec 2022 MTM

THIS is A NNN LEASE 3000 00 3 YEAR

1 OPTION A NNN LEASE 3500 00 3 YEAR

6 SIX PACKAGE (6 YEAR) MTM 3500 00

START 12/1/2022

FOR TAXES

MESHESHA TADESSE

June 23, 2024 - 10:04 PM

Transmittal Information

Filed with Court:	Court of Appeals Division I
Appellate Court Case Number:	85281-7
Appellate Court Case Title:	Mike Van Valkenburg, Respondent v. Meshesha Tadesse, et al., Appellants

The following documents have been uploaded:

- 852817_Petition_for_Review_20240623220312D1977235_7139.pdf
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A copy of the uploaded files will be sent to:

- cbeckett@prklaw.com
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- pmoran@prklaw.com
- vcoleman@prklaw.com

Comments:

Sender Name: MESHESHA TADESSE - Email: meshtadesse@yahoo.com
Address:
11056 ROWAN ROAD SOUTH
SEATTLE, WA, 98178
Phone: (206) 227-5233

Note: The Filing Id is 20240623220312D1977235

FILED
4/22/2024
Court of Appeals
Division I
State of Washington

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

MIKE VAN VALKENBURG a/k/a MICHAEL ALLEN VAN VALKENBURG,

Respondent,

v.

MESHESHA TADESSE, individually and on behalf of his marital community,

Appellant.

YET OIL AND BRAKE SERVICES LLC, a Washington limited liability company; LEO.RAH LLC d/b/a SASHA'S BIKINI ESPRESSO, a Washington limited liability company; and ANY OTHER OCCUPANTS OF THE PROPERTY LOCATED AT 2006 RAINIER AVENUE SOUTH, SEATTLE, WA 98144,

Defendants.

No. 85281-7-I

DIVISION ONE

UNPUBLISHED OPINION

BIRK, J. — Meshesha Tadesse appeals a judgment against him that found him in unlawful detainer of a commercial property owned by Michael Van Valkenburg and liable for unpaid obligations under the parties' lease agreement. Substantial evidence supports the trial court's findings of fact, which in turn support the trial court's conclusions of law. We affirm and award reasonable attorney fees and costs to Van Valkenburg pursuant to the lease's attorney fees provision.

I[1]

Van Valkenburg owns seven to nine properties and has been leasing them out for 35 years. One of these properties is the commercial property at issue in this case, which is located in Seattle. In January 2020, Budget Batteries Inc., the previous tenant, contacted Van Valkenburg to have Tadesse take over the lease to the property. Van Valkenburg drafted a lease agreement and sent it to Tadesse, who expressed interest in eventually converting the property from a service station into a coffee shop. The lease was for a term of three years beginning on January 1, 2020. Absent Van Valkenburg's written consent, the premises could be used only for the business of a coffee shop and brake and oil repair shop. Under the terms of the agreement, Van Valkenburg was required to maintain the structure of the building, roof, common areas, and parking lot in good condition. Tadesse was required to pay $3,000.00 per month for rent, pay 100 percent of all taxes levied against the property, and reimburse Van Valkenburg for insurance premiums on the property. The agreement prohibited Tadesse from subleasing any part of the property without Van Valkenburg's written consent. Under an option to renew clause, Tadesse was entitled to a three year option to renew the lease only if he was current on his obligations under the lease. The agreement contains an

[1] The substantive facts in this opinion are drawn from the trial testimony and the trial court's unchallenged findings of fact. Unchallenged findings of fact are accepted as true on appeal. Tedford v. Guy, 13 Wn. App. 2d 1, 12, 462 P.3d 869 (2020). While neither party designated the trial exhibits for purposes of this appeal, the trial exhibit list describes two exhibits admitted as attachments to Van Valkenburg's declaration, which are included in the clerk's papers. Van Valkenburg's declaration was filed in support of his motion for order to show cause why a writ of restitution should not be issued and motion for order directing issuance of a writ of restitution.

attorney fee provision, which states, "If legal notices, suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover, in addition to costs, reasonable attorney fees." Van Valkenburg and Tadesse both signed, but did not separately include dates next to their signatures, and a notary public notarized, signed, and dated the agreement on February 1, 2020.

