

Michael S. Laham and Elana Laham
P.O. Box 66
Renton, WA 98057-0066

Page 1 of 3

July 17, 2009

Stacy Pegram, Manager
Newport Crossing Apartments
7311 Coal Creek Parkway SE
Newcastle, WA 98059
Phone 425-228-7368/Fax 425-271-8754

To Stacey Pegram,

The following is our response to your letter to us dated June 26, 2009:

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apartment homes". But at the commencement of our tenancy on 9/1/08, the bathtub/shower surround was not only NOT REFURBISHED as Newport Crossing had promised, but it was NOT USABLE, and UNSANITARY because the walls surrounding the bathtub and shower area had old paint chips as big as deluxe party sized corn chips peeling off of them, and the hot and cold water knobs and shower sprayer were not even installed. 3) Your very own Leasing Agent, Jennifer Engel, wrote on our Move-In/ Move-Out Sheet, "Surround needs replacement" and signed it on 9/1/09. 4) Our Move-In Defect List that you, manager, Stacey Pegram, and your assistant manager, Lorili Schmidt, both signed on 9/4/09 states "Tub area not completed". 5) No landlord spends money to please the extravagant whims of a tenant.

As far as your erroneous claim in your letter that, "the peeling wall did not interfere with your ability to use the shower/tub facilities" (See last paragraph, first sentence of your own letter dated 6/26/09). First of all you admit in your own letter, here, that the wall was peeling! Secondly, would you like to take a bath in paint chip soup? Would you like to take a shower with an umbrella to shield you from randomly falling paint chips? And how old are those paint chips? Do they have lead in them? Not only was our bathtub/shower not REFURBISHED and NOT USABLE but it was UNSANITARY as well. People take showers and baths to cleanse themselves not to get contaminated by paint chippings. In all of the years that we have rented apartments we have never had such an obviously unacceptable defect in any apartment that we ever lived in. It was disgusting!

Furthermore, upon move in, not only was the bathtub/shower surround DILAPIDATED but our apartment was an un-Godly disgusting mess as well! Unsanitary caked on bird droppings all over the patio floor, light, walls, railing, and roof; the washing machine was broken and so had to be replaced; there were no window blinds in the bathroom and the bedroom window blind was warped and so had to be replaced; the paint underneath the kitchen sink had peeled off because it had been applied over old wallpaper instead of fresh primer; the paint throughout the apartment was tacky; the tub did not drain properly; the bedroom closet rail and clothes rack was loose, the knobs on the coat and laundry closet were loose; the kitchen and bathroom drawer railings and drawers had to be replaced. Newport Crossing Apartment Homes' own Work Order Sheet dated 9/3/08, signed by your maintenance personnel and a paint chip sample that we have in our possession from underneath the kitchen sink documents all of the above. We have never seen such a sight in all of the seven years that we have been renting apartments. Not only was our apartment not NEWLY FULLY RENOVATED as per Newport Crossing's advertisement, but it was not even HABITABLE at the time of move in.

As far as your erroneous claim in your letter that, you gave us a choice as to the date of resurfacing, and that Newport Crossing staff members worked with us on choosing a date, and that you told us that the resurfacing work had to be done between nine in the morning and eleven in the morning, we had to communicate to you three times that it was NECESSARY for your contractors to resurface the bathtub/shower surround in our apartment, before we received ANY response from you. Our first communication was our Defect List which you received and signed on 9/4/08. Our second communication was our Fax to you dated 9/8/08. We gave you access to enter Monday through Friday from 3:00 p.m. until the end of the day and all day Saturday and Sunday because we were busy moving into our apartment. Our third communication was our Fax to you dated 9/12/08. We were now settled into our apartment and so we gave you access to enter Monday through Sunday from 9:00 a.m. until 6:00 p.m. Hence, from 9/4/08 onward, we had made it crystal clear to you that our bathtub/shower surround had to be resurfaced and yet we did not hear from you until 9/15/08. 9/15/08 was the first and only time that you sent us ANY communication regarding the resurfacing of our bathtub/shower surround via the fax that we received from your contractors, RedRock Resurfacing Company, informing us that they would come to our apartment on 9/18/08 between 9:00 a.m. and 11:00 a.m. to fix the bathtub/shower surround.

