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**COURT OF APPEALS OF THE
STATE OF WASHINGTON**

DIVISION ONE

APPEAL No. 53645-1-I
TRIAL CT #97-2-30285-4 SEA
KING COUNTY SUPERIOR COURT

SAYED ZIA EHSANI,

Appellant

GUITTY ZAMANI,

Cross-Appellant

v.

THE MCCULLOUGH FAMILY PARTNERSHIP, DAVID E.
MCCULLOUGH AND CHONG R. MCCULLOUGH, EDWARD F.
MCCULLOUGH AND THE MCCULLOUGH GROUP, INC.,

Defendants.

REPLY BRIEF OF APPELLANT EHSANI TO THE BRIEFS OF
CROSS APPELLANT ZAMANI AND RESPONDENT CULLEN

ZIA EHSANI, IN PRO SE
23400 MAESTRO PLACE
WEST HILLS, CA 91304
PHONE: (818) 704-6460

TO: SUPREME COURT

RE: Case No. 53645-1-I

**Please accept this REPLY BRIEF OF
APPELLANT EHSANI in the above-referenced
case.**

**This brief is being submitted in pro-per
person. The appeal was originally filed
on January 9, 2004. Appellant requests
the court's consideration in this matter
while Pro Per.**



ZIA EHSANI, Appellant

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A. INTRODUCTION

Appellant Ehsani has already filed his opening brief and provided the Court of Appeals with an extensive and detailed history plus all relevant records in his possession. That is all Appellant Ehsani has to offer and there is not anything more that he can offer other than this reply brief.

**B. REGARDING CROSS-APPELLANT ZAMANI'S
BRIEF DATED SEPTEMBER 12, 2005**

**1. Appellant's opening brief information
and statements.**

Appellant Ehsani refutes Cross-Appellant Zamani's claim that the information stated in Appellant Ehsani's opening brief is anything other than the truth based upon the documented evidence submitted for the court record. The records speak for themselves and it was Cross-Appellant who is now attempting to twist the truth in an effort to cover her unethical actions.

2. Naming Cross-Appellant Zamani as co-plaintiff & pleading no claims against her.

Appellant Ehsani was the one who initiated the judicial foreclosure case independently of Cross-Appellant Zamani since they had divorced in 1994. Cross-Appellant entered into the case of her own accord through her counsel, Helmut Kay.

3. Cross-Appellant Zamani's claim against Appellant Ehsani's share of the holdback fund taken into possession by Defendants McCulloughs' trial attorney, David Cullen.

It is true that the Court of Appeals' Unpublished Opinion of 09/23/02 provides for Cross-Appellant Zamani to receive an additional \$32,377.20 from the \$200,000.00 holdback fund. However, as Appellant Ehsani has documented in detail in his opening brief of 04/07/05 that Cross-Appellant Zamani had clearly already reimbursed herself over and above whatever sums she might have expended from her own monies in the interest of the hotel. At the time the Court of Appeals issued its opinion of 09/23/02, it was

not afforded the benefit of the detailed evidence and information it should have had at that time due to Appellant Ehsani's former attorney's failure to diligently and properly present the case to the Court of Appeals. Consequently, the Court of Appeals made its 09/23/02 opinion on the availability of the record then. However, Appellant Ehsani has made every attempt in his 04/07/05 Opening Brief to rectify his former attorney's mistakes and clarified to the Court of Appeals the error in its own 09/23/02 opinion.

4. Cross-Appellant Zamani was a manager in the employment of Defendants McCulloughs

Appellant Ehsani reiterates to the court that Cross-Appellant Zamani was an employee of Defendants McCulloughs in her capacity as general manager from June 1996 to January 2000. As such, if she had advanced any monies from her own personal funds to handle the business of her employers, she should look for reimbursement of

those funds from her employer, Defendants McCullough, and not from Appellant Ehsani.

