

No. 38331-4-II

**THE COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON**

DAVID AND JESSIE CHONG

Appellants

v.

TAE AND JONG CHO

Respondents

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DIVISION II
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STATE OF WASHINGTON
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DEPUTY

REPLY BRIEF OF APPELLANTS CHONG

Appeal from the Superior Court of Washington
For Thurston County
The Honorable Christopher Wickham

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CR 43, the Rules of Evidence and fundamental rights arising from the federal and state constitutions do not vanish simply because the Cho's fail to cite or discuss them. They, instead, remain in full force to govern the conduct of trials, protect the rights of residents of this state, and to provide Equal Protection to those similarly situated in the cases filed in our courts. They provide the fundamental framework of our civil justice system. They are not niceties that can be utilized by those who are represented, but need not be recognized by a trial court if sought by those who are unrepresented.

Indeed, apart and separate from the constitutional and evidentiary flaws that alone nullify all of the "findings" that were necessary to sustain the Cho's claims in the proceedings below, this is, for all intents and purposes, an identity theft case. The Chongs, who lost their business as the result of Mr. Chang's acts, are every bit as much victims of Mr. Chang as the Cho's. But the Chong's loss cannot be compounded by the Cho's efforts to bootstrap the appearance of "Ko-Am Builders," the Chong's company's name, on a June 2006 Tumwater building permit to "prove" breach of the Cho-Chang November 2005 construction contract - - the second construction contract between Cho and Chang, signed seven months earlier, and one never mentioning nor involving any rights or obligations flowing to or from the Chongs or Ko-Am Builders, nor ever made contingent on Chang being registered or obtaining a building permit

in the first place. Nor does the appearance of the Ko-Am Builders' name on that Tumwater building permit "prove" any still undescribed "tort," any violation of the Consumer Protection Act, nor a violation of RCW 18.27 that the Chongs were never cited for.

There was in fact no breach by the Chongs of the contract rights and obligations on that second Cho-Chang contract that flowed solely between the Cho's and Mr. Chang. There was no proof of the violation of any statute by the Chongs, nor any proof of any unidentified "tort" having been committed by the Chongs. All rulings to the contrary by the trial court in the proceedings below must be reversed, and to the extent any claims still survive, there must be an actual trial back in Thurston County Superior Court before a new judge, with all Chongs bond monies returned.

I. LEGAL DISCUSSION

A. CR 43 and Fundamental Rights Cannot Be Ignored — New Trial Required

Back pedaling in this appeal, yet still failing to provide any rule of civil procedure or rule of evidence to support presenting their case in chief at trial through 4 hearsay written declarations from witnesses who were never present in the courtroom, the Cho's strained at trial stating

other than my client, basically the testimony of all the witnesses on our side is coming in through these [declarations], and we are trying to do that in order to keep the cost of this proceeding down [RP 13]

then strain in their opposition on appeal to steer this Court away from the stark realities of that non-trial below by asserting (1) they listed those 4 declarations in an ER 904 disclosure, (2) the Chongs had full notice and opportunity to object to the listing of those declarations in the ER 904 disclosure yet did not do so (3) the Chongs cannot raise objections to that ER 904 disclosure for the first time on appeal, (4) even if there may be constitutional questions about such an approach, the Chongs have not shown “manifest error,” (5) despite its being incorporated into CR 43, the Sixth Amendment Right to Confrontation does not apply to civil trials in Washington, (6) although the Cho’s were not required to subpoena their witnesses, the trial court warned the Chongs prior to trial if they wanted witnesses present in court, they would need to subpoena them, (7) the Chong’s inability to cross-examine the Cho’s 4 primary witnesses (that the Cho’s were not required to bring to court) comes from the Chong’s own failure to subpoena those same 4 witnesses for their defense case in chief, (8) the Chongs have not shown actual prejudice to this Court as there has been no showing on appeal of what any cross-examination would have disclosed, and (9) the Chongs never disputed at trial that the trial court had the “discretion” to admit the 4 hearsay declarations through the ER 904 disclosure. None of these assertions are supportable. All must be rejected.

1. Fundamental Rights Are Fundamental — They Are Not Discretionary

The rights of a civil litigant to have issues in their case tried in open court, under the auspices of Due Process, together with cross-examination, Equal Protection, and CR 43's endorsement of the Right to Confrontation, set out the very metes and bounds of our civil justice system. They set the parameters for that system, and, for all practical purposes, define both what it is, and how it is to be administered: a fair system, administered in an even-handed, fair manner to all, and one where each party can fairly present their case and protect themselves.

But each of those fundamental rights are interdependent, and inextricably interwoven with the others -- eliminate one, and you eliminate the fairness the system was framed to attain. Accordingly, being fundamental, none are discretionary, for trials in different courtrooms, in different counties, and occurring weeks or months apart, cannot maintain the steady course that fairness and justice demand if trial judges have the discretion to vary that course. As the United States Supreme Court recognized, "The Framers" were not "content" to permit such variances in fundamental rights, for

[t]hey knew that judges, like other government officers, could not always be trusted to safeguard the rights of the people; the likes of the dread Lord Jeffries were not yet too distant a memory. They were loath to leave too much discretion in judicial hands.

Crawford v. Washington, 541 U.S. 36, 68, 124 S. Ct. 1354, 1373 (2004).

Taking the witness stand in open court, swearing to tell the truth, then answering questions from counsel is sobering. Accordingly, witnesses at trial, giving their very personal responses to those questions, oftentimes stray from the pretrial verbiage written for them by counsel for use in motion practice, sometimes even retreating from what they had previously signed or stated when outside of the presence of the judge and the party that was the subject of their accusations. Just as the “accusers” pulled back from their claims before Porcius Festus concerning the Apostle Paul, it happens in our courts everyday. We have all seen it. And that is why requiring a party to present his witnesses, in person, in court, then have them be subject to cross-examination, is the fundamental searing light in the search for truth basic to our civil justice system -- and why at the same time, a trial judge may not, through the exercise of discretion, transform that search into an exercise in shadow boxing by a defendant based upon what it is assumed a plaintiff’s witnesses, who were not required to be present, *might* have actually testified to.

Substantive due process in our civil trials, as a result, is a mainstay. As the court stated in dealing with out-of-court statements in affidavits in the civil matter before it in *Little v. Rhay*, 8 Wn. App. 725, 729, 509 P.2d 92 (1973), *overruled on unrelated grounds* by *State v. Hammond*, 121 Wn.2d 787, 791, 854 P.2d 637 (1993), its presence is not discretionary:

Inherent in the concept of granting petitioner a hearing is the due process concept of a full and fair hearing. More than a mere contravening affidavit is required to sound the death knell for the constitutional concept of a fair hearing. Courts cannot adequately determine credibility from mute notations; **truth cannot be fully gleaned from silent hearsay** on a written page. . . . **[T]he due process of law clauses in the Fifth and Fourteenth Amendments give one the opportunity to cross-examine in civil proceedings as a matter of constitutional right.** (emphasis added)

Weighing offers of evidence, when those offers are supported by a legitimate argument under the Civil Rules and the Rules of Evidence, fine. Weighing how long a party may have to present his case, fine. But the application of fundamental rights in civil litigation is not “weighed.” Recognizing that “[a] trial court’s obligations to follow the law remains regardless of the arguments raised by the parties” (*State v. Quismundo*, 164 Wn.2d 499, 505-06, 192 P.3d 342 (2008)), whether or not the pro se non-English proficient Chongs were sufficiently adept to remind the trial court during the proceedings below that their fundamental rights were locked in place, those rights stayed firmly knotted around those goals of fairness and justice.

