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WHATCOM COUNTY
WASHINGTON

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**IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF WHATCOM**

JERRY LAND and TERRI-LYNN LAND,
and the marital community thereof,

Plaintiffs,

v.

CITY OF BELLINGHAM, a Washington
State Municipality; LIEUTENANT
CLAUDIA MURPHY, in her individual
capacity and jointly with J. DOE MURPHY,
and the marital community thereof;
STEPHANIE MAYS, in her individual
capacity and jointly with J. DOE MAYS,
and the marital community thereof;
OFFICER J. ROE 1 - 5, in their individual
capacity; JOHNSON'S TOWING, INC., a
Washington State corporation; and
PARBERRY ENVIRONMENT
SOLUTIONS, INC. d/b/a SCRAP IT, a
Washington State corporation;

Defendants.

No. 25 2 00749 37

COMPLAINT, REQUEST FOR
INJUNCTIVE RELIEF AND JURY
DEMAND

Jury Trial Requested

ROBERT E. OLSON

I. INTRODUCTION

1. Without warning and under threat of arrest, on September 27, 2023, City of Bellingham police officers and Public Works employees forced Plaintiffs Jerry and Terri-Lynn

1 Land to vacate the motorhome they'd been living in for years. Without having notified the
2 Lands or even checking to see if the motorhome was operable that day, City employees claimed
3 that the Lands' motorhome was a "junk vehicle" and that therefore the City had the right to tow
4 it away to be destroyed at the scrap yard immediately, without giving Mr. or Mrs. Land any
5 opportunity to contest the government seizure of their home and personal property. Both Mr.
6 and Mrs. Land are senior citizens. Mr. Land is a disabled Army veteran with congestive heart
7 failure who requires supplemental oxygen at all times. When City employees seized the Lands'
8 home for scrap, it took away their only shelter as well as all their personal belongings, including
9 Mr. Land's oxygen equipment, the loss of which endangered his life. The Lands disputed the
10 officers' claims that their RV was a "junk vehicle," asked to be allowed to move it from the
11 location, and asked for more time to move out of the motorhome, as they expected to be
12 approved for an apartment in a matter of days. The police officers did not allow the Lands to
13 attempt to move their vehicle, did not explain why they could not wait a few days to take the
14 vehicle to prevent the Lands from becoming homeless, and told the Lands that they could get a
15 motel or stay at a homeless shelter that night. City employees then instructed Johnson's Towing
16 to tow the Lands' vehicle home to Scrap-It in Ferndale to be destroyed. The City did not give
17 the Lands any time or option to consult with an attorney or to seek court intervention to stop
18 the destruction of their home. Due to the City's actions on September 27, 2023, the Lands lost
19 their home and nearly everything they owned.

20 2. A bedrock principle of the United States Constitution is the guarantee of due
21 process of law. This means that citizens are entitled to notice and either a pre- or post-
22 deprivation hearing before the government can take their personal property, including their
23 home. The City of Bellingham did not give the Lands either of these things, in violation of their
24 Constitutional rights. Plaintiffs Jerry Land and Terri-Lynn Land seek damages for their property
25 losses and violation of their constitutional rights.
26

II. PARTIES

3. Jerry Land (hereafter "Mr. Land") is a resident of Whatcom County, Washington.

4. Terri-Lynn Land (hereafter "Mrs. Land") is a resident of Whatcom County, Washington.

5. The City of Bellingham (hereafter "City") is a municipality and a political subdivision of the State of Washington.

6. Defendants Lieutenant Claudia Murphy (hereafter "Lt. Murphy") and J. Doe Murphy are believed to be a marital community under Washington law and are believed to be residents of Whatcom County. Lt. Murphy was employed by the Bellingham Police Department ("BPD"), a political subdivision of the City, at all times relevant to this action. Upon information and belief, Lt. Murphy is a member of BPD's Command Staff and oversees the Patrol Division's Blue Team and Public Information Officer duties. As a BPD employee and member of its Command Staff, all acts by Lt. Murphy alleged in this complaint were committed in the course and scope of her employment and under color of law. Lt. Murphy is sued in her individual capacity. All acts and omissions by Lt. Murphy were done for the benefit of the marital community.

