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IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION 1

In Re:)	
)	
ANDREA CHEN,)	Case No. 63218-3-1
)	
)	Appellant
)	
)	Plaintiff
)	Contesting and Appeal of the ruling of the
)	Honorable Steven Gonzalez
v.)	
)	
STATE FARM BANK,)	
)	
)	Respondent
)	APPELLANT'S OPENING BRIEF
)	
)	Defendant
)	
)	

Andrea Chen
5112 189th Ave N.E
Redmond, WA 98074
Tel: (206) 347-3588

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2

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4

5 A. It was error for the trial court to Deny Andrea Chen’s summary judgment and

6 awarded State Farm Bank’s summary judgment without a fair trial.

7 B. It was error for the trial court to awarded State Farm Bank made false documents

8 to Washington state license Department.

9 C. It was injustice for trial court deny Appellant’s damage claim under consumer

10 protection act.

11 D. It was injustice for the trial court to award the attorney fee.

12

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TABLE OF AUTHORITIES

1 STATE CASES

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3 COURT RULES

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10
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12
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14
15 The Discovery Rule

16
17
18 **I. ASSIGNMENT OF ERROR**

- 19
- 20 1. Did the Trial Court error to rule in favor of defendant's summary judgment by barred
- 21 and denying Plaintiff's summary judgment motion under "statute of limitation".
- 22
- 23 2. Did the Trial Court error to rule in favor of defendant's summary judgment in
- 24 disregarding the fact of Plaintiff was not even the borrower with Defendant.
- 25 3. Did the Trial Court error to rule with summary judgment in disregards to the
- 26
- 27

1 Defendants illegally made a false statement to Washington License Department
2 ("WADOL") which caused WADOL re-issued second certificate of ownership to
3 defendant.

- 4 4. Did the Trial Court error in ruling of summary judgment in disregarding disputes of car
5 loan incurred between Plaintiff and Defendant.
6 5. Did the Trial Court error to award the attorney fee for defendant with final judgment.
7 6. Did the Trial Court error to dismiss Plaintiff's counterclaim of summary judgment by
8 "statute of limitation".
9

10
11 **II STATEMENT OF THE CASE**
12

- 13 1. On before about May 7,2002, Appellant/Plaintiff represented Safety-Touch & Javithon
14 Inc ("STJ") signed a Promissory note and Security Agreement with "SFB". And after
15 that day, SFB found this car would be purchased from Canadian dealer (Auto West
16 BMW- Address: 13270 Smallwood Place, Richmond, B.C. Canada V6V 1W8) and the
17 car would also be used in Canadian area. SFB's representative told to STJ's president
18 of Mr. Hy Chen ("Hy") that SFB's policy had no authorization to process any loan in
19 different country of Canada. At that circumstance SFB then required cancelled and
20 revise the loan under non-security loan, which both parties of STJ and SFB agree to
21 that loan was borrowed by STJ. And STJ was the only borrower without lien neither
22 registered in Canadian Motor Vehicle Department nor WADOL. (Hy Decl.page 19,
23 Andrea Decl.page 16)
24
25
26
27

1 2. On about middle of 2002, STJ sold this BMW car to Appellant/Plaintiff of Andrea under
2 her personal own which a payment of trade with Andrea's sales Canadian commission
3 owed by STJ, after that time Appellant/Plaintiff decided to imported this car into USA
4 under her ownership and paid all the fee including import duty with entrance fee to
5 USA's Custom. **(Andrea Decl.page 18, Hy Decl,page 19)**

6
7 3. On date of August 15, 2002,Appellant/ Plaintiff completed imported the car from
8 Canada and fully registered and owned a Vehicle certificate of ownership
9 #0314022806 which issued by Washington Licensing Department ("WADOL") at
10 08/15/2002 for clean title without any other legal owner or any security interest claim or
11 claim from others.

12
13 A copy is attached as **(Andrea Decl.page 19, Hy Decl.page 20,)**

14
15 4. During the first day issued a Vehicle certificate of ownership #0314022806 by
16 Washington Licensing Department ("WADOL") till now, this original of ownership
17 always in Appellant possession and never be stolen or lost. **(Andrea Decl.page 18)**

18
19 5. On date of February 5, 2004, the 19 months of 627 days after the date for
20 Appellant/Plaintiff had been owned certification of ownership by Washington Licensing
21 Department of #0314022806 **(Exhibit B1-1)**, SFB's employee / representative Mr. Dan
22 Hinkle* presented a false documents and forged Andrea Chen's signature of the
23 "Vehicle Title Application" and "Affidavit of Loss Release of Interest" which deceived to
24 WADOL that Plaintiff lost original title at 02-05-2004 and required WADOL to replace
25 the new certification of ownership. The new certification of ownership #0404249743
26
27

1 was not only replaced old one of #0314022806 but added SFB as an legal owner by
2 illegal false documents **(Exhibit E2-2)**,

- 3
4 6. On same date of February 5,2005, Respondent / Defendant's employee /
5 representative Mr. Jason Leibfried* also made a false notarize documents of " Vehicle
6 title Application" and "Affidavit of Loss Release of Interest" to Washington Licensing
7 Department by his lie for Plaintiff had signed documents in front of him for a notary
8 public at Wisconsin State. **(Exhibit D2-2)**

9
10
11 * As Appellant/ Plaintiff's first set of interrogatories stated that Mr. Dan Hinkle & Jason
12 Leibfried are M&I Bank employee, both of them supplied loan service for Defendant,
13 but they signed false documents behalf of State Farm Bank with benefit to SFB.

