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FILED

No. 62677-9-1

IN THE  
COURT OF APPEALS DIVISION I  
FOR THE STATE OF WASHINGTON

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PAUL BRUEGGEMANN  
A/K/A WILLIAM PAUL BRUEGGEMANN

Petitioner/Appellant

v

FLOYD HODGES

Respondent/Appellee

FILED  
COURT OF APPEALS DIV. I  
STATE OF WASHINGTON  
2009 OCT -6 PM 4:43

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APPELLANT'S OPENING BRIEF

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## TABLE OF CITATIONS

NO CASES ARE CITED AT THIS TIME, BUT BRUEGGEMANN RESERVES THE RIGHT TO CITE, FILE AND SERVE A REASONABLE NUMBER OF CASES IN A TIMELY MANNER.

## STATUTES

Mr, Brueggemann cites RCW 9A.60.020 covering fraud and forgery by Mr. Hodges. Additionally, BRUEGGEMANN RESERVES THE RIGHT TO CITE, FILE AND SERVE by reference A REASONABLE NUMBER OF additional STATUTES IN A TIMELY MANNER.

I. ASSIGNMENT OF ERROR

A. ASSIGNMENT OF ERROR

1. The Trial Court erred when it apparently ignored Brueggemann's meritorious allegation that Hodges illegally modified and forged the promissory note in question (See Exhibit "A"), filing of same on January 24, 2007, was a further violation of the law.
2. The Trial Court erred when it dismissed the case and awarded Hodge's counsel attorney fees.
3. The Trial Court erred when it carried the case on when it clearly knew that Brueggemann would be unable to represent himself.
4. Hodges counsel violated the RPC when he filed a motion to dismiss the case and award himself attorney fees when he knew Brueggemann did not receive his motion, and was unable to adequately represent himself.
5. Hodges counsel violated the RPC when he filed his motion to dismiss on January 17, 2008, only one day following Mr. Brueggemann's transfer to Yakima under incarceration, and almost six (6) months following the filing by Mr. Brueggemann of his lawsuit.

6. Brueggemann submits that individuals have been subjected to capital punishment on less evidence than the extremely suspicious actions of Mr. Park and Hodges.
  
7. Despite Mr. Park's and Hodges' affidavits to the contrary dated April 10, 2008, Brueggemann is certain that both knew that Brueggemann was under incarceration and the date of his transfer to Yakima.

B. ISSUES PERTAINING TO THE ASSIGNMENT OF ERROR

1. Did the Trial Court err when it apparently did not consider Brueggemann's charge that Hodges illegally modified and forged the promissory note after Brueggemann signed it?
  
2. Did the Trial Court err when it dismissed the case and awarded Park attorney fees and costs?
  
3. Did the Trial Court err when it knew, or should have known, that Brueggemann was incarcerated during critical phases of this case?
  
4. Did the Trial Court err when it was obvious that Hodges' counsel moved to dismiss and award attorney fees and costs only one day after Brueggemann was transferred to Yakima nearly six months following his filing of this lawsuit?

II. STATEMENT OF THE CASE

On or about November 30, 2005, Brueggemann signed a promissory note in favor of Hodges in the amount of TEN THOUSAND DOLLARS (\$10,000.00) containing additional specifics as follows:

1. Hodges address: "at 1785 Windy Ridge Lane, Meridian, ID 83642."
2. Annual percentage rate set at Eight Percent.
3. Said note to "...bear interest at the rate of TEN percent per annum after maturity or after failure to pay any interest payment ..."

Sometime after Brueggemann signed said note, Hodges modified (effectively forged) that document making the following changes, without notifying Brueggemann, as follows:

- 1 Hodges changed his address to: "5317 SW 9<sup>th</sup> PI, Cape Coral, FL 33914." Correspondence to Hodges' address of record were returned.
- 2 Hodges changed the Annual percentage rate from Eight Percent, adding by interlineations "to be paid *monthly.*" (italics added for emphasis).
- 3 Hodges changed the "...bear interest at the rate of TEN percent per annum after maturity or after failure to pay any interest payment ..." to "*Eighteen percent,*" (italics added for emphasis), an 80% increase.

Brueggemann received notice of foreclosure by Hodges in April of 2008, with his attorney demanding an additional payment of approximately \$5,371.00. Additionally, there was "default interest" in the approximate amount of \$1,938.00.

Brueggemann refused to honor the forged note and the additional attorney fees. Hodges proceeded with his

knew Brueggemann most likely did not receive said motion nor could he effectively represent himself.

Hodges' and Park's contentions contained in their Declarations that they were not aware of Brueggemann's incarceration, considering the timing of Hodges' motion to dismiss the case and asking for an award of attorney fees, stretches any reasonable credulity.

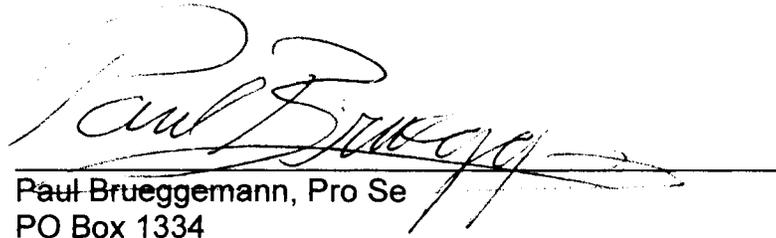
#### IV. CONCLUSION

For the reasons herein stated, it is respectfully requested that the court find the following:

1. That the court immediately reinstate the action prior dismissed.
2. Any and all awards to Hodges be nullified and reversed forthwith.
3. That Brueggemann be awarded \$20,000 in response to monies awarded Hodges for attorney fees and costs, since those monies awarded to Hodges was through fraud, entitling Brueggemann to treble damages.
4. That Brueggemann be awarded the \$29,000 in equity he lost through the illegal foreclosure.