7. Defendants Stephanie Mays (hereafter "Mays") and J. Doe Mays are believed to be a marital community under Washington law and are believed to be residents for Whatcom County. Mays was employed by the City's Public Works Department as a Parking Technician at all times relevant to this action. As an employee of the City's Public Works Department, all acts by Mays alleged in this complaint herein were committed in the course and scope of her employment and under color of law. Mays is sued in her individual capacity. All acts and omissions by Mays were done for the benefit of the marital community.

8. Upon information and belief, Officers J. Roe 1-5 were employed as law enforcement officers with the City of Bellingham Police Department at all times relevant to this

1 action, and were present during the towing of the Lands' motorhome on September 27, 2023.
2 It is expected that the identities of Officers J. Roe 1-5 will be learned during the discovery
3 process. As employees of BPD, all acts by Officers J. Roe 1-5 alleged in this Complaint were
4 committed in the course and scope of their employment and under color of law. Officers J. Roe
5 1-5 are sued in their individual capacity.

6 9. Johnson's Towing, Inc. (hereafter "Johnson's Towing"), a for-profit
7 corporation, has its principal place of business in Washington State in Bellingham, contracts
8 with the City of Bellingham to provide vehicle towing services, and is an agent of the City. All
9 actions taken by Johnson's Towing as alleged in this complaint were done under the color of
10 state law as an agent for the City.

11 10. Parberry Environment Solutions, Inc. D/B/A Scrap It (hereafter "Scrap It"), a
12 for-profit corporation, has its principal place of business in Washington State in Ferndale, and
13 is an agent of the City of Bellingham. All actions taken by Johnson's Towing as alleged in this
14 complaint were done under the color of state law as an agent for the City.

15 III. JURISDICTION AND VENUE

16 11. All acts or omissions relevant to this Complaint took place in Whatcom County,
17 Washington.

18 i. This Court has jurisdiction over the parties and the subject matter of this action
19 pursuant to RCW 4.12.020 and 4.12.025.

20 ii. Venue properly lies in Whatcom County, Washington.

22 IV. OPERATIVE FACTS

23 12. In Washington, state law allows private citizens and law enforcement officers
24 to complete a form called a "Junk Vehicle Affidavit" ("JVA") for abandoned vehicles that meet
25 certain criteria indicating that they are inoperable or not worth more than the price of the scrap
26 metal. RCW 46.55.230. Pursuant to the statute, once a 15-day notice period has expired after

1 service of the Junk Vehicle Affidavit, the abandoned vehicle can be towed to a scrap yard to be
2 destroyed. The statute does not address the constitutional protections, such as due process, to
3 which Washingtonians are entitled to when governmental entities use the JVA process.
4 Accordingly, governmental entities such as cities that use the JVA process must build in their
5 own due process requirements for notice and either pre- or post-deprivations hearings as
6 required by the state and federal Constitutions.
7

8 13. In 2021, the City of Bellingham Police Department began efforts to remove
9 abandoned RVs and vehicles from City streets for which JVAs had been completed. Lt. Claudia
10 Murphy instructed officers that once the 15-day notice period had expired, all junk vehicles
11 could be towed to the scrap yard straightaway, even if the vehicle was occupied. Lt. Murphy
12 stated that the 15-day notice period would be useful to allow residents occupying the "junk"
13 vehicles to remove their belongings.
14

15 14. During 2022, a citizen wrote to City officials expressing concerns regarding the
16 City's towing of allegedly abandoned vehicles that were occupied as residences. The citizen
17 expressed concern that the City would be seizing and destroying vehicle residences, which
18 would be harmful to the City's unhoused population.
19

20 15. In summer 2023, an assistant City Attorney instructed members of the Public
21 Works Department that for vehicles with registered owners for which JVAs had been
22 completed, the vehicles should be towed to an impound lot and held for 15 days before being
23 taken to the scrap yard. The Assistant City Attorney failed to advise the Public Works
24 Department on what to do if the "junk" vehicle was occupied by the registered owners.
25

26 16. Jerry Land and Terri-Lynn Land (together "the Lands") are both senior citizens.
Mr. Land is an Army veteran who is medically fragile due to congestive heart failure and must

1 use supplemental oxygen at all times.

