



Filed: 07/26/2024 10:39 AM

The Presiding

Motion Hearing: Tuesday, July 30, 2024 @ 10:00 a.m.

SMC Room 1103

With Oral Argument

IN THE MUNICIPAL COURT OF THE CITY OF SEATTLE  
KING COUNTY, WASHINGTON

THE CITY OF SEATTLE, a municipal  
corporation,

Plaintiff,

vs.

MILES OLIVER HUDSON, a single person,

Defendant.

Civil Case No.: 1240000005

DECLARATION OF CINDI WILLIAMS IN  
SUPPORT OF RESPONSE TO MOTION TO  
SET ASIDE DEFAULT AND VACATE  
JUDGMENT

I, Cindi Williams, state and declare as follows:

1. I am an Assistant City Attorney for Plaintiff, the City of Seattle, in the above-named action for civil penalties filed with this Court, and make this declaration based on my personal knowledge and belief.
2. Attached hereto as **Exhibit A** is a true and correct copy of a Complaint for Ejectment filed by PR 1430 Second, LLC in King County Superior Court case number 24-2-15313-6 SEA.

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DECLARATION OF CINDI WILLIAMS IN SUPPORT OF RESPONSE TO MOTION TO  
SHOW CAUSE RE: VACATION OF JUDGMENT/ORDER– 1  
(SMC Civil Case No. 1240000005 | City v. Hudson)

**Ann Davison**  
Seattle City Attorney  
701 Fifth Ave. Suite 2050  
Seattle, WA 98104  
(206) 684-8200

1 I declare under penalty of perjury under the laws of the State of Washington that the foregoing  
2 is true and correct, and that this declaration was executed this 24<sup>th</sup> day of July 2024, at Seattle,  
3 Washington.

4 /s/Cindi Williams  
5 CINDI WILLIAMS, WSBA #27654  
6 Assistant City Attorney  
7 *Attorneys for Plaintiff, The City of Seattle*  
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING-SEA

PR 1430 SECOND, LLC

Plaintiff,

NO.

vs.

COMPLAINT FOR EJECTMENT

MILES OLIVER HUDSON

Defendant(s).

# 45253.0015

**COMES NOW**, the Plaintiff by and through their undersigned counsel of record and  
alleges the following causes of action against Defendant:

**I. PARTIES**

1.1 Plaintiff is the legal owner of the real property described as **WEST EDGE  
APARTMENTS**, located at the common address, 1430 2ND AVENUE #3407,  
SEATTLE, WASHINGTON (hereinafter the "Property"), Legal Description: DENNYS A  
A 3RD ADD LESS STS LESS NELY 2 FT FOR ALLEY PER REC# 20150818000741  
**PLat Block: 24**  
**Plat Lot: 1 & 4 - 5**

1.2 Defendant now and at all times material hereto is a resident of King County,  
Washington. All Other Occupants refers to any persons that either has possession of the  
Property or claim to have right of possession to the Property.

COMPLAINT FOR EJECTMENT -1

**PUCKETT & REDFORD PLLC**

901 Fifth Avenue, Suite 800  
SEATTLE, WASHINGTON 98164  
TELEPHONE: (206) 386-4800  
FACSIMILE: (206) 233-8166

**EXHIBIT A**

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## II. JURISDICTION AND VENUE

2.1 The Court has jurisdiction over the subject matter of this suit and venue is proper as it involves title to real property located in King, County, Washington.

## III. FACTS

3.1 Defendant is currently residing in the real property of Plaintiff, which is commonly known as WEST EDGE APARTMENTS, 1430 2ND AVENUE #3407, SEATTLE, WASHINGTON 98101, "The Property".

3.2 Defendant signed a lease that started August 27, 2023 and ends November 26, 2024.

3.3 By signing said lease, Defendant agreed to abide by all lease terms and rules and regulations.

3.4 On May 14, 2024, Defendant was served a 10-Day Notice to Comply with Lease or Quit Premises for violating multiple lease terms and rules. A copy of said Notice is attached as Exhibit A.

3.5 Defendant had through May 26, 2024 to comply with the notice. The notice has been violated on the following occasions:

a. On May 29, 2024, management received an email from Ian White and Travis Millspaugh that on May 28, 2024, they were unable to work from home because the people on their zoom calls could hear the loud music and loud voices coming from the Defendants' unit through the closed front door.

b. On May 31, 2024, Defendant posted an Instagram video (username srt.miles) from their unit, talking loudly and it is audible on the video that the music sound level is excessively high.

c. On June 12, 2024, management received an email from Spencer Walden complaining of excessively loud music on June 11, 2024 at 10:55 a.m. A video was taken by Spencer Walden of the loud music emanating from Defendant's unit, the music so loud the sound carries throughout the hallway.

1                   d.       On June 19, 2024, management received an email from Travis  
2       Millspaugh, who recorded a video taken at 11:16 p.m. that night, of loud music emanating  
3       from Defendant's unit, the music so loud the sound carries throughout the hallway.