According to a "Statement of Account" prepared by Van Valkenburg's counsel, Tadesse fairly consistently met his rent obligations only in 2021, paid the annual insurance premium only one out of three times, and missed all three annual property tax payments. Despite this history of missed payments, Van Valkenburg agreed to renew Tadesse's lease starting December 2022, increasing the rent to $3,500.00 per month.

Tadesse subleased part of the property at some point to a former barista in his coffee shop and collected $2,700.00 in monthly rent from her, but never remitted any portion of those payments to Van Valkenburg. On February 8, 2023, Van Valkenburg gave notice to Tadesse, LEO.RAH LLC doing business as "Sasha's Bikini Espresso," and all other occupants of the property that they were in default of rent and other payment obligations totaling $36,135.38. The notice told the occupants to pay the total amount in default or surrender the premises within three days after service of the notice.

On February 23, 2023, Van Valkenburg filed a complaint against Tadesse, YET Oil and Brake Services LLC, and Sasha's Bikini Espresso, alleging unlawful

detainer and breach of contract. Tadesse filed his answer, a motion to dismiss Van Valkenburg's complaint, and a supporting affidavit, where he advanced a forgery counterclaim based on the copy of the lease agreement Van Valkenburg submitted and requested an award of $50,000.00. Tadesse further alleged he had incurred expenses to repair the premises and install new equipment, he struggled to pay rent as a result of COVID-19, and Van Valkenburg's motivation for seeking his eviction was to sell the property at a profit. Trial commenced on April 17, 2023 and lasted one day. Van Valkenburg, Tadesse, and Tadesse's expert witness James Green testified.

Van Valkenburg denied being told about a leak in the roof and stated Tadesse had told him that the roof was fixed. Van Valkenburg testified that in December 2022 or early January 2023, Tadesse said he owed him $8,400.00 for roof work, but Van Valkenburg never received any pictures of the work, information on who did the work, or a receipt from a licensed contractor that the work was completed. Van Valkenburg testified he learned Tadesse subleased the property only after the sublessee reached out to him about a power problem on the property. This was also the first time Van Valkenburg learned about a power issue on the property. Van Valkenburg had not given Tadesse permission to sublease the property.

On April 19, 2023, the trial court entered its findings of fact, conclusions of law, and final judgment. The trial court found Tadesse was in unlawful detainer of the property, awarded a principal judgment of $32,135.38 to Van Valkenburg,

dismissed Tadesse's counterclaim with prejudice, and awarded attorney fees and costs to Van Valkenburg. Tadesse appeals.

II

We review a trial court's findings of fact in an unlawful detainer action for substantial evidence. Tedford v. Guy, 13 Wn. App. 2d 1, 12, 462 P.3d 869 (2020). We begin with a presumption in favor of the trial court's findings and the appellant has the burden of showing that a finding of fact is not supported by substantial evidence. Lang Pham v. Corbett, 187 Wn. App. 816, 825, 351 P.3d 214 (2015). Substantial evidence exists when there is a sufficient quantity of evidence to persuade a fair-minded, rational person that a finding is true. Spencer v. Badgley Mullins Turner, PLLC, 6 Wn. App. 2d 762, 794-95, 432 P.3d 821 (2018). Where evidence conflicts, we need only determine " 'whether the evidence most favorable to the prevailing party supports the challenged findings.' " State v. Living Essentials, LLC, 8 Wn. App. 2d 1, 14, 436 P.3d 857 (2019) (quoting Prostov v. Dept. of Licensing, 186 Wn. App. 795, 820, 349 P.3d 874 (2015)). We will not reweigh the evidence or the credibility of the witnesses on appeal. Id. at 15. After reviewing the findings of fact, we then decide whether those findings support the trial court's conclusions of law. Tiller v. Lackey, 6 Wn. App. 2d 470, 484, 431 P.3d 524 (2018). Conclusions of law are reviewed de novo. Tedford, 13 Wn. App. 2d at 12. Unchallenged findings of fact are accepted as true on appeal. Id. Unchallenged conclusions of law become the law of the case. The-Anh Nguyen v. City of Seattle, 179 Wn. App. 155, 163, 317 P.3d 518 (2014).

