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## THE BULLCRAP BUSTERS

We Take The Bullying By The Horns



### THE CORPORATE ELITE BULLY

By Elana Laham © 2013 Elana Laham

The business bully operates within the corporate sector of society. Corporate society is comprised of small local family owned and operated companies, medium sized regional corporations, large nationwide corporations, and huge worldwide conglomerates. The business bully perpetuates the Bully Culture's materialistic value system through commercialism by habituating itself to avarice. Whatever its size, the business bully's motto is, "I get rich by making you poor". For although, society both sells and buys the products and the services that the business bully generates, the business bully eventually causes most of its own labor force and its own consumer base to succumb to dire poverty. The business bully does this by promising the populous financial prosperity and social security if we generate the dollar for him. But after the business bully has gained a significant amount of economic affluence, he comes to regard the backbone of his own industry as P.E.N.O – public enemy number one – a nuisance that he believes he no longer has to put up with. And so, the business bully takes away the small measure of affluence that we peons – as he considers us – have earned, by giving him his livelihood, by abandoning his workers and his patrons to the globalization of his enterprises and the outsourcing of his jobs. Hence, the business bully's legacy causes both the rise and the fall of empires since although the business bully's avarice initially stimulates society's economy it eventually stagnates it as well.

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## THE DECLINE OF BUSINESS ETHICS

In the wilderness, the ecosystem maintains harmony between the conflicting forces that compete for survival so that life can continue to exist. So too with human civilization! ECONOMICS sustains human society by preserving the balance between the SUPPLY and the DEMAND that people have for things. Supply refers to the quality and quantity of commodities that are available to the public for use. Demand has to do with the number of people who need or want them at any given time and place. Adam Smith, a founder of modern economics, observed that there is an economic law of “supply and demand.” The economic law of “SUPPLY and DEMAND” dictates that there must be mutual trust between a business – the proprietor and its business partner – the worker and the patron – in order for economic relations to exist between people. MUTUAL TRUST, otherwise known as business ethics, is what keeps our human economy stable. However, it only lasts as long as both the business and the business partner are willing to treat each other with mutual respect.

The business bully does not start out being a business bully. He makes the decision to grow into one. At the dawn of a new economic era, the business bully, a small local family owned business entrepreneur, establishes his sole proprietorship upon the mutual respect that his business and his workers and patrons have for one another. In my generation, American Businesses honored business ethics for they still remembered how the American economy had been traumatized by the 1930’s economic era of depression. During those years, starvation was a reality. Few people had the means to afford to buy a loaf of bread. The shopkeeper knew it. So he did his utmost to cater to the few customers who entered his shop in the hope that they might do business with him indefinitely for the sake of his business’s future. He did this by giving a fair share of his income to his workers as earnings, by adopting an attitude that the patron is always right, and by making available to the public the manufacturing of worthwhile products and services.

As the economy flourishes, the business bully expands into a medium sized business but his overall objective regarding his livelihood begins to shift. The more lucrative his business becomes, the more his greed to have a luxurious lifestyle supersedes his need to make a living. And so, he adapts the attitude that his bread – labor force, and his butter – customer base – are nothing more and nothing less than, “A sucker is born every minute” meal ticket. Since he is no longer satisfied with making ends meet, he stops peddling his practical wares and starts selling the propaganda that one “ought” to possess something simply because it is there.

The degradation of humane morals – people values – follows the decline of business ethics. By redirecting his goal as a business entity towards being an avid supporter of the bully culture’s value system of

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materialism, the business bully bombards the worker and the patron with advertisements that beckon one to breathe, sleep, and consume commercialism for the sake of commercialism. Thusly, the worker mutates into a worker bee and the patron morphs into a consumer drone in their effort to conform to the materialistic value system of the Bully Culture. Gradually the worker and the patron climb up the socio-economic ladder and are amply rewarded by the corporate elite bully by being given a fleeting moment of affluenza. Affluenza is a slang word for affluence with the connotation that it is a disease as in the word influenza. Affluenza elevated the American middle working class into a level of socio-economic prosperity that it had never reached before.

However, the consumer is also given the price tag that goes along with affluenza. It is the ever degenerating standards of the value of products and services that are sold and bought on the consumer market in order to enlarge, ever the more so, the business bully's profits. But in the belief that we, too, woulda, shoulda, coulda continue to benefit from the business bully's profit for the sake of profit, we go along with the business bully's "business as usual" agenda. By refusing to exercise our consumer rights against the business bully's mass production of shoddy products, substandard services, and our own gross consumption of them, we sacrifice the most valuable thing that we own – our DIGNITY – and thereby lose our social influence and financial affluence over our own socio-economic destiny.

### DOWNSIZING

When supply and demand are relatively equal, a capitalistic economy, such as the United States, thrives. Such occurs by ensuring both the quality and the quantity of products and services. Quality of products refers to commodities that are made well by the worker. Quantity of products refers to commodities that offer wide a variety to choose from for the patron. Quality and quantity of services refers to exemplary customer service. But in America, about half a century ago, the business bully made the decision to manipulate the economic principle of supply and demand in order to increase its profit margin. It did this by downsizing its products and services, and thereby tipped the scales of equality between the business – proprietor and its business partner – the worker and the patron. Downsizing artificially changes the natural economic climate into an unnatural one by increasing the demand for products and services available for consumption by decreasing the supply of products and services available for consumption.

One of the ways that the business bully downsizes is by limiting the quantity of merchandise available to the public. Limited commodities are products and services that are intentionally distributed to the public in smaller amounts to make the consumer have to compete with other consumers for them, making prices go up. The business bully achieves this by making it a practice not to carry inventory. In my day, if one did

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not find the size, color, type, style, etc., in the store of whatever one wished to purchase, the sales clerk went into what was called a stock room and brought out additional copies of whatever one desired to buy. Today, if one cannot find what one is looking for on the stores floor or stores shelf, too bad for the shopper.

Another way in which the business bully downsizes is by cheapening the quality of merchandise available to the public. Cheaper commodities are products and services that are deliberately designed to have a designated shelf life so that they will fall apart soonest so that the consumer on a regular basis has to pay money to replace or repair them.

Down grading the worth and making scarce the amount of commodities and services to be distributed to the consumer market, depreciates the value of skilled labor, inflates the consumer's dollar, and maximizes the business bully's profits by making the consumer pay higher retail prices for lower wholesale cost. Downsizing the quality and quantity of merchandise also shifts the power of trade in to the business bully's favor. This forces the consumer to have to buy whatever the business bully wishes to sell versus selling whatever the consumer desires to buy. Moreover, with the advent of the business bully's brand of commercialism, comes the decimation of our planet's natural resources due to his wasteful production of commodities, and the pollution of the earth's land, water, and air supply due to his wasteful disposal of them.

The following are some examples of how the American business bully has downsized its products and services for the sake of unnecessary profit:

When I was a small child my parents owned a record player that was also a radio and tape recorder, all in one. It was constructed out of such sturdy material that it could have been used as furniture to sit upon. Being virtually unbreakable and built so well, at twenty-five years old, it was still fully functional. Although I came from a blue collar, lower middle, working class family, we could afford to own it. By the time I reached adulthood, the record player had become obsolete. Technology had replaced it with the Cassette Player, which later morphed into a CD player, which later morphed into an IPOD, and so on and so forth. But the price that we all paid for the record player's replacements was the diminishment of its value into smaller sized, cheaper made, separate buyable gadgets of poorly constructed parts with smaller and smaller life spans, and shorter and shorter lifetime warranties. Initially, they were fixable.

Another widely used commodity that became sorely compromised was the family car. In my parent's day, the automobile had such a long life span that it could out live its original owner. It was built like a war tank and made out of steel, one of the strongest metals in the world. And so, it was able to withstand just about any type of traffic accident. Its paint



was almost weather proof. It so it was very difficult to nick, mar, or scratch. The family car was very roomy. Although, the legal maximum limit of passengers permitted to ride in a car in those days was six people, on that hot September day of my 11th birthday party, our car was able to fit eight people into it on the way to the public swimming pool. By the time I outgrew birthday parties, the automobile had changed a lot. The car had overall shrunk into a much smaller version of it self. It was able to accommodate no more than four people comfortably. It was constructed out of thin metal that was unable to withstand a fifty-mile an hour collision without getting totaled. Meanwhile, trucks were being advertised on television as being able to “handle any road”. Yet with one sharp turn they were in danger of flipping over. With barely any effort at all, a simple house key chipped the paint off of a car right down to its primer, and a shopping cart going less than a mile an hour dented or dinged the car’s exterior upon contact. For a while, drivers owned the remarkable Volkswagen whose automobile engine was so user friendly that it could be repaired on a kitchen table. But that day went out with discontinuance of the remarkable Chevy 350 whose automobile engine was made so well that the car company that invented it stopped its production in order to kill it. To add insult to injury, present day hype brags about how modern day automobiles have a ten-year warranty. Wow!

What about the popular television set? When I was a little girl if our television went on the blink my Dad went to Thrifty, the local drug store, to buy replacement parts for it. My father was no mechanic, but he was able to fix it himself because fixing a broken TV in those days was a no brainier. All one had to do was open up the back panel of the television set, remove the burned out tube and insert a new one. If one was not sure which tube had worn out all one had to do was look at the diagram of the TV manual illustrating the television set’s various parts and their functions to find out. By the time I grew up, a television set that needed repair required a major project to get it working again. The best recourse was to simply throw it away into the garbage can. Then go out and buy a new one. Because getting replacement parts for a modern day television set is like signing up for a spy mission on mission impossible. There are no longer any local stores to buy new parts for it. If you want those you have to contact the company that manufacture’s your specific brand of television and have them ship them to you. If you are lucky, the company will tell you “Yes! We still carry extra parts for your kind of TV”. Even so, you still have to wait a minimum of six to eight weeks for them to be shipped to your home. And more often than not, when you rip open the box that has the new parts you ordered, to your dismay, you discover that the TV Company either shipped the wrong part to you, or a brand new but defective part to you. If you manage to get the part that you requested, and it is in working order, you still have to figure out how to install it. Even if you are a regular Albert Einstein, good luck, as today’s TV instruction manuals for the most part do not make any sense. The worst thing of all, however, is finding out that the broken part of

your recently bought TV is no longer being sold. Get the picture?

As the decades roll by, the business bully asserts his dominance over the consumer in yet another way. He ups the ante of obtaining ever higher and higher profit by, at the consumers' detriment, distributing addictive products and services to the consumer for mass consumption. Getting people physically and psychologically hooked on addictive substances turns otherwise normal people into addicts who will do whatever it takes to finance their bad habit with their hard earned money. In addition, being an addict has dire consequences upon one's physical health and plays havoc upon one's mental wellbeing. If used often enough, one will get so sick that one will have to join the unemployment line due to too many leaves of absence as well as have to pay for unaffordable medical bills. Result, excessive spending by the patron coupled with loss of income for the worker will bring about unavoidable bankruptcy to the consumer. Due to the consumption of addictive commodities, the consumer no longer has any buying power. Nonetheless, the business bully persuades "would be addict" consumers into possessing highly addictive products through corrupt advertisement campaigns that focus on telling people that the only way they are going to be happy – gain social approval – is by smoking cigarettes, consuming alcohol, drinking coffee, eating chocolate, etc. Cigarettes, alcohol, coffee, and chocolate are derived from poisonous plants. The Cigarette comes from the tobacco plant, which contains nicotine, a drug that damages human lung tissue. Alcohol is a by product of fermented grains, vegetables, and fruits that acts like a depressant that inhibits brain function, and damages the liver. Coffee comes from the coffee bean and chocolate comes from the cocoa bean. Both contain caffeine in them, which acts like a stimulant upon one's nervous system.

An addictive substance is scientifically classified as a drug instead of a food because of the way in which it affects our body's nervous system. The nervous system is made up of neurotransmitters. Neurotransmitters carry messages vis-à-vis the nervous system from the brain to the body and vice versa. It does this by chemically transmitting nerve impulses (electrical sparks) across synapses (gaps) between one neuron (nerve cell) and the next. The neurotransmitter will only permit substances into the nervous system that are chemically compatible with it, such as food. Drugs are not chemically compatible with neurotransmitters, and so they enter the nervous system by mimicking the neurotransmitter's chemical composition, similar to how a computer hacker, gains access into a computer program. The body initially detects the drug as a foreign substance and promptly eliminates it. However, if the drug is permitted to continually invade the nervous system, its repetitious imprinting upon the neurotransmitter will gradually cause the chemical composition of the neurotransmitter's code to change by literally altering the shape of the neurotransmitter! Hence, the more one uses a drug the more it literally becomes a part of oneself until one physically and psychologically becomes dependent upon the drug to function. This is

why overcoming a drug addiction is so difficult, why the moment one abstains from taking the drug one experiences withdrawal symptoms, and why, the moment one uses the drug again, one undergoes relapses.

A question arises. Won't the business bully, who sells addictive commodities, run out of consumers to exploit since the usage of addictive substances will finally render the consumer so sick that he will die from his dangerous addiction and thereby be bereft of any monetary resources to buy addictive products and services with?

I will answer this question using the following:

Both of my parents were heavy smokers. Each one smoked four packs of cigarettes a day. At the age of forty-five my dad suffered a heart attack followed by another heart attack while he was still lying on the operating table waiting for double bypass open heart surgery. That was his wake up call to quit smoking as part of an overall plan to have a healthy lifestyle. When my mother was sixty-five years of age she suffered a heart attack. She had to undergo triple bypass open-heart surgery. That was her wake up call to quit smoking as part of an overall plan to have a healthy lifestyle. Cigarette smoking did not cause my parent's heart attacks. Their poor diet did. However having black charred lungs with a limited capacity to breathe due to smoking cigarettes did contribute to their overall poor health. In the meantime, anti-smoking commercials began to blare on the television screen. I remember one anti-smoking slogan was, "Kick the habit and join the unhooked generation". Afterwards, it became illegal in most public places to smoke as a result of second hand smoke health risks to non-smokers. And so, unlike my parents' generation, my generation grew up smoke free conscious. Most were either no longer smokers or never started the smoking habit. As I approached middle age I was proud of the fact that my heart was still ticking away without any mishap. The anti-smoking campaign aids were working. That is until I became aware that a lot of people in the generation after my own were smoking cigarettes. And the television set...well, it had banned cigarette ads a generation ago, but it was back to running anti-smoking ads again. So what in the world made this generation gap? I watched a movie on television that claimed that the tobacco industry sent out scouts in ice cream trucks to lure children into thinking they were going to buy ice cream when instead they were being introduced to smoking cigarettes. It reminded me of a song called "Hotel California" by the Eagles. Will the doorman at the Hotel California please show me the way out of this revolving door? Whatever the reason why children were back to sucking on the nicotine stick, the business bully had started a schizophrenic sea saw gimmick of coaxing one generation of human lung to inhale the offensive tar and nicotine smoke while at the same token coaxing the next generation to exhale it by using anti-smoking campaigns to quit the dirty habit. After all, who is going to remember from one generation to the next what the smoking or non-smoking climate was all about? Apparently, the business bully had

gotten the notion that it is a very lucrative business to on the one hand sell highly addictive tobacco smoking products, yet, on the other hand to sell anti smoking quitting devices. Such ensures that a market for both smoking and non-smoking products and services can go on, indefinitely.

Having betrayed the sacred code of mutual trust between his business and his business partner, the business bully gets too big for its own britches by taking the view that his ego takes precedence over his pocketbook. The more the business bully prospers the more ungrateful he becomes towards the worker and the patron that give his business a business. In his quest to increase annual revenue, the business bully decreases the size of his business by reducing the amount of jobs available to those who are seeking employment. He also cuts back on the working hours of those who are employed in order to engage in the unethical business practice of denying his workers health care benefits, retirement packages, and decent wages. In addition, the business bully lobbies to freeze minimum wage earnings so that he does not have to dole out periodic pay raises to those who work for him in order to keep up with the rise of the cost of living. The business bully further demoralizes his workers in order to cut labor costs by under staffing, and over working his workers. If his company's employees go on strike for better working conditions the business bully hires temporary workers, initiates massive lay offs, and undermines union representatives so that they will not to represent their union members' concerns as punishment for daring to exercise their workers' rights. Never mind that the worker gives the business its livelihood.

In his quest to decrease annual cost, the business bully adopts the attitude that the customer is always wrong so that he can do away with customer service thereby replacing it with customer disservice. He does not invest in on the job training for his hired help. He gets rid of grievance procedures by not caring that his staff has the attitude that work is a four-letter word, and that his clerks harass his patrons with rude conduct and/or violent behavior. In my day, a troublemaking employee got reprimanded, written up, docked in pay, demoted, or fired by his employer for mistreating a patron. Today, the business bully employer will ignore, defend, praise, and promote a recalcitrant employee who offends a patron. In addition, if a customer protests or complains about being bullied without provocation by the business bully he will be unceremoniously thrown off of the premises by security or arrested by the local police for daring to exercise his customers' rights. The customer is expected to either put up with or shut up about any and every conflict, no matter how large or small, and no matter that he did not initiate it, that arises between him and the business bully. Whether or not the patron is business savvy, he is expected to deal with the burdensome undoable task of preventing himself from being personally violated by, or monetarily victimized by a corrupt corporate entity. The modern day unethical business practice of the business bully is to escalate instead of deflate or resolve conflict. Never mind that the patron



gives the business its livelihood.

The following is a real life scenario illustrating how a worker victimizes a patron and gets away with it even though his bullying behavior cost his company money:

I was expecting a package from a United Parcel Service (UPS) store for a Total Gym that I had ordered over the phone after I had seen a television infomercial about it. When I heard a knock on my door, and opened it, there was the United Parcel Service Representative come to deliver the weight lifting machine. In search of a pen to sign for its delivery, and not wishing to be rude and make the U.P.S. carrier wait outside, I invited him into my home. While he waited he noticed the furniture pieces that I was in the midst of staining. Suddenly and without warning he burst into laughter and exclaimed, “The color of that stain that you are using on that wood is sure ugly”. At first I said nothing and simply signed for the package. But I did not appreciate being insulted in my own house and by a perfect stranger. And so, as I escorted him out of my home, I said in a matter of fact tone of voice, “Are you always this unbelievably rude for nothing to people?” He just looked at me with a poker face. As far as I was concerned that was the end of that...until I ordered four more packages of different products to be shipped to my home via the same U.P.S. store. The packages never came though. Not knowing what was the matter I contacted the U.P.S. store and found out through the U.P.S. store’s own documentation that the same U.P.S. carrier that I had invited into my home was deliberately sending all of my parcels back to the company that I had ordered them from as soon as they arrived at that U.P.S. facility. Incensed at the audacity of this unbelievably rude for nothing U.P.S. clerk. I filed a formal complaint with that U.P.S. store against him. Their one and only response was to “circle the wagons around this bully” even though their own records undeniably indicated that this U.P.S. carrier had indeed re-routed my parcels back to their point of origin without making any attempt whatsoever to deliver them to me. Luckily I was able to get the media involved in my conflict with this U.P.S. store. During that time there was a program being aired on the television NEWS that was headed by a MICHAEL BOGOSLOWSKY. He was an advocate for consumer rights who tackled peoples’ consumer problems. So I wrote to him. Upon receipt of my letter he wrote a letter of his own to that U.P.S. store. I short time later I received an envelope from that U.P.S. store. In it was a check for \$100.00 – their monetary compensation to me for the uncalled for inconvenience that had been caused by their malicious vicious employee. Nonetheless, I never received an apology from that U.P.S. store and as far as God knew that troublemaking employee was never dismissed. Forever more I will never do business with that U.P.S. facility again for as long as I live. If Mr. Bogoslowsky had not interjected himself on my behalf, that U.P.S. store would NOT have sent me any monetary recompense. I will never ever patronize that U.P.S. store again.

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### THE RAISED FOUNDATION

*My husband had a secret love affair at night.  
He'd wake up in the evening when the moon was bright.  
He'd tap his feet on the wooden floor;  
and together they would make a joyous roar.*

*Now every few days or so,  
he'd buy his love a bouquet of wooden flowers and bow.  
He'd sneak into the house in the wee mourning hours,  
and they'd dance until they smashed all of his love-sick flowers.*

*One day we moved and left the house behind.  
But still my husband was lovesick blind.  
So I bought him a pair of high platform shoes  
to get him over his lovesick blues.*

*But it wasn't long before word got around  
that my husband was dancing all over the town,  
because he was more obsessed than a hole-searching mouse,  
since he was in love with the floor of our house.*

*He was in love with a raised...a raised foundation.*

*By Elana Laham © 2013*

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### SQUELCHING THE COMPETITION

Another downsizing tactic that the business bully employs is the monopolizing of the consumer market. In his hope springs eternal campaign that he will get away with mistreating the worker and the patron for the sake of his own avarice, the business bully does away with free market competition. According to the Sherman Anti-Trust Act and the Clayton Anti-Trust Act, which are mandated American Federal Statutory Law it is illegal to eliminate free market competition. After all, free market competition is what American Capitalism is all about. Nonetheless, by hook or by crook the business bully, having established himself as a corporate entity within corporate society, eliminates his rival competition by ganging up on the new kid on the block. Then, while the business bully claims that there is such a thing as free market enterprise, he uses all of his power to stifle any and every new business that has something worthwhile to offer the consumer.

The following are some examples of how the American business bully gets rid of its competition for the sake of unnecessary profit:

Did you ever see the movie entitled, “Tucker: The Man and His Dream”? It tells the true story about a man named Preston Tucker and his automobile. “Preston Tucker, who was born September 21, 1903 and who died December 26, 1956, was hailed as a visionary. He was the man behind an innovative futuristic car of 1948 called, ‘The Tucker Torpedo’. The Tucker Torpedo was quite a departure from the standard fare offered by the big three automobile makers of General Motors, Ford, and Chrysler. Long, low, and wider than the other large cars then available with sleek lines reminiscent of a rocket, it had doors that slid up into the roof, and six chrome plated exhaust pipes. But one of its most famous features was a safety feature, a Cyclops like third headlight, mounted in the center of the grill of the car that moved with the front wheels so that it could illuminate the road as the car made a turn. It also had a windshield made of shatterproof glass, and a heavy plated dashboard to protect seated passengers in the event of a collision. Also the driver’s seat was positioned in the middle of the car as opposed to being on the left. The American public responded with unbridled enthusiasm to the Tucker Torpedo Car. Under the auspices of the WWA – War Assets Administration – the federal government leased Tucker a former B-29 engine plant to use as his factory. By spring of 1948, Tucker was ready to go into production with his car. But along with stock sales he needed quick cash to finance his car so he came up with a fund raising tactic that allowed his buyers to pre-purchase certain accessories that would go with the car such as seat covers. However, in June 1949, Tucker was indicted on charges of conspiracy to defraud. The trial began in October of that same year with government prosecutors using the “Tin Goose” rather than one of the actual production vehicles to try to prove that the Tucker automobile could not be built or performed as promised. But many of the 70 plus witnesses that called to testify against Tucker’s company actually hurt rather than helped the government’s legal case. Tucker himself hinted that the three automobile makers of General Motors, Ford, and Chrysler were behind the attempt to destroy him because of the threat he represented to their domination of the market. There is evidence that suggests that both General Motors and Chrysler actively sought to make it more difficult for Tucker to succeed. The trial dragged on until January of 1950. In the end the jury found Tucker innocent of the charges against him. However, Tucker was left bankrupt, and with his reputation in tatters he was ousted from his own organization and forced to close down his factory. [See the Encyclopedia of World Biography on Preston Tucker at <http://www.bookrags.com/biography/preston-tucker/>]

Another example of how the business bully stifles its competition in order to control free market enterprise has to do with clothing. While the business bully totes the message that all ladies can be fashionably dressed, it discriminates against women by refusing to offer clothing that flatters different female figures. The only retail store that I have ever known that sells clothes on a regular and reliable basis for instance to

females who have curvaceous, “hour glass”, full figured, thick bodies, like myself, was in a movie entitled “Hairspray”. It had a clothing store called the “Hefty Hideaway”. The proprietor of the store referred to his clientele’s physical shape as “ample” versus our Bully Culture’s negative connotation of “fat”. My entire life I have found it extremely difficult to find clothing that flatters my body type. When I was a young lady, I was a slip of a woman who wore a size six dress. When I became an older lady, I spread out into a size sixteen dress. In either case, fat or thin, I have trouble finding clothes that fit me properly and that look attractive on me. Once in a “Haley’s Comet” while, I will find some. The reason has nothing whatsoever to do with my size alteration for any individual who has any fashion sense knows that it is style not size that flatters a body. The reason has to do with my body. I have difficulty fitting into what is considered normal sized clothing, as they are for the apple shaped belly fat body types, but I have a pear shaped thigh butt fat body. After fifty years of loyal patronage to clothing stores at the onset of the 21st century several more changes have taken place that offer me the scary prospect of either joining a nudist colony or dressing like a slob. For the most part the garments that appear in clothing store windows and on clothing store racks only fit mannequins and the minority of boob-less, hip-less, butt-less stick figured female wonders. Never mind that the majority of women today in America have fallen victim to the epidemic of obesity and so can’t fit their arms into the pant legs and can barely fit their neck into the tops. Being a proactive individual I decided to try and solve my clothing problem by buying women’s plus sizes. No can do! I did not even fit into their smallest plus 1X size. So here I was too small for Women’s plus sizes but too big for Miss’s regular sizes. I also have noticed that as the years go by, no matter the season – fall, winter, spring, or summer – it gets more and more difficult for me to find clothing in colors that flatter me. I am what fashion refers to as a “Winter Pallet.” About 50% of all females are Winter Pallets. [See the book entitled “Color Me Beautiful” by Carol Anderson for more details]. I also see over the years that clothing stores seem to be accumulating greater and greater surplus of un-bought female garments for junior, misses, and women to wear. Never mind that they get hung on the sale’s priced clearance clothing racks. This makes me ponder the “elephant in the middle of the room” question. Why aren’t these clothing stores going out of business? Obviously they are not catering to the bulk of their clientele. One Sunday afternoon, while I was shopping around in a clothing store, I was commenting to myself about the lack of decent clothes available for purchase when a black female shopper, who had the same body build as I do, overheard me and said, “I concur with you”. Shortly after that, she made the comment that she was going to make better use of her time watching television at home and exited the store. This makes me ponder another “elephant in the middle of the room” question. Why is the bulk of clothing fashion only promoting the spring, summer, and fall, light complexioned, light hair, tall, skinny body build female types? The answer, the business bully, who makes up about 10% of the overall human population, and currently dominates the once upon



a time free market, for the most part, consists of the population of females who are such. Businesses that ought to go out of business don't because the business bully has made us all a captive audience of commerce by using dirty politics to annihilate the competition of new businesses that are trying to emerge who are in touch with the reality that clothes are as individual as the females that wear them, not a one-size-fits-all mentality. Now can you imagine what woulda, shoulda, coulda happen if the business bully was made to stop hoarding the consumer market? The clothing industry would yield a windfall of profit and the female consumer could go home "happy" knowing that whatever her size or shape she looks great!

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Squelching the competition results in restraint of trade. Restraint of trade otherwise known as the stifling of free enterprise allows the owner and workers of a business to put their egos in front of their pocket book. What this means is that the business entity does not even do what is in its own best interest. Instead it develops the attitude that it can afford to throw away its patrons who are unwilling to endure having their dignity trampled on in order to conduct business with the business. Never mind that they are loyal customers who purchase the commodities that the business has for sale and abides by the consumer policies that the business sets forth.

The following is an example of the business that puts its ego in front of its pocketbook:

On 10/14/12 I went into the BEAD WORLD STORE located at 9520 Roosevelt Way, NE, Seattle, WA 98115. Phone: 206-523-0530. Bead World had another store located at 110 Central Way, Kirkland, WA 98033. Phone: 425-827-4808. It went out of business.

I saw a pack of sterling silver eye pins and wondered what they were used for. So I approached the cashier and politely and pleasantly asked my question to a tall, thin, blonde female who looked to be in her twenties. Instantly, she got angry with me and in a huff walked over to a display of necklaces, pointed at a silver chained green one, and said in an impatient, bossy, hostile tone of voice, "Look at this necklace". Annoyed I said "Okay" in a tone of voice that mirrored hers.

Then, she rudely walked away to go help two other customers. Never mind that I had asked for her assistance before they did. The impatient, bossy, hostile demeanor she had so readily and abruptly displayed towards me suddenly vanished. It was replaced by a sweet sounding, helpful, patient tone of voice as she assisted the other two customers. She did not come back to help me after she was finished helping them. I had to ask my husband to ask her to come back over and finish helping me.

When she did I told her, “I can’t see the details of the necklace that you pointed out to me from this far away to learn how the eye pins are used in it.” After that, I asked, “Is this green silver chained necklace that you told me to look at for sale to buy or just on display to look at?” She said in an impatient, hostile, bossy tone of voice, “To look at.” So I said in a tone of voice that mirrored hers, “Some of the customers of this store do not have 20/20 vision, especially the older ones, so we cannot see from that far away. Will you take it down so that I can look at it up close?” She gave me a really mean look. But said, “I will cut it down for you.”

To her uncalled for facial expression I said indignantly, “You are unbelievably rude. I am the customer. I give you a job! Doesn’t that mean anything to you?” She no longer made any eye contact with me. Her eyes were looking downwards. But her reply to what I said was to tell me, “I am not going to help you. Mariella will assist you.” “Fine” I said. “I want someone who acts like a professional to help me.”

Then, I walked over to where Mariella was standing. I started to ask her what the eye pins are used for when suddenly the other rude for nothing female interrupted me by giving me her unsolicited advice on how to use the eye pins. Immediately, I said in an indignant tone of voice, “You are interrupting me!” She said lamely, “I am talking to Mariealla.” I said, “You are interrupting me. I am talking to Mariella, you mean, stupid, selfish, lazy, arrogant, lying flunky!” She shut up for a brief moment.

Mariella started to explain to me what the eye pins were for. After a moment, Mariealla took me over to where the green, silver chained necklace was, took it down from its display, took a piece off of it, and proceeded to demonstrated how to use an eye pin. While Mariealla was doing so, the other rude for nothing female interrupted us again by saying to me, “Stop calling me names.” I said, “I am not calling you any names.”

She interrupted us again by saying, “I want to help Mariella.” I said, “Stop talking to us. You said that you did not want to help me.” After that she said, “I want to help Mariella.” So I said, “If Mariella needs your help she will ask for it. Now leave us alone!” She finally left me alone by disappearing into the backroom of the store. A few minutes later, she re-emerged and went to help another customer.

During the entire altercation none of the staff came out to reprimand this rude for nothing employee for her uncalled for behavior. None of the patrons of the store did or said anything about her rude for nothing behavior either. They were perfect little bystanders. I went back over to Mariella who was now standing next to the cash register and purchased the items that I wanted. When our business transaction was finished, I politely and pleasantly told Mariella, “Thank you. Have a nice day.” Mariella said nothing. I left.

As I pondered the incident I began to connect the dots. Several months ago, I came into the Bead World Seattle Store. I had never ever been there before. Upon my first visit, an older woman with gray hair, who was thin and sloppily dressed, whom I had never ever seen before, came over to me. While I was inspecting the beads that I hoped to buy to construct an Abalone Shell necklace, she asked me a question about the rainbow stone colored beaded necklace that I had made that I was wearing. I no longer remember what it was. However, what I do recall was my reply to it. Having had umpteen bad experiences with bully(s) invading my privacy only to use my open sharing as a means by which to insult my person for no reason, I opted to no longer do so. So, I told her, “It is my concern.” My blunt candid answer to her nosy question, unbeknown to me, apparently upset her very much. Initially, she was taken aback. After a moment she got embarrassed and started volunteering all sorts of nonsensical excuses for why it was necessary for her to mind my business. Finally, she decided to be condescending towards me by calling me “Honey”, twice. So, twice I called her “Sweetheart.”

The second time I visited the Bead World Seattle Store, the same woman came by to where I was inspecting the merchandise that I planned to buy and said to me, “You’re back?” I said, “Yes.”

The third time I came to the Bead World Seattle Store the same woman greeted another patron but walked right by me without saying a word to me.

The fourth time I came to the Bead World Seattle Store was when this above incident happened. Apparently this older woman who worked for the Bead World Seattle Store was very upset with me that how dare I sass her back for being rude to me for nothing.

I was an excellent customer of the Bead World Seattle store. For the short duration of time that I shopped at the Bead World’s Seattle store, I bought over \$100.00 worth of merchandise that I made an Abalone Shell necklace out of with matching Abalone Shell pendant and matching Abalone Shell earrings. My purchase included medium strength bead wire, fifty silver bead crimps, six silver fasteners, forty 6 mm dark gray round stone beads, forty 8mm Abalone Shell flat beads, and three one inch in diameter circular cut Abalone Shell mounted on silver backing. The other customers that I saw looked but did not purchase any items. Mostly they just came in to chat with the staff at the Bead World Seattle Store.

I was a serious bead jewelry maker. When I finished constructing my bead jewelry I wore my hand made Abalone Shell Necklace and matching Earrings into the Bead World Seattle Store. The other customers who were in the Bead World Seattle store did not wear any

bead jewelry at all.

Yet the Bead World Seattle store discriminated against me by singling me out to be victimized by BULLYING in order to unofficially eject me out of its establishment for the simple reason that I refuse to take crap from its rude for nothing staff. So I decided to never ever patronize the Bead World Seattle store again.

### THE MERGER

In order to make certain that he stays afloat upon the economic abomination that he has artificially created, the business bully, who lies, cheats, and steals for a living, must merge with other businesses and/ or get the local government to bail him out of his self made quandary in order to override the economic rule that a business has the right to fail. To make matters worse, being a business bully is contagious. And so, many-a-wannabe business bully(s) imitate the business bully's unethical business practices by mistreating their workers and patrons as well. But sooner or later the pied piper must be paid for the natural order of things cannot be suspended forever. Therefore, unlike the larger business bully whale, that can absorb its mistakes, the floundering fishes of the smaller wannabe business bully(s) either go belly up or get swallowed up by the bigger business bully in what is called a merger. A merger is when two or more companies come together to form one overall company. Sounds good? Well, it is not. If a business has to merge with another business then overall both businesses are not doing very well. If you were to attach broken legs to a table, the table will crash to the floor. So, too with a merger! Businesses that cannot stand by themselves will not stand together for long. What about Government Bail out? To put it succinctly, it is like putting a "band aid" on a gushing wound. It does not deal with the problem and so it is not the solution. It is unethical business practices such as controlling the economic equilibrium of supply and demand, and customer disservice that have caused businesses to be in need of saving. Nature abhors wastefulness for the sake of wastefulness. Therefore, the more Uncle Sam for example gives stipends to American corrupt business entities the more bad businesses are going to have to get funding from outside sources – the United States Government – in order to remain in business. Result, the business bully and its cohorts will "cuts their own noses off in spite of their own faces", raiding the American Government's Treasury for all it is worth. Result, the American Empire's economy will collapse.

So then, how is it that the business bully is getting away with messing up the economy, treating its labor force and customer base like garbage, and our planetary home like trash? It's simple really. Since the earth's diameter is only about eight thousand miles around, ultimately it can't because what goes around comes back around and rather swiftly in historical terms. For even the grandest of all business bullies are not



immune to their own blind spots. While they consider themselves clever merging with other businesses, in order to increase their own control over the consumer market, in doing so they inadvertently decrease the consumer market itself. The more mergers there are the fewer companies there will be. The fewer companies there are they higher the unemployment rate will be. The more people there are out of work the fewer people there will be to consume even the most basic necessities causing the annual revenue for the remaining businesses in the consumer market to plummet. Whatever is left of those consumers who still have buying power will get fed up being mistreated by the business and do as President Ronald Reagan once said, “vote with their feet” – take their business elsewhere. And/or they will boycott the products and services that the business produces by downsizing themselves - limiting the number of commodities they are going to purchase – in order to weather the storm of a bad economy.

In the short run, the business bully gets away with ripping off the consumer. But in the long run, the business bully will not have enough consumers left to support its corrupt existence. Hence, the merger only serves one purpose, and that is to tighten the noose that the corporate elite bully has put around his own neck.

#### THE BUSINESS BULLY’S SOLUTION TO THE PROBLEM OF MAINTAINING ITS WORK FORCE AND SUSTAINING ITS CUSTOMER BASE

Medium and small sized corrupt businesses are unable to do what they desire to do. They can’t follow the footsteps of the large sized corrupt businesses that have left the building, as they do not have the means to re-establish themselves abroad. Nevertheless, they aggravate rather than alleviate their poor worker/patron relations by choosing to follow the path of avarice that the big business bully has laid out for them. What they ought to be doing, if they wish to survive in America’s diminishing economy, is to revive good old fashion ethical business practices by retracing their steps. They ought to offer excellent customer service, worthwhile merchandise and a sufficient inventory of their wares. Instead, they ignore the prerequisite for staying in business, which is to resurrect mutual trust between their business and their business partner – the worker and the patron. Apparently, the wannabe big business bully(s) are not familiar with the song that goes like this, “Make new friends but keep the old for one is silver and the other is gold”.

The following illustrates the sort of self-defeating gimmicks that the wannabe big business bully resorts to in order to compensate for his refusal to maintain his work force and sustain his customer base:

#### *LOWERING PRICES*

The wannabe big business bully throws money at his inadequacy as a

business by reducing his prices in order to drum up sales. He does not realize that consumers would rather pay more money for decent customer service and worthwhile merchandise than to save a few pennies on items that are over priced anyway.

### *PROMOTIONAL COMMODITIES*

The wannabe big business bully will offer all sorts of frills and bills to his products and/or services in order to attract consumers to his store. He is so non-compass-mentis when it comes to how to manage a business that he offers promotional items to the public that other businesses are offering as well. One of the founders of modern economics was a man named David Ricardo. He discovered what came to be known as “The Iron Law of Commodities”. The Iron Law of Commodities asserts that the price of any commodity ultimately becomes its cost of production. In other words, a business will make no profit from its sales if the business zigs – offers the same darn things to the consumer that other businesses are offering – versus zags – offer something different to the consumer that other businesses are not offering. Today, the easiest and fastest way for a business to make sure that it is “not just another commodity” is to offer customer service since other businesses are only offering customer disservice.

### *COSTLY ADVERTISING*

Another fallacy the wannabe big business bully employs is the belief that, if he repeatedly runs advertisements, people will fall under a hypnotic spell and mesmerized, aimlessly wander, like a zombie in some kind of trance, into the wannabe business bully’s establishment, and buy whatever he has to sell. So, the wannabe business bully spends thousands of dollars on commercials chalk full of erroneous boastful claims about how wonderful his business to attract people to it. This is as absurd as the claim that the politician who wins the most votes is the one who has the most campaign money. Even the dullest witted people know that “the louder the business blows its own horn the more its products and services the consumer shall mourn.”

### *SCARE TACTICS*

In an attempt to win friends and influence people the wannabe big business bully will try to scare the crap out of a consumer to get the consumer to purchase a product and/or service. For example, he will tell you that you better have insurance to cover your losses in case of a catastrophe. But what good does it do you to have insurance if the insurance company you bought it from reneges on fulfilling its end of the bargain?

### *LEGITIMATE COMPLAINTS*

Yet another way in which the wannabe big business bully tries to get away with exploiting its work force and customer base for monetary profit is by censoring consumers' rights. He does this by pretending to take seriously valid feedback that his workers and/or patrons have regarding the way in which the wannabe big business bully does business. But all he really cares about is discriminating against those who voice their concerns so that they will give up doing so. And if they don't give up being vocal about unethical business practices, the wannabe big business bully will retaliate against them. Meanwhile, since the wannabe big business bully is unwilling to pay attention to the legitimate complaints that its business partner – the worker and the patron – has, he subjects himself to having to spend more money hiring someone with a Masters Degree in Business Administration (MBA) to be his consultant on how to stay in business.

The working definition of a legitimate complaint is when a worker or a patron has been physically, financially or emotionally damaged by a business, and reports to the designated authority within that business what actually transpired along with substantial evidence proving his claim.

The following are some of the maneuvers that the wannabe big business bully uses to ignore and/or retaliate against people who make legitimate complaints:

### **Making Excuses**

The wannabe big business bully makes lame excuses for its inexcusable behaviors, and/or gives the worker or patron a guilt trip, in order to make the worker and/or patron give up voicing a legitimate complaint against it.

The following is a real life scenario, entitled “The Mary Rot Hotel” that illustrates how the wannabe big business bully does this:

I was staying at the COURTYARD MARRIOTT HOTEL located at 23175 Avenue, De La Carlota, Laguna Hills, California 92653, phone: 949-859-5500, fax: 949-454-2158. On 5/6/02 I called the front desk for room service. A female voice answered the other line and announced that her name was MARY. While on the phone I asked her, “Can room service give me change for a \$100 dollar bill?” She laughed at me and with a sarcastic tone of voice said, “Of course!” Annoyed with her uncalled for rudeness I laughed back at her and launched my Have A Nice Day Salvo of, “You laugh because the sky is blue”. After that, I hung up the receiver. A moment later the phone started ringing. I was preoccupied in the bathroom and so I was not able to answer it. But, it kept on ringing...and ringing...and ringing. It rang a total of twenty times before it stopped. After that, I left the hotel to get the rest of my belongings from my car. When I returned and swiped the hotel's card

key to get back into the hotel room that I was staying at, it refused to open. I tried several times, to no avail. I had been locked out of the hotel room that I had paid in full and in advance for. I went down to the front desk to inquire as to what was the matter. The same clerk whom I had had my previous telephone conversation with about room service was there. I recognized the accent in her voice. I told her that I had been locked out of my room. She told me that in order to get back into my room I would have to wait for the manager the following morning. I demanded that the problem be resolved promptly reminding her that I had already paid for my room. A moment later she went into her computer and presto-chango my hotel door key opened up the door just fine after that. Incensed at her outrageous behavior I went back to the front desk and confronted her. I said, “You deliberately locked me out of my room because I sassed you back for sassing me.” She started yelling at me after that and her co-worker threatened to call the police on me if I did not leave. So I left. But the next morning, I demanded to see the manager of the hotel. Her name was KELLY WINKLER. Her title was Assistant General Manager. I told her what had taken place the previous night. She defended the front desk clerk named Mary by lying to me that, “She would not do anything like that.” This was followed by the remark that, “We have never had any complaints about our hotel before”. I said, “Well you do now.” And I told her that I demanded compensation for the unfair and undignified manner in which I was treated. After hemming and hawing she gave me my money back for a one-night stay in that hotel, which was \$75.90 including tax. However, along with it came her exact words of, “You are blackmailing me.” In total shock I said, “What?!” and I shook my head from side to side in utter disbelief, got up, checked out, and never ever went back to that Courtyard Marriott Hotel again.

If the reader is interested in viewing the Courtyard Marriott Hotel Bill showing the monetary compensation I received from its assistant manager Kelly Winkler for her staff, Mary’s inexcusable behavior towards me then please go to hyperlink [Marriot Courtyard](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

### **Being Difficult to Locate**

Another way in which the wannabe big business bully avoids having to honor legitimate complaints made against it by a worker or patron, is by being difficult to locate. By law, a worker or patron cannot pursue legal action against a business unless it is directed at the owner of the business. Thusly, in the case of a pending lawsuit against a business, the plaintiff (worker or patron) has to be able to address his legitimate grievance to the defendant (head of the business). This is so that the Sheriff of the Courthouse can serve summons on the defendant so that the Judge of the Court can preside over the plaintiff’s legal matter. But finding out who the hide and hair of the owner of a company is, can be troublesome since a) The employees of an employer may not know who



the owner of the business is or b) The proprietor of the business may not appear on the business's website, if it even has one. In order to locate the owner of the business, one may have to spend one's own time and perhaps one's own money digging into Public Records. If the worker or patron cannot locate the owner of the business, the wannabe big business bully can ignore a workers and/or patrons legitimate complaint. So don't give up before your search has even begun and say, "Oh what is the use. Forget it!" It is worth your while to go on this scavenger hunt. Find out what steps to follow to find the wannabe big business bully and that that doing so can lead to pay dirt by reading the next paragraph.

The following is a real life scenario entitled, "Hide and Sneek" that illustrates how we circumvented the wannabe big business bully's ploy of being difficult to locate as a means by which to thwart us from being able to file our legitimate complaint against it:

ALEXAN BELLECOUR Apartment Homes was located at 21041 Osterman Road, Lake Forest, California 92630. Its phone number was 949-855-9950 and its fax number was 949-855-9950 at the time of this write up. Alexan Bellecour refused to refund us our Security Deposit after we moved out of the apartment unit that we had rented from it. Before we could threaten to pursue legal action against Alexan Bellecour we had to verify who the owner of Alexan Bellecour was. A) We started our search with ALEXAN BELLECOUR'S RENTAL LEASE AGREEMENT. It is the Lease that was given to us as a renter of one of Alexan Bellecour's apartment units. The Lease told us that the owner of Alexan Bellecour was L&B/TCR LAKE FOREST LIMITED LIABILITY CORPORATION (LLC). Alexan Bellecour was a Limited Liability Corporation, so we had to make sure that indeed this was the owner of the Alexan Bellecour apartment complex property that we had rented an apartment in. B) Then, we went to the ORANGE COUNTY HALL OF RECORDS. There, we searched for a TAX ASSESSOR NOTICE from the OFFICE OF THE TAX ASSESSOR to obtain the location (a mailing address) of this LLC so that we knew WHERE to serve the summons to. The Tax Assessor Notice specifies who is responsible for paying property taxes on the business, and more often than not, it also gives the mailing address of the LLC. The Tax Assessor's Office has information as to where to send important documents, such as the filing of Tax Returns. Usually this address is the same as that of the owner of the business. The LLC's proper mailing address was 949 South Coast Drive, Suite 400. Costa Mesa, California 92626-7733. Its phone number was (714) 966-9355. Its fax number was (714) 966-9363. Now we were prepared for our legal battle. C) After that, we confirmed that indeed L&B/TCR Lake Forest, LLC was the OWNER of Alexan Bellecour Apartment Homes by obtaining a copy of the GRANT DEED to the apartment complex. Now we were prepared for our legal battle.

If the reader is interested in viewing the Trammell Crow Residential

Services Apartment Lease Agreement, Tax Assessor Notice and Grant Deed, please go to hyperlink [Alexan Bellecour Lease, Tax Assessor Notice, and Grant Deed](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The following is an excerpt of the Facsimile we sent to the Owner of Alexan Bellecour:

“October 13, 2004

L&B/TCR Lake Forest Limited Liability Corporation (LLC)  
949 South Coast Drive, Suite 400  
Costa Mesa, California 92626-7733  
Phone (714) 966-9355  
Fax (714) 966-9363

Subject: Security Deposit Unit #307 of Alexan Bellecour Apartments in Lake Forest California

Alexan Bellecour gave us a Move Out Statement wrongfully claiming \$105.00 of our security deposit for a needless cleaning of Apartment #307. The attached cleaning invoice (Building Enhancement Network Incorporated 22961 Triton Way #D, Laguna Hills, California 92653) states that the cleaning was performed on 8/2/04; yet the invoice is dated 8/11/04 and the Alexan Bellecour Move Out Statement says the cleaning was performed on 7/31/04.

In addition, to the copy of our receipt for cleaning the carpet in Unit #307, which Larry Harmon (Leasing Manager) signed that he received, we have a video which shows that we left Apartment #307 in cleaner condition than when we leased it. Using our security deposit for “disinfecting” unreasonable cleaning goes against section 5 of our Lease and against California Civil Code Section 1950.5 (b), which states that “the security deposit can only be used for amounts that are reasonably necessary for the purposes specified in subdivision (b)...(3) cleaning the premises.

We therefore request the rightful return of our security deposit from L&B/TCR Lake Forest LLC. We request return of both the \$105.00 wrongfully claimed for a needless cleaning and \$10.01 that Alexan Bellecour’s own Move Out Statement says you owe us, for a total of \$115.01. If you refuse, then you leave us only two actions we can take with you. Which one do you want us to take? (a) Mediation or (b) Lawsuit in Small Claims Court for illegal retention of our security deposit and bad faith, which allows us up to \$600.00 in additional damages.

If we do not receive a response from L&B/TCR Lake Forest LLC or its agents within two weeks of our sending this letter, you will be forcing us to pursue legal action.”

If the reader is interested in viewing the fax dated 10/13/04 to the owners of Alexan Bellecour from the Lahams, then please go to hyperlink [Alexan Bellecour Fax to Owners](http://www.bullcrapbusters.com/AlexanBellecourFaxtoOwners) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the thirty-day notice to vacate, receipt for truck mounted steam cleaning of carpet, and documentation of successful completion of water bill account, then please go to hyperlink [Alexan Bellecour Notice to Vacate](http://www.bullcrapbusters.com/AlexanBellecourNoticeToVacate) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the first move out statement from Alexan Bellecour showing wrongful deduction of our security deposit along with erroneous cleaning charges, and second move out statement from Alexan Bellecour showing rightful return of our security deposit along with reversal of erroneous cleaning charges and security deposit refund check then please go to hyperlinks [Alexan Bellecor first and second Move Out Statements](http://www.bullcrapbusters.com/AlexanBellecorfirstandsecondMoveOutStatements) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 10/28/04 we received a check from Alexan Bellecour Management (Managed by West RS, Incorporated) from Bank of America check #2226 dated 10/28/04 in the amount of \$115.01.

### **The Broken Record**

Another scheme that the wannabe big business bully employs to make the worker or patron “go away” is the broken record. No matter what your request is the business will keep on repeating the same old reply even when it clearly does not make any sense to. What does one do when one has to go to the bathroom...immediately? It’s an emergency! There you are with your pants ready to burst open with the “nature will not be denied” signal fully activated. You are an out-of-towner. Not knowing which establishment supplies public bathrooms you go to the nearest one. As you approach waddling to and fro with your truckload of “handle with care” and/or “fragile” sack, and both of your cheeks are burning bright red, lo and behold the clerk behind the desk in a chirpy sadistic sounding voice says, “We do NOT have any public bathrooms”. But her, “that is not our policy” broken record does not hold back nature’s call and your, “I could not hold it in any longer” butt is hauled off to the local police station for indecent exposure because you could not help but leave a deposit at the business door’s entrance. Sounds crazy? It almost happened to me, once, when a clerk in a LOWE’S HARDWARE STORE thought that it was cool to be cruel by refusing to give me proper directions to the store’s public bathroom facilities no matter how many times I asked for directions to the bathroom. I kept walking around in circles and not finding the woman’s lounge where he said it would be. I felt like I was going to uncontrollably pee all over the floor right in front of the clerk. His only reply was, “Don’t do that.” I finally found the bathroom on my own. I left him with the colorful

metaphors that all people learn in any given language. So the next time you here the broken record line of for instance, “That is not our policy” just remember this: The purpose of any rule is to protect sensibility. If it does not, then it is meant to be broken.

### **Getting the Run Around**

The wannabe big business bully will dupe the worker or patron into believing that he is doing its utmost to be cooperative with regard to processing a legitimate complaint when he is really being downright uncooperative in order to stop a legitimate complaint from being filed. This is called giving the run around. The oral or written legitimate grievance is passed around like a Frisbee in a public park at a picnic on the fourth of July. No one within the business’s bureaucracy will say, “The buck stops here”. Instead, listen to the chant of the “anybody coulda, somebody shoulda, but nobody woulda” beat of the drum. I call it the “Boomerang Effect”. In this scenario the CEO or President of the business takes the legitimate concern that comes whizzing into his top floor executive office and deflects it right back down into the lowly lap of the flunky who caused all of the trouble. There! No you are back to square one. You do not pass go. You do not collect two hundred dollars. And if you don’t keep calm you will go directly to jail without any get out of jail free card.

### **Escalating the Conflict**

Resentful that the worker or patron has a legitimate concern, the wannabe big business bully resorts to retaliation. Instead of aiming to seek resolution by a) offering an apology or b) giving a monetary compensation or c) exchanging a dysfunctional product or service for a functional one or d) replacing customer nervous with customer service. Instead the wannabe big business bully chooses e) none of the above by making the decision to do f) by taking an otherwise easily resolvable conflict and turning it into a blown out of proportion lose-lose situation.

The following is a real life scenario entitled “Tease Apartments” that illustrates via a series of correspondences written in excerpt form and quoted verbatim how the wannabe big business bully escalates a conflict:

On 2/8/03, we moved into apartment #8316 at ALIZE APARTMENT HOMES located at 2 Enterprise, Aliso Viejo, California 92656. Phone number: 949-716-5600. Fax number:: 949-716-5600. All was heavenly peaceful until...

If the reader is interested in viewing the Alize’s Lease then please go to hyperlink [Alize Lease](http://www.bullcrapbusters.com/Alize_Lease) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

March 7, 2003



**COX COMMUNICATIONS**

Leo Brennen, General Manager  
29947 Avenida De La Banderes  
Rancho Santa Margarita, California 92688  
Fax: 949-679-5001

“Dear Mr. Brennon,

We would like to bring to your attention that we are in a billing dispute with Cox.

In February 2003 we called Cox and requested service to our home because Channel 19 was not coming in clearly. We asked Cox to send us a technician who would amplify the signal on our TV in order to make channel 19 come in.

On 2/20/03 a Cox Employee named Cristian was dispatched to our home. He told us he could not fix channel 19 because there was a faulty cable inside of the building where we live. (Enclosed is a note from Cristian, Cox employee, #76503 stating the above). He did not amplify our signal as we had requested. After he left channels 2, 5, 7,8, 12, 16, 20, 22, 25, 36, and 58 had all suddenly went bad. We discovered that this was because Crisitan had left the connectors loose on our TV, so we promptly tightened them, which returned our cable reception to its previous status before Cristian came to our home.

We contacted Cox Customer Service again requesting that our signal be amplified. We did not agree with Cristian’s diagnosis of our problem because we had had this same problem with channel 19 at our previous residence (The Mallarca Condominiums at Lake Mission Viejo) and a Cox technician had amplified the signal, which resulted in channel 19 coming in perfectly.

On 2/27/03, a Cox employee named David, who we believe is Cox employee #76551, came to our home. David told us that there was NOT a faulty cable inside of the building were we live. He then went to the cable box inside of our apartment (in our bedroom) and started changing connectors. (This is what David told us that he did. We did not go with him so we did not know what David did). After that, we turned on the TV, and suddenly every single channel was so bad that all we could see was faint images and lots of snow. David then left our apartment and came back a few minutes later with a man whom he identified as his supervisor, Ray. They both looked at our TV screen. Then, David and Ray went to the building’s main cable box (outside of our apartment). They came back to our home about 15 minutes later. They turned on the TV and now all of the channels had become so horrible that all you could see was snow. Now David and Ray claimed that 15 feet inside of the building was a faulty cable. And that the only way to fix the cable

was to break into the wall inside of the building where we live. We asked David and Ray how our cable reception suddenly became so horrible. They claimed that they may have accidentally yanked on the faulty cable inside of the wall. We replied that this could not be so because the faulty cable inside of the building is unreachable so it could not become tampered with from outside of the building. Also, all of the channels went very bad RIGHT AFTER David changed the connectors in the cable box INSIDE OUR APARTMENT. David and Ray had no explanation for this, other than to heap a bunch of rude insults at us such as that we were creating negativity and we did not want to be confused with the facts. We requested their business cards because we wanted to report this incident to Cox. They refused to give us their business cards. Why within the hour that David and Ray were at our home, did our cable reception fall to 0%, especially since the faulty cable inside of the building is unreachable so it could not have been tampered with?

On 2/28/03 at 10:30 in the morning, I was shocked awake by thirty extremely loud and forceful bangs on our door. The knocking sounded angry, so I looked through the peephole and I discovered that it was a Cox employee who looked like Cristian. I did not open the door because the knocks sounded hostile. Later, I opened the door thinking Cox would leave us a note letting us know that they were there, as Cox Employee Dan Reese had done when he installed our cable (when we lived at the Springs Condominiums in Irvine). There was nothing.”

On 2/28/03 at 2:30 in the afternoon, I discovered that all of our channels were once again operative, but reception was clearly unsatisfactory and significantly less than what it was before we ever had called any of Cox technicians’ to fix it. This was after we had no reception for 24 hours.

WE WERE TOLD BY ALIZE MANAGEMENT THAT COX HAD COME OUT THAT MORNING AND BROKE INSIDE OF THEIR WALL TO FIX A FAULTY CABLE.

If the problem was a faulty cable inside of our building, then 1) why was our cable currently at 70% reception with many channels, especially at the low frequency end, not coming in properly, and the sound varies greatly and sometimes does not even come in clearly from channel to channel? Before any of your Cox technicians came to our home, the cable reception was at 97%, with only channel 19 not coming in, and the sound was perfect (Please see note from Cristian Cox employee#76503 enclosed to verify this). 2) Why, within the hour that Dave and Ray were at our home, did our cable reception fall to 0%, especially since the faulty cable inside of the building is unreachable so it could not have been tampered with from the outside? 3) Why is our cable currently at 70% reception, when our TV works just fine?”

[NOTE TO READER: THE DAY AFTER RAY AND DAVE CAME TO OUR HOME WE LOOKED AT THE CO-AXIAL CONNECTORS

TO WHICH WE HAD ACCESS BEHIND THE TV AND IN A BOX IN THE BEDROOM CLOSET. WE NOTICED THAT SOME OF THESE CONNECTIONS WERE LOOSE AND OTHERS WERE MISSING THE CENTER CONDUCTOR. SO WE PUT NEW CONNECTORS ON. AFTER THAT, OUR TV RECEPTION WENT FROM 0% TO 70% RECEPTION].

“Come and see our cable television for yourself if you don’t believe us. We will not pay anymore Cox bills unless the problem is rectified. If we do not hear from you we will terminate our account with Cox.”

If the reader is interested in viewing the fax sent to Cox along with its enclosures from the Lahams dated 3/7/03 then please go to hyperlink [Fax Leo Brennan](http://www.bullcrapbusters.com/Fax%20Leo%20Brennan) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

\* \* \*

May 15, 2003

COX COMMUNICATIONS  
Leo Brennen, General Manager  
29947 Avenida De La Banderes  
Rancho Santa Margarita, California 92688  
Fax: 949-679-5001

“Dear Mr. Brennon,

On 5/14/03 we received a notice from Cox to either pay our outstanding bill or our service will be disconnected. Since this is apparently your response to our letter to you dated 3/7/03 we are now demanding that you disconnect our service and terminate our account with Cox.”

If the reader is interested in viewing the letter dated 5/15/03 to Cox Communications from the Lahams then please go to hyperlink [Letter Leo Brennan](http://www.bullcrapbusters.com/Letter%20Leo%20Brennan) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

\* \* \*

May 20, 2003

“Dear Mr. and Mrs. Laham,

...To resolve this issue, I have taken the liberty or scheduling a service appointment for today.

Tracy Williams  
Customer Relations Specialist”

If the reader is interested in viewing the fax dated 5/20/03 from Cox

Communications to the Lahams then please go to hyperlink [Fax Tracy Williams](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 5/20/03 we noticed a “Sorry we missed you” flier from Cox dated 5/20/03 @3:20 p.m.

If the reader is interested in viewing the Cox Flier posted on 5/20/03 then please go to hyperlink [Cox Flier](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

\* \* \*

May 27, 2003

#### COX COMMUNICATIONS

Tracy Williams, Customer Relations Specialist  
29947 Avenida De Las Banderes  
Rancho Santa Margarita, California 92688  
Fax 949-546-3306

“Dear Ms. Williams,

Unfortunately, there was not enough time to coordinate our schedule with the appointment you took the liberty of setting up for us on 5/20/03 between 3 p.m. and 5 p.m.

If you insist on evaluating the problem with our cable in order to verify that what we have stated is the truth, you are welcome to do so, but your technicians do not have to repair the malfunction.

Our trust in Cox has become permanently destroyed for the following reasons: 1) The gross unprofessional and abusive manner in which the three employees (Cristian, Dave, and Ray) we mentioned to you dealt with us back on 2/20/03, 2/21/03, and 2/27/03. 2) You did not inform us if Cox intends to make them accountable for what they did. 3) A lot of time has elapsed since we first reported this problem to Cox and we did not hear from Cox until now. Therefore, in fear that this outrageous and shocking behavior may happen to us again, we will no longer be a customer of Cox. So again we request disconnection of our service and termination of our account with Cox at your earliest convenience.

We insist that both we and the Senior Technicians of Cox you plan to send to our home sign a written agreement stating what is TRUTH regarding our cable problem. A signed copy of this document must be left with us at our home at the time of completion of your Cox technicians’ evaluation of our cable. We insist on this document due to the deceiving and abusive manner in which the previous three Cox employees dealt with us for no reason.”

If the reader is interested in viewing the fax dated 5/27/03 to Cox

Communications from the Lahams then please go to hyperlink [Fax Tracy Williams](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

\* \* \*

May 28, 2003

“Dear Mr. and Mrs. Laham

We will definitely accept the opportunity to evaluate the poor reception issue there at your home. Our technicians will letterhead available and will record for you a summary of their diagnosis of the issue as well as what is needed to remedy the situation. The technicians will be able to sign this and leave you with a copy for your review.”

Per your request, I have disconnected your service today and backdated the disconnection to February 20, 2003, when you first made us aware of the reception problem. This should result in a small credit balance on your account that will be refunded to you shortly.

Tracy Williams  
Customer Relations Specialist”

If the reader is interested in viewing the fax dated 5/28/03 from Cox Communications to the Lahams then please go to hyperlink [Fax Tracy Williams](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

\* \* \*

May 29, 2003

“Dear Ms. Williams,

You are welcome to send your Field Service Supervisor to our home on Saturday, May 31, 2003. However, we need you to confirm the time that he will be out to our home on Saturday before 1:30 p.m. Friday, May 30, 2003, via our work fax below, so that we can be available for him. We hope he is not the same supervisor Ray we already had to complain about!

In addition, we need you to turn our cable back on by the close of business this Friday, May 30, 2003, since the cable will have to be on for your technicians to evaluate what is behind the cable problem this Saturday, May 31, 2003. Otherwise, if the cable is not back on, we will not keep our appointment for this Saturday. After your Cox technicians have diagnosed our cable problem, and remedied it, please disconnect our cable again.”

[[Note to Reader](#): It was necessary for the cable to our apartment to be



re-connected before the Cox technicians came to our home so that there would be a signal to be evaluated].

If the reader is interested in viewing the fax dated 5/29/03 to Cox Communications from the Lahams then please go to hyperlink [Fax Tracy Williams](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

\* \* \*

May 29, 2003

“Dear Mr. and Mrs. Laham

I have coordinated the schedules of our Field Service Supervisor, Robert Van Horn, and the building maintenance crew for your apartment complex to meet there at your home on Saturday, May 31, 2003 11:00 am.

I do not understand why you request your service to be reactivated today, as Mr. Van Horn is fully capable of activating the line once he arrives on Saturday. I cannot accommodate this request as I have already disrupted our normal dispatching procedures on Wednesday, May 28, 2003, by accommodating your prior requests to disconnect service.

If the reader is interested in viewing the fax dated 5/29/03 from Cox Communications to the Lahams then please go to hyperlink [Fax Tracy Williams](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

\* \* \*

May 30, 2003

“Dear Ms. Williams,

We regret to inform you that we will not keep the appointment for Saturday, May 31, 2003, at 11:00 a.m. because of the following reasons:

- 1) You never agreed to our terms where BOTH we and Cox sign a document showing that we and Cox agree with what is stated within it.
- 2) In paragraph 3 of our letter to you that you received via FAX on 5/27/03, we asked you to terminate our Cox cable at the END of the same paragraph which BEGAN with our offer to Cox to come to our home to diagnose and remedy our cable problem. This made it perfectly clear that first Cox was to evaluate the cable problem and afterwards disconnect our cable. But you went ahead and disconnected our cable BEFORE your Cox technicians are supposed to come out on Saturday 5/31/2003. Why didn't you wait until AFTER the Cox technician did his evaluation of our cable and then shut off our cable as we requested? This

would have made much more sense. Now that our cable is turned off if you don't turn it back on again BEFORE our meeting with Robert Van Horn, Field Service Supervisor, on Saturday 5/31/2003 at 11:00 a.m., how do we know that it has not been tampered with? In your letter dated 5/29/03 you state that you have the authority to disconnect our cable but that you cannot reconnect it, especially since you said that Robert Van Horn is fully capable of reactivating the line once he arrives on Saturday. If he can do it, why can't you? We find this impossible to believe.

3) (a) We do not understand your last minute request, to which it was too late to respond, that Alize Apartment maintenance crew be a part of our meeting with Cox this Saturday, 5/31/03 at 11:00 a.m. Three months ago, when our problem with Cox began, we requested that the Alize Apartment staff make a five minute call to their Cox contact to fix our cable. But they refused and stated that our cable problem is between Cox and us. So under no circumstances are we now going to allow Alize Apartment maintenance crew to become involved with our problem with Cox.