The fundamental strands of our civil justice system’s Gordian Knot of fairness were not, and cannot be, cavalierly sliced off by a trial court’s resort to a discretionary application of any one of the fundamental rights making up the whole. So the Cho’s, in presenting their case in chief, just as in all other courtrooms, in all other Washington counties, were required

at trial to present their four non-party witnesses in court, in person, and allow them to be cross-examined, or that part of their case had to be discarded. There was no duty on the Chongs to subpoena those four non-party witnesses of the Cho's so that they could cross-examine them, for if the Cho's did not present them in person, in court, to support their case in chief, there was nothing the Chongs had to cross-examine, as there was simply no such admissible testimony before the court. With no testimony, no findings. No findings, then no conclusions, and no judgment. The Chongs respectfully submit the Cho's case cannot survive those fatal flaws.

2. Deletion of Fundamental Rights Amounts to Manifest Error

Truly straining the bounds of advocacy to feign questioning whether the loss of an ability to cross-examine adverse witnesses, and the loss of a full, open trial under CR 43 with its embodiment of the right to confrontation, were actually "manifest errors," the Cho's efforts to sidestep the significance of the deletion of those rights falls far short. Indeed, a snapshot of the very elements that make a trial a full and fair trial unravels the Cho's question.

No one can legitimately assert the deletion of "an effective opportunity to defend by confronting any adverse witnesses and by presenting his own arguments and evidence orally" (*Goldberg v. Kelly*, 397 U.S. 254, 268, 90 S.Ct. 1011, 1020 (1970)), is proper. Nor would the

right of a party in civil litigation “to invoke the protection of his rights by way of defense” (*Wenatchee Reclamation Dist. v. Mustell*, 35 Wn. App. 113, 119, 665 P.2d 909 (1983)) being cast aside be a practice that would not offend a “principle of justice so rooted in the traditions and conscience of our people as to be ranked as fundamental” (*Snyder v. Commw. of Massachusetts*, 291 U.S. 97, 105, 54 S.Ct. 330, 332 (1934)). Such acts are the epitome of a denial of “due process in a civil case” that would fully meet RAP 2.5(a) and enable the consideration of that due process violation “at the appellate level for the first time” (*Conner v. Universal Utilities*, 105 Wn.2d 168, 171, 712 P.2d 849 (1986)). Fail to give a full ear to such complaints, and the “public perceptions of the fairness and integrity of judicial proceedings” are seriously compromised. (*State v. McFarland*, 127 Wn.2d 322, 333, 899 P.2d 1251 (1995)).

“Manifest,” as defined by our courts, is said to mean “unmistakable, evident or indisputable.” *State v. Lynn*, 67 Wn. App. 339, 345, 835 P.2d 251 (1992). With then a “manifest error” being one where a party has made a “plausible showing” that such an error “had practical and identifiable consequences in the trial of the case.” *State v. Lynn, supra*.

But to prove that the “indisputable” loss of such fundamental rights “had practical and identifiable consequences” at trial, were the Chongs required to show this Court an offer of proof below, or what the absent non-party witnesses would have stated on cross-examination if they had

been first required to be present and testify in person in open court, before making the “plausible showing” of harm the law requires, when the issue was not raised below and there is no such record from the trial court?

Answer: no. As Division II recognized in *State v. Contreras*, 92 Wn. App. 307, 312-13, 966 P.2d 915 (1998) such an approach would eliminate any review of the deletion of such fundamental rights:

[T]he State urges us . . . where there has been no trial court ruling, an appellate court cannot know what the trial court would have done and, therefore, cannot review the alleged error. But such a narrow reading of *McFarland* would essentially preclude any review of any alleged error resulting from failure to make any motion or any objection at trial; we could no longer review such errors for the first time on appeal because there would be no record of how the trial court would have ruled. . . such an outcome would directly contravene RAP 2.5 and render the rule essentially meaningless.

Accordingly, the Chong’s showing here was all it was required to be. Were the rights deleted fundamental to a fair, open trial? Yes. And as to a “practical and identifiable consequence,” the prejudicial nature of these four ex parte declarations to the Chongs, and the devastation to the Cho’s entire case if absent, cannot be understated, for having been cited 7 times by the Cho’s in their Brief of Respondents, more than any other evidence, and not the least of which was the critical ‘the Chongs are liars’ rendition, **in bold** (Brief of Respondents, p. 11), they are the focal point of the Cho’s entire case. Without them, the Cho’s lose their building permit testimony, they lose business license testimony, and critically, they lose the “lying”

point from the White declaration (Exhibit 7 -- that the Chongs attempted to correct through Exhibit 69) that turned the trial court against the Chongs. With all the Findings of Fact and Conclusions of Law thereby fatally infected with such improprieties, the Cho's entire case cannot stand. It must be reversed on this ground alone.

3. Cho's Fail To Cite Any Civil Rule Or Rule of Evidence To Support Admission of Ex Parte Hearsay Written Declarations As Trial Testimony

Despite the Cho's dodging the issue, the telling question the Chongs posed in their opening brief remains: was there some Civil Rule or Rule of Evidence that supported the admission of those four ex parte written hearsay statements as actual trial testimony in the absence of those four individuals offering that testimony in court, in person? Absolutely not, and the Cho's cited no such authority to the trial court in their trial brief (CP 570), and cited none at trial. Certainly, the representation in the Cho's opening statement that "basically the testimony of all the witnesses on our side is coming in through these [declarations], and we are trying to do that in order to keep the cost of this proceeding down" (RP13), has no tie to any Civil Rule or Rule of Evidence, or the Cho's would have made it their most prominent argument both at trial and here on appeal.

Nor is there any bootstrap available for the Cho's (as they are now apparently arguing, although again never having asserted these points at trial) to salvage their approach through their having "listed" the four ex parte written hearsay statements on an ER 904 disclosure, or the failure of

the Chongs to object to that same ER 904 listing of those four ex parte written hearsay statements. ER 904 has absolutely nothing to do with declarations of witnesses submitting their ex parte renditions of substantive facts at issue in any matter. ER 904, instead, is aimed at the authentication of documents such as medical records, medical expenses, bills and invoices. It is not a shortcut for submitting out-of-court hearsay testimony of fact witnesses. As the court succinctly held in *Lutz Tile, Inc. v. Krech*, 136 Wn. App. 899, 903-04, 151 P.3d 219 (2007):

ER 904 is designed to expedite the admission of documentary evidence. . . . The rule is designed only to expedite the admission of documentary evidence that is objective and for which cross-examination is not necessary . . . Documents that contain subjective facts, opinions, and conclusions **are not properly admitted under ER 904** because the **parties should have a chance to cross-examine** the opinions and conclusions and present alternate opinions. (emphasis added)

Further, as also previously stated, the failure of the Chongs to object to violations of fundamental rights gets the Cho's nowhere, for the Cho's are still without any support from any Civil Rule or Rule of Evidence that would permit offering these four ex parte written hearsay statements as actual trial testimony, rather than eliciting their testimony in court, in person, as CR 43, our constitutions and the law requires. Could the Cho's have brought these four individuals to court and had them testify in chambers, outside of the presence of the Chongs, then released them? No, but that is no more unthinkable than what occurred here.

Nor does Mr. Chong's signing an August 5, 2008 "Exhibit List" (CP 590-93) with no designation in the record of who prepared it, and more importantly, no designation in the record that an interpreter was present to explain to the Chongs what they were signing (contrary to RCW 2.43.010 and the practices already being deemed necessary in court due to the conceded inability of the pro se non-English proficient Chongs to fully understand what was happening) provide any safe harbor to the Cho's based on the Chongs "stipulating" that the exhibits "noted as admitted are acceptable for review" by the trial court. With no confirmation an interpreter was present, and still no "clear and convincing" showing of a knowing, intelligent waiver, even with that "Exhibit List," the Cho's are still left with the glaring lack of any support from any Civil Rule or Rule of Evidence to present trial testimony through the four ex parte written hearsay declarations. It simply cannot be done, and was never waived or authorized by any action or inaction by the Chongs.

