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Supreme Court No. 90854-1

(Court of Appeals Division I, No. 70526-1-I)

SHANGHAI COMMERCIAL BANK LIMITED,

Respondent,

v.

KUNG DA CHANG,

Petitioner.

**RESPONDENT SHANGHAI COMMERCIAL BANK LIMITED'S
ANSWER TO PETITION FOR REVIEW**

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I. INTRODUCTION

In this debt collection case, Respondent Shanghai Commercial Bank Limited (“SCB”) obtained the recognition of a valid Hong Kong money judgment in King County Superior Court. SCB now respectfully requests that this Court deny the instant Petition for Review (the “Petition”) because none of the conditions set forth in the Rules of Appellate Procedure (“RAP”) 13.4(b) is met. The Hong Kong judgment at issue was properly recognized and is enforceable under Washington’s Uniform Foreign-Country Money Judgments Recognition Act (the “Uniform Act”), RCW 6.40A.

Petitioner Kung Da Chang (“KD Chang”) improperly conflates the merits of the Hong Kong case—which were fully litigated in Hong Kong—with the sole issue before this Court: whether the Hong Kong money judgment was properly recognized under the Uniform Act. The Uniform Act does not task Washington courts with re-litigating the merits of the foreign lawsuit that resulted in the judgment. The Uniform Act requires only that the foreign judgment was obtained in compliance with due process.

KD Chang’s Petition is entirely devoted to the due process implications of Hong Kong’s security-for-costs procedure, under which a nonresident plaintiff may be required to post a bond to secure any adverse

attorneys' fees ruling. (Hong Kong, like most of the world, does not observe the American Rule of the prevailing party bearing its own costs.) What the Petition fails to mention is the dispositive fact that **no security for costs was issued against KD Chang in the underlying action, HCA 806**. Both the Superior Court and the Court of Appeals found (1) that there was no costs order in HCA 806, and (2) the costs order in a parallel lawsuit had no bearing on HCA 806. KD Chang does not challenge these proper rulings, and that failure is fatal to the Petition. This is the wrong case through which to address due process implications of security-for-costs procedures, for there simply was not a costs order in the at-issue Hong Kong lawsuit, HCA 806.

As appropriately found by the trial court and affirmed by the Court of Appeals, the at-issue Hong Kong judgment fully complies with the requirements of due process because: (1) the relevant security-for-costs procedure was not invoked in the case that produced the at-issue judgment; and (2) said procedure is nearly identical to Washington's costs procedure. No American court has *ever* taken issue with *any* aspect of Hong Kong's due process protections, as evidenced by the unanimous federal and state court decisions recognizing the adequacy of due process in Hong Kong forums and the legitimacy of Hong Kong judgments.

This debt collection case does not raise constitutional issues. As

courts across the United States have held, the British Rule of “loser pays,” combined with the British tradition of requiring an out-of-jurisdiction claimant to post security, does not conflict with due process. KD Chang’s arguments are without merit and the Petition should be denied.

II. STATEMENT OF THE CASE

A. Hong Kong Procedural History

The only facts relevant here are those involving the *process* of litigating the Hong Kong lawsuit. The underlying facts that were the subject of the Hong Kong lawsuit are not relevant because in recognizing a foreign judgment, Washington courts are not tasked with re-litigating and reconsidering the factual merits of the underlying judgment. *See* RCW 6.40A.030. Moreover, most of the purported “facts” KD Chang sets out in the Petition at 3–5 are unsubstantiated accusations of fraud and wrongdoing—accusations that were fully litigated and rejected by the courts in Hong Kong.