2 17. During 2023, the Lands were living in the City in a 1992 Ford Econoline
3 motorhome (the "RV") as their principal residence. Mr. and Mrs. Land had been living in the
4 RV for several years and had been the registered owners of it since 2020. Over the years, the
5 Lands made improvements to the RV, using Mr. Land's mechanical and carpentry skills to
6 replace and repair the roof, tires, water pump, starter, flooring, and walls. The Lands kept all of
7 their personal possessions in the RV.
8

9 18. Aware of the City's 72-hour parking rule, the Lands regularly moved their RV
10 every few days between two locations: the 100 block of Stuart Road, and another location on
11 McLeod Road.
12

13 19. On March 7, 2023, the Lands' RV was parked in the 100 block of Stuart Road
14 in Bellingham.

15 20. Although the City had not received any complaints or reports regarding the
16 Lands' RV, on March 7, 2023, Lt. Murphy approached the Lands' RV to investigate it as a
17 "junk vehicle."

18 21. At that time, Mrs. Land was home and Lt. Murphy questioned her regarding the
19 RV's status and her future housing plans. Mr. Land was not present.
20

21 22. During the questioning, Mrs. Land stated that the RV still runs, but not at that
22 moment since the batteries were dead.

23 23. Lt. Murphy did not enter the RV or inspect the engine or transmission of the RV.

24 24. On March 7, 2023, after questioning Mrs. Land, Lt. Murphy completed and
25 signed a JVA for the RV and had it notarized on March 9, 2023.
26

1 25. Despite having not entered the RV or inspected its engine or transmission, Lt.
2 Murphy checked the boxes on the JVA to indicate that the engine and transmission were
3 damaged or missing, and wrote in, "interior damaged."

4 26. Lt. Murphy wrote on the JVA that the Lands were "now homeless in the RV"
5 next to their registered address, but did not mail or otherwise deliver the completed JVA to the
6 Lands.
7

8 27. Nevertheless, Lt. Murphy checked the box on the JVA indicating that she had
9 mailed a copy of the JVA to the Lands as the registered and legal owners 15 days prior and that
10 they had not redeemed the vehicle.

11 28. On June 30, 2023, Lt. Murphy returned to the 100 block of Stuart Road.

12 29. At that time, the Lands' RV was running and was no longer parked at Stuart
13 Road.
14

15 30. Lt. Murphy noted in her Longarm Case Report that the RV had moved from
16 Stuart Road, and that she was "[not] sure where it [w]as parked."

17 31. Although on June 30, 2023, Lt. Murphy did not locate or inspect the condition
18 of the RV and was aware that it had moved since March and therefore was likely operable, she
19 declared that the RV "is still a junk, and the JVA is good."
20

21 32. Upon information and belief, on September 19, 2023, Parking Technician
22 Stephanie Mays completed a yellow post card and addressed it to Jerry Land, General Delivery,
23 Bellingham, WA 98225.

24 33. Mays did not affix postage to the postcard.

25 34. The back of the yellow postcard stated, "Notice of Unauthorized Vehicle" with
26 the RV's make, model and license plate number. The postcard also stated, "This vehicle is

1 subject to impoundment on _____ if not removed from the public
2 highway. The vehicle may be processed as abandoned 96 hours after impoundment and sold at
3 auction." No date was filled in on the postcard to indicate the date of impoundment.

4 35. The Lands never received the September 19, 2023, postcard.

5 36. Also on September 19, 2023, upon information and belief, Mays filled out a
6 yellow sticker that stated, "IF THIS VEHICLE IS NOT REMOVED WITHIN 72 HOURS . . .
7 IT MAY BE TAKEN INTO CUSTODY AND STORED AT OWNER'S EXPENSE."

8 37. The yellow sticker was never placed on the Lands' RV.

9 38. Neither the yellow postcard nor the yellow sticker indicated that the Lands' RV
10 had been declared a junk vehicle or was at risk of being towed directly to a scrap yard for
11 destruction without an opportunity to redeem it first at an impound lot. In fact, both the yellow
12 post card and sticker indicated that the vehicle would be impounded and the recipient would
13 have an opportunity to recover their vehicle if it was towed.

