



## Interpreter Commission

Friday, February 22, 2013 (9:00 a.m. – 12:00 p.m.)

AOC SeaTac Facility

18000 International Blvd., Suite 1106, SeaTac, WA 98188

### AGENDA

<b>1. Call to Order</b>	Justice Steven C. González	9:00 a.m. to 9:05 a.m.
<b>2. Welcome and Introductions</b>	Justice Steven C. González	9:05 a.m. to 9:10 a.m.
<b>3. August 24, 2012 Meeting Minutes</b>	Justice Steven C. González	<i>Page 1</i>
<b>4. Chair's Report</b>	Justice Steven C. González	9:10 a.m. to 9:25 a.m.
<ul style="list-style-type: none"> <li>• Issues Committee (Appointments)</li> <li>• Disciplinary Committee Member (Appointment)</li> <li>• SB 5398 (Comments re: Testimony)</li> </ul>		<i>Page 5</i>  <i>Page 6</i>
<b>5. Issues Committee Report</b>	Kristi Cruz	9:25 a.m. to 10:15 a.m.
<ul style="list-style-type: none"> <li>• Request to Combine Scores from Two Oral Exams</li> <li>• Requests to Rescore Oral Exam</li> <li>• King County Case</li> </ul>		<i>Page 11</i>  <i>Page 16</i>
<b>6. Court Interpreter Program Updates</b>	Justice Steven C. González Judge Riehl Staff	10:15 a.m. to 10:30 a.m.
<ul style="list-style-type: none"> <li>• Judicial College Presentation</li> <li>• SJI Grant Update</li> <li>• Oral Exam Test Results</li> <li>• Language Access Coordinator Recruitment</li> </ul>		<i>Page 90</i>
<b>7. Commission Discussion</b>	Justice Steven C. González	10:30 a.m. to Noon
<ul style="list-style-type: none"> <li>• BJA Resolution Next Steps</li> <li>• Interpreter Commission Mission</li> </ul> Potential Commission Projects <ul style="list-style-type: none"> <li>• Video Remote Interpreting</li> <li>• Bellevue College Collaboration</li> <li>• Revise Process for Noncompliance with Biannual Requirements</li> </ul>		<i>Page 93</i> <i>Page 95</i>  <i>Page 96</i>  <i>Page 110</i>
<b>8. Adjourn</b>	Justice Steven C. González	Noon

Persons with a disability, who require accommodation, should notify Shirley Bondon at 360-705-5302 or [shirley.bondon@courts.wa.gov](mailto:shirley.bondon@courts.wa.gov) to request accommodations.

**Next Meeting: Friday, May 31, 2013, 9:00 a.m. – 12:00 noon. AOC SeaTac Office, small conference room.**



**Interpreter Commission**  
**Friday, August 24, 2012 (9:00 a.m. – 12:00 p.m.)**  
**AOC SeaTac Facility, 18000 International Blvd., Suite 1106, SeaTac, WA 98188**

## MEETING MINUTES

### **Members Present:**

Justice Steve González  
Dirk Marler  
Sam Mattix  
Mike McElroy  
Kristi Cruz  
Theresa Smith  
Frank Maiocco

### **Members Absent:**

Judge James Riehl  
Judge Gregory Sypolt  
Judge Judith Hightower  
Steve Muzik  
Leticia Camacho

### **AOC Staff:**

Katrin Johnson

### **Guest Participant:**

Callie Dietz

### **Observers:**

Jenny Tupper  
David Behar

The meeting was called to order by Justice González at 9:05 a.m.

## **I. May Meeting Minutes**

Unanimously approved. They will be posted on the AOC Court Interpreter Program website.

## **II. National Summit on Language Access in the Courts**

The National Center for State Courts obtained a grant to sponsor state teams of five individuals at a national conference on language access in the courts in Houston, TX. After considering the recommended representatives, Chief Justice Madsen selected the following individuals to represent Washington:

- Judge Charles Snyder of Whatcom County Superior Court
- Judge Janis Whitener-Moberg of Grant County District Court
- LaTricia Kinlow, Administrator of Tukwila Municipal Court
- Sam Mattix, Certified Lao and Registered Thai Court Interpreter
- Shirley Bondon, Manger of Court Access Programs at AOC
- Katrin Johnson, Court Interpreter Program Coordinator

The structure of the conference will be a combination of educational sessions and state team working sessions. Each state team will develop an action plan with the priorities for improving language access in their states.

### **III. Court Interpreter Program Update**

**Testing and Training Update:** The mandatory orientation class was held in Bellevue and Moses Lake. There were approximately 25 participants in Moses Lake, which is one of the largest turn-outs for the Eastern side of the state. Judge Whitener-Moberg volunteered to teach the students on legal terminology at Moses Lake, and Judge Alicea-Galvan presented on legal terminology at Bellevue.

**1<sup>st</sup> Pacific Northwest Court Interpreter Conference:** This was an event jointly coordinated by the AOC Court Interpreter Program and the Oregon Judicial Department's Court Interpreter Services. The organizations combined funds and staff time. The three-day conference delivered content specific to interpreters aspiring to become certified, continuing education for interpreters who are already credentialed, and Spanish language-specific training. The event was held in northern Portland and was well attended by court interpreters from both states.

**Targeted Court Interpreter Training Initiative:** The TCITI is an SJI grant-funded initiative to help certify more interpreters. Participants were selected based on previous exam results – they were close to passing, and thus have a demonstrable aptitude for court interpreting. The training includes three weekend workshops and nine webinars. To date the first weekend workshop and two webinars have been completed. The trainer is Ine Marie van Dam, former faculty of the Monterrey Institute. Her practical and instructional experience is primarily from conference interpreting, and therefore the training techniques from that field will be applied to court interpreting. Participants represent seven different languages, and come from different areas of the state. Travel costs for weekend workshop participant are reimbursed for those living a long distance from the training location. Upon completion of the training program, the participants will take the oral certification exam in January. Their test results will be compared against previous test results to measure the degree of improvement. The budget for the entire project is approximately \$30,000.

#### **Upcoming Events:**

- In September the AOC will host the Ethics/Protocol class for interpreters completing the process to become Court Registered.
- AOC staff will co-present with Russian Certified Interpreter Emma Garkavi on working with interpreters at a WSBA attorney training event.
- Also in September will be the oral certification exam held at Bellevue College.

**Interpreter Reimbursement Program:** The AOC will contract again with a select number of courts for 50% reimbursement of qualifying interpreter expenses, and the AOC has allocated the same level of funding as last year. The AOC is considering adding a new provision to the upcoming contracts, requiring participant courts to submit

a written report describing their language access services. The reimbursement program has been in effect since January, 2008, but thus far the AOC has not coordinated the collection of qualitative data to identify improvements and/or changes in language access services. The Court Management Council has reviewed the proposed report template, and overwhelmingly supported the reporting requirement. Should the Judicial Branch chose to seek additional funding from the Legislature for interpreter reimbursement, this data will help make a stronger case on the impact the state funding has. The Commission members were supportive of including the report as a contractual requirement, and encouraged the AOC to seek responses from courts and clerk offices that don't receive reimbursement.

The Commission also discussed whether to support modifying the program funding conditions regarding the use of registered interpreters. The funding conditions were written in 2007, when the registered category was new. Courts are encouraged to use registered interpreters whenever available, and are required to pay them \$50/hr. Staff proposed modifying the conditions to now require the use of registered interpreters for reimbursement eligibility, similar to the requirements for the use of certified interpreters. The Commission discussed advantages and disadvantages to changing the standards, and supported requiring the use of registered interpreters in languages for which there are registered interpreters for reimbursement qualification.

#### **IV. Adding New Languages for Certification**

Washington's oral certification exams are made available through a national organization, and recently new languages have been added to the bank of exams, and previously existing exams have been updated and are now available for use. Exams that are available again are Levantine (Arabic), Bosnian, and Khmer, and those will be incorporated into the 2013 testing cycle. New exams which are available are Tagalog and Punjabi. The Commission discussed whether to transition Tagalog and Punjabi to the Certification languages. In the past when Registered languages have transitioned to Certification, the existing Registered Interpreters were given a period of three years to pass the certification exam. If they fail to do so, they fall off the AOC interpreter list. The Commission supported transitioning these languages to certification, but recommended revisiting the issue in one year to determine the effects of the transition.

#### **V. BJA Resolution on Language Access**

On July 20<sup>th</sup> the BJA passed the resolution on language access in the courts, indicating its support for courts to provide and pay for interpreters in non-indigent civil matters. The Commission discussed what steps it could take for implementation and support. Feedback from courts has been inquiring as to whether BJA will seek additional funding from the state to offset the additional expenses. The AOC has worked with the BJA on drafting possible decision packages to expand state funding of interpreter expenses. In previous surveys of the courts, results showed that the majority of courts are already paying for expenses in all civil cases. Justice González suggested that he and Katrin meet prior to the next meeting to identify some implementation options to discuss at the next meeting.

## **VI. Commission Membership**

September 30 marks the close of several terms on the Commission. The terms of Frank Maiocco, Steve Muzik, and Leticia Camacho will end. They were thanked for their leadership and contributions to the Interpreter Commission, and the impact of their work in helping improve access to justice for limited English speaking persons.

The Commission received a nomination of Marti Maxwell, Administrator of Thurston County Superior Court, to serve as the next court manager representative on the Interpreter Commission. The members voted unanimously to approve Ms. Maxwell's application.

The Commission received multiple nominations for the court interpreter representative to the Interpreter Commission. After extensive discussion in executive session, a majority of the members voted to approve Ms. Linda Noble's application.

At the next meeting, the Commission will discuss committee assignments and committee projects.

## **VII. Judicial Education Session Proposals**

The Commission discussed possibilities for educational proposals for judicial conferences in 2013. After discussion, members agreed that the proposal should include a session which addresses the following topics:

- Interpreting from the perspective of the litigant. Recent effective presentations have been made at WSBA training events, headed by Judge Alicea-Galvan, with a Spanish court hearing. This places the audience in the perspective of the LEP court participant.
- Comparison of the state legal requirements versus the federal legal requirements in the provision of interpreters and other language access services.
- Video Remote Interpreting

## **VIII. Demonstration of the WASCLA Interpreter Directory**

Kristi Cruz gave a demonstration of the mock-up of the upcoming WASCLA (WA State Coalition for Language Access) online interpreter directory. This directory is intended to give service providers a one-stop-shopping approach to finding interpreters, and matching their experiences/skills to the types of assignments.

Next Meeting: Friday, Nov. 30, 2012, 9:00 – 12:00 noon, AOC SeaTac Office, small meeting room

**Minutes approved via e-mail December 2012**

# COURT INTERPRETER COMMISSION, 2011 COMMITTEE MEMBERS *and* FUNCTIONS

---

## **Issues Committee**

Judge Sypolt, Chair

- ✓ Marti Maxwell
- ✓ Linda Noble
- ✓ Alma Zuniga
- ✓ Kristi Cruz

### ***DESCRIPTION***

*The Issues Committee will act as the first line appellate/review body for programmatic decisions that are appealed by interpreters (for example continuing education applications or non-compliance issues). If a referral is made by AOC to the Issues Committee, the committee will make reasonable attempts to rectify the situation or refer the matter to a more appropriate committee for resolution.*

## **Disciplinary Committee**

- ✓ Judge Riehl, Chair

Dirk Marler

Mike McElroy

### ***DESCRIPTION***

*The Disciplinary Committee receives referrals on interpreters who (1) are not in compliance with continuing education and court hour requirements or (2) have had a written complaint filed with the AOC. The Disciplinary Committee follows the discipline policy and has the authority to decertify interpreters.*

## **Judicial/Court Manager Education Committee**

Judge Riehl

Kristi Cruz

Theresa Smith

Sam Mattix

### ***DESCRIPTION***

*The Judicial/Court Manager Education Committee is tasked with scheduling and developing educational sessions for judicial officers and court managers on the proper way to work with language interpreters. The Judicial/Court Manager Education Committee is not limited to presentations, but provides guidance via publications and other modes of communication.*

---

SENATE BILL 5398

---

State of Washington

63rd Legislature

2013 Regular Session

By Senators Darneille, Kline, Shin, and McAuliffe; by request of Board For Judicial Administration

Read first time 01/29/13. Referred to Committee on Law & Justice.

1 AN ACT Relating to the provision of and reimbursement for certain  
2 court interpreter services; and amending RCW 2.43.030, 2.43.040, and  
3 2.42.120.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 **Sec. 1.** RCW 2.43.030 and 2005 c 282 s 3 are each amended to read  
6 as follows:

7 (1) Whenever ~~((an interpreter is appointed to assist a non-English-~~  
8 ~~speaking person in))~~ a non-English-speaking person is a party, is  
9 subpoenaed or summoned, or is otherwise compelled to appear at any  
10 stage of a legal proceeding, the appointing authority shall~~((, in the~~  
11 ~~absence of a written waiver by the person,))~~ appoint a certified,  
12 registered, or ~~((a))~~ qualified interpreter to assist the non-English-  
13 speaking person ~~((throughout))~~ in the proceeding~~((s)).~~

14 (a) Except as otherwise provided for in (b) of this subsection, the  
15 interpreter appointed shall be a qualified interpreter.

16 (b) Beginning on July 1, 1990, when a non-English-speaking person  
17 is a party to a legal proceeding, ~~((or))~~ is subpoenaed or summoned by  
18 an appointing authority, or is otherwise compelled by an appointing  
19 authority to appear at a legal proceeding, the appointing authority

1 shall use the services of only those language interpreters who have  
2 been certified or registered by the administrative office of the  
3 courts, unless good cause is found and noted on the record by the  
4 appointing authority. For purposes of chapter 358, Laws of 1989, "good  
5 cause" includes, but is not limited to, a determination that:

6 (i) Given the totality of the circumstances, including the nature  
7 of the proceeding and the potential penalty or consequences involved,  
8 the services of a certified interpreter are not reasonably available to  
9 the appointing authority; (~~or~~)

10 (ii) The current list of certified interpreters maintained by the  
11 administrative office of the courts does not include an interpreter  
12 certified in the language spoken by the non-English-speaking person; or

13 (iii) The current list of registered interpreters maintained by the  
14 administrative office of the courts does not include an interpreter  
15 registered in the language spoken by the non-English-speaking person.

16 (c) Except as otherwise provided in this section, when a non-  
17 English-speaking person is involved in a legal proceeding, the  
18 appointing authority shall appoint a qualified interpreter.

19 (2) If good cause is found for using an interpreter who is not  
20 certified or registered, or if a qualified interpreter is appointed,  
21 the appointing authority shall make a preliminary determination, on the  
22 basis of testimony or stated needs of the non-English-speaking person,  
23 that the proposed interpreter is able to interpret accurately all  
24 communications to and from such person in that particular proceeding.  
25 The appointing authority shall satisfy itself on the record that the  
26 proposed interpreter:

27 (a) Is capable of communicating effectively with the court or  
28 agency and the person for whom the interpreter would interpret; and

29 (b) Has read, understands, and will abide by the code of ethics for  
30 language interpreters established by court rules.

31 **Sec. 2.** RCW 2.43.040 and 2008 c 291 s 3 are each amended to read  
32 as follows:

33 (1) Interpreters appointed according to this chapter are entitled  
34 to a reasonable fee for their services and shall be reimbursed for  
35 actual expenses which are reasonable as provided in this section.

36 (2) In all legal proceedings in which the non-English-speaking  
37 person is a party, (~~or~~) is subpoenaed or summoned (~~by the appointing~~

1 authority)), or is otherwise compelled (~~(by the appointing authority to~~  
2 ~~appear, including criminal proceedings, grand jury proceedings,~~  
3 ~~coroner's inquests, mental health commitment proceedings, and other~~  
4 ~~legal proceedings initiated by agencies of government)) to appear, the  
5 cost of providing the interpreter shall be borne by the governmental  
6 body initiating the legal proceedings or, in cases that are not  
7 initiated by a governmental body, the governmental body under the  
8 authority of which the legal proceeding is conducted.~~

9 (3) (~~In other legal proceedings, the cost of providing the~~  
10 ~~interpreter shall be borne by the non-English speaking person unless~~  
11 ~~such person is indigent according to adopted standards of the body. In~~  
12 ~~such a case the cost shall be an administrative cost of the~~  
13 ~~governmental body under the authority of which the legal proceeding is~~  
14 ~~conducted.~~

15 (+4)) The cost of providing the interpreter is a taxable cost of  
16 any proceeding in which costs ordinarily are taxed.

17 ((+5)) (4)(a) Subject to the availability of funds specifically  
18 appropriated therefor, the administrative office of the courts shall  
19 reimburse the appointing authority for up to one-half of the payment to  
20 the interpreter where an interpreter is appointed by a judicial officer  
21 in a proceeding before a court at public expense and:

22 ((+a)) (i) The interpreter appointed is an interpreter certified  
23 by the administrative office of the courts or is a qualified  
24 interpreter registered by the administrative office of the courts in a  
25 noncertified language, or where the necessary language is not certified  
26 or registered, the interpreter has been qualified by the judicial  
27 officer pursuant to this chapter;

28 ((+b)) (ii) The court conducting the legal proceeding has an  
29 approved language assistance plan that complies with RCW 2.43.090; and

30 ((+e)) (iii) The fee paid to the interpreter for services is in  
31 accordance with standards established by the administrative office of  
32 the courts.

33 (b) By January 1, 2017, the state must reimburse the appointing  
34 authority for one-half of the payment to the interpreter when an  
35 interpreter is appointed by a judicial officer in a proceeding before  
36 a court at public expense.

37 (5) The appointing authority shall track and provide interpreter

1 cost and usage data, including best practices and innovations, to the  
2 administrative office of the courts at least annually in a manner that  
3 is determined by the administrative office of the courts.

4 **Sec. 3.** RCW 2.42.120 and 2008 c 291 s 2 are each amended to read  
5 as follows:

6 (1) If a hearing impaired person is a party or witness at any stage  
7 of a judicial or quasi-judicial proceeding in the state or in a  
8 political subdivision, including but not limited to civil and criminal  
9 court proceedings, grand jury proceedings, proceedings before a  
10 magistrate, juvenile proceedings, adoption proceedings, mental health  
11 commitment proceedings, and any proceeding in which a hearing impaired  
12 person may be subject to confinement or criminal sanction, the  
13 appointing authority shall appoint and pay for a qualified interpreter  
14 to interpret the proceedings.