In 2009, three separate lawsuits were filed in Hong Kong between the Chang family and SCB. High Court Action No. 806/2009 (“HCA 806”) resulted in the at-issue Hong Kong judgment. HCA 806 was simply a claim to collect an unpaid loan.¹ KD Chang obtained this loan from SCB for the purpose of repaying certain indebtedness he owed to another

¹ Declaration of Donny Siu Keung Chiu in Support of Petitioner’s Motion for Summary Judgment (“Chiu Dec.”) ¶ 3. Clerk’s Papers (“CP”) 28.

bank—the Bank of East Asia, Limited (“BEA”)—in connection with certain securities trades he had undertaken through BEA.² SCB is not affiliated with BEA.³ All of the alleged losses KD Chang claims to have suffered were from investment products bought from BEA, not from SCB.⁴

Action No. 805/2009 (“HCA 805”) was filed by SCB to enforce a defaulted debt obligation against Grant Chang and Ching-Ho Chang, neither of whom is a party to this litigation.⁵ In Action No. 1996/2009 (“HCA 1996”), KD Chang and his father Clark Chang were the plaintiffs, claiming fraud and violations of securities laws against SCB and BEA.⁶

Hong Kong courts, like most British-based legal systems, require a losing plaintiff to pay the winning defendant’s attorneys’ fees and the Hong Kong rules of civil procedure allow a defendant to petition the court to order a nonresident plaintiff to post security for the possible costs of the litigation.⁷ In response to the plaintiff Changs’ claims in HCA 1996, and pursuant to the Hong Kong Rules of the High Court Order 23, defendant

² Chiu Dec. ¶ 6. CP 29.

³ *Id.*

⁴ *Id.*

⁵ Chiu Dec. ¶ 2. CP 28.

⁶ Chiu Dec. ¶ 9, Ex. D. CP 30, 117.

⁷ *See* Hong Kong Rules of the High Court, Cap. 4A o.23, r. 1(1); Chiu Dec. ¶ 11, Ex. H. CP 31, 246.

SCB applied for security for costs in that proceeding.⁸ **No such application was made in HCA 806, the lawsuit that resulted in the judgment that is the subject of this litigation.**⁹ In HCA 805, only the *other* defendant—BEA—applied for security for costs in response to the Changs’ counterclaims.¹⁰

The Hong Kong (and British) security-for-costs procedure prevents nonresident plaintiffs from avoiding payment of the winning defendant’s attorneys’ fees in the event of a post-trial award of costs against plaintiffs. An order for such security for costs may be appealed—an option that KD Chang chose not to pursue in HCA 1996—bearing in mind there was not a costs order in the at-issue case, HCA 806.¹¹ Failure to post security for costs results only in dismissal of the subject claims.¹² Because the Changs advanced identical arguments in their claims in HCA 1996 and their counterclaims in HCA 805, the two petitions for costs were heard together.¹³ The Honorable Justice Poon granted oral argument for all parties over two days: February 17, 2011 and May 3, 2011.¹⁴ On May 17,

⁸ Chiu Dec. ¶ 12. CP 31.

⁹ *Id.*

¹⁰ Chiu Dec. Ex. I at 6–7. CP 251.

¹¹ Chiu Dec. ¶ 14. CP 32.

¹² *See* Hong Kong Rules of the High Court, Cap. 4A, o.2, r. 1(2) (stating that the effect of non-compliance with court rules is that the court may, on terms it believes are just, “set aside either wholly or in part the proceedings in which the failure occurred”); Chiu Dec. ¶ 15, Ex. M. CP 32-33, 284.

¹³ Chiu Dec. ¶ 8, Ex. C. CP 29, 46.

¹⁴ Chiu Dec., Ex. I at 2. CP 249.

2011, he issued a 15-page opinion detailing his analysis of the relevant factors, granting security for costs against the Changs in favor of SCB and BEA in HCA 1996, and granting security for costs against the Changs in favor of BEA for the counterclaims in HCA 805. *Id.* **Security for costs was neither sought nor awarded in HCA 806, the lawsuit that resulted in the Hong Kong judgment that was recognized by the King County Superior Court and that is the sole subject of this lawsuit.**

