

1 USA” and almost of Andrea’s clients is Canadian’s Governments order and stay in Canada more
2 than USA.

- 3
4 **2. No jurisdiction of SFB’s loan should be considered since this car was purchased from
5 different country (Canadian’s dealer) according respondent’s opening Brief stated “
6 Safety-touch and Andrea buy a car”**

7 *As page 3 of STB’s Counsel opening brief stated as “ Andrea and Safety-touch
8 purchased the BMW from a dealer in Canada....”*

9 There is no argument that SFB knew this car was purchased in Canada for Canadian area. And
10 that this car was be listed under owner of Canadian owner with Canadian license plate, according
11 bank loan procedure that State Farm bank (“SFB”) have no jurisdiction for any loan out of USA
12 border. With this also allow this Court to know why SFB canceled the first loan and re-write
13 “none security note” with Safety touch & Javithon Inc (“STJ)

14
15 Initially STJ planned to have car security loan from STB with no any payment but the car
16 ownership should under Safety touch name, quickly SFB disagree it for reason of jurisdiction
17 for “security loan” and cancelled that deal because SFB not be allowed to fund any loan to
18 different country including Canada.

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21 As Appellants previous opening brief stated clearly that the loan documents signed was invalid
22 since the car was suppose to be purchased in USA and not in Canada.

- 23
24 **3. Mr. Hy Chen as the Owner of Safety Touch presented his affidavit under oath that he sold
25 the car to Andrea Chen with trade in her Canadian commission.**

26 Pursuit Mr. Hy Chen’s (“Chen”) affidavit which under oath could just convince to this Court

1 that the car sold to Appellant was truth and correct.

2 **4. It was no doubt that that Appellant's BMW was not the under jurisdiction**
3 **of SFB, otherwise how Mr. Hy Chen could not have sold the car to Appellant.**

4
5 If assuming SFB was the legal owner of this BMW's car then how Andrea Chen could have a
6 "clean title" without SFB name on, unless SFB can prove Appellant made any kind of illegal
7 action, otherwise Andrea should be the only one ownership.

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9 **5. STJ's default or file bankruptcy should not equal to Andrea's default**

10 From all the valid evidences which been provided in Appellant's opening brief and above
11 statement which presented that STJ was the borrower not Andrea.

12
13 **6. Counsel stated that "State Farm Bank correct the title"**

14 When the common language of "correct" is "to "modify to correct" but if those documents
15 already correct then Correct without consent to deed owner for official documents which
should be claimed as "forge".

16 SFB's counsel stated that "*Andrea never sent State Farm Bank a copy of title, in February*
17 *2004, state Farm Bank-employing its power as Andrea's attorney-in -fact -modified the title*
using a "vehicle of title application" form and an "affidavit of lost title""

18 How SFB could signed "affidavit of lost title" because "Andrea never sent them a copy of title",
19 SFB clearly knew Andrea had a original clean title without any third party name including State
20 Farm Bank, with that reason should not give SFB work with illegal action to claim the "lost"
21 original title.

22 With other aspect for SFB if they could present "*vehicle of title application*" with power of
23 attorney why they don't do it under RCW 46.12.170 to register in ten day regulation.

24 *RCW 46.12.170 Procedure when security interest is granted on vehicle.*

1 If, after a certificate of ownership is issued, a security interest is granted on the vehicle
2 described therein, the registered owner or secured party shall, within ten days
3 thereafter, present an application to the department, to which shall be attached the
4 certificate of ownership last issued covering the vehicle, or such other documentation as
5 may be required by the department, which application shall be upon a form approved by
6 the department and shall be accompanied by a fee of five dollars in addition to all other
7 fees. The department, if satisfied that there should be a reissue of the certificate, shall
8 note such change upon the vehicle records and issue to the secured party a new
9 certificate of ownership.
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13 **7. Andrea's theory regarding the modified loan and sale of BMW.**

14 In all the Court's filing that Andrea always stated as the truth under the oath which not as
15 Counsel said "theory". In the legal filing documents which also including Andrea's affidavit
16 and all kind of evidences as well as witness's affidavit under the oath, Counsel intend to
17 mislead this Court's confirm previous trial Court with theory function which is unconscious.
18

19
20 **B. It may have discrimination for a Pro Se Plaintiff in Trial Court to Deny**
21 **Appellant's summary judgment and awarded State Farm Bank's summary**
22 **judgment without a fair trial.**

23 On that day of hearing of 02/27/2009, the Trial Court's Judge spend even less than 20
24 minute without fully understanding the case and quickly granted the order to respondent's
25 summary judgment and denying Appellant's summary judgment for only a reason for "
26 statue of limitation" but even the circumstance that Appellant should have full right to
27 appeal the case but the Trial Court seem intention not use "Court reporter" or "Audio Tape

1 record” for the hearing matter for appellant’s case at that day and not to provided “narrative
2 report to Appeal Court till such a long time” which cause most difficult part for Appellant
3 to appeal, take long time and exhaust all energy to appeal this case into this Court.