B. No Viable Claim Of The Chongs Breaching The Second Cho-Chang Construction Contract Exists

Although the Chos never provided any authority in their trial brief (CP 570) or in open court to support claims that the Chongs had breached any obligations set out in the November 2005 second Cho-Chang construction contract, the Chos now (1) assert that, despite never using the terms "undisclosed principal" at trial, the Chongs/Ko-Am Builders were the undisclosed principal on that November 2005 contract, (2) assert that

the complete absence of any evidence to show at the time the November 2005 second Cho-Chang contract was signed the Chos had ever heard of or relied on the presence of the Chongs or Ko-Am is no defense to the claim of breach of that November 2005 contract, (3) since they had no direct evidence, assert Chang was “generally authorized” to use the Chong/Ko-Am contractor’s registration card, (4) although they could cite none, assert that evidence of Chang being given actual authority to enter into construction contracts on behalf of Ko-Am could have come from Chang, (5) assert that even though there was no evidence to show the Chongs had ever heard of the November 2005 second Cho-Chang contract prior to this litigation, the trial court could have found Ko-Am ratified that contract if it had addressed that issue, (6) the Chongs had “cloaked Chang with the appearance that he was a registered contractor,” (7) that “but for” the Chos having believed Chang when he told them he was licensed, they never would have contracted with him again in November 2005, even though that was their second contract with him, and (8) that “but for” Chang using the Ko-Am contractor’s registration card Tumwater would not have issued the building permit and the Cho’s would never have paid any monies to Chang.¹

¹ The “but for” assertions are fantasy. First, the November 2005 second Cho-Chang contract was signed seven months before the issuance of the Tumwater building permit, and was no more contingent on Chang being registered than their first contract with him was. Second, the Chos paid Chang \$15,000 in November 2005, also seven months before the building permit was ever issued. The Ko-Am name on that Tumwater building

But was the required evidence to prove an agency relationship ever presented? No. And was there ever any evidence offered that the Chongs/Ko-Am ever received any consideration or benefit of any kind from the November 2005 second Cho-Chang contract? No. Without those key elements, this new “undisclosed principal” theory fails as well.

1. Absence of Evidence of Control Eliminates Agency

Washington law is clear on the prerequisites that must be established before you have shown the existence of an undisclosed principal. In *Uni-Com Northwest, Ltd. v. Argus Publishing Co.*, 47 Wn. App. 787, 796-97, 737 P.2d 304 (1987), the court was faced with an assertion that an alleged undisclosed principal should be held liable for the remaining purchase price in a stock purchase contract. The court ruled the evidence required to prove an undisclosed principal was never shown:

Respondents correctly assert **there is no issue of an undisclosed principal** versus disclosed principal **unless an agency relationship exists**. . . Two elements of an agency are mutual consent, and control by the principal of the agent. . . **The crucial factor is the right of control which must exist to prove agency.** Control is not established if the asserted principal retains the right to supervise the asserted agent merely to determine if the agent performs in conformity with the contract. Instead, **control establishes**

permit is happenstance, as Chang used other names of other acquaintances on permits as well. Finding of Fact #4. The name on the June 2006 building permit, as a practical matter, has no more bearing on the rights and obligations within the November 2005 Cho-Chang second construction contract than the Ko-Am name appearing there had on the rights and obligations in Chos contract with Hanoro Construction who completed the job after Chang left - - as the name on the permit was never changed despite the change in contractors. RP 148-49.

agency only if the principal controls the manner of performance. . . If control is not established, then the relationship may be [something other] than principal and agent. . . .

Because there was **no agency**, there was **no issue of undisclosed principals**. (emphasis added)

Here, not only does the word “agency” never appear anywhere in the pleadings below, nor in the trial court’s findings, but there was no evidence whatsoever ever offered of the Chongs/Ko-Am having any right of control, or actual control, over the acts of Chang. With no control over the agent, there is no agency. No agency, no undisclosed principal. No undisclosed principal, no breach by the Chongs/Ko-Am of the November 2005 second Cho-Chang contract.

2. **Absence of Any Evidence of Consideration to Chongs Eliminates Undisclosed Principal and Claim Chongs Breached Cho-Chang Contract**

And was there ever any evidence offered showing the Chongs were in some way involved in drafting or initiating the November 2005 second Cho-Chang construction contract? No. Was there ever any evidence offered showing any consideration of any kind ever being paid to the Chongs in any way related to that November 2005 contract? No. Can such an undisclosed principal or breach of contract claim against the Chongs survive that lack of evidence? No.

Further, not only was there no evidence offered to show the Chongs/Ko-Am initiated or benefitted in any way from the November 2005 second Cho-Chang contract (evidence that Washington courts also

require; *see Crown Controls, Inc. v. Smiley*, 110 Wn.2d 695, 703, 756 P.2d 717 (1988)(“The undisclosed principal becomes liable because he initiates the contract and profits by it”), but the uncontroverted evidence is (1) the only signatories to the November 2005 contract were Chang on behalf of “Chang Duk Young Construction” and the Chos (Exhibit 52/attached hereto at Appendix #1), and (2) all monies paid by the Chos on the November 2005 second Cho-Chang contract were paid either personally to Mr. Chang (on Nov. 10, 2005- Exhibit 68/attached hereto at Appendix #2), or specifically made out to “Chang Construction” and “Changs Construction” (on June 6 and 14, 2006 – Exhibit 68/attached hereto at Appendix #3), with no evidence of any monies paid by anyone at any time to the Chongs/Ko-Am pertaining in any way to the November 2005 second Cho-Chang contract. Indeed, had the trial court accepted the portion of the Chang deposition (at pages 28, 120, 141-42) , as offered by the Chongs (CP 225, 227, 378, 383, 444, 457-58; RP 110/copies attached as Appendix #4), and as CR 32(a)(2) sets out (deposition of a party “may be used by an adverse party for any purpose”), the evidence from Mr. Chang himself would have eliminated any claim of any “undisclosed principal” rather than prove any of the requisite elements:

Q: Have you ever performed any work of any kind for KOAM Builders?

A: No [Chang Depo, p. 28 / CP 383]

Q: But KOAM Builders was not the contractor on this job, correct?

A: Nothing to do with KOAM, I'm under contract. {Chang Depo, p.120/CP 444]

Q: And you weren't an employee of KOAM Builders for this job, were you?

A: No

Q: And you haven't been an employee of KOAM Builders as far as any job, correct?

A: No

Q: Did the Chos, so far as you know, ever believe that you were an employee of KOAM Builders?

A: No

Q: Did you share any money you received from the Chos with KOAM Builders?

A: No

Q: To the best of your knowledge, did the Chos ever pay any money to KOAM Builders?

A: No

Q: At any time after June 7, 2006, did you contact the Chongs and tell them you were using KOAM Builders' name?

A: No (Chang Depo, p. 141-42 / CP 457-58]

The Chongs never initiated any contact or contract with the Chos. They never benefitted in any way from the November 2005 second Cho-Chang contract. Accordingly, there can be no breach by the Chongs of that second Cho-Chang contract as a matter of law.