Rather than post security and pursue their claims in HCA 1996 and 805, the Changs decided to abandon them. On June 1, 2011, the Hong Kong court held another hearing in which it issued an “unless order,” requiring payment of the previously-ordered security for costs by June 15, 2011.¹⁵ This order expressly warned KD Chang that unless he paid the security for costs, his claims in HCA 1996 would be dismissed.¹⁶ This “unless order” had no effect on the counterclaims KD Chang asserted in HCA 806 because SCB had not sought security for costs in HCA 806.¹⁷ June 15 passed without security being posted by KD Chang. Accordingly, on June 21, 2011, the Hong Kong court entered a third order dismissing KD Chang’s claims in HCA 1996.¹⁸ **This had no effect on HCA 806, and in particular had no effect on KD Chang’s ability to defend that**

¹⁵ Chiu Dec. ¶ 13, Ex. J. CP 31-32, 265

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ Chiu Dec. ¶ 13, Ex. F. CP 31-32, 211

action or pursue counterclaims asserted in that action.¹⁹

Nonetheless, for reasons unclear to SCB, and never revealed by the Changs, the Changs opted not to appear at trial for HCA 806.²⁰ After considering all of the evidence, the Hong Kong Court entered judgment in HCA 806 against KD Chang.²¹ This was not a default judgment.²² The Changs had vigorously defended against SCB's claims through responsive pleadings and a series of witness statements (verified by statements of truth), and had also presented counterclaims. *Id.* The judgment was based on the pleadings and lengthy witness statements submitted by **both** parties, which witness statements are the principal form of testimony in a Hong Kong proceeding.²³

B. Washington Procedural History

On June 20, 2012, pursuant to RCW 6.40A.050, SCB filed a petition seeking recognition of the Hong Kong judgment rendered in HCA 806. On December 12, 2014, KD Chang filed his Amended Response, Affirmative Defenses, and Counterclaims. On May 10, 2013, SCB moved for summary judgment.²⁴ On June 6, 2013, the trial court granted SCB's

¹⁹ *Id.*

²⁰ Chiu Dec. ¶ 10. CP 30-31

²¹ *Id.*

²² Chiu Dec. ¶ 8. CP 29-30.

²³ Chiu Dec. ¶ 10. CP 30-31.

²⁴ CP 1.

motion for summary judgment.²⁵ On July 31, 2013, SCB moved for entry of partial final judgment based on the trial court's order granting summary judgment. On August 9, 2013, the trial court granted the motion and entered final judgment against KD Chang. The Court of Appeals affirmed the trial court's decision on August 25, 2014 (the "Opinion"). On September 24, 2014, KD Chang filed the instant Petition for Review.

III. ARGUMENT

KD Chang argues two grounds for this Court to accept review: (1) that the act of recognizing of the Hong Kong judgment at issue somehow implicates the United States and Washington Constitutions; and (2) that Hong Kong's security-for-costs procedure somehow implicates Washington's public policy.

A. Review Should Not Be Granted Because No Constitutional Issues Are Implicated

1. There Was No Security for Costs in the Hong Kong Judgment Being Enforced in Washington

KD Chang's constitutional arguments revolve around the supposed impropriety of Hong Kong's security-for-costs procedure. But it is undisputed that no request for security for costs was made and no security for costs was ordered against KD Chang in HCA 806, the lawsuit that

²⁵ Order Granting Petitioner's Motion for Summary Judgment at 1:20-25. CP 1481.

produced the judgment that is the subject of the instant case.²⁶ Security for costs was ordered in the separate proceedings HCA 1996 and 805, but neither of those cases was the basis for the judgment that SCB sought recognition of in King County Superior Court.

KD Chang glosses over this dispositive fact.

And in his Petition, KD Chang abandons the argument he attempted to make below—that somehow the security for costs order in *one* case prevented him from asserting his counterclaims in *another* case. The Court of Appeals (Opinion at 1, 5–6) and the Superior Court squarely rejected that argument, in large measure because KD Chang presented no evidence to support the assertion—not even his own declaration. In short, the argument is unsupported by any evidence in the record. *See Byrne v. Cooper*, 11 Wn. App. 549, 553, 523 P.2d 1216, 1219 (1974) (foreign law must be proved by a qualified expert affidavit).