A

Although not directly challenged by Van Valkenburg, we first address Tadesse's failure to specify the findings of fact he challenges in his opening brief.

RAP 10.3(g) requires a separate assignment of error for each challenged finding of fact with reference to the finding by number. The rules of appellate procedure are to "be liberally interpreted to promote justice and facilitate the decision of cases on the merits. Cases and issues will not be determined on the basis of compliance or noncompliance with these rules except in compelling circumstances where justice demands." RAP 1.2(a). We wield discretion to consider cases and issues on the merits under RAP 1.2. State v. Olson, 126 Wn.2d 315, 323, 893 P.2d 629 (1995). This discretion should be exercised unless there are compelling reasons not to do so. Id. Where the nature of the appeal is clear and the relevant issues are argued, citations provided, and the respondent is not prejudiced, there is no compelling reason for an appellate court to not consider the merits of the case or issue. Id.

Tadesse's opening brief failed to comply with RAP 10.3 because Tadesse did not identify the specific findings of fact he is challenging. Courts hold pro se litigants to the same standards as attorneys. In re Vulnerable Adult Pet. for Winter, 12 Wn. App. 2d 815, 844, 460 P.3d 667 (2020). But the issues Tadesse raised were sufficiently clear for Van Valkenburg to discern and answer. This is evinced by the fact that Van Valkenburg explicitly outlines in his brief the findings and conclusions he believes Tadesse is challenging and addresses them accordingly.

We exercise our discretion and consider the assignments of error that are properly before us. We set forth the specific findings of fact we deem sufficiently challenged below. The remaining findings of fact are accepted as true.

B

Tadesse challenges finding of fact 2, which states,

> On January 24, 2020, Plaintiff Michael Van Valkenburg and Meshesha Tadesse executed an agreement for the lease of the Property from January 1, 2020 to December 31, 2022 (the "Lease").

The lease agreement states the lease begins on January 24, 2020 and both Van Valkenburg and Tadesse signed the agreement. Although neither Van Valkenburg or Tadesse separately affixed dates to those signatures, the trial court was entitled to believe that the date listed at the top of the lease agreement was the date of its execution. The date listed on the lease agreement and Van Valkenburg's testimony about the December 2022 lease renewal supports a three year lease term from January 1, 2020 to December 31, 2022. Tadesse made payments for rent and one payment for annual insurance premiums along the terms laid out in the lease agreement. Substantial evidence supports finding of fact 2.

Tadesse challenges finding of fact 5, which states,

> On February 1, 2020, Defendant Tadesse had his signature witnessed and acknowledged by Notary Public Maricarmen Magana.

Van Valkenburg testified he believed he received the signed, notarized lease agreement back from Tadesse and did not have the document notarized himself. Tadesse denied having the lease agreement notarized in 2020. On cross-examination, Van Valkenburg's counsel referenced a declaration Magana signed

where she certified that she worked at a Well Fargo Bank branch in Seattle in 2020 and notarized documents as part of her job. Magana stated she notarized Tadesse's signature on February 1, 2020 and her practice would have been to obtain Tadesse's identification, witness him sign the document, then notarize his signature. This declaration was not admitted as a trial exhibit. But Tadesse agreed that he made early 2020 payments from a Wells Fargo Bank branch in Seattle and testified he had no reason to believe Magana was lying in that declaration. The trial court was entitled to credit Van Valkenburg's testimony and reject Tadesse's. Finding of fact 5 is supported by substantial evidence.

Tadesse challenges finding of fact 6, which states,

> Between January 1, 2020 and November 30, 2022, Mr. Tadesse failed to pay amounts due under the Lease in the sum of $32,135.38.