14 39. On September 27, 2023, the Lands were again parked in the 100 block of Stuart
15 Road in Bellingham, preparing to move from Stuart Road to McLeod Road.

16 40. Several City and BPD vehicles were parked down the block from the Lands'
17 RV.

18 41. Anticipating that the police would tell them to move the RV, Mr. Land went in
19 his van to fill a gas can so that he could fill up the RV and get on the road. Mrs. Land stayed
20 behind in the RV and was asleep when Mr. Land left.

21 42. As he passed the officers, Mr. Land asked from the window of his van whether
22 the officers needed them to move.

23 43. A BPD officer responded to Mr. Land, "Yes."

1 44. Mr. Land advised the officers that he was going to get gas and he would move
2 the RV when he returned.

3 45. While Mr. Land was away getting gas, Mrs. Land was awakened by two
4 Johnson's Towing tow trucks and several marked BPD vehicles converging on the RV.

5 46. Employees from the City's Public Works Department were also present,
6 including Mays.

7 47. The BPD vehicles and tow trucks parked in front of and behind the RV, blocking
8 it from leaving.

9 48. Also present were BPD Officers J. Roe 1-5.

10 49. Upon arriving at Stuart Road, Mays handed the March 7, 2023, JVA completed
11 by Lt. Murphy to the tow truck drivers from Johnson's Towing.

12 50. Although upon information and belief Mays had not personally inspected the
13 RV herself, nor had she mailed the JVA to the Lands, she also signed the March 7, 2023, JVA,
14 beside Lt. Murphy's earlier signature, falsely declaring under penalty of perjury that she had
15 mailed the JVA to the Lands 15 days earlier. Mays dated her signature as September 27, 2023.

16 51. Officers J. Roe 1-5 advised Mrs. Land at the RV was a "hulk" and that it was
17 going to be towed to Scrap It in Ferndale to be destroyed.

18 52. Mrs. Land explained that they were going to be approved for housing within a
19 matter of days and just need a little more time.

20 53. Mrs. Land also explained that her son also lived in the RV with them, that he
21 was getting discharged from the hospital that day and needed a safe place to stay.

22 54. Officers J. Roe 1-5 rejected Mrs. Land's requests to stop the tow.

23 55. Mr. Land then arrived with the gas can.

1 56. Mr. Land also explained to Officers J. Roe 1-5 that they would be getting
2 housing very soon and only needed to live in the RV for a few more days.

3 57. Mr. Land attempted to put gas in the RV but was stopped by Officers J. Roc 1-
4 5.

5 58. Officers J. Roc 1-5 threatened to arrest Mr. Land if he continued attempting to
6 fuel RV.
7

8 59. Had Mr. Land been able to fill up the RV with gas, upon information and belief,
9 the RV would have been able to run and he could have moved it to another location, such as his
10 planned move to McLeod Road.

11 60. Officers J. Roe 1-5 also threatened to arrest Mrs. Land if she did not exit the RV.

12 61. The Lands explained to Officers J. Roe 1-5 that they had nowhere to go and
13 would become homeless and without any shelter if BPD took their RV.
14

15 62. In response, Officers J. Roe 1-5 told the Lands that they could go to a motel
16 room or go to Basecamp, the homeless shelter operated by Lighthouse Mission in downtown
17 Bellingham.

18 63. Officers J. Roe 1-5 gave the Lands a few moments to gather their belongings,
19 but that was all.

20 64. It was impossible for the Lands to remove all their personal belongings from the
21 RV, and they felt pressure from Officers J. Roe 1-5 to move quickly under threats of arrest.
22

23 65. The Lands managed to fill a small wagon and two shopping carts with some
24 items.

25 66. The Lands needed to leave to pick up their son who was being discharged from
26 the hospital, so they did not stay to see the RV towed away.

1 67. The Lands were unable to take the wagon and carts with them in their van, and
2 Officers J. Roe 1-5 told them to leave them on the side of the road and they would be fine to
3 pick it up later.

4 68. The Lands then left.