Moreover, even if, by some stretch of imagination, a security-for-costs order in one proceeding could influence the ability to continue *counterclaims* in another proceeding, KD Chang does not assert—because it would not be true—that it influenced his ability to *defend against SCB's claims, which claims led to the judgment that is the subject of this case.*

Because KD Chang failed to present any admissible facts that

²⁶ Chiu Dec., Ex. I at 2. CP 249.

support his assertion (apparently abandoned in the Petition) that the security for costs ordered in HCA 1996 has any bearing on the judgment that is the subject of this litigation, the constitutionality of the security-for-costs procedure in Hong Kong is simply not germane to the instant Petition.

2. No Constitutional Issues Arise Because the Action KD Chang Challenges Is Not State Action

Putting aside the dispositive fact that no security-for-costs was ordered in the underlying lawsuit at issue, no constitutional issues can arise because the action KD Chang challenges is the action taken by the Hong Kong court, which does not constitute state action. As the Ninth Circuit recently held, it is inappropriate to apply U.S. constitutional scrutiny to a foreign court's reasoning in the foreign judgment recognition context, because the foreign court's actions are not domestic state actions. *Naoko Ohno v. Yuko Yasuma*, 723 F.3d 984, 993 (9th Cir. 2013) (holding that recognizing and enforcing a foreign judgment "does not transform the foreign court's ruling into domestic 'state action' subject to constitutional scrutiny."). KD Chang's argument that recognition and enforcement of a foreign judgment constitutes state action is inapposite because his challenge is to the security for costs ordered by the Hong Kong court (in another action), not to the act of recognition taken by the Washington

courts. Without state action, KD Chang does not have a viable Fourteenth Amendment claim, and no constitutional issues are implicated. *Kennebec, Inc. v. Bank of the W.*, 88 Wn.2d 718, 726, 565 P.2d 812, 816 (1977).

3. Washington Has an Almost Identical Security-for-Costs Procedure Which Fully Complies with Requirements of Due Process

As the Court of Appeals correctly observed, the security-for-costs procedure under Hong Kong law is virtually identical to a procedure that exists under Washington law. Opinion at 7; RCW 4.84.210 (allowing court to order security for costs, including attorneys' fees, against non-residential plaintiff). Just as in Washington, Hong Kong Rules of the High Court Order 23 rule 1(1) provides that, upon application of the defendant, if the court finds "that the plaintiff is ordinarily resident out of the jurisdiction ... then if, having regard to all the circumstances of the case, the Court thinks it just to do so, it may order the plaintiff to give such security for the defendant's costs of the action or other proceedings as it thinks just."²⁷

The virtually identical nature of Washington's and Hong Kong's procedures is manifest, as are the policy justifications behind them. While a resident plaintiff may have its property attached or wages garnished upon failure to pay an adverse award of costs, a nonresident plaintiff

²⁷ Chiu Dec. ¶ 11, Ex. H. CP 31, 246.

typically has no property in the jurisdiction. Absent posting security for costs, such a nonresident plaintiff who seeks to avail itself of the forum may not readily pay an adverse award of attorneys' fees. This forces a prevailing defendant (who has already been burdened with defending the litigation) to first determine where the foreign plaintiff has assets, and then file a separate lawsuit in that location solely for the purpose of obtaining recognition of a post-trial award for costs. By requiring foreign plaintiffs to put their assets at stake, the security-for-costs procedure secures enforcement of a prospective award of attorneys' fees, discourages forum shoppers from initiating spurious litigation in the forum court, and puts foreign plaintiffs on the same footing as resident plaintiffs.

Applying this reasoning, Washington courts have upheld the dismissal of foreign plaintiffs' claims when plaintiffs fail to post security for prospective attorneys' fees. See *White Coral Corp. v. Geyser Giant Clam Farms, LLC*, 145 Wn. App. 862, 867–69, 189 P.3d 205 (2008) (affirming trial court's dismissal of action upon failure of foreign plaintiff to post \$125,000 security for costs for defendants' prospective attorneys' fees).