(b) We do not see any reason why Alize apartment maintenance crew needs to be at our apartment Saturday, 5/31/03 at 11:00 a.m. All we have to do is open our apartment door to let your Cox employee come in and lead him to the cable box inside of our closet.

(c) If, for any reason, you felt that you might need the presence of Alize Apartment maintenance crew, then you should have already discussed that with us earlier. You have not yet even evaluated our cable problem, so how do you know if you would even need their services? Since you suddenly want them to be a part of our meeting with Cox, we believe that you are not really interested in resolving our cable problem with integrity.

As a former customer of Cox for five years with excellent credit, there would be no other reason that we would report a cable problem to Cox other than there is one. We desired to accommodate Cox by allowing you the opportunity of coming into our home, for the THIRD time now, to evaluate once and for all what the truth is regarding your cable in Alize apartment #8316. This was for your benefit. But because of your unwillingness to accommodate us on the points we mentioned above, we are now no longer willing to accommodate Cox is discovering what the cable problem is.

Please do not correspond with us any more as we will not read or acknowledge anything further from Cox. Good bye.”

If the reader is interested in viewing the fax dated 5/30/03 to Cox Communications from the Lahams then please go to hyperlink [Fax Tracy Williams](http://www.bullcrapbusters.com/FaxTracyWilliams) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 5/20/03 we noticed a "Sorry we missed you" flier from Cox dated 5/31/03 @11:00 a.m.

If the reader is interested in viewing the Cox Flier posted on 5/31/03 then please go to hyperlink [Cox Flier](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 8/28/03 we received from Cox a check for our refund of a credit of \$59.82, which we were supposed to receive according to the letter from Tracy Williams dated 5/28/03.

If the reader is interested in viewing the refund check dated 8/28/03 from Cox to the Lahams then please go to hyperlink [Cox Refund Check](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

\* \* \*

When all was said and done we figured out what had happened with our Cox Cable. When we moved into Alize our Cox Cable TV reception was 97%. Only channel 19 did not come in clearly. We requested that Cox employee Cristian amplify the signal as a Cox cable employee had done in our previous residence and thereby successfully brought the reception for channel 19 in clearly. Instead Cristian lied that there was a faulty cable inside of the wall of the Alize building. Then, Cox employees Dave and Ray came to our home. Again we requested that they amplify the signal. Again they refused and instead went into the Cox Cable box inside of our apartment and the Cox Cable box outside of our apartment and loosened the co-axial cable connectors thereby causing our TV Cable reception to fall down to 0%. Apparently, their motive was to substantiate Cristian's lie, and punish us for voicing our legitimate complaint, rather than resolve the issue of poor reception for channel 19. After that, we noticed the loose co-axial cable connectors in the Cox Cable box in our bedroom's closet and tighten them. This brought our TV Cable reception up to 70%. We were not able to go into the Cox Cable box outside as it was always locked and we had no authorization to do so. Thereby our TV Cable reception remained at 70%. We complained about what happen to Cox. Instead of reprimanding their recalcitrant employees, Cristian, Dave, and Ray, Cox continued the ruse that indeed our TV's overall poor reception was due to a faulty cable inside of the wall of the Alize apartment complex. Conclusion, we refused to pay for the period that Cox gave us customer disservice and substandard cable service, and boycotted Cox forever more.

\* \* \*

May 31, 2003

FAIRFIELD PROPERTIES INCORPORATED  
5510 Morehouse Drive, Suite 200

San Diego, California 92121-9294

“To Whom It May Concern:

YOUR ADVERTISEMENT QUOTES “SHOULD YOU HAVE ANY ADDITIONAL NEEDS PLEASE DO NOT HESITATE TO CONTACT ANY STAFF MEMBER.” (See Your Post Card enclosed). We contacted Alize regarding a problem we had with Cox. On 2/28/03 we asked Leasing Agent ALICE CAREY if Alize could make a FIVE-MINUTE CALL to their contact at Cox to clear up a problem we were having with our Cox Cable. Her solution was to refuse to do so, followed by her reply that it was between Cox and us. This was after we had already tried to deal with Cox ourselves to no avail.

YOUR ADVERTISEMENT QUOTES “PLEASE RATE THE SERVICE OF OUR STAFF.” (See Your Blue Post Card enclosed). On 6/5/03 when we told ALICE CAREY that we did not appreciate her lying to us that our Cox cable had been fixed when it had not. Alice Carey got verbally abusive with us by falsely accusing us of being high maintenance tenants, telling us that she is going to gossip about us to all of the office staff, and by ordering us to get out of the Alize Leasing Office and never come back. We told Alice Carey, “We pay all of rent early, are quiet and clean tenants. How is that high maintenance?!” After that, Alize’s assistant manager, VANESSA WILLIAMS, RETALIATED against us for voicing our legitimate complaint to Alice Carey by telling us that we were permanently banned from the Alize Leasing Office. It is ILLEGAL to commit retaliation against residents for exercising their tenant rights. (See California Civil Code Section 1942.5 (c)) Such means that you are causing us monetary damage by forcing us to have to send our remaining rent checks via certified mail (which is extra money out of our pocket) in order to make certain that our rent payments are received by Alize before they are due. In addition, we will not be able to use the business center since it is located in the Alize Office even though we are paying for such amenities. This is an infringement upon our tenant rights.

YOUR ADVERTISEMENT QUOTES “PLEASE LET USKNOW IF THERE IS ANYTHING WE CAN DO TO MAKE YOUR HOME MORE ENJOYABLE.” (See Penguin Card enclosed). We had been living here only TWO WEEKS when all of this nonsense happened. So you can make our home more enjoyable by DISSOLVING OUR LEASE as we do not wish to stay here any longer. If not then we will NOT RENEW our Lease when it expires.

Our feedback to you is “Thank you for showing us the UNFAIRFIELD DIFFERENCE by acting in accordance with the DOUBLE STANDARD that we have to follow the rules to the letter but Alize does NOT have to abide by its OWN Lease!!! YOUR PIGGY BANK FATTENER ADVERTISEMENT quotes, “Receive a referral bonus of \$400.00 for recommending someone who becomes a resident.” We now know why

you have to BRIBE your tenants to get referrals. (See Piggy Bank Card enclosed).

Very Disgustedly Yours,

Michael and Elana Laham  
2 Enterprise #8316  
Aliso Viejo, CA 92656  
FAX 562-982-5711

Enclosed: Post Card, Penguin Post Card. Piggy Bank Card"

If the reader is interested in viewing the letter dated 5/31/03 to Fairfield Properties Incorporated from the Lahams along with its false advertisements enclosures then please go to hyperlink [Fairfield Letter](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

\* \* \*

We received NO REPLY from FAIRFIELD

\* \* \*

On 6/5/03 we picketed Alize. WE WERE SO DISGUSTED WITH THE WAY IN WHICH ALIZE WAS TREATING US.

\* \* \*

June 19, 2003

“ATTORNEY FOR ALIZE  
Gary Gough  
1442 Irvine Blvd. Suite 125  
Tustin, California 92780  
Phone: 714-505-7020 Fax: 714-505-7022

To Gary Gough,

Your behavior is akin to a brain fart that came out of the Devil's feces chamber. Your demeanor is that of a worthless piece of spit. This is our reply to your empty name calling of us in your letter to us dated 6/13/03. If you are going to call people names at least tell the TRUTH like we do. We are thoroughly amazed at how your three-paged letter is so charged with BULL CRAP!!! Is this the best that you can do you world class bully coward is conjure up biased “hear say” rumors from the non-credible witnesses of Alize's staff who will say any lie in order to keep their jobs? Where is your unbiased evidence?

You stated in your letter page 2, paragraph 4, that, I may run the serious



risk of producing slander or libel and you gave us your unsolicited advice that we consult an attorney. Did you get your law degree from the House of Pancakes? You need to consult an attorney because, according to the LAW of defamation of character, it is only deemed SLANDER or LIBEL if what we say or write is FALSE. Also, the burden of proof is on you that we are lying and that we have caused monetary damage to Alize. The only way that you can prove that you are telling the truth is if you employ non-credible witnesses who commit perjury, pay off the local police who break the law, or bribe a corrupt judge who is in contempt of his own court. However, you are right about one thing, you will be more than happy to pervert anything that we say or write into something that it never ever was.

**YOUR OWN WORDS CONTRADICT YOU.** You stated in your letter page 1, paragraph 2, that, “ACCORDING TO ALIZE’S LEASE WE ARE NOT SUBJECT TO BE EVICTED WITHOUT JUST CAUSE”. Then, throughout your letter you lie, slander, and libel our character by falsely claiming that, 1) “I demonstrated belligerent behavior” and 2) “My demeanor was abusive” and 3) “I was totally out of line” and 4) “I went far beyond what would be expected in a civilized disagreement” and 5) “My behavior was emotionally charged” and 6) “I felt I needed to advise your client’s assistant manager that I would not throw any furniture at her or hit her” and 7) “The situation was volatile” and 8) “That we display anti-social behavior”. [Reader’s Note: Notice how this flunky attorney has to use adjectives to describe fictitious behavior versus verbs to describe factual actions as he has no factual evidence to substantiate his claims]. To support your claim did you find any broken furniture in the Alize Office? Did any of the Alize Staff produce any recent medical reports indicating bruises or broken bones? Did anyone file a police report against us? Where is your video camera recording what we said or did on 6/5/03 in the Alize Office? WOW! HOW DARE WE EXERCISE OUR FREEDOM OF SPEECH OR HUMAN RIGHTS IN A DIGNIFIED MANNER!!! FOR IF WE DO SO WE WILL BE VICTIMIZED BY THE PERPETRATOR’S SICK TWISTED IMAGINATION.

If what you say about us was true, then, according to Alize’s Lease, we woulda, shoulda, coulda be evicted and immediately as ALIZE HAS JUST CAUSE TO EVICT US.

**YOUR OWN WORDS CONTRADICT YOU.** You said in your letter page 2, paragraph 5, that, “My client is legally obligated to honor the terms of the Lease”. Ah! The bully coward wants his cake and desires to eat it too. If we are the potentially dangerous people that you claim we are, then why in the world woulda, shoulda, coulda Alize wish to retain us? As far as your comment goes, “To try to pressure my client into releasing you from the terms of the Lease”, we reply as follows: If we were potentially dangerous people who are acting in a potentially violent manner in order to get out of our Lease then Alize woulda, shoulda,

coulda let us go for Alize's own safety.

**YOUR OWN WORDS CONTRADICT YOU.** You said in your letter page 3, paragraph 1, that, "If my client were to allow tenants who demonstrate anti-social behavior or attempt to damage the business of my client to break their Lease, it would only encourage more anti-social behavior or reward those who attempt to damage the business of my client". Why should we risk acting potentially dangerous so we can go to jail and/or be bankrupt by a lawsuit just to get out of our Lease that expires in eight months? **ALIZE IS THE ANTI-SOCIAL ENTITY THAT IS TERRORIZING US BY MAKING IT AN UNSAFE ENVIRONMENT FOR US TO LIVE AND BY BEING VERBALLY ABUSIVE TOWARDS US JUST BECAUSE WE EXERCISE OUR FREEDOM OF SPEECH AND VOICED A LEGITIMATE COMPLAINT.** Therefore, of course we want to leave, and immediately. No one in their right mind desires to live in a **CONCENTRATION CAMP**, especially when they have to pay rent to **ADOLPH HITLER**.

**YOUR OWN WORDS CONTRADICT YOU.** If it were so, that we are attempting to act in an anti-social behavior or attempting to damage Alize's business in order to break our Lease then the crucial question is why do we want to dissolve our Lease in the first place? We can well afford the rent. We aren't mentally ill or criminally insane. Things don't just happen in a vacuum. So you can't just claim that for no reason we suddenly want to have our Lease dissolved and so are acting in an anti-social behavior or attempting to damage Alize's business in order to do so.

**YOUR OWN WORDS CONTRADICT YOU.** You stated in your letter page 2, paragraph 4, that, "I am intrigued by the eloquence of your writing style..." and in your letter page 3, paragraph 2, that, "It is apparent to me that you are intelligent tenants." Yet you already have stated above that we are potentially threatening violent anti-social people. People who communicate use the truth to get what they need. People who tell lies resort to violence to get what they want.

Whether or not Alize is willing to dissolve Alize's Lease, after Alize's Lease expires, the bottom line is that we are **LEAVING**. So Alize loses.

**YOU DISTORT THE TRUTH.** You stated in your letter page 1, paragraph 3 that our intention was to **QUIT** the Alize's Lease early because we had issues with our **CABLE TV**. We never ever said that we intend to **BREAK** our Lease. We said that legally all parties pertaining to Alize's Lease can agree to **DISSOLVE** Alize's Lease. We said that we wish to dissolve Alize's Lease since we have issues with **ALIZE**.

**YOU DISTORT THE TRUTH.** You stated in your letter page 2 paragraph 1, that, "I am deeply disturbed that the situation was so volatile that you felt it necessary to warn my client's assistant manager

that you would not attack her as if the assistant manager indeed felt threatened by your behavior”. Then in your letter page 2, paragraph 2, you stated that, “Because of this...my client felt it necessary to call the Orange County Police Department. This was done to provide notice to the Orange County Police Department of a possible threat to one’s life...to provide protection to my client’s employees”. If your client (Vanessa Nicholas) was not afraid then why did she call the police? The answer is that your client Vanessa Nicholas was not afraid since I never said any such things and because I acted in an assertive and calm manner, which any video camera would have clearly confirmed. She called the police for the sole purpose of vilifying us. Moreover, you stated in your letter page 2, paragraph 2, that the police came but we did not answer our door. How would you know? Are you our apartment’s wall? It so happens we went to buy food after we left the Alize office on 6/5/03. If the police needed to talk to us why didn’t they leave a note on our door? Furthermore, you stated in your letter page 2, paragraph 2, that, “I...strongly advised you to contact Deputy Sheriff Lisa Von Nordheim...to discuss the incident...” If the police wanted to talk to us, we were standing in the Alize parking lot when they pulled up to the Alize office. So why didn’t they talk to us? I’ll tell you why. They did not even recognize that we were the ones that Alize called them about as we were not the least bit agitated since we had done absolutely nothing wrong.

You said in your letter page 3, paragraph 3 that, ”If you attempt to entice the Leasing Office or accost any of Alize’s employees we will immediately call the police to have you removed from the premises.” Why don’t you have Alize put this in writing so we can SUE Alize for RETALIATION?

You said in your letter page 2, paragraph 3, that, “...this matter has not yet been resolved...” This is because you and Alize are not interested in resolving anything, only in making trouble by escalating everything.

Most Sincerely Yours,

Michael and Elana Laham  
2 Enterprise, Apartment #8316  
Aliso Viejo, CA 92656"

If the reader is interested in viewing the letter dated 6/19/03 to Gary Gough from the Lahams along with the letter dated 6/13/03 from Gary Gough to the Lahams for cross referencing then please go to hyperlink [Letters Gary J. Gough Fairfield Attorney](http://www.bullcrapbusters.com/Corporate–Elite–Bully.html) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

\* \* \*

June 25, 2003

“Captain T. Davis  
Aliso Viejo Sheriff Station  
11 Journey  
Aliso Viejo, CA 92656  
PHONE (949) 425-1800  
FAX (949) 425-1827

“Dear Captain T. Davis,

We are requesting, in writing, from you whether or not any police reports were filed against Michael and/or Elana Laham on 6/5/03, or about that date, or any other time during the year 2003, by Alize Apartment staff or tenants...”

If the reader is interested in viewing the letter dated 6/25/03 to the Aliso Viejo Sheriff from the Lahams then please go to hyperlink [Letter Captain T. Davis](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

\* \* \*

August 12, 2003

“Dear Michael Laham and Elana Laham,

... There were no formal reports generated ... The only records generated were “CAD (Computer Aided Dispatch) operation reports ...

... All calls for service are issued a number but that number is not an indicator that a crime report was written... A CAD event is not a record of complaint, rather it is a record of a call for service.

... Despite your having no legal right to the CAD Operational Reports, the Sheriff-Coroner has elected to provide copies to you, but information from which the identities of the complaining parties could be gleaned will be redacted because this information is confidential ...

Sincerely,

Captain Ron Wilkerson”

Enclosed with the letter above were three CAD Operation Reports. The first CAD is dated 6/5/03. It documents a call by the Leasing Office Alize that, “Two residents are in the Office VERBALLY HARASSING the employees”. We knew what this CAD report was about since on 6/5/03 we went to the Alize Leasing Office to voice a legitimate complaint about the ongoing rude and unprofessional manner in which Alize staff was treating us. While we were voicing in a peaceful manner our legitimate complaint to Alize’s Assistant Manger named, VANESSA

NICHOLAS, she told us that she had ALREADY called 911 and that we had to leave. We did as she demanded. While we were in the Alize Leasing Office's parking lot getting into our car, the Orange County Sheriff's officers arrived. They pulled their police car up right next to ours. Completely ignoring us, they got out of their vehicle and went over to where Vanessa Nicholas was standing in front of the door of the Alize's Leasing Office. They asked her why she had made a 911 Emergency Call. This is all we overheard of their conversation. While the police were talking with Vanessa Nicholas they glanced over once at us. However, they did not communicate in any way that they needed to talk to us. It was as if they did not know that we were the ones that Alize had contacted them about. Obviously, if we were troublesome the police woulda, shoulda, coulda detained us for questioning or arrest us.

[Readers Note: It is against the LAW to make an Emergency 911 call when there is NO EMERGENCY]

We do not know what the other two CAD Operations Reports both dated 6/6/03 were about.

If the reader is interested in viewing the letter dated 8/12/03 from the Orange County Sheriff's Department to the Lahams along with the CAD Operations Report documents then please go to hyperlink Letter from Ron Wilkerson at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

\* \* \*

On 1/8/04 we moved out of Alize.

On 2/4/04 Alize sent us our move-out statement and entire Security Deposit Refund minus final water bill.

If the reader is interested in viewing Alize's Move-Out Statement and Security Deposit Refund check stub then please go to hyperlink Alize Move Out Statement at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

\* \* \*

March 22, 2004

Alize Apartments  
2 Enterprise  
Aliso Viejo, CA 92656  
Fax: 949-716-5610  
To Alize Apartments,

“To Alize Apartments,

Thank you for compensating us by spending expensive fees on your



lawyer and for the \$1,000.00 discount off our rent because we are excellent tenants. We know Alize does not give any discounts to tenants who are HIGH MAINTENANCE. We told you that you would pay for your ILLEGAL RETALIATION.

Why are tenants always coming and going at Alize, averaging three-month vacancies per unit? Is this revolving door policy your rack-and-stack-‘em-commissions work ethic? If so, hurry while it lasts, because Fairfield already sold her sister property Alicante to Sequoia Properties, and Alize always has to offer move-in discounts.

It feels good to be safe again. OUR NEW MANAGEMENT DOES NOT ESCALATE A FIVE MINUTE CALL TO COX INTO A PHONY 911 (EMERGENCY) CALL AND FALSE POLICE CAD REPORTS.”

Cc: Gary Gough, Fax 714-505-7022.”

If the reader is interested in viewing fax dated 3/22/04 to Alize and Alize’s Attorney from the Lahams then please go to hyperlink [Fax to Alize and Gary J. Gough](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

### **The Bed Bug Letter**

In my day, if a worker or patron had a legitimate complaint against a business, the business rectified the situation with a courtesy letter. The contents of the courtesy letter consisted of a formal apology, a refund and/or exchange for merchandise, and/or a gift certificate towards the customer’s next purchase. If the legitimate grievance involved a wayward employee, the business a) reprimanded or b) wrote up or c) docked pay or d) suspended or e), terminated the bad employee. Today, if a worker or patron files a legitimate grievance against the wannabe big business bully, he will add insult to injury to it by sending to the worker or patron what is known as a “bed bug” letter. The bed bug letter exacerbates the matter by a) defending the business or its employees or b) making lame excuses for the business or its employees or c) covering up the business’s incompetence, negligence and/or unethical business practices or that of its employees. There are two things you can do about the bed bug letter. You can say, “Good night I will not let the bed bugs bite” by returning it to sender unopened marked “refused”. The other is to read the bed bug letter so that you can exercise the wannabe big business bully’s grievance procedure, if he has one. That way you will cost the wannabe big business bully money for having to process your legitimate complaint. If you prefer to send your legitimate complaint in writing, I advise you to send to the wannabe big business bully via certified mail, facsimile, or e-mail. That way you will have documentation that the wannabe big business bully did receive it. If you decide to voice your legitimate concern, I advise you to use the wannabe big business bully’s toll free 800 or 888 prefixed telephone number. That way the wannabe big business bully will have to pay for the phone bill

instead of you, as long as you call from a land line not a cell phone, of course.

The following is a real life scenario entitled, “Dope Health” that illustrates via a series of correspondences written in excerpt form and quoted verbatim how the wannabe big business bully avoids dealing with a legitimate grievance by generating the bed bug letter:

\* \* \*

May 25, 2006

GROUP HEALTH COOPERATIVE  
P.O. Box 34590  
Seattle, WA 98124-1590  
Fax 206-901-6205

“To Customer Service:

On 4/7/06, I came to the Tacoma Specialty Medical Center because I had a red shaped ring growth on my right breast for two weeks and it suddenly started to itch profusely. A (DOCTOR) JOHN HOAGLAND SCHER diagnosed me with ringworm. He prescribed the medication called Clotrimazole & Betamethasone Dipropionate Cream...I ASKED HIM SEVERAL TIMES IF THIS MEDICATION HAD ANY STEROIDS IN IT BECAUSE I REFUSE TO TAKE ANYTHING WITH STEROIDS IN IT. HE TOLD ME THAT IT WAS AN ANTI-FUNGAL CREAM AND THAT IT DID OT HAVE ANY STEROIDS IN IT.”

[In case you the reader are wondering why I did not just read the label on the medication that was given to me for my ringworm to find out that it has steroids in it. Well, I did. The active ingredients were Clotrimazole and Betamethasone Dipropionate Cream. Unless one is in the medical profession one would not know that Betamethasone is a topical steroid. It is interesting to me that the food and drug administration lists this very difficult to pronounce and even harder to spell word – Betamethasone as a steroid ingredient instead of just using the word steroid to describe itself. I believe it is because the health industry does not want people to know that their medications have steroids in them.]

“On 5/10/06, I came to the Federal Way Medical Center because...I HAD SUDDENLY BROKEN OUT INTO A LARGE BLOOD RED RASH ALL OVER MY RIGHT BREAST AREA. My (PRIMARY CARE PHYSICIAN) MATHEW B. QUICK TOLD ME THAT HE THOUGHT IT MIGHT BE AN ALLERGIC REACTION TO THE MEDICATION I HAD BEEN TAKING FOR RINGWORM, WHICH HE INFORMED ME WAS BETAMETHASONE A STEROID. He then told me to wait ten days to see if the rash would go away by itself.

When I asked him if he knew what the rash was, HE SAID, ‘YOU HAVE AN ALIEN ON YOUR BREAST’. THOSE WERE HIS EXACT WORDS.

On 5/12/06, I returned to the Tacoma Specialty Medical Center because, not only was my red rash not getting better but it was spreading. A (DOCTOR) YUN-SUN CHOE said that he thought that I had some sort of fungus, but he did not know what fungus.

I then told him that I was frustrated with the fact that he...did not know what was going on with me. TO THAT HE BLURTED OUT, ‘YOU THINK I DON’T KNOW JACK SHIT’. THOSE WERE HIS EXACT WORDS.

On 5/16/06, I returned to the Federal Way Medical Center because THE RED REASH ON MY BREAST was not getting any worse but it WAS NOT IMPORIVING either. My (PRIMARY CARE PHYSICIAN), MATHEW B. QUICK referred me to a dermatologist named Jill Rosenthal in the Tacoma Medical Center.

On 5/17/06, I returned to the Tacoma Medical Center to see DERMATOLOGIST JILL ROSENTHAL. She diagnosed me as having Nummular Dermatitis, of which SHE SAID THAT SOME OF THE REDNESS MIGHT BE DUE TO THE STRONG STEROID IN THE FIRST CREAM(DOCTOR JOHN HOAGLAND SCHER PRESCRIBED.

BECAUSE OF HER OWN DIAGNOSIS THAT THE REDNESS MIGHT BE DUETO STEORIDS, I REQUESTED THAT SHE PUT IN MY MEDICAL FILE THT I WAS ALLERGIC TO STEROIDS. SHE REFUSED telling me that I had a reaction to steroids but that did not mean that I was allergic to them.

SHE THEN TOLD ME, ‘YOU WILL HAVE DIFFICULTY IN LIFE IF YOU DON’T TAKE STEROIDS BECAUSE STEROIDS ARE FOUND IN MOST MEDICATIONS’. THOSE WERE HER EXACT WORDS.

This makes no sense, because the MEANING OF THE WORD ALLERGIC IS ‘A REACTION TO A PREVIOUSLY ENCOUNTERED SUBSTANCE RESULTING IN SKIN RASH’ [SEE RANDOM HOUSE WEBSTER’S COLLEGE DICTIONARY FOURTH EDITION PAGE 35]. Per my request Jill Rosenthal put in my For Your Information (FYI) File that I do not want steroids of any type. But against my wishes she also wrote ‘Patient had neither an allergic reaction nor an intolerance (to steroids).’

Putting in the FYI section of my medical file that I refuse to use steroids would not have prevented (doctor) John Hoagland Scher from giving me

steroids against my wishes. Had (doctor) John Hoagland Scher honored my request (which I had made several times) that I did not want any medication with steroids in it, I would not be writing this letter. Therefore, since I had an allergic reaction to steroids, I demand that I be given a copy of my medical file showing the following statement has been added to it: I AM ALLERGIC TO STERIODS AND THEREFORE UNDER NO CIRCUMSTANCES SHOULD BE GIVEN ANY STERIODS...

Also, I demand a refund for all of the co-payments I had to make – 5 visits, which total \$50.00. I will be happy to give you copies of my receipts for these disservices. Also I demand a reimbursement for the drugs that (DOCTOR) JOHN HOAGLAND SCHER prescribed for me because he gave me steroids without my permission. That is \$5.00 for Clotrimazole & Betamethasone Dipropionate Cream. I demand a reimbursement for the drugs that Jill Rosenthal prescribed for me because they were not applicable to my condition and so I could not use any of them. They are as follows: \$15.00 for Tacrolimus Ointment, \$2.50 for Bacitracin, and \$6.95 for OT DML Moisturizer Lotion. I will be happy to give you copies of my receipts for these unused medications. I will be happy to return them to the pharmacy they came from, so that someone can verify that they have never been used. (They were not even opened). This is a total of \$29.45 for worthless medication. That is a grand total of \$79.45.”

If the reader is interested in viewing the fax dated 5/25/06 to Group Health, along with the documentation from Group Health showing that these visits did occur, then please go to hyperlink [Fax Group Health](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 5/26/06 and 6/30/06, I received a bed bug letter from Marsha-Jordan-Gee whose title was Member Quality of Care Grievances, located at Group Health Cooperative, 700 North Lily Road, Olympia, Washington 98506. Phone: 360-923-7010. Fax: 360-923-7099. It also had a toll free number of 1800-565-1393.

If the reader is interested in viewing the letters dated 5/26/06 and 6/30/06 from Group Health then please go to hyperlink [Marsha Jordan Gee](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 7/19/06 I wrote the following rebuttal letter to Group Health’s letter of 6/30/06.

Group Health’s bed bug letter was so full of confusion and contradictory nonsense that, rather than bore the reader with its insult to intelligence, I selected some salient excerpts, which I have quoted verbatim below. I have typed them in lower case italics. I have also typed excerpts of my own rebuttal letter, which I have quoted verbatim below. I have typed them in capitalized italics.

Steroids are natural compounds that are made by the body's adrenal glands daily, so that one never becomes allergic to all types of steroids.

TOMATOES ARE NATURAL TOO, BUT PEOPLE ARE ALLERGIC TO ANY AND ALL TYPES OF TOMATOES.

It is not clear that you had any type of reaction to the betamethasone-clotrimazole cream. However, if you did there is no evidence that it was either an allergy or intolerance to steroids.

AS I HAD ALREADY STATED IN MY LETTER TO GROUP HEALTH DATED 5/25/06, ACCORDING TO THE ENGLISH DICTIONARY THE DEFINITION OF AN ALLERGY IS 'A REACTION TO A PREVIOUSLY ENCOUNTERED SUBSTANCE RESULTING IN SKIN RASH' [SEE RANDOM HOUSE WEBSTER'S COLLEGE DICTIONARY FOURTH EDITION PAGE 35].

AS I HAD ALREADY STATED IN MY LETTER TO GROUP HEALTH DATED 5/25/06, ON 5/10/06, I CAME TO THE FEDERAL WAY MEDICAL CENTER BECAUSE...I HAD SUDDENLY BROKEN OUT INTO A LARGE BLOOD RED RASH ALL OVER MY RIGHT BREAST AREA. SO OBVIOUSLY, I AM ALLERGIC TO STEROIDS!

Steroids have a local immunosuppressive effect and block symptoms of allergy. Steroids can cause a topical allergic reaction, but they are generally very mild and not clinically noticeable.

NOTICE THE BLATANT CONTRADICTION HERE. ON THE ONE HAND, GROUP HEALTH IS CLAIMING THAT STEROIDS DO NOT CAUSE ALLERGIC REACTIONS. YET ON THE OTHER HAND, GROUP HEALTH IS CLAIMING THAT STEROIDS CAN CAUSE AN ALLERGIC REACTION. GROUP HEALTH CAN'T KEEP ITS LIES STRAIGHT!

It is possible that the cream contributed to some temporary increase in the tiny blood vessels in the skin. This represents neither an allergy nor an intolerance but a normal temporary effect of topical steroids (Betamethasone).

IT HAS BEEN SIX YEARS AND MY RIGHT BREAST TISSUE IS STILL STAINED WITH DARK PINKISH MULTIPLE WEB-LIKE RASH MARKINGS FROM THAT THE STEROID – BETAMETHASONE – DUMPED INTO IT. I DO NOT BELIEVE THAT ANY SANE HUMAN BEING WOULD CONSIDER THIS A NORMAL TEMPORARY EFFECT!

ALSO, WHO CARES WHETHER OR NOT MY REACTION TO THE STEROIDS WAS AN ALLERGIC ONE OR ONE OF INTOLERANCE.



THE POINT IS THAT, IF DOCTOR JOHN HOAGLAND SCHER WOULD HAVE CURED MY SIMPLE CASE OF RING WORM BY GIVING ME THE ANTI-FUNGAL CREAM WITHOUT THE STEROID COMPONENT (AS I REPEATED REQUESTED) I WOULD NOT HAVE HAD TO UNDERGO ANY REACTION TO STEROIDS!

It is likely that the topical steroid, Betamethasone, and not the antifungal agent Clotrimazole, caused your improvement.

NOT SO! AFTER DOING SOME RESEARCH OF MY OWN ON THE INTERNET ON THE WEB SITE CALLED [HTTP://EN.WIKIPEDIA.ORG/WIKI/CANDIDIASIS](http://en.wikipedia.org/wiki/Candidiasis), I FOUND OUT THAT MICONAZOLE IS A TYPE OF ANTIFUNGAL MEDICATION AND SO IS CLOTRIMAZOLE. BOTH TREAT FUNGAL INFECTIONS SUCH AS RINGWORM. CLOTRIMAZOLE AND MICONAZOLE ARE BOTH OVER THE COUNTER DRUGS. THIS MEANS THAT ONE CAN BUY IT WITHOUT A DOCTOR'S PRESCRIPTION.

I ALSO FOUND OUT THAT BETAMETHASONE IS USED IN CONJUNCTION WITH CLOTRIMAZOLE FOR THE SOLE PURPOSE OF ADDING STEROID PROPERTIES TO THIS MEDICATION WHICH HAS ALREADY BEEN PROVEN TO BE TRIED AND TRUE IN KILLING YEAST FUNGUS ALL BY ITSELF!!!

ON 4/7/06 I CONTRACTED RINGWORM. I USED THE CLOTRIMAZOLE AND BETAMETHASONE DIPROPIONATE CREAM THAT GROUP HEALTH HAD PRESCRIBED FOR ME.. FOUR WEEKS LATER THE RINGWORM WENT AWAY. ON 5/5/06 I HAD A RELAPSE OF RINGWORM. NOW THAT I KNEW THAT I WAS ALLERGIC TO STEROIDS, I WENT TO MY LOCAL PHARMACY AND BOUGHT THE OVER THE COUNTER ANTI-FUNGAL CREAM KNOWN AS MICONAZOLE NITRATE, WHICH DOES NOT HAVE ANY STEROIDS IN IT. AFTER USING IT FOR TWO WEEKS I HAD NO MORE RINGWORM. AFTER THAT, I HAD NO MORE RELAPSES EITHER.

DO THE MATH. IT TOOK TWICE AS LONG FOR THE MEDICATION WITH STEROIDS IN IT TO GET RID OF THE RINGWORM AS IT DID FOR THE MEDICATION WITHOUT STEROIDS IN IT.

You were seen...by (doctor) John Hoagland-Scher 4/7/06. You were evaluated for a two week concern of an itchy enlarging lesion near...your right breast. A scraping of the lesion was sent for a fungal culture, which was negative. (doctor) John Hoagland-Scher felt that the lesion was...ringworm, and prescribed betamethasone-clotrimazole, which is an

anti-fungal and topical steroid combination cream.

On 5/10/06, you were seen by (doctor) Mathew Quick, for a rash on the right...breast. (doctor) Quick thought it might have been a reaction to the prescribed cream.

...on 5/12/06...you saw (doctor) Yun-Sun Choe, for a new worsening rash under your breast. (doctor) Choe felt this new rash was consistent with yeast and prescribed miconazole cream...(doctor) Choe described the rash as moist and red.

MY GRIEVANCE LETTER TO GROUP HEALTH DATED 5/25/06, CLEARLY STATES THAT, ON 5/10/06, I CAME TO THE FEDERAL WAY MEDICAL CENTER BECAUSE...I HAD SUDDENLY BROKEN OUT INTO A LARGE BLOOD RED RASH ALL OVER MY RIGHT BREAST AREA.

I NEVER HAD ANY NEW RASH. I HAD ONLY ONE RASH AND IT WAS ALL OVER MY RIGHT BREAST.

GROUP HEALTH CAN'T KEEP ITS LIES STRAIGHT!

(doctor) Quick saw you again...on 5/16/06. At that time the rashes were all improving...and a fine rash under both breasts.

MY GRIEVANCE LETTER TO GROUP HEALTH DATED 5/25/06, CLEARLY STATE THAT, ON 5/16/06, I RETURNED TO THE FEDERAL WAY MEDICAL CENTER BECAUSE THE RED RASH ON MY RIGHT BREAST...WAS NOT IMPROVING!

MY RASH WAS NOT IMPROVING AND I ONLY HAD ONE RASH AND IT WAS ON MY RIGHT BREAST!

GROUP HEALTH CAN'T KEEP ITS LIES STRAIGHT!

(doctor) Jill Rosenthal saw you the following day (5/17/06). It was not clear if any part of the redness on the side of the right breast was due to the topical steroid, or just mild eczema.

GROUP HEALTH IS BLAMING MY REACTION TO STEROIDS ON ECZEMA.

ACCORDING TO THE ENGLISH DICTIONARY THE DEFINITION OF ECZEMA IS A NON-CONTAGIOUS SKIN DISORDER OF UNKNOWN CAUSE CHARACTERIZED BY INFLAMMATION, ITCHING, AND THE FORMATION OF SCALES. [SEE WEBSTER'S NEW WORLD COLLEGE DICTIONARY, FOURTH EDITION PAGE 452]. PER THE ENGLISH DICTIONARY'S DEFINITION ECZEMA IS NOT A RASH. I HAD A RASH ALL OVER MY RIGHT BREAST.

GROUP HEALTH'S BED BUG LETTER'S USAGE OF SUCH VOCABULARY AS, 'IT IS NOT CLEAR' AND 'IT IS POSSIBLE' AND 'IT IS LIKELY' AND 'IT MIGHT BE' AND 'THE DOCTOR FELT THAT', ETC., MAKES IT APPARENT THAT THE INTENT OF GROUP HEALTH'S DOCTORS WAS TO EVADE TAKING RESPONSIBILITY AND ACCOUNTABLE FOR THE PHYSICAL HARM AND EMOTIONAL HURT THAT THEY CAUSED ME DUE TO THEIR REFUSAL TO ABIDE BY THEIR OWN HIPPOCRATIC OATH.

IN ADDITION, I BELIEVE THAT GROUP HEALTH GAVE ME THE RUN AROUND BY MAKING ME GO TO SEVERAL DIFFERENT DOCTORS WHO GAVE ME NO SOUND MEDICAL EXPLANATION AS TO WHAT THE RED RASH WAS ON MY RIGHT BREAST, SO THAT GROUP HEALTH COULD POCKET MORE MONEY FOR HEALTH CARE THAN WAS NECESSARY.

(Doctor) Hoagland-Scher recalls his encounter with you specifically because you inquired about having the lesion removed. (Doctor) Hoagland-Scher does not recall a conversation about an allergy to steroids or even a preference to avoid there use.

HOW CONVENIENT! YOU CAN'T HAVE IT BOTH WAYS. EITHER DOCTOR JOHN HOAGLAND SCHER REMEMBERS MY VISIT WITH HIM OR HE DOESN'T. IF DOCTOR JOHN HOAGLAND SCHER'S MEMORY IS SO BAD, OR HE ONLY HAS SELECTIVE MEMORY, SO THAT HE ONLY REMEMBERS PORTIONS OF MY VISIT WITH HIM, THAN HE HAS NO BUSINESS BEING A DOCTOR!

MY LETTER TO GROUP HEALTH DATED 5/25/06, CLEARLY STATES THAT, ON 4/7/06, I ASKED HIM (DOCTOR JOHN HOAGLAND SCHER) SEVERAL TIMES IF THIS MEDICATION HAD ANY STEROIDS IN IT BECAUSE I REFUSE TO TAKE ANYTHING WITH STEROIDS IN IT.

I NEVER SAID I WAS ALLERGIC TO STEROIDS. I SAID I REFUSED TO TAKE STEROIDS!

GROUP HEALTH CAN'T KEEP ITS LIES STRAIGHT!

To list a patient as allergic to steroids is a great disservice to the patient, particularly if they need steroids in life threatening situations...

FIRST OF ALL, I DID NOT HAVE A LIFE THREATENING SITUATION. SECONDLY, I WAS GIVEN STEROIDS AGAINST MY WILL, THIRDLY, MY SISTER'S BEST FRIEND ROBERTA, WHO HAPPENED TO BE A NURSE, DIED FROM TAKING PRESCRIBED STEROIDS. HAVEN'T YOU HEARD ABOUT THE DAMAGE THAT

STEROIDS CAN DO TO WEIGHT LIFTERS? THAT IS WHY I REFUSE TO TAKE STEROIDS! IF YOU ARE SO FOUND OF STEROIDS TAKE THEM YOURSELF.

I BELIEVE THAT WHAT GROUP HEALTH REALLY MEANS IS THAT IT IS A DISSERVICE TO GROUP HEALTH'S PROFITS NOT TO PRESCRIBE STEROIDS TO ITS GUINEA PIG PATIENTS.

It is agreed that all patients have the right to refuse steroids or any other treatment recommended by a physician...as long as they understand the risks of refusal of treatment.

GEE, DOCTOR JOHN HOAGLAND SCHER NEVER GAVE ME THAT RIGHT. HE JUST LIED TO ME THAT THE MEDICATIONS HE WAS PRESCRIBING FOR MY RINGWORM HAD NO STEROIDS IN THEM AFTER I ASKED THREE TIMES IF THEY DID. THERE WAS NO RISK FOR REFUSING TO TAKE STEROIDS SINCE ALL I HAD WAS RINGWORM, WHICH MICONAZOLE CREAM GETS RID OF!

You are insisting that the statement that you are allergic to steroids and therefore under no circumstances should be given any steroids be placed in your medical chart. Because there is no evidence that you have an allergy to steroids, the statement...will not be placed in your medical chart.

ACCORDING TO MY OWN BODY – MY BREAST TISSUE – I AM ALLERGIC TO STEROIDS. WHAT GREATER EVIDENCE IS THERE THAN THAT! APPARENTLY YOU ARE TRYING TO SHOVE STEROIDS DOWN YOUR PATIENTS' THROATS NO MATTER IF IT KILLS THEM. MY PATIENT RIGHTS BE DAMNED!

Group Health Cooperative does not support your request for reimbursements.

OF COURSE NOT! THAT WOULD BE ADMITTING THAT GROUP HEALTH IS A LIAR. EVEN THOUGH GROUP HEALTH DOCTORS GAVE ME BOGUS MEDICAL EVALUATIONS, WHICH RESULTED IN MY HAVING TO UNDERGO SUPERFLUOUS VISITS, AND EVEN THOUGH GROUP HEALTH DOCTORS GAVE ME UNNECESSARY MEDICATIONS THAT HAD NOTHING WHATSOEVER TO DO WITH WHAT WAS WRONG WITH ME.

Your concern regarding the medical staff comments was forwarded to the appropriate supervisors. Any action taken is confidential and will not be shared with you.

TRANSLATION: GROUP HEALTH IS NOT GOING TO DO ANYTHING ABOUT THE UNBELIEVABLY RUDE AND GROSSLY

UNPROFESSIONAL REMARKS AND INEXCUSABLE CONDUCT THAT DOCTORS MATHEW QUICK, YUN-SUN CHOE, AND JILL ROSENTHAL BULLIED ME WITH. OTHERWISE GROUP HEALTH WOULD, SHOULD, COULD TELL ME. AFTER ALL I HAVE THE RIGHT TO KNOW SINCE THEY VICTIMIZED ME.

For your information, you have the right to request a reconsideration of this determination.

ON 7/27/06, I WAS SO THOROUGHLY OUTRAGED BY GROUP HEALTH'S BED BUG LETTER THAT I WROTE BACK THAT I WAS INDEED REQUESTING A RECONSIDERATION OF THIS DETERMINATION. FOR I WAS DETERMINED TO MAKE GROUP HEALTH PAY WHATEVER I WAS ABLE TO FOR WHAT GROUP HEALTH DID TO ME. I MADE GROUP HEALTH SPEND AS MUCH OF ITS OWN MONEY ON ITS OWN GRIEVANCE PROCEDURE AS MUCH AS POSSIBLE.

If the reader is interested in viewing the fax dated 7/19/06 to Group Health Cooperative then please go to hyperlink [Fax Marsha Jordan Gee](http://www.bullcrapbusters.com/Fax%20Marsha%20Jordan%20Gee) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On July 27, 2006, I wrote to Group Health requesting a reconsideration of Group Health's determination. We knew that Group Health was not going to reconsider anything. However, we requested a that Group Health do a reconsideration anyway to make Group Health spend more money than it otherwise would, should, could spend on its grievance procedure.

If the reader is interested in viewing the fax dated 7/27/06 to Group Health Cooperative then please go to hyperlink [Fax Marsha Jordan Gee](http://www.bullcrapbusters.com/Fax%20Marsha%20Jordan%20Gee) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Over the next few months, Group Health sent me four more correspondences postmarked 6/29/06, 7/18/06, 8/3/06, and 8/4/06. I exterminated them by returning them all to sender, refused, unopened, and unread for I believed that they, too, were bed bug letters designed to add insult to injury:

Congratulations to Group Health who SPENT approximately \$163.75 of Group Health's money via Group Health's grievance procedure, when Group Health COULD HAVE REIMBURSED ME for the \$79.45 that Group Health owes me (for superfluous visits and needless medications).

Below is an itemized break down of what it approximately cost Group Health for refusing to honor my legitimate grievance:

Activity Administrative Cost in Hours Physician Cost in Hours



Grievance Letter 5/26/06 (1 page) 0.5 hours

Bed Bug Letter 6/30/06 (3 pages) 2.0 hours

Bed Bug Letter Postmarked (6/29/06)

Returned to Sender (1 page estimate) 0.25 hours

Bed Bug Letter Postmarked (7/18/06)

Returned to Sender (1 page estimate) 0.25 hours

Bed Bug Letter Postmarked (8/3/06)

Returned to Sender (2 page estimate) 0.5 hours

Bed Bug Letter Postmarked (8/4/06)

Returned to Sender (1 page estimate) 0.25 hours

Total Time Spent: 3.75 hours

Time Cost Per Hour: \$25/hour [administrative time]

\$70/hour [physician time]

Total Cost to You  $\$93.75 + \$70 = \$163.75$ ”

In addition, GROUP HEALTH HAS LOST \$9,199.92 WORTH OF ANNUAL PREMIUM paid by Boeing that it WOULD, SHOULD, COULD HAVE RECEIVED INDEFINITELY if we were to continue to patronize Group Health.

If the reader is interested in viewing Boeing’s Health Plan Comparison Chart for Group Health Annual Premium then please go to hyperlink [Boeing's Chart](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

I was not able to pursue legal action against Group Health for the damage that Group Health did to me as I had no written proof – only my spouse as a witness, who is NOT considered a neutral party in a court of law – that I had told doctor John Hoagland Scher several times that I refused to take any steroids.

### **The Non-Reply**

The wannabe big business bully will ignore its own grievance procedures by either refusing to reply to, or refusing to give any meaningful “yea or nay” to a worker or patron’s legitimate complaint. Outraged at how Group Health turned a simple case of ringworm into a threat to my health, my spouse forwarded a legitimate grievance to his employer, BOEING located at Boeing Defense Space and Security System Plant located at 20403 68th Avenue, South Kent, WA, 98032. He also forwarded the same legitimate grievance to his labor union, the SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES IN AEROSPACE (SPEEA) HEADQUARTERS located at 15205 52nd

Avenue South, Seattle, WA 98188.

The following are a series of correspondences written in excerpt form and quoted verbatim illustrating how the wannabe big business bully avoids dealing with a legitimate grievance by ignoring it:

June 14, 2006

“TO: BOEING TOTAL ACCESS

(Boeing Total Access System is where a Boeing employee posts a legitimate grievance against a health insurance company that Boeing has employed to provide health benefits to its workers)

I write to inform Boeing of the unbelievable treatment Group Health gave my wife, where doctors turned a simple case of ringworm into a threat to her health. My wife told the doctor repeatedly not to prescribe medicine with steroids, but he gave her steroids anyway and lied about it. Result was a huge red rash on my wife’s skin. In four subsequent visits to Group Health to resolve the rash, each doctor we saw refused to put in my wife’s medical record that she is allergic to steroids. The dermatologist told us that some of the rash was due to steroids but sold us medications for eczema-dermatitis, so we did not use them.

Is this how Group Health wastes Boeing’s health premium dollars? Can someone use Boeing’s clout as premium payer to make Group Health refund us for co-payments for worthless doctor visits and useless/harmful drugs?

We can furnish our detailed complaint and artifacts to the Boeing person handling this complaint, upon his/her written request.”

If the reader is interested in viewing the entry dated 6/14/06 to Boeing Total Access then please go to hyperlink [Boeing Total Access](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

We received a reply from Boeing Total Access claiming that our dispute with Group Health was resolved when it was NOT.

If the reader is interested in viewing the entry dated 7/3/06 to Boeing Total Access then please go to hyperlink [Boeing Total Access](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

July 7, 2006

“TO BOEING TOTAL ACCESS

“We do not understand why Boeing Total Access marks the response of 7/3/06 as ‘Resolved’. We have not received any response that gives a

meaningful and satisfying resolution to this problem that Group Health doctors created by giving my wife steroids after my wife specifically and repeatedly told their doctor not to prescribe steroids...”

If the reader is interested in viewing the entry dated 7/7/06 to Boeing Total Access then please go to hyperlink [Boeing Total Access](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com),

July 7, 2006

“TO: JOSEPHINE RAINWATER WITH BOEING HEALTH AND INSURANCE

I write to inform Boeing of the unbelievable treatment Group Health gave my wife, where doctors turned a simple case of ringworm into a threat to her health. My wife told the doctor repeatedly not to prescribe medicine with steroids, but he gave her steroids anyway and lied about it. Result was a huge red rash on my wife’s skin. In four subsequent visits to Group Health to resolve the rash, each doctor we saw refused to put in my wife’s medical record that she is allergic to steroids. The dermatologist told us that some of the rash was due to steroids but sold us medications for eczema-dermatitis, so we did not use them.

Is this how Group Health wastes Boeing’s health premium dollars? Can someone use Boeing’s clout as premium payer to make Group Health refund us for co-payments for worthless doctor visits and useless/harmful drugs?

We can furnish our detailed complaint and artifacts to the Boeing person handling this complaint, upon his/her written request.

The complete information you would need to help us resolve our problem with Group Health Cooperative is given in our letter of complaint that we sent to their customer service department on 5/25/06, a copy of which I attached to this E-mail.

We saw your response on the Boeing Total Access on 7/3/06:

I have referred this matter to the appropriate Boeing and Group Health HMO personnel for assistance with your concerns. However, following Rainwater’s reply in the Total Access Data Base was that our above complaint was marked as ‘resolved’. I am Josephine Rainwater – Boeing Health and Insurance

To date we have not received any response from Boeing Total Access...to this problem that Group Health Doctors created by giving my wife steroids after my wife specifically and repeatedly told their doctor not to prescribe steroids, and when a simple anti-fungal cream was all the medicine she needed for her ringworm.”

If the reader is interested in viewing the e-mail dated 7/7/06 to Josephine Rainwater of Boeing Health and Insurance then please go to hyperlink [E-mail Josephine Rainwater](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com),

BOEING TOTAL ACCESS’S REPLY WAS TO GIVE US A NON-REPLY TO OUR LEGITIMATE GRIEVANCE AGAINST BOEING’S HEALTH CARE PROVIDER, GROUP HEALTH.

\* \* \*

September 2006, my spouse saw an article in SPEEA (his union’s) magazine, written by union President named Cynthia Cole, dated September 2006, that mentioned, “the assistance provided by SPEEA in resolving problems that are not necessarily contractual violations, such as resolving medical insurance problems.” Thusly, on October 2, 2006 he forwarded the e-mail that he sent on July 7, 2006, to Josephine Rainwater, Boeing Health and Insurance, to his union President, Cynthia Cole.

If the reader is interested in viewing SPEEA’s newspaper article then please go to hyperlink [SPEEA's Newspaper Article](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com),

\* \* \*

October 2, 2006

“TO: CYNTHIA M.COLE, PRESIDENT  
SOCIETY OF PROFESSIONALENGINEERING EMPLOYEES IN  
AEROSPACE (SPEEA)  
International Federation of Professional Technical Engineers (IFPTE)  
15205 52nd Avenue South  
Seattle, WA 98188

I write as a follow up to your article in the September 2006 edition of SPEEA SPOTLIGHT, in which you (Cynthia Cole, President of the Labor Union) mentioned, that, ‘the assistance provided by SPEEA in resolving problems that are not necessarily contractual violations, such as resolving medical insurance problems...’. (In other words, SPEEA provides assistance for resolving medical insurance issues).

I write to inform Boeing of the unbelievable treatment Group Health gave my wife, where doctors turned a simple case of ringworm into a threat to her health. My wife told the doctor repeatedly not to prescribe medicine with steroids, but he gave her steroids anyway and lied about it. Result was a huge red rash on my wife’s skin. In four subsequent visits to Group Health to resolve the rash, each doctor we saw refused to

put in my wife's medical record that she is allergic to steroids. The dermatologist told us that some of the rash was due to steroids but sold us medications for eczema/dermatitis, so we did not use them.

Is this how Group Health wastes Boeing's health premium dollars? Can someone use Boeing's clout as premium payer to make Group Health refund us for co-payments for worthless doctor visits and useless/harmful drugs?

We can furnish our detailed complaint and artifacts to the Boeing person handling this complaint, upon his/her written request.

...all we ever got from Group Health was a bed bug letter that pretended to investigate our complaint and either denied any wrong doing by Group Health Personnel or made excuses for their behavior. Group Health caused my wife to have an allergic reaction to steroids because they refused to honor my wife's request not to use steroids, and then they refused to put in her health file that she is allergic to steroids.

No one at Boeing Total Access (Boeing Benefits) ever gave us any resolution to this problem.

Cynthia, the reason I write to you now about this incident, is to find out what, if anything, SPEEA can do to give a SPEEA (labor union) member some clout with a recalcitrant insurance company that messes up a simple case into multiple visits and makes the patient pay for worthless doctor visits and useless/harmful drugs.”

\* \* \*

October 14, 2006

“FROM: CYNTHIA M. COLE, PRESIDENT  
SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES IN  
AEROSPACE (SPEEA)

Boeing Benefits (Focal) contacted the National Accounts Manager for Group Health with your concerns.

...the Boeing Benefits Focal said if you still have the letters from Group Health (all the bed bug letters that Group Health sent us dated 6/30/06, postmarked 6/29/06, 7/18/06, 8/3/06, and 8/4/06) and were willing to share them, he would like to read the letters to get a better sense of how Group Health has responded to you.

That is the next step. The Boeing Benefits Focal was not convinced yet that Group Health did all that they could do.”

\* \* \*



October 18, 2006

“TO: BOEING BENEFITS FOCAL  
C/O CYNTHIA M. COLE, PRESIDENT  
SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES IN  
AEROSPACE (SPEEA)

I wish to inform you of the unbelievable treatment Group Health gave to me, where the doctor that I saw turned a simple case of ringworm into a threat to my health. I told the doctor repeatedly not to prescribe to me any medication with steroids, but he gave me steroids anyway and lied about it. I contracted a huge red rash on the skin of my right breast as a result of the steroids I was given against my will. ACCORDING TO THE ENGLISH DICTIONARY THE WORD ALLERGIC IS DEFINED AS, “A REACTION TO A PREVIOUSLY ENCOUNTERED SUBSTANCE RESULTING IN SKIN RASH” [See Random House Webster’s College Dictionary, page 35]. In the subsequent visits to Group Health to resolve the rash, all of the doctors I saw gave me a misdiagnosis and/or no diagnosis. I believe they did this to cover up the fact that I am allergic to steroids. In addition, they all refused to put in my medical file that I am allergic to steroids!

Due to the above, we demanded a monetary reimbursement for all of the co-payments that I had to make for the five visits to Group Health. I will be happy to give you copies of my receipts for these disservices. We also demanded a refund for all of the useless and harmful drugs that were prescribed to me. I will be happy to give you copies of my receipts for these unwarranted medications. We had to pay a total of \$79.45 for the above. In addition, we demanded of Group Health to put in my health file the following statement: ‘I AM ALLERGIC TO STEROIDS AND THEREFORE UNDER NO CIRCUMSTANCES SHOULD BE GIVEN ANY STEROIDS’. And I wanted a copy of the above statement having been put in my health file for my own records. I also told Group Health that if they honored my requests I would consider the matter completely resolved.

In a letter from Group Health to me dated 6/30/06, they refused to honor any of my requests. Instead they made a lame attempt to dismiss my reaction to steroids as ‘neither being an allergic reaction or intolerance (to steroids) but a normal temporary effect of steroids’. I DO NOT CALL MY RIGHT BREAST, STILL CLEARING UP THE STAIN THAT THE STEROIDS LEFT THERE, A ‘NORMAL TEMPORARY EFFECT’!!! WOULD YOU LIKE TO SEE THE STAIN THAT IS STILL, THERE???

As far as your request goes, I am happy to oblige you. I give you my full permission to read any and every letter that Group Health sent me. Please give me a fax number where I can fax you a copy of letter

6/30/06. As far as the rest of the letters, I returned them to sender unopened and unread, out of disgust with Group Health’s response to my complaint. However, I give you my full permission to retrieve them from Group Health and for you to read them.”

\* \* \*

October 19, 2006

“FROM: CYNTHIA M. COLE, PRESIDENT  
SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES IN  
AEROSPACE (SPEEA)

I received your fax.”

\* \* \*

My husband found the following article in the Boeing News Clips – which is part of the Boeing web to which all Boeing employees have access. The Boeing News Clips carried an article, tracked as Item # 1615262 in the Boeing News Clips, which was reproduced from the 11/16/2006 edition of the Chicago Tribune. In this article, Boeing declares that it is concerned about paying for ‘never’ events - having to pay health care providers for medical disservices to Boeing’s employees. But when an actual ‘never’ event happened to me - the spouse of a Boeing employee - Boeing did nothing to remedy the situation.

This article titled, “Backlash at bills for medical mistakes,” discussed attempts of businesses that pay premiums for medical insurance of their employees to get the health care industry to stop billing for medical errors and mishaps. Below is a few excerpts written verbatim from that news article:

Tired of paying for botched medical-care procedures and low-quality medical care, some of the nation’s largest businesses Wednesday called on US Hospitals to agree to apologize and waive costs related to ‘never’ events—medical errors these employers say should never happen.

Both the Leapfrog Group, a national coalition of large health-care purchasers such as Boeing. said hospitals should commit to a new policy on 28 health-care ‘never’ events as a way to make providers of medical care more accountable.

\* \* \*

January 8, 2007

“TO: CYNTHIA M. COLE, PRESIDENT  
SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES IN

## AEROSPACE (SPEEA)

Some time ago, I wrote to you about mistreatment we received from Group Health...I was wondering what has happened with our grievance against Group Health.

We saw your article in the January 2007 page 3 of SPEEA SPOTLIGHT, in which you discussed results of meeting with Boeing Management in which, 'Boeing announced that it will partner with labor unions and others to help drive changes in the health care system that will result in improved quality and cost effectiveness...Obviously, the treatment we received from Group Health contained neither quality nor cost effectiveness...Boeing and other companies are concerned about paying high medical insurance premiums for low quality care, as discussed in an article I saw on the Boeing News Clips on 11/16/06. For your convenience I attached a link and a text file copy of this article, 'Backlash at bills for medical mistakes' from the Chicago Tribune dated 11/16/06.

If the reader is interested in viewing Boeing's News Clips article then please go to hyperlink [Boeing's News Clips Article](http://www.bullcrapbusters.com/Boeing's%20News%20Clips%20Article) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com),

We are interested to know what is happening with our grievance.”

\* \* \*

January 11, 2007

“FROM: CYNTHIA M. COLE, PRESIDENT  
SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES IN  
AEROSPACE (SPEEA)

Group Health sent several letters to your home. You said you had opened one letter and returned the rest, unopened. There is nothing Boeing Benefits can do because of the unopened letters Group Health sent to you. The Boeing Benefits Focal I was working with said that since he doesn't know what those letters said, and because Group Health believes they have made an adequate response to your concerns, this has left Boeing Benefits with no where to turn. I don't know what else we can do unless you can get copies of the responses Group Health sent to you.

Regarding the articles where Boeing said they would dialog with SPEEA regarding medical concerns, this all refers to Regence. We have a lot of issues with Regence and rarely receive any input about problems with Group Health. Your E-mails contain the only issue I have looked into in years regarding Group Health.”

\* \* \*

January 15, 2007

“TO: CYNTHIA M. COLE, PRESIDENT  
SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES IN  
AEROSPACE (SPEEA)

You wrote in your E-mail to us dated 1/11/07, ‘I don’t know what else we can do unless you get copies of the responses Group Health sent you’.

Please refrain from blaming the victim. It is not our responsibility. It is the responsibility of Group Health’s contact, to whom you referred to as the National Accounts Manager for Group Health, to retrieve the unopened letters (the letters we returned to Group Health), or copies of those letters (Group Health ought to have them in its grievance procedure files), which he could have done by contacting the person(s) who wrote them. What you and Boeing Benefits Focal should have done was to tell the Group Health National Accounts Manager to do his job and retrieve those letters or get copies of those letters from the parties who wrote them.

Furthermore, it does not even matter what was in those letters, because, at this point, it was up to Group Health National Accounts Manager to respond to our grievance which you supposedly sent him. Also in our E-mail to you dated 10/18/06, we explained our grievance, our problem with Group Health’s response, and what we needed from Group Health to make us whole. So please spare us your nonsense! It is obvious that you are just using this as an excuse to do nothing.

You stated in your E-mail to me dated 1/11/07, ‘regarding the articles where Boeing said they would dialogue with SPEEA regarding medical concerns, this all refers to Regence.’ However, your article in the January 2007 issue of SPEEA SPOTLIGHT did not say that it was specific to Regence. What it does state is, ‘Boeing then announced that it will partner with labor unions and others to help drive changes in the health care system that will result in improved quality and cost effectiveness. Besides that, the article I sent to you from the Chicago Tribune dated 11/16/06, and reprinted in the Boeing News Clips on the same date, states abundantly clearly that Boeing Company is demanding more accountability of its providers of medical care.

If the reader is interested in viewing SPEEA’s newspaper article then please go to hyperlink [SPEEA's Newspaper Article](http://www.bullcrapbusters.com/SPEEA's%20Newspaper%20Article) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com),

You stated in your E-mail to me dated 1/11/07 that, ‘your (our) E-mails contain the only issue I have looked at in years regarding Group Health’. We have heard that line of Bull Crap before. And even if it were true, so

what?! You are the one who was willing to take my complaint via your E-mail to me of 10/14/06. Also, it was you who claimed per your article in the September 2006 issue of SPEEA SPOTLIGHT that, ‘Then, there is the assistance provided by SPEEA in resolving problems that are not necessarily contractual violations, such as resolving medical insurance problems’. Also, you told me over the phone that one patient died and another lost her eyesight as a result of Group Health’s negligence and incompetence. My wife’s allergic reaction to steroids is no small matter. How dare you discount my wife’s and other peoples’ pain with your lame excuse!

Bottom Line: You are not willing to do your job!!! I will remember that the next SPEEA election because I do not take kindly to paying union dues to a labor union that spews a bunch of empty promises...by giving it a bunch of lip service instead of going to bat for its union members.”

[NOTE TO THE READER: AS OF THE DATE OF THIS WRITE UP, BOEING’S LABOR UNION GIVES A BLIND EYE, A DEAF EAR, AND A DUMB MOUTH TO ITS OWN UNION MEMBERS, EVEN THOUGH THEY PAY \$38.47 PER MONTH, THAT’S \$461.64 PER YEAR, FOR UNION DUES.]

If the reader is interested in viewing the e-mail chain to and from Cynthia Cole dated 10/2/06, 10/14/06, 10/18/06, 10/19/06, 1/8/07, 1/11/07, and 1/15/07 then please go to hyperlink E-mail Chain Cynthia M. Cole at [www.bullcrapbusters.com](http://www.bullcrapbusters.com),

The following is a real life scenario entitled, "From Rashes to Rashes" that illustrates via a series of correspondences written in excerpt form and quoted verbatim how the wannabe big business bully avoids dealing with a legitimate grievance by generating the bed bug letter:

After my ordeal with Group Health was over, we switched our Health Insurance Plan to Blue Cross Blue Shield because we hoped that we might receive better health care treatment. Since my spouse is an Engineer who works for Boeing we do not have to pay for Health Insurance coverage.

On 6/1/11, I noticed an unknown red rash on both of my breasts. They did not itch and they did not hurt. Three weeks later, I noticed that the rash was spreading. The rash markings looked like mold on bread. The only difference being that they were red instead of white in color. So it occurred to me that perhaps I had what is known as Candidas. According to Webster’s New World College Dictionary fourth edition page 213, Candidas is, “a common fungal infection caused by yeast that thrives on any moist cutaneous (skin) area of the body...it can develop into serious internal and chronic conditions”.

Not knowing what the rashes were, I made an appointment to go see a



DERMATOLOGIST (skin doctor) who was one of the providers on my Blue Cross Blue Shield list. His name is ELIE LEVY. His office is located at 13610 First Avenue South, Seattle, WA 98168. Phone: 206-248-5020. Fax: 206-244-8425. Although I told the office that I had unknown, spreading rashes on both of my breasts, the earliest appointment that the dermatologist's office was willing to give me was an entire month away. On 6/12/11, I contacted Elie Levy's office, and told them that I am a new patient, therefore, "I request that you enter into my medical records that I am allergic to the following medications: ALL STEROIDS – I am allergic to them and I refuse to take ANY steroids, whether topical or systemic or whatever else you call them".

Concerned about the spreading unknown rashes that were on both of my breasts, I decided not to wait that long. On 6/15/11, I made an appointment with my PRIMARY CARE PHYSICIAN, DOCTOR CRAIG M. BREWER, located at 315 Morris Avenue South, Renton, WA 98057. Phone: 425-255-4536. Fax: 425-254-1887. My appointment with him was for 6/15/11 @ 1:00 in the afternoon. On 6/15/11, @ noontime, I contacted Craig M. Brewer's office, and told them, "I request that you enter into my medical records that I am allergic to the following medications: ALL STEROIDS – I am allergic to them and I refuse to take ANY steroids, whether topical or systemic or whatever else you call them". Shortly after that, Craig M. Brewer's office left a message on my spouse's answering machine at work that Craig Brewer is canceling my appointment with him for 6/15/11. However, my spouse did not receive Craig Brewer's voice mail as he was not at his office during that time – he was busy running errands. So I came to Craig M. Brewer's office for my scheduled appointment time that day. It was then that Craig Brewer's receptionist informed me of the message that their office had left for me that I had not yet received. I saw Craig Brewer. He was still in his office during the time that he was not supposed to be in his office. After that, the receptionist told me, "Doctor Craig Brewer will see you anyway".