C. No Viable Claim Of The Chongs Committing A Still Unidentified Tort Nor Of Joint and Several Liability Exists

Knowing that the entire contract/liquidated damage claim against the Chongs was made of whole cloth, the Chos added an unidentified “tort” claim. But still dodging the economic loss rule, and lacking any legal basis for negligent or intentional misrepresentation, the Chos argue their “tort” is a private cause of action arising from RCW 18.27. With no case law or statutory support for that assertion, the Chos cite *Wingert* that allowed a private cause of action under RCW 49.12 in addition to that already allowed under RCW 49.12.150, then attempt to write a private right of action into RCW 18.27 that not only was never included, but that includes extensive statutory descriptions of investigations, notice, service, burden of proof, and proceedings involving solely the Attorney General and an administrative law judge. The Cho’s ‘tort’ claim that contends a private party may prove the “misdemeanor” RCW 18.27 violation must be rejected, along with their assertion of joint and several liability.

With our courts recognizing that RCW 18.27’s contractor’s registration requirement “was designed simply to aid the public in identifying contractors with the minimum qualifications prescribed by the legislature” (*Williamson Inc. v. Calibre Homes, Inc.*, 147 Wn.2d 394, 400-01, 54 P.3d 1186 (2002)), and no case holding a private cause of action arises from that Act, RCW 18.27 is very clear that the only venue hearing alleged violations of that chapter “shall be heard and determined by an

administrative law judge.” RCW 18.27.250. Indeed, the only way a superior court acquires any jurisdiction over a claimed violation of RCW 18.27 comes from “an appeal from the administrative law judge’s determination.” RCW 18.27.310; *Department of Labor & Industries v. Davison*, 126 Wn. App. 730, 735, 109 P.3d 479 (2005). Similar to RCW 18.85, there is no private cause of action under RCW 18.27, with the policing and enforcement to be left to the Department of Licensing. *Cf. Woodhouse v. RE/MAX Northwest Realtors*, 75 Wn. App. 312, 316, 878 P.2d 464 (1994)(“[N]othing in RCW 18.85 establishes a private cause of action. . . By its terms, that provision of the statute does nothing more than establish grounds upon which the Director of DOL may discipline persons covered by the Act.”).

To complete the dismantling of the Cho’s claim, with no evidence of any “intention” of the Chongs to cause a specific injury to the Chos, let alone evidence the Chongs and Chos even knew each other existed, even if a negligence claim did exist, which it does not, the Chos claim was that both Chang and Chong injured them -- as such, to attach joint and several liability, the Chos were statutorily required to show they were not even 1% negligent. RCW 4.22.070(1)(applicable “in all actions involving fault of more than one entity”). But having contracted with Chang on the Lacey job in their first contract with him, and never making even one call to DOL then, let alone doing any search of the DOL website similar to what

they themselves conducted in December 2006 (Cho's Exhibit 13/attached hereto at Appendix #5) that instantly showed Chang was not registered and had no license, if the Chos were damaged by Chang not being a registered contractor, they caused, at a minimum, 1% to 50%+ of their own damages, negating any joint and several liability as a matter of law. Again, with the Chongs asserting at trial the Chos knew or should have known Chang was not registered (RP 43, 91, 104-06), whether or not the Chongs also cited RCW 4.22.070(1) at trial, that is the law, and it was the Chos burden to prove 0% liability for their own harm if joint and several liability between Chang and Chong was to be applied.

D. No Viable Claim Of The Chongs Violating The Consumer Protection Act Exists

Hangman Ridge and its progeny are very clear what must be shown to establish a CPA violation in a private transaction, including at least some evidence of a public interest/statutory violation that the legislature has specifically deemed to be a CPA violation. The Chos failed to meet that burden here.

Yes, RCW 18.27.350 does state that if "a contractor is found to have committed a misdemeanor or infraction under this chapter" such a violation will be a CPA "violation." But while DOL did charge Chang, the Chongs were never charged by DOL with any violation of RCW 18.27. And with the "department" being the only entity with the ability to "charge" such a violation, and no required proceedings before an

administrative law judge ever concluding the Chongs violated RCW 18.27, there is no violation of such a “public interest” statute. No public interest/statutory violation, no CPA violation, and no attorneys fees nor CPA \$10,000 award. All findings and conclusions pertaining to any CPA violation by the Chongs must be reversed.

E. Equal Protection And The Appearance Of Fairness Require A New Trial Before A New Trial Judge

Equal Protection requires this Court to view the proceedings below through the constitutionally ground lens of fairness and even-handedness prescribed by the Framers. The appearance of fairness doctrine requires this Court to step back and view the proceedings below as a non-Bar member of society would. The proceedings below cannot pass either test, and must be reversed.

A trial court’s managing the time taken by the parties, and managing the presentation of evidence under the rules is fine. Applying evidentiary and court rules to one party and not the other, and accepting all offered testimony from one party, but refusing to even consider testimony when offered by the other, however, does not pass muster. So the acts of the trial court in (1) permitting the Chos to present trial testimony through 4 hearsay written statements, but rejecting as hearsay a hearsay written statement of Mr. White the Chongs offered to correct his prior admitted

hearsay written statement,² (2) not requiring the Chos to subpoena witnesses for their case in chief, but requiring the Chongs to do so, (3) admitting excerpts from Mr. Chang's deposition offered by the Chos, but rejecting excerpts from Mr. Chang's deposition on the basis of hearsay when offered by the Chongs, (4) allowing the Chos to question both Mr. and Mrs. Chong, but requiring the Chongs to make an offer of proof before permitting questioning of Mr. Cho and then precluding that questioning, and (5) without any objection from the Chos, repeatedly instructing witnesses questioned by the Chongs not to answer thereby preventing even the consideration of their testimony, are acts being administered with "an unequal hand" in violation of Equal Protection, and fail to meet the requirement of the Judicial Canons that a judge not only be fair, but "that the judge appear to be impartial."

Did the Chongs exhibit an understanding of the Rules of Evidence or the Civil Rules during trial? No question, no. But would a fair minded person, and a non-Bar member of our society, looking at these acts believe even-handed, fair treatment was being handed out by an impartial judge? No. Accordingly, the umbrella of Equal Protection and the requirement of avoiding even the appearance of impartiality, requires a new trial before a new judge on any issues not dismissed from this matter as a matter of law.

² Mr. White's correction noting there was no interpreter present when he spoke to the Chongs (Exh. 69) is critical, as with no full understanding of what was said, none of the statements of the Chongs to him set out in Exh. 7 retain any reliable accuracy. And in discarding Exh. 7, the damning "the Chongs lied" allegation must be discarded as well.

F. Improper Judgment Must Be Reversed

Unable to defend the blatant impropriety of including thousands of dollars in the judgment that had already been collected a year before the trial, the Chos submit the plaintive cry that the Chongs cannot challenge the “form of judgment” when they did not object below, and point out that the trial court cautioned the Chongs they “will need to be here” (RP 153) if they had any problem with “the form” the Chos proposed. But judgments under the Civil Rules are to reflect what the law allows, not what a party thinks they can get away with. CR 54(c)(“every final judgment shall grant the relief to which the party is entitled”). The judgment the Chos concede is improper must be reversed.

II. CONCLUSION

A trial in Superior Court is a trial. It is conducted in open court under CR 43. It is conducted pursuant to the Civil Rules and the Rules of Evidence, under the umbrella of Due Process, Equal Protection, and fundamental rights that have been an Anglo-Saxon judicial legacy for centuries. As such a trial is based on what was, and what actually happened, as described, in person, by people who were actually there.

A trial is not a pseudo-summary judgment proceeding, where the four primary witnesses in the case never appear in court and are never open to cross-examination. It is not a proceeding based upon what might have happened, or on what people who were actually there might have

described as having occurred had they been under oath sitting in the witness chair. It is not a proceeding where the Civil Rules and Rules of Evidence do not constrain a represented party, but block the fair presentation of a pro-se party's case. It is not a proceeding where a Superior Court trial judge can elect, at his discretion, to conduct the matter outside established law, outside of the Civil Rules, the Rules of Evidence, or our fundamental rights, let alone apply the basic provisions of those rules and rights unequally. Yet all of this happened here.

