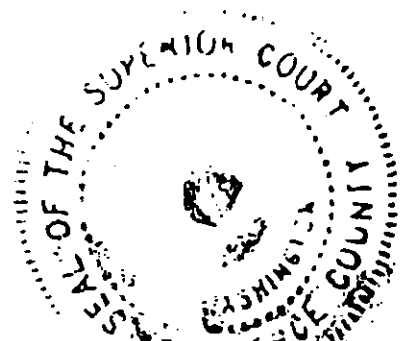


88-2-00947-9 18569999 ARCH5 03-10-03

ARCHIVE RECORD

STATE OF WASHINGTON, County of Pierce: I, Kevin Stock, Clerk of the Pierce County Superior Court, do hereby certify that this instrument is a true and correct copy of the original taken under my direction and control on the date attached hereto. IN WITNESS WHEREOF, I hereunto set my hand and the Seal of said Court.

Kevin Stock, Pierce County Clerk



15155 4/21/2003 000001

STATE OF WASHINGTON)
COUNTY OF KING) SS AFFIDAVIT
OF MAILING

The undersigned, being first duly sworn, on oath, states: That on this day
affiant deposited in the mails of the United States of America a properly
stamped and addressed envelope directed to the attorneys of record of plaintiff,
defendant containing a copy of the document to which this affidavit is
attached.

Shonda Sellers
Subscribed and sworn to before me this 6 day of April 1989
Stephanas Camp
Notary Public in and by the State of Washington,
residing at Seattle WA
My commission expires 10/30/91

2

5 APR 07 1989

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR PIERCE COUNTY

AMERICAN CASUALTY COMPANY OF)
READING PENNSYLVANIA, a)
Pennsylvania corporation,)

Plaintiff,)

v.)

IRA GABRIELSON and CAROL)
GABRIELSON, husband and wife;)
DONALD LEE BARNETT and)
BARBARA BARNETT, husband and)
wife; COMMUNITY CHAPEL and)
BIBLE TRAINING CENTER, a)
Washington corporation; JACK)
McDONALD and "JANE DOE")
McDONALD, husband and wife,)

Defendants.)

No. 88-2-00947-9

AFFIDAVIT OF BRUCE
WINCHELL

FILED
IN COUNTY CLERK'S OFFICE
A.M. APR 07 1989 P.M.
PIERCE COUNTY WASHINGTON
TED RUTT COUNTY CLERK
BY _____ DEPUTY

STATE OF WASHINGTON)

COUNTY OF KING)

Bruce Winchell, being first duly sworn upon oath, deposes
and says:

1. I am one of the attorneys representing American
Casualty.

AFFIDAVIT OF BRUCE WINCHELL - 1
0758BAW

ORIGINAL

LANE POWELL MOSS & MILLER
3800 RAINIER BANK TOWER
1301 FIFTH AVENUE
SEATTLE, WASHINGTON 98101-2647
(206) 223-7000

15155 4-21-1989 88882

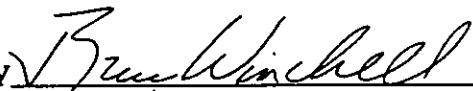
1 2. On March 31, 1989, we obtained from KOMO TV copies of
2 materials which have been broadcast relating to Community
3 Chapel. An affidavit prepared by the records custodian
4 authenticating those video tapes is attached as Exhibit A to
5 this Affidavit.

6 3. A total of three one-hour tapes were produced.
7 Enclosed with each tape was a listing of the dates and length
8 of running time for each tape. A copy of that listing is
9 attached as Exhibit B.

10 4. The video tapes are prepared in chronological order.
11 The third video tape primarily concerns the Gabrielson trial.
12 There are two or three segments which relate to other issues.
13 A copy of the third video tape is enclosed and attached as
14 Exhibit C to this Affidavit. The purpose of providing this
15 video tape of material from the Gabrielson trial is to indicate
16 to the court the type of evidence which American Casualty
17 submits was presented at trial in that action. American
18 Casualty is unable to provide the court with a transcript of
19 those proceedings at this time.

20 DATED this 6th day of April 1989.

21 LANE POWELL MOSS & MILLER

22
23 By 
24 Bruce Winchell
25 Attorneys for Plaintiff

26

AFFIDAVIT OF BRUCE WINCHELL - 2
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SUBSCRIBED AND SWORN to before me: 4/6/89.

Stephani Camp
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle.

My appointment expires: 10/30/91.

4/21/2003 08:03:4

STATE OF WASHINGTON)

: ss

County of King)

Lorraine Collier, being first duly sworn on oath, deposes and says:

I am employed as the television news librarian by KOMO-TV. The television news librarian's duties consist, in part, of maintaining records of television news programs broadcast by KOMO. Such records consist, in part, of the actual video footage used by the news program broadcasts.

The VHS cassettes supplied with this affidavit are true and complete copies of the video broadcast by KOMO-TV on the stories concerning the Community Chapel.

Dated this 30th day of March 1989.

Lorraine Collier

SUBSCRIBED AND SWORN to before me this 30th day of March, 1989.

Darcy P. Dabek

Notary Public in and for the State of Washington, residing at Seattle.
Notary Commission Expires 06/18/92

Community Chapel #3 of 3

Running Time (Approximate)

6/6/88		:30
6/13/88		2:30
8/10/88		4:32
9/9/88		6:24
9/24/88	McDonald trial	8:07
9/27/88	"	9:45
9/29/88	5:00 version (gobrihan-sand)	11:44
9/29/88	6:30 version (" - ")	13:44
9/30/88		15:28
10/3/88		17:18
10/4/88		19:29
10/5/88		22:10
10/6/88		24:09
10/10/88		26:15
10/13/88		28:03
10/19/88		30:06
10/24/88		31:31
10/25/88		33:05
10/26/88	McDonald trial	36:14
10/27/88	McDonald trial	38:52
10/28/88	5:00	40:46
10/28/88	also 5:00	43:13
10/28/88	6:30 version	45:20
11/20/88		47:08
3/13/89	auction	48:43
3/14/89	"	51:16

END



5 APR 11 1989

IN THE SUPERIOR COURT, PIERCE COUNTY, WASHINGTON

- Criminal/Civil Jury Trial
- Criminal/Civil Non-Jury Trial
- Formal Proof
- 3.5/Omnibus/Suppression Hearing
- Other S.J.

FILED
DEPT. 9
IN OPEN COURT

APR 11 1989

Pierce County Clerk
By [Signature]
DEPUTY JUDICIAL ASSISTANT

MEMORANDUM OF JOURNAL ENTRY

Dept. No. 9 Page No. 1

Date: April 10, 1989

Page 1 of 1

JUDGE: [Signature]

DEPUTY JUDICIAL ASSISTANT: [Signature]

REPORTER: Cathy Vernon

Pierce County Cause No. 88-2-00947-9

Case Caption

American Casualty Co.
vs

Ira Sabrielson, et ux, et al

Litigants and Attorneys

P- Bruce Wenshell

D- Harold Dodge, Tim Donaldson, John Shannon,
Don Sulliff

MINUTE ENTRY

Ct convened. This matter comes on for pretrial motions. Above counsel present. Argument. Motion to reverse former order granted in part & denied in part. Deft's motion for summary judgment re: "accusation" granted.

DEPT 9 YEAR 89 PAGE 74

Z-2547

15155 4/21/2003 08007

Court filed

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

AMERICAN CASUALTY COMPANY OF)
READING PENNSYLVANIA, a)
Pennsylvania corporation,)
)
Plaintiff,)
)
vs.)
)
IRA GABRIELSON and CAROL)
GABRIELSON, husband and wife;)
DONALD LEE BARNETT and)
BARBARA BARNETT, husband and)
wife; COMMUNITY CHAPEL and)
BIBLE TRAINING CENTER, a)
Washington corporation; JACK)
McDONALD and "JANE DOE")
McDONALD, husband and wife,)
)
Defendants.)

3 APR 14 1989

NO. 88-2-00947-9

FILED
IN COUNTY CLERK'S OFFICE

APR 17 1989 P.M.

PIERCE COUNTY WASHINGTON
TED RUTT, COUNTY CLERK
BY _____ DEPUTY

VERBATIM REPORT OF PROCEEDINGS

BE IT HEREBY REMEMBERED that above-captioned and numbered cause came on for hearing before THE HONORABLE J. KELLEY ARNOLD, sitting in Department No. 9, on the 10th day of April, 1989, in the Superior Court of Washington, for Pierce County.

MR. BRUCE WINCHELL, ESQ., 3800 Rainier Bank Tower, Seattle, WA 98101, appearing on behalf of Plaintiff;

MR. DON M. GULLIFORD, ESQ., 2200-112th Avenue Northeast, Bellevue, WA 98004, appearing on behalf of St. Paul Fire & Marine;

MR. HAROLD T. DODGE, JR., ESQ., 715 Tacoma Avenue South, Tacoma, WA 98402, appearing on behalf of Defendants Gabrielson;

MR. TIMOTHY J. DONALDSON, ESQ., Suite 3100 Columbia Center, 701 Fifth Avenue, Seattle, WA 98104, appearing on behalf of Defendants Barnett;

MR. JOHN S. GLASSMAN, ESQ., Suite 420, Old City Hall, 625 Commerce Street, Tacoma, WA 98401, appearing on behalf of Defendant Community Chapel.

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98883

1 Also present for this closed hearing were MS. COLEEN
2 D. THOMPSON, ESQ., Co-Counsel with Mr. Winchell,
3 representing American Casualty Company, MR. TONY SHAPPIRO,
4 ESQ, and MS. ANDREA SMITH, Secretary to Mr. Donaldson.

5
6 WHEREUPON, the following proceedings were had and
7 done, to wit:

8
9 * * * * *

10
11 THE COURT: Thank you for your patience, counsel. In
12 this matter, the Defendants have asked the Court to enter
13 summary judgment establishing coverage on the basis of the
14 verdict and in the underlying cause of action on the basis
15 that that verdict arose out of an occurrence within the
16 meaning of the policy.

17 I think again for purposes of the record, it would be
18 wise to make it clear that the Court is aware that the
19 meaning of occurrence is defined within the policy as the
20 continued or repeated exposure to conditions resulting in
21 bodily injury, neither expected nor intended from the
22 standpoint of the insured, and that the Court has already
23 ruled on the question of bodily injury.

24 The policy insures both the church and McDonald, and
25 again for the record, McDonald is not a party to this

1 proceeding today based on the bankruptcy stay. The
2 parties have stipulated that for purposes of this motion,
3 nobody was aware of the specific relationship between
4 McDonald and Gabrielson and by nobody, I mean the parties
5 seeking relief here or opposing relief.

6 It is clear that that activity between McDonald and
7 Gabrielson arose out of a pastoral/parishioner
8 relationship. It is clear that it was an ongoing sexual
9 relationship which was apparently borne out of the
10 church's suggestion that spiritual connections be made
11 among its members. This particular spiritual connection
12 was between the pastor and the parishioner as opposed to
13 being between or among parishioners without direct
14 pastoral involvement in terms of the sexual relationship.

15 I'm satisfied, and for purposes of the motion, I am
16 considering that the activities are perhaps best
17 characterized as--by the activities, I mean the sexual
18 activities--as something that arose out of a relationship
19 which was one of trust, the pastoral/parishioner
20 relationship, and one that involved the issue of
21 professional negligence because of the relationship
22 between the pastor and the parishioner as opposed to
23 activities among and between parishioners.

24 The question is then posed, did the pastoral
25 negligence and the resulting sexual relationship between

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1 McDonald and Gabrielson arise out of an intent or an
2 expectation on the part of the church that she would be
3 harmed? Or perhaps put another way, does that spiritual
4 connection philosophy, and I hate to use the word
5 "philosophy" because I'm not sure that's correct, but I
6 think you know what I mean, does it lead to the
7 expectation that McDonald would have a relationship with
8 Gabrielson and that the damages would result?

9 I'm satisfied, first of all, that I have enough
10 information to make that determination, and although I
11 suppose it certainly is one that is difficult to make
12 because one has to be very careful that you don't
13 become--that you don't internalize it or become so
14 subjective in your approach to it that you can't as a
15 matter of law make the decision. I answered the question
16 in the negative. That it did not. That it is an
17 occurrence within the policy would be a better way to
18 state it. So I answered the question. I answered it in
19 the negative. But if the question was is it an
20 occurrence, it's in the affirmative.

