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THE HEARING EXAMINER OF THE CITY OF KIRKLAND

IN RE:	Case No. COM23-00104
Karim Mustafa	
Hearing on Notice of Violation	FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL DECISION.

Overview

The Notice of Violation (NOV) for COM23-00104 is sustained. Mr. Mustafa is a responsible party involved in the removal of six trees in violation of City tree regulations. His fine is reduced from the \$12,000 requested by the City to \$9,000. Mr. Mustafa’s fine was reduced to match the \$9,000 fine assessed against the Juanita Point Yacht Club HOA as part of a settlement agreement.

Exhibits

The March 27, 2025 staff report with its 19 attachments was admitted as Ex. A during the hearing. The staff PowerPoint presentation was admitted as Ex. B. A two page email chain from Mr. Mustafa to David Holster dated April 1, 2025 was admitted as Ex. C. An April 1, 2025 letter from Mr. Mustafa was admitted as Ex. D. Photocopies of four checks was admitted as Ex. E.

Findings of Fact

1
2 1. Notice of Civil Violation. Seattle Duo, Karim Mustafa and Juanita Point Yacht
3 Club HOA were cited with a Notice of Civil Violation (NOCV) dated January 24, 2025.
4 The NOCV cited the parties with violations of KCC 95.21, 95.23 and 95.25 and KMC
5 1.12.100(c)(3)(2) for illegally topping six trees. See Ex. A, att. 1. The NOCV seeks
\$42,000 in fines.

6 2. Responsible Parties. Seattle Duo owns the violation site, which is located at
7 8245 NE Juanita Dr, Kirkland, WA 98034 and is 53,154 square feet in area. See Ex. A,
8 att. 3. The Juanita Point Yacht Club HOA is composed of three property owners who
9 own parcels around the violation site. Mr. Mustafa owns property adjoining the
violation site along its western property line.

10 3. Tree Removal Financing. Mr. Mustafa, Seattle Duo and the Yacht Club HOA
11 each paid \$2,000 for the tree removal subject to the NOV. The three property owners
12 comprising the HOA each paid a third of the \$2,000, 667.00 each. See Ex. E, Ex. A,
13 att. 10, Tr. 42, 44. The responsible parties each paid their share by check. Ex. E. Mr.
14 Mustafa hired the tree cutter, who only took cash as payment with no receipt. Mr.
15 Mustafa paid the tree cutter a total of \$6,000, which was comprised of the \$4,000 paid
to him by Seattle Duo and the HOA in addition to \$2,000 from his own funds.

16 4. Tree Topping. Six trees were topped without a removal permit at the violation
17 site by more than 25% in early 2023. One of those trees had a 30 inch dbh¹.

18 The NOV identifies that the topping was reported to the City on March 23, 2023. The
19 checks written to Mr. Mustafa identified in FOF No. 3 were dated March 10, 2023 and
20 March 2, 2023. Mr. Coye, a City tree arborist, testified the trees were “definitely
21 topped over 25%.” Tr. 14, Ex. A, att. 8. Mr. Mustafa doesn’t contest this and the
22 photographs of the trees are consistent with this finding. See Ex. A, att. 7. One of the
23 trees subject to the violation notice was measured by Mr. Coye as having a 30-inch dbh.
24 Ex. A, att. 8 and 16. Mr. Mustafa didn’t contest that measurement. Mr. Mustafa
doesn’t contest that he didn’t acquire a permit to remove the trees and instead testified
several times that he wasn’t aware a permit was required.

25 5. Tree Permit. Upon receipt of the March 23, 2023 complaint, Mr. Coye
26 investigated the violation site and found 16 topped trees. He subsequently determined
27 that six of those trees had been topped several years earlier and removed them from the
28 case. The owner of the violation site subsequently applied for an after-the-fact tree
removal permit for four of the remaining ten trees. That permit was approved by the
City on October 18, 2024. See Ex. A, p. 3.

29
30 ¹ “Dbh” is diameter at breast height.

1
2 6. Six NOV Trees. With the approval of the tree permit identified in FOF No. 5,
3 this left six trees subject to the NOV. Those six trees were measured by Mr. Coye as
4 having dbhs of 16.5, 17, 17, 21.5, 23.5 and 30 inches. Ex. A, att. 16. Mr. Coye's
measurements were not contested by Mr. Mustafa and are taken as verities.

5 7. Settlement. Seattle Duo and the Yacht Club HOA settled with the City prior to
6 the NOV hearing. Seattle Duo agreed to pay \$20,000 of the \$42,000 fine and the Yacht
7 Club HOA paid \$9,000.

8 8. Hearing. A hearing on the NOCV was held at 9:30 am, April 3, 2025 in
9 Kirkland City Hall.

10 **Conclusions of Law**

11 1. Jurisdiction. KMC 1.12.050 provides that the hearing examiner shall conduct a
12 hearing and issue a final decision on the validity of Notices of Violation.

13 Alleged code violations are quoted below in italics and applied via corresponding
14 conclusions of law:

15 **KZC 95.21 Private Property – Tree Pruning**

16 ...
17 *Pruning shall conform to the most recent version of the ANSI A300 Pruning Standards.*
18 *Pruning which results in the removal of more than 25 percent of the live crown is not an*
19 *acceptable pruning practice.*

20 2. Violation Sustained. The NOV is sustained in its alleged violation of KZC 95.21.
21 As identified above, trees may not be topped by more than 25%. As determined in FOF
22 No. 4, six trees have been topped in excess of 25% at the violation site. As determined
23 in FOF No. 3, Mr. Mustafa financed part of the costs of the topping. KMC 1.12.020j
24 defines a “*person responsible for the violation*” to include those who cause a violation
to occur. Since Mr. Mustafa paid for a portion of the topping costs, he caused the
violation to occur and thus qualifies as a responsible party.

25 **KZC 95.23 Landmark Trees – Mitigation Requirements**

26 ...
27 *1. No person, directly or indirectly, shall remove any landmark tree from public or*
28 *private property without first meeting the standards as provided in this chapter. In*
29 *addition to the application requirements established in this chapter, the permit*
30 *application shall include a landmark tree mitigation plan consistent with the standards*
in this section.

a. Landmark trees on private properties pursuant to KZC 95.25 shall not be removed without first obtaining a tree removal permit as provided in this chapter,

...

3. Violation Sustained. The NOV is sustained in its alleged violation of KZC 95.21. As identified above, the removal of landmark trees requires a tree removal permit. KZC 95.10(17)d defines a landmark tree as a tree with a dbh exceeding 26 inches. KZC 95.10(16) defines tree removal to include topping a tree by more than 25%. As determined in FOF No. 4, one of the removed trees had a dbh exceeding 26 inches and was topped by more than 25% without a permit. As determined in COL No. 2, Mr. Mustafa is a responsible party for this removal.

KZC 95.25 Private Property – Tree Removal, Not Associated with Development Activity:

...

1. *Tree Removal Activity – Notification Required.* Any private property owner of developed property may remove up to a specified number of regulated trees based on property size shown in Table 95.25.1 within a 12-month period with the submittal of a tree removal notification form pursuant to subsection (2) of this section. For any tree removal that is beyond what is allowed in this section, a tree removal permit is required pursuant to subsection (3) of this section. ...

Table 95.25.1 Regulated Tree Removal Allowances, No Permit Required

Table 95.25.1 Regulated Tree Removal Allowances, No Permit Required

Property Size	Maximum Allowance for Tree Removals per 12 Months	Minimum Number of Regulated Trees to Remain on Subject Property
Up to 10,000 sq. ft.	2	2
10,001 to 20,000 sq. ft.	3	3
20,001 sq. ft. or greater	4	4

...

2. *Tree Removal Notification Form.* No person, directly or indirectly, shall remove any regulated tree from private property without first submitting a tree removal notification form. The Planning and Building Department shall make available a tree

1 removal notification form and will review the notification for the purpose of tracking
2 urban canopy loss and for compliance with applicable City regulations.

3 ...

4
5 4. *Landmark Tree Removal Regulations. Any private property owner of developed*
6 *property may remove one landmark tree within a 12-month period with the submittal of*
7 *a tree removal permit; provided, that...*

8 c. *A private property owner of developed property may remove not more than*
9 *one additional landmark tree; provided, that no more than a total of two landmark*
10 *trees are removed in any given 24-month period.*

11 4. Violation Sustained. The NOV is sustained in its alleged violation of KZC 95.25.
12 As determined in FOF No. 1, the violation site is over 20,000 square feet in area.
13 Consequently, the property owner may remove up to four trees per year with a tree
14 permit that may include up to two landmark trees in a 24 month period. As determined
15 in FOF No. 5, the violation site owner acquired an after-the-fact permit for removal of
16 four trees, including two landmark trees. This still left six trees with no prior notice or
17 tree permit as required by KZC 95.25.

18 5. Total Tree Fines. The NOV correctly assessed a total of \$42,000 in fines.

19 KZC Table 1.12.100 sets fines for illegal tree removal based upon dbh. Fines are
20 \$4,000 for trees 14-18dbh, \$6,000 for trees 18-22 dbh, \$8,000 for trees 22-26 dbh and
21 \$16,000 for trees 26-30 dbh. As determined in FOF No. 6, there are 3 trees at 14-18 dbh
22 (3x\$4,000 = \$12,000); 1 tree at 18-22 dbh (\$6,000); 1 tree at 22-26 dbh (\$8,000) and
23 one tree at 26-30 dbh (\$16,000). The fines total \$42,000.

24 6. Fine Reduction. The City requests that Mr. Mustafa pay \$12,000. \$12,000 is the
25 amount remaining after deducting the settlement amounts paid by Seattle Duo and the
26 Yacht Club HOA from the total \$42,000 fine. Mr. Mustafa's share is reduced to \$9,000
27 to be commensurate with the total required of the Yacht Club HOA.

28 The KMC isn't entirely clear on the Examiner's authority to alter the fines set by KMC
29 Table 1.12.100. KMC 1.12.060(d)(4) lists several factors that can be considered in
30 reducing or increasing fines, but that applies to the daily fines set by KMC 1.12.040.
The tree fines set by Table 1.12.100 are not referenced in KMC 1.12.060(d)(4).
However, KMC 1.12.100e provides that the hearing examiner "may impose any
appropriate fine(s) for such [tree] violations." This appears to authorize some
discretion levying fine amounts.

1 Although discretion is authorized, the nature of tree fines dictate that fines should
2 remain substantial. As noted in prior tree examiner decisions, tree fines must be
3 substantial because tree removal can significantly increase the value of view properties.

4 In this case Mr. Mustafa asserts that he was unaware of the need for a permit to top
5 trees. He also asserts that the topping did not damage the trees, that one of the trees
6 caused some property damage by a falling branch and that another tree (not topped) fell
7 over in a windstorm. Mr. Mustafa also found it unfair that the three property owners of
8 the Yacht Club HOA each only had to pay \$3,000 while he has to pay \$12,000. He also
9 identified that he lives on a fixed income and can't afford to pay the fine.

10 Mr. Mustafa is not an arborist. His opinion on the damage caused by the 25% topping
11 is not compelling in light of the legislative determination that 25% tree topping qualifies
12 as tree removal. He provided no evidence that the topping he instigated was necessary
13 to abate hazardous trees.

14 The lack of knowledge of the City's tree permitting requirements is a difficult issue in
15 tree code enforcement cases. Allowing that as a significant defense would render the
16 tree code difficult to effectively enforce since in most cases it would be easy for anyone
17 to make that claim. Ultimately, in this case the amount of the fine is not substantial in
18 relation to the benefit that Mr. Mustafa's property will garner from the tree removal.
19 Six large trees were illegally topped mostly directly in front or close to the front of Mr.
20 Mustafa's water view. See Ex. A, att. 8. The land value of the violation site is over
21 four million dollars. Ex. A, att. 3. The value of Mr. Mustafa's property is unknown but
22 his illegal tree topping has likely substantially increased the value of this property.


23 Ultimately the most equitable way to address the fine for this specific case is to make
24 Mr. Mustafa's contribution comparable to those of the other property owners. As
25 previously noted, Mr. Mustafa felt it unfair that the three property owners of the HOA
26 only had to pay \$3,000 per property while he is being asked to pay \$12,000. It is
27 recognized, however, that Mr. Mustafa's property is significantly better situated than
28 the other three properties to benefit from the tree topping. Mr. Mustafa and the HOA
29 recognized this in their financing agreement for the topping. Mr. Mustafa paid the
30 same amount (\$2,000) as the three HOA members combined (also \$2,000). In this
regard the parties' agreed upon responsibility for paying topping costs is found
determinative as to their proportionate responsibility for any fines that result from that
cutting. The financing for the tree cutting reflects an understanding that Mr. Mustafa
benefitted as much as all three HOA members combined. The fine should do the same.
The fine for Mr. Mustafa is set at \$9,000.

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Decision

Mr. Mustafa’s share of the \$42,000 fine is set at \$9,000. That amount is due within 60 days of the issuance of this decision. As offered by the City during the hearing, the City may set up a payment plan that extends beyond 60 days.

ORDERED this 14th day of April 2025.


Phil A. Olbrechts

City of Kirkland Hearing Examiner

Appeal

An appeal of this Decision must be filed with superior court within twenty-one calendar days from issuance as required by the Land Use Petition Act, Chapter 36.70C RCW.

Appendix A

April 3, 2025 Hearing Transcript

Mustafa NOV Appeal: COM23-00104

Note: This is a computer generated transcript provided for informational purposes only. The reader should not take this document as 100% accurate or take offense at errors created by the limitations of the programming in transcribing speech. A recording of the hearing is available from the Planning Department should anyone need an accurate rendition of the hearing testimony.

Examiner Olbrechts: (00:00:18):

Okay. I think that makes it official. Good morning everyone. It is for the record. April 3rd, 2025. I'm Phil Alre, hearing examiner for the City of Kirkland. Oh, sorry, this Max. Say that again for the record. It's April 3rd, 2025, 9:30 AM I'm Phil Alre, hearing examiner for the City of Kirkland this morning, holding a hearing on a code enforcement notice of violation. This is file number C O M 23 dash 0 0 1 0 4. My understanding is we're down to just one of the alleged responsible parties. Mr. Mustafa, is that you there?

