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6 CASE #: 26-2-07388-1 SEA

7 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN THE COUNTY**  
8 **OF KING**

9 REDACTED, vs.

10 Plaintiffs,

**No. 26-2-07388-1 SEA**

11 SASAN KEYHANI and ALL OTHER  
12 OCCUPANTS,

13 Defendant.

**DEFENDANT'S MOTION TO  
DISMISS FOR WANT OF  
PROSECUTION**

14 RELIEF REQUESTED

15 1. Defendant Sasan Keyhani, by and through his counsel the Housing Justice Project,  
16 respectfully moves the Court to dismiss Plaintiff's instant action for want of prosecution. Plaintiff  
17 failed to follow pretrial orders issued in this matter requiring service of the trial schedule,  
18 completion of pretrial procedure in a timely manner, or provide any of the evidence the plaintiff  
19 intends to rely upon. Moreover, Plaintiff and its counsel have failed to provide any reasonable  
20 excuse for this failure or explanation for ignoring and disregarding this Court's oral ruling and  
21 pretrial motion mandating submission of exhibits as well as a trial brief in the instant action.

22 2. In the alternative, Defendant requests the trial schedule be set out for 90 days so that he can  
23 properly prepare a dispositive motion to dismiss given the plaintiffs' dilatory behavior and failure

1 to state a cause of action, given the numerous defenses disclosed to Plaintiff and the Court. The  
2 defendant further requests that the plaintiffs show cause why sanctions should not be imposed  
3 pursuant to LCR 4(g) and LCR 26(k). Finally, asks for such further sanction as the Court deems  
4 proper.

5 STATEMENT OF FACTS

6 3. The facts supporting the relief requested by the defendant in this motion, including the facts  
7 constituting the defense(s) to the underlying action, are set forth in the hearing records.

8 4. On or about January 9, 2026 Plaintiff purportedly served a 14-day pay-or-vacate notice on  
9 Defendant alleging unpaid periodic “rent” charges. *See* Complaint, Sub# 1 at Exhibit A.

10 5. Defendant did not move into the subject premises on January 1, 2026; instead, Defendant  
11 moved in approximately a third of the way into the month of January 2026.

12 6. The 14-day pay-or-vacate predicate notice was dated on January 9, 2026 and was purportedly  
13 served on Defendant via alternative service posting and mailing on January 9, 2026. *Id.*

14 7. The 14-day notice appears to be signed by Jill Allen who is purportedly employed by Maple  
15 Leaf property management. *Id.* This is not the named Plaintiff in this action.

16 8. The 14-day notice states that the “[m]onthly rent due for (list month(s)): \$3,100” and states  
17 that “TOTAL AMOUNT DUE: \$3,100”. *Id.*

18 9. The 14-day notice fails to enumerate what month of rent is purportedly owing. *Id.*

19 10. Plaintiff’s Complaint states that this amount was for January 2026 rent due and owing on  
20 January 9, 2026, i.e. the purported date of service of the predicate pay-or-vacate notice. *Id.*

21 11. The 14-day notice requires Defendant to pay the aforementioned \$3,100 to Jill Allen – Maple  
22 Leaf property management. *Id.*

1 12. Plaintiff filed a rental agreement as one of its attachments; the explicit term of this agreement  
2 began on January 9, 2027 and lasted until January 9, 2027. *See* Declaration, Sub# 13 at \*6.

3 13. This rental agreement set out the terms, conditions and obligations of Plaintiff,  
4 REDACTED, and Defendant, Sasan Keyhani. *Id.*

5 14. The rental agreement was signed and initialed by Defendant, but was not acknowledged,  
6 signed or initialed by Plaintiff. *Id.*

7 15. At the May 6, 2026 show cause hearing, Plaintiff’s counsel argued that there was only one  
8 digit that was incorrect; namely, that the start date of the rental agreement was intended to be  
9 January 9, 2026 instead of January 9, 2027.

10 16. Plaintiff also filed, prior to and attempted to rely on at the May 6, 2026 show cause hearing,  
11 an “intent to rent” agreement. *See* Declaration, Sub# 13 at \*3-5.

12 17. This agreement is between Defendant and Maple Leaf Real Estate LLC. *Id.*

13 18. The latter entity is not referenced at any point in the substance or actual rental agreement  
14 Plaintiff attempts to rely on. *See* Declaration, Sub# 13 at \*6-22. No agent of the latter entity signed,  
15 initialed or otherwise acknowledge the rental agreement Plaintiff attempts to rely on. *Id.*

16 19. The “intent to rent” agreement does not set out any substantive terms of a rental agreement  
17 as required by Seattle Municipal Code. *Id.* at \*3-5.