Cut to its bare bones, this case is simply an after-the-fact effort of the Chos to get back their \$30,000 second payment to Chang. That is why all the continued emphasis on Tumwater's building permit and business license. It is not, and cannot be, a breach of contract case against the Chongs. It is not a liquidated damages case. Since the Chos never knew the Chongs/Ko-Am existed prior to kicking Chang off the project, it is not a negligent or intentional misrepresentation case against the Chongs. And since there was never any RCW 18.27.230 citation issued to the Chongs, and no ruling by any "administrative law judge" under RCW 18.27.310 that the Chongs had violated that statute, it is not a "tort" case, nor a Consumer Protection Act case. But as there is no cause of action for a "wrongful" or "fraudulent" issuance of a building permit, the Chos cut and pasted claims against the pro se Chongs, who were still an operating company then, to take on the appearance of claims with a legal base,

although there was none -- all to substitute for their own error in never checking with the Department of Licensing on Chang's status to begin with before they entered into their first contract with him, let alone the second.

If the Chos are to be believed, they were misled by Chang. But then the Chongs, as well, were misled by Chang. The Chos, however, were never misled by the Chongs, never had any contact with them, and never contracted with them. Yes, both the Chongs and the Chos were damaged by Chang, but the Chongs were entitled to defend against claims they damaged the Chos in an actual trial with all the constitutional, evidentiary and procedural safeguards. That did not occur, and to the extent any of the Chos claims survive dismissal here, the Chongs are entitled to a full, open trial on those remaining issues.

RESPECTFULLY SUBMITTED this 17th day of June, 2009.

WILLIAMS, KASTNER & GIBBS PLLC

By 
James M. Thomas, WSBA #07512
Attorneys for Appellants Chong

Two Union Square
601 Union Street, Suite 4100
Seattle, WA 98101-2380
(206) 628-6600

CERTIFICATE OF SERVICE

I, Sylvia Louise Rollins, declare as follows:

1. I am now and at all times herein mentioned a legal and permanent resident of the United States and of the State of Washington, over the age of eighteen years, not a party to the above-entitled action, and competent to testify as a witness.

2. I am employed with the firm of Williams, Kastner & Gibbs PLLC, Two Union Square, 601 Union Street, Suite 4100, Seattle, Washington.

3. On the date below, I caused to be served via first class postage prepaid mail true and correct copies of the **REPLY BRIEF OF APPELLANTS CHONG** with Certificate of Service upon the following:

Attorneys for Tae and Jong Cho
Matthew B. Edwards
Owens Davies, P.S.
1115 West Bay Drive, Suite 302
Olympia, Washington 98502

STATE OF WASHINGTON
DEPUTY
09 JUN 19 AM 9:13

COURT OF APPEALS
DIVISION II

The foregoing statement is made under penalty of perjury under the laws of the State of Washington and is true and correct.

Signed at Seattle, Washington, on June 18, 2009.


Sylvia Louise Rollins

APPENDIX

- #1 November 11, 2005 Cho-Chang contract, from Exhibit #52 (admitted RP 61)

- #2 Cho Cashier's Check #6548 to Mr. Chang, personally, from Exhibit #68 (admitted RP 50)

- #3 Cho Cashier's Checks dated June 2006, #7329 and #7369 (from Exhibit # 68), and personal check #1342, dated June 2006 from Exhibit #68 (admitted RP 50)

- #4 Excerpts from Deposition of Yong Sok Chang, offered CP 227, 378, 383, 444, 457-58; RP 110

- #5 Cho's Exhibit #13 (admitted RP 8)

APPENDIX # 1

CHANG

DUK YOUNG CONSTRUCTION

PROPOSAL

Job Name: **ENJOY TERIYAKI**

	Description	Comment(s)	Amount
Demolition			
Dump			800.00
Hood	12'-0" S/S TYP-1		11,000.00
Shaft	One Hour Rate Shaft		1,400.00
Fire Suppression	For Kitchen Equipment		2,100.00
Fire Alarm		OWNER	
Fire Sprinkler		OWNER	
Electrical	LIGHTS, OUTLET, HOOD, MAKE-UP AIR		6,200.00
HVAC		OWNER	
Duct	DINNING, RESTROOM, KITCHEN.	(20)	1,800.00
Plumbing	COLD, HOT W SUPPLY/DWV		8,000.00
Grease Interceptor		OWNER	
Grease Trap	40 lbs		1,000.00
Concrete Cut	WITH BACK FILL, FINISHED CONCRETE		1,900.00
Concrete Dump			500.00
Walk-In Cooler	INSTALL BY CON -	OWNER 6XB	
Walk-In Freezer		OWNER	
Carpentry (Decoration)	DINNING AREA		8,600.00
Carpentry-Counter	LAMINATED FINISHED		3,150.00
Frame (Dry Wall)	2 x 4 METAL STUD/X-TYP GYP		15,996.00
Dry Wall Taping			
Soffit	ABOVE THE COUNTER		3,000.00
Tables			
Carpet	30 OZ GLUE DOWN		2,400.00
Tile 1x1	8" x 8" QUARRY (KITCHEN) 8" x 8" CERAMIC (DINNING) 900		13,500.00
Gas Pipe	1 1/2 DIA	(20)	2,300.00
Ceiling	2 x 2 SUSPENDED, SECOND LOOK	DINNING	5,850.00
Ceiling	2 x 4 WASHABLE	KITCHEN	2,400.00
Roofing		OWNER	
Restroom	MEN, WOMEN	(20) 10000	12,000.00
Paint	TWO COLOR		2,400.00
Net Amount			\$106,296.00
Tax			\$9,354.05
Gross Total			\$115,650.05

Date of Acceptance
Customer Signature

11.7.05
[Signature]



(20) 105600.00
105000.00

EXH. 2

APPENDIX # 2

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK AND A THERMOCHROMIC ICON; ABSENCE OF THESE FEATURES WILL INDICATE A COPY

006548

REMITTER



ENJOY TERIYAKI #3

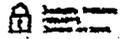
DATE 11/18/05

98-860-1251
202002

PAY TO THE *** YONG SOK CHANG ***
ORDER OF

***3,000.00**

EIGHT THOUSAND and 00/100ths dollars



CASHIER'S CHECK

Artemis McDevitt

⑈006548⑈ ⑆125108609⑆ 2020002⑈ 500 ⑆0000800000⑈

APPENDIX # 3

PURCHASER'S RECEIPT - RETAIN FOR OUR RECORDS



South Sound Bank

FOR DEPOSIT ONLY

7829

NOT NEGOTIABLE

MEMORANDUM

FOR

CASHIER'S CHECK

EXHIBIT C

220001666*
/16/2006
23622087

A LEGAL COPY of
back. You can use
in any way you would
like. Original check.

902005790970000
06/15/2006
1250086571 12598005212

Front

THIS DOCUMENT HAS AN EMBEDDED MICROFILM COPY OF THE ORIGINAL DOCUMENT. IT IS A LEGAL COPY OF THE ORIGINAL DOCUMENT. IT IS A LEGAL COPY OF THE ORIGINAL DOCUMENT.

REMITTER

DATE

THE S CAS

2006/14/15

AMOUNT

500

7369

PAY TO THE ORDER OF

CASHIER'S CHECK

CASHIER'S CHECK

1250086571 12598005212

20200021500

500

Handwritten signature

1250086571

12598005212

20200021500

500

JONG M CHO
T'AE Y CHO
1111 VILLANOVA ST. NE
OLYMPIA, WA 98516

SAV

C.C.