During my appointment with Craig M. Brewer HE TOLD ME THAT HE DID NOT KNOW WHAT THE RASHES WERE ON BOTH OF MY BREASTS. Then, he recommended that I go see a dermatologist regarding them. CRAIG BREWER REFUSED TO GIVE ME ANY MEDICATION FOR THE RASHES ON BOTH OF MY BREASTS. However, Craig Brewer made a big deal about some redness on the lower portion of my breasts, and wrongfully declared that I had rashes there. I told him that they were nothing more and nothing less than red marks from rubbing that area dry with a towel, and that my one and only concern were the unknown rashes spreading across the upper portion of both of my breasts. CRAIG BREWER ignored me. Instead CRAIG BREWER INSISTED UPON GIVING ME MEDICATION THAT I DID NOT WANT OR NEED, AND STARTED TO WRITE UP A PRESCRIPTION FOR IT. Disgusted, I walked out of his office and in that instant made the decision to never ever go see him again. But while I was starting up my car to drive home, I noticed one of Craig Brewer's

staff running towards me with the prescription that Craig Brewer had written up that I had refused to accept. I drove away. The following weekend I went to my mailbox and there was a letter from Craig Brewer's office. Apparently, Craig Brewer sent the prescription to me that I had refused via mail. I wrote on Craig Brewer's unopened and unread letter, "Refused. Returned to Sender", hand carried it to his office, and slid it underneath his office door. Shortly afterwards, Blue Cross Blue Shield sent me an insurance claim dated for Craig M. Brewer's office. CRAIG BREWER HAD CHARGED MY HEALTH INSURANCE COMPANY \$110.00 FOR RENDERING ME MEDICAL DISSERVICES. Blue Cross Blue Shield paid him \$\$97.74. That's \$82.74 plus, the \$15.00 co-payment I had to give to his office BEFORE he saw me.

If the reader is interested in viewing the BlueCross BlueShield claim form for my office visit on 6/15/11 with Craig Brewer then please go to hyperlink [Craig Brewer Claim Form](http://www.bullcrapbusters.com/Craig_Brewer_Claim_Form) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

My appointment with DERMATOLOGIST ELIE LEVY was not until 6/29/11 @ 11:10 a.m. While I waited to receive some medical attention, I applied alcohol on both of my breasts to hopefully keep the rashes from spreading. To no avail! Then, after waiting the entire month of June to see Elie Levy about the spreading unknown rashes on both of my breasts, he cancelled my appointment with him at the last minute! On 6/28/11 @ 10:17 a.m., his receptionist, who said her name was Amanda, left the message on our voice mail. She did so without so much as an apology or an explanation as to why. My husband had been an on going patient of Elie Levy. Disgusted, my husband and I in that instant made the decision to never ever go see him again.

In panic mode, not knowing what else to do, on 6/29/11 @ 10:54 a.m., I went to the EMERGENCY ROOM AT VALLEY MEDICAL CENTER HOSPITAL located at 400 South 43rd Street, Renton, WA 98058-5010. Phone: 425-251-5178. I spoke to an EMERGENCY ROOM PHYSICIAN NAMED J. DePAEPE. SHE TOLD ME THAT SHE DID NOT KNOW WHAT THE RASHES WERE ON BOTH OF MY BREASTS. SHE ALSO RECOMMENDED THAT I GO SEE A DERMATOLOGIST. I told her that I had attempted to do just that but the dermatologist cancelled my appointment at the last minute after making me wait an entire month with spreading, unknown rashes on both of my breasts. She told me, "Don't get upset!" That was all she had to say. She had no empathy or sympathy for what I was going through. I wondered if she was going to call the Hospital's Security on me to have me thrown out of the hospital just for talking to her. I told her, "I am not the least bit upset. I am simply explaining to you why I have come to the emergency room." She told me, "The emergency room was for patients who have life threatening conditions". So I told her, "I think I have Candidas, which according to the English Dictionary, if it does not get treated, it can develop into serious internal and chronic conditions."

After that, I opened up my English Dictionary to page 213, and showed her the definition of Candidas, and asked her what she might prescribe to get rid of it. She told me, “Yeast infections only appear on moist skin”. I told her, “My breasts are moist a lot because I am having hot flashes and cold sweats due to menopause”. After that, she told me that I can take an over the counter medication for athlete’s foot, or vaginal yeast infections, or ringworm. I had to press her to write one down for me. When she finally wrote up a prescription for Monistat she spelled it wrong! She wrote “Monostat.” I was to take it two times a day for two weeks.

If the reader is interested in viewing the Valley Medical Center discharge paperwork dated 6/29/11 and the BlueCross BlueShield claim form for my emergency care visit on 6/29/11 then please go to hyperlink [J. DePaepe Emergency Room Doctor](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

From 6/29/11 through 7/5/11, I applied Monistat twice daily upon my breasts. To no avail! The rashes continued to spread. Then, I had a brainstorm. I remembered that when I was with Group Health I took Miconazole Nitrate Cream for ringworm on my right breast. It made it go away. So I decided to try Miconazole Nitrate. I took it twice daily until 7/14/11. But it did not get rid of the rashes either. I had another brainstorm that perhaps I simply needed a stronger type of anti-fungal medication to kill the Candidas that I thought I had, even though, all of the doctors that I had gone to told me they did not know what I had.

On 7/14/11 @ 10:05 in the morning, I came to the EMERGENCY ROOM OF HIGHLINE MEDICAL CENTER located at 12844 Military Road South, Tukwila, WA 98168. Phone: 206-248-4739. I came there hoping to get a proper diagnosis, prognosis, and treatment plan to make the rashes go away. I saw EMERGENCY ROOM PHYSICIAN ALAN CHOCK. HE TOLD ME THAT HE DID NOT KNOW WHAT THE RASHES WERE ON BOTH OF MY BREASTS. WHEN I ASKED HIM IF HE WOULD TAKE A SAMPLE OF THEM AND PUT IT UNDER A MICROSCOPE SLIDE TO FIND OUT, HE SAID THAT ONLY A DERMATOLOGIST DOES THAT. HE ALSO GAVE ME THE LECTURE THAT I HAD TO GO SEE A DERMATOLOGIST. So I told him that I came to the emergency room because I am freaking out not knowing what is going on with me, and that I have already called all of the dermatologists on my health insurance provider’s list to get the earliest appointment I can to get medical attention. But the earliest dermatologist appointment I was able to get was not until August 8, 2011. Meanwhile, the unknown rashes on both of my breasts continue to spread. The rashes were now spreading on both of my upper arms as well. After that, I told Alan Chock that I thought I had Candidas, and that I thought Nystatin might get rid of it since it is a strong anti-fungal medication. Then, I showed him some pages that I had downloaded off of the Internet from a website called

<http://en.wikipedia.org/wiki/candidiasis>. One of those pages talked about Nystatin. It said Nystatin was so toxic that it can't be injected. But it was safe enough to be applied topically because it gets minimally absorbed into the skin. I also told him that I remembered doing a science project in elementary school in which we had to grow yeast molds on bread. The rashes on my breasts looked the same as those yeast molds with one exception. The ones that grew on the bread were white in color. The ones that grew on my breasts were red in color. After that, he gave me a doctor's prescription for Nystatin with instructions to apply it twice a day for two weeks.

During my visit to the emergency room of the Highline Medical Center a nasty NURSE named VICKI was upset with me that I had come to the emergency room versus going to see a dermatologist for my condition as it was not life threatening. So I told her that according to the English dictionary it can become life threatening if it keeps on spreading. I then explained to her that I had tried to go see a dermatologist but after making me wait an entire month he cancelled his appointment with me at the last minute without so much as an apology or an explanation. I also told her that I now have an appointment with another dermatologist but have to wait another month to go see her. Her reply to that was, "That's just the way that it is". My reply to her was, "It doesn't have to be that way".

If the reader is interested in viewing the article from Wikipedia about Candidas and Nystatin, the Highline Medical Center discharge paperwork dated 7/14/11, the prescription for Nystatin, the BlueCross BlueShield claim form for my emergency care visit on 7/14/11 then please go to hyperlink [Alan Chock Emergency Doctor](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 7/14/11, I purchased Nystatin from the Fred Meyer Pharmacy, and started using it immediately as prescribed two times a day for two weeks.

On 7/20/11, the Nystatin appeared to be making the red small circular multiple markings on my breasts spread out into large splotches and rings whose centers are the same color as my skin. The rashes appear to be fading.

On 8/11/11, OVER TWO MONTHS LATER, AFTER I CONTRACTED THE UNKNOWN, SPREADING RASH ALL OVER BOTH OF MY BREASTS, I went to see DERMATOLOGIST NICOLE KAGEYAMA whom I had an appointment with. I told her I thought I had Candidas. I told her I was taking Nystatin for it. I told her the Nystatin appeared to be making the rashes go away. Her reply was, "You don't have Candidas". You have an allergic reaction to heat". She did not tell me what this condition was called that she claimed that I had. I had to ask her. She said it was "Miliaria". When I requested some literature

on it, she told me to “Go look it up on line”. Kageyama then recommended that I take cortisone to make the rashes go away. I asked her, “Is cortisone a steroid?” I asked her this because I had learned after my ordeal with Group Health that medications that end with the letters “one” tend to be steroids. She said, “Yes”. I told her, “I am allergic to steroids”. I showed her the steroid spill on my right breast. “It looks like a cluster of dark pink multiple web-like markings” I said. “It has been there for six years now” I also said. Her reply was, “I don’t see anything”. She uttered this twice. So I told my husband, “Help her find it”. And I remarked, “It looks like a poodle dog”. She then said, “Those are capillaries. It’s normal”. “It is not normal. I did not have such discolorations until after I took medication for ringworm that had steroids in it. The capillaries are there to clean up the steroid spill.” I said. She reiterated, “You are not allergic to steroids otherwise there would be a red rash there.” I said, “I did have a red rash there after taking Betamethasone for a month to get rid of the ringworm I had had years ago.” I added, “Steroids are known to be dangerous and useless. They couple steroids with other medications, which work fine without the steroids. Steroids have damaged my breast. I can’t and won’t take steroids”. After that, I asked her to give me a medication that did not have steroids in it to get rid of the rashes on both of my breasts. HER REPLY WAS, “EITHER YOU TAKE STEROIDS OR YOU GET NOTHING”. THOSE WERE HER EXACT WORDS. I said, “Then you will not help me.” After that, I got dressed, and left.

If the reader is interested in viewing the BlueCross BlueShield claim form for my office visit on 8/11/11 with Nicole Kageyama along with my cancelled co-payment check to Nicole Kageyama’s office on 8/12/11 then please go to hyperlink [Nicole Kageyama Dermatologist](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Still not knowing for certain what the rashes were on my breasts, I continued to take the Nystatin. I used Nystatin from 7/14/11 until 8/19/11. According to its instructions, I was not to take Nystatin any longer than two weeks. But I took it for a month. I did so for the following reasons: 1) No thanks to the doctors that were supposed to help me but didn’t, and no thanks to the doctors who made me wait so long to get an appointment to see them, I had gotten a late start treating what I believed was Candidas. So I reasoned that I had to take Nystatin for a longer period of time in order to kill the run away yeast infection. 2) I remembered that it took a month for the ringworm, which is a type of yeast infection, on my right breast to go away after Group Health gave me Betamethasone (a steroid coupled with Miconazole Nitrate Cream an anti fungal medication).

By 8/19/11, the rashes on both of my breasts were completely gone. Thank God!!!

I WAS OUTRAGED! A) I HAD BEEN FORCED TO PLAY DOCTOR



BY DOCTORS WHO COLLECTED MONEY FROM MY HEALTH INSURANCE COMPANY FOR RENDERING ME NO MEDICAL SERVICES, AND B) I, A LAY PERSON WITHOUT ANY MEDICAL EXPERIENCE OR MEDICAL KNOWLEDGE, HAD TO CORRECTLY DIAGNOSE THAT I HAD CANDIDAS, AND C) I HAD TO ACCURATELY COME UP WITH AN APPROPRIATE TREATMENT PLAN, NYSTATIN, IN ORDER TO CURE MYSELF, AND D) I HAD TO PREDICT MY OWN PROGNOSIS WITHOUT ERROR THAT IT WAS GOING TO TAKE ABOUT ONE MONTH FOR THE STRONG ANTI-FUNGAL MEDICATION TO GET RID OF MY NEARLY THREE MONTH OLD YEAST INFECTION.

I WAS ENRAGED! FOR OVER TWO MONTHS I WAS FORCED TO UNDERGO EMOTIONAL DURESS DUE TO SKIN DOCTORS WHO REFUSED TO SEE ME PROMPTLY FOR AN UNKNOWN SPREADING REASH ALL OVER BOTH OF MY BREASTS. NEVER MIND THAT I HAD FULL MEDICAL COVERAGE/HEALTH BENEFITS. I MAY AS WELL HAVE HAD NO MEDICAL COVERAGE AT ALL!!!

The dermatologist that I went to, Nicole Kageyama, who is supposed to be a specialist with regard to disorders of the skin, and who works in the State of Washington where the growth of yeast fungus is a common occurrence, and who is supposed to be a doctor who therefore honors her Hippocratic Oath did the following to me:

1) NICOLE KAGEYAMA made me wait over two months before she would see me, even though I informed her office that I had an unknown spreading red rash on both of my breasts since 6/1/11. Candidas, by definition, left untreated can develop into serious internal and chronic health conditions. NICOLE KAGEYAMA PUT MY HEALTH AT RISK FOR THE DEVELOPMENT OF SERIOUS INTERNAL AND CHRONIC HEALTH CONDITIONS BY PROLONGING MY OPPORTUNITY TO GET PROMPT MEDICAL ATTENTION, AND BY REFUSING TO GIVE ME ANY MEDICAL ATTENTION FOR THE CANDIDAS THAT I HAD.

2) NICOLE KAGEYAMA MISDIAGNOSED ME THAT I HAD MALIARA and had the audacity to insist that I go on line to know what it was instead of giving me a pamphlet about it or explaining what it was to me.

3) NICOLE KAGEYAMA REFUSED TO ACKNOWLEDGE THAT I AM ALLERGIC TO STEROIDS and tried to push the poisonous dope on me even though she saw with her own two eyes that my own right breast was living testimony that steroids damage my body.

4) NICOLE KAGEYAMA DISCRIMINATED AGAINST ME BY VIOLATING MY PATIENT RIGHTS BY REFUSING TO GIVE ME

ANY MEDICAL SERVICES BECAUSE I CAN'T AND THEREFORE WON'T TAKE STEROIDS.

4) NICOLE KAGEYAMA demanded THAT I PAY FOR HER MEDICAL DISSERVICE IN ADVANCE WITH MY \$15.00 CO-PAYMENT, AND BILLED MY HEALTH INSURANCE COMPANY FOR \$131.34 OF WHICH THEY PAID HER FOR RENDERING ME A MEDICAL DISSERVICE. I put a stop payment on my \$15.00 co-payment check to her office due to her unethical and amoral corrupt business practices against my person.

On 8/19/11, I sent the following (1) E-mail @ 4:12 a.m., and (2) Faxes @ 11:20 a.m. and 11:42 a.m. to Nicole Kageyama of North Pacific Dermatology Services, LLC, whose office is located at 1412 SW 43rd Street, Suite 205, Renton, WA 98057, Phone: 425-264-0660, Fax: 425-264-0601, E-mail: nkageyama@hotmail.com:

“To Nicole Kageyama,

You are one mean, stupid, selfish, lazy, arrogant, lying, flunky, Nicole Kageyama. The Candidas that I told you I had is gone thanks to the Nystatin that I told you I had been taking for it. Since you discriminate against patients who can't or won't take steroids, by not rendering them any medical services, we cancelled the \$15.00 co-payment that we gave your office. We don't care if you put it on our credit reports since creditors are judge, jury, and executioner, and so the credit system is bogus. We don't care if you charge our health insurance company for rendering us no medical services since its just one crook crooking another crook. Do you dress like a slut because you do tricks to make enough money to compensate for the fact that you are you a medical malpractice lawsuit waiting to happen? How interesting! Good riddance to you, brand new patients Elana Laham and Michael Laham. Any correspondence we receive from you will NOT be read, NOT be opened, NOT be listened to, and either trashed or returned to sender.”

We never ever went back to Nicole Kageyama's office again.

If the reader is interested in viewing the one e-mail to Nicole Kageyama dated 8/19/11 and the two faxes to Nicole Kageyama's office dated 8/19/11 then please go to hyperlink [One E-mail and Two Faxes Nicole Kageyama](http://www.bullcrapbusters.com/Corporate-Elite-Bully.html) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

And that was the end of that. Nope! It wasn't!

On 8/20/11, an Officer Hossner left a note on the front door of our home that he needed to talk to us. We had no idea what was going on. When we called him, he reported to us that Nicole Kageyama had filed a NO TRESPASSING ORDER against us for one year [See Renton Police Report # 11-8318] due to the one e-mail and two faxes above that we

had sent to her. In addition, Officer Hossner told us that Kageyama accused us of making annoying phone calls to her that he said were being forwarded to the District Attorney's Office for investigation. Officer Hossner then told us that Nicole Kageyama was accusing us of calling her a "F\*\*k\*\*g B\*\*ch A\*\*hole" over the phone. Officer Hossner then questioned us as to whether or not we had done such a thing. When we told him that we had not, he said, "She signed a sworn statement that she knows it was you because your voices are memorable". When I asked Officer Hossner, "How are our voices memorable, we only saw her once?" He had no reply.

On 8/21/11, we went to the Renton Police Station, located in the town of Renton in the State of Washington, and signed receipt of Nicole Kageyama's one year No Trespassing Order which dictated that it was illegal for us to go to her office. We wrote our reply to her accusations against us, and had it included in the above Police Report.

If the reader is interested in viewing our statement for Police Report #11-8318 dated 8/21/11 then please go to [Laham's Statement Police Report](http://www.bullcrapbusters.com/Laham's%20Statement%20Police%20Report) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

We left, believing that our STRANGER THAN FICTION HORROR SHOW SAGA with Nicole Kageyama was finally over. Nope! It wasn't!

On 8/23/11, at 4:00 p.m., a Police Officer rang our doorbell. When I answered it, he gave my husband and my self a summons to appear at the King County District Court House in Renton regarding a RESTRAINING ORDER that Nicole Kageyama had filed against us.

If the reader is interested in viewing the summons and petition for the One Year Restraining Order Nicole Kageyama filed against us then please go to hyperlink [One Year Restraining Order Nicole Kageyama](http://www.bullcrapbusters.com/One%20Year%20Restraining%20Order%20Nicole%20Kageyama) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

OH, MY LIVING GOD!!!

On 9/1/11, @ 8:45 a.m. we appeared at the King County District Court in Renton for a trail regarding a Restraining Order that Nicole Kageyama had filed against us. A judge namewas presiding over the legal matter.

The following is our LEGAL DEFENSE, written in excerpt format, which was based upon the very LAW pertaining to UNLAWFUL HARASSMENT, which establishes whether or not a RESTRAINING ORDER by LAW ought to be filed:

(Article I) According to RCW 10.14.030 item #2, "The respondent (us) has been given CLEAR NOTICE THAT ALL FURTHER CONTACT with the petitioner (Nicole Kageyama) is unwanted." What this is stating

is that one of the legal criterions for granting a Restraining Order is that the respondent contacted the petitioner AFTER the petitioner ALREADY made it known to the respondent not to. Nicole Kageyama NEVER TOLD US NOT TO CONTACT HER.

(Article II) According to RCW 10.14.030 item #3, “The respondents’ (us) course of conduct appears DESIGNED to alarm, annoy, or harass the petitioner (Nicole Kageyama)” [See RCW 10.14.030 item #3]. What this is stating is that another legal criterion for granting a restraining Order is that there is proof that the respondent is contacting the petitioner for the SOLE PURPOSE of HARASSING him or her. The following are definitions of the word “harassment” 1. To keep bothering or attacking somebody: to persistently annoy, attack, or bother somebody. 2. Exhaust an enemy with repeated attacks: to exhaust an enemy by repeatedly attacking [See Encarta ® World English Dictionary © & (P) 1998-2004 Microsoft Corporation. All rights reserved]. FOR US TO BE HARASSING NICOLE KAGEYAMA MEANS THAT WE WERE RELENTLESSLY REPEATEDLY CONTACTING HER. ALL WE SENT NICOLE KAGEYAMA WERE TWO (2) FAXES AND (1) E-MAIL.

Moreover, we sent our three correspondences In GOOD FAITH to communicate our FREEDOM OF SPEECH that a) we were disgusted with the medical disservices that Nicole Kageyama had rendered to me and b) to document that we were no longer doing any more business with her to prevent her from generating multiple bogus billings to our health insurance company in the event that she might. Nicole Kageyama billed our Health Insurance Company \$131. 34 and got paid such for rendering me NO MEDICAL SERVICES. WE ALSO TOLD JUDGE MATHEW M. WILLIAMS THAT THERE IS NO GRIEVANCE PROCEDURE THAT WE CAN COMPLAIN TO THAT WILL DO ANYTHING ABOUT DOCTORS WHO BILL FOR MEDICAL SERVICES THAT ARE NOT RENDERED. All we were able to do was to put a stop payment on the \$15.00 co-payment that her office demanded we pay BEFORE we saw her. CLEARLY WE WERE NOT HARASSING Nicole Kageyama.

(Article III) According to RCW 10.14.030 item #5, “The respondent’s (the Lahams) course of conduct has the purpose or effect of UNREASONABLY INTERFERING with the petitioner’s PRIVACY or the purpose or effect of creating intimidating, hostile, or offensive LIVING ENVIRONMENT for the petitioner (Nicole Kageyama).” We sent a total of THREE correspondences to Nicole Kageyama. That is not an UNREASONABLE INTERFERENCE WITH HER PRIVACY.

(Article IV) According to RCW 10.14.030 item #4 of Washington State Supreme Court Case of Trummel versus Mitchell, Reference #156 Wn. 2d 653, “...must be warranted by the facts of the case...THE COURT MAY NOT GRANT RELIEF BEYOND THE NEXUS OF THE

RELATIONSHIP and the particular HARM SOUGHT TO BE ABATED.” What this is stating is that yet another legal criterion for granting a Restraining Order is that there is proof that the respondent is not only contacting the petitioner, but the petitioner’s family and/or business as well for the sole purpose of harassment. We sent a total of THREE correspondences addressed EXCLUSIVELY to Nicole Kageyama and to NO ONE else. Nicole Kageyama had NO LEGAL BASIS by which to EXPAND THE SCOPE of a Restraining Order to INCLUDE her EMPLOYEES and/or FAMILY. Yet...Nicole Kageyama included in her sworn statement that we were not to contact her employees and wrote in her sworn statement the names and ages of her two children who were not to be contacted by us. Never mind that were under ten years of age therefore, not even old enough to READ the correspondences that we sent to Nicole Kageyama!!!

(Article V) According to reference item [4] of Appellate Court Case of Emmerson versus Weilup, reference #126 Wn. App. 930, “A case is MOOT (of no significance) if there NO LONGER exists either a CONTROVERSY between the parties or a substantial QUESTION.” There no longer existed a CONTROVERSY with Nicole Kageyama since I, Elana Laham, FIGURED OUT THAT I HAD CANDIDAS AND CURED MYSELF OF IT WITH NYSTATIN. OUR EXPERIENCE WITH NICOLE KAGEYAMA IS THAT SHE IS A QUACK DOCTOR. SO, WE HAVE NO REASON TO CONTACT HER EVER AGAIN. Judge MATHEW W. WILLIAMS asked me, “Are you going to ever contact Nicole Kageyama again?” I told him, and this was my exact quote, “I WOULD NOT CONTACT HER IF SHE WAS THE LAST DOCTOR ON EARTH”.

(Article VI) According to RCW 10.14.040 Protection order petition, item #1, “A petition of relief shall allege the existence of HARASSMENT and shall be accompanied by an affidavit made under oath stating the SPECIFIC FACTS and circumstances from which relief is sought” [See RCW 10.14.040 Protection order petition, item #1]. Nicole Kageyam’s SWORN STATEMENT was A PACK OF LIES and we have the ARTIFACTS TO PROVE IT.

Nicole Kageyma FALSELY CLAIMED that that MESSAGES on our e-mail and faxes were THREATENING. None of the WORDS in our faxes or e-mail even remotely IMPLY any THREATS. I had called Nicole Kageyama a “Mean, Stupid, Selfish, Lazy, Arrogant, Lying, Flunky”. There is nothing threatening about those words.

Nicole Kageyma FALSELY CLAIMED in a court of LAW that we sent her ELEVEN Faxes. We sent TWO Faxes and ONE E-mail to Nicole Kageyama. Nicole Kageyama only brought FIVE of the so-called ELEVEN Faxes to trial as her COURT EXHIBITS. All FIVE of Nicole Kageyama’s so-called COURT EXHIBITS were FABRICATED.



Nicole Kageyama presented as a COURT EXHIBIT a fax that claimed that it came from us and went to her office on 8/19/11 @ 3:10 a.m. FALSE!!! At exactly 3:10 a.m., on precisely 8/19/11 we did attempt to send a Fax to Nicole Kageyama's office, however, it did not go through. For according to our FAX MACHINE "THE FAX FAILED". Nicole Kageyama did not receive this fax from us because her fax machine was off line. This means that Nicole Kageyama's court exhibit fax was a FAKE!!!

The five faxes that Nicole Kageyama presented as a COURT EXHIBIT were also never sent. They claimed that they were sent to her office from us on 8/19/11 @ 2:50 a.m., 2:54 a.m. 3:02 a.m. 3:06 a.m., and 3:10 a.m. FALSE!!! The header on top of each of Nicole Kageyama's five fabricated faxes did NOT align with the header of the two test faxes that we sent from the very same fax machine that we used to transmit the faxes that Nicole Kageyama's office did receive. This means that Nicole Kageyama's five court exhibit faxes were a FAKE!!!

Nicole Kageyama had committed perjury in court by FALSIFYING her COURT EXHIBITS.

If the reader is interested in viewing our fax that failed to get transmitted to Nicole Kageyama's office at 3:10 a.m. on 8/19/11 and Nicole Kageyama's one court exhibit fabricated fax that claimed to have been transmitted at 3:10 a.m. on 8/19/11, then please go to hyperlink [Nicole Kageyama's Fabricated Fax](http://www.bullcrapbusters.com/Nicole_Kageyama's_Fabricated_Fax) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing Nicole Kageyama's other four court exhibit fabricated faxes, whose headers do NOT align with the headers of our test faxes from the same fax machine we used to send our two real faxes to Nicole Kageyama's office, then please go to hyperlink [Nicole Kageyama's Other Four Fabricated Faxes](http://www.bullcrapbusters.com/Nicole_Kageyama's_Other_Four_Fabricated_Faxes) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

When I brought the above to JUDGE MATHEW M. WILLIAM'S attention all he had to say was, "Did those Faxes come from Boeing?" A fair judge woulda, shoulda, coulda have thrown out the court case at that point and denied Nicole Kageyama her request for a restraining order due to the fact that Nicole Kageyama's testimony was NOT CREDIBLE!!! Nicole Kageyama's sworn statement that we sent her a total of eleven faxes was a LIE, and her court exhibits were a LIE also. But that is not what happened.

The rest of what Nicole Kageyama reported was trivial nonsense.

Nicole Kageyma QUOTES IN HER SWORN STATEMENT "Elana grabbed a paper sheet she had got up into my face about six inches away and started reading some scripture like quote? I WAS IN SHOCK."

What I read to her was the following verse from the song entitled ‘Sweet Home Alabama: “In Birmingham they love the gov’n’r. Now we all did what we could do. Now Watergate does not bother me. Does your conscience bother you? Tell the truth.”

If the reader is interested in viewing the sheet with the lyrics to the song “Sweet Home Alabama” that I read to Nicole Kageyama then please go to hyperlink [Sweet Home Alabama](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Also, we were not six inches in Nicole Kageyama’s face. Nicole Kageyama was at a desk next to her medical assistant on one side of the room and I was getting dressed on the other side of the room.

Nicole Kageyama QUOTES IN HER SWORN STATEMENT “They stormed out of my office”. We said “Then you won’t help me” and we walked out.

Nicole Kageyama QUOTES IN HER SWORN STATEMENT “As they exited my waiting room they shouted “Let’s blow this joint’ in front of other patients and my office staff”. This is a cliché that means, “Let’s get the heck out of here” that we privately spoke to one another.

Last but not least, JUDGE MATHEW W. WILLIAMS listened to a voice mail tape recording of a male and a female calling Nicole Kageyama a “F\*ck\*\*g B\*\*ch \*\*\*hole”. JUDGE MATHEW W. WILLIAMS asked us twice if we had made these annoying phone calls to Nicole Kageyama. We hadn’t so we said “No”. JUDGE MATHEW W. WILLIAMS then said just like a BIASED POLICE OFFICER, “It sounds like you”. This, amongst other biased things he said such as, “Nicole Kageyama is a good doctor” and “Your health insurance company does have a grievance procedure”.

If the reader is interested in viewing our Restraining Order Statement explaining why according to Statutory and Court Case Laws a restraining order against us was totally unwarranted then please go to hyperlink [Restraining Order Statutory Law and Case Law](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

\* \* \*

On 9/1/11 at 10:05 a.m., JUDGE MATHEW W. WILLIAMS not only granted Nicole Kageyama a Restraining Order, he granted her the grandest of all Restraining Orders which forbade us from a) contacting her and b) contacting her staff and c) contacting her office and d) contacting her home and e) contacting her kids. This Restraining Order was in effect for one year.

JUDGE MATHEW W. WILLIAMS RULED against the LAW by

paying NO attention to the LEGAL criterion of RCW 10.14.030 & the Appellate Court Case of Emmerson versus Weilup regarding why a restraining order against the Lahams was NOT necessary, and by DISREGARDING the FACTS the Lahams presented in court for each of these legal criteria, and by IGNORING the fact that Nicole Kageyama COMMITTED PERJURY in a court of law by presenting FABRICATED court exhibits.

Why did Judge Mathew W. Williams render such a verdict? Due to the above observations, the one and only reasonable conclusion that the Lahams have is that Judge Mathew W. Williams had taken a BRIBE. Who offered Judge Mathew W. Williams the payoff? The one and only reasonable explanation that the Lahams have is the plaintiff – Doctor Nicole Kageyama.

WHAT WILL HAPPEN IF JUST 1% OF ALL VICTIMS SUED THE ENFORCER BULLY FOR VIOLATING THEIR PATIENT RIGHTS? THE ENFORCER BULLY WILL GO BANKRUPT. GOOD BYE & GOOD RIDDANCE TO AMORAL MEDICAL MALPRACTICE!

WHAT WILL HAPPEN IF JUST 1% OF ALL VICTIMS PERFORMED THE ALAMO ON THE BRIBERY BULLY FOR VIOLATING THEIR CIVIL RIGHTS? THE BRIBERY BULLY WILL GO BANKRUPT. GOOD BYE & GOOD RIDDANCE TO JUDGES WHO TAKE BRIBES THAT RUIN PEOPLES' LIVES!

When JUDGE MATHEW W. WILLIAMS asked us if there was anything else we had to say before court was adjourned, I said the following and THIS WAS MY EXACT QUOTE, “With all due respect to the court, this (the Judge’s verdict) is a misuse of the law. Restraining orders were never meant for this. They were supposed to be put in place against serial rapists, and serial murders and serial robbers and those who make fifty calls a day (to annoy others).” The judge had no reply to this.

After the Kangaroo Court Hearing of DOUBLE STANDARDS was over, we signed, against our will, the court’s order – the grandest of all Restraining Orders meant for criminal minds.

If the reader is interested in viewing the Restraining Order that Judge Mathew W. (as in worthless) Williams signed then please go to hyperlink [Restraining Order signed by Judge Mathew W. Williams](http://www.bullcrapbusters.com/Restraining_Order_signed_by_Judge_Mathew_W._Williams) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

We were hopeful that this was finally over. Nope! It wasn’t!

ON 9/17/11, A COREY ULMER OF CORPORATE INVESTIGATIONS AT THE CORPORATE OFFICE AT BOEING CONTACTED US. COREY ULMER PRESENTED THE TWO FAXES

THAT WE HAD SENT TO NICOLE KAGEYAMA. COREY ULMER THEN TOLD MY SPOUSE NOT TO SEND ANY MORE FAXES FROM BOEING INVOLVING PERSONAL MATTERS OR HE WOULD BE REPRIMANDED AND POSSIBLY FIRED FROM HIS JOB. MY SPOUSE ASKED COREY ULMER WHAT IS HE SUPPOSED TO DO TO ALERT BEOING ABOUT A DOCTOR WHO COMMITS MALPRACTICE AGAINST HIS WIFE AND GETS PAID FROM BOEING'S HEALTH CARE PROVIDER KNOWN AS BLUECROSS BLUESHIELD OF ILLINOIS FOR DOING SO. COREY ULMER'S REPLY WAS TO TELL MY SPOUSE TO CONTACT BOEING TOTAL ACCESS. WHEN MY SPOUSE EXPLAINED THAT HE HAD ALREADY BEEN THERE, DONE THAT, NO WORKIE REGARDING ANOTHER ONE OF BEOING'S HEALTH CARE PROVIDERS KNOWN AS GROUP HEALTH, COREY ULMER REPLIED, "WELL THAT'S WHAT YOU DO."

If the reader is interested in viewing the documentation of Boeing's Corporate Investigation then please go to hyperlink [Corey Ulmer's Boeing Corporate Investigation](http://www.bullcrapbusters.com/Corey_Ulmer's_Boeing_Corporate_Investigation) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Nicole Kageyama did a fine job of KICKING HER OWN BUTT IN WITH HER OWN BOOT. It cost Nicole Kageyema about \$25.00 for a bounced check fee due to the fact that I had put a stop payment order on the copayment check I had given her office and my bank had honored it. We had no check cancellation fees due to the fact that one of our checking account features was that stop payment orders were free. It cost Nicole Kageyama about \$80.00 to serve a summons on both of us for the court hearing. We know this, as this is the fee we have had to pay numerous times on service of summons for our lawsuits whenever we were the plaintiffs. It cost Nicole Kageyama \$83.00 to file a petition for a restraining order against us. We did not have to pay any court fees. That's a total of \$188.00 Nicole Kageyama spent to collect \$131.34 from my health insurance company for the medical disservices that she rendered me. It cost Nicole Kageyama who knows how much money to give Judge Mathew W. Williams a bribe for granting her an unwarranted restraining order against us.

If the reader is interested in viewing an excerpt from the Case Docket Inquiry showing what Nicole Kageyama paid to file her petition then please go to hyperlink [Case Docket](http://www.bullcrapbusters.com/Case_Docket) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

\* \* \*

At a later date, we decided to document for the reader and FOR JUDGE MATHEW W. WILLIAMS that our health insurance company does NOT have a grievance procedure as he said it does.

On 5/10/12, I sent the following letter to BLUE CROSS BLUE SHIELD of Illinois, P.O. Box 575, Chicago, IL 60690-9858. Attention:

Special Investigation Department, which has been written in excerpt format:

“On 5/10/12, I contacted your fraud hotline number 1800-543-0867 and spoke to a Sophia who gave me a report number BCBS-12-05-0078 and a Yanika who gave me a report number of BCBS-12-05-0081 supplemental report that added information to the initial above report. The following is the nature of my fraud alert report followed by documentation that supports my claim:

Dermatologist Nicole Kageyama...violated my patient rights by refusing to give me any medical treatment because I can't and won't take steroids. She told me I can take Cortisone or get nothing. In addition, she wrongfully insisted that I am not allergic to steroids even though I showed her my indisputable evidence that I am – my own two breasts covered with dull pinkish web-like markings for the last six years which apparently are my own capillaries trying to clean up the steroid toxins. I had to play doctor to figure out that I had Candidas – a yeast infection – and that I had to take Nystatin – an antifungal cream – in order to get rid of it. She got paid \$131.34 from Blue Cross Blue Shield for rendering me her medical disservices. I have included a copy of the following artifacts that substantiate my claim for your review:

1) Blue Cross Blue Shield of Illinois benefits claim form #12295523W620H showing that on 8/11/11 Nicole Kageyama billed \$131.34 for rendering me medical disservices.

2) The receipt Nicole Kageyama's office gave me for my co-payment \$15.00 that her office demanded that I pay before I saw her.

3) A notice from my bank showing that I stopped payment on the co-payment check I paid to Nicole Kageyama because she rendered me medical disservices.

4) Nicole Kageyama gave me no paperwork for my office visit.

5) A pamphlet I downloaded off the Internet on Candidas that includes within it information regarding the anti-fungal drug called Nystatin.

6) A prescription from Emergency doctor Alan Chock at Highline Medical Center that was given to me 7/14/11 upon my request for Nystatin. Plus receipts showing I bought and used the Nystatin along with his medical evaluation that my ailment was 'skin rash undetermined cause' and his recommendation that I 'follow up with your doctor (dermatology referrals) as scheduled 8/8/11 for specialty evaluation'.”

If the reader is interested in viewing the letter sent to BlueCross BlueShield on 5/10/12 then please go to hyperlink [Letter BlueCross BlueShield](http://www.bullcrapbusters.com/LetterBlueCrossBlueShield) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).



On 6/14/12 a Mayabe left a message on my voice mail to call 888-802-8776, extension 25384 regarding reference #1-3325474951.

On 6/18/12 I called her back. She was not available so a Melissa whose title is Customer Advocate spoke to me. Regarding my fraud complaint she told me that it was NOT fraud. She said that an issue of fraud constitutes me never coming to Nicole Kageyama's office for any visit, but Nicole Kageyama bills my health insurance company anyway. She told me it was a Quality of Care issue. This means that if Nicole Kageyama gets enough complaints she will be removed from Blue Cross Blue Shield's provider network, or if it is an egregious (remarkably bad enough) complaint. I said, "You are wrong. Something has to be done about your policy".

The following is an excerpt of the correspondence that Blue Cross Blue Shield sent to us dated 6/22/12:

"The results of these investigations are confidential between the network (Blue Cross Blue Shield) and the provider (Nicole Kageyama). Please be assured that your inquiry will be investigated, but the outcome cannot be disclosed".

If the reader is interested in viewing the Non-Outcome of BlueCross BlueShield's so called investigation of the fraud that Nicole Kageyama committed dated 6/22/12 then please go to hyperlink [Letter BlueCross BlueShield](http://www.bullcrapbusters.com/LetterBlueCrossBlueShield) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 7/5/12, we sent the following letter to Blue Cross Blue Shield P.O. Box 805107, Chicago, IL 60680-4112. Attention: Inquiry, which has been written in excerpt format:

"On 6/18/12, we contacted your telephone number 888-802-8776 and spoke to Melissa whose title is Customer Service.

Melissa informed us that the results regarding your investigation into the above matter were as follows:

"Nicole Kageyama did NOT commit fraud because my spouse had an office visit with her. The LEGAL definition of the word FRAUD does not agree with yours; therefore we are requesting a RE-REVIEW of your investigation.

According to Webster's New World Dictionary THE LEGAL DEFINITION OF THE WORD FRAUD IS, '(1) (b)...INTENTIONAL DECEPTION TO CAUSE A PERSON TO GIVE UP...SOME LAWFUL RIGHT.'

Nicole Kageyama VIOLATED MY PATIENT RIGHTS, and thereby,

committed FRAUD. As I already stated in the letter we wrote to you dated 5/10/12, 'Nicole Kageyama VIOLATED MY PATIENT RIGHTS BY REFUSING TO GIVE ME ANY MEDICATION and/or MEDICAL TREATMENT BECAUSE I CAN'T AND WON'T TAKE STEROIDS.

- 1) Her exact words were 'You take Cortisone or you get nothing.'
- 2) She gave us NO paperwork for my spouse's office visit.
- 3) She gave us NO prescription for any medication for my spouse's ailment.

All we have from Nicole Kageyama's office is a co-payment receipt.

THE LEGAL DEFINITION OF THE WORD FRAUD ALSO IS, '(3)  
(a) A PERSON WHO...IS NOT WHAT HE/SHE PRETENDS TO BE'.

As we already stated in the letter we wrote to you dated 5/10/12, 'I had to play doctor to figure out that I had Candidas – a yeast infection – and that I had to take Nystatin – an antifungal cream – in order to get rid of it'.

Nicole Kageyama may have the credentials of being a 'doctor' but in practice...

- 1) She gave us a wrongful diagnose that I had Maliaria while she insisted that I did not have Candidas, which I did have.
- 2) She wrongfully insisted that I was not allergic to steroids even though I showed her indisputable evidence – my own two breasts covered with dull pinkish web like markings for the last six years which apparently are my own capillaries trying to clean up the steroid toxins. Would you like to see them?! Betamethasone, a steroid used in the anti-fungal cream Miconazole for ringworm, caused it.

Melissa (Blue Cross Blue Shield representative) also informed us that the results regarding your investigation into the above matter were as follows:

"It's a quality of care issue. If Nicole Kageyama gets enough complaints she gets removed from our (BCBS) network of providers. Or if the complaint is egregious (remarkably bad) enough".

First of all, why is our ONE complaint NOT enough for you to do the right thing and get rid of the doctors on your provider's list who are rendering medical disservices to their patients? We gave you all the documentation necessary in our letter to you dated 5/10/12 to substantiate our claim. Did you even look at THEM?

Second of all, why is our complaint not egregious enough? Do I have to die in order for it to be? According to the Webster's New World College

Dictionary fourth edition page 213, ‘Candidas...can develop into serious internal chronic conditions’. Hence, if I did not know that I had Candidas and I was not able to find the proper treatment for it, which was Nystatin, I very well may have become very, very, very sick. So then, you prefer that I get so sick that I have to go to the Emergency Room of a Hospital so that they can charge you thousands of dollars to take care of me?

We think you are a FRAUD and we feel that your grievance procedure is nothing but a FALSE OPPOSITION.”

If the reader is interested in viewing the letter sent to BlueCross BlueShield on 7/5/12 then please go to hyperlink [Letter BlueCross BlueShield](http://www.bullcrapbusters.com/LetterBlueCrossBlueShield) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

WE RECEIVED A NON-REPLY FROM BLUE CROSS BLUE SHIELD OF ILLINOIS.

The following is an excerpt of the correspondence that Blue Cross Blue Shield sent to us dated 7/10/12:

“The results of these investigations are confidential between the network (Blue Cross Blue Shield) and the provider (Nicole Kageyama). Please be assured that your inquiry will be investigated, but the outcome cannot be disclosed”.

If the reader is interested in viewing the Non-Outcome of BlueCross BlueShield’s so called investigation of the fraud that Nicole Kageyama committed dated 7/10/12 then please go to hyperlink [Letter BlueCross BlueShield](http://www.bullcrapbusters.com/LetterBlueCrossBlueShield) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

I RECEIVED NO OTHER REPLY.

I have every right to know what THE OUTCOME is and Blue Cross Blue Shield has every obligation to reveal it to me.

Our health insurance company, BLUE CROSS BLUE SHIELD, has NO grievance procedure by which I can voice my legitimate complaint to in order to rectify the unconscionable act of a bad doctor on its provider list who committed FRAUD against me by collecting payment for rendering me medical disservices, for violating MY PATIENT RIGHTS that I can’t and won’t take STEROIDS, and for VIOLATING HER HIPPOCRATIC OATH by being willing to do me medical harm by insisting that I take steroids or get no medical help for a THREE MONTH OLD, SPREADING, UNKNOWN, and POTENTIALLY DANGEROUS RASH that was growing on both of my breasts.

**Vilifying the Worker and/or Patron**

Another way in which the wannabe big business bully invalidates a valid grievance is by vilifying the worker or patron. There are a couple of strategies that the wannabe big business bully utilizes to do this. The wannabe big business bully will discredit a credible complaint by, for instance, labeling the one who is airing it as a “habitual complainer”. Notice the choice of words here. They strongly imply that the worker or patron who is exercising his labor or consumer rights has nothing better to do with his existence than make meaningless complaints against a business. This is similar to what the big business bully coins as a “frivolous lawsuit”. It sounds like it means that it is doing away with unnecessary legal cases. But what it really means is that it is doing away with legal cases that involve small monetary damages since the well to do regard them as trivial. Getting rid of so-called frivolous lawsuits, means that our justice system will be compromised into justice for some – the rich, not justice for all – the working class and poor.

Another thing the wannabe big business bully will do, in order to ignore a worker or patron’s legitimate complaint, is to make it appear as if the worker or patron is some sort of criminal. Management unceremoniously has security through the legitimate complainer off of the premises or has the legitimate complainer arrested by the police.

It used to be that if a patron was being harassed by a clerk all the patron had to do was make a legitimate complaint to the management of the business and the recalcitrant clerk was either reprimanded or fired from his/her job for his/her unacceptable behavior. Nowadays, all too often, it has been our experience that if a customer voices a legitimate complaint about a rude-for-nothing employee to the management of the business, the management of the business will add insult to injury by defending the wayward employee’s inappropriate behavior. Moreover, if the consumer threatens to boycott the products and/or services of the business for refusing to do anything about employees who victimize customers with their rude-for-nothing bullying, the business will display the attitude of, “I don’t give a crap.” Knowing this, and being sick and tired of having our dignity taken away from us in spite of the fact that we trade our hard earned money for commodities, we, two individuals, decided to take our dignity back by voicing sarcasm to any and every clerk who acts like a jerk to us for no cause. Now the business bully has decided to retaliate against us for daring to exercise our human rights by filing unnecessary no-trespassing orders against us. Well, we are not going to be intimidated or manipulated by their new bullying tactic. We are going to continue to stand up for our dignity when it is necessary to do so, no matter how many times the business bully passes out a bogus no-trespassing order to two, upstanding, law abiding, American citizens who do NOT bother anybody for any reason unless and until someone bothers us for no reason.

\* \* \*

The following real life scenario entitled, “Those Good Old Double Standards of Hate” illustrates how the wannabe big business bully vilifies the worker and/or patron in order to invalidate their legitimate grievance against being mistreated:

### UNION BANK

In the month of April in the year of 2010, we opened up a checking account at Frontier Bank’s Redmond Branch in the State of Washington. We conducted our banking business there without any mishaps. Then we moved.

In the month of April in the year 2011, we started conducting our banking business at UNION BANK (it had merged with Frontier Bank) located at 617 South 3rd Street, Suite B, Renton, WA 98057. Phone: 425-277-6866. It was there that the trouble began. It started with little rude for nothing remarks directed at us for no reason every single time that we entered the bank to execute a bank transaction. We decided to handle the uncalled for lack of professionalism from the staff of Union Bank’s Renton branch by sassing them back. Doing so seemed to be working fine. But it wasn’t. The bank tellers there threw verbal insults at us and then get very upset that we threw verbal insults right back at them.

Initially, we did not know that it bothered them since they hid their hostility by pretending that it did not bother them that we gave them back their own medicine. We are from the old school. So, we believe that we ought to treat others as they treat us and that both the worker and the patron are equal partners in the business relationship because the patron gives the worker a job and the worker gives the patron products and services. It irked us to be disrespected for no cause for another reason. We were middle-aged folk who had accumulated some wisdom from having lived as long as we have and we both graduated four-year universities with degrees as honor students. They were kids half our age with no college education acting like punks making fun of us for just breathing.

The bank teller named KRISTIN made fun of me with sarcastic laughter for doing something that she thought was stupid. So, one day I said to her, “You told me that the bank charges stop payment fees.” Don’t you know that we have a Tiered Interest Checking Account which waivers all bank stop payment fees?” This was followed by my sarcastic laughter right back at her like a loyal boomerang.

The bank teller named CRISANTA CUPSA made fun of me with sarcastic laughter for doing something that she thought was stupid. One day, she accidentally locked me into the bank completely forgetting that I was there, while she and the rest of the bank crew took a lunch break. The bank security guard named Valerie had to get her to open the front



door to let me out. As she was unlocking the front door to let me out of the bank I laughed sarcastically at her.

Then there was CHA CHA, a third bank teller, at the Union Bank at the Renton branch. At first she seemed rather nice. Every time she saw me she complimented how I dress. One day, I decided to reciprocate her kindness by complimenting the glasses that she wore. She flat out laughed at my good will gesture. So I said to her, “When people give me a compliment I don’t laugh I just say thank you.” She never complimented me again after that nor I her. Then the day came when the proverbial camel had one straw too many laid upon its back and its pay load simply was no longer able to endure the weight of an escalating conflict that had no business escalating at all!

On 8/18/11, as usual, we came into the Renton branch to, as usual, conduct a bank transaction, and as usual, one of the bank tellers started up with the usual sarcasm. It was Cha Cha. She barked at me, “You come over here!” as if I was her pet dog. So, as usual, I sassed her back by retorting, “You come over here!” Then Cha Cha said, “You hate me today.” So I said, “You hate me everyday.” Preferring to de-escalate the nonsense, we decided to park ourselves at Crisanta’s desk instead of hers. But, Crisanta got all upset about what I had just told Cha Cha. It was her way of having a lame excuse to gang up on me. So I told her, “This is none of your concern. If Cha Cha is upset with me let her come and tell me.” But Crisanta refused to. Instead she jumped up out of her chair, and shouted a public announcement in front of the whole bank, which was, “I can’t deal with these customers!” Luckily, there were no customers in the bank. Quite frankly, other than ourselves, we had not seen any customers in that bank for at least three months. After Crisanta threw her temper tantrum she exited the building. Shocked we said nothing. A moment later, we sat down at another bank teller’s desk named Tatiana to perform a simple bank transaction. Titiana Schmidt Wilson apologized twice for Crisanta’s behavior. “Thank you.” I said “We appreciate that. But Crisanta ought to be the one to apologize.” Then, while we were still sitting at Titiana’s desk finishing up our bank transaction, Crisanta re-entered the building and again in her childish tirade shouted, “I can’t deal with these customers! I am taking a lunch break!” Stunned I managed to say, “Oh, leave us alone!” Then I sat back down thoroughly disgusted for less than five feet away from where Crisanta had been standing, while she not once but twice threw her childish temper tantrum at us making her totally uncalled for scene, stood the manager of the bank, MARK PRUDEK. He just stood there and said and did NOTHING! Incensed we left the bank.

On 8/19/11, my spouse, Michael, was very upset about what had transpired on 8/18/11. So, we went back to Union Bank at the Renton branch, and he walked over to Crisanta and told her, “Get a life, low life!” Suddenly, like a bull in a china shop, MARK PRUDEK charged forward from behind his desk and said, “You are done! I am closing out

your bank account!” Mad I said while I pointed my finger at Crisanta, “Oh, now you are going to do something? She is one mean, stupid, selfish, lazy, arrogant, lying flunky. She threw a temper tantrum and you did nothing! But now that we defend ourselves you are going to do something? We don’t have to put up with your double standards and your double talk. Good bye and good riddance!” After that, Mark said, “I am mailing you a cashier’s check.” I said, “Don’t do that. We have outstanding checks that have to clear and direct deposits that have to be cancelled. We are closing out our bank account ourselves at another branch.”

After that, we started to exit the bank. As we were doing so, Mark Prudek stalked us all the way to the front door while repeating his broken record of “You are done!” While we were still leaving, out of the corner of my eye I noticed that Crisanta Cupsa had a shameless smirk on her face and Kristin had grown one as well. My parting words to Mark Prudek were, “Bye bully coward. Enjoy the bad economy.” After that, in putrid disgust with the asinine behavior of all but two of them – Tatiana and Valerie – we exited the so-called bank.

The following is an excerpt of an e-mail we sent on 8/19/11 to Mark Prudek at [mark.prudek@unionbank.com](mailto:mark.prudek@unionbank.com):

“Attention Mark Prudek. Be informed that we are closing our account because Crisanta Cupsa was unbelievably rude to us for NO reason and you did NOTHING about it. Tatiana Schmidt Wilson ought to have your job since she apologized twice for Crisanta Cupsa’s grossly unprofessional infantile temper tantrum. Now we know why we never see any customers in your branch.

Be informed that we are going to another branch of Union Bank to close out our account. We do NOT give you the authority, that you so rudely took the liberty of taking, to send us a check in the mail. We have a direct deposit that has to be stopped...and we have to be sure that we collect all of our \$30,000.00 plus dollars that your bank owes us.

**WE DO NOT HAVE TO PUT UP WITH YOUR DOUBLE STANDARDS AND YOUR DOUBLE TALK...ENJOY THE BAD ECONOMY THAT PEOPLE LIKE YOU MAKE.”**

If the reader is interested in viewing the e-mail dated 8/19/11 sent to Mark Prudek from the Lahams then please go to hyperlink [E-mail to Mark Prudek at Union Bank](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 8/19/11, we made a money transfer in the amount of \$33,654.35, which was most of our money from Union Bank to Valley Bank. We left some of our money in Union Bank to cover any outstanding checks that had not yet cleared Union Bank.

If the reader is interested in viewing Valley Bank's deposit slip dated 8/19/11 then please go to hyperlink [Valley Bank's Deposit Slip](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 8/20/11, Officer Hossner from the Renton Police Department contacted us to let us know that Union Bank at the Renton branch had filed a ONE-YEAR NO TRESPASSING ORDER against us. We were befuddled as to how that happened, since we had already left the bank PEACEFULLY twenty-four hours ago! Officer Hossner asked me if I called Mark Prudek a "Bully Coward". I replied, "Yes, so what?" Officer Hossner had nothing to say to that.

If the reader is interested in viewing the No Trespassing Order dated 8/20/11 issued by the Renton Police Department Case # 11-8326 then please go to hyperlink [Union Bank's One-Year No-Trespassing Order](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The following is an excerpt of the statement that we added to the Renton Police Report #11-8326, which Mark Prudek had filed against us:

"...Mark Prudek as chosen to continue to victimize us with his BULLYING BEHAVIOR by REFUSING TO LET US PEACEFULLY CLOSE OUT OUR OWN ACCOUNT.

...Mark Prudek continues to harass us for NO REASON by:

- a) attempting to cause our \$36,000.000 balance in our Union Bank checking account to get LOST.
- b) attempting to cause any outstanding checks from our checking account at Union Bank to BOUNCE.
- c) attempting to cause our Direct Deposit paychecks to get lost in LIMBO.
- d) attempting to tarnish our reputation as decent people by contacting the Renton Police Department to file a bogus police report against us...by putting a no trespassing order. AS IF WE ARE GOING TO GO BACK TO THAT UNION BANK BRANCH LET ALONE DO ANYMORE BUSINESS WITH ANY UNION BANK!

The real reason Mark Prudek is doing all of this is so that he can cover his sorry butt that it is he who caused a \$36,000.00 checking account to close out because he refuses to do his job and act like a BANK MANAGER.

According to Union Bank's Disclosure Booklet page 53 it states, 'We may close your account for any reason'. Then it gives the following

reasons for why a bank ought to close out a client's account:

HAVING A ZERO OR NEGATIVE ACCOUNT BALANCE FOR MORE THAN FORTY FIVE DAYS.

[We have never ever had a zero or negative account balance at any time]

NON-SUFFICIENT FUNDS.

[We have never ever had a lack of money in our bank account]

OVERDRAFTS.

[We have never ever had any occasion to use over draft protection]

OTHER UNSATISFACTORY ACCOUNT ACTIVITY

Because Mark Prudek is a MEAN, STUPID, SELFISH, LAZY, ARROGANT, LYING FLUNKY BULLY COWARD he has ABUSED this policy by using it against consumers who REFUSE to put up with SICK DOUBLE STANDARDS...of having to have their DIGNITY TAKEN AWAY from them by RUDE FOR NOTHING employees of UNION BANK who have nothing better to do but MAKE TROUBLE.”

If the reader is interested in viewing the Statement we made in the Renton Police Report # 11-8326 dated 8/21/11 that Mark Prudek had filed against us then please go to hyperlink [Laham's Statement for Police Report](http://www.bullcrapbusters.com/Laham's%20Statement%20for%20Police%20Report) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

A few months prior to the above incident I received a “Welcome to Union Bank” letter. It was signed by a BRIAN HAWLEY, who is the SENIOR VICE PRESIDENT of PACIFIC, NORTHWEST, BRANCH, BANKING. However, it did not have Brian Hawley's contact information – mailing address or phone number.

On 8/20/11, we contacted UNION BANK's CUSTOMER SERVICE DEPARTMENT to no avail! Its customer service representatives were unwilling to allow us to file a legitimate grievance against the Union Bank Branch in Renton, Washington. That is, until we mentioned that it was regarding a \$36,000.00 bank account. Then, miraculously one of Union Bank's customer service representatives gave us Brian Hawley's phone number. It was 425-514-0717. We left a message on Brian Hawley's voice mail describing what had transpired above. His voice mail also had a forwarding phone number to a Jessica Wolf who it said was his secretary. Her number was 253-591-2082. We left the same message on her voice mail.

On 8/22/11, we received a call back from a MARYETTA WILLIAMS. She told us that she had received our voice mail message legitimate complaint about Union Bank's Renton branch in Washington, which was our reiteration of our statement that we put into the Renton Police Report

#11-8326 above. She told us that she wanted us to expound on it. We did as she requested. One of the things she told us was that Mark Prudek said that we charged into the bank and yelled. We told her not to take our word for it but to check the Union Bank's own camera to see for herself that we were not charging into the bank or yelling at anyone. If we were yelling the bank's video camera woulda, shoulda, coulda show that our mouths were in the shape of a large "O". If we were charging the bank's video camera woulda, shoulda, coulda show that our bodies were running. However, the bank's camera will not show that we were doing any such things since we were not doing them.

After that, Maryetta Williams told us that she had called us on 8/19/11 to let us know that we had 24 hours to contact her regarding the closing out of our account per Mark Prudek's demand. Since we did not call her back, she gave Mark Prudek the go ahead to send us a CASHIER'S CHECK in the MAIL for the money that we had in our Union Bank checking account. [MARK PRUDEK INSISTED ON SENDING US A CASHIER'S CHECK IN THE MAIL OF \$36,000. IMAGINE THAT! IF OUR MAIL GOT LOST OR STOLEN WE WOULD BE FORCED TO PURSUE LEGAL ACTION AGAINST UNION BANK.] I told her, "We drove out of town that day to our other bank to make a deposit to transfer as much of our money as we were able to into it without leaving insufficient funds in our Union Bank account. Thusly, we did not know that she had contacted us."

Although, Maryetta Williams expressed that Union Bank was very interested in hearing our legitimate grievance regarding what had transpired at Union Bank's Renton branch in Washington on 8/19/11, she did not a) apologize for what had happened and b) offer to rescind the absurd no trespassing order and c) verbalize any interest in rekindling our patronage of Union Bank.

On 8/23/11, Union Bank's check #2149, in the amount of \$33,654.35, dated 8/19/11, issued to me for deposit into Valley Bank to transfer our money from Union Bank, Union Bank BOUNCED, due to Mark Prudek's closing of our checking account at Union Bank.

If the reader is interested in viewing Union Bank's (also still known as Frontier Bank) check then please go to hyperlink [Union Bank's Check](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 8/26/11 we received in the mail a Cashier's Check dated 8/19/11 from Union Bank in the amount of \$36,688.20, which was the sum total of our checking account at Union Bank. Along with it came a Union Bank Debit Notification slip dated 8/19/11, which stated, "Closing transaction per bank discretion" as well as a Union Bank closing receipt dated 8/19/11, which stated, "Disposition of funds". I deposited the money into Valley Bank on 8/26/11.



If the reader is interested in viewing Union Bank's Cashier Check front and back, Union Bank's Debit Notification slip, and Union Bank's closing receipt then please go to hyperlink [Union Bank's Cashier's Check, Debit Slip & Closing Receipt](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The following is an excerpt of an E-mail dated 8/26/11 that we sent to [maryetta.williams@unionbank.com](mailto:maryetta.williams@unionbank.com). A copy was sent to [brian.hawley@unionbank.com](mailto:brian.hawley@unionbank.com) and [jessica.wolf@unionbank.com](mailto:jessica.wolf@unionbank.com):

“We received an unnecessary piece of mail from Mark Prudek. We did NOT read it because we consider it HARASSMENT, since it was postmarked 8/22/11, which is two days AFTER he filed a no trespassing order against us...on 8/22/11. You mentioned on our voice mail that you thought this (Mark Prudek's) letter might be a stop payment order confirmation form. NO, IT IS NOT. We know because Mark Prudek's signature was at the bottom of a piece of paper written in paragraph format.

This is a perfect example of the DOUBLE STANDARDS with which Mark Prudek has mistreated us as Union Bank's customers. Why is Mark Prudek contacting us, even though by law we are not to contact him and even though we told Mark Prudek in our e-mail to him on 8/19/11 not to have any further contact with us? The only reason we opened Mark Prudek's correspondence...was because we thought it was a Cashier's Check Union Bank is supposed to send us for the close out of our checking account at Union Bank....without reading its contents (Mark Prudek's letter), we promptly folded it up, put it back in its envelope, and put it into another envelope which we intend to forward to you. Because Mark Prudek unnecessarily closed our checking account (at Union Bank), the check that we wrote in good faith (Check #2149) in order to close out our (own) checking account with Union Bank, that we deposited into our other bank...UNION BANK BOUNCED. Such resulted in a handling fee of \$7.00 that our other bank charged to my checking account with them. HENCE, WE ARE REQUESTING THAT YOU REIMBURSE US FOR THE MONETARY COST THAT WOULD, SHOULD, COULD BE AVOIDED HAD MARK PRUDEK LET US CLOSE OUR OWN CHECKING ACCOUNT. We will be happy to furnish you with this documentation upon your request.”

The following is an excerpt of an E-mail dated 8/28/11 that we sent to [maryetta.williams@unionbank.com](mailto:maryetta.williams@unionbank.com). A copy was sent to [brian.hawley@unionbank.com](mailto:brian.hawley@unionbank.com) and [jessica.wolf@unionbank.com](mailto:jessica.wolf@unionbank.com):

“Our e-mail...presents you with three very simple questions that you can answer simply by typing an answer below each and sending it back to us...

On 8/29/11, we received the following reply to (Q3) by Maryetta

Williams:

“I will reverse this fee out of customer service...it did not occur due to a bank error.”

If the reader is interested in viewing the e-mail chain dated 8/26/11 and 8/28/11 sent to Maryetta Williams from the Lahams then please go to hyperlink [E-mail Chain Maryetta Williams Union Bank](http://www.bullcrapbusters.com/E-mail%20Chain%20Maryetta%20Williams%20Union%20Bank) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 8/29/11, we received in the mail from Union Bank’s Renton branch in Washington a cashier’s check in the amount of \$7.00 signed by Mark Prudek.

If the reader is interested in viewing Union Bank’s Cashier’s Check receipt dated 8/29/11 then please go to hyperlink [Union Bank Cashier's Check Receipt](http://www.bullcrapbusters.com/Union%20Bank%20Cashier's%20Check%20Receipt) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 8/29/11, we received Union Bank’s close out statement showing a zero balance in our checking account as of 8/19/11,

If the reader is interested in viewing Union Bank’s close out statement dated 7/21/11 through 8/19/11 then please go to hyperlink [Union Bank's Close-Out Statement](http://www.bullcrapbusters.com/Union%20Bank's%20Close-Out%20Statement) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 8/31/11, I received my Valley Bank Statement. It showed that on 8/19/11 Union Bank BOUNCED the check # 2149 dated 8/19/11 that I had issued to me to transfer my money in the amount of \$33,654.35 to Valley Bank from Union Bank. It also showed that on 8/23/11 Valley Bank charged me a \$7.00 fee for the check that Union Bank had BOUNCED. It also showed that on 8/26/11 Union Bank issued me a Cashier’s Check dated 8/26/11 in the amount of \$36,688.20, which I deposited into Valley Bank on 8/26/11.

If the reader is interested in viewing Valley Bank’s statement dated 8/31/11 then please go to hyperlink [Valley Bank's Statement of 8-31-11](http://www.bullcrapbusters.com/Valley%20Bank's%20Statement%20of%208-31-11) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 9/6/11, we deposited the \$7.00 cashier’s check above into our Valley Bank account.