5 69. When the Lands returned to Stuart Road sometime later on September 27, 2023,
6 the RV, as well as their wagon and shopping carts, were gone, and it appeared as though City
7 employees had swept and cleaned the area, including disposing of their carts.

8 70. The next day on September 28, 2023, the Lands went to Scrap It in Ferndale to
9 try to retrieve the RV, but Scrap It did not permit them to.

10 71. Employees of Scrap It informed the Lands that the RV now belonged to Scrap
11 It and that the RV was going to be destroyed.

12 72. Scrap It permitted the Lands to enter the RV to retrieve some belongings.

13 73. When the Lands entered the RV they found that it had been rummaged through.

14 74. All the cabinets and storage areas had been emptied and their personal items
15 were missing or destroyed.

16 75. There was very little left inside the RV for the Lands to retrieve.

17 76. No one from the City ever notified the Lands that a JVA had been completed for
18 their RV.

19 77. The Lands were given no notice prior to September 27, 2023, that the City was
20 planning to seize their vehicle home and have it towed to be destroyed at a scrap yard.

21 78. The City never provided the Lands with a reason why it was necessary to tow
22 and destroy their RV on September 27, 2023, and why they could not continue living in it until
23 their housing was approved.

1 79. The Lands were not given any paperwork related to the towing of the RV on
2 September 27, 2023.

3 80. The Lands were not given any paperwork related to the destruction of their RV.

4 81. No one from the City informed the Lands that they had any due process rights
5 in connection with the seizure and destruction of their vehicle home.
6

7 82. The City failed to have the Lands' RV towed first to an impound lot, to allow
8 them the opportunity to redeem it or request an impound hearing.

9 83. The Lands had no opportunity to contest the seizure of their vehicular home,
10 request a hearing, or redeem it from an impound lot before it was destroyed.

11 84. The Lands were taken by complete surprise and devastated by being forced out
12 of their home and losing all their personal belongings suddenly and without warning.
13

14 85. Defendants' actions directly forced the Lands, who are both seniors and one of
15 whom is medically fragile, into homelessness.

16 86. Upon information and belief, the City has used the junk vehicle process to seize
17 and destroy other occupied vehicle-homes without first providing notice and either a pre- or
18 post-deprivation hearing before destruction of the vehicle.

19 87. The City failed to train Defendants Lt. Murphy, Mays and Officers J. Roe 1-5
20 or any BPD or City personnel regarding the due process rights accorded to citizens living in
21 vehicles that have been declared "junk" vehicles, including the right to notice and either a pre-
22 or post-deprivation hearing before destruction of the vehicle.
23

24 88. The City has a policy or custom of allowing police officers and other City
25 personnel to complete JVAs for occupied vehicles that are being used as residences without
26

1 providing adequate notice, an opportunity to contest the junk vehicle finding, or a pre- or post-
2 deprivation hearing.

3 89. The City has a policy or custom of allowing its police officers to perform
4 investigative and adjudicative functions by issuing JVAs for occupied vehicles without any
5 process to appeal the decision to an impartial decision maker.
6

7 90. The City failed to properly train its police officers and other City personnel on
8 the due process rights accorded to citizens living in vehicles that have been declared "junk"
9 vehicles, including the right to notice and either a pre- or post-deprivation hearing before
10 destruction of the vehicle.

11 91. The City has a policy or custom of authorizing or permitting the warrantless or
12 unreasonable seizure of vehicle homes.
13

14 92. The City has a policy or custom of authorizing or permitting the seizure of
15 vehicle homes without standardized criteria and without a legitimate community-caretaking
16 rationale.

17 93. The City has a policy or custom of authorizing or permitting the seizure and
18 destruction of vehicle homes without offer of shelter.
19

20 V. CAUSES OF ACTION

21 A. First Cause of Action: Denial of Plaintiffs' Constitutional Right Under the 22 Fourteenth Amendment to Procedural Due Process (42 U.S.C § 1983) (All Defendants)

23 94. Plaintiffs reassert and re-allege the allegations set forth above.

24 95. Plaintiffs had a protected liberty interest in the continued use and possession of
25 their vehicle home until such a time as they received notice and either sold, surrendered, or
26 disposed of their vehicle home; or were ordered to surrender their vehicle home by a court.