DATED this 6<sup>th</sup> day of October, 2009.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Paul Brueggemann", written over a horizontal line. The signature is fluid and cursive.

Paul Brueggemann, Pro Se  
PO Box 1334  
Bothell, WA 98042  
425-286-7862

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EXHIBIT A

NOV 10 2005

PROMISSORY NOTE  
(straight)

\$10,000.00 (TEN THOUSAND DOLLARS) \_\_\_\_\_ .November 30, 2005  
(date)

after date, without grace, for value received, I Paul W. Brueggemann

promise to pay Floyd E. Huges

5317 SW 9TH PL CAPE CORAL, FL 33914 JEH  
or order, at 1785 Windy Ridge Lane, Meridian, ID 83642

the sum of TEN THOUSAND DOLLARS

(\$10,000.00) DOLLARS, with interest thereon at the rate of EIGHT PERCENT (8%) to be paid monthly  
(18%)

(10%) percent per annum from the date hereof, payable ON FEBRUARY 28, 2006  
Principal and interest payable at 5317 SW 9TH PL CAPE CORAL, FL 33914 JEH  
1785 Windy Ridge Lane, Meridian, ID 83642

If any interest shall remain unpaid after due, this note shall become due and payable at once without further notice, at the option of the holder thereof.

This note shall bear interest at the rate of Eighteen JEH percent per annum after maturity or after failure to pay any interest payment, and if this note shall be placed in the hands of an attorney for collection or if suit shall be brought to collect any of the principal or interest of this note, I promise to pay reasonable attorney fees. Each maker of this note executes the same as a principal and not as a surety.



EXHIBIT  
A

10/11/2009

**IN THE STATE OF WASHINGTON COURT OF APPEALS, DIVISION ONE**

**PAUL BRUEGGEMANN, A/K/A  
WILLIAM PAUL BRUEGGEMANN,  
Petitioner/Appellant,  
vs.**

**COURT OF APPEALS No. 62677-9-1  
DECLARATION OF SERVICE**

**FLOYD HODGES,  
Respondent/Appellee.**

I, Paul Brueggemann, am the Appellant in this matter and I declare under the penalty of perjury under the laws of the State of Washington that the following is true and correct: That I am now and at all times herein mentioned was a citizen of the United States, a resident of the State of Washington, and over the age of eighteen years.

On October 6, 2009, I placed into the US Mail, postage prepaid, the following document: Appellant's Brief. Aforementioned document was addressed as follows:

Justin D. Park, Attorney at Law  
Romero Park and Wiggins  
155 108<sup>th</sup> Avenue NE, Ste 202  
Bellevue, WA 98004

Signed at Bothell, Washington

October 6, 2009



Paul Brueggemann  
PO Box 1334  
Bothell, WA 98041  
425-286-7862

PROMISSORY NOTE  
(straight)

\$10,000.00 (TEN THOUSAND DOLLARS) \_\_\_\_\_ November 30, 2005  
(date)

after date, without grace, for value received, I Paul W. Brueggemann

promise to pay Floyd E. Hodges

or order, at 5317 SW 9th PL CAPE CORAL, FL 33914 JEH  
1785 Windy Ridge Lane, Meridian, ID 83642

the sum of TEN THOUSAND DOLLARS

(\$10,000.00) DOLLARS, with interest thereon at the rate of EIGHT PERCENT (8%) to be paid monthly  
(18%)

percent per annum from the date hereof, payable ON FEBRUARY 28, 2006  
Principal and interest payable at 5317 SW 9th PL CAPE CORAL, FL 33914 JEH  
1785 Windy Ridge Lane, Meridian, ID 83642

If any interest shall remain unpaid after due, this note shall become due and payable at once without further notice, at the option of the holder thereof.

This note shall bear interest at the rate of Eighteen 18% JEH percent per annum after maturity or after failure to pay any interest payment, and if this note shall be placed in the hands of an attorney for collection or if suit shall be brought to collect any of the principal or interest of this note, I promise to pay reasonable attorney fees. Each maker of this note executes the same as a principal and not as a surety.

\_\_\_\_\_  
*Paul W. Brueggemann*

EXHIBIT  
A

2009 OCT 6 2009

**IN THE STATE OF WASHINGTON COURT OF APPEALS, DIVISION ONE**

**PAUL BRUEGGEMANN, A/K/A  
WILLIAM PAUL BRUEGGEMANN,  
Petitioner/Appellant,**

**vs.**

**COURT OF APPEALS No. 62677-9-1  
DECLARATION OF SERVICE**

**FLOYD HODGES,  
Respondent/Appellee.**

I, Paul Brueggemann, am the Appellant in this matter and I declare under the penalty of perjury under the laws of the State of Washington that the following is true and correct: That I am now and at all times herein mentioned was a citizen of the United States, a resident of the State of Washington, and over the age of eighteen years.

On October 6, 2009, I placed into the US Mail, postage prepaid, the following document: Appellant's Brief Aforementioned document was addressed as follows:

Justin D. Park, Attorney at Law  
Romero Park and Wiggins  
155 108<sup>th</sup> Avenue NE, Ste 202  
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Signed at Bothell, Washington

October 6, 2009



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