As far as your erroneous claim in your letter that, we had to get approval from you to stay at a hotel for one night. Where in our Lease Agreement did it say such a thing? ARE YOU GOD?! DO WE HAVE TO ASK YOU PERMISSION TO GO TO THE BATHROOM?!

You state in your letter that it was not until June 8, 2009, that we sent you notification of our overnight stay in a hotel and our desire to be reimbursed for it and the reasons why we felt it was necessary for you to pay us what you owe us. Would you like to know why we waited until after we moved out of Newport Crossing Apartment Homes to do so?

On 9/1/08, we signed our Lease Agreement with Newport Crossing in good faith. We were very excited about moving into our newly fully renovated apartment at Newport Crossing. But after we viewed the apartment for the first time and witnessed what a shambles it was in, and that it was NOT newly fully renovated as advertised and promised, and that it was NOT even habitable we became very disenchanted., So we told you, Stacey Pegram, that we no longer wished to rent the apartment. Then we proposed that you keep both our holding deposit and our application fees if you would dissolve our Lease Agreement so that we could find a decent place to live. **It was a FAIR offer since Newport Crossing would not have lost any money keeping the apartment off of the market since the apartment was NOT even ready for tenancy and since we had not even moved into the apartment!** However, you, Stacey Pegram flat out refused for no reason that we could discern other than to simply lord it over us that we were now legally bound to the Lease Contract.

After that incident, we became very concerned that if we let you know, Stacey Pegram, at the time that we were living at Newport Crossing, that you owed us for an overnight stay in a hotel and a day's rent due to fraudulent advertising, you, would have retaliated against us by either off-the-record forcing us to vacate our apartment early via some bogus complaint, or if we did our own repair and deduct of the bathtub/shower surround and took it off of our rent you would have made us in arrears in our rent and had us evicted by claiming what you are claiming now, which is that the bathtub/shower surround did not require any fixing.

We know that we have a rock solid case. Any reasonable fair judge will side with us. Therefore, whether or not we win our case, you are going to spend more money than the \$229.97 that you owe us, and the \$70.00 that we had to spend on our court filing fee. Amongst your expenses will be the money that it will cost Newport Crossing just to show up in court. But our day in court will not cost us any money since the company that we work for gives us vacation time. The letter that you wrote us took a lot of "man hours" to prepare. Thusly, it cost you money, especially if your lawyers were involved in writing it. But have it your way. Make your tarnished ego more important than your wallet.

Michael S. Laham and Elana Laham

cc: PPC Newport LLC, c/o National Registered Agents, Inc. 1780 Barnes Boulevard. SW Building G, Tumwater, WA 98512, Phone 800-722-0708, Fax 800-531-1717.

Robert Kennis and Jason Biggs, PPC, 777 California Avenue, Palo Alto, CA 94304, Phone 650-856-9800, Fax 650-213-8849.

Pacific Property Company, 1601 5th Avenue, Suite 2230, Seattle, WA 98101, Phone 206-973-2323, Fax 206-838-4530.

Transmission Log

The Boeing Company

Tuesday, 2009-07-21 07:15

4259658590

Date	Time	Type	Job #	Length	Speed	Station Name/Number	Pgs	Status
2009-07-21	07:13	SCAN	02490	2:00	14400	94252718754	3	OK -- V.17 BM31

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The Boeing Company

Tuesday, 2009-07-21 07:22

4259658590

Date	Time	Type	Job #	Length	Speed	Station Name/Number	Pgs	Status
2009-07-21	07:20	SCAN	02492	2:07	14400	818005311717	3	OK -- V.17 BM31

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The Boeing Company

Tuesday, 2009-07-21 07:30

4259658590

Date	Time	Type	Job #	Length	Speed	Station Name/Number	Pgs	Status
2009-07-21	07:28	SCAN	02494	2:08	14400	816502138849	3	OK -- V.17 BM31

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Tuesday, 2009-07-21 08:00

4259658590

Date	Time	Type	Job #	Length	Speed	Station Name/Number	Pgs	Status
2009-07-21	07:57	SCAN	02496	2:08	14400	92068384530	3	OK -- V.17 BM31

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