1 96. The City failed to provide Plaintiffs with procedural due process and deprived
2 Plaintiffs of their liberty interests by authorizing or permitting City police officers to seize and
3 immediately destroy their vehicle home.

4 97. The City failed to provide Plaintiffs with procedural due process because it
5 denied Plaintiffs the opportunity for a meaningful hearing either before or after seizing their
6 vehicle home.

7 98. The City's lack of procedural due process violated Plaintiffs' rights because it
8 created an unreasonable risk of erroneous deprivation.

9 99. The City's policy, practice and/or custom of police performing investigative and
10 adjudicative functions by issuing JVs for occupied vehicles without any process to appeal the
11 decision to an impartial decision maker violated Plaintiffs' rights to procedural due process.

12 100. The City's policy, practice and/or custom of failing to provide pre-seizure notice
13 of JVs to vehicle owners who reside in their vehicle homes violated Plaintiffs' rights to
14 procedural due process.

15 101. Lt. Murphy and Mays deprived Plaintiffs of their due process rights when they
16 summarily and erroneously determined that the Lands' vehicle home was a "junk vehicle" and
17 that the Lands' lacked a possessory interest in their vehicle home.

18 102. Officers J. Roe 1-5 deprived Plaintiffs of their due process rights when they
19 summarily and erroneously determined that the Lands' vehicle home was a "junk vehicle," that
20 the Lands' lacked a possessory interest in their vehicle home, and otherwise permitted the
21 unlawful seizure of the Lands' vehicle home in violation of their procedural due process rights.

22 103. Defendant Johnson's Towing acted under color of state law as an agent of the
23 City when it unlawfully towed and impounded Plaintiffs' vehicle home without procedural due
24 process.
25
26

1 104. Defendant Scrap It acted under color of state law as an agent of the City when it
2 unlawfully destroyed Plaintiffs' vehicle home and their belongings without procedural due
3 process.

4 105. The Defendants' actions deprived Plaintiffs of rights, privileges, or immunities
5 secured to them by the United States Constitution and statutes or regulations in violation of 42
6 U.S.C § 1983.

7 106. Plaintiffs are harmed as a result and are entitled to equitable relief and damages
8 from Defendants.

9 **B. Second Cause of Action: Deprivation of Plaintiffs' Federal Constitutional Right**
10 **Under the Fourth Amendment to be Free from Warrantless and/or Unreasonable**
11 **Seizures (42 U.S.C § 1983) (All Defendants)**

12 107. Plaintiffs reassert and re-allege the allegations set forth above.

13 108. Plaintiffs had a right to be free of warrantless and unreasonable seizures of their
14 vehicle home.

15 109. Defendant City of Bellingham has a policy or custom of authorizing or
16 permitting the warrantless and/or unreasonable seizure of vehicle homes.

17 110. Defendants violated Plaintiffs' Fourth Amendment rights when they denied Mr.
18 and Mrs. Land's requests to stop the tow of their vehicle home and towed, impounded, and
19 destroyed the Lands' vehicle home without a warrant and when these actions were not guided
20 by standardized criteria and were not justified by a legitimate community-caretaking rationale.

21 111. Defendant Johnson's Towing acted under color of state law when it towed and
22 impounded the Lands' vehicle home.

23 112. Defendant Scrap It acted under color of state law when it destroyed the Lands'
24 vehicle home.

25 113. The Defendants' actions deprived Plaintiffs of rights, privileges, or immunities
26 secured to them by the United States Constitution and statutes or regulations in violation of 42
U.S.C § 1983.

114. Plaintiffs are harmed as a result of Defendants' actions and are entitled to equitable relief and damages from Defendants.

C. Third Cause of Action: Deprivation of Plaintiffs' Federal Constitutional Right Under the Eighth Amendment to be Free from Excessive Fines and/or Cruel and Unusual Punishment (42 USC § 1983) (All Defendants)

115. Plaintiffs reassert and re-allege the allegations set forth above.

116. Plaintiffs had a right to be free from excessive fines levied by the government as well as cruel and unusual punishments.