14 **(Andrea Decl,pag18)**

- 15
16
17 7. During the re-issued process, none of person from SFB or related parties consented to
18 Appellant/Plaintiff or loan borrower of STJ. **(Hy Decl,page 19 , Andrea Decl. page18)**

- 19
20 8. On date of December 22,2005, STJ filed Chapter 11 petition of case # 04-26135 SJS
21 and was converted into Chapter 7 at December 2006, STJ had stopped to pay SFB's
22 none security loan.

- 23
24 9. After file petition from Bankruptcy Court, SFB had been informed to file a Proof of
25 claim to Bankruptcy Court of case # 04-26135 SJS but result was useless.**(Hy**
26

1 **Decl,page 20)**

2

3 10. On about May of 2006, Appellant / Plaintiff finally found that SFB's illegal action and

4 immediately presented an lawsuit with serviced the complaint and summon to SFB, at

5 that circumstance, SFB immediately to file collection action to STJ not to Appellant by

6 phone instead of claimed their insecurity debt into the Bankruptcy Court.**(Hy**

7 **Decl,page 20,)**

8

9 11. On September 17, 2007, SFB filed this collection action to STJ and filed "Notice of

10 Motion for Relief from Stay or The Alternative for Adequate protection" which is

11 wrongful action because this car was never listed under Debtor Bankruptcy estate.

12 STJ have also informed the Chapter 11 Trustee Ms. Debora Crebble for this mistake.

13 **(Andrea Decl,page 18)**

14

15 12. On October 31, 2007, SFB withdraw their motion against STJ of "Notice of Motion for

16 Relief from Stay or The Alternative for Adequate protection" from Bankruptcy Court.

17

18 13. On May 2, 2008, SFB filed in second time to required "relief from stay", which

19 Bankruptcy Court have issued relief and leave this case could continuing in this King

20 County Superior Court. **(Hy Decl,page 20, Andrea Decl,page 17)**

21

22 14. On May 6, 2008, Plaintiff filed summons and complaint to Trial Court.

23

24 15. Plaintiff would never purchase a car from any party if I knew SFB was legal owner for

25 this car. **(Andrea Decl,page 18)**

1 **III. ARGUMENT**

2 **1. This is definite a error for Trial Court**

3
4 **a. This Court error denied Plaintiff's summary judgment and with the reason of Appellant/Plaintiff should not be barred under "statute of limitation".**

5 Although the "Statue of Limitation "and "Limitation of Action" enacted in many categories such
6 as:

- 7 1. RCW 4.16.040 for - Contracts: Written, 6 years; Oral, 3 years.
8 2. RCW 4.16.100 for libel slander or false imprisonment: action limited to two years.
9 3. RCW 4.16.080(2)(4) -- " fraud for 3 year of injury to personal Property"
10 4. RCW 19.86.090 -- "consumer protection Act for 4 years"

11 Pursuing Washington's "Limitation of Action" and "Statute of limitations" as read as below:

- 12 1. RCW 4.16.040, An action upon a contract in writing,

13 Actions limited to six years.

14 The following actions shall be commenced within six years:

15 (1) An action upon a contract in writing, or liability express or implied arising out of a
16 written agreement.

17 (2) An action upon an account receivable. For purposes of this section, an account
18 receivable is any obligation for payment incurred in the ordinary course of the claimant's
19 business or profession, whether arising from one or more transactions and whether or
20 not earned by performance.

21 (3) An action for the rents and profits or for the use and occupation of real estate.

- 22 2. RCW 4.16.080(2)(4) -- " fraud for 3 year of injury to personal Property"

23 Actions limited to three years.

24 The following actions shall be commenced within three years:

25 (2) An action for taking, detaining, or injuring personal property, including an action for the
26 specific recovery thereof, or for any other injury to the person or rights of another not
27 hereinafter enumerated;

1 (4) An action for relief upon the ground of fraud, the cause of action in such case not to be
2 deemed to have accrued until the discovery by the aggrieved party of the facts constituting
3 the fraud;

4
5 3. RCW 62A.3-118 (g) 'Statute of limitations'.

6
7 (g) Unless governed by other law regarding claims for indemnity or contribution, an
8 action (i) for conversion of an instrument, for money had and received, or like action
9 based on conversion, (ii) for breach of warranty, or (iii) to enforce an obligation,
10 duty, or right arising under this Article and not governed by this section must be
11 commenced within three years after the cause of action accrues.

12
13 4. The Discovery Rule

14 Sometimes it is not reasonably possible for a person to discover the cause of an injury, or
15 even to know that an injury has occurred, until considerably after the act which causes the
16 injury. For example, an error in the drafting of a will might not be noticed until the will is
17 being executed, decades after it was drafted, or a financial planner's embezzlement might
18 not be noticed for years due to the issuance of false statements of account.