18 20. The terms of the “intent to rent” are inapposite and at variance with the rental agreement  
19 Plaintiff filed in the instant case. *Id.*

20 21. The “intent to rent” agreement explicitly references that an eventual rental agreement would  
21 be provided to Defendant which would be “substantially similar” to an attached rental agreement  
22 that is not included in Plaintiff’s filings. *Id.*

1 22. The “intent to rent” agreement was signed by Defendant on December 24, 2026; the  
2 purported rental agreement was signed by Defendant on January 7, 2026, i.e. two weeks after  
3 signature of the “intent to rent” agreement. *Id.* at \* 3-22.

4 23. At the show cause hearing held on May 6, 2026, this Court certified the matter for trial, and  
5 did not limit the issues that could be raised or argued at trial.

6 24. At the show cause hearing on May 6, 2026, no evidence or testimony was actually formally  
7 taken, presented, offered, or admitted.

8 25. At the initial show cause hearing held on May 6, 2026, not only did Judge Robertson certify  
9 this matter for a full trial on the merits, but she issued both oral rulings as well as a pretrial order  
10 memorializing those rulings. See Minutes, Sub# 36; Order on Pre-Trial Conference, Sub# 37.

11 26. As part of both Judge Robertson’s oral rulings at the show cause hearing as well as the  
12 Pretrial Order, Judge Robertson required both Parties’ counsels to file, among other things, a trial  
13 brief. *Id.*

14 27. Parties were required to submit any documentary evidence and trial briefs at least 5 court  
15 days prior to trial. *Id.*

16 28. Judge Robertson certified the case for trial and after checking with both Parties and counsels,  
17 set the trial for June 9, 2026 at 9:00am.

18 29. As of the filing of the instant Motion to Dismiss for Want of Prosecution, Defendant has  
19 received no service of Plaintiff’s Trial Brief, no documentary exhibits necessary for Plaintiff to  
20 even make its case in chief or meet its burden, nor any other communications about why it was  
21 unable to meet these mandatory deadlines.

22 30. Counsels for the Parties were emailed by Judge Robertson’s Court on Friday, June 5, 2026  
23 to inquire about the status of the hearing; in this email Judge Robertson’s Court explicitly noted

1 that Plaintiff had neither i) filed, served, or otherwise submitted a mandatory trial brief, or ii) met  
2 any of its other attendant required trial deadlines.

3 31. Neither Plaintiff nor its counsel communicated with Defendant or his counsel any reason or  
4 good cause for Plaintiff to fail to meet such deadlines nearly a week prior.

5 32. Instead, on Friday June 5, 2026 at 4:50pm, after court closure for the day and week, Plaintiff's  
6 counsel responded to Judge Robertson's Court with an email that read verbatim:

7 "Plaintiff did not plan to file a trial brief, and will be relying for exhibits on the documents  
8 already filed with the court in this case - there is nothing else to add from our end by way  
9 of exhibits. I will get my staff on the task of getting the exhibits uploaded to case  
10 center. We are still planning to proceed."

11 33. In response, Judge Robertson's Court elucidated the following:

12 "Good morning Counsel,

13 The judge directs counsels to page 3 of the pretrial order in this matter, sub-35 page 3, lines  
14 20-22:

15 'Trial briefs may be short, but they are not optional in this case. They are required in order  
16 to provide the Court will[sic] clear notice of which issues remain in dispute.'"

17 34. Plaintiff failed to meet any and all pretrial deadlines in the instant matter, and indicated in an  
18 email correspondence that it never planned to abide by this Court's oral ruling at the show cause  
19 hearing or Pretrial Order this Court issued later the same day as the show cause hearing.

20 EVIDENCE RELIED UPON

21 35. The papers and filings in the court record.

22 36. Email correspondences between this Court and the counsels for the Parties.

23 STATEMENT OF ISSUES

1 37. Have the plaintiffs provided any argument for resetting the trial date? No.

2 38. If the trial date is reset by the Court, should the Court grant sanctions against the plaintiffs  
3 for failure to comply with Court orders? Yes.