21 That then leads to the next question and that is, was
22 McDonald's conduct imputed to the church? I found this to
23 be a very interesting issue and I have become somewhat
24 educated. Quite frankly, if you'd have asked me in the
25 hallway and I hadn't heard about the case, I'd have said

1 of course it is, but I've read the cases and I believe
2 that Mr. Donaldson's characterization this morning was
3 accurate when he says that if you're dealing with an
4 insurance policy where there are--where each of the
5 entities, if I may use the expression to apply to a
6 person, but where you've got the employee covered and
7 you've got the church covered and you have to deal with
8 whether or not the theory of imputation of negligence can
9 relieve or exonerate coverage that otherwise may be there,
10 you need to take a look at who that employee is, what
11 their role is, and along with that, the degree of power or
12 control that they have in terms of controlling the entity.

13 Here we have McDonald who was removed in a couple of
14 ways; one, logistically from the core of the employer or
15 the entity, the corporation; and secondly, it's been
16 stipulated that he was removed to the extent that the
17 people in charge didn't know about this specific incident.

18 Now, that's not like the situation where you have an
19 officer or a director or a majority shareholder, somebody
20 who is in such control and who also is the actor that
21 their conduct is clearly within the knowledge of the
22 corporation because they are either one in fact, the
23 corporation in terms of controlling the activities of the
24 corporation, or so close to it that their activities
25 cannot be segregated or ignored.

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1 In this case, given the nature of the policy and
2 given the nature of the relationships, the Court rules
3 that the negligence of the employee was not imputed then
4 to the church. There's been some talk about all of the
5 different factors and claims and allegations that were
6 made in the underlying action and I'm speaking of
7 defamation and I'm thinking of the incident where Mrs.
8 Gabrielson was allegedly taken from the church, and it's
9 clear to me that there was a stream of conduct or the
10 occurrence--occurrence by its definition can certainly
11 involve an ongoing relationship or activities or sequence
12 of events, however you want to put it.

13 At the core of this sequence of events was the sexual
14 relationship between these people. It is what generated
15 the kind of anger and what have you that led to the
16 allegations of defamation, that led to the removal of
17 Carrol Gabrielson allegedly from the church.

18 All of these things or at the center of these events
19 or occurrences, events, because they're all part of the
20 ongoing occurrence, was the sexual relationship which I
21 think was at the core of the matter, and I'm not satisfied
22 that, and I've looked at the jury instructions, that it's
23 an offense to the motion for summary judgment to say well,
24 we can't tell exactly how to allocate this money because
25 there were these other claimed acts, and this Court

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1 believes that having reviewed the instructions, and having
2 heard your arguments and the portions of the record that
3 you've made available to me, that it's all the same
4 occurrence, and that the proximate cause is in fact the
5 sexual relationship between Carol Gabrielson and McDonald.

6 I guess also that I have to say that by definition I
7 think having looked at that policy over and over again,
8 I'm sure not as much as you folks, but sometimes I think
9 perhaps almost as much, that occurrence is used in that
10 policy and perhaps as used in most policies it's a very
11 common definition as we know, is really inclusive in
12 nature.

13 In other words, it's telling you what is covered, not
14 what isn't covered, and following of course the rules of
15 construction as they apply to insurance policies, that may
16 be not terribly significant, but at least I think is worth
17 mentioning for the record.

18 Having said all of that, the Court will grant the
19 motion for summary judgment. Is there anything else we
20 need to take up at this time?

21 MR. WINCHELL: I would have two questions about the
22 ruling. First of all, I guess I just want to make sure
23 when we're preparing an order that I understand exactly
24 what the Court understood the stipulation to be.

25 THE COURT: Okay. Go ahead.

1 MR. WINCHELL: Well, it only matters what you think.

2 THE COURT: I understood the stipulation to be, and I
3 think I was terribly--perhaps I was too broad when I--what
4 I understood the stipulation to be was that the church was
5 unaware of the relationship between McDonald and Carol
6 Gabrielson. Now I think I said no one knew, which--

7 MR. WINCHELL: Right. And what I thought I said is,
8 and if I didn't, I should have, was while that
9 relationship was ongoing.

10 THE COURT: All right, implicit in my understanding
11 was certainly that.

12 MR. WINCHELL: Because there were things at trial--

13 THE COURT: You did say that, and I did understand it
14 to be that way.

15 MR. GULLIFORD: The ongoing relationship, Your Honor.

16 MR. WINCHELL: The second question is--I think you
17 did rule on it. I want to make sure you're ruling that
18 Jack McDonald didn't act intentionally, or are you ruling
19 one way or another?

20 THE COURT: I don't think I said. I think I said it
21 would not be imputed.

22 MR. WINCHELL: We do have that aspect of our motion
23 which asks for the Court to find that he did act
24 intentionally. Is the Court inclined to make any ruling
25 on that at all?

1 THE COURT: Yes. I apologize to you all about that.
2 It did escape me, and quite frankly, it's something that I
3 thought about and then thought well, I don't really
4 need--that is not a necessary ingredient as I started to
5 outline my thinking process, so when I got to it, I passed
6 it by for the moment, and I didn't hear a whole lot.

7 I think what you said was at one point in your
8 argument, I don't think there's any argument about the
9 fact or something to that effect, and nobody really
10 responded to you. I didn't hear any argument.

11 MR. WINCHELL: There may not be any dispute.

12 THE COURT: I didn't hear any argument in response to
13 it and I don't know if there is or not. Let's find that
14 out first. Is there an issue about whether or not--

15 MR. DONALDSON: Your Honor--

16 MR. DODGE: Your Honor, I would dispute that you can
17 find that Jack McDonald acted intentionally. I think that
18 it doesn't matter. You don't have to decide that to
19 decide the motion that we have brought. If there's going
20 to be a point that's an important point to find now that
21 Jack McDonald acted intentionally, he's been found by a
22 jury to have acted negligently. I mean, it's people and I
23 am not clear from the materials Mr. Winchell put forward
24 in what regard he means acted intentionally. If he
25 expands on that, I could reply to that better.

1 THE COURT: Well, we have the other problem, and that
2 is of course that McDonald isn't supposed to be bound by
3 anything that's occurring here.

4 MR. WINCHELL: I understand, but the issue is maybe
5 there's some possibility that if finding one way or
6 another might be relevant to the consideration of the
7 issue on appeal or of the imputation question, that's my
8 reason for asking.

9 MR. DONALDSON: I would--if we're going to address
10 the issue, I want to address it simply because I do
11 dispute whether or not--with respect to a particular
12 individual, the case law in our state is that when you
13 look at intent for the purpose of an occurrence, there's
14 two types of intent. There's intent to act and the intent
15 to harm.

16 THE COURT: Yes.

17 MR. DONALDSON: And I don't think; number one, it's
18 not material to the motion; number two, Jack McDonald in a
19 deposition disputed that he intended any kind of harm. He
20 thought he was just having a relationship with somebody.
21 So I don't think that it is proper. I think it is a
22 factual issue, and I do dispute whether he acted with
23 intent to harm. He acted wrongly, but he didn't act, you
24 know, at least as far as his testimony is he didn't act
25 with any intent to harm.

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1 MR. WINCHELL: That's irrelevant on a sex abuse case;
2 though the intent is determined to be well, the act is
3 determined to be intentional as a matter of law in a sex
4 abuse case. There's a line of cases--

5 MR. GLASSMAN: Wait a minute. I can speak with a
6 little bit of authority. I was Amicus for the Washington
7 State Trial Lawyer's Association on the Rodriquez case.
8 That was an incest case. You can't say that an incest
9 case was the same as a consensual relationship between
10 adults. They are two different things. The step-father
11 abusing a daughter is markedly different I think than the
12 situation we have here.

13 It seems to me that we did address this, Your Honor,
14 me in particular, when I said that this is a case of
15 professional negligence and that we're getting away from
16 the focus or the principle issues here of our Motion, so I
17 think that there is a substantial dispute about counsel's
18 remarks.

19 THE COURT: Let's just say this, and you'll note that
20 when I did make my ruling I thought it was a professional
21 negligence case, and of course the negligence emanates at
22 the level of McDonald, not at the level of the church. I
23 mean, that's where it inheres and I'm not shutting the
24 door on you forever and ever. I want you to understand
25 that. But I cannot and have not reached the conclusion

1 that it was intentional on the part of McDonald at this
2 juncture I guess for two reasons.

3 Now, one, I didn't think it was necessary as it--I
4 kind of had an outline of questions I had to answer or
5 resolve this issue one way or the other, and when I got to
6 that question, it didn't need to be answered as I've
7 indicated to you.

8 But secondly, I'm not satisfied at this juncture that
9 that isn't a factual issue. I don't know--I've read the
10 Rodriquez case and I read it with great interest at the
11 time because of some other cases I've had that touch on
12 this very issue. Again, all of them involving adults and
13 minor children.

14 MR. WINCHELL: The Heckert case deals with two
15 adults, as you know.

16 THE COURT: The Heckert case?

17 MR. WINCHELL: Yes, 43 Wn.App.

18 THE COURT: That's right, it does. I guess I kind of
19 honed in on the other scenario. I haven't looked at--I
20 didn't look at that case within the--I think I didn't look
21 at it within the last week or two. I'm just simply not at
22 this juncture ready to say that I'm not satisfied in my
23 own mind what the law is, if the law is as clear as you
24 say it is with regard to whether or not it's the
25 intentional act or the harm that follows in this setting.

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But if you want to try to convince me, I'll keep an open mind.

MR. WINCHELL: I'm not sure when you want me to try. Whether it's now or by brief--

THE COURT: Not now. I know when it's not. I don't know when it is either. If you want to do it by brief, if you want to send me a brief on it, and send counsel a copy, and then just call and arrange a time to hear it if you think that would be fine.

MR. WINCHELL: I don't think we need any additional argument. I mean, the Court obviously read the cases. I think there's only four cases in Washington that bear on the question, and my only point was to get either a grant, deny, or factual question.

THE COURT: I'm denying it at this point, but it's without prejudice.

All right, we'll be at recess. Thank you.

(The Court recessed at approximately 12:12 p.m.)

C E R T I F I C A T E

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STATE OF WASHINGTON)
) ss.
County of Pierce)

I, the undersigned Notary Public in and for the State of Washington, do hereby certify:

That the foregoing Verbatim Report of Proceedings was taken stenographically before me and transcribed under my direction; that the transcript is a full, true and complete transcript of the proceedings, including all questions, objections, motions and exceptions;

That I am not a relative, employee, attorney or counsel of any party to this action or relative or employee of any such attorney or counsel, and that I am not financially interested in the said action or the outcome thereof;

That I am herewith securely sealing this transcript and delivering the same to the Clerk of the above-entitled Court.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of April, 1989.

Notary Public in and for the State of Washington, residing at Puyallup.

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5 APR 11 1989

FILED
DEPT. 9
IN OPEN COURT

APR 11 1989

Pierce County Clerk
By: _____
DEPUTY

SUPERIOR COURT OF WASHINGTON - COUNTY OF PIERCE

American Casuality Co.

Plaintiff/Petitioner,

vs.

Ma Fabrickson, et al

Defendant/Respondent.

CASE NO. 88-2-00947-9

MEMO TO STRIKE
TRIAL/HEARING DATE

Setting Code 19

The trial/hearing date of 11-27-89
(month) (day) (year)

in the above matter is striken.

Depts' motion for summary judgment granted.

DATED: APR 11 1989

By direction of the Honorable:

J. KELLEY ARNOLD

JUDGE

ALLYSON P. SMOLIC
JUDICIAL ASSISTANT

JUDICIAL ASSISTANT

Memo to Strike
Trial/Hearing Date

15155 4/21/2003 08022

LAW OFFICES
LANE POWELL MOSS & MILLER
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

3800 RAINIER BANK TOWER
SEATTLE, WASHINGTON 98101-2647
(206) 223-7000

April 24, 1989

Pierce County Superior Court
Clerk's Office
County City Building
Room 110
Tacoma, WA 98402

FILED
PIERCE COUNTY CLERK
APR 26 1989
TED RUTT, COUNTY CLERK
DEPUTY

Don Gulliford
Law Offices of Don M. Gulliford
& Associates
2200 112th Avenue NE
Bellevue, WA 98004

Re: American Casualty v. Gabrielson, et al.
Cause No. 88 2 00947 9

Gentlemen:

The enclosed video tape should have been attached to the affidavit of Bruce Winchell filed April 7, 1989.