Mr. Mustafa: (00:00:52):

Yes.

Examiner Olbrechts: (00:00:53):

Okay, wonderful. Great. Thank you and welcome to the hearing today. The hearing format, Mr. Mustafa usually is that the staff presents its case. They have the burden of proof. They have to show that, demonstrate that the violations alleged in the notice of violation have been committed. You'll have an opportunity to cross examine all their witnesses and then once they're done making their case, that's your chance to be heard from your side and you can present your evidence and testimony. And if you're your only witness, that's fine. The city can cross examine you just like you can cross examine them. Also, since the city has the burden of proof, once you're done presenting your side of the case, they get to respond to the evidence that you presented and then I get a couple weeks to issue a decision. So are you here to contest the violations or are you here just to ask for the fines to be reduced?

Mr. Mustafa: (00:01:47):

Question. Am I the only one here attending this meeting?

Examiner Olbrechts: (00:01:50):

Yeah. My understanding is the other responsible parties have settled with the city. They've come, right, Ms. Kroll, is that correct? Everyone else has come to an agreement.

Mr. Mustafa: (00:01:58):

That is correct.

Examiner Olbrechts: (00:01:59):

Yeah. So you're the only person left at this point.

Mr. Mustafa: (00:02:01):

Yeah, so I wasn't aware of this until Friday because honestly when I received the letter of the hearing here, which you guys have it to come in on today day and listed all the parties that they're going to be here, I was under that assumption that we all is going to be here and we presented the case and we testify

Examiner Olbrechts: (00:02:31):

Under

Mr. Mustafa: (00:02:31):

Their oath to tell what we know and then to follow up with what you just, you will make decision or wherever they're asking. I didn't so bear with me. I'm not a lawyer.

Examiner Olbrechts: (00:02:46):

Yeah, that's fine.

Mr. Mustafa: (00:02:46):

I'm required engineers,

Examiner Olbrechts: (00:02:47):

I don't

Mr. Mustafa: (00:02:48):

Know the process and how does it work. And this letter that we receive really is always say you guys coming here, I am not familiar with settlement back and forth. Really? I don't know. And that's why I came in here. But I learned just on a Friday through a phone call from David that the other parties, they will not be here. And I immediately, on Friday I reached out to him, I left him a message because wasn't there that, okay, so I am going to be myself on Monday. I sent him also an email. I met with him and he said, yes, you are the only one who's going to come here to the hearing and state your case. But thus what I came here, I thought that there would be other. And so any judgment that you will make is hearing all the party

Speaker 4 (00:03:46):

And

Mr. Mustafa: (00:03:47):

They will be given the opportunity like myself, if somebody say something about me to defense myself in the front of you right now, I find myself as I am the only one who's going to

Examiner Olbrechts: (00:03:59):

Testify. You're saying you need more time then to

Mr. Mustafa: (00:04:03):

No, I'm ready.

Examiner Olbrechts: (00:04:04):

Oh, you're still ready. I'm ready to

Mr. Mustafa: (00:04:06):

Testify. But I hope it's not going to end up by, I say, they say whatever I'm going to

Speaker 4 (00:04:15):

Testify

Mr. Mustafa: (00:04:16):

Today in this meeting, I will provide you and you could challenge me for anything about what I say to make sure that I'm honestly telling the truth on back up with respect and evidence. So you could weigh your judgment.

Examiner Olbrechts: (00:04:32):

I mean, are you saying do you need any of the other parties here to cross examinee? I mean we may be able to.

Mr. Mustafa: (00:04:37):

No, I be not to you. Lemme

Examiner Olbrechts: (00:04:38):

Give me

Mr. Mustafa: (00:04:39):

The opportunity

Examiner Olbrechts: (00:04:40):

To

Mr. Mustafa: (00:04:41):

Present to you, then you'll weigh into it.

Examiner Olbrechts: (00:04:44):

Okay. I may have the authority to compel the other parties to testify if you need them here to defend yourself. I

Mr. Mustafa: (00:04:50):

Think if I say this is not a black, of course this is not a black, but give the opportunity to present on I, because

Examiner Olbrechts: (00:05:01):

Yeah, I can take all that into account

Mr. Mustafa: (00:05:02):

Decision immediately, what I'm going to say and say, okay, what I'm going to say makes sense or not.

Examiner Olbrechts: (00:05:09):

Okay. Okay. Well then back to my original question. I mean, are you contesting that the trees were cut and that you were one of the parties responsible for that and you're just here to explain the fine shouldn't be so high? Or do you want the city to prove all that in their case?

Mr. Mustafa: (00:05:28):

So bear with me

Examiner Olbrechts: (00:05:29):

Again. Yeah, sure.

Mr. Mustafa: (00:05:30):

First time I've been for over 44 years. This is the first time. I don't know how the process, how is the order? Do you want me to tell you the background on how it happened and say, and then challenge what I learned from the other party? If you allow me to tell you this story and give me the opportunity

Examiner Olbrechts: (00:05:52):

To talk

Mr. Mustafa: (00:05:53):

And then ask a question on

Examiner Olbrechts: (00:05:56):

I

Mr. Mustafa: (00:05:56):

Don't know how.

Examiner Olbrechts: (00:05:56):

Yeah, well I think, yeah, just to make sure there are no misunderstandings, we'll probably just move with the standard format, which is the city will present their case and prove the violations if they can. And then like I said, once they're finished then we'll give you your chance to say you're part of it. Fair enough. Yeah, let's do it that way then. Does that work, Ms. Kroll?

Speaker 4 (00:06:16):

Yes, that works.

Examiner Olbrechts: (00:06:16):

Okay. Alright, so alright, well we'll get started with the city then. Ms. Kroll, do you have any opening statements or witnesses you want to present?

Speaker 1 ([00:06:24](#)):

We'll start with code enforcement officer David. I don't know why, I was trying to think. Is it Holzer or Holster? Yeah, holster.

Examiner Olbrechts: ([00:06:39](#)):

Holster. Okay. And let me, oh, okay.

Speaker 1 ([00:06:42](#)):

No, I'm sorry. He's going to present with a PowerPoint.

Examiner Olbrechts: ([00:06:46](#)):

Okay. And let me, I should have addressed exhibits first and let's see, hold on a second here. Lemme pull that up. Mr. Mustaf, I take it you've gotten a copy of Mr. Holster's staff report and he had 90, I think it was, let's see here, 19 attachments to it. Did you get that?

Mr. Mustafa: ([00:07:10](#)):

I did receive, I don't know if you're talking about the PowerPoint presentation or not, but I did receive an email last week with an information that I became visible on. The other party provided information. That was the first time last week. There was some information wasn't included, which I did from my side, but reflect what I believe and I provided to Dave and I believe they have an updated version for it yesterday.

Examiner Olbrechts: ([00:07:40](#)):

Okay, but did you get Mr. Holster's staff report dated March 27th, 2025. And then like I said on the, let's see, the fourth page, or excuse me, the fifth page, it lists 19 attachments.

Mr. Mustafa: ([00:07:57](#)):

There was an email on 7 23 31

Examiner Olbrechts: ([00:08:02](#)):

With

Mr. Mustafa: ([00:08:03](#)):

The Exhibit A I believe or stuff like that. That what you're referring to

Examiner Olbrechts: ([00:08:07](#)):

Is that Mr. Holster, is that your staff report that you sent Mr. Mustafa

Mr. Mustafa: ([00:08:12](#)):

Through an email?

Mr. Holster: ([00:08:13](#)):

Yes. Exhibit A is the staff report

Examiner Olbrechts: ([00:08:16](#)):

With the attachments?

Mr. Mustafa: ([00:08:17](#)):

That's

Mr. Holster: ([00:08:17](#)):

Correct.

Examiner Olbrechts: ([00:08:17](#)):

Oh, okay.

Mr. Mustafa: ([00:08:21](#)):

Whatever they sent, I have no disagreement. How about,

Examiner Olbrechts: ([00:08:24](#)):

Okay, well I did just need to ask you, do you have any objection over entry of those documents in the record so that I can consider them? It's the staff report plus 19 attachments. Yes,

Mr. Mustafa: ([00:08:36](#)):

I receive it.

Examiner Olbrechts: ([00:08:37](#)):

Okay, no problem with me looking at them.

Mr. Mustafa: ([00:08:40](#)):

Absolutely. But there was not, it did not include one of my information that has been provided previously last year to David the report that I provided to the city as well as my meeting. However, I did send it again yesterday with updated information.

Examiner Olbrechts: ([00:08:59](#)):

Do you have that with you right now?

Mr. Mustafa: ([00:09:00](#)):

I do.

Examiner Olbrechts: ([00:09:01](#)):

Okay. Well when it's your turn to talk, we'll get that in the record as well.

Speaker 1 ([00:09:04](#)):

Yeah, and I think my name is Ms. Kroll and I can help with that. She said that she's going to pass

Mr. Mustafa: ([00:09:10](#)):

It

Speaker 1 ([00:09:10](#)):

To you.

Examiner Olbrechts: ([00:09:10](#)):

Okay. Yeah, yeah. When it's your turn to speak, we'll get that document in the record, so that's fine and I'll certainly consider it. So I'll go ahead and admit the staff report and its attachments one through 19. So Mr. Holster, let me swear you in. Just raise your right hand. Do you swear affirm to tell the truth, nothing but the truth in this proceeding?

Speaker 4 ([00:09:25](#)):

Yes, I

Mr. Holster: ([00:09:25](#)):

Do.

Examiner Olbrechts: ([00:09:26](#)):

Okay, great. Go ahead.

Speaker 4 ([00:09:31](#)):

Sure.

Speaker 1 ([00:09:43](#)):

Just one moment, Mr. Holster. Mr.

Speaker 4 ([00:09:54](#)):

There'd like to switch to this

Mr. Mustafa: ([00:09:55](#)):

Seat. Okay, thank you.

Mr. Holster: ([00:10:04](#)):

All right. This is for case number comm 23 0 0 1 0 4 for violation of curriculum municipal code which regulates tree removal without permits. I would like to enter this PowerPoint presentation as exhibit B.

Examiner Olbrechts: ([00:10:18](#)):

Yeah, any problem with that Mr. Mustafa that we also get the PowerPoint in for consideration?

Mr. Holster: ([00:10:22](#)):

Sure, yeah.

Examiner Olbrechts: (00:10:23):

Okay. Alright, that's so admitted.

Mr. Holster: (00:10:27):

These are the issues to be reviewed. The questions are, did Kareem Mustafa violate Kirkland zoning code chapter 95 with respect to improper tree pruning, unpermitted removal of landmark trees, removal of trees in excess of allowances? Also, can the city take enforcement action against the party pursuant to Kirkland Municipal code section one point 12.1 hundred and C, should Kareem Gupa pay the remaining fine balance of \$13,000 as a responsible party, the violation resulted in a total fine of \$42,000. Seattle DU LLC, the property owner has paid \$20,000 prior to the hearing and the settlement with the city. And then Juanita Yacht Club, HOA, which are the neighbors, they paid \$9,000 prior to the hearing and a settlement with the city.

(00:11:19):

The city feels that the distributions and fines are appropriate. Seattle duo owned and allowed the removal of the trees on the property and then the yacht club. We felt like they put in a fair amount of money for the participation that they had as a party. Subject property is located at 82 45 Northeast Juanita Drive in Kirkland, Washington is zoned RSA six and contains a single family residence. It is in the Finn Hill and the image on the left is an aerial of the vicinity. And then to the right, it's just a closer up. And the red arrow on this document actually is Mr. Mustafa's house. So if you can see the outlined yellow property would be Seattle Doula's property, and they actually own all the way down the hill to the lake.

(00:12:19):

All right. And this aerial photo is showing the 10 regulated trees that were removed. You can see each white spot on the pictures that are in the circle. Those are trees that were topped and considered for removal. On March 3rd, 2023, the city received a complaint about the removal taking place on the subject property. And this picture shows the extent of the removal. All right, and this photo is from the original site visit from viewing up on top of the property before we went down onto the lower portion of the property. On February 22nd, 2024, Charlie Kai, which is a registered agent for Seattle Duo, he allowed city staff to come out and investigate the tree removal complaint. Tim Coy, the development review arborist, Martha Rhubarb Planner and myself, David Holster is the code enforcement officer for the city of Kirkland. Went down to view the subject property.

(00:13:23):

And then just these few photos here, you can see that more than 25% of the tree crown was removed, just the lower portion of the tree was left. And then Tim Coys assessment of the trees are on the left side there, it shows 10 Douglas Fs and six big leaf maples were removed from the site. Trees one through 10 are the Douglas Fs and then 11 through 16 are the big leaf maples, which are on the upper portion of that lower property. The gray lines that you see over some of these trees here, they're actually either removed from the violation or they're allowed to be permitted after the fact.

(00:14:17):

And then as for this slide, this is person's responsible for the violation. It's in chapter one point 12 0 2. I think the main highlights here are the causes of permits and civil violation to occur and remain on the property in the city. And then for violations of city tree regulations, the definition includes any person who caused or participated in the removal of the tree in a matter that constitutes a civil violation. And

then here in the same chapter, one 12.020 is the definition of a responsible party. It means any person who is required by the applicable regulation to comply therewith or who commits any act or omission, which is a simple violation or causes the permits or civil violation to occur or remain upon the property in the city and includes but is not limited to owners, lessors, tenants, vendors, contractors, or other persons entitled to control, use and or occupy the property where civil violation occurs.

(00:15:31):

All right, and then after we sent the initial contact out to Seattle Duo requesting payment of fines that originally amounted to \$125,000, they reached out and said that there was actually other responsible parties. Seattle Duo provided us with a check that was written to Mr. Mustafa from the property owner to reimburse Mr. Mustafa for the partial payment of the tree. Trimming quote, there was a quote from Tony's Tree Service, which is also attachment 11 that shows the trimming of 11 Douglas fir trees. There's also email correspondence between the responsible parties including Mr. Mustafa, where they discussed basically getting a better view, trimming the trees and having views of boats and so forth. And you'll be able to see that in attachment 10. And then later on, Mr. Sch small came into the office and provided a similar email, which is attachment 14 that just shows parties agreeing to different sums of money and how to disperse the cost of the tree removal amongst all parties.