15 (2) If the parent, guardian, or custodian of a juvenile brought  
16 before a court is hearing impaired, the appointing authority shall  
17 appoint and pay for a qualified interpreter to interpret the  
18 proceedings.

19 (3) If a hearing impaired person participates in a program or  
20 activity ordered by a court as part of the sentence or order of  
21 disposition, required as part of a diversion agreement or deferred  
22 prosecution program, or required as a condition of probation or parole,  
23 the appointing authority shall appoint and pay for a qualified  
24 interpreter to interpret exchange of information during the program or  
25 activity.

26 (4) If a law enforcement agency conducts a criminal investigation  
27 involving the interviewing of a hearing impaired person, whether as a  
28 victim, witness, or suspect, the appointing authority shall appoint  
29 and pay for a qualified interpreter throughout the investigation.  
30 Whenever a law enforcement agency conducts a criminal investigation  
31 involving the interviewing of a minor child whose parent, guardian, or  
32 custodian is hearing impaired, whether as a victim, witness, or  
33 suspect, the appointing authority shall appoint and pay for a qualified  
34 interpreter throughout the investigation. No employee of the law  
35 enforcement agency who has responsibilities other than interpreting may  
36 be appointed as the qualified interpreter.

1 (5) If a hearing impaired person is arrested for an alleged  
2 violation of a criminal law the arresting officer or the officer's  
3 supervisor shall, at the earliest possible time, procure and arrange  
4 payment for a qualified interpreter for any notification of rights,  
5 warning, interrogation, or taking of a statement. No employee of the  
6 law enforcement agency who has responsibilities other than interpreting  
7 may be appointed as the qualified interpreter.

8 (6) Where it is the policy and practice of a court of this state or  
9 of a political subdivision to appoint and pay counsel for persons who  
10 are indigent, the appointing authority shall appoint and pay for a  
11 qualified interpreter for hearing impaired persons to facilitate  
12 communication with counsel in all phases of the preparation and  
13 presentation of the case.

14 (7)(a) Subject to the availability of funds specifically  
15 appropriated therefor, the administrative office of the courts shall  
16 reimburse the appointing authority for up to one-half of the payment to  
17 the interpreter where a qualified interpreter is appointed for a  
18 hearing impaired person by a judicial officer in a proceeding before a  
19 court under subsection (1), (2), or (3) of this section in compliance  
20 with the provisions of RCW 2.42.130 and 2.42.170.

21 (b) By January 1, 2017, the state shall reimburse the appointing  
22 authority for one-half of the payment to the interpreter when a  
23 qualified interpreter is appointed as described under (a) of this  
24 subsection.

--- END ---



**Interpreter Commission- Issues Committee**  
**Tuesday, January 29, 2013 (4:30 p.m.)**  
Teleconference

## MEETING MINUTES

**Members Present:**

Judge Gregory Sypolt  
Ms. Kristi Cruz  
Ms. Linda Noble  
Ms. Alma Zuniga

**AOC Staff:**

Ms. Shirley Bondon

**Member Absent:**

Ms. Marti Maxwell

The meeting was called to order by Judge Sypolt at 4:40 p.m.

### **I. Introductions**

Judge Sypolt welcomed new members and allowed them to introduce themselves.

### **II. Issues**

The following issues were reviewed and discussed by the committee:

#### **Issue I:**

Interpreter candidate requested a rescore of the oral exam. Candidate's test results were: Consecutive 69%; Simultaneous 68%; and 72% Sight.

#### **Relevant Interpreter Commission Policy:**

##### **Appeal Process for Rescoring of Oral Exam**

Any candidate that takes the oral certification exam and passes two sections, and scores at least 65% on the non-passing section, may submit a request for rescore. A candidate must submit a request for rescoring to the AOC in writing within forty (40) days after AOC sends the results of the exam via US mail. Any requests received after forty (40) days will be denied. In the event that a candidate's request for rescore is approved, he/she will be responsible for paying the cost associated with the rescore (to be determined at that time).

The written appeal will be (1) forwarded to the Issues Committee for review and a decision on whether or not to allow rescoring (2) forwarded to the Consortium for their

consideration in developing future examinations, and (3) shared with the Commission at the next quarterly meeting.

Any decision to rescore the exam is at the sole discretion of the Issues Committee based on specific allegations of fundamental errors in the methodology used in evaluating or scoring the exam by the requesting party (test candidate). Candidates are not entitled to rescoring if the only trained raters qualified to rate the oral exam constitutes the team that rated the candidate's initial performance.

***Motion: A motion was made and properly seconded to deny request. The motion passed.***

### **Issue II:**

An interpreter candidate has taken the oral exam three times. Each time she failed to earn a score of 70% on all sections, but she has achieved a passing score on all three sections if you combine her scores from two exams. She is asking AOC to combine a passing score of 72% on the simultaneous section from an exam taken in 2009 with passing scores of 72% and 74% on the sight and consecutive sections on an exam taken in 2012, to allow her to be certified.

### **Relevant Interpreter Commission Policy:**

#### **Testing Oral Examination**

The oral exam consists of simultaneous, consecutive, and sight translation interpretation exercises. The entire oral exam is audio taped and sent to the Consortium to coordinate rating. Linguistic professionals, hired by the Consortium, conduct rating. The test candidate must pass each section with a score of at least 70% or better. In no case shall a person be allowed to take the same oral test version more than once within a 12-month period.

***Motion: A motion was made and properly seconded to deny request. The motion passed.***

### **Issue III:**

An Issues Committee member asked the Committee to review a transcript of a hearing held in King County Superior Court where an interpreter was believed to be needed, but wasn't provided. A copy of the full transcript will be provided.

### **Relevant Interpreter Commission Policy:**

None.

***Motion: A motion was made and properly seconded to recommend the Interpreter Commission send a letter to the specific judicial officer and the Presiding Judge for King County Superior Court stressing the importance of providing interpreters in all legal proceedings. The motion passed.***

#### **Issue IV:**

Interpreter candidate passed the written and oral exam and is in the final stage of the certification process. He was fingerprinted and his background check revealed a misdemeanor conviction in 1995 for possession of marijuana. He was 18 at the time and is now 35.

#### **Relevant Interpreter Commission Policy:**

A criminal background check will be conducted for each person who complies with the foregoing final requirements. A misdemeanor, gross misdemeanor or felony conviction may be grounds for denial of certification of a candidate. A candidate's history of criminal convictions will be reviewed by the Issues Committee of the Commission, which will consider the relevance of the criminal history to the profession of court interpreting, the period of time since the conviction date(s) and any evidence of rehabilitation submitted by the candidate.

Based upon review, the Committee will decide whether to grant or deny the certification status. If the Committee denies certification based on a candidate's criminal history, the candidate may appeal the Committee's decision to the entire Commission by filing a written appeal with the AOC within forty (40) calendar days of the date of the Committee's decision. The Commission shall hear the appeal solely on the written information in the candidate's application file, including information submitted by the candidate, unless, in the Commission's sole discretion, it permits the candidate to file additional written information. The Commission shall issue a written decision on the candidate's appeal

***Motion: A motion was made and properly seconded to approve certification. The motion passed.***

#### **Adjourn**

Judge Sypolt adjourned the meeting.

After the meeting, an additional issue (Issue V below) which is very similar to Issue I was received. Materials were e-mailed to committee members and a vote taken by e-mail.

#### **Issue V**

Interpreter candidate requested a waiver of the minimum 65% score on the non-passing section of the oral exam, to obtain an exam rescore or the interpreter candidate

requested an opportunity to retake the simultaneous portion of the oral exam before September 2013 when the exam is routinely held. The oral exam will not be administered again until September 2013 and when administered, candidates are required to complete all portions of the exam (see policy below).

## **Relevant Interpreter Commission Policies:**

### **Appeal Process for Rescoring of Oral Exam**

Any candidate that takes the oral certification exam and passes two sections, and scores at least 65% on the non-passing section, may submit a request for rescore.

A candidate must submit a request for rescoring to the AOC in writing within forty (40) days after AOC sends the results of the exam via US mail. Any requests received after forty (40) days will be denied. In the event that a candidate's request for rescore is approved, he/she will be responsible for paying the cost associated with the rescore (to be determined at that time).

The written appeal will be (1) forwarded to the Issues Committee for review and a decision on whether or not to allow rescoring (2) forwarded to the Consortium for their consideration in developing future examinations, and (3) shared with the Commission at the next quarterly meeting.

Any decision to rescore the exam is at the sole discretion of the Issues Committee based on specific allegations of fundamental errors in the methodology used in evaluating or scoring the exam by the requesting party (test candidate). Candidates are not entitled to rescoring if the only trained raters qualified to rate the oral exam constitutes the team that rated the candidate's initial performance.

### **Retaking of Oral Exam within the same Calendar Year**

Because testing is a primary goal stated via statute for the AOC, the complete cycle of exams will be offered at least one time per calendar year. The annual schedule includes the written exam and the oral exam. Based on the results of the oral exam in September, the AOC may sponsor another oral exam in the spring. The additional oral exam offering is by invitation only. Invitations to retake the exam will be extended to test candidates who passed two of the three sections and failed the remaining section with a score of at least 65%. The AOC's ability to offer the spring exam may be impacted by the availability of test versions and the number of eligible candidates. The testing schedule may be limited by the interpreter budget and may be altered at the sole discretion of the AOC program manager.

Testing fees vary annually and are based on various factors. Testing fees are determined by the AOC (influenced by fees charged by the agency hosting the test).

Those who do not pass the oral exam, who are not invited to retake the exam pursuant to this section may still be eligible to retake the exam in future years, subject to AOC standards on frequency of testing and exam versions available.

***Committee members voted to deny the request.***

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

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR KING COUNTY

---

ROBERT W. DAHLGREN, )  
 )  
 )  
 Plaintiff, ) KING COUNTY CAUSE  
 ) No. 12-2-27768-1 SEA  
 vs. )  
 )  
 ALFONSO LORETTO, BENFA MAGLUYAN, )  
 FRITZ MAGLUYAN, JOSE MUNEZ, )  
 OMEGA P. PAULITE, NICHOLAS )  
 GONZALEZ, FLORO SORIANOSOS, )  
 FELIX YU, MARIA PE MAGLUYAN YU, )  
 and TENANT DOES 1-10, )  
 )  
 Defendants. )

---

TRANSCRIPTION OF AUDIO CD OF PROCEEDINGS

--oOo--

SEPTEMBER 20, 2012

--oOo--

Heard before the Honorable Kimberley Prochnau, at King  
County Courthouse, 516 Third Avenue, Seattle,  
Washington.

--oOo--

CYNTHIA A. KENNEDY  
Court Certified Transcriber  
P.O. Box 3288  
Belfair, WA 98528  
(206) 496-2680

A P P E A R A N C E S:

--oOo--

MORGAN BLACKBURN, Attorney at Law, appeared on behalf of the Plaintiff, Robert Dahlgren;

JACOB WICKS, Attorney at Law, appeared on behalf of Defendants: Nicholas Gonzales, Benfa Magluyan, Maria Pe Magluyan Yu, Felix Yu, and Alfonso Loretto;

OMEGA PAULITE, Pro Se Defendant.

SUSANA STETTRI-SAWREY, Spanish certified court interpreter, interpreting for Mr. Loretto.

--oOo--

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

1 CHRONOLOGICAL INDEX

2 --oOo--

3  
4 SEPTEMBER 20, 2012 - MORNING SESSION

5	Writ of Restitution hearing	6
6	Argument by Ms. Blackburn	9
7	Argument by Mr. Wicks	10
8	Discussions	
9	Court's analysis	37
10	Argument re Summons by Mr. Wicks	39
11	Discussions	
12	Recess	44
13	<u>AFTERNOON SESSION</u>	
14	Discussions	45
15	Discussion re Defendant's Motion to Dismiss	48
16	Argument by Ms. Blackburn	49
17	Scheduling	51
18	Motion re Ms. Paulite	52
19	Argument by Ms. Blackburn	52
20	Argument by Ms. Paulite	53
21	Discussion re interpreter remaining	54
22	Argument by Ms. Paulite (Resumed)	55
23	Argument by Ms. Blackburn	57
24		
25		

CHRONOLOGICAL INDEX

(CONTINUED)

--oOo--

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

Court's ruling re Writ of Restitution as to certain named defendants - Granted	58
Court's ruling re Writ of Restitution as to Ms. Paulite - Granted	59
Discussion re orders and scheduling	60
Court denies Ms. Paultie's motion to vacate judgment	64
Concluded	73

--oOo--

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

EXHIBIT INDEX

--oOo--

PETITIONER'S

MARKED

ADMITTED

None

RESPONDENT'S

MARKED

ADMITTED

1

17

-

2

20

-

3

25

-

4

25

-

--oOo--

1 SEATTLE, WASHINGTON

2 SEPTEMBER 20, 2012

3 MORNING SESSION - 8:44 A.M.

4 --oOo--

5 THE COURT: You may be seated.

6 This is 12-2-27768-1, Dahlgren versus a number of  
7 defendants, Nicholas Rodriguez, Jose Munez, Alfonso Loretto,  
8 Benfa -- apologize in advance for mispronouncing people's  
9 name -- Magluyan -- Fritz Magluyan, Maria Pe Magluyan Yu,  
10 Felix Yu, Flora Sorianosos, Tenants Doe 1-10, and any other  
11 tenant located at 15959 NE 1st Street, Bellevue, Washington  
12 98008, and Omega Paulite, a single woman.

13 This is coming on on the Plaintiff's motion for a  
14 Writ of Restitution.

15 I'll have attorneys and parties identify themselves  
16 for the record.

17 Go ahead.

18 MS. BLACKBURN: Morgan Blackburn for Plaintiff  
19 Robert Dahlgren.

20 MR. WICKS: Jacob Wicks for Defendants Nicholas  
21 Gonzalez, Benfa Magluyan, married couple Maria Pe Magluyan Yu  
22 and Felix Yu, and Alfonso Loretto.

23 THE COURT: Okay. And, Ms. Paulite?

24 MS. PAULITE: Your Honor, my name is Omega  
25 Paulite, and I am pro se.

1 THE COURT: All right. Oh, I see we  
2 have an interpreter here today. I apologize.

3 THE INTERPRETER: Susana Stettri-Sawrey,  
4 Spanish certified court interpreter, oath filed  
5 permanently with the court with the AOC, interpreting  
6 for Mr. Loretto.

7 THE COURT: And who's the woman sitting  
8 at counsel table?

9 MS. [SILVA]: I am Michelle Silva  
10 (phonetic), legal assistant.

11 THE COURT: I need you to stand up and  
12 speak loudly so we hear you.

13 MS. [SILVA]: My name is Michelle Silva  
14 (phonetic). I'm a legal assistant from Housing Justice  
15 Project. I am here with Jacob.

16 THE COURT: All right. So are there any  
17 -- and I do have a document for Jose Munez. It's not  
18 signed. It doesn't appear to be written by him, but it  
19 says that he is asking not to be defaulted and that he  
20 can move out September 30th.

21 Is that being presented by anyone here today?

22 MS. PAULITE: I did, Your Honor. He  
23 informed me that --

24 THE COURT: Okay. Since Ms. Paulite is  
25 not a lawyer, she can't represent him, but I will note

1 that I have received that and we will file that.

2 Okay. So, Mr. -- counsel, again, which of  
3 the named tenants do you represent? I need to --

4 MR. WICKS: I represent Nicholas  
5 Gonzalez, who I believe Nicholas Rodriguez is the name  
6 in the caption, but that is incorrect. It's Gonzalez.

7 THE COURT: All right.

8 MR. WICKS: I represent Ms. Benfa  
9 Magluyan. I represent the married couple Maria Pe  
10 Magluyan Yu and Felix Yu. Maria is here; Felix is not.  
11 And I represent Alfonso Loretto.

12 THE COURT: So do you represent Fritz  
13 Magluyan?

14 MR. WICKS: No, I do not, Your honor;  
15 however, I have been given a letter from him that he --  
16 he appears to have written himself.

17 THE COURT: And do you represent Jose  
18 Munez?

19 MR. WICKS: No, Your Honor.

20 THE COURT: Do you represent Floro  
21 Sorianosos?

22 MR. WICKS: No.

23 THE COURT: Okay. All right. And you  
24 don't represent Omega Paulite?

25 MR. WICKS: That is correct, Your Honor,

1 I do not.

2 THE COURT: Okay. All right. So, and  
3 again, to make sure I understand -- I want to put this  
4 on the record -- is Jose Munez, Fritz Magluyan, or  
5 Floro Sorianosos here today or any other tenants that  
6 are not represented by counsel? No? Okay.

7 All right. Go ahead, Ms. Blackburn. This is  
8 your motion seeking a Writ of Restitution.

9 MS. BLACKBURN: Your Honor, we have  
10 provided ample notice to vacate. We have provided you  
11 with an affidavit to vacate. We are entitled to the  
12 house under your order of October 7, 2012, under the --  
13 a different caption.

14 We are entitled to it again when you found  
15 that there was no just reason for delay to make the  
16 order final in May of this year. A Writ of Restitution  
17 was drafted and exec -- or -- and executed by  
18 yourself. Sorry, you did not draft it, I did. You --  
19 and it has been granted by this court.

20 This -- we have served -- there is good  
21 service on the order to show cause for this hearing  
22 today. There's been more than 20-days' notice to  
23 vacate, and there is no just reason to continue or to  
24 delay granting Mr. Dahlgren the Writ of Restitution to  
25 be able to reclaim this house, which through

1 documentation that I know you have seen and has been  
2 presented to this court, Mr. Dahlgren is at the mercy  
3 of Ms. Paulite and the tenants because his name is  
4 still on the mortgage. His bank is waiting to let  
5 Mr. Dahlgren dispose of the property.