Very truly yours,

LANE POWELL MOSS & MILLER

Kimberly Foster
Kimberly Foster
Paralegal

kf
encl.

5 MAY 22 1989

DISTRICT COURT NO. 1, PIERCE COUNTY, WASHINGTON

89 2 04128 A

DEBRA COLLINS

Plaintiff(s),

vs.

GARY MCCUTCHAN

Defendant(s).

NO. 88-935324-4

EXHIBIT RECORD

PLAINTIFF 6 EXHIBITS

DEFENDANT 6 EXHIBITS

- 1. October 1, 1988, lease
- 2. Letter from defendant date 10-8-88
- 3. Letter from Collins
- 4. letter from tenants
- 5. Letter to tenants by defendant
- 6. Dubal rent agreement
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____
- 19. _____
- 20. _____

- A. Letter of 2-3-89
- B. Statement of Don Carlson
- C. October 12, 1988 notice
- D. Receipts
- E. Receipts
- F. tape of prior proceeding
- G. _____
- H. _____
- I. _____
- J. _____
- K. _____
- L. _____
- M. _____
- N. _____
- O. _____
- P. _____
- Q. _____
- R. _____
- S. _____
- T. _____

FILED
 IN COUNTY CLERK'S OFFICE
 AM MAY 22 1989 P.M.
 BY _____
 PIERCE COUNTY CLERK

15155 4/21/2003 08824

RESIDENTIAL RENTAL AGREEMENT AND SECURITY DEPOSIT RECEIPT

EX 1

Stadium # 5
596-1325
1361

THIS INDENTURE, made this 1 day of October, 1988, between

DEBRA A. COLLINS

hereinafter designated the Landlord,

and Gary Mc Cutchan, hereinafter designated the Tenant(s).

WITNESSETH: That the said Landlord does by these presents rent the residence situated at

410 North D Street in Tacoma City
Pierce County, WA State, of

which the real estate is described as follows:

Deposit of \$250.00 paid in cash Oct 1, 1988
October Rent of \$450.00 to be paid Monday, Oct 3, 1988

upon the following terms and conditions:

1. Term: The premises are rented for a term of 9 month(s), commencing the 1 day of October, 1988 and terminating on the 30 day of June, 1988. indefinitely thereafter.

2. Rent: The Tenant shall pay rent in the amount of \$ four hundred and fifty 00 per month for the above premises on the 1 day of each month in advance to Landlord. \$5.00 per/day late fee

3. Utilities: Tenant shall pay for service and utilities supplied to the premises, except includes utilities water, heat garbage which will be furnished by Landlord

4. Sublet: The Tenant agrees not to sublet said premises nor assign this agreement nor any part thereof without the prior written consent of Landlord.

5. Tenant's Obligations:
- (1) To keep said premises in a clean and sanitary condition;
 - (2) To properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by Tenant;
 - (3) To properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances;
 - (4) To not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, their appurtenances, facilities, equipment, furniture, furnishings, and appliances, nor to permit any member of his family, invitee, licensee or other person acting under his control to do so;
 - (5) Not to permit a nuisance or common waste.

6. Maintenance of Premises: Tenant agrees to mow and water the grass and lawn, and keep the grass, lawn, flowers and shrubbery thereon in good order and condition, and to keep the sidewalk surrounding said premises free and clear of all obstructions; to replace in a neat and workmanlike manner all glass and doors broken during occupancy thereof; to use due precaution against freezing of water or waste pipes and stoppage of same in and about said premises and that in case water or waste pipes are frozen or become clogged by reason of neglect of Tenant, the Tenant shall repair the same at his own expense as well as all damage caused thereby. Gutter are to be kept clean at all times.

7. Alterations: Tenant agrees not to make alterations or do or cause to be done any painting or wallpapering to said premises without the prior written consent of Landlord.

8. Use of Premises: Tenant shall not use said premises for any purpose other than that of a residence and shall not use said premises or any part thereof for any illegal purpose. Tenant agrees to conform to municipal, county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises. Landlord shall maintain the premises in substantial conformance with all applicable provisions of municipal, county and state codes, statutes, ordinances and regulations governing maintenance or operation of such premises.

9. Landlord's Obligations: Landlord shall:
- (1) Immediately notify tenant, by certified mail or updated posting, of any changes as to the person or address of the Landlord;
 - (2) Maintain all structural components in good repair;
 - (3) Keep common areas reasonably clean and safe from defects increasing the hazards of fire or accident;
 - (4) Provide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy, provided however, that landlord shall not be held responsible where infestation is caused by the tenant;
 - (5) Maintain all electrical, plumbing, heating and other facilities and appliances supplied by him in reasonably good working order.

10. Access: Landlord shall have the right to place and maintain "for rent" signs in a conspicuous place on said premises for thirty days prior to the vacation of said premises. Landlord reserves the right of access to the premises for the purpose of:

- (1) Inspection;
 - (2) Repairs, alterations or improvements;
 - (3) To supply services; or
 - (4) To exhibit or display the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.
- Access shall be at reasonable times except in case of emergency or abandonment.

11. Surrender of Premises: In the event of default in payment of any installment of rent or at the expiration of said term of this agreement, Tenant will quit and surrender the said premises to Landlord. If this agreement is for an indefinite time, termination shall be by written notice of at least twenty days, preceding the end of any such monthly rental period, given by either party to the other.

12. Costs and Attorney's Fees: If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this agreement, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this agreement may be in the county in which the premises are situated.

13. Security and Damage Deposit: The Tenant has deposited the sum of \$ 250.00, receipt of which is hereby acknowledged, which sum shall be deposited by Landlord in a trust account with Educational Employee Credit Union bank, savings and loan association or licensed agency, Pearl Street Tacoma branch, whose address is _____

All or a portion of such deposit may be retained by Landlord and a refund of any portion of such deposit is conditioned as follows:

- (1) Tenant shall fully perform obligations hereunder and those pursuant to Chapter 59.10 Revised Code of Washington, or as such may be subsequently amended;
- (2) Tenant shall occupy said premises for term agreed to above;
- (3) Tenant shall clean, repair and restore said residence and return the same to Landlord in its initial condition, except for reasonable wear and tear, upon the termination of this tenancy and vacation of residence;
- (4) Tenant shall surrender to Landlord the keys to premises;
- (5) A portion of the aforementioned deposit is to be retained by the landlord as a non-returnable cleaning fee in the amount of \$ 50.00. Any refund from deposit, as by itemized statement shown to be due to Tenant, shall be returned to Tenant within fourteen (14) days after termination of this tenancy and vacation of the premises.

14. Additional Terms: If any, attached hereto or on the reverse side hereof, are made a part of this agreement by reference and are described as follows:

RENT TO THE ABOVE MENTIONED PERSONS ONLY. Entire deposit will be forfeited if the terms of rental agreement are violated
NO PETS and 2.50 per month
(If this agreement is for over one (1) year, an acknowledgement by the Landlord/Lessor must be attached.)

IN WITNESS WHEREOF, the Tenant(s) and Landlord, or this agent, each hereunto sets his hand:

Debra A. Collins
LANDLORD

Gary Mc Cutchan
TENANT

(BY) Debra A. Collins

Work phone 593100

4609 South 66th Street

Work phone _____

ADDRESS Tacoma, WA 98409

Phone 475-0311

Emergency person to contact ROBERT Mc CUTCHAN

578825
4/21/2003 88825
213 42991155
Phone 1515

10-8-88

Dear Debra,

I regret that I have to write this letter, but I've rarely come across, in my opinion, such a hostile and overly controlling person as you. I, at this point do not wish to rent from you, as I foresee major incompatibility between us and desire to avoid problems for both of us, which I expect would occur if I rented from you.

I gave you my deposit of \$250 on Oct. 1 (SATURDAY) and you were emphatic that the start of my rent be that day even, tho I couldn't possibly move out of my home and into your apartment for several days at least. You asked me to get the \$450 rent sum to you on OCT. 3 (MONDAY). I came by the address you said you would be at on Monday evening and I didn't find you. As a result, I came to the school you said you worked in on OCT. 4 (TUESDAY) to deliver the money. When I got there, the school secretary said you didn't work at C.P.H.S. I was surprised and asked

her to look up your name in the school directory. She did + told me that you worked at Lochburn Jr. High. Since it was mid-afternoon, you weren't at your office, and I was at Clover Park High, I had to return to my place of employment for a late afternoon meeting, the secretary offered to place my check in the school mail. She indicated that this way of delivery was "appropriate" and that you would likely receive the check the following day. I accepted her plan + the check was put in the mail. While at CPHS I also called the Lochburn school office and left a message for you that the check was on the way. I would have held the check + tried to deliver it to you on OCT. 5 (WEDNESDAY) but I was obligated that day + couldn't get by your office.

On Wednesday (OCT. 5) you called me at my place of work (STADUM HIGH SCHOOL) and informed me in an extremely curt, pushy + hostile manner that I should not contact you at work. I said "OK" and was polite and warm with you. A few minutes later you called me again and asked if I had included the keys in the mail. I said "yes" and you abruptly hung up.

15155 4/21/2003 08027

After these calls, I assumed you were "satisfied" and all was done. But when I returned to Stadium on OCT. 7 (FRIDAY), I found 2 messages in my mail box from you. The messages indicated that I should contact you asap. In response, and in light of the request you made for me to not contact you at work (school), I called your other work # (realty office) and left a message on the machine. I told the machine I'd be home after 9:00 P.M. that night to receive calls. I was home that evening and never got a call from you. It's now late Saturday night and I still haven't heard from you, in response to my call left on your machine. I don't like to be left hanging around awaiting your call for some unknown reason.

When we first met at the "D" St. house to discuss renting, I was on time and you were 1/2 hour late. I didn't get upset or put a "guilt trip" on you. I remained friendly & flexible. Would you have done the same if I would have kept you waiting?

I have not set foot in the apartment since Oct. 1, when you showed me the residence and I have not moved in a single belonging

15155 4/21/2003 08020

of mine.

Tomorrow (OCT. 9, SUNDAY) I will mail this letter to you at the main post office on Pine, and I'll tape a copy on your realty office door.

I suggest that you immediately place the apartment up for rent. As you know, it was empty for several weeks prior to my meeting with you on OCT. 1 and it may have remained unrented to this day were it not for me attempting to rent it.

I HEREBY REQUEST THE FOLLOWING RESOLUTION (which I view as to your advantage and my disadvantage):

$$\begin{array}{r}
 1) \text{ MONEY GIVEN YOU BY ME - } \$250 \text{ DEPOSIT} \\
 \quad \quad \quad - \quad 450 \text{ OCT. RENT} \\
 \quad \quad \quad \hline
 \quad \quad \quad \$700
 \end{array}$$

$$2) \text{ AMOUNT OF RENT PER DAY - } \$450 / 30 = \$15$$

$$3) \text{ NUMBER OF DAYS RENTED - } 8$$

[OCT 1, 2, 3, 4, 5, 6, 7, 8]

15155 4221/2003 2002

4) PER DAY (\$15) x NO. OF DAYS (8) - \$15 x 8 = \$120

5) RESOLUTION

\$700

- 120

\$580 YOU OWE ME

I'd appreciate prompt reimbursement, in that I need the funds to rent another apartment. Please mail it to 16916 PARK AVE. SOUTH SPANAWAY, WA 98387

I cannot rent from a person who hides their daytime place of employment from me. What if a fire occurs or a water leakage happens, etc.? I couldn't wait until night time to notify you, and it's beyond me why you would want this. It seems that prudence, common sense and sound judgment would encourage you to encourage your renters to contact you during the daytime for awareness sake and action relative to "urgent" conditions which may arise.

Rhetorically speaking, why do you think you have the "right" to call me at work (a public school) and yet request that I not

15155 4/21/2003 06030

call you at work (a public school)?