(00:16:45):

This is the final tree count. So we allowed Seattle Duo to file after the fat permits, which removed four trees, two landmark and two regulated trees, and then six of the other trees were discovered to have potentially been removed before Seattle Duo owned the property. So the fine was originally \$125,000, it was reduced to \$42,000 and then the tree replacement requirement was 91 trees originally and it was actually reduced down to 36 trees in the current status of the fines and restoration. Due on March 28th, 2025, Seattle Duo, LLC and Juanita Yacht Club HOA had reached a settlement with the city Seattle Duo LLC has paid \$20,000 in fines and has agreed and has submitted a restoration plan to the city. Juanita Yacht Club HOA has agreed to pay \$9,000 for their portion of responsibility and the agreement is worked out with Seattle Duo LLC and there's a remaining fine of \$13,000. Thank you.

(00:18:04):

We believe that the outstanding fine of \$13,000 is appropriately assigned to Mr. Mustafa and we specifically request the hearing examiner to order Mr. Mustafa to pay this amount. The reason why we've come up with this conclusion is that he was the driving force behind the tree cutting. He's the one that initiated hiring the tree company and he also initiated the emails and the contributions amongst other parties to pitch in on the removal. We feel that this is proportionately, this amount is equal to his participation. The owner of the property has paid \$20,000 in fines and is also paying for the restoration of 36 trees. We believe that the Juanita Point Yacht Club has paid a fair amount based on their participation, which is relatively less than the others. Mr. Mustaf has not provided the city with any substantial evidence that this payment would be a hardship and this just is just information for you to consider. These are properties that are owned by Mr. Mustafa within the city of Kirkland. He owns four properties in the city of Kirkland. His home located at 82 33 Northeast Juanita Drive has a King County appraised value of 2,319,000. He owns a vacant lot up in Finn Hill with an appraised value of 2,117,000. He owns a property at 1 0 1 3 8 Northeast 144th place with a King County appraisal of 821,000. And then the last property is 9 3 1 1 Northeast 118th lane with an appraised value of \$355,000.

(00:19:48):

And that's all I have for you right now.

Examiner Olbrechts: (00:19:49):

Okay. And Mr. Holster, I switched over to exhibits just when we were being brought up. No, I don't recall if I swore you in or not. So did I swear you did? Okay, good. Yeah, because too many things going on there. Oh good, good. Alright, so how many of these four properties benefit from the tree cutting? You get a better view from

Mr. Holster: ([00:20:07](#)):

It. They're not.

Examiner Olbrechts: ([00:20:08](#)):

Oh, okay.

Mr. Holster: ([00:20:09](#)):

Mr. Must that's not correct. What's that? How many trees benefit? How many properties benefit? Oh, how many of these properties benefited Mr. Mustafa's own private property that benefited would've been his home that's located at 82 33, which if we go back to, so where the Red Arrow is, that's his home property.

Examiner Olbrechts: ([00:20:37](#)):

Okay. And where's the violation site? That's right in front there. Violation? Oh yeah, it's one in yellow. Yeah,

Mr. Holster: ([00:20:43](#)):

In the yellow area but down low basically where that white square is on there. All those trees in that area, 10 of those trees were affected.

Examiner Olbrechts: ([00:20:52](#)):

Okay, okay. And you said the yacht club was less involved. Why were they involved

Mr. Holster: ([00:20:59](#)):

In this? So they were involved and basically Mr. Mustafa, from the emails that we've seen, went to the yacht club and asked them to pitch in. So he basically headed out the whole

Examiner Olbrechts: ([00:21:11](#)):

Organization

Mr. Holster: ([00:21:12](#)):

Of the tree removal. So

Examiner Olbrechts: ([00:21:14](#)):

Why did the yacht club participate? I mean what was their benefit?

Mr. Holster: ([00:21:17](#)):

Their interest was from emails that were given to us and they're also in the exhibit, their interest was to gain a better view of Mount Rainier and gain better views of the lake and their boats down at the dock.

Examiner Olbrechts: (00:21:29):

Oh, I see. Okay. Okay, great. Okay, Ms. K Crow, any questions of your witness before we go to cross? No. Okay. Mr. Mustapha, did you have any questions of Mr. Holster? This is just the time to ask questions. Just

Mr. Mustafa: (00:21:41):

The question?

Examiner Olbrechts: (00:21:42):

Yeah, just questions. Microphone.

Mr. Mustafa: (00:21:45):

So what to prove do you have about my financial hardships? You said he's capable that he doesn't have a hardship, number one. Number two should be number one question. How did the settlement was made that the Seattle Club, there are three parties, three individual property pay \$9,000 and I'm going to talk later on.

Examiner Olbrechts: (00:22:20):

Yeah, I was like I said just questions. So lemme, this is Mike picking up by the way,

Mr. Mustafa: (00:22:24):

\$9,000, 13,000 where they are free

Mr. Holster: (00:22:28):

Property were engaged.

Examiner Olbrechts: (00:22:30):

Okay.

Mr. Holster: (00:22:31):

So with Seattle Duo they acted as an HOA. So we basically came to the conclusion that since they acted as an HOA altogether that it would've been fair to divide the fine into three. And as far as proving his hardship, the city hasn't attempted to prove his hardship. He has not provided any documentation to prove any hardships otherwise.

Examiner Olbrechts: (00:22:55):

Okay. Any other questions Mr. Mustafa? No, I'm fine. No. Okay. Thanks Mr. Holster. Alright Ms. Crow, any other city witnesses?

Speaker 1 (00:23:02):

Yes, I called the arborist Mr. Tim Coy.

Examiner Olbrechts: (00:23:07):

Okay. Alright Mr. Crow, let swear you in and raise your right hand. Do you swear affirm to tell the truth, nothing but the truth in this proceeding?

Speaker 4 ([00:23:19](#)):

I

Speaker 1 ([00:23:20](#)):

Do.

Examiner Olbrechts: ([00:23:20](#)):

Okay, great. Go ahead.

Speaker 1 ([00:23:22](#)):

Could you please state your name for the record?

Speaker 6 ([00:23:25](#)):

Yeah, my name is Tim Coy.

Speaker 1 ([00:23:27](#)):

And where do you currently work?

Speaker 6 ([00:23:29](#)):

I work for City of Kirkland.

Speaker 1 ([00:23:30](#)):

What is your job?

Speaker 6 ([00:23:32](#)):

I'm the development review aist.

Speaker 1 ([00:23:33](#)):

Okay. And what are the duties included in that?

Speaker 6 ([00:23:37](#)):

I process tree permits as well as review development activity for removal and retention of trees.

Speaker 1 ([00:23:45](#)):

And what certifications do you have for education and certifications for that role?

Speaker 6 ([00:23:57](#)):

I'm A ISA certified arborist with a tree risk assessment qualification and my education is, I attended South Seattle College for the horticultural program there and got some certifications through there and then I've worked in the industry for about 10 years now.

Speaker 1 ([00:24:19](#)):

Okay. Can you tell us whether or not the city has particular code violations to preserve and protect existing trees?

Speaker 6 ([00:24:34](#)):

They do, yes.

Speaker 1 ([00:24:34](#)):

Do you know what chapter that is in?

Speaker 6 ([00:24:35](#)):

That is chapter 95

Speaker 1 ([00:24:38](#)):

Of the zoning code?

Speaker 6 ([00:24:39](#)):

Yes. Kirkland zoning code chapter 95.

Speaker 1 ([00:24:42](#)):

Okay. And I wonder there's been a claim here that these trees were pruned and not removed and I'd like to know based on the Kirkland zoning code and some of the definitions in that code, whether your opinion of that claim is that it is accurate or inaccurate?

Speaker 6 ([00:25:11](#)):

Sure. Yeah. So the Kirkland Code, it does allow pruning of trees but the trees have to be pruned within ANSI A 300 specifications, which is best management practices for pruning and it specifically does not allow topping that is under our definitions 95 95 10 14 topping is described as indiscriminate cuts made between branches that leave a stub used to reduce height or crown size. On an established tree topping is not an acceptable pruning practice pursuant to best management practices in the ANSI A 300 pruning standards and these trees on the subject property were definitely topped over 25% and the result of that topping will compromise their health and long-term structure. If the topping doesn't kill the trees, they're going to grow in a manner that's going to make them hazardous and shorten their life span significantly.

Speaker 1 ([00:26:16](#)):

Okay. Mr. Coy, one thing perhaps if you could just slow down, you're speaking,

Speaker 6 ([00:26:22](#)):

Sorry.

Speaker 1 ([00:26:23](#)):

No, that's fine. And then there are some acronyms you're using,

Speaker 4 ([00:26:29](#)):

You're

Speaker 1 ([00:26:29](#)):

Saying an C and you're talking about ANSI A 300 pruning standards that are included in Kirkland zoning code 95 point 11 under the definition of pruning. Could you tell us what ANSI stands for?

Speaker 6 ([00:26:55](#)):

The American, it's one of those acronyms that I've used so frequently that I actually don't even think about what that stands for. That's the American National Standards Institute, I believe is what it stands for. And it's basically a regulatory agency talks about best practices throughout all sorts of industry. There's also NC standards for safety working trees and the A 300 applies specifically to pruning practices.

Speaker 1 ([00:27:30](#)):

Okay. And it says under that same section 95 point 10 point 14, you have a definition of topping that you provided to us also.

Speaker 6 ([00:27:45](#)):

Correct.

Speaker 1 ([00:27:46](#)):

And that also is based on a C 300 pruning standards, is that correct?

Speaker 6 ([00:27:50](#)):

Correct.

Speaker 1 ([00:27:51](#)):

Okay. Now we do allow private property owners to prune their trees.

Speaker 6 ([00:27:57](#)):

Correct.

Speaker 1 ([00:27:59](#)):

And that's at KCC 95.21?

Speaker 6 ([00:28:06](#)):

Correct.

Speaker 1 ([00:28:07](#)):

And what is the type of pruning that we do allow?

Speaker 6 ([00:28:13](#)):

So proper pruning would be removing branches at the base of the tree at the shr. Improper pruning is leaving stubs hanging off and then obviously the topping that we discussed and proper pruning is no more than 25% of the live crown at a year's time basically.

Speaker 1 ([00:28:36](#)):

Okay. And helpful in that regard I think is we have a definition called for what constitutes tree removal and that's, I just want to just make sure we're talking about the same one. And that's at KCC 95 point 10 in our definition standards at, let's see, it looks like, let's see, tree removal looks like subsection 1616. Correct. Okay. Alright. And so what does the code inform you about what will constitute an improper tree removal?

Speaker 6 ([00:29:22](#)):

Right, so from, yes, 95 10 16 it's tree removal, the removal of a tree through either direct or indirect actions including but not limited to one, clearing, damaging guarding or poisoning in each case resulting in unhealthy or dead tree two topping that results in the removal of 25%, more than 25% of the live crown or three damaged to roots or trunk that is likely to destroy the tree's structural integrity. And so the trees in question fall under two, which is topping the results in the removal of more than 25%.

Speaker 1 ([00:30:02](#)):

Would they also fall under subsection one?

Speaker 6 ([00:30:06](#)):

Potentially, yes. Under the damaging part of that

Speaker 1 ([00:30:12](#)):

Damaging that results in an unhealthy tree?

Speaker 6 ([00:30:15](#)):

Correct.

Speaker 1 ([00:30:16](#)):

Alright. Now we do allow the removal of hazard trees, is that correct?

Speaker 6 ([00:30:24](#)):

Through a permit, yes.

Speaker 1 ([00:30:26](#)):

Okay. And were any of the trees on this property that were topped, pruned, or considered removed? Were any of them considered hazard trees?

Speaker 6 ([00:30:41](#)):

Not by my observations. I didn't see any, I mean what was left of the trees looked to be imperfectly previously healthy condition. I didn't see what the trees looked like beforehand, but I saw no evidence that they would've met hazard conditions.

Speaker 1 ([00:30:57](#)):

Okay. There was a structure, a building that's on the Seattle Duo property, correct?

Speaker 6 ([00:31:05](#)):

Correct.

Speaker 1 ([00:31:06](#)):

And did it sustain any damage from trees that, based on your observation,

Speaker 6 ([00:31:11](#)):

Not that I saw.

Speaker 1 ([00:31:13](#)):

If you did see such damage, would that have immediately constituted a hazard tree?

Speaker 6 ([00:31:19](#)):

No. Branches fall on trees and just because of branch falls does not make it a hazardous tree automatically.

Speaker 1 ([00:31:29](#)):

And what does the code recommend happen? First before a tree is taken down as a hazard tree

Speaker 6 ([00:31:39](#)):

To have an arborist view the tree and make a determination of its health and before removal of the tree, we'd want to see mitigation options to reduce the risk of the tree.

Speaker 1 ([00:31:50](#)):

So if branches are falling, might you require the property owner to remove some dangerous branches,

Speaker 6 ([00:31:57](#)):

Correct? Yes.

Speaker 1 ([00:31:58](#)):

Before removal of the entire tree?

Speaker 6 ([00:32:00](#)):

Correct.

Speaker 1 ([00:32:00](#)):

Alright. Now were there any structures on the Seattle Duo property? Excuse me, lemme start again. Were there any trees on the Seattle Duo property that were trimmed that could have potentially impacted any structure on Mr. Mustafa's property?

Speaker 6 ([00:32:26](#)):

No.

Speaker 1 ([00:32:27](#)):

And why is that?

Speaker 6 ([00:32:30](#)):

The houses that benefited from the view, they're on top of a bluff. All of the trees were down below at water level basically. So any tree failures there would not hit the houses up on top of the bluff. The only structure that might've been impacted was the little cabin down at the bottom of the hill.

Speaker 1 ([00:32:53](#)):

Okay, thank you. I have no further questions.

Examiner Olbrechts: ([00:32:56](#)):

Okay Mr. Mustafa, any questions of Mr. Coya?