Van Valkenburg testified that Tadesse never paid him any property taxes or reimbursed for insurance premiums, other than a one time payment of $1,000.00. Van Valkenburg testified at length about three of his bank statements from 2020, 2021, and 2022 that tracked the payments Tadesse made. These exhibits were admitted into evidence. The trial court also admitted Van Valkenburg's statement of account that summarized the charges to Tadesse and payments made against those charges from January 2020 to February 2023. Van Valkenburg stated this ledger looked true and correct to the best of his knowledge. At the time the parties renewed the lease in December 2022, Tadesse owed $32,135.38. By February 2023, Tadesse's outstanding balance totaled $36,135.38. Van Valkenburg testified he eventually spoke with Tadesse about his outstanding balance and

explained that based on the terms of the lease agreement, Tadesse was required to pay the property taxes and reimburse him for the insurance payments, to which Tadesse said he would. In 2020, Van Valkenburg reminded Tadesse once or twice about the outstanding payments that he owed. Tadesse testified he made all required payments under the lease including the rent he owed and disagreed that he was obligated to pay the property taxes. The trial court declined to award any amount due on the December 2022 lease renewal because Van Valkenburg "was on notice that [Tadesse] was unable/unwilling to reliably and fully pay the rent." The trial court's determination of $32,135.38 as the amount due is supported by Van Valkenburg's testimony and the statement of account.

Tadesse argues on appeal that at the signing of the lease agreement, Tadesse asked Van Valkenburg about property tax payments and insurance premium costs and Van Valkenburg allegedly responded, " 'Do not worry about it; just pay $3,000 every month.' " Even if these statements had been before the trial court in evidence, the trial court would not have been required to credit them. Finding of fact 6 is supported by substantial evidence.

Tadesse challenges conclusions of law 2 and 3, which state,

> Mr. Tadesse breached the terms of the lease by failing to pay rent and property taxes, and failing to reimburse Mr. Van Valkenburg for insurance on the property.
>
> . . . . As a result of Mr. Tadesse's breaches of the Lease, Mr. Van Valkenburg was damaged in the amount of $32,135.38.

Unchallenged finding of fact 3 states the lease agreement obligated Tadesse to pay base rent of $3,000.00, property taxes due on the property, and to reimburse

Van Valkenburg for property insurance. By failing to meet his payment obligations under this agreement and accruing a total unpaid balance of $32,135.38, Tadesse breached the terms of the lease agreement. Findings of fact 2, 3, and 6 support conclusions of law 2 and 3.

Tadesse challenges conclusion of law 5, which states,

> Mr. Tadesse neither paid rent nor quit the premises, placing him in unlawful detainer of the property.

A person who continues in possession of real property after defaulting by failing to pay rent is liable for unlawful detainer. RCW 59.12.030(3); Sprincin King St. Partners v. Sound Conditioning Club, Inc., 84 Wn. App. 56, 63, 925 P.2d 217 (1996). RCW 59.12.030(3) requires the landlord to provide notice in writing that permits the tenant to pay the outstanding rent owed or the surrender the detained premises three days after service of the notice. An unlawful detainer action is "a summary proceeding for obtaining possession of real property." Fed. Nat'l Mortg. Ass'n v. Ndiaye, 188 Wn. App. 376, 382, 353 P.3d 644 (2015). "The action is a narrow one, limited to the question of possession and related issues such as restitution of the premises and rent." Munden v. Hazelrigg, 105 Wn.2d 39, 45, 711 P.2d 295 (1985).

In an unchallenged conclusion of law, the trial court noted that Tadesse was validly served with the required statutory notice to pay rent or quit the premises pursuant to RCW 59.12.030 and .040. Van Valkenburg testified he had the right to give Tadesse three day notice when he had not paid rent and not paid back property taxes, so "that's the process we took." Because Tadesse defaulted by

failing to pay his rent and Van Valkenburg properly served Tadesse with the required notice to vacate the property or pay, Tadesse was in unlawful detainer of Van Valkenburg's property. Findings of fact 2 and 6 and conclusion of law 4 support conclusion of law 5.

Tadesse challenges conclusion of law 6, which states,

> At Mr. Tadesse's request, the Court allowed Mr. Tadesse to pursue his counter-claim that the lease was a forgery, which the Court accepted as a fraud cause of action. The Court heard testimony from forensic document examiner, Mr. Green. The Court did not find that any forgery occurred.

