

From: CEdwards@myfreedomfoundation.org
Subject: RE: AllianceOne and Farmboat
Date: October 17, 2013 1:24:06 PM PDT
To: SMC_PIO@seattle.gov, gary.ireland@seattle.gov
Cc: Carmalinda.Vargas@seattle.gov, jon.boquist@allianceoneinc.com, Mark.Parcher@seattle.gov, Jerry.Stein@seattle.gov, Jeremy.Racca@seattle.gov, Matthew.Jaeger@seattle.gov, Sabrina.Johnson@seattle.gov, Roque.Deherrera@seattle.gov, Steve.Johnson@seattle.gov, phyllis.shulman@seattle.gov, tim.burgess@seattle.gov, nate.vanduzer@seattle.gov, Richard.Conlin@seattle.gov, etc...

To Whom it May Concern at the Seattle Municipal Court,

In your response to our request for information regarding the Petrich case, Mr. Ireland had stated in part that: "The Court is not able to comment on the actions of AllianceOne in a specific debt collection action."

I would like to say that we do not believe this is the case, as Jerry Stein (Payments Manager at the Court) has already commented on the actions of AllianceOne in the debt collection action against Mr. Petrich in an e-mail he sent to me on the 4th of October.

If I am wrong, and the Court is indeed forbidden by internal policy to discuss specific debt collection actions, please cite the policy. Otherwise we will continue to assume that the Court is stonewalling our legitimate requests for information regarding this case.

What should have been a very simple issue for the SMC and AllianceOne to resolve has instead grown into something that will likely cost both parties more in both reputation and money than they could have ever hoped to squeeze out of Mr. Petrich.

I would like to reiterate that it is in the ability of the Court to stop these proceedings against Mr. Petrich.

To review, here are a few facts that are relevant to this case:

- 1) **Mr. Petrich does not owe the City of Seattle any money. The name of the debtor in question is ~~XXXXX~~. Mr. Petrich (or FarmBoat) never employed Mr. ~~XXXXX~~, nor anyone else for that matter, and thus there are no wages for Mr. Petrich to garnish. While it is unfortunate that the city of Seattle is unable to collect the money they are owed by this scofflaw, there is absolutely no justification for taking thousands of dollars from a private citizen who had nothing to do with it.**
- 2) **Mr. Petrich has repeatedly brought this issue to the attention of both the Seattle Municipal Court and AllianceOne Debt Collection. The Freedom Foundation has also brought this to the attention of both the Seattle Municipal Court and AllianceOne Debt Collection. It is no longer possible for the representatives of the Seattle Municipal Court or AllianceOne to claim that they are not aware that Mr. Petrich never employed Mr. ~~XXXXX~~, and simply does not owe the debt in question.**
- 3) **Even after Mr. Petrich had brought this issue to the attention of both the Seattle Municipal Court and AllianceOne, neither party stopped the proceedings against him, even though it was within their ability to do so.**

- 4) Both AllianceOne and the Seattle Municipal Court have signed the following contract, City of Seattle Blanket Contract 2412, which states in part:

The Municipal Court of Seattle firmly believes in a positive approach in dealing with debtors. **The Contractor shall abide by all federal and state laws and regulations and shall not use tactics which may be interpreted as harassment, demeaning or reflect poorly on SMC's collection efforts. SMC will review and disallow any collection enforcement procedure not consistent with SMC desires. SMC requires that the Contractor employ high ethical standards in their collection philosophy and techniques. The Contractor shall conduct its collection business in a professional manner, which preserves the dignity of The Municipal Court of Seattle and its relationship with its citizens.** Dedicated representatives must conduct all collection efforts and these efforts should be conducted in the United States. These representatives will be trained in appropriate collection efforts. “

- 5) The Seattle Municipal Court has the ability to rescind this attempt by AllianceOne to extract money from Mr. Petrich, however they have chosen not to.
- 6) In light of the fact that the Seattle Municipal Court has the ability to stop the actions of AllianceOne but has chosen not to, does this mean that the Seattle Municipal Court believes these actions against Mr. Petrich are
- a) Not harassment, demeaning, or reflecting poorly on SMC's collection efforts?
 - b) Consistent with SMC desires?
 - c) The result of high ethical standards in collection philosophy and technique?
 - d) The result of professionalism on the part of AllianceOne?
- and
- e) Preserving the dignity of the SMC and its relationship with its citizens?

Mr. Stein, Mr. Parcher, and Mr. Ireland: if you continue to refuse to answer these questions for me, I hope that you will at least answer them for yourselves.

Is this really the Seattle that you want to live in?

Sincerely,

Conner G. Edwards

Property Rights Department

myFreedomFoundation.com

360.956.3482 | PO Box 552, Olympia, WA 98507