5. Appellant Ehsani disputes Cross-Appellant Zamani's assertion that her claim for the \$32,377.20 was not extinguished by the 05/28/99 agreement between Cross-Appellant Zamani and Defendants McCulloughs

Cross-Appellant Zamani now says her claim to the \$32,377.20 is not extinguished by the 05/28/99 agreement between her and Defendants McCullough because of a recording time deficiency of the Deed in Lieu of Foreclosure. If such was the case, then why did Cross-Appellant Zamani not seek reimbursement of the \$32,377.20 directly from Defendants McCulloughs instead of seeking it through that through Appellant Ehsani? Additionally, Cross-Appellant Zamani has never previously raised any issue regarding the validity of the recording time of the Deed in Lieu of Foreclosure.

6. Cross-Appellant Zamani's costs and attorney fees

Cross-Appellant Zamani's attorney, Helmut Kah, argues that Appellant Ehsani's brief raises not reasonably debatable issues and that Cross-Appellant Zamani's attorney fees and costs should be paid. Pursuant to the settlement statement dated 01/20/200 for the sale of the La Residence Suite Hotel, the property that was the object of the judicial foreclosure initiated by Appellant Ehsani, Attorney Kay received a payment of \$100,000.00 for attorney fees on 01/20/2000. This evidence is already documented as exhibits in the court's records. However, Attorney Kay did file a lien for \$100,000.00 on 1/21/200 against this case. This also is already documented in the court file. If this is not an attempt by Attorney Kay at double enrichment, then what is his lien of \$100,000.00 for?

**C. REGARDING RESPONDENT DAVID CULLEN'S
BRIEF DATED SEPTEMBER 12, 2005**

Appellant Ehsani has already stated his arguments with regarding to the issue of restitution of the \$77,900 in attorney fees received by Respondent (and Attorney) Cullen pursuant to the erroneous opinion of the trial court.

D. SUMMARY OF ARGUMENT

1. Cross-Appellant Zamani

Appellant Ehsani again argues that Cross-Appellant Zamani not be enabled unjust enrichment at the expense of Appellant Ehsani. Cross-Appellant Zamani has already received over and above her share of any monies—a majority of which she received through self-appropriation of the hotel's funds while manager from the period June 1996 through January 2000.

2. Respondent Cullen

Respondent Cullen argues that he not be ordered to restore the attorney fees he received through an erroneous trial court ruling. What he is essentially asking the Court of Appeals to do is to ignore its own decision pursuant to its Unpublished Opinion of September 23, 2002.

Respondent Cullen's arguments are baseless and lack validity. The Court of Appeals' Unpublished Opinion of 09/23/02 stated that "The trial court also erred by awarding attorney fees and costs to the default parties." Clearly, attorney fees and costs need to be restituted to Appellant Ehsani pursuant to the court's opinion.

E. CONCLUSION

Appellant prays the court disallow Attorney Kah's liens relative to legal services rendered to Cross-Appellant Zamani. Attorney Kah's liens are unsubstantiated.

Cross-Appellant Zamani has already obtained substantial sums of monies through self-appropriation of the hotel's funds while general manager from the period June 1996 through January 2000. Thus Appellant Ehsani prays the court not allow her any further enrichment at this juncture.

Appellant Ehsani prays that the court order Respondent Cullen to restore the \$77,900 he received by way of an erroneous trial court decision to the holdback fund.

RESPECTFULLY SUBMITTED THIS 26th DAY OF
SEPTEMBER 2005.

BY: 
Sayed Zia Ehsani
Appellant in Pro Per
23400 Maestro Place
West Hills, CA 91304
Phone: (818) 704-6460

CERTIFICATE OF SERVICE

I, SAYED ZIA EHSANI, certify that I have this 26th day of SEPTEMBER, 2005 caused to be served a true and correct copy of the following upon the parties listed below:

REPLY BRIEF OF SAYED ZIA EHSANI

Helmut Kah
Attorney at Law
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I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

EXECUTED THIS 26th DAY OF SEPTEMBER 2005 AT WEST HILLS, CALIFORNIA.


SAYED ZIA EHSANI, IN
PRO SE
23400 MAESTRO PLACE
WEST HILLS, CA 91304