By your own admission in our Oct. 5 (Wed.) phone conversation, you indicated that you deliberately hid your place of daytime employment from me so that I couldn't locate you. All you had to do was to sincerely tell me that you worked at Lockburn but didn't want any calls there unless "urgent" conditions arose. I would have honored that request without hesitation. Instead, after I wanted to leave the rent \$ you call me at work and are hostile + demanding, as if I was a mind reader in supposedly knowing that you didn't want calls from me to your school.

It's my expectation that your response to this letter will be one of hostility and the attitude that you are "right!"

I don't want to be right or wrong; very simply, I don't want to rent from you and have given you \$120 without setting foot in the apartment. I think this is fair to you. I hope you can see my perspective and quickly return my funds.

15155 4/21/2023 88831

I hope it doesn't come to pass, but I will file a claim/request with "small claims court" if my funds are not returned promptly.

I STRONGLY URGE YOU TO PLACE THE "FOR RENT" SIGNS UP IMMEDIATELY.

If this situation does end up (due to your actions) in court, I would hope that the judge will note that I have clearly informed you of desires and HIGHLY RECOMMENDED that you place the residence for rent immediately. Being aware of the story you told me of how you literally threw out your last renter, it's my fear/expectation that you won't wish to end our situation in a cooperative manner and that you will try to "drain" me in some way. Remember, you aren't losing any money and I'm out \$120. Also, I didn't use any utilities.

I have rights and expectations as a prospective renter to landlord cooperative and timely communication.

Sincerely, Gary

MCCUTCHAN

15155 4/21/2003 0803Z

Ex 3

4609 South 66th Street
Tacoma, WA 98499
October 12, 1988

Gary McCutchan
16916 Park Avenue South
Spanaway, WA 98387

Dear Gary:

I am in receipt of your letter of Oct. 8, 1988. I am sorry I did not get back to you this week-end but my brother arrived here from the East Coast Friday afternoon and I was not in town for the week-end and therefore did not get your messages until this morning.

Your letter indicates your wish to terminate your rental agreement. I can advertize the apartment for rent as soon as possible and I will refund any amount which would cover the period for which you have rented the apartment as of the date the new renter moves into the apartment.

Your deposit amount in as stated in the Rental Agreement: Non-refundable if the terms of the rental agreement are not fulfilled.

Please contact me at my home phone at 588-3691 if you would like to discuss this matter any further. *Rec.*

You are legally responsible for the payment of rent for the rental period you agreeded to b. law and I would hope you consult legal advise before you make yourddiscision.

I am sincerely sorry if I personally upset you by asking you not to call my at my place of employment or my personal home. I try to keep my personal and employment life seperate but I did not mean to hurt your feeling or be unkind of hurtful to you.

Sincerely,
Debra Collins
Debra Collins

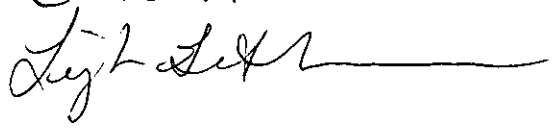
15155 4/21/2003 88633

EX 4

April 24, 1989

To whom it may concern,
We have been tenants at 410 N. 'D'. Street since May of 1988. Debra Collins as our 'land lady' has never once entered the house without our permission nor has she responded unacceptably to any of our requests. Upon every occasion where we have needed repairs or assistance, she has replied responsibly and with in a reasonable amount of time. We will be moving out in June however, due to the fact that we are graduating from the University of Puget Sound and are not residents of Tacoma.

Sincerely, the residents of 410 N. D. Street.

ELLEN V. RASMUSSEN


Jean Springer
Notary Public
5/4/89

15155 4/21/2003 00034

Debra-

all received copies of this letter 4/25/89. ERS
from Gary pleading for help. I just thought you'd be
interested. I have no intention of publishing this.

Dear Liz, Leigh and Ellen, I plan
to write you a letter

Ms Collins "gotter to you" yet. I bet she has
asked you to leave us
alone - that's all getting

In short - Thank you for talking with me, even
though I don't know you nor you me. You may
recall, I'm a single man with two children, Tay
(age 6) and Chris (age 5); and since leaving graduate
school in 1975 in California I've been employed as
a school psychologist. I'm an honest, simple, humble
person who needs your help in dealing with what
I've come to know as a person (NAMELY, DEBRA COLLINS)
who is unfairly manipulative, dishonest, strange, pervasive
angry, troubled, and greedy.

I paid \$700 (OCT 3) (\$450 RENT FOR OCT, 89 + 250 SECURITY DEPOSIT) to
Collins on Oct 13, 1988. I never lived in the apartment and
never moved in anything or used any utilities. Collins
promised to make several repairs (i.e., REPLACE STOVE, FIX INTERCOM, ETC.)
within a few days. She never made any repairs even after
I left several reminders on her machine. She, in fact, never return-
ed any of my calls about the repairs, but she did call me at

88835
21-28
15125

(2)

Stadium High School three times from 10-4 thru 10-7. In these calls she complained extensively that I had come to her school on Oct 3 to deliver the \$450 rent fee. Since the rent was, as we agreed on Oct 1, to be paid at her real estate office at 4:00 on Oct 3, and she didn't show up for our agreed upon meeting, I went to the place of her employment and left a check (\$450) for her. Her calls were hostile and she demanded that I NEVER visit her work place (school) or call her at school. I was shocked because she had never told me to refrain from calling her at work; + she called 3 times instead of once, and she was "bothering" me at work but said I couldn't contact her at work - a double standard. She refused to talk about the needed repairs and actually hung up on me once while I was calm + polite. On OCT 8 (Saturday) I went to the apartment and found that the items had not been repaired; I had rented a truck and planned to move in the next day, OCT 9 (Sunday). Due to my children + I needing to cook + not having a stove and Debra's totally hostile and uncommunicative manner, I called her office Saturday afternoon and left a message [she wasn't around] that I no longer want the apartment and she could keep a couple hundred dollars, find a new renter and send me back \$500 of my \$700 I gave her.

To date I've received nothing back, not even my \$250 security

151-6836
4/21/2008

deposit and now we (at the request of Collins) are
 due to go to court on MAY 5. She is now asking
 the court to order me to pay her another \$900
 (2 months additional rent - NOV + DEC). This makes a total
 of \$1600 and I never set foot in the apartment.
 I gave her 20 notice (on Oct 8) and she accepted
 it / acknowledged receipt of it on 10-10-88 in a
 letter I have from her. Her current claim is
 that she didn't get another renter in for 2 MONTHS
 after I gave notice and that ~~she~~ she should therefore pay
 the \$900. IN FACT, she did have a renter in on about
 OCT. 15. She admitted this to me after a mediation
 hearing recently at the court house, where she lied to
 the mediator I requested hear the case/my complaint. After
 we left the mediation room she told me that she had in
 fact had a renter in about 10-15 but that she would not
 tell this to the court/mediator because she was "going
 to take me for all I've got!" This woman is weird,
 by any standards. She even denied that the stove was
 defective, even though I have a "legal" statement (NOTARIZED)
 from Bonnie, which I found after much effort and "convinced" to
 go with me to a bank and put down "the TRUTH that

151553
 88033

the stove had blown up & was defective when Bonnie "left."

MY CASE hinges on whether a renter was in about OCT 15.

Collins denies it ^{TO COURT}. I came by the apartment several nights by car and observed somebody living in the place in mid Oct and Collins told me she had someone in there. DO you know how I can find this person, her name, or where she works?

This COLLINS "needs" to be "put in her place." Collins, you mentioned that you (& I guess your roommate) will be moving out very soon. I NEED YOUR HELP! All you need to do is write out a few sentences & sign. You won't even have to go to a notary. All you need to do is place a "legal statement" [which I will provide further down] on your sheet of paper. By the way, I came by your place a few days ago FROM to talk with you and Collins was moving the lawn, so I avoided visiting.

Please join me in trying to gain a "victory" for decency and truth against a insincere creep who has loads of money, and for a sincere man with two children to raise on a relatively low salary. If the situation were reversed, I would not hesitate to speak the truth on your behalf.

I've enclosed several sheets for you use and typed "the legal statement" which will suffice - so that a notary isn't necessary and you won't be inconvenienced. I've also included self-addressed, stamped envelopes. Each if you could write a few lines relative to the date you recall someone moving in or you could combine all your signatures on one sheet.

Please call me at Stadium, Bryant or the Central Administration Building (596-1054) if I can answer any questions or help in anyway!

I'm sending this letter to each of you in the event one of you is away over the next couple of days and the envelope isn't opened.

Again, I don't want to lose \$1600. to a totally dishonest person who doesn't deserve it in any way. That's my whole check for one month. I have little savings and couldn't pay the rent where I am if I am unfairly made to pay, due to lies & greed and fear. Also, when we left court last Friday, Collins said she was going to get you to sign a statement for her defense, and that you had already agreed to do it. I find this hard to believe. You seemed like honest individuals. Are you actually afraid of Collins? Thanks for listening.
 Best Wishes. Have a Good Life. GARY. P.S. I WON'T TELL COLLINS OF YOUR STATEMENTS UNTIL 5589

58833 2883 8883 1585
 "CALLING COLLINS RIDDING T-SCAL-ERIES-FAITH"

SAMPLE

TO WHOM IT MAY CONCERN,

I am a current and have been a renter of an apartment at 410 Ave. "D" since April, 1988. The upstairs apartment at 410 Ave "D" was rented during ~~the~~ the end of Oct., Nov. & Dec., 1988. This is the same apartment which Mr. Cuthan rented from the landlord on Oct 1, 1988. The renter was a woman.

(Please list her name if you recall it)

I HEREBY CERTIFY AND DECLARE UNDER PENALTY AND PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON, THAT THE FOREGOING IS TRUE AND CORRECT. DATED AT TACOMA, WASHINGTON, THIS _____ DAY OF APRIL, 1989.

RESIDENTIAL RENTAL AGREEMENT AND SECURITY DEPOSIT RECEIPT

Ex 6

THIS INDENTURE, made this 25 day of October, 1988, between

DEBRA A. COLLINS

Lisa Duval

and Lisa Duval, hereinafter designated the Landlord, hereinafter designated the Tenant(s),

WITNESSETH: That the said Landlord does by these presents rent the residence situated at

410 North D Steet Apt. B in Tacoma City

Pierce County, WA State, of

which the real estate is described as follows:

Paid \$200.0 deposit 10/25/88
November less 2 days rent-at \$9.00 per day Rent total \$257.00
Keys at 7p.m. Wednesday Nov. 2, 1988

NOTE: Please DO NOT PLACE TAMPAX IN TOILET.
upon the following terms and conditions:

1. Term: The premises are rented for a term of 6 month(s), commencing the 2 day of November 1988, and terminating on the 31 day of April 1989

2. Rent: The Tenant shall pay rent in the amount of \$ Two-hundred and seventy-five.00 per month for the above premises on the 1 day of each month in advance to Landlord. \$5.00 per/day late fee

3. Utilities: Tenant shall pay for service and utilities supplied to the premises, except Utilities included which will be furnished by Landlord

4. Sublet: The Tenant agrees not to sublet said premises nor assign this agreement nor any part thereof without the prior written consent of Landlord.

5. Tenant's Obligations:

- (1) To keep said premises in a clean and sanitary condition;
(2) To properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by Tenant;
(3) To properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances;
(4) To not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, their appurtenances, facilities, equipment, furniture, furnishings, and appliances, nor to permit any member of his family, invitee, licensee or other person acting under his control to do so;
(5) Not to permit a nuisance or common waste.

6. Maintenance of Premises: Tenant agrees to mow and water the grass and lawn, and keep the grass, lawn, flowers and shrubbery thereon in good order and condition, and to keep the sidewalk surrounding said premises free and clear of all obstructions; to replace in a neat and workmanlike manner all glass and doors broken during occupancy thereof; to use due precaution against freezing of water or waste pipes and stoppage of same in and about said premises and that in case water or waste pipes are frozen or become clogged by reason of neglect of Tenant, the Tenant shall repair the same at his own expense as well as all damage caused thereby.

7. Alterations: Tenant agrees not to make alterations or do or cause to be done any painting or wallpapering to said premises without the prior written consent of Landlord.