Mr. Mustafa: ([00:33:01](#)):

Not right now, but I've included in my comment that as a comment,

Examiner Olbrechts: ([00:33:05](#)):

Oh you might bring him back up during your presentation is, well

Mr. Mustafa: ([00:33:08](#)):

Not necessarily but to elaborate what he said.

Examiner Olbrechts: ([00:33:11](#)):

Okay. Yeah, I'll w that. Okay. Alright. Thank you Mr. Appreciate your testimony. Any other witnesses, Ms. Kroll?

Speaker 1 ([00:33:22](#)):

No, not at this time.

Examiner Olbrechts: ([00:33:23](#)):

Okay. Mr. Mustafa, now's your turn. Let me swear you in first, just raise your right hand. Do you swear or affirm to tell the truth nothing but the truth in this proceeding?

Mr. Mustafa: ([00:33:30](#)):

Yes I do.

Examiner Olbrechts: ([00:33:30](#)):

Okay, great. Go ahead.

Mr. Mustafa: (00:33:33):

So I might be standing up because of

Examiner Olbrechts: (00:33:35):

Sure, yeah, whatever's more comfortable. I'm

Mr. Mustafa: (00:33:37):

Going to brief you a little bit some history to give you the whole story. As I said, I didn't know that they will not be here. Most of the stuff I presented here is iqra. I'm not the only, my issue is with the fine, which I'm going to focus on that we started, I bought the hub,

Speaker 1 (00:34:01):

Did you want to submit some documents before?

Mr. Mustafa: (00:34:06):

Sure, yeah.

Speaker 1 (00:34:07):

So he has those. Oh

Mr. Mustafa: (00:34:08):

He does have it. He

Speaker 1 (00:34:09):

Does not.

Mr. Mustafa: (00:34:10):

Okay. Yeah, I provided this on this first version actually was given last year, but this is an not updated version and this is provided to the city yesterday.

Examiner Olbrechts: (00:34:22):

Okay. So I'll say the, I think probably location my report was not included. Okay. Let me deal with the new exhibits first. So the staff report and its 19 attachments, we'll call exhibit A, the PowerPoint presentation is exhibit B and both of those are admitted. And so now I've been given an email from, it looks like an email chain from Mr Holster to Ms. Kroll dated Wednesday, April 2nd, 2025 and I take it there's no objection from the city for entry of that email chain, is that correct?

Speaker 1 (00:34:58):

No objection.

Examiner Olbrechts: (00:34:58):

Okay. So that'll be admitted as exhibit C and then I have here, let's see, it looks like a memo, I think a dated April 1st, 2025 or I can call it a letter from Mr. Mustafa. That would be exhibit D. Any objections

from the city in submission of that? No. Okay, they're both admitted then. Alright, go ahead Mr. Mustafa.

Mr. Mustafa: [\(00:35:19\)](#):

Yeah, so I bought my property in 2013. We loved that property. It has a beautiful view and that's what we bought the property to live there and enjoy the lake view, the Mount Rainier view. So then the tree wasn't that tall tree, they would get taller and prior to cutting that tree, my neighbor to the right, which is Kevin and O, let's call them if you're familiar with them, they are by the way three property. I wasn't even aware about the terminology about HOA they have nor my left property was the owner of property that they are company. I didn't know that. But nonetheless, so when the three start becoming tall, we verbally discussed that issue. What can we do to these three? Can we trim them? We had agreement, verbal agreement and then about two years prior to that I had a tree by my driveway that was hazarded on risk and I didn't know whether it belonged to me or to the city but need to be removed.

[\(00:36:49\)](#):

I came to the city here and I talked to them and they provide me with permit to cut that tree. So I found the company who did cutting the tree through Greg list at the same time that time my neighbor, the club, they used the same company on cut a tree in their property, which they witness it Dave on the company. They witnessed that and they have picture in their documentation because they use that company also. And they said two years later we talk about hey the tree is big and thing like that. Can we trim it? Say yeah. So they talk to me and I am in the middle, the club here to my right on the Seattle, the owner of the first to my left, we talk, can we trim this tree verbally And an email was exchanged. We all in agreement like David stated in his witness touch, Kevin came here and he said yeah, agreed.

[\(00:38:05\)](#):

So we agreed on it to use the same company on communication throughout that time through the three party, I want to emphasize they are three party really when they say HOA there are three individual people property. So they agreed on the email was listed in one of the attachment and they said Reem, okay, let's use the same company that they use. And I used to come, so I talked to the company the who cut the tree said If you pay me in cash I'll give you a good deal to cut it. So I told them, they said, okay Kareem, we're going to give you a check. I didn't give it to him.

[\(00:38:48\)](#):

That's what they told both of them on the check to provide it to us and you guys have a copy and also I have a copy of the check if it is needed. But they admit they provided this payment. We divided among all of us. Then I start, I received the first letter last year from the city about the complaint. They found out that we cut the tree, some neighbor complaining and I found out the neighbor adjacent to Kevin, the three party to their right. She complained appropriately. She talked to him or even she talk about their three but they have it. But apparently the written complaint to the city, which they have it on, I think in one their documentation they were focusing on the three that we cut.

[\(00:39:51\)](#):

So when we received this letter and also received communication from the attorney of the owner of the property, say Hey, the city right now is being, they came in and they find us for \$120,000. Hey we need to respond to the city. So I went to the club, Kevin, who is the HOA representative, I knock on the door and I said, Kevin, the owner of the property at that time I call him Robbie who is regarding the property, received the letter, he sent it to us, we need to respond to the city and we need to react. We should not ignore. So because of the fine at that time was \$120,000, he said Look you on your own. I'm not involved

in that. I said Kevin, this is not right. We cannot throw the guy under the bus because he owned the property. We all in agreement and the city have this email that listed all of you three party. Myself and them honest clearly said we talked about it and you said it is a good idea, proceed with it and we're going to disturb your money. Long story short sir, he said No, you're on your own.

(00:41:22):

So I went and responded to Charlie who is the attorney for the owner of the property. He sent the list, I have an email from him here but you guys also have some information. And I went with him and I talked to him and I told him, Hey it is against my integrity and honesty to throw your client under the bus. I talked to Kevin, I didn't get a good response. He said, go hire a lawyer. I said, I don't have a lawyer, I cannot afford it. You are an attorney, you know how to deal with that stuff with the city so let's work it together. So I provided the report to them. I sent the report immediately to the first letter that we received from the city of ADA violation to David. I came in here furthermore and I talked to David to state about the situation in that report on which the one that you have provided right now, I stated that when we did this all we mutually agreed but honestly we thought this is a private property on what we were doing is just a determin.

(00:42:45):

I read the code and I'm not a lawyer but to the best of my knowledge is also focusing on the removal of the tree on the trimming of the tree is dying. So that's why the fine is going to be established based on a tree is dead. Thus the fine is that even because they consider it as I stated by the person there, it said that hey, if it's trim 25%, the tree is destroyed and that's why the fine will be established. So in the letter on the report that I provided to them and you have a copyright, now I provided some justification. Number one we didn't know about it, okay? It's our mistake, our fault, nobody read the code of the city really on daily basis. I know if I remove the tree and I did in honesty priority I take a permission and I remove the tree.

(00:43:42):

But in this case our understanding that three of us, all the party involved was just treeing, we are not killing any tree. Not to mention if you see all the pictures, there is about 40 trees there and we are just a 10 of them. We are not impacting the environment, we are not impacting any damage to anybody, nothing there and the tree is going to grow. Not to mention also one of the purpose is one of the tree did damage to the property. Look at it there and here's the picture which is in the report. It is one of the tree, not that the hollow tree but the branches fall on the cabin that it's located there on did damage.

Examiner Olbrechts: (00:44:30):

Okay, Mr Mustafa, just for the transcripts you're referring to your April 1st, 2025 letter, which I believe, I think that was exhibit D and then page two there the second page, second page, second

Mr. Mustafa: (00:44:42):

Page item number four

Examiner Olbrechts: (00:44:44):

In

Mr. Mustafa: (00:44:44):

My, you will see that the damage happened from one of our branches which was very close and that was provided so that's one of the three coincidentally again we didn't know that is going to cause any

problem to the three in the same report on item number five, six weeks ago in the same property you could see one of the three that we did not touch. It was a tall tree. Item number five that's about six weeks ago happened. That tree did fail and you could see where it fell. Sir, adjacent to a property we are exposed to wind on the lawn on rain it did fail but I'm trying to tell you that even though we think that three could be wrong, project chord but at the same time we look at some little bright side that some of the three could have been produced.

(00:46:03):

I'm engineered geo physics, the longer it get, if there is a wind tree could fall. I mean we have seen in here, we have seen it also in the same neighborhood. This is not in your report but if you look at around, no we in the help look at the damage that at toilet could happen. I'm not trying to justify what we did right this but incidentally it did help there some help from benefit we could not. Life is not black and white. There could be some benefit that further I know that the arbiter said that on the court stated that truly the three 25% will destroy the three and will die and that's why the fine has been established based on that. However, in my report sir on the page letter on page number six, I took a picture a few days ago to the three location and you could see it. You could see you barely could see them. These three, they is still very set strong growing up on more branches start coming above where we cut it more than two years ago when we did that.

(00:47:49):

Are they still growing? Not just that sir there are more trees are growing daily there. This property right now for the past year they don't live in. It is being ignored and more trees are coming on. This land is ified residential area but honestly right now it's like a forest. The city is charging us about \$18,000. Property taxes, my house doesn't work. That what? Because of the view. Sir, I'm not going to lie to you here that what we did is not for that. Yes because we want to enjoy it but we did not damage anything. We didn't have anything. It is a private property. We didn't do anything in our understanding wrong to be punished and to be penalized that way based on consideration that these three are dead, which the evidence show otherwise. And I said to the city, okay you want to find me fine but give me the chance if these three, what you consider them as a dead come five years ago, come see them right now, give it a shot. They are not dead.

(00:49:10):

So the involvement, all of us now, oh so when we received the letter to come in here last week, now let's talk about the settlement. I didn't learn and I don't know, I'm not a lawyer. I believe all the communication that I was passing in good faith to my neighbor, lawyer, dean, I provide them all the information. I visited him on everything and I responded to the city. I was passing all the information of whatever I give to the city, to all parties, tell them what I did, what I provided. Regrettably sir, I was not getting any input from the two party to me from their lawyer, none whatsoever. And I could understand how the city established their fine is based on misled information and not an honest and I'm going to tell you why I passed down formation to them. They did not share with me.

(00:50:26):

David told me that they tried to reach you, they didn't to reach a person and he's aware of that you have a mean of telephone, text, message, mail, an email, all of that communication. I received nothing. When they left me a message on a Friday afternoon, I responded to him on here. When they sent me a letter I responded not just that but I took the shift to come in here. So their lawyer sir and they misled the city to establish the fine and to get away with all respect to lawyer, sometimes lawyer you use some more to twist things really for their own benefit and it's smart enough to know. But let me give you an example. So one of their lawyer for their property said, we understand that Mr. Ka must play a significant rule, put

significant rule in the mind of the city because that's the same more they used in their response to me. He said he play a significant rule in arranging of removing the tree.

(00:51:39):

My client did not ask to remove the tree and did not involve in any way of share. We had the email that you have that prior to getting the tree, the three party or the party, I call them five really not three, three under OA one. They all in the email and they all in agreement to move the tree. Everyone has provided me with a check because the guy wanted cash. They said Ka here is a check, you cash it, you give it to him. The company, I did not select it. It was a company that was selected by them also and myself before my role was taking their check because the guy wanted cash to give us a good deal and he did that.

(00:52:40):

I was naive. There is an example, there was a triage being caught. They know about it and I thought we are not violation in any court. I don't have access. You saw the map, I don't have access to that property. If they claim they were not involved, they don't know anything. What they said here, and again this is a lawyer, I cannot, I afford the lawyer to bring it to you who uses Sam Moore? He said Ed and Abbott does not apply to my client under reasonable interpretation of the phrase, excuse me sir, English is my second language.

(00:53:31):

So I went and I tried to find out what does Ed and Abbot mean? So meaning they did not assist, they did not do anything. Thus a true statement provided to the city and the city did not challenge them because I don't have access to the property, I cannot go. Do you think that at my age I will jump on and cut the tree by myself? No, both of them they have the access they club, they have steer which this picture by the way you have it, the only way to go the property is somebody will let them through the stairs to go there and cut. That's the clock. Which they provided information for two days and they witnessed what was going as will us, the neighbor who has a trauma who was there on provide because I cannot operate the tramway to go down. He helped them escort them and go there.

Examiner Olbrechts: (00:54:35):

So Mr. Mustafa, you were showing a photograph or are you saying you want to put that in the record or

Mr. Mustafa: (00:54:40):

Well it is up to you but I'm telling you that I don't have access. You have a picture actually of that

(00:54:45):

That both neighbor, they have access. I'm trying to justify that. I'm going to lead you to define how it was established on why they misled whoever in charge about the settlement with them. I didn't know. Nobody mentioned to me, hey if you want a settlement or come to talk to who, I didn't know until Friday when I learned from David that these people they were talking and provided information to them, dishonest information. At the end of the day they end up with a smaller fine, especially the HOA of \$9,000 distributed only three, four, \$3,000 piece yet means I've been slammed with \$13,000 because this lawyer tell them that I was playing a significant role. What was my role? Did I provided access? Did I force if I came into this office, if nobody allowed me to enter this from the door, do you think I would be physically be able to come in here on my own?

(00:55:54):

So I am here. I agree that we were naive and we violated some code that I wasn't aware of based on what I've been talking about as a private property. We did not remove the trees is a alive, but I'm trying here to focus on the find that was put on me on the city saying that I was the leader, I was the instigator, I was the planner, I was the person who forced them to pay. That's not true and because thus the city was mistake because their attorney was telling them that and I didn't have any visibility on whatever information was provided by the other party in contracts. I was telling them everything what I do when the dean, the lawyer was communicating to me, give me information I was giving to him on, I provided there was an email he said that he's going to give and I show it to Adam.