4 ARGUMENT AND AUTHORITY

5 **A. CR 40(d) Controls the Instant Motion.**

6 CR 40(d) states that “[w]hen a cause is set and called for trial, it shall be tried or  
7 dismissed, unless good cause is shown for a continuance. The court may in a proper case, and  
8 upon terms, reset the same.” The Court of Appeals has held that “CR 40(d) authorizes a trial  
9 court to dismiss a case that is called for trial when the plaintiff is not prepared to proceed to trial,  
10 there is no good cause for a continuance, and there is no basis for resetting the trial.” *Dewitt v.*  
11 *Mullen*, 193 Wn. App. 548, 556, 375 P.3d 694, 698 (2016). “In other words, CR 40(d) provides  
12 four options: trial, continuance for good cause, resetting the trial, or dismissal.” *Id.* at 555.

13 Here, the Court issued an oral and written ruling at the show cause hearing; this Court set  
14 this matter for trial and mandatorily ordered trial briefs from both Plaintiff and Defendant as well  
15 as exhibit submissions. Plaintiff’s counsel chose to ignore this Court’s order, and, when asked  
16 about it on Friday June 5, 2026 which was two days prior to the trial date at 9am, indicated that  
17 he never intended to comply with this Court’s oral or written rulings setting this matter for trial.  
18 Instead, Plaintiff’s counsel indicated that he “did not plan to file a trial brief, and will be relying  
19 for exhibits on the documents already filed with the court in this case.” It is Plaintiff’s not  
20 Defendant’s burden and job to prosecute the instant case. Instead of complying with this Court’s  
21 pretrial order setting this matter for trial, Plaintiff’s counsel opted to wantonly and intentionally  
22 disregard and ignore this Court’s ruling and requirements for trial. As of the time of the instant

1 brief, Plaintiff still has failed to file, serve, or otherwise provide Defendant of his counsel any  
2 documentary exhibits or trial brief in the instant matter.

3           The facts of *DeWitt* are instructive. *DeWitt* involved a plaintiff who filed a *pro se*  
4 personal injury case against parties he claimed attacked him in his home. *Id.* at 551. However,  
5 the plaintiff failed to meet deadlines imposed by the case schedule, failed to show up for a  
6 default motion he set, and, even after retaining counsel (who later withdrew due to lack of  
7 communication with the plaintiff), failed to be ready by the trial date. *Id.* at 551-53. The court in  
8 *DeWitt* noted that despite having withdrawn, the plaintiff’s counsel still appeared at trial, but  
9 failed to move for a continuance or give reason to reset the trial date. *Id.* at 556 (“Dewitt did not  
10 move for continuance or suggest any basis for resetting the trial.”). The court in *DeWitt* noted  
11 that the plaintiff’s counsel did seek to transfer the case to arbitration, which could have been  
12 interpreted as a motion to reset the trial date, but noted that no grounds for arbitration was in the  
13 record and the plaintiff did not assign any error to the denial of the motion to transfer the case for  
14 arbitration *Id.* at 556, fn 2 (“[T]he trial court has discretion whether or not to reset the trial. Here,  
15 the trial court denied the request for arbitration and no basis for a transfer to arbitration appears  
16 in the record. Further, Dewitt does not argue on appeal that the trial court erred in failing to  
17 transfer the case to arbitration.”). In contrast, the instant case is one where Plaintiff is represented  
18 by counsel and has still provided no grounds for a reset of the trial date or any explanation or  
19 excuse for failing to follow the clear orders of the Court. The failure of Plaintiff to diligently  
20 prosecute the case is even more egregious than the situation in *DeWitt* because they are  
21 represented by competent counsel who is ethically bound to follow this Court’s orders;  
22 Plaintiffs’ counsel simply failed to respond, participate, or believe he was bound by this Court’s  
23 orders, rulings or authority.

1       **B. The Court May Also Dismiss Under LCR 4(g), LCR 26(k)(4) and LCR 41(b), or**  
2       **Alternatively Impose Terms.**