731029 PM

98-850
0230011892

1342

PAY TO
THE ORDER OF

Paul's Construction
for Max's acct only

\$ 10,000.00

DOLLARS

CHARTER
ACCOUNT



South Sound Bank

4000 Liberty Blvd SE
Lacey, WA 98503 (252) 526-4200

MEMO

[Signature]

MP

APPENDIX # 4

FILED
SUPERIOR COURT
THURSTON COUNTY WASH.

08 MAY -5 PM 4:16

BETTY J. GOULD, CLERK

BY _____
DEPUTY

2310

1 SUPERIOR COURT OF WASHINGTON FOR THURSTON COUNTY

2
3)
4)
5)
6)
7 TAE CHO AND JONG CHO,
Plaintiff,)

8 vs.)

9 YONG SOK "MARK" CHANG, and OK)
CHANG, husband and wife, and their marital)
10 community, an individual d/b/a CHANG DUK)
YOUNG CONSTRUCTION and/or)
11 CHANG'S CONSTRUCTION; PACIFIC)
INTERNATIONAL BANK, Federal Way)
12 Branch, under assigned savings account No.)
760000018; DAVID CHONG and JESSIE C.)
13 CHONG, husband and wife, and their marital)
community, d/b/a KOAM BUILDERS, a)
14 licensed Washington contractor; and)
WASHINGTON MUTUAL BANK, Bellevue)
15 Branch, under assigned savings account No.)
06710516071,)
16 Defendant)

Case No.: 06-2-01556-5

NOTICE OF EVIDENCE THAT MAY BE
USED AT TRIAL

17)
18)
19)
20)
21 COME NOW defendants David and Jessie CHong, husband and wife, gives notice,
22 pursuant to ER 904, of their intent to offer the following documents into evidence at the trial
23 of this matter:

- 24 Tab 1 1) HIJ Fire & Safety Contractor's Liability Insurance
25 2) SABU Investment, Inc. Contractor's Liability Insurance

1 25) Excerpts of the Deposition of Tae Cho

2 Cover page, pages 7, 10-11, 13-15, 17-19, 21-33, 38, 40-43, 45-49, 51-53,
3 58.

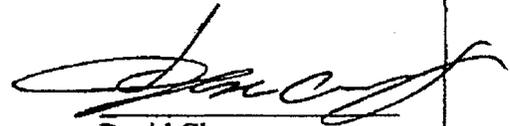
4 26) Excerpts of the Deposition of Mark Chang

5 Cover page, pages 22, 24-32, 34, 36-38, 43-47, 49, 53-64, 66-77, 83, 87-
6 91, 96, 98-104, 106-109, 112, 116-118, 120-121, 124-126, 128-129, 132-
7 134, 140-143, 145.

8
9 The foregoing documents shall be deemed authentic and admissible without
10 testimony or further identification, unless objection is served within 14 days of
11 the date of the notice pursuant to ER 904 (c).

12 This ER 904 disclosure is in addition, and not in lieu of, the prior ER 904
13 disclosure made by the Chos.

14 DATED this 5 day of May 2008.

15
16
17
18 

19 David Chong
20 KOAM Builders

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

TAE CHO and JONG CHO, husband and
wife and the marital community
composed thereof,

Plaintiffs,

vs.

YONG SOK CHANG aka CHANG DUK YONG,
a single person; CHANG'S
CONSTRUCTION, a licensed
Washington contractor; PACIFIC
INTERNATIONAL BANK, Federal Way
Branch, under assigned savings
account number 760000018; JESSIE
C. CHONG dba KOAM BUILDERS, a
licensed Washington contractor;
and WASHINGTON MUTUAL BANK,
Bellevue Branch, under assigned
savings account No. 06710516071,

Defendants.

No. 06-2-01556-5

DEPOSITION OF YONG SOK CHANG

December 18, 2006

Tacoma, Washington

7/6 Deposition



Byers & Anderson, Inc.

Court Reporters/Video/Videoconferencing

One Union Square
600 University St.
Suite 2300
Seattle, WA 98101
(206) 340-1316
(800) 649-2034

2208 North 30th Street, Suite 202
Tacoma, WA 98403
(253) 627-6401
(253) 383-4884 Fax
scheduling@byersanderson.com
www.byersanderson.com

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- 1 Q But where? Is there a particular project that he was
2 working for?
- 3 A Korean town.
- 4 Q Yes, but can you be more specific than just Korean
5 town?
- 6 A I do not know the address, but I will find out and
7 will let you know.
- 8 Q When you first met Mr. Chong, did you know whether he
9 was working as a contractor?
- 10 A Yes.
- 11 Q And under what name was he working?
- 12 A KOAM Builder.
- 13 Q That's K-O-A-M?
- 14 A I think so.
- 15 Q Have you ever performed any work of any kind for KOAM
16 Builders?
- 17 A No.
- 18 Q What was Mr. Chong's relationship to KOAM Builders?
- 19 A I'm not for certain, but I think probably he's the
20 owner.
- 21 Q And what is David Chong's relationship to Jessie
22 Chong?
- 23 A That I do not know.
- 24 Q Have you met Jessie Chong?
- 25 A I came across once.

1 A Yes.

2 Q And you put down as contractor KOAM Builders,
3 correct?

4 A Yes.

5 Q And that wasn't true, right?

6 MR. EDWARDS: Objection. Leading.

7 THE WITNESS: Yes.

8 Q (By Mr. Dickson) Yes, it wasn't true?

9 A I wrote it down as KOAM.

10 Q Pardon?

11 A I wrote it down as KOAM.

12 Q But KOAM Builders was not the contractor on this job,
13 correct?

14 A Nothing to do with KOAM. I'm under contract.

15 Q Okay. And so it was Mr. Chang was the contractor,
16 correct?

17 A Yes.

18 Q And not one of your companies?

19 A No.

20 Q Okay. And the mailing address is 33630 4th Avenue
21 Southwest?

22 A Yes.

23 Q Federal Way?

24 A My home address.

25 Q Okay. And that's not the address of KOAM Builders,

1 Q Do you remember if the Chos came to you to discuss a
2 letter that they received on September 8th from KOAM
3 Builders?

4 A No.

5 Q Or any other letter?

6 A Not with me. We did it by phone only.

7 Q You mean discussions --

8 A Call me to work again.

9 Q Mr. Cho?

10 A Yes, nothing further.

11 Q And I'm going to conclude with just a few more
12 questions.

13 You never had any deal with Mr. Chong to use
14 his -- you never had any deal with Mr. Chong to use
15 his contractor's registration card, correct?

16 MR. EDWARDS: Objection. That's
17 been asked and answered.

18 THE WITNESS: No.

19 Q (By Mr. Dickson) And you weren't an employee of KOAM
20 Builders for this job, were you?

21 A No.

22 Q And you haven't been an employee of KOAM Builders as
23 far as any job, correct?

24 A No.

25 Q Did the Chos, as far as you know, ever believe that

1 you were an employee of KOAM Builders?

2 A No.

3 Q Did you share any money you received from the Chos
4 with KOAM Builders?

5 A No.

6 Q To the best of your knowledge, did the Chos ever pay
7 any money to KOAM Builders?

8 A No.

9 Q At any time after June 7, 2006, did you contact the
10 Chongs and tell them you were using KOAM Builders'
11 name?

12 A No.

13 MR. DICKSON: I have no further
14 questions.

15 Oh, I do have this comment though. I want to say
16 there is still discovery to go in this case from at
17 least two parties, and I want to reserve further
18 depositions after investigation of that discovery.

19 MR. EDWARDS: Well, that's kind of
20 my position as well.

21 MR. PARK: Do you have any
22 follow-up?

23 MR. EDWARDS: I do. Hopefully
24 brief.

25 MR. PARK: Okay.

1 statement we could rely on.