(00:57:08):

Yesterday in my meeting with him I saw him, I said, please look at what the lawyer is telling me. Hey don't worry give the city they weren't in good honesty represented me. It's my fault I trusted them. But you could see in this exhibit that you have it about them on what I'm telling you, the define that was established is based on one side the story. That's what my, I'm telling Jim. Okay. It was based on what they said. So David told me they were trying to reach you. They did not want, so it is my word against the word, but I'm telling you here's the email with my communication to them and they said

Examiner Olbrechts: (00:57:51):

This is the April 2nd email from Mr. Holster.

Mr. Mustafa: (00:57:54):

Absolutely sir.

Examiner Olbrechts: (00:57:54):

Okay.

Mr. Mustafa: (00:57:57):

And when they say they did not add, they did not participate. I just show you all the evidence which was in the report. Some of them, okay, that they did add, they provided check, they provided an email. Our agreement, the company that was cut the tree, it was the same company that they was utilized them. So they have a lawyer, they are rich people. They could afford it. Hey, they could get away with it. I cannot. So no, your honor, I'm retired. I am going right now make a comment of what David ner a presentation I believe because he was misled first initially. I have no idea how did they did that. This guy paid that much pay. But because on only one feedback they receive from them and probably the city, sorry to say Dave here think that I'm a rich man so he deserve it. Let's slam him with this money. So I'm going to elaborate on that. They provide, they were misled that I wasn't the leader, I was not providing significant, as a matter of fact, I'm the least they could at any time say, hey, we don't want it.

(00:59:22):

They didn't have to pay a check or use the company or provide their access nonetheless. So regarding the, they were talking behind about the settlement, which I didn't know if they or set the city tell me, Hey come you want to settle down, give me the opportunity as they give my other party. I didn't know they did not. This is the letter here of to come. It doesn't say come make settlement. They say you have a hearing and when I looked at all the people here is all the parties coming today and then let you

Examiner Olbrechts: (01:00:03):

And for the record you're reporting to the notice of violation. I take

Mr. Mustafa: [\(01:00:06\)](#):

Right Attachment one.

Examiner Olbrechts: [\(01:00:07\)](#):

Yeah

Mr. Mustafa: [\(01:00:07\)](#):

As

Examiner Olbrechts: [\(01:00:09\)](#):

Attachment

Mr. Mustafa: [\(01:00:09\)](#):

One to come and hear us and then you will serve, decide, okay, what judgment is defined that claim by the city is reasonable or not. And then shall we be dismissed or reduced? The judge will be decided based on provided evidence from all party. Regrettably, the other party settled with the city without my knowledge, without my knowledge until Friday I didn't know and I was not given any opportunity or mention is it my fault maybe or their fault. I don't know. But what I said. But then so where we are right now, so I learned, so I said David said, oh that's they settled down. They are not going to coming on. If you want to settle, you have opportunity before the hearing talk to us. Okay? I wrote a letter on, if you refer to the email that I sent just to provide this, I met with David on Monday.

[\(01:01:13\)](#):

Immediately after I learned that they say there is a process called settlement. I met with him. I met with the director of planning, Mr. Adam yesterday and I shared with him the information and I said Hey please really I want you to reconsider the fine after. Now you heard my side of the story because previously you guys, you were misled to establish the amount of fine for each party and you let the HOA, their lawyer emphasizes one entity. They are three and you give them 9,000. So each party is a \$3,000. I don't believe this is fair for all the party who benefited from him me being \$13,000 on hemp. So here is my proposal, which is my email that happened yesterday by the way or day before yesterday Anyway because I learned about there is process called settlement.

[\(01:02:22\)](#):

So I met with Deb, I met and I said here it is my proposal please. And I want to emphasize that three, since the three is still alive, we could ask our initiative could be helping to prevent it to the tree from falling as I show in my document somewhere. And because there are so many and because there are so many three, if it's possible, please dismiss the case on future. These people, they're going to build the house sooner or later they're going to file for permit. Also remove some of the tree to build the house because it is a residential area. Can you kindly dismiss the case? That's what went off option number one. Option number two, I said my social security, he said there is no evidence in testimony but my mind should. I said to Adam yesterday, I live on social security right now, \$2,842, my social security and I have some saving on my kid. Help me. I am offering the city up to \$5,000. This is my kid is going to help to. So the city will, hey, we did reinforce the law. If they don't want to dismiss it, if option one or option two is not acceptable, I cannot give you money. I am willing to give you volunteer work, punish me.

[\(01:03:53\)](#):

I could come here, tell me, hey do I said in many cases in our time, everybody not immune from making a mistake or something. You got traffic violation. You go to the judge, the judge look at you part you did the wrong. Sometime in many cases he look at you, listen to you dismiss the case, reduce the fine or whatever that's happening common. So please, after you heard my story right now, could you please reconsider the fine that was established based on one side of the story. Now you heard my side. I wasn't given the opportunity. I was being slammed with Juan without just based on the communication that was provided to you that I was the criminal, I was the leader on the evidence that I'm sharing with you stated otherwise regarding also the hardship on it was mentioned that I own a free property and he said that, he said that I own this for property, the primary resident that I own, which he said worth 2,000,300.

[\(01:05:16\)](#):

The doesn't work more than 500,000 but worth that much because of the view which I've been paying taxes on it. \$18,000. That's the first one. The other, the vacant land your Honor is belong to my daughter, which is her name where I come from, our culture, we help our kid, my wife said, hey, let's secure the kid. So it's under her name and we still paying mortgage. I put my name on it because the mortgage company, she doesn't have enough sufficient fund. But you could verify. They could verify that RDA Mustafa is on it and that's her. The other one, yes, I own it is also belong. My son, my wife said hey, we need to secure the kid with the property. My son live in it and I have one condo does the assistant money that I'm making mortgage payment one condo here in Kirkland that is rented. I get about five additional a hundred dollars clear after everything is spent to help me. When he looked at that, regrettably, some people they think I'm a multimillion. If I'm reached that one, why I should come in here. I should be able to offer a lawyer rather and be smart enough to understand their legal terminology and have him using twisted war to mislead other people.

[\(01:06:46\)](#):

So your honor, here, this is what I am. I believe I've been here sir for 44 years. I came as a student. I went to engineering school. I educated myself on, I love the system here. It's different from where I come from. I believe in justice. I'm not asking for fairness like he or the city established that fine on three people, \$9,000 and after you hear me right now, I asked them to reconsider it. I believe in justice here and I want all that I'm asking is for fairness and justice. Was I the leader in all of that to be fine and being punished? Would this hefty fine compared to the other or we should all be equal proportionate. They pay each individual, they twist it and they said we are just one entity rather than three property and they get away with it on admin. So my honor, please. As I mentioned in my email, I think I want justice and fairness based on what I mentioned to you today, what I provided to the city, which there is, I don't have any hard feeling about them because they didn't know my story before. On regrettably, they use the information that provided to them from one side on. I wasn't aware of any settlement or process or how to talk to them.

[\(01:09:03\)](#):

This isn't my honor. I want justice. Okay, I want

Examiner Olbrechts: [\(01:09:17\)](#):

Thank you. Yes, understood. Thank you Mr. Mustafa. Ms. Kroll, any

Speaker 1 [\(01:09:21\)](#):

Questions? I do have a couple questions. Thank you. Mr. Mustafa, you indicated that you were not the driving force behind the tree cutting. If it was not you who suggested cutting the trees?

Mr. Mustafa: (01:09:45):

We, me. Oh, Kevin and I, we are neighbor and many times we see each other. We looked at the tree before we together, not of a suggestion. We see them and at multi time we looked at them on, we tried to cut them before this honor and because I'm in the middle of the pool property, Kevin, the HOA to my right on the owner of the property to my left. Prior to that they don't have a good relationship. So he asked me to talk to him. Also at that time he said, oh, my wife doesn't want it. So that when of the incident. Then later on also there was verbal communication among our ourself. So when the new neighbor come in, I talked to him using the prior communication with the HOA that I was informed. I said, do you mind, you know about this? He said, yeah, this is a good idea. This is what happened. And then we exchanged the email and Kevin, he said, Hey, sorry to say he's a SNE on a stingy about money. So he twisted the other way. He said, we are even with me, HOA, although they are three property, so we will give you just one third of the money. And that's how the agreement happened based on several verbal communication.

Speaker 1 (01:11:28):

Okay. So at that

Mr. Mustafa: (01:11:29):

Time

Speaker 1 (01:11:29):

And you approached the property owner by

Mr. Mustafa: (01:11:34):

Yourself? Yes, because Kevin tell me he doesn't know him and I'm in the middle. I live between both of them. In both of

Speaker 1 (01:11:43):

Them And then you hired a tree cutting company?

Mr. Mustafa: (01:11:47):

The tree company that was flying. We have a previous experience with them myself. When I cut the three under permission, Dr as well as Kevin, we have their phone number and he said I am retired, I have time to take care of this. They are working together now. They do work on daily basis. She said Kareem, you call them. I didn't find anything wrong with that to call them because we used them both before. So I did that.

Speaker 1 (01:12:22):

And you were informed by the city that the tree company could be a responsible party, is that correct?

Mr. Mustafa: (01:12:29):

Yes.

Speaker 1 (01:12:30):

And did you give us the name of the tree company?

Mr. Mustafa: (01:12:33):

I did in my email. The problem is, is I was communicating it to the city as well as to Dean onto the owner. I was in good faith sending Dean who is the lawyer of the owner of the property. All the information. I didn't know. No,

Speaker 1 (01:12:57):

You have never given us the name of the tree cutting company.

Mr. Mustafa: (01:13:01):

I was the city to be honest with you. I don't know whether I have, you guys asked me for

Speaker 1 (01:13:09):

What? Yes, we have asked you and you have not given it to us. You said you found them on Craigslist? Yes. And who are they?

Mr. Mustafa: (01:13:16):

Oh so their name is Tony or Tony on it was listed from day one when you guys sent the letter to us, they were identified and I responded to your email or their email with their email that you guys have provided. So I know that you guys are aware of the city because it was part of the day one when you guys send us, they were identified at that time. Again, I was confused between Tommy and Tony, but when I saw them you guys are listing them as a Tony and also the name of the company. The receipt was given to the lawyer Dean. I provided that to him and in good faith I was trusted him that

Speaker 1 (01:14:05):

That was a copy of an estimate, correct?

Mr. Mustafa: (01:14:07):

That's correct.

Speaker 1 (01:14:09):

Okay. Do you have a receipt that they did the tree cutting?

Mr. Mustafa: (01:14:13):

No.

Speaker 1 (01:14:14):

Okay. Did you provide us with anything in writing telling the city who did the tree cutting and what you paid for it?

Mr. Mustafa: (01:14:26):

I was not asked if you could show,

Speaker 1 ([01:14:29](#)):

I know you were asked

Mr. Mustafa: ([01:14:30](#)):

When

Speaker 1 ([01:14:31](#)):

You were asked by David Holzer because I asked and he reported back to me. You are going to come in and give us a sworn declaration about whom you paid in the amount and you did not show up.

Mr. Mustafa: ([01:14:46](#)):

Please show me that. Please show me that because I know please can you please show me that I give you all the time. If you could show me that you have requested for me to come to the city to provide a swear document that I about what you just talked, please show it to me. Okay. Can show it to me.

Speaker 1 ([01:15:17](#)):

David can testify about it in our rebuttal.

Mr. Mustafa: ([01:15:20](#)):

David's here.

Speaker 1 ([01:15:21](#)):

Yes. Yes. And I'm cross-examining you now please. Alright, so my next question is, you're talking about apportionment. Do you think Seattle Duo paid the appropriate amount?

Mr. Mustafa: ([01:15:37](#)):

I don't know.

Speaker 1 ([01:15:38](#)):

I don't know. Well the fine was \$42,000.

Mr. Mustafa: ([01:15:41](#)):

Yes,

Speaker 1 ([01:15:42](#)):

They paid 20,000 and they paid for permits to obtain the removal of four trees to reduce the fine that cost money. And they're also going to pay restitution to restore 36 trees. Correct. And they were also subject to a two year development moratorium. Correct.

Mr. Mustafa: ([01:16:10](#)):

Okay. I mean again

Speaker 1 ([01:16:12](#)):

It sounds like they paid quite a bit.

Mr. Mustafa: ([01:16:15](#)):

You guys have settled them with them. I wasn't aware of it. I didn't know.

Speaker 1 ([01:16:20](#)):

No, you know now

Mr. Mustafa: ([01:16:21](#)):

Please, I agree. I agree. I agree with you. Now I know I'm agreeing with what you're

Speaker 1 ([01:16:28](#)):

Saying. So you think Seattle Duo has paid an appropriate amount? Your argument is that the homeowner's association did not pay an appropriate amount.

Mr. Mustafa: ([01:16:39](#)):

I am not saying who paid the appropriate or not appropriate. What I am saying here is when I see a person paying 3000 for the same involvement or could be much worse and I'm paying \$13,000, it is, I feel very, very uncomfortable. Especially when I have a hardship. I cannot, I'm asking for compassion here. Ms. I did state it in my email to you guys. If you want to punish me, put me in a jail, that's fine. But is that the only way Miss, I learned the lesson. I was naive. I admit that I was wrong in no problem because I didn't know about the court. But I want your furnace to tell you that the tree is alive mess. The conclusion that you guys did is based on a dead tree. I repeated a hundred times. Yes, yes, yes. Now I know we are violation to the court.

Speaker 1 ([01:17:43](#)):

Alright, so Mr. Bustafa, do you have a degree as an arborist?

Mr. Mustafa: ([01:17:48](#)):

No

Speaker 1 ([01:17:48](#)):

Certification as an arborist?

Mr. Mustafa: ([01:17:49](#)):

No.

Speaker 1 ([01:17:50](#)):

Do you know what harm that topping did to these trees?

Mr. Mustafa: ([01:17:57](#)):

Can answer Yes. Okay. All what I know is life is not black and white and you cannot make a judgment with a hundred percent assuredness that when you trim a tree the tree will be destroyed and will die. In contrast, despite over two more than two years ma'am, the subjected tree right now fact they are alive.