3       The Court may also choose not to reset because the plaintiffs have disregarded the  
4 Court's orders. *See* CR 41(b) ("For failure of the plaintiff to prosecute or to comply with these  
5 rules or any order of the court, a defendant may move for dismissal of an action or of any claim  
6 against him or her."). "[A] plaintiff who hales a defendant into court assumes and, so long as he  
7 has the affirmative of the main issue, retains the duty of diligent prosecution." *Congdon v.*  
8 *Aumiller*, 79 Wash. 616, 621, 140 P. 912 (1914). In the instant case, the plaintiffs have not only  
9 failed to diligently prosecute the case, they have ignored the orders of the Court and the Civil  
10 Rules. For example, they have failed to serve the original trial schedule as required by LCR 4(c),  
11 failed to provide witness and evidence lists by the deadline ordered by the Court and as provided  
12 by LCR 4(j) and LCR 26(k). They failed to provide copies of exhibits or upload them to Case  
13 Center as ordered by the Court in Its Pretrial Order and provided for in LCR 4(j)(C), failed to  
14 prepare a Joint Statement of Evidence as ordered by the Court and as provided by LCR 4(k), and  
15 failed to complete the Joint Confirmation of Trial Readiness as order by the Court, failed to  
16 complete a trial brief by the deadline order by the Court and as provided in LCR 4(m).

17       Further, Plaintiff failed to provide proposed findings of fact, conclusions of law, and a  
18 proposed final order as order by the Court and provided in LCR 4(m). The Court should likewise  
19 dismiss the action.

20       In the alternative to dismissal, LCR 4(g) and LCR 26(k)(4) also provide for sanctions  
21 against a party who fails to make required disclosures and follow the case schedule. LCR  
22 26(k)(4), for example, mentions exclusion of witnesses, and presumably would also include the  
23 exclusion of evidence. LCR 4(g)(1) notes that failure to comply with an ordered case schedule

1 “may be grounds for imposition of sanctions, including dismissal, or terms.” LCR 4(g)(3) further  
2 provides that if “the Court finds that an attorney or party has failed to comply with the Case  
3 Schedule and has no reasonable excuse, the Court may order the attorney or party to pay  
4 monetary sanctions to the Court, or terms to any other party who has incurred expense as a result  
5 of the failure to comply, or both; in addition, the Court may impose such other sanctions as  
6 justice requires.” LCR 4(g)(4) provides definitions: “As used with respect to the Case Schedule,  
7 ‘terms’ means costs, attorney fees, and other expenses incurred or to be incurred as a result of the  
8 failure to comply; the term ‘monetary sanctions’ means a financial penalty payable to the Court;  
9 the term ‘other sanctions’ includes but is not limited to the exclusion of evidence.”

10 In the instant case, should the Court not dismiss this matter, Defendant would ask for the  
11 Court to exclude witnesses and evidence that were not disclosed by the deadline(s) set by the  
12 Court. Defendant would further request an order requiring Plaintiffs to pay Defendant’s  
13 reasonable attorney fees resulting from Defendant’s counsel having to prepare for a trial,  
14 pursuant to a lodestar analysis. Defendant’s counsel is prepared to file and present independently  
15 a motion for attorney’s fees with attendant recordation of hours worked on this case. Finally,  
16 because Defendant has provided several dispositive arguments for the dismissal of this matter  
17 altogether, and Plaintiffs nonetheless continues to take up the Court’s time on a case that they do  
18 not have the legal grounds to continue with, Defendant requests at least a 90 day case schedule  
19 so that Defendant may properly bring a dispositive motion to dismiss, and the Court may have  
20 adequate time to consider it. Defendant reserves all rights to pursue further fees and costs  
21 pursuant to the terms of the Residential Landlord Tenant Act.

22 **CONCLUSION**

1 The defendant respectfully requests this Honorable Court dismiss the instant action. In  
2 the alternative to simple dismissal of the action, Defendant requests the Court exclude the  
3 Plaintiffs' untimely disclosed exhibits and witnesses from the trial as sanction for Plaintiffs'  
4 failure to follow the Court's orders and the Civil Rules, for Plaintiff to be required to pay  
5 reasonable attorney's fees to Defendant, and for the action to be continued for at least 90 days so  
6 that Defendant may properly brief a dispositive motion to dismiss. Defendant finally requests  
7 any further relief the Court finds just and equitable, such as issuance of an Order of Limited  
8 Dissemination pursuant to RCW 59.18.367, given the circumstances and all previous filings have  
9 failed to be submitted in accordance with the Court's oral ruling at the show cause hearing or  
10 written Pretrial Order issued and circulated the same day as Its oral ruling at the show cause  
11 hearing.

12 I certify that this motion contains 2853 words, in compliance with the Local Civil Rules.

13 Presented by:

14 /s/ Sebastian R. Stockpile  
15 Sebastian Stockpile, WSBA # 54214

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