6 As you know, Ms. Paulite and Mr. Dahlgren had  
7 been married at one point. They then divorced. It was  
8 in the marriage decree that he quit claim the house to  
9 her and she would make the mortgage payments. She  
10 failed to make the mortgage payments. It affected  
11 Mr. Dahlgren's credit. Because of that and -- and  
12 subsequently has -- Ms. Paulite has refused to sign  
13 anything or do anything to take Mr. Dahlgren off of  
14 the -- off the mortgage, and subsequently his credit  
15 was very badly injured and prevented many business  
16 opportunities for him.

17 The order was very properly granted, and  
18 there's no other reason why this house should not be  
19 vacated and should not be given over to Dahlgren as  
20 constructive trustee which was granted almost a year  
21 ago.

22 THE COURT: All right. Sir, why don't  
23 you come up to the bench to make your argument. I want  
24 to make sure I hear you clearly.

25 MR. WICKS: Yes, Your Honor.

1 First of all, I have -- I've already filed in  
2 this case a motion on behalf --

3 THE COURT: Why don't you come up,  
4 Ms. Blackburn, as well. It would probably be simpler  
5 if you were up at the bench as well.

6 MR. WICKS: The motion on behalf of  
7 Defendant Benfa Magluyan requesting a continuance  
8 because she needs an interpreter, she speaks a dialect  
9 of Tagalog called Kinaray-a, and the Kinaray-a  
10 interpreter cannot be available today. He is not  
11 currently here, so she is here without the benefit of  
12 an interpreter.

13 Defendant Maria Pe Magluyan Yu also needs an  
14 interpreter for the same dialect. I have here a motion  
15 to continue on her behalf.

16 Pardon me, I grabbed the wrong stack of  
17 papers here. May I?

18 THE COURT: Sure.

19 MR. WICKS: I also have a motion to  
20 dismiss.

21 Plaintiff has shown what I perceive to be a  
22 blatant disregard for the procedural requirements of  
23 the Unlawful Detainer Act.

24 They have failed to avail themselves of the  
25 jurisdiction of this court.

1                   If you -- are you going to continue the  
2 hearing, or should we hear the motion to dismiss right  
3 now, Your Honor?

4                   THE COURT: I am hearing the motion to  
5 dismiss right now.

6                   MR. WICKS: Yes, Your Honor.

7                   THE COURT: We -- it -- it seems  
8 unlikely that the tenants that are not here today or  
9 not -- do not have interpreters would have different  
10 defenses than the other tenants.

11                   MR. WICKS: That is correct, Your Honor.

12                   THE COURT: Do you believe that they  
13 have different defenses?

14                   MR. WICKS: No, I do not, Your Honor.

15                   THE COURT: Okay.

16                   MR. WICKS: They -- they have  
17 substantially --

18                   THE COURT: So I think to --

19                   MR. WICKS: -- the same fact pattern.

20                   THE COURT: Please don't speak over me.

21 So since the --

22                   And are we recording, Eileen?

23                   THE CLERK: Yes.

24                   THE COURT: Okay. We are recording so  
25 it's important only one person speak at a time and also

1 that the judge slow down for the interpreter and the  
2 attorneys as well slow down.

3 All right. So we established that all the  
4 tenants have -- appear to have the same interpreters,  
5 and you're representing all of the interpreters -- the  
6 tenants that -- except for Fritz Flor -- Fritz  
7 Magluyan, Floro -- and Jose Munez. And Fritz Magluyan  
8 and Floro Sorianosos.

9 And which of the -- which of the tenants  
10 again, sir, need interpreters in a dialect other than  
11 Spanish?

12 MR. WICKS: That -- that is Benfa  
13 Magluyan and Maria Pe Magluyan Yu.

14 THE COURT: Okay. Well, so the -- I --  
15 if I need to take testimony of them, we will certainly  
16 continue them, but it sounds like we have some legal  
17 issues -- legal issues that can be dealt with.

18 Okay, so what is your motion to dismiss?

19 MR. WICKS: First of all, Your Honor, I  
20 would like to apologize for speaking over you earlier.  
21 Second, may I hand this copy of the motion to dismiss  
22 up to you?

23 THE COURT: Yes. I don't know what I'll  
24 do with it, but, yes, please go ahead and do it. And

25 --

1 MS. BLACKBURN: And have I ever seen  
2 that motion?

3 THE COURT: -- are you just now --

4 MR. WICKS: You have not.

5 THE COURT: -- providing it to counsel?

6 MR. WICKS: That is correct, Your Honor.  
7 This is an unlawful detainer hearing. It's a summary  
8 proceeding, and defendants are allowed to make their  
9 defense at the day of the hearing.

10 THE COURT: All right. And when did you  
11 get here this morning?

12 MR. WICKS: I got here at 8 o'clock this  
13 morning, Your Honor; however, I had not formed the  
14 attorney/client relationship with -- with the tenants  
15 as I am working for the Housing Justice Project. We  
16 are an eviction defense clinic. We provide limited  
17 legal representation. I've done extensive work to  
18 prepare for this case; however, I did not at that time  
19 represent the clients until they showed up this morning  
20 and we signed the retainer and we figured out who was  
21 here and who was not, Your Honor.

22 THE COURT: All right. So the reason I  
23 ask this question is because I don't know what time you  
24 got to my courtroom.

25 What time did you get in my courtroom?

1 MR. WICKS: Approximately 8:40 I  
2 believe.

3 THE COURT: 8:40. Okay. So it's not  
4 been very long, but I just want to point out that --  
5 you know, that attorneys have an obligation when  
6 they're -- you know, to give people as -- opposing  
7 counsel as much notice as possible of something like  
8 this, and so you should have handed this to her when  
9 you got here, not hand it up to -- you know, and then  
10 she would have had at least a few minutes to look at  
11 this.

12 I have a criminal case that's coming in in  
13 just a few minutes. The parties are going to be making  
14 closing arguments, and so I'm not going to -- so I may  
15 have to have you come back this afternoon if we can't  
16 do that this morning. But we'll see what we're going  
17 to do.

18 So, I'm not going to read this. I am going  
19 to have you summarize because I don't have time to read  
20 it. I'm going to have you summarize to me what are  
21 your legal arguments as to why this eviction action  
22 should not go forward.

23 MR. WICKS: Yes, Your Honor. And  
24 opposing counsel was made substantially aware of all  
25 these legal arguments which were raised in the answers

1 to the summons that were drafted for the tenants back  
2 in August.

3 Defendants move to dismiss on several  
4 grounds, essentially that the plaintiff has failed to  
5 avail himself of the jurisdiction of this court by  
6 failing to serve a proper unlawful detainer notice.

7 THE COURT: Are you talking about the  
8 pre-filing notice or the -- or post-filing?

9 MR. WICKS: I -- I'm talking about the  
10 notice required by 59.12.030.

11 RWC 59.12.030 requires service of a valid  
12 notice as a jurisdictional prerequisite to bringing the  
13 unlawful detainer action.

14 What plaintiff filed they are calling a  
15 20-Day Notice to Terminate; however, it was not a valid  
16 notice. It was a piece of paper that was dressed up, I  
17 believe, to look like the piece of paper the sheriff  
18 posts after a writ has been posted.

19 It -- it purported to terminate the tenancy  
20 effective August 13th. Each defendant has an unexpired  
21 lease with the owner of the property. They are not  
22 subject to a 20-day notice even if that 20-day notice  
23 was valid, and to be valid a 20-day notice must be  
24 served effectively terminating the tenancy at the end  
25 of -- of a month or rental period if it's a month-to-

1 month or indefinite tenancy --

2 THE COURT: Do you have a --

3 MR. WICKS: -- which August 13th was  
4 not.

5 THE COURT: Does somebody have a copy of  
6 the 20-day notice to hand up so we can have it marked  
7 as an exhibit?

8 MS. BLACKBURN: I have a copy, Your  
9 Honor. It's a bad copy.

10 MR. WICKS: I have a copy as well, Your  
11 Honor.

12 THE COURT: All right.

13 MR. WICKS: Opposing counsel, is that --

14 MS. BLACKBURN: Yeah.

15 MR. WICKS: -- correct? Okay.

16 THE CLERK: Defendants' Exhibit 1 is  
17 marked for identification.

18 THE COURT: Okay. What's your next  
19 argument?

20 MR. WICKS: The next argument is that  
21 plaintiff did not properly serve the unlawful detainer  
22 notice, which, again, is another jurisdictional  
23 prerequisite to an unlawful detainer action.

24 Tenants are entitled to service of notice  
25 exactly as required by RCW 59.12.040, which essentially

1 requires a hierarchy of service attempts. The  
2 plaintiff must first attempt to personally serve the  
3 defendant with the notice. If that fails, they must  
4 then attempt to serve the notice on someone at the  
5 household of suitable age and discretion. Only if  
6 those efforts fail may they then post it on the door  
7 and mail a copy.

8 Plaintiff did not attempt to personally serve  
9 defendants. They didn't attempt to leave a copy with a  
10 person of suitable age. Instead they just went right  
11 to posting it on the --

12 THE INTERPRETER: Counsel --

13 MR. WICKS: -- on the prop --

14 THE INTERPRETER: -- the interpreter  
15 would request that you read a little bit slower.

16 MR. WICKS: Okay. They did not attempt  
17 the hierarchy as required by 59.12.040. They did not  
18 first attempt personal service. They did not attempt  
19 to leave the notice with someone of suitable age and  
20 discretion. Plaintiff went right to posting the notice  
21 on the door -- or on the premises. And because they  
22 did not follow the service requirements exactly,  
23 dismissal of the action is the appropriate remedy.

24 My next argument is that plaintiff did not  
25 serve the defendants with the correct statutory form of

1 summons. The Washington Residential Landlord Tenant  
2 Act requires that the plaintiff use a special statutory  
3 form of summons. This is found in RCW 59.18.365.  
4 Strict compliance with RCW 59.18.365 is jurisdictional.  
5 That's Truly v. Heuft, Your Honor, 138 Washington  
6 Appellate 913, 2007.

7 The plaintiff altered the statutory form so  
8 that it appeared to be a summons coming from the State  
9 of Washington to the tenants. They also added  
10 additional text to the statutory form that essential  
11 lease told the plaintiffs that -- that they did not  
12 have an ability to go to a hearing. It was an attempt  
13 to intimidate them into abandoning their housing  
14 without asserting their rights at hearing.

15 THE COURT: So does somebody have a copy  
16 of that so we can make an exhibit for hearing purposes?  
17 Obviously I could take judicial notice of the summons  
18 in the court file, but it would be simpler if I could  
19 look at it.

20 MS. BLACKBURN: The summons was included  
21 in the motion for order to show cause. That came with  
22 it.

23 THE COURT: Okay. So in these  
24 documents, where would I find it?

25 And, also, sir, do you have a copy of the

1 lease that you -- your clients claimed to have?

2 MR. WICKS: Yes. I have a copy of each  
3 -- each defendant's individual lease --

4 THE COURT: All right. Well, let's --

5 MR. WICKS: -- which I can bring --

6 THE COURT: -- go ahead and --

7 MR. WICKS: -- in a moment.

8 THE COURT: -- have those marked as  
9 well.

10 MR. WICKS: If opposing counsel  
11 approves, is this the summons that you sent?

12 MS. BLACKBURN: Yeah.

13 MR. WICKS: Just one moment, Your Honor.  
14 I will get those pieces for you.

15 THE CLERK: Defendants' Exhibit 2 is  
16 marked for identification.

17 (Pause in proceedings.)

18 THE COURT: Okay. So, counsel, you need  
19 to keep talking. I don't have time to look for -- for  
20 you to look for the lease. We'll come back to that.

21 MR. WICKS: Okay.

22 THE COURT: What is it on this summons  
23 that is inconsistent with the statute that makes it  
24 defective?

25 MR. WICKS: There -- there are some

1 changes to the body of the summons, but everything  
2 including and after the bold word "Notice" and then  
3 "This unlawful detainer action is based on the order of  
4 King County Superior Court," all of that is in addition  
5 to, not included in the statutory summons form, and  
6 inclusion of that is impermissible to -- it's fatal to  
7 unlawful detainer jurisdiction, Your Honor, to fail to  
8 use the statutory summons form. I --

9 THE COURT: Okay. Do you have any other  
10 arguments with respect to your motion to dismiss?

11 MR. WICKS: Yes, Your Honor, I have four  
12 more I believe.

13 My fourth argument is that the plaintiff did  
14 not properly serve the defendants with the summons and  
15 complaint. Proper service of the summons and complaint  
16 is, again, a jurisdictional prerequisite to the  
17 unlawful detainer action.

18 Defendant Miss Maria Magluyan Yu found copies  
19 of the summons and complaint in a box left on the porch  
20 of the house on August 20th. The defendants were not  
21 personally served. Service of the summons is governed  
22 by Court Rule 4 and RCW 4.28.080(15) which --

23 THE COURT: Isn't service of a summons  
24 and complaint in an unlawful detainer action a special  
25 form of service that's governed by the unlawful

1     detainer statute?

2                     MR. WICKS: Yes, Your Honor, but it's --  
3     it's personal service required or substitute service  
4     allowed, which is service on someone of suitable age  
5     and discretion.

6                     There is an alternative service procedure  
7     allowed in RCW 59.59.18 which allows for service of the  
8     summons by posting and mailing, but the plaintiff must  
9     first file an affidavit with the court that personal  
10    service or substitute service could not be completed,  
11    and they must receive court authorization to then bring  
12    the -- to then utilize the alternative service process,  
13    and they must then not only post it but also mail the  
14    summons and complaint both regular and certified mail.

15                    And that is my fifth argument, Your Honor,  
16    that they did not mail the summons and complaint by --  
17    by regular mail or certified mail, both of which are  
18    required. And, further, that they did not post it in a  
19    conspicuous place. They left them in a box on the  
20    porch, which is not conspicuous. And that plaintiff  
21    also utilized the alternative procedure apparently  
22    without the authorization of the court, and so they did  
23    not properly serve them as required by RCW 59.18.055.

24                    My sixth argument is that the return date on  
25    the summons did not allow the nine days for response

1 required by RCW 59.18.055(2)(b). "When alternative  
2 service is utilized, the return date must not be less  
3 than nine days from the date of service of the summons  
4 and complaint."

5 Defendant Ms. Yu found copies of the summons  
6 and complaint in a box that was left on the porch on  
7 August 20th, and the return date on the summons was  
8 August 28th. That is less than the nine days required  
9 by 5 -- 59.18.055(2)(B), and that also means they  
10 failed to get jurisdiction.

11 My seventh argument is that plaintiff's  
12 complaint fails to set forth facts on which release can  
13 be sought because each tenant -- each defendant  
14 residing at the premises has an unexpired lease  
15 agreement with the owner of the property. There's no  
16 allegation that any defendant had -- that any of my  
17 defendants have in any way violated the lease  
18 agreement. No valid notice of violation has been  
19 issued. No valid termination of tenancy has been  
20 issued, and so no unlawful detainer action may be  
21 heard.

22 THE COURT: Okay. Have you found your  
23 lease now?

24 MR. WICKS: Your Honor, I had -- I have  
25 two of them --

1 THE COURT: Okay.

2 MR. WICKS: -- and I can find the  
3 others.

4 THE COURT: Let's get at least one of  
5 them marked for identification purposes.

6 Okay, ma'am, you don't need to respond to the  
7 box on the porch argument. That's -- that's  
8 conspicuous enough, but there is an argument that, with  
9 regards to failure to obtain court permission for  
10 alternate service which you need to respond to, the  
11 return date being the wrong return date. You don't  
12 need to respond to the defective summons argument. I  
13 don't think additional text added to the summons,  
14 unless there is something that was left out of the  
15 summons, that -- out of the statutory form in your  
16 summons. The fact that the tenants were provided more  
17 information about this case rather than less I don't  
18 believe is a basis to find the summons defective.

19 But we do have the following arguments to  
20 address: That a 20-Day Notice to Terminate is not  
21 valid because the tenants have an unexpired lease, and  
22 there's been no showing that they've violated their  
23 lease. And, frankly, if that argument prevails, then  
24 none of these other arguments matter because we're not  
25 going to have jurisdiction to proceed on this case.

1           So why don't you go ahead and respond to that  
2 argument.

3           Have you seen the leases?

4           MS. BLACKBURN: No.

5           THE COURT: They haven't provided any  
6 leases?

7           MS. BLACKBURN: No.

8           THE CLERK: Defendants' Exhibits 3 and 4  
9 are marked for identification.

10          THE COURT: Okay.

11          MR. WICKS: Your Honor, I did not  
12 represent my clients until this morning except for the  
13 limited representation back in August when I wrote  
14 their answers for them. They were unrepresented from  
15 that time period until --

16          THE COURT: Okay. So --

17          MR. WICKS: -- they came back to Housing  
18 --

19          THE COURT: -- is Nicholas Gonzalez  
20 here?

21          MR. WICKS: Yes.

22          THE COURT: Please come forward.

23          And you're representing Mr. Gonzalez.

24          MR. WICKS: That is correct, Your Honor.

25          THE COURT: All right. You speak

1 through an interpreter, or are you speaking --

2 DEFENDANT GONZALEZ: No, I speak  
3 English.

4 THE COURT: Okay. Raise your right  
5 hand.

6 Do you swear or affirm to tell the truth, the  
7 whole truth, and nothing but the truth if.

8 DEFENDANT GONZALEZ: Yes, I do.

9 THE COURT: All right. So I've got this  
10 -- I've been provided with a copy have what's titled  
11 Residential Lease Agreement, and it appears to have --  
12 it has the names Omega Paulite and Nicholas Gonzalez,  
13 and it has two signatures on it.

14 DEFENDANT GONZALEZ: Uh-huh.

15 THE COURT: Did you sign that lease?

16 DEFENDANT GONZALEZ: Yes. Yes, I did.

17 THE COURT: When did you sign that?

18 DEFENDANT GONZALEZ: I signed -- is that  
19 the original one? I signed the first lease --

20 THE COURT: I'll hand it back to you so  
21 you can take a look at it.

22 DEFENDANT GONZALEZ: Also, I don't have  
23 my glasses on.

24 THE COURT: Here. So take a look at it  
25 and tell me when --

1 DEFENDANT GONZALEZ: I signed --

2 THE COURT: -- you signed it.

3 DEFENDANT GONZALEZ: I signed one  
4 originally when I moved in, and then -- that's right,  
5 end of May. May 1st.

6 THE COURT: Are you sure?

7 DEFENDANT GONZALEZ: Yes.

8 THE COURT: Okay. And where did you  
9 sign it?

10 DEFENDANT GONZALEZ: I signed it, let's  
11 see, right here. Right here.

12 THE COURT: No. No, I don't mean where  
13 --

14 DEFENDANT GONZALEZ: Oh.

15 THE COURT: -- on the page.

16 DEFENDANT GONZALEZ: Oh.

17 THE COURT: Where were you when you  
18 signed it?

19 DEFENDANT GONZALEZ: Oh. I signed it at  
20 the house that I -- that I live in, the house that  
21 she's renting a room out.