This disposes of KD Chang's misguided Privileges and Immunities Clause argument. Petition at 15. In any event, classifications based on residency are distinct from classifications based on nationality and

alienage, which merit strict scrutiny. Rather, “when confronted with a challenge under the Privileges and Immunities Clause to a law distinguishing between residents and nonresidents, a State may defend its position by demonstrating that (i) there is a substantial reason for the difference in treatment; and (ii) the discrimination practiced against nonresidents bears a substantial relationship to the State's objective.” *Lunding v. New York Tax Appeals Tribunal*, 522 U.S. 287, 298, 118 S. Ct. 766, 774 (1998). **If** there had been a security for costs order in HCA 806, the two requirements for distinguishing between residents and nonresidents are satisfied because the security-for-costs procedure serves the salutary purpose of preventing nonresidents from avoiding payment of a judgment against them for attorneys’ fees.

4. Security-for-Costs Statutes Are Uniformly Approved in Courts Across the United States

KD Chang argues that security-for-costs statutes are “archaic and unnecessary.” Petition at 13. In support of this assertion, KD Chang offers only a law review article, which does not argue that requiring security for costs is inappropriate or unconstitutional. Petition at 14. KD Chang’s argument is directly contradicted by multiple federal court decisions that explicitly hold that a security-for-costs procedure comports with modern notions of due process. Specifically, when considering the

suitability of a foreign forum, which inquiry turns on the same considerations of adequate due process, federal courts regularly hold that “the imposition of a bond to secure the payment of attorneys’ fees and court costs does not make [a foreign country] an inadequate forum.” *Tjontveit v. Den Norske Bank ASA*, 997 F. Supp. 799, 807 (S.D. Tex. 1998); *see also Mercier v. Sheraton Int’l, Inc.*, 981 F.2d 1345, 1353 (1st Cir. 1992), *cert. denied*, 508 U.S. 912 (1993) (finding no due process issue arising from a cost-bond procedure); *Overseas Partners, Inc. v. PROGEN Musavirlik ve Yonetim Hizmetleri, Ltd. Sikerti*, 15 F. Supp. 2d 47, 55 (D.C.Cir. 1998) (requirement that foreign plaintiffs deposit cost bond of ten percent of the amount at issue did not render Turkey an inadequate forum).

Federal courts generally do not find due process issues where a foreign country imposes significant deposits to pursue claims. *See Nai-Chao v. Boeing Co.*, 555 F. Supp. 9, 16 (N.D. Cal. 1982), *aff’d sub nom. Cheng v. Boeing Co.*, 708 F.2d 1406 (9th Cir. 1983), *cert. denied*, 464 U.S. 1017 (1983) (rejecting argument that Taiwan is not an adequate forum because the Chinese courts require payment of a filing fee of one percent of the claim, and an additional fee of one-half percent is required for each appeal); *see also Wien Air Alaska Inc. v. Brandt*, 273 F.3d 1095 (5th Cir. Sept. 5, 2001) (Germany is an adequate forum, despite a filing

fee of one percent of the total recovery sought). In short, American courts have long recognized that a security-for-costs procedure does not violate due process.

Finally, weight must be given to the decisions of the courts of other states that have adopted the Uniform Act, because the Uniform Act requires that Washington courts follow the lead of other states' courts. *See* RCW 6.40A.900 (“consideration must be given to the need to promote uniformity of the [Uniform Act] with respect to its subject matter among states that enact it.”). Of course, Washington courts should not sacrifice constitutional protections for the sake of uniformity. But when other states that have adopted the Uniform Recognition Act recognize Hong Kong judgments after scrutinizing its judicial system, Washington courts are required by the Uniform Act to do likewise. Such is the case here.