19 When it applies, the "discovery rule" permits a suit to be filed within a certain period of
20 time after the injury is discovered, or reasonably should have been discovered

21 **In this Plaintiff's summary judgment motion, which should be applied for "The**
22 **statute of limitations for a fraud claim" is three years from the time the cause of**
23 **actions accrues RCW 4.16.080(4). Washington follows the discovery rule: A cause**
24 **of action does not accrue until the plaintiff knew or should have known the**
25 **essential elements of his or her cause of action RCW 4.16.080(4); Green v. A.P.C.,**
26 **136 Wn.2d 87, 95, 960 P.2d 912(1998). Accrual begins when the 'aggrieved party**
27 **discovers, or should have discovered, the fact of fraud Hudson v. Condon, 101 Wn.**
28 **App. 866, 875, 6 P.3d 615 (2000), review denied, 143 Wn.2d 1006 (2001).**
29 **Referring whole statute of RCW 62A.3-118(g) "Statute of limitations" which still**
commenced within three years after cause of action accrues or RCW 4.16.080(2)(4)
"Action limited to three years" or any other statute may closely related

1 A cause of action does not accrue until the Plaintiff knew or should have known the
2 essential elements of his or her cause of action.[5] RCW 4.16.080(4); Green v.
3 A.P.C., 136 Wn.2d 87, 95, 960 P.2d 912(1998)

4 Plaintiff could not find how and why that Plaintiff should be barred by
5 Washington's "statute of Limitation" for her summary judgment motion under this
6 Court Order,

7 2. Even under the circumstance that the times of accrue for discovers was arguable, Trial
8 Court error barred Appellant/Plaintiff's motion of summary judgment under "statute of
9 limitation".

10 This is a disputable for accrue the time of "cause of action" or 'Action limited to
11 three years" or six years for contract in writing. If either follow the
12 Appellant/Plaintiff declaration for the discovered the time accrue from when
13 Washington License Department notification at May 08,2006 (Appellant/Plaintiff
14 filed complaint and summon at May 5, 2008) or SFB 's counsel Mr. Todd W
15 Wyatt's declaration with Andrea Deposition stated as " you got a new
16 registration where State Farm was list as the registered owner" following
17 counsel's meaning Plaintiff could only receive the new registration at following
18 year about June 2005 (Plaintiff's ignored that date of 2005) to accrued, neither
19 of May 08,2006 nor May of 2005 which all applied the three year limitation, but if
20 Defendant still arguing the date which mean the dispute existence, Trial Court
21 should not grant the Defendant's summary judgment under that ground of
22 "statute of limitation" which may considering error and injustice

23 3. Trial Court error denied Plaintiff's Consumer Protection Act ("CPA") with that reason
24 for Plaintiff be barred under "statute of limitation", The CPA has a four-year statute of
25 limitations of RCW 19.86.120

26 RCW 19.86.120

27 Limitation of actions — Tolling.

28 **Any action to enforce a claim for damages under RCW 19.86.090 shall be forever
29 barred unless commenced within four years after the cause of action accrues:
PROVIDED, That whenever any action is brought by the attorney general for a
violation of RCW 19.86.020, 19.86.030, 19.86.040, 19.86.050, or 19.86.060, except
actions for the recovery of a civil penalty for violation of an injunction or actions
under RCW 19.86.090, the running of the foregoing statute of limitations, with
respect to every private right of action for damages under RCW 19.86.090 which
is based in whole or part on any matter complained of in said action by the
attorney general, shall be suspended during the pendency thereof.**

30 Statute of Limitations for the Consumer Protection Act The CPA has a four-year
31 statute of limitations. RCW 19.86.120. As Andrea's points out, the date accrue
32 discover either from May 8, 2006 or June 2005, this rule should be applied in Plaintiff's

1 summary judgment motion and this Court barred under "statute of limitation" should be
2 error and injustice

3
4 **4. False documents in use**

5 Respondent / Defendant made a false documents to WADOL which cause WADOL
6 duplicated certificate of ownership, Although Respondent / Defendant use a bad faith
7 of invalid Power of Attorney to this Court, but Trial court did not have full hearing and
8 denied Plaintiff's summary judgment motion and granted Respondent / Defendant
9 summary judgment should be error and injustice.
10

11 **b. Respondent / Defendant knew Plaintiff had original clean title of "certificate of
12 ownership" in hand.**

13 **c. Trial Court could misleading public that Respondent / Defendant use the false
14 documents to Washington State License Department is correct.**

15 **Even assuming the true of billing is correct but Plaintiff had a clean title in hand,
16 Respondent / Defendant use false documents to lie WADOL for "duplicate" the
17 certificate of ownership which illegal, even in a worse scenario that WADOL
18 "duplicate" the certificate of ownership which should still only list "Andrea
19 Chen" as a register party, to add the SFB as legal party definite wrong,**

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5. There was absolutely for Andrea had a clean title in hand, she was the only owner by
law before false document from Defendant

a. There are no disputes of fact regarding the original execution or any original
certification content to SFB was not legal owner from WADOL before SFB
made all false and forged documents.

RCW 69.50.403(h) To possess a false or fraudulent prescription with intent to obtain a
controlled substance; or Offering False Instrument for Filing or Record - RCW
40.16.030 Every person who shall knowingly procure or offer any false or forged

1 instrument to be filed, registered, or recorded in any public office, which instrument, if
2 genuine, might be filed, registered or recorded in such office under any law of this
3 state or of the United States, is guilty of a class C felony and shall be punished by
4 imprisonment in a state correctional facility for not more than five years, or by a fine of
5 not more than five thousand dollars, or by both.