22 THE COURT: Okay. All right. And who  
23 are you paying your rent to?

24 DEFENDANT GONZALEZ: Omega Paulite.

25 THE COURT: All right. And does Omega

1 Paulite live at the house as well?

2 DEFENDANT GONZALEZ: Yes. Yes, she  
3 does.

4 THE COURT: How long has she lived  
5 there?

6 DEFENDANT GONZALEZ: Since I -- since I  
7 moved in, as far as I know.

8 THE COURT: Which was when?

9 DEFENDANT GONZALEZ: Which was in --  
10 since -- since May.

11 THE COURT: You moved in in May?

12 DEFENDANT GONZALEZ: May, yes.

13 THE COURT: You mentioned there was  
14 another lease.

15 DEFENDANT GONZALEZ: There was -- yeah,  
16 there was ones to extend, like, the stay there I guess,  
17 or -- I'm not sure what you call -- what you would call  
18 it. It was an extended lease I think -- I think it  
19 was.

20 THE COURT: When did you sign that?

21 DEFENDANT GONZALEZ: Let's see. Can I  
22 ask -- can I ask him? I -- I don't have it.

23 THE COURT: No.

24 DEFENDANT GONZALEZ: Okay.

25 THE COURT: If you don't know --

1 DEFENDANT GONZALEZ: It must --

2 THE COURT: -- you can tell me that, but  
3 I'm just -- I'm trying to get a sense of when you  
4 signed that.

5 DEFENDANT GONZALEZ: July, August I  
6 believe.

7 THE COURT: August of this year or --

8 DEFENDANT GONZALEZ: Yes, August --

9 THE COURT: -- August last year?

10 DEFENDANT GONZALEZ: No, August of this  
11 year.

12 THE COURT: Okay. Where is that lease?  
13 Have you provided that to your attorney?

14 DEFENDANT GONZALEZ: I -- I don't think  
15 so. I bought -- I brought -- I brought a copy of the  
16 lease agreement that I signed that I'm in. That's the  
17 only thing that I have.

18 THE COURT: So you have this.

19 DEFENDANT GONZALEZ: Uh-huh.

20 THE COURT: But that's the only lease  
21 you have in effect or you're saying there's another  
22 lease but you don't have a copy?

23 DEFENDANT GONZALEZ: Well, I have the  
24 copy of the last thing that I signed. I think it was  
25 -- I think it's -- it's that.

1 THE COURT: I'm sorry?

2 DEFENDANT GONZALEZ: I can -- I can  
3 bring it if you'd like.

4 THE COURT: I'm just asking you, have  
5 you signed another lease in addition to this? In  
6 addition to this lease, which is dated May 1st, have  
7 you signed another lease?

8 DEFENDANT GONZALEZ: I -- yeah -- I  
9 mean, I -- I thought I did or I -- it's like looking  
10 over -- yeah.

11 THE COURT: You're not sure?

12 DEFENDANT GONZALEZ: Yeah. I mean,  
13 there's just like the -- the least agreement, and there  
14 was --

15 THE COURT: My question is, are you sure  
16 you signed another lease agreement? Are you not sure?

17 DEFENDANT GONZALEZ: I mean, yes. Yes.  
18 Yes, I'm sure I did. I signed, like, an -- I believe  
19 it was an extend to the lease.

20 THE COURT: But you're not sure what it  
21 is?

22 DEFENDANT GONZALEZ: I'm -- I'm pretty  
23 sure that's -- that's what it was.

24 THE COURT: To extend the lease to when?

25 DEFENDANT GONZALEZ: It was a six month

1 extension I believe.

2 THE COURT: So extend it to when?

3 DEFENDANT GONZALEZ: From August to six  
4 months after -- afterwards. I'm not sure.

5 THE COURT: Okay. And when did you sign  
6 that lease agreement?

7 DEFENDANT GONZALEZ: Like I said, in  
8 August I believe.

9 THE COURT: The first of August, end of  
10 August do you recall?

11 DEFENDANT GONZALEZ: It -- I'm not sure.  
12 Sometime in August.

13 THE COURT: And was that after you got  
14 notice of this -- at some point you got notice of this  
15 unlawful detainer action, right?

16 DEFENDANT GONZALEZ: Yeah. I only,  
17 like, knew about it the first time they asked me to  
18 come down here to the courthouse and --

19 THE COURT: So when did you find out  
20 about this unlawful detainer action?

21 DEFENDANT GONZALEZ: Pretty much the  
22 night before I came down with -- with the other tenants  
23 here to the courthouse.

24 THE COURT: Okay. I don't know what  
25 date you're talking about.

1                   Are you talking about this month or a couple  
2 months ago or what are you talking about?

3                   DEFENDANT GONZALEZ: Yeah, it -- it had  
4 to have been, like, last month. I -- I don't recall  
5 the date exactly.

6                   THE COURT: Okay.

7                   DEFENDANT GONZALEZ: But --

8                   THE COURT: So in August though.

9                   DEFENDANT GONZALEZ: Yes.

10                  THE COURT: This is September.

11                  DEFENDANT GONZALEZ: Uh-huh.

12                  THE COURT: So you're saying last month,  
13 so you're saying August?

14                  DEFENDANT GONZALEZ: Yes.

15                  THE COURT: Okay. All right. And,  
16 counsel, when -- when did you send out the 20-day  
17 notice?

18                  MS. BLACKBURN: 20-Day Notice to Vacate  
19 was sent -- I'm sorry, I have to find which one I'm  
20 looking at.

21                  There was a notice of -- Notice to Vacate on  
22 July --

23                  THE COURT: You can be seated. Thank  
24 you.

25                  MS. BLACKBURN: -- 23rd --

1 DEFENDANT GONZALEZ: Okay.

2 MS. BLACKBURN: -- 2012.

3 THE COURT: Say again?

4 MS. BLACKBURN: Notice to Vacate, the  
5 one that was sent forward was sent on July 23rd, 2012.

6 THE COURT: Okay.

7 MR. WICKS: Your Honor --

8 THE COURT: All right. So now we have  
9 what is -- we have at least one tenant testifying under  
10 oath that he signed a residential lease agreement May  
11 1st, which expires on October 1st. There seemed to be  
12 some question -- October 31st. There seemed to be some  
13 question about whether the second lease agreement was  
14 signed knowing that this unlawful detainer action was  
15 pending.

16 But, in any event, we have a lease that's --  
17 we have some testimony that there is a residential  
18 lease agreement in effect.

19 Okay. So what do you want to say about that,  
20 ma'am, in terms of the -- and do you want -- I guess  
21 what I'm asking, do you want to be heard on this matter  
22 at this time? Do you want to continue this over since  
23 you're getting these papers for the first time now?  
24 What would you like to do? And I'm sorry, but I only  
25 have about ten more minutes.

1 MS. BLACKBURN: I understand. Actually,  
2 at this point, because I'd like to be able to look at  
3 things for I moment --

4 THE COURT: Uh-huh.

5 MS. BLACKBURN: -- I'd love it if we  
6 could -- if -- if he wants to hand forward everything  
7 he's going to -- sorry, if -- if Mr. Wicks wants to  
8 hand forward everything he's going to so we don't have  
9 to come back here and do this again, I'd love to look  
10 at everything, be able to fully understand what I'm  
11 expected to answer, and then I'll come back and do  
12 that. I --

13 THE COURT: Okay. Let's find a date to  
14 continue this over to. I'm going to have -- rather  
15 than -- I can't take up more time, so rather than --  
16 I'm going to have you folks adjourn --

17 MS. BLACKBURN: Well --

18 THE COURT: -- someplace else.

19 MS. BLACKBURN: I --

20 THE COURT: Yes?

21 MS. BLACKBURN: I misunderstood. I  
22 thought you meant we would come back this afternoon. I  
23 think we need to get this resolved. The problem --

24 MR. WICKS: Your Honor, I -- I agree  
25 that this needs to be resolved quickly. The unlawful

1       detainer process, it's a summary proceeding.  It's  
2       supposed to be resolved quickly.  My clients have done  
3       nothing wrong.  They signed a lease in good faith.  
4       None of them have violated it.  They have had this case  
5       --

6                       THE COURT:  Okay, sir --

7                       MR. WICKS:  -- filed --

8                       THE COURT:  -- I'm not hearing argument  
9       on it.  She hasn't even had a chance -- it's not --  
10      it's not really fair for you to do closing argument  
11      when she hadn't even had a chance to respond.

12                      Let's -- let's find a date to deal with this  
13      as the first thing to do.

14                      Are there any other documents that you're  
15      going to be relying upon that you're aware of now, sir,  
16      that you have not provided to her?  Let's just put it  
17      on the record so we don't have issues.

18                      MR. WICKS:  Well, I will be relying on  
19      each lease agreement.  I will be relying on the alleged  
20      Notice to Vacate that the -- is in the filings the  
21      plaintiff has filed.  I will be relying on the  
22      plaintiff's Summons.  I will be relying on the  
23      plaintiff's Complaint.  Other than that, it would  
24      either be declaration of the defendants that I have not  
25      gotten yet or testimony elicited at hearing.

1 THE COURT: Okay. But it sounds like  
2 these are all legal issues --

3 MS. BLACKBURN: So --

4 THE COURT: -- other than the factual  
5 issue of whether they have unexpired leases. Okay.

6 MS. BLACKBURN: In regards to the legal  
7 issues, I can hand for the record affidavits of service  
8 for both the Summons and Complaint and for this -- the  
9 newest order that was served correctly.

10 THE COURT: Is it --

11 MS. BLACKBURN: If you don't want to  
12 have that until later, that's -- I understand, but --

13 THE COURT: Okay.

14 MS. BLACKBURN: -- it's right here.

15 THE COURT: Let me -- let me -- let me  
16 summarize what I believe the issues are.

17 I can see you back at 3:30 today.

18 MS. BLACKBURN: Okay.

19 THE COURT: Are you both available at  
20 3:30 today?

21 MS. BLACKBURN: Yes.

22 MR. WICKS: Yes, Your Honor.

23 THE COURT: Okay. Great. Okay. And I  
24 haven't heard from Miss Paulite obviously, and I'll  
25 have to hear from her as well.

1           But the legal issues I see are whether the  
2 20-Day Notice to Terminate was a proper notice, and  
3 that turns on whether the tenants had unexpired leases  
4 in effect. We have at least some factual evidence that  
5 from Mr. -- I'm sorry, the fellow that was just  
6 testifying.

7           Was that Mr. Rodriguez?

8           MR. WICKS: Gonzalez, Your Honor.

9           THE COURT: Mr. Gonzalez.

10           Which tenant is he? What -- does he go by --

11           MR. WICKS: He's on the --

12           THE COURT: -- a different name?

13           MR. WICKS: I believe he's on the  
14 caption as Nicholas Rodriguez.

15           THE COURT: Okay.

16           MR. WICKS: I don't think he goes --

17           THE COURT: All right.

18           MR. WICKS: -- by an alias.

19           THE COURT: So -- so, again, we have  
20 some factual evidence support for the argument that the  
21 tenants have unexpired leases. Given the exhibit  
22 provided to the court showing a lease signed by  
23 Mr. Gonzalez and Ms. Paulite in May, which he has  
24 testified that he signed in May, which expires October  
25 31st.

1 I will say, just looking at this, I have some  
2 concerns about the validity of a lease -- any leases to  
3 extend -- any -- any contracts purporting to extend the  
4 leases signed in August after the parties, tenants had  
5 notice of this proceeding and notice of -- that  
6 Ms. Paulite may not have a right to extend the leases.  
7 I'm just -- I am putting that issue out there so you  
8 folks can address that. So that's the issue.

9 But -- so we have some -- some factual  
10 support that they're unexpired leases. This is a  
11 summary proceeding. I'm going to really need to hear  
12 first from the plaintiff as to if that is correct,  
13 whether the 20-Day Notice to Terminate is nevertheless  
14 valid. We have an argument that the 20-day notice  
15 wasn't properly served because there was no attempt to  
16 personally serve.

17 I'm indicating summarily that I'm not  
18 concerned about documents being put on a book -- a box  
19 on the porch. I think that that is conspicuous enough  
20 under the circumstances, but there may be some other  
21 problems with the service as raised by the tenants.

22 I am summarily deciding that the Summons is  
23 not defective containing more information concerning  
24 under name -- lined nature of Mr. Dahlgren's claim to  
25 the property, given that this is -- given that the

1 tenants would but for the Summons and Complaint would  
2 probably have no reason to understand who Mr. Dahlgren  
3 is since purportedly they've been dealing with Miss  
4 Paulite, so I don't find that to be defective.

5 There is a issue, if the 20-day notice is  
6 invalid, then we don't have jurisdiction and I can do  
7 nothing but dismiss the unlawful detainer action with  
8 regards to the tenants. Ms. Paulite is a separate  
9 matter, and I'll address her issues when we come back  
10 this afternoon.

11 If the 20-day notice is valid, then I will go  
12 on to hear the issues with regards to whether the  
13 Summons was improperly served by not being personally  
14 served and by there not being a court order for  
15 alternative service as required by the statute.

16 And, finally, I'll hear argument as to  
17 whether the return date was wrong on the Summons.

18 Do you have -- are there any other legal  
19 issues that you're raising, counsel?

20 MR. WICKS: Yes, there are.

21 One, I managed to -- to say out loud  
22 plaintiff's Complaint fails to set forth facts on which  
23 relief can be sought.

24 And the final argument is that plaintiff does  
25 not have standing to bring an unlawful detainer action

1 against defendants under 59.12 or 59.18, and that his  
2 proper claim may be ejectment.

3 THE COURT: The -- the first of these  
4 last two issues you've raised turns on whether the  
5 clients -- your clients have a valid unexpired lease  
6 and the legal effect of that; is that correct?

7 MR. WICKS: It -- I mean, it turns on --  
8 on what the plaintiff did say in their -- in his  
9 Complaint. If he didn't set forth facts in the  
10 complaint sufficient alleging that the plaintiffs have  
11 -- or that the defendants, pardon me, Your Honor, are  
12 -- are subject to termination of tenancy and notice --

13 THE COURT: Okay. It's the same --

14 MR. WICKS: -- under 59 --

15 THE COURT: -- issue --

16 MR. WICKS: -- 12.

17 THE COURT: -- but a little different  
18 angle for the issue.

19 And then the final issue has to do with  
20 whether eviction rather than ejectment is a proper  
21 procedure.

22 Okay. Are there any other documents between  
23 those -- besides those leases that you don't believe  
24 the plaintiffs would have and you need to provide to --  
25 that you're going to be relying on?

1 MR. WICKS: Nothing that I'm going to be  
2 relying on, Your Honor, but as I believe I said  
3 earlier, I have a letter from -- purporting to be from  
4 Fritz Magluyan, pro se. If you want, I can hand that  
5 up.

6 THE COURT: You can put it in the  
7 record, but he's not here, so --

8 MR. WICKS: Yes, and I do not --

9 THE COURT: -- I don't know what --

10 MR. WICKS: -- represent him.

11 THE COURT: -- I'm going to do with it.

12 MR. WICKS: Okay.

13 THE COURT: Okay.

14 MS. BLACKBURN: So, to be sure that I'm  
15 understanding this. Beside -- we're talking besides  
16 whether or not the 20-day notice is -- the notice  
17 itself was proper, whether the service was proper, the  
18 service of the Summons, and then the service of the  
19 Order?

20 THE COURT: I'll go through it once  
21 again, counsel.

22 MS. BLACKBURN: I -- I appreciate that.  
23 I have that --

24 THE COURT: Okay --

25 MS. BLACKBURN: -- but I want to be

1 sure.

2 THE COURT: Yes. Is a 20-day notice  
3 proper, may a tenancy be terminated by use of a 20-Day  
4 Notice to Terminate where the tenants have purportedly  
5 a valid unexpired lease with their landlord even where  
6 the property has been transferred to -- as the court  
7 has transferred this property by reads constructive  
8 trust (phonetic) and Mr. Dahlgren. So you might want  
9 to look at the cases involving where someone sells the  
10 property to someone else or it's gifted to someone  
11 else --

12 MS. BLACKBURN: Okay.

13 THE COURT: -- or it's lost in  
14 bankruptcy to somebody else --

15 MS. BLACKBURN: Okay.

16 THE COURT: -- or for foreclosure. You  
17 know, if this has gone through a foreclosure action,  
18 would the -- do the new owners have to honor the  
19 unexpired leases or may they terminate using a 20-day  
20 notice.

21 Second of all, whether there was proper  
22 service of the 20-day notice.

23 MS. BLACKBURN: Okay.

24 THE COURT: Third, whether there was  
25 proper service of the Summons, Complaint.

1 MS. BLACKBURN: Okay.

2 THE COURT: If there was not personal  
3 service, was there an order entered for alternative  
4 service.

5 MS. BLACKBURN: Okay.

6 THE COURT: I think I know the answer to  
7 that, but -- so, and whether the return date was wrong  
8 on the Summons. And, finally, whether you -- whether  
9 the court has jurisdiction under an eviction action to  
10 -- to evict tenants, and I can't quite understand that  
11 argument by defendants since they're arguing that they  
12 have tenancies that would be covered by the Landlord  
13 Tenant Act.

14 MS. BLACKBURN: Okay.

15 THE COURT: So I'm not -- I think -- I  
16 think that's unlikely to be an argument that's going to  
17 be successful. Ejectments are saved normally for  
18 people that have been allowed to move on to property  
19 and not pay any rent and are essentially guests and  
20 there's no -- or a few other unusual circumstances.  
21 But these are people that are purporting to be bonafide  
22 tenants with Miss Paulite.