In *Chong v. Superior Court*, 58 Cal. App. 4th 1032 (1997), the losing party in a Hong Kong lawsuit, like KD Chang here, attempted to evade recognition of the judgment under California's Uniform Foreign-Country Money Judgments Recognition Act. The California Court of Appeals rejected the losing party's attempt to blur the lines between the British-based courts of Hong Kong and the courts of China, holding that “[t]he impartiality of the Chinese courts in general is not at issue, and as discussed above, the assumption that Hong Kong courts will not be

impartial is unsupported. HBZ can enforce a judgment rendered by a Hong Kong court.” *Id.* at 1038–39.

5. The Hong Kong Security-for-Costs Procedure Does Not Implicate the Right of Access to the Courts Because It Requires Courts to Consider the Possibility that a Claim Will Be Stifled

The Hong Kong court imposed security for costs in HCA 1996 and 805 after explicitly considering whether such a requirement would stifle the Changs’ claims and counterclaims.²⁸ The Hong Kong court arrived at the amount of the security after a two-day hearing resulting in a 15-page judicial opinion.²⁹ The Hong Kong court rejected the Changs’ argument that posting security could potentially stifle their claims, holding that the Changs’ contention of not having the financial means to post the security “does not sit well with the fact that they had already spent more than HK\$4 million [approximately USD \$515,000] on the litigation and apparently have no difficulty in continuing with them”³⁰ and that “apart from bare assertions, none of the Changs has adduced any satisfactory proof, such as bank statements, to make good their claim.”³¹ The Hong Kong court thus made a *factual* finding that KD Chang’s claims would not

²⁸ Chiu Dec., Ex. I at 9. CP 256.

²⁹ Chiu Dec. ¶ 12, Ex. I. CP 31, 248-263.

³⁰ The Hong Kong court ordered the Changs to pay HKD \$3 million [approximately USD \$387,000] to secure SCB’s potential costs—which is HKD \$1 million less than what the Changs had already spent on the litigation. Chiu Dec., Ex. I at 15. CP 262.

³¹ Chiu Dec., Ex. I at 12–13. CP 259-260.

be stifled and found, as a matter of law and fact, that his due process rights were not violated. These findings were based, in part, on KD Chang's refusal to provide evidence to the court that he had insufficient assets to post security for costs. As the King County Superior Court recognized, it was *not* as if he presented such evidence and the Hong Kong court declined to consider it. CP at 59:20–60:14.

The Hong Kong procedure requires its courts to consider whether an individual's right of access to the courts will be stifled by a security for costs and thus fully satisfies due process in that regard. And because that factual inquiry was made in this case—as evidenced by the Hong Kong court's lengthy written opinion—KD Chang's claim that due process was not observed must fail.³²

B. Review Should Not Be Granted Because No Issues of Substantial Public Interest Are Implicated

1. The Recognition of Hong Kong Judgments Accords with Washington Public Policy

That KD Chang lost on the merits of his case in Hong Kong is not grounds to find that the judgment is contrary to public policy. Washington courts have held that “the public policy of the state of Washington is not violated simply because there is a difference between the laws of a foreign state and this state.” *Tonga Air Services, Ltd. v. Fowler*, 118 Wn.2d 718,

³² Chiu Dec., Ex. I at 9. CP 256.

736, 826 P.2d 204 (1992). “The inquiry of this court in applying the [Uniform Act] is to ensure that before a foreign judgment may be enforced in this state, the judgment needs to have been arrived at in the application of basic standards of fairness.” *Id.*

The final judgment in HCA 806 could not be any more ordinary: an investor took out a loan to gamble on a risky investment vehicle that did not pan out, and subsequently defaulted on the loan. The Hong Kong court, despite KD Chang’s refusal to appear personally for trial, read and considered *all* the witness statements delivered by both parties in advance of the trial date³³—the same evidence that would have been presented if KD Chang had appeared. KD Chang can present no arguments—legal or otherwise—that suggest the final judgment in HCA 806 is anything other than a properly adjudicated judgment on the merits that warrants recognition under Washington law.