6
7 **6. This is no dispute even with light up to nonmoving party that assume SFB had**
8 **no made false statement to applied re-issued certification of ownership but that**
9 **circumstance still illegal because original had no any legal party under RCW**
10 **46.12.181**

11 Duplicate for lost, stolen, mutilated, etc., certificates.

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

20
21 In the complaint that have no disputes for Plaintiffs alleged that Andrea had received
22 from Vehicle certificate of ownership #0314022806, this certificate was issued by
23 Washington Licensing Department from 08/15/2002 which had no any legal party even
24 SFB before Defendants made a false statement, therefore, A trial is not needed to
25 establish the content of the "Vehicle certificate of ownership #0314022806" in this case.
26

1 **7. It is dispute for SFB argument stated “Andrea Authorized State Farm Bank to file Correction on the car’s title”**

2 This is not truth because Plaintiff never knew SFB file correction on the car’s title until
3 a notice from WADOL, and a logical inference that Appellant / Plaintiff will never agree
4 SFB to correct their name into a legal party because she purchased the car from STJ
5 with clean title and no security interest. Why should authorize SFB to correct the car
6 title, as previous containment of summary judgment motion which clearly point out that
7 power attorney was invalid as well as a bad faith for SFB to violate Pursuit to RCW
8 11.94.040(3)(i)

9
10 **8. It is dispute for SFB’s argument stated “ State farm Bank did not violate RCW 46.12**

11 This is not true because SFB first violate RCW 46.12.181 and this statue clearly said”
12 the duplicate certificate of ownership shall contain the legend, ‘duplicate’ it shall be
13 provided to the first priority secured party named in it or, if none, to the owner”, SFB
14 name had never listed in original certificate of ownership as a first priority party and
15 duplicate should not be proved unless SFB made false affidavit application which lie to
16 Washington License Department.

17
18 **9. This is dispute for SFB claimed that Appellant / Plaintiff violated 46.12.030(1)(b) to inform the WADOL that State Farm bank had a security interesting Vehicle,**

19 Appellant / Plaintiff purchased the car from STJ with clean title why SFB had right be a
20 security interest party, obviously, Plaintiff had not inform the WADOL because she had
21 clean title from vendor it was no necessary to inform WADOL.
22

23
24
25 **10. It is dispute for SFB argument stated, “Andrea is personally bound on the Note”**

1 Above said argument is not true because It has a strong evidence that STJ was the
2 only borrower under SFB's provided evidence, this exhibit Z was a original loan
3 application which provided by SFB interrogatories Document of SF 004 / SF 005 , In
4 this application was clearly stated " contract borrower name to be Safety touch &
5 Javithon " this document was from SFB internal paper which clearly said STJ was the
6 only contract borrower, to pull in Plaintiff as borrower should be wrong.

7 As Appellant / Plaintiff's declaration and Hy Chen declaration with evidence provided
8 that proved the security interest between SFB and Andrea was invalid, and Andrea
9 could purchased the car from STJ with none of security interest on it, how SFB could
10 claimed Andrea is personally bound on note.
11

12
13 **IV. CONCLUSION**
14

15 The Appellant respectfully requests this Court to reverse the Trial Court's ruling
16 and return the car to her as well.
17

18 DATED this 26th day of October 2009.
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23
24 BY 
25 Andrea Chen as Appellant/ plaintiff
26
27

CERTIFICATE OF SERVICE.

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

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

(1) APPELLANT'S OPENING BRIEF

ON:

SALTER JOYCE ZIKER, PLLC

Andrew H. Salter / Todd W. Wyatt on behalf of State Farm Bank
1601 Fifth Avenue, Suite 2040
Seattle, WA 98101

VIA: FIRST CLASS MAIL

DATED this 26 day of Oct, 2009.

By: 
Irwin Chen

FILED
COURT OF APPEALS DIV. #1
STATE OF WASHINGTON

Honorable Steven C. Gonzalez
Hearing Date: February 27, 2009
Hearing Time: 10:00 AM

2009 OCT 26 PM 3: 01

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

FOR THE COUNTY OF KING

In Re:)

ANDREA CHEN, an individual of.)

Washington Resident)

Plaintiff)

v.)

STATE FARM BANK, a Wisconsin Company)

Defendant)

Case No. 08-2-15539-1 SEA

DECLARATION OF ANDREA CHEN

SUPPORT OF SUMMARY JUDGMENT

The undersigned declarant, Andrea Chen, having personal knowledge of the facts and statements written below, and being otherwise competent to testify, declares:

1. I am Andrea Chen as the individual plaintiff in this case, I worked for account executive for Safety touch & Javithon Inc ("STJ") from year of 2000. I am also daughter of Hy

DECLARATION OF ANDREA CHEN SUPPORT
OF SUMMARY JUDGMENT - 1

Andrea Chen
5112 189th Ave. NE
Redmond, WA 98074
Tel: (206) 347-3588

1 Chen ("Hy") who was president of STJ, I was in charge most of Canadian business account's
2 operations for STJ.

3 2. On about May 2002, Hy asked me to purchase the BMW Car with trade in my
4 Canadian commission because State Farm Bank's ("SFB") could only lend unsecurity loan
5 through STJ for purchase BMW car from foreign dealer. At that time I told Hy that I might
6 import my car with change USA license plate in near future. Hy said he had no concerning
7 since he already sold the car to me with my commission payment.

8 3. I have personal knowledge of myself completed all import entries which
9 including paid all import duty and misalliance charge, and registered this BMW car with clean
10 title under my name as Andrea Chen.

11 4. I have personal knowledge that received a clean title of "Vehicle certificate of
12 ownership #0314022806 which issued by Washington Licensing Department on 08/15/2002
13 which had no any other legal owner or any security interest claim or claim from others.

14 5. I have personal knowledge that recalled a towing truck buckled my BMW car
15 under SFB's instruction when I leaved it in USA side with my Canadian license plate.

16 6. I have personal knowledge of the original certificate of ownership #0314022806
17 still in my possession and never be stolen or lost or leave away from me in any circumstance.