8. Use of Premises: Tenant shall not use said premises for any purpose other than that of a residence and shall not use said premises or any part thereof for any illegal purpose. Tenant agrees to conform to municipal, county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises. Landlord shall maintain the premises in substantial conformance with all applicable provisions of municipal, county and state codes, statutes, ordinances and regulations governing maintenance or operation of such premises

9. Landlord's Obligations: Landlord shall:

- (1) Immediately notify tenant, by certified mail or updated posting, of any changes as to the person or address of the Landlord;
(2) Maintain all structural components in good repair;
(3) Keep common areas reasonably clean and safe from defects increasing the hazards of fire or accident;
(4) Provide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy, provided however, that landlord shall not be held responsible where infestation is caused by the tenant;
(5) Maintain all electrical, plumbing, heating and other facilities and appliances supplied by him in reasonably good working order.

10. Access: Landlord shall have the right to place and maintain "for rent" signs in a conspicuous place on said premises for thirty days prior to the vacation of said premises. Landlord reserves the right of access to the premises for the purpose of:

- (1) Inspection;
(2) Repairs, alterations or improvements;
(3) To supply services; or
(4) To exhibit or display the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

Access shall be at reasonable times except in case of emergency or abandonment.

11. Surrender of Premises: In the event of default in payment of any installment of rent or at the expiration of said term of this agreement, Tenant will quit and surrender the said premises to Landlord. If this agreement is for an indefinite time, termination shall be by written notice of at least twenty days, preceding the end of any such monthly rental period, given by either party to the other.

12. Costs and Attorney's Fees: If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this agreement, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this agreement may be in the county in which the premises are situated.

13. Security and Damage Deposit: The Tenant has deposited the sum of \$ 200.00, receipt of which is hereby acknowledged, which sum shall be deposited by Landlord in a trust account with Educational Employee Credit Union bank, savings and loan association or licensed agency, Pearl Street Tacoma branch, whose address is

All or a portion of such deposit may be retained by Landlord and a refund of any portion of such deposit is conditioned as follows:

- (1) Tenant shall fully perform obligations hereunder and those pursuant to Chapter 59.10 Revised Code of Washington, or as such may be subsequently amended;
(2) Tenant shall occupy said premises for term agreed to above;
(3) Tenant shall clean, repair and restore said residence and return the same to Landlord in its initial condition, except for reasonable wear and tear, upon the termination of this tenancy and vacation of residence;
(4) Tenant shall surrender to Landlord the keys to premises;
(5) A portion of the aforementioned deposit is not to be retained by the landlord as a non-refundable cleaning fee in the amount of \$ 50.00. Any refund from deposit, as by itemized statement shown to be due to Tenant, shall be returned to Tenant within fourteen (14) days after termination of this tenancy and vacation of the premises.

14. Additional Terms: If any, attached hereto or on the reverse side hereof, are made a part of this agreement by reference and are described as follows:

RENT TO THE ABOVE MENTIONED PERSONS ONLY.

(If this agreement is for over one (1) year, an acknowledgement by the Landlord/Lessor must be attached.)

IN WITNESS WHEREOF, the Tenant(s) and Landlord, or this agent, each hereunto sets his hand.

Debra A. Collins (Landlord signature)

Debra A. Collins (Landlord name)

4609 South 66th Street

ADDRESS

Tacoma, WA 98409

Phone 475-0331

Lisa Duval (Tenant signature)

Lisa Duval (Tenant name)

572-9500 Work phone

Work phone

Emergency person to contact

Marla Miller 759-2112

NAME

Phone

47212883 88841 15155

DEBRA COLLINS
Broker



Residential, Commercial, Property Management

(206) 475-0331 4609 S. 66th
Tacoma, WA 98409

\$ _____ 355
CHECK HERE IF TAX DEDUCTIBLE ITEM

OCT 2 88

DEBRA COLLINS
FOUR-HUNDRED FIFTY

BAL. FOR'D	
THIS PAYMENT	450 ⁰⁰
BALANCE	
OTHER	
BAL. FOR'D	

⑆325162946⑆ 789200048039⑈ 0355 NOT NEGOTIABLE

15155 4/21/2003 00042

EXA

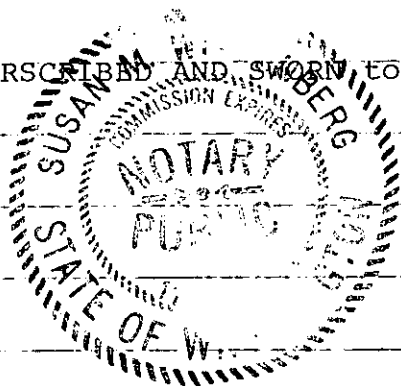
Feb 3, 1989

To whom it may concern -

I was a tenant of 410 North D Apt C. The intercom never worked, only static. The stove caught on fire in the back. It was never fixed upon my leaving in late July early August. Miss Collins was very hostile, to the point of nearly assaulting me in front of my daughter. She used her key on 2 occasions that I witnessed to enter illegally mine and the neighbor apt while at work. Asked her on message machine to fix needed repair - was never able to get her to come by.

Bonnie A Wingard

SUBSCRIBED AND SWORN to before me this 3rd day of February, 1989



Susan M Wittberg
NOTARY PUBLIC in and for the State
of Washington, residing at Tacoma.
My commission expires 11-1-92.

15155 4/21/2883 88843

Ex B

TO WHOM IT MAY CONCERN,

I observed a female living in the upstairs apartment at 410 Ave. "D"
on October 15 and 16, 1988. I saw this woman moving furniture and belongings
into the apartment.

I hereby certify and declare under penalty and perjury under the laws
of the State of Washington, that the foregoing is true and correct.
Dated at Tacoma, Washington, this 9th day of April, 1989.

Ronald G. Carlson
Signature

15155 4/21/2883 88844

4609 South 66th Street
Tacoma, WA 98499
October 12, 1988

POSTMARKED
OCT 19 1988

DEC 16 1:00 P.M.
Calendar

EXC

Gary McCutchan
16916 Park Avenue South
Spanaway, WA 98387

VERSES

Dear Gary:

I am in receipt of your letter of Oct. 8, 1988. I am sorry I did not get back to you this week-end but my brother arrived here from the East Coast Friday afternoon and I was not in town for the week-end and therefore did not get your messages until this morning.

MONDAY

Your letter indicates your wish to terminate your rental agreement. I can advertize the apartment for rent as soon as possible and I will refund any amount which would cover the period for which you have rented the apartment as of the date the new renter moves into the apartment.

Your deposit amount in as stated in the Rental Agreement: Non-refundable if the terms of the rental agreement are not fulfilled.

Please contact me at my home phone at 588-3691 if you would like to discuss this matter any further.

You are legally responsible for the payment of rent for the rental period you agreeded to by law and I would hope you consult legal advise before you make your discision.

I am sincerely sorry if I personally upset you by asking you not to call my at my place of employment or my personal home. I try to keep my personal and employment life seperate but I did not mean to hurt your feeling or be unkind of hurtful to you.

Sincerely,

Debra Collins

Debra Collins

STOVE NOT
FUNCTIONAL

NOW OFFER
HOME #

*

15155 4/21/2003 88045

Ex D

ABC/LEGAL MESSENGERS INC.
943 Tacoma Avenue South
Tacoma, WA 98402

RECEIPT Date 4-11 1989 5920

Received From Gary McCutchan
Address 520 N Yakima Tacoma 98403

Dollars \$ 20⁰⁰

For Debra Collins 4609 S. 66th Tacoma

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	<u>20 00</u>
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

470010

By Edna G. Baldwin

8K808 REDIFORM

ABC/LEGAL MESSENGERS INC.
943 Tacoma Avenue South
Tacoma, WA 98402

RECEIPT Date 5-2 1989 5955

Received From Gary McCutchan - 520
Address No. Yakima Ave. Jac.

Dollars \$ 30⁰⁰

For Leigh Bethmann, Ellen Rasmussen
43 Clinton - 40 Ave. D Jac. Subpoena

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	<u>30⁰⁰</u>
BALANCE DUE		MONEY ORDER	

468098

By Sally B.

8K808 REDIFORM

LAST NAME McCutchan FIRST Gary FILE / RECEIPT NO. 3598828

THANK YOU FOR COMING TO

HYATT LEGAL SERVICES

TOTAL	<input checked="" type="checkbox"/> CASH	<input type="checkbox"/> CHECK	BALANCE DUE	DATE	INITIALS
<u>20.00</u>	<input checked="" type="checkbox"/> M.O.	<input type="checkbox"/>	<u>-0-</u>	<u>4-24-89</u>	<u>RG</u>

©HYATT LEGAL SERVICES, 1988

Re: Collins vs McCutchan

CLIENT COPY

15155 4/21/2003 00046

Law Offices of

MERRILL, IMLER, McGOVERN & ROCKWELL

Thomas Merrill
Kyle Imler
Steven McGovern
Tracey Rockwell

April 24, 1989

Gary McCutchan
520 N. Yakima Ave.
Tacoma, WA 98403

RE: Collins vs. M

Dear Mr. McCutchan:

Enclosed please find the receipt in the amount of \$15.00 for your appointment with Steve McGovern through the Pierce County Lawyer Referral Service on the 10th day of April 1989. If you need more than this receipt, please contact the Pierce County Lawyer Referral Service at 383-3432.

Very truly yours,

Teresa J. Williams

Teresa J. Williams
Secy to Steven E. McGovern
Attorney at Law

Enclosure

DATE <u>4-10</u> 19 <u>89</u> NO. <u>8306</u>	
RECEIVED OF <u>Gary McCutchan</u>	
ADDRESS <u>520 N. Yakima, Tacoma 98403</u>	
FOR <u>Collins vs. McCutchan</u> \$ <u>15.00</u>	
HOW PAID <u>15.00</u>	BALANCE DUE <u>0</u>
BY <u>Teresa J. Williams</u>	
BL820 REDIFORM	

Law Offices of

MERRILL, IMLER, McGOVERN & ROCKWELL

STEVEN McGOVERN

2201 N 30th Street Tacoma, WA 98403
(206) 627-4040

15155 4/21/2003-8281

TACOMA-PIERCE COUNTY LAWYER REFERRAL SERVICE
930 Tacoma Avenue So. Room 535
Tacoma WA 98402
383-3432

CASE NUMBER 1902

CLIENT:

Gary McCutbhan
520 North Yakima
Tacoma, WA 98403
627-6165

DATE: April 4, 1989

IN PERSON: _____

BY PHONE: X

CLIENT LEARNED OF LRS FROM: _____

TYPE OF CASE: 12

DATE OF APPOINTMENT: 4/10/89

TIME OF APPOINTMENT: 4:00 p.m.

ATTORNEY:

Steve E. McGovern
2201 North 30th Street
Tacoma, WA 98403
827-4040

If you cannot keep this appointment for some reason, please call the attorneys office and reschedule or cancel. Please remember to take \$15.00 in check, money order or cash with you.. Arrangements for any additional services are subject to discussion and agreement between you and the attorney.

The Tacoma-Pierce County Bar Association has provided the name, address and phone number of an attorney who has indicated he/she is licensed to practice law in the State of Washington. The list of available attorneys is established once per year. The attorneys indicate areas in which they practice law. The Tacoma-Pierce County Bar Association does no independent investigation into the attorneys qualifications and, therefore, makes no representations as to the individual attorneys knowledge or experience. Inquiries as to the experience and background of an attorney should be made directly by you.

Dear _____

We have referred to you the named client for consultation, in accordance with the rules of the Tacoma-Pierce County Lawyer Referral Service. He/she has been informed of the time of the appointment. If a different time is necessary, a prompt appointment is highly desirable. Within 10 days from the date of this referral or the consultation, whichever occurs first, please complete and return the yellow copy of this form with the client's \$15.00 check, money order or cash. Your answers to the questions below will be confidential. The pink copy of this form is for your records. Thank you.

1. Did client make and keep appointment? Yes X
No _____

2. Type of matter involved?
Small claims/landlord/tenant

3. Are further legal services required? Yes _____
Maybe _____
No X

4. Estimate of any additional fee:
None X Under \$100.00 _____
\$100-250 _____ \$250-500 _____
Over \$500 _____

15155 4/21/2003 00040

VOL 4 26 MAY 03 1989

FILED
DEPT. 9
IN OPEN COURT
MAY - 5 1989
Pierce County Clerk
By: _____
DEPUTY

VOL-426 PAGE 359

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

AMERICAN CASUALTY COMPANY OF)
READING PENNSYLVANIA, a)
Pennsylvania corporation,)
Plaintiff,)

vs.)