4 **C. Following SFB’s Counsel Argument in their opening brief**

5 **a. Andrea is liable for breach of contract**

6 Appellant does not understand how to liable for breach of contract because the borrower was
7 STJ not Andrea, STB could just file a creditor’s “proof of claim” into Bankruptcy Court for
8 their share.
9

10 On the file of STJ filed Chapter 11 petition which had not list this BMW car for her property,
11 because STJ understood this car was sold to appellant already, even if STB claim their “breach
12 of contract” should be face to STJ not Andrea.
13
14

15 **b. In the alternative, Andrea is liable for unjust enrichment**

16 Following the statement of SFB’s counsel stated at page 14 as;

17
18
19 “A party is liable for unjust enrichment when (1) a benefit is conferred on one party by
20 another; (2) the party receiving the benefit has an appreciation or knowledge of the benefit,
21 and (3) the receiving party accepts or retains the benefit under circumstance that make it
22 inequitable for the receiving party to retain the benefit without paying its value.

23 This definitely a misleading this Court because all the appellant’s filing documents including
24 Mr. Hy Chen’s affidavit under oath stated very clear that he sold this BMW to Andrea Chen
25 with trade in her Canadian ‘s commission about \$27,500.00. It does not make sense from his
26

1 statement about Andrea got its car for free.

2 **c. State Farm Bank is the legal owner of the vehicle**

3 Following Respondent's counsel stated as

4 *" Under the note and power of attorney, state Farm Bank has a security interest in the vehicle.*
5 *Washington law provides, per RCW 46.12.et seq., that State Farm Bank is accordingly the*
6 *legal owner "*

7 If the circumstance that this car's loan transaction was went through into this country (USA)
8 then the law should have jurisdiction but as SFB's above statements fully agree this transaction
9 happen in Canada which may cause different result, following question should be considering
10 by this Court;

11 How SFB could make a loan out of Country in what base?

12 How SFB could get title from Canadian owner?

13 How SFB could get USA title if they even not qualified a Canadian title?

14
15
16 All above question points out that SFB have no right to claim their title in Canada, and then if
17 SFB can't claim their position in first place how they can claim their position later on in USA,
18 clear answer was a different deal and different loan and different transaction.

19
20
21 **D. Andrea object SFB's counsel stated that appellant not surrender possession**
22 **of the vehicle**

23 Although Appellant not satisfied the Trial Court's judgment and appeal the case into this
24 Court but Andrea have obeyed to surrender her car at this moment, Andrea told STB's
25 counsel that this BMW located and park in Vancouver, BC Canada recently, and appellant
26 have no financial ability to repair the car or tow the car back into USA. Furthermore this
27

1 car was under Canadian licensing plate. Appellants can't afford to pay any import duty and
2 extra charge to USA custom again. As Appellant always emphasis that this BMW car was
3 under Canadian license plate and may have different jurisdiction, but one thing Appellant
4 was positive is US Custom of Department of Treasury will never allow this car to entry
5 without pay import duty.
6

7 **E. Andrea's fraud and outrage claims were barred by statue of limitations**

8 Appellant have no any idea about how to fraud and outrage and should be barred by "statue
9 of limitations".
10

11 Andrea spent almost \$28,000.00 to purchased this BMW car in Canada and got a full
12 "clean title" either from Canadian side or USA side, and an illegal party lied to Washington
13 Licensing Department stated "Andrea lost her clean title" and request to re-issue a new one.
14 SFB as a legal party from a "duplicated" clean title and added themselves on the title
15 should be considered an illegal action.
16

17 **d. There was no genuine issue of material fact regarding Andrea's fraud claim**

18 **1. Offering False Instrument for Filing or Record - RCW 40.16.030**

19
20 RCW 40.16.030, Every person who shall knowingly procure or offer any false or forged
21 instrument to be filed, registered, or recorded in any public office, which instrument, if
22 genuine, might be filed, registered or recorded in such office under any law of this state or of
23 the United States, is guilty of a class C felony and shall be punished by imprisonment in a state
24 correctional facility for not more than five years, or by a fine of not more than five thousand
25 dollars, or by both.