18 7. I have personal knowledge that I never ever see or communicated Mr. Dan
19 Hinkle in whole of my life and also didn't know he made false statement to Washington
20 Licensing Department until May of 2006.

21 8. I have personal knowledge that I never ever see or communicated Mr. Jason
22 Leibfried and also didn't know he made false notary public which claimed I signed in front of
23 him because I never been Wisconsin State in whole of my life.

1 9. I have personal knowledge that following Plaintiff's first set of interrogatories
2 stated Mr. Dan Hinkle and Jason Leibfried were employee M&I bank located in Madison,
3 Wisconsin but worked for Defendant's loan service.

4 10. I have personal knowledge that SFB never consented to STJ or me about
5 disputed or re-process the "Vehicle certificate of ownership"

6 11. I have personal knowledge that when I found SFB's illegal process and
7 immediately presented a legal lawsuit with serviced the complaint and summon to SFB's head
8 office in Wisconsin State but I withdraw when Hy told me SFB placed collection call to STJ not
9 my personal.
10

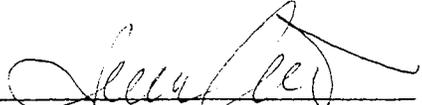
11 12. I have personal knowledge that when SFB knew borrower of STJ filed Chapter
12 11 for protection which caused SFB file a Notice of Motion for Relief from Stay or the
13 alternative for Adequate protection.

14 13. I have personal knowledge Bankruptcy Court grant "relief from stay" and leave
15 the dispute between SFB and Plaintiff.

16 14. I have personal knowledge that if I knew this car had this dispute then I rather to
17 get me commission instead of purchased this car.
18

19
20 I certify under penalty of perjury of the State of Washington that the foregoing is true
21 and correct.
22

23 DATED this 29th day of December, 2008
24

25
26 
27 Andrea Chen as Plaintiff

28
29
DECLARATION OF ANDREA CHEN SUPPORT
OF SUMMARY JUDGMENT - 3

Andrea Chen
5112 189th Ave. NE
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Tel: (206) 347-3588

FILED
COURT OF APPEALS DIV. #1
STATE OF WASHINGTON

2009 OCT 26 PM 3: 01

Honorable Steven C. Gonzalez
Hearing Date: February 27, 2009
Hearing Time: 10:00AM

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KING

In Re:

ANDREA CHEN, an individual of.
Washington Resident

Plaintiff

v.

STATE FARM BANK, a Wisconsin Company
Defendant

)
)
) Case No. 08-2-15539-1 SEA
)
)

)
) **DECLARATION OF HUY YING CHEN**
) **SUPPORT OF SUMMARY JUDGMENT**
)
)

Huy Ying Chen states as follows:

1. I am Huy-Ying Chen, president of of Safety touch & Javithon ("STJ"). I formed STJ as a profit corporation doing business in the State of Washington in December 1993. I involved my entire business operations.

2. I have personal knowledge that recalled State Farm Bank's ("SFB") representative called me on about beginning of May 2002 to discuss about revised the security

DECLARATION OF HUY YING CHEN SUPPORT
OF SUMMARY JUDGMENT - 1

Huy-Ying Chen
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E-mail: hy@nobo.us

1 loan to unsecurity loan because Bank's policy were no allowed to made any loan outside the
2 USA with lien.

3 3. I have personal knowledge that I as President of STJ asked Andrea Chen to
4 purchased the BMW Car and trade with her Canadian commission at about May 2002, which
5 the circumstance that State Farm Bank's ("SFB") representative could only give a unsecurity
6 loan to STJ.

7 4. I have personal knowledge that Andrea had applied to all process to import her
8 car into USA from Canada.

9 5. I have personal knowledge that Andrea received "Vehicle certificate of
10 ownership #0314022806 which issued by Washington Licensing Department about 08/15/2002
11 after import car from Canada.

12 6. I have personal knowledge that a towing truck pull Andrea's BMW car illegally
13 when she park in front of office building and left to Far East Asia,

14 7. I have personal knowledge that STJ and me never be informed for further re-
15 claimed BMW car ownership from SFB, I also did not knew Mr. Dan Hinkle would made false
16 statement to Washington Licensing Department until may of 2006.

17 8. I have personal knowledge that Andrea Chen had never met Mr. Jason Leibfried
18 of SFB in her life, I also don't know he will made false notary public because I knew Andrea
19 never been Wisconsin State in her whole life.

20 9. I have personal knowledge that SFB never consented to STJ or me about any
21 dispute or re-claimed the "Vehicle certificate of ownership" until found their false statement
22 issue.

23 10. I have personal knowledge that I filed Chapter 11 petition to Unite State of
24 Bankruptcy Court of Western District of Washington at December 21, 2004. STJ immediately

stopped the monthly payment to SFB under bankruptcy law.

1
2 11. I have personal knowledge that required SFB to filed proof of claim to
3 Bankruptcy court of Case #04-26135 SJS.

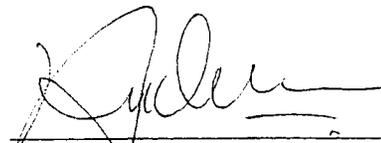
4 12. I have personal knowledge that when Andrea found SFB's illegal action with
5 false documents to Department of licensing, and immediately presented a legal litigation, at
6 that time I ask Andrea to cancel the lawsuit because SFB knew STJ was the only borrower.

7 13. I have personal knowledge that Andrea file complaint and summon to SFB in
8 Superior Court of King County.