IRA GABRIELSON and CAROL)
GABRIELSON, husband and wife;)
DONALD LEE BARNETT and)
BARBARA BARNETT, husband and)
wife; COMMUNITY CHAPEL and)
BIBLE TRAINING CENTER, a)
Washington corporation,)
Defendants.)

No. 88-2-00947-9

JUDGMENT UPON SUMMARY
JUDGMENT ORDER

— NOTICE —

This document is not in compliance with
RCW 4.64.030 and has been posted to
the Judgment Docket at the Clerk's
discretion.

Retra to attorney.....5-9-89

Judgment Summary posted.....

I. ORDER

1.1 An ORDER GRANTING JOINT MOTION RE: COVERAGE FOR CHURCH
ENTITY was entered herein on April 28, 1989 setting forth that
there was no genuine issue as to any material fact upon coverage
for the Community Chapel and Bible Training Center for the claims
made and judgment entered on November 23, 1988 in Pierce County
cause number 86-2-02792-6 and that there is no just reason for
delay upon entry of judgment.

II. UNDERLYING JUDGMENT

1.2 Judgment was entered on November 23, 1988 in Pierce County
cause number 86-2-02792-6 in favor of judgment creditors, Ira and

JUDGMENT : 1
1500\4857\JUD

Evans, Craven & Lackie, P.S.

LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE
SEATTLE, WASHINGTON 98104

(206) 386-5555

89 9 02853 0

ENTERED
JUDGMENT #.....

51988 88821221 55151

1 Carol Gabrielson, against judgment debtors, Jack McDonald,
2 Community Chapel and Bible Training Center of Tacoma, and
3 Community Chapel and Bible Training Center, in the amount of
4 \$147,988.91.
5

6 III. ADJUDICATION
7


8 On the basis of the foregoing order and underlying judgment,
9 it is adjudged:

10 3.1 Money. Defendants are awarded judgment against plaintiff
11 in the amount of \$147,988.91.
12


13 3.2 Interest. Defendants are awarded interest from the date of
14 entry of judgment in Pierce County cause number 86-2-02792-6:
15 November 23, 1988.
16

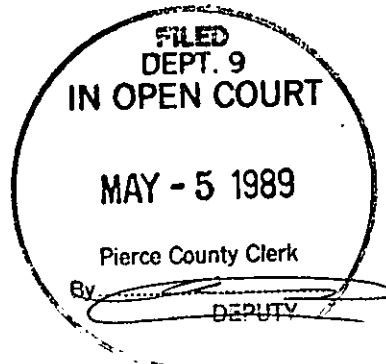
17 3.3 Costs. Defendants shall have their costs herein.
18

19 DATED this 5 day of ^{May} ~~April~~, 1989.
20

21 
22 HONORABLE J. KELLEY ARNOLD

23 Presented by:
24 EVANS, CRAVEN & LACKIE, P.S.
25

26 By 
27 TIM DONALDSON
28 Attorneys for Defendants
29 Barnett
30



31 JUDGMENT : 2
32 1500\4857\JUD

33 *Evans, Craven & Lackie, P.S.*

LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE
SEATTLE, WASHINGTON 98104

(206) 386-5555

95000 0002/12/8 08050



PIERCE COUNTY

CLERK OF SUPERIOR COURT
930 Tacoma Avenue South, Room 110
Tacoma, Washington 98402-2170



TED RUTT
Clerk of Superior Court

MAY 9, 1989

EVANS CRAVEN AND LACKIE
SUITE 3100 COLUMBIA CTR
701 5TH AVE
SEATTLE, WA. 98104

Dear Sir/Madam:

RE: Noncompliance with RCW 4.64.030, Judgment Summaries
Pierce County Cause # 88-2-00947-9

This is to inform you that the document entered with the Superior Court on 5-5-89 does not comply with the above referenced statute in that it does not contain, nor is it accompanied by, a judgment summary. The document has been docketed by the Clerk at his discretion and interpretation in the Judgment Docket of the Superior Court.

To ensure proper entry of the document in question, please file a judgment summary as provided for in the above statute with the judgment clerk as soon as possible. A sample form of summary is enclosed for your use and/or information.

Your prompt attention to this matter would be appreciated.

Sincerely,

TED RUTT
Clerk of Superior Court

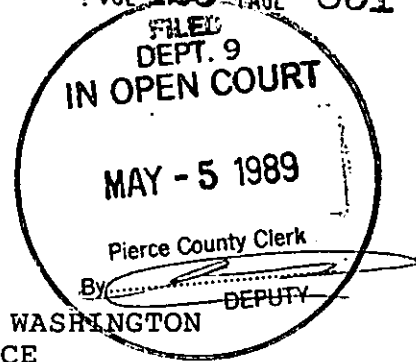
By _____
Deputy Clerk

Enclosure

cc: file

4

5 MAY 05 1989



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

AMERICAN CASUALTY COMPANY OF)
READING PENNSYLVANIA, a)
Pennsylvania corporation,)
Plaintiff,)

No. 88-2-00947-9

vs.)

ORDER GRANTING & DENYING
DEFENDANTS BARNETTS'
MOTION TO REVISE
SUMMARY JUDGMENT
ORDERS

IRA GABRIELSON and CAROL)
GABRIELSON, husband and wife;)
DONALD LEE BARNETT and)
BARBARA BARNETT, husband and)
wife; COMMUNITY CHAPEL and)
BIBLE TRAINING CENTER, a)
Washington corporation,)
Defendants.)

I. HEARING

1.1 Date. April 10, 1989.

1.2 Purpose. To consider DEFENDANT BARNETTS' MOTION TO REVISE SUMMARY JUDGMENT ORDERS TO SUPPLEMENT RECORD.

1.3 Appearances. Defendants Barnett appeared through their attorneys Evans, Craven & Lackie, P.S. by Tim Donaldson. Defendant Community Chapel and Bible Training Center appeared through its attorney John Glassman. Defendants Gabrielson appeared through their attorneys Rush, Hannula and Harkins by Harold T. Dodge. Plaintiff appeared through its attorneys Lane, Powell, Moss & Miller by Bruce Winchell. St. Paul Fire & Marine

ORDER REVISING
SUMMARY JUDGMENT: 1
1500\4957\56

Evans, Craven & Lackie, P.S.

LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE
SEATTLE, WASHINGTON 98104

(206) 386-5555

15155 4/21/2003 00052

1 appeared through its attorney Don Gulliford.

2 1.4 Evidence. The AFFIDAVIT OF TIM DONALDSON IN SUPPORT OF
3 MOTION TO REVISE SUMMARY JUDGMENT ORDERS, and the records and
4 files herein, specifically including this Court's Summary
5 Judgment Orders entered on November 18, 1988, December 9, 1988,
6 and February 3, 1989.
7
8

9 II. ORDER

10 After hearing the arguments of counsel and being otherwise
11 fully advised in the premises, IT IS ORDERED:
12

13 2.1 This Court's Summary Judgment Order of November 18,
14 1988 is revised to include the AFFIDAVIT OF TIM DONALDSON IN
15 SUPPORT OF MOTION TO REVISE SUMMARY JUDGMENT ORDERS as evidence
16 considered therein.
17

18 2.2 This Court's Summary Judgment Order of November 18,
19 1988 is revised to include BARNETT SUPPLEMENTAL BRIEF IN SUPPORT
20 OF GABRIELSON MOTION FOR SUMMARY JUDGMENT as authority considered
21 therein.
22

23 2.3 Defendant Barnetts motion to revise this Court's
24 Summary Judgment Orders of December 9, 1988 and February 3, 1989
25 to include BARNETT SUPPLEMENTAL OPPOSITION BRIEF TO SUMMARY
26 JUDGMENT RE: BODILY INJURY as authority considered therein and
27 the AFFIDAVIT OF TIM DONALDSON IN SUPPORT OF MOTION TO REVISE
28
29
30

31 ORDER REVISING
32 SUMMARY JUDGMENT: 2
1500\4957\56

Evans, Craven & Lackie, P.S.

LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE
SEATTLE, WASHINGTON 98104

(206) 386-5555

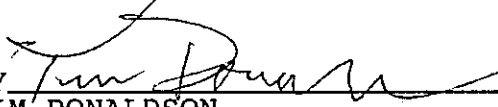
15153 4/21/2005 08053

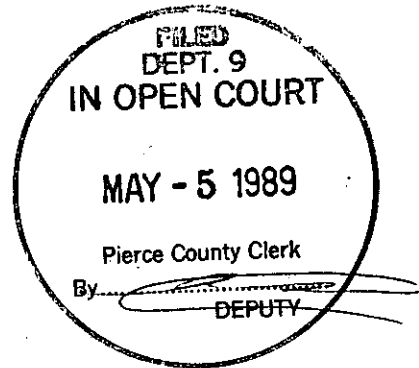
SUMMARY JUDGMENT ORDERS as evidence considered therein is DENIED.

DATED this 5 day of ^{May}~~April~~, 1989.


HONORABLE J. KELLEY ARNOLD

Presented by:
EVANS, CRAVEN & LACKIE, P.S.

By 
TIM DONALDSON
Attorneys for Defendants
Barnett



ORDER REVISING
SUMMARY JUDGMENT: 3
1500\4957\56

Evans, Craven & Lackie, P.S.

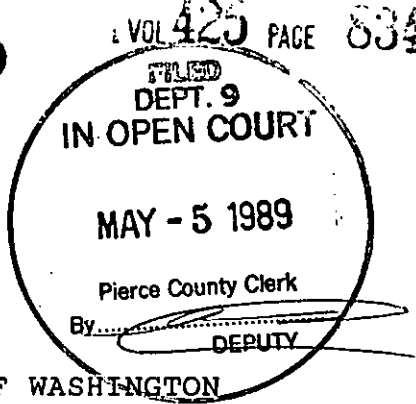
LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE
SEATTLE, WASHINGTON 98104

(206) 386-5555

15155 472172009 00054

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5 MAY 05 1989

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

AMERICAN CASUALTY COMPANY OF)
READING PENNSYLVANIA, a)
Pennsylvania corporation,)
)
Plaintiff,)
)
vs.)
)
IRA GABRIELSON and CAROL)
GABRIELSON, husband and wife;)
DONALD LEE BARNETT and)
BARBARA BARNETT, husband and)
wife; COMMUNITY CHAPEL and)
BIBLE TRAINING CENTER, a)
Washington corporation,)
)
Defendants.)

No. 88-2-00947-9

ORDER GRANTING JOINT
MOTION RE: COVERAGE
FOR CHURCH ENTITY

I. HEARING

- 1.1 Date. April 10, 1989.
- 1.2 Purpose. To consider DEFENDANTS JOINT MOTION RE: COVERAGE FOR CHURCH ENTITY and plaintiff's countermotion for summary judgment or alternatively for continuance.
- 1.3 Appearances. Defendants Barnett appeared through their attorneys Evans, Craven & Lackie, P.S. by Tim Donaldson. Defendant Community Chapel and Bible Training Center appeared through its attorney John Glassman. Defendants Gabrielson appeared through their attorneys Rush, Hannula and Harkins by Harold T. Dodge. Plaintiff appeared through its attorneys Lane,

SUMMARY JUDGMENT
ORDER : 1
1500\4857\SJO

Evans, Craven & Lackie, P.S.

LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE
SEATTLE, WASHINGTON 98104

(206) 386-5555

15155 1721/2003 00055

Powell, Moss & Miller by Bruce Winchell. St. Paul Fire & Marine appeared through its attorney Don Gulliford.