23 Okay.

24 MR. WICKS: Your Honor, that brings to  
25 mind one other document that I may be relying on.

1           It is Plaintiff's Motion For Order to Show  
2 Cause Why a Writ of Restitution Should Be Not Be  
3 Issued, dated August 20th, 2012. That's in part my --

4           THE COURT: Okay. Well --

5           MR. WICKS: -- argument that's  
6 (inaudible.)

7           THE COURT: -- tell her what that's  
8 about. I've got to get going.

9           Okay. We'll see you all at 3:30. Thank you.

10           (Whereupon a recess was taken.)

11                           --oOo--

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 SEATTLE, WASHINGTON

2 SEPTEMBER 20, 2012

3 AFTERNOON SESSION - 3:36 P.M.

4 --oOo--

5 THE BAILIFF: Court's again in session.

6 THE COURT: Thank you. Please be  
7 seated.

8 We are back on the record with Dahlgren  
9 versus the tenants I read into the record this morning  
10 as well as Omega Paulite, 12-2-27768-1 SEA.

11 The -- and I'll have -- Ms. Paulite I see is  
12 here, and would the attorneys please also speak their  
13 names into the record.

14 MS. BLACKBURN: Morgan Blackburn for  
15 plaintiff Robert Dahlgren.

16 MR. WICKS: Jacob Wicks for defendants  
17 Nicholas Gonzalez, Benfa Magluyan, Fritz Magluyan,  
18 Maria Pe Magluyan Yu, representing the marital unit of  
19 Maria and Felix Yu, and Alfonso Loretto.

20 THE COURT: All right. And we have  
21 madam interpreter is still here interpreting.

22 THE INTERPRETER: Susanna Stettri-  
23 Sawyer, Spanish certified court interpreter,  
24 (indiscernible) permanent oath with the AOC.

25 THE COURT: Thank you. I find you're

1 qualified to interpret.

2 One thing before we hear argument I wanted to  
3 call to your attention. I was handed Mr. Wicks's  
4 Notice of Limited Appearance with respect to Fritz  
5 Magluyan. I assume he used the same form for his other  
6 notices of limited appearance.

7 The form is problematic, I want to call to  
8 your attention, Mr. Wicks. I don't think it's in  
9 conformity with 70.1. It does not clearly indicate  
10 that you're -- when you're terminating your appearance.  
11 I'm familiar with the Housing Justice Project's  
12 practice of coming in just for eviction hearings and  
13 then, at the conclusion, terminating their role.

14 If that's your intention, at the end of the  
15 hearing we need to put that on the record. And at the  
16 -- I don't -- and I'm a little confused about your  
17 request that papers and pleadings be continued to be  
18 served directly upon the defendant. I believe under  
19 70.1, you're in for the proceedings for whether --  
20 whatever period of time you're going to do and whatever  
21 action you're going to do. I think you have to make it  
22 clear as to who's going to be served, and if you're  
23 only in for this hearing, then I guess it won't matter.  
24 But you need to make that clear on the record what --  
25 what you're appearing for.

1                   So you -- are you appearing just for this  
2 hearing or are you appearing for other proceedings?  
3 Did you intend for your representation to be terminated  
4 without leave of court? And, if so, you have a client  
5 information required by rule 71(c)(1).

6                   What was your intention, sir?

7                   MR. WICKS: My intention was to treat  
8 this unlawful detainer hearing just like all the other  
9 ones, that the Housing Justice Project does. We -- we  
10 have the practice of entering a notice of appearance,  
11 doing the hearing, and then entering the completion.  
12 Those -- those forms that we've turned in to you.

13                   I was unaware that they did not comport with  
14 the rules --

15                   THE COURT: I'm sorry. I can't hear  
16 you, sir.

17                   MR. WICKS: I was unaware that the forms  
18 did not comport with the rules, Your Honor.

19                   THE COURT: Yeah. Is this the one they  
20 gave you?

21                   MR. WICKS: That -- that --

22                   THE COURT: This is different than what  
23 I've seen before. You don't have to answer that. We  
24 don't have to deal -- I don't want to take up time now,  
25 but I want to call that to your attention that I don't

1 think that this meets the requirements of 7.1. I think  
2 you're going to -- you're in now -- in the case, and so  
3 you're going to have to do a formal notice of  
4 withdrawal I think is what you're going to need to do,  
5 just so you know.

6 MR. WICKS: Okay.

7 THE COURT: So that's how I'm going to  
8 treat it because your form doesn't say that you're  
9 terminating your representation upon the conclusion of  
10 this hearing, and it doesn't provide the client  
11 information required by rule 71(c)(1), so maybe you can  
12 work with counsel on that, otherwise you're going to  
13 need to do the formal notice of withdrawal with a  
14 ten-day notice.

15 MR. WICKS: Yes, Your Honor.

16 THE COURT: Okay. All right. Thank  
17 you.

18 Okay. All right. Before we -- this morning  
19 Mr. Wicks put on the record his objections to  
20 proceeding. He raised -- made a motion to dismiss  
21 indicating that he didn't believe the court had  
22 authority -- I called it jurisdiction, but what we're  
23 really calling authority under the unlawful detainer  
24 statute, which is a summary proceeding and so those  
25 require strict compliance. He didn't believe we had --

1 had authority to proceed for a variety of reasons.

2 I'll go ahead now and hear from  
3 Mr. Dahlgren's counsel in response to that motion. And  
4 after we hear response and reply to that motion, then  
5 we'll proceed and hear arguments between Mr. Dahlgren's  
6 attorney and Ms. Paulite with regards to her situation.

7 Go ahead.

8 MS. BLACKBURN: Your Honor, I believe  
9 actually the tenants, every -- well, not -- Mr. Wicks  
10 -- about people that Mr. Wicks represents at this  
11 moment and I have actually come to an agreement. We  
12 don't have a formal one that -- to be memorialize for  
13 the court today. We would ask that we maybe set over  
14 the matter with regards to tenants to Monday so that we  
15 may file something that in -- that memorializes our  
16 agreement. We're still trying to fine tune it.

17 THE COURT: Okay.

18 MS. BLACKBURN: And then we can move on  
19 to the --

20 THE COURT: All right. So --

21 MS. BLACKBURN: -- issue with  
22 Ms. Paulite.

23 THE COURT: -- are you needing to -- are  
24 you needing to set -- I would like to set a hearing  
25 just as a placeholder so that if for some reason the

1 agreement falls apart we have another date for this  
2 hearing. Monday would not work for me because I'm  
3 going to be in trial.

4 Do you have -- maybe when we're finished here  
5 you and Mr. Wicks could agree on a date.

6 MS. BLACKBURN: Well, we can work with  
7 Ms. Robinson as to --

8 THE COURT: Okay.

9 MS. BLACKBURN: -- your court calendar.

10 THE COURT: Okay. Sure.

11 MS. BLACKBURN: I think that's a --

12 THE COURT: Okay.

13 MR. WICKS: Is that --

14 THE COURT: Is there anything else --

15 MS. BLACKBURN: Let me make sure --

16 THE COURT: -- then --

17 MS. BLACKBURN: -- is that okay?

18 MR. WICKS: That's acceptable to me as  
19 well. Yes --

20 MS. BLACKBURN: Okay.

21 MR. WICKS: -- that's fine.

22 THE COURT: Okay.

23 MS. BLACKBURN: Perfect.

24 THE COURT: So you wouldn't be -- so you  
25 could present -- it sounds like what you could do then

1 is present your notice of limited appearance at the  
2 next hearing.

3 MR. WICKS: Yes, Your Honor.

4 THE COURT: That might be the way to do  
5 it.

6 MS. BLACKBURN: And so I would then just  
7 ask for counsel to confirm this for the record, that we  
8 are working on negotiating a --

9 MR. WICKS: Yes.

10 MS. BLACKBURN: -- agreement.

11 MR. WICKS: I -- I --

12 THE COURT: Okay.

13 MR. WICKS: -- confirm we have an  
14 agreement in principle that simply needs to be drafted.

15 MS. BLACKBURN: Perfect. Thank you.

16 THE COURT: Okay. I'm going to set this  
17 matter over as a placeholder, assuming that attorneys  
18 will agree on a different date if it doesn't work for  
19 -- and Kristine will give you a date, a 4 o'clock I  
20 guess with the understanding that we're not really  
21 going to have time to do an extensive hearing, but at  
22 least it will be a date that everybody comes back where  
23 we discuss setting aside the proper time to do a full  
24 hearing if necessary.

25 MS. BLACKBURN: Understood.

1 THE BAILIFF: Your Honor, do you want to  
2 have a week?

3 THE COURT: Yeah, a week.

4 THE BAILIFF: We could set it for 4  
5 o'clock next Thursday.

6 THE COURT: Okay. And obviously if you  
7 come to an agreed order, you are don't need to present  
8 it to me. You can take it down ex parte and present  
9 it.

10 Okay. So now we'll go ahead and hear the  
11 motion regarding Miss Paulite, and we'll go ahead and  
12 hear from Mr. Dahlgren's attorney and then we'll hear  
13 from Ms. Paulite.

14 Go ahead.

15 MS. BLACKBURN: Your Honor, I'm going to  
16 try to keep it brief. I've already argued part of my  
17 -- my facts and arguments this morning.

18 Ms. Paulite does not have right to the house  
19 by your order October 7, 2011. It is in that order  
20 that says we may use an unlawful detainer action  
21 against her. We have served her in all proper methods,  
22 and, to be quite honest, all the answers seem to be is  
23 it's just not fair. So I would wait to hear why it's  
24 just not fair.

25 THE COURT: Okay. Go ahead,

1 Ms. Paulite. And you can either stand or you can come  
2 up to the bench. If you're soft-spoken, then I'd like  
3 you to come up to the bench because I want to be able  
4 to hear you clearly.

5 MS. PAULITE: Yes, Your Honor.

6 Do you mind if I step forward --

7 THE COURT: Sure.

8 MS. PAULITE: -- so I can --

9 THE COURT: Go ahead.

10 MS. PAULITE: Thank you.

11 THE COURT: Go ahead, ma'am.

12 MS. PAULITE: Good afternoon, Your  
13 Honor.

14 If it please the court, my name is Omega  
15 Paulite, and I'm the owner of the home located at 15959  
16 NE 1st Street in Bellevue, Washington, which is the  
17 subject of this unlawful detainer action.

18 At a previous hearing, Your Honor, you  
19 strongly suggested that I ask Legal Aid on third floor  
20 to help in my defense as my case for unlawful detainer  
21 is complicated. When I went there, they told me they  
22 could not help me because I'm homeowner. I also tried  
23 Legal Aid --

24 THE INTERPRETER: Your Honor?

25 MS. PAULITE: -- in both Bellevue --

1 THE INTERPRETER: The interpreter needs

2 --

3 THE COURT: Oh, I'm sorry. I don't  
4 believe -- Mr. Wicks, do you want you and your clients  
5 to be -- do you want be your clients to be present at  
6 this hearing? I mean, it's up to you whether they want  
7 to listen. They may want to listen to the hearing. I  
8 don't know. But the interpreter needs to know whether  
9 she needs to continue interpreting for them.

10 MR. WICKS: I think that would be up to  
11 my clients, Your Honor. I -- I --

12 THE COURT: So I just want the -- if  
13 your clients want to stay, they're very welcome to  
14 stay.

15 MR. WICKS: I -- I will -- I will --

16 THE COURT: If they feel like they need  
17 to go, they also are free to go. I guess I --

18 MR. WICKS: I -- I will ask --

19 THE COURT: -- just want to make sure  
20 they understand that.

21 MR. WICKS: Pardon me for speaking over  
22 you again.

23 I will ask Mr. Loretto, as he is the only one  
24 that needs a Spanish interpreter.

25 (Pause in proceedings.)

1 UNIDENTIFIED SPEAKER: Do you need the  
2 interpreter to do that?

3 (Pause in proceedings.)

4 MR. WICKS: No. No, Your Honor, we  
5 don't need the interpreter anymore.

6 THE COURT: He's very well come to have  
7 an interpreter if he feels he needs one.

8 MR. WICKS: He -- he has to go, Your  
9 Honor.

10 THE COURT: Oh, okay. All right then.  
11 Thank you, madam interpreter.

12 Go ahead, Ms. Paulite.

13 MS. PAULITE: Your Honor, at a previous  
14 hearing you suggested for me to contact the Legal Aid,  
15 and I also did contact downstairs on the third floor.  
16 Unfortunately because they said I'm a homeowner, they  
17 cannot help me. Also requested Bellevue and Kirkland  
18 Legal Aid, but was unable to find legal representation.  
19 And that's the reason why I'm here pro se, as I cannot  
20 afford an attorney on my own. I'm here again pro se  
21 representing myself.

22 THE COURT: Go ahead.

23 MS. PAULITE: My home's currently  
24 occupied by the following adults, all of whom are over  
25 the age of 18: Myself, my sister, my niece and nephew,

1 and two other tenants who are unrelated to us.

2 My home is also -- I'm sorry. My home is  
3 also currently occupied by my son who is 14 month old,  
4 my daughter who is two and a half year old, and a  
5 daughter of my niece who is six years old.

6 Each of the adult tenants has a valid lease  
7 which allows them to continue to occupy the entire  
8 home. This includes the use of all common areas,  
9 including the kitchen, dining room, living room,  
10 bathrooms, and laundry room. This also includes the  
11 use of all personal property within this common areas  
12 to include the appliances, furniture, cooking utensils,  
13 electronics, and the use of the internet.

14 I am aware that all of the tenants are  
15 contesting this unlawful detainer action for various  
16 reasons, which I'm sure includes the fact that this  
17 lease is upon which they continue to occupy my home is  
18 not affected by plaintiff's other lawsuits against me  
19 to which they are not a party.

20 As concerns me, the main issue before this  
21 court is the plaintiff's right to immediate possession  
22 of my home. I would contend that this is an all-or-  
23 nothing proposition. If the plaintiff does not have  
24 the right to possession against all of us, he does not  
25 have the right to possession against any of us.

1           In deciding this case, I would like to point  
2 out to the court a practical issue of severing this  
3 case as to individual family members. All of my  
4 extended family members who occupy my home actively  
5 participate in caring for all of the minor children  
6 both before school, after school, at nights, and on  
7 weekends.

8           Until such time as each of my adult family  
9 members is found by this court then lawfully possess my  
10 home, all of us will be at my home on a constant basis.

11           I anticipate, based upon previous actions of  
12 plaintiff and his attorneys, that they will call upon  
13 this court for an order of contempt, trespass, or some  
14 other remedy which would try to limit who can be at my  
15 home and when.

16           When plaintiff does this, the matter will be  
17 vigorously defended on the basis that a tenant in  
18 lawful possession has the absolutely right to grant  
19 permission for anyone to be at my home at any time and  
20 for any reason.

21           Thank you, Your Honor.

22           THE COURT: Go ahead.

23           MS. BLACKBURN: Your Honor, Ms. Paulite  
24 -- is it Paulite or Paulite?

25           MS. PAULITE: Paulite.

1 MS. BLACKBURN: Paulite.

2 Miss Paulite makes some very impassioned  
3 arguments, most of them having to do with the tenants,  
4 which we actually -- which we are in the process of  
5 resolving. She doesn't acknowledge why she, and her  
6 alone, is entitled to possession of this house and why  
7 she should be living there. She's not a tenant. She  
8 does not hold the lease. She has, in fact, issued the  
9 legal leases, and has not addressed why she should stay  
10 there.

11 She -- I'm trying not to argue the motion to  
12 vacate because it's without oral argument. I will  
13 address the issues of prior judgments or whether or not  
14 they need to -- they should be effective, but I will  
15 leave that up to you as to whether or not you want me  
16 to.

17 Ms. Paulite has given no reason why she  
18 should not be evicted outside of it's her family living  
19 there, but it's her family who she who she's leased --  
20 or given unlawful leases to. She did not have color of  
21 title. She has not since October 7th and she's known  
22 it.

23 Again, there's no reason why she should not  
24 have a Writ of Restitution issued against her.

25 THE COURT: The court grants the Writ of

1 Restitution restoring possession of the premises to  
2 plaintiff, that is without -- that is -- that is  
3 subject -- I should say subject to any tenancy rights  
4 of Nicholas Rodriguez, Jose Munez, Alfonso Loretto,  
5 Benfa Magluyan, Fritz Magluyan, Maria Pe, Felix Yu. I  
6 should note that Floro Sorianosos submitted a answer  
7 previously indicating that this person had already  
8 vacated, so he's not claiming a tenancy interest. And  
9 also with regards to Tenants Doe 1 through 10.

10 So I want to make clear that I'm not  
11 resolving -- I understand the parties are working out  
12 an agreement as to the tenants -- tenancy of --  
13 continued tenancy as to -- of the NE 1st Street.

14 But the Writ of Restitution should be issued  
15 against Ms. Paulite. Indeed she's not offered any  
16 legal reasons why the writ should not issue. I think  
17 there's more of a implied warning, shall we say, to  
18 plaintiff that she intends to use the premises by --  
19 under color of visiting or being a guest --

20 MS. BLACKBURN: That's understood.

21 THE COURT: -- of current tenants.

22 So -- so I'll -- she has made that statement.  
23 I don't have any comments on that statement other than  
24 Mr. Dahlgren is entitled to possession of the premises  
25 except as limited by the tenancy agreements that would

1 ordinarily include receiving the rents on the premises  
2 listing the property for sale as any landlord going  
3 into inspect the property and taking all the normal  
4 actions of any landlord subject to the tenancy rights  
5 under the Landlord Tenant Act.

6 The court will enter the orders.

7 MS. BLACKBURN: I take it you will draft  
8 your own order? Because the one I submitted does not  
9 conform to that at all.

10 THE COURT: Okay.

11 MS. BLACKBURN: Or I can --

12 THE COURT: Can I see your proposed  
13 order?

14 MS. BLACKBURN: Well, the -- the writ  
15 right here, it does not comport at all. I did not have  
16 time to redraft a writ because of my --

17 THE COURT: Okay. The writ and the  
18 order are two different things. The writ is what goes  
19 to the sheriff. The sheriff doesn't want my findings  
20 and they don't want a lot of verbiage, and they want  
21 the form to be in a particular order.