2 Finally, I have something that which is
3 very important and I have to tell the Court.
4 This is regarding the plaintiff's, the
5 statement or direction of the plaintiff's
6 attorney.

7 The plaintiff's trial brief was handed
8 over to us when we were in the courtroom last
9 time, you know, the plaintiff's trial brief,
10 the contents of the trial brief and the
11 contents of plaintiff's response to response to
12 Department's motion for summary judgment was
13 almost identical.

14 He suggests, he put a number of evidence
15 there to show that the, you know, the
16 plaintiffs' statement were right. But, you
17 know, the facts that were supposed to prove,
18 but what they presented as evidence was quite
19 -- has nothing to do with the fact.

20 I respectfully request your Honor to
21 closely examine whether these statements and
22 the facts are consistent with each other with
23 one another. The statements made by Mr. Chang
24 and David Chong in their depositions, Mr. Chang
25 and David Chong's answers given in the

APPENDIX # 5

Exh 13



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General/Specialty Contractor

A business registered as a construction contractor with L&I to perform construction work within the scope of its specialty. A General or Specialty construction Contractor must maintain a surety bond or assignment of account and carry general liability insurance.

License Information	
License	DUKYOC*066BF
Licensee Name	DUK YOUNG CONSTRUCTION
Licensee Type	CONSTRUCTION CONTRACTOR
UBI	
Ind. Ins. Account Id	
Business Type	INDIVIDUAL
Address 1	34415 PACIFIC HWY S
Address 2	
City	FEDERAL WAY
County	KING
State	WA
Zip	98003
Phone	2538749866
Status	ARCHIVED
Specialty 1	GENERAL
Specialty 2	UNUSED
Effective Date	1/6/1994
Expiration Date	2/13/1996
Suspend Date	
Separation Date	
Parent Company	
Previous License	
Next License	CHANGC*044JT
Associated License	

Business Owner Information			
Name	Role	Effective Date	Expiration Date
CHANG, OK K	OWNER	01/01/1980	01/01/1980

Bond Information
No Matching Information

Savings Information
No Matching Information

Insurance Information

No Matching Information

Summons / Complaints Information

No Matching Information

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 A business registered as a construction contractor with L&I to perform construction work within the scope of its specialty. A General or Specialty construction Contractor must maintain a surety bond or assignment of account and carry general liability insurance.

License Information	
License	CHANGC*044JT
Licensee Name	CHANG'S CONSTRUCTION
Licensee Type	CONSTRUCTION CONTRACTOR
UBI	601656321 Verify Workers Comp Premium Status
Ind. Ins. Account Id	
Business Type	CORPORATION
Address 1	8012 S TACOMA WAY B11
Address 2	
City	TACOMA
County	PIERCE
State	WA
Zip	98499
Phone	2536613942
Status	ARCHIVED
Specialty 1	GENERAL
Specialty 2	UNUSED
Effective Date	4/30/1996
Expiration Date	4/30/1997
Suspend Date	
Separation Date	
Parent Company	
Previous License	DUKYOC*066BF
Next License	CHANGYC022OD
Associated License	

Business Owner Information			
Name	Role	Effective Date	Expiration Date
CHANG, YONG S		01/01/1980	01/01/1980

Bond Information
 No Matching Information

Savings Information

No Matching Information

Insurance Information

No Matching Information

Summons / Complaints Information

No Matching Information

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General/Specialty Contractor

A business registered as a construction contractor with L&I to perform construction work within the scope of its specialty. A General or Specialty construction Contractor must maintain a surety bond or assignment of account and carry general liability insurance.

License Information	
License	CHANGYC0220D
Licensee Name	CHANG-DUK YOUNG CONSTRUCTION
Licensee Type	CONSTRUCTION CONTRACTOR
UBI	601656321 Verify Workers Comp Premium Status
Ind. Ins. Account Id	0
Business Type	CORPORATION
Address 1	35002 PACIFIC HWY S #6
Address 2	
City	FEDERAL WAY
County	KING
State	WA
Zip	98003
Phone	2532293557
Status	EXPIRED
Specialty 1	GENERAL
Specialty 2	UNUSED
Effective Date	9/4/1998
Expiration Date	11/29/2003
Suspend Date	4/15/2002
Separation Date	
Parent Company	
Previous License	CHANGC*044JT
Next License	
Associated License	

Business Owner Information			
Name	Role	Effective Date	Expiration Date
CHANG, YONG S		01/01/1980	

Bond Information								
Bond	Bond Company Name	Bond Account Number	Effective Date	Expiration Date	Cancel Date	Impaired Date	Bond Amount	Received Date
#4	GULF INS CO	B32647863	10/18/2001	Until Cancelled	04/15/2002	07/01/2002	\$12,000.00	11/29/2001
#3	GRANITE STATE INS CO	22 28 63	09/04/1999	Until Cancelled	10/09/2001	07/05/2002	\$6,000.00	09/04/1999
	INDEMNITY INS CO							

#2	NORTH AMERICA	K06092020	09/04/1998	Until Cancelled	10/16/1999		\$6,000.00	
#1	FRONTIER INS CO	63536	04/30/1996	04/30/1997	05/08/1997		\$6,000.00	

Savings Information	
No Matching Information	

Insurance Information								
Insurance	Company Name	Policy Number	Effective Date	Expiration Date	Cancel Date	Impaired Date	Amount	Received Date
#5	FARMERS INSURANCE COMPANY	602222180	10/18/2001	10/18/2002				11/29/2001
#4	FARMERS INS EXCHANGE	602222180	08/23/2000	08/23/2001				
#3	OHIO CAS INS CO	52379919	09/04/1999	09/04/2000				
#2	OHIO CASUALTY	TBD	09/04/1998	09/04/1999				
#1	AMERICAN STATES INS CO	01CE04301010	04/30/1996	04/30/1997	02/22/1997			

Summons / Complaints Information												
Summons / Complaint	Cause Number	Tax Warrant Id	Plaintiff	County	Complaint Date	Complaint Amount	Judgement Date	Judgement Amount	Payment Date	Payment Amount	Dismissal Date	Paid By
#5	022153241		PLATEAU MECHANICAL	KING	05/22/2002	\$14,586.00	07/29/2002	\$17,190.88	07/01/2002	\$6,000.00		Bond
#4	022111734		ABBA BACKHOE & DOZING INC	KING	05/14/2002	\$11,153.80		\$0.00	07/01/2002	\$6,000.00		Bond
#3	022010784		NATIONAL CONCRETE CUTTING INC	KING	03/22/2002	\$1,697.00		\$0.00	07/05/2002	\$6,000.00		Bond
#1	022041183		NIEMAN GLASS CO	KING	02/13/2002	\$8,108.00		\$0.00		\$0.00		
#2	022035281		FOSTER-BRAY CO INC	KING	02/13/2002	\$596.00	03/13/2002	\$1,966.38	07/01/2002	\$6,000.00		Bond

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95-2-28774-3

#1	GULF INS CO	B34221414	04/29/2002	Until Cancelled	05/09/2003		\$6,000.00	05/16/2002
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Savings Information	
No Matching Information	

Insurance Information								
Insurance	Company Name	Policy Number	Effective Date	Expiration Date	Cancel Date	Impaired Date	Amount	Received Date
#1	AMERICAN STATES INS CO	01CG179191	04/25/2002	Until Cancelled			\$2,000,000.00	05/16/2002

Summons / Complaints Information	
No Matching Information	

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General/Specialty Contractor
 A business registered as a construction contractor with L&I to perform construction work within the scope of its specialty. A General or Specialty construction Contractor must maintain a surety bond or assignment of account and carry general liability insurance.