1.4 Evidence. The following materials, exhibits, and attachments thereto: The AFFIDAVIT OF BRUCE WINCHELL filed herein on March 30, 1988; the AFFIDAVIT OF DON BARNETT filed herein on August 30, 1988; the deposition of Jack L. McDonald excerpts of which are attached to both the affidavit of Tim Donaldson annexed to DEFENDANTS JOINT MOTION RE: COVERAGE FOR CHURCH ENTITY and the affidavit of Tim Donaldson annexed to DEFENDANT BARNETTS REPLY BRIEF FOR SUMMARY JUDGMENT; the complaint, judgment on jury verdict, and verdict form in Pierce County cause number 86-2-02792-6 certified copies of which are attached to the affidavit of Tim Donaldson annexed to DEFENDANTS JOINT MOTION RE: COVERAGE FOR CHURCH ENTITY; the affidavits of Jack DuBois, E. Scott Hartley, Don Barnett, and Carol Gabrielson in support of this motion; the AFFIDAVIT OF TIM DONALDSON IN SUPPORT OF MOTION TO REVISE SUMMARY JUDGMENT ORDERS; AFFIDAVIT OF BRUCE WINCHELL REGARDING SUMMARY JUDGMENT EXHIBITS; AFFIDAVIT OF COLEEN D. THOMPSON regarding Alberts deposition; AFFIDAVIT OF COLEEN D. THOMPSON attaching Alberts deposition; the DECLARATION OF ROBERT J. ROHAN IN OPPOSITION TO AMERICAN CASUALTY'S MOTION FOR DELAY OF TRIAL DATE; AFFIDAVIT OF BRUCE WINCHELL regarding

SUMMARY JUDGMENT
ORDER : 2
1500\4857\SJO

Evans, Craven & Luckie, P.S.

LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE
SEATTLE, WASHINGTON 98104

(206) 386-5555

15155 4721-2003-00050

1 video tapes; DECLARATION OF ROBERT J. ROHAN IN OPPOSITION TO
2 COLEEN THOMPSON'S AFFIDAVIT; AFFIDAVIT OF COLEEN D. THOMPSON
3 REGARDING SUMMARY JUDGMENT EXHIBITS; the AFFIDAVIT OF PHILIP G.
4 LINDSAY, M.D. filed herein on April 8, 1988; plaintiff's amended
5 complaint filed herein on March 25, 1988 and materials considered
6 in connection with this court's Summary Judgment Orders entered
7 herein on November 18, 1988, December 9, 1988, and February 3,
8 1989; and the stipulation of the parties through their counsel
9 that none of the directors of the Community Chapel and Bible
10 Training Center of Burien were aware of the relationship between
11 Jack McDonald and Carol Gabrielson during the time in which the
12 sexual relationship was ongoing.

13
14
15
16
17 1.5 Authorities Considered. CR 56, CR 54(b), Pierce County
18 Local Rule 10, authorities contained in DEFENDANTS' JOINT BRIEF
19 IN SUPPORT OF JOINT MOTION FOR SUMMARY JUDGMENT UPON COVERAGE FOR
20 CHURCH ENTITY, authorities contained in BARNETT SUPPLEMENTAL
21 OPPOSITION BRIEF TO SUMMARY JUDGMENT RE: BODILY INJURY,
22 authorities considered in connection with this court's Summary
23 Judgment Orders entered herein on November 18, 1988, December 9,
24 1988, and February 3, 1989, plaintiff's BRIEF IN OPPOSITION TO
25 MOTION FOR SUMMARY JUDGMENT (OCCURRENCE), DEFENDANT BARNETT'S
26 REPLY BRIEF FOR SUMMARY JUDGMENT, and AMERICAN CASUALTY'S

27
28
29
30
31 SUMMARY JUDGMENT
32 ORDER : 3
1500\4857\SJO

Evans, Craven & Lackie, P.S.

LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE
SEATTLE, WASHINGTON 98104

(206) 386-5555

15155 472172003 30057

1 RESPONSE IN OPPOSITION TO BARNETTS' MOTION TO REVISE SUMMARY
2 JUDGMENT RE: BODILY INJURY.
3

4 II. ORAL DECISION

5 2.1 This court's oral decision transcribed in a VERBATIM REPORT
6 OF PROCEEDINGS which was filed herein on April 17, 1989 is
7 adopted and incorporated herein.
8

9 III. FINDINGS

10 3.1 The record herein is sufficient for this court to rule upon
11 the present motions and continuance is not necessary.

12 3.2 There is no genuine issue as to any material fact with
13 respect to coverage for the Community Chapel & Bible Training
14 Center of Burien upon claims made against it by Carol and Ira
15 Gabrielson in Pierce County Cause number 86-2-02792-6 and the
16 judgment awarded therein.
17

18 3.3 Defendants are entitled to judgment as a matter of law.
19

20 3.4 Upon finding that coverage exists for the Community Chapel &
21 Bible Training Center of Burien, it is not necessary for this
22 court to make determinations with respect to coverage for other
23 parties herein upon other claims herein, and there is no just
24 reason for delay upon entry of a final judgment.
25
26

27 IV. ORDER

28 Based on the forgoing findings, decision, and summary
29

30 SUMMARY JUDGMENT
31 ORDER : 4
32 1500\4857\SJO

Evans, Craven & Lackie, P.S.

LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE
SEATTLE, WASHINGTON 98104

(206) 386-5555

15155 1/21/2003 00058


1 judgment orders entered herein on November 18, 1988, December 9,
2 1988, and February 3, 1988, it is declared and ordered:

3 4.1 The motion of American Casualty Company for a continuance is
4 denied.
5

6 4.2 Defendants motion for summary judgment is granted and this
7 court expressly directs entry of judgment that American Casualty
8 Company of Reading Pennsylvania has a duty to defend the
9 Community Chapel and Bible Training Center of Burien in Pierce
10 County Cause number 86-2-02792-6 and that American Casualty
11 Company of Reading Pennsylvania has a duty to pay all sums that
12 the Community Chapel and Bible Training Center is legally
13 obligated to pay in Pierce County Cause number 86-2-02792-6.
14

15 4.3 Plaintiff's counter motion for summary judgment with respect
16 to coverage available to Jack McDonald is denied without
17 prejudice.
18
19

20 DATED this 5 day of ^{May} ~~April~~, 1989 ^(JH)

21
22
23
24 
25 JUDGE ARNOLD

26 Presented by:
27 EVANS CRAVEN & LACKIE, P.S.

28 By Tim Donaldson
29 TIM DONALDSON
30 Attorneys for Barnetts

31 SUMMARY JUDGMENT
32 ORDER : 5
1500\4857\SJO

FILED
DEPT. 9
IN OPEN COURT
MAY - 5 1989
Pierce County Clerk
By DEPUTY

Evans, Craven & Lackie, P.S.

LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE
SEATTLE, WASHINGTON 98104

(206) 386-5555

15155 472172003 00053

5-5-89
M

1 APR 28 1989

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

AMERICAN CASUALTY COMPANY OF
READING PENNSYLVANIA, a
Pennsylvania corporation,

Plaintiff,

vs.

IRA GABRIELSON and CAROL
GABRIELSON, husband and wife;
DONALD LEE BARNETT and
BARBARA BARNETT, husband and
wife; COMMUNITY CHAPEL and
BIBLE TRAINING CENTER, a
Washington corporation,

Defendants.

No. 88-2-00947-9

NOTICE OF PRESENTATION

FILED
IN COUNTY CLERK'S OFFICE
A.M. APR 28 1989 P.M.
PIERCE COUNTY WASHINGTON
TED RUFF COUNTY CLERK
BY DEPUTY

TO: BRUCE WINCHELL, DON GULLIFORD, DANIEL HANNULA AND JOHN
GLASSMAN;

YOU AND EACH OF YOU PLEASE TAKE NOTICE that the undersigned
will present for entry in the above-entitled matter as follows:

1. ORDER GRANTING & DENYING DEFENDANTS BARNETT'S MOTION
TO REVISE SUMMARY JUDGMENT ORDERS;
2. ORDER GRANTING JOINT MOTION RE: COVERAGE FOR CHURCH
ENTITY;
3. JUDGMENT UPON SUMMARY JUDGMENT ORDER

BEFORE HONORABLE: J. Kelley Arnold;

LOCATION: ROOM 217, Pierce County Courthouse;

AT THE FOLLOWING DATE AND TIME: Friday, May 5, 1989 at 9:00 a.m.

NOTICE OF PRESENTATION : 1
als15004857.NOP

Evans, Craven & Lachie, P.S.

LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE
SEATTLE, WASHINGTON 98104


(206) 286-5555

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DATED this ^{28th} ~~21st~~ day of April, 1989.

EVANS, CRAVEN & LACKIE, P.S.

By 
TIM DONALDSON
Attorneys for defendants Barnett

NOTICE OF PRESENTATION : 2
als15004857.NOP

Evans, Craven & Lackie, P.S.
LAWYERS
SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE
SEATTLE, WASHINGTON 98104
(206) 386-5555

15155 4/21/2003 00001

PROPOSED

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

AMERICAN CASUALTY COMPANY OF)
READING PENNSYLVANIA, a)
Pennsylvania corporation,)

Plaintiff,)

vs.)

IRA GABRIELSON and CAROL)
GABRIELSON, husband and wife;)
DONALD LEE BARNETT and)
BARBARA BARNETT, husband and)
wife; COMMUNITY CHAPEL and)
BIBLE TRAINING CENTER, a)
Washington corporation,)

Defendants.)

No. 88-2-00947-9

ORDER GRANTING & DENYING
DEFENDANTS BARNETTS'
MOTION TO REVISE
SUMMARY JUDGMENT
ORDERS

I. HEARING

1.1 Date. April 10, 1989.

1.2 Purpose. To consider DEFENDANT BARNETTS' MOTION TO
REVISE SUMMARY JUDGMENT ORDERS TO SUPPLEMENT RECORD.

1.3 Appearances. Defendants Barnett appeared through their
attorneys Evans, Craven & Lackie, P.S. by Tim Donaldson.
Defendant Community Chapel and Bible Training Center appeared
through its attorney John Glassman. Defendants Gabrielson
appeared through their attorneys Rush, Hannula and Harkins by
Daniel Hannula. Plaintiff appeared through its attorneys Lane,
Powell, Moss & Miller by Bruce Winchell. St. Paul Fire & Marine

ORDER REVISING
SUMMARY JUDGMENT: 1
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1 appeared through its attorney Don Gulliford.

2
3 1.4 Evidence. The AFFIDAVIT OF TIM DONALDSON IN SUPPORT OF
4 MOTION TO REVISE SUMMARY JUDGMENT ORDERS, and the records and
5 files herein, specifically including this Court's Summary
6 Judgment Orders entered on November 18, 1988, December 9, 1988,
7 and February 3, 1989.

8
9 II. FINDINGS

10 2.1 At the time of entry of the present order, this Court's
11 Summary Judgment Orders of November 18, 1988, December 9, 1988,
12 and February 3, 1989 were not final and subject to revision.

13 2.2 The omissions in the record herein arise from excusable
14 oversight and newly discovered evidence justifies supplementation
15 of the record.

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17
18 III. ORDER

19 Based on the foregoing findings, IT IS ORDERED:

20 3.1 This Court's Summary Judgment Order of November 18,
21 1988 is revised to include the AFFIDAVIT OF TIM DONALDSON IN
22 SUPPORT OF MOTION TO REVISE SUMMARY JUDGMENT ORDERS as evidence
23 considered therein.

24 3.2 This Court's Summary Judgment Order of November 18,
25 1988 is revised to include BARNETT SUPPLEMENTAL BRIEF IN SUPPORT
26 OF GABRIELSON MOTION FOR SUMMARY JUDGMENT as authority considered
27

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31 ORDER REVISING
32 SUMMARY JUDGMENT: 2
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15155 4/21/2005 00003

1 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
2 IN AND FOR THE COUNTY OF PIERCE

3 AMERICAN CASUALTY COMPANY OF)
4 READING PENNSYLVANIA, a)
5 Pennsylvania corporation,)

6 Plaintiff,)

7 vs.)

8 IRA GABRIELSON and CAROL)
9 GABRIELSON, husband and wife;)
10 DONALD LEE BARNETT and)
11 BARBARA BARNETT, husband and)
12 wife; COMMUNITY CHAPEL and)
13 BIBLE TRAINING CENTER, a)
14 Washington corporation,)

15 Defendants.)

NO. 88-2-00947-9
PROPOSED

ORDER GRANTING JOINT
MOTION RE: COVERAGE
FOR CHURCH ENTITY

16 I. HEARING

17 1.1 Date. April 10, 1989.