22 MS. BLACKBURN: So then I -- I --

23 THE COURT: So --

24 MS. BLACKBURN: So then a new one -- a  
25 new everything needs to be drafted in other words.

1 THE COURT: The order -- the writ -- the  
2 writ that you written -- presented is appropriate other  
3 than it needs to indicate -- you're going to -- I think  
4 you're going to need work with Mr. Wicks perhaps on  
5 what this language says to make sure --

6 MS. BLACKBURN: Understood.

7 THE COURT: -- you don't injure his  
8 tenant -- his clients' rights, depending on what  
9 agreement you're working out.

10 MS. BLACKBURN: Okay.

11 THE COURT: But you can certainly  
12 present an order today directing the sheriff to evict  
13 Ms. Paulite and her children from the premises --

14 MS. BLACKBURN: Great.

15 THE COURT: -- and putting Mr. Paulite  
16 -- Mr. Dahlgren in immediate possession of the  
17 property, and that would include all the rights of a  
18 landlord.

19 This -- now, Mr. Wicks, if you have any  
20 concerns about that, I know you don't want your clients  
21 improperly affected. Maybe you can talk about what  
22 that means, you know, whether that means whether they  
23 want -- the -- you know, whether that would be -- you  
24 may want to work out some agreement as to when he's  
25 going to come and inspect the property, how he's going

1 to list the property for sale. I -- I have no idea  
2 what you folks are agreeing to, how long the tenants  
3 are going to be remaining on the property but -- so  
4 maybe you can talk about that.

5 MS. BLACKBURN: Yeah.

6 MS. PAULITE: Your Honor, I have a  
7 question.

8 THE COURT: Just a minute, ma'am. I  
9 will hear from you. But just -- any other questions,  
10 ma'am, about the order from plaintiff's counsel?

11 MS. BLACKBURN: No, outside of it's just  
12 -- I -- no.

13 THE COURT: Are you going to prepare an  
14 -- are you planning on preparing a written order today  
15 or coming back?

16 MS. BLACKBURN: I feel like by the time  
17 I get that done, it's -- you're going to be gone.

18 THE COURT: Yeah. And I think you  
19 should probably do it in connection with Mr. Wicks --

20 MS. BLACKBURN: I will.

21 THE COURT: -- to make sure because we  
22 -- he would need to sign off on the order --

23 MS. BLACKBURN: Yeah.

24 THE COURT: -- it seems to me. Okay?

25 So we need to set that.

1 MS. BLACKBURN: In conjunction?

2 THE COURT: Yeah, we could set it in  
3 conjunction with the other hearing --

4 MS. BLACKBURN: Is there -- I mean --

5 THE COURT: -- or we can set it without  
6 oral argument. I don't care which way you want to do  
7 that.

8 MS. BLACKBURN: Let's do it without oral  
9 argument. If there's something that comes up, we can  
10 always put it back --

11 THE COURT: Okay.

12 MS. BLACKBURN: -- to the other hearing.

13 THE COURT: So I'm setting this matter  
14 for without oral argument for October -- no, excuse me,  
15 September -- September 28th at 8:30 a.m.

16 MS. BLACKBURN: Okay. And to clarify,  
17 what you mean by -- well, go ahead, Mr. Wicks.

18 MR. WICKS: Your Honor, would it --

19 THE COURT: Yes, sir.

20 MR. WICKS: -- would it be at all  
21 possible to set it for the afternoon instead?

22 THE COURT: So we've got two things  
23 going on. We're talking about your agreement. I think  
24 -- I think I should set this with oral argument, and I  
25 should set both hearings at the same time because I've

1 made a ruling regarding Miss Paulite's rights to the  
2 property. I made a ruling in October of 2011, and I  
3 have -- I am denying her motion to vacate the judgment,  
4 and I'll enter orders about that.

5 MS. BLACKBURN: Thank you, Your Honor.

6 THE COURT: The -- Ms. Paulite has about  
7 the uncleanest hands I've seen for on an equitable  
8 basis having occupied this property for a couple of  
9 years now without making the mortgage payments on time,  
10 without holding her -- without upholding her end of the  
11 divorce decree bargain which was to relieve  
12 Mr. Dahlgren from having to make the mortgage payments  
13 and not damaging his credit. So she's had the  
14 advantage of living in this property or renting it out  
15 or doing both for a couple years now without having to  
16 make mortgage payments, being able to collect the rents  
17 for her own use or live in the property for her own  
18 use. She accepted the benefits of the divorce decree,  
19 which was to have the property titled in her name and  
20 to be able to use the property without paying for those  
21 benefits, without upholding her end of the bargain.

22 She has pled to the court that she's  
23 unrepresented and has trouble doing these things, and,  
24 yet, she has managed to stymie both the bank and  
25 Mr. Dahlgren with counsel for about a year and a half

1 now through many different maneuvers, including filing  
2 bankruptcy. She does not have good faith as she does  
3 not have integrity of this court. She is obviously  
4 very bitter at Mr. Dahlgren and I don't know their  
5 relationship and perhaps she was very mean to her. I  
6 don't know. But the court has the obligation to uphold  
7 its orders.

8           The divorce decree was a decree that she  
9 entered into. She chose to violate that order. She  
10 chose to, instead of coming forward to the court and  
11 working with the court and Mr. Dahlgren on getting the  
12 property sold or refinanced -- or getting it sold I  
13 should say, she basically stonewalled this and has  
14 stonewalled it for a couple years.

15           So this is not a situation where it would be  
16 appropriate to vacate the judgment. She had proper  
17 notice. She didn't raise arguments as to service.  
18 And, in fact, she answered the motion for summary  
19 judgment. She answered too late, but she obviously had  
20 notice of it, and, of course, that order was entered  
21 almost a year ago.

22           So we're done, Ms. Paulite. We're done. I  
23 am going to order the sheriff to evict you. I am going  
24 the order the sheriff to put you and your children out  
25 on the street. I'm going to be as blunt as I can about

1 it because I don't want to see that happen. I don't  
2 like seeing that happen. But it -- if what you've  
3 decided to do is just dig in your heels for whatever  
4 reason because of what Mr. Dahlgren did to you, I need  
5 you to understand the consequences.

6 The other consequences of this are that as  
7 every hearing that you put Mr. Dahlgren through, every  
8 time you ask for a continuance, you put up another  
9 roadblock. He's paying. His attorney's fees are going  
10 up and up and up, and those are fees that he's going to  
11 ask for when the house gets sold. If there's any money  
12 left over at this point, he's going to ask to be paid  
13 for those fees without of the sale of that house. So  
14 the money that should have gone to you, less and less  
15 will go to you and more and more will go to the  
16 attorneys. And maybe that's what you'd rather see,  
17 maybe you'd rather -- you'd rather not have the money  
18 just so Mr. Dahlgren can suffer some pain -- some  
19 additional pain, but I want you to understand those  
20 consequences. Those are what my orders say.

21 You do not have right -- you did not care for  
22 this house in terms of paying the mortgage. You did  
23 not work with her -- him to get him off the mortgage so  
24 his credit wouldn't be ruined. You did not work with  
25 the court in coming forward in a responsible manner.

1 You have continued to take rent from people even though  
2 you were -- you knew you no longer had the legal right  
3 to do so, and I think you probably put your tenants and  
4 family members in a bad position.

5 I will be -- when next week, I will be  
6 signing that order for the sheriff to put you out on  
7 the street physically, you and your children. I'm  
8 waiting until next week because we've got to get the  
9 orders written up properly and to make sure we protect  
10 the tenants' rights.

11 MS. PAULITE: And --

12 THE COURT: If that's what you want to  
13 do, that's fine, but those are my orders, and that's  
14 what's going to happen.

15 MS. PAULITE: Can I ask --

16 THE COURT: Yes, ma'am.

17 MS. PAULITE: -- you, Your Honor?

18 My sister is the one who's taking care of my  
19 kids because I work different hours. Can -- can my  
20 kids still stay at my house during --

21 THE COURT: And like I --

22 MS. PAULITE: -- the baby sitting?

23 THE COURT: -- said, if you don't move  
24 out -- if you don't move out voluntarily --

25 MS. PAULITE: I am going to move out

1 voluntarily.

2 THE COURT: Now, that's what you've said  
3 for a long time. If you don't move out voluntarily  
4 before the sheriff gets there, my order to the sheriff  
5 will be to put you and your children out on the street.  
6 That's what the order -- that's -- that's -- that's all  
7 we can do, ma'am. When you ignore orders and keep  
8 saying I'll do it someday, I'll do it someday, when you  
9 violate orders, eventually that's what happens.

10 MS. PAULITE: I'm --

11 THE COURT: You'll have to decide what  
12 you want to do.

13 MS. PAULITE: I'm trying to --

14 THE COURT: Your choice.

15 MS. PAULITE: -- sell the house, Your  
16 Honor. I've been trying to sell the house, and I've  
17 been reaching them, and they will not allow me to do  
18 it.

19 THE COURT: Do you understand what I'm  
20 going to do?

21 MS. PAULITE: Yes, Your Honor.

22 THE COURT: Okay. You don't have to  
23 agree with me. You can say in your heart you think  
24 that I'm making the wrong decision legally or morally,  
25 but I do need to make sure you understand what I'm

1 going to do.

2 MS. PAULITE: Can I say one more thing,  
3 Your Honor --

4 THE COURT: Yes.

5 MS. PAULITE: -- before you decide to  
6 part ways?

7 On my motion to vacate for partial summary  
8 judgment, it's my ex-husband's intent not to have his  
9 name taken out. He wants the equity from my house from  
10 the very beginning. Because otherwise he could have  
11 just done something aside from the constructive  
12 trustee. He could have requested a court by then to  
13 sell the house. He didn't do that for few years. Now  
14 he wants the money from the equity of my house.

15 THE COURT: The order has -- I've denied  
16 your motion for summary judgment. We didn't permit  
17 oral argument on it, but I wanted to say a few things  
18 about it.

19 But, again, if you're concerned about the  
20 equity on your house, and I don't know how much equity  
21 there's going to be left, attorneys charge an awful lot  
22 of money, and I'm always -- always -- you know, I think  
23 people are just genuinely shocked when they see the  
24 bills from attorneys. I'm not saying they don't --  
25 they haven't earned it, but they charge an awful lot of

1 money, and every dime he has to pay his attorney to get  
2 to the process that he should have gotten to a year  
3 ago, which is getting this house up for sale, him being  
4 in charge of selling the house, every dime that he pays  
5 to go to one of these hearings -- and his attorney one  
6 of these hearings, he's going to ask that you pay for  
7 out of your equity. And so I haven't, obviously, made  
8 a decision on which have those fees are reasonable and  
9 what are not, but that's what he's going to be doing,  
10 so if your goal is to save some of that money for your  
11 family, I want you to think about that. I'm not going  
12 to give you any advice about what you should do about  
13 it. I just want to make sure you know that that's what  
14 the order says.

15 MS. PAULITE: Yes, Your Honor. And I'm  
16 agreeing to sell the house. I -- you know, I've been  
17 --

18 THE COURT: Did you hear --

19 MS. PAULITE: -- success --

20 THE COURT: -- what I said?

21 MS. PAULITE: Yes, Your Honor.

22 THE COURT: He's in charge of selling  
23 the house, not you, under my order.

24 MS. PAULITE: Okay.

25 THE COURT: Okay? He's in charge of

1 selling it, not you. There are certain things that --  
2 certain things he has to do in terms of what happens  
3 with the money. It will go into escrow and then you  
4 will be able to make a claim for your share of the  
5 equity. What I'm saying to you is that his -- that  
6 Mr. Dahlgren, I'm quite sure, will be making a claim  
7 for the attorney's fees that you've cost him to have to  
8 do this. So I want you to keep that in mind.

9 Okay. So you wanted to set this hearing for  
10 when, Mr. Wicks?

11 MR. WICKS: Whatever day is convenient  
12 for you, but I would prefer in the afternoon so that I  
13 can still do the morning addiction clinic.

14 (Pause in proceedings.)

15 MS. PAULITE: May I ask some  
16 clarification --

17 THE COURT: Just a minute here.

18 MS. PAULITE: Okay.

19 (Pause in proceedings.)

20 THE COURT: I don't -- I do not have any  
21 time next week to hear this with oral argument. I'm  
22 going to set it, presentation of orders from this  
23 hearing without oral argument for Friday, August 28th.  
24 I'm going to provide -- I want you to write up an order  
25 -- take a blank order, ma'am, right now.

1 MR. WICKS: Is that September 28th, Your  
2 Honor?

3 THE COURT: Yes.

4 So plaintiff motion -- plaintiff's proposed  
5 orders shall be delivered by Monday the 24th.

6 Mr. Wicks, will you accept email?

7 MR. WICKS: Yes, I will, Your Honor.

8 THE COURT: Okay. Miss Paulite, how do  
9 you want to get a copy of the order?

10 MS. PAULITE: Email, Your Honor.

11 THE COURT: Okay. Any response -- any  
12 -- any objections to the proposed order to be delivered  
13 by Wednesday the 26th so Ms. Paulite and Mr. Wicks can  
14 make any objections to the 26th, and then I will enter  
15 proposed orders on the 28th without oral argument. So  
16 nobody will come down.

17 MS. BLACKBURN: Great.

18 THE COURT: Okay?

19 MS. BLACKBURN: Do -- you -- you said  
20 for objections.

21 Do we get to reply at all? I don't know if  
22 you really want us to.

23 THE COURT: If you want to.

24 MS. BLACKBURN: Okay.

25 THE COURT: If you want to. I'm hoping

1 that you and Mr. Wicks will work out -- it sounds --

2 MS. BLACKBURN: Me too.

3 THE COURT: -- like you're going to work out  
4 your differences. Ms. Paulite and you might have some  
5 differences, I suppose, in the form of the order.

6 I'm not hearing additional argument on -- I've made  
7 my ruling. I'm not hearing additional argument on my order.  
8 Her job is to make sure she drafts an order that's consistent  
9 with my ruling and doesn't say something that it shouldn't.

10 All right. Thank you.

11 (Whereupon proceedings concluded.)

12 --oOo--

13

14

15

16

17

18

19

20

21

22

23

24

25

## TRANSCRIBER'S CERTIFICATE

1  
2  
3  
4 STATE OF WASHINGTON)  
5 COUNTY OF KING ) SS:  
6  
7

8 I, CYNTHIA A. KENNEDY, a court certified transcriber  
9 of the Superior Court of the State of Washington, County of  
10 King, do hereby certify that the foregoing proceedings were  
11 transcribed by me and is a true and correct transcription of  
12 an audio CD to the best of my ability.

13 I further certify that I am not employed by, related  
14 to, nor of counsel for any of the parties named herein, nor  
15 otherwise interested in the outcome of this action.  
16  
17

18 Dated: February 18, 2013  
19  
20  
21  
22

23 CAK  
24 COURT CERTIFIED TRANSCRIBER  
25

# STATE JUSTICE INSTITUTE

## QUARTERLY PROGRESS REPORT

Award No. <b>SJI-12-E-070</b>	Date Report Prepared: <b>February 6, 2013</b>
Project Title: <b>Targeted Court Interpreter Training Initiative</b>	Report No. <b>3</b>
	Reporting Period <b>October 1, 2012 – December 31, 2012</b>
	Final Report: No
Grantee: <b>Washington State Administrative Office of the Courts</b>	Subgrantee: <b>N/A</b>

**Report (Attach Additional Pages. See instructions on reverse side.)**

### 1. Project Activities

Between October 1 and December 31, 2013, the Washington Administrative Office of the Courts conducted and concluded the training portion of the Targeted Court Interpreter Training Initiative (TCITI). Students participated in the third and final weekend workshop occurred, as well as five of the nine webinars. Early preparations also began for oral exam certification testing in January.

#### **Weekend Workshop III – November 10-11**

The third weekend workshop was again held at Highline Community College. The topics covered included the following:

- **Continued Work on Skills Building:** Students had continued their progress on skills building techniques for simultaneous interpreting, consecutive interpreting, and sight translation. Due to the success of filming the students at the second workshop, we again filmed them but now doing sight translation exercises. Each student's performance was individually reviewed by classmates and the instructor.
- **Legal Training:** Sessions included (1) the progression of criminal cases from arraignment through sentencing, along with the forms most commonly encountered at each stage; and (2) the structure of Washington courts.
- **Oral Exam Discussion:** The Court Interpreter Program Coordinator gave a presentation on the process used by the National Center for State Courts in

developing exams and assigning scoring units, as well as the process used by raters in evaluating the candidates' performances.

- **Reduction of Performance Anxiety:** Most participants had expressed anxiety about taking the exam, and that the nervousness impedes their ability to accurately interpret. Due to the performance nature of the exam (as opposed to traditional test-taking with paper and pencil) common exam anxiety-reducing techniques are not useful. A consultant was hired who specializes in reducing performance anxiety for singers, actors, and trial attorneys. She spoke about both psychological and physical techniques designed to reduce or eliminate the panicky physical response to the stress experienced when testing.

## Webinars

Five two-hour webinar classes were delivered during this period: October 5, October 19, November 30, December 7, and December 14. By this point in the project, staff, the instructor and the students were very familiar with using the online webinar technology. Attendance at the webinars was very strong, with all students attending most classes. The webinars continued to include a mixture of lecture and student participation. Student participation occurred by typing (using chat pods to respond to questions or topics discussed) as well as speaking – most commonly in smaller “breakout groups” with approximately four people per group.

In addition to more work on skills building, legal training, and performance anxiety, a significant portion of webinar class time was also dedicated to glossary development. Over the course of the training it was discovered that most students lacked a method to document and access new vocabulary. Homework assignments included developing glossaries on specific topics, and students were instructed on how to utilize Excel to document, organize, and access glossary terms.

