



February 19, 2009

RECEIVED

FEB 24 2009

City of Sunnyside

Mark Kunkler, Interim City Manager
City of Sunnyside
818 East Edison Avenue
Sunnyside, WA 98944

Reference: Name: City of Sunnyside/Dosch
Claim #: *25861
Date of Loss: 10/14/2008

Dear Mr. Kunkler:

It is my understanding there has been no claim presented by or on behalf of Alan Dosch regarding the above-referenced incident. We are, therefore, closing our claim file on this matter.

Should you receive any further inquiries or correspondence on this issue, please notify me immediately. We can reopen our claim file at that time and further investigate any potential exposure to the City of Sunnyside.

Please do not hesitate to contact me if you have any questions or concerns. Thank you for your time.

Sincerely,

Frank Andrus, AIC
Litigation Specialist

/ks

cc: Argus Insurance - Sunnyside



**SUNNYSIDE TOWING
PO BOX 698
SUNNYSIDE, WA 98944
PHONE: 509-837-7744
FAX: 509-837-5576**

November 7, 2008

City of Sunnyside
C/O Sunnyside Police Dept.
401 Homer Street
Sunnyside, WA 98944

2nd Notice

**PAYMENT DUE
UPON RECEIPT**

RE: Evidence Hold – 2000 Chev Suburban
Impounded 6-29-07
Released from hold 8-25-08

<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
11-7-08	1379	Evidence hold storage From 6-29-07 to 8-25-08 424 Days @ \$39.00	\$16,536.00
		Finance charge @ 1.5%	\$ 267.64
		Tax	<u>\$ 1,327.49</u>
		TOTAL	\$18,131.13

SUNNYSIDE TOWING
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December 9, 2008

City of Sunnyside
 C/O Sunnyside Police Dept.
 401 Homer Street
 Sunnyside, WA 98944

RE: Evidence Hold – 2000 Chev Suburban
 Impounded 6-29-07
 Released from hold 8-25-08

<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
12-9-08	1379	Evidence hold storage From 6-29-07 to 8-25-08 424 Days @ \$39.00	\$16,536.00
	11-8-08 – 12-8-08	Finance charge @ 1.5%	\$ 267.64
		Finance charge @ 1.5%	\$ 133.82
		Tax	\$ 1,338.06
		TOTAL	----- \$ 18,275.52

**PAYMENT DUE
 UPON RECEIPT**

SHOEMAKER, MAXWELL & COX
LAW OFFICE

708 EAST EDISON STREET
P.O. BOX 853
SUNNYSIDE, WA 98944

PHONE: (509)837-7070
FAX: (509) 837-7079

K. MARK COX
ATTORNEY
EMAIL: coxlaw@live.com

CHARLES O. SHOEMAKER, JR.
"OF COUNSEL"

JANIE CRUZ
LEGAL ASSISTANT
OFFICE EMAIL: shoecoxlaw@live.com

April 15, 2009

Hand Delivered

Eric Swanson
City Manager
City of Sunnyside
818 E. Edison
Sunnyside, WA 98944

Mark Kunkler
City Attorney
City of Sunnyside
818 E. Edison
Sunnyside, WA 98944

Carole Stone
Councilwoman
City of Sunnyside
818 E. Edison
Sunnyside, WA 98944

RE: Allen Dosch, Elite Towing/Sunnyside Towing

Dear Eric, Mark, and Councilwoman Stone,

As you know, I represent Allen Dosch and his local businesses, Precision AG, Elite Towing and Sunnyside Towing. I am writing to you on behalf of my clients regarding several areas of serious concern to Allen and his business interests in this community.

First, since we last met and upon further investigation, it has become clear that the damage done to my client's reputation, in particular the damage to his business reputation, as a result of the defamatory statements made by Councilwoman Carol Stone, a representative of the City of Sunnyside, are much more significant than we had believed. It has come to light, without refute, that, in fact, Ms. Stone approached several department heads of the City and private individuals and specifically told them "not to do business with Allen Dosch" or any of his businesses, specifically Precision AG. Ms. Stone further made blatantly false statements that Mr. Dosch used profane and vulgar language towards her. Such actions were with actual malice and intent to do harm to Mr. Dosch's business and reputation. I have spoken to several of these individuals and they have corroborated such statements. My client has suffered significant damage to his reputation as a business owner, damage to his business, and severe emotional distress as a result of these statements.

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JANIE CRUZ
LEGAL ASSISTANT
OFFICE EMAIL: shoecoxlaw@live.com

Second, Elite Towing and Sunnyside Towing, through their principal Allen Dosch, contracted, on rotation and per Washington statutory guidelines, with the City of Sunnyside and the City of Sunnyside Police Department in approximately 2004 wherein they would provide towing and storage of impound and evidence vehicles on behalf of the City of Sunnyside. Under that contract and its guiding statutes, the City was required to pay for storage fees of evidence vehicles. In approximately June of 2007, Sunnyside Towing towed and stored a 2002 Chevrolet Suburban, as an evidence vehicle, on behalf of the City of Sunnyside. Mr. Dosch, has yet to receive payment for storage of said vehicle and now, again, demands payment in the sum of \$19,221.25 dollars. Failure to pay for said storage fees constitutes a breach of the previous agreement. Any assumption that subsequent contracts covered this vehicle is invalid as such subsequent contracts clearly do not reference the previously impounded vehicle.

Third, Elite Towing and Sunnyside Towing also entered into a separate and subsequent agreement with the City of Sunnyside to tow and store all City of Sunnyside Police Department evidence vehicles. Said agreement gave my client the exclusive right to store said evidentiary vehicles. However, the City has breached that contract by storing numerous evidentiary vehicles themselves on-site rather than through my client.

As you can only imagine, my client is extremely frustrated by the turn of events in his relationship with the City of Sunnyside, especially in light of the numerous offers to try and reach some sort of compromise. We have been patient, even in the face of letters that were supposedly written and never received and numerous unreturned correspondences. However, my client can no longer be patient and can no longer overlook the significant breaches of contract and very serious damage to his reputation and character. The level of distress cause by the above claims has materially affected my client's health and well-being for which the City is responsible. As such, my client demands payment in the sum of \$1,000,000.00 for the damage done to his reputation and business as a result of the actions of Ms. Stone, an additional payment in the sum of \$19,221.25, which includes interest and late fees for storage fees of that certain evidence vehicle, and finally payment in the sum of \$5,000.00 for the City's breach of its evidence vehicle storage contract.

Please remit payment within 10 business days from the date of this letter. If you would like to discuss this further with myself and/or my client, please contact me at my office immediately. Should you fail to make payment or make arrangements with my office on this matter within the above time-frame, our office will file a lawsuit against you for defamation of character and breach of contract, wherein we will seek damages and fees.

With Regards,



K. Mark Cox

KMC/jc
cc: client
cc: via regular mail