18 1.2 Purpose. To consider DEFENDANTS JOINT MOTION RE: COVERAGE
19 FOR CHURCH ENTITY and plaintiff's countermotion for summary
20 judgment or alternatively for continuance.

21 1.3 Appearances. Defendants Barnett appeared through their
22 attorneys Evans, Craven & Lackie, P.S. by Tim Donaldson.
23 Defendant Community Chapel and Bible Training Center appeared
24 through its attorney John Glassman. Defendants Gabrielson
25 appeared through their attorneys Rush, Hannula and Harkins by
26 Daniel Hannula. Plaintiff appeared through its attorneys Lane,
27 Powell, Moss & Miller by Bruce Winchell. St. Paul Fire & Marine
28 appeared through its attorney Don Gulliford.

29 1.4 Evidence. The AFFIDAVIT OF BRUCE WINCHELL filed herein
30 on March 30, 1988; the AFFIDAVIT OF DON BARNETT filed herein on

31 SUMMARY JUDGMENT

32 ORDER : 1
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15155 4/11/89 8886

1 August 30, 1988; the deposition of Jack L. McDonald excerpts of
2 which are attached to both the affidavit of Tim Donaldson annexed
3 to DEFENDANTS JOINT MOTION RE: COVERAGE FOR CHURCH ENTITY and the
4 affidavit of Tim Donaldson annexed to DEFENDANT BARNETTS REPLY
5 BRIEF FOR SUMMARY JUDGMENT; the complaint, judgment on jury
6 verdict, and verdict form in Pierce County cause number 86-2-
7 02792-6 certified copies of which are attached to the affidavit
8 of Tim Donaldson annexed to DEFENDANTS JOINT MOTION RE: COVERAGE
9 FOR CHURCH ENTITY; the affidavits of Jack DuBois, E. Scott
10 Hartley, Don Barnett, and Carol Gabrielson in support of this
11 motion; the AFFIDAVIT OF TIM DONALDSON IN SUPPORT OF MOTION TO
12 REVISE SUMMARY JUDGMENT ORDERS; AFFIDAVIT OF BRUCE WINCHELL
13 REGARDING SUMMARY JUDGMENT EXHIBITS; AFFIDAVIT OF COLEEN D.
14 THOMPSON regarding Alberts deposition; AFFIDAVIT OF COLEEN D.
15 THOMPSON attaching Alberts deposition; the DECLARATION OF ROBERT
16 J. ROHAN IN OPPOSITION TO AMERICAN CASUALTY'S MOTION FOR DELAY OF
17 TRIAL DATE; AFFIDAVIT OF BRUCE WINCHELL regarding video tapes;
18 DECLARATION OF ROBERT J. ROHAN IN OPPOSITION TO COLEEN THOMPSON'S
19 AFFIDAVIT; AFFIDAVIT OF COLEEN D. THOMPSON REGARDING SUMMARY
20 JUDGMENT EXHIBITS; the AFFIDAVIT OF PHILIP G. LINDSAY, M.D. filed
21 herein on April 8, 1988; plaintiff's amended complaint filed
22 herein on March 25, 1988 and materials considered in connection
23 with this court's Summary Judgment Orders entered herein on
24 November 18, 1988, December 9, 1988, and February 3, 1989; and
25 the stipulation of the parties through their counsel that none of
26 the directors of the Community Chapel and Bible Training Center
27 of Burien were aware of the relationship between Jack McDonald
28 and Carol Gabrielson during the time in which the relationship
29 was ongoing.

30 1.5 Authorities Considered. CR 56, CR 54(b), Pierce County
31 SUMMARY JUDGMENT
32 ORDER : 2
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1 Local Rule 10, authorities contained in DEFENDANTS' JOINT BRIEF
2 IN SUPPORT OF JOINT MOTION FOR SUMMARY JUDGMENT UPON COVERAGE FOR
3 CHURCH ENTITY, authorities contained in BARNETT SUPPLEMENTAL
4 OPPOSITION BRIEF TO SUMMARY JUDGMENT RE: BODILY INJURY,
5 authorities considered in connection with this court's Summary
6 Judgment Orders entered herein on November 18, 1988, December 9,
7 1988, and February 3, 1989, plaintiff's BRIEF IN OPPOSITION TO
8 MOTION FOR SUMMARY JUDGMENT (OCCURRENCE), and DEFENDANT BARNETTS
9 REPLY BRIEF FOR SUMMARY JUDGMENT.

10 II. ORAL DECISION

11 2.1 This court's oral decision transcribed in a VERBATIM REPORT
12 OF PROCEEDINGS which was filed herein on April 17, 1989 is
13 adopted and incorporated herein.

14 III. FINDINGS

15 3.1 There is no genuine issue as to any material fact with
16 respect to coverage for the Community Chapel & Bible Training
17 Center of Burien upon claims made against it by Carol and Ira
18 Gabrielson in Pierce County Cause number 86-2-02792-6 and the
19 judgment awarded therein.

20 3.2 Defendants are entitled to judgment as a matter of law.

21 3.3 Upon finding that coverage exists for the Community Chapel &
22 Bible Training Center of Burien, it is not necessary for this
23 court to make determinations with respect to coverage for other
24 parties herein upon other claims herein, and there is no just
25 reason for delay upon entry of a final judgment.

26 IV. ORDER

27 Based on the forgoing findings, decision, and summary
28 judgment orders entered herein on November 18, 1988, December 9,
29 1988, and February 3, 1988, it is declared and ordered:

30 4.1 The motion of American Casualty Company for a continuance is

31 SUMMARY JUDGMENT

32 ORDER : 3
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1 denied.

2 4.2 Defendants motion for summary judgment is granted and this
3 court expressly directs entry of judgment that American Casualty
4 Company of Reading Pennsylvania has a duty to defend the
5 Community Chapel and Bible Training Center of Burien in Pierce
6 County Cause number 86-2-02792-6 and that American Casualty
7 Company of Reading Pennsylvania has a duty to pay all sums that
8 the Community Chapel and Bible Training Center is legally
9 obligated to pay in Pierce County Cause number 86-2-02792-6.

10 4.3 Plaintiff's counter motion for summary judgment with respect
11 to coverage available to Jack McDonald is denied without
12 prejudice.

13 DATED this ____ day of April, 1989

14
15
16 _____
17 JUDGE ARNOLD

18 Presented by:
19 EVANS CRAVEN & LACKIE, P.S.

20 By _____
21 TIM DONALDSON
22 Attorneys for Barnetts

23 RUSH, HANNULA & HARKINS

24 By _____
25 DAN HANNULA
26 Attorneys for Gabrielsons

27 By _____
28 JOHN GLASSMAN
29 Attorney for Community Chapel

30
31 SUMMARY JUDGMENT
32 ORDER : 4
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Evans, Craven & Lackie, P.S.
LAWYERS

SUITE 3100 COLUMBIA CENTER 701 - 5th AVENUE
SEATTLE, WASHINGTON 98104

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15155 4/21/2003 00000

PROPOSED

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

AMERICAN CASUALTY COMPANY OF)
READING PENNSYLVANIA, a)
Pennsylvania corporation,)

Plaintiff,)

vs.)

IRA GABRIELSON and CAROL)
GABRIELSON, husband and wife;)
DONALD LEE BARNETT and)
BARBARA BARNETT, husband and)
wife; COMMUNITY CHAPEL and)
BIBLE TRAINING CENTER, a)
Washington corporation,)

Defendants.)

No. 88-2-00947-9

JUDGMENT UPON SUMMARY
JUDGMENT ORDER

I. ORDER

1.1 An ORDER GRANTING JOINT MOTION RE: COVERAGE FOR CHURCH ENTITY was entered herein on April 28, 1989 setting forth that there was no genuine issue as to any material fact upon coverage for the Community Chapel and Bible Training Center for the claims made and judgment entered on November 23, 1988 in Pierce County cause number 86-2-02792-6 and that there is no just reason for delay upon entry of judgment.

II. UNDERLYING JUDGMENT

1.2 Judgment was entered on November 23, 1988 in Pierce County cause number 86-2-02792-6 in favor of judgment creditors, Ira and Carol Gabrielson, against judgment debtors, Jack McDonald, Community Chapel and Bible Training Center of Tacoma, and Community Chapel and Bible Training Center, in the amount of \$147,988.91.

JUDGMENT : 1
1500\4857\JUD

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III. ADJUDICATION

On the basis of the foregoing order and underlying judgment, it is adjudged:

3.1 Money. Defendants are awarded judgment against plaintiff in the amount of \$147,988.91.

3.2 Interest. Defendants are awarded interest from the date of entry of judgment in Pierce County cause number 86-2-02792-6: November 23, 1988.

3.3 Costs. Defendants shall have their costs herein.

DATED this _____ day of April, 1989.

HONORABLE J. KELLEY ARNOLD

Presented by:

EVANS, CRAVEN & LACKIE, P.S.

By _____
TIM DONALDSON
Attorneys for Defendants
Barnett

JUDGMENT : 2
1500\4857\JUD

Evans, Craven & Lackie, P.S.
LAWYERS

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SEATTLE, WASHINGTON 98104

(206) 386-5555

15155-4/21/2883-88878

filed copy

LAW OFFICES
LANE POWELL MOSS & MILLER
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

APR 26 1989

3800 RAINIER BANK TOWER
SEATTLE, WASHINGTON 98101-2647
(206) 223-7000

April 24, 1989

filed
FILED
IN COUNTY CLERK'S OFFICE
APR 26 1989 P.M.
PIERCE COUNTY CLERK
TED RUTT, COUNTY CLERK

BY *Dee* DEPUTY

Pierce County Superior Court
Clerk's Office
County City Building
Room 110
Tacoma, WA 98402

FILED
PIERCE COUNTY CLERK
APR 26 1989 P.M.
PIERCE COUNTY CLERK
TED RUTT, COUNTY CLERK
DEPUTY

Don Gulliford
Law Offices of Don M. Gulliford
& Associates
2200 112th Avenue NE
Bellevue, WA 98004

Re: American Casualty v. Gabrielson, et al.
Cause No. 88 2 00947 9

Gentlemen:

The enclosed video tape should have been attached to the affidavit of Bruce Winchell filed April 7, 1989.

Very truly yours,

LANE POWELL MOSS & MILLER

Kimberly Foster
Kimberly Foster
Paralegal

kf
encl.

*Tape stored in
Vault: see Glenn or
Dave*

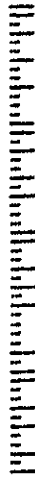
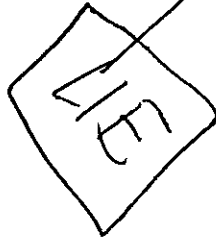
JC

15155 4/21/2003 08071

DOLLINS DIVERSIFIED REALTY
4609 SOUTH 66TH ST.
TACOMA, WA 98409



Mr. Gary McCutchan
16916 Park Avenue South
Spanaway, WA 98387



LOOK FOR
REM SIGN

② CALLED NEW NETWORK
10-11-88.
HOUSE NT-8888 ON
① CALLED NY.
STANDARD
DORIS

OCT - 9 1991

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

American Casualty,
Plaintiff/Petitioner,

vs.

Dr. Gabrielson,
Defendant/Respondent.

NO. 88-2-0047-9

ORDER PERMITTING
REMOVAL OF FILE FROM
COUNTY-CITY BUILDING

FILED
IN COUNTY CLERK'S OFFICE

A.M. OCT - 9 1991 P.M.

PIERCE COUNTY, WASHINGTON
TED RUTT, COUNTY CLERK
DEPUTY

Permission is hereby granted to James H. [Signature]
of the firm of Shawanda [Signature] & [Signature], Attorneys at Law,
(address) 950 Fourth Ave. S. # 24, Tacoma, Washington, 98402, to
remove the above captioned file from the County City Building to
their offices to be returned to the Pierce County Clerk's Office
no later than October 17, 1991.

Dated this 9th day of October, 1991.

[Signature]
COURT COMMISSIONER

Presented by:

[Signature]

for [Signature]
Attorneys at Law

PHONE 512-414

ORDER PERMITTING REMOVAL
OF CLERK'S FILE

15155 4/21/2883 88873