All five webinars were recorded, and students were provided the URL so that they could access the classes to review content. Links to the five recorded classes are as follows:

Webinar #	Date	URL
5	Oct. 5	<a href="http://aoceccl.adobeconnect.com/p8qt2q26ew1/">http://aoceccl.adobeconnect.com/p8qt2q26ew1/</a>
6	Oct. 19	<a href="http://aoceccl.adobeconnect.com/p6ddoyjki1b/">http://aoceccl.adobeconnect.com/p6ddoyjki1b/</a>
7	Nov. 30	<a href="http://aoceccl.adobeconnect.com/p8lho5yr0s7/">http://aoceccl.adobeconnect.com/p8lho5yr0s7/</a>
8	Dec. 7	<a href="http://aoceccl.adobeconnect.com/p66n8rhri6p/">http://aoceccl.adobeconnect.com/p66n8rhri6p/</a>
9	Dec. 14	<a href="http://aoceccl.adobeconnect.com/p3wrgvp0dc1/">http://aoceccl.adobeconnect.com/p3wrgvp0dc1/</a>

(You may need to install Adobe plug-ins to view the videos. When you view the classes, the scroll bar to go forward/reverse is found at the bottom of your computer screen.)

## Preparations for Oral Exam Testing

Staff took initial steps to prepare for the oral exam testing on January 26. Staff contacted the National Center for State Courts to order the appropriate testing materials, and staff selected and coordinated raters for exam scoring. Raters were chosen based on their qualifications and their ability to complete the exam rating before March.

Therefore, it is anticipated that exam results will be known by the writing of the next quarterly report.

## ***2. Relationship Between those Activities and the Task Schedule and Objectives Set Forth in the Approved Application, or an Approved Adjustment Thereto***

---

The Targeted Court Interpreter Training Initiative continues to progress as originally planned. All training has been completed, and plans are in motion to administer the exam in January. Moreover, the students continually provide positive feedback on the class and the improvements they see in their skills.

## ***3. Significant Problem Areas that Developed and How They Were or Will Be Resolved***

---

As addressed in the previous report, Katrin Johnson is no longer employed at the Administrative Office of the Courts (AOC). However, her new employer, the Office of Public Defense, has agreed with AOC that she will complete the work on this project. After her departure from AOC on November 15, AOC continued to provide Ms. Johnson with all resources and support necessary to fulfill the objectives of this grant. There have been no delays caused by this employment change, nor any alterations to the original program design.

The official contact at the AOC for this project and other Court Interpreter Program inquiries is:

Shirley Bondon, Manager  
AOC Court Access Programs  
360-705-5302  
[Shirley.Bondon@courts.wa.gov](mailto:Shirley.Bondon@courts.wa.gov)

Ms. Johnson's new contact information is:

Office of Public Defense  
711 Capitol Way South, Suite 106  
P.O. Box 40957  
Olympia, WA 98504-0957  
360-586-3164 ext. 108  
[Katrin.Johnson@opd.wa.gov](mailto:Katrin.Johnson@opd.wa.gov)

## ***4. Activities Scheduled During the Next Reporting Period***

---

The next reporting period will hopefully conclude the entire project. The oral certification exam testing is scheduled to occur in January, and it is projected that exam scores will be available by early March.

<b>ORAL EXAM TESTING HISTORY</b>			
<b>2004</b>			
<b>Language</b>	<b>Taken</b>	<b>Passed</b>	<b>Pass Rate</b>
Cantonese	1	0	0
Korean	11	0	0
Russian	15	1	7%
Spanish	59	8	14%
Vietnamese	5	0	0
<b>TOTAL</b>	<b>91</b>	<b>9</b>	<b>10%</b>

<b>2005</b>			
<b>Language</b>	<b>Taken</b>	<b>Passed</b>	<b>Pass Rate</b>
Cantonese	1	0	0
Korean	12	0	0
Russian	21	3	14%
Spanish	58	9	16%
Vietnamese	8	0	0
<b>TOTAL</b>	<b>100</b>	<b>12</b>	<b>12%</b>

<b>2006</b>			
<b>Language</b>	<b>Taken</b>	<b>Passed</b>	<b>Pass Rate</b>
Korean	11	0	0
Russian	22	4	18%
Spanish	51	7	14%
Vietnamese	7	1	14%
<b>TOTAL</b>	<b>91</b>	<b>12</b>	<b>13%</b>

<b>2007</b>			
<b>Language</b>	<b>Taken</b>	<b>Passed</b>	<b>Pass Rate</b>
Arabic	3	0	0
Cantonese	1	0	0
Korean	6	0	0
Laotian	1	0	0
Mandarin	3	0	0
Russian	7	1	14%
Spanish	44	3	7%
Vietnamese	6	0	0
<b>TOTAL</b>	<b>71</b>	<b>4</b>	<b>6%</b>

2008			
Language	Taken	Passed	Pass Rate
Arabic	6	0	0
Cantonese	2	1	50%
Korean	12	0	0
Mandarin	7	1	14%
Russian	9	1	11%
Somali	1	0	0
Spanish	49	5	10%
Vietnamese	3	1	33%
<b>TOTAL</b>	<b>89</b>	<b>9</b>	<b>10%</b>

2009			
Language	Taken	Passed	Pass Rate
Arabic	2	0	0
Cantonese	2	1	50%
Korean	6	0	0
Laotian	1	0	0
Mandarin	12	3	25%
Russian	11	2	18%
Somali	2	0	0
Spanish	59	6	10%
Vietnamese	5	1	20%
<b>TOTAL</b>	<b>100</b>	<b>13</b>	<b>13%</b>

2010			
Language	Taken	Passed	Pass Rate
Arabic	1	0	0
Bosnian/Croatian/Serbian	1	1	100%
Cantonese	1	0	0
French	3	1	33%
Korean	10	1	10%
Mandarin	6	2	33%
Russian	12	1	8%
Spanish	42	8	19%
Vietnamese	5	0	0
<b>TOTAL</b>	<b>81</b>	<b>14</b>	<b>17%</b>

2011			
Language	Taken	Passed	Pass Rate
Arabic	1	1	100%
Cantonese	1	0	0
French	1	0	0
Korean	8	0	0
Mandarin	3	1	33%
Russian	11	1	9%
Somali	1	0	0
Spanish	26	3	12%
Vietnamese	5	0	0
<b>TOTAL</b>	<b>57</b>	<b>6</b>	<b>10%</b>

2012			
Language	Taken	Passed	Pass Rate
Cantonese	1	0	0
French	2	1	50%
Korean	5	0	0
Laotian	1	0	0
Mandarin	3	0	0
Russian	4	2	50%
Somali	1	0	0
Spanish	35	7	20%
Vietnamese	1	0	0
<b>TOTAL</b>	<b>53</b>	<b>10</b>	<b>19%</b>

ORAL EXAM HISTORY BY LANGUAGE			
Language	Taken	Passed	Pass Rate
Arabic	13	1	8%
Bosnian/Croatian/Serbian	1	1	100%
Cantonese	10	2	20%
French	6	2	33%
Korean	81	1	1%
Laotian	3	0	0
Mandarin	34	7	20%
Russian	112	16	14%
Somali	5	0	0
Spanish	423	56	13%
Vietnamese	45	3	7%
<b>TOTAL</b>	<b>733</b>	<b>89</b>	<b>12%</b>

RESOLUTION of the BOARD FOR JUDICIAL ADMINISTRATION  
of the State of Washington

In Support of Language Access Services In Court

WHEREAS, equal access to courts is fundamental to the American system of government under law; and

WHEREAS, language barriers can create impediments to access to justice for individuals who are limited-English proficient; and

WHEREAS, it is the policy of the State of Washington “to secure the rights, constitutional or otherwise, of persons who, because of a non-English-speaking cultural background, are unable to readily understand or communicate in the English language, and who consequently cannot be fully protected in legal proceedings unless qualified interpreters are available to assist them.” RCW 2.43.010 (Interpreters for non-English speaking persons); and

WHEREAS, courts rely upon interpreters to be able to communicate with limited-English proficient litigants, witnesses and victims in all case types; and

WHEREAS, the State has previously acknowledged a responsibility to share equally with local government in the costs incurred in paying for quality court interpreting services; and

WHEREAS, the Board for Judicial Administration recognizes the benefit that interpreting services provide to limited English proficient litigants and to the fact-finder in the efficient and effective administration of justice; and

WHEREAS, the Board for Judicial Administration previously adopted a Resolution to, among other things, “remove impediments to access to the justice system, including physical and language barriers, rules and procedures, disparate treatment and other differences that may serve as barriers.” (Board for Judicial Administration, Civil Equal Justice); and

WHEREAS, the provision of free and qualified interpreter services in all legal proceedings promotes the Principal Policy Objectives of the State Judicial Branch regarding fair and effective administration of justice in all civil and criminal cases, and accessibility to Washington courts;

Adopted by the Board for Judicial Administration July 20, 2012

NOW, THEREFORE, BE IT RESOLVED:

That the Board for Judicial Administration:

- 1) Endorses the provision of interpreter services, at public expense, in all legal proceedings, both criminal and civil;
- 2) Supports the elimination of language-related impediments to access to the justice system for limited English proficient litigants; and
- 3) Encourages the State to fulfill its commitment to share equally in the responsibility to provide adequate and stable funding for court interpreting services.

ADOPTED BY the Board for Judicial Administration on July 20, 2012.

Adopted by the Board for Judicial Administration July 20, 2012

## **Definition of a Mission**

*A mission is a statement of the reason or reasons for the existence of the organization, the ultimate purpose the organization serves in society, and the boundaries within which it operates.*

A mission is one of the five key building blocks of an organizational plan. The other four are vision, values, goals, and strategy. A mission sets direction and defines the boundaries, both of which are critical to the organization's effectiveness and success.

## **Definition of a Vision**

If the mission describes your reason for being, then the vision describes what you want to become or how you want to be. It is the “dream” toward which you are moving.

## **Definition of Values**

Values include beliefs and attitudes that guide behavior, priorities and relationships with others. These values are the personality, or culture, of the organization.

## **Definition of Goals**

Goals are the accomplishments or end products the organization strives to achieve.

## **Definition of Strategy**

Strategy is the combination of the ends (goals) for which the firm is striving and the means (policies) by which it is seeking to get there. A strategy is sometimes called a **roadmap** - which is the path chosen to plow towards the **end vision**.

## **Interpreter Commission Mission, Vision, Values Discussion**

Pursuant to **General Rule 11.1**, the Interpreter Commission is convened to fulfill two primary duties:

1. Develop policies for the Interpreter Program, and
2. Participate in three standing committees, including the Issues Committee, Discipline Committee, and the Judicial and Court Administrator Education Committee.

### **Rule 11.1 Purpose and Scope of Interpreter Commission**

(a) Purpose and Scope. This rule establishes the Interpreter Commission ("Commission") and prescribes the conditions of its activities. This rule does not modify or duplicate the statutory process directing the Court Certified Interpreter Program as it is administered by the Administrative Office of the Courts (AOC) (RCW 2.43). **The Interpreter Commission will develop policies for the Interpreter Program and the Program Policy Manual, published on the Washington Court's website at [www.courts.wa.gov](http://www.courts.wa.gov), which shall constitute the official version of policies governing the Court Certified Interpreter Program.**

(b) Jurisdiction and Powers. All certified court interpreters who are certified in the state of Washington by AOC are subject to rules and regulations specified in the Interpreter Program Manual. The Commission shall establish three committees to fulfill ongoing functions related to issues, discipline, and judicial/court administration education. Each committee shall consist of three Commission members and one member shall be identified as the chair.

(1) The Issues Committee is assigned issues, complaints, and/or requests from interpreters for review and response. If the situation cannot be resolved at the Issues Committee level, the matter will be submitted by written referral to the Disciplinary Committee.

(2) The Disciplinary Committee has the authority to decertify and deny certification of interpreters based on the disciplinary procedures for: (a) violations of continuing education/court hour requirements, (b) failure to comply with Interpreter Code of Conduct (GR 11.2) or professional standards, or (3) violations of law that may interfere with their duties as a certified court interpreter. The Disciplinary Committee will decide on appeal any issues submitted by the Issues Committee.

(3) The Judicial and Court Administration Education Committee shall provide ongoing opportunities for training and resources to judicial officers and court administrators related to court interpretation improvement.

(c) Establishment. The Supreme Court shall appoint members to the Interpreter Commission. The Supreme Court shall designate the chair of the Commission. The

Commission shall include representatives from the following areas of expertise: judicial officers from the appellate and each trial court level (3), interpreter (2), court administrator (1), attorney (1), public member (2), representative from ethnic organization (1), and AOC representative (1). The term for a member of the Commission shall be three years. Members are eligible to serve a subsequent 3 year term. The Commission shall consist of eleven members. Members shall only serve on one committee and committees may be supplemented by ad hoc professionals as designated by the chair. Ad hoc members may not serve as the chair of a committee.

(d) Regulations. Policies outlining rules and regulations directing the interpreter program are specified in the Interpreter Program Manual. The Commission, through the Issues Committee and Disciplinary Committee, shall enforce the policies of the interpreter program. Interpreter program policies may be modified at any time by the Commission and AOC.

(e) Existing Law Unchanged. This rule shall not expand, narrow, or otherwise affect existing law, including but not limited to RCW chapter 2.43.

(f) Meetings. The Commission shall hold meetings as determined necessary by the chair. Meetings of the Commission are open to the public except for executive sessions and disciplinary meetings related to action against a certified interpreter.

(g) Immunity from Liability. No cause of action against the Commission, its standing members or ad hoc members appointed by the Commission, shall accrue in favor of a certified court interpreter or any other person arising from any act taken pursuant to this rule, provided that the Commission members or ad hoc members acted in good faith. The burden of proving that the acts were not taken in good faith shall be on the party asserting it.

# WASHINGTON STATE JUDICIAL BRANCH 2013-2015 BIENNIAL BUDGET REQUEST

## Detailed Decision Package

---

**Agency:** **Administrative Office of the Courts**

*Please fill in the name of your judicial branch agency*

**Decision Package Title:** **Removing Barriers to On-Demand Court Interpreting**

**Budget Period:** **2013-2015 Biennial Budget Request**

**Budget Level:** **Policy Level**

**Recommendation Summary Text**

*(Enter succinct 100 word or less description of the request.)*

State and federal laws require Washington courts to provide meaningful access to courts and court services for persons who have limited English proficiency (LEP). Failure to provide clear, concise interpretation denies these individuals that opportunity, leading to mistrust, confusion, administrative inefficiencies and potentially miscarriage of justice.

Providing meaningful access in remote areas of the state is difficult. Likewise, providing interpreting for certain languages, where the state has a small number of available qualified interpreters is challenging. Video remote interpreting (VRI) can remove these barriers to essential, accurate interpreting for unscheduled and scheduled communication with limited English proficiency court users.

**Fiscal Detail**

*(AOC will determine the fund source)*

<b>Operating Expenditures</b>		<b><u>FY 2014</u></b>		<b><u>FY 2015</u></b>		<b><u>Total</u></b>
<b>Sum of All Costs</b>		<b>\$ 166,763</b>		<b>\$ 216,763</b>		<b>\$ 383,526</b>
<b>Staffing</b>		<b><u>FY 2014</u></b>		<b><u>FY 2015</u></b>		<b><u>Total</u></b>
<b>FTEs</b> (number of staff requested)		1		1		1

**Package Description:**

*(Please provide a description of the need, solution, and comparison to existing levels of funding and output.)*

**Need**

Language access in state courts is a critical civil rights and justice issue. The possible loss of life, liberty and property which can occur when one is involved with the court makes effective communication essential. For this reason, courts must be fully accessible to everyone, irrespective of their language ability.

RCW Chapter 2.43 prescribes the requirements for providing court interpreter services in Washington courts. Additionally, Executive Order 13166 issued in 2000, directed federal agencies to publish LEP guidance for recipients receiving federal funding. All subsequent technical assistance and guidance regarding language access issued by the Department of Justice (DOJ) has communicated DOJ's position that courts receiving federal funding are required to take reasonable steps to provide oral interpretation to people who are limited English proficient in all proceedings and court operations in accordance with Title VI requirements in ensuring language access. August 2010, in a letter to all chief justices and state court administrator's of state courts, Assistant Attorney General Thomas E. Perez clarified the obligation of state courts receiving federal funding to provide language assistance services to people who are LEP in all proceedings and court operations.

To assist the court with its obligation, AOC established a court interpreter certification program to ensure availability of qualified language interpreters. Although this program has been quite successful, there continues to be a limited availability of interpreters in remote regions of the state, as well as limited interpreters in certain languages, such as Arabic. The limited availability of interpreters can result in court delays, continuances and increased costs when courts are forced to pay a premium to compensate interpreters for traveling long distances.

### **Solution**

This request is to fund a pilot project to implement centralized remote interpreting to overcome barriers to providing quality interpreting. Remote interpreting includes telephone interpreting and integrated audio/video interpreting.

Telephone interpreting can be accomplished with a standard telephone line attached to a state of the art sound system (see Figure 1). Remote integrated audio/video interpreting utilizes several technologies including a state of the art sound system, a standard telephone line, headsets with attached microphone, personal computers, high speed internet and cameras (see Figure 2).



**Figure 1 - Interpreting Remotely — The Interpreter presses a number on the telephone keypad to control who hears her voice.**



Figure 2 - Integrated Audio/Video Remote Interpreting.



Figure 3 - Illustrates Flow of Communication during Interpreting.

This request will fund the VRI equipment purchase, installation, and maintenance, as well as training necessary to use the equipment. The request will also fund one bilingual full-time Court Program Analyst to draft business procedures, coordinate VRI services, provide back-up telephonic and video interpreting and obtain, review and evaluate data.

## **Narrative Justification and Impact Statement:**

(In the sections below, thoroughly describe the impacts that will result from this request.)

- **Describe the way in which this package contributes to the Judicial Branch Principle Policy Objectives noted below.**

### **Fair and Effective Administration of Justice in All Civil and Criminal Cases.**

*Washington courts will openly, fairly, efficiently and effectively administer justice in all criminal and civil cases, consistent with constitutional mandates and the judiciary's duty to maintain the highest level of public trust and confidence in the courts.*

Trial courts have an obligation to provide meaningful language access despite barriers caused by distance and limited interpreter availability. VRI provides an opportunity to overcome these barriers and efficiently and effectively provide court access to LEP court users in both criminal and civil cases pursuant to DOJ guidance and state and federal laws.

**Accessibility.** *Washington courts, court facilities and court systems will be open and accessible to all participants regardless of cultural, linguistic, ability-based or other characteristics that serve as access barriers.*

This use of VRI illustrates the courts commitment to making state courts fully accessible to everyone, by removing communication barriers caused by national origin and language ability. This project will encourage the use of qualified language interpreters in all court interactions.