Tadesse argues Van Valkenburg impermissibly altered the lease agreement after he signed it and failed to provide a copy of the revised lease agreement to him. If findings of fact are mischaracterized as conclusion of law, we analyze them as findings of fact. Real Carriage Door Co., Inc. ex rel. Rees v. Rees, 17 Wn. App. 2d 449, 457, 486 P.3d 955 (2021).

There are several handwritten notations on the lease agreement. Van Valkenburg testified he added notes for himself and since his children have started getting involved in his business, they can refer to the notes for help. Van Valkenburg testified he mistakenly wrote "2003" as the end date for the lease, crossed out "2003" and corrected it to "2022." This also led him to write "please sign and send original back to me" at the bottom of that page. Next to the lease's option to renew clause, Van Valkenburg had written "3,500.00 per month amount," but could not remember if he wrote that in 2020. The remainder of the handwritten notes are located at the bottom of the lease. At the time of the lease renewal in

December 2022 and after having spoken on the phone with Tadesse, Van Valkenburg testified that he wrote, "This is a NNN lease 3000.00 3 year" and "3,500.00 for Mesh starting Dec 2022." Van Valkenburg included his initials and signatures after these notes at the end of the lease.

Green is a forensic document examiner. Green testified he was asked to compare the three page lease Tadesse reportedly received from Van Valkenburg with the six page lease Van Valkenburg subsequently provided to Tadesse. Green discussed several observations: the difference in page length between the two documents, the difference between notation marks and the top of the first page between the two documents, the lack of any handwritten notes in the three page lease, and the lack of a notary block on the three page version. Those differences led Green to conclude that further exploration should be considered. Green created a report containing his observations and conclusions, which the trial court denied admission into evidence. On cross-examination, Green agreed that it is possible that Tadesse "may have omitted a page or two" from the documents he was given, and at least the signatures of the parties appear consistent.

Substantial evidence exists to support the trial court's finding that no forgery occurred. Although Green noted some discrepancies between the two agreements Tadesse provided him, several of the differences could be explained by omitting pages from one of the agreements. Van Valkenburg described a logical explanation for his handwritten notations on the lease. Tadesse's actions after December 2022 in paying $3,500.00 at the end of the month corroborate the

renewal agreement's terms as described by Van Valkenburg's testimony and handwritten notes on the original lease. The trial court did not erroneously enter conclusion of law 6.

The trial court's challenged findings of fact and conclusions of law are supported.

C

Tadesse makes several additional arguments.

Tadesse cites case law discussing the standards for the admissibility of evidence, including expert opinion, and accuses Van Valkenburg of intentionally providing fabricated documents to mislead the court. We read Tadesse's arguments not as challenging the admissibility of the evidence presented, but rather the weight and persuasiveness given to what was admitted by the trial court. We do not reweigh the evidence or the credibility of the witnesses on appeal.

Tadesse contends the trial court failed to ask questions of Van Valkenburg and his expert witness. ER 614(b) permits the court to question witnesses called by a party during a bench trial. But the rule does not require trial judges to question witnesses, and Tadesse cites no authority to support this argument.

Tadesse cites RCW 9A.60.010 and .020, the definitions section for the criminal chapter on fraud and the criminal forgery statute, claiming Van Valkenburg violated these statutes by refusing the fix damage to the property. However, the trial court found, based on substantial evidence, that no forgery occurred. Further,

these statutes fall outside scope of an unlawful detainer action and therefore our review.

Tadesse argues the trial court lacked impartiality, perhaps on account of Tadesse being a minority, and the trial court was "harsh and inconsiderate" to him and "acted contrary to the Judicial Canon." While Tadesse does not point us to specific statements by the trial court to support his argument, our review of the record reveals that the trial judge exhibited patience and understanding when explaining trial proceedings, the appropriate form of questions during cross-examination, and objections to the admissibility of exhibits. Nothing in the record demonstrates that the trial court exhibited bias against Tadesse's theory of his case or Tadesse individually.

Tadesse contends Van Valkenburg avoided repairing the damaged building's roof and electrical panel as required under RCW 62A.2A-301. That statute states, "Except as otherwise provided in this Article, a lease contract is effective and enforceable according to its terms between the parties, against purchasers of the goods and against creditors of the parties." Id. This statute is not applicable and Van Valkenburg's testimony makes clear that these issues were not brought to his attention or sufficiently supported by documentation for him to take action. The trial court was entitled to credit this testimony over Tadesse's.