9 14. I have personal knowledge that the reason of SFB went forward to Andrea
10 because STJ filed her Chapter 11 bankruptcy petition and dislike to pursuit unsecurity loan
11 from STJ.
12

13
14 I certify under penalty of perjury of the State of Washington that the foregoing is true
15 and correct.
16

17
18 DATED this 29th day of December, 2008.

19
20
21
22 
Huy Ying Chen

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29
DECLARATION OF HUY YING CHEN SUPPORT
OF SUMMARY JUDGMENT - 3

Huy-Ying Chen
5112 189th Ave. NE
Redmond, WA 98074
Tel: (206) 779-8880 E-Fax: (206) 888-6889
E-mail: hy@nobo.us

Effective	Posted	Type	Amount	Principal	Interest	Balance	Part number	Fee plan
05/07/2002	05/13/2002	310 - New note	53,000.00	53,000.00	0.00	53,000.00		
05/13/2002	05/13/2002	402 - FASB fee rate cl	7.910181%	0.00	0.0000000	53,000.00		
06/17/2002	06/17/2002	761 - Auto late fee ass	53.72	0.00	0.00	0.00		L5-001
07/09/2002	07/09/2002	610 - Regular paymen	1,074.30	343.38	730.92	52,656.62		
07/24/2002	07/24/2002	610 - Regular paymen	1,074.30	901.40	172.90	51,755.22		
08/19/2002	08/19/2002	761 - Auto late fee ass	53.72	0.00	0.00	0.00		L5-001
09/17/2002	09/17/2002	761 - Auto late fee ass	53.72	0.00	0.00	0.00		L5-001
09/25/2002	09/26/2002	660 - Special payment	161.16	0.00	0.00	0.00		L5-001
09/25/2002	09/26/2002	660 - Special payment	161.16	0.00	0.00	0.00		L5-001
09/25/2002	09/26/2002	610 - Regular paymen	2,148.60	1,434.84	713.76	51,755.22		
10/17/2002	10/17/2002	761 - Auto late fee ass	53.72	0.00	0.00	50,320.38		L5-001
11/18/2002	11/18/2002	761 - Auto late fee ass	53.72	0.00	0.00	0.00		L5-001
11/25/2002	11/25/2002	610 - Regular paymen	1,128.02	456.09	671.93	49,864.29		
11/25/2002	11/25/2002	610 - Regular paymen	1,074.30	1,074.30	0.00	48,789.99		
12/17/2002	12/17/2002	761 - Auto late fee ass	51.03	0.00	0.00	0.00		L5-001
12/30/2002	12/30/2002	610 - Regular paymen	1,128.02	754.21	373.81	48,035.78		
01/17/2003	01/17/2003	761 - Auto late fee ass	48.34	0.00	0.00	0.00		L5-001
								L5-001
								L5-001
02/18/2003	02/21/2003	610 - Regular paymen	2,247.97	1,722.21	525.76	46,313.57		
03/17/2003	03/17/2003	761 - Auto late fee ass	43.37	0.00	0.00	0.00		L5-001
04/11/2003	04/15/2003	610 - Regular paymen	1,074.30	547.11	527.19	45,766.46		
								L5-001
								L5-001
05/19/2003	05/20/2003	610 - Regular paymen	1,074.30	693.60	380.70	45,072.86		
06/10/2003	06/24/2003	660 - Special payment	206.81	0.00	0.00	0.00		L5-001
06/10/2003	06/24/2003	660 - Special payment	206.81	0.00	0.00	45,072.86		
06/10/2003	06/24/2003	610 - Regular paymen	867.49	650.42	217.07	44,422.44		
07/03/2003	07/08/2003	610 - Regular paymen	1,074.30	850.64	223.66	43,571.80		
07/17/2003	07/17/2003	761 - Auto late fee ass	53.72	0.00	0.00	0.00		L5-001
08/14/2003	08/18/2003	610 - Regular paymen	1,074.30	673.70	400.60	42,898.10		
09/15/2003	09/17/2003	610 - Regular paymen	1,074.30	773.81	300.49	42,124.29		
10/02/2003	10/03/2003	610 - Regular paymen	1,074.30	917.54	156.76	41,206.75		
10/07/2003	10/07/2003	760 - Manually assess	65.00	0.00	0.00	0.00		C1-001
10/17/2003	10/17/2003	761 - Auto late fee ass	53.72	0.00	0.00	0.00		L5-001
11/17/2003	11/17/2003	761 - Auto late fee ass	53.72	0.00	0.00	0.00		L5-001
11/26/2003	11/28/2003	610 - Regular paymen	1,074.30	578.18	496.12	40,628.57		
12/17/2003	12/17/2003	761 - Auto late fee ass	53.72	0.00	0.00	0.00		L5-001
01/14/2004	01/15/2004	610 - Regular paymen	258.25	0.00	0.00	0.00		L5-001
01/14/2004	01/15/2004	610 - Regular paymen	3,481.15	2,787.42	435.48	37,841.15		
02/11/2004	02/13/2004	610 - Regular paymen	1,074.30	842.99	231.31	36,998.16		
03/17/2004	03/17/2004	610 - Regular paymen	1,074.30	791.61	282.69	36,206.55		
04/19/2004	04/19/2004	761 - Auto late fee ass	53.72	0.00	0.00	0.00		L5-001