They are healthy, they are growing up. My prediction and I'm not our best and I don't have a degree in God, but I have a common sense ma'am to tell me that these three, when after two years despite rain on severe weather, that week is exposed, they are still growing up the subjected tree as well as more tree. They are still growing up in the same area, which consider as a residential. Do

Speaker 1 ([01:18:57](#)):

You know how long a Douglas tree can live?

Mr. Mustafa: ([01:19:01](#)):

I dunno

Speaker 1 ([01:19:01](#)):

If it's not topped.

Mr. Mustafa: ([01:19:03](#)):

No, I don't know.

Speaker 1 ([01:19:04](#)):

Well, do you know how soon that tree will succumb to the injuries of being topped?

Mr. Mustafa: ([01:19:17](#)):

Do could you repeat that question?

Speaker 1 ([01:19:18](#)):

Do you know how soon that tree will die because of the injury of being topped?

Mr. Mustafa: ([01:19:27](#)):

I cannot say a hundred percent but I could say 90% these subjected tree will not die. And again this is based on a common sense because I live in that property, I mean in front of it and I could see the tree. If somebody has cancer or something or some kind of sickness, his life will not get better. Others remain the same stable or will be deteriorated and he will die. This is an example, when I looked at diet, Adrian did offer the city whoever they wanted to see the option to come and revisit them for a second opinion to see if visit three, if they could reason, consider their judgment. Are they dying? Are they healthy? They did not want to come. I provided a picture which I took last week.

Speaker 1 ([01:20:28](#)):

Yes, but you're not an arborist, correct? That's correct. Let's assume that a Douglas bur can live for 300 years,

Speaker 4 ([01:20:37](#)):

Okay?

Speaker 1 ([01:20:39](#)):

And when you top it, it's only going to live another 10 years. Have you harmed a tree that is 100 years old topped It is now going to live to be 110 years old instead of 300 years old. Have you harmed that tree?

Mr. Mustafa: [\(01:21:00\)](#):

I'll let you answer this and I'm going to use common sense.

Speaker 1 [\(01:21:03\)](#):

No, you don't use common sense. You have to use expertise of an arborist. Do you know whether what you did or not will harm that tree?

Mr. Mustafa: [\(01:21:15\)](#):

So allow me to answer your question please ma. The land is a residential area. We know that it's a private thing. I've been told by the owner of the property that they going to build the house and that property just to elaborate, to tell you, to give you, to make you feel comfortable that my prediction to answer also your question, not that they going to build the house, they're going to cut trees in that area. Whether I'm more likely some of these three it'll be cut under permit to build the house. That's a side issue that make me feel comfortable that this tree probably they're going to be removed. But again, I want emphasize, and again I'm not arbiter, I don't have a degree in it, but I could assure you man, that the tree will not die. Say I'm not, give me guarantee I work. So if you want to penalizing me, hold on your penalty. I will. And you mentioned 10 years and if I'm alive between now and 10 years, I am willing to sign you a letter saying if these three died in the 10 years that you are predicting, then you are welcome to penalize me much more than the amount that you are doing here. I will sign a letter and I give it to you because I'm very convinced Mom.

Speaker 1 [\(01:22:39\)](#):

I understand, I understand Mr. Mustafa that this is your personal opinion, not based on any education or expertise in this area. So let's proceed on to the hardship issue.

Mr. Mustafa: [\(01:22:55\)](#):

Let me come back a comment please. Okay. You cannot say this is why this is a block. Let's use you reject me to say your common sense. I mean what else I tell you that the tree is not dying. What else I could tell you beyond? I said I am willing to sign a letter. It is yes the opinion of the Albert Star but even him cannot predict that he's dying. Where is the evidence? I show you evidence ma'am that the tree is alive, there is more tree coming here. There's over 43. I mean you saw the picture that I show you here. We have a curtain on the tree right now in the front of us. You know that they're grown every day. Go

Speaker 1 [\(01:23:42\)](#):

Ahead. Okay, so you admit to owning the four properties with my kids that were listed by Mr. Holzer,

Mr. Mustafa: [\(01:23:55\)](#):

Owning by who?

Speaker 1 [\(01:23:57\)](#):

Mr. Holster said you own these four four properties and you agree

Mr. Mustafa: [\(01:24:04\)](#):
My name is there with my kid.

Speaker 1 [\(01:24:06\)](#):
Okay.

Mr. Mustafa: [\(01:24:07\)](#):
And I want to justify that where I come from, our cultural, we've include here in case somebody die but they own the property, they make a mortgage company on it and you could apply to the red card is not only my name.

Speaker 1 [\(01:24:24\)](#):
Okay, your home at 8 2 3 3 Northeast 180 Drive has a county appraised value of over \$2 million. Is that correct? Correct.

Mr. Mustafa: [\(01:24:34\)](#):
That's for the county? Yes.

Speaker 1 [\(01:24:36\)](#):
And your property on Northeast 144th Place has a county appraised value of over \$800,000. Is that correct?

Mr. Mustafa: [\(01:24:47\)](#):
That's correct.

Speaker 1 [\(01:24:48\)](#):
And your condo at Northeast 18th, excuse me, Northeast 118th Lane has a county appraised value of \$355,000, correct? Correct. Now the vacant lot on Finn Hill is actually on the waterfront, correct?

Mr. Mustafa: [\(01:25:09\)](#):
That's correct.

Speaker 1 [\(01:25:10\)](#):
It's a waterfront property. Yes. It's vacant value is over \$2 million, correct?

Mr. Mustafa: [\(01:25:17\)](#):
Correct.

Speaker 1 [\(01:25:18\)](#):
And if you put a house on it, it could be 10, 15, 20 million. Correct.

Speaker 4 [\(01:25:23\)](#):
Okay.

Speaker 1 ([01:25:25](#)):

So I'm trying to understand how you don't have enough money to pay this portion of the fine that has been apportioned to you.

Mr. Mustafa: ([01:25:35](#)):

So I hope you are not like the lawyer he was using partial information on Twisted you guys, the city sending you what he want to send on the other portion of the

Speaker 1 ([01:25:49](#)):

No, nobody sent us this info. I may we just looked

Mr. Mustafa: ([01:25:52](#)):

Online. Absolutely. When you look at the property online, don't you see my daughter name Miranda Mustafa?

Speaker 1 ([01:26:01](#)):

That means nothing to me.

Mr. Mustafa: ([01:26:02](#)):

Well

Speaker 1 ([01:26:03](#)):

It is irrelevant.

Mr. Mustafa: ([01:26:05](#)):

No,

Speaker 1 ([01:26:06](#)):

You're an owner of that property.

Mr. Mustafa: ([01:26:07](#)):

That's not,

Speaker 1 ([01:26:08](#)):

You can take out money on that property if you don't have enough money in your bank account to pay.

Mr. Mustafa: ([01:26:16](#)):

Yes. This is the problem is a cultural issue here, which I'm trying to present something in you to your honor and to you. Where I come from, we don't differentiate between what my son own and my own son. We have a tradition, we care about our kid and we put our name to them and when I die they have everything right now they help me and I help them man, please try to be compassionate and understand my situation. Take that in consideration. The property that the loan that you telling me my daughter is making payment is under her. My name was put on it because when we established the first loan at that

time I was engineer, I was making money. She cannot buy the land. I could bring that to you to testify under the order that she owned the property. Yes, it is my name on there, therefore right now.

(01:27:11):

But she is the owner. I'm telling you I my testimony ma'am is under oath. I fear God, I'm not telling you the lie and I understand why you want to punish me by the heavy pine because you believe I'm a multimillionaire. Come see my furniture, come see my car outside to see what I'm driving you guys with all respect you think yeah this guy is loaded less punishing him. He could afford it. Why? I'm driving an old Toyota. Come see my furniture at the home. Okay and then my home. When you talking about what Mr. Mr if I may adjust my sentence ma'am? Sure. The home again, back to the tree. The city, I tried to challenge them because of hardship that I'm paying over \$18,000 taxes. I didn't win. They say the letter that I received from the city because I'm paying too much, I said I cannot afford it. Before he said if you come we might increase, don't you? So I give up, I have hardship. Ma'am did all the evidence,

Speaker 1 (01:28:13):

You testified that your social security payments were \$2,400 a month. Is that

Mr. Mustafa: (01:28:18):

2,842.

Speaker 1 (01:28:20):

Okay, 2,842.

Mr. Mustafa: (01:28:22):

That's correct.

Speaker 1 (01:28:23):

And you're paying taxes of \$18,000 a year.

Mr. Mustafa: (01:28:28):

That's correct.

Speaker 1 (01:28:29):

So that means you're living, if that's your only income, you are living only on less than a thousand dollars a month to buy groceries, pay your heat, pay your electricity, drive your car.

Mr. Mustafa: (01:28:47):

I know what you are leaving but no. Yes

Speaker 1 (01:28:49):

You have more money.

Mr. Mustafa: (01:28:50):

No, no, no, no, no, no. Let me tell you man, I work as an engineer in my entire life on, I have never been in any problem in the past 44 years except this one here. I save money for my retirement to help me

live. I did save money and my kid working, they do help me also. I help them, they help me here. I so I did not say I repeatedly say with other income, with other assistant on you could verify or I could show you. Right now my check from the social security, it is promising how much those credit I'm going to get. I get the maximum, which is \$2,842. And that return though I did stated here under oath, it is rented, which I get some income. The land is nothing. The land, as a matter of fact, my daughter, she's paying the taxes on it and she's paying the other mortgage and I pay mortgage is still on my primary home. And the other, my question here to my honor here is I want some fairness about because is you being misled at the point that I wanted to make to you? And then also let me ask one more question.

Speaker 1 ([01:30:11](#)):

I'm not done with my cross-examination. I'm not completed with, oh go

Mr. Mustafa: ([01:30:15](#)):

Ahead, go ahead. Go ahead ma'am.

Speaker 1 ([01:30:19](#)):

So you have indicated that the city has been misled about that you organized this, but we have emails indicating that you did, you have indicated that the city has been misled that you have, you would not tell us who the tree cutting company was, but we asked you and we know that the other attorneys asked you because they wanted the fine reduced because if you would let us know who the tree company was, we could have assessed the fine against 'em. And you have said we've been misled about your finances but we obtained your finances on the public record. So you are saying that we've been misled about a lot of things but you actually have not proven, do you have any documentation showing us that to substantiate your claims that we've been misled?

Mr. Mustafa: ([01:31:35](#)):

One of your question, you said we ask you to come under oath here and provide us the name of the company. I said I have not. Could you please show it to me? Show it to the judge here I show you my evidence. Could you please is not included in anywhere that you have request me to come here to testify and to show you about the company name. I did not receive it neither here. It doesn't say anything from you. I have never received either a phone call or a message or information from you if other attorney was telling you, which is honestly I have received no visibility on the other attorney who was providing you the information except that you guys make it visible on me on Friday. And that's why I said I found out that you were misled and they did not share any information with me. In contrast, I was talking to them, I was mailing them, I was cooperating with them and I have them email to show and show it to you guys. So if you have that email or the letter that he sent to me to come and testify, please show it to the judge or me right now so we could move forward. Do you have that?

([01:33:14](#)):

I cannot because what I heard when I came last time from Dave, they told him that they are trying to reach to me. They told him that they've been trying to me they did not. And based on what they mentioned and what I discovered here, that's why I said you are misled. Because when I said they told you they did not, I said did not agree and they did not. They use disturb energy in and Abbe, which I didn't know what that means. They did that ma'am.

Speaker 1 ([01:33:48](#)):

Now when David Holster asked you for the name of the tree cutting company, you told him it was someone on Craigslist, correct?

Mr. Mustafa: [\(01:33:58\)](#):

That's correct. Alright.

Speaker 1 [\(01:34:00\)](#):

And did you provide him with any receipts to show that you had paid a particular tree company?

Mr. Mustafa: [\(01:34:11\)](#):

I will repeat what I said before. That this company provide us a cost estimate through a receipt which you guys have it. And at that time provided to everybody, they told me the money is going to be on cash. To answer your question ma'am, the only form of receipt is dot. This is the company is dated the work and I paid them in cash based on the check that I received from all parties, all party voluntarily to me. And we were talking at that time we did not.

Speaker 1 [\(01:34:54\)](#):

We did not, I believe understand that the tree company assisted on being paid in cash, is that correct?

Mr. Mustafa: [\(01:35:01\)](#):

That's correct.

Speaker 1 [\(01:35:01\)](#):

Did they ask you if you had any permits?

Mr. Mustafa: [\(01:35:05\)](#):

No. No permit was And

Speaker 1 [\(01:35:08\)](#):

They did not give you a receipt?

Mr. Mustafa: [\(01:35:10\)](#):

No ma'am. I will assure you I'm under oath that no one know that permit was needed for trimming tree to emphasize more, if you look at your record you will see that I know if I wanted to remove the tree, especially if the lease not belong to me, that permit will be needed. And I did come to the city here, I followed up. That's again common sense.

Speaker 1 [\(01:35:45\)](#):

Okay. Alright. I have no further questions.

Examiner Olbrechts: [\(01:35:48\)](#):

Okay, Ms. Stop, Mr. Mustaf, I just a few quick ones. So from the homeowners association there were a total of three people that paid you, is that correct? Paid for the tree removal or tree cutting

Mr. Mustafa: [\(01:36:02\)](#):

You are on or so this is what,

Examiner Olbrechts: [\(01:36:05\)](#):

Okay, just kind of a yes or no. So there's three. Okay. And did they each pay the same amount?

Mr. Mustafa: [\(01:36:10\)](#):

Yes.

Examiner Olbrechts: [\(01:36:11\)](#):

Alright. And then how much did they each pay?

Mr. Mustafa: [\(01:36:15\)](#):

Each of them pay \$667.

Examiner Olbrechts: [\(01:36:18\)](#):

Okay. And how much did you pay?

Mr. Mustafa: [\(01:36:20\)](#):

I paid 2000 on the reason.

Examiner Olbrechts: [\(01:36:22\)](#):

Yeah. Why did you pay so much more?

Mr. Mustafa: [\(01:36:25\)](#):

The reason That's what the same analogy he used Kevin with the city, he used it with me. He said look, we are an A or something like that. He told me, so you should be, we were going to pay just one that time. Okay. The benefit of run the view really for all of us, we are not going to disappear the money up or down here and here. So I agreed to him despite they are three property.