**Access to Necessary Representation.** *Constitutional and statutory guarantees of the right to counsel shall be effectively implemented. Litigants with important interest at stake in civil judicial proceedings should have meaningful access to counsel.*

**Commitment to Effective Court Management.** *Washington courts will employ and maintain systems and practices that enhance effective court management.*

In instances where VRI is used scheduling proceedings and interpreters will be enhanced. The ability to provide an interpreter on demand, decreases court disruption and allows interactions to occur quickly and smoothly without the cost burden caused by on-site interpreting.

**Appropriate Staffing and Support.** *Washington courts will be appropriately staffed and effectively managed, and court personnel, court managers and court systems will be effectively supported.*

VRI ensures that qualified certified or registered interpreters are used for all court interaction. VRI effectively addresses the lack of available interpreters due to geographic barriers or a small number of qualified interpreters in certain languages. VRI may reduce and/or eliminate the need to use noncertified or registered interpreters.

## **Measure Detail**

(Describe and quantify any changes to output, outcome or performance measures that would result from this request)

- **Impact on Clients and Services.**

VRI benefits court users and the courts. It increases access for LEP persons, reduces court disruption and the cost burden associated with on-site interpreting, including travel costs, costs incurred scheduling two-hour minimums when less interpreting time is needed including when defendants fail to appear for scheduled proceedings.

- **Impact on Other State Programs.**

None

- **Relationship to Capital Budget.**

None

- **Required Changes to Existing Court Rule, Court Order, RCW, WAC, Contract, or Plan.**

Several court rules may require revision after the pilot project has been completed and VRI is a proven method available to courts statewide. During the pilot, the Supreme Court can issue a court order exempting the pilot from existing court rules.

Superior Court Criminal Rule 3.4 states that video conferences may be held on criminal cases in which all participants can simultaneously see, hear, and speak with each other, and; such proceedings shall be deemed held in open court and in the defendant's presence for the purposes of any statute, court rule or policy. It further states that all video conference hearings conducted pursuant to the rule shall be public, and the public shall be able to simultaneously see and hear all participants and speak as permitted by the trial court judge.

In addition, Superior Court Civil Rule 3.4 states that in interpreted proceedings, the interpreter must be located next to the defendant and the proceeding must be conducted to assure that the interpreter can hear all participants.

- **Alternatives Explored.**

In the '80s AOC established a court interpreting certification program to train and certify court interpreters. The program has been successful, but the growing need for interpreter services, and the barriers posed by distance has made it impossible to keep up with demand. VRI and other technologies are needed to bridge the gap.

- **Distinction Between One-time and Ongoing Costs and Budget Impacts in Future Biennia.**

The non-staff costs represent a one-time purchase of VRI equipment. Ongoing salary costs will impact future biennia as will maintenance of the equipment.

- **Effects of Non-funding.**

If this proposal isn't funded, the court will struggle to satisfy its obligation to provide meaningful access to court for LEP persons. If the court doesn't satisfy its obligation, it could face penalties from DOJ.

- **Expenditure Calculations and Assumptions and FTE Assumptions.**

(Thoroughly describe how costs were determined and what assumptions were used in that process, as well as the assumptions used to determine the number of FTEs required.)

**Expenditure Calculations and Assumptions**

(Rationale for costs shown)

<b><u>Object Detail</u></b>	<b><u>FY2014</u></b>	<b><u>FY2015</u></b>	<b><u>Total</u></b>
Staff Costs	\$ 91,763	\$ 91,763	\$183,526
Non-Staff Costs	\$ 75,000	\$125,000	\$200,000
<b>Total Objects</b>	<b>\$166,763</b>	<b>\$216,763</b>	<b>\$383,526</b>

**Staffs Costs.**

1 Senior Court Program Analyst, Level 62, \$91,763

**Non-Staff Costs.**

This is a Rough Order of Measure (ROM) for what it will take to design, engineer and build a complete court room video remote interpretation system from the ground up. The audio system shall be completely integrated into the court room microphones and speakers. The video system shall be on a portable cart with a video monitor and a video conferencing system that will connect into the main system of the court room but can be rolled out of the court room when not needed.

Please submit completed form to [ramsey.radwan@courts.wa.gov](mailto:ramsey.radwan@courts.wa.gov).

## IV. TECHNOLOGY/REMOTE INTERPRETING

### ***Background Information***

Faced with continuing budget issues, lack of certified interpreters, and the increasing need for “exotic” language interpreting, circuits throughout Florida have been innovative in applying technology to achieve appropriate levels of court interpreting services. Circuits that have implemented remote interpreting using existing technology in courtrooms have found a cost-effective and time-saving strategy for providing necessary court interpreting services. Currently, 13 circuits report using some remote audio or audio/video technology to provide court interpreting services (see Appendix E). With the varied landscape and diverse population of Florida, technologies used in court interpreting services serve to increase the availability of qualified court interpreters throughout the state.

### **A. The Use of Remote Interpreting Technology**

#### ***Proposed Standards of Operation***

1. Circuits shall move towards incorporating the appropriate use of remote audio/video interpreting technology.
2. Circuits shall identify existing technology that is currently operating in courtrooms to determine the feasibility of establishing remote interpreting capability.
3. Circuits shall comply with all statewide technical requirements and cost standards for remote interpreting technology as developed by the Florida Courts Technology Commission and the Trial Court Budget Commission.
4. Circuits shall comply with all federal regulations and state court guidelines relating to video remote interpreting services for persons with hearing loss.
5. Circuits shall require that any remote interpreting technology utilized within their courts provide a mechanism for attorney-client confidentiality.

#### ***Proposed Best Practices***

1. Remote interpreting should involve the use of proper equipment with appropriate technical capabilities for both spoken language and sign language court interpreters.
2. Circuits should incorporate video capability into any remote interpreting system.
3. Court interpreters who are providing remote interpreting should be given proper advance notice of the need for interpreter services and an enclosed, quiet environment or noise-controlled courtroom in order to listen and view clearly and interpret adequately.

4. All court participants should receive adequate training regarding the use of remote interpreting prior to introducing a remote system in a courtroom.
5. Circuits should develop and document procedures for the appropriate use of remote interpreting.

**Discussion**

Remote interpreting is a system of interpreting where the interpreter is remotely connected to the courtroom through (1) telephones or (2) integrated audio/video technology. Remote telephone interpretation, which is discussed further in section C, utilizes a standard telephone line attached to a speaker phone. It is currently used in most circuits, to some degree, to provide spoken language interpreting services for infrequently needed language demands, in which the proceeding is of short duration and limited complexity. Telephone interpreting may be performed by court employees or contractors, but is frequently provided by national vendors such as Language Line Services. Remote telephone interpreting is delivered in consecutive mode.

Remote integrated audio/video interpreting technology utilizes an integrated network system consisting of audio mixers, telephone lines, headsets with attached microphone, and in most cases, cameras to enable interpreters to provide on-demand interpretation services to multiple venues from a remote location. Depending on the technical set up, interpreters may view multiple settings from any location (e.g., office, home) and communicate directly with participants. It is currently utilized by at least three circuits and may be performed by court employees or contractors. Remote integrated audio/video interpreting is delivered in simultaneous mode.

While not always necessary, video capability in an integrated system is extremely beneficial to interpreters as it provides them with a visual of what is occurring in the proceeding including the identification of court participants and their actions, and the processing of documents and other materials such as evidence. Specifically for sign language interpreting, remote integrated audio/video interpreting, also known as video remote interpreting (VRI), can afford effective communication for persons who are deaf or hard of hearing, in certain situations. For example, the person using the service watches the interpreter on a screen in the courtroom, and the interpreter is able to see the court participant via camera.

Generally, remote interpreting systems are better suited for court proceedings of short time duration, such as arraignments, initial appearances, pleas, violations of probation and status hearings. Therefore, the system is suitable for covering satellite courthouses, jails, and external court venues within a circuit. The advantage of this technology is that it allows an interpreter to cover proceedings from a remote location eliminating the need for an interpreter to travel between venues. Remote interpreting also increases the number of events an interpreter may cover daily. This lowers costs and decreases delays. However, remote interpreting is not a substitute for on-site interpreters in certain situations.

Proceedings involving multiple pleas, illustrations, recordings or additional courtroom accessories are most likely not well-suited for remote interpreting. Further, remote interpreting may not be effective in court proceedings when the person receiving the service has a mental illness; has an intellectual or cognitive impairment; is a minor; or is heavily medicated, intoxicated, or injured. Additionally, when communication is needed for persons who are deaf-blind, it may be necessary to summon an in-person interpreter to assist certain individuals.

For these reasons, procedures for the appropriate use of remote interpreting should be developed by each circuit consistent with the standards of operation and best practices enumerated in this section and in compliance with any technical and cost standards developed by the Florida Courts Technology Commission and the Trial Court Budget Commission. Specifically, consideration should be given to: the extent that this technology can be integrated with existing technology in courtrooms in order to contain costs; ensuring that proper advance notice is given to court interpreters providing remote services; providing an enclosed, quiet environment or noise-controlled courtroom for cases in which remote interpreting is utilized; providing a mechanism for attorney-client confidential communication (i.e., privacy line); and ensuring that court participants receive adequate training regarding the use of the technology prior to its introduction to a courtroom.

Procedures for the appropriate use of remote interpreting should also be developed by each circuit in compliance with any federal regulations and state court guidelines related to providing services for persons with hearing loss. According to federal requirements, if a state court chooses to provide qualified interpreters for persons with hearing loss via VRI, the court shall ensure that it provides:

- Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication;
- A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position;
- A clear, audible transmission of voices; and
- Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.

## B. Sharing Remote Interpreting Resources

### ***Proposed Best Practices***

1. Circuits should explore the possibility of expanding the use of remote interpreting technology in order to promote intra-state interaction and the sharing of interpreter resources.
2. Circuits should maintain close communication with those circuits that currently operate remote interpreting technology in order to avoid duplication of effort and to share the pool of qualified interpreters.

### ***Discussion***

Expanding remote interpreting to include additional circuits would allow interpreters in one circuit to provide interpreting services in another circuit. For circuits that have little or no interpreting staff or need access to an exotic language or sign language interpreter who might reside in another circuit, remote interpreting could provide the necessary resources to accomplish certain interpreting tasks. This would save funds through the more efficient use of resources.

## C. The Use of Telephonic Spoken Language Interpreting Services

### ***Proposed Best Practices***

1. Telephonic spoken language interpreting services provided by outside vendors should only be used when all other options have been exhausted.
2. If the use of telephonic interpreting services is necessary, only "court certified" interpreters should be used, if available.

### ***Discussion***

According to the *Court Interpreting: Model Guides for Policy and Practice in the State Courts*, National Center for State Courts, (1995), "... Language Line Services (LLS) [a telephonic spoken language interpreting service provider] is designed to provide very rapid access by customers to interpreting services in more than 140 languages. The service operates 24 hours a day, every day. To access the service, calls are placed on an 800 telephone number to the services operations center in Monterey, California. From there an operator establishes a connection between the client and an interpreter who may be located anywhere in the United States or Canada. In the great majority of cases (about 98 percent), the connection is established within a minute of receiving the service request."

The Model Guides notes deficiencies with the use of telephonic spoken language interpreting services that parallel the experience of many circuits within Florida. While the use

of some telephonic spoken language interpreting services require only the use of a standard telephone line and speaker phone combination, in some circuits the technological quality of the interpretation may be poor depending on equipment. Some court representatives have noted that if a telephonic interpreter cannot hear what is being said in the courtroom, they often do not alert the court to that effect, thus losing the effectiveness of the interpretation. Additionally, both the Model Guides and some circuit courts acknowledge concerns regarding the training and expertise of telephonic spoken language interpreters. While promotional materials advertise differing "certification" levels or specialization testing for interpreters employed by these services, these credentials and testing are solely products of the telephonic interpreting services provider, and are not sanctioned certification programs. The testing generally involves an oral consecutive interpreting exam, administered over the phone by personnel of the telephonic interpreting service. Some circuits within Florida have noted inconsistencies with the quality of telephonic interpretations, even by those claiming legal expertise, to the point where some circuits choose not to use the services. Other circuits have indicated that the services are only used in instances where the language needed is exotic, when a court interpreter is unable to be present such as a weekend hearing, when the matter is less complex, or when the proceeding is of a short duration. Some circuits noted that challenging the qualifications of a telephonic interpreter is not possible, as the interpreters are generally anonymous and only identified by a number. The current use by circuit of LLS, which has contracted with the Florida State Courts system to provide telephonic interpreting services, may be seen in Appendix F.

## Appendix E - Use of Remote Interpreting

### Circuit Profiles

November 2009

Circuit	Which method of remote interpreting is utilized for First Appearance?	Which method of remote interpreting is utilized for all other proceeding types?
1	None	None
2	None	Audio Only & Audio/Video
3	Audio Only	Audio Only
4	None	None
5	None	None
6	Audio/Video	Audio/Video
7	None	None
8	Audio Only & Audio/Video or in person at jail*	Audio Only
9	Audio/Video	Audio/Video
10	Audio/Video	None
11	None	None
12	None**	None & Audio Only
13	Audio/Video	None
14	Audio/Video	Audio/Video
15	None	None
16	Audio/Video	Audio Only
17	None	None
18	None & Audio Only	None & Audio/Video
19	Audio/Video	None & Audio/Video
20	Audio/Video	Audio Only

\* Last minute ASL requests (from court, day of) usually result in continuance. Also sometimes languages rare to 8th Circuit required for weekend/holiday First Appearance.

\*\* A Spanish interpreter is present at First Appearances. If another language is needed, Language Line (audio only) is used.

# BIANNUAL REPORTING REQUIREMENTS FOR CERTIFIED *AND* REGISTERED COURT INTERPRETERS

All interpreters certified by the Administrative Office of the Courts must meet these requirements in order to maintain their certification credential. There are no exceptions.

---

## **REQUIREMENTS**

### **A. Continuing Education**

1. Every certified court interpreter shall complete 16 hours of approved continuing education each two-year compliance period. At least two (2) continuing education hours must be earned at an AOC approved ethics workshop.
2. Every registered court interpreter shall complete 10 hours of approved continuing education each two-year compliance period. At least two (2) continuing education hours must be earned at an AOC approved ethics workshop.
3. Certified court interpreters may carry over a maximum of six (6) continuing education credits earned in excess of the requirement in any two-year compliance period to the next compliance period. If an interpreter earns more than two (2) ethics credits in a review period, the additional credits may carry over as general credits but will not be counted toward the ethics requirement for the next reporting period.
4. Registered court interpreters may carry over a maximum of two (2) continuing education credits earned in excess of the requirement in any two-year compliance period to the next compliance period. If an interpreter earns more than two (2) ethics credits in a review period, the additional credits may carry over as general credits but will not be counted toward the ethics requirement for the next reporting period.

### **B. Court Hours**

Every certified court interpreter shall complete 20 court hours each two-year compliance period. The interpreter will document court hours on the compliance form by showing court location, date, case number, and number of hours spent on each case. A written statement from a court administrator attesting to the approximate number of court hours may be submitted in lieu of a listing of court cases. Court hours may include interviews, sight translation of documents in meetings with attorneys, or depositions.

### **C. Interpreter Conduct**

Every two years, certified interpreters shall report whether they have been charged with or convicted of a crime, or found to be in violation of a court order.

### **D. Execute Oath Of Interpreter**

Every two years, certified interpreters shall submit to the AOC a signed, sworn oath of interpreter.

## **VERIFICATION OF COMPLIANCE**

Every certified and registered court interpreter is responsible for completing a compliance form at the conclusion of each two-year reporting period and submitting it to the AOC. To complete the compliance form, the interpreter must document his/her (1) continuing education classes and credits (including ethics), (2) court hours (for certified only), and (3) charge or conviction of any crime or violation of any court order. The compliance form must be signed by the interpreter under penalty of perjury. The interpreter must retain written compliance documentation for a three-year period after submitting the compliance form to the AOC. The interpreter shall show proof of attendance at continuing education classes upon request.

Every certified and registered court interpreter is also responsible for submitting a completed, signed, and sworn oath of interpreter with the compliance form. The blank oath form will be provided to the interpreter by the AOC Court Interpreter Program. The interpreter is responsible for bringing the blank oath form to a state or federal court, and requesting that a state or federal court judge administer the oath and sign the oath form, or have the form signed by a public notary.

## **NON-COMPLIANCE**

A certified or registered court interpreter who fails to submit a compliance form or completed, signed and sworn oath at the end of the two-year reporting period, shall be considered out of compliance. Upon a preliminary determination of an interpreter's non-compliance by the AOC, the AOC will submit a written complaint of non-compliance, together with supporting evidence, to the Discipline Committee of the Interpreter Commission. The AOC will send a notice of non-compliance and a copy of the complaint and supporting evidence to the interpreter. The interpreter may respond within 30 calendar days of the date of notice by submitting to the Discipline Committee a written response. The response shall be in writing, and may include, affidavits or declarations of witnesses, copies of court records, or any other documentary evidence the interpreter wishes to have the Committee consider.

The Discipline Committee shall meet (in person, via email or telephone conference call) within 40 calendar days of the date of the complaint to review the complaint and

supporting evidence to determine whether there is clear and convincing evidence that the interpreter is out of compliance and, if so, impose such disciplinary action as it determines appropriate.

Certified and registered interpreters will not be issued a current ID badge until all requirements are satisfied. If the Discipline Committee suspends or revokes the credential of an interpreter, the interpreter's name will be removed from the directory of interpreters found on AOC's website at [www.courts.wa.gov/interpreters](http://www.courts.wa.gov/interpreters) and an electronic notice will be sent to presiding judges and court administrators/managers.

### **REQUEST FOR REINSTATEMENT**

A certified or registered court interpreter whose credentials has been suspended or revoked may apply in writing to the Discipline Committee for reinstatement pursuant to time frames established in the final notification. This request shall explain why the applicant believes the reinstatement should occur. The Discipline Committee shall have the sole discretion whether to grant or deny reinstatement, or to impose conditions upon reinstatement, as it deems appropriate.