117. Defendant City of Bellingham has a policy or custom of authorizing or permitting the towing, impoundment, withholding, and destruction of vehicle homes without providing for a pre-or-post seizure hearing where the cruel or unusual nature of such punishment can be determined.

118. Defendant City of Bellingham has a policy or custom of authorizing or permitting the towing, impoundment, withholding, and destruction of vehicle homes without providing for a pre-or-post seizure hearing where the excessiveness of such a fine can be determined.

119. Defendants violated Plaintiffs' Eighth Amendment right to be free from Excessive Fines by towing, impounding, withholding, and destroying Plaintiffs' vehicle home and personal property so as to deprive Plaintiffs of their shelter and livelihood.

120. Defendants violated Plaintiffs' Eighth Amendment right to be free from cruel and unusual punishments by towing, impounding, withholding, and destroying Plaintiffs' vehicle home and personal property so as to deprive Plaintiffs of their shelter and livelihood without a pre-or-post deprivation hearing after declaring the RV was a "junk" vehicle.

121. Defendant Johnson's Towing acted under color of state law when it towed and impounded the Lands' vehicle home as alleged above.

122. Defendant Scrap It acted under color of state law when it destroyed the Lands' vehicle home and personal property as alleged above.

1 123. The Defendants' actions deprived Plaintiffs of rights, privileges, or immunities
2 secured to them by the United States Constitution and statutes or regulations in violation of 42
3 U.S.C § 1983.

4 124. Plaintiffs are harmed as a result of Defendants' actions and are entitled to
5 equitable relief and damages from Defendants.

6 **D. Fourth Cause of Action: Deprivation of Federal Constitutional Right under the**
7 **Fourteenth Amendment to Substantive Due Process by exposing Plaintiffs to a**
8 **state-created danger (42 U.S.C § 1983) (As to Defendants City, Johnson's Towing,**
9 **and Scrap It)**

10 125. Plaintiffs reassert and re-allege the allegations set forth above.

11 126. Plaintiffs have a liberty interest in their bodily security protected by the
12 Fourteenth Amendment of the United States Constitution.

13 127. Defendant City of Bellingham violated Plaintiffs' liberty interest in bodily
14 security when they seized and destroyed the Lands' vehicle home and left them without shelter
15 and without medical supplies and exposed the Lands to this known and obvious danger.

16 128. Defendants' actions left Plaintiffs in a situation more dangerous than the one in
17 which they found them.

18 129. Defendants were aware that Plaintiffs had no other shelter when they seized and
19 destroyed the Lands' vehicle home and acted with deliberate indifference to this fact.

20 130. The Defendants' actions deprived Plaintiffs of rights, privileges, or immunities
21 secured to them by the United States Constitution and statutes or regulations in violation of 42
22 U.S.C § 1983.

23 131. Plaintiffs are harmed as a result and are entitled to equitable relief and damages
24 from Defendants.

25 **E. Fifth Cause of Action: Conversion (All Defendants)**

26 132. Plaintiffs reassert and re-allege the allegations set forth above.

1 133. The Lands were the legal and registered owners of their vehicle home, the RV,
2 and the owners of the personal property located within their vehicle home.

3 134. Defendants unjustifiably and willfully interfered with the Lands' possession of
4 their property when they intentionally seized the Lands' vehicle home with all of their personal
5 property.

6 135. Defendants unjustifiably and willfully interfered with the Lands' possession of
7 their property when they intentionally destroyed the Lands' vehicle home with all of their
8 personal property.

9 136. Defendants' actions damaged the Lands.

10 **F. Sixth Cause of Action: Intentional Infliction of Emotional Distress (As to**
11 **Defendants City, Johnson's Towing, and Scrap It)**

12 137. Plaintiffs reassert and re-allege the allegations set forth above.

13 138. Defendants' conduct was extreme and outrageous and done intentionally or with
14 a reckless disregard of the emotional harm it would cause. As a proximate cause of this conduct,
15 Plaintiffs suffered severe emotional distress.

16 **G. Seventh Cause of Action: Consumer Protection Act (Unfair Act Committed in the**
17 **Course of Trade or Commerce) (As to Defendants Johnson's Towing and Scrap It)**

18 139. Plaintiffs reassert and re-allege the allegations set forth above.