[2003 c 53 § 236; 1961 c 12 § 46.12.210. Prior: 1937 c 188 § 12; RRS § 6312-12.]

26 **2. Making a False or Misleading Statement to a Public Servant**

27 **- RCW 9A.76.175**

1 A person who knowingly makes a false or misleading material statement to a public servant is
2 guilty of a gross misdemeanor. Material statement means a written or oral statement
3 reasonably likely to be relied upon by a public servant in the discharge of his or her official
4 powers or duties. Every person convicted of a gross misdemeanor shall be punished by
5 imprisonment in the county jail for a maximum term fixed by the court of not more than one
6 year, or by a fine in an amount fixed by the court of not more than five thousand dollars, or by
7 both such imprisonment and fine.

8
9 It is no argument to say that SFB knew Andrea have a "Clean Title under her possession" that
10 was reason they lied to Washington License Department stating that "Andrea lost her title". If
11 they had right to the vehicle then they should have filed a new title application and not claim
12 "lost title" from Andrea.

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14
15 Why they should cheat all parties about "lost "just because they knew they can not have any
16 right to pursuit their claim

17
18 **3. RCW 46.12.170 Procedure when security interest is granted on vehicle.**

19 If a certificate of ownership is lost, stolen, mutilated, or destroyed or becomes illegible, the first
20 priority secured party or, if none, the owner or legal representative of the owner named in the
21 certificate, as shown by the records of the department, shall promptly make application for and may
22 obtain a duplicate upon tender of five dollars in addition to all other fees and upon furnishing
23 information satisfactory to the department. The duplicate certificate of ownership shall contain the
24 legend, "duplicate." It shall be provided to the first priority secured party named in it or, if none, to
25 the owner.

26 A person recovering an original certificate of ownership for which a duplicate has been issued shall
27 promptly surrender the original certificate to the department.

28 *This is no dispute even if light up Respondent of SFB had no made false statement to applied re-issued*
29 *certification of ownership but that still illegal because original had no any legal party*

1 Pursuit RCW 46.12.170 state that if re-issue a new title which should be only "duplicate" the original
2 one and that should not have any additional fact to be entered. How this issue becomes Appellant's
3 fraud and outrage were barred by the statue of limitation.

4
5 **F. There was no genuine issue of material fact regarding Andrea's CPA claim**

6
7 *Pursuit Chapter 19.86* RCW of Consumer protection Act, Respondent is liable for
8 Appellant's damage and attorney's fee and terrible damages by reason of SFB's
9 consistent use of unfair business practice.
10

11 **CONCLUSION**

12
13 Following Appellant's objection to Respondent's opening brief which could allow this Court realize
14 that there were two different loan transactions and may involve two different country jurisdictions. If
15 not, how Mr. Hy Chen of STJ's president could have sold this car to Andrea and listed with "clean
16 title". SFB wait until 2-3 years with illegal method to claim just because they had no other alternative
17 but lied.

18
19 Appellant spent about US\$27,500.00 commissions to purchase this BMW, and suddenly the title
20 illegally was added in with SFB as legal party of ownership with no any consent therefore appellant
21 respectfully requests this Court to reverse the Trial Court's ruling and return the car to her as well.

22 DATED this 8th day of February 2010.

23
24 BY 
25 Andrea Chen as Appellant/ plaintiff

CERTIFICATE OF SERVICE.

The undersigned certifies under the penalty of perjury under the laws of the State of Washington that I am now and at all times herein mentioned, a resident of the State of Washington, over the age of eighteen years, not a party to or interested in the above-entitled action, and competent to be a witness herein.

On this date, I caused to be served in the manner noted below a copy of the:

(1) APPELLANT'S RESPONSE FOR RESPONDENT'S OPENING BRIEF
ON:

SALTER JOYCE ZIKER, PLLC

Andrew H. Salter / Todd W. Wyatt on behalf of State Farm Bank

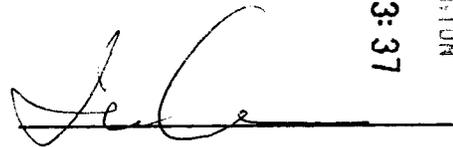
1601 Fifth Avenue, Suite 2040

Seattle, WA 98101

VIA: FIRST CLASS MAIL

DATED this 8 day of Feb, 2010.

By:



Irwin Chen

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APPELLANT'S RESPONSES
FOR RESPONDENT'S OPENING BRIEF - 10

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