2. The Integrity of Hong Kong Courts Cannot Be Impugned

KD Chang asserts that the Hong Kong courts awarded security for costs *because* “the banks’ reputation is at stake.” Petition at 19. This is an egregious mischaracterization of the court’s order granting security for costs, as the Court of Appeals found. Opinion at 7–8. When read in context, it is obvious that the snippet selected by KD Chang shows no

³³ See, e.g., Chiu Dec., Exs. G, N. CP 215, 287.

favoritism. The Hong Kong court was merely stating the obvious: “[g]iven the enormous size of the claims and counterclaims and the fact that the banks’ reputation is at stake, heavy involvement of experienced counsel is inevitable” and thus high litigation fees should be expected.³⁴ The court showed no favoritism to SCB.

KD Chang fails to point to any evidence that remotely suggests the HCA 806 proceeding was not a full adjudication that he lost on the merits. While KD Chang has made it abundantly clear that he disagrees with the outcome of HCA 806, neither his disagreement nor his unsubstantiated allegations of favoritism call into question the integrity of the Hong Kong court that rendered the decision in HCA 806. KD Chang borrowed large amounts of money from SCB. After submitting all his evidence, including detailed witness statements, and even though there was no costs order in HCA 806, KD Chang chose not to appear at trial. KD Chang’s attempt to shift responsibility for his actions by impugning the integrity of the Hong Kong court is unfounded.

IV. CONCLUSION

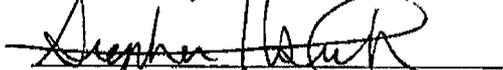
The instant case concerns the recognition of a simple money judgment from a jurisdiction that has produced judgments uniformly recognized and enforced by U.S. courts. Though KD Chang has attempted

³⁴ Chiu Dec., Ex. I at 14:C-E. CP 261.

to couch his dissatisfaction with the Hong Kong judgment in terms of broad constitutional challenges, the case before this Court remains a straightforward application of the Uniform Act—especially given the absence of a costs order in the at-issue lawsuit, HCA 806.

For the foregoing reasons, Respondent Shanghai Commercial Bank Limited respectfully requests that the Court deny KD Chang's Petition for Review.

Respectfully submitted this 24th day of October, 2014.



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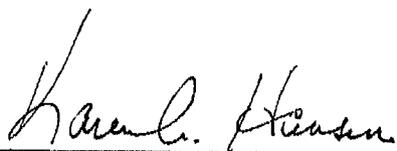
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CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury under the laws of the State of Washington that on October 24, 2014, I caused a true and correct copy of the foregoing **RESPONDENT SHANGHAI COMMERCIAL BANK LIMITED'S BRIEF IN RESPONSE TO PETITION FOR REVIEW** to be served on the following in the manner indicated:

<p>John J. Tollefsen, WSBA No. 13214 Frank S. Homsher, WSBA No. 26935 Chris Rosfjord, WSBA No. 37668 Tollefsen Law PLLC 2122 164th Street SW, Suite 300 Lynnwood, WA 98087-7812 Tel: 425.673.0300 Fax: 425.673.0300 Email: john@tollefsenlaw.com Email: frank@tollefsenlaw.com Email: chris@tollefsenlaw.com Attorneys for Petitioner</p>	<p><input checked="" type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via U.S. Mail <input type="checkbox"/> Via Facsimile</p>
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Cc: Hsieh, Stephen
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From: Hansen, Karen [mailto:Karen.Hansen@dlapiper.com]
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IN THE SUPREME COURT OF THE STATE OF WASHINGTON
Supreme Court No. 90854-1
(Court of Appeals Division I, No. 70526-1-I)

SHANGHAI COMMERCIAL BANK LIMITED, Respondent, v. KUNG DA CHANG, Petitioner.

Attached for filing in .pdf form pursuant to the Supreme Court's Protocols for Electronic Filing is:

RESPONDENT SHANGHAI COMMERCIAL BANK LIMITED'S ANSWER TO PETITION FOR REVIEW

Thank you.

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