Effective	Posted	Type	Amount	Principal	Interest	Balance	Part number	Fee plan
04/23/2004	04/26/2004	610 - Regular paymen	1,074.30	781.85	292.45	35,424.70		
05/17/2004	05/17/2004	761 - Auto late fee ass	53.72	0.00	0.00	0.00		L5-001
06/04/2004	06/08/2004	660 - Special payment	107.44	0.00	0.00	0.00		L5-001
06/04/2004	06/08/2004	660 - Special payment	107.44	0.00	0.00	35,424.70		
06/04/2004	06/08/2004	610 - Regular paymen	1,074.30	749.49	324.81	34,675.21		
06/17/2004	06/17/2004	761 - Auto late fee ass	53.72	0.00	0.00	0.00		L5-001
07/13/2004	07/13/2004	610 - Regular paymen	1,074.30	779.08	295.22	33,896.13		
08/05/2004	08/06/2004	660 - Special payment	53.72	0.00	0.00	0.00		L5-001
08/05/2004	08/06/2004	660 - Special payment	53.72	0.00	0.00	33,896.13		
08/05/2004	08/06/2004	610 - Regular paymen	1,074.30	904.11	170.19	32,992.02		
08/17/2004	08/17/2004	761 - Auto late fee ass	53.72	0.00	0.00	0.00		L5-001
09/08/2004	09/08/2004	610 - Regular paymen	1,074.30	829.42	244.88	32,162.60		

STATE OF WASHINGTON
VEHICLE CERTIFICATE OF OWNERSHIP

CERTIFICATE NUMBER
0314022806

LICENSE NUMBER: **027REQ** DATE OF APPLICATION: **08/15/2002** MODEL YEAR: **2002** MAKE: **BMW** POWER/USE: **G/PAS** SERIES & BODY STYLE: **M3CP**

VEHICLE IDENTIFICATION NUMBER (VIN): **WBSBL93432JR15644** FLIGHT/COPIR NUMBER: SCALE WT.: MILEAGE: **0000009** ODOMETER CODE: **ACTUAL MILEAGE**

COMMENTS/BRANDS: **46800-2002** PRIOR TITLE STATE: PRIOR TITLE NUMBER: **0222721608**

SAME AS LEGAL OWNER BELOW

SIGNATURE(S) OF REGISTERED OWNER(S) BELOW, HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE.

BY: _____ REGISTERED OWNER SIGNATURE _____ DATE OF SALE _____

BY: _____ REGISTERED OWNER SIGNATURE _____ DATE OF SALE _____

SALE PRICE _____
 SIGNATURE(S) OF LEGAL OWNER(S) BELOW, HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE.

CHEN, ANDREA Y
 14880 NE NORTH WOODINVILLE WAY
 STE 100
 WOODINVILLE WA 98072-4458

BY: _____ FIRST LEGAL OWNER SIGNATURE & TITLE _____ DATE RELEASED _____

BY: _____ SPECIAL LEGAL OWNER SIGNATURE & TITLE _____ DATE RELEASED _____

LEGAL OWNER: When lien is satisfied, release interest by signing above and transmit this document to Copying Address of Agent with proceeds. Failure to properly release and transmit the documents within 15 days after lien is satisfied may result in monetary penalty to the debtor, pursuant to RCW 46.10.170.
TRANSFER/BUYER MUST APPLY FOR VEHICLE CERTIFICATE OF OWNERSHIP WITHIN 15 DAYS FROM DATE OF DELIVERY TO AVOID PENALTY. (SEE REVERSE FOR ADDITIONAL INFORMATION.)



Seller: Please DETACH HERE

STATE OF WASHINGTON - DEPARTMENT OF LICENSING
VEHICLE REPORT OF SALE

Seller: Please DETACH HERE

ONLY RETURN THIS PORTION

REQUIRED WHENEVER OWNERSHIP CHANGES - INCLUDING DEALER TRADES

DOL USE ONLY

WARNING: THIS FORM IS TO BE USED FOR VEHICLE SALES ONLY.

PLEASE PRINT OR TYPE - SEE IMPORTANT INSTRUCTIONS BELOW.

LICENSE NUMBER	VEHICLE IDENTIFICATION NUMBER (VIN)	MODEL YEAR	MAKE	SERIES/BODY	CERTIFICATE NUMBER
027REQ	WBSBL93432JR15644	2002	BMW	M3CP	0314022806

TRANSFEROR/SELLER: To be released from civil/criminal liability for the operation of the vehicle you must fill in this form COMPLETELY. The completed form MUST be delivered to your local Washington vehicle license office, within 5 days from the date of sale of the vehicle. A service fee will apply.

VISIT THE DOL WEBSITE AT:
www.dol.wa.gov



NAME OF SELLER/TRANSFEROR (CURRENT REGISTERED OWNER)

NAME OF PURCHASER/TRANSFeree

COMPLETE ADDRESS OF SELLER/TRANSFEROR

COMPLETE ADDRESS OF PURCHASER/TRANSFeree

CITY STATE ZIP CODE

CITY STATE ZIP CODE

DATE VEHICLE WAS SOLD

TODAY'S DATE

VEHICLE PURCHASE PRICE

SELLER'S/TRANSFEROR'S SIGNATURE

Seller: Please DETACH HERE

Seller: Please DETACH HERE

PENALTY FEE FOR LATE TRANSFER

Transfer of ownership is required when there is a change in ownership. This includes, but is not limited to, adding or deleting registered owner(s), when the vehicle is sold, traded or given as a gift. The transferee/buyer of a vehicle is required to transfer the vehicle certificate of ownership within 15 calendar days, from date of delivery. This can be done using the Application for Certificate of Ownership, TD-420-001, which may be obtained from the DOL Website at: www.dol.wa.gov or from your nearest Vehicle Licensing Office. Failure to transfer