License Information	
License	SABUII*972LQ
Licensee Name	SABU INC
Licensee Type	CONSTRUCTION CONTRACTOR
UBI	602237578 Verify Workers Comp Premium Status
Ind. Ins. Account Id	
Business Type	CORPORATION
Address 1	15227 34TH DR SE
Address 2	
City	MILL CREEK
County	SNOHOMISH
State	WA
Zip	98012
Phone	4253571059
Status	EXPIRED
Specialty 1	CARPENTRY/FRAMING
Specialty 2	DEMOLITION
Effective Date	6/18/2003
Expiration Date	6/18/2005
Suspend Date	12/16/2003
Separation Date	
Parent Company	
Previous License	
Next License	SABUIII951PU
Associated License	

Business Owner Information			
Name	Role	Effective Date	Expiration Date
KIM, DAVID C	PRESIDENT	06/18/2003	
KANG, ESTHER	SECRETARY	06/18/2003	

Bond Information								
Bond	Bond Company Name	Bond Account Number	Effective Date	Expiration Date	Cancel Date	Impaired Date	Bond Amount	Received Date
#2	ACCREDITED SURETY & CAS CO	1008788	12/16/2003	Until Cancelled	12/29/2004	08/26/2005	\$6,000.00	01/02/2004
#1	GULF INS CO	B34230084	12/16/2002	Until Cancelled	12/22/2003		\$6,000.00	06/18/2003

Savings Information
No Matching Information

Insurance Information								
Insurance	Company Name	Policy Number	Effective Date	Expiration Date	Cancel Date	Impaired Date	Amount	Received Date
#1	CBIC	INSSE7826	12/16/2002	12/16/2003			\$1,000,000.00	06/18/2003

Summons / Complaints Information												
Summons / Complaint	Cause Number	Tax Warrant Id	Plaintiff	County	Complaint Date	Complaint Amount	Judgement Date	Judgement Amount	Payment Date	Payment Amount	Dismissal DateB	Paid y
#2	052093356		WALKER SPECIALTY CONSTRUCTION	SNOHOMISH	06/17/2005	\$1,170.00		\$0.00	08/26/2005	\$760.00		Bond
#1	052089391		DE/MAR INC	SNOHOMISH	06/08/2005	\$5,000.42		\$0.00	11/28/2005	\$3,240.00		Bond

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License Information	
License	KOAMBB*967NQ
Licensee Name	KOAM BUILDERS
Licensee Type	CONSTRUCTION CONTRACTOR
UBI	602421693 Verify Workers Comp Premium Status
Ind. Ins. Account Id	
Business Type	INDIVIDUAL
Address 1	4727 150TH PL SE
Address 2	
City	BELLEVUE
County	KING
State	WA
Zip	98006
Phone	4256530707
Status	ACTIVE
Specialty 1	GENERAL
Specialty 2	UNUSED
Effective Date	8/18/2004
Expiration Date	8/29/2008
Suspend Date	
Separation Date	
Parent Company	
Previous License	
Next License	
Associated License	

Business Owner Information

Name	Role	Effective Date	Expiration Date
CHONG, JESSIE C	OWNER	08/18/2004	

Bond Information

Bond	Bond Company Name	Bond Account Number	Effective Date	Expiration Date	Cancel Date	Impaired Date	Bond Amount	Received Date
#1	ACCREDITED SURETY & CAS CO	10022462	07/26/2004	Until Cancelled	09/02/2005		\$12,000.00	08/18/2004

Savings Information

Savings	Bank Name	Bank Branch Location	Assignment of Savings Number	Effective Date	Release Date	Assignment Type	Impaired Date	Amount	Received Date
#1	WASHINGTON MUTUAL BELLEVUE	3919 FACTORIA BLVD SE 98006	06710516071	07/22/2005	Until Released	Bond		\$12,000.00	7/22/2005

Insurance Information

Insurance	Company Name	Policy Number	Effective Date	Expiration Date	Cancel Date	Impaired Date	Amount	Received Date
#3	OHIO CAS INS CO	BH053240333	07/26/2006	07/26/2007			\$1,000,000.00	07/26/2006
#2	OHIO CAS INS CO	BH053240333	07/26/2005	07/26/2006			\$1,000,000.00	07/22/2005
#1	OHIO CAS INS CO	BH053240333	07/26/2004	07/26/2005			\$1,000,000.00	08/18/2004

Summons / Complaints Information

Summons / Complaint	Cause Number	Tax Warrant Id	Plaintiff	County	Complaint Date	Complaint Amount	Judgement Date	Judgement Amount	Payment Date	Payment Amount	Dismissal Date	Paid By
#2	062015565		CHO, TAE & JONG AMD	THURSTON	08/28/2006	\$35,000.00		\$0.00		\$0.00		

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License Information	
License	CHANGC*944N1
Licensee Name	CHANG'S CONSTRUCTION
Licensee Type	CONSTRUCTION CONTRACTOR
UBI	602504118_Verify Workers Comp Premium Status
Ind. Ins. Account Id	
Business Type	INDIVIDUAL
Address 1	33630 4TH AVE SW
Address 2	
City	FEDERAL WAY
County	KING
State	WA
Zip	98023
Phone	2538742795
Status	SUSPENDED
Specialty 1	GENERAL
Specialty 2	UNUSED
Effective Date	8/21/2006
Expiration Date	8/21/2008
Suspend Date	10/13/2006
Separation Date	
Parent Company	
Previous License	
Next License	
Associated License	

Business Owner Information			
Name	Role	Effective Date	Expiration Date
CHANG, OK KYONG	OWNER	08/21/2006	
CHANG, YONG SOK	OWNER	08/21/2006	

Bond Information	
No Matching Information	

Savings Information									
Savings	Bank Name	Bank Branch Location	Assignment of Savings Number	Effective Date	Release Date	Assignment Type	Impaired Date	Amount	Received Date
	PACIFIC	31827B PACIFIC HWY S							

#1	INTERNATL BANK	FEDRL WAY	760000018	08/21/2006	Until Released	Bond	11/08/2006	\$12,000.00	8/21/2006
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Insurance Information								
Insurance	Company Name	Policy Number	Effective Date	Expiration Date	Cancel Date	Impaired Date	Amount	Received Date
#1	NATIONWIDE MUTUAL INS CO	ACP7502341070	08/21/2006	08/21/2007			\$300,000.00	08/21/2006

Summons / Complaints Information												
Summons / Complaint	Cause Number	Tax Warrant Id	Plaintiff	County	Complaint Date	Complaint Amount	Judgement Date	Judgement Amount	Payment Date	Payment Amount	Dismissal Date	Paid By
#1	062015565		CHO, TAE & JONG	THURSTON	08/28/2006	\$35,000.00	10/13/2006	\$72,000.00	11/08/2006	\$6,000.00		Saving Account

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CHANG'S CONTRACTOR REGISTRATIONS/ASSOCIATED CONTRACTORS

Dates	Name	Individual	Termination
1/6/94 – 2/13/96	Duk Young Construction	Chang, Ok K.	Unknown – Too old
4/30/96 – 4/30/97	Chang's Construction	Chang, Yong S.	Unknown – Too old
9/4/98 – 4/15/02	Chang-Duk Young Construction	Chang, Yong S.	Suspended 4/15/02
5/16/02 – 5/9/03	JSL Construction	Lee, Jun Seung	Suspended 5/9/03
6/18/03 – 6/18/05	SABU, Inc.	Kim, David and Kang, Esther	Suspended 12/16/03
10/05? – 8/06?	KO-AM Builders	Chong, Jessie and David	
8/21/06 – 8/21/08	Chang's Construction	Chang, Ok & Chang, Yong	Suspended 10/13/06