19 140. Defendants, by towing the Lands' vehicle home, withholding it, destroying it,
20 claiming the vehicle was now in their possession and there was nothing Plaintiffs could do to
21 repossess the vehicle, and misrepresenting the availability of an impound hearing or a notice
22 procedure to contest the impoundment and destruction of the vehicle home, violated the
23 Washington Consumer Protect Act (CPA), RCW 19.86, by engaging in unfair and deceptive
24 acts or practices in trade or commerce.

25 141. To prove a violation of the CPA, a plaintiff must establish five distinct elements:
26 (1) an unfair or deceptive act or practice occurred; (2) the act or practice occurred in trade or
commerce; (3) the act or practice has an impact on the public interest; (4) the plaintiff's business

1 or property has suffered an injury; and (5) the defendant's act or practice caused the injury.
2 *Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co.*, 105 Wn.2d 778, 780, 719 P.2d
3 531 (1986).

4 142. Defendants' unfair and deceptive acts or practices occurred in the conduct of
5 trade or commerce.

6 143. Defendants' unfair and deceptive acts or practices have injured or have the
7 capacity to injure other persons, and are thereby injurious to the public interest.

8 144. Defendants' breach of the Consumer Protection Act constituted a willful failure
9 to comply with the requirements imposed under RCW 19.86.

10 145. As a result of Defendants' unfair and deceptive acts or practices, Plaintiffs have
11 suffered damages and are entitled to damages and injunctive relief pursuant to RCW 19.86.090.

12 VI. JURY DEMAND

13 Plaintiffs demand a jury of twelve.

14 VII. CLAIM FOR DAMAGES

15 Plaintiffs filed a claim for damages with the City of Bellingham on September 20, 2024,
16 which the City has acknowledged. Sixty (60) days have elapsed since the filing of the claim
17 with the City of Bellingham.

18 VIII. RELIEF REQUESTED

19 Plaintiffs hereby requests that the Court grant the following relief:

20 I. An injunction requiring the City of Bellingham to:

21 a. provide adequate notice regarding junk vehicle determinations as well as pre-
22 or post- seizure hearings before destroying occupied vehicles and prohibiting the City from
23 summarily destroying vehicles that are occupied or registered;

24 b. develop policies and procedures to adequately protect the due process and
25 liberty interests for citizens living in vehicle residences, including vehicle residences that may
26 be declared junk vehicles; and

1 c. properly train its officers on due process rights afforded to citizens living in
2 vehicle residences, including but not limited to state homestead protections, exploring
3 reasonable alternatives to impoundment, and providing a pre-or-post deprivation hearing before
4 towing, impounding, declaring as a junk, or destroying an individual's vehicle residence;

5 2. An injunction requiring Johnson's Towing to comply with the City's newly
6 developed policies and procedures to impound junk vehicles prior to towing them to the scrap
7 yard and inform all vehicle residents of their right to redeem the vehicle and/or request a
8 hearing;

9 3. An injunction requiring Scrap It to comply with the City's newly developed policies
10 and procedures to impound junk vehicles prior to towing them to the scrap yard and inform all
11 vehicle residents of their right to redeem the vehicle and/or request a hearing;

12 4. Judgment against Defendants for damages in amounts to be proved at trial;

13 5. Punitive damages in an amount to be determined by the jury at trial;

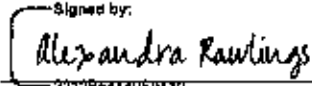
14 6. That Plaintiffs be awarded their statutory costs as provided for by RCW 4.84.010;

15 7. That Plaintiffs be awarded their costs and attorneys' fees as provided for by 42 U.S.C.
16 §1988 for violation of their federal rights; and

17 8. That the Court grant such other relief as may be just and equitable.

18
19 DATED this 15th day of April, 2025.

20
21 **NORTHWEST JUSTICE PROJECT**

22 By  Signed by:
23 Fadi M. Assal, WSBA #53687
24 Alexandra Rawlings, WSBA #55706
25 Attorneys for Plaintiffs
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