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6                                   **IV.     CAUSE OF ACTION**

7                   **Ejectment, and Quite Title and/or Breach of Contracts of Defendant(s)**

8                   4.1     Plaintiff is the title owner of the above-described real property.

9                   4.2     Defendant signed a lease agreement agreeing to abide by all lease terms and  
10                  rules and regulations.

11                  4.3     Plaintiff, through its property management company, ordered Defendant to  
12                  comply with said lease or vacate and Defendant refused.

13                  4.4     Defendant's refusal to comply or vacate is causing damage to Plaintiff.

14                  4.5     Pursuant to RCW 7.28 and other application law, Plaintiff is entitled to a Writ  
15                  of Ejectment, removing Defendant from the property, and damages, including reasonable  
16                  attorney fees and costs, because of Defendant's refusal to comply or vacate.

17                  **WHEREFORE**, the Plaintiff prays judgment as follows:

- 18                  1.     That Plaintiff be adjudged to have the right of full possession of the  
19                          Property  
20                  2.     That Defendant be ejected from the Property.  
21                  3.     That a Writ of Ejectment be issued directing the King County Sheriff's  
22                          Office to remove the Defendant, and all other occupants from the  
23                          Property.  
24                  4.     The Plaintiff be awarded for any damages caused to the premises and  
25                          reserving for later adjudication any damages suffered by Plaintiff after  
26                          judgment is entered.  
                  5.     That Plaintiff be awarded reasonable attorney's fees and costs for bringing  
                        and maintain this action; and

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6. For such other further relief as the Court deems Just and equitable.

PUCKETT & REDFORD PLLC



DATED: June 26, 2024

By \_\_\_\_\_  
Randy Redford/WSBA No. 21529  
Gaoyan "Carol" Li/WSBA No. 53559  
Tom M. Morningstar/WSBA No. 44245  
Attorneys for Plaintiff

10-DAY NOTICE TO COMPLY  
WITH LEASE OR QUIT PREMISES  
(CONVENTIONAL)

TO: Miles Oliver Hudson

AND ALL OTHERS OCCUPYING THE PROPERTY LOCATED AT:  
1430 2<sup>nd</sup> Ave  
Unit 1405  
Seattle, WA 98101

YOU ARE HEREBY NOTIFIED to perform and comply with the conditions of your rental agreement for the premises in the following particulars:

You have violated the following rental agreement provisions/rules and regulations:

- **Apartment Lease Contract – Section 20, Limitations on Conduct**
  - You are responsible for the conduct of any member of your household, guest or invitee. You, your occupants or guests, or the guests of any occupants, may not engage in the following: harassment or sexual harassment of any person, including but not limited to unwanted sexual advances; criminal activities, behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia (as defined by either Washington State or Federal Law, including marijuana); engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances, or anything that may increase our insurance costs; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.
- **Apartment Lease Contract – Section 21, Prohibited Conduct**
  - You, your occupants or guests, or the guests of any occupants, may not engage in the following: harassment or sexual harassment of any person, including but not limited to unwanted sexual advances; criminal activities, behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia (as defined by either Washington State or Federal Law, including marijuana); engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances, or anything that may increase our insurance costs; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making *bad faith allegations against us to others*.
- **Apartment Lease Contract – Section 32, Default by Resident**
  - Your compliance with all terms of this Lease and any addendum thereto shall be deemed to be substantial and material obligations. You'll be in material and substantial default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal

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laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government; (6) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (7) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 21 (Prohibited Conduct); or (8) any illegal drugs or paraphernalia are found in your apartment or illegal drugs are used in your apartment.

- **Lease Renewal When a Breach or Default Has Occurred.** In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.
- **Eviction—All Other Violations.** If you default other than by nonpayment of rent, as defined by Washington state law, we may end your right of occupancy by giving you notice as required by law, and this notice will state that you must either remedy your breach or vacate the apartment within the compliance period. Notice may be given in the same manner as the nonpayment of rent notice described above. However, if you permit waste on the premises, operate an unlawful business, or if conduct by you or your guests constitutes a nuisance, or if you are occupying the unit without color of title or the permission of the owner, we may give you a notice to vacate. If you fail to vacate the apartment after service of a termination notice, or as required by law, we are not required to give you any additional notice. Resident understands that if Resident is given a notice to pay or comply or vacate and chooses to vacate the unit during the period of the notice, that the Resident shall remain liable for the rent through the end of the lease term or the next month in the case of a month-to-month tenancy.
- **Community Policies/Master Lease Addendum – Section 8(j) Parking and Vehicles**
  - Improperly parked, non-operable, abandoned, or unauthorized vehicles or equipment are not permitted in the community and may be removed by us at your expense or the expense of any other person owning same, for storage or public or private sale, at our option with no right of recourse against us. The definition of improperly parked, non-operable, abandoned, or unauthorized vehicles or equipment shall be liberally construed in our favor. In addition, but not limited to their generally accepted definitions, “improperly parked”, “non-operable”, “abandoned”, and “unauthorized” shall also mean vehicles or equipment which: (1) Are noxious, offensive, unsightly, unpleasant or unkempt such as could reasonably affect the appearance or rental marketability of the community or such as could reasonably cause embarrassment, discomfort, annoyance, or nuisance to us or other residents; (2) Are not displaying any required hangtag, decal, or other identifier provided by us; (3) Are left unattended for a period of not less than thirty (30) days without anyone having claimed ownership of it.
- **Crime/Drug Free Housing Addendum**
  - Resident, members of the Resident’s household, Resident’s guests, and all other persons affiliated with the Resident:
  - A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, “illegal or criminal activity” shall include, but is not limited to, the following:
    - 1. Engaging in any act intended to facilitate any type of criminal activity.