Examiner Olbrechts: [\(01:37:00\)](#):

So all three properties benefited with a better view by the tree cutting, is that right?

Mr. Mustafa: [\(01:37:05\)](#):

Absolutely on honestly Judge, I want to emphasize again, again especially to the city.

Examiner Olbrechts: [\(01:37:13\)](#):

So Mr. Bustafa, did they pay as part of the HOA or did they pay under their name? Just their names. Okay.

Mr. Mustafa: [\(01:37:22\)](#):

And I can have this,

Examiner Olbrechts: (01:37:23):

Yeah, that's fine. We'll put that. Yeah, I'll put that in the record. That'll be exhibit E. Does the city have a copy of that?

Mr. Mustafa: (01:37:29):

They don't have copies.

Examiner Olbrechts: (01:37:31):

Any objections? Do you need to see it before he gives it to me? Someone make a copy please. Yeah, we'll put that in the record as exhibit E. Alright.

Mr. Mustafa: (01:37:41):

They paid Your Honor, I want to also because the verbal communication that we had with them is, and because I am sitting between both of them the right hand side and the left hand side. And because of the company that was utilized by the HOA and myself before they said Karima, we used them before and prior to that they paid also in cash. Okay.

Examiner Olbrechts: (01:38:09):

So whose idea was all of this then? Who started it?

Mr. Mustafa: (01:38:12):

All of us together collectively on honor. We were on the

Examiner Olbrechts: (01:38:18):

But you were sitting just having a beer somewhere or something or what?

Mr. Mustafa: (01:38:23):

We are honored. We are, I hear and they are here and many times we stand, we talk to each other. It's not like there's a separation.

Speaker 4 (01:38:31):

Okay.

Mr. Mustafa: (01:38:32):

Among ourselves. There's no separation. We talk, I mean they come into my property, I go to their property. I mean there's nothing here to prevent

Examiner Olbrechts: (01:38:40):

That.

Mr. Mustafa: (01:38:41):

There's no like a wall or anything.

Examiner Olbrechts: (01:38:43):

So do you know why they were, and maybe this is probably more of a question for the city, but do you know why in the notice of violation they were cited as an HOA as opposed to individually? What was the reason?

Mr. Mustafa: ([01:38:57](#)):

Yeah, because they have smart lawyer.

Examiner Olbrechts: ([01:39:01](#)):

Well I don't think their lawyer was involved until after the notice of violation. Well

Mr. Mustafa: ([01:39:05](#)):

I asked you the question. This is again, I'm not lawyer but based on what I saw before where their lawyer emphasizing here with his, let's go as HOA. So that would be one entity and let's put the blame on Mr. Mustafa because you give him the check.

Examiner Olbrechts: ([01:39:23](#)):

Okay.

Mr. Mustafa: ([01:39:24](#)):

This is the impression unfortunately that he put under the mind of the city because I could see the city when they respond is using the same word in your Honor.

Examiner Olbrechts: ([01:39:35](#)):

Okay.

Mr. Mustafa: ([01:39:36](#)):

And you could see that he placed

Examiner Olbrechts: ([01:39:39](#)):

Into

Mr. Mustafa: ([01:39:39](#)):

Control.

Examiner Olbrechts: ([01:39:40](#)):

Okay. And when you hired the tree cutting company, how did you do that? Did you just call him on the phone or do you have email exchanges that would show that they agreed to do the work?

Mr. Mustafa: ([01:39:49](#)):

No email your Honor. It was the company. Couple years prior to that we hired them both the OA by the way cause there are three there again, I took that an example. Hey this is one of the incident that I didn't know that Termin tree is violation to court. Thank you. Really? The city saw it and the city knows about it and they seem to me the city aware of this and they know about it. Hey, it's fine to do that.

Examiner Olbrechts: (01:40:25):

Okay. Alright. So to

Mr. Mustafa: (01:40:27):

Answer your question, your Honor, it was Greg List. They know the phone number. I know the phone number and we call them on the guy who wanted the cash. I don't think that's violation to annual law to pay somebody in cash, especially am I have to be honest here, he was giving us a good deal if we pay him in cash. I have to be honest, I'm not going to lie to you. And that's why give him the cash and when she's asking me about the receipt, that's why he took the cash money, he did the job. Everybody was happy and the only receipt is what the city has on everybody has.

Examiner Olbrechts: (01:41:05):

Okay,

Mr. Mustafa: (01:41:06):

I want to emphasize to you again.

Examiner Olbrechts: (01:41:08):

So no documentation, no texts, no photographs of them doing the work, nothing,

Mr. Mustafa: (01:41:12):

None of that except what you have in the attachment. That little cost estimate. And I'm under oath, I swear to you, I swear to God that the city I have received nothing from them requested me to come here to testify about the people who cut that tree. If they could show that that they requested me and I rejected or deny it again, I want emphasize here common sense date when he left the message.

Examiner Olbrechts: (01:41:42):

Okay, well I think yeah, I see the

Mr. Mustafa: (01:41:43):

Question.

Examiner Olbrechts: (01:41:44):

Yep. Pardon to them. Yeah. Okay. You can ask him a question. Go ahead

Mr. Mustafa: (01:41:51):

Dave. Have you ever called me or sent me an email directly request me to come? I did not respond with an appropriate time. Whether it's last Friday left you a message or through an email or anything or a phone call. Have I ever done that?

Mr. Holster: (01:42:08):

You've always been communicative, but there was a time where after the first meeting, even when revised fines were sent out, there was no communication with you. I sent out a new notice of violation

with the new fines and we still did not hear from you. You were silent from that part. You did not talk to us again until you got the pre-hearing order from hearing examiner.

Mr. Mustafa: ([01:42:29](#)):

Did you request me to come?

Mr. Holster: ([01:42:32](#)):

You send the note. I'm not going to request somebody to come into the city when they're not reaching out to try to move forward in their case. That's your decision. The other parties were in constant communication with Mrs. Kroll here. They reached out on a weekly basis whereas you were, it was crickets from you. We didn't hear from you for a very long time.

Mr. Mustafa: ([01:42:52](#)):

Yeah. So I did not know that they want me to come. It is my fault your Honor that I trusted them because I

Examiner Olbrechts: ([01:43:00](#)):

Shocked.

Mr. Mustafa: ([01:43:02](#)):

They told me, give me this information, I'll pass it.

Examiner Olbrechts: ([01:43:04](#)):

Okay, so Mr. Mustaf, I take it you have

Mr. Mustafa: ([01:43:06](#)):

It's one on me.

Examiner Olbrechts: ([01:43:07](#)):

Okay. And I take it you have no other witnesses, is that correct?

Mr. Mustafa: ([01:43:09](#)):

I am not.

Examiner Olbrechts: ([01:43:10](#)):

Okay. Alright, so we'll move back to the city for rebuttal. Ms. Carl, any rebuttal at this point?

Speaker 1 ([01:43:17](#)):

I think that that last question was what I would've asked

Examiner Olbrechts: ([01:43:23](#)):

Mr.

Speaker 1 ([01:43:23](#)):

Holster.

Examiner Olbrechts: ([01:43:23](#)):

Alright. Okay.

Speaker 1 ([01:43:24](#)):

And I just have a couple other quick questions for him. I don't want to ask it again, but that was definitely wanting to express that we did not hear from Mr. Mustafa and then we've just been given exhibit, is this D or

Examiner Olbrechts: ([01:43:44](#)):

E? E or E? Yeah,

Speaker 1 ([01:43:46](#)):

Exhibit E Mr. Holster. And it's a check that shows, it's a document that shows four checks. One of those pages has three checks from Mr. Small, Dr. Snodgrass and Mr. Dawson. Do you see those?

Mr. Holster: ([01:44:10](#)):

Yes I do.

Speaker 1 ([01:44:11](#)):

And those are all for \$667, is that correct?

Mr. Holster: ([01:44:15](#)):

That's correct.

Speaker 1 ([01:44:16](#)):

And that adds up to \$2,001, is that correct? That is correct. And Mr. Mustafa testified that he paid the tree cutting company \$2,000 also? That is correct. And if you look on page two of Exhibit E Jan Go, which is for the property owner paid \$2,000 for the tree cutting, is that correct?

Mr. Holster: ([01:44:43](#)):

Yes, that is correct.

Speaker 1 ([01:44:44](#)):

And so the HOA as a total paid one amount \$2,000 the same as the other two parties, is that correct? That is correct. Is that part of the reason why you charged the HOA individually?

Mr. Holster: ([01:45:01](#)):

That is correct. And not only that, Mr. Sch small did come into the office and said that the HOA acted as a whole,

Speaker 1 ([01:45:10](#)):

The HOA approved the tree cutting, is that correct?

Mr. Holster: ([01:45:14](#)):

That's correct.

Speaker 1 ([01:45:15](#)):

Did he say who asked them to approve the tree cutting?

Mr. Holster: ([01:45:18](#)):

He mentioned Mr. Mustafa.

Speaker 1 ([01:45:21](#)):

Thank you. I have no further questions.

Examiner Olbrechts: ([01:45:23](#)):

Okay. And Mr. Holster, why was the HOA cited as opposed to the three property owners individually? I just don't quite understand what the HOA has to do with this. It seems like this was just for the benefit of those three property owners.

Mr. Holster: ([01:45:37](#)):

They actually came into the office and stated that they were acting as the HOA and there's at least one of the properties, maybe two that actually wouldn't have benefited from the view at all because their houses on the other side of the hub.

Speaker 4 ([01:45:52](#)):

It's

Mr. Holster: ([01:45:52](#)):

Like the properties are kind of stacked in a triangle.

Speaker 4 ([01:45:55](#)):

Oh, okay.

Mr. Holster: ([01:45:55](#)):

So one person I believe Mr. Snodgras, he's on the back property which is closer to Juanita Drive.

Examiner Olbrechts: ([01:46:04](#)):

Oh I see.

Mr. Holster: ([01:46:04](#)):

He wouldn't necessarily have gained a view whereas the other two properties did.

Examiner Olbrechts: ([01:46:08](#)):

Okay. Okay. Interesting. Alright. Oh your honor, just to follow up to

Speaker 1 ([01:46:12](#)):

Confirm, how many members are in the HOA? There are three members in the HOA.

Examiner Olbrechts: ([01:46:20](#)):

Oh, okay.

Speaker 1 ([01:46:20](#)):

There were no additional property owners. This was the HOA is these three members?

Mr. Holster: ([01:46:27](#)):

That's correct.

Speaker 1 ([01:46:29](#)):

And they determined to pay as the HOA?

Mr. Holster: ([01:46:34](#)):

Yes and I believe even Mr. Mustafa had stated that.

Speaker 1 ([01:46:37](#)):

Okay, thank you. No further

Mr. Holster: ([01:46:38](#)):

Questions.

Examiner Olbrechts: ([01:46:39](#)):

Okay. Mr. Mustaf, any cross-examination that would be limited to the testimony you just provided?

Mr. Mustafa: ([01:46:45](#)):

Yes, so comment on the question. Your Honor, the three property benefited from they are located there by no means the two property immediately that are the property for Steven. They all agree and they participate. Let's be honest here, let's not twisting here.

Examiner Olbrechts: ([01:47:05](#)):

Okay, let's get to the question though.

Mr. Mustafa: ([01:47:08](#)):

The question here then if all of us, how did you reach that? I have to pay \$13,000 while each individual property, from my understanding they are \$3,000. And based on what you heard from me, how did you arrive to that? That I have to pay \$13,000 and each of them paid for 3000

Mr. Holster: ([01:47:41](#)):

Essentially. We've already testified to that and it was based on responsibility and you were the one that ultimately hired the tree company and collected the money to pay for the tree company from all the other parties.

Mr. Mustafa: [\(01:47:57\)](#):

You said I hired the company, which is the SAM company that was used by the HOA

Mr. Holster: [\(01:48:04\)](#):

If they use the HOA for some other tree removal or trimming. That's a whole totally separate project. It was conducted on different days was it not?

Mr. Mustafa: [\(01:48:15\)](#):

Okay. So then I want to ask you a question. As a city representative when you talked to me when I came in here, you asked me question. He said I'm referring to this and you saw this on is in your picture.

Examiner Olbrechts: [\(01:48:33\)](#):

So Mr if Mustafa for the transcript, do you identify what that picture is, what it's about?

Mr. Mustafa: [\(01:48:39\)](#):

This is a picture that is listed in one of the attach for a tree that has been TriMed and the property. Look at it with the HOA, your Honor, it was also being shown in one of the attachments for the witnessed before on David. When I met with him after I received the first indication, he asked me the question, you asked me, Kareem, is this tree cut here also by the company? My answer was to you. I cannot make a comment on that question, but if I will be coming to testify under oath then I will state so. So right now I'm under oath on a question when I don't want to say you guys being biased, I don't misunderstand you, but you guys have witnessed this at three. It's been a dream. It's documented in your, and you ask me that question here you turn your about it for this three on again focusing on me on how you penalizing me on putting the fine hefty fine on me.

[\(01:49:58\)](#):

Why you guys ignoring this on? Is it because if there is no complaint on even though you saw it, the three there on at the same time yet no action is being taken on. Just to focus on me because the reason why I'm asking this question your honor, because honestly I took this as is acceptable. They did it on we are going to be okay Reman, it's no different. Your Honor, here's the picture on everybody. You know it. It's no different from what we did. There was a precedence happened before by them, which they claim they've been honest and they didn't do anything wrong. So I took that as hey is acceptable and that's why that was question.

Examiner Olbrechts: [\(01:50:52\)](#):

Okay

Mr. Holster: [\(01:50:55\)](#):

One that code enforcement works on a complaint based, we're not a proactive code code enforcement unit, so we only work based on complaints. That tree was not in the complaint nor is it on the subject property that was complained upon

Mr. Mustafa: (01:51:10):

Despite you guys have witnesses, despite you questioning me about that more than a year ago.

Speaker 1 (01:51:20):

Object to the form of the question.