For the first time on appeal, Tadesse argues Van Valkenburg violated the Consumer Protection Act, chapter 19.86 RCW. Because Tadesse did not make

this argument before the superior court, we decline to address this claim. RAP 2.4(a). .

For the first time on reply, Tadesse advances new bases for relief: the trial court's alleged violation of RCW 4.44.070 and .080 and that Van Valkenburg allegedly committed perjury and fraud. We decline to reach those arguments. RAP 10.3(c); Ainsworth v. Progressive Cas. Ins. Co., 180 Wn. App. 52, 78 n.20, 322 P.3d 6 (2014) ("We will not consider issues argued for the first time in the reply brief. The reply brief is limited to a response to the issues in the responding brief. To address issues argued for the first time in a reply brief is unfair to the respondent and inconsistent with the rules on appeal." (citation omitted)).

On April 5, 2024, after having filed his reply brief as authorized by RAP 10.1(b), Tadesse filed a "petition for extraordinary urgent action for injunction & sanction," an affidavit he signed and had notarized on April 4, 2024, and two exhibits. In this filing, Tadesse discusses several issues he raised in his briefs, such as the credibility of Van Valkenburg's testimony and the trial court's alleged partiality. Tadesse also raises new issues, such as whether the trial court received materials he submitted before trial. Tadesse's affidavit and one of the attached exhibits appear to be additional evidence outside our record. Under RAP 10.1(b), the parties "may" files the briefs listed there, and under RAP 10.1(h), the court on motion may direct the filing of other briefs. The rules contemplate that briefs other than those listed in RAP 10.1(b) may be filed only with leave of court. Tadesse did not obtain leave of court to file an additional brief as required by RAP 10.1(h).

Further, RAP 9.11(a) allows this court to take additional evidence only if six criteria are met. Tadesse does not address these six requirements. City of Seattle v. Seattle Police Officers' Guild, 17 Wn. App. 2d 21, 60, 484 P.3d 485 (2021). We have reviewed Tadesse's new filing and conclude it is both impermissible under the Rules of Appellate Procedure and, in addition, does not raise any issue that would affect the analysis of the arguments properly before the court.

III

Van Valkenburg requests attorney fees on appeal pursuant to RAP 18.1.

"We will award attorney fees to the prevailing party 'only on the basis of a private agreement, a statute, or a recognized ground of equity.' " Buck Mountain Owner's Ass'n v. Prestwich, 174 Wn. App. 702, 731, 308 P.3d 644 (2013) (quoting Equitable Life Leasing Corp. v. Cedarbrook, Inc., 52 Wn. App. 497, 506, 761 P.2d 77 (1988)). " 'A contractual provision for an award of attorney's fees at trial supports an award of attorney's fees on appeal under RAP 18.1.' " Thompson v. Lennox, 151 Wn. App. 479, 491, 212 P.3d 597 (2009) (quoting W. Coast Stationary Eng'rs Welfare Fund v. City of Kennewick, 39 Wn. App. at 477, 694 P.2d 1101 (1985)). Pursuant to RCW 4.84.330, the prevailing party in an action to enforce or defend a contract is entitled to attorney fees and costs where the contract so provides. Reeves v. McClain, 56 Wn. App. 301, 311, 783 P.2d 606 (1989). A prevailing party is one in whose favor final judgment is rendered. RCW 4.84.330.

Van Valkenburg is the prevailing party in this appeal. The trial court awarded Van Valkenburg "reasonable contractual attorneys' fees and costs"

based on the terms of the lease. Tadesse does not challenge that award and the same provision entitles Van Valkenburg to reasonable attorney fees and costs on appeal. These shall be determined by a commissioner of this court, subject to Van Valkenburg's compliance with RAP 18.1(d). Because Tadesse is not the prevailing party, he is not entitled to the affirmative relief he requests.

Affirmed.

Birk, J.

WE CONCUR:

Díaz, J.

Smith, C.J.