If the reader is interested in viewing Valley Bank’s deposit receipt dated 9/6/11 and Valley Bank’s statement dated 9/30/11 then please go to hyperlinks [Valley Bank's Deposit Receipt](http://www.bullcrapbusters.com/Valley%20Bank's%20Deposit%20Receipt) and [Valley Bank's Statement of 9-30-11](http://www.bullcrapbusters.com/Valley%20Bank's%20Statement%20of%209-30-11) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 9/6/11 we left the following messages dated on Brian Hawley’s voice mail at 9:33 a.m., on Jessica Wolf’s voice mail at 9:27 a.m. and Maryetta William’s voice mail at 9:20 a.m. Brian Hawley’s phone

number is 425-514-0717. Brian Hawley is Union Bank's Senior Vice President, Head of Pacific Northwest Branch Banking. Jessica Wolf's phone number is 425-423-7318. Jessica Wolf is Brian Hawley's Secretary. Maryetta William's phone number is 253-591-2082. Maryetta Williams is Union Bank's Regional Manager who is located at 1501 Commerce Street, Tacoma, WA 98402.

“The \$7.00 that Union Bank reimbursed us, because Union Bank bounced the check we wrote in order to close our checking account with Union Bank, was NOT a CUSTOMER SERVICE TRANSACTION as Maryetta William's claimed that it was. Rather, it was Union Bank's LEGAL OBLIGATION to us since Union Bank has no legal right to cause us monetary damage. Had you not refunded us the \$7.00 that you owed us we could have pursue legal action against you. Then you would have to pay us all of the other additional expenses pertaining to the lawsuit as well. We are done with you, now.”

On 9/30/11, I received my Valley Bank Statement. It showed that on 9/6/11, Valley Bank processed the \$7.00 Cashier's Check from Union Bank that I had deposited into Valley Bank.

If the reader is interested in viewing Valley Bank's statement dated 9/30/11 then please go to hyperlink [Valley Bank's Statement of 9-30-11](http://www.bullcrapbusters.com/Valley-Bank's-Statement-of-9-30-11) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 11/1/12, we went to the Landing in the town of Renton to have lunch at a restaurant called “Vitos”. We had been there, once before, and liked its Italian fare. Not completely sure where it was located, we parked our car at the 24 Hour Fitness parking lot and started walking on the sidewalk in the direction that we were almost certain Vitos was in. To our surprise we walked passed a Union Bank building that we had never seen before. When we were completely passed the Union Bank building, we heard a female voice say, “Hey you guys!” in a voice that sounded like she knew us. We turned around and saw a female standing on the PUBLIC SIDEWALK in front of the door of UNION BANK. “Who are you?” I asked. “I am ELLA the manager of Union Bank.” She said. “Didn't you bank with us before?” She asked. “Yes.” I replied. “We used to have our Union Bank branch in down town Renton. We moved it to here.” She told us. Right by the door was Kristin, one of Mark Prudek's old trouble making staff members. She was staring at us through black glasses and long blond straight hair that was curly at its ends. “We don't even know you. How do you know us?” I asked. “I don't.” she replied. I did not believe a word she said. “I have never ever in all of my entire life heard of or seen a business coming out of its establishment to talk to people.” I said. “We do,” She replied. “The normal thing for a business to do is to wait for people to go inside of its establishment to talk to them.” I said. “I came out to invite you to open up an account with us”. She said. “We are going to Vitos.” I said. She volunteered to give us directions to Vitos without us asking for any. I

waited patiently for her to finish talking then I said, “Thank you.” and immediately we walked away, got into our car and left the Landing.

A little over a year before this encounter, Union Bank filed a one year No Trespassing Order against us at its old Renton branch location. It expired August 2012. We never ever violated it. Due to our history with Union Bank and Ella’s WEIRD behavior we had reason to be concerned that Ella, the new manager of the old Renton branch of Union Bank now located in the Landing, intended to get us to go inside of Union Bank’s establishment so that she could create an altercation that would get us into some sort of undeserved legal trouble.

**WE WILL NEVER EVER DO BUSINESS WITH ANY UNION BANK, AGAIN!!!**

On our way home to Seattle another weird thing happened that reminded us of the Orange County Sheriff’s staged car accident against us. (See BullCrap Busters segment entitled “The Enforcer Bully in the section called “The Accident” for further details]. Going northbound on Interurban Avenue South we were traveling in the right lane when we heard a vehicle incessantly honking. The noise sounded like it was directly behind us. My spouse looked into the rear view mirror. I looked into the vanity mirror. We both saw a red pick up truck tailgating our car about half a car length behind us. Initially, we thought it was a road rage driver complaining that we were moving to slow. So we changed lanes and continued traveling northbound in the center lane in order to give the road rage driver plenty of road space to pass us. However, the driver in the red pick up truck did not speed past us and go on its merry way. Instead, the red pick up truck followed us into the lane that we were now traveling in. Once, again it was tailgating us very closely and incessantly honking. We were not able to see into the vehicle’s cabin to discern what the driver looked like since all of the red pick up truck’s windows were tinted dark. We were unable to see the vehicle’s license plate because it was too close to our own vehicle. I told my husband to pull off of the road. Perhaps the mysterious red pick up truck was trying to tell us that something was wrong with our car. At the first opportunity my spouse made a lane change back into the right hand lane. Then he made an immediate right hand turn into an intersecting street called 48th Avenue South. After that he entered the parking lot of the Shell gas station and pulled into a vacant parking space there. The red pick up truck also made an immediate right hand turn into the same intersecting street but it did not follow us into the parking lot. Instead it quickly and suddenly sped away down 48th Avenue South.

The following are some of the DON’Ts that the wannabe big business bully hopes the legitimate complainer will DO in order to get the legitimate complainer into legal trouble:

- 1) As long as you DO NOT ignore the authority’s demand that you

leave the establishment, you are NOT violating a No Trespassing Order.

2) As long as you DO NOT raise your voice, scream, yell, or use foul language, you are NOT disturbing the peace.

3) As long as you DO NOT repeatedly engage the business's staff in a tit-for-tat argument, you are NOT committing legitimate harassment.

4) As long as you DO NOT threaten others, you are NOT committing assault.

5) As long as you DO NOT destroy property, you are NOT committing vandalism.

6) As long as you DO NOT attack others, you are NOT committing battery.

If you DO NOT do these things the wannabe big business bully cannot have the enforcer bully arrest you for breaking the law thereby making you into a criminal. If the authorities take you into custody anyway, you can sue the city for having its local police department make a false arrest.

We also recommend that you cooperate with the police. But be cautious. Exercise the Fifth Amendment of the United States Constitution, which are your Miranda rights to remain silent if the police or the security patrol start giving you a bunch of “doughnut” talk in order to intimidate and/or manipulate you into divulging what transpired between your self and the wannabe big business bully. The police can be an enforcer bully. Therefore, they may side with the wannabe big business bully. So it does not matter to them who is in the right, and who is in the wrong. The reason for this is that some police officers take bribes from the wannabe big business bully. There are those police officers that take their jobs seriously. Their motive is to de-escalate versus escalate a conflict. We refer to those police officers as peace officers. They address the concerns of all parties involved in a dispute. They are not interested in getting innocent people into legal trouble. Since you do not know if you will be accosted by the police officer enforcer bully or the peace officer for exercising your civil rights – freedom of speech to stand up for yourself, and/or consumer rights – the right to protest being victimized by the wannabe big business bully, don't bother playing Russian Roulette. Let the authorities know that as far as you are concerned, you have the right to remain silent.

### **Judge, Jury, and Executioner**

Yet another way in which the wannabe big business bully ignores the worker's or the patron's legitimate complaint is by doing away with the grievance procedure all together. Our society monitors business



consumer relations through a credit system. It assigns to individuals good or bad credit ratings depending upon whether or not they pay their bills and in a timely manner. The credit system is run by the Credit Bureau, which is comprised of three major credit companies known as Equifax, Experian, and Trans Union. They keep tabs on everyone's credit rating on a daily basis.

The following real life scenario entitled, "EQUIFAUX" by Elana Laham illustrates how the big business bully has done away with the Credit Bureau's grievance procedure:

In my generation the credit agencies acted as a neutral liaison over credit disputes between a business – also known as the creditor – and a consumer – also known as the debtor. The Credit Bureau conducted fair investigations over the matter of a credit dispute and sided with whichever party proved that what it claimed was so. Thusly, if a business proved that it delivered products and/or services to a worker or patron who refused to pay for them the consumer was penalized by getting a black mark – negative credit rating –put into his credit file. But, if the consumer proved that he paid for products and/or services that were not rendered the consumer's credit file remained unblemished and the creditor had to refund the consumer's money.

Currently things have changed drastically. The creditor – the business – has been given complete authority as judge, jury, and executioner over credit disputes instead of the Credit Bureau doing its job as a neutral investigator. This is because the wannabe big business bully has taken the liberty to lobby for laws that NOT only protect its own assets, but that permit it to STEAL its workers' or patrons' assets as well. Hence, if a consumer refuses to pay for a bill because products and services were NOT rendered, and has substantial evidence to prove such, the Credit Bureau will let the creditor determine that the outcome of the credit dispute will be to post a derogatory mark in the consumer's credit report. Result, many consumers today have bogus black marks in their credit files that they cannot get removed, which adversely affects their credit ratings, which adversely reflects upon our economy. So how do you get an error removed from your credit file?

### Correcting Errors

Credit Laws are written up in what is called, "The Fair Credit Reporting Act (FCRA)". The FCRA is the embodiment of federal laws pertaining to credit issues that have been written up by United States Congress. The Federal Trade Commission has been authorized by Congress to write up their own brochure entitled, "FTC Facts for Consumers" that educate consumers about credit laws. The Credit Bureau also circulates information about the FCRA.

Upon previewing the entire text of the FCRA, I located only one

section that deals with credit disputes. It is Section 611 entitled “Procedure in Case of Disputed Accuracy” [15 U.S.C., section 1681i]. In part (a) (1) (A) of section 611 of the FCRA, which is also 15 U.S.C. section 1681i, regarding a credit dispute it states, “...if the completeness or accuracy of any item of information contained in a consumer’s file at a consumer reporting agency is disputed by the consumer and the consumer notifies the agency directly...the agency shall, free of charge, conduct a reasonable re-investigation to determine whether the disputed information is inaccurate and record the current status of the disputed information, or delete the item from the file...”

If the reader is interested in viewing the Fair Credit Reporting Act (FCRA) Section 611 (a) (1) (A) then please go to hyperlink [FCRA Section 611\(a\)\(1\)\(A\)](http://www.bullcrapbusters.com/FCRA_Section_611(a)(1)(A)) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The three major credit agencies, Trans Union, Experian, and Equifax, are in accordance with the FCRA regarding credit disputes. They state, “Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information (from one’s credit report)...”

If the reader is interested in viewing “A Summary of Your Rights under the Fair Credit Reporting Act” distributed by Equifax enclosed with one’s credit report then please go to hyperlink [Summary of Your Rights Under FCRA - Inaccurate Information](http://www.bullcrapbusters.com/Summary_of_Your_Rights_Under_FCRA_-_Inaccurate_Information) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

What is disturbing is that the FCRA – the embodiment of federal credit laws –does NOT specify WHO will determine if the disputed information is correct or incorrect and on WHAT basis.

However, the three major credit companies have taken the liberty to. According to, “A Summary of Your Rights under the Fair Credit Reporting Act (FCRA)”, distributed by Equifax, all the consumer has to do is, “Complete the Research Request Form and give details of the information you believe is incorrect. We will then check with the credit grantor (creditor)...to see if any errors have been reported. If you and a credit grantor disagree on any information, YOU WILL NEED TO RESOLVE THE DISPUTE DIRECTLY WITH THE CREDIT GRANTOR who is the source of the information in question.”

If the reader is interested in viewing “A Summary of Your Rights under the Fair Credit Reporting Act” distributed by Equifax enclosed with one’s credit report then please go to hyperlink [Summary of Your Rights Under FCRA - Creditor Source of Information](http://www.bullcrapbusters.com/Summary_of_Your_Rights_Under_FCRA_-_Creditor_Source_of_Information) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

It goes on to state, “Upon receipt of your dispute, we first review and consider the relevant information you have submitted regarding the nature of your dispute. If that review does not resolve your dispute and further investigation is required, notification of your dispute, including

the relevant information you submitted, is provided to the source (the credit grantor) that furnished the disputed information. THE SOURCE (CREDIT GRANTOR) REVIEWS THE INFORMATION PROVIDED, CONDUCTS AN INVESTIGATION WITH RESPECT TO THE DISPUTED INFORMATION, AND REPORTS THE RESULTS BACK TO US. The credit reporting agency then makes...changes to your credit file...based on the results of the re-investigation” [See “Notice: Dispute Review Process and Your Rights” Under the Fair Credit Reporting Act” distributed by Equifax].

If the reader is interested in viewing “A Summary of Your Rights under the Fair Credit Reporting Act” distributed by Equifax enclosed with one’s credit report then please go to hyperlink [Summary of Your Rights Under FCRA - Creditor Source of Information](http://www.bullcrapbusters.com/Summary_of_Your_Rights_Under_FCRA_-_Creditor_Source_of_Information) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The Federal Trade Commission (FTC) has also collaborated with Equifax’s interpretation of the FCRA. According to its “FTC Facts For Consumer’s” Pamphlet under the section entitled “Correcting Errors” it states, “Under the FCRA, both THE CONSUMER REPORTING COMPANY (the credit bureau – three major credit agencies of Equifax, Experian, and Trans Union), and THE INFORMATION PROVIDER (the creditor – the business you are in a credit dispute with)... ARE RESPONSIBLE FOR CORRECTING INACCURATE OR INCOMPLETE INFORMATION IN YOUR (CREDIT) REPORT. To take advantage of all of your rights under this law, contact the consumer reporting company and the information provider.

If the reader is interested in viewing “The FTC Facts for Consumers” Pamphlet under the section entitled “Correcting Errors” then please go to hyperlink [FTC Facts for Consumers - Correcting Errors](http://www.bullcrapbusters.com/FTC_Facts_for_Consumers_-_Correcting_Errors) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

In simple English what the above translates into is that the creditor – business that the consumer (you) are having a credit dispute with, and the Credit Bureau – three credit agencies – Equifax, Experian, and Trans Union – decide the outcome of your credit dispute. This is NOT FAIR! Only the neutral party - the Credit Bureau – alone, has the right to act as referee – conduct an investigation – over a credit dispute for the simple reason that the creditor – the business – and the consumer – the debtor (you) – are the opposing parties and therefore are biased participants in the credit disagreement.

According to the Federal Trade Commission the following is the process by which a credit dispute is actually resolved: “Tell the consumer reporting company...what information you think is inaccurate...They (the credit bureau)...must forward all relevant data you provide about the inaccuracy to the organization that provided the information (the creditor – business you are in the credit dispute with).

After the information provider (the creditor – business you are in the credit dispute with) receives notice of a dispute from the consumer reporting company (Credit Bureau), it must investigate – review the relevant information – and report the results back to the consumer reporting company (Credit Bureau). If the information provider (the creditor – business you are in the credit dispute with) finds the disputed information is inaccurate, it must notify all three consumer reporting companies (Credit Bureau), so that they can correct the information in your file” [See “FTC Facts for Consumer’s” Pamphlet under the section entitled “Correcting Errors, Step One”].

If the reader is interested in viewing “The FTC Facts for Consumers” Pamphlet under the section entitled “Correcting Errors, Step One” then please go to hyperlink [FTC Facts for Consumers - Correcting Errors, Step One](http://www.bullcrapbusters.com/FTC_Facts_for_Consumers_-_Correcting_Errors_Step_One) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

In simple English what the above translates into is that the creditor (the business that the consumer (you) are having a credit dispute with), alone, determines the outcome of the credit dispute. After that, the creditor (the business that the consumer (you) are having a credit dispute with), dictates to the three consumer reporting agencies (Equifax Experian, and Trans Union) whether the disputed information is to be deleted from or remain in your credit report. Thusly, the creditor (business) that the consumer (you) are having a credit dispute with is JUDGE, JURY, and EXECUTIONER over your credit dispute with them! Hence, even if you have solid evidence that the creditor is in the wrong and you are in the right, you lose, game over. The lying, cheating, stealing corrupt creditor wins. You will NOT get the bogus credit marks removed from your credit report and your credit rating will go down since the umpire has been taken out of the credit game.

### Pseudo Governing Agencies

How about appealing to the agency that governs the Credit Bureau about the unfair manner in which a credit dispute is settled? In my day, if there was a credit dispute between a business and a consumer and the Credit Bureau refused to resolve it in a fair manner, the consumer was able to re-address his credit concern to the governing agency – the Federal Trade Commission that monitors the Credit Bureau. . The Credit Bureau always complied with any request its governing agency made of it and the wrong would be righted. Unfortunately, today, most governing agencies have mutated into the fox that guards the chicken coup. They no longer do their job of reinforcing ethical business practices. Instead, they look the other way or join in the fray of ripping off the consumer. The following is the Federal Trade Commission’s modern day reply to a consumer’s legitimate credit complaint: “We do not resolve individual consumer disputes” [See pamphlet entitled “Federal Trade Commission Protecting America’s Consumers” under “Report a General Complaint”].

If the reader is interested in viewing “The Federal Trade Commission Protecting America’s Consumers” under “Report a General Complaint” then please go to hyperlink [FTC - Report a General Complaint](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

### Pursuing Legal Action

What about your friendly neighborhood lawyer who specializes in Credit Report Fraud & Consumer Protection? On 4/18/07 we spoke to an attorney about cleaning up consumers’ credit reports. His name was Edwin Burkhardt located at 1370 Stewart Street, Seattle, WA, phone: 253-334-0339 or 206-334-6075.

He said the following:

He gives an initial free consultation. He charges (at that time) \$150.00 for a consultation fee, and \$175.00 for an hourly fee, or \$200.00 for a flat fee for his services. We must send him chronology and documentation on creditors. He will then send a letter to the credit company. It takes about two months for the credit agency to reply to his letter. If the Credit Bureau does not take the erroneous item off of our credit report, we, not the lawyer, have to sue the creditor(s) in court. The lawsuit is for violation of the federal law known as the “Fair Credit Reporting Act” and the federal law known as the “Fair Debt Collection Act”.

Now the Federal Trade Commission will tell you the same thing. “You may seek damages from violators. If a consumer reporting agency...violates the FCRA (Fair Credit Reporting Act), you may be able to sue in state or federal court” [See “A Summary of Your Rights Under the Fair Credit Reporting Act” distributed by Equifax along with one’s Credit Report]. The last time I checked, one cannot pursue legal action in a court of law unless there are monetary damage(s) involved. So, never mind that you may not be able to rent an apartment, or lease a car, or buy a house because your credit reputation has been ruined by malicious vicious so called creditor(s), and the bought off Credit Bureau who have put false derogatory credit marks in your credit file, which is akin to libel and slander if you ask me. Unless America establishes a specialized court that deals with credit issues, you can forget about getting those damaging marks removed from your credit report. They will stay on for the next seven years!

If the reader is interested in viewing “A Summary of Your Rights Under the Fair Credit Reporting Act” then please go to hyperlink [Summary of Your Rights Under FCRA](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

### The Consumer Statement



Since a consumer can no longer get any justice with regard to the outcome of a credit dispute because the creditor is judge, jury, and executioner over all credit disputes, what about the consolations prize, the consumer statement? A consumer can file what is called a “consumer statement”, which is a brief summary about an unresolved credit dispute. A consumer statement is a series of statements written up by a consumer explaining to all who view his credit report why he refuses to pay a creditor. Filing a consumer statement is free and the consumer has a right to get a free copy of his credit report to ensure that his consumer statement has been posted correctly. A truthful consumer statement supported by substantial evidence will make any bogus creditor look bad to all who review your credit file. So you can exercise this consumer right whenever, wherever, and however a bogus black mark shows up on your credit report. Nonetheless, the wannabe big business bully (the creditor) thwarts the consumer from being able to exercise his consumer right to file a consumer statement on his credit report by having the Credit Bureau make it as difficult as possible to do so.

These are the following obstacles that you have to overcome in order to file a consumer statement:

- 1) The consumer has to give the credit agency a lot of personal information and documentation proving that the consumer’s private information is true in order to file a consumer statement. This can be rather time consuming.
- 2) The consumer is given a limited amount of space to write his consumer statement upon. No more than one hundred words. This can be rather frustrating.
- 3) The amount of freedom of speech permitted on a consumer statement is limited as well. Once I tried to post a consumer statement that said, “The credit agency allows the creditor to be judge, jury, and executioner over the investigation of a credit dispute”. The Credit Bureau wrote back to me and told me, and this was its exact quote, “Profanity is not permitted in your consumer statement”.
- 4) Many-a-Jerk, I mean clerk, who works for the credit agencies, will also hinder the consumer’s effort to file a consumer statement by posting the consumer’s consumer statement inaccurately and incompletely. Sometimes the errors are nothing more than innocent mistakes made by those who can’t spell. But more often than not, they are deliberately made in order to discredit the consumer so that the corrupt creditor will continue to appear to be credible. Credit agencies do this, even though, according to the Fair Credit Reporting Act, by law, they are obligated to post a consumer statement the way in which the consumer wrote it.

The following are the laws that apply to posting a consumer statement:

Part (b) of section 611 of the Fair Credit Reporting Act which is also section 1681i of chapter 15 of the United States Code (USC) it states, “If the re-investigation does not resolve the dispute, the consumer may file a brief statement setting forth the nature of the dispute...”

If the reader is interested in viewing the Fair Credit Reporting Act (FCRA) Section 611 (a) (8) (b) then please go to hyperlink [FCRA Section 611\(a\)\(8\)\(b\)](http://www.bullcrapbusters.com/FCRA_Section_611(a)(8)(b)) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Part 9c) of section 611 of the Fair Credit Reporting Act which is also section 1681i of chapter 15 of the United States Code (USC) it states, “WHENEVER A STATEMENT OF A DISPUTE IS FILED...THE CONSUMER REPORTING AGENCY SHALL...PROVIDE EITHER THE CONSUMER’S STATEMENT OR A CLEAR AND ACCURATE CODIFICATION OR SUMMARY THEREOF”.

If the reader is interested in viewing the Fair Credit Reporting Act (FCRA) Section 611 (a) (8) (c) then please go to hyperlink [FCRA Section 611\(a\)\(8\)\(c\)](http://www.bullcrapbusters.com/FCRA_Section_611(a)(8)(c)) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Equifax itself states, “CONSUMER REPORTING AGENCIES MUST CORRECT OR DELETE INACCURATE, INCOMPLETE, OR UNVERIFIABLE INFORMATION (FROM ONE’S CREDIT REPORT)...”

If the reader is interested in viewing “A Summary of Your Rights under the Fair Credit Reporting Act” distributed by Equifax enclosed with one’s credit report then please go to hyperlink [Summary of Your Rights Under FCRA - Inaccurate Information](http://www.bullcrapbusters.com/Summary_of_Your_Rights_Under_FCRA_-_Inaccurate_Information) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The following is a real life scenario illustrating how Equifax, one of the three major credit agencies, broke the FCRA LAW and violated my consumer rights by REFUSING to accurately and completely post my consumer statement on my credit report.

On 7/8/04 we moved into apartment #1434 at SONTERRA AT FOOTHILL RANCH located at 26322 Towne Centre Drive, Foothill Ranch, CA 96210, phone: 949-860-1000, fax: 949-860-1011. Sonterra is owned by EQUITY, RESIDENTIAL PROPERTIES, MANAGEMENT CORPORATION. On our move in date, its General Manager was Kelly Baker. All was uneventful and peaceful until around and about November of that same year when a STEVE PLETL became the new General Manager.

If the reader is interested in viewing Sonterra’s Lease Term Sheet page one under section “Lease Term Commencement Date” then please go to hyperlink [Sonterra Lease Term Commencement Date](http://www.bullcrapbusters.com/Sonterra_Lease_Term_Commencement_Date) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

For the four consecutive months of July through November of that year, every day, five days a week (excluding weekends), I did aerobic exercises in the living room of our apartment on an elliptical trainer machine between the hour of ten o'clock and eleven o'clock every morning without incident. Then, one day, during the month of November we were called into the manager's office. For the entire time that we had been renting at Sonterra Apartments Mrs. Harper was its manager. Now for the first time, we met the new Manager, Steve Pletl. He told us that our downstairs neighbor was complaining that we were making excessive noises in our apartment. We looked at him dumbfounded. Then he told us, "We do not know specifically what any of the noises are that your downstairs neighbors are saying that you are making but we aim to find out". After that, he asked us a series of questions that basically inquired as to what kind of belongings we have in our apartment. One of the questions he asked us was, "Do you own any exercise equipment?" It was a cosmic irony that, while Steve Pletl was interrogating, us I noticed a pile of "Pay or Quit" notices all over his desk. Apparently, a lot of tenants were not paying their rent. Meanwhile we paid our rent early, kept our unit spotlessly clean, and were quiet tenants. So, I did not think twice when I told him, "I have an elliptical trainer machine". After that he asked me when I used it. I told him. The moment Steve Pletl heard my naive answers to his questions he said, "Oh, we are going to have to put you on surveillance to see if that is the noise your downstairs neighbors are complaining about." He then told us that on Monday at ten o'clock in the morning he was going to go into the downstairs neighbors' apartment and listen to my aerobic exercise machine.

First of all, all of the years that we rented attached homes before we lived at Sonterra and after we lived at Sonterra, no one had ever complained that we were noisy tenants or that my aerobic exercise equipment was excessively noisy. Our official rental history will vouch for that! Secondly, for the entire four-month period that I used my aerobic exercise machine, the downstairs neighbors never complained about it. So why were they complaining about it now? Thirdly, the word "surveillance" started rolling around in my head and triggered off an epiphany in my brain. Apartment managers do not use the word "surveillance." But police officers do. So I asked Steve Pletl, "How is it that from the time that we moved into our apartment, which was four months ago, until now, I have been using my aerobic exercise machine an hour a day five days a week, yet none of our neighbors ever complained about it?" What Steve Pletl had to say next was so absurd that I knew he was no apartment manager. Steve Pletl said, "Your downstairs neighbor's wife is pregnant and her pregnancy makes her noise sensitive." I flat out stared into his little beady eyes and said, "Nonsense! There is no such thing as a noise sensitive pregnancy." Without another word, in putrid disgust we got up and left Steve Pletl's so called office.

Though I had every right to, I never ever used my aerobic exercise machine again for fear that if I did, Steve Pletel would amorally, unethically, and illegally evicted us from our home. Instead, we decided to gather up all of our belongings and moved out of Sonterra as soon as we could find another apartment to live in.

Meanwhile, on 10/22/04, the one and only heater that we had in our apartment at Sonterra broke. We put in a work order on it that same day for it to be fixed. It was noted on the work order form that, “heater turns from hot to cold”. A few days later, a maintenance man came to look at it. He told us he did not know how to fix it and that someone else would come and repair it. No one ever did. So on 11/2/04, we put in another work order that our heater still needed to be fixed. Maintenance was supposed to come on 11/6/04 to fix it but no one came to fix the heater until 11/10/04.

If the reader is interested in viewing the Sonterra Work Orders showing that there was NO heat in our apartment from 10/22/04 to 11/2/04 then please go to hyperlink [Sonterra Work Orders - No Heat](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

From 10/22/04 to 11/10/04 we had NO heat in our apartment. Thusly, according to California Law, from the appellate case of Cazares v. Ortiz (1980) Cal.App.3d Supp 23, 168 Cal.Rptr 108, which interprets California Civil Code Section 1941.1, we deducted a portion of our rent due to loss of habitability for those twenty days. This amounted to \$155.98. In addition, we noticed that there was an error on our Lease. We had signed up for a six-month lease term. But the staff at Sonterra wrote that our commencement date was 7/8/04 but our expiration date was 1/10/04. In all of the ten years that we lived in apartments we had never ever been given a Lease that gave us a lease term of six months plus two extra days. Six months mean six months. We asked him to, but Steve Pletl refused to rectify the mistake of the two extra days passed the six-month lease term that was put on our Lease so we deducted \$78.97 for the two days rent that was erroneously added to our lease.

If the reader is interested in viewing Sonterra’s Lease Term Sheet page one under section “Lease Term Expiration Date”, and the Final Payment letter dated 12/28/04 that we sent to Sonterra then please go to hyperlink [Sonterra Lease Term Expiration Date](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 11/9/04 we moved.

On 12/7/04 we sent our move-out-statement by way of Fax to Sonterra Apartment Homes notifying them of our Thirty Day Notice to Vacate.

If the reader is interested in viewing our “Thirty Day Notice to Vacate” fax dated 12/7/04 sent to Sonterra then please go to hyperlink [Notice to](#)

[Vacate](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 12/7/04 Sonterra gave us a “Notice of Resident Intent to Vacate” form. On it were the total move-out charges due in the amount of \$394.84 along with our forwarding mailing address of Post Office Box 80883, Rancho Santa Margarita, C.A. 92688.

If the reader is interested in viewing Sonterra’s “Notice of Resident Intent to Vacate” form then please go to hyperlink [Notice of Resident Intent to Vacate](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 12/28/04 we sent a letter to Sonterra regarding itemized deductions we took from off of our rent due to NO heat in our apartment for twenty days, two extra days erroneously posted on our Lease, the water bill, and postage fees. The total of our move out charges were \$394.84. After the deductions we paid \$178.32. We sent the letter via tracker. According to the United States Postal Service Sonterra received it on 12/29/04.

California Civil Code Sections 1941 and 1942 require the landlord to maintain a rental unit in livable condition. In the court case of *Cazares v. Ortiz* [109 Cal.App.3d Supp. 23; 168 Cal.Rptr. 108], the California Appellate Courts interpreted these two statutory laws to allow tenants to deduct for a loss of habitability. Therefore, by law the Lahams were entitled to monetary compensation for not having heat in their apartment for 20 days.

If the reader is interested in viewing the letter dated 12/28/04 sent to Sonterra from us, along with California Appellate Court of *Cazares versus Ortiz* (Laws regarding tenants’ right to reduce rent for reduction of tenantability), payment and tracker confirmation sheet then please go to hyperlinks [Final Payment Letter to Sonterra](http://www.bullcrapbusters.com) and [Appelate Case - Cazares vs. Ortiz](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Although we no longer lived at Sonterra we still had to pay for two months rent, thanks to Steve Pletl having made it unsafe for us to continue to stay at our apartment at Sonterra. During the six months that we lived in apartment #1434 at Sonterra we had kept it so clean that upon vacating it we left its brand new carpet utterly spotless. We took a video proving that the condition that we left the apartment in at move out was cleaner than at was upon moved in and that we left the apartment completely undamaged.

Sonterra never ever mailed us a move-out statement. Sonterra waived our security deposi, which was \$200.00 and gave us \$300.00 in rent concessions. We moved in to our apartment on 7/8/04. So the prorated rent for the month of July 2004 was  $[(24 \text{ days}/31 \text{ days}) \times \$1299.00 = \$1005.68]$ . So, the prorated rent for the month of July 2004 was \$1005.68. Our security deposit of \$200.00 was waived so we were



allowed to apply it to our first month's rent. Also, we were allowed to apply our \$300.00 rent concession to the first month's rent as well. Therefore, we only had to pay ( $\$1005.68 - \$200.00 - \$300.00 = \$505.68$ )

We have included in this write up our defect list, our proof of renter's insurance, Sonterra receipts showing that we returned all of Sonterra's property, our final electricity bill paid in full, our final gas bill paid in full, all of our water bills that we received paid in full, all of our rent paid in full, including application fee and security deposit paid in full showing that we are excellent tenants who abide by the Lease and pay our bills.

If the reader is interested in viewing our documentation proving return of all of Sonterra's property dated 9/22/04, 11/30/04, and 12/6/04 then please go to hyperlink [Return Sonterra's Property](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing our documentation proving all utility and water bills paid in full and early then please go to hyperlink [All Utility & Water Bills Paid in Full and Early](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing our documentation proving all rent paid in full and early then please go to hyperlink [Rent Paid in Full and Early](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing our defect list dated 7/10/04 then please go to hyperlink [Defect List](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing our proof of renter's insurance documentation 7/22/04 then please go to hyperlink [Proof of Renter's Insurance](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 11/21/05 Equity Residential Properties the owner of Sonterra Foothill Ranch Apartments posted on my credit report November 2005 a claim that we owed them \$306.00. We found out this information from Evergreen Credit Screening when we applied to rent an apartment at Palermo Apartments in Auburn, WA. Equity Residential Properties the owner of Sonterra Foothill Ranch waited an entire year to post this on my Equifax credit report.

We thought at that time that the debt posting was for a loss of habitability deduction that we took per California LAW for not having heat for twenty days, and for refusing to pay rent for two extra days wrongfully posted on our Lease. Therefore, we choose to ignore it. Later, we planned to renew our Lease with Palermo. Not wishing or desiring to have such a high security deposit with Palermo, we opted to find out if we could resolve the matter of the bogus black mark on our credit report that Equity Residential had posted.

On 6/14/06, I called Equity Residential located at 6404 International Parkway, Plano, TX 75093-8225 whos phone number was (972) 267-2072 that was posted on my Equifax credit report. They told me to call (800) 377-8060 extension 3906 and speak to James regarding reference #298680. He said he was in the Credit and Collections Department for Equity Residential. But when I asked him to explain what the \$306.96 debt was for that had been posted in our credit file, James refused to give me any explanation either verbally or in writing as to how this debt came to be. James had no trouble giving me the broken record though. He kept saying, “You owe \$306.96. Pay it!” I told him, “I refuse to pay any so called debt that has no paperwork verifying that indeed it is a debt!” and I hung up the phone without any hope of resolving the matter.

On 12/4/06, I received a letter from Equity Residential’s collection agency known as Fair Collections & Outsourcing located at 6931 Arlington Road, Suite 400, Bethesda, MD 20814-5231, phone: 877-324-7959, fax: 240-396-5051. They had posted a debt of \$306.96 in our credit file. They did not give us any explanation as to what the debt was all about.

If the reader is interested in viewing Sonterra’s Collection Agency’s correspondence to us dated 12/4/06 then please go to hyperlink [Sonterra’s Collection Agency’s Correspondence](http://www.bullcrapbusters.com/Sonterra's%20Collection%20Agency's%20Correspondence) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The owner of Sonterra Foothill Ranch Apartments, known as Equity Residential, located at 6404 International Parkway, Plano, TX 75093-8225 phone number (972) 267-2072 posted the debt in our Equifax credit file. Its initial date of posting was recorded as of February 2006. The amount it claimed I owed was \$306.00.

If the reader is interested in viewing Equity Residential’s debt posting in my Equifax credit report then please go to hyperlink [Equity Residential’s Debt Posting in Equifax Credit Report](http://www.bullcrapbusters.com/Equity%20Residential's%20Debt%20Posting%20in%20Equifax%20Credit%20Report) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

I pondered as to why there was a \$306.96 debt on my Equifax credit report from Sonterra/Equity Residential. Upon reviewing the records I had from Sonterra, I discovered that Sonterra had never sent us our final water bill, in spite of the fact that Sonterra had paperwork confirming our forwarding address, my spouse’s work number, and an emergency contact name and phone number for us. Why didn’t Sonterra send us our final water bill?

If the reader is interested in viewing our Notice to Vacate Fax dated 12/7/04, Sonterra’s Notice of Resident’s Intent to Vacate Form showing our forwarding mailing address, our defect list dated 7/10/04 showing our work number, and our proof of renter’s insurance documentation form dated 7/15/04, showing our emergency contact then please go to

the following hyperlinks at [www.bullcrapbusters.com](http://www.bullcrapbusters.com):

[Our Notice to Vacate Fax](#)

[Sonterra's Notice to Vacate Form](#)

[Our Defect List](#)

[Proof of Renter's Insurance](#)

For the entire five-month period that we paid our water bills on a month-by-month basis, our water bills ranged from \$20.00 to \$25.00 per month. All water bills were due the first day of the month.

If the reader is interested in viewing our documentation proving all utility and water bills paid in full and early then please go to hyperlink [All Utility and Water Bills Paid in Full and Early](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Being that we never received a final water bill from Sonterra, I made an estimate of what the final water bill ought to have been. We had been officially in our Lease until 1/10/05. Thusly, we were legally obligated to pay the final water bill. However, we had physically vacated our apartment by 11/9/04. Hence, during the period of our final water bill, which ought to have been from 12/8/04 to 1/7/05 (in concordance with the rest of the water bill monthly periods), I reasoned that we owed no more than \$20.00 (the lowest water bill we had ever paid) for the final water bill, which was for the month of January.

According to Sonterra's Lease under the Lease's section called, "Residential Apartment Lease Term Sheet" in the section entitled "Concessions", Sonterra gave us a rent Concession in the total amount of \$300.00. That was \$200.00 for renting with Sonterra and an additional \$100.00 for Michael Laham being an employee of Boeing.

If the reader is interested in viewing Sonterra's Lease Term Sheet regarding Lease Concessions then please go to hyperlink [Sonterra Lease Concessions](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

According to Sonterra's Lease, under the Lease's section called "Residential Apartment Lease Terms and Conditions, in item #10 entitled, "Lease Concessions", it states, "Resident shall be obligated to pay Lessor (Sonterra) a portion of the total lease concessions set forth on the Term Sheet in an amount equal to the TOTAL LEASE CONCESSIONS multiplied by a fraction, the numerator of which is the NUMBER OF DAYS from the date this Lease is TERMINATED, to and INCLUDING THE LAST DAY of the Lease Term, and the denominator of which is the NUMBER OF DAYS in the ENTIRE Lease term (187 days)."

Let's break this legal jargon down. The total Lease Concession was \$300.00. Our final water bill was due 1/15/05 and would be for the

period from 12/8/04 to 1/7/05 – the last day of our lease. This is a period of 31 days. Since the numerator is the number of days we defaulted on our Lease by not being able to pay the water bill, the numerator equals 31 days. The denominator is the total number of days that we were obligated to pay rent. So the denominator equals 187 days. The formula is: \$300.00 multiplied by 31 days divided by 187 days, which equals \$49.73. The final water bill was no more than \$20.00. The portion of the rent Concession we owed Sonterra for not being able to pay the final water bill was \$49.73, NOT the entire portion of the rent Concession that Sonterra claimed of \$300.00.

If the reader is interested in viewing Sonterra's own Lease Concession Terms and Conditions then please go to hyperlink [Sonterra Lease Concession Terms](http://www.bullcrapbusters.com/Sonterra-Lease-Concession-Terms) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Due to the above observations the one and only reasonable explanation that the Lahams have regarding the \$300.00 debt was that Sonterra monetarily penalized the Lahams for not paying their final water bill by taking back ALL of the rent Concessions that Sonterra had given to the Lahams at the commencement of their Lease. By declaring that the Lahams owed Sonterra ALL of the rent concession money, Sonterra BREACHED its own Lease, for Sonterra was only entitled by LAW to take back a PORTION of the rent concessions that it had given to the Lahams, not ALL of it. Thusly, the Lahams LEGALLY owed Sonterra a \$16.04 portion of the entire \$300.00 rent concession. Hence, Sonterra ILLEGALLY declared as the Laham's credit debt ALL of the \$300.00 rent concession money that Sonterra had given to the Lahams at the commencement of the Lease. The \$6.96 was some sort of interest on the \$300.00 that Sonterra declared that that the Lahams owed them.

If the reader is interested in viewing Sonterra's Collection Agency's Correspondence to us dated 12/4/06 then please go to hyperlink [Sonterra's Collection Agency's Correspondence](http://www.bullcrapbusters.com/Sonterra's-Collection-Agency's-Correspondence) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

According to the Fair Credit Reporting Act the CREDITOR is deemed judge, jury, and executioner over a credit dispute. Never mind that the creditor is CORRUPT. Therefore, I had no other recourse but to exercise the only consumer right I thought I had left – the posting of a consumer statement on my credit report. Posting a consumer statement allows any party that is reviewing your credit file to find out why you did not pay a creditor. The consumer statement that I wrote up was within the 100 word limit guideline and it was neatly and legibly typed up.

On 3/10/06, still unaware that Sonterra's \$306.00 bogus debt on my Equifax credit report was due to Sonterra having ILLEGALLY deducted the entire \$300.00 rent concession Sonterra had given us at the onset of our Lease, I wrote up the following consumer statement regarding Equity Residential and sent it to the Equifax Credit Agency for posting:

“EQUITY RESIDENTAIL PROPERTIES refused to abide by the LAW and their OWN POLICIES. Our apartment had no heat for 20 days, so according to California Law, we deducted a portion of our rent due to landlord’s failure to maintain habitability. And Equity’s advertisement promises a rent credit for everyday past 48 hours that a defect is not fixed. Also, we refused to pay for 2 days rent because it was erroneously put on our lease agreement. We left our apartment completely clean and undamaged. We have equity’s OWN documentation and our video proving all of the above upon your request.”

If the reader is interested in viewing my request to post a Consumer Statement regarding Equity Residential Properties dated 3/10/06 sent to Equifax then please go to hyperlink [Consumer Statement Posting](http://www.bullcrapbusters.com/ConsumerStatementPosting) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Equifax sent me my credit report dated 3/22/06 with my consumer statement in it regarding Equity Residential Properties. But Equifax had INACCURATELY and INCOMPLETELY posted my consumer statement. Equifax had omitted the words, “We left our apartment completely clean and undamaged”. Equifax had also omitted the words, “We have Equity’s own documentation and our video proving all of the above upon your request.”

If the reader is interested in viewing the Credit Report dated 3/22/06 that I received from Equifax showing their erroneous posting of my Consumer Statement regarding Equity Residential Properties then please go to hyperlink [Equifax Credit Report](http://www.bullcrapbusters.com/EquifaxCreditReport) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Once again, I contacted Equifax and requested that they post my consumer statement regarding Equity Residential Properties properly. Once again, Equifax refused to do so. In addition, Equifax altered my consumer statement to its own detriment. They omitted the word, “erroneously” so that my consumer statement said, “...We refused to pay for 2 days rent because it was put on our lease agreement.”

If the reader is interested in viewing the Credit Reports dated 7/26/06, 8/10/06, 8/18/06, 9/1/06 that I received from Equifax showing their erroneous posting of my Consumer Statement regarding Equity Residential Properties then please go to hyperlink [Equifax Credit Reports](http://www.bullcrapbusters.com/EquifaxCreditReports) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

It is said that there is a silver lining to every cloud. A credit report cost \$9.50. In part (a) (1) (A) (c) (3) of section 612 of the FCRA, which is also 15 U.S.C. section 1681i, regarding a credit dispute it states, “Upon the request of the consumer, a consumer reporting agency (Equifax) shall make all disclosures...without charge to that consumer if the consumer certifies in writing that the consumer...has reason to believe that the file on the consumer at the agency (Equifax) contains inaccurate



information...” What this means is that, if a consumer statement has to be re-posted because it was not posted properly, the credit report that comes with it is FREE. Equifax was intentionally refusing to honor my legal right to have my consumer statement regarding Equity Residential Properties posted completely and accurately into my credit report. So, I deliberately repeatedly requested that Equifax stop breaking the Fair Credit Reporting Act Law to make Equifax pay for doing so. Fourteen FREE credit reports later, cost Equifax a total of \$133.00 (\$9.50 X 14), and that does not include the labor hours that Equifax devoted to continually re-posting my consumer statement regarding Equity Residential Properties INACCURATELY and INCOMPLETELY for six months. I got to grin at that!

If the reader is interested in viewing the fourteen Credit Reports that I received from Equifax showing their erroneous postings of my Consumer Statement regarding Equity Residential Properties then please go to hyperlink [Equifax Fourteen Credit Reports at www.bullcrapbusters.com](http://www.bullcrapbusters.com/Equifax_Fourteen_Credit_Reports.html).

About a year later, a village idiot named MICHAEL SYBRANDT, who was a leasing agent for Veloce Apartment Homes located at 8102 161st Avenue, Redmond, Washington 98052, told me that, if I send my request to have my consumer statement posted correctly to the Credit Bureau via certified mail, the Credit Bureau will post my consumer statement correctly, since it will be public record that I requested that it do so. I decided to run an experiment to see if he was right.

On 12/13/10, I wrote a letter to Equifax requesting a copy of my credit report. On 12/13/10, I sent it vis-à-vis certified mail. On 12/16/10, Equifax signed for it.

If the reader is interested in viewing the CERTIFIED letter dated 12/13/10, that I sent to Equifax requesting a copy of my Credit Report then please go to hyperlink [Certified Letter to Equifax at www.bullcrapbusters.com](http://www.bullcrapbusters.com/Certified_Letter_to_Equifax.html).

Equifax sent me my credit report dated 12/17/10. It still contained within it my Consumer Statement regarding Equity Residential Properties from the last credit report dated September 2006 that I had attempted, to no avail, to get Equifax to post ACCURATELY and COMPLETELY. In it, my consumer statement was still posted INACCURATELY and INCOMPLETELY. Equifax still omitted the words “We left our apartment completely clean and undamaged”. And Equifax still omitted the words, “We have equity’s own documentation and our video proving all of the above upon your request.” Also, Equifax to my detriment had still omitted the word “erroneous” and thereby added into my consumer statement Equifax’s own words that read, “We refused to pay for 2 days rent because it was put on our lease agreement”.

In addition, Equifax's own pamphlet called "A Summary of Your Rights Under the Fair Credit Reporting Act (FCRA)" states, "Consumer reporting agencies may not report outdated negative information...A consumer reporting agency may not report negative information that is more than seven years old...the seven year time period begins from the Date of First Delinquency associated with the negative account information."

If the reader is interested in viewing "A Summary of Your Rights under the Fair Credit Reporting Act" distributed by Equifax enclosed with one's credit report then please go to hyperlink [Summary of Your Rights under FCRA](http://www.bullcrapbusters.com/Summary_of_Your_Rights_under_FCRA) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The Date of First Delinquency that Equity Residential posted via its collection agency ironically called "Fair Collections & Outsourcing" according to my Equifax credit report dated 12/17/10, was December 2004. Yet Equifax posted on my credit file that my Consumer Statement about Equity Residential's so called debt will expire on September 2015. Therefore, Equifax is breaking the Fair Credit Reporting Act (FCRA) Law by keeping the whole matter of Equity Residentials bogus black credit mark on my credit report NOT for seven years, but for eleven years.

If the reader is interested in viewing the Credit Report dated 12/17/10 that I received from Equifax showing their erroneous posting of my Consumer Statement and their intent to post outdated negative information on my credit report then please go to hyperlink [Equifax Credit Report](http://www.bullcrapbusters.com/Equifax_Credit_Report) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

So on 1/13/11, I wrote a letter to Equifax requesting that they post accurately and completely my consumer statement regarding Equity Residential Properties. As always, I furnished Equifax with a) my name and b) my social security number and c) my date of birth and d) my current address and e) Equity Residential Properties' account with me, and the Credit Report Confirmation Number, along with my perfectly legible, typed up, one and the same, one hundred words are less consumer statement regarding Equity Residential Properties.

If the reader is interested in viewing the letter dated 1/13/11, that I sent to Equifax then please go to hyperlink [Letter to Equifax](http://www.bullcrapbusters.com/Letter_to_Equifax) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com). I forgot to send it CERTIFIED.

On 2/11/11 Equifax sent me back a reply. It stated the following:

"Dear Consumer,

We received your request concerning your Equifax credit file.  
HOWEVER, THE INFORMATION YOU PROVIDED AS PROOF OF

YOUR IDENTITY DOES NOT MATCH YOUR INFORMATION CURRENTLY ON FILE. Therefore...we must ask for some additional information in order to verify your identification and address...a copy of one item in EACH of the categories below is needed in order to verify your identification and address. The item you choose in the identity category MUST contain your Social Security number, and the item you choose in the address category MUST contain your current mailing address...”

If the reader is interested in viewing Equifax’s reply to me dated 2/11/11 then please go to hyperlink [Equifax's Reply](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 3/29/11, I wrote the following letter to Equifax, which I sent vis-à-vis certified mail on 3/29/11. Equifax signed for it on 4/2/11. It stated the following:

“Your letter of 2/11/11 reference #021100675-FLT erroneously states that Equifax needs copies of my identification and address in order to post my consumer statement below. I ALREADY SENT YOU A COPY OF MY SOCIAL SECURITY CARD AND DRIVER’S LICENSE, WHICH CONTAINS MY CURRENT ADDRESS, on 12/13/10 via certified mail, which Equifax received on 12/16/10. THIS IS WHY EQUIFAX SENT ME A COPY OF MY CREDIT REPORT dated 12/17/10 along with its confirmation #0351010396, which I posted below as Equifax Credit Report Confirmation Number for Equifax to reference. Therefore, please post accurately and completely my consumer statement below:

Equity Residential Properties refused to abide by the LAW and their own POLICIES. Our apartment had no heat for 20 days, so according to California Law, we deducted a portion of our rent due to landlord’s failure to maintain habitability. And Equity’s advertisement promises a rent credit for everyday past 48 hours that a defect is not fixed. Also, we refused to pay for 2 days rent because it was erroneously put on our lease agreement. We left our apartment completely clean and undamaged. We have equity’s own documentation and our video proving all of the above upon your request.

Enclosure: Copy of Equifax letter dated 2/11/11. Reference #021100675-FLT”

If the reader is interested in viewing the CERTIFIED letter dated 3/29/11, that I sent to Equifax requesting a copy of my Credit Report showing that my Consuer Statement is posting accurately and completely then please go to hyperlink [Certified Letter to Equifax](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Equifax sent me back the following reply:

“Dated 4/6/11 confirmation #1095039942:

Your request for Equifax to reinvestigate certain items of your credit file is now complete. We have reviewed your concerns and our conclusions are: PLEASE BE ADVISED THAT CONSUMER STATEMENT IS REPORTING CORRECTLY ON THE EQUIFAX CREDIT FILE.”

There was no Credit Report or Consumer Statement enclosed with the above correspondence from Equifax.

If the reader is interested in viewing Equifax’s reply to me dated 4/6/11 then please go to hyperlink [Equifax's Reply](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

ALTHOUGH BY LAW EQUIFAX IS SUPPOSED TO, EQUIFAX REFUSED TO GIVE ME A FREE COPY OF MY CREDIT REPORT AND REFUSED TO GIVE ME A CORRECT AND ACCURATE POSTING OF MY CONSUMER STATEMENT.

Finally, the wannabe big business bully (the creditor) has done away with the General George Custer’s Last Stand consumer right to file a consumer statement by having the Credit Bureau introduce a new feature to the consumer’s credit file - The credit score. The credit score is the overall score a consumer gets. The credit score is generated by the same principle as the old fashioned credit rating was on a consumer’s credit report. So, why be redundant? The credit score makes a consumer statement completely obsolete by eliminating the necessity to review a consumer’s credit report in order to determine a consumer’s credit worthiness or lack thereof. Hence, the credit score exists in order to prevent all who review your credit file from paying any attention to any consumer statement you may have written up in your credit file about a credit dispute. Problem solved. The so-called creditor no longer has to worry that your consumer statement will make him look like the crook that he really is.

The following is a real life scenario illustrating how useful the credit score is to a business:

On 3/23/09, we went apartment hunting. We found a studio on the top floor at the AVALON Apartment Complex located at 10410 NE 2nd Street, Bellevue, WA 98004. Phone: 425-462-4009. Fax: 425-462-6581. We each paid an application fee of \$21.00 for a credit check. Their credit screener was Safe Rent. Safe Rent only looks at credit scores NOT consumer statements on credit reports. To make a long story short, both of our credit applications were denied because of a bogus black mark that had been posted on our credit report by a landlord. Guess who? Why yours truly of course, Equity Residential Properties. The so-called debt was for \$300.00. We tried to explain to Leasing Agent, BARBARA

KELLY why such a black mark existed. But she was not interested in hearing what we had to say. Never mind that we had an official rental history of being dream tenants - quiet, clean, and paid all of our bills early. In addition, we had enough income to pay eight times over for the apartment we were interested in renting. The apartment we were applying for was \$1,000.00 per month. Our income was \$8,000.00 per month. Before we left, we noticed a sign posted on Leasing Agent, Barbara Kelly's desk. It read, "Get \$750.00 free with a referral". Avalon as a business entity does not know the difference between the side of a barn and the top of a shoebox. Avalon woulda, shoulda, coulda save itself tons of money. Instead Avalon is offering numerous, \$750.00 worth of referrals to the rare breed of consumers who happen to have no black marks on their credit reports. Avalon ought to stop judging a book by its cover. Just because a consumer has a black mark or two or three on his credit report does not mean that he doesn't take care of his monetary obligations. It may simply mean that the creditor, who is judge, jury, and executioner over a consumer's credit disputes, is a LIAR, a CHEAT, and a THIEF.

If the reader is interested in viewing Avalon's credit screening application paperwork along with Avalon's acceptance of our application fee but rejection of our holding deposit fee for an apartment then please go to hyperlink [Avalon](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

**IN CONCLUSION: THE CONSUMER NO LONGER HAS ANY CONSUMER RIGHTS WHEN IT COMES TO THE CONSUMER'S OWN CREDIT REPORT.**

The following is a real life scenario illustrating what happens to consumers who no longer have ANY consumer rights when it comes to the consumer's own credit worthiness or lack thereof:

On 10/31/10, we went to the Hyundai Car Dealership located at 2807 Way North, Auburn, WA 98002. Phone: 253-833-2465. This car dealership is owned by TOM MATSON of DODGE,. It is located at 2925 Auburn Way, North Auburn, WA 98002. We spoke to a sales representative named TERRI SWEETON about a 2010 Elantra in carbon gray mist exterior color with gray interior cloth. We were hoping to lease it with option to buy it as we had previously done with several Saturn cars through GMAC. When Terri Sweeton ran our credit, she came back with the news that neither my spouse nor I had any credit scores with any of the three credit agencies – Experian, Equifax, Trans Union. Terri Sweeton then told us that, "Having no credit score is worse than having a bad credit score." We told Terri Sweeton, "How can that be? We have been renting apartments since the year 2002. As of May 1, 2010, our current landlord is Norman Schultz. How can we be renting apartments from landlords if we have NO CREDIT SCORES? Terri Sweeton said, "I don't know."



On 11/1/10, we went back to the Hyundai Car Dealership and met with Terri Sweeton. Yesterday, Terri Sweeton had told us that CYNTHIA J. LEE representative of Hyundai's Finance Company was going to contact the Credit Bureau to find out why we did not have any credit scores. But that is not what happened at all. Instead, Terri Sweeton introduced us to Cynthia J. Lee who told us that we had no credit scores. Cynthia J. Lee went on to say that the bank has to have a credit score in order to put us in the proper category of variables for financing a loan. So I asked her, "If we have no credit scores then how is it that we have been able to rent apartments for the last eight years?" Cynthia J. Lee's reply was, "I don't know."

On 11/5/10, Cynthia J. Lee told us that the bank denies us credit no matter how much down payment we are willing to put on the Elantra 2010. Therefore, we cannot lease the Elantra 2010. Cynthia J. Lee then asked us why we don't just buy the car. We told her because we have to make sure that we like it. After that, Cynthia J. Lee told us that we have to buy the car. When we told Cynthia J. Lee that we might buy the car by paying for it in full with cash she insisted that we take out a high interest loan from either Wells Fargo or the Boeing Employee Credit Union in order to pay for it instead.

On 11/6/10, Terri Sweeton told us that BRIAN BERRIER, manager of Hyundai was going to contact the Credit Bureau to find out why we did not have any credit scores. But all Brian Berrier did was tell us that we have no credit scores. In addition, he tried to get us to take a high interest loan to finance the Elantra 2010. We told him we were considering buying the Elantra 2010 by simply paying for it in full with our own money and that we will be getting back to him.

On 11/27/10, we went back to Hyundai to speak to Sales Representative Terri Sweeton to tell her that since she lied to us that we do not have any credit scores, we have decided not to do any business with Hyundai Car Dealership. However, when we arrived, Terri Sweeton was with another customer, but she told us that she would be with us shortly. An hour later, we were still patiently waiting to speak to Terri Sweeton. That was when a tall, thin, white male, wearing a Hyundai Visor Cap came into the room where we were sitting down, picked up the television remote and without saying a word, changed the channel from one football game to another football game. We did not care since we were not watching any television. After a few minutes, he left. A few moments later, we got up and walked around the Show Room still patiently waiting for Terri Sweeton. That was when the same tall, thin, white male accosted us and said, and I quote him verbatim, "You will not talk to Terri. You will either talk to me, leave, or I will call the police." Just like that! Incensed at his audacity, I said, "Fine. This is what we were going to tell Terri. "You told us that we have no credit scores. You lied. You are a corrupt business. Therefore we are not going to do any business with you. Good bye and good riddance." After that,

he said in a loud voice, as if he had not heard a word that I had said, “We will not sell you any cars. Leave or I will call the police.” I said back, “You don’t tell me to leave.” I said, “I am telling you that I am leaving as I will not do any business with Hyundai.” After that my husband and I started to leave, but he blocked our path and said, “I don’t care.” Then like a broken record he kept saying, “We will not sell you any cars. Leave or I will call the police.” We walked around him and continued to make our way to the front door exit. As we did so I said, “You are a mean, stupid, selfish, lazy, arrogant, lying flunky.” “Stop cussing at me” he nonsensically said. We continued our way into the parking lot towards our rent a car. He was still stalking us and repeating his broken record. I said, “Leave us alone. You bully coward.” After that, we got into our rent a car. But as I tried to start it, the key would not turn on the ignition. So, my husband and I got out of the car to re-enter the car to deactivate the anti theft device so that we could start the car. That was when he came over towards us and said in a loud voice, “You cannot stay in the parking lot. Leave or I will call the police.” “I am not listening to you.” I said. But he continued to walk over towards us, so I said, “You are escalating this.” That stopped the jerkoholic right in his tracks. That was when my mild mannered husband was now so pissed off at this jerkoholic that he said, “That’s right hide behind the police.” “You don’t even know who I am.” he said. “I don’t have to” my husband retorted. “Your behavior tells me who you are.” That shut the jerkoholic up. After that, we got into our rent a car and drove away.

Shortly afterwards, we purchased another car from another car dealership, which we paid for in full out of our own pocket.

[READER’S NOTE: IN MY DAY, IN ORDER TO ESTABLISH CREDIT ALL A CONSUMER HAD TO DO WAS PAY FOR HIS OWN NECESSITIES. TODAY, IN ORDER TO ESTABLISH CREDIT THE CONSUMER HAS TO CONSTANTLY PURCHASE COMMODITIES WHETHER OR NOT HE NEEDS OR WANTS THEM, WHETHER OR NOT HE CAN AFFORD THEM, AND WHETHER OR NOT DOING SO DAMAGES THE EARTH’S ENVIRONMENT.]

If the reader is interested in viewing how to contact the three major credit bureaus then please go to FUBAR at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

### EXERCISING YOUR CONSUMER RIGHTS

For the last three generations – from my grandparents day, to my parents day, to my own day – I have witnessed, with each passing one, the wannabe big business bully stoop to lower and lower and lower standards of unethical business practices. Having gone virtually unchallenged, the wannabe big business bully is corroding away our consumer rights, which our ancestors fought so hard to obtain and sustain.

Today, most workers and patrons are non-compos-mentis with regards to what is in their own best interest. They ignorantly do not know or apathetically pretend not to care that the wannabe big business bully is victimizing them. They behave this way because they believe that they have a stake in the Bully Culture. So, they play the role of the conformed ass (conformist) by going along with the trampling of their dignity, the insult to their intelligence, and the violation of their consumer rights. Knowing that he can get away with it, the wannabe big business bully has adopted a new business as usual slogan called, “It’s not stealing. It’s revenue enhancement’.

The following is a real life scenario entitled “A SLUM LANDLORD” that illustrates what happens to the wannabe big business bully who adopts the motto of, “It’s not stealing. It’s revenue enhancement.”

LANDLORD ROBERT J. KORETOFF is the owner of property at the Mallarca Condominiums at Lake Mission Viejo, California. His office is located at 16320 Downey Avenue, Paramount, CA 90723. Phone: 562-408-3000. Fax: 562-220-1048. Robert J. Koretoff is an absentee landlord who refused to abide by his own Residential Lease Terms. Without the tenants’ permission, Robert J. Koretoff expected his renters to not only pay \$1,900.00 a month for rent, but to also make necessary repairs to his neglected condo, and pay for them out of their own pocket even though such was not part of their Lease Agreement.

On 5/5/02 we moved into Robert J. Koretoff’s condo located at 22426 Porreras, Mission Viejo, California, 92692.

If the reader is interested in viewing Robert J. Koretoff’s Lease then please go to hyperlink [Robert J. Koretoff's Lease](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 5/10/02, the Board of Directors of the Mallorca demanded that we pay out of our own pocket for parking decals even though we had already given landlord Robert J. Koretoff as part of our security deposit \$100.00 for two parking decals. So we issued check number 1420, dated 5/20/02, to Mallorca Condo Association in the amount of \$50.00 for ONE parking decal.

If the reader is interested in viewing the letter Mallorca sent to us along with check for a parking decal then please go to hyperlink [Letter Mallorca](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 5/11/02, we made a list of defects of the condo that we were renting from landlord Robert J. Koretoff. On 5/13/02 and on 1/16/03 we sent it via certified mail. Both of them Robert J. Koretoff REFUSED.

If the reader is interested in viewing the Defect List for Robert J.

Koretovff's condo and the certified mailing receipts for both 5/13/02 and 1/16/03 along with faxes dated 7/8/02 and 1/16/03 then please go to hyperlink [Defect List](http://www.bullcrapbusters.com/DefectList) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 5/20/02, we paid for one parking decal for our one car with check #1420 in the amount of \$50.00 made out to Mallorca Condominium Association.

If the reader is interested in viewing the payment we made for one parking decal then please go to hyperlink [Check for Parking Decal](http://www.bullcrapbusters.com/CheckforParkingDecal) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

8/26/02 – “Dear Mr. Koretovff, We have black ants all throughout our kitchen. The ants are everywhere. We cannot prepare food or eat. We need you to remedy the situation. Thank you, Mr. and Mrs. Renter.”

8/27/02 – “I have reported the ant issue to Property Maintenance. RJ Koretovff.”

If the reader is interested in viewing the fax we sent to Robert J. Koretovff dated 8/26/02 and the fax Robert J. Koretovff sent to us dated 8/27/02 then please go to hyperlink [Faxes Robert J. Koretovff Ants](http://www.bullcrapbusters.com/FaxesRobertJ.KoretovffAnts) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

9/3/02 – “Dear Mr. Koretovff, Per my telephone conversation with you on August 30, 2002, I am sending you this fax as a follow up to what we discussed. We informed you that the PCM and the Mallorca Condominium Association will NOT take care of our (ant) problem. We also informed you that we cannot use ant spray because we cannot determine from what cracks in the walls the ants are pouring into our kitchen. Your response to the above was that this was not your responsibility and that you refuse to have us hire an exterminator. If we do not receive a response from you...then the above is correct and true. Mr. and Mrs. Renter.”

9/10/02 – “Dear Mr. and Mrs. Renter, I now have reviewed your fax concerning the presence of ants in your condo. I CANNOT ACCEPT RESPONSIBILITY for the presence of wild animals in, on, or about your leased premises. I also point out that if a swarm of bees, wasps, or several coyotes appear near your condo – how can I be held liable for this? I was trying to make it clear that I will not pay for these costs and services. RJ Koretovff.”

If the reader is interested in viewing the fax we sent to Robert J. Koretovff dated 9/3/02 and the fax Robert J. Koretovff sent to us dated 9/10/02 then please go to hyperlink [Faxes Robert J. Koretovff Ants](http://www.bullcrapbusters.com/FaxesRobertJ.KoretovffAnts) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

9/4/02 – “Dear Mr. and Mrs. Renter, Please be advised that per the

CC&Rs, INTERIOR ANT CONTROL is a HOMEOWNER RESPONSIBILITY item. Therefore, no action will be taken on your request. Sincerely, Debbie Bullard, Community Manager.”

If the reader is interested in viewing the letter that Mallorca sent to us dated 9/4/02 then please go to hyperlink [Letter Mallorca](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

THE SLUM LANDLORD, ROBERT J. KORETOFF, HAS ANTS IN THE CONDO THAT HE CHARGES \$1900.00 PER MONTH TO RENT THAT HE REFUSES TO GET RID OF.

10/29/02 – “Dear Robert Koretoff, On October 27, 2002, a neighbor told us that water was spilling out of the drain spouts underneath the water heater. We checked and noticed that the pan underneath the water heater in your unit is full of water. We saw water dripping from the water heater into the pan. Also, we can hear what sounds like a leak of water spilling from the water heater into the pan. Therefore, we are contacting you to let you know. Please let us know what you decide you want to do about it. Mr. and Mrs. Renter.”

10/31/02 – “October 29, 2002, I called you at work and requested that you inspect the two water connections on top of the water heater to ascertain if this was the origin of the leak complained of. I received a message yesterday advising me that you was ‘too busy’ to comply with my request which would take less than five minutes. I am sorry, but I am too busy to...ascertain the nature and cause of the leak...Please cooperate and let me know the origin of the leak so I can arrange for the repair in a timely fashion. Very truly yours, RJ Koretoff.”

If the reader is interested in viewing the fax we sent to Robert J. Koretoff dated 10/29/02 along with a copy of the notice from the Santa Margarita Water District declaring that there was a water leak on Koretoff’s property as well as a photo of the water heater, and the fax Robert J. Koretoff sent to us dated 10/31/02 then please go to hyperlink [Faxes Robert J. Koretoff Water Heater Leak](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

THE SLUM LANDLORD, ROBERT J. KORETOFF, HAS A BROKEN, WATER HEATER IN THE CONDO THAT HE CHARGES \$1900.00 PER MONTH TO RENT WHICH HE DEMANDS HIS TENANTS TAKE CARE OF.

11/1/02 – “We never received so much as a thank you from Robert (you) for inconveniencing ourselves FOR SEVERAL HOURS so that a new garage door could be installed on Robert’s (your) property...Now we receive your very abusive fax dated October 31, 2002. Our response is ‘This is not our responsibility!’ We advise you never ask us to do anything for you again that is not our responsibility because now we will



most certainly not...You also asked us to measure each and every single stain spot for you that we informed you is on your carpet from the previous tenants...How dare you treat us in such a despicable manner! No where does it say in our contract (Lease) that we must do favors for the landlord. If the water heater breaks causing us not to have any hot water as a result of Robert not taking care of HIS RESPONSIBILITY then we will not pay rent for the time that it is not repaired if it is not repaired in a reasonable time frame. No where does it say in our contract (Lease) that we are to live here without certain amenities that we paid for such as hot running water. It does say, however, that the tenant is NOT RESPONSIBLE for fixing things on the LANDLORD'S Property... Mr. and Mrs. Renter."

If the reader is interested in viewing the fax we sent to Robert J. Koretoff dated 11/1/02 then please go to hyperlink [Faxes Robert J. Koretoff Water Heater Leak](http://www.bullcrapbusters.com/Faxes%20Robert%20J.%20Korettoff%20Water%20Heater%20Leak) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

11/3/02 – "We just noticed today that we have a leak in the toilet in the master bedroom's bathroom. We keep hearing water filling in the toilet, even when this toilet is not being used, and the toilet tank is leaking on the bathroom carpet. We deducted \$100.00 from our December rent since we already paid for our one parking decal. Mr. and Mrs. Renter."

If the reader is interested in viewing the fax we sent to Robert J. Koretoff dated 11/3/02 then please go to hyperlink [Faxes Robert J. Koretoff Water Leak Toilet](http://www.bullcrapbusters.com/Faxes%20Robert%20J.%20Korettoff%20Water%20Leak%20Toilet) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

THE SLUM LANDLORD, ROBERT J. KORETOFF, HAS A LEAKY TOILET IN THE CONDO THAT HE CHARGES \$1900.00 PER MONTH TO RENT THAT HE REFUSES TO FIX.

11/30/02 – "Dear Mr. and Mrs. Renter, your last rent payment was \$100.00 less...if I do not receive said amount... I will...assess a late charge of 6%...RJ Koretoff.

If the reader is interested in viewing the letter Robert J. Koretoff sent to us dated 11/30/02 then please go to hyperlink Letter [Robert J. Koretoff Car Decal](http://www.bullcrapbusters.com/Letter%20Robert%20J.%20Korettoff%20Car%20Decal) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

12/5/02 – "Dear Robert, during our telephone conversation with you in October, we requested a refund of \$50.00 from our security deposit with you of \$100.00 for car decals because we bought ONE not TWO car decals. Any REASONABLE landlord would refund us the \$50.00...you agreed that this was fair, therefore, we would like to deduct this (\$100.00) from our December rent and our asking your permission to do so. Mr. and Mrs. Renter."

12/6/02 – "Dear Mr. and Mrs. Renter, Since I have no way of knowing that in the near future you will not use two decals I feel it is reasonable

to not change the security deposit earlier agreed to. RJ Koretoff.”

12/6/02 – “Dear Mr. and Mrs. Renter, We adjusted the float levels in both toilets. RJ Koretoff.”

If the reader is interested in viewing the fax we sent to Robert J. Koretoff dated 12/5/02 and the fax Robert J. Koretoff sent to us dated 12/6/02 then please go to hyperlink [Faxes Robert J Koretoff Car Decal](http://www.bullcrapbusters.com/Faxes%20Robert%20J%20Koretoff%20Car%20Decal) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Koretoff had agreed per telephone conversation I had with him in October that, since we paid out of pocket \$50.00 for the one parking decal for our one car, we could deduct from our December rent the \$100.00 we had already paid as part of our security deposit for two parking decals. After that, Koretoff reneged on what he agreed to and insisted that we pay him the \$100.00 we deducted from our December rent thereby putting us at risk to be in arrears of our December rent.

12/9/02 – “Dear Robert, you already know via the letter from the Mallorca Association dated 5/10/02 that we CANNOT bring a second car on the premises...without notifying them and you first...We did you a favor by making the payment happen to the Mallorca Association of the ONE car decal, which was YOUR RESPONSIBILITY...NOT OURS. You have decided to show us your gratitude by denying us a refund of \$50.00...You are most UNREASONABLE...Mr. and Mrs. Renter.”

If the reader is interested in viewing the fax we sent to Robert J. Koretoff dated 12/9/02 then please go to hyperlink [Fax Robert J. Koretoff Car Decal](http://www.bullcrapbusters.com/Fax%20Robert%20J%20Koretoff%20Car%20Decal) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

1/13/03 – “Dear Robert,

On November 3, 2002, we informed you that the bathroom in the master bedroom was not working properly and it is leaking water. We sent you a fax from the Santa Margarita Water District on 10/29/02 that the water leak source is the toilet...we have just now discovered on 1/8/03, that during the months of October 2002 and November 2002, we incurred a monetary loss of \$26.57 because of the extra water usage due to the leaking toilet. If we turn on water to the toilet, we will incur additional monetary loss because the water bill will continue to include ‘extra’ water usage due to the above leaking toilet. Therefore, since we do not wish to incur additional monetary loss because of the leaking toilet, we have been forced to shut the toilet off...from 11/26/02 until you fix it or until our Lease expires on 4/30/03.

According to our Lease with you we pay \$1900.00 per month for two toilets not one toilet. Please see paragraph #1 and #3 of the Lease. Therefore, we need you to reimburse us for \$26.57 in extra water bill incurred because of malfunctioning toilet and you need to monetarily

compensate us for not having one toilet from 11/26/02 to either a) the time you fix the leak in the toilet or b) the time our Lease expires. You also need to fix the leaking toilet...it is a Breach of Contract...

Please find enclosed documented evidence of our claim. It does not include video and photograph which can be obtained upon your specific request:

- 1) Santa Margarita Water District Consumer History
- 2) Santa Margarita Water District Water Bill
- 3) Santa Margarita Water District Notice of Water Leak

cc: Santa Margarita Water District, 2611 Antonio Parkway, Rancho Santa Margarita, CA 92688. Fax: 949-459-6462.

Mr. and Mrs. Renter”

If the reader is interested in viewing Koretoff’s Lease, and the fax we sent to Robert J. Koretoff dated 1/13/03 along with its enclosures regarding the water leak then please go to the following hyperlinks at [www.bullcrapbusters.com](http://www.bullcrapbusters.com):

[Robert J. Koretoff's Lease](#)

[Fax Robert J. Koretoff Water Leak Toilet](#)

1/16/03 – “Dear Robert, On November 3, 2002 we informed you that the toilet in the master bedroom bathroom is leaking water. On December 6, 2002 we received a fax from you stating that ‘we adjusted the float level in both toilets’ ...It did not resolve the toilet problem of leaking water. Therefore, we are writing this correspondence to you to state that if the repair for the water leak of the toilet in the master bedroom bathroom is not made within thirty days, we will exercise our rights under California Civil Code Section 1942. We will have a Plumber come onto the premises and fix the master bedroom bathroom toilet and we will then deduct the cost – including materials and labor – from our next month’s rent.

If you come and fix the master bedroom bathroom toilet but it still leaks water, seventy two hours, after that time, we will have a Plumber fix the master bedroom bathroom toilet and pass all of the cost to you via deduction in our next month’s rent.

Mr. and Mrs. Renter”

We sent the above letter to Robert J. Koretoff via certified mail but he REFUSED it.

We also sent the above letter by way of fax anticipating that Robert J. Koretoff might refuse our certified mailing.

If the reader is interested in viewing the refused certified mailing and the fax we sent to Robert J. Koretoff dated 1/16/03 along with its enclosures regarding the water leak then please go to hyperlink [Letter and Fax Robert J. Koretoff Water Leak Toilet](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

1/23/03, we told Steve Ruiz that we received his note on January 23, 2003, and that if he wanted to look at the Landlord's toilet, he was welcome to come by anytime during reasonable hours to do so."

1/23/03, "Landlord asked to take a look at the toilet. Thanks, Steve (Ruiz)"

If the reader is interested in viewing the note Steve Ruiz left on the back of his business card dated 1/23/03 then please go to hyperlink [Steve Ruiz Note Water Leak Toilet](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Steve Ruiz fixed NOTHING.

2/8/03 – Mr. and Mrs. Renter moved out of the Mallorca. Steve Ruiz (Landlord's Agent) demanded that they return the Landlord's keys to the Rental Unit claiming that Mr. and Mrs. Renter abandoned the Condo. They refused stating that they were still in their Lease. Steve got verbally abusive and told Mrs. Renter, "You need a psychiatrist". Mrs. Renter shot back, "You need ten psychiatrists".

On 2/14/03 we had the condo's carpet that we had rented from Robert J. Koretoff steam cleaned on truck-mounted equipment per Robert J. Koretoff's Lease.

If the reader is interested in viewing Robert J. Koretoff's Lease item # 38 entitled "Other Terms and Conditions then please go to hyperlink [Robert J. Koretoff's Lease](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing Stanely Steemer's carpet cleaning invoice then please go to hyperlink [Stanley Steemer Carpet Cleaning](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

2/17/03 - We faxed Robert J Koretoff a copy of our check #1772 made out to Cole Services in the amount of \$398.40 dated 2/16/03 for leaky toilet fee along with an invoice from Cole Services showing that the leaky toilet was fixed on 2/17/03.

If the reader is interested in viewing the Cole Services invoice along with our payment for repair of leaky toilet that we faxed to Robert J. Koretoff on 2/27/03 then please go to hyperlink [Cole Services](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com)

2/18/03 – “Dear Mr. and Mrs. Renter, I have not received the \$1900.00 rent payment for February. I have also been advised that you claim to have paid the rent for February 2003 via Certified Mail. However, I went to the Paramount Post Office on February 15, 2003, and received the sole remaining item dated February 1, 2003, which contained no payment. RJ Koretoff”

If the reader is interested in viewing the fax that Robert J. Koretoff sent to us dated 2/18/03 then please go to hyperlink [Fax Robert J. Koretoff February's Lost Rent](http://www.bullcrapbusters.com/Fax_Robert_J_Korettoff_February's_Lost_Rent) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

2/21/03 – “Dear Mr. and Mrs. Renter, All certified mail not received by me was returned to you; therefore, the rental payment sent (February’s rent check) is in your hands by now. Please send the check to me by regular First Class Mail...If I do not receive payment on, or before February 28, 2003, I will be constrained to assess a late charge of \$114.00; and then deduct the sum of \$2014.00 from the Security Deposit. RJ Koretoff.”

If the reader is interested in viewing the fax Robert J. Koretoff sent to us dated 2/21/03 then please go to hyperlink [Fax Robert J. Koretoff February's Lost Rent](http://www.bullcrapbusters.com/Fax_Robert_J_Korettoff_February's_Lost_Rent) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Mr. and Mrs. Renter notified the Post Office that their landlord Robert J. Koretoff never ever received the CERTIFIED MAIL PARCEL #7002 2410 003 8680 0618 that was sent to him. Enclosed in it was Mr. and Mrs. Renters’ February rent check. The Post Office told Mr. and Mrs. Renter that in order track the whereabouts of the LOST CERTIFIED MAILING, Mr. and Mrs. Renter had to give the Post Office the CERTIFIED MAIL RECEIPT, which had the tracking parcel number 7002 2410 003 8680 0618 on it. Mr. and Mrs. Renter complied with the Post Office’s request. The Post Office contacted Mr. and Mrs. Renter a few days later and informed them of the following:

“On 2/24/03, the United States Parcel Service Track and Confirm for Parcel #7002 2410 0003 8680 0618 stated that delivery of Mr. and Mrs. Renter’s item was attempted at 11:06 a.m. on January 23, 2003, in Paramount CA 90723 and a notice was left because Robert J. Koretoff was not there to receive it. It can be redelivered or picked up at the post office. If the item is unclaimed it will be returned to sender.”

The Post Office never returned to Mr. and Mrs. Renter the CERTIFIED MAIL RECEIPT, THE CERTIFIED MAIL DELIVERY CARD or the CERTIFIED MAIL ITSELF, which had their February rent check to landlord Robert J Koretoff in it.

On 2/24/03, we placed a Stop Payment Order on the FEBRUARY RENT CHECK number 1748, dated 1/21/03, in the amount of \$1900.00, payable to Robert Koretoff, that landlord Robert J. Koretoff REFUSED



TO COLLECT and THE POST OFFICE LOST. We had to pay a \$15.00 fee to do so.

If the reader is interested in viewing the Stop Payment Order dated 2/24/03 for February's LOST rent check then please go to hyperlink [Stop Payment Order February's Lost Rent](http://www.bullcrapbusters.com/Corporate-Elite-Bully/Stop-Payment-Order-February's-Lost-Rent) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

2/25/03 – “Dear Robert, You claim you did not receive our rent check for \$1900.00 for rent for February 2003. Why did you wait an entire month to claim that you did not receive it? And now you are trying to make it our responsibility that you did not get the rent! Did you have someone at the Paramount Post Office lose your mail for you?

We will not send you a check via first class mail because it can get lost! Then you can claim that we never sent it...You have given us your ultimatum that we have until 2/28/03 to send you another check for February's rent or you will deduct it as late rent from our security deposit.

Thusly, please find enclosed a copy of wire transfer from our checking account to your checking account for \$5,301.60. This amount is payment for February, March, and April rent at \$1900.00 per month. This payment includes a deduction of \$398.40 to repair the leaking toilet in the master bedroom bathroom, which you refused to take care of.

You constrained us so that we had to spend \$15.00 for a stop payment fee for February rent. You also constrained us to have to spend \$25.00 for the above wire transfer. We therefore have to request reimbursement for the above \$15.00 and \$25.00 we had to spend because of you.

If you continue to HARASS us by trying to find ANY MEANS by which to DEDUCT MONEY out of our SECURITY DEPOSIT, you will force us to...pursue legal action against you for the following damages you have caused us:

- \$40.00 in checking account fees
- \$100.00 in correspondence fees
- \$26.57 for extra water bill due to leaking toilet
- \$271.43 for each month of having only one toilet”

If the reader is interested in viewing the letter we sent to Robert J. Koretoff dated 2/25/03 along with confirmation that we sent the remaining rent checks we owed Robert J. Koretoff by Outgoing Wire Transfer from our California National Bank account to Robert J. Koretoff's Farmers & Merchants bank account then please go to hyperlink [Letter Robert J. Koretoff February's Lost Rent](http://www.bullcrapbusters.com/Corporate-Elite-Bully/Letter-Robert-J.-Korettoff-February's-Lost-Rent) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

4/19/03 – Dear Robert, We write to inform you that we are sending

back the following items...via insured mail with return receipt, to your above address...After that you have three weeks per Civil Code Section 1950.5 to return our security deposit to us. The following are the items enclosed: Two garage remotes. Two front door keys. One pool key. Two mail box keys. Two garage keys. Two storage keys. One car decal. Remember we only have one car.”

Mr. and Mrs. Renter

If the reader is interested in viewing the letter we faxed and sent by tracker to Robert J. Koretoff dated 4/19/03 along with his property sent via insured mail on 4/26/03 then please go to hyperlink [Letter Robert J. Koretoff Return of Property](http://www.bullcrapbusters.com/Letter%20Robert%20J.%20Korettoff%20Return%20of%20Property) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

5/20/03 – “Dear Mr. and Mrs. Renter,

“My payment records show that you deducted \$50.00 from June 2002 rent for one car decal.

...If you had permitted Steve Ruiz handyman to make this repair it would have cost me \$70.00 and you nothing...”

“Security Deposit...\$3,150.00”

Robert J. Koretoff then unethically deducted from our Security Deposit \$96.87 for Two old garage transmitters and One old Safety key and lock for garage door that he amorally falsely claimed that we threw away!!! The \$96.87 was comparable to a price for these above two garage parts items AS IF THEY WERE BRAND NEW.

Robert J. Koretoff then ILLEGALLY deducted from our Security Deposit \$328.40 instead of deducting \$0.00 for our repair and deduct of the leaky toilet which by LAW we had the right to do.

“...Security Deposit Rebate \$2724.73. Robert J. Koretoff.”

If the reader is interested in viewing the letter Robert J. Koretoff sent to us dated 5/20/03 along with the illegal, amoral, and unethical deduction of our Security Deposit Refund then please go to hyperlink [Letter Robert J. Koretoff Security Deposit](http://www.bullcrapbusters.com/Letter%20Robert%20J.%20Korettoff%20Security%20Deposit) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

6/13/03 – “To Robert J. Koretoff – We start off with the following two corrections to your letter to us dated 5/20/03. First, the \$20.95 deduction...was for repair of two toilets that DID NOT FLUSH, not for the leaky toilet, as you said. Secondly, we did not deduct \$50.00...for one decal as you said. Per your request, we did you a favor by...paying \$50.00...for one car decal to the Mallarca Association. This is in addition to already paying you for the TWO decals via our security

deposit...Regarding your statement that you would have repaired the leaky toilet...we informed you that we gave you a total of 90 days to repair the leaky toilet and you did not do so!...we told you about the leaky toilet in our letters to you on 11/3/02, 1/13/03, and 1/16/03. You are in violation of California Code Section 1950.5(b). You are not allowed to deduct from our security deposit for REPAIR AND DEDUCT cost for the leaky toilet. Mr. and Mrs. Renter.”

If the reader is interested in viewing the letter and fax we sent to Robert J. Koretoff dated 6/13/03 then please go to hyperlink [Letter of Demand](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

7/18/03 we filed a Small Claim’s Court lawsuit against Robert J. Koretoff.

If the reader is interested in viewing the Plaintiff’s Claim and Notice to Defendant dated 7/18/03, and the Proof of Service of Summons dated 7/24/03 then please go to hyperlink [Filed Lawsuit against Robert J. Koretoff](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

9/3/03 – “...we have filed a complaint against you for \$827.99 in the Small Claims Division of the Los Angeles County Superior Court, Compton Courthouse, Small Claims Case # COM 03S02661. The complaint is for unlawfully withholding our security deposit, for breaching contract, and for acting in bad faith.

Actual damages are as follows: Owed to Us

1) Repair and Deduct toilet  
Cost \$298.40 But Landlord only paid \$70.00 \$328.40

Since Landlord refused to repair toilet by law we had the legal right to repair it and at whatever it cost and deduct its cost from our rent

Landlord deducted the cost from our Security Deposit instead and only the amount he decided to

(Landlord’s Bad Faith)

2) Landlord charged us for old garage door parts that he picked up and took with him on 11/3/02 \$75.32

Landlord lied that we stole his property

(Landlord’s Bad Faith)

3) Landlord deliberately delayed his receipt of February’s rent by refusing to pick up his certified mail

to try and make us in arrears of our rent. This total includes \$44.42  
 a) \$15.00 for a Stop Payment Fee on our rent check  
 Koretoff made it lost, b) \$4.42 wasted on certified mail to  
 Send that same rent check, and c) \$25.00 for a wire  
 transfer fee to send the rent so that we would not be late.

It's Landlord's responsibility to collect his own rent.

(Landlord's Bad Faith)

4) Landlord refused to pick up his certified mailings \$18.35  
 that we sent to him. This consisted of four certified  
 mailings: a) \$4.17 to send the required list of items  
 already damaged, b) \$4.88 to send that same list a  
 second time, c) \$4.88 to notify of a leaky toilet, and  
 d) \$4.42 to send our letter of demand.mm

It's Landlord's responsibility to pick up his own mail

(Landlord's Bad Faith)

5) Extra water bill we had to pay due to leaking toilet \$26.57

Landlord refused to repair his property even after  
 tenant notified him that it needed to be fixed

(Landlord's Breach of Contract)

6) Having only one toilet for 3 months and 13 days  
 when according to our Lease we were paying rent for two toilets.  
 \$313.45

Landlord charged rent for two toilets when  
 tenant only had one toilet

Landlord's Breach of Contract)

7) Video cost to document the leaky toilet \$21.48

TOTAL \$872.99

We have not cashed and we will not cash the partial security deposit  
 you have refunded us enclosed in your letter to us dated 5/20/03, unless  
 you restore us monetarily for the actual damages in the total amount of  
 dollars you caused us, or unless we get a verdict from the court awarding  
 us for the damages above. Mr. and Mrs. Renter"

If the reader is interested in viewing the letter we faxed and sent to  
 Robert J. Koretoff dated 9/3/03 then please go to hyperlink Second

Letter of Demand at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 7/18/03 we filed a lawsuit against Robert J. Koretoff for UNLAWFULLY WITHHOLDING our SECURITY DEPOSIT, for BREACH of CONTRACT, and for ACTING in BAD FAITH.

According to the California statutory law regarding illegal retention of security deposit it states, “The landlord may not assert a claim against the tenant or the security (deposit) for damages to the premises or any defective conditions that pre-existed the tenancy...”

If the reader is interested in viewing the California Civil Code Section 1950.5(e), the statutory law that prohibits the landlord from keeping any portion of the security deposit that is to be refunded to the tenant then please go to hyperlink California Civil Code Section 1950.5(e) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

According to Koretoff’s Lease, Koretoff was obligated to provide two fully functioning bathrooms for the rent of \$1,900.00 per month. California Civil Code Sections 1941 and 1942 require the landlord to maintain a rental unit in livable condition. In the court case of Cazares v. Ortiz [109 Cal.App.3d Supp. 23; 168 Cal.Rptr. 108], the California Appellate Courts interpreted these two statutory laws to allow tenants to deduct for a loss of habitability. Therefore, by law the Lahams were entitled to monetary compensation for Koretoff’s breach of contract that he refused to fix the one leaky toilet.

If the reader is interested in viewing the California Appellate Court Ruling of Cazares versus Ortiz then please go to hyperlink California Appellate Court Cazares versus Ortiz at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Finally, the Lahams sought to claim the statutory damage for Bad Faith retention of their security deposit, as explained in California Civil Code Section 1950 (k), which states, “The bad faith claim or retention by a landlord ... may subject the landlord to statutory damages of up to six hundred dollars ... “

- (1) Landlord Koretoff illegally deducted our repair and deduct cost for the leaky toilet from our security deposit.
- (2) Landlord Koretoff refused to pick up our certified mailed February 2003 rent check to him.
- (3) Landlord Koretoff refused to fix the leaky toilet after being given 60 days to remedy the malfunctioning toilet and an additional 30 days to remedy the malfunctioning toilet after he was told that his initial remedy did not work.
- (4) Landlord Koretoff refused to pick up our three other certified mailings to him.

If the reader is interested in viewing the California Civil Code Section



1950.5(k), the statutory law that subjects a landlord to a \$600.00 penalty for acting in bad faith then please go to hyperlink [California Civil Code Section 1950.5\(k\)](http://www.bullcrapbusters.com/California-Civil-Code-Section-1950.5(k)) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 7/24/03 Service of Summons was delivered to Robert J. Koretoff.

If the reader is interested in viewing the Plaintiff's Claim and Order to Defendant dated 7/18/03, and the Proof of Service of Summons dated 7/24/03 then please go to hyperlink [Filed Lawsuit against Robert J. Koretoff](http://www.bullcrapbusters.com/Filed-Lawsuit-against-Robert-J.-Korettoff) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 10/21/03 we came to court, as called for in the Plaintiff's Claim, for the trial. But a commissioner, not a judge, was presiding over the Small Claims Court in Compton, CA that day. The Lahams wanted a judge – not a commissioner, so Michael Laham requested to have the case heard by a judge, which he was entitled to do per California Code of Procedure Section 116.240. The Minute Order for this case documents that this case was continued to the next day – 10/22/03.

If the reader is interested in viewing the Minute Order for Case # COM 03S02661 then please go to hyperlink [Minute Order](http://www.bullcrapbusters.com/Minute-Order) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing a copy of California Code of Civil Procedure Section 116.240 then please go to hyperlink [California Civil Code Section 116.240](http://www.bullcrapbusters.com/California-Civil-Code-Section-116.240) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

10/22/03 – JUDGE JOSH M. FREDERICK of the South Central Division of the Los Angeles County Superior Court located at 200 West Compton Blvd., Compton, CA 90220 presided over Small Claims Court Case # COM 03S02661 – LANDLORD ROBERT J. KORETOFF vs TENANTS Mr. and Mrs. Renter:

On 10/22/03, The Lahams presented their Oral Argument in court.

If the reader is interested in viewing the Text of the Oral Argument that the Lahams used to present their case against Robert Koretoff and his unlawful withholding of their Security Deposit, acting in bad faith, and breaching the Residential Lease, then please go to hyperlink [Court Presentation](http://www.bullcrapbusters.com/Court-Presentation) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

In order to show a breach of lease, the Lahams argued that the loss of habitability for not having a functioning toilet in one bathroom resulted in a monetary loss of \$90.48 per month, using a method similar to that established in the case of *Cazares v. Ortiz* [168 Cal.Rptr. 108, 109 Cal.App.3d Supp.23 (1980)] .

If the reader is interested in viewing the California Appellate Court Ruling of *Cazares versus Ortiz* then please go to hyperlink [California](http://www.bullcrapbusters.com/California)

Appellate Court Cazres versus Ortiz at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The following is a Synopsis of JUDGE JOSH M. FREDERICK'S JUDICIAL MISCONDUCT.

Judge Josh M. Frederick rendered a verdict AGAINST THE LAW AND CONTRARY TO THE EVIDENCE THAT WAS OVERWHELMINGLY IN MR. AND MRS. RENTER'S FAVOR AS WELL AS IGNORED THE FACTS OF THE LAHAM'S LEGAL CASE by stating, "Defendant (Robert J. Koretoff) does not owe Plaintiff (the Lahams) any money on Plaintiff's claim."

If the reader is interested in viewing the Judgment and Notice of Entry of Judgment dated 10/22/03 for Case #03CS007196 (notice how the Judge does not even sign his name next to his own verdict) then please go to hyperlink Judge Josh M. Frederick's Verdict at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The Plaintiffs', Mr. and Mrs. Renter, leased a Condominium from Defendant Robert J. Koretoff. The Plaintiffs' were model tenants; they always paid their rent early, followed all of the Lease Contracts rules, were extremely quiet residents, and kept their rental immaculately clean. Landlord Koretoff refused to fix a leaky toilet. When Mr. and Mrs. Renter, decided to exercise the law, and informed Koretoff that they would repair the toilet themselves and deduct the cost from the rent, Landlord Koretoff retaliated against them. Koretoff made an arrangement with the post office to make the certified piece of mail containing a rent check from Mr. and Mrs. Renter to Koretoff get lost in an attempt to make Mr and Mrs. Renter in arrears so that he could evict them so that he could put a black mark on their record thereby tarnishing their reputation as renters. To avert Koretoff's plan, Mr. and Mrs. Renter had the missing rent check cancelled and wired the rent money directly into Koretoff's bank account.

Per law Mr. and Mrs. Renter repaired the leaky toilet and deducted the cost from their rent. However, Koretoff ILLEGALLY DEDUCTED most of the cost of repair along with two OLD, BROKEN garage door transmitters that Koretoff LIED that Mr. and Mrs. Renter STOLE them. The judge took him on his verbal word. Koretoff had no evidence of his claim.

Mr. and Mrs. Renter sued Koretoff for illegal deduction of their security deposit, BREACH OF CONTRACT and BAD FAITH KORETOFF deliberately losing a rent check, which CA CIVIL CODE SECTION 1950.5 (e) prohibits.

On 10/22/03 JUDGE JOSH M FREDERICK heard the case, Small Claims Case # COM 03S02661. FOUR elements of the plaintiffs' claim were an OPEN and SHUT case because they were solidly substantiated

by LAW and based upon indisputable hard evidence. Hence, FREDERICK ought to have awarded the verdict in their favor.

PER CA CIVIL CODE SECTION 1941.1 a dwelling is not tenable if it substantially lacks plumbing maintained in good working order. One toilet leaked and did not always flush, as PROVEN by water bills, water company notices, and plumber's invoices.

PER CA CIVIL CODE SECTION 1942 (a), if within a reasonable time after written notice to landlord, landlord neglects to repair, the tenant may repair where the cost of such repairs does not require an expenditure more than one month's rent, and deduct the expenses of such repair from the rent when due. Plaintiffs gave a ninety-day notice of broken toilet to Defendant, and Plaintiffs' deduction of repair was well below one month's rent. A tenant may repair and deduct as long as tenant is not in violation of section 1941.2. The Plaintiffs' rent checks SHOWED that RENT WAS PAID IN FULL and in ADVANCE for the entire Lease Period. Thusly, Mr. and Mrs. Renter were NOT in violation of this law.

PER CA CIVIL CODE SECTION 1950.5 (e), the landlord MAY NOT DEDUCT FROM SECURITY DEPOSIT for repair and deduct items. But the Defendant ILLEGALLY did so, as SHOWN by KORETOFF'S letter and KORETOFF'S security deposit refund check to Mr. and Mrs. Renter.

YET JUDGE JOSH M FREDERICK AWARDED THE PLAINTIFFS NOTHING.

On the Defendant's word alone, JUDGE JOSH M FREDERICK AWARDED the Defendant monetary damages for OLD, BROKEN garage parts that the Defendant, claimed the Plaintiffs stole from him.

The Plaintiffs revealed HARD INDISPUTABLE EVIDENCE FROM THE POST OFFICE'S OWN RECORDS as well as from the Defendant's own letter SHOWING that the Plaintiff cost the Defendant monetary damages because he REFUSED TO pick up his certified mail, which contained within it the Defendant's rent check for February 2003 to the Plaintiff...

YET JUDGE JOSH M FREDERICK AWARDED the Plaintiffs NOTHING.

The Defendant BREACHED CONTRACT by charging the Plaintiffs \$1900.00 per month to rent a condo, that was supposed to have TWO bathrooms. The Plaintiffs lost use of ONE of the toilets for 3 months and 13 days, as SHOWN by letters of notification to the landlord, water bills, and invoices from plumber. This was a diminishment of rental value for which the Plaintiff's are entitled to compensation per the California

Appellate Case of Cazares vs. Ortiz [(1980) Cal.App. 3d Supp. 23, 168 Cal.Rptr. 108]...

YET JUDGE JOSH M FREDERICK AWARDED the Plaintiffs NOTHING.

JUDGE JOSH M FREDERICK REFUSED TO LOOK AT ANY DOCUMENTATION THE PLAINTIFFS – THE LAHAMS BROUGHT AND OFFERED DURING THE TRIAL, WHICH SPEAKS FOR ITSELF, WITHOUT THE JUDGE HAVING TO BELIEVE OR DISBELIEVE THE PLAINTIFFS – THE LAHAMS.

AS MR. AND MRS. RENTER WERE LEAVING THE COURT ROOM JUDGE JOSH M FREDERICK SAID TO THEM, “YOU BETTER HURRY UP AND COLLECT YOUR SECURITY DEPOSIT BEFORE KORETOFF TAKES THAT TOO!”

Why did Judge Josh M. Frederick render such a verdict? Due to the above observations, the one and only reasonable conclusion that the Lahams have is that Judge Josh M. Frederick had taken a BRIBE. Who offered Judge Josh M. Frederick the payoff? The one and only reasonable explanation that the Lahams have is the defendant – Landlord Robert J. Koretoff.

WHAT WILL HAPPEN IF JUST 1% OF ALL VICTIMS SUED THE BUSINESS BULLY FOR VIOLATING THEIR TENANT RIGHTS? THE BUISNESS BULLY WILL GO BRANKRUPT. GOOD BYE & GOOD RIDDANCE TO HOUSING MISMANAGEMENT!

WHAT WILL HAPPEN IF JUST 1% OF ALL VICTIMS PERFORMED THE ALAMO ON THE BRIBERY BULLY FOR VIOLATING THEIR TENANT RIGHTS? THE BRIBERY BULLY WILL GO BANKRUPT. GOOD BYE & GOOD RIDDANCE TO JUDGES WHO TAKE BRIBES THAT RUIN PEOPLES’ LIVES!

On 10/23/03 we attempted to deposit the Security Deposit Refund check #1080, dated 5/20/03, in the amount of \$2,724.73, issued to us that Robert J. Koretoff had sent us back on 5/20/03.

On 10/27/03 we received a letter from our bank that Robert J. Koretoff’s check had bounced.

If the reader is interested in viewing the letter from World Savings Bank notifying us of the Notice of Stop Payment Order made by Farmers & Merchants bank on our Security Deposit Refund check from Robert J. Koretoff then please go to hyperlink [World Savings Bank](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

10/23/03 – “Dear Mr. and Mrs. Renter, Corrected security deposit

rebate...\$2,674.73, Robert J. Koretoff”

If the reader is interested in viewing the letter Robert J. Koretoff sent to us dated 10/23/03 along with wrongful Security Deposit Refund Check then please go to hyperlink [Letter Robert J. Koretoff](http://www.bullcrapbusters.com/Letter%20Robert%20J.%20Koretoff) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 11/10/03 – “Your check in the amount of \$2,674.73 dated 10/23/03 is \$50.00 short of the Security Deposit that you owe us. Per California Code Section 1950.5(f) and per section 4(B) of our Residential Lease Agreement, you are not allowed to make anymore deductions to our security deposit refund after three weeks after the end of our lease. The \$50.00 we deducted from June 2002 rent per YOUR INSTRUCTIONS to us to buy a parking decal from the Mallorca Condominium Association, after we had already paid you \$100.00 as part of our Security Deposit for two parking decals that we never received. See paragraph 5 of your Residential Lease Agreement. Is this how you make a living – by stealing your tenant’s security deposits?...If we don’t receive it(\$50.00), we will see you again in court. Mr. and Mrs. Renter.”

If the reader is interested in viewing the letter we sent to Robert J. Koretoff dated 11/10/03 along with copy of cashed check #1420, dated 5/20/02, issued to Mallarco Condo Association, in the amount of \$50.00 for ONE parking decal then please go to hyperlink [Letter Robert J. Koretoff](http://www.bullcrapbusters.com/Letter%20Robert%20J.%20Koretoff) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 11/16/03, Mrs. Renter called Koretoff and told him, “If you do not send the \$50.00 that you still owe us from our Security Deposit, we will take you to court again and you will have to bribe the judge all over again to wrongfully keep it.”

On 11/21/03 Koretoff sent Mr. and Mrs. Renter the \$50.00 that he still owed them. Apparently Robert J. Koretoff did not wish to bribe the judge for \$50.00.

If the reader is interested in viewing the check #1243, issued to the Lahams dated 11/21/03, in the amount of \$50.00 then please go to hyperlink [Letter Robert J. Koretoff](http://www.bullcrapbusters.com/Letter%20Robert%20J.%20Koretoff) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Although Mr. and Mrs. Renter pursued legal action against Koretoff and had an Open and Shut case with the Law clearly on their side and indisputable tangible evidence clearly in their favor, they did not win their legal battle because Landlord Robert J. Koretoff BOUGHT OFF the Judge. Nonetheless, they were NOT the losers. Although Robert J. Koretoff attempted to enhance his revenue by stealing Mr. and Mrs. Renters’ security deposit, because Mr. and Mrs. Renter had the courage to stand up for their tenant rights by suing their Landlord for his illegal, unethical, and amoral actions against them, they cost Robert J. Koretoff TWICE as much money as he cost them.



Mr. and Mrs. Renter's monetary damages totaled \$827.99. Robert J. Koretoff's monetary damages, however, totaled \$1,768.00. How do we figure? It cost Landlord Koretoff \$1,368.00 to pay his Real Estate Leasing Agent, Steve Ruiz, 6% of the first year's rent (\$1900.00 per month times 12 months times 0.06) to find him a NEW TENANT. In addition, Defendant Robert J. Koretoff had to bribe the judge to rule a verdict in his favor. Oh, and that's a judge not a commissioner Koretoff had to bribe. So that's an even higher bribe Koretoff had to pay. Such cost Koretoff at least one half of the entire monetary damages claimed for the court case. That's about \$400. 00.

What will happen if just 5% of all tenants sue slum landlords like Koretoff for violating their Tenant Rights? Slum Landlords like Koretoff will go BANKRUPT. Bye – bye BAD LANDLORDS.

### THE CHOICE IS YOURS

Very few consumers are doing anything to fight back against fraudulent business practices conducted by the wannabe big business bully. Yet, it is all of us who give a business the business. Doing nothing is not a solution to the problem. It only makes it more difficult for the few consumers who are exercising their consumer rights, to do so. At best the wannabe big business bully simply ignores them. After all, losing a few workers and patrons is not going to break their bank. At worst the wannabe big business bully will retaliate against the outspoken consumers by singling them out for discrimination by attempting to ruin their reputation as decent folk via libel and slander, by attempting to take their freedom away from them via false arrest and imprisonment, and/or by endangering their lives by arranging for them to be killed in a so called accident. For how dare we make the effort to preserve the consumer rights that our ancestors founded this country on.

IF WE DON'T EXERCISE OUR CONSUMER RIGHTS WE WILL NOT HAVE ANY CONSUMER RIGHTS LEFT TO EXERCISE. However, if just a small percentage of consumers woulda, shoulda, coulda refuse to be exploited by the wannabe big business bully, it could put such a damper on unfair business practices that many corrupt businesses would go out and stay out of business. Such should also compel each and every individual to exercise his consumer rights uniting consumers together to give them a voice to be reckoned with. As a collective movement, we will then obtain such an influence over the consumer market that we will win the power to a) decide who will get hired – clerks and who will get fired – jerks and b) what a worker's wages ought be, and c) what the supply and demand of products and services will be for the patron and d) whether or not the production of such commodities will be useful or wasteful to both the consumer's pocket book and to the environment's natural resources. Together as a group, we can make formidable changes such as the restoration of the

balance of economic power between the social classes by preventing the wannabe big business bully from making profits at our expense. Then, we will be able to protect the working class, namely ourselves, from becoming a disenfranchised unemployed poor class due to the outsourcing of labor; and protect the poor class from living in dire poverty without any hope of escaping their downtrodden lot because they have been denied the opportunity to overcome global poverty.

With our sheer numbers we can remind the wannabe big business bully that it is the worker who is its bread and it is the patron who is its butter. All we have to do is exercise our own consumer rights as individuals and encourage others to do the same. Instead of looking the other way in disgust, staring with shocked faces, ridiculing, or ganging up against...let us put our thumbs up at, clap for, and listen to...those who exercise their consumer rights against the business bully. Don't forget if not for the patron and the worker businesses would not even exist. So if you really want a better world you need to stop waiting for it. It is not going to happen all by itself. Instead the world will continue to get worse and worse and worse unless and until each and every one of us, does or part to make it and keep it a better place. We are not the enemy so let us stop fighting with one another and each other like a divided and victim conquered nation. It is the business bully who is PENO - public enemy number one. For as far as the business bully is concerned we have always been, are now, and will always be, regarded as a throw away commodity to be exploited by his will, then done away with as in expendable object by his whim, and finally cast out as refuse to be exterminated by his replacements. Therefore, from generation to generation to generation and so on and so forth we must never cease to relentlessly remain vigilant when it comes to exercising our consumer rights against the business bully. For if we surrender, the world as we know it will turn into a lifeless devastated polluted wasteland and we will be a member of its impoverished masses with no hope of escaping lives that are no longer worth living, because we did nothing to put an end to the corporate elite bully's victimization of us.

### GOOD BUSINESSES VERSUS BAD BUSINESSES

Businesses that are worthy of being patronized are those establishments that provide the consumer with useable, safe, durable products and services and that offer exemplary customer service. Such businesses promote customer satisfaction not because people buy things from them but because they value people. They are wise enough to know that a business is comprised of people. So they treat their workers and patrons with respect. Good businesses interact with their workers and patrons by asking, "Can I help you with something?" versus "Can I harass you for nothing?" Good businesses believe that honesty is the best policy so whatever they claim to be the bona fide truth about their products and services they uphold with money back guarantees. Good business also honor the concept of equitable trade for they know that in order to have a

working relationship with the consumer they must build trust by serving others so that they can be served versus only serving themselves by ripping off their workers and their patrons.

### HAVING INTEGRITY

In order to effectively exercise your consumer rights you must be prepared to always put your DIGNITY before any products and/or services that a business can render to you. Your dignity is priceless. It is the one thing you came into this world with and the one thing you will go out of this world with. There is not a thing in this world that can rival the value of your dignity. There is nothing the matter with owning material things because they make us feel good about ourselves. But if one has to compromise one's precious self esteem in order to amass possessions, then the only possessions one will have are the worthless trinkets of the junk culture that the Bully Culture passes off to you as material goods.

Your dignity is the most powerful weapon you have against the business bully. It will protect you from being a consumer victim. There is such a high percentage of rotten businesses in the world today because people are afraid that if they don't put up with and go along with substandard customer service, non existent or short fused money back guarantees, and shoddy merchandise they will not be able to get their material wants and needs met. To the contrary! If you refuse to compromise your dignity not only will your material needs and wants be fulfilled by the businesses of integrity that still remain in the economy, but by doing so, you will increase the likelihood that the good businesses will continue to thrive. To put it another way, by honoring your dignity you are supporting the continued existence of good business entities and fair business practices. The two, cause and effect, one another because the business consumer relationship is an equitable one. If you put your dignity first and foremost you will seed good businesses and weed out bad businesses. So, I urge you to make your dignity a priority so that you can save yourself a lot of headaches and heartaches that come with having to deal with the business bully, as well as make a difference in the overall economic climate.

### THE ECONOMIC LAW OF RETURNS

What I tell you is tried and true since it comes from my own personal life experience not from my mouthpiece. Every time I put my dignity foremost I am always rewarded with the commodities that I need and want, and the customer service and money back return policies that I deserve. If you make your dignity your priority by exercising your consumer rights, you will evoke what I call the economic law of RETURNS. The economic law of RETURNS is a natural cause and effect phenomenon. It goes like this: If you honor your dignity by exercising your consumer rights THEN you will make the business bully

## KICK HIS OWN BUTT IN WITH HIS OWN BOOT.

The following are excerpts taken from real life scenarios that illustrate how the Economic Law of Returns works. I have compiled them into a composition that I have entitled “The Landlord/Tenant Saga”:

### THE LANDLORD TENANT SAGA

#### PALERMO

In 2005 we rented our first apartment in Washington State, called PALERMO at Lakeland, located at 7101 Lindsey Avenue, South East, Auburn, WA 98092. Phone: 253-939-3722. Fax: 253-939-3757. The Property was managed by INVESTCO. Its manager’s name was ROSILEE HERNANDEZ. Palermo was a brand new apartment complex. We leased unit #207, a top floor apartment, for a six-month term on 12/3/05. After that, we signed up for another six-month lease term on 6/19/06, and a third lease for yet another six-month term on 12/5/06.

If the reader is interested in viewing Palermo’s Leases then please go to hyperlink Palermo's Lease at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Our stay was peaceful and uneventful until 5/26/06 when we had to voice a noise complaint to Rosilee Hernandez. According to Palermo’s Lease Exhibit A entitled “Rules and Regulations” item #1A states, “Quiet Enjoyment. Resident shall not disturb the quiet enjoyment of other residents and shall not cause...excessive noise...Quiet hours are from 10 pm to 7 am daily; laundry equipment should not be used during quiet hours.”

In the month of January in the year of 2007, a male and female moved in below us. During their move in, they woke us up during the ungodly hours of the night to loud banging against our bedroom wall with what sounded like a hammer. This was followed by more disruption to our sleep by a male and female voice talking very loudly all night long until dawn. The next morning we were jolted out of our sleep by a rickety dilapidated relentless humming sound that sounded like a bee was buzzing right next to our eardrums. It continued for three days and three nights. As it turns out the couple had left both their bathroom and laundry room fans on while they were not at home. We made our legitimate complaint to Rosilee Hernandez about the unreasonable noise. On 1/17/06, Rosilee Hernandez told us that she would make a courtesy call to the new tenants below us. On 1/18/06, Rosilee Hernandez told us that she would make another courtesy call to the new tenants below us. Not only did the excessive noise continue, on 1/23/06, it escalated to a new level. Both bathroom and laundry fans kept being left on all day long, every day of the week, every night between 10:30 P.M. and 12:30 A.M., and the neighbor’s talking became so loud that we could hear

every single word that the male and female voices were saying. We tried to go to sleep in the living room but the loud talking kept us awake there also.

If the reader is interested in viewing Palermo's Leases then please go to hyperlink [Palermo's Lease](http://www.bullcrapbusters.com/Palermo's%20Lease) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The following is an excerpt from the fax we sent dated 1/24/07 to Rosilee Hernandez, Business Manager of Palermo regarding the excessive noise that our downstairs neighbors were generating:

“Rosilee,

We write to inform you that we heard excessive noise...23 January 2007 from our neighbors immediately below our apartment...we heard loud talking from male and female voices from 10:30 p.m. to 12:30 a.m. in our bedroom. The voices were so loud that we could actually hear what the male and female voices were saying...

As a result of this very loud talking...we were unable to sleep...

This is our FOURTH complaint of excessive noise coming from apartment #107 below our apartment.” It fits the guidelines you gave us for excessive noise, because it occurred between the quiet hours of 10 pm to 7 am.”

If the reader is interested in viewing the fax dated 1/24/07 to Palermo from the Lahams then please go to hyperlink [Fax Rosilee Hernandez](http://www.bullcrapbusters.com/Fax%20Rosilee%20Hernandez) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 1/25/06, we spoke to Rosilee Hernandez yet again about the unresolved excessive noise problem. Instead of dealing with it, once and for all, Rosilee Hernandez acted in a biased manner towards us. Even though, we had just as much right as our excessively noisy neighbors did to live in a quiet dwelling, since we too paid rent, Rosilee Hernandez defended the noisy tenants who were in violation of the lease by making lame excuses for them. One of the things she said to us was that both she and these downstairs tenants were concerned that we would make noise complaints about their expected baby making noise. After that, Rosilee Hernandez made a very disturbing comment. She threatened that we would be evicted if the noisy for nothing tenants made any complaints about us generating noise.

The following is an excerpt from the fax we sent to Rosilee Hernandez, Business Manager of Palermo regarding our meeting with her on 1/30/067 about the excessive noise that our downstairs neighbors were generating:

“Rosilee Hernandez, Business Manager



Palermo at Lakeland  
7101 Lindsey Avenue SE  
Auburn, WA 98092  
Phone: 253-939-3722/Fax: 253-939-3757

Rosilee,

On 1/25/06, you told us that our downstairs neighbors are concerned we will make complaints about their expected baby making noise. That does not make any sense since the only complaints we have made to you are about their excessive noise. You specifically told us that loud voices between 10:00 p.m. and 7:00 a.m., yelling at any time, loud music or loud television at any time, and bathroom fans our laundry fans being left on continuously are excessive noise, and you specifically told us to make these complaints!

On 1/17/07, you told us that you made a courtesy call to our downstairs neighbors requesting that they not leave the bathroom fan on continuously. On 1/18/07 you told us that you made a second courtesy call to our downstairs neighbors requesting that they not leave the bathroom fan on continuously. On 1/22/07 we made our third complaint that both the bathroom and laundry fans are on continuously. To this you told us on 1/25/07 that you spoke to the female downstairs neighbor for the first time on 1/22/07, and that you spoke to the male downstairs neighbor for the first time on 1/25/07, not to leave the bathroom or laundry fans on continuously.

This is quite a contradiction that you are giving us as this is now our fourth complaint to you about the bathroom and laundry fans still being continuously left on, and they are being left on when it appears that our downstairs neighbors are not even home!

1/24/07 bathroom fan was on from about 7 a.m. to 2 p.m.  
1/25/07 bathroom fan was on from about 7 a.m. to 5 p.m.  
1/26/07 bathroom fan has been on since 7 a.m.  
1/27/07 bathroom fan has been on since 2 p.m.  
1/27/07 10:30 p.m. to 12:00 midnight loud voices bedroom  
1/28/07 10:00 p.m. to 12:00 midnight loud voices bathroom

We have been honest, straightforward, flexible, and eager to resolve the noise problem in a fair manner for all involved. And we have made it clear to you that we are telling the truth by asking you if you would like to come and hear the noises yourself when our downstairs neighbors are making excessive noise during business hours.

It is not our fault that our downstairs neighbors make excessive noise and disrespect the Lease's rules....Also it is not our fault that apparently you are not willing to do your job."

If the reader is interested in viewing the fax dated 1/30/07 to Palermo from the Lahams please go to hyperlink [Fax Rosilee Hernandez](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The excessive noise that the downstairs residents were making continued for three more months.

The following is an excerpt from our own documented records of the type of noise that they were perpetuating:

“4/6/06 – 4/12/06, there is loud taking in their living room from 10:30 at night to 3:00 in the morning. Bathroom and laundry fans are on continually all day and all night.”

"4/13/06 – 2:00 a.m. we heard the male voice shouting ‘F\*\*k You!’ The male voice came from the floor of our bedroom. Then complete silence. The unusual silence continued the entire nightlong. The following morning we heard and saw the noisy for nothing downstairs neighbors move out of their apartment. A few days later we witnessed the washing machine from their downstairs unit being replaced by a new washing machine. Perhaps, they had done so much laundry for the one purpose of irritating us by keeping their laundry fan on all day every day that they broke it.”

"Heavenly silence reigned for a whole month. Then, in the merry month of May 2007, the downstairs unit below us became once again occupied. He was a young male who drove a broken down white colored vehicle with piles of papers strewn all over its front seats and a hole through its windshield. A few days after he moved in, without any formal introductions, he walked in front of our path as we were minding our own business and said, “Hi! How are you guys doing?” We answered, “Fine, how are you?” He answered, “Fine”. After that, he went back to putting up what appeared to be two party favor torches in the front of his patio. That same evening at 10:00 p.m. his party started. It continued every single night afterwards until passed 3:00 in the morning. And it was horrendously loud. We heard several female and male voices boisterously screaming at the top of their lungs, profanities. We came to know their party as the “F\*\*k You” party because that was the main cuss word that we kept repeatedly hearing. After the third consecutive night of this, knowing that Rosilee Hernandez was not going to do anything about it, a few moments of complete silence filled the downstairs unit below us. We thought they took their party elsewhere so we went to sleep. I was dreaming about something when I was suddenly jarred awake by the loud racket coming from the downstairs unit below us. Looking over at my alarm clock it said it was 11:30 p.m. Again the party came to a sudden halt. Again I laid my exhausted head on my pillow and fell asleep. Again at 12:30 in the midnight I was jarred awake by the loud racket coming from the downstairs unit below us. This went on for the rest of the night until day break.”

Even though we were excellent tenants – we paid our rent early, kept our home immaculately clean, and we were very quiet people – not knowing what else to do, we made a decision. Rosilee Hernandez was not willing to enforce the rules to evict excessively noisy residents. So although, our Rental Lease did not expire until 7/31/07, we paid up our rent through its term length and vacated our apartment on 5/21/07. After we retrieved all of our belongings we noticed that the downstairs tenant no longer had any party favor torches on his patio. When we came back several evenings later to pick up the rest of our belongings, the downstairs resident was so quiet that we did not even hear a pin drop. A few days after that, we cleaned our apartment.

On 6/17/06, the staff at Palermo did a move-out inspection walk through of our apartment. We returned all of our keys – two house keys, one garage key, and one gym keycard – to the Palermo Office. On 6/18/06, we sent the Palermo staff by facsimile our twenty-day notice to vacate the premises by 7/31/06.

If the reader is interested in viewing the Tenant ledger from Palermo then please go to hyperlink [Palermo's Tenant Ledger](http://www.bullcrapbusters.com/Palermo's%20Tenant%20Ledger) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the Lease renewal letter from Palermo along with our third Lease with Palermo then please go to hyperlink [Palermo's Lease Renewal](http://www.bullcrapbusters.com/Palermo's%20Lease%20Renewal) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the Move-out statement from Palermo then please go to hyperlink [Palermo's Move Out Statement](http://www.bullcrapbusters.com/Palermo's%20Move%20Out%20Statement) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Initially, we were outraged over the monetary losses that we had incurred as a result of Palermo's manager, Rosilee Hernandez's refusal to honor our tenants' rights – the right to make a legitimate noise complaint and the right to live in a peaceful dwelling; and Rosilee Hernandez's retaliation against us for exercising our tenant rights. That is until we summed up the monetary losses that Palermo had incurred to discover that Palermo's monetary losses were greater than our own.

The table below illustrates this:

The Finalized Itemized Move-Out Charges to both Tenant and Landlord

#### Tenant's Move-Out Expenses

Four Certified Mailings of rent checks to Leasing Office	\$20.00
Gas for Move out	\$20.00
Cost for Move out Rope	\$ 6.00
Cost for Move out Blankets	\$40.00

Video Camera of Move out Condition of Apartment \$10.00  
 Carpet Cleaning \$72.00  
 Two Months Rent Lost Forced to Vacate Early \$1,620.00

#### Landlord's Move-Out Expenses

Returned Non Refundable Deposit to us \$200.00  
 Two Day Rent Concession New Lease \$50.32  
 Discount off rent for signing New Lease \$150.00  
 Rent Discount for Renewing Lease \$1,820.00\*

\*[We were offered a Lease Renewal Discount. The rent was \$825/month with a carport. We rented a garage so our rent was \$810/month plus \$100/month. But we were permitted to rent for 7 months instead of 9 months. That's \$910/month X 2 = \$1,820.00.]

**Grant Total Tenant's Expenses \$1,788.00**  
**Grand Total Landlord's Expenses \$2,220.32**

**Palermo lost \$432.32 more money than we did. This does not include the thousands of dollars in rent money that Palermo lost that they woulda, shoulda, coulda have gained had they continued to earn REPEAT BUSINESS from us excellent tenants who are extremely quiet, immaculately clean, and conscientiously pay in full and early all of our rent, utility and related charges.**

#### BELLA SONOMA

In 2007, we rented another apartment at located at 2301 62nd Avenue East in the city of Fife, WA 98424. Phone: 253-922-8090. Fax: 253-922-8226. The Property was managed by PINNACLE. Its manager's name was MICHELLE GANEY. We moved into Phase II of its brand new apartments. Bella Sonoma had a sign in front of its Leasing Office bragging that its management staff offered "outstanding professional service". In addition, it ran an advertisement in the "For Rent Magazine" that claimed that Bella Sonoma was an "Award Winning Community".

We leased unit #30-203, a top floor apartment, for a six-month term from 5/16/07 to 11/10/07 at which time we paid \$890.00 rent per month. After that, we elected to go to month-to-month tenancy. From 11/10/07 onward we paid \$985.00 per month, and from 5/11/08 onward we paid \$1,005.00 per month.

If the reader is interested in viewing the Lease we had at Bella Sonoma then please go to hyperlink [Bella Sonoma's Lease](http://www.bullcrapbusters.com/Bella_Sonoma's_Lease) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Our stay was peaceful and uneventful until we voiced a legitimate

complaint that another tenant was parking in our assigned paid for parking space. Not only did Michelle Ganey do nothing to remedy this violation of the lease, shortly after that, there was trouble. Bella Sonoma's Fitness Center was a very nice gym. On more than one occasion I commented to the assistant manager, JENNIFER HIGGINBOTHAM, how much I enjoyed working out in it. The management also knew I worked out in its gym on a regular basis because it had two cameras monitoring all who used it, entered it, and left it.

On 8/21/08, a young male whom I did not know and who did not know me, who appeared to be a resident at Bella Sonoma, decided to act like a juvenile delinquent and verbally assault me and tried to physically batter me. While I was minding my own business exercising away on one, of the two, Life Fitness Elliptical Trainer with Movable Arms Cardiovascular Machines, the stranger walked over to me, looked right in my face, and called me a "geek". After that, he walked away to where another young male was. Both of them were teenagers. They were Mexican. When I finished my aerobic workout I walked over to where the two young adolescents were sitting and said to the one who had called me a geek, "You are the one who is ugly because all you are is a butthole." After that, the perpetrator lunged at me and made four attempts to hit me in the face with his right fist. The only thing that stopped him was his companion who told me his name was KENO. Keno tackled him to the ground all four times as if he were a football in play.

Not only was the entire event caught on Bella Sonoma's Fitness Center's Video Camera, while the incident was still in progress, but JEREMY, a cabana attendant of Bella Sonoma, had come into the gym. Jeremy watched with his own two 20/20 vision eyes the bully coward move towards me with his right fist pulled back ready to take a swing, and not once, but four times at my face, and Keno knock the bully coward down four times for trying to physically attack me. Jeremy said and did nothing! Shaken I told Jeremy, "I am going to management to report this incident and I am going to contact the police." That was when Jeremy told the troublemaker, "You can stay." but Jeremy told me, "You can leave."

I was shocked beyond words!

I marched over to the leasing office and alerted Jennifer McKinney (Higginbotham), the assistant manager, as to what had just transpired. Jennifer Higginbotham reviewed the gym's video camera's tape. Then, she came back to where I was standing and said, "He MIGHT be banned from the gym." She said this even though according to Bella Sonoma's own Lease rules under addendum entitled "Recreational Area Rules and Regulations item #6 says "No profanity, loud yelling, fighting...will be permitted in the recreational areas." Aghast, I did not like that word



MIGHT. So I told her, “I am going to file a police report for my own protection.”

If the reader is interested in viewing the Lease we had at Bella Sonoma then please go to hyperlink [Bella Sonoma's Lease](http://www.bulldrapbusters.com) at [www.bulldrapbusters.com](http://www.bulldrapbusters.com).

At the FIFE POLICE DEPARTMENT I let the officer on duty there know that I was there to file a police report and that I intended to press charges against the violent perpetrator in the Bella Sonoma Gym who tried to beat me up without provocation. While I was filling my police report, the officer on duty attempted to minimize what had happened to me in the following manner:

- 1) He told me to put into the police report that it was a crime of “harassment” not a crime of “assault and battery”.
- 2) He told me that it was not necessary for me to put into the police report that there was a video camera in the Bella Sonoma gym.
- 3) He told me that it was not necessary for me to put into the police report that the video camera had caught the perpetrator on tape.
- 4) He told me that Bella Sonoma only kept the records of its video camera tapes for twenty-four hours.
- 5) He told me that since I did not know the offender’s name he might not be able to find out who he was.

I was floored!

I paid no heed to what the police officer told me to put into the police report. Instead, I included within it that the crime committed against me was assault and battery and that there was a video camera that had caught it all on tape. I told the police officer, “The staff at Bella Sonoma can find out his name because he is a tenant there.”

While I was still at the Fife Police Station, I requested a copy of the above police report that I filed. The Fife Police Officer told me I had to wait a few weeks before I could get a copy of it. When I went back to the Fife Police Department two weeks later, to collect a copy of the police report that I had filed against the juvenile delinquent bully coward who committed assault on me and tried to commit battery on me as well, the Fife Police Department refused to give me one claiming that it was still under investigation.

We never heard back from either Bella Sonoma’s Management or the Fife Police Department regarding the police report I had filed about the violent incident that occurred at the Bella Sonoma Fitness Center on 8/21/08. So, out of concern for our own safety, on 9/5/08, we gave Bella Sonoma our twenty day written notice that we were vacating the premises, and we immediately moved out.

On 9/5/08, we moved out of our apartment at Bella Sonoma. According to landlord tenant Washington State law, a month to month tenancy can be terminated by either landlord or tenant at anytime. Bella Sonoma never contacted us regarding our move out even though they had our work fax and work phone numbers. So we thought that we did not owe Bella Sonoma any money.

On 12/29/08, we went to the Metropolitan Place Apartments on 102 – 339 Burnett Ave, South, Renton, WA 98057. Phone: 425-271-3222. Fax: 425-271-3276. We spoke to the property manager there named DANA E POLK about renting a studio apartment at the Revo, one of their sister properties. She had us both fill out an application for rent. We listed where we lived for the last two years, which included as part of our rental history reference, Bella Sonoma Apartments. In the end we decided not to rent at the Revo because its Lease was not complete. In the meantime, Danae Polk contacted Bella Sonoma as part of the screening process and Bella Sonoma told her that we owed Bella Sonoma for belated move out charges!!! This resulted in the Revo charging us each \$400.00 for a total of \$800.00 for a Security Deposit.

If the reader is interested in viewing the Revo's Rental Application and sample of Revo's incomplete Lease then please go to hyperlink [Revo's Rental Application and Revo's Lease](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

We did not know what was going on. Shocked, immediately, we went to the Bella Sonoma leasing office to find out.

While we were waiting to be assisted, I noticed a Bella Sonoma Monthly Newsletter dated January 2009 sitting on the desk. I remembered the day after the 8/21/08 incident in the gym I happened to pass by Jeremy while I was on my way to the mailbox to retrieve my mail. His face was full of gloom and he appeared to be agitated about something. So out of morbid curiosity, I picked up the newsletter. That was when I noticed that Jeremy was no longer on the Cabana Staff of Bella Sonoma's Bulletin Board List of staff members. Was Jeremy fired from his job because he did not get us into some sort of unwarranted trouble?

If the reader is interested in viewing Bella Sonoma's Newsletter dated January 2009 then please go to hyperlink [Bella Sonoma's Newsletter](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The assistant manager, Jennifer Higginbotham, presented our belated move out statement to us. It was dated 9/20/08. Along with it came a cover letter from Bella Sonoma dated 10/1/08 signed by Jennifer Higginbotham. The following are excerpts taken from the cover letter that Jennifer Higginbotham had given us along with our move-out statement containing the final water bill from ISTA:

“We have enjoyed having you here at Bella Sonoma Apartments and are sorry to see you go. We wish you the best of luck in your new home and if you are ever in need of an apartment in the future, please let us know.

Enclosed is an apartment inspection report (move-out statement) itemizing the condition of your apartment at Bella Sonoma Apartments as of your move-out date.

Please note that the charges assessed are payable immediately, in the amount of \$158.94.

Payment must be received in full...to avoid your account being forwarded to our collection agency.”

[Signed by the assistant manager, Jennifer Higginbotham]

Imagine that! Bella Sonoma management gives us the above letter of appreciation, while at the same token, Bella Sonoma management forced us to move out of our Bella Sonoma apartment because they loath tenants who exercise their tenant rights according to Bella Sonoma’s own lease rules.

If the reader is interested in viewing the Bella Sonoma's Letter dated 10/1/08 then please go to hyperlink [Bella Sonoma's Letter](http://www.bullcrapbusters.com/Bella_Sonoma's_Letter) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The move out statement charges included a carpet cleaning. We did not do the carpet cleaning ourselves because as with Palermo we were scared for our safety to stay any longer at Bella Sonoma than we had to. We had taken such good care of the apartment that we had rented from Bella Sonoma that its brand new carpet remained spotless and stainless so we thought that Bella Sonoma was not going to charge us for a carpet cleaning fee.

The move-out statement charges also included \$3.00 to clean the dust off of the washer and dryer, which was listed in the major repairs column. In addition the move-out charges included a \$1.00 charge for a piece of dust on the upper shelves of the bathroom cabinets. This latter charge was so petty that even petty Michelle Ganey forgot to list it as a move out charge! Apparently, Michelle Ganey was so upset that we left our apartment immaculately clean that she just had to fine us for a few pieces of microscopic dirt that any and every apartment is going to unavoidably have upon move out.

If the reader is interested in viewing Bella Sonoma’s Move Out Charges Sheet then please go to hyperlink [Bella Sonoma's Move Out Charges Sheet](http://www.bullcrapbusters.com/Bella_Sonoma's_Move_Out_Charges_Sheet) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Michelle Ganey also charged us a \$35.00 fee for one mailbox key even

though the Move Out statement charges for one mailbox key was \$5.00. Out of emotional duress to move out of Bella Sonoma for our own safety, we had forgotten to return one mailbox key.

If the reader is interested in viewing Bella Sonoma's Move Out Charges Sheet then please go to hyperlink [Bella Sonoma's Move Out Charges List](http://www.bullcrapbusters.com/Bella_Sonoma's_Move_Out_Charges_List) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The move out statement charges also included the final water bill charge of \$80.94. On 9/30/08, we went on the Internet to retrieve our final water bill from ISTA, the utility company that Bella Sonoma uses for all of its tenants, so that we could pay it. It said our balance was zero. So we thought our utility bills were all paid up. According to Bella Sonoma's own lease rules under addendum entitled "Water, Sewer, and Garbage" item #3 states, "Resident shall receive a monthly statement from billing company showing resident's share of the water cost. RESIDENT shall pay the amount shown on such statement directly to ISTA." We thought it was our final water bill. Apparently, we were mistaken.

If the reader is interested in viewing Bella Sonoma's move-out statement and final water bill from ISTA then please go to hyperlink [Bella Sonoma's Move Out Statement and Final Water Bill](http://www.bullcrapbusters.com/Bella_Sonoma's_Move_Out_Statement_and_Final_Water_Bill) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing Bella Sonoma's Lease then please go to hyperlink [Bella Sonoma's Lease](http://www.bullcrapbusters.com/Bella_Sonoma's_Lease) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the Internet copy of the final water bill from ISTA then please go to hyperlink [Internet Final Water Bill](http://www.bullcrapbusters.com/Internet_Final_Water_Bill) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

By the time we found out what was going on with our final water bill, Bella Sonoma had put it into collections. Bella Sonoma's assistant manager, Jennifer Higginbotham's lame excuse for why they had put the move out charges into collections was that we had not given them a forwarding address. So I asked her, "Why didn't you call us or sent us a fax to notify us that we owed you this money? You have Michael's current work fax and phone number!" Jennifer Higginbotham's reply to my inquiry was dead silence. I went on, "If you would have contacted us by phone or fax we could have sent you the money immediately – paid in full. Now you are going to get only half of the money we owe you. Since you put it into collections you will have to pay your collection agency 50% of it as their collection fee." Again, Jennifer Higginbotham was dead silent.

On 1/6/09, we paid Bella Sonoma's Collection Agency, I.Q. Data International Incorporated, which is located at 1010 SE Everett Mall Way, Suite 100, Everett, WA 98208. Phone: 425-609-2150. Fax: 425-

609-1146, a total of \$164.04. Some interest had been added onto the original debt of \$158.95 since it had been put into collections on 11/10/08 by Michelle Ganey. But we did not mind the extra pennies since we got to laugh at Michelle Ganey for losing half of it to Bella Sonoma's collection agency as a collection agency fee.

If the reader is interested in viewing the fax from I.Q. Data International Incorporated Collection Agency dated 1/6/09 and their receipt of our payment then please go to hyperlink [Fax I.Q. Data](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 1/13/08, we received a letter from a Roberto Garcia, Account Representative of I.Q. Data International Incorporated. It thanked us for our payment and acknowledged that our past due account was now paid in full. In addition, I.Q. Data International Incorporated Collection Agency did not post the belated collection debt as a "paid late" black mark on our credit reports for we had paid it off before it had become three months delinquent.

If the reader is interested in viewing the fax from I.Q. Data International Incorporated Collection Agency dated 1/13/09 and their acknowledgment that we paid it in full then please go to hyperlink [Fax I.Q. Data](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Initially, we were outraged over the monetary losses that we had incurred as a result of Bella Sonoma's manager, Michelle Ganey's, refusal to honor our tenants' rights; the right to have full usage of our assigned paid for parking space, the right to use the amenities (the gym) our rent paid for, and the right to receive a move-out statement; and Michelle Ganey's retaliation against us for exercising our tenant rights by refusing to honor our human rights to be able to live safely at Bella Sonoma. That is until we summed up the monetary losses that Bella Sonoma had incurred, which were greater than our own.

The table below illustrates this:

The Finalized Itemized Move-Out Charges to both Tenant and Landlord

#### Tenant's Move-Out Expenses

Gas for Move-Out \$155.00

Insured Mailing for Return of Property \$8.48

Video Camera of Move Out Condition of Apartment \$10.00

Accrued Interest on Water Bill Debt \$5.10

#### Landlord's Move-Out Expenses

Tenant's unit being vacant two weeks \$465.00\*



Receiving only half the Move Out Charges of \$164.04 tenant owed since Final Water Bill Debt was put into Collections needlessly so Landlord had to pay Collection Agency \$82.02

**Grant Total Tenant's Expenses     \$178.58**

**Grand Total Landlord's Expenses \$547.02**

\*We re-visited our old apartment at Bella Sonoma two weeks later. We noticed that the lights were off and the curtains were open showing that our apartment was still vacant.

**Bella Sonoma lost \$368.44 more money than we did. This does not include the thousands of dollars in rent money that Bella Sonoma lost that they woulda, shoulda, coulda have gained had they continued to earn REPEAT BUSINESS from us excellent tenants who are extremely quiet, immaculately clean, and conscientiously pay in full and early all of our rent, utility and related charges.**

If the reader is interested in viewing our Move Out Expenses then please go to hyperlink [Our Move Out Expenses](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

## NEWPORT CROSSING

On 8/20/08, we saw in the “For Rent Magazine” an advertisement stating that newly renovated apartments were available to rent at NEWPORT CROSSING located at 7311 Coal Creek Parkway SE, Newcastle, WA 98059. Phone: 425-228-7368. Fax: 425-271-8754. Its manager's name was STACEY PEGRAM. We decided to move into one of them.

If the reader is interested in viewing the “For Rent Magazine” Advertisement for newly renovated apartments at Newport Crossing then please go to hyperlink [For Rent Magazine Advertisement](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 8/24/08, we came to Newport Crossing to view a top floor one bedroom renovated apartment. Its leasing agent, JENNIFER ENGEL, told us that only one such apartment was available, and that it would not be ready for occupancy until 9/1/08. Therefore, we would not be able to view it before then. So we decided that if she could put it in writing that the apartment we were interested in was newly renovated we would not have to view it. She agreed to do so and wrote on the Deposit and Rent Status Form the following: “This unit will be fully renovated with luster expresso cabinetry, new carpet, paint, and blinds, linoleum, appliances, light fixtures with exception of washer and dryer”. Afterwards she signed it. After that, we put a holding deposit on it.

If the reader is interested in viewing Newport Crossing's Deposit and

Rent Status Form then please go to hyperlink [Deposit and Rent Status Form](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 9/1/08, we signed up to lease Unit #E-304, a one bedroom top floor apartment, for a seven month lease term from 9/1/08 to 3/31/09 for \$1205.00 per month. But from the get-go, our stay at Newport Crossing was a catastrophe. Though it was our move in date, Jennifer made us wait half a day to get the keys for our apartment because management did not know where they were. When we finally got to enter our newly renovated never lived in before apartment we opened the door to an ungodly mess. Unsanitary dried up bird droppings were all over the patio, plastered onto its floor, walls, railings, and roof. Even the one light fixture had not escaped the bird's aerial bombings. It wasn't until a few days after we moved in that the bird abandoned its nest. God only knows how long it had used the balcony as its private domain to dump its bird crap...The bathtub/shower – you know the place you bathe in – was left completely unfinished. Old paint flakes as large as deluxe party sized corn chips were falling off of the walls of the shower enclosure into the bathtub surround; there was no caulking around the tub; and the water nozzle and cold and hot water knobs had not been installed...The so called newly renovated kitchen and bathroom cabinets had paint peeling off of them; underneath the kitchen sink, new paint had been applied over old wall paper instead of on fresh primer over the wood and so it too had peeled off; and the drawer railings on all of the bathroom and kitchen cabinets did not slide properly and so their drawers needed to be replaced...There were no window blinds in the bathroom and the window blind in the bedroom was so badly warped it needed to be replaced as well...The paint job throughout the apartment was so tacky, because it had not been cured properly, that throughout our entire stay we had to be cautious not to allow any objects or items to make contact with the walls. Unfortunately, my yoga ball accidentally rolled against the bedroom wall one day. After that, it had irremovable paint stuck to its surface and so I had to dispose of it and get a new one...The washing machine was broken and had to be replaced. I had never seen such a sight in all of the years that I have been renting apartments. I was completely shocked and utterly appalled! Thusly, I marched over to the Leasing Office to speak to manager, Stacey Pegram, about the unbelievably uninhabitable condition my so-called newly refurbished apartment was in. I no longer wished to live there, so I proposed that Newport Crossing keep my holding deposit and application fee but dissolve my newly signed Lease Agreement. Stacey Pegram flat out refused. Instead she insisted that all of the items of concern would be replaced or repaired accordingly. In the meantime we were paying rent for every day that they were not.

If the reader is interested in viewing Newport Crossing's Rental Agreement Lease then please go to hyperlink [Newport Crossing Lease](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 9/3/08, the maintenance crew at Newport Crossing replaced or repaired all of the items of concern. However, the bathtub/shower enclosure/surround had not gotten fixed. I had to send not one but two faxes to the staff of Newport Crossing, the first was dated 9/8/08, and the second was dated 9/12/08, requesting that it be done before Management paid any attention to it. It wasn't until 9/18/08, that Newport Crossing's Contracting Company, Red Rock Resurfacing, came at 9:00 in the morning and resurfaced the bathtub/shower enclosure/surround. Nonetheless, as per their instructions, we had to vacate our apartment for the entire day and we could not use our bathtub/shower for the next two days. Not having anyone to stay with or anywhere to go to we checked into the Marriot Spring Hill Hotel for one night. It was the only lodging within reasonable distance from our home that accepted cash as payment. We did not own any credit cards. The cost of our one night stay was \$190.80 and because we lost habitability in our apartment that day we also lost a day's rent. Calculating our rent at \$1175.00 per month (\$30.00 carport fee not included) divided by the 30 days of September our rent came to \$39.17 per day. Adding this per diem cost to the total hotel bill gave us a monetary loss of \$229.97 due to Newport Crossing's negligence.

If the reader is interested in viewing Newport Crossing's Work Order dated 9/2/08 then please go to hyperlink [Newport Crossing Work Order](http://www.bullcrapbusters.com/Newport_Crossing_Work_Order) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the Laham's Faxes to Newport Crossing dated 9/8/08, and 9/12/08 then please go to hyperlink [Faxes Newport Crossing](http://www.bullcrapbusters.com/Faxes_Newport_Crossing) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the Laham's Faxes to Newport Crossing dated 9/19/08, and Newport Crossing's Work Order dated 9/23/08, then please go to hyperlink [Faxes Newport Crossing](http://www.bullcrapbusters.com/Faxes_Newport_Crossing) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing Newport Crossing's Contracting Company Red Rock Resurfacing Fax dated 9/15/08 then please go to hyperlink [Fax Red Rock Resurfacing](http://www.bullcrapbusters.com/Fax_Red_Rock_Resurfacing) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the Spring Hill Suites Hotel Bill dated 9/18/08 then please go to hyperlink [Spring Hill Suites Hotel Bill](http://www.bullcrapbusters.com/Spring_Hill_Suites_Hotel_Bill) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 3/31/09 we moved out of our apartment at Newport Crossing.

If the reader is interested in viewing Newport Crossing's Move Out Statement along with Security Deposit Refund dated 4/5/09 then please go to hyperlink [Newport Crossing's Move Out Statement and Security Deposit Refund](http://www.bullcrapbusters.com/Newport_Crossing's_Move_Out_Statement_and_Security_Deposit_Refund) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Initially, we were outraged over the monetary losses that we had incurred as a result of Newport Crossing's manager, Stacey Pegram's, refusal to honor our tenants' rights; the right to have a habitable dwelling and full usage of our paid for apartment. That is until we summed up the monetary losses that Newport Crossing had incurred, which were greater than our own.

The table below illustrates this:

The Finalized Itemized Move-Out Charges to both Tenant and Landlord

#### Tenant's Move-Out Expenses

Insured Mailing for Return of Property \$11.75

Gas for Move-Out \$20.00

Video Camera of Move-Out Condition of Apartment \$10.00

#### Landlord's Move-Out Expenses

Rent Concession \$250.00

Tenant's unit being vacated one month \$1,205.00\*

**Grant Total Tenant's Expenses           \$41.75**

**Grand Total Landlord's Expenses \$1,455.00**

\*We re-visited our old apartment at Newport Crossing a month later. We noticed that the lights were off and the curtains were open.

**Newport Crossing lost \$1413.25 more money than we did.**

\* \* \*

We sought to sue the owners of Newport Crossing. So the first thing we did was find out who the owners of Newport Crossing were. Newport Crossing is located in King County in the State of Washington, so we checked out the website of the King County Hall of Records. That led us to an on-line set of maps for the King County Assessor's Office. Using that map, we were able to find the Parcel Number corresponding to their location – the Parcel Number was 2824059026. That map also contained a hyper-link that led us to an assessor information sheet, which contained its own hyper-links to a real estate tax affidavit # E2256923 and to a Grant Deed # 2006122101541. All three of these documents showed that an entity called PPC Newport LLC is the party who pays the property tax on Newport Crossing Apartments and owner of Newport Crossing Apartments

If the reader is interested in viewing the map of the parcel where Newport Crossing is located then please go to hyperlink [King County Parcel Map](http://www.bullcrapbusters.com/Parcel_Map) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the assessor information sheet for King County Parcel 2824059026 then please go to hyperlink [King County Assessor Information](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the real estate tax affidavit # E2256923 then please go to hyperlink [Real Estate Tax Affidavit](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the Grant Deed # 2006122101541 then please go to hyperlink [Grant Deed](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

To obtain some contact information on this PPC Newport LLC, we went to the website of the Corporations Division of the Department of State of the State of Washington. We found a webpage that identified their Registered Agent in the State of Washington as National Registered Agents Incorporated (NRAI), located at 1780 Barnes Boulevard SW, Building G, Tumwater, WA 98512. This webpage also named two persons, a Robert Kennis and a Jason Biggs, as governing persons of PPC Newport LLC. Both were at an address of 777 California Avenue, Palo Alto, CA. We then called NRAI and confirmed that their affiliate, called Unisearch, is in fact their affiliate in the State of Washington and is at the above address in Tumwater, WA.

If the reader is interested in viewing the file containing the details of contact information for PPC Newport LLC and its Registered Agent NRAI, and NRAI's affiliate Unisearch in the State of Washington then please go to the following hyperlinks at [www.bullcrapbusters.com](http://www.bullcrapbusters.com):

[Contact Information 14A](#)

[Contact Information 14B](#)

[Contact Information 14C](#)

On 6/8/09 we sent a letter of demand alerting the owners of Newport Crossing – a limited liability corporation called PPC NEWPORT LLC – that they owed us \$229.97 for Diminished Rental Value because (a) we had to vacate our apartment on 9/18/08 in order for the bathtub/shower enclosure to be fixed, and (b) if they refused to reimburse us for our monetary loss we would be forced to pursue legal action against them. The letter was sent via certified mail to NATIONAL REGISTERED AGENTS, INCORPORATED (NRAI) – the Registered Agents of the owner – in the State of Washington, located at 1780 Barnes Blvd., SW, Building G. Tumwater WA 98512. Phone: 800-722-0708. Fax: 800-531-1717.

Copies of the letter were also sent by facsimile to the following parties:

A) ROBERT KENNIS and JASON BIGGS, listed in the Corporations



Division of the Department of State of the State of Washington as managers of PPC Newport LLC, whose listed mailing address was 777 California Avenue, Palo Alto, CA 94304. Phone: 650-856-9800. Fax: 650-213-8849.

B) THE CORPORATE OFFICE OF PACIFIC PROPERTY COMPANY, located at 1601 5th Avenue, Suite 2230, Seattle, WA 98101. Phone: 206-973-2323. Fax: 206-838-4530.

C) Stacey Pegram, manager of Newport Crossing, located at 7311 Coal Creek Parkway SE, Newcastle, WA 98059. Phone: 425-228-7368. Fax: 425-271-8754.

If the reader is interested in viewing the Laham's first faxed and certified Letter of Demand dated 6/8/09 then please go to hyperlink [Letter of Demand](http://www.bullcrapbusters.com/Letter%20of%20Demand) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The Revised Code of Washington (RCW) 59.18.060 requires landlords to “keep the premises fit for human habitation ...” This includes maintaining the walls so as not to endanger the health or impair the safety of the tenants. And RCW 59.18.110 makes a landlord liable for diminished rental value that it causes a tenant by making it uninhabitable for any period of time during the tenancy.

If the reader is interested in viewing the text of RCW 59.18.060 and RCW 59.18.110 then please go to hyperlink [RCW's for Landlord's Duties](http://www.bullcrapbusters.com/RCW's%20for%20Landlord's%20Duties) [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

We then waited for three weeks for a reply from the above parties but did not receive any. So we decided to file our lawsuit against PPC Newport LLC, owners of Newport Crossing. Because their Registered Agent, NRAI/Unisearch is located in Tumwater, WA, which is in Thurston County, we were required to file our lawsuit in the District Court of Thurston County. This is per Revised Code of Washington (RCW) 3.66.020, which specifies that the district court have jurisdiction over any legal cases (called “action”) for recovery of money less than \$75,000, and RCW 3.66.040, which specifies that the legal action must be brought in the district court for the district in which PPC Newport LLC – or its Registered Agent – resides.

If the reader is interested in viewing the text of RCW 3.66.020 and RCW 3.66.040 then please go to hyperlink [RCW's for Lawsuit](http://www.bullcrapbusters.com/RCW's%20for%20Lawsuit) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 7/2/09, we filed our lawsuit with the Small Claims Thurston County District Court House located at 2000 Lakeridge Drive SW, Building #3, Olympia, WA 98502, for our legal claim against PPC Newport LLC, owners of Newport Crossing. Our legal claim was for Diminished Rental Value, as defined in Statutory law RCW 59.18.110 in the State of

Washington, as a result of Newport's Contractor making us vacate our apartment that was supposed to be fully renovated, but was not even fit for habitation when we began our tenancy. Our court date was set for 10/29/09.

If the reader is interested in viewing the Notice of Small Claim's document that the Lahams filed against Newport Crossing dated 7/2/09 then please go to hyperlink [Notice of Small Claim's at](http://www.bullcrapbusters.com/Notice_of_Small_Claim's_at) [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

RCW 4.28.080 specifies on whom a summons must be delivered, in the State of Washington. For a corporation, Section (9) of RCW 4.28.080 specifies that service of a summons must be upon the corporation's president or registered agent. Since PPC Newport LLC is incorporated in the State of Delaware, and the two listed managers are in State of California, the logical party on whom to serve the summons was the one in the State of Washington – namely its registered agent – NRAI. Also, RCW 4.28.185 establishes that any corporation doing business in the State of Washington subjects itself, and its registered agent, to the jurisdiction of the courts of the State of Washington.

If the reader is interested in viewing the Revised Code of Washington (RCW) Statutory Law 4.28.080 (9) and RCW 4.28.185, which respectively specify (a) on whom a summons is supposed to be served when suing a corporation in the state of Washington – namely the President of the Corporation or its Registered Agent – and (b) that any corporation doing business in the State of Washington subjects its Registered agent to the jurisdiction of its courts, then please go to hyperlink [RCW's For How to Serve Summons at](http://www.bullcrapbusters.com/RCW's_For_How_to_Serve_Summons_at) [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 7/6/09, the Sheriff's Office of the courthouse served summons for notice of small claim to NRAI, the Registered Agent for the owners in the State of Washington, located at 1780 Barnes Blvd., SW, Building G, Tumwater, WA 98512. Phone: 800-722-0708. Fax: 800-531-1717.

If the reader is interested in viewing the Proof of Service of Summons sent to the Debtor dated 7/6/09 then please go to hyperlink [Service of Summons at](http://www.bullcrapbusters.com/Service_of_Summons_at) [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 7/9/09, we received a Bed Bug Letter from Stacey Pegram, manager of Newport Crossing. It was postmarked 7/9/09, but backdated 6/26/09. Apparently, since the owners of Newport Crossing now knew that we knew whom to sue, they sent us a bed bug letter from Stacey Pegram, manager of Newport Crossing, in the hope of intimidating and manipulating us out of our resolve to get justice. Overall, this bed bug letter declared that Newport Crossing would not reimburse us for the cost of our expenses.

If the reader is interested in viewing Newport Crossing's Bed Bug Letter postmarked 7/9/09 then please go to hyperlink [Newport Crossing's Bed Bug Letter](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 7/17/09, we wrote our rebuttal letter and sent a copy of it by way of certified mail to the NRAI, the Registered Agent of Owners in the State of Washington, because NRAI does not accept faxes. We also sent copies of our rebuttal letter to by facsimile to the following parties:

- A) Stacey Pegram, manager of Newport Crossing.
- B) NRAI, the Registered Agent of Owners in the State of Washington.
- C) The Corporate Office of Pacific Property Company.
- D) Robert Kennis and Jason Biggs, listed in the Corporations Division of the Department of the State of Washington as managers of PPC Newport LLC.

[READER'S NOTE: IT DID NOT MATTER IF NEWPORT CROSSING HAD TO RENOVATE FOR FUNCTIONAL PURPOSES OR REMODEL FOR AESTHETIC APPEAL THE BATHTUB OF THE APARTMENT UNIT THE LAHAM'S WERE RENTING. EITHER WAY THE LAHAM'S LOST COMPLETE USAGE OF THEIR APARTMENT UNIT FOR A ONE DAY PERIOD DUE TO THE FUMES CAUSED BY THE RESURFACING PROCEDURE. THEREFORE, NEWPORT CROSSING WAS OBLIGATED TO REIMBURSE THE LAHAMS FOR ONE DAY'S WORTH OF LOST RENT AND ONE DAY'S WORTH OF LODGING EXPENSES].

If the reader is interested in viewing the Laham's second faxed Letter of Demand dated 7/17/09 then please go to hyperlinks [Second Letter of Demand](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 10/29/09, we came to the Thurston County District Court as prepared as we could be with our Oral Presentation for our day in court. As it turns out, PPC Newport LLC was a no show. Thusly, the presiding judge Honorable Brett Buckley, awarded us – the plaintiff – judgment by default against the defendant – PPC Newport LLC. We now had a court order against PPC Newport LLC to pay us the debt they owed us.

If the reader is interested in viewing the Laham's Court Case Presentation dated 10/29/09 then please go to hyperlink [Court Presentation Newport Crossing](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the Small Claims Judgment for Case # 28808 in the Thurston County District Court then please go to hyperlink [Small Claim's Judgment](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 11/25/09, we received a phone call from a staff member named Jason, (no last name given) who identified himself as the manager of Newport Crossing. He told our answering machine in a whisper that PPC

Newport LLC would reimburse us if we would fill out and sign a W-9 Form. After that he faxed the W-9 form over to us. We declined to do so because the W-9 form was an attempt to re-rationalize Newport's debt as a regular business expense so that (a) Newport could deduct the debt from their income taxes as an operating expense and (b) the IRS would consider the payment to us as taxable income. Thusly, we would have to pay income taxes on the judgment that we won! Hence, we would end up paying 28% income taxes out of our own pocket on the debt that Newport was under Court Order to pay!

If the reader is interested in viewing Newport Crossing's W-9 Fax dated 11/25/09 then please go to hyperlinks [Fax Newport Crossing's W-9 Form](http://www.bullcrapbusters.com/FaxNewportCrossing'sW-9Form) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The Revised Code of Washington (RCW) 12.40.105 gives a losing defendant thirty days to pay the judgment, after which the judgment becomes increased by any costs of collection and enforcement of the judgment. Also, RCW 12.40.110 gives the plaintiff the right (a) to have the case transferred to the District Court to permit collection activity and (b) to have the judgment entered in the docket of the District Court. This is officially called certifying the judgment.

If the reader is interested in viewing the text of RCW 12.40.105 and RCW 12.40.110 then please go to hyperlink [RCW on Failure to Pay Judgment](http://www.bullcrapbusters.com/RCWonFailuretoPayJudgment) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 12/8/09, we sent a letter to the Thurston County District Court's Civil Division requesting transfer of our Small Claims Case to the Civil Docket of the Thurston County Court, because PPC Newport LLC had failed to pay the judgment that they owed us within the thirty day time period allotted to them by law. Now PPC Newport LLC had an unpaid Court Order Judgment on record with Civil Court. This is like getting a black mark on one's credit report. Only the business gets this unfavorable credit rating, not the consumer. So if PPC Newport LLC ever decided to take out a loan on their property, the bank might look at their unpaid court order and decide to hike up the interest rate on their loan, because PPC Newport LLC ignores the law and does not pay off its debts.

On 12/16/09 the Thurston County District Court's Civil Division transferred our Small Claims Case Number 28808 to its Civil Docket, with a new case number of 86192 CV. We received a copy of the Docket report documenting this transfer of the case on 12/22/09.

If the reader is interested in viewing the Laham's Letter of request to transfer Small Claims Case to the Civil Docket Letter dated 12/8/09 then please go to hyperlinks [Request Transfer Small Claims to Civil Docket](http://www.bullcrapbusters.com/RequestTransferSmallClaimstoCivilDocket) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the transfer of Small Claims Case to the Civil Docket Letter dated 12/22/09 then please go to hyperlink [Transfer Small Claims Case to Civil Docket](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Now that the District Court certified the judgment, we could begin the process of collecting on our judgment debt. The first step was to request the District Court for a Writ of Garnishment. The statutory laws of the State of Washington, set in RCW Chapter 6.27, “Garnishments,” specify the form and content of such a Writ of Garnishment. In particular, RCW 6.27.60 specifies the form and content of a petition to the Court for a Writ of Garnishment. RCW 6.27.080 specifies what information on the defendant and his bank account is to be included in the Writ of Garnishment. RCW 6.27.090 specifies that the Writ of Garnishment must state the amount that the financial institution (i.e. bank) is directed to hold for the plaintiff to collect on it. RCW 6.27.100 specifies the form of the Writ of Garnishment. .

Furthermore, the statutory laws in RCW Chapter 6.27, “Garnishment,” also specify how the Writ of Garnishment is to be served in order for it to be valid and binding on both the defendant and garnishee. RCW 6.27.110 requires that the copy of the Writ of Garnishment served on the garnishee be accompanied with four copies of an answer form described in RCW 6.27.190 and self addressed stamped envelopes (SASE) addressed to the Court, Defendant, and Plaintiff. RCW 6.27.130 requires service of the Writ of Garnishment on the Defendant. RCW 6.27.190 specifies the form and information that the garnishee must provide in his answer to the Writ of Garnishment. And RCW 6.27.200 makes the garnishee himself liable for the amount listed on the Writ of Garnishment if he fails to answer the Writ of Garnishment in the time proscribed therein.

Finally, the statutory laws in RCW Chapter 6.27, “Garnishment,” specify how to collect once the plaintiff receives the answer to the Writ of Garnishment. RCW 6.27.250 specifies that the Court can order the garnishee to pay the amount given on the Writ of Garnishment to the plaintiff. RCW 6.27.260 specifies that such a judgment on the garnishee may be executed on just like any other judgment. And RCW 6.27.265 specifies the form of the document of such a judgment against the garnishee, called a “Judgment on Answer and Order to Pay,” or JDAGD.

If the reader is interested in viewing the text of the various sections of RCW Chapter 6.27, “Garnishments,” then please go to hyperlink [RCW's on Garnishment](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 12/22/09, we processed the legal paperwork known as the Application for Writ of Garnishment in order to levy on the defendant's bank account, since we knew where the defendant banked at and what



the defendant's bank account was. This was because we noticed that Newport Crossing deposited all of our rent checks into this particular bank account. In addition, Newport Crossing issued us one check for our security deposit refund, which displayed both their routing number and their bank account number on it. It pays to patronize a bank that will give you front and back images of your cancelled (withdrawn) checks since this allows you to find out such information. It also pays to make a copy of any check you get from a landlord for deposit into your bank account in order to glean such information on the face of the check.

If the reader is interested in viewing Newport Crossing's Security Deposit Refund dated 4/14/09 then please go to hyperlink [Newport Crossing's Security Deposit Refund Check](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The Application for Writ of Garnishment now entitled us to collect upon the Court Order judgment that PPC Newport LLC owed us, which was now \$308.97 – \$229.97 for the original debt plus court costs – filing fee \$39.00 and service fee \$40.00. In addition, the Application for Writ of Garnishment also entitled us to collect on the Transfer to the Civil Docket fee - \$20.00, the Writ of Garnishment fee - \$12.00, the Judgment on Answer and Order to Pay fee - \$20.00 and the Service and Affidavit fees for sending summons to both the debtor – PPC Newport LLC and the garnishee – Wells Fargo Bank. The court order judgment along with the collection fees above now rendered the total outstanding debt at \$460.97. The original amount of money that PPC Newport LLC owed us had now doubled because PPC Newport LLC refused to simply pay it off.

If the reader is interested in viewing the first Application for Writ of Garnishment dated 12/22/09 then please go to hyperlink [First Application of Writ of Garnishment](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the Proof of Service of Summons sent to the Debtor dated 12/22/09, and the Proof of Service of Summons sent to the Garnishee dated 12/28/09 then please go to hyperlink [Proof of Service of Summons](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 1/11/10 the garnishee answered the Writ of Garnishment by acknowledging that PPC Newport LLC had at least \$460.97 in their Wells Fargo Bank Account. This meant that the money was available for us to collect upon.

If the reader is interested in viewing the First Answer to the Writ of Garnishment dated 1/11/10 then please go to hyperlink [First Answer to Writ of Garnishment](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The final and last step in the legal processes for collecting upon the debtor's - PPC Newport LLC - outstanding debt to us was for us to fill out the legal paperwork entitled "Judgment on Answer and Order to

Pay” Form. It basically states that we, the plaintiff, have been awarded judgment against the garnishee – Wells Fargo Bank – for the amount of money that the garnishee claimed was available in the defendant’s bank account, which was \$460.97. Therefore, “The plaintiff is awarded judgment against the garnishee in the amount of \$460.97”.

The Judgment on Answer and Order to Pay form also states that we, the plaintiff, have been awarded judgment against the debtor’ defendant – PPC Newport LLC – for any other recoverable costs that we were not able to collect upon. If the garnishee, Wells Fargo Bank, could not pay us the entire \$460.97 PPC Newport LLC owed us, because the bank account of PPC Newport LLC did not have that much money in it, we would put into this blank the balance still owing. It basically states that we, the plaintiff, have been awarded judgment against the defendant – PPC Newport LLC, which was \$126.62. Therefore, “The plaintiff is awarded judgment against the debtor in the amount of \$126.62”. The \$126.62 included a ten dollar court order to pay fee, a fifty dollar fee to serve summons on the garnishee – Wells Fargo Bank and another fifty dollar fee to serve summons on the defendant/debtor – PPC Newport LLC, as well as a total of sixteen dollars and sixty two cents for certified mailing postage fees.

This was when we realized that we had made a mistake. We had forgotten to include ALL of the collection costs that we will incur in the future as a result of attempting to collect the money PPC Newport LLC owed us from the past.

If the reader is interested in viewing the First Answer and Order to Pay Form dated 3/2/10 then please go to hyperlink [First Answer and Order to Pay Form](http://www.bullcrapbusters.com/First-Answer-and-Order-to-Pay-Form) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the Proof of Service of Summons sent to the Debtor dated 3/26/10, and the Proof of Service of Summons sent to the Garnishee dated 3/26/10 then please go to hyperlink [Proof of Services of Summons](http://www.bullcrapbusters.com/Proof-of-Services-of-Summons) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The table below illustrates:

The Lawsuit Expenses that both Tenant and Landlord Incurred/ Initial Attempt to Collect on Court Order Judgment:

#### Tenant’s Expenses for Lawsuit

Summons Fees to Garnishee \$50.00  
 Summons Fees to Defendant \$50.00  
 Answer on Order to Pay Fee \$10.00  
 Postage Fees \$33.24  
 Court Reimbursement Summons Fees [\$30.00]

### Landlord's Expenses for Lawsuit

One hour Attorney's cost for Bed Bug letter \$150.00  
For Answer on Order to Pay Document

Court Order Judgment \$460.96  
For Answer on Order to Pay Document (\$229.97 Diminished Rental Value plus \$230.99 Collection costs)

**Grand Total Tenant's Expenses \$113.24**

**Grand Total Landlord' Expenses \$610.96**

\* \* \*

On 4/2/10, the Garnishee, Wells Fargo Bank sent us a check in the amount of \$460.97. This payment took care of the original judgment plus most of our collection costs.

If the reader is interested in viewing the First Payment from Garnishee dated 4/2/10 then please go to hyperlink [First Payment from Garnishee](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

We now had to find out how to collect on the remaining \$126.62 part of the judgment. We decided to go to the “FREE LEGAL CLINIC” in Seattle where lawyers give free legal advice. We were told by this free legal clinic that we would get whomever they had available to council us, not a lawyer who specializes in our particular legal concern, which was collections. On 2/8/10 we went to what is called “NEIGHBORHOOD SERVICE CENTER located at 8515 Greenwood Avenue North, Seattle, WA 98103. Phone: 206-267-7070. We spoke to attorney SHELLEY HAMMUCK. Also on 2/16/10 we went to another one of the Free Legal Clinic's sites called “EASTSIDE LEGAL CLINIC” located at 3815 S. Othello St. Suite 105, Seattle, WA 98118. Phone: 206-267-7070. We spoke to an attorney named LAURIE (she refused to give us her last name). Both lawyers told us the same thing: We asked them if we had made a mistake in not including all costs regarding the debt owed to us, specifically, the processing and serving a Judgment on Answer and Order to Pay in our Writ of Garnishment. They told us that we had not. “One was not legally permitted to do so” they said. After that, we asked them how to collect on the remainder of the debt that was still owed to us. Both lawyers told us, “The Judgment on Answer and Order to Pay Form is the last step in the legal process to collect on an outstanding debt, unless one decides to collect recoverable costs. One must collect on the Court Order Judgment first. Then one has to do the Writ of Garnishment as many times as necessary to collect outstanding recoverable costs. One can ask the Judge to amend the Court Order Judgment so as not to have to loop the Writ of Garnishment Process over and over and over again to collect recoverable costs. If judge agrees, we must wait thirty days to see if debtor pays debt. After

that, we write ‘amended’ over the words ‘Judgment on Answer and Order to Pay’ on a brand new Judgment on Answer and Order to Pay Form. Then we put the recovery costs in the blanks for recovery costs.”

We thought about what both attorneys told us. But the more we thought about it the less it made any sense. And laws are supposed to make sense. Collecting on a debt woulda, shoulda, coulda not entail having to go through a merry-go-round bubble gum process indefinitely. The collector of the debt ought to be able to close the loop by being able to collect on all the debts – both past and future – incurred as a result of a lawsuit. So we decided to use a judge at the Thurston County District Court House as our acting attorney. The judge was going to tell us whether or not we can collect ALL fees at the same time that were related to the collection of the outstanding debt owed to us. We did this by submitting a second Writ of Garnishment that included within it ALL collection costs. Then, we waited for the judge to answer whether or not we can collect ALL fees at the same time by signing this second Writ of Garnishment. It only cost us \$12 for submitting it.

Result, the Honorable Judge Brett Buckley at the Thurston County District Court House approved our second Application of Writ of Garnishment dated 1/24/11 by signing it. Thusly, the outstanding debt the PPC Newport LLC owed us not only rose once more, it doubled. Our second Writ of Garnishment now included within it ALL of our collection costs from the beginning of the legal process to its end. Hence, there was now the outstanding debt of \$126.62, which included a \$10 court order to pay fee, a \$50 fee to serve summons on the garnishee – Wells Fargo Bank, and another \$50 fee to serve summons on the defendant – PPC Newport LLC, as well as a total of \$16.62 for certified mailing postage fees that we had by mistake failed to include when we filled out the legal paperwork the first time around. Plus, the additional collection fees related to it: The \$12.00 filing fee for the Application of Writ, the \$10.00 filing fee for the Judgment on Answer and Order to Pay Form, \$200.00 for the service and affidavit fees for both the Writ of Garnishment and the Judgment on Answer and Order to Pay legal processing paperwork for both garnishee – Wells Fargo Bank and debtor – PPC Newport LLC, \$20.00 fee for the garnishee – Wells Fargo Bank to Answer our Writ of Garnishment, and last but not least \$39.84 for all related certified mailings. The new grand total was \$408.46. The lawyers at the Free Legal Clinic had told us wrongly!

If the reader is interested in viewing the Second Application of Writ of Garnishment dated 1/24/11 then please go to hyperlink [Second Application of Writ of Garnishment](http://www.bullcrapbusters.com/SecondApplicationofWritofGarnishment) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Before we proceeded once again to process the legal paperwork necessary to collect on this debt we had to make sure that the owners of Newport Crossing Apartment Homes – PPC Newport LLC – still had the same bank account at Wells Fargo Bank that they had one year ago that

we had already levied upon. So on 12/28/10, we wrote out a check addressed to Newport Crossing Apartment Homes in the amount of \$1.00. On the back of the check we wrote “For deposit only...PPC Newport LLC...Operating Account care of FPI Management Company...Account Number... and we listed what the known numbers were...at Wells Fargo Bank N.A.” On 12/29/10 the check cleared our bank. We got both front and back imaging of it showing that it had been paid upon to PPC Newport LLC when our bank statement came. Thusly, we knew without a shadow of a doubt that, that same bank account was still open.

If the reader is interested in viewing the Laham’s Check Out Process regarding verification of Newport Crossing’s bank account please go to hyperlink [Laham's Check Out Process](http://www.bullcrapbusters.com/Laham's%20Check%20Out%20Process) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 1/14/11, PPC Newport LLC sent us a check in the amount of \$1.00. Their explanation for doing so was, “For Reimbursement”. Apparently, PPC Newport LLC suspected the \$1.00 deposit came from us and that we were therefore going to attempt to levy upon their bank account, once again, for the remainder of the court order outstanding debt that they still owed us. Nonetheless, PPC Newport LLC was unable to be sure as to who put that money into their bank account. So they sent us their own check in the amount of \$1.00 hoping that we would deposit it into our bank account to let them know for certain. We refused to do so in order to deny them such knowledge so that they would not close out their bank account denying us the right to collect the money they still owed us.

If the reader is interested in viewing Newport Crossing’s Check Out Process regarding verification that the Lahams were verifying Newport Crossing’s bank account please go to hyperlink [Newport Crossing's Check Out Process](http://www.bullcrapbusters.com/Newport%20Crossing's%20Check%20Out%20Process) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 1/31/11, we had the Thurston County Court House Sheriff’s Office serve summons upon both the garnishee – Wells Fargo Bank – and the debtor – PPC Newport LLC –for both the Writ of Garnishment and the Answer to the Writ of Garnishment.

If the reader is interested in viewing the Proof of Service of Summons sent to the Debtor dated 1/31/11, and the Proof of Service of Summons sent to the Garnishee dated 1/31/11 then please go to hyperlink [Proof of Services of Summons](http://www.bullcrapbusters.com/Proof%20of%20Services%20of%20Summons) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 2/10/11, the garnishee – Wells Fargo Bank – Answered the Writ of Garnishment that indeed the defendant – PPC Newport LLC – did have within their bank account the \$408.46 debt that was still owed to us.

If the reader is interested in viewing the Second Answer to the Writ of Garnishment dated 2/10/11 then please go to hyperlink [Second Answer](http://www.bullcrapbusters.com/Second%20Answer)



to Writ of Garnishment at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 2/16/11, we sent via certified mail our second Judgment on Answer and Order to Pay Form in the remaining debt amount of \$408.46 to the Thurston County District Court House. It was received on 2/17/11. It was approved on 3/7/11. As we had always done before, we sent a Self Address Stamped Envelope to the Court House, so that the Court House can send it back to us. But they never did. Upon inquiry the Thurston County District Court House told us that we had to pay \$1.50 to get a copy of our second Answer and Order to Pay Form. Nevertheless, we drove down to the Thurston County District Court House and paid the fee. After we did so, the Thurston County District Court House gave us a copy of our second Judgment on Answer and Order to Pay Form. That was WEIRD! We never had to do this before and the receipt said that the \$1.50 fee that we paid was for “Copy/Tape Fees”, which this was not.

If the reader is interested in viewing the Second Answer and Order to Pay Form dated 3/7/10 then please go to hyperlink Second Answer and Order to Pay Form at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 4/19/11, we had the Thurston County Court House Sheriff’s Office serve summons upon the garnishee – Wells Fargo Bank – and on 4/20/011 upon the debtor – PPC Newport LLC – with the final step in the legal process – the Judgment on Answer and Order to Pay Form ordering the garnishee – Wells Fargo Bank- to pay us what the defendant – PPC Newport LLC – still owed us. In this go around we filled in the blank that stated “that plaintiff is awarded judgment against garnishee in the amount of \_\_\_\_\_ with the amount of entire amount of the judgment, \$408.46; and we filled in the blank that stated “that plaintiff is awarded judgment against the defendant in the amount of \_\_\_\_\_ with the amount of \$0.00 “for recoverable costs”.

If the reader is interested in viewing the Proof of Service of Summons dated 4/18/11 served upon the Garnishee, and the Proof of Service dated 4/18/11 served upon the Debtor then please go to hyperlink Proof of Services of Summons at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 4/20/11, we cashed in at Wells Fargo Bank the \$1.00 check that PPC Newport LLC had given to us since we now knew that we were going to be able to collect on the remainder of the debt that PPC Newport LLC still owed us.

If the reader is interested in viewing the receipt from Wells Fargo Bank in the amount of \$1.00 dated 4/20/11 then please go to hyperlink Wells Fargo Bank One Dollar Receipt at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 5/11/11, we received from the Legal Department of Wells Fargo Bank a cashier’s check in the amount of \$408.46 for the remainder of the debt that PPC Newport LLC still owed us.

If the reader is interested in viewing the Second Payment from Garnishee dated 5/11/11 then please go to hyperlink [Second Payment from Garnishee](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The table below illustrates:

The Lawsuit Expenses that both Tenant and Landlord Incurred/ Final Attempt to Collect on Court Order Judgment:

#### Tenant's Expenses for Lawsuit

Court Reimbursement Summons Fees [\$25.00]

#### Landlord's Expenses for Lawsuit

Court Order Judgment \$408.46

(\$126.62 Outstanding Balance Owed plus  
\$281.84 Collection costs)

**Grand Total Tenant's Expenses \$00.00**

**Grand Total Landlord' Expenses \$408.46**

\* \* \*

**In summary, PPC Newport LLC paid a grand total of \$1,019.42 for lawsuit expenses when all they had to do was reimburse us for the \$229.97 for one day's worth of diminished rental value and overnight hotel stay that they owed us. We had no expenses.**

#### ASBURY PARK

On 1/23/09 we moved into ASBURY PARK located at 12821 126th Way NE Kirkland, WA 98034. Phone: 425-821-8060. Fax: 425-821-7585. Property managed by WEIDNER. Manager's name was SAMANTHA BAILEY-SMITH.

We leased a studio on the top floor B6 which was a newly renovated unit located at 12527 NE 30th Court Kirkland, WA 98034 for a sixth month lease term for \$899.00 per month from 1/23/09 through 7/31/09.

According to Asbury Park's Lease Utility Addendum item #2 and #3 states, "...for utilities resident shall pay the amount stated in a separate bill received each month from Velocity. If...you do not receive your utility bill...prior to the first of the month, please contact the management office. Utilities shall be...payable on the first day of each month..."

If the reader is interested in viewing Asbury Park's Lease then please go to hyperlink [Asbury Park's Lease](http://www.bullcrapbusters.com/Asbury_Park's_Lease) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 3/26/09 I sent a fax to the management of Asbury Park stating the following:

“...as of today's date we have not received our water bill. We were told that we would receive our first water bill forty five days after we moved in...sixty two days have passed, but no water bill has been delivered to our address...”

If the reader is interested in viewing fax to Asbury Park dated 3/26/09 then please go to hyperlink [Fax Asbury Park](http://www.bullcrapbusters.com/Fax_Asbury_Park) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

We received no reply from Asbury Park's management.

Later that same day, when I went to retrieve my mail, in my mailbox was the water bill I had been inquiring about. It was dated 3/23/09 due 4/1/09. It came in a window envelope with a presorted first class mail U.S. postage paid stamp on it that had not been cancelled by the Post Office. On 3/26/09 we paid our water bill.

If the reader is interested in viewing Asbury Park's water bill dated 3/23/09 and payment of it then please go to hyperlink [Asbury Park's Water Bill](http://www.bullcrapbusters.com/Asbury_Park's_Water_Bill) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 4/27/09 we sent our second fax to the management of Asbury Park stating the following:

“We are not getting our water bills. We have received only one water bill on 3/26/09. Therefore, we are requesting that you sent our water bill by facsimile to our fax number which is...”

Concurrently, on 4/27/09 we sent the following fax to Velocity, Asbury Park's water bill company, and to Weidner's Corporate Office:

“We are not getting our water bills. We do not want to be late on our water bill payments. We have been told that we are to receive our water bills through our apartment building management...We have contacted management several times regarding this matter but they have not responded”.

If the reader is interested in viewing fax to Asbury Park, Velocity, and Weidner Corporate Office dated 4/27/09 then please go to hyperlink [Faxes Asbury Park, Velocity, and Weidner](http://www.bullcrapbusters.com/Faxes_Asbury_Park,_Velocity,_and_Weidner) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

We received no replies.

So by telephone we contacted Velocity. They told us that it was Asbury Park's management's job to send the water bills to us, not theirs. But they agreed this one time to fax us a copy of it. On 4/27/09 we received a fax from Velocity Utility Services, which contained a copy of our water bill. Its billing date read "4/27/09". On 4/27/09 we paid our second water bill.

If the reader is interested in viewing fax from Velocity dated 4/27/09 and payment of water bill then please go to hyperlink [Fax Velocity](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 4/29/09, JENNIFER FRENCH, the Regional Manager of Weidner's Corporate Office sent us the following letter:

"...I received a letter stating that you have not received your water bill. I have confirmed with the Community Director (Samantha Bailey-Smith, Manager of Asbury Park) that other residents have been receiving their (water bill) invoices. These water (bills) are printed on a postcard and are not in an envelope and can be mistaken for advertisements. The bills are sent from a central billing location separate from Asbury Park by the billing company. We receive the monthly bills through a download into our system at the end of each month from the utility (Velocity water bill) company. If you do not receive a water bill in the future we would be more than happy to print a copy for you from our files. If you have any further questions...contact the Community Director Samantha Bailey-Smith".

If the reader is interested in viewing the letter from the Regional Manager of Asbury Park dated 4/29/09 then please go to hyperlink [Jennifer French](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The following is our faxed reply in excerpt format dated 5/6/09:

"When we moved to Asbury Park both the manager, Samantha Bailey-Smith and Danielle Gibson, the leasing agent, told us that Asbury Park Management sends us our water bills. Our first and only water bill came from Asbury Park in an invoice through a thin window envelope in spite of the fact that we have sent many faxes over the months alerting Asbury Park's Management that we are not getting our water bills. Asbury Park's Management is a hop, skip, and a jump away from our door, not over the mountains, or across the ocean, or falling from the sky, or climbing out of a volcano, etc. Therefore, it is beyond our comprehension why Weidner Management is not giving us our water bills".

If the reader is interested in viewing fax sent to the Regional Manager of Asbury Park dated 5/6/09 then please go to hyperlink [Fax Jennifer French](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 5/17/09 we sent our third fax to Asbury Park Management stating the following:

“We are not getting our water bills. We have received only one water bill on 3/23/09. Therefore, we are requesting that you sent our water bill by facsimile to our fax number which is...”

We received no reply from Asbury Park’s management.

Concurrently on 5/17/09 we sent the following fax to Velocity, Asbury Park’s water bill company, and to Weidner’s Corporate Office:

“We are not getting our water bills. We do not want to be late on our water bill payments. We have been told that we are to receive our water bills through our apartment building management...We have contacted management several times regarding this matter but they have not responded. Therefore, we are requesting that you sent our water bills by facsimile to our fax number...”

If the reader is interested in viewing fax to Asbury Park, Velocity, and Weidner Corporate Office dated 5/17/09 then please go to hyperlink [Faxes Asbury Park, Velocity, Weidner](http://www.bullcrapbusters.com/Faxes/Asbury_Park_Velocity_Weidner) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

We received no replies.

On 5/18/09 I went to retrieve my mail and in my mailbox was the third water bill I had been inquiring about. Its billing date read “5/12/09”. Its due date read “6/1/09”. It came in a window envelope with a presorted first class mail U.S. postage paid stamp on it that had not been cancelled by the Post Office. On 5/18/09 we paid our water bill.

If the reader is interested in viewing Asbury Parks water bill dated 5/12/09 and payment of the water bill then please go to hyperlink [Asbury Park's Water Bill](http://www.bullcrapbusters.com/Asbury_Park's_Water_Bill) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 6/21/09 we sent our fourth fax to the management of Asbury Park stating the following:

“We are not getting our water bills. Therefore, we are requesting that you sent our water bill by facsimile to our fax number which is...”

We received no reply.

Concurrently on 6/21/09 we sent the following fax to Asbury Park, Velocity Asbury Park’s water bill company, and to Weidner’s Corporate Office:



“We are not getting our water bills. We do not want to be late on our water bill payments. We have been told that we are to receive our water bills through our apartment building management...We have contacted management several times regarding this matter but they have not responded. Therefore we are requesting that you send our water bills by facsimile to our fax number which is...”

We received no replies.

If the reader is interested in viewing fax to Asbury Park, Velocity, and Weidner Corporate Office dated 6/21/09 then please go to hyperlink [Faxes Asbury Park, Velocity, and Weidner](http://www.bullcrapbusters.com/Faxes%20Asbury%20Park,%20Velocity,%20and%20Weidner) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 6/24/09, even though the water bill clearly states, “You are responsible for paying the CORRECT amount in a timely manner”, we sent an estimated water bill payment to the management of Asbury Park since we never received our water bill.

If the reader is interested in viewing estimated payment for water bill then please go to hyperlink [Estimated Payment Water Bill](http://www.bullcrapbusters.com/Estimated%20Payment%20Water%20Bill) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 6/25/09, Asbury Park put out a flier to all of its residents that read, “June 25th will be my last day as Community Director at Asbury Park”. Samantha Bailey Smith, the manager of Asbury Park, signed it.

If the reader is interested in viewing Asbury Park’s Flier’s message from the manager of Asbury Park then please go to hyperlink [Samantha Bailey Smith Flier](http://www.bullcrapbusters.com/Samantha%20Bailey%20Smith%20Flier) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 6/30/09 our fifth water bill showed up in our mailbox. Its billing date read “6/25/09”. Its due date read “7/1/09”. It had come in a window envelope with a presorted first class mail U.S. postage paid stamp on it that had not been cancelled by the Post Office.

If the reader is interested in viewing Asbury Park’s belated water bill then please go to hyperlink [Asbury Park's Water Bill](http://www.bullcrapbusters.com/Asbury%20Park's%20Water%20Bill) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 7/24/09 we asked our “next” door neighbor and the neighbor below us on the first floor if they were getting their water bills. They both told us that they did not receive their water bill that was due 7/1/09 or their water bill that was due 5/1/09 and that the rest of their water bills had come late.

On 7/1/09, we sent our twenty-day written notice to the staff of Asbury Park of our intent to vacate our tenancy at Asbury Park by 7/31/09.

If the reader is interested in viewing Notice to Vacate then please go to hyperlink [Notice to Vacate](http://www.bullcrapbusters.com/Notice-to-Vacate) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

As soon as our lease expired on 7/31/09, we moved out of our apartment at Asbury Park. We no longer desired to have to document that we were not receiving our water bills. We no longer wished to be subjected to the probability of being put into arrears in our rent due to having to pay water bills late because the management of Asbury Park was not delivering our water bills to us in a timely manner. In addition, we no longer wanted to be subjected to Asbury Park's Regional manager implying that it was our fault that we were not getting our water bills by telling us that the other tenants of Asbury Park were receiving their water bills, when ipso facto, they were not.

On 7/7/09 we sent the following fax to the management of Asbury Park:

“On 6/26/09 you received our estimated water bill payment due 7/1/09 in the amount of \$100.00. It cleared our bank on 6/30/09. We are therefore requesting that you reimburse us for the \$43.74, which is the difference between the amount that we paid and the amount that we owed for the water bill”.

If the reader is interested in viewing the fax to Asbury Park sent 7/7/09 then please go to hyperlink [Fax Asbury Park](http://www.bullcrapbusters.com/Fax-Asbury-Park) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 7/7/09 we received the following fax from the new manager of Asbury Park:

“We do not reimburse. There will be a credit on your account at Asbury”, signed “Sandi”.

If the reader is interested in viewing the fax from Asbury Park sent 7/7/09 then please go to hyperlink [Fax Asbury Park](http://www.bullcrapbusters.com/Fax-Asbury-Park) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 7/8/09 we sent the following fax to the new manager of Asbury Park;

“We will be moving out of Asbury Park 7/31/09. So how do we get this money (\$43.74) back?”

If the reader is interested in viewing the fax to Asbury Park sent 7/8/09 then please go to hyperlink [Fax Asbury Park](http://www.bullcrapbusters.com/Fax-Asbury-Park) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 7/8/09 we received the following fax from the new manager of Asbury Park:

“...you will be refunded any balance and deposit...”, signed “Sandi”.

If the reader is interested in viewing the fax from Asbury Park sent 7/8/09 then please go to hyperlink [Fax Asbury Park](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 7/24/09 we received the following fax from the new manager of Asbury Park:

“I have enclosed your final water bill, which covers the period from 5/8/09 to 7/31/09. The bill is for \$175.03, which I would need you to pay before you move out. Also if you would like to have our company...clean your carpet...The cost...is \$49.00...”, signed “Sandi Jensen”.

If the reader is interested in viewing the fax from Asbury Park sent 7/24/09 then please go to hyperlink [Fax Asbury Park](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 7/28/09 we sent the following certified mail to the staff of Asbury Park:

“Enclosed you will find the following items: One check...made out to Asbury Park for Final Water Bill payment...\$175.03 minus deducted credit of \$43.74 for overpayment of earlier water bill, \$131.29 owed for Final Water Bill.

One check...made out to Asbury Park for Standard Studio Carpet Clean...in the amount of \$49.00 (no stain removal necessary as carpet in apartment B06 is without any stains).

Please send the refundable portion of our Security Deposit along with any itemized Move-Out Statement to the following forwarding address...”

If the reader is interested in viewing the letter regarding move out payments to Asbury Park sent 7/28/09 then please go to hyperlink [Letter Asbury Park](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 8/7/09 we sent the following fax to SANDI JENSEN, the new manager of Asbury Park:

“On 7/31/09 we received a PARTIAL Security Deposit Refund in the amount of \$112.94. On 7/31/09 you gave us our Move-Out Statement with your signature and date on it showing an additional \$187.06 Security Deposit Refund due to us. You told us we would receive this second Security Deposit Refund Check in a week. (We had come into the Leasing Office of Asbury Park and requested of Manager, Sandi Jensen personally that she give us the remainder of our Security Deposit

Refund in the amount of \$187.06. But she had refused telling us we would get it in the mail in a week). As of this date, we have not received it. According to Washington State Law RCW 59.18.280 you have fourteen days after the end of our Lease Term, which was 7/31/09, to refund us the Security Deposit that Asbury Park still owes us. Therefore, if we do not receive it by 8/14/09, you will be forcing us to pursue legal action against the owners of Asbury Park”.

If the reader is interested in viewing the fax to Asbury Park sent 8/7/09 along with cancelled final water bill payment check then please go to hyperlink [Fax Asbury Park Partial Security Deposit Refund](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

At the commencement of our Lease we issued a \$300.00 Security Deposit to Asbury Park.

If the reader is interested in viewing a copy of the Security Deposit to Asbury Park dated 1/22/09 then please go to hyperlink [Copy Security Deposit](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

During the interim, we held onto the partial Security Deposit Refund check in the amount of \$112.94. We did NOT deposit it into our bank account. We knew that by law if we cashed the partial Security Deposit Refund check this meant that we agreed to its amount and thereby that we were forfeiting the rest of the Security Deposit Refund Check in the amount of \$187.06 still owed to us by Asbury Park.

If the reader is interested in viewing the partial Security Deposit Refund Asbury Park sent to us 7/30/09 then please go to hyperlink [Initial Partial Security Deposit Refund](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 8/12/09 we received a check from Asbury Park in the amount of \$187.06. It was the remainder of the Security Deposit Refund Asbury Park owed us.

If the reader is interested in viewing the remainder of the Security Deposit Refund Asbury Park sent to us 8/12/09 then please go to hyperlink [Final Partial Security Deposit Refund](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

[NOTE TO READER: IN THE EVENT THAT YOU ARE GIVEN ONLY A PARTIAL PAYMENT THAT A BUSINESS OWES YOU, HOLD ON TO IT. DO NOT CASH IT UNLESS AND UNTIL THE BUSINESS GIVES YOU THE REST OF THE MONEY THAT IT OWES YOU. OTHERWISE BY LAW YOU WILL BE REQUIRED TO SETTLE FOR WHATEVER AMOUNT OF MONEY YOU ACCEPTED FROM THE BUSINESS. NEVER MIND THAT IT WAS NOT ALL OF THE MONEY THE BUSINESS OWED YOU].

**Asbury Park lost the continued patronage of excellent tenants who are extremely quiet, immaculately clean, and conscientiously pay in full and early all of our rent, utility and related charges.**

### THE ASHTON

On 8/1/09, we moved into the ASHTON located at 10710 NE 10th Street Bellevue, WA 98004. Phone: 425-452-0710. Fax: 425-452-0711. RENEE KVEK is the manager of the Ashton and TAYLOR LeFEBVRE was our Leasing Agent.

We leased a studio on the top floor for a sixth month lease term from 8/1/09 until 1/31/10 for \$1,500.00 per month. It was unit #714, which was a brand new high-rise apartment in a concrete wall-to-wall building. The apartment was furnished with marble kitchen and bathroom counter tops, tile flooring throughout the bathroom, wood flooring throughout the kitchen, refrigerator and freezer with build in ice maker and drinking water, ceramic stove top with dual ovens, a small one and a large one, heating, air conditioning, ceiling fans, front load washer and dryer, one entire side of the unit was donated to huge bay windows with sun screen blinds offering a full size gorgeous view of the surroundings, and Berber carpeting in the bedroom. Public amenities included a business center, a fitness center, two lounges with televisions, a theater, a cooking center, a bicycling exercise room, underground gated parking, stairwells and elevators, public bathrooms, an enclosed mailbox area, a roof terrace with barbecue, fireplace, and eating area, camera monitors throughout the lobby and parking areas, and even a concierge desk, etc.

If the reader is interested in viewing the Ashton's Lease then please go to hyperlink [Ashton's Lease](http://www.bullcrapbusters.com/Ashton's%20Lease) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

We reasoned that if we paid a high price for our monthly rent and lived in a plush apartment complex with all of the state of the art amenities in the ritzy city of Bellevue we woulda, shoulda, coulda receive decent treatment and some customer service.

On 9/14/09 we sent the following fax (it is in excerpt format) to the Corporate Office and to the Management of the Ashton:

“Washington VUE LP  
Care of the Hanover Company  
5847 San Felipe, Suite 3600  
Houston, Texas 77057  
Phone: 713-267-2100  
Fax: 713-267-2121

To Whom It May Concern,

We write to inform you that we will be vacating the premises of your



Ashton Bellevue Property...as soon as our brand new sixth month lease expires...because...Ashton is an unsafe place for us to live at due to the following:

On 8/1/09 we moved into our new home at the Ashton to discover that our washing machine was not working. On 8/7/09 when our washing machine was fixed, we asked for a copy of the work order pertaining to it. When we received the copy of the work order it was addressed solely to (the male spouse of the family). Hence, we made a request that all future correspondences from the Ashton be addressed to both (spouses of the family) or to unit #714, since we both are obligated to fulfill the rental lease agreement. A couple of days later we found a copy of the work order for the washing machine underneath our front door. It now had both of our names on it.

A few more days passed when Michael Laham got into the Ashton Elevator, touched the Elevator FAB Pad with his FAB key and pushed the Elevator button for the seventh floor (to our unit). But the Elevator refused to transport him to his destination. Instead it moved up several floors and then suddenly came to a halt before arriving at the seventh floor. Then, all of the elevator lights went out and the elevator's doors remained closed. The Ashton Elevator had completely shut down. Confused and surprised and not knowing what to do Michael Laham did the only thing he could do. He activated the Emergency Call Box. A Texas State Operator on the other end of the line answered his call. Michael Laham reported what was going on. Unbeknown to Michael Laham the operator decided to dispatch the Bellevue Washington State Fire Department to the rescue to deal with the emergency. In the meantime, not knowing if or when help would arrive in the sparsely populated brand new apartment complex, Michael Laham decided to try and free himself from the elevator. Luckily, the elevator was stopped on a floor, instead of in-between floors, so on an afterthought Michael Laham managed to pry the elevator doors open and walk away to his freedom, instead of plummeting to the bottom of the elevator shaft to his demise, making Elana Laham an untimely widow, and resulting in the Ashton Bellevue having a serious lawsuit on its hands.

Our assigned FAB key had been operating perfectly from the time that we moved in until this elevator incident. So, immediately, we reported our disabled FAB key to Michael, the concierge desk attendant. The following morning Leasing Agent, Taylor LeFebvre, collected our broken FAB key, gave us a temporary replacement FAB key to use, and then out of the blue said to us, "We only put the primary lease holder's name on work orders". About twenty-four hours later, our dead FAB key had been returned back to life without any explanation as to why it had suddenly died in the first place.

On 9/3/09, we reported the above incident to Manager, Renee Kvek. Her response was to accuse Michael Laham of forgetting to press the

elevator button to his designated floor. If this were true, then the Ashton Elevator would never have gone up any floors at all and its lights and doors would NOT have become de-activated. If this were true, then Ashton would NOT have given us a temporary FAB key. If this were true, then why after the elevator incident was our assigned FAB key NOT able to open Ashton's camera monitored private garage parking facility gate and NOT be able to open any of the doors leading to the entrance of the Ashton?

If the staff and management acted in a professional manner who perform "impeccable service" as Ashton's advertisements claim that they do, then they would have either a) with a smile upon their faces happily fulfilled our request appreciating that such feedback from their residence would improve Ashton's customer service performance, thereby benefitting Ashton as a business entity; or b) they would have simply told us that Ashton does not honor such a request. Instead, the staff and management created an UNNECESSARY POSSIBLY LIFE THREATENING EMERGENCY SITUATION by playing with Ashton's security devices as if they were TOYS.

CC: Ashton Bellevue Manager, Renee Kvek  
10710 NE 10th Street, Bellevue, WA 98004  
Phone: 425- 452-0710, Fax: 425-452-0711  
Or, 425-635-1021 (Ten20)

Since the Ashton Fax is NEVER on even after we requested it to be!"

If the reader is interested in viewing the fax to the Ashton sent 9/14/09 then please go to hyperlink [Fax Ashton Elevator Incident](http://www.bullcrapbusters.com/Fax%20Ashton%20Elevator%20Incident) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 9/14/09 we sent the following fax to the Corporate Office and to the Management of the Ashton:

"Ashton Bellevue  
10710 NE 10th Street  
Bellevue, WA 98004  
Phone: 425-452-0710  
FAX: 425-452-0711 or FAX: 425-635-1021

To the Staff and Management of Ashton,

We believe that it is necessary for our own protection to conduct all matters between us and Ashton Bellevue by way of either facsimile or mail. This includes all remaining payments for rent.

CC: Washington VUE, LP  
C/O The Hanover Company  
5847 San Felipe, Suite 3600

Houston, TX 77057  
Phone 713-267-2100/ Fax 713-267-2121”

If the reader is interested in viewing the fax to the Ashton sent 9/14/09 then please go to hyperlink [Fax to Ashton Safety Leasing Office at www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 12/12/09 we sent the following two faxes to ourselves to document another incident involving the Ashton Bellevue:

#### "ASHTON BELLEVUE POLICE CALL

On 12/12/09 @ approximately 11:30 p.m., I (female spouse) heard at least ten sets of four knocks in a row on my front door. The knocks were extremely loud and forceful. I was afraid to answer the door and, because I am short, I was unable to look through the peephole to see who it was. So I did NOT open it. Feeling unbelievably frightened, thinking that some neighbor whacked out on drugs, was slamming fists against my front door, I immediately called my husband, who was at work, and told him what was going on. He told me that he was coming right home and to call 911. When I called 911, I told the female operator on the other end of the line, that someone was repeatedly pounding on my front door and that the knocks sounded so scary that I was too frightened to open it. She asked me where I lived and what my first name was. I told her my name and that I live at Ashton Bellevue, 10710 NE 10th Street, apartment #714. She then said that, “The Bellevue Police are knocking on your door because they want to talk to you about a car vandal.” “Okay” I said and hung up the phone. I immediately opened the door to allow the police to talk to me but there were no police in the hallway. So I called 911 again and asked a female operator on the other end of the line, “What do I do?” She told me to wait and the police would come back.

When I got off the phone, I opened my front door waiting for the police to return just as two male police officers were approaching it. Only one of the policemen spoke. He asked me, “Where is your husband (male spouse)?” He knew my husband by name. I told him, “He is at work.” The policeman then informed me that he wanted to talk to my husband (male spouse). I told the officer that he was coming home because I called him after I heard a series of knocks on the door that scared me and that he had also told me to call 911. I asked the police officer if there was anything wrong. He refused to tell me even when I told him that I was the (male spouse’s) wife. He made it clear to me that he only desired to talk to my husband. But after that he asked me a series of personal questions. “What is your husband’s schedule?” I refused to give him that information. Then he asked, “Does your husband work during the day?” I said, “Yes”. “Does your husband work at night also?” I told him, “Once in a while.” “What town does your husband work in?” I told him, “Outside of Bellevue”. “What is your husband’s work number?” I told

him, “Since you wish to speak to my husband you can ask him because he is on his way right now.”

Worried, again I asked the police officer, “Is there anything wrong?” This time his response was, “Your husband was caught on camera looking through someone’s window”. I inquired, “Like a peeping tom?” The police refused to answer and told me that he wanted to talk to my husband about it. Then I asked him, “Where?” He said, “He was looking into a window on the sixth floor”. If this were true, my husband would have to be able to fly, because the windows of the apartment unit’s on the sixth floor of our apartment building are six floors off of the ground, so there is no place where an ordinary person can stand, and look into these windows. After that, the policeman ordered me to close my door because he wanted to talk to my husband not me. “Okay” I said and told the police that he should be home soon and I closed my door.

The officer who had spoken to me gave my husband his business card, which identified him as Officer J. Santoy, Bellevue Police Department, at telephone number 425-766-1863, at e-mail [jsantoy@bellevuewa.gov](mailto:jsantoy@bellevuewa.gov).

\* \* \*

On 12/12/09, @ approximately 12:30 a.m., I (male spouse) arrived at the hallway to our apartment building at Ashton Bellevue on the seventh floor. I came home from work in response to a call from my wife (female spouse) who told me that someone was repeatedly pounding extremely hard on our front door, frightening her. A uniformed male police officer who identified himself as an officer J. Santoy, from the Bellevue Police Department, at telephone number 425-766-1863, and at e-mail [jsantoy@bellevuewa.gov](mailto:jsantoy@bellevuewa.gov), met me and immediately told me to come with him to the end of the hall. He insisted that I talk to him alone without my wife being with me.

After I handed my wife my backpack and our house keys, I went with him. He told me that he wanted to question me about an incident of someone staring into the window of one of the apartments in our building. He asked me if I had gone out of the building and walked around it, and I told him that I did, earlier that evening. He asked why I went out and I told him that I wanted to get some fresh air and clear my mind. I also told him that I saw a path between our apartment building and the building immediately west of ours, and out of curiosity, I decided to take that path. I ended my walk by entering the building through a door between the first floor parking lot and the lobby, near the building’s elevators. Then I took the elevator up to the seventh floor where I live and went home.

The officer told me that I was caught on camera peeking into someone’s window. I told the officer that I had not done any such thing. But the officer insisted that I did peek into a window, said that the person

whose window that I allegedly peeked into saw a man with glasses peek into her window, and then asked me if I was now going to tell him the truth. I stated yet again that I did not peek into any window. I went for a walk to get some fresh air and clear my mind. The officer again insisted that I must have been the one to peek into the window because the person inside the apartment with this window saw a man with glasses peeking into her window and that the camera showed me peeking into a window.

Our apartment building does not have cameras in front of apartments with windows facing the walkway that I used that night. It has a camera to see who enters the building from a door between the first floor parking lot and the lobby, and it has another camera on the first floor overseeing the hallway to the elevators.

The officer asked me where I went that night, and I told him I went to work to finish something that my boss's boss needed ready by Saturday morning. He asked me for identification and I showed him my Washington State Driver's License. He then asked me for a home phone number and I told him that I had none. He asked me for a cell number, and I told him that I did not have one of those either. I offered him a work telephone number. The officer asked me why I went to work that night. I told him that I had to finish something that my boss's boss needed ready by Saturday morning. He indicated that he did not believe me and asked when I came home from work that day. I told him that I came home around 4:00 p.m. He asked me why I came home only to go back to work so late at night. I told him that I had plans with my wife for that evening that I did not want to disrupt and that I wanted to tell her that, after we finished our activities together for the evening, I would have to go back to the office. The officer then stated that I was lying, because if I have no home phone number my boss could not call me to tell me to come into the office that night. I explained to the officer that I knew of my task for the evening from my being at the office that afternoon, and I was not able to finish the work that my boss's boss needed for Saturday morning by the time I left the office that afternoon, so I decided to come back and finish later that night, which I did.

The officer ended the conversation by saying that, if he hears of anymore of my peeking into someone's windows, he would make an arrest. After that, he gave me his business card."

If the reader is interested in viewing the faxes we sent to ourselves regarding Bellevue Police incident at the Ashton dated 12/12/09 then please go to hyperlink [Faxes Bellevue Police Incident](http://www.bullcrapbusters.com/Faxes_Bellevue_Police_Incident) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 12/31/09, we sent the following fax (it is in excerpt format) to the Ashton:



“To: Ashton Bellevue  
10710 NE 10th Street  
Bellevue, WA 98004  
Phone: 425-452-0710  
Fax: 425-452-0711/425-635-1021

As we already informed the staff at Ashton Bellevue in our correspondence sent by fax on 9/11 of 2009, we will be terminating our tenancy and vacating our premises at Ashton Bellevue Apartment Homes, 10710 NE 10th Street, Apartment #714, Bellevue, WA 98004 by the end of our lease term, which is January 31, 2010. Both correspondences serve as our twenty-day written notice.

CC: Washington VUE, LP  
Care of the Hanover Company  
5847 San Felipe Suite 3600  
Houston, Texas 77057  
Phone: 713-267-2100  
Fax: 713-267-2121”

If the reader is interested in viewing the fax to the Ashton sent 12/31/09 then please go to hyperlink [Fax to Ashton Terminating Tenancy](http://www.bullcrapbusters.com/Fax%20to%20Ashton%20Terminating%20Tenancy) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 1/1/10, the Ashton put the following Notice on our front door in full view for ALL to see:

“To male and female spouse...

OCCUPYING THE PROPERTY LOCATED AT:

10710 NE 10th Street Unit 714 Bellevue, WA 98004

YOU ARE HEREBY NOTIFIED that your tenancy of the premises is terminated on January 31st, 2010 and on that day you will be required to surrender possession of the premises to the landlord.

If you do not surrender possession of these premises on or before the date set forth above, judicial proceedings will be instituted for your eviction.

Dated January 1, 2010

Washington VUE LP, DBA Ashton Bellevue

Signed Taylor LeFebvre”

On 1/1/10, we wrote the following on the above notice and faxed it to the Ashton and to the Corporate Office of the Hanover Company:

“SO?! WE already told YOU that we are vacating the Ashton by 1/31/10 in our correspondences to you of 9/11 of 2009 and 12/31/2009.”

If the reader is interested in viewing the Ashton’s Notice to Terminate Tenancy dated 1/1/10 then please go to hyperlink [Ashton's Notice to Terminate Tenancy](http://www.bullcrapbusters.com/Ashton's%20Notice%20to%20Terminate%20Tenancy) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 12/22/09, we sent the following fax to the Ashton:

“Ashton Bellevue Apartment Homes  
10710 NE 10th Street  
Bellevue, WA 98004  
Phone: 425-452-0710  
Fax: 425-452-0711/425-635-1021

To the staff of the Ashton,

In accordance with Washington State Law RCW 59.18.063, we are requesting a receipt, which you are obligated by law to give to us, for the rent that we paid for the month of December with check number 2267, dated 12/15/09, in the amount of \$1379.25, made payable to Ashton Bellevue, which your office received on 12/18/09 via certified mail parcel 7009 2250 0003 0871 7737.

Fax the receipt in a timely manner...to our fax number, which is...”

The Ashton never sent us a receipt for rent payment, which by law they are required to do.

On 1/8/10, we sent a fax to the Ashton of the copy of the front and back images of the above rent check, which had cleared our bank, on 12/29/09. And on it we wrote the following:

“Received 12/29/09 rent check #2267 for January 2010 rent unit #714 signed (Michael Laham) Leasing Agent, Ashton Bellevue and signed (Elana Laham) Manager Ashton Bellevue.

Thank you for being excellent tenants-clean, quiet, and always pay rent early. We wish we had a hundred tenants like you especially in this bad economy. We know you will enjoy your new home away from the Ashton Bellevue Apartment Homes.”

If the reader is interested in viewing fax to the Ashton dated 1/8/10 then please go to hyperlink [Fax to Ashton](http://www.bullcrapbusters.com/Fax%20to%20Ashton) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

For the entire six-month rent term that we lived in the Ashton we never received a water bill. Concerned that we would be put in arrears for not paying our water bills, every month we sent a fax to the Ashton to the

Hanover Company and to ISTA, the water bill company, requesting our water bills.

The following as the one and only reply that we received and it came from ISTA (the water bill company) on 1/12/10:

“Thank you for your inquiry about your utility billing service(s). By way of introduction, ISTA North America is a Utility Billing Service Company. We provide the services of metering and billing of...water...to owners and/or managers of apartment...communities....

Per our records I am able to verify for you that ISTA is in the contractual stage with Ashton Bellevue (aka) VUE, The. Once all requirements have been met, accounts will be set up for the residents of this community. You are not late and there will be no late fees, due to the fact none of the residents' accounts have been set up. There are no bills to send you copies of at this time. The bills for the residents go out all at the same time. Your account will automatically be set up for you and at that time bills will begin to go out to the residents...

Sincerely,

Michelle Williams  
Resident Relations Dept.  
ISTA North America”

If the reader is interested in viewing the fax from ISTA dated 1/12/10 then please go to hyperlink [Fax ISTA Water Bill Company](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

According to the Ashton's own Lease under item #42 entitled Deposit Return...it states, “We'll MAIL you your security deposit refund...no later than 14 DAYS after the lease is terminated, and you surrender the apartment...”

According to the Ashton's own Lease under item #3 entitled Lease Term, it states, “The initial term of the Lease Contract begins on the 1st day of August, 2009 and ends at midnight the 31st DAY of JANUARY, 2010.”

If the reader is interested in viewing the Ashton's Lease then please go to hyperlink [Ashton's Lease](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 3/1/10 we sent the following certified mailing to the Hanover Company, Ashton's Corporate Office and to the Management of the Ashton:

“Washington VUE, LP  
Care of the Hanover Company

5847 San Felipe Suite 3600  
Houston, Texas 77057  
Phone: 713-267-2100  
Fax: 713-267-2121”

ATTENTION: President Washington VUE Limited Partners

SUBJECT: \$300.00 owed to us from Ashton Bellevue Apartment Homes, for illegal retention of our Security Deposit.

As owners of Ashton Bellevue Apartment Homes, per King County, WA Recording Number 20060410001254, Parcel Number 1544600125, you owe us \$300.00 Security Deposit Refund for holding over our Security Deposit beyond the designated time period allowed by law, per RCW 59.18.280. Also, because Ashton Bellevue Apartment Homes failed to give an itemized Move-Out Statement...within the time limits specified in RCW 59.18.280 (15 days after Lease has terminated), you are now liable to us for the full amount of the Security Deposit.

We expect to receive the \$300.00 Security Deposit that you owe us promptly, within one week of your receipt of this letter.

If we do not receive our Security Deposit Refund by then, you will force us to pursue legal action on this matter. And we will do so to the full extent that the law allows, which may result in you having to pay us twice the amount of our original security deposit.

Oh, and thank you for your IMPECCABLE service as you advertise it”.

CC: The Hanover Company, 5847 San Felipe, Suite 3600, Houston TX 77057. Phone: 713-267-2100. Fax: 713-267-2121.

Renee Kvek, Manager, Ashton Bellevue, 10710 10th Street, Bellevue, WA 98004. Phone: 425-452-0710. Fax 425- 452-0711 or FAX 425-635-1021 (Since Fax 425-452-07711 is never on and Renee Kvek is the Manager of the Ten20 Property also)”.

If the reader is interested in viewing the fax and certified letter of demand to the Ashton and to the Hanover Company, Ashton’s Corporate Office, dated 3/1/10 then please go to hyperlink [Letter of Demand](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

In the interim, while we were waiting for the Ashton to reply to our above Letter of Demand, we were concerned that we would have to sue the Ashton in court to recover our Security Deposit. We were confident that we had an open and shut rock solid legal case therefore any Judge presiding over our lawsuit would render a verdict in our favor. However, we were worried about how we could collect on the expected judgment for the following reason:

All of our checks that we payed to the Ashton cleared our bank but without the name of the bank Ashton had deposited it into. Our Security Deposit Check and most of our rent checks had a number on the back of them but we did not know if it was a routing number or an account number. One of our rent checks had nothing on the back of it at all! How WEIRD! We had never ever had this happen to us before.

If the reader is interested in viewing our Security Deposit Check along with our Five Rent Checks to the Ashton then please go to hyperlink [Checks to Ashton](http://www.bullcrapbusters.com/Checks-to-Ashton) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Not knowing which bank the Ashton had put our Security Deposit into, we went to our own Bank called Fife Commercial Bank to inquire as to how we might find out. We spoke to a bank teller there named Mary Kay who agreed with us that it was WEIRD that these checks were being processed, cleared, and paid upon. She then told us that the number was the check holder's (Ashton's) bank account and that it (our rent checks) was being deposited into Wachovia bank.

However, when we requested written documentation that the bank Ashton was holding our Security Deposit in was Wachovia Bank, Bank Teller, Mary Kay, completely contradicted what she had told us before. Now she told us that Wachovia does not put its routing number or stamp (name of bank) on the checks that get deposited into it. How WEIRD! We asked her how is it possible for a check to get processed, cleared, and paid upon that does not have the bank's name or routing number on it? Her reply was "I don't know."

If the reader is interested in viewing the Fife Commercial Bank Letter then please go to hyperlink [Fife Commercial Bank Letter](http://www.bullcrapbusters.com/Fife-Commercial-Bank-Letter) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

We had never ever heard of a bank named Wachovia so we went on the Internet to locate it. We discovered that Wachovia Bank had no branches in the state of Washington at the time that we were renting at the Ashton. According to the Ashton's own Lease under item #4 entitled "Security Deposit it states, "Your security deposit will be held in an escrow company or bank escrow account located in Washigton until disposition." Ashton was in breach of its own Lease Agreement. Ashton is supposed to hold a renters' Security Deposits in a Washington State bank and yet it did not.

If the reader is interested in viewing the Article on Wachovia Bank then please go to hyperlink [Article on Wachovia Bank](http://www.bullcrapbusters.com/Article-on-Wachovia-Bank) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the Ashton's Lease then please go to hyperlink [Ashton Lease](http://www.bullcrapbusters.com/Ashton-Lease) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).



Also according to Statutory Law in the State of Washington, namely, Revised Code of Washington (RCW) 59.18.270, it states, "All moneys paid to the landlord by the tenant as a deposit as security for performance of the tenant's obligations in a lease or rental agreement shall promptly be deposited by the landlord in a trust account, maintained by the landlord for the purpose of holding such security deposits for tenants of the landlord, in a financial institution as defined by RCW 30.22.041 or licensed escrow agent located in Washington." Ashton was in violation of this Statutory Law in the State of Washington. Ashton is supposed to hold a renters' Security Deposits in a Washington State bank and yet it did not.

If the reader is interested in viewing the RCW Residential Landlord Tenant Act 59.18.270 then please go to hyperlink [RCW Residential Landlord Tenant Act](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Apparently, the Ashton was refusing to divulge to its renters which bank their Security Deposit was being held in, and evidently Fife Commercial Bank was unwilling to confirm that it was Wachovia Bank that our rent checks and Security Deposit had been deposited into.

On 3/2/10 we received the following correspondence (it is in excerpt format) from the Ashton Bellevue, which was backdated to 2/15/10 but postmarked 3/2/10 (that's 30 days after our Lease had already terminated):

"I would like to take this opportunity to say Thank You for residing at Ashton Bellevue.

Enclosed you will find a copy of your Statement Deposit: (Move-Out Statement)...Please find enclosed a refund check in the amount of \$300.00 from Hanover Company...

Sincerely,

Melissa Bailey [Notice How Renee Kvek Does Not Sign This Letter. Gee I Wonder Why?]  
Property Administrator  
Ashton Bellevue"

Imagine that!!! Ashton management gives us the above letter of appreciation for renting an apartment at the Ashton, while at the same token, Ashton management threatened to throw us out of the apartment we rented at the Ashton. How SCHIZOPHRENIC is that???

If the reader is interested in viewing the Ashton's Security Deposit Refund letter dated 2/15/10 postmarked 3/2/10 along with Ashton's Move Out Statement and Ashton's Security Deposit Refund to us then

please go to hyperlink [Ashton Security Deposit Refund Letter](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Initially, we were outraged over the monetary losses that we had incurred as a result of the Ashton Bellevue's manager, Renee Kvek's, unwillingness to honor our tenants' rights; the right to make a legitimate complaint regarding landlord's administrative procedures not to include both lease holders on their paperwork. That is until we summed up the monetary losses that the Ashton had incurred, which were greater than our own. The table below illustrates this:

The Finalized Itemized Move-Out Charges to both Tenant and Landlord

#### Tenant's Move-Out Expenses

Insured Mailing for Return of Property \$ 8.56  
 Certified Mailings for Rent \$22.16  
 Certified Mailing for Letter of Demand \$ 5.54  
 Gas for Move-Out \$20.00  
 Video Camera of Move-Out Condition of Apartment \$10.00

#### Landlord's Move-Out Expenses

Rent Concessions \$2,758.50  
 (\$459.75 per month x 6 months)  
 Parking Concessions \$600.00  
 (\$100. per month x 6 months)  
 Waived Carpet Cleaning Charges (estimated) \$50.00  
 Six Months Free Water Usage (estimated) \$300.00

**Grant Total Tenant's Expenses \$66.26**  
**Grand Total Landlord's Expenses \$3,708.50**

**The Ashton lost \$3,642.24 more money than we did. This does not include the thousands of dollars in rent money that the Ashton lost that they woulda, shoulda, coulda have gained had they continued to earn REPEAT BUSINESS from us excellent tenants who are extremely quiet, immaculately clean, and conscientiously pay in full and early all of our rent, utility and related charges.**

#### VELOCE

On 1/2/10, we moved into VELOCE located at 8102 161ST Avenue, Redmond, WA 98052. Phone: 425-882-0103. Fax: 425-882-4770. NATALIE LONG is the manager of Veloce. Our leasing agent was MICHAEL SYBRANDT. He made a very strange comment to us while

he was running a credit check to see if we qualified to rent at Veloce. Michael Sybrandt mentioned that he noticed that we had rented from ALEXAN BELLECOUR, owned by TRAMMELL CROW RESIDENTIAL. Michael Sybrandt then told us that Veloce (managed by Riverstone Residential) was also owned by TRAMMELL CROW RESIDENTIAL.

If the reader is interested in viewing the Lease showing that Alexan Bellecour is a property of Trammell Crow Residential and the Document showing that Veloce is also a property of Trammell Crow Residential then please go to the following hyperlinks at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

[Alexan Bellecour's Lease, Tax Assessor, and Grant Deed Trammel Crow Residential Properties](#)

We leased a brand new studio, unit #A514 on the top floor for a sixth-month lease term from 2/1/10 until 7/31/10. However, it was not available yet due to electrical and dry wall maintenance work that had to be done to it. So, Veloce leased us out another brand new apartment just below it to stay in for the meantime. It was unit #A414. A six-month lease term from 1/2/10 to 7/31/10 was written up for it.

On 1/29/10, we moved into unit #A514. For the initial three-month period that we lived at Veloce all was peaceful and quiet. After that, trouble began.

If the reader is interested in viewing Veloce's Lease then please go to hyperlink [Veloce's Lease](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The following is an excerpt of the fax that we sent on 5/10/10 to the management of Veloce:

“During the month of February through the month of March I came into the lounge to watch television without incident.

During the middle of the month of April, we came into the lounge and started watching television when suddenly we heard water running continually for at least fifteen minutes in the lounge's bathroom. After that, a black man about five feet ten inches tall, slender, with black curly hair, a black curly beard, and a black curly moustache, wearing a red “V” neck pullover sweater with the word Wisconsin written on it, came out of the bathroom, went into the kitchen, and ran water in the kitchen sink continually for at least ten minutes. After he finished running the water, he looked up and stared at us but said nothing. Then he left. For the rest of that week, this same man re-appeared in the lounge several times to run water continually in both the bathroom and kitchen and then stare at me while I was watching television in the lounge without saying a word. After that he left.

In the third week of the month of April, I came into the lounge to watch television. I activated the remote control in order to turn the television set on. But the television would not respond to the remote control's commands because someone had removed its batteries. A day later, I returned to the lounge and watched television because someone had put two Duracell batteries into the remote control. A day later, I returned to the lounge but was unable to watch television because someone had taken the batteries out of the remote control. A day later, I returned to the lounge and watched television because someone had put two Panasonic batteries into the remote control. A day later, I returned to the lounge and was unable to watch television because someone had, once again, removed the batteries from the remote control. For the next two days, I was able to watch television, but only because I bought two AA Eveready batteries and inserted them into the remote control.

In the fourth week of the month of April, I came into the lounge to watch television. As usual, in accordance with the instructions, I pressed the "power" button followed by the "all on" button on the Comcast remote control. Two green lights flashed on the television on the right side of its panel. After that, I pressed the "cable" button followed by the "power" button on the Comcast remote control. A green light flashed on the cable box next to the television set. The television came on but there was no picture. For the entire week, I was unable to watch television. On the Sunday of the fourth week of April, I came down to the lounge and saw a group of Oriental people doing something with the wires from the cable box of the television set. Shortly after, I saw the television screen displaying a picture and the Oriental people watching it.

The first week of the month of May, I came into the lounge to watch television but I could not find the Comcast remote control that operates it. So, my spouse and I, went to Ace Hardware in Bellevue and bought a Phillips Universal remote control, inserted two AAA Duracell batteries into it, and used it to select the input signal that the television uses. We used our remote control to set the television to input #6, because the wire from the Comcast cable box to the television set went into input # 6. After that, the television displayed a picture, and we were, once again, able to watch television.

While we were watching television, the black man about five feet ten inches tall, slender, with black curly hair, a black curly beard, and a black curly moustache, wearing (the same) red "V" neck pullover sweater with the word Wisconsin written on it, came into the lounge. Now he said 'hello' to us. So we said 'hello' back. He got friendly with us. He told us his name was Lawrence. He told us he lived in apartment #A226. I asked him (Lawrence) if he would like to watch television with us. He said that he would. We were watching the Sci Fi channel 59. He told us that he wanted to watch Comedy Central channel 61 and told us to turn up the volume. I said that I did not want to because it was late evening and I did not wish to disturb the neighbors above us. He said

there was no apartment above us. We went to the second floor to verify his (Lawrence's) claim only to discover that #A207 was directly above the lounge. So we reiterated that we would not turn up the volume on the television set because we did not desire to disturb the other tenants. After that, he (Lawrence) left. A little while later, he (Lawrence) came back, went into the bathroom, and ran the water continually for at least fifteen minutes in the bathroom sink. After that, he (Lawrence) went into the kitchen, and ran water in the kitchen sink continually for at least another ten minutes. After he (Lawrence) was finished running the water, he left.

Since then, whenever we come into the lounge to watch television, a few moments later, this man who identified himself as Lawrence shows up to interrupt us by running water in the bathroom and kitchen, talking to us while we are trying to watch television, then leaving, only to come back a few minutes later, over, and over, and over again for the entire time that we are in the lounge. We believe that he is both stalking us and harassing us. We are afraid that, even if we go into the theater room to watch television, he will stalk us and harass us while we are there. Thusly, we no longer feel safe living here, and we are being prevented from using the amenities that we pay for.”

If the reader is interested in viewing the fax to Veloce sent 5/10/10 then please go to hyperlink [Fax Veloce Television Incident](http://www.bullcrapbusters.com/Fax_Veloce_Television_Incident) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 5/10/10, Natalie Long, manager of Veloce, left a reply to our above fax on my spouse's voice mail machine.

The following is what Natalie Long said:

She told us to fill out a work order to have the Comcast remote control device replaced. She told us that Lawrence is what she called an “adult child” who lives with his mother. She told us that she is going talk to him. She asked us what we wanted her to do to resolve the problem. She told us that she wanted us to sit down with her to resolve this. She did not send us any reply in writing. That disturbed me. I do not like hearing verbal crap. It is not document able.

I did not believe what Natalie Long said about Lawrence for the following reasons:

1) Initially, he gave us cold blank stares whenever he saw us. Then, he got friendly with us. How weird!

2) He disclosed to us that he comes to the lounge room 24/7/365 – all day and all night all of the time – to get ice for his drink, to eat, and to relax. However, during all of those times that I was not able to watch television since it was not working, Lawrence was not in the lounge



room. I know he was not there, because I came to the lounge room to see if the television set was working again. How weird! On 5/8/10, I made a surprise visit to Lawrence's apartment at around 10:00 in the morning. When Lawrence answered my knock by opening the door I saw that his eyes were so watery that tears were cascading down his face. If Lawrence really had insomnia his eyes would not tear up since he would be used to not getting any sleep. How weird! I know, for I, myself, have insomnia. But my lack of sleep only causes my eyes to get bloodshot not to tear up since I am used to not getting any sleep.

3) Is Lawrence's mother, really his mother? Twice, I witnessed their grocery ritual. Minnie, Lawrence told me was his so called mother's name. I encountered Minnie just standing by the elevator with several bags of groceries just sitting on the floor. She was some distance away from the bags and was just staring off into space. I thought that perhaps she was waiting for Lawrence to help her carry the grocery bags up to their apartment unit. That is, until I saw Lawrence just standing in the entry way of the building with several bags of groceries just sitting next to him by the doorway on the floor. He was just staring into the courtyard. Eventually, all of the grocery bags just disappeared, but not while I was there. Even more confounding, when I offered to help Lawrence and Minnie carry their groceries to their apartment, Lawrence told me that Minnie does not allow anyone not even Lawrence help her carry grocery bags. He said that she insists on carrying them all by her self. How weird! It is as if Lawrence and Minnie wanted to be sure that no one sees were they are taking their groceries. Why? Is it because Lawrence and Minnie are staying in different apartment units?

4) Lawrence told me that he goes to the lounge to watch television because his television is still packed and does not have any cable. But when I paid my surprise visit to Lawrence's apartment on 5/8/10, and Lawrence opened his apartment's front door to me, I heard noises coming from a television set from inside of his apartment dwelling. How weird!

On 5/9/10 another weird thing happened. Tired of Lawrence bothering me, I went to the theater room to watch television. AMC channel 67 was playing old Superman movies – Superman I, Superman II, and Superman III. At 3:30 in the morning I left the theater room for a bathroom break. As I made my way over to Veloce's public toilet, I encountered a tall, slender, clean-shaven, dark brown haired, crew cut, white male. He looked to be a military man in his late twenties or early thirties in age. He was talking into a cell phone. He was talking so softly that I was not able to hear what he was saying. While he was doing so, he paced back and forth up and down the hallway and directly in front of the doorway leading to the outside street. Periodically, he kept looking out of the front door's glass window as if he was waiting for someone or something. As soon as I was about to turn into the lady's room he looked at me. I looked back at him. Neither one of us said anything. No one else

was in the gym, the billiard room, the yoga studio, the theater room, or the men's/women's bathrooms, except for me, and I had a legitimate reason to be there. I was watching television because I did not own a television. I never ever have had any trouble getting reception on my cell phone in my apartment dwelling. So, what was he doing there in the wee hours of the morning looking out at the street talking on a cell phone? Moreover, even if his cell phone was getting poor reception in his own apartment dwelling, why did he have to come all the way down to the amenities room on the first floor in order to have a conversation on it, and why was he talking so softly into it? How Weird! I got nervous just thinking about it. So, I left.

On 5/11/10, I went to the lounge and noticed that Veloce had replaced the missing Comcast remote control to the television set. But I did not go into the lounge room to watch it.

The following is an excerpt of a fax that we sent on 5/10/10 to the management of Veloce:

“We returned the Phillips Universal remote control and the two AAA Duracell batteries to Ace Hardware in Bellevue. They gave us a refund.”

If the reader is interested in viewing the fax to Veloce sent 5/12/10 then please go to hyperlink [Fax Veloce Television Incident](http://www.bullcrapbusters.com/Fax_Veloce_Television_Incident) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 5/17/10, I took the elevator down from the fifth floor of building A where I live to the third floor. Then I took the stairs down to the first floor to bypass Lawrence's apartment on the second floor. After that, I opened the exit door from the stairwell on the first floor just a bit. I got there unnoticed. From there I watched and waited for Lawrence to show up in the lounge room. At 1:30 in the morning, I saw him. He was sitting at the lounge room's table reading something from a piece of paper. A MOMENT LATER, LAWRENCE LEFT. I WAITED HALF AN HOUR. HE DID NOT RETURN. Why did Lawrence leave the lounge room that he said he always occupies? How weird!

On 5/18/10, I took the elevator down from the fifth floor of building A where I live to the third floor. Then I took the stairs down to the first floor to bypass Lawrence's apartment on the second floor. After that, I opened the exit door from the stairwell on the first floor just a bit. I got there unnoticed. From there I watched and waited for Lawrence to show up in the lounge room. From midnight until 12:30 at night I saw Lawrence in the lounge room. He was sitting at the lounge's table reading something from a piece of paper. After a few minutes, LAWRENCE GOT UP AND STARTED PACING BACK AND FORTH FROM THE TABLE TO THE TELEVISION SET AND BACK AGAIN. How weird! Was Lawrence waiting for me to show up? I left my perch and went home.

On 5/20/10, at 3:30 in the afternoon, I was sleeping when I heard six rounds of medium loud knocks followed by a moment of pause followed by six more rounds of medium loud knocks followed by a moment of pause followed by six more rounds of medium loud knocks on my apartment's front door. I pulled up a chair to look through the peephole on my apartment's front door. I saw a white man who appeared to be American about medium height with black hair and a black moustache staring back at me. His head was just below the peephole. I wondered what in the world was he doing at my door. I had never seen him before. So, I waited for him to go away before I opened the door. When I did, a piece of paper fell down to the floor that had been stuffed in between the door and the door jam. It was from the Census Bureau. It was 2010 so I guess the Census Bureau was taking a Census.

The Census Bureau Notice said the following:

“Dear Resident:

Sorry I missed you.

I stopped by today to complete a census interview for your household, but you were not home. Please telephone me (He puts an asterisk by and underlines these words) to discuss when we can complete this interview...Otherwise, I'll stop back in the next day or two.”

He put his name on the Census Bureau Notice – “Dillon Bennett” and his phone number – “425-301-4188”. He filled out that “anytime” was the best time to call him. I did not contact him.

If the reader is interested in viewing the Census 2010 Notice of Visit form signed by a Dillan Bennet then please go to hyperlink [Census Bureau Notice Dillan Bennet](http://www.bullcrapbusters.com/CensusBureauNoticeDillanBennet) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 5/22/10, at 1:30 in the afternoon, my spouse and I are coming back to our apartment at Veloce from an errand. There at our front door is the same Census Bureau man who knocked on it on 5/20/10. This time he is “clean” shaven. He is sitting right smack dab in front of our apartment door. As soon as he sees us he gets up and asks us if we are who we are. Suspicious of him, I lie and say, “No. I don't live here.” After that, my spouse and I walk to the other end of the hallway like we are going to enter an apartment over there. We hover in front of the exit to the stairwell. I look over at him. He has sat himself back down in front of our apartment door again. How weird! He looks straight at us. Perturbed, I stare at him. After a few moments, he gets up and leaves. We then go down the stairs, to the parking lot, into our car, and drive out of Veloce.

I used to work for the Census Bureau so I know that there are a few things that a Census Bureau Agent never ever does. 1) He does not say

call me at anytime and 2) He does not keep knocking on the same door if no one is answering it and 3) he does not keep coming back to the same residence more than once and 4) he most certainly does not park himself on his butt in front of an individual's home just waiting there for someone to come home. A Census Bureau Agent has no time to do any of the above. He has too much ground to cover each day in order to reach the quota of people necessary that the Census Bureau gives to its workers to meet. I worked for the Census Bureau one summer in Los Angeles, California, during my time off of work as a teacher's aid. I did so, in order to make some extra money. My daily quota was thirty households and I did not even have a car. I had to reach that quota every day if I wanted to keep my job. And of course, those were the households who had not filled out a Census Bureau form for whatever reason. My job was to get them to do so.

On 6/10/10, a Census Bureau Agent named "Tom Ponder" came to my new residence in apartment #13 located at 530 Burnett Avenue North, Apartment #13, Renton, WA 98057. Its landlord's name was Norman Schultz. He only rang my doorbell once. He only came to my home once. He left his phone number as well. It was "425-830-6947". He wrote down that the best time to call him was "12:00 noon to 9:00 in the evening". He was a bona-fide Census Bureau man.

If the reader is interested in viewing the Census 2010 Notice of Visit form signed by a Tom Ponder then please go to hyperlink [Census Bureau Notice Tom Ponder](http://www.bullcrapbusters.com/Census-Bureau-Notice-Tom-Ponder) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 6/4/10, whoosh! I heard the sound of a piece of paper being pushed through my front door jam. It was a flier from Veloce.

The following is an excerpt from the above Veloce flier:

"June 4, 2010

Dear Veloce Residents:

This notice is to advise you that the televisions in the theatre and yoga studio were reported stolen this last Monday (5/31/10 Memorial Day) along with the X-Box and Wii consoles. In addition, a vehicle was stolen out of the P2 garage in the same evening and may be related to the other thefts. The authorities are currently investigating the matter and we intend to have replacements installed very soon.

Veloce is offering a \$500 reward to any information leading to an arrest. Please contact the management office with any information you may have.

If you witness or are aware of any suspicious activity PLEASE DIAL 911 IMMEDIATELY. After first calling the police, please report all

incidents as soon as possible to the Management Office or appropriate onsite personnel.”

If the reader is interested in viewing the Veloce Flier dated 6/4/10 then please go to hyperlink [Veloce Flier](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

How weird! No apartment complex is stupid enough to advertise to its tenants that robbery(s) are taking place on its property thereby letting its residents know that they are not safe living there. Why did Veloce?

On 6/4/10, I packed my belongings and moved out of Veloce and into an apartment whose landlord was named Norman Schultz. I officially become a tenant of it when I signed its lease on 5/28/10. My husband officially became a tenant of it when he signed its lease on 5/1/10. We had suspected for a while that something very weird was going on at Veloce and so we had made provisions to leave Veloce immediately, if it ever became necessary to do so.

On 6/5/10, we returned to our apartment at Veloce and cleaned it.

On 6/7/10, we made a video of our apartment at Veloce. After that, we sent via insured mail to Veloce all of Veloce’s property – its house keys, mail key, building fob, garage remote, parking sticker, and resident card. We also enclosed our twenty days notice that we were vacating the premises. On 6/14/10 we faxed the same above correspondence to Veloce.

The following is an excerpt from the twenty-day notice to vacate that we sent to Veloce:

“At Veloce was the first time that I did my aerobic activity on the Precor brand of elliptical trainer. For the duration of the time that I rented at Veloce, unlike Life Fitness brand elliptical trainer machines, I was unable to lose any weight with the Precor brand elliptical trainer equipment at Veloce’s gym. Eventually I realized that this was due to the fact that Precor has more of a stair stepping versus an elliptical motion, resulting in me not being able to reach the intensity necessary for my body type to shed excess weight. Presently, my health is top priority with regard to where I live. Therefore, please be informed that this correspondence is our twenty day written notice of intent to vacate our tenancy at Veloce...”

If the reader is interested in viewing our Twenty Day Notice to Vacate dated 7/7/10 then please go to hyperlink [Notice to Vacate](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

It so happens that the above was true regarding lack of weight loss. However, it was not the main reason why we were moving out of Veloce. Too many weird things were happening at Veloce that made us



feel unsafe to live there.

On 6/12/10, we received a Security Deposit Itemized Disposition (move-out statement) from Veloce dated 6/10/10. The postmarked date on Veloce's envelope was 6/11/10. Enclosed was a move-out statement dated 6/10/10 along with a combined water and rent bill. It accurately showed that we owed a final water bill and a final rent payment for the month of July in the total amount of \$1,169.58. However, the document incorrectly stated that, "If there is an amount due to owner remit payment within 10 DAYS." Veloce was erroneously giving us until 6/20/10 to pay our final rent and final water bill. Veloce was treating us as if we had abandoned our apartment instead of vacated it! How weird! In actuality, we had until 7/1/10 to pay our final rent and final water bill since our lease did not expire until 7/31/10. We were not charged for any carpet cleaning. But that was not necessary for we took such good care of the brand new apartment that we rented that its brand new carpet remained spotless.

If the reader is interested in viewing Veloce's Move Out Statement dated 6/10/10 then please go to hyperlink [Veloce's Move Out Statement](http://www.bullcrapbusters.com/Veloce's%20Move%20Out%20Statement) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 6/15/10, we sent Veloce by way of certified mail a check for the final water bill and the final rent for our last month's lease term of July. On 6/16/10, Natalie Long, manager of Veloce signed for it.

If the reader is interested in viewing final rent and water bill payment then please go to hyperlink [Final Rent and Water Bill Payment](http://www.bullcrapbusters.com/Final%20Rent%20and%20Water%20Bill%20Payment) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 6/21/10, we sent a fax to Veloce requesting receipt of our final water bill and final rent payment, which per Washington State law RCW 59.18.063 we had a legal right to have.

If the reader is interested in viewing the fax to Veloce sent 6/21/10 then please go to hyperlink [Fax Veloce Receipt Final Rent and Water Bill Payment](http://www.bullcrapbusters.com/Fax%20Veloce%20Receipt%20Final%20Rent%20and%20Water%20Bill%20Payment) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 6/22/10, we received a fax from Veloce from its manager, Natalie Long. Enclosed was a receipt claiming that Veloce had received our check for our final water bill and our final rent payment on 6/21/10. Instead of on 6/16/10 when Veloce management had really received it. On 6/22/10 our check (#1228) for both the final water bill and the final rent payment cleared our (Frontier) bank.

If the reader is interested in viewing Veloce's faxed receipt sent 6/22/10 then please go to hyperlink [Fax Veloce Receipt Final Rent and Water Bill Payment](http://www.bullcrapbusters.com/Fax%20Veloce%20Receipt%20Final%20Rent%20and%20Water%20Bill%20Payment) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing our Frontier Bank Statement page 10 then please go to hyperlink [Frontier Bank Statement](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 6/25/10, we sent to Veloce a fax requesting that Veloce give us a new receipt posting the correct date (6/16/10) that Veloce received our final water bill and final rent payment.

If the reader is interested in viewing fax to Veloce sent 6/25/10 then please go to hyperlink [Fax Veloce Receipt Final Rent and Water Bill Payment](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On the same day we received a fax from Veloce from assistant manager, Rebecca Robinson. Enclosed was a correct receipt showing that Veloce had received our final water bill and final rent payment check on 6/16/10.

If the reader is interested in viewing Veloce's faxed receipt sent 6/25/10 then please go to hyperlink [Fax Veloce Receipt Final Rent and Water Bill Payment](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

The Finalized Itemized Move-Out Charges to both Tenant and Landlord

#### Tenant's Move-Out Expenses

Insured Mailing for Return of Property \$8.56  
Certified Mailings for Rent \$5.54  
Gas for Move-Out \$20.00  
Video Camera of Move-Out Condition of Apartment \$10.00  
Two months rent forced to vacate early \$2,330.00

#### Landlord's Move-Out Expenses

Waived non refundable security deposit fee \$350.00

Carpet Cleaning (estimated) not charged \$50.00\*

Discount monthly rent \$600.00\*

**Grant Total Tenant's Expenses \$2,374.10**

**Grand Total Landlord's Expenses \$1,000.00**

\*Veloce never charged us for a move out carpet cleaning. \*\* Veloce gave us a discount on our monthly rent during our six-month lease term. The manager reduced the rent off of our studio unit by \$100.00 when I pointed out to her that the floor plan of another studio unit was bigger yet \$100.00 less in its rental price.

**We lost \$1,574.10 more money than Veloce did. However, this does**

not include the thousands of dollars in rent money that Veloce lost that they woulda, shoulda, coulda have gained had they continued to earn REPEAT BUSINESS from us excellent tenants who are extremely quiet, immaculately clean, and conscientiously pay in full and early all of our rent, utility and related charges.

\* \* \*

### CONSUMER RIGHTS

Before you can exercise your consumer rights you have to know what they are. Below is a list of your consumer rights:

#### 1) You Have the Right to Make a Legitimate Complaint Against a Business

I have talked about filing a legitimate grievance against a business in earlier parts of the BullCrap Busters Website. What I have not gone over yet is what defines a legitimate complaint and how to effectively voice a legitimate concern.

A legitimate complaint is the consumer's right to inform a business that the consumer has the right to be monetarily compensated for substandard products and/or customer disservice so that the business may have the opportunity to make amends by returning the consumer's money or by restoring the consumer's dignity.

Some businesses have what is called a grievance procedure. The purpose of the grievance procedure is to give the consumer a means by which to appropriately vent his indignation towards a business for wronging the consumer. Good businesses have grievance procedures. But the business bully also known as a bad business, uses the grievance procedure as a smokescreen to make it appear that he cares about the consumer's resentment for having been un-faired against. But all the business bully is really interested in doing is using the grievance procedure to discriminate and retaliate against those consumers who blow the whistle on the bad business's unethical business practices. Then, there is the business bully who is either too arrogant to care or too ignorant to know that he may suffer financial ruin if he refuses to take his workers and patrons seriously. He either offers a grievance procedure that is too difficult to follow, too restrictive - limited in time and space – to fill out properly, or offers no grievance procedure at all.

Don't be intimidated or manipulated by the business bully's lack of grievance procedure. Cause, guess what? You can file your own legitimate grievance without a grievance procedure. That's right! Your own written correspondence is considered a legal document if you can prove that the business received it.

The following are ways to document that a business has received a legitimate grievance from a consumer:

A) Send the legitimate grievance by certified mail. Keep both the white receipt that proves you sent it and the green card that proves it was received. In the event that the green card gets lost, you can look up its tracking number to find out what happened to it on the United State Postal Service website, or Post Office.

B) Send the legitimate grievance by facsimile. It is preferable to use a fax machine that makes a copy of the first page to show what you sent.

C) Send the legitimate grievance by e-mail. Keep the electronic copy. But make a paper copy of the e-mail as well in the event that your computer crashes.

Having such documentation is regarded as legal evidence for the embodiment of a legal case in any fair court of law. In addition, it will also help you win your lawsuit since a fair judge will want to know that you are pursuing your legal action in good faith – did your utmost to communicate to the business that you are in a dispute with that there exists a conflict that you hope to resolve. With regard to a business that bribes off the justice system you will have to perform the Alamo on such a business in order to get justice. [See the BullCrap Busters Website segment entitled ‘Physical Bullying’ under the section called, “Winning the Battle But Losing the War” for further details on The Alamo].

The following are the main DO’S and DON’TS for writing a legitimate complaint to a business:

A) DO make a written legitimate complaint. It can be proven that it happened. DON’T make an oral legitimate complaint. It cannot be proven that it happened.

B) DO tell the truth. Be objective. Focus on what happened and whom it happened to. DON’T write about what you feel or think or believe occurred. This is subjective and so it does not report what actually transpired.

C) DO write in detail about the important events that happened. Be succinct. DON’T go on a tangent.

D) DO be organized. Put in chronological order the dates that the incidents occurred.

E) DO include with your correspondence copies of documented proofs that support your claim. Keep the original documented proofs for your own records. An example of proofs are, correspondences to the business and from the business regarding the dispute.

F) DO let the business know whom the legitimate grievance is from. Include your name and contact information. DON'T sign the legitimate grievance. Signatures can be forged or used by identity thieves.

G) DO send your legitimate complaint to the name of the business, person, and title you are addressing your legitimate complaint to, and the business's contact information.

H) DO let the business know why you are filing your legitimate grievance. What is the conflict that you have with the business and what has to be resolved.

I) DO send your original legitimate complaint to the business. Keep a copy of it for your own records.

J) DO make your legitimate complaint as valid as possible. DON'T write about he said she said. You can quote verbatim what some one else said for emphasis but not as evidence.

[See the BullCrap Busters Website segment entitled "Dope Health" under the section called "The Bed Bug Letter" for a sample of a well, written legitimate complaint].

Exercising your consumer right to file a legitimate complaint serves three main purposes. One, it stimulates a strong economy by encouraging the continued existence of ethical business practices by keeping good business entities abreast of what the consumer needs and wants from a business. Two, it discourages the continued existence of unethical business practices by not letting bad business entities also known as the business bully get away with their bullying tactics. Three, when a consumer writes a formidable grievance it compels a business's bureaucracy to spend time, energy, and therefore money on having to pay its employees and its lawyers to review it so as to prevent the business from having to deal with a potential lawsuit. Even if, the consumer has no intention of pursuing legal action against the business, the business does not know that. Thusly, if the business is not willing to right the wrong, the consumer will still get justice knowing that the business had to spend its own money just to process the consumer's legitimate complaint. That's money that the business coulda used for other business related operations. That's money the business woulda saved if it honored the consumer's legitimate concern. That's money the business shoulda kept so that it does not have to spend exuberant fees to hire a certified business consultant or pay expensive advertising costs in order to stay in business.

**WARNING:** Some consumer advocates will tell you that there is a special way to write a legitimate grievance to a business so that the business will honor it. These consumer advocates say that you have to 1)



introduce and conclude your legitimate complaint by saying something positive to the business about the business like you appreciate doing business with its business, and 2) in the body of the legitimate concern you have to state the negative by asking the business to help you with a conflict you are having with the business, and 3) you are to give suggestions to the business on how to resolve the issue. These consumer advocates also claim that ninety percent of all disgruntled consumers who follow their advice about how to write a legitimate grievance get the results that they want and need. Whereas the ten percent who don't write a legitimate grievances this way will not. This is Bull Crap!!!

What these consumer advocates are doing is blaming the consumer victim who does not get the business bully to pay attention to his legitimate grievance. I have written more legitimate grievances than I can count and nearly all of them were ignored by the businesses that I wrote them to. Let me tell you why. First of all, it is not necessary and even detrimental for you to tell the business that you are filing a legitimate grievance against that you appreciate doing business with its business. This is because the consumer business relationship is an equitable one for it involves making an equal for equal exchange of something for something – a trade. The consumer gives the business money and the business gives the consumer a commodity. Therefore, **YOU THE CONSUMER DO NOT HAVE TO GROVEL FOR FAIR TREATMENT FROM A BUSINESS.** However, the business bully hopes that you will believe otherwise so that he can take your consumer rights away from you.

Second of all, you are to tell the business what has to happen in order for your legitimate grievance to be resolved such as a refund of your money for products and/or services that were not rendered. This is called communicating your wants and needs. Aside from that **YOU DO NOT HAVE TO GIVE THE BUSINESS ANY SUGGESTIONS ON HOW TO RESOLVE THE CONFLICT. THE BUSINESS MADE THE CONFLICT SO IT IS THE BUSINESS'S JOB, NOT THE CONSUMER'S OBLIGATION, TO RESOLVE IT.** The good business will make closure of the conflict by either proposing a satisfactory solution or by offering several viable solutions that the consumer can choose from. The bad business will refuse to make closure on the conflict by being unwilling to implement any solution or by offering no solution.

Third of all, good businesses will do the right thing for the consumer for their own sake so that they can stay in business so does not matter how you write your legitimate complaint as long as you state the facts. However, bad businesses will do the wrong thing for the consumer no matter how you write your legitimate complaint even if you state the facts since they are too stupid to know or care that it is the worker and the patron who give them their livelihood. There is one exception to this rule. A bad business will do the right thing by the consumer but only if

the consumer has some sort of clout or leverage against the business such as the risk of bad publicity due to press exposure. Many of us do not have the media at our beck and call. The bottom line is that IT IS UP TO THE BUSINESS, NOT THE CONSUMER, WHETHER OR NOT THE BUSINESS WILL DO THE RIGHT THING OR THE WRONG THING.

## 2) You Have the Right Not to Pay for Products and/or Services that are Not Rendered

The consumer is NOT obligated to give the business money for nothing. If a consumer pays for a product and/or service without getting any use out of it, then the business must monetarily compensate the consumer who is not happy with his purchase by offering a return policy. A return policy is the business's promise that it will a) refund the consumer's money, or b) make an exchange of one commodity equal in monetary value for another or c) give a store credit for the same amount of money that the consumer spent on the unsatisfactory commodity. A business's return policy is the consumer's insurance policy that the consumer has made an acceptable investment of his buying power – money – for what the business has to sell – its products and services.

Many-a-business makes a living off of the fact that many-a-consumer does not exercise this consumer right. Thusly, these businesses will offer a 30, 60, or 90 day money back guarantee for its products and services. But not because they back their merchandise, but because they know that the consumer will not ask for a refund or exchange for a product or service that did not perform as promised or that the consumer changed his mind about keeping. Many consumers feel uncomfortable about making returns or exchanges since the business bully has done a fine job of making the consumer feel unearned guilt for wanting to do so. Many consumers also think it is too inconvenient to bother with return policies since the business bully has made it a hassle for the consumer to process a return or an exchange. Don't buy into this intimidating manipulating game! Just as your money is the business's guarantee that you are a worthy patron to do business with; the return policy is the consumer's guarantee that the business is a worthy business to be doing business with. So, exercise this consumer right whenever, wherever, and however you think and feel like it.

There are many types of return policies. The best return policies will a) give a refund or an exchange and b) allow the consumer to get a refund or make an exchange for any reason and c) state the amount of time allotted for the consumer to get a refund or make an exchange and d) permit the consumer to make a refund or exchange within a reasonable time limit and e) offer a full refund – no restocking fees. The business does not lose any money restocking its own shelf with its own merchandise! f) not limit the consumer's exchange of a commodity to the same commodity that the consumer is returning. After all, the entire

line of that product may be defective. Consumers who intend to exercise this consumer right be noble about it! Return or exchange the merchandise with a valid receipt of purchase, within the business's return policy's designated time period, with the merchandise in its original packaging the way in which the business sold it to you, and as unused as possible. Businesses show their appreciation for the consumer by offering a decent return policy so it behooves the consumer to show the business respect by giving it this courtesy and without having to be asked to by the business to do so.

We also recommend that the consumer avoid doing business with a business that offers a return policy with a short fuse – a day, a week, or a month to return the merchandise. This is simply not enough time to know if the merchandise is defective or not. A defect in merchandise may not show up immediately.

We also recommend that the consumer avoid doing business with a business that does not offer its return policy in writing. Such a document is admissible as legal evidence in a court of law in the event that you have to sue a business for breach of contract – not enforcing its own return policy's rules and regulations.

The following is a list of return policies from best to worst:

- 1) The return policy is stated in writing on the back of the sales receipt.
- 2) The return policy is stated in writing on the business's website.
- 3) The return policy is stated in handwriting on an invoice or note signed by the business's employee.
- 4) The return policy is stated in writing on a sign posted in the business's establishment. A business that has a sign in its store that states its return policy is risky since it can be removed at any time. For insurance, take a photo of it.

We also recommend that the consumer avoid doing business with a business that does not offer a return policy in writing. Verbal crap does not hold up in a court of law in the event that you have to sue a business for lying to you. The business may swear up and down and sideways and inside out that it will give you a refund or exchange for undesirable merchandise, and indefinitely. But when push comes to shove it is unlikely that such a business will keep its word. Thusly, the proprietor who sold you his wares under a false pretense that you can return or exchange it will deny to a judge that he ever said such a thing, especially since he was already unwilling to settle with you out of court. There is an exception to this rule, if it is known that the business's reputation – track record – is such that it honors its return policy.

We also recommend that the consumer avoid doing business with a business that offers a return policy that can be revoked at anytime. It will be stated in writing, however, what it states is that the business reserves the right to no longer offer the return policy whenever, wherever, and however it decides to cancel it. That is like the consumer promising to pay the business for merchandise that the consumer has already taken possession of if he feels like it.

We also recommend that the consumer avoid doing business with a business that does not offer a return policy. No business on planet earth will sell any merchandise to a consumer who has no money to pay for it. So why woulda, shoulda, coulda the consumer buy merchandise from a business that has no means by which the consumer can protect his purchase? Even if the merchandise comes with a manufacturer's warranty, it is not worth the hassle to enforce it. All you will do is subject yourself to the inconvenience and exposure of having to sue the business in a court of law. Your legal case will be "ify" for it will be based upon "he" said "she" said unverifiable soap opera evidence. That is, unless the merchandise that you purchased, itself, can be used as tangible proof that the business cheated you out of your money.

We also recommend that the consumer avoid doing business with a business that demands that the consumer pay upfront – give money to the business before the business renders the product or service that is to be bought. Changes are that such a business will not hold up its end of the bargain. Then you will have to pursue legal action against it to recover your monetary loss. There is an exception to this rule, if the business enters a written contract with the consumer. A written contract protects the legal rights of both business and consumer since it is contingent upon both the consumer and the business knowing ahead of time exactly what they are getting into. But this is only true, if the consumer comprehends, understands, and knows what he has read before signing it.

Another way to avoid the hassle of wrestling with the business bully who threaten to take away the consumer's right to not pay for products and services that are not rendered is to NOT pay in cash. Cash is defined as money, a cashier's check, a traveler's check, an electronic check, an automatic debit transaction into your bank account, a bank transfer, a bond, gold or silver metals, or a credit card. If you pay in cash you have no way to cancel your payment in the event that a business does not deal with you in a fair manner. Using a credit card can also be troublesome. Most credit card companies will refuse to reverse the charges if the consumer requests that they do so. Instead they let the bad business keep your hard earned money. You don't want to have to sue both the credit card company and the business bully in order to get your money back!

Well then, how do you pay for your purchases? Do you wave Harry Potter's magic wand? Nope! You pay by check. Paying by check gives

the consumer the power to put a stop payment on it in order to stop a business from taking your money without giving you any products or services. Most businesses will cash a check within one or two weeks. So if you have buyer's remorse you also have enough time to cancel your check for products or services that were not delivered. In order to be able to put a stop payment on a check make sure that when you write up the check you record in your check register a) whom the check is made out to and b) the amount the check is being made out for and c) the date the check is being issued. You will have to give this information to your bank in order for it to be able to successfully process your stop payment order.

In my day, check cancellations were a free service. Once, a stop payment was put on a check it was no longer cashable...ever! Today, banks are charging higher and higher fees to put a stop payment on a check and it will only remain cancelled for six months. After that, if the consumer has not renewed the stop payment order by paying another high fee for it, the business can cash it at anytime. This is how the business bully puts a damper on the consumer's right to not pay for products or services that are not rendered. After all, the business bully's agenda is to steal your money! We urge you NOT to stop exercising this consumer right. It is better to pay the bank a check cancellation fee to put a stop payment on a check for six months than to let a bad business rip you off for a greater amount of money anyway. You have the option of working around this dilemma though by closing your bank account and opening up a new one in order to avoid having to renew stop payment orders. Believe it or not that is what we do if we have to put a stop payment order on a check. Another way around this dilemma is that sometimes banks will give a consumer free stop payment services if they have a certain amount of money in their bank account. Banks have done this for us before. You can talk to your bank to see if they will be willing to set up such an arrangement for you.

Another thing regarding canceling checks. Doing so may ruin your credit. Never mind that the business did not render any products and/or services so the consumer put the stop payment on the check. This is because the consumer no longer has any consumer rights when it comes to the consumer's own credit report. Most consumers do not exercise their consumer rights. This is why the credit bureau has given full authority to the business bully to destroy a consumer's credit reputation for daring to protest having his money stolen from him by the unethical business practices of bad businesses. [See the BullCrap Busters segment entitled, "Judge, Jury, and Executioner" under the section called, "Equifax" for further details].

What can you do about it?

The following are some tips on how to deal with a credit system that has gone haywire:



First, if you follow the above guidelines about what businesses to do business with, only rarely, if at all, will it be necessary for you to put a stop payment on a check. A few undeserved black credit marks on your credit report will not reflect badly upon your credit rating. Keep in mind that every seven years all derogatory credit marks are to be removed from your credit file. So if you happen to have a few of them just remember that in seven rotations of the earth around the sun they will all be taken away.

Second, DO NOT pay off any bogus debt that has already been posted in your credit file in order to get it removed from your credit report. The bogus creditor's collection agency may not remove it once it has been posted on your credit report. If you decide to trade in your dignity by paying off a bogus debt, do so within one to three months after it has gone into collections. That way it may not get posted in your credit file to begin with.

Third, preserve your good credit rating by paying off all of your legitimate debts in a timely manner, especially long-term financial commitments such as student, car, and house loans. They are a significant part of your credit history. Your credit report lists them as serious credit ratings. They are heavily factored into your credit score. So make sure they count in your favor by being posted in your credit file as, "Never paid late and account closed". Doing this shows that you pay your bills even though you don't have a lot of money to spend. Good businesses feel safe doing business with consumers like this.

Fourth, get rid of your credit cards. That's right! You heard me! I know they are convenient but...okay if you must, keep just one around. People who start out being in control of their money can go bankrupt as a result of having too many revolving accounts. Credit cards can be addictive. Credit cards can lull you into a false sense of monetary security thereby enticing you to live beyond your means for they lend you money whether or not you have it to spend. Credit cards drain your hard earned money by making you spend it on annual fees and high interest rates in addition to the money you owe for paying your bills with them. Credit card holders are also at risk for becoming victims of identity theft. Identity theft is very prevalent today and not much if anything is being done about it. The more credit cards you own the higher the chance that your private personal information will get into the wrong hands. It was not long ago that no one even heard of a credit card. So honestly, we can all manage just fine without them.

Fifth, build cash reserves by being cautious with your money. Beware of financial experts who advise you on how to manage your money. As far as financial whiz-bangs go, there are those who make their money off of your money by having you buy their worthless books and attend their useless seminars to discover their so-called money making tips. Also,

beware of investment plans. Some of them are designed to do what casinos do, make you lose your hard earned money by rigging the odds against you. One example of a potentially bad financial investment plan is the Individual Retirement Account (IRA). About thirty years ago, people were told by so-called financial gurus to put their money into IRA's. The reasons given were a) one's employer would match dollar for dollar the amount of money that would go into a retirement IRA, making it grow and b) bank interest rates averaged 6%, helping your IRA to grow and c) taxes owed on IRA monies would get deferred until you reached retirement age. But no one was told that putting their life savings into an IRA meant that they had given up their own monetary freedom. Once an IRA is established you cannot take your money out of it until you are fifty-to-sixty years of age. That is, unless you are willing to pay a heavy penalty and hefty back taxes on it for early withdrawal. Many people have been lured into a false sense of financial security that with an IRA their money will grow and be there, waiting for them, when they retire. But no one ever gave IRA investors a money back guarantee that stated that such was going to be the case. In the meantime, over the years, bank interests have steadily decreased and tax rates have steadily increased so the growth of one's IRA has become developmentally arrested.

Unless you are an investor by trade who knows the stocks that you are investing in and are willing to monitor them 24/7/365 you are putting your money at risk. It's like betting on the horse races. If you are not a maven on thoroughbred horses, don't.

So then, how do you build cash reserves? Use the common sense approach. Hate that word because the Bully Culture has brainwashed you to believe that no one has any common sense anymore? Nonsense! Common sense is our native intelligence. So use it! To grow money save it! Save as much money as you can by living modestly. When economic times are easy the most secure way to build your cash reserves is to put it into a savings account in the bank. Simply save your money there. If banks are no longer willing to yield high interest, it is better to get a return of your money than a return on your money. When economic times are hard the safest place to keep your money is in government treasury bills. Simply save your money there. If the economy topples the banks will fail before the government does. Of course, if you know that your country's economy is going to collapse take your money and run!

Cash reserve accounts are the most important credit factor of one's overall credit rating. For they show that you have the money to pay for the goods. So if you are a victim of fraudulent credit file reporting that has irreversibly damaged your credit reputation, due to corrupt creditors, and so have a low credit score, pay for everything in cash and upfront. That way, no business will refuse to do business with you unless it is a stupid one. We no longer participate in the credit system since it is bogus because the creditor is judge, jury, and executioner over all credit

disputes and we do not believe in having to buy lots of things that we do not want or need and borrow lots of money to pay for them in order to maintain a credit score. Ironically, by doing so, we now own a debit visa bank card that has a credit limit that is higher than most people who grovel for a credit line. This is due to the fact that we SAVE our money.

### 3) You Have the Right Not to Tolerate Rude Behavior from a Business

The following is a real life scenario entitled “The Rude Fee” illustrating what a consumer can do about rude for nothing businesses.

It has to do with a car dealership named KORUM MITSUBISHI, located at 100 River Road and Meridian, Puyallup, WA 98371-4161. Phone: 253-845-6600. Fax: 253-286-5296.

On 12/20/2010, we bought a brand new 2010 Rotor Glow Orange Mitsubishi Lancer Sportback GTS from Korum Mitsubishi. We paid in full in cash \$21,060.00 for it and traded in our KIA Forte car for it. We also, purchased an additional \$3,924.90 in options to be added to our brand new vehicle.

If the reader is interested in viewing the Korum Mitsubishi Sales Contract for the Lancer Sportback signed 12/20/10 then please go to hyperlink [Korum Mitsubishi Sales Contract](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the Vehicle Certificate of Ownership Title for the KIA Forte signed over to Korum Mitsubishi on 12/20/10 then please go to hyperlink [Certificate of Ownership KIA](#) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 3/23/11, we took our new car to the service department of Korum Mitsubishi to get it fixed. We had accidentally put a small gouge in the rear bumper of our new Lancer. We requested that the service department wash the car before doing the necessary bodywork on it, so that the car would be free of dust and dirt, to prevent the new paint and patching on our car from getting spoiled. It was a perfectly reasonable request. We knew from our own experience as painters that a new paint job requires a clean surface – free of grime - in order to adhere to the car properly. We explained this to acting service manager, STEPHANIE CLARK. To our surprise, she made a big deal out of a ten-minute car wash, arguing that it takes too much time. So we told her that for all of the time she was spending arguing with us about it, the car could have already been washed and dried and the work on its rear bumper already begun. The service department did end up washing and drying the car before doing any bodywork on it per our request, but they had a bad attitude about doing so. The rear bumper of our car was fixed for \$213.14, which we paid, in full, on 3/23/2011. JASON M. PEZANOWSKI performed the bodywork. He had done an excellent

job!

If the reader is interested in viewing Korum Mitsubishi's Rear Bumper work order invoice dated 3/23/11, and our payment in full to Korum Automotive Group dated 3/23/11 in the amount of \$213.14 via check #2036 then please go to hyperlink [Korum Mitsubishi Rear Bumper Work Order](http://www.bullcrapbusters.com/Korum-Mitsubishi-Rear-Bumper-Work-Order) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 6/8/11, we took our new car to the service department of Korum Mitsubishi to get it fixed. We had accidentally scarred the underside of the front bumpers on our new Lancer. Once again, we requested that the service department wash the car before doing the necessary bodywork on it, so that the car would be free of dust and dirt, to prevent the new paint and patching on our car from getting spoiled. This time we did so to the service manager, CHUCK COMBS. We thought that the presence of the service manager woulda, shoulda, coulda prevent the service department personnel from quibbling over a request as routine as a car being washed before doing any bodywork on it. Instead, Chuck Combs freaked out and became unbelievably rude with us. After a long tirade from Chuck Combs, the service department did wash and dry the car. We had also requested that the same technician do the bodywork on our car who had done the body work on our car on 3/23/11. Chuck Combs told us that the same technician was going to do so. But Chuck Combs lied to us and, unbeknown to us, assigned a technician named LUIS APONTE to do it instead. As far as we were able to see, he had done an excellent job as well. We spoke to BILL CRAFT, general manager of Korum Mitsubishi, about the very rude behavior of his service manager Chuck Combs. Bill Craft had a completely indifferent attitude towards our legitimate complaint and refused to do anything about it. We paid the full amount of \$213.14 with our check #2086 for the bodywork job that was done on our car.

If the reader is interested in viewing Korum Mitsubishi's Front Bumper work order invoice dated 6/8/11 then please go to hyperlink [Korum Mitsubishi Front Bumper Work Order](http://www.bullcrapbusters.com/Korum-Mitsubishi-Front-Bumper-Work-Order) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 6/9/11, we went to our bank and placed a stop payment order on the above check. We made the decision to deduct a RUDE FEE for (a) Chuck Combs's malicious, vicious unbelievably rude behavior towards us and (b) Bill Craft's I-don't-give-a-crap attitude towards our legitimate complaint about Chuck Combs and (c) Stephanie Clark's trouble-making gossip that instigated the unnecessary harassment towards us from Korum Mitsubishi's service department for requesting to have our car washed before any work was performed on it.

Businesses charge consumers for being rude enough to miss a scheduled appointment that is not cancelled within 24 to 48 hours. So why can't consumers charge a business for being rude enough to insult

their dignity for no reason? We took a \$35.54 rudeness deduction.

If the reader is interested in viewing the Stop Payment Order for the check # 2086 that we issued to Korum Mitsubishi in the amount of \$213.14 cancelled as of 6/9/11 then please go to hyperlink [Stop Payment Order](http://www.bullcrapbusters.com/Stop-Payment-Order) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 6/21/11, we issued check # 2100 in the amount of \$177.60 to Korum Mitsubishi.

The following is an excerpt from the correspondence we sent on 6/21/11 to Korum Mitsubishi regarding our rude fee deduction:

“To Bill Craft, Sales Manager,

Chuck Combs Malicious Vicious Rude for Nothing Discount \$10.00

Bill Craft No Give a Crap Discount \$10.00

Stephanie Clark Trouble Making Gossip Mouth Discount \$10.00

Enjoy the Bad Economy that you all Generated Discount \$5.54

\$35.54 (total rude fee)

\$213.14 (owed)

- \$35.54 (rude fee deduction)

\$177.60 (adjusted payment)

You are better off serving stupid docile customers.”

(Enclosed was our check for \$177.60).

If the reader is interested in viewing the Rude Fee Deduction correspondence and the adjusted payment check # 2100 that we sent to Korum Mitsubishi in the amount of \$177.60 dated 6/21/11 then please go to hyperlink [Rude Fee Deduction](http://www.bullcrapbusters.com/Rude-Fee-Deduction) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

A few months later, we had an occasion that required that we look underneath our car with a flashlight and that was when to our horror we discovered that the service department at KORUM MITSUBISHI, whose service manager was CHUCK COMBS, and whose technician was LUIS APONTE, had done an DISPICABLE job on the front bumpers of our car. The paint job on the bumpers did not match the rest of the surface of the bumper pieces. It was much fainter. There were deep gouges in the bumper pieces. They had not been sanded out or painted over.

Korum Mitsubishi is so stupid it does not even know that it is stupid. A car dealership does not make its money from selling cars. A car dealership makes its money from having its sold cars serviced. A car dealership also makes money by selling options to brand new car



owners. I had already bought and was planning to buy more options for our car from this car dealership.

**WE WILL NEVER EVER DO BUSINESS WITH KORUM MITSUBISHI AGAIN.**

On 8/11/11, we bought brand new front bumpers from Yonkers Mitsubishi.

On 9/20/11, Collision Specialists installed the brand new front bumpers into our car.

If the reader is interested in viewing the Younker Mitsubishi invoice for the purchase of two brand new Front Bumpers paid in full, and the Collision Specialist invoice for installment of the two brand new Front Bumpers paid in full then please go to hyperlink [Younker Mitsubishi and Collision Specialist](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

We did not pursue legal action against Korum Mitsubishi for the \$177.60 worth of monetary damage Korum Mitsubishi cost us by not rendering us any service for we knew that we did not have a solid enough legal case to win a verdict in our favor. For although, we could have presented our tangible evidence against Korum Mitsubishi – the front bumpers that Korum Mitsubishi had worked on – to a judge in a court of law, we would not be able to prove beyond a reasonable doubt that Korum Mitsubishi had indeed done an appalling job of fixing the two front bumpers of our car. After all, we had already driven our car off of the Korum Mitsubishi car dealership's lot therefore it might be argued that we did the damage to the front bumpers ourselves.

\* \* \*

Regretfully, we did not take the full amount for a rude fee of what we owed Korum Mitsubishi. But we at the BullCrap Busters Website learn from our mistakes. I have scoliosis of the spine. My cervical vertebrae are as straight as a flagpole instead of being curved like a normal back is. My thoracic vertebrae have an overall curvature that leans to the right as both of my hips are permanently out of alignment. My lumber vertebrae #5 is severally decompressed to the point of almost fusing with my tailbone. Some of the symptoms that my back condition causes are severe muscle spasms and extensive nerve misfiring throughout the extremities of my arms and legs, and lower and upper back regions. All of the above back injuries are due to a bicycle accident I had when I was ten years old and a car accident I was a passenger in when I was 22 years of age. Therefore, it is mandatory that I have regular chiropractic intervention to preserve my mobility and keep me pain free.

For one year and nine months, from 10/5/11 to 7/15/13, I was a LOYAL PATIENT of a chiropractor named CARL RANDY BAZE. His office is

located at 200 SW 41st Street, Suite 100, Renton, WA 98057. Phone: 425-251-5715. Fax: 425-251-0703. My initial visit of 10/5/11 was the only visit Carl Randy Baze did a Medical Exam on me.

If the reader is interested in viewing the BlueCross BlueShield Insurance Claims from 10/5/11 through 7/15/13 then please go to hyperlink [BlueCross BlueShield Insurance Claims Carl Randy Baze](http://www.bullcrapbusters.com/BlueCross-BlueShield-Insurance-Claims-Carl-Randy-Baze) at [www.bullcrapbusters](http://www.bullcrapbusters.com).

Let me tell you just how loyal of a patient I was. Whatever Carl Randy Baze recommended I do, I did. I bought a cervical pillow, message therapy services, fish oil, and joint formula, from Carl Randy Baze's office with my own money out of pocket, and I paid with my own money out of pocket for additional visits that my health insurance plan did not cover for Carl Randy Baze's chiropractic services. I visited his office every week for the entire duration that I was his patient. My health insurance was BlueCross BlueShield. I got 26 visits a year for chiropractic treatment.

I stand up for my dignity when it is necessary to do so. This means that I do NOT bother anybody for any reason unless or until someone bothers me for no reason. Carl Randy Baze's office staff consisted of another chiropractic named Alex Asaturav, Jennifer the billing accountant, Carl Randy Baze's daughter Taylor, and Jennifer, the office manager. When I initially met Carl Randy Baze's office staff they treated me in a relatively professional manner. However, with the progression of time, without provocation, the office staff became ruder and ruder towards me. So I got rude back with them. One day, I asked Carl Randy Baze if I was still welcome at his office. I told him that his office staff was being rude to me so I was being rude back to them. Carl Randy Baze's reply was to ignore the issue. All he said to me was that I was welcome at his office and that I was an excellent patient who did what he told me to do.

One day, when I was exiting the office after my chiropractic visit was over, office manager, Jennifer, who happened to be working at the receptionist desk, noticed that I was sneezing a lot and asked me, "What's wrong with you?" So I told her, "I am sick." Suddenly she broke out into sarcastic laughter. So I said to her, "You laugh for nonsensical reasons." I added, "Do you laugh at funerals, too?" She said, "Sometimes." I said, "How weird." I added, "I have a bronchial infection. I hope you do not get it. But if you do it could not happen to a nicer person." After that, I asked office manager, Jennifer, if she would print out my current bill so that I could pay chiropractor Carl Randy Baze what I presently owed him for his chiropractic services. Her reply was and these were her words verbatim, "It is not my job." Can you imagine that! It is not the office manager's job to generate a bill for a client. After that, I asked Jennifer if the other Jennifer would print out my current bill so that I could pay chiropractor Carl Randy Baze what I presently owed him. Her reply was, "She is not here." "How about

Taylor?” Her reply was, “She is not here either.” So I said, “Okay.” Then I left.

On another day, when I was exiting the office after my chiropractic visit was over, I came to the receptionist desk to pay what I presently owed chiropractor Carl Randy Baze. To my surprise, Jennifer, the office manager, was working at the receptionist desk, again. She had an extremely unprofessional demeanor about her. She wore a scowl, had a long face, and acted surly. She got “outer limits in the twilight zone” rude towards me right in front of a new trainee. I did not wish not to deal with her. So I asked Jennifer, “Is Jennifer here today?” She volunteered, “Jennifer quit. She got another job.” So I asked Jennifer, “Is Taylor here today?” She volunteered, “Taylor quit. She is moving on with her life. She is going to cooking school.” She said it in a tone of voice that implied that I ought to just know that. So I said, “When are you going to quit?” She gave me a hostile smile. I said, “I want to pay the amount that I presently owe chiropractor Carl Randy Baze.” She asked me in a bossy tone of voice, “Why are you still standing there instead of paying your bill?” So I said in an indignant tone of voice, “I am not a mind reader. You did not ask me for my money, yet.” Then, I gave her the amount I owed Carl Randy Baze in cash. After that, I asked Jennifer for a receipt. She refused to give me one. Instead she told me, “You can stop talking now.” Translation: “shut up”. So when her mouth started talking I told her “You can stop talking now.” In other words, “shut up” right back at you. Right in front of the new employee I said to Jennifer, “You are sure moody. One time you are nice to me, and the next time you are mean to me. Do you take medication?” Jennifer said, “No.” I said, “Listen to the nonsense.” Then I left.

On 9/8/12 I had my annual x-rays taken of my spine to see if the decompression therapy that Carl Randy Baze was doing was improving my back. I asked him, “Do you have time to see my x-rays?” He said, “I’ll make time.” In comparison to a previous x-ray I had taken on 9/7/10 according to the images on this x-ray my lumber #5 vertebra had increased its gap in both the anterior and posterior regions. Although it did not appear to me that I had made very much progress, Carl Randy Baze was ecstatic about what he saw and told me that even though it seemed like I had not improved a lot, I did wherein my nervous system’s function was concerned.

On 7/1/13 I had my annual x-rays taken of my spine to see if the decompression therapy that Carl Randy Baze was doing was still improving my back. I asked him, “Do you have time to see my x-rays?” He said, “I am busy.” Never mind that it was almost closing time and there were no other patients in his office. I said, “I can wait.” He said, “Okay.” I waited twenty minutes before the idle Carl Randy Baze ushered me into his office and took a look at my x-rays. In comparison to my previous x-ray taken 9/8/12 according to the images on this x-ray my lumber #5 vertebra it had yet again increased in gap in both the

anterior and posterior regions. Even I was able to see that I was truly a poster child patient of Carl Randy Baze's office. However, Carl Randy Baze looked miserably disinterested and said, "You did not improve much." Suprized I said, "You told me that every little bit of improvement in the spine was a great improvement to the nervous system's function." He padded me with his right hand on my left shoulder and said in an embarrassed tone of voice, "You are right." Disgusted, I left his office.

Carl Randy Baze was now making it obvious to me that I was really actually not welcome in his office as I was unwilling to be victimized by the bullying that his staff so freely and shamelessly dished out to his clientele. What was the point? The physical healing that I was getting was being sabotaged by the emotional toxicity of Carl Randy Baze's office staff and chiropractor Carl Randy Baze's two-faced self. He being a holistic health care provider ought to know that the body works in a synergistic fashion. Apparently, all he cares about is the money. I wondered incredulously, "What more did Carl Randy Baze want or need from me?!" I was, am, and always will be the best patient that he woulda, shoulda, coulda ever ask for. I was a poster child patient. I paid in full in a timely manner all of what I owed him for his products and services. I did everything he recommended that I do. But I guess he is so stupid that he does not even know that he is stupid as he is incapable of knowing what is in his own best interest. Meanwhile, Carl Randy Baze was so desperate for more patients that he did a Fourth of July for the year 2013 promotional in which he offered a free examination, free x-rays, free private consultation, and free initial office visit for each and every referral that he gets.

Because my patronizing Carl Randy Baze was counterproductive I decided to know longer do any more business with him, and since his office staff and now he were being unbelievably rude towards me for nothing I decided to take a rude fee. I owed Carl Randy Baze \$180.00 in co-payments. Unlike with Korum Mitsubishi, this time we took the full amount that I owed Carl Randy Baze as a rude fee.

The following is an excerpt from the correspondence we sent on 8/24/13 to chiropractor Carl Randy Baze regarding our rude fee deduction:

"To Baze Chiropractic. From Elana Laham. Best patient you ever had, have, or will have.

I am taking a rude fee of \$90.00 due to Jennifer, office manager's, refusal to give me bills or receipts. I am taking a rude fee of \$90.00 due to Carl Randy Baze chiropractor no give a crap about my back. I don't do double standards or double talk. Our business relationship is terminated.

I no care if you put it on my credit, as creditor is judge, jury, and

executioner over credit disputes, so credit system is bogus. But I will smile if you put it into collections, as doing so will cost you money.

Bye – Elana Laham (smiley face).”

If the reader is interested in viewing the rude fee facsimile dated 8/13/13 that I sent to Carl Randy Baze on 8/24/13 then please go to hyperlink [Rude Fee](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

#### 4) You Have the Right to Ask Questions About a Business’s Products and/or Services

One definition of the word “profess” is, “to declare one’s belief in” [See Webster’s New World College Dictionary fourth edition page 1145]. In the business world to profess either means, “I only believe in making money” or “I also believe in the betterment of humanity”. The irony is that those who choose to also believe in the betterment of humanity enrich the community and thereby experience monetary gain, whereas those who choose to only believe in making money impoverish the community and thereby experience monetary loss. Such is the way that economics works.

The medical profession is a salient example of those who only choose to make money. There are licensed medical personnel who exit top-notch “ivy league” universities after spending a decade attending them in order to learn medicine. Yet they enter the health care industry abandoning their Hippocratic Oaths. They are bully doctors for they are willing to make a buck by engaging in unsafe medical practices and performing dangerous medical procedures at their patients’ expense. So, the obligation to ensure that unsafe medical practices and dangerous medical procedures don’t occur falls upon the consumer. But the consumer is unfit to be burdened with such a task for he does not have the necessary skills or training to do it.

The following is a real life scenario entitled, “The Black Hole” illustrating how doctors wantonly transgress their Hippocratic Oaths:

Even though, they were all on my California dental health insurance plan, every single dentist that I went to, turned a routine six month prophylaxis – teeth cleaning – into a scam to try to get me to put unnecessary fillings in my teeth. They did this by lying to me that I had tooth decay and then showing me that I had shadows on the x- rays that they had taken of my mouth where my so called new cavities were. Fortunately, I was savvy enough to know – thanks to the old fashioned dentists that I had as a child – that dark spots on a tooth x-ray by itself are not an indicator that a cavity exists. The shadow might be on the tooth x-ray because the contour of the tooth cast it. Or, it might be there since the x-ray machine’s lens was dirty when the x-ray photos were taken. Other tests have to be performed to determine if a patient has



tooth decay.

One such test is a tooth probe exam. It consists of the dentist taking a long, thin, pointed, metal instrument and applying pressure to the tooth's surface in question. If the patient feels pain he has a cavity on that tooth. One can do a self-probe exam by taking a small piece of unused tin foil and placing it on top of the surface of the tooth in question. Then, one is to bite down on the tin foil that is sandwiched between the tooth that one believes may be cavity infested and the tooth that lies either above or below it. If one feels discomfort one has a rotting tooth. To discover if one has a cavity on the side of one's tooth, use a sharp, thin, long, metal instrument such as a sewing needle to probe that tooth. Before you begin sterilize the needle by exposing it to a flame or dunking it in alcohol to sanitize the tooth in question. The finer – thinner – the sharp part of the needle is, the more precise the test will be in detecting early tooth decay. All cavities start as small holes in teeth. After that, gently but firmly press the sharp part of the needle against the side of the tooth's surface. Be careful not to poke your gum. If you feel pain upon contact, you have a cavity on that tooth. When I asked the dentists who claimed that the shadows on my tooth x-rays signified that I had cavities to do the tooth probe exam they all refused! So, on my marry way I went in search of a dentist who was not going to drill unnecessary holes in my teeth so that he could buy his second car, second house, or second boat.

Many-a-dentist later, I found myself sitting in a dentist chair hearing the dentist's voice exclaim, "You have a cavity on your tooth." while he held the drill bit that might bore a devastating hole into one of my teeth in one hand, and showed me a small shadow on the x-ray of my bottom, lower, right, second bicuspid in the other hand. Skeptical, I did not believe him that I had a cavity on that tooth. So, as usual, I requested that he perform a tooth probe test. He did. I felt no pain. And so having no reason to believe him that I had a cavity on my tooth, I went on my marry way again.

One day, while I was whistling underneath my breath, as I was going through my old dental records as part of my throw away spring cleaning routine, I noticed something peculiar about the bite wing x-rays that had been taken of my mouth over the years, that I had not noticed before. The dark spot on my lower, right bicuspid, that had appeared as a small shadow on an earlier x-ray, according to the latest x-ray taken of my mouth, had grown considerably. My eyebrows arched up in alarm. But it was too late! The tooth really did have tooth decay. The dentist that I saw told me he was going to do a probe exam on it. I told him I had already had it done before but I felt no pain. But when he did the probe exam on the tooth, it hurt! Apparently, the one other dentist who was willing to do the probe exam had not done it right! The shadow on the x-ray had grown so large that I had to have root canal work performed on it to save what was left of it. I had never ever had a root canal before.

On 7/25/05, I made an appointment with dentist ED SAMRA for root canal therapy. His office is called “Trabuco Dental”. It is located at 27725 Santa Margarita Parkway, Suite 261, Mission Viejo, California, 92691. Phone: 949-579-2444. Fax: 949-597-2414. He also has an office located at 800 Corporate Drive, Suite 200, Ladera Ranch, California 92694. Phone: 949-364-0006. Ed Samra was a graduate of U.C.L.A. on of the top universities in America for dentistry. So I had every reason to believe that he was going to be a great dentist. Upon my initial visit to his office I asked Ed Samra if there was anyway he could save my tooth by making a large filling for its large cavity instead of doing a root canal on it. Ed Samra gave me a wicked smile and said, “No”.

The following is what transpired while I sat in Ed Samra’s dentist chair:

Ed Samra inserted a long needle into my gum tissue in order to numb my tooth so that he could remove my tooth’s nerve. However, during the middle of the root canal procedure his painkiller wore off. In that instant, I suddenly felt a bolt of lightening of indescribable pain surge from my lower, right, bicuspid tooth all the way down into the toe of my right foot. Ed Samra had not given me a proper dose of the painkiller so he had to re-insert more of it into my gum.

And that was not all!

After Ed Samra packed my root canal tooth with what appeared to be numerous long wooden toothpicks attached together with amalgam, he left me to sit in his dentist chair for two hours before returning to finish that part of the root canal therapy work. After that he bragged what a great job he had done.

And that was not all!

After that, Ed Samra told me that I had to come back at a later date to have the crown put on my root canal tooth thereby exposing my unfinished root canal tooth to the elements.

And that was not all!

While still sitting in Ed Samra’s dentist chair I grabbed a mirror to examine the root canal work that Ed Samra had done. It was then that I noticed that Ed Samra had carelessly made a large crack in my tooth while he was doing the root canal procedure. It was so large it took up three quarters of the surface of my root canal tooth. I pointed it out to him what he had created. His reply was, “That’s nothing. Don’t worry about it.”

On 5/6/06, I had an empty space in my mouth where my root canal tooth had been. My root canal tooth had shattered. Dentist Patrick L. McKenzie pulled it out. His office is located at 1900 South Puget Drive,

Renton, WA. Phone: 425-228-1521.

If the reader is interested in viewing the X-ray dated 5/6/06 from Dentist Patrick L. McKenzie showing the empty hole were my root canal tooth had been then please go to hyperlink [Patrick L. McKenzie's X-Ray](http://www.bullcrapbusters.com/Patrick-L-McKenzie's-X-Ray) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

And that is not all!

After the remains of my root canal tooth were extracted, to my chagrin, I noticed that its' now exposed neighboring tooth had a groove in the front side of it. Dentist Patrick L. McKenzie thought it was a cavity. But it is not. I have a series of X-rays from my current Dentist Gordon Rosengren showing that, over the years, the shadow, where the groove is in my neighboring tooth next to where the root canal tooth used to be, never gets any bigger. Apparently the machine that Ed Samra had used to drill the hole for my root canal tooth had sliced off some of the neighboring tooth's enamel. To this day, every time that I brush my teeth, I have to use a tooth pick to clean the food debris that gets trapped in it to prevent the tooth from becoming a cavity. I

If the reader is interested in viewing the series of X-rays dated 9/10/09, 9/16/10, 10/13/11 from Dentist Gordon B. Rosengren showing the groove in my tooth then please go to hyperlink [Gordon B. Rosengren's X-Rays](http://www.bullcrapbusters.com/Gordon-B-Rosengren's-X-Rays) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the series of X-rays dated 7/25/13 from Dentist Gordon B. Rosengren showing the groove in my tooth then please go to hyperlink [Gordon B. Rosengren's X-Rays](http://www.bullcrapbusters.com/Gordon-B-Rosengren's-X-Rays) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

And that was not all!

On 4/19/06, I received a letter from Ed Samra's collection agency, TSC Accounts Receivable Solutions located at P.O. Box 222, Cloudcroft, New Mexico 88317-0222. Phone: 888-687-4240. The correspondence claimed that I owed Ed Samra \$271.97. The amount of the so-called debt did not make any sense. According to the annual deductible co-payment portion of our Delta Dental insurance claim dated 9/1/05, I owed Ed Samra \$119.40. But I refused to pay it since I had only authorized Ed Samra's office to take bite wing x-rays of my mouth. Instead Ed Samra's office, without my permission, took full mouth x-rays of my mouth. Ed Samra then charged our dental insurance company for full mouth x-rays.

If the reader is interested in viewing the letter dated 4/19/06 from Ed Samra's collection agency then please go to hyperlink [TSC](http://www.bullcrapbusters.com/TSC) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

And that is not all!

Ed Samra attempted to double dip – charge my Dental Insurance Company twice for the one set of full mouth x-rays. On one line item of the bill, service date 7/25/05, that he sent to my Dental Insurance Company he referred to the full mouth x-rays he had taken of my mouth as full mouth x-rays. On another line item of the same bill, service date 7/25/05, he referred to the same full mouth x-rays he had taken of my mouth as bitewing x-rays.

If the reader is interested in viewing the explanation of benefits claim form from Delta Dental Insurance for visits to Ed Samra's office on 7/25/05 and 8/5/05 then please go to hyperlink [Delta Dental's Insurance Claims](http://www.bullcrapbusters.com/Delta-Dental's-Insurance-Claims) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

And that is not all!

Ed Samra posted a bogus debt on my spouse's credit report. So we posted the following Consumer Statement with Experian Credit Agency:

“ED SAMRA WRONGFULLY billed my dental insurance company for full mouth x-rays that WERE NEVER AUTHORIZED BY my wife's mouth, which resulted in her no longer being eligible for full mouth x-rays for the next three years. Therefore, I do not owe ED SAMRA any money. I have documentation proving all of the above upon your request”.

The above “capitalized” words are the part of our Consumer Statement that Experian refused to post.

If the reader is interested in viewing Ed Samra's bogus credit debt on spouse's Experian Credit Report dated 12/23/10 along with our Consumer Statement then please go to hyperlink [Experian Credit Report and Consumer Statement](http://www.bullcrapbusters.com/Experian-Credit-Report-and-Consumer-Statement) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

If the reader is interested in viewing the unauthorized full mouth x-ray that Dentist Ed Samra took of my mouth then please go to hyperlink [Ed Samra's X-Rays](http://www.bullcrapbusters.com/Ed-Samra's-X-Rays) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

I was forced to learn the hard way that in order to know if one has a cavity on one's tooth there is another test that must be performed. I call it the x-ray exam. I did not write this up just complain about my own pain. I wrote this up to teach others how to avoid having to go through what I did. Below is how to do the x-ray exam to know if you really do have a cavity on your tooth that needs a filling, or if a dentist just hopes to put unnecessary holes into your mouth so that he can unconscionably put more money into his corrupt wallet.

To do an x-ray exam, have the dentist take x-rays once every six months of your mouth. Then, request that the dentist office give you a

copy of them. Keep previous copies of your x-rays that have shadows on them that appear on your teeth for two years. If there is a cavity on your tooth then the shadow on the x-ray will have gotten bigger by then! Every six months, after you get x-rays of your teeth, compare previous copies of x-rays of your teeth with your current copy of x-rays of your teeth. If the shadow(s) on the x-rays of your teeth are benign – remain the same size – then you do not have any cavities on your teeth. If the shadow(s) on the x-rays of your teeth are malignant – they have grown in size – then you do have tooth decay on your teeth. If you have a bonafide cavity have a dentist put a filling into it. If you do not have tooth decay do not let a dentist put a filling in it.

When a doctor chooses to be either negligent or incompetent with regard to his medical evaluation of a patient's medical condition he risks bringing about medical malpractice. By refusing to treat a patient as a person a doctor increases the likelihood that he will render an improper medical diagnosis and prognosis of a patient's medical ailment. The best way for a doctor to accurately pinpoint a medical problem and correctly figure out a medical solution is for the doctor to be willing to view his patient as a holistic organism rather than as a mechanical body part. There are those doctors who will argue that holistic medicine is for naturopathic doctors. But the human body is a synergistic organism. Therefore, being that medicine is a healing arts profession all medicine is founded upon our head is connected to our neck bone, or neck bone is connected to our chest bone, and so on and so forth.

There are those doctors who will argue that they do not have time to get to know their patients. Well, this is because these doctors are too busy cramming as many patients into the office hour as they can in order to maximize their income.

There are those doctors who will argue that formal medical testing is all that is necessary to make a proper diagnosis and prognosis of a patient's medical condition. These doctors have chosen to be glorified medical technicians. They hide behind state of the art medical equipment to make it appear that they are bona fide experts in their medical field, rather than connect the dots of the Hansen and Gretel trail that an understanding of nature yields an overall wisdom about how the human body heals itself. After all, technologically advanced medical machines generate high medical bills for the patient to pay. Nevertheless, such tests are merely a collection of data. Knowledge by itself is blind, deaf, and dumb. Data has to be gleaned by essential variables such as a patient's diet. Did you know that over ninety percent of all known diseases are prevented and cured by simply eating a sensible, wholesome diet? You literally are what you eat. Yet most medical doctors do not have educational background about the powerful role that nutrition plays on one's health.

There are those doctors who make improper diagnosis and prognosis because they play the blame the victim game. If a patient suffers from



some physical anomaly these doctors will insist it is due to the patient's faulty genetics. Genetics are not flawed. Sometimes, the human body develops within its genetic material what are called mutations. A mutation is a modification that occurs so that the living organism can adapt to survive the kind of environment it finds itself in. Natural conditions cause healthy adaptations. For instance, people who are black have colored skin as it protect them from the sun's intense rays in the hot climates that they originated from such as Africa. Africa is where a lot of black American people came from. Unnatural conditions cause unhealthy adaptations. For example, a person who becomes diabetic does so from eating lots of junk food. Nurture – one's environmental factors – determines whether or not one will contract a disease. Nature – the prototype of the human DNA Helix – determines whether or not that disease will be imprinted upon one's DNA code and thereby become hereditary – passed on to one's descendants. If the diseased mutated chromosome remains dormant – recessive – the patient will remain well for the duration of his life span. If the diseased mutated chromosome becomes activated – dominant – the patient will contract the disease during some point in his lifetime.

The following is a real life scenario illustrating how environmental factors – nurture – can cause an individual to develop a disorder that is not inherited – nature - imprinted upon his DNA as a mutation – genetic adaptation.

Every doctor that I ever went to blamed my foot deformity on my so-called “defective” genes. Nonetheless, no one in my family or any member of my family lineage had ever suffered from such a malady before. The real culprit as to why the metatarsal bones, on both of my big toes, morphed into bunions had to do with nurture – environmental factors. When I was nine years of age, my mother bought me my one and only pair of boots. They were shiny white knee-high boots. I loved them so much that I always wore them and never took them off. Over the summer, I did not grow any taller, but my feet decided to grow the next foot size larger. However, that did not stop me from wearing my one and only favorite pair of boots. Being a child, my skeleton was soft and pliable, which is necessary for young bodies to grow. But instead of my big toes growing straight, which they woulda, shoulda, coulda done under normal conditions, in order to adjust to my toes having grown too big to fit into the now too small toe box of my one and only favorite pair of boots, they turned inward towards the rest of my toes. Being a child, I was unable to foresee, let alone imagine, the devastating consequences that were going to follow. After three months, I finally stopped wearing my one and only favorite pair of boots because they started to hurt my feet. But, the permanent damage to my big toes had already begun. The inward bend of the bones of my big toes caused both of my feet to pronate – turn inward – when I walked. The more I walked the more my feet pronated. The more my feet pronated the more crooked my big toes became. It was a vicious cycle.

At the age of twenty-two, I had to undergo major foot surgery on both of my feet because I could hardly walk on them. In addition, the pronated protrusions – bunions as they were called – on both of my large toes had grown so big that my feet were too wide to fit into most shoes. DOCTOR MELVIN MKW (Mitsuo Koon Wai). HAYASHI, an orthopedic surgeon, performed what is known as the Chevron method on both of my large toes. Doctor Melvin M. Hayashi was my FOOT SURGEON at LOS ROBLES HOSPITAL, which is located in the city of Thousand Oaks in the state of California. His office is located at 375 Rolling Oaks Drive, Suite 200 Thousand Oaks, California, 91361. Phone: 805-497-9481. Fax: 805-497-3416. He removed a splice of bone from the side of both of my large toes in order to straighten my feet out. When I woke up from the operation I was in so much pain that every three hours the hospital nurses had to give me morphine. After the painkiller wore off, my feet returned to a state of being in such excruciating pain that they went completely numb with pain until the next shot of morphine went up my butt in order to give me the next bout of temporary relief. For six months after the foot surgery I was unable to walk. But the rest of my life, on a daily basis, I was to be reminded of the ordeal I went through due to the botched up surgery job that DOCTOR MELVIN MKW (Mitsuo Koon Wai) HAYASHI did on my feet. Besides the three inch long, jagged, thick, pink scars that his surgeon's knife carved into the sides of my feet forever, he carved into my left foot a curved scar and into my right foot a straight scar. He also left a bright red lump of permanent scar tissue the size of a cherry on the right side of my right foot because he removed the steel pin that held my two broken pieces of bone together too early before my body had a chance to heal there.

I remember asking DOCTOR MELVIN M. HAYASHI one day what the letters MKW of his middle name actually stood (no pun intended) for. His answer was “Most Kind and Wonderful”. Well, first of all the surgery that he did on my feet was not Most Kind, and Wonderful. Secondly, as a human being he was the devil's opposite of Most Kind, and Wonderful. Doctor Melvin M. Hayashi received thousands of dollars from my parent's health insurance company for the botched up surgery job that he performed on my feet. But my parents did not have the money to pay him the \$200 their health insurance plan did not cover. I paid him the belated \$200 out of my own pocket. But when I asked that he remove the scar tissue he left on my foot, he did not even have the decency to speak to me. Instead he had one of his office staff named Kathy tell me, “DOCTOR HAYASHI SAYS THAT YOU ARE TO NEVER EVER STEP FOOT INTO HIS OFFICE AGAIN.” Those were her exact, precise words. I found out years later that doctor Melvin M. Hayashi died at age 71 of esophageal cancer. As far as I am concerned, he died that way because he LIED about what the initials of his middle name really stood for.

As the years rolled by, my big toes have slowly rolled back into their previous state of deformity. This, in spite of the fact, that after my foot surgery I always wear nothing but comfortable roomy tennis that are two sizes bigger than my foot size with sturdy but flexible orthotic inserts to support my feet. I am doing everything in my power to slow the process of their degeneration.

When I was a budding young adult female, due to my foot deformity, I had to endure lots of taunting and teasing from my peers. They called me names like “clod hopper” since I always had to wear flat, wide, ugly looking shoes. But the worst insult I ever had to endure, came from the brazen faced, arrogant big mouth, ignoramus, asinine doctors who insisted, as if they were God Almighty, that my foot deformity had nothing whatsoever to do with too tight shoes, but had everything whatsoever to do with my bad genes.

There are those doctors of modern medicine who make inappropriate diagnosis and prognosis about their patients because they have chosen to be glorified drug pushers and glorified knife butchers. After all, performing surgeries and prescribing pills is a quick and easy way for these doctors to make lots of money. This isn’t to say that surgery and medication are unnecessary. But when surgery is no longer executed for the purpose of saving lives and medication is no longer dispensed to aid in the process of healing, they become detrimental to one’s physical health and/or psychological well being.

It is most disturbing how there exist doctors today who have gone bully by victimizing their ailing patients in order to support a well-to-do lifestyle instead of enriching the lives of those who rely on them to get better.

So then, what is a patient to do? To begin with, the patient has to acknowledge that the doctor is not a “healer” just because he wears a “white coat”. In other words, the patient must be willing to say, “no” not “yes” to what a doctor advises just because the doctor advises it. That being said, the patient may have to tell the doctor what to do, not the other way around. Sounds scary? The consequences of not doing so are even scarier. Next. The patient must do research on the products and/or services that the doctor is offering him so that he can educate himself about the health options that are in his, not the doctor’s, best interest.

One way to do this is to exercise your consumer right to ask questions. Make a list of questions to ask the doctor that you intend to hire to evaluate whether or not he is going to do the job and do it right. Make sure that your questionnaire addresses specific concerns that you have about the medical treatment plan that the doctor is considering for you. Insist that the doctor reply to your inquiries in writing. You want and need him to be accountable in the event that a malpractice lawsuit ensues. Make sure that your questionnaire addresses the particular

advantages and disadvantages with regard to the medical plan that the doctor is considering for you. More often than not health care decisions are irreversible. So, you want and need to make the best choice available to you, as you may not get a second chance.

To assist you in making your own personalized questionnaire, I have included below a sample list of questions that I used when I interviewed orthodontists about orthodontics. It can be used as a template for all types of product and/or service and all kinds of professionals that exist out there in the world. You are welcome to use my list, or you can make your own.

### Orthodontist/Orthodontic Questionnaire

- 1) What school did you attend for orthodontics?
- 2) Are you a member of the Orthodontic Association?
- 3) How long have you been in practice?

[READER'S NOTE: THE ABOVE QUESTIONS ARE TO BE ASKED TO MAKE CERTAIN THAT THE PROFESSIONAL YOU ARE TALKING TO IS LICENSED AND HAS A PRACTICE. THEY ARE NOT TO DETERMINE YOUR OVERALL EVALUATION OF THE PROFESSIONAL'S ABILITY TO HELP YOU. JUST BECAUSE A PROFESSIONAL WENT TO A REPUTABLE SCHOOL, OR BELONGS TO AN ASSOCIATION, OR HAS BEEN IN BUSINESS FOR A WHILE, DOES NOT MEAN THAT HE IS AN EXPERT AT WHAT HE DOES AND SOMEONE THAT YOU CAN TRUST].

- 4) What are the treatment plans that are available to me for braces?

5) As a possible option for braces can I remove the upper left first bicuspid and the lower two second bicuspids in order to have room to straighten my mouth?

[READER'S NOTE: BE CREATIVE WITH YOUR QUESTIONS. PROFESSIONALS DO NOT NECESSARILY KNOW EVERYTHING ABOUT THEIR OWN PROFESSION. TOGETHER YOU MAY BE ABLE TO WORK OUT A PLAN TO YOUR LIKING THAT THE PROFESSIONAL OTHERWISE NEVER HAD CONSIDERED].

- 6) How long will I have to wear braces?

- 7) After braces will I have to wear a retainer permanently?

8) Aside from braces and retainers are there other devices I will have to wear during and/or after orthodontic treatment?

9) How often will the dentist have to clean my teeth while I am wearing braces?

10) What causes spotting (decalcification) of teeth while wearing braces?

11) Can braces cause gum recession or bone loss?

12) Can braces be moved more gently and more slowly to prevent bone loss and receding gum tissue?

[READER'S NOTE: BE PREPARED. KNOW WHAT YOU ARE GETTING YOURSELF INTO BEFORE YOU CONSENT TO DOING IT SO THAT YOU CAN BE COMMITTED TO THE PROCESS].

13) After wearing braces will my front upper teeth and front lower teeth be aligned at the midline?

14) After braces how much overbite and over jet will I have?

15) After braces will I have a canine to canine and a molar-to-molar relationship?

16) After braces will I have to wear a retainer permanently?

17) After braces will my teeth stay in their position indefinitely?

18) I have a cracked front tooth. Can braces cause my front tooth's nerve to die?

19) What remedies do you have for TMJ conditions?

20) Can I get a night guard or bite plate while wearing braces to protect teeth and orthodontic appliances from damage caused by grinding or clenching of my teeth?

Another effective way to screen a potential professional for hire is to observe whether or not he responds or reacts to your questionnaire. If he is hostile versus friendly, irritated versus patient, confusing versus informative towards your inquiry, go elsewhere!!!

The following are some sample replies from a survey that I made that some so-called expert orthodontists had to my above questionnaire:

One orthodontist's reply, to my above questionnaire was:

"In my 34 years of doing orthodontics I have never had to fill out a questionnaire like this. You will be better served by another orthodontist".



The following was my reply:

“In the 47 years of my existence I have never heard of or dealt with an orthodontist who refuses to put his treatment plan in writing. I filled out a 50 question, questionnaire from your office, but I did not complain. It’s my mouth. I have to live with the results. Just because you work in the field of orthodontia for 34 years does not make you a reliable orthodontist, especially since you screen your potential patients for stupidity and docility. REJECTION IS GOD’S PROTECTION. So thank you.”

The following is a welcome letter, I read during my initial visit to the above orthodontist’s office:

“We welcome you. And we will strive to serve you to the best of our ability. If you have any questions or concerns...please don’t hesitate to speak to me. Our main concern is to make you comfortable ...and help you understand all that is being accomplished...We are dedicated to providing the best orthodontic service possible in a pleasant and friendly environment. If you have an additional questions please call...”

Another orthodontist’s reply to my questionnaire was to try to charge me an outrageous fee for a consultation and set-up models.

The following was my reply:

“According to your own brochure under the section entitled ‘practice philosophy item 6’, you stated that you are fair about fees. Upon my initial visit with you, you told me that your fee for a consultation and set-up models was \$100.00 to \$130.00. Then, after I told you that I wanted my braces done by you, you told me that your fee for a consultation and set-up model was \$760.00!! Good bye!”

Another orthodontist’s reply to my above questionnaire was to claim that my questionnaire was unreasonable by stating the following:

“Regarding your list of questions some require that I foresee into the future.”

The following was my reply:

“I do not have a crystal ball so I can not hire you.”

Another orthodontist’s reply to my above questionnaire was to claim that my questionnaire was invalid by stating the following:

“ Orthodontics is a mechanic process. However, there is an artistic process that cannot be explained. When choosing an orthodontist there

has to be trust between patient and doctor.”

The following was my reply:

“You are trying to bamboozle me.”

Another orthodontist’s reply to my above questionnaire was to get hostile towards it by stating the following:

“Your recalcitrance in committing to a bonding date and active treatment demonstrates to me that you have concerns about me as your orthodontic practitioner.” According to the Random House Webster’s College Dictionary, second edition 1997, page 1084, the word “recalcitrance” means “resisting authority”. Translation of this orthodontist’s message was: “I hate you for watching out for yourself”. Motive: “Since I cannot injure your wallet, I will insult your ego”.

The following was my reply:

“Please refrain from projecting the word recalcitrance upon others. You did not evaluate my option as you promised that you would. Therefore, you were recalcitrant. You need to learn to respect the patient who gives you a business and therefore is your BOSS.”

Aside from conducting your own question and answer screening test to determine if you ought to say “yes” or “no” to a business and the products and/or services that the business has to offer, thanks to the Bully Culture, there is only one way to find the best professionals -

\*\*\*YOU HAVE TO BE LUCKY\*\*\*

5) You Have the Right to Inform Others about Good and Bad Business Entities

One day while I was walking home from the grocery store a young boy who looked to be no older than ten years old was sitting alongside the curb of a sidewalk. His face was reddened from crying. “Don’t go to that Carl’s Jr. around the corner” I went to buy a hamburger there and they told me to ‘shut up’ and would not take my order.” He sounded very upset. My reply to him was, “Thank you for telling me. I will not do business with that Carl’s Jr. anymore.” And I never did.

If a business does a consumer harm or hurt and the consumer cannot pursue legal action against the business for whatever reason, the next best thing to do is to tell others about the bad business in order to protect other consumers from it and in order to give the bad business the bad reputation that it deserves so that it will go out of business.

The following is a real life scenario entitled, “U.S. Bunk” illustrating

what a BAD business looks like:

On 7/3/06, I opened an Individual Retirement Account (IRA) Certificate of Deposit (CD) in the amount of \$178,312.84 at U.S. BANK at its Auburn branch located at 401 15th Street, North East, Auburn, WA 98002. Phone: 253- 939-7000. The Federal Deposit Insurance Corporation (FDIC) insures peoples' money so that, in the event of a bank crash, the U.S. Government will reimburse people for their lost money. Although, I told PRATITI M. VORA, assistant manager of U.S. Bank's Auburn branch, that I must have documentation proving to the Federal Deposit Insurance Corporation (FDIC) that I owned such an account, she insisted that I was not entitled to such paperwork. U.S. Bank's Auburn branch refused to give me any paperwork showing that I had opened it up for a three-month term so I told Pratiti M. Vora that I was going to close out my IRA CD account with U.S. Bank. She asked me, "Why?" I told her, "Because I do not appreciate this bank's customer disservice".

If the reader is interested in viewing U. S. Bank's Traditional IRA Application document dated 7/3/06 then please go to hyperlink [U.S. Bank Traditional IRA](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 10/3/06, my IRA CD account matured.

If the reader is interested in viewing U. S. Bank's Certificate of Deposit document dated 9/15/06 then please go to hyperlink [U.S. Bank Certificate of Deposit](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

So, I filled out a Request for Transfer form for a Traditional IRA account from Sterling Bank's Auburn Branch in order to transfer my IRA money from U.S. Bank's Auburn Branch into it. It was mailed regular first class mail to U.S. Bank from Sterling Bank during the grace period of my IRA account at U.S. Bank when debit and/or credit transfers are allowed to take place. But the automatic transaction never took place because according to the Auburn Branch of U.S. Bank it was never received. The routine bank-to-bank transfer of my IRA money was not done.

If the reader is interested in viewing Sterling Bank's Request for Transfer to an IRA and Traditional IRA application forms dated 10/3/06 then please go to hyperlink [Sterling Bank's Request for Transfer of IRA](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Not wishing to wait another three months for the grace period to resume in my IRA CD account, in order to attempt another bank-to-bank transfer of it, I decided to go back to U.S. Bank and withdraw my IRA CD account personally. I went to several branches other than the Auburn branch of U.S. Bank to withdraw my IRA money from it. Even though their bank's policy stated in writing that I can do my banking

transactions at any one of the bank's branches with anyone of its employees, no matter which branch I went to, to close out my IRA account all of them refused to do so, claiming that I had to go back to the branch of U.S. Bank that I had originally opened my IRA CD account in order to close out it.

On 10/13/06, the last day of my IRA CD account's grace period, I entered U.S. Bank's Auburn branch to close out my IRA CD account in person, by obtaining a Cashier's Check in order to roll it over into Sterling Bank's Auburn branch. I approached a bank clerk at her desk and told her what transaction I was there to perform. Initially, this bank clerk was very polite towards me. She told me, "No problem. You can close out your IRA account right here." Then she got on the phone and when she hung up the phone she told me that she was unable to do as I had requested. When I inquired as to why, she laughed and said that I had to go to the manager to close out my IRA account. She was referring to the same manager, Pratiti M. Vora, who had conspired with all of the other branches not to close out my IRA account as I had the audacity to no longer desire to patronize U.S. Bank. My husband grew angry and in a raised voice he demanded that she take care of my request. But instead of doing so she told him that if he did not calm down she was going to call the police. Not wanting us to get into trouble with the enforcer bully police officer for demanding our consumer rights, and irritated with her for going along with this manager's petty vendetta, and enjoying her role as Ms. Malicious Vicious, I said, "Oh I see. You are just the stupid clerk who does not know how to do anything". Angry at my remark she said, "You are very rude". So I shot back one of my "Have a Nice Day Salvos" at her, "You are unbelievably rude." She denied that she was. To this I said, "You give rude, you get rude." She did not say anything else after that. Instead she got up and left her desk. After that, she walked over to the other side of the lobby, and climbed some stairs. A few moments later, as she was climbing back down the stairs, she literally tripped over herself and fell down. Wow!!! My Have a Nice Day Salvo literally floored her.

None of the U.S. Bank Auburn branch employees were willing to assist me in closing out my IRA CD account, claiming that the assistant manager, Pratiti M. Vora, had to enact such a transaction. Not even DARARATH X. MOK who had opened my IRA CD account, who, by the way, happened to be in the U.S. Bank's Auburn branch when I came in to close out my IRA CD account. So, I reluctantly went over to the desk of the even ruder troublemaking manager who had arranged that I had to close out my IRA account with her so that she woulda, shoulda, coulda have her show down with me.

When I went over to assistant manager, Pratiti M. Vora to assist me in closing out my IRA CD account, she told me that the depositor (me) would incur a penalty from the Internal Revenue Service (IRS) if I so chose to close out my IRA CD account at U.S. Bank. I told her that she

was mistaken because a) I was closing out my IRA CD account during its grace period (of ten days); and b) I had a copy of the Request for Transfer Form Document from Sterling Bank that Pratiti M Vora was now claiming that she had lost (imagine that a bank losing such an important piece of paper) and c) Tax Law explicitly states that one has up to sixty days to Roll Over their IRA monies from one banking institution into another without being charged any penalty [See Publication IRAs from the Department of the Treasury IRS for 2005 Tax Returns, Chapter One Traditional IRAs, page 22, Section, Time Limit for Making a Roll Over Contribution, paragraph one].

After that, assistant manager, Pratiti M. Vora filled out the IRA Distribution Form she did so incorrectly, refused to correct it, and insisted that I sign it. I refused to do so, since it was an illegal document because it was full of errors. After that, assistant manager, Pratiti M. Vora, called me names such as “trouble maker” and intentionally mispronounced my name for my refusing to sign the illegal document that she had prepared until she fixed the errors that she had made and put her initials next to the corrections that she had made. When she reluctantly did so and it was finally completed she give me the Cashier’s Check in the amount of \$179,711.52 without any more mishaps. After that, I extended my hand to hers, shook it, and said, “Thank you for your assistance” and I left. She just stared at the ground in front of her and said in a barely audible voice, “Bye.” Though she deserved it, I did not get rude back with Pratiti M. Vora out of concern that if I did she might call the police and have me arrested for disorderly conduct and thrown out of U.S. Bank’s establishment on a one year no trespassing order, thereby keeping my IRA CD account open indefinitely against my will while making me look like some sort of criminal.

If the reader is interested in viewing U.S. Bank’s IRA Distribution Form along with U. S. Bank’s Cashier’s Check reflecting withdrawal of my IRA money from U.S. Bank, dated 10/13/06 then please go to hyperlink [U.S. Bank's IRA Distribution Form with Cashier's Check](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

After that, I wrote a legitimate complaint letter to the CEO of U.S. Bank, JERRY A. GRUNDHOFER. I told him that, thanks to assistant manager Pratiti M. Vora’s mistreatment of me for no cause, U.S. Bank will lose approximately \$13,500.00 annually, indefinitely, for losing me as a customer, between the SPREAD of interest it could have lent in loans to its depositors, and the interest it would have paid to its depositors. He never sent me any reply.

[NOTE TO THE READER: THE WORD “SPREAD” IN BANKING TERMS MEANS THE DIFFERENCE BETWEEN THE INTEREST THAT BANKS CHARGE THEIR BORROWERS FOR OUTSTANDING LOANS AND THE INTEREST THAT BANKS PAY THEIR DEPOSITORS ON CHECKING AND SAVINGS ACCOUNTS.



NOWADAYS, BANKS PAY THEIR DEPOSITORS A LOW INTEREST RATE ON THEIR CHECKING AND SAVINGS ACCOUNTS. HOWEVER, BANKS LEND MONEY TO CONSUMERS AND BUSINESSES AT A HIGH INTEREST RATE. THIS MEANS THAT EVERY DOLLAR THAT A BANK RECEIVES FROM ITS DEPOSITORS – CUSTOMERS – GIVES THE BANK SUBSTANTIAL ANNUAL PROFITS.]

On 10/13/06, I walked over my IRA Cashier's Check in the amount of \$179,711.52 and deposited it into the Auburn Branch of Washington State's Sterling Savings Bank. Sterling Bank rolled it over for me into a renewable three-month IRA CD term account.

If the reader is interested in viewing Sterling Bank's Certificate of Deposit document dated 10/13/06 then please go to hyperlink [Sterling Bank's Certificate of Deposit](http://www.bullcrapbusters.com) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

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#### 4) You have the Right to Boycott a Business

To boycott means to no longer purchase luxury items – products and services that you WANT and to no longer buy necessities – products and services that you NEED from a BAD business. In a consumer market where both ethical and unethical business establishments exist, all the consumer has to do to boycott a bad business is to only engage in business transactions for all of his WANTS and NEEDS with good businesses. However, if bad businesses are the only businesses around – and this is what happens when the consumer does NOT exercise his consumer rights – then the consumer has to boycott the bad businesses by only being willing to buy products and services that he NEEDS from the bad business entity. The good news is that by not purchasing any products and services that the consumer WANTS, from the bad businesses the consumer saves lots of money. The other good news is that the bad businesses dominating the economic market pay for it by going in the “red” – having more expenses going out then revenue coming in – thereby jeopardizing their continued existence. This is called consumer CLOUT.

If you have to boycott a business, don't just vote with your feet (quietly take your business elsewhere). Let that business know that you are not satisfied with the way in which it is treating you so you are taking your business, elsewhere. This way, the wayward business will have the opportunity to improve its business's practices if it desires to do so. And if it doesn't, no worries! The bottom line is that the consumer gives the business a business. So, the more consumers let businesses know that they will not patronize them, due to their corrupt business practices, the more consumers will get their wants and needs met by corporate society with regard to the types of products and services that are sold for the

consumer to buy as well as the kinds of labor wages and labor conditions that the consumer will get. This is called consumer LEVERAGE.

The following is a real life scenario entitled “How Safe is a Safe Deposit Box?” that illustrates how a person knows when to boycott a business.

On 5/4/12 we went to the Bellevue Branch of Sterling Bank located at 1000 Bellevue Way NE, Bellevue, WA 98004, Phone: 425-454-9212, Branch Manager CECILLE SCHUMAN, to rent three 10X10 Safe Deposit Boxes to put our belongings in. We rented Safe Deposit Box #113, #163, and #211. Each Safe Deposit Box cost us \$110.00 per year to rent. That’s a total of \$330.00 annually that we paid to rent them for the year.

If the reader is interested in viewing Sterling Bank’s Notice of Rental of Safe Deposit Boxes then please go to hyperlink [Sterling Bank Safe Deposit Box Rental](http://www.bullcrapbusters.com/Sterling_Bank_Safe_Deposit_Box_Rental) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 5/4/13 we renewed our above Safe Deposit Box rentals. Each Safe Deposit Box now cost \$115.00. That’s a total of \$345.00 annually that we paid to rent them for the year.

If the reader is interested in viewing Sterling Bank’s Notice of Renewal of Rental of Safe Deposit Boxes then please go to hyperlink [Sterling Bank Safe Deposit Box Renewal Rental](http://www.bullcrapbusters.com/Sterling_Bank_Safe_Deposit_Box_Renewal_Rental) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

On 9/23/13 we went to the Bellevue Branch of Sterling Bank to conduct our business as usual of entering and exiting our Safe Deposit Boxes. One of Sterling Bank’s employees named GREER was helping us get into and out of our safe deposit boxes. After she finished I politely said “Thank you.” She said politely back, “Your welcome.” Greer then held the bank’s safe’s door open for me. So again I said politely “Thank you.” But this time she said in a sassy tone of voice with her back turned toward me, “Uh huh”. Greer already knew that I don’t like it when she says the word “Uh huh” in a rude manner towards me. A couple of months earlier when I said “Goodbye” to the crew as we were leaving the bank Greer rudely said “Uh huh”. So I teased her about it by asking her, “Is Uh huh the new word for good bye in Greer-ez (her language)?” She pretended like she did not know what I was talking about and said, “What?” So I laughed and walked away.

On 9/24/13 we were at the Bellevue Branch Sterling Bank conducting business again. Before we entered the vault I went over to Greer and said, “Is Uh huh the only word in Greer-ez (your language)?” This time she gave me no reply but I was able to tell that she was very mad at me. Quite frankly I do not know why. All I did was sass her back for being rude to me for no reason. Immediately after we exited the vault the

branch manager, Cecille Schuman, came over to us and said, “Can I talk to you?” I said, “Okay.”

Cecille Schuman ushered us into a private room and said “Greer told me you don’t like her”. Then for what felt like an eternity Cecille Schuman told us how wonderful Greer is and that she has worked with Greer for four years. But not once did Cecille Schuman ever say what nice people we are even though we have been coming to her bank’s branch for two years, even though, I greet her whenever I see her, even though I asked her how her mother was doing after she had contracted the Asian flu, and even though Cecille Schuman, herself, said to me what a nice person I was for doing so. I listened patiently for Cecille Schuman to come to the end of her sentences of praising Greer up and down. But she never did. So I interrupted her by saying, “Is it okay if I say something? Does it even matter to you what I have to say?” Abruptly Cecille Schuman stopped speaking and said, “Yes.” I then told her that although it is her experience that Greer is nice it is our experience that Greer is not. I said that we did not dislike Greer but that apparently she does not like us and we do not know why. After that I told Cecille Schuman how Greer got rude with me without provocation by speaking the word “uh huh” to me in a sarcastic tone of voice. So I sassied Greer back by asking her if “uh huh” was the only word in her vocabulary. Cecille inquired as to why I did not simply take a deep breath. I replied if someone offends me I defend myself.

I asked Cecille Schuman, “Why didn’t Greer stop bothering me when she realized that I did not appreciate her sarcasm?” Then, I mentioned to Cecille Schuman how once Brandon, who is another employee there, laughed at me so I told him “You laugh for nonsensical reasons.” Brandon never ever laughed at me again after that. After hearing this, Cecille Schuman told us that she was going to have a talk with the entire staff including Greer to tell them not to say the word “Uh huh” anymore. We told Cecille Schuman that we did not have a problem with the word “Uh huh” but we did have a problem with the hostile way in which Greer said that word to us. Cecille Schuman’s reply was dead silence.

After that, we all said our “good byes” and “have a nice days” and we left the bank.

When we got home I realized that I had forgot to ask Cecille Schuman something. So I called up the bank and asked to speak to her. When Cecille Schuman got on the phone I asked, “Is this Cecille?” She said “Uh huh” followed by “Oh I forgot I am not supposed to say the word uh huh” followed by her own sarcastic laughter. That was the first time ever that I heard Cecille Schuman sarcastically laugh or say the word “Uh huh” herself. It, amongst other things that Cecille Schuman said to us during our private meeting, threw up a red warning flag.

On 9/25/13 we returned to the bank to retrieve all of our belongings

and closed out our three Safe Deposit Boxes and my Savings Account. As we were doing so, to my surprise, Lynda Warfield, the assistant manager of the branch, said to me, “You are closing out your account aren’t you?” I asked her, “How do you know?” I knew it was not because we were taking all of our belongings out of our Safe Deposit Boxes, as we had done such a thing several times before. She refused to tell me. I did not press her. A few minutes later, as she was finishing up our Safe Deposit Boxes close out transaction, Lynda said to me, “I am sorry to see you go.” I said, “Thank you. We had some fun talking didn’t we?” She agreed that we did. Lynda finished the transaction and refunded us in cash the \$45.00 for returning the keys to the three Safe Deposit Boxes.

I saw Brandon after that and said, “Hi Brandon. How are you?” He said “Hello”. I said, “I decided to leave the numbers on that I put on each of our Safe Deposit Keys to make it easier for you to know what keys go with which safe deposit box.” He said, “Thank you I appreciate that.”

As far as I knew neither Lynda or Brandon held a grudge against me for telling them, “You laugh for nonsensical reasons”. Lynda’s reply was “I know.” But she never got upset with me for saying it. We always said hello to one another and engaged in friendly conversation with each other. I remember the one time Brandon laughed at me and I told him “You laugh for nonsensical reasons” he got really mad at me. But he got over it. Soon afterwards he was saying hello to me again so I said hello back and we engaged in friendly conversation. These two above employees of Sterling Bank were mature individuals who knew that fair is fair.

If the reader is interested in viewing Close Out of Sterling Bank’s Safe Deposit Boxes then please go to hyperlink [Sterling Bank Close Out Safe Deposit Boxes](http://www.bullcrapbusters.com/Sterling-Bank-Close-Out-Safe-Deposit-Boxes) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Now I walked over to where Cecille Schuman was and I said to her, “You laugh for nonsensical reasons.” She looked at me funny like she did not know what I was talking about. So I told her “During our telephone conversation you laughed that you said the word uh huh. I have never ever heard you laugh before. That was weird.” Cecille Schuman’s reply was dead silence. Indignantly, I told her, “We are not comfortable with double standards and double talk so we are closing out our account today.” Bluntly I added, “I am not going to be a door mat for you to defecate and urinate all over so that I can do business with this bank.” Cecille Schuman looked at me shocked, and angry, and asked why after all of that conversation we had had the day before.

“Three reasons.” I replied. “First, you took a trivial complaint from Greer and confronted us about it. It is not like we committed assault and battery on her.” Cecille Schuman interrupted me and exploded, “It was

no little thing!” After she finished, I went on, “You are rewarding Greer for her bad behavior. She has a bad attitude towards us. Greer knows that she is in the wrong and we are in the right. Greer offended me, I defended myself, and she complains to you about it?” Cecille Schuman said, “Greer does not know the difference between right and wrong.” I said flabbergasted, “Everybody knows the difference between right and wrong!” Cecille Schuman’s reply was dead silence. I continued, “We are concerned that Greer will continue to bother us. Then if we come to you about Greer, maybe the first time we do it you will be okay with that. But after that, Greer will have you regarding us as chronic complainers.” Cecille Schuman’s reply was dead silence.

Then, out of the clear blue Cecille Schuman said, “How mature.” “I am mature. I have a right to defend myself if someone offends me.” I said indignantly. Cecille Schuman said haughtily, “You are not defending yourself.” I said emphatically, “Yes I am!” IMAGINE THAT. CECILLE SCHUMAN ACCUSES ME OF BEING IMMATURE WHEN SHE AND GREER ARE BEING IMMATURE BY GANGING UP ON ME AND VICTIMIZING ME WITH THEIR BULLYING. After that, Cecille Schuman accused me of yelling and said, “If you continue yelling I will have to ask you to leave.” My voice had not even risen one decibel so I said, “I am leaving! I am closing out my account.”

“The second reason is because you defended Greer for fifteen minutes before you even heard our side of the story.” Cecille Schuman interrupted me and exploded, “I did not defend her for fifteen minutes!” She harped several times about the exaggerated length of time I had stated that she had defended Greer instead of dealing with the issue of how defending Greer without hearing our side of the story was offensive to us. So I said, ignoring her tirade, “That is not what businesses are supposed to do. It is not professional. It was insulting”. Changing the subject, Cecille Schuman said in an accusatory tone of voice, “You are accusing me of being biased.” I said matter-of-factly, “You are being biased.” Cecille Schuman’s reply was dead silence.

“The third reason is because you are not dealing with the issue. You told us you were going to talk to your staff members about not saying the word uh huh.” Cecille Schuman interrupted me and exploded, “After I talked to you I spoke to the entire staff and told them to be careful about their NON-VERBAL cues.” She repeated herself three times. Getting annoyed with her unwarranted anger I asked, “Why are you angry? I am the one who has the right to be angry!” Cecille Schuman’s reply was dead silence.

“This is a mis-communication.” I interjected. Greer said the word uh huh in a sarcastic TONE OF VOICE.” I barely finished saying the word “voice” when ” Cecille Schuman interrupted me again and exploded, “I talked to Greer separately for an hour and a half.” Cecil was clearly trying to guilt me by pretending to be doing her utmost to resolve the



conflict when she was really avoiding the issue. . I asked inquisitively, “What did you say to Greer?” Cecille Schuman's reply was dead silence.

Finally Cecille Schuman, exasperated I guess with not being able to intimidate or manipulate me into being victimized by Greer and her bullying tactics, just stared off into space while I was talking. So I said to her, “I guess you have had enough truth for one day” and I got up and went to the teller window to close out my savings account at Sterling Bank.

During one point in our earlier conversation on 9/24/13, Cecille Schuman said, “You are going to see a different Greer.” Initially, this sounded like she was going to reprimand Greer for her unprofessional conduct towards us. That is until Cecille Schuman raised the above three warning flags of (1) being biased in favor of Greer and in disfavor of us and (2) insisting on double standards that it is okay for Greer to mistreat us but it is not okay for us to disrespect Greer back and (3) diverting the issue to make it appear as if we are the one's who are super sensitive about every non-verbal body twitch that Greer makes instead of Greer being the one who is hyper diaper sensitive about us retaliating against her verbal hostility towards us. Now we were certain that what the phrase, “You are going to see a different Greer” means is that we were going to see a meaner Greer than we have ever seen before.

My spouse and I have reason to believe that Cecille Schuman had plans to get us into some sort of unwarranted trouble. She was going to make it unbearable for us to conduct business at her Sterling Bank branch by allowing Greer to harass us but not permit us to retaliate against Greer or complain to her about Greer in the hope that we would get yelly-screamy and cuss her and/or Greer out in frustration over the double standards and lack of outlet for resolution. That way Cecille Schuman, manager of Sterling Bank, would be able to contact the police to have us thrown out of the establishment and file a one year no trespassing order against us so that we could not retrieve our irreplaceable belongings and thereby have them all thrown away!!! Why

do we believe this? Our past personal life experience coupled with our current life experience with Cecille Schuman has shown us over and over and over again that this is how many business do business today. All they care about is getting the one who gives them their livelihood busted. For the entire one and a half years that we had been patronizing this branch of Sterling Bank Cecille Schuman was almost never ever even there and yet she has the audacity to act as if she is doing her job by getting rid of two perfectly decent customers for the simple reason that we refused to be victimized by her and Greer's bullying.

In addition, due to Cecille Schuman's grossly unprofessional IMMATURE behavior, we lost \$201.25 due to the fact that we had to forfeit seven months worth of Safe Deposit Box usage. That's 3 boxes X \$115.00 per each box X (7 months unable to use divided by 12 months

paid for) = \$201.25 lost. But Cecille Schuman's Bank lost \$345.00 per year, indefinitely.

While we were preoccupied with closing my savings account with a bank teller I do not know the name of, Lynda came over to me and said, “I am going to give you a hug” and she gave me one. I said, “Thank you.” A few minutes later, Brandon came over to me and said. “I am going to miss you. I really mean it.” He then extended his hand and I shook it and said, “Thank you.” Then he said, “Cecil spent a long time talking to us. I hope you will reconsider and come back to us.” I told him “No” and explained to him that the reason was because it was the “Cecille and Greer Show”. He said no more after that. I told Brandon, “Cecille ought to have told me what you just said to me. If you ever decide to become a manager of a bank you will make a good one.” He said, “Thank you”.

If the reader is interested in viewing Close Out of Savings Account with Sterling Bank then please go to hyperlink [Close Out Statement Sterling Bank Savings](http://www.bullcrapbusters.com/Close-Out-Statement-Sterling-Bank-Savings) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

Ironically while we were waiting to get our money, we noticed a flier at the bank teller counter advertising that Sterling Bank is merging with another bank called Umpqua. Why am I not surprised???!!!

If the reader is interested in viewing Article Sterling merges with Umpqua Bank then please go to hyperlink [Sterling merges with Umpqua Bank](http://www.bullcrapbusters.com/Sterling-merges-with-Umpqua-Bank) at [www.bullcrapbusters.com](http://www.bullcrapbusters.com).

How do you know when to boycott a business? You boycott a business when it REPEATEDLY treats you like crap just for doing business with it. We had in good faith and loyally patronized Sterling Bank's Seattle Branch, Federal Way Branch and its Bellevue Branch but were disrespectfully mistreated. So we will never ever patronize another Sterling Bank again.

#### 5) You Have the Right to Pursue Legal Action Against a Business

Don't be intimidated or manipulated by the business bully who lies, steals, cheats, and/or enacts its current modus operandi (mode of operating), which is to bribe the enforcer bully – corrupt police, corrupt district attorneys, corrupt judges, etc., in order to “Get away with it.” so that it can barely eke out a living. The consumer has the right to sue any business that does not abide by ethical (fair) business practices, which results in either its workers and/or its patrons incurring physical damages, monetary losses, and/or emotional duress. The law is on your side. Use it or lose it!!!