Examiner Olbrechts: (01:51:22):

Alright, and Mr. Christoff, I, like I said, the questioning now is limited to his rebuttal testimony. So it has to be relevant to what he was talking about at the end of the hearing here.

Mr. Mustafa: (01:51:32):

Your Honor, I'm trying to say that they have, the city was misled without formation and they have been selective.

Examiner Olbrechts: (01:51:42):

Okay, that's not my

Mr. Mustafa: (01:51:43):

Question here.

Examiner Olbrechts: (01:51:44):

I don't think that's pertinent to his rebuttal testimony.

Mr. Mustafa: (01:51:47):

I'm trying to give you justification because relevant to the question about the fine, he said I was playing a significant role, your Honor, I was trying to, how I've been playing significant role where all of that done by the association being penalized by \$3,000 on I've been penalized. I'm trying to connect things together.

Examiner Olbrechts: (01:52:09):

Alright, well Ms. Crow wanted you to just make your questions a little more clear then

Mr. Mustafa: (01:52:13):

This is what

Examiner Olbrechts: (01:52:14):

They didn't understand the question.

Mr. Mustafa: (01:52:15):

Yeah. Again, my question was when you witness and I saw that, that they are aware they were involved, they have on everything you decide, I say you the city. Okay. Or Hoover did the settlement decided to go ahead and find them as an individual, a \$3,000 and put on me three \$13,000 because I did not having you sending me a letter to provide me information, the city should have been a clear come we need to talk to you. They all down formation, your Honor, including

Speaker 4 ([01:52:58](#)):

This

Mr. Mustafa: ([01:52:58](#)):

Letter. It didn't say there is a settlement. It didn't say that. Come and talk to us.

Examiner Olbrechts: ([01:53:05](#)):

Okay. I understand your point Mr. Mista.

Mr. Mustafa: ([01:53:07](#)):

Yes. They guys, they have the money to hire the lawyer to back and forth.

Examiner Olbrechts: ([01:53:13](#)):

Yeah. You made that point

Mr. Mustafa: ([01:53:15](#)):

Be as a human being here as citizen I, you guys are city smarter than me, educated me, help me here. Tell me, hey, you need to do these things. Have you ever request me to come and I challenge you when you say yes we did. Please show it to the judge, show it to me. Honor. I swear to God, your Honor, I have not received any information from them, requested me by any of

Examiner Olbrechts: ([01:53:42](#)):

Okay. Yeah, I understand that, that you've made that point. Yes sir. Alright, any more questions of Mr. Holster?

Mr. Mustafa: ([01:53:49](#)):

No, your honor.

Examiner Olbrechts: ([01:53:49](#)):

Okay. Alright, so I think yeah, we'll move into closing and I'll probably say like five minutes per side or something for the closing argument.

Speaker 4 ([01:53:57](#)):

Sounds good.

Examiner Olbrechts: ([01:53:59](#)):

Before I get there though, one question for the city. I was thinking one potential way of handling this since we have the name of the tree cutting company is I defer a decision the city cites the tree cutting company and then allocate the remaining fine based on how that's resolved. Although it sounds like you don't have a whole lot of evidence to establish that they cut it. So I'd have to ask, would the city be comfortable doing that or not given the evidence that you have?

Speaker 1 ([01:54:27](#)):

Well, at this point we have reached out to the tree company. They have never confirmed that they have done this work. We do have Mr. Mustafa's testimony now. We had asked for it previously and they have kept quiet, which is their right to do. And we did ask Mr. Mustafa to identify them. The other parties said that they could not identify the tree company with personal knowledge only Mr. Mustafa could, and it's our understanding they encouraged him to come in and do that because it would've reduced their fines also.

Examiner Olbrechts: (01:55:18):

Right. Yeah.

Speaker 1 (01:55:19):

We feel it's a little unfair to reduce only Mr. Mustafa's fine when he withheld that information from the city at this time. But if the hearing examiner requires us to do so, we would.

Examiner Olbrechts: (01:55:33):

Yeah, I think probably it sounds like you have some pretty thin evidence that they're the ones that did it. We have Mr. Mustafa's just testimony, but I think I'll leave that up to the city. I'll take the two full two weeks to write my decision. If in the meantime you decide to charge the tree cutting company, I'll then defer my decision until their role is resolved and then we can allocate between them and Mr. Mustafa or maybe even alter the settlement agreement with the other parties and reduce a little, that'd be up to the city how they wanted to structure that. But like I said, I'll leave it up to the city to decide now that you have this additional information about the tree cutting company and I'll issue my decision in two weeks. And if you guys don't charge the tree cutting company in that time, I'll base it on the evidence we have today.

Speaker 1 (01:56:24):

Thank you sir.

Examiner Olbrechts: (01:56:25):

Yeah, yeah, that makes sense. Okay, so let's move on to closing Mr. Mustaf. We'll give you just five minutes to wrap it up. I think you've made your case several times so it's not necessary to repeat yourself

Mr. Mustafa: (01:56:36):

A process. Bear with me. I appreciate your listening to me, but I just want to emphasize and make a comment

(01:56:45):

To the city on all the party knows about who is this company because it was utilized again several time, more than once by the other party they used them. There is no denial and the city aware of this company from the first email or the message they sent, they list them an email and I have never received from them or that they come in to testify, they know about it, I admit it, this is the company, everybody aware of it so they didn't need it. But I'm trying to ask on is your Honor is my role in this messed up that happened was unintentionally we, no one advise me or no or mention or reject that we are going to be violating a court. We didn't know your honor, but we are where we are. I did ask that I need some fairness or treatment regarding the fine.

[\(01:57:48\)](#):

I know they have to some sort of fine and I offered in my email to them, Hey, if you could dismiss the case, I show my financial situation if you wanted to send me my paycheck of the source by No, I mean here it is. I could send it to you. It's \$2,842. I have a \$500 for rent and my kid help me and have some saving. This is how I make my life right now in the house. What I was asking and I really appreciated to the city to reconsider the established fine only me that was assessed prior to my hearing, my testimony because I thought that judgment should have been done either today or later after everybody was here. That did not happen. They settled with them separately. They believe what they say without giving it opportunity. So long story short, your Honor, is I'm asking you asking this city for compassion to me. I did. Now I learned that I did mistake. Having a fine is not always the right thing to teach people a lesson. I learned my lesson your honor, but I offered the city to be lenient, reduce the fine, dismiss it if you could punish me reasonably.

[\(01:59:13\)](#):

I learned my lesson, but be fair is not fair. Somebody the same thing and they took a lead. They provide permission to have 3000 because they tweak their lawyer smart enough to tweak it instead of three property, make it one and have them 3000 on this guy under some financial. They looked at which I today I showed to you my cultural, the kids on this property is listed. Please your honor, dismiss the case, reduce it, hug me, come volunteer for work. That's all what I could offer.

Examiner Olbrechts: [\(01:59:51\)](#):

Okay, thank you sir. Alright, Ms. Crow.

Speaker 1 [\(01:59:54\)](#):

So a closing argument by the city will start with the fact that the violation has occurred. There are six trees that are being pursued for being unlawfully topped to the extent that they meet the city's definition of tree removal. That's not in dispute. Mr. Mustafa would like to claim that the trees have not been removed and they're not hurt, but he is not qualified to make that claim, nor is it relevant. The actual violation occurred. The trees were pruned excessively without obtaining permits. The trees are on Seattle duo's property. We come now to the apportionment of the fine. The fine has been reduced and reduced and reduced to \$42,000. Seattle Duo did the main work of reducing the fine as they should have because they allowed this to happen on their property. They obtained permission to remove four of the trees after the fact with permits.

[\(02:01:10\)](#):

And so if the 10 trees total that the city charge four were allowed to be permitted, they still had to pay for that, but it reduced the fine, then they're going to have to pay for restoration. If they want to develop the property, they're subject to the two year development moratorium that the city has. So Seattle duo seems to be definitely carrying over 50% of the load and we think that that is appropriate or we think that that is there. The HOA presented emails and evidence all indicating that Mr. Mustafa was the person initiating the tree removal. His defense is that we talked about it in person and I just followed up by email, but he was the only one following up by email. He was going to hire the tree cutting company. He was going to pay the tree cutting company in cash. He indicates that he found the tree cutting company on Craigslist and that they asked for money in cash.

[\(02:02:32\)](#):

When we've contacted the tree cutting company that have been silent about this, we didn't have any information that they received money from Mr. Mustafa or whom he paid. And for all we know it was a

rogue employee after work saying who he was with this tree company coming out and doing this work on his own for cash. We just don't know. And we were never given enough information to investigate it or find out. And the city doesn't think it's appropriate to reduce Mr. Mustafa's fine at this point based on him now saying yes, it definitely was this tree company and I'm testifying under oath that I paid 'em.

(02:03:26):

And we certainly cannot at this point renegotiate any settlement with the parties who have settled and gone out. So we do think that the fine is appropriate is commensurate with Mr. Mustafa's culpability and knowledge of the code and the participation he had as a responsible party in this tree cutting. This is not in dispute. We think with regard to hardship. We've presented the hearing examiner that Mr. Mustafa owns properties in the city of Kirkland, well in excess of four to \$5 million. And so can he afford to pay a \$13,000 fine? Yes he can. The fact that some of those properties are also listed in his children's name is not sufficient in any situation. Just as an example, if I have an elderly parent who wants to move into assisted living and wants the government to pay for that assisted living, the fact that she owns a house right now is going to be taken by the government into consideration.

(02:04:56):

If she gives that house to me and now says she owns zero property, the government's going to say can't do that. We still have to have you saying that we still consider that you received the full value of that property. Say it's a hundred thousand dollars, you still have a hundred thousand dollars that you're going to have to pay before we are going to assist you any further. You can't give your assets away to your children to avoid responsibility for financial obligations you have. Now, that's not a perfect analogy, your Honor. I understand, but I'm just saying as an example, Mr. Mustafa can't say, my children own \$4 million worth of that property that I still have my name on. And so I can't afford to pay a \$13,000 fine. We believe that there is no hardship, but in the event the hearing examiner believes that there is some hardship, the city will accept payment plans. We ask at this time that the fine of \$13,000, which has been reduced from \$42,000 to \$13,000 already for the removal of six trees be assessed against Mr. Mustafa. And we thank you for your time.

Examiner Olbrechts: (02:06:29):

Okay. And just so I understand the city position correctly on bringing in the tree cutting company, if you decided you did want to charge or Mr. Mustafa came up with some additional information, you still wouldn't want to consider reducing his fine. Is that correct?

Speaker 1 (02:06:45):

I don't think it's fair at this point because it could have been used to reduce the fines for all responsible parties and that is what the responsible parties were contacting him about and trying to get him to do and he didn't do it

Examiner Olbrechts: (02:07:02):

Well. Yeah, and I guess ultimately on that issue, I mean if you're dealing with a company that only wants to deal in cash and doesn't give you a receipt, you kind of take the risk there that bad things could happen and they apparently have in this case. So yeah, I'll take a close look at the transcripts, Mr. Mustafa, see what's going on there. It does seem, does on its face seem like a pretty equitable allocation based on, I think a big piece of the evidence there is how people paid because people usually pay for these things based on the benefit they think they're getting and you paid a third of the cost of it and you're being asked to pay for a third of the fines. That's a pretty big part of, I think the equities of the case here. But I'll take a close look at all the evidence and I'll write up that decision.

(02:07:52):

It'll come out in the next couple of weeks. So these cases are tough. You're saying that the fines don't have to be that high, but unfortunately in these tree cutting cases, they do because these properties benefit so much. If you cut down a tree and you're only going to assess a \$500 fine and someone's property value goes up a hundred thousand dollars, it's a no brainer. You just cut the trees down. And that's what cities like Kirkland and many others in the state. That's why I see these big tree fines. I work for 35 communities and I only see fines like this in tree cutting cases. And there's a lot of communities that do it for that very reason and I have to treat you like everyone else. One thing I didn't ask the city real quick hardship, is that actually a factor in the code? I don't recall if that was an express factor or is that's just kind of a, it's

Speaker 1 (02:08:42):

Not, your

Examiner Olbrechts: (02:08:43):

Honor. Okay. You're

Speaker 1 (02:08:43):

Just saying if that we would accept payments if there is hardship.

Examiner Olbrechts: (02:08:47):

Okay. Alright, I got you. Okay. Alright. Yeah, I mean the toughest cases for me are the dangerous dog cases because that deals with members of the family. But the second hardest ones are these because they do cost people a lot of money. And I recognize that it's hard and believe me, I've dealt with much bigger fines. I've dealt with \$500,000 fines for cutting down 10 trees. So this is pretty small in comparison, but it's still a lot. I agree. So I'll take your arguments very seriously and I appreciate you coming in and taking the time to defend yourself. You did that really well and the city has always done a great job too. So with that word adjourned for today? Yeah. Comment

Mr. Mustafa: (02:09:28):

Or I cannot,

Examiner Olbrechts: (02:09:29):

Pardon?

Mr. Mustafa: (02:09:29):

Can I make comment or not

Examiner Olbrechts: (02:09:31):

Real quick? Yeah. In the hearings,

Mr. Mustafa: (02:09:33):

Just want to emphasize please that the three is alive. The three is currently is alive. Let the city come and revisit them, please. That alive as well as they were hazarded.

Examiner Olbrechts: ([02:09:48](#)):

Okay. Yeah, I got that part. They were

Mr. Mustafa: ([02:09:50](#)):

Hazarded on. I've been cooperating.

Examiner Olbrechts: ([02:09:54](#)):

Understood. Basically,

Mr. Mustafa: ([02:09:54](#)):

If they could approve that they have sent me, they could send it to you or to me later on that I did not comply to come to them. Please let them provide that evidence what they, and also the financial center, my kidney, this is one point here that we are different between with all respect to your culture and my culture is different, your Honor. I value my kid by kid value. That's where you have, that does not go in writing.

Examiner Olbrechts: ([02:10:24](#)):

Okay, I'll consider that. Yeah, you've already said all that, so don't worry. You don't have to repeat yourself. I will take a look at all that really closely. So thanks again, sir. Thank you sir. Yeah, thank you. We're adjourned.