- 2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
  - 3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Washington and/or the Federal Controlled Substances Act.
  - 4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
  - 5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
  - 6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
  - 7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
  - 8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.
- B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.
  - 5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of

The following actions constituted the specific violation:

- Travis Millspaugh and Ian White complained of both noise coming from your apartment as well as the Dodge Hellcat loudly revving and waking them up (2/12/24, 2/24/24, 3/14/24, 3/16/24, 3/17/24, 5/3/2024, 5/5/2024).
- Keith Dickson made complaints to the office regarding the noise from a Dodge Hellcat that disrupts their sleep and ability to enjoy the quiet of their homes. He has been reporting these incidents to the Seattle Police non-emergency line when they occurred (2/22/24, 2/27/24, 3/14/24, 3/17/24, 5/5/2024).
- Sam Dickson provided a thumb drive of videos and pictures of you leaving and entering the garage over the course of several weeks in a highly disruptive manner (3/18).
- Mitch Anderskow has reported disturbances on the following nights (12/10/23, 2/12/24, 2/24, 3/14, 3/16, 3/17), which resulted in 9-1-1 calls being made.
- 3/20/24 you were stopped by the Seattle Police Department for dangerous driving (Case# 4240000362) and resulted in being charged with reckless driving by the Seattle City Attorney's office ([www.komonews.com/news/local/seattle-driver-charged-miles-hudson-instagram-video-107mph-fourth-avenue-downtown-reckless-driving-filmed-himself-dodge-hellcat-slu-traffic-infractions](http://www.komonews.com/news/local/seattle-driver-charged-miles-hudson-instagram-video-107mph-fourth-avenue-downtown-reckless-driving-filmed-himself-dodge-hellcat-slu-traffic-infractions)). This widely-publicized behavior has resulted in multiple one-star Google reviews, which has negatively affected West Edge's online reputation.

- 5/11/2024 Allied Universal were notified of multiple individuals in the P1 garage shooting guns, that were only later determined to be toys, and causing multiple disturbances to residents.

You need to do the following to comply with the requirements of this notice:

- Abstain from preventing residents from enjoying the quiet of their homes by causing a noise disturbances of any kind, whether in the garage, common areas or in your dwelling.
- Cease all behavior that negatively affects the online marketability of the West Edge community.
- Cease all behavior that constitutes waste, nuisance, or unlawful use.

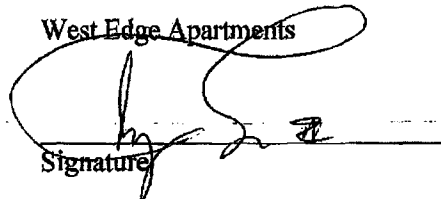
Due to default of the lease and in addition to the above requirements, your current lease renewal offers have been rescinded, if you continue to occupy the apartment after the expiration date listed on your offer, you will continue at the new month to month rate listed on that offer.

On or before May 26, which is at least 12 days from the date of the service of this notice, you must either comply with the particulars itemized above or else quit the above-described premises and surrender possession.

If you fail to comply with your rental agreement or do not vacate the premises pursuant to this notice, judicial proceedings may be instituted for your eviction. If you vacate the premises but the term of your rental agreement has not expired, you will also be liable for rent for the balance of the rental term and other costs as provided by law.

**Landlord may choose to end the tenancy at the end of the rental term if there are 4 violations in the 12 months preceding the end of the lease or tenancy. Correcting the 4<sup>th</sup> or subsequent violation is not a defense to the landlord ending the lease or tenancy under this subsection.**

DATED: 5/14/2024 \_\_\_\_\_

West Edge Apartments  
  
Signature \_\_\_\_\_

**RIGHT TO LEGAL COUNSEL: CITY LAW PROVIDES RENTERS WHO ARE UNABLE TO PAY FOR AN ATTORNEY THE RIGHT TO FREE LEGAL REPRESENTATION IN AN EVICTION LAWSUIT.** If you need help understanding this notice or information about your renter rights, call the Renting in Seattle Helpline at (206) 684-5700 or visit the web site at [www.seattle.gov/rentinginseattle](http://www.seattle.gov/rentinginseattle).