EXHIBIT

B

PAGE

1

OF

1

AFFIDAVIT OF LOSS RELEASE OF INTEREST

LICENSE/REGISTRATION NUMBER	YEAR	MAKE	SERIES AND BODY
	2002	BMW	M3 2DR COUPE
VEHICLE IDENTIFICATION NUMBER (VIN) OR VESSEL HULL IDENTIFICATION NUMBER (HIN)			TITLE NUMBER
WBSBL93430TR15L44			

Any person who knowingly makes a false statement of a material fact shall be guilty of a felony. Upon conviction they shall be punished by a fine of up to \$5,000 and/or Imprisonment for up to ten years. (RCW 46.12.210)

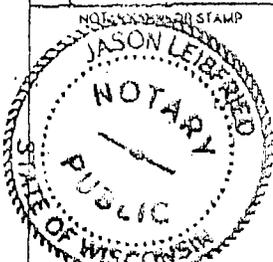
By my signature I swear and say that the (CHECK THE APPLICABLE BOX)

TITLE REGISTRATION TAB DECAL

issued to me, is not now in my possession because it was (CHECK THE APPLICABLE BOX)

LOST STOLEN DESTROYED MUTILATED

X Andrea Chen Andrea Chen Andrea Chen
Signature Position, Title, Address (if signing for business or organization) DOL Customer Account Number *



NOTARIZATION/CERTIFICATION

State of Washington Signed or attested before me on 2-5-04
County of WAWE

by Jason Leibfried Signature [Signature]
Notary Public Notary/Agent Signature

Notary Name (PRINTED or STAMPED) Jason Leibfried

Title Notary Dealer No. OR AND: County / Office No. OR 11-18-07
Notary/Agent Notary Expiration Date

By my signature I release my interest as Legal Owner of the vehicle/vessel described above.
(NOTE: This Release of Interest must be signed by ALL Legal Owner(s), with signatures notarized; use additional forms if necessary.)

Signature of person releasing interest Position Name, Position, Title, Address (if signing for business or organization) DOL Customer Account Number *

Signature of person releasing interest Position Name, Position, Title, Address (if signing for business or organization) DOL Customer Account Number *

NOTE: A Vehicle Odometer Disclosure (Form TD-420-006) is required when transferring a vehicle that is nine (9) years old or newer, unless otherwise exempt. The new owner MUST apply for title within 15 days. Failure to do so will result in monetary penalty assessment.

GROSS WEIGHT LICENSE

(AGENT: You must verify gross weight license. Your signature certifies that the information was verified.)
I authorize this Gross Weight License to be transferred to the new owner and remain with the vehicle described above:

Signature Position Name, Position, Title, Address (if signing for business or organization) DOL Customer Account Number *

NOTARIZATION/CERTIFICATION

State of Washington Signed or attested before me on _____
County of _____

by _____ Signature _____
Notary Public Notary/Agent Signature

Notary Name (PRINTED or STAMPED) _____

Title _____ Dealer No. OR AND: County / Office No. OR _____
Notary/Agent Notary Expiration Date

*The DOL CUSTOMER ACCOUNT NUMBER is found on the Washington Driver's License or Identification Card (12 digits)- or if the owner is a business or organization, is the DOL number found on the Master Business License or Business License and Registration Certificate (8 digits).

The Department of Licensing has a policy of providing equal access to its services. If you need special accommodation, please call (360) 902-3600 or TTY (360) 864-8385.

TD-420-0-0/AFF LOSS/RELEASE INT/REGISTRATION

be presumed to have abandoned the vehicle. (RCW 46A.120)

AN ODOMETER DISCLOSURE MUST BE COMPLETED FOR TRANSFER OF ALL VEHICLES LESS THAN TEN YEARS OLD. THIS SECTION IS NOT VALID UNLESS FULLY COMPLETED AND IS NOT AN APPLICATION TO TRANSFER OWNERSHIP.

ASSIGNMENT BY REGISTERED OWNER

Federal and state law requires that you STATE THE MILEAGE in connection with the transfer of ownership. Failure to complete odometer statement or providing a false statement may result in fines and/or imprisonment.

I certify to the best of my knowledge that the ODOMETER READING as shown below is: (CHECK ONE)

NO TENTHS
ODOMETER READING (IN MILES)

- 1. The mileage stated is the ACTUAL MILEAGE of the vehicle.
- 2. The mileage stated is in EXCESS OF ITS MECHANICAL LIMITS.
- 3. The odometer reading is NOT ACTUAL MILEAGE. — WARNING — AN ODOMETER DISCREPANCY EXISTS BETWEEN THE ODOMETER READING AND THE ACTUAL MILEAGE.

Transferee/buyer: unless licensed dealer, must transfer ownership within 15 calendar days from the date of delivery. I/we warrant this Certificate of Ownership and certify that the vehicle described on the face of this certificate of ownership has been purchased by the following:

Date of Delivery

Signature of Transferee/Buyer

Signature of Transferor/Seller

Hand-Printed Name of Transferee/Buyer

Hand-Printed Name of Transferor/Seller

Address of Transferee/Buyer

Address of Transferor/Seller

Customer Account Number of Transferee/Buyer: _____
(Washington Driver's License Number (PIC) or Unified Business Identifier (UBI))

LIENHOLDER OF TRANSFEREE/BUYER (IF APPLICABLE)

Name of Lienholder

Address of Lienholder

Customer Account Number of Lienholder: _____
(Washington Driver's License Number (PIC) or Unified Business Identifier (UBI))

FOR DEPARTMENT USE ONLY: